

# HOOVER & STACY, INC.

an Energy Land Services Company

Office: 307-632-5932

P.O. Box 2328  
Cheyenne, WY 82003

Fax: 307-632-1358

August 1, 2022

Laramie County, Wyoming  
Attn: Laramie County Commissioners  
310 West, 19th Street  
Cheyenne, WY 82001

RE: Offer for Paid-Up Oil and Gas Lease

Township 14 North, Range 66 West, 6th P.M.

Section 10: All that portion underlying the roads more particularly described in those certain Quitclaim Deeds recorded Book 882, at Page 318, in Book 940, at Page 523 and in Book 940, at Page 525, and in those certain Warranty Deeds recorded in Book 880, at Page 495, in Book 940, at Page 524, Laramie County Clerk's Office, Laramie County, Wyoming

Section 36: All that portion of Campstool Road as platted in the Cheyenne Business Parkway Third Filing, as recorded in Plat Cabinet 7, Slot 115, insofar as the same is situated in the S1/2SE1/4, Laramie County Clerk's Office, Laramie County, Wyoming

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

Section 31: All that portion of Lots 2 and 3, SE1/4NW1/4, NE1/4SW1/4, lying between parallel right of way lines of hereinafter stated distance apart when measured at right angles or radially to the following described survey line of highway, said parallel right-of-way lines beginning on the west boundary of Section 31 and ending on a northerly right-of-way boundary of Interstate 80: Beginning at a point on the west boundary of said Section 31 from which the west quarter corner thereof bears N0°22.6' E a distance of 371.4 feet; thence with said parallel right-of-way lines 170 feet apart, being 85 feet on each side; N59°51.6'E a distance of 777.5 feet; thence with said parallel right of way lines 150 feet apart, being 85 feet to the left or northerly side and 65 feet to the right or southerly side, continuing N59°51.6'E a distance of 9.2 feet to the point of beginning of 7°30' spiraled curve to the right, the spiral lengths of which are 375.0 feet, the total length of which is 1519.4 feet and the total central angle of which is 51°50'; thence continuing with said parallel right of way lines 150 feet apart along the spiral arc of said spiraled curve through a central angle of 0°49.5' a distance of 90.8 feet; thence with said parallel right of way lines 145 feet apart, being 80 feet to the left or northerly and 65 feet to the right or southerly side continuing along said spiral arc through a central angle of 13°14.3' a distance of 284.2 feet; thence continuing with said parallel lines 145 feet apart, along said spiral arc of said curve through a central angle of 57°42.5' a distance of 769.4 feet; thence with said parallel right-of-way lines 165 feet apart being 100 feet to the left or northeasterly side and 65 feet to the southwesterly side, along the spiral arc of said curve through a central angle of 14°0.38' a distance of 375.0 feet to the point of ending of said spiraled curve; thence continuing with said parallel right-of-way lines 165 feet apart S 34°18.4' E a distance of 263.1 feet, more or less, to a point on the northerly right-of-way boundary of Interstate Highway No. 80 AND all that portion of the SE1/4SW1/4 and SW1/4SE1/4, being 80 feet to the right side and 70 feet to the left side when measured at right angles or radially to the following described survey line of the highway: Beginning at a point on the south boundary line of said Section 31 from which the SW/C thereof bears N89°43'23"W a distance of 2395.9 feet; thence N49°34'37"E a distance of 131.64 feet to the point of beginning of a 7°30' spiral curve to the left, the central angle which is 83°53' spiral lengths of which are 375 feet and total length of which is 1493.42 feet; thence along said spiral curve through a central angle of 69°49'15" for a distance of 1118.42 feet to a point at which a tangent to said curve bears N20°14'38"W; thence continuing said right of way line at 80 feet on the right side and with the left side at a point 70 feet, measured radially from the survey centerline; thence on a line that bears N37°48'58"W preceding along said survey centerline on said curve through a central angle of 3°03'41" for a distance of 44 feet, more or less, to a point on the southerly right of way boundary of Interstate Highway No. 80, insofar as said parcel of land is located in Section 31

