

LIMITED LICENSE
SPLIT OAK ROD & GUN CLUB
2026-2027

East Danbury Land Company, LLC, a Texas limited liability company (“Owner”), owns and leases approximately 635 acres in Brazoria County, Texas (the “Land”). This limited license concerns only hunting and fishing rights on the Land for the one-year period commencing May 1, 2026, and ending April 30, 2027 (the “Term”).

1. (a) In consideration of the payments identified in 2 (b), Owner grants a non-exclusive limited license (the “License”) to the licensee identified on the signature page below (“I” or “Me”) for purposes of hunting, fishing and related uses on the Land (such as use of boats and shooting clay targets at the skeet and trap field and use of the rifle bench and range) (“Permitted Uses”) during the Term.

The License is granted on the conditions that: (i) I use the Land only for Permitted Uses; (ii) I agree to comply with the rules established by Owner that relate to fishing and use of boats on the Land, which are attached as Exhibit A, as well as any additional rules governing Permitted Uses that Owner may establish from time-to-time (the “Rules”); (iii) Owner may terminate this License for failure to comply with the Rules or any other violation of this License; (iv) Owner may grant similar limited licenses for hunting or fishing on the Land, or either of them, to not more than 31 other people (not including the five members of Owner) during the Term; (iv) Owner and its members reserve the right to use the Land for purposes that do not interfere with the Permitted Uses (for example, crawfish farming); and (v) Owner’s members may hunt and fish on the Land.

(b) As consideration for this License, I will pay Owner \$10,000.00, \$5,000.00 of which is payable on or before May 20, 2026, with the balance of \$5,000.00 payable on August 20, 2026. If Owner has not received payment within 10 business days after either due date (“grace period”), Owner may declare that I am not in good standing under this License. If Owner declares that I am not in good standing, I have no rights to enter the Land for any purpose, including entry as a guest, until such time as I have made payment in full as required by this License. Once it is declared by Owner that I am not in good standing, I shall be provided notice and thereafter have seven (7) days after notice to cure the delinquency. Should I not make full payment before the expiration of the seven (7) day notice and time period to cure (which is after the grace period) then Owner may terminate this License, effective on the date of Owners’s notice of cancellation to me, without refund of any prior payment I have made under this License.

(c) This License is personal to Me and I may not assign it. Guest privileges are as stated in the Rules. My guests must sign a Release and Indemnity provided by Owner before using the Land as my guest.

2. (a), I agree that Owner has not made any representation, warranty or inducement to Me with regard to the Land, or the fitness or suitability of the Land for the purposes for which I intend to use it. I accept the Land, **WITHOUT WARRANTY, IN ITS “AS IS”, “WHERE IS” AND “WITH ALL FAULTS”** condition.

(b) I have been made aware of the fact that my entry on the Land exposes Me, and any permitted guests, invitees, employees or contractors, to dangerous conditions, risks and hazards, both latent or visible, known or unknown, including, but not limited to the following: poisonous snakes, insects, spiders; the risk of drowning in lakes, ponds, tanks or other bodies of water; entering or exiting a vehicle or boat; uneven, rough, steep and muddy terrain or low lying trees or branches causing hazardous or dangerous driving or walking conditions; domestic or wild animals which could be diseased or dangerous; and the trailering, use and operation of all-terrain vehicles, watercraft or boats. I hereby acknowledge and knowingly assume all such dangerous conditions, risks and hazards that may be associated with the Land and my entry on and use of the Land.

