

The Board of
Laramie County
Commissioners



Gunnar Malm *Dr. Troy Thompson* *Don Hollingshead*
Chairman Vice-Chairman Commissioner

Linda Heath *Ty Zwonitzer*
Commissioner Commissioner

OFFER TO PURCHASE
Contract to Buy and Sell Real Estate
Cryptonite, LLC

SELLER, Laramie County, a Wyoming Governmental entity, by and through the Laramie County Board of Commissioners hereby submits this offer to Cryptonite, LLC, a Wyoming limited liability company, (hereinafter "BUYER") to sell the subject property, comprising of two parcels, a West Parcel and an East Parcel, which combined herein are referred to collectively as "Land" when not referred to by parcel.

The "Effective Date" of this "Agreement" shall be the last date signed by either party.

1. Land. The West Parcel and East Parcel are described, to wit:

Legal description of West Parcel: description (Exhibit A) consisting of approx. 64.85 acres

Legal description of East Parcel: description (Exhibit B) consisting of approx. 8.63 acres

Only the West Parcel, shall initially comprise the entirety of land subject to this transaction as the "Land" as the East Parcel is subject to a Right of First Offer as described in paragraph 13 of this Agreement.

The total acreage of the Land is being sold in this offer is 64.83 acres (the West Parcel), and any potential purchase of the East Parcel is addressed in Paragraph 13, below.

2. Property. SELLER agrees to sell and assign and BUYER agrees to assume and buy, on the terms and conditions set forth in this Agreement, the Land, excluding any and all surface or subsurface sand, gravel, oil, gas, or mineral rights that belong to SELLER, and including, without limitation, any and all leases, buildings, improvements, and fixtures situated thereon, and any and all crops and timber growing thereon, and any and all surface and subsurface water appurtenant to or associated with the Land, and any and all well, spring, reservoir, storage, domestic, irrigation, subirrigation, livestock water or ditch rights of any type, including all shares or certificates of any type in ditch or water delivery companies or associations, any and all grazing rights and permits and other surface and subsurface rights, irrigation equipment and facilities, any and all other permits, hereditaments, easements, incidents recorded rights of access, historic rights of access, any stockpiled sand, gravel or minerals, incidents and appurtenances belonging thereto, (collectively, with the "Land", referred to as the "Property").

3. Purchase Price. The purchase price for the Property shall be THREE HUNDRED SEVENTY THOUSAND NINE HUNDRED FORTY-EIGHT AND 00/100 (\$370,948.00) (the "Purchase Price") for 64.85 combined acres of the Land. In the event the acreage is adjusted, the price of \$5,720.10 per acre shall control to determine the adjusted Purchase Price. At Closing, the Purchase Price, shall be paid to SELLER by BUYER in cash, certified funds, or by wire transfer of federal or other immediately available funds.

310 West 19 Street, Suite 300
Cheyenne, WY 82001

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4. Closing Date. The closing of the transaction contemplated hereunder (the "Closing") shall be held in Cheyenne, Wyoming and conducted by a representative of the TownSquare Title of Wyoming, LLC ("Title Company") on or before May 29, 2026 (the "Closing Date"). The Closing Date shall be deemed automatically extended, if necessary, to accommodate SELLER's right to cure objections by BUYER pursuant to section to terms herein.

5. Contingencies, and Satisfactory Inspection and Review. The SELLER and BUYER expressly covenant and agree that BUYER's satisfaction upon the review and inspection provided for herein is a specific condition precedent to the obligation of BUYER to purchase the Property. BUYER shall have a period in which to review the documents and to make the inspections described below. The period of inspection (the "Inspection Period") shall terminate on the earlier of: (i) Receipt by SELLER of notice from BUYER that the Property is suitable for purchase; or (ii) Midnight, Prevailing Mountain Time, April 30, 2026.

5.1 Documents; Evidence of Title. Not later than seven (7) days after the Effective Date, BUYER shall request from the Title Company: (a) a title commitment to be issued to BUYER, together with legible copies of the deed or deeds by which SELLER holds title to the Property, legible copies of any instruments listed in the legal description for the Property, and legible copies of all exceptions to title, pursuant to which the Title Company shall issue to BUYER a standard coverage owner's policy of title insurance, including "gap" and mechanic's lien coverage, insuring title to the Property, including legal access, as described in Section 7 hereof, as of the Closing Date in the amount of the Purchase Price.

