



MEMORANDUM AGREEMENT

This Memorandum Agreement is entered into this day by and between Summerfield Johnston, Jr, of Chattanooga, TN, hereafter, "Johnston" and SunTrust Bank and Andrew G. Cope as Trustees of the Marital Trust U/A/W of Summerfield K. Johnston, III dated May 10, 1996, also of Chattanooga, TN, hereafter, "the Trust";

WITNESSETH:

WHEREAS, Johnston is the owner of the property located in Sheridan County, Wyoming generally described in Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, the Trust is the owner of property also located in Sheridan County, Wyoming which is more particularly described in Exhibit "B", attached hereto and made a part hereof; which lands (except those portions specifically excluded) are subject to a Lease to Johnston; and

WHEREAS, a private road, sometimes known as the "Orchard Road" extends from the public County Road 28 (the "Bird Farm" Road) providing access through the Trust property and into Johnston's property and also provides access to certain third parties under agreements negotiated by Johnston to the tower site located in the SW1/4SW1/4, Section 36, T54N, R84W some of which agreements have been in place for many years; and

WHEREAS, the parties desire to agree on the maintenance and upkeep of the road and confirm Johnston's right to control and negotiate third party access agreements through the property; and

NOW, THEREFORE, in consideration of the agreements and undertakings hereinafter set forth, the parties mutually agree as follows:

1.

Johnston has assumed the financial obligations of maintaining and repairing the road and will continue to assume the responsibility for all costs of maintenance and repairs for the road from the point it leaves the County Road through the Trust's property. Such maintenance will be at no cost to the Trust, and Johnston agrees to hold harmless and indemnify the Trust from any such maintenance costs.

2.

In consideration for Johnston's continuing agreement to assume the costs of maintenance and repair of the road, the Trust grants unto Johnston the exclusive right to control the access and negotiate access agreements with third parties upon such terms as he deems appropriate and to receive all access or other payments which may be negotiated by Johnston for such access. The Trust further acknowledges that Johnston may receive and continue to receive all payments for



access and waives any right to receive such payments under agreements in existence prior to the date of this Agreement.

3.

To keep track of and control third party access and use of the road, the Trust acknowledges Johnston has placed a control gate at the access point and only those third parties who have been granted written permission may have access through the gate. The Trust and its beneficiaries and invited guests shall have free access at all times. In addition, upon request Johnston will provide a list of all those third parties who have access agreements to the Trust.

4.

This agreement shall extend for a period of five (5) years from the date hereof and unless terminated by either party, shall continue from year to year thereafter for as long as the parties own adjoining properties.

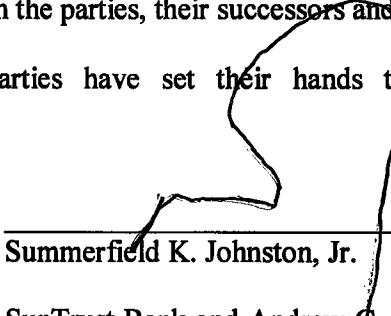
5.

This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon the same instrument.

6.

This Agreement shall be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF the Parties have set their hands this 25 day of June, 2013.



Summerfield K. Johnston, Jr.

SunTrust Bank and Andrew G. Cope as Trustees of the Marital Trust U/A/W of Summerfield K. Johnston, III dated May 10, 1996

SUN TRUST BANK

By:
Its:

Andrew G. Cope

, as Trustee

Andrew G. Cope

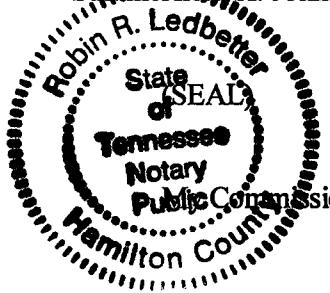
Andrew G. Cope, Trustee



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 EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

STATE OF TENNESSEE)
) ss.
 County of Hamilton)

This instrument was acknowledged before me on the 25th day of June, 2013, by
 Summerfield K. Johnston, Jr.



Robin R. Ledbetter
 Signature of Notarial Officer
 Title and Rank: _____

STATE OF TENNESSEE)
) ss.
 County of _____)

This instrument was acknowledged before me on the _____ day of _____, 2013,
 by _____ of Sun Trust Bank, as Trustee
 of the Marital Trust U/A/W of Summerfield K. Johnston, III dated May 10, 1996.

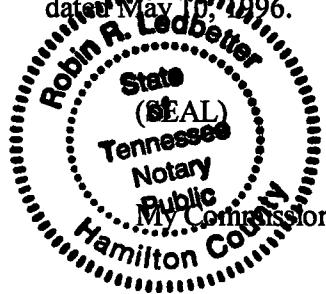
(SEAL)

Signature of Notarial Officer
 Title and Rank: _____

My Commission expires: _____.

STATE OF TENNESSEE)
) ss.
 County of Hamilton)

This instrument was acknowledged before me on the 25th day of June, 2013,
 by Andrew G. Cope, as Trustee of the Marital Trust U/A/W of Summerfield K. Johnston, III
 dated May 10, 1996.



Robin R. Ledbetter
 Signature of Notarial Officer
 Title and Rank: _____

My Commission expires: 12/8/2015.



