

ACTION: **INFORMATIONAL ONLY – NO ACTION**

**SAND, GRAVEL, BORROW MATERIAL, AND RIP-RAP ROCK
LEASE UPDATE – PRISM LOGISTICS, LLC**

AUTHORITY: **Wyoming Statute § 36-6-101;
Board of Land Commissioners' Rules and Regulations, Chapter
25, Section 5**

Discussion:

The Board of Land Commissioners (“Board”) approved the following sand, gravel, borrow material, and rip-rap rock leases on the dates indicated. Each lease was issued to Prism Logistics, LLC (“Prism”) for a term of two (2) years with the Standard Stipulations applied as indicated. A map of all of the leases is attached as **Exhibit A**.

June 1, 2023 (Board Matter F-1)

<u>Lease</u>	<u>Lessee</u>	<u>Description</u>	<u>Acres</u>	<u>County</u>	<u>Stipulations</u>
SG-01992	Prism	T33N R79W Sec 31 NE:E2SE: Lot 3, Lot 4: N2SE:SWSE	440.15	Natrona	1, 136
SG-01993*	Prism	T33N R80W Sec 36 ALL	640.00	Natrona	1, 117, 136
SG-01994	Prism	T33N R79W Sec 30 E2	320.00	Natrona	1, 117, 136
SG-01995*	Prism	T33N R80W Sec 35 S2	320.00	Natrona	1, 136
SG-01996*	Prism	T33N R80W Sec 34 NW:S2	480.00	Natrona	1, 136
SG-01997	Prism	T33N R80W Sec 33 E2NE:E2SE	160.00	Natrona	1, 136

October 5, 2023 (Board Matter F-1)

<u>Lease</u>	<u>Lessee</u>	<u>Description</u>	<u>Acres</u>	<u>County</u>	<u>Stipulations</u>
SG-02003*	Prism	T32N R80W L1, L2, NESE:S2SE:E2 SW:SENW Sec 2	317.82	Natrona	1, 117, 136
SG-02004*	Prism	T32N R80W L2, L3, L4, S2N2:SE:SESW: SWSW:NESW Sec 1	553.34	Natrona	1, 117, 136

* Indicates leases for which the lessee applied for a License to Explore through the Wyoming Department of Environmental Quality (“WDEQ”) – Land Quality Division (“LQD”) on November 1, 2023. The License to Explore each lease was approved by WDEQ-LQD on February 9, 2024 (LE0333, TFN 7 4/186). License to Explore and Approval attached as **Exhibit B**.

Pursuant to its License to Explore (LE0333, TFN 7 4/186), Prism conducted exploration activities on the leases noted above by using a backhoe to extract testing material from

eighteen (18) separate sites. The sites were dug to a depth of thirteen (13) feet, a width of eighteen (18) inches, and a length of fifteen (15) feet. Subsequently, Prism backfilled and performed reclamation activities at each site.

To date, it appears Prism has conducted all of its activities in accordance with the requirements of the above described leases approved by the Board, and pursuant to the requirements of its License to Explore issued by the WDEQ-LQD. Neither the Office of State Lands and Investments nor the WDEQ-LQD is aware of any violations, issues, or concerns related to the activities undertaken by lessee related to these leases thus far.

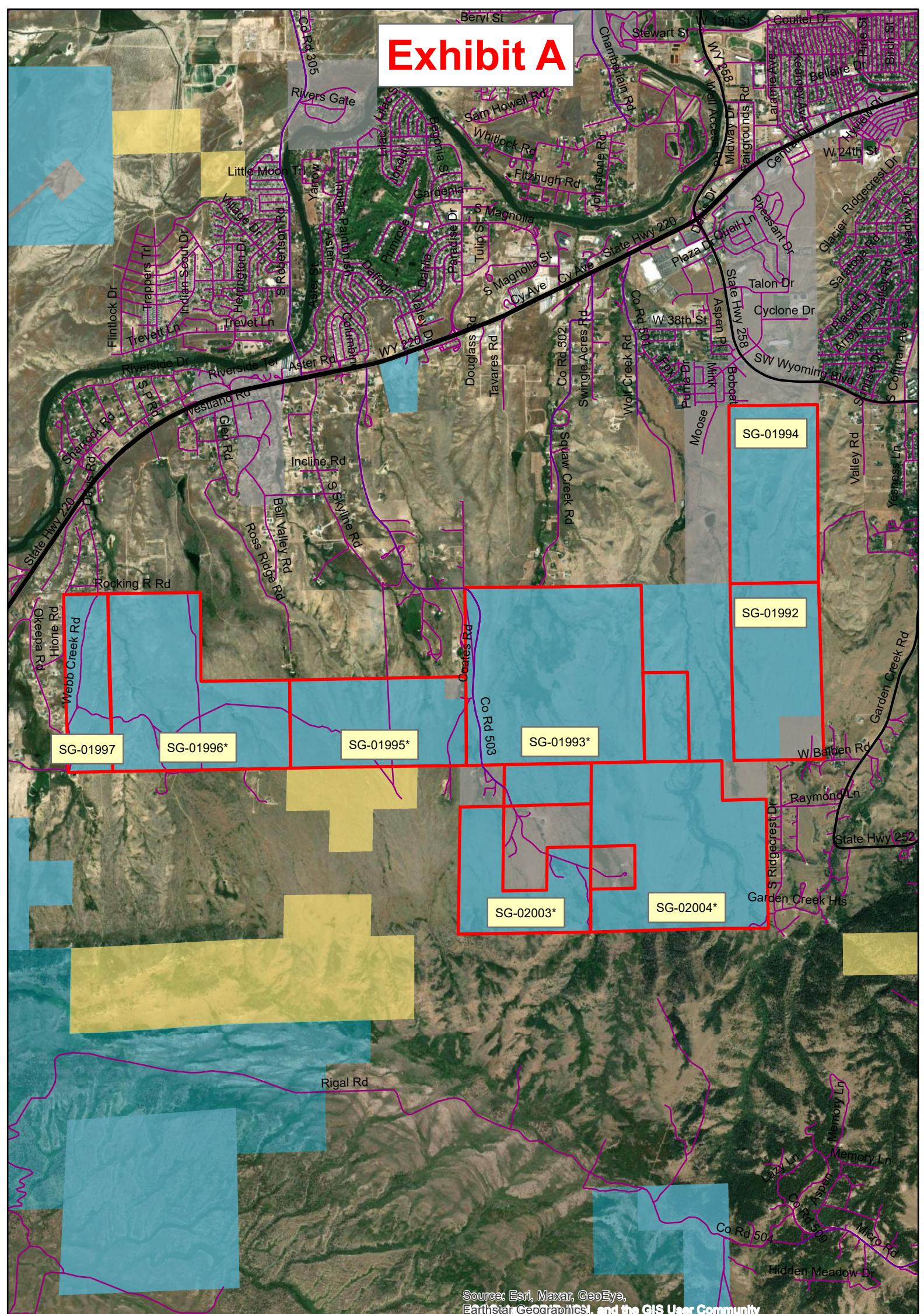
WDEQ-LQD has not received an application for a Limited Mining Operation ("LMO") notification, a Small Mine permit, or a Regular Mine permit from Prism, and therefore has not taken any further regulatory steps to allow mining operations to occur on the leased state trust lands. Should Prism desire to develop its leases, pursuant to its lease terms, it would be required to obtain an appropriate permit pursuant to the scope of development it wishes to conduct. Additionally, Prism would be required to obtain a Mineral Mining General Stormwater Permit from the WDEQ – Water Quality Division and a Stationary Source Construction Permit from the WDEQ – Air Quality Division.

