

## AGREEMENT and LEASE

THIS AGREEMENT AND LEASE ("Lease") made and entered into this First day of February, 2021, by and between Aspen Highlands, Elk Mountain, Wyoming, hereinafter referred to as "Lessee" and Tetrad Corporation dba Double Eight Ranch, Elk Mountain, Wyoming, hereinafter referred to as "Lessor."

### WITNESSETH:

That said Lessor has leased the following described land to the Lessee for the purpose of access to Section 4, Township 19, Range 81, which is a State owned property ("State Section"). Lessor grants permission to the members of Lessee to cross the South West corner of the South West Quarter of Section 3, Township 19, Range 81, under the terms and conditions set forth in this Lease/Agreement.

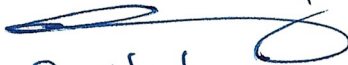
This lease is for the term of (5) years, with the following conditions:

1. Spring/summer access only: Access to the State Section will be allowed each calendar year, commencing on February 1st, and terminating on August 31st.
2. Lessee/Members of Aspen Highlands: Members shall be identified as property owners in the Aspen Highlands subdivision, including their family members.
3. Responsibility: It is the responsibility of Lessee to inform all persons that are going to enjoy the benefits of this lease of the terms and conditions set forth.
4. Trespassing/Legal: Lessee agrees to notify Lessor of trespassers and or misuse of this lease or property of Lessor. The Lessor reserves the right to warn and if need be Criminal Trespass anyone that abuses these privileges. All Laws of the State of Wyoming will be observed and any infraction will be reported immediately to the proper authorities.
5. Access Definition: Lessee may cross the corner of Section 3 by foot or horseback, leaving Section 10 Aspen Highlands and entering Section 4 State property and vice versa, through a small access gate on each fence line. This lease does not allow any person to take any form of motorized vehicle on the State Section.
6. Indemnification: The Lessee shall indemnify and hold harmless the Lessor, its successors and assigns from and against any and all claims, demands,

losses, expenses, and obligations arising out of this Lease. Lessee will annually provide Lessor with proof of liability insurance in the amount of not less than \$1,000,000.00 naming Lessor as an additional insured.

7. Other Considerations: Iron Bar Holdings, owners of the Bridger Creek Ranch, State Lease holders of Section 4 for the purpose of grazing, will not be restrained in their operation by this Lease, in any way. The Lessee shall indemnify and hold harmless Iron Bar Holdings of all liabilities that may result from this Lease.
8. Termination/Renewal: This Lease will be terminated or renewed at the end of five years. Either party can terminate the Lease with written 30 day notice.

ASPEN HIGHLANDS HOMEOWNERS ASSOCIATION

BY *Todd S Canaday*  
  
*President*

DATE *July 10, 2021*

TETRAD CORPORATION dba DOUBLE EIGHT LAND CORP

BY *Owen W Williams*  
*Owen W. Williams*  
*Manager of Operations*

DATE *July 7, 2021*