(c) Owner and other licensees of Owner shall not be liable to Me, my guests or invitees for, and I hereby release Owner and Owner’s other licensees from, any claims or causes of action for damage to my or other person’s property and/or injury to or death(s) of Me or any other person due to the condition, risks or hazardous conditions associated with or the use of and/or activities conducted on the Land, which currently exist or which may arise in the future, regardless if any of the foregoing are latent, visible, known or unknown, disclosed or undisclosed. I hereby expressly assume all risks and liability, including injury or death to persons or property regarding the condition of, my presence on or the conduct of activities or use of the Land or the improvements located thereon. I hereby release Owner and Owner’s other licensees from any liability, claims or cause of action for any and all damages to my or other’s property and death(s) of or injury to me while I am on the Land or in any way related to my access, entry or activities conducted on the Land (including consequential, punitive and exemplary damages), as well as all risks, dangers and hazards assumed in paragraph 2b above and the condition of the Land. **I HEREBY INDEMNIFY AND HOLD HARMLESS OWNER, ALL MEMBERS, MANAGERS, AND OFFICERS OF OWNER, AND OWNER’S OTHER LICENSEES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES, LIENS, JUDGMENTS, LIABILITIES AND EXPENSES INCLUDING ATTORNEY’S FEES, COURT COSTS, COSTS OF INVESTIGATION, AND EXPERT FEES ASSERTED AGAINST OR INCURRED BY OWNER, ALL MEMBERS, MANAGERS, AND OFFICERS OF OWNER OR OWNER’S OTHER LICENSEES AND CAUSED IN WHOLE OR IN PART BY ME OR WHICH ARE OTHERWISE RELATED TO OR ARISE IN CONNECTION WITH MY ACCESS ON, ENTRY UPON, OR MY USE OR ACTIVITIES CONDUCTED ON THE LAND OR RELATED TO THE CONDITION OF THE LAND. THE RELEASES AND INDEMNITIES SET FORTH HEREIN INCLUDE LIABILITY OR DAMAGES CAUSED**

BY THE JOINT, CONCURRING OR CONTRIBUTORY NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER, ALL MEMBERS, MANAGERS, AND OFFICERS OF OWNER, OR OWNER'S LICENSEES, AGENTS, EMPLOYEES, TENANTS OR REPRESENTATIVES. IT IS MY INTENTION TO COMPLY WITH THE EXPRESS NEGLIGENCE RULE AND INDEMNIFY AGAINST ACTS OR OMISSIONS CAUSED IN PART BY THE OWNER, ALL MEMBERS, MANAGERS, AND OFFICERS OF OWNER, OR OWNER'S LICENSEES, AGENTS, TENANTS OR EMPLOYEES. THE ONLY LIABILITIES WHICH ARE NOT COVERED BY THIS RELEASE AND INDEMNITY ARE THOSE CAUSED SOLELY BY THE GROSS NEGLIGENCE OR THE INTENTIONAL MISCONDUCT OF OWNER OR A LICENSEE OF OWNER. I also agree that I will have no right or claim against Owner, any Members, Managers, or Officers of Owner, or a licensee of Owner for any injury, death or property damaged (whether caused by negligence, gross negligence or strict liability of Owner for the condition of the Land or any part thereof) by way of subrogation or assignment, and I hereby waive such rights.

(d) For purposes of this Section 2 of this License, the term "Owner" includes (i) East Danbury Land Company, LLC and its current members Jefferson Boswell, Townes Pressler, Jr. John Wombwell, Key Collie, Ronald Cuenod, Jeffrey Scofield and Hance Myers, as well as any future members, and (ii) Blue Wing Farms, LLC, a Texas limited liability company (which owns the portion of the Land that is leased to East Danbury Land Company, LLC) and its member Jefferson M. Boswell and any of the Managers or Officers of any of the foregoing.

(e) Any of my guests using the Land under this license must sign a copy of the Release and Indemnity provided by Owner for this purpose, whereby my guest agrees to all of this Section 2 as if he/she was the original licensee and to comply with attached Rules and Regulations. I indemnify Owner and Owner's other licensees for any loss resulting from my guest's failure to sign this license.

(f) Chapter 75A, Texas Practice and Remedies Code.

AGREEMENT AND WARNING

I UNDERSTAND AND ACKNOWLEDGE THAT AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES. I UNDERSTAND THAT I HAVE ACCEPTED ALL RISK OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER LOSS THAT MAY RESULT FROM AGRITOURISM ACTIVITIES

3. This license is effective May 1, 2025. Texas law applies. MANDATORY AND EXCLUSIVE VENUE FOR ANY DISPUTES CONCERNING THIS AGREEMENT SHALL BE

IN THE COUNTY COURTS OR DISTRICT COURTS OF HARRIS COUNTY, TEXAS. The relationship between Owner and Me is that of licensor/licensee and not a partnership or joint venture. Owner may do business as “Danbury Rod and Gun Club” or as “Split Oak Rod & Gun Club” or as a “Club” but this does not change our relationship as that of licensor/licensee.