Laramie County, Wyoming

33.175 net acres/38.30 gross acres

7000 Yellowtail Road, Suite 120, Cheyenne, WY 82009

Lease Acquisitions • Contract Land Services • Title Curative • Status Reports  
Federal, State and Fee Leasehold Checks • Net Revenue Interest Calculations  
Sales and Marketing Representation



Laramie County, Wyoming  
Attn: Laramie County Commissioners  
August 1, 2022  
RE: Offer for Paid-Up Oil and Gas Lease  
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Dear Laramie County Commissioners:

Pursuant to our recent conversation, I have enclosed the following documents for your review:

- Three copies (two originals and one copy for your records) of a eighteen (18) month Paid-Up Oil and Gas Lease containing a seventeen percent (17.00%) landowner's royalty provision, dated August 1, 2002, by and between Laramie County, Wyoming, as Lessor, and Hoover & Stacy, Inc., as Lessee, covering the above captioned lands.
- Three copies (two originals and one copy for your records) of a Memorandum of Oil and Gas Lease.
- A sixty (60) business day draft in the amount of \$9,952.50, representing a \$300.00 per net acre consideration for the oil and gas lease.
- A W-9 form as required by the Internal Revenue Service.

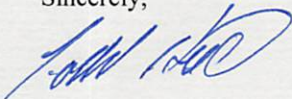
If the documents meet with your approval, please sign and date one copy of this letter signifying your acceptance of the draft as consideration and your acceptance of the terms and conditions set forth herein. Also, please sign two original copies of the Paid-Up Oil and Gas Lease and Memorandum of Oil and Gas Lease exactly as your name appears in the presence of a notary public, complete and sign the W-9 form, and forward the documents to my office in the enclosed envelope.

Then please deposit the draft as a *collection item* with your bank or elect to be paid directly by company check as detailed on page two of this letter. We will pay any fees your bank charges to process the draft. If you do not want to deposit the draft because you prefer to be paid directly by company check, please also countersign this letter below where indicated, and return it to us with the aforementioned documents.

The amount of net acres shown above is based upon preliminary title information. Lessee shall conduct a complete examination of title prior to tendering payment. In the event title is approved by Lessee for more or less net acres than referenced above, the purchase price shall be adjusted accordingly and Lessee shall have the right to tender a company check directly to Lessor within sixty (60) business days of its receipt of all properly executed documents in lieu of paying the draft. The amount of the company check shall equal Three Hundred dollars (\$300.00) per net mineral acre approved by Lessee.

Should you have any questions, please call me at 307-632-5932.

Sincerely,



Todd Hall  
Contract Landman

TH/cm  
Enclosures

Whether payment is made by sight draft or by company check, all payments shall be subject to final management approval of title.

**THIS PORTION MUST BE SIGNED BY LESSOR:**

The undersigned does hereby agree to and accept all terms and conditions of this offer as herein set forth.

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Laramie County, Wyoming

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

Laramie County, Wyoming  
Attn: Laramie County Commissioners  
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Page 3 of 3

**ALSO SIGN HERE IF YOU ARE NOT DEPOSITING THE DRAFT WITH YOUR BANK:**

The undersigned elects to receive payment by company check within sixty (60) business days of Hoover and Stacy, Inc.'s receipt of all properly executed documents, as set forth above, in lieu of depositing the enclosed draft as a collection item.