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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

EXHIBIT "A"

Township 54 North, Range 83 West, 6th P.M.
Sheridan County, Wyoming

Lands located in Sections 19, 24, 25, 29, 30 and 31, excluding the lands described in Exhibit "B"

EXHIBIT "B"

A tract of land situated in the W½NE¼ and W½ of Section 19, NW¼NW¼ of Section 30, Township 54 North, Range 83 West; SE¼ and SE¼SW¼ of Section 24, NE¼ of Section 25, Township 54 North, Range 84 West, 6th P.M., Sheridan County, Wyoming, said tract of land being more particularly described as follows:

BEGINNING at the north quarter corner of said Section 19 (Monumented with a 3¼" Aluminum Cap per PLS 2615), said point lying on the northerly line of a tract of land described in Book 336 of Deeds, Page 20; thence S56°00'21"W, 185.57 feet to a point; thence S37°49'06"W, 530.39 feet to a point; thence N89°30'49"E, 897.40 feet to a point, said point lying on the easterly line of said tract and lying on a fence line; thence S14°07'17"E, 20.05 feet along said fence line to a point; thence S20°38'52"W, 1028.00 feet along said fence line to a point; thence S01°08'02"W, 317.97 feet along said fence line to a point; thence S44°34'05"W, 362.63 feet along said fence line to a point; thence S66°28'01"W, 27.39 feet along said fence line to a point; thence S51°17'31"W, 133.40 feet along said fence line to a point; thence S47°13'36"W, 750.79 feet along said fence line to a point; thence S40°10'27"W, 750.20 feet along said fence line to a point; thence S85°49'52"W, 89.86 feet along said fence line to a point; thence S02°20'24"E, 1384.85 feet along said fence line to a point, said point lying on the easterly line of said tract described in Book 336 of Deeds, Page 20; thence S17°17'00"W, 488.28 feet along said easterly line and said fence line to a point; thence, leaving said easterly line and said fence line, S42°56'47"W, 1326.26 feet to a point; thence S32°22'07"W, 1163.16 feet to a point, said point lying on the southerly line of said tract and a fence line; thence N66°58'43"W, 468.00 feet along said fence line to a point, said point lying on the southerly line of said tract described in Book 336 of Deeds, Page 20; thence N83°14'18"W, 576.80 feet along said southerly line and said fence line to a point; thence N80°07'19"W, 695.36 feet along said southerly line and said fence line to a point; thence, leaving said southerly line and said fence line, N03°13'59"W, 808.10 feet to a point, said point lying on a fence line; thence N37°06'22"E, 389.80 feet along said fence line to a point; thence N51°20'27"E, 331.87 feet along said fence line to a point; thence, leaving said fence line N44°10'56"W, 161.07 feet to a point; thence N02°02'47"E, 134.06 feet to a point; thence N00°49'40"E, 84.72 feet to a point; thence N55°18'58"W, 79.11 feet to a point; thence N35°24'37"W, 95.36 feet to a point; thence N57°50'26"W, 384.63 feet to a point; thence N44°10'56"W, 166.59 feet to a point; thence N27°18'03"E, 465.87 feet to a point, said point lying on a fence line; thence N81°40'11"W, 62.23 feet along



said fence line to a point; thence S74°57'20"W, 1039.49 feet along said fence line to a point; thence N12°21'02"E, 764.81 feet along said fence line to a point, said point lying on the westerly line of said tract described in Book 336 of Deeds, Page 20; thence N00°50'17"E, 183.91 feet along said westerly line and said fence line to a point; thence N52°12'43"E, 651.79 feet along said fence line to a point; thence S39°31'34"E, 238.82 feet along said fence line to a point; thence S65°36'04"E, 173.31 feet along said fence line to a point; thence N26°52'41"E, 26.12 feet along said fence line to a point; thence S68°31'44"E, 730.68 feet along said fence line to a point; thence, leaving said fence line N54°12'08"E, 1809.35 feet to a point, said point lying on a fence line; thence N40°44'34"E, 1189.72 feet along said fence line to a point; thence, leaving said fence line N06°08'27"E, 403.66 feet to a point; thence N42°43'44"E, 535.89 feet to a point, said point lying on a fence line; thence N01°52'31"W, 1348.72 feet along said fence line to a point, said point lying on the north line of said W½ of Section 19 and said northerly line of said tract described in Book 336 of Deeds, Page 20; thence S71°54'35"E, 1619.07 feet along said northerly line of said tract and said north line of said W½ of Section 19 to the **POINT OF BEGINNING** of said tract.

TOGETHER WITH an access easement for ingress and egress along the following described roadway:

A road easement forty (40) feet wide, being twenty (20) feet each side of the following described centerline situated in the NW¼NE¼ of Section 19, Township 54 North, Range 83 West, Sheridan County, Wyoming; said centerline (Book 446 of Deeds, Page 363) being more particularly described as follows:

Commencing at the north quarter corner of said Section 19, thence S72°00'26"E, 294.20 feet to the **POINT OF BEGINNING** of said easement, said point lying on the centerline of Bird Farm Road (AKA as County Road No. 28); thence S17°30'28"W, 27.20 feet along the centerline of said easement to a point; thence S06°35'32"W, 395.67 feet along said centerline to a point; thence, through a curve to the right having a radius of 190.99 feet, a central angle of 02°05'07", an arc length of 6.95 feet, a chord bearing of S07°38'06"W, and a chord length of 6.95 feet to the **POINT OF TERMINUS** of said easement, said point being N23°33'17"W, 563.73 feet from said north quarter corner of said Section 19. Said easement being 429.82 feet in length.

Said tract contains 401.49 acres of land, more or less.

Basis of Bearings is the Wyoming Coordinate System NAD 1983, East Central Zone.

NO. 2013-706260 MEMORANDUM OF AGREEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
DAVIS & CANNON LLP P O BOX 728
SHERIDAN WY 82801