LICENSOR: EAST DANBURY LAND COMPANY, LLC

By: Jeffrey B. Scofield in his capacity as a manager
of licensor and not otherwise

NOTICE – READ BEFORE SIGNING

This license, which includes a waiver, release of liability and indemnity, limits my rights to the recovery of damages in case of personal injury, death or property damage and also obligates me in significant ways as set forth above. If I have any questions about this, I will consult with my own attorney before signing it.

LICENSEE: _____

Printed Name

Signature

PLEASE READ THE CLUB RULES BELOW AND FAMILIARIZE YOURSELF AND FAMILY MEMBERS WITH THEM!!!

Exhibit A – Rules

EXHIBIT A

SPLIT OAK ROD & GUN CLUB

Rules

I. Safety

- A. Safety is paramount and takes precedence over all other considerations.
- B. No excessive use of alcohol at any time, and especially while using a boat or handling a gun.
- C. No illegal drugs, period!
- D. No smoking in the lodge.
- E. Always keep an eye out for snakes, alligators, stinging insects, killer bees, etc. The Land is home to various venomous creatures. **TAKE CAUTION AT ALL TIMES WHILE OUTDOORS.**
- F. All children must be accompanied by an adult when driving a boat, handling a gun, or riding any ATV (All Terrain Vehicle) on any Club property. No speeding!
- G. Do not start any outside fires if it is windy and dry. Never use gasoline to start a fire.
- H. It is the obligation of any member to stop any activity if the member believes the activity is being conducted to an unsafe manner. **All unsafe acts must be immediately brought to the attention of management.**
- I. Take great care around the clay target throwing machines. Stay clear of them when they are in operation. The arm of a thrower and the thrown clay target can cause injury if they hit you. Safety glasses or goggles are required when operating the thrower.

II. General

- A. Obey all game, fishing and boating laws.
- B. DO NOT use or borrow an ATV or mule without the consent of the owner.
- C. Please do not drive trucks, mules or ATVs in the grass around the lodge or in the shooting range. Use the main road at the turn near the canal and water well to access the levy if you are going to the Boathouse and **Do Not drive through the Skeet range.** This is to help maintain the quality of the grounds, appearance of lodge and the surrounding areas.
- D. Members are responsible for their own food and beverage. Wines and liquor may be kept at lodge but please mark them as your own. Please remove all perishable items from refrigerator at the close of your stay or trip. All food and drinks left in refrigerator after the member departs are free to be used by all members.

- E. No game may be stored in the refrigerator in the lodge. All game harvested shall be stored in coolers in your personal vehicle. If you leave your game in your vehicle and leave your vehicle at the lodge and travel off the premises you must show and prominently display the name, address, license number of the member, signature, description of the bird, date of kill, and must have one fully feathered wing attached.
- F. Please clean up after yourself in the lodge, the duck cleaning station, and the skeet/trap range. As to the lodge, even though the club hires maid service, cleaning up after yourself daily will maintain a clean lodge. As to trap/skeet, use the black buckets provided for trash – spent shells and ammo boxes etc. – and leave filled buckets in high skeet house for later trash removal by club management.
 - a. Use trash liners at all times for the disposal of game. Each member is responsible for putting their kill remains in the trash cans provided.
 - b. THIS MEANS DISPOSE OF LINER IMMEDIATELY. DO NOT ASSUME SOMEONE ELSE IS COMING BEHIND YOU TO EMPTY THE TRASH, UNLESS YOU CONFIRMED THAT PERSON’S INTENT.
 - c. We have a trash pickup once a week.
- G. Members are expected to act like gentlemen at all times (including drinking and language).
- H. All members are to have their children, spouse and guests read rules and agree to abide by them.

