


## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into by and between HIGHWAY OIL, INC. (hereinafter referred to as "Lessor"), and DOCHADA HUNTING LLC, of Wichita, Falls, Texas (hereinafter referred to as "Lessee").

Subject to the other terms and provisions hereof and Exhibit "A," Lessor, for and in consideration of the fees, covenants, and agreements to be kept and performed by Lessee, does hereby grant to Lessee, for the term provided below, hunting rights and privileges in, on, and across these certain tracts of land commonly known as Triangle, Best and Lakeland Ranches (hereinafter referred to as the "Property").

1.0 *Term:* The term of this Hunting Lease is for a period commencing on <sup>April 1, 2016</sup> ~~May 1, 2016~~ and ending on **January 2, 2017**. 

2.0 *Lessor's Right to Sell Property:* Lessor expressly retains the right to sell all or any portion of the Property; however, such sale shall be made subject to this Lease Agreement. Lessor shall provide Lessee 30 days advance notice of any proposed closing on the sale of all or any portion of the Property and shall have the right to assign this Lease to the new owner.

3.0 *Consideration:* Lessor agrees to allow the Lessee to enter into additional hunting subleases with third parties (hereafter sometimes "Hunters" or "Hunting Subleases" ) consistent with the terms of this Agreement and Exhibit "A." As consideration and inducement for Lessor to enter into this Agreement, Lessee agrees to pay Lessor Seventy-Five percent (75%) of any fees, rents, payments or consideration otherwise received of or collected from Hunters or any other individuals for use of the Property. Lessee expressly agrees that Lessor's portion of all fees, rents, payments or consideration otherwise received of or collected from Hunters or any other individuals for use of the Property shall be paid over to Lessor in three installments with one-third (1/3) due on or before **May 31, 2016, one-third (1/3) due or before June 30, 2016** and the balance due on or before **September 1, 2016** at the address listed for Lessor in paragraph 4.0 below.

4.0 *Notices:* Notices to either Party will be signed by the designated representative of such Party, or their successors in interest or office, and delivered personally or sent by U.S. certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

Highway Oil, Inc.  
534 S. Kansas, Suite 1200  
Topeka, KS 66603-3480

Dochada Hunting LLC  
P.O. Box 9825  
Wichita Falls, TX 76308

Notice will be deemed given on the date hand delivered or deposited in the U.S. mail.

5.0 *Insurance*: Lessee agrees to carry liability insurance that will cover all risks of Lessee's operation in an amount not less than one million dollars (\$1,000,000), with Lessor listed as "additional insured," and to furnish a copy of said policy to Lessors, prior to Lessee or any Hunter entering the Property.

6.0 *Assignment*: Lessee has no right to assign or in any manner transfer, his rights under this Agreement without the previous written consent of Lessor. Any such assignment or transfer without such consent is void. Notwithstanding anything to the contrary, Lessee shall have the right to sublease any or all of the hunting rights and privileges granted hereunder; however, the terms of any such hunting sublease shall conform to the terms of this Agreement and Exhibit "A." In any event, Lessee shall not be relieved of any of its obligations and liabilities under this Agreement. Lessor reserves the right to assign this lease for any reason upon thirty (30) days written notice to Lessee.

7.0 *Use*: During the term of the Agreement, the Property may be used by the Hunters solely for hunting purposes.

