

140107-14

**LARAMIE COUNTY CLERK
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM PROCESSING FORM**

1. DATE OF PROPOSED ACTION: January 7, 2014

2. AGENDA ITEM: Appointments Bids/Purchases Claims
 Contracts/agreements/leases Grants Land Use: Variances/Board App/Plats
 Proclamations Public Hearings/Rules & Reg's Reports & Public Petitions
 Resolutions Other

3. DEPARTMENT: Laramie County Commissioners

APPLICANT: Glacier Land Services, LLC. **AGENT:** Planning

4. DESCRIPTION: Consideration of a lease agreement between Laramie County and Glacier Land Services

Amount \$ From 10/28/2013 To 10/28/2018

5. DOCUMENTATION: 2 Originals

<u>Commissioner</u>	<u>Clerks Use Only:</u>	<u>Signatures</u>
Ash _____		Co Attny _____
Hasenauer _____		Assist Co Attny _____
Holmes _____		Grants Manager _____
Humphrey _____		Outside Agency _____
Thompson _____		
Action _____		
Postponed/Tabled _____		

140107-14

RECORDED 1/13/2014 AT 3:11 PM REC# 630720 BK# 2373 PG# 1564
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 7

PAID-UP OIL AND GAS LEASE

Producers 88
Rocky Mountain 1989
(Paid-Up Rev.1996a)

THIS AGREEMENT, made and entered into this 28th day of **October, 2013**, by and between **Laramie County Board of Commissioners**, whose address is, **310 West 19th Street, Suite 300, Cheyenne, WY 82001**, hereinafter called lessor (whether one or more), and **Glacier Land Services, LLC** whose address is **P.O. Box 3982, Centennial, CO 80161**, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of *****TEN AND MORE***** dollars (\$10.00+) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of **Laramie**, State of **Wyoming** described as follows, to-wit:

Township 13 North, Range 64 West, 6th P.M.

Section 35: A 1.75 acre tract in the NENE, more particularly described in Book 1110, Page 1917 in the records of the Clerk and Recorder of Laramie County, WY

Township 13 North, Range 65 West, 6th P.M.

Section 6: A 12.82 acre tract of land situated in the E2NW, NESW and NWSE, more fully described in Bk. 996, Pg. 37.

Township 14 North, Range 65 West, 6th P.M.

Section 12: A 1.02 acre tract situated in the NW, more fully described in Book 204, Page 304

Section 27: All that portion of a 22.24 acre tract of land, more fully described in Bk. 809, Pg. 399, contained within the S/2S/2S/2

Section 27: A 2.7457 acre tract of land situated in the N/2S/2S/2, being all that portion of a 22.24 acre tract of land in the S/2S/2, described in Bk. 809, Pg. 399, contained within the N/2S/2S/2

SEE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF

and containing **37.83** acres, more or less.

In addition to the land described above, lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor through adverse possession or other similar statutes of the state in which the lands are located.

The term oil as used in this lease shall be interpreted to include any liquid hydrocarbon substances which occur naturally in the earth, including drip gasoline or other natural condensate recovered from gas without resort to manufacturing process. The term gas as used in this lease shall be interpreted to include any substance, either combustible or noncombustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at ordinary temperature and pressure conditions, including but not limited to helium, nitrogen, carbon dioxide, hydrogen sulphide, coal bed methane gas, casinghead gas and sulphur.

Subject to the other provisions herein contained, this lease shall remain in force for a term of **five (5) years from October 28th, 2013** (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal **eighteen percent (18%)** part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of **eighteen percent (18%)** of the gas sold or used, provided that on gas sold the royalty shall be **eighteen percent (18%)** of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and

C. [Signature]

COPY OF RECORD

under such conditions as are customary in the industry. Price shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed..

3. This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance annual rentals, lessor agrees that lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of the land described above, and as to any strata or stratum, by delivering to lessor or by filing of record a release or releases, and be relieved of all obligations thereafter accruing to the acreage surrendered.

4. Any payments required to be made to lessors pursuant to this lease, other than the payment of royalties, may be paid by lessee to the lessor or to lessor's credit in the _____ pay direct to Lessor _____ Bank, at _____ the above address _____ (or its successor or successors; or any bank with which it may be merged or consolidated, or which succeeds to its business assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas. All such payments may be made by cash, check or draft, mailed or delivered on or before the due date for that payment. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of lessor and on lessor's successors in interest or on lessor's assigns.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, an amount equal to \$1.00 per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty date. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops on said land. When requested by lessor, lessee shall bury its pipelines which traverse cultivated lands below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. Lessee shall have the right at any time (but not the obligation), to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

10. Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described above and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has heretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in under this lease. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit.

11. Lessee shall have the right to unitize, pool, or combine all or any part of the land described above as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the land described above or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in Ownership of the land, royalties, or other payments, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive royalties or other payments hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining

repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's sight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, either express or implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, wars, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease.

17. Lessor hereby warrants and agrees to defend the title to the lands described above, and agrees that the lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against the above described lands in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

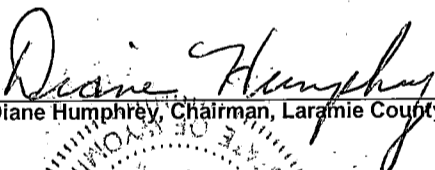
18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

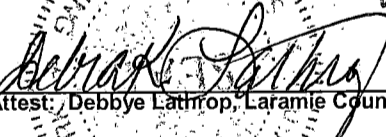
19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

20. For the above consideration, Lessee is granted an option to renew this lease under the same terms and provisions for an additional three (3) years from the end of the primary term hereof and as long thereafter as oil and gas is produced from said lands or lands pooled therewith. Lessee may exercise this option by paying to Lessor the sum of \$300.00 per net acre (as bonus and paid up rentals) prior to the expiration of said lease.

WHEREOF witness my hand as of the day and year first above written.

Laramie County Board of Commissioners


Diane Humphrey, Chairman, Laramie County Commissioners


Attest: Debra K. Lathrop, Laramie County Clerk

1-13-14

**ADDENDUM TO OIL AND GAS LEASE
Laramie County/ Glacier Land Services, LLC**

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, 310 West 19th Street, Suite 300, Cheyenne, WY 82001, ("LESSOR") and Glacier Land Services, LLC, whose address is P.O. Box 3982, Centennial, CO 80161, hereinafter (LESSEE). The parties agree as follows:

Township 13 North, Range 64 West, 6th P.M.

Section 35: A 1.75 acre tract in the NENE, more particularly described in Book 1110, Page 1917 in the records of the Clerk and Recorder of Laramie County, WY

Township 13 North, Range 65 West, 6th P.M.

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Section 27: A 2.7457 acre tract of land situated in the N/2S/2S/2

I. PURPOSE

The purpose of this Addendum is to modify the "Paid-Up Oil and Gas Lease" (hereinafter the "Agreement") between the parties above relating to property owned by LESSOR and particularly described in Exhibit A to the Agreement.

II. TERM

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Addendum and Agreement and shall remain in full force pursuant to the terms of the Agreement and this Addendum.

III. MODIFICATIONS

1. LESSEE understands that LESSOR does not own the surface estate of the property subject to the Agreement. The parties agree that the terms of this Agreement do not and shall not be construed in any way to surrender, diminish or alter in any way, the surface interest that the surface owner (currently the United States of America) holds and controls pursuant to law in the land, including, but not limited to, the right to install and maintain electric power utility fixtures, equipment, and related structures. Further, LESSEE agrees that it will not obstruct, alter or impede the use of the surface estate or construct or place any structure, well, improvements, machinery, fixtures, re-pressuring or recycling facilities, tanks, input wells, pipelines, telephone or electric lines, tanks, ponds, roadways, plants, equipment or structures on or under the surface estate, or easements leading to and from the surface estate, without prior approval and prior written consent of both LESSOR and the owner of the surface estate. Moreover, LESSEE agrees to indemnify and hold harmless the LESSOR for any complaint by the owner of the surface estate of any sort, including challenges to LESSOR's ownership of the mineral estate and damages to the surface estate or easements to and from the surface estate due to Lease activities.

2. Paragraph 1 of the Lease is modified to add the following underlined language, "and containing 37.83 acres, more or less, representing the mineral estate only, and excluding the surface estate."

3. Paragraph 17 of the Lease is modified to omit the following underlined language, "warrants and agrees to defend the title to the lands described above and" and to add the following underlined language at the end of the paragraph, "PROVIDED HOWEVER, the LESSOR makes no warranties regarding its title to the mineral estate within the legal description set out in ¶ 1, or regarding the LESSOR'S authority to bind the owner of the surface estate within the legal description set out in ¶ 1."

IV. ADDITIONAL PROVISIONS

1. **Entire Agreement:** The Agreement (3 pages and its Exhibit A (Paid-Up Oil and Gas Lease, Letter dated September 6, 2013, and Order for Payment) (5 pages)) and Addendum (4 pages) represent the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

2. **Assignment:** In the event of assignment of Lessee's interest pursuant to ¶ 12 of the Lease, Lessee covenants and warrants that the terms and rights inhering to the benefit of Lessor in this Agreement and Addendum shall remain unmodified.

3. **Modification:** This Agreement and Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

4. **Invalidity:** If any provision of this Agreement and Addendum is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of this Agreement and Addendum are fully severable.

5. **Applicable Law and Venue:** The parties mutually understand and agree this Agreement and Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement and Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District Of Wyoming. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement and Addendum.

6. **Governmental/Sovereign Immunity:** COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement and Addendum. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement and Addendum.

7. **Third Parties:** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement and Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement and Addendum shall operate only between the parties to the Agreement and Addendum, and shall inure solely to the benefit of the parties to this Agreement and Addendum.

8. **Addendum Controls:** Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

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RECORDED 1/13/2014 AT 3:11 PM REC# 630720 BK# 2373 PG# 1567
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 4 OF 7

ADDENDUM TO OIL AND GAS LEASE
Laramie County/ Glacier Land Services, LLC
SIGNATURE PAGE

LARAMIE COUNTY, WYOMING

By: *Diane Humphrey*
Diane Humphrey, Chairman, Laramie County Commissioners

Date _____

ATTEST: *Debbie Lathrop*
Debbie Lathrop, Laramie County Clerk

Date 1-13-14

REVIEWED AND APPROVED AS TO FORM ONLY

By: *Bernard Haggerty*
Bernard Haggerty, Deputy Laramie County Attorney

Date 1-6-14

LESSEE: Glacier Land Services, LLC

By: *Patricia A. Koenig*
Authorized Signature

Date January 3, 2014

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

Acknowledgment of all instruments conveying, mortgaging or otherwise disposing of or encumbering real estate, including homestead property, and other instruments affecting title to real estate and all other instruments to be acknowledged in a representative capacity:

State of Colorado

County of Arapahoe

This instrument was acknowledged before me on 1/13/14, 2014 by Patricia A. Koenig as Agent of Glacier Land Services, LLC.

[Signature]
(Seal) (Signature of notarial officer)

Notary Public
Title (Notary Public or Rank if military officer)

My commission expires: 5/29/2016



RECORDED 1/13/2014 AT 3:11 PM REC# 630720 BK# 2373 PG# 1568
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 5 OF 7



ORDER FOR PAYMENT

On approval of the agreement associated herewith and on approval of title to same, Glacier Land Services, LLC will make payment as indicated herein by check within 45 business days of receipt of the original of this Order of Payment and the Agreement. Payment is deemed complete upon mailing or dispatch. No default shall be declared for failure to make payment until 10 days after receipt of written notice from payee of intention to declare such default.

If the Oil and Gas Lease referenced herein covers less than the entire undivided interest in the oil and gas or other rights in such land, then the dollar amount listed herein shall be paid to the Lessor only in the proportion which the interest in said lands covered by the Agreement bears to the entire undivided interest therein. Further, should Lessor own more or less than the net interest defined herein, Lessee shall increase or reduce the dollar amount payable hereunder proportionately.

Lessor and Lessee agree that, when Lessor executed the Oil and Gas Lease, Lessor and Lessee entered into a binding contract that, among other things, leases the lands listed in Oil and Gas Lease to Lessee. Lessee agrees to pay Lessor the bonus consideration for the Lease, subject to approval of title and the verification of Lessor's net mineral acre ownership, as determined solely by the Lessee.

PAY TO: Laramie County Board of Commissioners
AMOUNT: Twelve thousand six hundred fifty-six and 45/100ths dollars-----\$12,656.45
ADDRESS: 310 West 19th Street, Suite 300, Cheyenne, WY 82001

This payment constitutes bonus consideration for a five (5) year Paid-Up Oil and Gas Lease dated October 28, 2013, covering the following described lands in Laramie County, Wyoming.

Township 13 North, Range 64 West, 6th P.M.

Section 35: A 1.75 acre tract in the NENE, more particularly described in Book 1110, Page 1917 in the records of the Clerk and Recorder of Laramie County, WY

Township 13 North, Range 65 West, 6th P.M.

Section 6: A 12.82 acre tract of land situated in the E2NW, NESW and NWSE, more fully described in Bk. 996, Pg. 37.

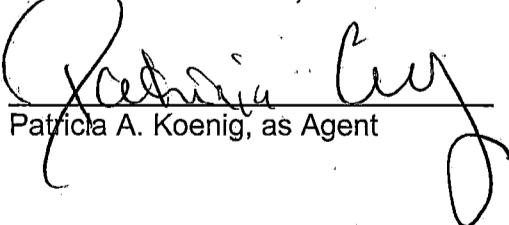
Township 14 North, Range 65 West, 6th P.M.

Section 12: A 1.02 acre tract situated in the NW, more fully described in Book 204, Page 304
Section 27: All that portion of a 22.24 acre tract of land, more fully described in Bk. 809, Pg. 399, contained within the S/2S/2S/2

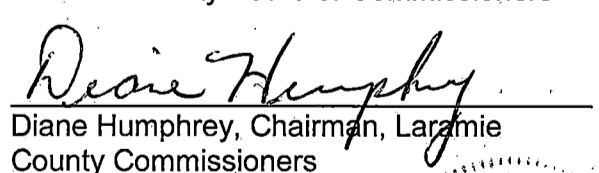
Section 27: A 2.7457 acre tract of land situated in the N/2S/2S/2, being all that portion of a 22.24 acre tract of land in the S/2S/2, described in Bk. 809, Pg. 399, contained within the N/2S/2S/2

GROSS ACRES: 37.83
NET ACRES: 28.0829

Glacier Land Services, LLC

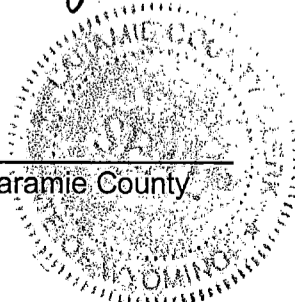

Patricia A. Koenig, as Agent

Laramie County Board of Commissioners


Diane Humphrey, Chairman, Laramie County Commissioners


Attest: Debbye Lathrop, Laramie County Clerk

1-13-14





Glacier Land Services, LLC

October 28, 2013

Laramie County Board of Commissioners
Attn: Bern Haggerty
310 West 19th Street, Suite 320
Cheyenne, WY 82001

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Containing 37.83 Gross and 28.0829 Net acres, more or less in Laramie County, Wyoming.

Dear Laramie County Board of Commissioners,

Pursuant to our conversation, enclosed you will find an Oil and Gas Lease plus one copy (so marked for your records) covering the above captioned lands. We have also included an order for payment representing **\$500.00** per net mineral acre that you own in the above captioned lands. The order for payment is for **45** business days, which will allow us time to process the lease and complete the necessary title work prior to paying the Lease bonus. If, after confirmation of title, it is determined that the net acres owned by you and available for leasing is different from **28.0829** net acres, then the total bonus to be paid may be adjusted accordingly. Payment will be made in accordance with the Order for Payment included in this package. Please note that the terms that have been offered are as follows:

\$500.00 per net mineral acre
5 year lease term with a 3 year option @ \$300.00 per net mineral acre
18% royalty

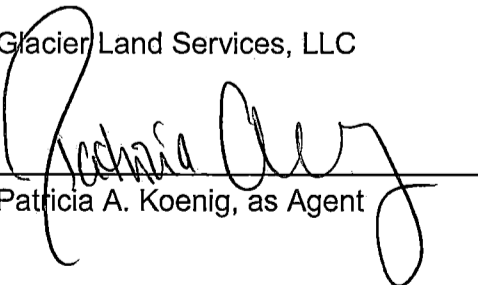
Please take some time to review the package. If you have any questions or concerns, please contact **Jackie Marincic at 970-404-1299 or jamarincic@yahoo.com**. To execute this lease package you will need to complete the following:

1. Sign the original lease **in the presence of a notary public**.
2. **Return** the signed, notarized **original Oil and Gas Lease, signed Addendum, and the signed Order for Payment** to us via the enclosed return envelope.
3. **Counter sign this letter below to acknowledge acceptance of the terms stated above and include in the enclosed return envelope.**

Please respond to this lease package as soon as possible, as this offer will expire in 30 days from the above date, and return of the executed oil and gas lease after that date will be considered an offer by you to lease which Glacier Land Services, LLC can either accept or reject.

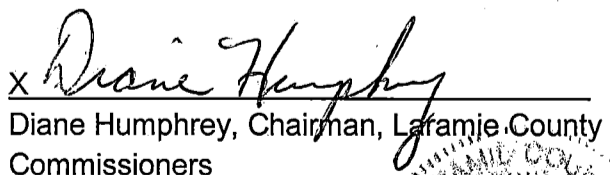
Sincerely,

Glacier Land Services, LLC

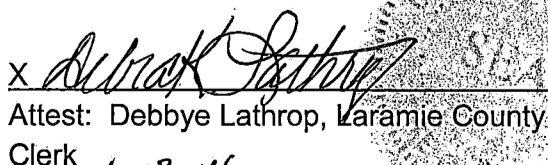


Patricia A. Koenig, as Agent

Laramie County Board of Commissioners



x Diane Humphrey
Diane Humphrey, Chairman, Laramie County
Commissioners



x Debbye Lathrop
Attest: Debbye Lathrop, Laramie County
Clerk

1-13-14

October 28, 2013

Laramie County Board of Commissioners
Attn: Bern Haggerty
310 West 19th Street, Suite 320
Cheyenne, WY 82001

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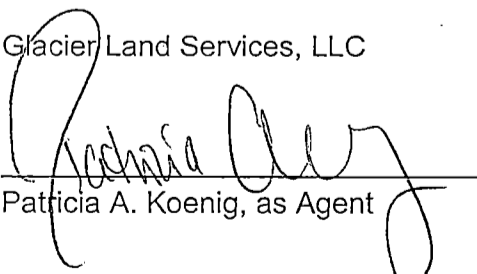
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Sincerely,

Glacier Land Services, LLC


Patricia A. Koenig, as Agent

Laramie County Board of Commissioners

X _____
Diane Humphrey, Chairman, Laramie County
Commissioners

X _____
Attest: Debbye Lathrop, Laramie County
Clerk

ORDER FOR PAYMENT

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PAY TO: Laramie County Board of Commissioners
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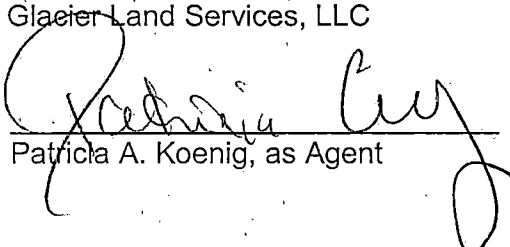
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GROSS ACRES: 37.83
NET ACRES: 28.0829