Standard Stipulations:

The following Standard Stipulations have been applied to leases described above:

1. This lease is issued subject to and conditioned upon lessee's acknowledgment and agreement that, pursuant to Chapter 18, Section 3(h) of the Rules and Regulations of the Board of Land Commissioners, any discovery of historical, archeological or paleontological deposits on state lands during the course of development shall be reported to the Office of State Lands and Investments by the lessee prior to further disturbance, and operations may only re-commence as authorized by the Director. The Director shall notify the lessee regarding mitigation within five (5) working days after receiving the report.
117. Streams and Lake Buffer: This lease is issued subject to and conditioned upon lessee's acknowledgement and agreement that any exploration and development activities undertaken shall: 1) provide a 300-foot buffer on both sides of streams that go through a lease parcel, a 300 foot-foot buffer from the high watermark on all sides of any lake contained within the parcel, and provide protection for riparian zones; or 2) in the alternative, exploration and development activities shall be subject to approval by the Director of the Office of State Lands and Investments, subject to the Director's consultation with the Wyoming Game & Fish Department regarding alternative practices and/or plans of development which provide similar resource protection and mitigation.
136. Aquatic Invasive Species: Prevent spread of aquatic invasive species – To prevent the spread of aquatic invasive species (AIS) we recommend the following guidelines outlined in the Aquatic Invasive Species in Wyoming brochure, which can be found at the following website: <http://gf.state.wy.us/fish/AIS/index.asp>. If equipment has been used in an area known to contain aquatic invasive species, the equipment will need to be inspected by an authorized aquatic invasive species inspector certified in the State of Wyoming prior to its use in any Wyoming water. If aquatic invasive species are found, the equipment will need to be decontaminated."

Exhibit A



Prism Logistics, LLC Natrona County

- State Surface Ownership
- State Subsurface Ownership
- Bureau of Land Management
- Sand and Gravel Lease



The information supplied by the Wyoming Office of State Lands and Investments (Office) is public data and must be used with the understanding that the data were collected primarily for the use and purpose of the Office. The Office is not held liable to the validity, correctness, accuracy, completeness, and reliability of this data. The Office furthermore assumes no liability associated with the use or misuse this public information data.

Office of State Lands and Investments
April 4, 2024

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Exhibit B



Mark Gordon, Governor

Department of Environmental Quality

*To protect, conserve and enhance the quality of Wyoming's
environment for the benefit of current and future generations.*



Todd Parfitt, Director

Chris Fare
Prism Logistics, LLC
1474 Willer Drive
Casper, WY, 82604

RE: Approval of License to Explore by Dozing for Prism Logistics, LLC, LE0333, TFN 7 4/186

Dear Mr. Fare:

The proposal to explore by dozing at locations outlined in the submittal is approved. Please refer to LE0333 in all future correspondence with Land Quality Division (LQD).

The amount of \$27,000 was accepted as the reclamation performance bond for this project under separate cover on February 2, 2024.

The proposed License to Explore was reviewed by the Wyoming Game and Fish Department (letter dated January 2, 2024), WER # 15191.00. The following stipulations are placed on this License to Explore:

This operation is not within Sage Grouse Core Area or a Mule Deer and Antelope Migration Corridor, and has no stipulations related to the Governor's Executive Orders 2019-3 and 2020-1.

You are responsible for acquiring landowner consent prior to conducting exploration activities.

As required in your License to Explore application (item 7), a report on forms provided by the Land Quality Division is required to be submitted annually on or thirty (30) days prior to the anniversary date of the license.

The License to Explore may be renewed annually. The renewal request shall be filed, on forms provided by LQD, within thirty (30) days before the anniversary date of the license. If a license renewal request is not received within the specified timeframe, the license will automatically be considered inactive and no additional exploration activities will be permitted to occur. Release of the reclamation performance bond will not occur until an annual report is filed and LQD determines that reclamation standards have been met by the licensee.

The License to Explore by Dozing Annual Report-Renewal Request form is available on the Land Quality Division website at: <https://deq.wyoming.gov>.

If you have questions, please contact Blaise Hansen at (307) 777-7064 or blaise.hansen1@wyo.gov.

Sincerely,

Kyle Wendtland
Administrator, Land Quality Division

Date: 2/9/24

cc: Robin Jones, Cheyenne DEQ-LQD
deq-lqd.upload@wyo.gov
Kristy Kennedy, LQD Administrator's Administrative Assistant

STATE OF WYOMING
DEPARTMENT OF ENVIRONMENTAL QUALITY
LAND QUALITY DIVISION
APPLICATION FOR LICENSE TO EXPLORE FOR MINERALS BY DOZING
NONCOAL - CHAPTER 5 RULES AND REGULATIONS

1. Name, mailing address and telephone number of applicant:

Kyle True	Prism Logistics, LLC	
(Name)	(Company Name)	
1474 Wller Drive	(307) 233-3900	
(Mailing Address)	(Phone Number)	
Casper	WY	82604
(City)	(State)	(Zip Code)

2. Name(s), address(es) and telephone number(s) of the agent or person who will be present and/or responsible for the exploration operation:

Chris Fare	Prism Logistics, LLC	
(Name)	(Company Name)	
1474 Wller Drive	(307) 233-3925	
(Mailing Address)	(Phone Number)	
Casper	WY	82604
(City)	(State)	(Zip Code)

3. Attach the following information as part of the specific appendices:

(a) APPENDIX "A"

Names and addresses of the owners of record of the surface of all lands to be affected.

(b) APPENDIX "B"

Names and addresses of the owners of record of the mineral rights to all lands to be affected.

(c) APPENDIX "C"

The location(s) of all lands by legal subdivision, section, quarter section (when applicable), township, range and the estimated acreage in each section which will be substantially affected by the applicant.

(d) APPENDIX "D"

A description of the land which shall include: Past and present land uses; vegetative cover; nature and depth of the overburden, topsoil, and mineral seams as nearly as possible.

(e) APPENDIX "E"

An original United States Geological Survey topographic map, clearly outlining and identifying the lands to be explored. An aerial photograph of suitable scale may be substituted for the USGS topographic map provided that items (i) - (vi) below are submitted and all section, township and range lines, identifying numbers, and a north arrow are added. The following items must be shown on the USGS topographic map or the aerial photo:

(i) Access roads to be constructed.

(ii) Locations of public roads providing access to the area.

(iii) Dwellings and utilities.

(iv) Surface drainage, surface waters and impoundments, and springs.

(v) Earth and debris disposal areas.

(vi) The area of activity shall be shown in more detail and distinctly outlined and identified.

(f) APPENDIX "F"

A description of the proposed exploration activities including: equipment, size of excavation, topsoil salvage and procedures to prevent water pollution. Also, a reclamation plan including procedures for backfilling, topsoil replacement, and seeding. Attach a timetable showing:

- (i) The anticipated length of time between initial surface disturbance and the beginning of reclamation.
- (ii) A proposed termination date for all exploration activities.
- (iii) A date for the completion of all reclamation activities.

(g) APPENDIX "G"

Estimate in accordance with established engineering principles for the reclamation of all lands to be affected during the first year of the exploration operation. The Administrator will determine the required bond amount within 30 days following receipt of a complete application for a license to explore. A reclamation bond shall be posted to adequately cover these costs.