- 7.1 The rights and privileges granted are specifically subject to and must be exercised in conjunction with any and all grazing and agricultural leases and any agreements with grazing and agricultural lessees in the exercise of his rights and privileges shall not interfere with the grazing and agricultural lessee's rights to graze or cultivate the Property and Lessee agrees to be liable for damages to either the grazing and agricultural lessee's or Lessor, as the case may be, for any harm done by Lessee, Hunters or Hunter's guests to livestock or crops.
- 7.2 Lessee and Hunters shall have the right of ingress and egress on and over the property subject to the following understandings and limitations. Access to the property shall be restricted to Lessee and hunters only and shall not include hunters' families and young children. Lessee and Hunters shall use existing roads for vehicular traffic and shall use only improved roads during wet conditions and provided further that Lessor expressly reserves the right to restrict vehicular traffic to a specific route or routes based on surface and weather conditions. Off-road travel is limited across improved pastures, crop land, and wet ground to foot or light ATV vehicles in order to protect the rights of the grazing and agricultural Lessee, if any.
- 7.3 Lessee shall provide to the Lessor at the address in Section 4 above, a list that includes the name, complete address, and hunting license number of each Hunter authorized to hunt on the Property under this Agreement, any Hunting Subleases or otherwise, and Lessee shall have each Hunter or Hunter's guest sign a Hunting and Rules Agreement and Release attached as, Exhibit "A."
- 7.4 Lessor acknowledges Lessee's or Hunter's right to construct and remove nonpermanent blinds or hunting aids. Such blinds or hunting aids shall not interfere with or impede any grazing or agricultural activity on the property and Lessee expressly acknowledges the right of the grazing and agricultural lessee to request the relocation of such non-permanent blinds or hunting aids which, in the grazing and agricultural lessee's opinion, impedes the free exercise of his grazing and agricultural activity. Any nonpermanent blinds or hunting aids must be removed after term of each Hunting Sublease.

8.0 *Care of the Property*: Lessee will clean and maintain the Property in a clean and neat condition and shall not permit an burning of the pasture or grass.

- 8.1 Camping is permitted in areas which will not interfere with the rights of the grazing and agricultural lessee, if any.
- 8.2 Lessee expressly agrees to repair road, fence, or gate damage resulting from use of the Property. On termination of or at the end of the term of each of the Hunting Subleases and at the termination of this Agreement, Lessee shall have the right and obligation to remove all structures or vehicles placed on the property including but not limited to trucks, campers and recreational vehicles.
- 8.3 Lessee acknowledges Lessor is concerned that Lessee's activities not result in environmental damage to the Property. Lessee covenants and agrees not to engage in any activity on the Property which will result in short or long term damage. Lessee will refrain from activities which will result in spills, leaks, or discharge of fuels, lubricants, oils, garbage, or any other liquid or solid hazardous or polluting substance.
- 8.4 Should Lessee fail to maintain the Property to Lessor's satisfaction, Lessor may enter the Property and clean and repair as necessary. In such event such costs will constitute an additional fee payable by Lessee upon demand. Failure to maintain the Property may result in the forfeiture of the rights and privileges under this Agreement.

9.0 *Examination and Acceptance of the Property*: Lessee has examined the Property and the Property is accepted in its present condition.

10.0 *Minerals*: It is specifically understood Lessor has, at all times, the right to grant permits for seismic surveys and lease the property for oil, gas and mineral exploration. Lessee expressly acknowledges oil, gas and mineral exploration activities may be conducted on the Property in a manner and to the extent the Mineral Lessee and Lessor may agree. Lessor shall have no liability regarding damages of any nature to Lessee's hunting rights from activities in furtherance of seismic or oil, gas and mineral exploration.

11.0 *Game Laws and Lease Record*: Lessee and any Hunter authorized under any Hunting Sublease specifically agrees to comply with all Federal and State laws and regulations, including but not limited to any and all hunting laws to include, but not limited to, completion of the daily hunting ledger or any other documentation as may be required by applicable law. Lessee acknowledges the failure or refusal of any Hunter or Hunter's guest to supply the required information shall result in such Hunter and Hunter's guest not being allowed to hunt on the Property. The daily hunting ledger or other documentation shall be made available to Lessor, its agents or Game Wardens upon request.

12.0 *Waiver*: No waiver by Lessor or Lessee of any default or breach of any term, condition, or covenant of this Lease will be a waiver of any other breach of any other term, condition, or covenant.

