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MEMORANDUM OF LEASE

This Memorandum of Lease is entered into by and between Upshur County, having a mailing address of P. O. Box 790, Gilmer, Texas 75644 (hereinafter referred to as "**Lessor**") and Calthan Cattle Company, LLC, Texas limited liability company, having a mailing address of P. O. Box 311, Seymour, Texas 76380 (hereinafter referred to as "**Lessee**").

1. Lessor and Lessee entered into a certain Lease ("**Lease**") effective June 1, 2022.
2. The land leased is described as follows:

UPSHUR COUNTY SCHOOL LAND:

Tract One:


Being 8856 acres of land, more or less, described as follows:

Two leagues of land situated in Throckmorton County, Texas, granted by the State of Texas to the School Commissioners of Upshur County and their successors, by Patent No. 494, Volume 11, Abstract 825, and to which patent and record thereof in the General Land Office in Austin, Texas, reference is here made for further description and field notes.

AND

Tract Two:


Being 8856 acres of land, more or less, described as follows: Two leagues of land situated in Throckmorton and Baylor Counties, Texas, granted by the State of Texas to the School Commissioners of Upshur County and their successors, by Patent No. 722, Volume 12, Abstract 557 (Throckmorton County, 972 acres, more or less) and Abstract 1452 (Baylor County, 7884 acres, more or less), and to which patent and record thereof in the General Land Office in Austin, Texas, reference is here made for further description and field notes.

FILED
TERRI ROSS
COUNTY CLERK
2022 APR 29 AM 11:35
UPSHUR COUNTY, TX.
BY 
DEPUTY

2. The initial lease term is five (5) years.
3. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control.

LESSOR:


UPSHUR COUNTY

By: 
 Todd Tefteller, Upshur County Judge

Date: 4/14/2022

LESSEE:

Calthan Cattle Company, LLC

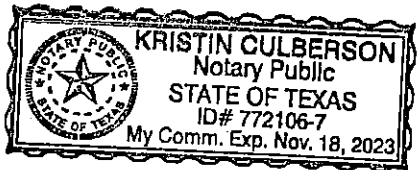
By: 
 Robb Stewart, Sole Member

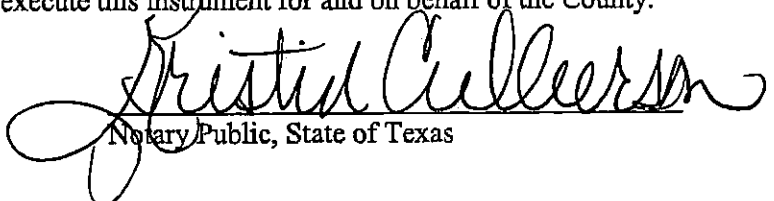
Date: 4/14/22

LESSOR ACKNOWLEDGMENT

STATE OF TEXAS)
)
 COUNTY OF UPSHUR)

On the 14 day of April 2022, before me personally appeared Todd Tefteller, and acknowledged under oath that he is a County Judge for Upshur County, the Lessor in the attached instrument, and as such, was duly authorized to execute this instrument for and on behalf of the County.



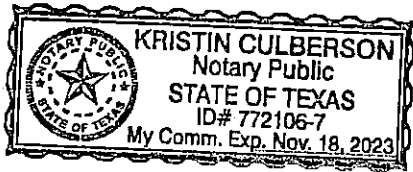

 Notary Public, State of Texas

LESSEE ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Upshur)

On the 14 day of April 2022, before me personally appeared Robb Stewart, and acknowledged under oath that he is the sole Member of Calthan Cattle Company, LLC, a Texas limited liability company, the Lessee in the attached instrument, and as such, was duly authorized to execute this instrument for and on behalf of said company.



Kristin Culberston
Notary Public, State of Texas

After Recording, Return To:

Kendall D. Adair
Harris, Finley & Bogle, P.C.
777 Main Street, Suite 1800
Fort Worth, TX 76102

FILED
TERRI ROSS
COUNTY CLERK
2022 APR 29 AM 11:35
UPSHUR COUNTY, TX.
BY *[Signature]*
DEPUTY