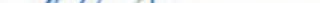
4. Disposal of Dangerous Material: All acid-forming or toxic materials, or materials constituting a fire, health or safety hazard uncovered during or created by the exploration process will be promptly treated or disposed of during the exploration.
5. An Annual Report following the format provided by the Land Quality Division must be filed with the Land Quality Division within 30 days before the anniversary date of the license.
6. As required by W.S. §36-6-102, if operating on state or state school lands submit copies of all electrical, gamma-ray neutron, resistivity or other types of subsurface log reports, and all assay reports for any rock cores or cutting to the Office of the State Geologist within 90 days after completion of associated reports.
7. A license fee of \$250.00 is enclosed.
8. At the request of the applicant, all or part of this application may be held confidential pursuant to W.S. §35-11-1101(a).
9. The operator shall allow the Director, the Administrator and/or his authorized representatives, at reasonable times and upon presentation of appropriate credentials, to enter upon and have access to any and all lands covered by the exploration area and amendments thereto and to inspect and copy any records or documents, obtain or monitor any samples or sampling, for any activities associated with the exploration operation. If requested, the operator shall promptly obtain permission for the Director, the Administrator and/or his authorized representatives to cross any private lands necessary to enter upon and have access to all lands covered by the exploration area and amendments thereto.

FINAL SWORN STATEMENT

State of Wyoming)
County of Natrona)

I Kyle True _____ being duly sworn on my oath that I am the applicant or authorized signatory for the foregoing "License to Explore"; that I have read the said application and agree to comply with the provisions thereof; and that all statements contained in the application are true and correct to my best knowledge and belief:

Dated this 1 day of Nov, 2023.

Signature: 

Name: KYLE True
(Printed or typed)

(Corporate Seal)

Title: MLA-460C

The foregoing instrument was acknowledged before me by KYLE TRUE,
this 1 day of November, 2023.

Witness my hand and official seal.

~~(Notary Public or Secretary if a Corporation)~~



(Notary Seal)

Charles Stephenson
(Name printed or typed)

(Name printed or typed)

My Commission Expires: 04-07-2028

THE STATE OF WYOMING)
DEPARTMENT OF ENVIRONMENTAL QUALITY)ss
)

This is to certify that I have examined the foregoing application and do hereby grant the same subject to the following limitations and conditions:

This License to Explore grants only the right to affect the land described in Appendix "C" of the application or any amendments thereto.

Acceptance of the approved License to Explore obligates the operator to abide by the conditions specified below:

:

Approved: 
Administrator
Land Quality Division
Department of Environmental Quality

Effective Date: 2/9/27

STATE OF WYOMING

DEPARTMENT OF ENVIRONMENTAL QUALITY
LAND QUALITY DIVISION

APPLICATION FOR LICENSE TO EXPLORE FOR MINERALS BY DOZING
NONCOAL - CHAPTER 5 RULES AND REGULATIONS

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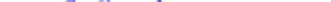
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State of WYOMING)
County of NATRONA)

I Kyle True being duly sworn on my oath that I am the applicant or authorized signatory for the foregoing "License to Explore"; that I have read the said application and agree to comply with the provisions thereof; and that all statements contained in the application are true and correct to my best knowledge and belief:

Dated this 1 day of Nov, 2023.

Signature: 

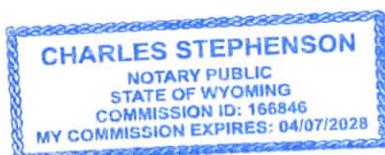
Name: Kyle True
(Printed or typed)

(Corporate Seal)

Title: *My Agenda -*

The foregoing instrument was acknowledged before me by KYLE TRUE,
this 1 day of NOVEMBER, 20 23.

Witness my hand and official seal.



(Notary Seal)



Charles Stephenson
(Name printed or typed)

My Commission Expires: 04-07-2028

THE STATE OF WYOMING)
DEPARTMENT OF ENVIRONMENTAL QUALITY)ss
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Acceptance of the approved License to Explore obligates the operator to abide by the conditions specified below:

:

Approved: _____
Administrator
Land Quality Division
Department of Environmental Quality

Effective Date: _____

I. Appendix A

The State of Wyoming is the owner of record of all lands to be affected. The applicable leases are attached. We are working with the Office of State Lands and Investments to mitigate any impacts on grazing or similar leases.

II. Appendix B

The State of Wyoming is the owner of all the minerals rights associated with the lands to be affected.

III. Appendix C

The lands to be affected include:

1. 80 acres N/2 NW Sec 2, T32N R80W
Natrona County, Wyoming Acreage to be affected by exploration: < 1 acre.
2. 320 acres T33N R80W S/2 Sec 35
Natrona County, Wyoming Acreage to be affected by exploration: < 2 acres.
3. 640 acres T33N R80W Sec 36 ALL
Natrona County, Wyoming Acreage to be affected by exploration: < 2 acres.
4. 553.34 acres T32N R80W Section 1 NW/4, E/SW/4, SWSW, SE/4, W/2NE, SENE
Natrona County, Wyoming Acreage to be affected by exploration: < 1 acre.
5. 480 acres T33N R80W Sec 34 S/2 NW/4
Natrona County, Wyoming Acreage to be affected by exploration: < 2 acres.

IV. Appendix D

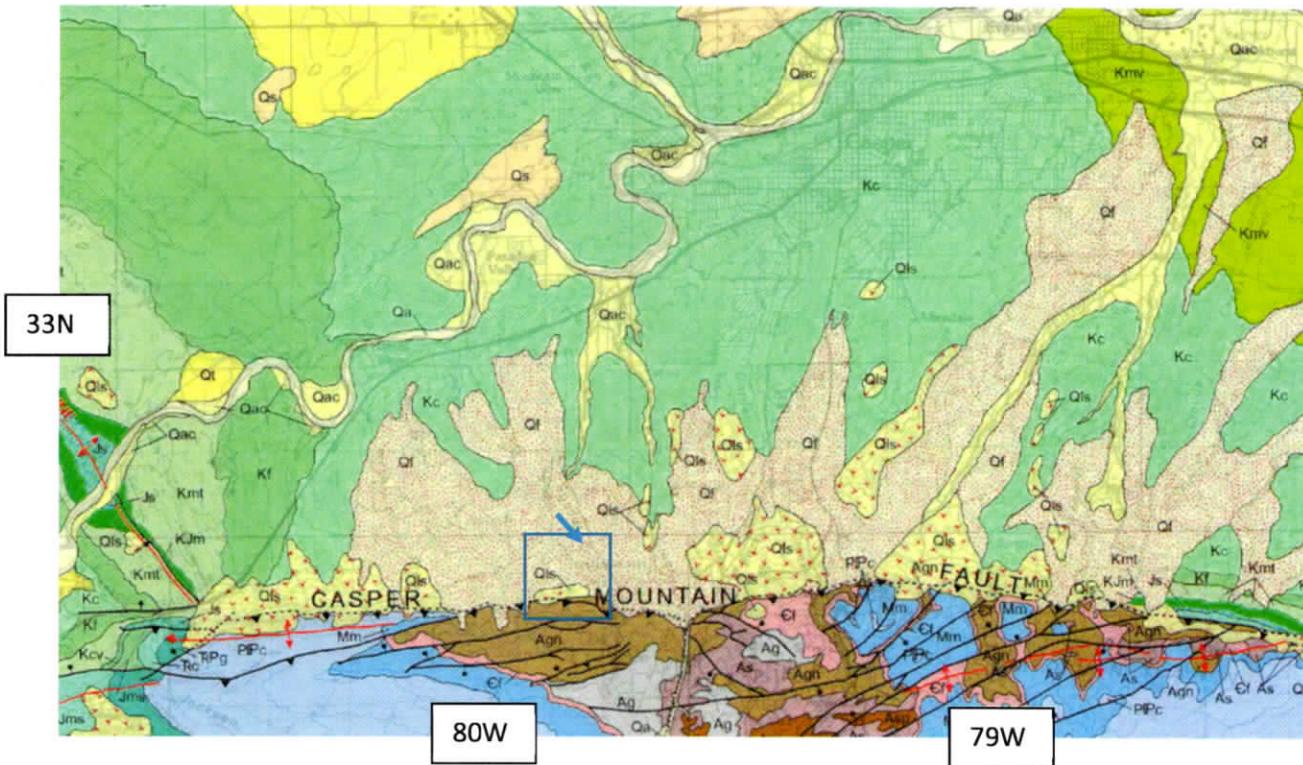
The lands to be affected by the gravel pit operations in the N/2 NW Sec 2, T32N R80W, Natrona County, Wyoming are generally alluvial fan deposits (Holocene/ Pleistocene). This is described as boulder gravel in a coarse matrix; sub-rounded and rounded pebbles, cobbles, and boulders of igneous, metamorphic, and resistant sedimentary rocks, interbedded with lenses of sand and silt spreading out from mouths of ravines and canyons or at the base of steep slopes. Glacially derived boulder deposits on ridges and terrace surfaces on northern and western slopes of Casper Mountain. (Anderson and others, 2004). These fan deposits are most common on the northern and eastern flanks of Casper Mountain and are often down slope from landslides.

The topography is gently sloping to the north and cut by streams at roughly one mile intervals. The vegetation is native grasses with some bushes and larger vegetation along the creek bottoms.

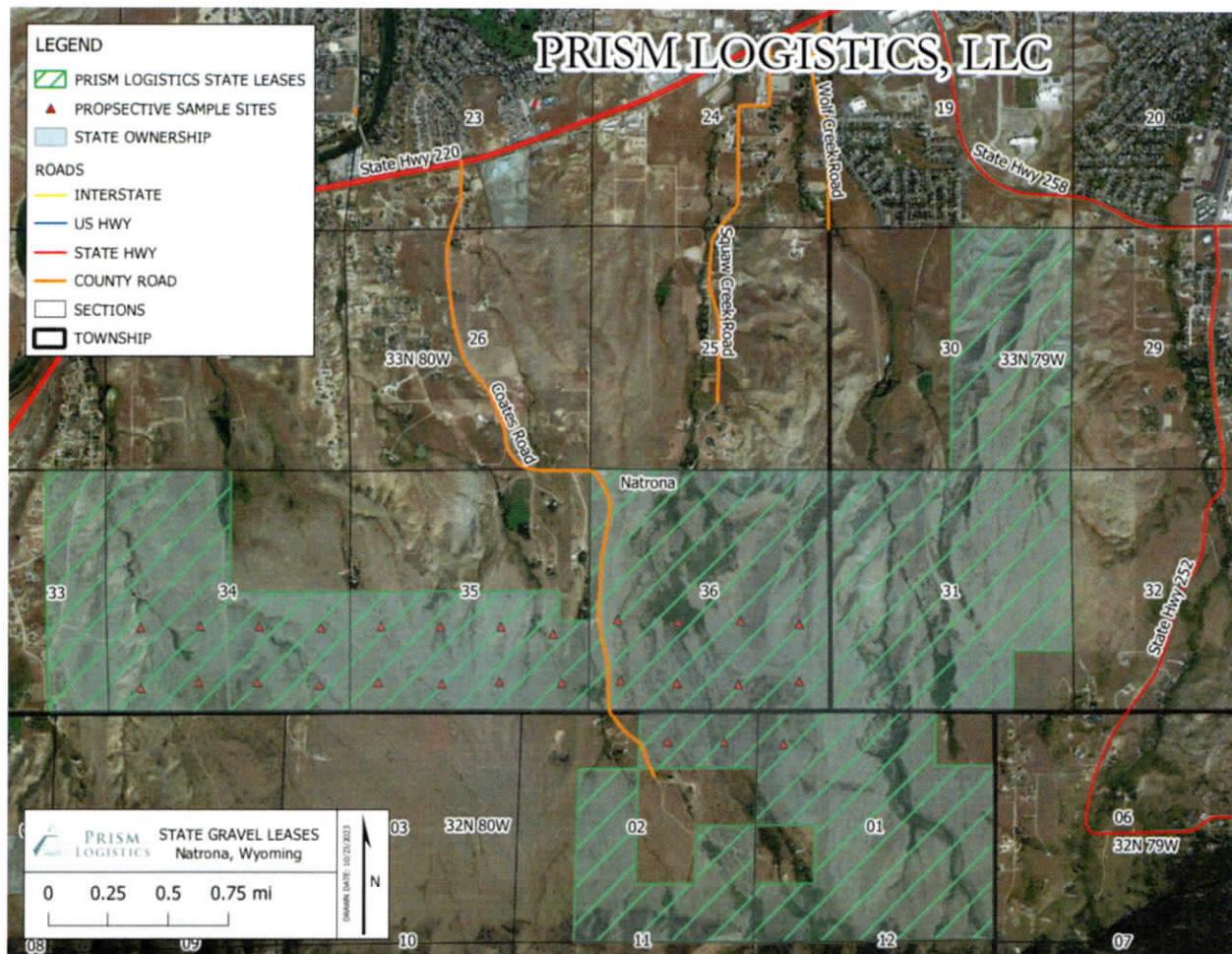
The land is currently State of Wyoming land used for grazing. Section 36 of T33N R80W is a "walk in only" recreational area as well as a grazing lease.

There is no effective overburden as the gravel and other valuable rock materials (boulder, sand, etc.) are present on the surface. Top soil would be banked during any exploration operations for immediate replacement. Wildlife includes native antelope, deer, prairie dogs, and other smaller wildlife. As there is scant water and cover, these animals are not in large quantities on this land.

Appendix D Continued



V. Appendix E



VI. Appendix F

Prism Logistics intends to enter the State leasehold on Coates Road, a County Road. Coates Road allows direct access to Section 2 T32N R80W and Section 36 T 33N R80W. From those starting point, we will travel across the lease to each site. Top soil will be removed and stockpiled at the edge of each dig by the backhoe or trackhoe. It is anticipated to be roughly 2 inches deep as the rock and gravel have surface expression. Samples will be taken to a dept of up to 22 feet. Once samples have been gathered by shovel, the hole will be refilled and top soil immediately restored to the site and a warm and cool season seed mix will be used to remediate the site. As each dig site is anticipated to be open less than three hours, and never without direct supervision, no fencing is anticipated. These areas have virtually no human use, so protection from traffic during re-seeding is not anticipated. Fuel and necessary oils will be contained in pickups. Trash will be bagged and removed daily. No live water is anticipated in area drainages in the Fall. Testing is anticipated to be completed within three months, as soon as practical, after approval. Testing is not anticipated to continue over two weeks once begun. Less than one acre, cumulatively, will be disturbed at each dig site.

VII. Appendix G

1

Prism Logistics intends to re-seed the affected areas immediately upon the closing of each hole.

Anticipated testing costs include:

Mobilization and Demobilization:	\$ 5,000
Labor and Equipment Charges During Testing:	\$12,000
Sample Collection Materials:	\$ 200
Seeding for Reclamation:	<u>\$10,000</u>
Total Estimated Test Collection Costs:	\$27,200

Miscellaneous

Natrona County Planning and Zoning does not need to approve this Application for Exploration as the activities will occur over a shorter time period than six months as per the 2022 Zoning Resolution, Section 4.08.02, Part B which states, “Private non-commercial sand, gravel, and aggregate extraction of limited (six (6) months or less) duration are exempt from these regulations.” This was confirmed by a county planner in a meeting on October 27th, 2023.