13.0. *Indemnification*: The Lessor assumes no responsibility for the safety of the Lessee or other permitted to use the property by the Lessee and Lessee for itself, its agents and guests, assumes all risks and hazards in connection with the use of the Property for any purpose. Lessee

agrees to indemnify and hold harmless Lessors, its agents representatives, employees, successors or assigns from any and all claims, liabilities, and demands arising out of property damage or personal injury, including attorney's fees, relating to any accident, incident or occurrence, arising out of, incidental to or in anyway resulting from the use of the Property or any improvements situated thereon by Lessee, or Lessee's agents guests, or any other person permitted on the Property by Lessee. Lessor shall have no obligation to maintain or repair the Property or any part thereof or improvements situated thereon and shall have no liability for any injury resulting from Lessor's failure to maintain or repair the leased premises or any such improvements. Lessee agrees to take all reasonable precautions against the occurrence of accidents, injury, or damage to persons, or Property. It is further agreed that Lessee will defend, indemnify, and hold harmless Lessor, its assigns, employees, Lessees under any grazing or agricultural or mineral leases and representatives from and against all loss, cost, damage, or expense (including but not limited to attorney's fees and court costs) of every kind and character which Lessor may suffer, incur, sustain, or be liable for (or be alleged to be liable for), in any way, either directly or indirectly, resulting from, connected with, or arising out of the operations of Lessee, irrespective of who may be alleged to be, or is, in fact, responsible. Lessee intends Lessor to be indemnified and held harmless in the broadest manner possible.

It is understood and acknowledged that Lessor makes no warranty, either express or implied, as to the condition of any roads, buildings, gates or other improvements on the premises or the premises itself and that there are numerous dangerous conditions and risks and hazards involved in hunting and outdoor recreation on the leased premises and in use of the improvements situated thereon, including BUT NOT LIMITED TO poisonous snakes, insects and spiders; blinds and tree stands erected by Lessor and for Lessor's or Hunter's use; erosion of land both on and off roadways or senderos creating rough, hazardous and dangerous driving and walking conditions; animals both wild and domestic, which may be diseased and/or potentially dangerous; deep water; other persons with firearms on or off the premises; and use of vehicles for a purpose which they are not intended.


#### 14.0 General Provisions

- 14.1 *Subrogation.* Lessee waives all rights of subrogation against Lessor and/or its assigns, employees, and representatives.
- 14.2 *Governing Law.* This Hunting Lease is construed under and in accordance with the laws of Texas.
- 14.3 *Grammatical Interpretation:* Whenever the singular number is used, the same includes the plural, and the masculine gender includes the feminine and neuter gender.
- 14.4 *Headings:* Headings are for reference and will not be construed to limit or alter the meaning of the provisions of this Agreement.
- 14.5. *Entire Agreement:* This Hunting Lease constitutes the entire agreement between Lessor and Lessee and will not be explained, modified, or contradicted by any prior or contemporaneous negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by a subsequent written instrument.
- 14.6 *Parties Bound:* This Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and their respective heirs, executors, administrators, legal representatives, or successors in interest office.

- 14.7 *Saving Clause:* Should any clause in this Agreement be found invalid by a court of law, the remainder of this Agreement shall not be affected and all other provisions in this Agreement shall remain valid and enforceable to the fullest extent permitted by law.

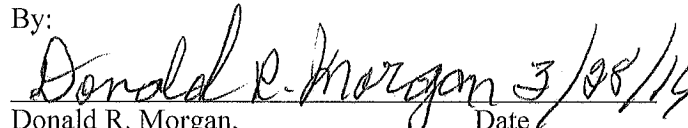
LESSOR: HIGHWAY OIL, INC.

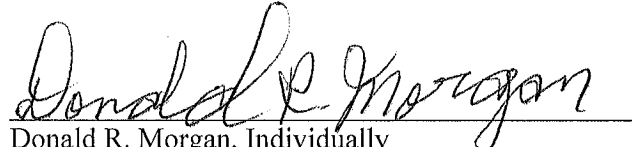
By:

 4/7/2014  
Sandra French Date  
President

LESSEE: DOCHADA HUNTING LLC

By:

 3/28/14  
Donald R. Morgan, Date

  
Donald R. Morgan, Individually

**EXHIBIT "A"**  
**HUNTING RULES AGREEMENT AND RELEASE**

I hereby acknowledge that I have knowingly and willingly signed this Hunting Rules Agreement and Release ("Rules Agreement") and I fully understand and will abide by the terms, provisions and conditions contained within.

1. As a Hunter, you will have access to properties described in this agreement when you are hunting or scouting on the dates specified in the Hunting Sublease between the undersigned, Hunter/Lessee, and Dochada Hunting LLC, Lessor. Access shall not include non-hunter family members and young children.
2. Some agreements may have bag limits that are more restrictive than are allowed by Texas state law. You will need to check the data sheet on each Hunting Sublease for regulations.
3. You agree that owners of the Property will not be liable for any accidents or injuries you sustain while on the properties, or traveling to or from the properties.
4. Absolutely no target practice or sighting-in of rifles or hand guns on properties without permission.
5. Alcoholic beverages must be left in camp and can only be consumed after a Hunter is finished hunting for the day.
6. No camping on properties without written permission of Lessor under the Hunting Sublease.
7. Anyone breaking Texas State Hunting Laws will be terminated from the Hunting Sublease with no reimbursement of monies paid. The local Game Ranger is instructed to call Lessor under the Hunting Subleases in the event of unlawful activity.
8. Only Lessees under the Hunting Subleases are permitted to hunt. No relatives, friends, or family without written permission of Dochada Hunting LLC, as Lessor
9. Absolutely no littering.
10. No campfires allowed without written permission from Lessor under the Hunting Subleases.
11. All gates must be kept closed and locked at all times.
12. Make every effort to retrieve wounded game. If you need assistance, call for help.
13. Any problems with cattle or fences, etc., please alert the Dochada Hunting LLC, as Lessor under the terms of the Hunting Sublease.
14. Obey the requests of Dochada Hunting LLC, as Lessor under the Hunting Subleases and its employees.
15. Any Hunter under the age of eighteen (18) years must have a Texas Hunters Safety Card.

16. You agree to pay for any and all damages you cause to the properties, livestock, or structures on the land.
17. You agree to conduct yourself in a courteous manner at all times while on the properties
18. Any Hunter under the age of 21 must have a parent or guardian co-sign this agreement.
19. Dochada Hunting LLC, as Lessor, under the Hunting Subleases and the owner of the land reserves the right to revise any and all rules.
20. All deer must be tagged immediately. Anyone caught with an untagged deer will be terminated from all agreements.
21. All guns must be unloaded before returning to your vehicles.
22. Absolutely no loaded guns are to be brought into camp.
23. No killing of game to fill limit or tag of anyone else.
24. Predator and feral hog hunting shall be restricted to open game hunting seasons only. Additionally, all predator and feral hog hunting shall be restricted to daylight hours only.
25. No fishing allowed on properties.
26. Hunter agrees to use the existing roads for vehicular traffic and shall use only improved roads during wet conditions and provided further that Lessor expressly reserves the right to restrict vehicular traffic to a specific route or routes based on surface and weather conditions. Hunter further agrees that off-road travel is limited across improved pastures, cropland, and wet ground to foot or light ATV vehicles.
27. All vehicles, recreational vehicles, trailers, and temporary structures of any kind must be removed from the properties within fifteen (15) days of the close of a game hunting season unless such game hunting season overlaps with another season. However, in no event shall vehicles, recreational vehicles, trailers, and temporary structures of any kind remain on the property during any period when there is no game hunting season open.

I further acknowledge and understand no warranty, either expressed or implied, is made by the owner of the land to the condition of the Property located in \_\_\_\_\_ County, Texas, or any roads, buildings, gates or other improvements located thereon (the "Property"). This document is sufficient warning dangerous conditions, risks and hazards may exist. My presence and activities on the Property expose me and my property to dangerous conditions, risks, and hazards, including but not limited to: poisonous snakes, insects and spiders; blinds and tree stands; erosion and the general condition of the land, both on and off roadways, creating rough, hazardous and dangerous driving and walking conditions; animals both wild and domestic that may be diseased and/or potentially dangerous; and persons with firearms both on or off the Property. I hereby expressly assume all such dangers, risks and hazards.

In consideration for the right to enter on to the Property, I hereby release and agree to protect, indemnify and hold harmless the owner of the land and its respective agents, employees, assigns lessees under any other agricultural and mineral Leases from and against any and all claims, demands, causes of action and damages, including attorney fees, resulting from any accident,

As used in the Release, the terms *I*, *my person* and *myself* include minors in my care while on the Hunting Sublease.

Hunting License No. \_\_\_\_\_