Glacier Land Services, LLC


Patricia A. Koenig, as Agent

Laramie County Board of Commissioners

Diane Humphrey, Chairman, Laramie
County Commissioners

Attest: Debbye Lathrop, Laramie County
Clerk

When Recorded send to:
Glacier Land Services, LLC
P.O. Box 3982
Centennial, CO 80161

PAID-UP OIL AND GAS LEASE

Producers 88
Rocky Mountain 1989
(Paid-Up Rev.1996a)

THIS AGREEMENT, made and entered into this 28th day of October, 2013, by and between Laramie County Board of Commissioners, whose address is, 310 West 19th Street, Suite 300, Cheyenne, WY 82001, hereinafter called lessor (whether one or more), and Glacier Land Services, LLC whose address is P.O. Box 3982, Centennial, CO 80161, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of ***TEN AND MORE*** dollars (\$10.00+) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Laramie, State of Wyoming described as follows, to-wit:

Township 13 North, Range 64 West, 6th P.M.

Section 35: A 1.75 acre tract in the NENE, more particularly described in Book 1110, Page 1917 in the records of the Clerk and Recorder of Laramie County, WY

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SEE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF

and containing 37.83 acres, more or less.

In addition to the land described above, lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor through adverse possession or other similar statutes of the state in which the lands are located.

The term oil as used in this lease shall be interpreted to include any liquid hydrocarbon substances which occur naturally in the earth, including drip gasoline or other natural condensate recovered from gas without resort to manufacturing process. The term gas as used in this lease shall be interpreted to include any substance, either combustible or noncombustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at ordinary temperature and pressure conditions, including but not limited to helium, nitrogen, carbon dioxide, hydrogen sulphide, coal bed methane gas, casinghead gas and sulphur.

Subject to the other provisions herein contained, this lease shall remain in force for a term of **five (5) years** from **October 28th, 2013** (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal **eighteen percent (18%)** part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of **eighteen percent (18%)** of the gas sold or used, provided that on gas sold the royalty shall be **eighteen percent (18%)** of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and

under such conditions as are customary in the industry. Price shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed..

3. This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance annual rentals, lessor agrees that lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of the land described above, and as to any strata or stratum, by delivering to lessor or by filing of record a release or releases, and be relieved of all obligations thereafter accruing to the acreage surrendered.

4. Any payments required to be made to lessors pursuant to this lease, other than the payment of royalties, may be paid by lessee to the lessor or to lessor's credit in the _____ pay direct to Lessor _____ Bank, at _____ the above address _____ (or its successor or successors, or any bank with which it may be merged or consolidated, or which succeeds to its business assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas. All such payments may be made by cash, check or draft, mailed or delivered on or before the due date for that payment. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of lessor and on lessor's successors in interest or on lessor's assigns.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, an amount equal to \$1.00 per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty date. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops on said land. When requested by lessor, lessee shall bury its pipelines which traverse cultivated lands below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. Lessee shall have the right at any time (but not the obligation), to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

10. Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described above and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has heretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in under this lease. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit.

11. Lessee shall have the right to unitize, pool, or combine all or any part of the land described above as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the land described above or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in Ownership of the land, royalties, or other payments, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive royalties or other payments hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining

repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's sight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, either express or implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, wars, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease.

17. Lessor hereby warrants and agrees to defend the title to the lands described above, and agrees that the lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against the above described lands in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

20. For the above consideration, Lessee is granted an option to renew this lease under the same terms and provisions for an additional three (3) years from the end of the primary term hereof and as long thereafter as oil and gas is produced from said lands or lands pooled therewith. Lessee may exercise this option by paying to Lessor the sum of \$300.00 per net acre (as bonus and paid up rentals) prior to the expiration of said lease.

WHEREOF witness my hand as of the day and year first above written.

Laramie County Board of Commissioners

Diane Humphrey, Chairman, Laramie County Commissioners

Attest: Debbye Lathrop, Laramie County Clerk

STATE OF _____
COUNTY OF _____ } ss

CORPORATE ACKNOWLEDGMENT

On this _____ day of _____, **2014**, before me, the undersigned authority, personally appeared **Diane Humphrey**, personally known to me or proved to me by satisfactory evidence to be the person whose name is subscribed to the foregoing instrument as the **Chairman** of **Laramie County Board of Commissioners**, and acknowledged to me that he executed the same with proper authority, and as the act of such corporation for the purposes therein set forth.

(Affix Notarial Seal/Stamp Above)

Notary Signature _____
Printed Name of Notary: _____
Notary Public for the State of _____
Residing at: _____
My Commission Expires: _____

STATE OF _____
COUNTY OF _____ }

INDIVIDUAL ACKNOWLEDGMENT

On this _____ day of _____, **2014**, before me, the undersigned authority, personally appeared **Debbie Lathrop**, **Laramie County Clerk**, known to me or proved to me by satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me she executed the same for the purposes therein stated.

(Affix Notarial Seal/Stamp Above)

Notary Signature _____
Printed Name of Notary: _____
Notary Public for the State of _____
Residing at: _____
My Commission Expires: _____

ADDENDUM TO OIL AND GAS LEASE
Laramie County/ Glacier Land Services, LLC

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, 310 West 19th Street, Suite 300, Cheyenne, WY 82001, ("LESSOR") and Glacier Land Services, LLC, whose address is P.O. Box 3982, Centennial, CO 80161, hereinafter (LESSEE). The parties agree as follows:

Township 13 North, Range 64 West, 6th P.M.

Section 35: A 1.75 acre tract in the NENE, more particularly described in Book 1110, Page 1917 in the records of the Clerk and Recorder of Laramie County, WY

Township 13 North, Range 65 West, 6th P.M.

Section 6: A 12.82 acre tract of land situated in the E2NW, NESW and NWSE, more fully described in Bk. 996, Pg. 37.

Township 14 North, Range 65 West, 6th P.M.

Section 12: A 1.02 acre tract situated in the NW, more fully described in Book 204, Page 304

Section 27: All that portion of a 22.24 acre tract of land, more fully described in Bk. 809, Pg. 399, contained within the S/2S/2S/2

Section 27: A 2.7457 acre tract of land situated in the N/2S/2S/2

I. PURPOSE

The purpose of this Addendum is to modify the "Paid-Up Oil and Gas Lease" (hereinafter the "Agreement") between the parties above relating to property owned by LESSOR and particularly described in Exhibit A to the Agreement.

II. TERM

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Addendum and Agreement and shall remain in full force pursuant to the terms of the Agreement and this Addendum.

III. MODIFICATIONS

1. LESSEE understands that LESSOR does not own the surface estate of the property subject to the Agreement. The parties agree that the terms of this Agreement do not and shall not be construed in any way to surrender, diminish or alter in any way, the surface interest that the surface owner (currently the United States of America) holds and controls pursuant to law in the land, including, but not limited to, the right to install and maintain electric power utility fixtures, equipment, and related structures. Further, LESSEE agrees that it will not obstruct, alter or impede the use of the surface estate or construct or place any structure, well, improvements, machinery, fixtures, re-pressuring or recycling facilities, tanks, input wells, pipelines, telephone or electric lines, tanks, ponds, roadways, plants, equipment or structures on or under the surface estate, or easements leading to and from the surface estate, without prior approval and prior written consent of both LESSOR and the owner of the surface estate. Moreover, LESSEE agrees to indemnify and hold harmless the LESSOR for any complaint by the owner of the surface estate of any sort, including challenges to LESSOR's ownership of the mineral estate and damages to the surface estate or easements to and from the surface estate due to Lease activities.

2. Paragraph 1 of the Lease is modified to add the following underlined language, "and containing 37.83 acres, more or less, representing the mineral estate only, and excluding the surface estate."

3. Paragraph 17 of the Lease is modified to omit the following underlined language, "warrants and agrees to defend the title to the lands described above and" and to add the following underlined language at the end of the paragraph, "PROVIDED HOWEVER, the LESSOR makes no warranties regarding its title to the mineral estate within the legal description set out in ¶ 1, or regarding the LESSOR'S authority to bind the owner of the surface estate within the legal description set out in ¶ 1."

IV. ADDITIONAL PROVISIONS

1. Entire Agreement: The Agreement (3 pages and its Exhibit A (Paid-Up Oil and Gas Lease, Letter dated September 6, 2013, and Order for Payment) (5 pages)) and Addendum (4 pages) represent the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

2. Assignment: In the event of assignment of Lessee's interest pursuant to ¶ 12 of the Lease, Lessee covenants and warrants that the terms and rights inhering to the benefit of Lessor in this Agreement and Addendum shall remain unmodified.

3. Modification: This Agreement and Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

4. Invalidity: If any provision of this Agreement and Addendum is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of this Agreement and Addendum are fully severable.

5. Applicable Law and Venue: The parties mutually understand and agree this Agreement and Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement and Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District Of Wyoming. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement and Addendum.

6. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement and Addendum. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement and Addendum.

7. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement and Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement and Addendum shall operate only between the parties to the Agreement and Addendum, and shall inure solely to the benefit of the parties to this Agreement and Addendum.

8. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

ADDENDUM TO OIL AND GAS LEASE
Laramie County/ Glacier Land Services, LLC
SIGNATURE PAGE

LARAMIE COUNTY, WYOMING

By: _____
Diane Humphrey, Chairman, Laramie County Commissioners

Date _____

ATTEST:

By: _____
Debbie Lathrop, Laramie County Clerk

Date _____

REVIEWED AND APPROVED AS TO FORM ONLY

By: _____
Bernard Haggerty, Deputy Laramie County Attorney

Date _____

LESSEE: Glacier Land Services, LLC

By: Patricia A. Koenig
Authorized Signature

Date January 3, 2014

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

Acknowledgment of all instruments conveying, mortgaging or otherwise disposing of or encumbering real estate, including homestead property, and other instruments affecting title to real estate and all other instruments to be acknowledged in a representative capacity:

State of Colorado

County of Apache

This instrument was acknowledged before me on 1/3/14, 2014 by Patricia A. Koenig as Agent of Glacier Land Services, LLC.

[Signature]
(Seal) (Signature of notarial officer)

Notary Public
Title (Notary Public or Rank if military officer)

My commission expires: 5/29/2016





Glacier Land Services, LLC

March 12, 2014

Laramie County Board of Commissioners
310 West 19th Street, Suite 300
Cheyenne, WY 82001

RE: Bonus Consideration for Oil and Gas Lease
North Fairway Prospect (NFY-477, 372-10)

Township 13 North, Range 64 West

Section 35: A 1.75 acre tract in the NENE, more particularly described in Book 1110, Page 1917 in the records of the Clerk and Recorder of Laramie County, WY

Township 13 North, Range 65 West

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Section 12: A 1.02 acre tract situated in the NW, more fully described in Book 204 Page 304

Section 27: All that portion of a 22.24 acre tract of land, more fully described in Bk. 809, Pg. 399, contained within the S/2S/2S/2

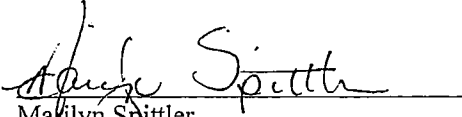
Section 27: A 2.7457 acre tract of land situated in the N/2S/2S/2, being all that portion of a 22.24 acre tract of land in the S/2S/2, described in Bk. 809, Pg. 399, contained within the N/2S/2S/2

To Whom It May Concern,

Enclosed please find Check No. 44008 in the amount of \$14,041.45 from Glacier Land Services, LLC. Let this serve as the full bonus consideration payment of the 5-year Paid-Up Oil and Gas lease on the above referenced land.

Please acknowledge receipt of this check by signing and dating one copy of this letter below. Return the signed original to us in the enclosed self-addressed envelope and retain the copy for your records. If you have any questions regarding this matter, please contact Jackie Marincic at (970) 404-1299.

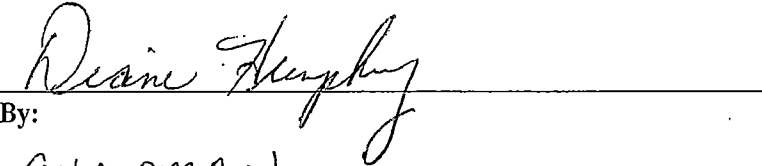
Regards,



Marilyn Spittler
Agent for Glacier Land Services, LLC
/ms
Enclosure

Received Check No. 44008 from Glacier Land Services, LLC in the amount of \$14,041.45 on this 14 day of MARCH, 2014.

Laramie County Board of Commissioners



By:

CHAIRMAN

Its:

Laramie County Board of Commissioners

Check Number: 44008

Check Date: Mar 12, 2014

Check Amount: \$14,041.45

<u>Invoice</u>	<u>Amount Paid</u>	<u>Description</u>
	\$14,041.45	NFY-477 Bonus Consideration for OGL



TRUDY L. EISELE
LARAMIE COUNTY Treasurer
MISCELLANEOUS RECEIPT

*** ORIGINAL RECEIPT ***

Misc Receipt Nbr: 22443

Trans Date: 03/17/2014

Received from/Description:
GLACIER LAND - OIL & GAS LEASE

On Account Of:
CO BLDG - GLACIER LAND SERVICES LLC
OIL AND GAS LEASE PAYMENT
CK #44008

Entered by: tammyd

Batch: 20140317-000356

Amount: 14,041.45

Payment Type	Doc#	Description	Amount
CHECK	44008	GLACIER LAND SERVICES LLC	14,041.45
TOTAL:			14,041.45

RECORDED 1/13/2014 AT 3:11 PM REC# 630720 BK# 2373 PG# 1564
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 7

PAID-UP OIL AND GAS LEASE

Producers 88
Rocky Mountain 1989
(Paid-Up Rev.1996a)

THIS AGREEMENT, made and entered into this 28th day of October, 2013, by and between Laramie County Board of Commissioners, whose address is, 310 West 19th Street, Suite 300, Cheyenne, WY 82001, hereinafter called lessor (whether one or more), and Glacier Land Services, LLC whose address is P.O. Box 3982, Centennial, CO 80161, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of *****TEN AND MORE***** dollars (\$10.00+) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Laramie, State of Wyoming described as follows, to-wit:

Township 13 North, Range 64 West, 6th P.M.

Section 35: A 1.75 acre tract in the NENE, more particularly described in Book 1110, Page 1917 in the records of the Clerk and Recorder of Laramie County, WY

Township 13 North, Range 65 West, 6th P.M.

Section 6: A 12.82 acre tract of land situated in the E2NW, NESW and NWSE, more fully described in Bk. 996, Pg. 37.

Township 14 North, Range 65 West, 6th P.M.

Section 12: A 1.02 acre tract situated in the NW, more fully described in Book 204, Page 304

Section 27: All that portion of a 22.24 acre tract of land, more fully described in Bk. 809, Pg. 399, contained within the S/2S/2S/2

Section 27: A 2.7457 acre tract of land situated in the N/2S/2S/2, being all that portion of a 22.24 acre tract of land in the S/2S/2, described in Bk. 809, Pg. 399, contained within the N/2S/2S/2

SEE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF

and containing 37.83 acres, more or less.

In addition to the land described above, lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor through adverse possession or other similar statutes of the state in which the lands are located.

The term oil as used in this lease shall be interpreted to include any liquid hydrocarbon substances which occur naturally in the earth, including drip gasoline or other natural condensate recovered from gas without resort to manufacturing process. The term gas as used in this lease shall be interpreted to include any substance, either combustible or noncombustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at ordinary temperature and pressure conditions, including but not limited to helium, nitrogen, carbon dioxide, hydrogen sulphide, coal bed methane gas, casinghead gas and sulphur.

Subject to the other provisions herein contained, this lease shall remain in force for a term of **five (5) years** from **October 28th, 2013** (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal **eighteen percent (18%)** part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of **eighteen percent (18%)** of the gas sold or used, provided that on gas sold the royalty shall be **eighteen percent (18%)** of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and

repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's sight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, either express or implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, wars, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease.

17. Lessor hereby warrants and agrees to defend the title to the lands described above, and agrees that the lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against the above described lands in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

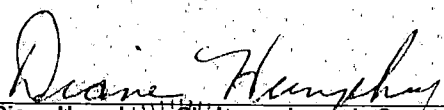
18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

20. For the above consideration, Lessee is granted an option to renew this lease under the same terms and provisions for an additional three (3) years from the end of the primary term hereof and as long thereafter as oil and gas is produced from said lands or lands pooled therewith. Lessee may exercise this option by paying to Lessor the sum of \$300.00 per net acre (as bonus and paid up rentals) prior to the expiration of said lease.

WHEREOF witness my hand as of the day and year first above written.

Laramie County Board of Commissioners


Diane Humphrey, Chairman, Laramie County Commissioners


Attest: Debra K. Lathrop, Laramie County Clerk

1-13-14

ADDENDUM TO OIL AND GAS LEASE
Laramie County/ Glacier Land Services, LLC

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I. PURPOSE

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This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Addendum and Agreement and shall remain in full force pursuant to the terms of the Agreement and this Addendum.

III. MODIFICATIONS

1. LESSEE understands that LESSOR does not own the surface estate of the property subject to the Agreement. The parties agree that the terms of this Agreement do not and shall not be construed in any way to surrender, diminish or alter in any way, the surface interest that the surface owner (currently the United States of America) holds and controls pursuant to law in the land, including, but not limited to, the right to install and maintain electric power utility fixtures, equipment, and related structures. Further, LESSEE agrees that it will not obstruct, alter or impede the use of the surface estate or construct or place any structure, well, improvements, machinery, fixtures, re-pressuring or recycling facilities, tanks, input wells, pipelines, telephone or electric lines, tanks, ponds, roadways, plants, equipment or structures on or under the surface estate, or easements leading to and from the surface estate, without prior approval and prior written consent of both LESSOR and the owner of the surface estate. Moreover, LESSEE agrees to indemnify and hold harmless the LESSOR for any complaint by the owner of the surface estate of any sort, including challenges to LESSOR's ownership of the mineral estate and damages to the surface estate or easements to and from the surface estate due to Lease activities.

2. Paragraph 1 of the Lease is modified to add the following underlined language, "and containing 37.83 acres, more or less, representing the mineral estate only, and excluding the surface estate."

3. Paragraph 17 of the Lease is modified to omit the following underlined language, "warrants and agrees to defend the title to the lands described above and" and to add the following underlined language at the end of the paragraph, "PROVIDED HOWEVER, the LESSOR makes no warranties regarding its title to the mineral estate within the legal description set out in ¶ 1, or regarding the LESSOR'S authority to bind the owner of the surface estate within the legal description set out in ¶ 1."

IV. ADDITIONAL PROVISIONS

1. Entire Agreement: The Agreement (3 pages and its Exhibit A (Paid-Up Oil and Gas Lease, Letter dated September 6, 2013, and Order for Payment) (5 pages)) and Addendum (4 pages) represent the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

2. Assignment: In the event of assignment of Lessee's interest pursuant to ¶ 12 of the Lease, Lessee covenants and warrants that the terms and rights inhering to the benefit of Lessor in this Agreement and Addendum shall remain unmodified.