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
ROCK AND ASSORTED MINERALS LEASE
Sand, Gravel, Rock Crushed for Aggregate and Borrow Material

1. THIS LEASE, is entered into this 2nd day of October 2023 by and between the State of Wyoming, Board of Land Commissioners, as LESSOR, and Prism Logistics, LLC as LESSEE.

2. The LESSOR hereby grants unto LESSEE, its successors, or assigns, authority to explore for, extract, and remove sand, gravel, rock crushed for aggregate and borrow material from the following described land, to-wit:

317.82 acres T32N R80W Sec 2 L1, L2, NESE:S2SE:E2SW:SENW

Natrona County, Wyoming

3. The term of this lease shall be two (2) years, commencing on the 2nd day of October 2023 and ending 1st day of October 2025.

4. In consideration for the grant of this lease, LESSEE agrees to pay the LESSOR royalties at the rate of Sixty Cents (\$0.60) per ton for all sand and gravel removed by LESSEE under the terms of this lease. LESSOR reserves the right to increase the royalty rate during the term of this lease.

5. LESSEE shall have the right to enter upon and use so much of the surface of lease premises as is necessary and incidental to the exploration, extraction, and removal performed by LESSEE under this lease, provided that the LESSEE shall fully protect the rights of all lessees under agricultural or grazing leases, which are in effect, or shall be hereafter granted by LESSOR, for the same land as is the subject of this lease. LESSEE further agrees to:

a. Fence the pit from which the sand and gravel is removed, erect and keep closed gates in all fences in which openings may be made, close and keep covered all holes or open cuts for the protection of stock grazing on the premises;

b. Avoid and prevent the contamination of any living water upon the land;

c. Fully indemnify any tenant, lessee, purchaser, or other person holding under the LESSOR, should LESSEE or any person holding from, by, or under the LESSEE destroy or injure any crop, building, or other property or improvement on lease premises, in a sum as may be mutually agreed upon by the parties, or if agreement is not reached, by the LESSOR;

d. Comply fully with the Wyoming Weed and Pest Act, W.S. 11-5-102 et seq., in regard to control of noxious weeds.

e. Hold the LESSOR harmless from any responsibility for any and all claims for damages whatsoever which may be incurred by reason of the action of the LESSOR in the granting of this lease.

6. LESSEE will remit to the Office of State Lands and Investments, annual rental payment of One Dollar (\$1.00) per acre, such annual rental is creditable against the royalty due in the lease year, and as such, will be applied to the next annual rental due unless the annual royalty in any year does not equal the required annual rental amount.

LESSEE will remit to the Office of State Lands and Investments late rental payment penalty of 1.00 per acre after 30 days from renewal anniversary date.

LESSEE further covenants and agrees to submit monthly reports verified under oath showing the number of tons of sand and gravel removed during the one month period, which reports the LESSEE agrees to render and transmit to the Office of State Lands and Investments within thirty (30) days of the last day of the period covered. These reports are to be rendered whether or not there was any material removed from the land.

7. LESSEE further covenants and agrees that it will fully pay, when they fall due, all bills for machinery, lumber, timber and other materials, all wages for labor, and all other demands caused by its operations hereunder on said described land, so that no laborers' or other mechanics' liens, attachments, or liens of any character shall arise against said land.

8. It is expressly understood and agreed by and between the signatory parties, their successors or assigns, that if default shall be made in any of the covenants and agreements herein contained, to be kept and performed by LESSEE, its successors or assigns, the LESSOR shall serve notice in writing on the LESSEE, either by personal service or by registered mail of such default, and if the said LESSEE shall fail to perform the covenants and agreements of this lease so defaulted in within thirty days from the date said notice is served personally, or from the date said notice is mailed by registered mail, then the LESSOR may declare this lease canceled and re-enter into the premises

or any part thereof; and in case of default in and of any of the covenants or agreements herein contained, by the LESSEE, upon thirty days' notice by the LESSOR to the LESSEE that this lease has been declared canceled, the LESSEE hereby agrees to surrender the peaceful and uninterrupted possession of the premises to the LESSOR; and that neither the LESSEE nor its legal representatives, nor assigns will permit any loss, or permit or cause to be permitted any waste or destruction in, to or upon said premises or any part thereof, nor remove any improvements placed thereon without the consent of the LESSOR.

9. It is expressly understood and agreed by and between the signatory parties, their successors or assigns that the lease premises shall be maintained in a condition acceptable to the LESSOR at all time, in conformance with Chapter 25 of the Board of Land Commissioners Rules and Regulations, and further, the LESSEE agrees to comply fully with the Wyoming Environmental Quality Act, W.S. 35-11-101 et.seq., and that the obligation for reclamation to a condition acceptable under said act, and to the LESSOR for any land disturbance by the LESSEE, will be the sole responsibility of the LESSEE. LESSEE agrees to indemnify the LESSOR for any costs arising out of a default by the LESSEE under this paragraph.
10. It is expressly understood and agreed by and between the signatory parties hereto that no assignment of this lease shall be made by the LESSEE except with the consent and approval of the LESSOR.
11. It is expressly understood and agreed by and between the signatory parties, their successors or assigns that this lease is to be construed under the provisions of the laws of the State of Wyoming; and at the expiration of this lease by limitation, forfeiture or otherwise, the LESSEE agrees to remove all improvements from the land described herein without cost to the LESSOR.
12. It is further understood that this lease is issued subject to rescindment and termination at the option of LESSOR if the lease premises are offered for sale.



STATE OF WYOMING
Board of Land Commissioners



Director
Office of State Lands & Investments

LESSEE: Prism Logistics, LLC
ADDRESS: 1474 Weller Dr. Casper, WY 82604
PRINT NAME: Kyle True
TITLE: Manager

Stips:

- 1 Standard Stipulation relating to discovery of historical, archeological, or paleontological deposits within the leased area.
- 117 Standard Stipulation relating to exploration and development activities within certain distances of streams and lakes.
- 136 Standard Stipulation relating to development and production within an area of concern for the spread of aquatic invasive species.

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
ROCK AND ASSORTED MINERALS LEASE
Sand, Gravel, Rock Crushed for Aggregate and Borrow Material

1. THIS LEASE, is entered into this 2nd day of June 2023 by and between the State of Wyoming, Board of Land Commissioners, as LESSOR, and Prism Logistics, LLC as LESSEE.
2. The LESSOR hereby grants unto LESSEE, its successors, or assigns, authority to explore for, extract, and remove sand, gravel, rock crushed for aggregate and borrow material from the following described land, to-wit:

320.00 acres T33N R80W S2 Sec 35

Natrona County, Wyoming

3. The term of this lease shall be two (2) years, commencing on the 2nd day of June 2023 and ending 1st day of June 2025.
4. In consideration for the grant of this lease, LESSEE agrees to pay the LESSOR royalties at the rate of Sixty Cents (\$0.60) per ton for all sand and gravel removed by LESSEE under the terms of this lease. LESSOR reserves the right to increase the royalty rate during the term of this lease.
5. LESSEE shall have the right to enter upon and use so much of the surface of lease premises as is necessary and incidental to the exploration, extraction, and removal performed by LESSEE under this lease, provided that the LESSEE shall fully protect the rights of all lessees under agricultural or grazing leases, which are in effect, or shall be hereafter granted by LESSOR, for the same land as is the subject of this lease. LESSEE further agrees to:
 - a. Fence the pit from which the sand and gravel is removed, erect and keep closed gates in all fences in which openings may be made, close and keep covered all holes or open cuts for the protection of stock grazing on the premises;
 - b. Avoid and prevent the contamination of any living water upon the land;
 - c. Fully indemnify any tenant, lessee, purchaser, or other person holding under the LESSOR, should LESSEE or any person holding from, by, or under the LESSEE destroy or injure any crop, building, or other property or improvement on lease premises, in a sum as may be mutually agreed upon by the parties, or if agreement is not reached, by the LESSOR;
 - d. Comply fully with the Wyoming Weed and Pest Act, W.S. 11-5-102 et.seq., in regard to control of noxious weeds.
 - e. Hold the LESSOR harmless from any responsibility for any and all claims for damages whatsoever which may be incurred by reason of the action of the LESSOR in the granting of this lease.
6. LESSEE will remit to the Office of State Lands and Investments, annual rental payment of One Dollar (\$1.00) per acre, such annual rental is creditable against the royalty due in the lease year, and as such, will be applied to the next annual rental due unless the annual royalty in any year does not equal the required annual rental amount.

LESSEE will remit to the Office of State Lands and Investments late rental payment penalty of 1.00 per acre after 30 days from renewal anniversary date.

LESSEE further covenants and agrees to submit monthly reports verified under oath showing the number of tons of sand and gravel removed during the one month period, which reports the LESSEE agrees to render and transmit to the Office of State Lands and Investments within thirty (30) days of the last day of the period covered. These reports are to be rendered whether or not there was any material removed from the land.

7. LESSEE further covenants and agrees that it will fully pay, when they fall due, all bills for machinery, lumber, timber and other materials, all wages for labor, and all other demands caused by its operations hereunder on said described land, so that no laborers' or other mechanics' liens, attachments, or liens of any character shall arise against said land.
8. It is expressly understood and agreed by and between the signatory parties, their successors or assigns, that if default shall be made in any of the covenants and agreements herein contained, to be kept and performed by LESSEE, its successors or assigns, the LESSOR shall serve notice in writing on the LESSEE, either by personal service or by registered mail of such default, and if the said LESSEE shall fail to perform the covenants and agreements of this lease so defaulted in within thirty days from the date said notice is served personally, or from the date said notice is mailed by registered mail, then the LESSOR may declare this lease canceled and re-enter into the premises

or any part thereof; and in case of default in and of any of the covenants or agreements herein contained, by the LESSEE, upon thirty days' notice by the LESSOR to the LESSEE that this lease has been declared canceled, the LESSEE hereby agrees to surrender the peaceful and uninterrupted possession of the premises to the LESSOR; and that neither the LESSEE nor its legal representatives, nor assigns will permit any loss, or permit or cause to be permitted any waste or destruction in, to or upon said premises or any part thereof, nor remove any improvements placed thereon without the consent of the LESSOR.

9. It is expressly understood and agreed by and between the signatory parties, their successors or assigns that the lease premises shall be maintained in a condition acceptable to the LESSOR at all time, in conformance with Chapter 25 of the Board of Land Commissioners Rules and Regulations, and further, the LESSEE agrees to comply fully with the Wyoming Environmental Quality Act, W.S. 35-11-101 et.seq., and that the obligation for reclamation to a condition acceptable under said act, and to the LESSOR for any land disturbance by the LESSEE, will be the sole responsibility of the LESSEE. LESSEE agrees to indemnify the LESSOR for any costs arising out of a default by the LESSEE under this paragraph.
10. It is expressly understood and agreed by and between the signatory parties hereto that no assignment of this lease shall be made by the LESSEE except with the consent and approval of the LESSOR.
11. It is expressly understood and agreed by and between the signatory parties, their successors or assigns that this lease is to be construed under the provisions of the laws of the State of Wyoming; and at the expiration of this lease by limitation, forfeiture or otherwise, the LESSEE agrees to remove all improvements from the land described herein without cost to the LESSOR.
12. It is further understood that this lease is issued subject to rescindment and termination at the option of LESSOR if the lease premises are offered for sale.



STATE OF WYOMING
Board of Land Commissioners



Director,
Office of State Lands & Investments

LESSEE: Prism Logistics, LLC
ADDRESS: 1474 Willer Drive Casper, WY 82604
PRINT NAME: Kyle True
TITLE: Manager

Stips:

1 Standard Stipulation relating to discovery of historical, archeological, or paleontological deposits within the leased area.

136 Standard Stipulation relating to development and production within an area of concern for the spread of aquatic invasive species.

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
ROCK AND ASSORTED MINERALS LEASE
Sand, Gravel, Rock Crushed for Aggregate and Borrow Material

1. THIS LEASE, is entered into this 2nd day of June 2023 by and between the State of Wyoming, Board of Land Commissioners, as LESSOR, and Prism Logistics, LLC as LESSEE.
2. The LESSOR hereby grants unto LESSEE, its successors, or assigns, authority to explore for, extract, and remove sand, gravel, rock crushed for aggregate and borrow material from the following described land, to-wit:

640.00 acres T33N R80W Sec 36 ALL

Natrona County, Wyoming

3. The term of this lease shall be two (2) years, commencing on the 2nd day of June 2023 and ending 1st day of June 2025.
4. In consideration for the grant of this lease, LESSEE agrees to pay the LESSOR royalties at the rate of Sixty Cents (\$0.60) per ton for all sand and gravel removed by LESSEE under the terms of this lease. LESSOR reserves the right to increase the royalty rate during the term of this lease.
5. LESSEE shall have the right to enter upon and use so much of the surface of lease premises as is necessary and incidental to the exploration, extraction, and removal performed by LESSEE under this lease, provided that the LESSEE shall fully protect the rights of all lessees under agricultural or grazing leases, which are in effect, or shall be hereafter granted by LESSOR, for the same land as is the subject of this lease. LESSEE further agrees to:
 - a. Fence the pit from which the sand and gravel is removed, erect and keep closed gates in all fences in which openings may be made, close and keep covered all holes or open cuts for the protection of stock grazing on the premises;
 - b. Avoid and prevent the contamination of any living water upon the land;
 - c. Fully indemnify any tenant, lessee, purchaser, or other person holding under the LESSOR, should LESSEE or any person holding from, by, or under the LESSEE destroy or injure any crop, building, or other property or improvement on lease premises, in a sum as may be mutually agreed upon by the parties, or if agreement is not reached, by the LESSOR;
 - d. Comply fully with the Wyoming Weed and Pest Act, W.S. 11-5-102 et seq., in regard to control of noxious weeds.
 - e. Hold the LESSOR harmless from any responsibility for any and all claims for damages whatsoever which may be incurred by reason of the action of the LESSOR in the granting of this lease.

6. LESSEE will remit to the Office of State Lands and Investments, annual rental payment of One Dollar (\$1.00) per acre, such annual rental is creditable against the royalty due in the lease year, and as such, will be applied to the next annual rental due unless the annual royalty in any year does not equal the required annual rental amount.

LESSEE will remit to the Office of State Lands and Investments late rental payment penalty of 1.00 per acre after 30 days from renewal anniversary date.

LESSEE further covenants and agrees to submit monthly reports verified under oath showing the number of tons of sand and gravel removed during the one month period, which reports the LESSEE agrees to render and transmit to the Office of State Lands and Investments within thirty (30) days of the last day of the period covered. These reports are to be rendered whether or not there was any material removed from the land.