5.2 Inspection; Right of Entry. BUYER, at reasonable times and upon reasonable notice, at its sole cost and expense and for its sole use, shall have the right to enter upon the Property for mapping, surveying, physical and environmental inspections, conducting appraisals, and other reasonable purposes related to the transaction contemplated hereunder. BUYER hereby indemnifies and holds harmless SELLER from and against any and all claims, liens, damages, losses, and causes of action which may be asserted by BUYER or BUYER's employees, agents, or any third party who enters upon the Property or conducts tests related to the Property at the request of or on behalf of BUYER or its agents, provided that such indemnification and hold harmless shall not apply to claims arising out of the willful or wanton conduct of SELLER.

5.3 BUYER'S Additional Contingencies. Unless waived by BUYER in writing, BUYER's obligation to proceed to Closing shall also be subject to the satisfaction of the contingencies described in this section 5.3 on or before the expiration of the Inspection Period, with the exception for the contingency described in section 5.3.b., which deadline shall be the Closing Date:

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8.2 There are no actions, suits, proceedings or investigations pending or, to SELLER's knowledge threatened, against or affecting the Property, or arising out of SELLER's conduct on the Property.

8.3 To SELLER's best knowledge, SELLER is in substantial compliance with the laws, orders, and regulations of each governmental department, commission, board, or agency having jurisdiction over the Property in those cases where noncompliance would have a material adverse effect on the Property.

8.4 SELLER is not party to nor subject to or bound by any agreement, contract or lease of any kind relating to the Property.

8.5 The Property, to the best of SELLER's knowledge, is not in violation of any federal, state or local law, ordinance or regulation relating to environmental conditions on, under or about the Property, including, but not limited to, soil, groundwater conditions, and surface water use. Neither SELLER nor, to the best of SELLER's knowledge, any third party, has generated, manufactured, refined, produced, processed or disposed of on, or under the Property or transported to or from the Property any Hazardous Materials nor does SELLER intend to use the Property prior to the Closing Date for the purpose of generating, manufacturing, refining, producing, transferring, processing, transporting or disposing Hazardous Materials. For the purposes hereof, "Hazardous Materials" shall mean any flammable explosives, radioactive materials, asbestos, , organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous 5 substances", "hazardous material" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, decree or other requirement of governmental authority regulating, relating to or imposing liability or standard of conduct concerning any hazardous, toxic or dangerous substance or material, as now or at any time hereafter in effect, and in the regulations adopted, published and/or promulgated pursuant to said laws.

8.6 No representation, warranty, or statement made herein by SELLER contains any untrue statement of any material fact or omits to state any material fact necessary in order to make such representation, warranty, or statement not misleading.

8.7 SELLER is duly authorized and has taken all necessary actions to execute and perform this Agreement and this Agreement is enforceable against SELLER in accordance with its terms.

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9. Preservation of Property; Risk of Loss, Covenant to Run with the Land.

9.1 Preservation. Except as otherwise set forth herein, SELLER agrees that the Property shall remain as it now is until Closing, that no timber, sand, gravel, minerals, improvements or any other part of the Property shall be sold or removed from the Property, and that SELLER shall neither use nor consent to any use of the Property for any purpose or in any manner which would adversely affect BUYER's intended use of the Property as a conservation area or similar use.

9.2 Risk of Loss. In the event SELLER shall use or consent to such uses, other than as expressly permitted, of the Property, BUYER may, without liability, refuse to accept the conveyance of title, in which event the Deposit plus all accrued interest shall be refunded.

9.3 Covenant. The parties acknowledge that BUYER intends to use the Property for crypto mining and/or as a data center, and that said use(s) formed the basis of reliance in SELLER's decision, and inducement, to enter into this Agreement. Any other anticipated use of the Land or Property shall not include those uses as defined in section 2-4-108 of the Laramie County Land Use Regulations (Heavy Industrial Use), and shall not allow conditional uses thereof, such as junk yards and recycling facilities, . The Title Company shall record a memorandum of this covenant against the Property to provide notice to third parties.

10. Costs and Fees. Closing fees and the Property transfer tax(es) shall be paid according to local custom. The premium for the title insurance policy described herein shall be paid by SELLER. All other Closing costs shall be borne by the parties in accordance with local custom. Each party shall be responsible for its own attorneys' fees.