3. Modification: This Agreement and Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

4. Invalidity: If any provision of this Agreement and Addendum is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of this Agreement and Addendum are fully severable.

5. Applicable Law and Venue: The parties mutually understand and agree this Agreement and Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement and Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District Of Wyoming. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement and Addendum.

6. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement and Addendum. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement and Addendum.

7. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement and Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement and Addendum shall operate only between the parties to the Agreement and Addendum, and shall inure solely to the benefit of the parties to this Agreement and Addendum.

8. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

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RECORDED 1/13/2014 AT 3:11 PM REC# 630720 BK# 2373 PG# 1567
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 4 OF 7

ADDENDUM TO OIL AND GAS LEASE
Laramie County/ Glacier Land Services, LLC
SIGNATURE PAGE

LARAMIE COUNTY, WYOMING

By: *Diane Humphrey*
Diane Humphrey, Chairman, Laramie County Commissioners

Date _____

ATTEST: *Debbie Lathrop*
Debbie Lathrop, Laramie County Clerk

Date 1-13-14

REVIEWED AND APPROVED AS TO FORM ONLY

By: *Bernard Haggerty*
Bernard Haggerty, Deputy Laramie County Attorney

Date 1-6-14

LESSEE: Glacier Land Services, LLC

By: *Patricia A. Koenig*
Authorized Signature

Date January 3, 2014

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

Acknowledgment of all instruments conveying, mortgaging or otherwise disposing of or encumbering real estate, including homestead property, and other instruments affecting title to real estate and all other instruments to be acknowledged in a representative capacity:

State of Colorado

County of Apache

This instrument was acknowledged before me on 1/13/14, 2014 by Patricia A. Koenig as Agent of Glacier Land Services, LLC.

[Signature]
(Seal) (Signature of notarial officer)

Notary Public
Title (Notary Public or Rank if military officer)

My commission expires: 5/29/2016



RECORDED 1/13/2014 AT 3:11 PM REC# 630720 BK# 2373 PG# 1568
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 5 OF 7

ORDER FOR PAYMENT

On approval of the agreement associated herewith and on approval of title to same, Glacier Land Services, LLC will make payment as indicated herein by check within 45 business days of receipt of the original of this Order of Payment and the Agreement. Payment is deemed complete upon mailing or dispatch. No default shall be declared for failure to make payment until 10 days after receipt of written notice from payee of intention to declare such default.

If the Oil and Gas Lease referenced herein covers less than the entire undivided interest in the oil and gas or other rights in such land, then the dollar amount listed herein shall be paid to the Lessor only in the proportion which the interest in said lands covered by the Agreement bears to the entire undivided interest therein. Further, should Lessor own more or less than the net interest defined herein, Lessee shall increase or reduce the dollar amount payable hereunder proportionately.

Lessor and Lessee agree that, when Lessor executed the Oil and Gas Lease, Lessor and Lessee entered into a binding contract that, among other things, leases the lands listed in Oil and Gas Lease to Lessee. Lessee agrees to pay Lessor the bonus consideration for the Lease, subject to approval of title and the verification of Lessor's net mineral acre ownership, as determined solely by the Lessee.

PAY TO: Laramie County Board of Commissioners
AMOUNT: Twelve thousand six hundred fifty-six and 45/100ths dollars-----\$12,656.45
ADDRESS: 310 West 19th Street, Suite 300, Cheyenne, WY 82001

This payment constitutes bonus consideration for a five (5) year Paid-Up Oil and Gas Lease dated October 28, 2013, covering the following described lands in Laramie County, Wyoming.

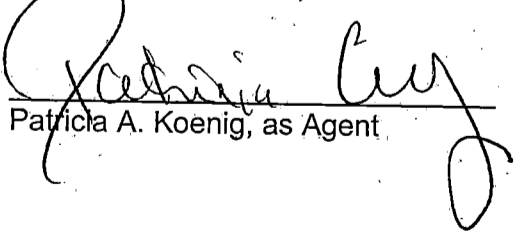
Township 13 North, Range 64 West, 6th P.M.
Section 35: A 1.75 acre tract in the NENE, more particularly described in Book 1110, Page 1917 in the records of the Clerk and Recorder of Laramie County, WY

Township 13 North, Range 65 West, 6th P.M.
Section 6: A 12.82 acre tract of land situated in the E2NW, NESW and NWSE, more fully described in Bk. 996, Pg. 37.

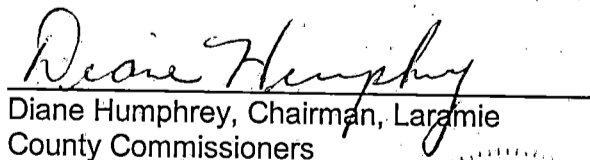
Township 14 North, Range 65 West, 6th P.M.
Section 12: A 1.02 acre tract situated in the NW, more fully described in Book 204, Page 304
Section 27: All that portion of a 22.24 acre tract of land, more fully described in Bk. 809, Pg. 399, contained within the S/2S/2S/2
Section 27: A 2.7457 acre tract of land situated in the N/2S/2S/2, being all that portion of a 22.24 acre tract of land in the S/2S/2, described in Bk. 809, Pg. 399, contained within the N/2S/2S/2

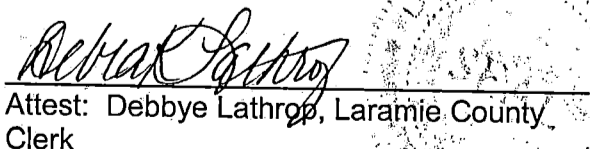
GROSS ACRES: 37.83
NET ACRES: 28.0829

Glacier Land Services, LLC

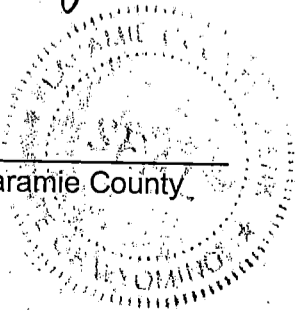

Patricia A. Koenig, as Agent

Laramie County Board of Commissioners


Diane Humphrey, Chairman, Laramie County Commissioners


Attest: Debbye Lathrop, Laramie County Clerk

1-13-14





Glacier Land Services, LLC

October 28, 2013

Laramie County Board of Commissioners
Attn: Bern Haggerty
310 West 19th Street, Suite 320
Cheyenne, WY 82001

Township 13 North, Range 64 West, 6th P.M.

Section 35: A 1.75 acre tract in the NENE, more particularly described in Book 1110, Page 1917 in the records of the Clerk and Recorder of Laramie County, WY

Township 13 North, Range 65 West, 6th P.M.