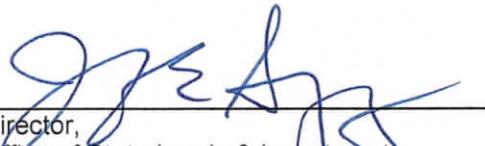
7. LESSEE further covenants and agrees that it will fully pay, when they fall due, all bills for machinery, lumber, timber and other materials, all wages for labor, and all other demands caused by its operations hereunder on said described land, so that no laborers' or other mechanics' liens, attachments, or liens of any character shall arise against said land.
8. It is expressly understood and agreed by and between the signatory parties, their successors or assigns, that if default shall be made in any of the covenants and agreements herein contained, to be kept and performed by LESSEE, its successors or assigns, the LESSOR shall serve notice in writing on the LESSEE, either by personal service or by registered mail of such default, and if the said LESSEE shall fail to perform the covenants and agreements of this lease so defaulted in within thirty days from the date said notice is served personally, or from the date said notice is mailed by registered mail, then the LESSOR may declare this lease canceled and re-enter into the premises

or any part thereof; and in case of default in and of any of the covenants or agreements herein contained, by the LESSEE, upon thirty days' notice by the LESSOR to the LESSEE that this lease has been declared canceled, the LESSEE hereby agrees to surrender the peaceful and uninterrupted possession of the premises to the LESSOR; and that neither the LESSEE nor its legal representatives, nor assigns will permit any loss, or permit or cause to be permitted any waste or destruction in, to or upon said premises or any part thereof, nor remove any improvements placed thereon without the consent of the LESSOR.

9. It is expressly understood and agreed by and between the signatory parties, their successors or assigns that the lease premises shall be maintained in a condition acceptable to the LESSOR at all time, in conformance with Chapter 25 of the Board of Land Commissioners Rules and Regulations, and further, the LESSEE agrees to comply fully with the Wyoming Environmental Quality Act, W.S. 35-11-101 et.seq., and that the obligation for reclamation to a condition acceptable under said act, and to the LESSOR for any land disturbance by the LESSEE, will be the sole responsibility of the LESSEE. LESSEE agrees to indemnify the LESSOR for any costs arising out of a default by the LESSEE under this paragraph.
10. It is expressly understood and agreed by and between the signatory parties hereto that no assignment of this lease shall be made by the LESSEE except with the consent and approval of the LESSOR.
11. It is expressly understood and agreed by and between the signatory parties, their successors or assigns that this lease is to be construed under the provisions of the laws of the State of Wyoming; and at the expiration of this lease by limitation, forfeiture or otherwise, the LESSEE agrees to remove all improvements from the land described herein without cost to the LESSOR.
12. It is further understood that this lease is issued subject to rescindment and termination at the option of LESSOR if the lease premises are offered for sale.



STATE OF WYOMING
Board of Land Commissioners



Director,
Office of State Lands & Investments

LESSEE: Prism Logistics, LLC
ADDRESS: 1474 Weller Drive Casper, WY 82604
PRINT NAME: Kyle True
TITLE: Manager

Stips:

- 1 Standard Stipulation relating to discovery of historical, archeological, or paleontological deposits within the leased area.
- 136 Standard Stipulation relating to development and production within an area of concern for the spread of aquatic invasive species.

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
ROCK AND ASSORTED MINERALS LEASE
Sand, Gravel, Rock Crushed for Aggregate and Borrow Material

1. THIS LEASE, is entered into this 2nd day of October 2023 by and between the State of Wyoming, Board of Land Commissioners, as LESSOR, and Prism Logistics, LLC as LESSEE.

2. The LESSOR hereby grants unto LESSEE, its successors, or assigns, authority to explore for, extract, and remove sand, gravel, rock crushed for aggregate and borrow material from the following described land, to-wit:

553.34 acres T32N.R80W Sec 1 L2, L3, L4 S2N2:SE:SESW:SWSW:NESW

Natrona County, Wyoming

3. The term of this lease shall be two (2) years, commencing on the 2nd day of October 2023 and ending 1st day of October 2025.

4. In consideration for the grant of this lease, LESSEE agrees to pay the LESSOR royalties at the rate of Sixty Cents (\$0.60) per ton for all sand and gravel removed by LESSEE under the terms of this lease. LESSOR reserves the right to increase the royalty rate during the term of this lease.

5. LESSEE shall have the right to enter upon and use so much of the surface of lease premises as is necessary and incidental to the exploration, extraction, and removal performed by LESSEE under this lease, provided that the LESSEE shall fully protect the rights of all lessees under agricultural or grazing leases, which are in effect, or shall be hereafter granted by LESSOR, for the same land as is the subject of this lease. LESSEE further agrees to:

a. Fence the pit from which the sand and gravel is removed, erect and keep closed gates in all fences in which openings may be made, close and keep covered all holes or open cuts for the protection of stock grazing on the premises;

b. Avoid and prevent the contamination of any living water upon the land;

c. Fully indemnify any tenant, lessee, purchaser, or other person holding under the LESSOR, should LESSEE or any person holding from, by, or under the LESSEE destroy or injure any crop, building, or other property or improvement on lease premises, in a sum as may be mutually agreed upon by the parties, or if agreement is not reached, by the LESSOR;

d. Comply fully with the Wyoming Weed and Pest Act, W.S. 11-5-102 et seq., in regard to control of noxious weeds.

e. Hold the LESSOR harmless from any responsibility for any and all claims for damages whatsoever which may be incurred by reason of the action of the LESSOR in the granting of this lease.

6. LESSEE will remit to the Office of State Lands and Investments, annual rental payment of One Dollar (\$1.00) per acre, such annual rental is creditable against the royalty due in the lease year, and as such, will be applied to the next annual rental due unless the annual royalty in any year does not equal the required annual rental amount.

LESSEE will remit to the Office of State Lands and Investments late rental payment penalty of 1.00 per acre after 30 days from renewal anniversary date.

LESSEE further covenants and agrees to submit monthly reports verified under oath showing the number of tons of sand and gravel removed during the one month period, which reports the LESSEE agrees to render and transmit to the Office of State Lands and Investments within thirty (30) days of the last day of the period covered. These reports are to be rendered whether or not there was any material removed from the land.

7. LESSEE further covenants and agrees that it will fully pay, when they fall due, all bills for machinery, lumber, timber and other materials, all wages for labor, and all other demands caused by its operations hereunder on said described land, so that no laborers' or other mechanics' liens, attachments, or liens of any character shall arise against said land.

8. It is expressly understood and agreed by and between the signatory parties, their successors or assigns, that if default shall be made in any of the covenants and agreements herein contained, to be kept and performed by LESSEE, its successors or assigns, the LESSOR shall serve notice in writing on the LESSEE, either by personal service or by registered mail of such default, and if the said LESSEE shall fail to perform the covenants and agreements of this lease so defaulted in within thirty days from the date said notice is served personally, or from the date said notice is mailed by registered mail, then the LESSOR may declare this lease canceled and re-enter into the premises

or any part thereof; and in case of default in and of any of the covenants or agreements herein contained, by the LESSEE, upon thirty days' notice by the LESSOR to the LESSEE that this lease has been declared canceled, the LESSEE hereby agrees to surrender the peaceful and uninterrupted possession of the premises to the LESSOR; and that neither the LESSEE nor its legal representatives, nor assigns will permit any loss, or permit or cause to be permitted any waste or destruction in, to or upon said premises or any part thereof, nor remove any improvements placed thereon without the consent of the LESSOR.