Laramie County, Wyoming

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

**OIL AND GAS LEASE  
(PAID-UP)**

STATE OF WYOMING            §  
  §  
COUNTY OF LARAMIE       §

THIS LEASE AGREEMENT is made as of the 1st day of August, 2022, between Laramie County, Wyoming, 310 West, 19th Street, Cheyenne, WY 82001, as Lessor (whether one or more), and Hoover & Stacy, Inc., P.O. Box 2328, Cheyenne, WY 82003, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. **Description.** In consideration of a cash bonus in hand paid, the receipt and sufficiency of which is acknowledged, for other good and valuable consideration, and of the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

**Township 14 North, Range 66 West, 6th P.M.**

**Section 10:** All that portion underlying the roads more particularly described in those certain Quitclaim Deeds recorded Book 882, at Page 318, in Book 940, at Page 523 and in Book 940, at Page 525, and in those certain Warranty Deeds recorded in Book 880, at Page 495, in Book 940, at Page 524, Laramie County Clerk's Office, Laramie County, Wyoming

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in the County of Laramie, State of Wyoming containing 38.30 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide, gaseous sulfur compounds, coalbed methane and other commercial gases, as well as normal hydrocarbon gases. In addition to the above-described land, this lease and the term "leased premises" also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described land, and in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any bonus payment, extension bonus payment (if applicable), delay rental payment (if applicable), or shut-in royalty payments based on acreage hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less. During the term of this lease, Lessee shall have the exclusive right to explore, develop, produce and market oil and gas, and all hydrocarbons and nonhydrocarbons produced in association therewith, from the leased premises by any method inclusive of, without limitation, geophysical or seismic operations. For the same consideration stated above and irrespective of the term of the lease granted herein, Lessor further grants, sells, conveys, lets, and warrants to Lessee, to the extent Lessor has the right to do so, a perpetual subsurface right-of-way, right to use, easement, and lease in, through and under all of the leased premises for the purpose of drilling oil and/or gas wells to, and producing through said wells oil, gas or other minerals from, the leased premises, lands other than the leased premises or lands spaced, pooled or unitized with any of the foregoing, together with the right to obtain and use information from said operations and the right of ingress and egress to said

wells.

**2. Term of Lease.** This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of eighteen (18) months from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled or unitized therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

**3. Royalty Payment.** Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) for oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be seventeen percent (17.00%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be seventeen percent (17.00%) of the proceeds realized by Lessee from the sale thereof, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase arrangements entered into on the same or nearest preceding date as the date on which Lessee or its affiliate commences its purchases hereunder; and (c) in calculating royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes, and any costs incurred by Lessee in treating, processing, delivering and otherwise marketing such production. If at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled or unitized therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold by Lessee, then Lessee shall pay an aggregate shut-in royalty of one dollar per net acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled or unitized therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

**4. Depository Agent.** All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in direct to lessor at \_\_\_\_\_ or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft, and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

**5. Operations.** If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled or unitized therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled or unitized therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at any point within 90 days immediately prior to the end of the primary term, at the end of the primary term or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no interruption of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled or unitized therewith. Drilling or re-working operations on lands outside the leased premises or lands pooled or unitized therewith shall have the same force and effect as though such drilling or re-working operations occurred directly on the leased premises or lands pooled or unitized therewith if such drilling or re-working operations are initiated for a well to be wholly or partially located on the leased premises or lands pooled or unitized therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled or unitized therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to reservoirs then capable of producing in paying quantities on the leased premises or land pooled or unitized therewith, or (b) protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled or unitized therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

**6. Pooling.** Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones and as to any or all substances covered by this lease, either before or after the commencement of drilling or production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The creation of a unit by such pooling shall be based on the following criteria (hereinafter called "pooling criteria"): a unit for an oil well (other than a horizontal completion) shall not exceed 40 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 1,280 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil or gas well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical completion component in the reservoir thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective



date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. In the event a unit is formed hereunder before the unit well is drilled and completed, so that the applicable pooling criteria are not yet known, the unit shall be based on the pooling criteria Lessee expects in good faith to apply upon completion of the well; provided that within a reasonable time after completion of the well, the unit shall be revised if necessary to conform to the pooling criteria that actually exist. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. To revise a unit hereunder, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

**7. Payment Reductions.** Notwithstanding anything in this Lease to the contrary, if Lessor owns less than the full mineral estate in all or any part of the leased premises, the bonus payment, extension bonus payment (if applicable), delay rental payment (if applicable), royalties or shut-in royalties, or any other payments based on acreage hereunder) shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises. To the extent any royalty or other payment attributable to the mineral estate covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