Section 6: A 12.82 acre tract of land situated in the E2NW, NESW and NWSE, more fully described in Bk. 996, Pg. 37.

Township 14 North, Range 65 West, 6th P.M.

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Section 27: A 2.7457 acre tract of land situated in the N/2S/2S/2, being all that portion of a 22.24 acre tract of land in the S/2S/2, described in Bk. 809, Pg. 399, contained within the N/2S/2S/2

Containing 37.83 Gross and 28.0829 Net acres, more or less in Laramie County, Wyoming.

Dear Laramie County Board of Commissioners,

Pursuant to our conversation, enclosed you will find an Oil and Gas Lease plus one copy (so marked for your records) covering the above captioned lands. We have also included an order for payment representing **\$500.00** per net mineral acre that you own in the above captioned lands. The order for payment is for **45** business days, which will allow us time to process the lease and complete the necessary title work prior to paying the Lease bonus. If, after confirmation of title, it is determined that the net acres owned by you and available for leasing is different from **28.0829** net acres, then the total bonus to be paid may be adjusted accordingly. Payment will be made in accordance with the Order for Payment included in this package. Please note that the terms that have been offered are as follows:

- \$500.00 per net mineral acre**
- 5 year lease term with a 3 year option @ \$300.00 per net mineral acre**
- 18% royalty**

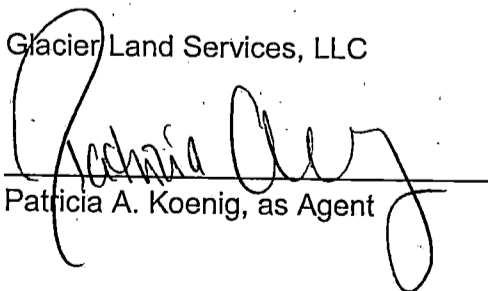
Please take some time to review the package. If you have any questions or concerns, please contact **Jackie Marincic at 970-404-1299 or jamarincic@yahoo.com**. To execute this lease package you will need to complete the following:

1. Sign the original lease **in the presence of a notary public.**
2. Return the signed, notarized **original Oil and Gas Lease, signed Addendum, and the signed Order for Payment** to us via the enclosed return envelope.
3. **Counter sign this letter below to acknowledge acceptance of the terms stated above and include in the enclosed return envelope.**

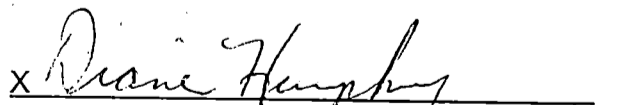
Please respond to this lease package as soon as possible, as this offer will expire in 30 days from the above date, and return of the executed oil and gas lease after that date will be considered an offer by you to lease which Glacier Land Services, LLC can either accept or reject.

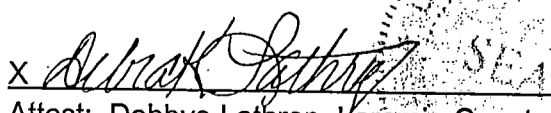
Sincerely,

Glacier Land Services, LLC

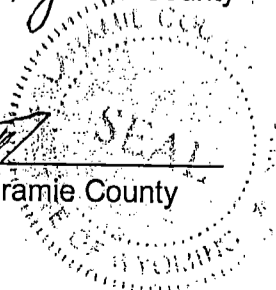

Patricia A. Koenig, as Agent

Laramie County Board of Commissioners.

x 
Diane Humphrey, Chairman, Laramie County
Commissioners

x 
Attest: Debbye Lathrop, Laramie County
Clerk

1-13-14



Minutes of the Proceedings
Board of County Commissioners
Prepared by the Office of the Clerk of Laramie County
Laramie County Wyoming

Tuesday, January 07, 2014

- 140107 00** The Laramie County Commissioners met in regular session Tuesday, January 7, 2014 at 3:30 p.m. Those in attendance were Commissioner Diane Humphrey, Chairman; Commissioner Troy Thompson, Vice-Chairman; Commissioner, K.N. Buck Holmes; Commissioner Amber Ash; Commissioner Moses Hasenauer; County Attorney Mark Voss; Deputy County Clerk Rhonda Bush.

Those signing the register were Brentton Anthony, Frontier Properties; Ted R. Anthony, Frontier Properties; Linda Heath; John Shepard, Laramie County Planning; Randy Bruns, Cheyenne LEADS; Derrek Jerred, Cheyenne LEADS; Annie Wood, Cheyenne LEADS; Anja Bendel, Cheyenne LEADS; Joe Dougherty, Transit; Jon Anderson, Holland & Hart; Tom Johnson, WBC; Ken Dugas, Cheyenne LEADS; Lucas High, Wyoming Tribune Eagle; Mark Steege, Cheyenne LEADS; Dan Cooley, Planning/Building; Tom Mason, MPO; Sandra Newland, Laramie County Grants; Nancy Olson, MPO; Jim Elias, City-Public Works; Terry Williams, WYFHOP; Ed Heffern; Don Beard, Laramie County Public Works; Rick Kaysen, Mayor, City of Cheyenne; Brad Alexander, County IT Department; Ken Guille, Assessor; Heather Johnson; Dean Byrne, Winhyne Energy; Stu Powell; Al Ducan, AAC West; Casey Palma, Steil Surveying.

- 01** Commissioner Hasenauer moved to approve the Minutes of Proceedings for December 17, 2013. Commissioner Ash seconded the motion, which passed unanimously.
- 02** Commissioner Thompson moved to authorize the publication of full-time personnel positions and salaries pursuant to W.S. 18-3-516(b). Commissioner Ash seconded the motion, which passed unanimously.
- 03** Commissioner Thompson moved to approve the following fees collected by various County entities for November 2013: Drug Court, \$500.00; DUI Court, \$465.00; Sheriff's Department, \$34,383.69; Clerk of District Court, \$9,010.36; Planning & Development, \$31,920.77; Circuit Court, \$56,010.50; County Clerk, \$110,421.16. Commissioner Ash seconded the motion, which passed unanimously. Documentation is filed in central files with the County Clerk.
- 04** Commissioner Thompson moved to approve warrants in the amount of \$3,197,688.51 for December 2013. Commissioner Ash seconded the motion, which passed unanimously. Documentation is filed in central files with the County Clerk.
- 05** Commissioner Thompson moved to approve a Development Agreement between Laramie County and the Laramie County Community Partnership

The agreement is filed in
Central files with the County Clerk.

After obtaining a signature,
the _____ is to be filed in
Central files with the County Clerk.