9. It is expressly understood and agreed by and between the signatory parties, their successors or assigns that the lease premises shall be maintained in a condition acceptable to the LESSOR at all time, in conformance with Chapter 25 of the Board of Land Commissioners Rules and Regulations, and further, the LESSEE agrees to comply fully with the Wyoming Environmental Quality Act, W.S. 35-11-101 et.seq., and that the obligation for reclamation to a condition acceptable under said act, and to the LESSOR for any land disturbance by the LESSEE, will be the sole responsibility of the LESSEE. LESSEE agrees to indemnify the LESSOR for any costs arising out of a default by the LESSEE under this paragraph.
10. It is expressly understood and agreed by and between the signatory parties hereto that no assignment of this lease shall be made by the LESSEE except with the consent and approval of the LESSOR.
11. It is expressly understood and agreed by and between the signatory parties, their successors or assigns that this lease is to be construed under the provisions of the laws of the State of Wyoming; and at the expiration of this lease by limitation, forfeiture or otherwise, the LESSEE agrees to remove all improvements from the land described herein without cost to the LESSOR.
12. It is further understood that this lease is issued subject to rescindment and termination at the option of LESSOR if the lease premises are offered for sale.



STATE OF WYOMING
Board of Land Commissioners



Director,
Office of State Lands & Investments

LESSEE: Prism Logistics, LLC
ADDRESS: 1474 Weller Dr. Casper, WY 82604
PRINT NAME: Kyle True
TITLE: Manager

Stips:

- 1 Standard Stipulation relating to discovery of historical, archeological, or paleontological deposits within the leased area.
- 117 Standard Stipulation relating to exploration and development activities within certain distances of streams and lakes.
- 136 Standard Stipulation relating to development and production within an area of concern for the spread of aquatic invasive species.

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
ROCK AND ASSORTED MINERALS LEASE
Sand, Gravel, Rock Crushed for Aggregate and Borrow Material

1. THIS LEASE, is entered into this 2nd day of June 2023 by and between the State of Wyoming, Board of Land Commissioners, as LESSOR, and Prism Logistics, LLC as LESSEE.
2. The LESSOR hereby grants unto LESSEE, its successors, or assigns, authority to explore for, extract, and remove sand, gravel, rock crushed for aggregate and borrow material from the following described land, to-wit:

480.00 acres T33N R80W S2 Sec 34

Natrona County, Wyoming

3. The term of this lease shall be two (2) years, commencing on the 2nd day of June 2023 and ending 1st day of June 2025.
4. In consideration for the grant of this lease, LESSEE agrees to pay the LESSOR royalties at the rate of Sixty Cents (\$0.60) per ton for all sand and gravel removed by LESSEE under the terms of this lease. LESSOR reserves the right to increase the royalty rate during the term of this lease.
5. LESSEE shall have the right to enter upon and use so much of the surface of lease premises as is necessary and incidental to the exploration, extraction, and removal performed by LESSEE under this lease, provided that the LESSEE shall fully protect the rights of all lessees under agricultural or grazing leases, which are in effect, or shall be hereafter granted by LESSOR, for the same land as is the subject of this lease. LESSEE further agrees to:
 - a. Fence the pit from which the sand and gravel is removed, erect and keep closed gates in all fences in which openings may be made, close and keep covered all holes or open cuts for the protection of stock grazing on the premises;
 - b. Avoid and prevent the contamination of any living water upon the land;
 - c. Fully indemnify any tenant, lessee, purchaser, or other person holding under the LESSOR, should LESSEE or any person holding from, by, or under the LESSEE destroy or injure any crop, building, or other property or improvement on lease premises, in a sum as may be mutually agreed upon by the parties, or if agreement is not reached, by the LESSOR;
 - d. Comply fully with the Wyoming Weed and Pest Act, W.S. 11-5-102 et.seq., in regard to control of noxious weeds.
 - e. Hold the LESSOR harmless from any responsibility for any and all claims for damages whatsoever which may be incurred by reason of the action of the LESSOR in the granting of this lease.
6. LESSEE will remit to the Office of State Lands and Investments, annual rental payment of One Dollar (\$1.00) per acre, such annual rental is creditable against the royalty due in the lease year, and as such, will be applied to the next annual rental due unless the annual royalty in any year does not equal the required annual rental amount.

LESSEE will remit to the Office of State Lands and Investments late rental payment penalty of 1.00 per acre after 30 days from renewal anniversary date.

LESSEE further covenants and agrees to submit monthly reports verified under oath showing the number of tons of sand and gravel removed during the one month period, which reports the LESSEE agrees to render and transmit to the Office of State Lands and Investments within thirty (30) days of the last day of the period covered. These reports are to be rendered whether or not there was any material removed from the land.

7. LESSEE further covenants and agrees that it will fully pay, when they fall due, all bills for machinery, lumber, timber and other materials, all wages for labor, and all other demands caused by its operations hereunder on said described land, so that no laborers' or other mechanics' liens, attachments, or liens of any character shall arise against said land.
8. It is expressly understood and agreed by and between the signatory parties, their successors or assigns, that if default shall be made in any of the covenants and agreements herein contained, to be kept and performed by LESSEE, its successors or assigns, the LESSOR shall serve notice in writing on the LESSEE, either by personal service or by registered mail of such default, and if the said LESSEE shall fail to perform the covenants and agreements of this lease so defaulted in within thirty days from the date said notice is served personally, or from the date said notice is mailed by registered mail, then the LESSOR may declare this lease canceled and re-enter into the premises

or any part thereof; and in case of default in and of any of the covenants or agreements herein contained, by the LESSEE, upon thirty days' notice by the LESSOR to the LESSEE that this lease has been declared canceled, the LESSEE hereby agrees to surrender the peaceful and uninterrupted possession of the premises to the LESSOR; and that neither the LESSEE nor its legal representatives, nor assigns will permit any loss, or permit or cause to be permitted any waste or destruction in, to or upon said premises or any part thereof, nor remove any improvements placed thereon without the consent of the LESSOR.

9. It is expressly understood and agreed by and between the signatory parties, their successors or assigns that the lease premises shall be maintained in a condition acceptable to the LESSOR at all time, in conformance with Chapter 25 of the Board of Land Commissioners Rules and Regulations, and further, the LESSEE agrees to comply fully with the Wyoming Environmental Quality Act, W.S. 35-11-101 et.seq., and that the obligation for reclamation to a condition acceptable under said act, and to the LESSOR for any land disturbance by the LESSEE, will be the sole responsibility of the LESSEE. LESSEE agrees to indemnify the LESSOR for any costs arising out of a default by the LESSEE under this paragraph.
10. It is expressly understood and agreed by and between the signatory parties hereto that no assignment of this lease shall be made by the LESSEE except with the consent and approval of the LESSOR.
11. It is expressly understood and agreed by and between the signatory parties, their successors or assigns that this lease is to be construed under the provisions of the laws of the State of Wyoming; and at the expiration of this lease by limitation, forfeiture or otherwise, the LESSEE agrees to remove all improvements from the land described herein without cost to the LESSOR.
12. It is further understood that this lease is issued subject to rescindment and termination at the option of LESSOR if the lease premises are offered for sale.



STATE OF WYOMING
Board of Land Commissioners



Director,
Office of State Lands & Investments

LESSEE: Prism Logistics, LLC
ADDRESS: 1474 Miller Drive Casper, WY 82604
PRINT NAME: Kyle True
TITLE: Manager

Stips:

1 Standard Stipulation relating to discovery of historical, archeological, or paleontological deposits within the leased area.

136 Standard Stipulation relating to development and production within an area of concern for the spread of aquatic invasive species.