**8. Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately, in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

**9. Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

**10. Ancillary Rights.** In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises, or other lands in which Lessor now owns or hereafter acquires an interest, as may be reasonably necessary for such purposes, including but not limited to, geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport such production and other products from the leased premises or from other lands in which Lessor now owns or hereafter acquires an interest. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled or unitized therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled or unitized therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 500 feet from any Occupied Structure, as defined in Chapter 1, Section 2 of the Wyoming Oil and Gas Conservation Commission's rules and regulations, on the leased premises or other lands of Lessor used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises, or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

**11. Regulation and Delay.** Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells, and regulation of the price or transportation of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any

provisions or implied covenants of this lease when drilling, production or other operations are so prevented or delayed.

12. **Breach or Default.** No litigation shall be initiated by Lessor for damages, forfeiture or cancellation with respect to any breach or default by Lessee hereunder for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

13. **Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

14. **Unitization.** Lessee shall have the right but not the obligation to commit all or any part of the leased premises or interest therein to one or more unit plans or agreements for the cooperative development or operation of one or more oil and/or gas reservoirs or portions thereof, if in Lessee's judgment such plan or agreement will prevent waste and protect correlative rights, and if such plan or agreement is approved by the federal, state or local governmental authority having jurisdiction. When such a commitment is made, this lease shall be subject to the terms and conditions of the unit plan or agreement, including any formula prescribed therein for the allocation of production.

15. **Offer to Lease.** In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering 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 the lease becoming effective upon expiration of this lease, 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 thirty (30) days after 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 according to the terms and conditions specified in the offer.

**IN WITNESS WHEREOF,** this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

**Lessor (Whether One or More)**

Laramie County, Wyoming

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me by \_\_\_\_\_ the \_\_\_\_\_ of Laramie County, Wyoming, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

WITNESS my hand and official seal.

\_\_\_\_\_  
(Sign)

\_\_\_\_\_  
(Print Name)

Notary Public in and for \_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

## MEMORANDUM OF OIL AND GAS LEASE

State: Wyoming  
County: Laramie  
Lessor: Laramie County, Wyoming  
310 West 19th Street, Suite 310, Cheyenne, WY 82001  
Effective Date: August 1, 2022

As of the Effective Date stated above, Lessor, named above, for adequate consideration, the receipt and sufficiency of which is acknowledged, executed and delivered to Lessee, named above, an Oil and Gas Lease (the "Lease") in which Lessor granted, leased and let to Lessee all of the Lessor's mineral interest in the lands (the "Lands") located in the county and state named above, which Lands are described as follows:

### Township 14 North, Range 66 West, 6th P.M.

**Section 10:** All that portion underlying the roads more particularly described in those certain Quitclaim Deeds recorded Book 882, at Page 318, in Book 940, at Page 523 and in Book 940, at Page 525, and in those certain Warranty Deeds recorded in Book 880, at Page 495, in Book 940, at Page 524, Laramie County Clerk's Office, Laramie County, Wyoming

**Section 36:** All that portion of Campstool Road as platted in the Cheyenne Business Parkway Third Filing, as recorded in Plat Cabinet 7, Slot 115, insofar as the same is situated in the S1/2SE1/4, Laramie County Clerk's Office, Laramie County, Wyoming