III. Guests

- A. All guests must be with a named member.
- B. The member must accompany his guests while the guests are on Club property.
- C. No member may send a guest to the club to fish or hunt by himself or herself.
- D. Each guest must sign the Release and Indemnity provided by the Club. The executed release must be provided to the club at entry of the guest onto Club property. Forms for this purpose will be kept in the lodge. If any guest is under 18 years of age, the release must be signed for that guest by a parent or legal guardian. If any guest fails to execute a release, that failure is a default under the License by the host, and the host is responsible in the event of death of or injury to such guest or damage to a guest’s property
- E. **NO GUESTS for duck hunting will be allowed on the opening weekend days, which include the beginning of teal season and opening weekend of both splits for the regular duck season. Immediate family members (child, wife, or parents) will be allowed to hunt on these opening days.**

IV. Lodge & Cabins

- A. Use the online reservation for overnight lodging.
- B. Members are responsible for cleaning up after themselves and their guests. The Club provides pillows, sheets, and comforters. You are welcome to bring your own linens or sleeping bags but they must be removed after your stay. The club also provides towels. A washer and dryer are located downstairs for member use.
- C. The last person leaving the lodge on either Sunday or weekdays should;
 - Unplug all coffee pots.
 - Set air conditioners to 78 degrees or heaters to 60 degrees.
 - Turn off TV.
 - Shut doors.
 - Leave all lights off.
 - Take out trash and place in outside cans.
 - Lock the front gate.

V. Duck Hunting

- A. All members hunting in the morning will meet downstairs at the property map an hour before shooting time. Each group will draw a number indicating which order they will pick blinds. A marker will be put on the duck hunting blind they will occupy on the map.
- B. To participate in the morning draw, you must be a dues paying member or owner. Children of members will not be allowed to pick a blind until all dues paying members/owners have chosen. Children of members cannot substitute for parents who are not in attendance.
- C. To participate in the morning draw, you must declare who you are hunting with and then draw. Teaming up with another group who also draws will not be allowed. In other words, you cannot have two bites at the apple.
- D. **NO GUESTS** for duck hunting will be allowed on the first day of opening weekends, which include the beginning of teal season and opening weekend of both splits for the regular duck season. Immediate family members (child, wife, or parents) will be allowed to hunt on these opening days.
- E. Your decoys and equipment may be neatly stored outside or in your locker area. Be sure to mark your equipment. The Club will not assume any responsibility for it. Do not borrow items from the club **unless you are sure they don't belong to another member.**
- F. All Club decoys must be returned into storage after every hunt. Please be sure to properly string them up for storage. Bring in all damaged decoys to lodge

and place in provided bins. Please report any damaged decoy bags, damaged blinds, or tangled decoys.

- G. No dogs are allowed in any building, except during periods of extreme mosquitoes or cold. At which time they may be kept downstairs – in their dog kennels. Dogs outside must be kept in crates away from the house. You are responsible for cleaning up after your dog and for any damage or disruption it may cause.
- H. All members are required to record the game harvest results from your duck hunts in the main locker room log book.

VI. Bass Fishing

- A. Boats will be maintained on the water for usage of members.
- B. Please clean up boats after each use and plug trolling motor batteries back in for recharging.
- C. All bass more than 13” must be safely released back to the water. Smaller fish are encouraged to be kept. This will allow for us to maintain a trophy bass fishing lake.
- D. Please sign out on the number and size of fish caught after a fishing trip to help management maintain the lake.
- E. Any boat problems incurred should be reported to management so they can be rectified.

VII. Other Shooting Sports

- A. Rifle range, handgun range and skeet/trap clay shooting will be in designated areas only.
- B. When finished with the trap/skeet range, please turn off and release all throwers, properly close the windows/doors and return the remote control to the high house. DO NOT operate the equipment until you have a thorough understanding of proper operation.
- C. Trap/skeet range - use the black buckets provided for trash, spent shells and ammo boxes etc. Leave filled buckets in high skeet house for later trash removal by club management.
- D. During hunting season, activity on the ranges is not allowed until after all hunters have returned to the lodge or 10:30 AM, whichever may occur first.