

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 9th day of November, 1999, by and between John C. Barker, his heirs, executors and administrators, hereinafter called Lessors, and Leo Schmaus, his heirs, executors and administrators, as his sole and separate property, hereinafter called Lessee.

W I T N E S S E T H:

THAT WHEREAS, Lessors are the owners of the following described real estate situate in Sheridan County, Wyoming, described as follows:

Township 58 North, Range 86 West of the 6th P.M.
Section 20: SE1/4NW1/4, S1/2NE1/4, E1/2SW1/4
NE1/4SE1/4, S1/2SE1/4
Section 29: N1/2N1/2

Reserving to Lessors ten (10) acres in the SW1/4SW1/4 of said Section 20, including the house and building thereon, and the use of the access road from said ten (10) acres, west to the county road.

THAT WHEREAS, the parties hereto do desire to set down in writing, the terms and conditions of said Lease as follows:

NOW THEREFORE, in consideration of the above and of the mutual promises and covenants hereinafter set forth, the parties hereto do hereby agree as follows:

1. That said Lease shall run for a period of time commencing on the 1st day of May, 2000, for during and until the 28th day of April 2005.

2. That as consideration for this Lease, the Lessee agrees to pay to Lessors, the amount of \$5,640.00 per year, based upon \$12.00 per acre, payable semi-annually, with the first payment of \$2,820 to be paid on or before the 28th day of May, 2000, the second payment due on or before the 30th day of October, 2000, thereafter, like payments shall be made on or before the 30th day of May, and the 30th day of October of each and every year thereafter, with the final payment to be made on or before the 30th day of October, 2004.

3. The Lessee agrees that he will bring the present fences up to good condition, with the Lessee furnishing the labor and the Lessors furnishing materials. Thereafter, Lessee will keep the fences up in good condition, with the Lessors furnishing any materials therefore.

4. It is understood and agreed that the lessors will be responsible for all property taxes in connection with said property.

5. It is further understood and agreed that in the event that the Lessors have the opportunity to sell said lands, during the time this lease is in existence, the Lessors shall have the right to do so, providing, however, that Lessee would have the right to purchase said lands for the purchase price the Lessors have agreed to make sale of said lands. In that event the Lessee will be given written notice by Lessors of the proposed purchase price, and Lessee will have thirty (30) days thereafter, in which to purchase the same for said price. In the event Lessee fails to do the same within said thirty (30) day period, then Lessors may sell the same for said purchase price, as per notice to the Lessee, and the lease shall then terminate as of October 30th of that year.

6. It is further understood and agreed between the parties hereto, that if the rent above mentioned, or any part thereof, shall be unpaid on the date of payment or when the same ought to be paid as aforesaid, or if default shall be made in any of the covenants or agreements herein contained, to be kept and be performed by the Lessee, his executors or administrators, it shall and may be lawful for the Lessors, their heirs, executors, administrators, agents, attorneys or assigns at their election to declare said term ended, and into the said premises, or any part thereof, either with or without process of law to re-enter. If at any time said lease shall be ended at the election of the Lessors, their heirs, executors, administrators or assigns as aforesaid, or in any other way, the Lessee, his executors or administrator, do hereby covenant and agree to surrender and deliver up the possession of said premises peaceably to the Lessors, their heirs, executors, administrators, and assigns immediately upon the termination of said term as aforesaid. It is further understood, however, that in the event of default in any of the ways above-mentioned, Lessors shall give written notice of the same to the Lessee, at his address hereinafter set forth, and Lessee will have fifteen (15) days after date of the postmark on said notice, in which time to cure said default before Lessors will take possession thereof as above set forth. Any notice of default given to the Lessee shall be in writing and directed to the following address:

Leo C. Schmaus

P. O. Box

Ranchester, WY 82839

If Lessee shall remain in possession of the property at the expiration of fifteen (15) days notice has been given, or after the termination of this lease in any of the ways above named, he shall be deemed guilty of forcible detainer of said premises under the statute, and shall be subject to the conditions and provisions above named, and to eviction and removal, forcible or otherwise, with or without process of law.

7. It is further understood and agreed that Lessee, nor his legal representative will underlet said premises of any part thereof, or assign said lease without the written consent of the Lessors first had and obtained.

8. It is further understood and agreed that any notices to be given to the Lessors shall be addressed to:

John C. Barker

P. O. Box 815

Ranchester, WY 82839

IN WITNESS WHEREOF, the parties have set their hands to this Lease Agreement this 9th day of Nov., 1999.

John C. Barker
John C. Barker, LESSOR

Leo C. Schmaus
Leo C. Schmaus, LESSEE

STATE OF WYOMING)

: SS

COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me the 9th day of Nov., 1999, by John C. Barker.

WITNESS MY HAND AND OFFICIAL SEAL.



Expires: 5-28-01

Donna Richards
NOTARY PUBLIC

STATE OF WYOMING)

: SS

COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me the 9th day of Nov., 1999, by Leo C. Schmaus.

WITNESS MY HAND AND OFFICIAL SEAL.



Expires: 5-28-01

Donna Richards
NOTARY PUBLIC