### Township 14 North, Range 66 West, 6th P.M.

**Section 31:** All that portion of Lots 2 and 3, SE1/4NW1/4, NE1/4SW1/4, lying between parallel right of way lines of hereinafter stated distance apart when measured at right angles or radially to the following described survey line of highway, said parallel right-of-way lines beginning on the west boundary of Section 31 and ending on a northerly right-of-way boundary of Interstate 80: Beginning at a point on the west boundary of said Section 31 from which the west quarter corner thereof bears N0°22.6' E a distance of 371.4 feet; thence with said parallel right-of-way lines 170 feet apart, being 85 feet on each side; N59°51.6'E a distance of 777.5 feet; thence with said parallel right of way lines 150 feet apart, being 85 feet to the left or northerly side and 65 feet to the right or southerly side, continuing N59°51.6'E a distance of 9.2 feet to the point of beginning of 7°30' spiraled curve to the right, the spiral lengths of which are 375.0 feet, the total length of which is 1519.4 feet and the total central angle of which is 51°50'; thence continuing with said parallel right of way lines 150 feet apart along the spiral arc of said spiraled curve through a central angle of 0°49.5' a distance of 90.8 feet; thence with said parallel right of way lines 145 feet apart, being 80 feet to the left or northerly and 65 feet to the right or southerly side continuing along said spiral arc through a central angle of 13°14.3' a distance of 284.2 feet; thence continuing with said parallel lines 145 feet apart, along said spiral arc of said curve through a central angle of 57°42.5' a distance of 769.4 feet; thence with said parallel right-of-way lines 165 feet apart being 100 feet to the left or northeasterly side and 65 feet to the southwesterly side, along the spiral arc of said curve through a central angle of 14°0.38' a distance of 375.0 feet to the point of ending of said spiraled curve; thence continuing with said parallel right-of-way lines 165 feet apart S 34°18.4' E a distance of 263.1 feet, more or less, to a point on the northerly right-of-way boundary of Interstate Highway No. 80 AND all that portion of the SE1/4SW1/4 and SW1/4SE/4, being 80 feet to the right side and 70 feet to the left side when measured at right angles or radially to the following described survey line of the highway: Beginning at a point on the south boundary line of said Section 31 from which the SW/C thereof bears N89°43'23"W a distance of 2395.9 feet; thence N49°34'37"E a distance of 131.64 feet to the point of beginning of a 7°30' spiral curve to the left, the central angle which is 83°53' spiral lengths of which are 375 feet and total length of which is 1493.42 feet; thence along said spiral curve through a central angle of 69°49'15" for a distance of 1118.42 feet to a point at which a tangent to said curve bears N20°14'38"W; thence continuing said right of way line at 80 feet on the right side and with the left side at a point 70 feet, measured radially from the survey centerline; thence on a line that bears N37°48'58"W preceding along said survey centerline on said curve through a central angle of 3°03'41" for a distance of 44 feet, more or less, to a point on the southerly right of way boundary of Interstate Highway No. 80, insofar as said parcel of land is located in Section 31

The Lease grants Lessee the exclusive right to explore for, drill for, produce and market oil, gas and other liquid and gaseous hydrocarbons from the Lands during the term of the Lease; construct and maintain such facilities and conduct such other operations as are provided for in the Lease; and the right of ingress and egress through, on, over and across the Lands to effectuate the purposes of the Lease. The Lease has a primary term of Eighteen (18) months from the Effective Date thereof, or for so long thereafter as oil and/or gas or other substances are produced in paying quantities from the Lands or the Lease is otherwise maintained in effect pursuant to the provisions thereof.

This Memorandum of Oil and Gas Lease is executed by Lessor and placed of record in the County above-named in which the Lands are located for the purpose of placing all persons on notice of the existence of the Lease, which is not, at the request of both parties, being filed of record. Executed copies of the Lease are maintained by Lessor and Lessee.



This Memorandum is signed by Lessor as of the date of the acknowledgment of their signatures below, but is effective for all purposes as of the Effective Date stated above.

**Lessor:**

Laramie County, Wyoming

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

**INDIVIDUAL ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me by \_\_\_\_\_ the  
\_\_\_\_\_ of Laramie County, Wyoming, this \_\_\_\_\_ day of  
\_\_\_\_\_, 2022.

WITNESS my hand and official seal.

My Commission Expires:

\_\_\_\_\_

SEAL:

\_\_\_\_\_  
(Sign)  
\_\_\_\_\_  
(Print Name)  
Notary Public in and for \_\_\_\_\_ County, \_\_\_\_\_