11. Miscellaneous.

11.1 Broker's Commission. SELLER and BUYER each hereby represents and warrants to the other that it has not dealt with any broker, finder or salesman in the negotiation of this Agreement or otherwise with regard to this transaction.

11.2 Assignment BUYER may assign its rights and obligations under this Agreement only with prior written permission of SELLER.

11.3 Binding Effect. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of SELLER's successors and assigns.

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11.4 Exhibits. The exhibits hereto constitute an integral part of this Agreement and are hereby incorporated herein.

11.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. All facsimile or electronic transmissions of this Agreement shall be deemed original signatures for all purposes.

11.6 Severability. If any provision of this Agreement shall be held invalid, the other provisions hereof shall not be affected thereby and shall remain in full force and effect.

11.7 Entire Agreement. This Agreement represents the entire agreement of the parties and may not be amended except by a writing signed by each party thereto.

11.8 Authority. Each party to this Agreement warrants to the other that the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents.

11.9 Merger. The obligations, covenants, representations, warranties and remedies set forth in this Agreement shall not merge with transfer of title but shall remain in effect during the period of the ownership of the Property by BUYER.

11.10 Further Actions. Each party shall execute and deliver or cause to be executed and delivered any and all instruments reasonably required to convey the Property to BUYER and to vest in each party all rights, interests and benefits intended to be conferred by this Agreement.

11.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is situated.

11.12 Labor and Material. SELLER shall deliver to BUYER at settlement an affidavit, on a form acceptable to BUYER's Title Company or local counsel, if applicable, signed by SELLER that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or materialmen's liens against the Property. If labor or materials have been furnished during the statutory period, SELLER shall deliver to BUYER an affidavit signed by SELLER and the person or persons furnishing the labor or materials that the costs thereof have been paid.

11.13 1099 Reporting. The Title Company is designated as the party responsible for filing a Form 1099 with the Internal Revenue Service promptly after Closing, to the extent required by the Internal Revenue Code and Treasury Regulations.

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11.14 Improvements; Delivery of Property. All improvements, including, but not limited to, dwellings, outbuildings, barns, sheds, etc., shall be vacant. SELLER shall remove all items of personal property it desires to retain. All personal property left on the Property shall be deemed forfeited and shall become the property of BUYER. The improvements described above are being transferred to BUYER "as is" without warranty by SELLER as to use or condition.

11.15 SELLER does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by providing this Counteroffer or in the event the parties enter into a Contract to Buy and Sell Real Estate with the BUYER. Further, SELLER 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.

12. Saturdays, Sundays, Holidays. If the final date of any time period of limitation set out in any provision of this agreement falls on a Saturday, Sunday or a legal holiday under the laws of the state in which the Property is situated, then the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

13. Right of First Offer, Mandatory Resale of East Parcel, Sale Obligation. In the event BUYER or any affiliate, related entity, successor, or assign of BUYER, at any time during BUYER's ownership of the West Parcel (**Exhibit A**), acquires title to the East Parcel (**Exhibit B**), BUYER shall be obligated to convey the East Parcel to SELLER, or SELLER's designee, contemporaneously with BUYER's acquisition of the East Parcel. The conveyance shall occur at the same purchase price per acre as described herein (\$5,720.10 per acre), and on the same material terms and conditions as those under which Buyer acquires the Property, without markup or premium, and shall be completed within ninety (90) days of Buyer's acquisition. This obligation shall be a covenant running with the land, shall survive Closing, and shall be binding upon BUYER and BUYER's heirs, successors, assigns, and affiliated entities. The Title Company shall record a memorandum of this covenant against the Property to provide notice to third parties.

14. Right of Buyback. SELLER shall have the right to repurchase the Property from BUYER within sixty (60) months, at a price of \$5,720.10 per acre, in the event the Property is not "substantially developed", defined as sufficient development or activity as to utilize the Property for its intended purpose as a data mining center or similar commercial enterprise. The Title Company shall record a memorandum of this covenant against the Property to provide notice to third parties.

[SIGNATURES ON FOLLOWING PAGE]

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SIGNATURES

Board of Laramie County Commissioners

4/6/26

Date:

THIS AGREEMENT IS NOT CONSIDERED TO BE A FORMAL OFFER BY SELLER UNLESS SIGNED BY THE BOARD OF LARAMIE COUNTY COMMISSIONERS

Acceptance:

Lee Filer, Managing Member, Cryptonite, LLC

4-6-26

Date: