

**EXCLUSIVE LISTING AGREEMENT**

**WITH**

**LUSK WYOMING PROPERTY, LLC, OWNER**

**AND**

**CORNERSTONE REAL ESTATE COMPANY, LLC**

**FOR**

**PROPERTY LOCATED AT  
105 W SEVENTH ST, LUSK, WYOMING**

## EXCLUSIVE LISTING AGREEMENT

This EXCLUSIVE LISTING AGREEMENT (“AGREEMENT”), is executed to be effective as of February 24, 2026, by and between Lusk Wyoming Property, LLC, an Idaho limited liability company (hereinafter “Owner”) and Cornerstone Real Estate Company, LLC (hereinafter “Agent”).

### RECITALS

A. Owner owns the real property described on Exhibit A attached hereto.

B. Owner desires to engage Agent as its exclusive agent and Agent desires to be Owner’s exclusive agent for listing the Property (defined below) on the terms herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### ARTICLE 1. PROPERTY

1.1 Property. Each property listed in Exhibit A, which may be amended from time to time, is hereinafter referred to as a “Property” and more than one Property is referred to as “Properties”. Exhibit A may be amended at any time during the continuance of this Agreement with the mutual written consent of Owner and Agent

### ARTICLE 2. TERM; TERMINATION

2.1 Initial Term. Duties and responsibilities under this Agreement shall begin upon full execution of this Agreement (the “Commencement Date”) and shall end on August 31, 2026, unless sooner terminated as provided herein (the actual date established for termination being the “Termination Date”). After August 31, 2026, this Agreement shall continue on a month-to-month basis until terminated by either party upon 30 days’ written notice.

2.2 Termination. Either party may terminate this Agreement without cause or recourse on thirty (30) days written notice to the other and such end date shall then be the Termination Date. In addition to the foregoing:

- (a) If Owner sells any of the Property to an unrelated third party, this Agreement shall terminate with respect to such Property as of the closing date of the sale.
- (b) If any Property is damaged or destroyed by fire or other casualty and Owner elects not to restore the Property, or if there shall be a condemnation or deed in lieu thereof, this Agreement shall terminate with respect to such Property upon thirty (30) days notice from Owner to Agent.

2.3 Effect of Termination. Upon termination of this Agreement for any reason, or upon termination with respect to any portion of the Property, Agent shall surrender any space in the Property occupied by Agent and shall remove any personal property of Agent. Agent and Owner shall account to each other for all matters outstanding with respect to this Agreement, or to such Property and Agent shall deliver to Owner, at the notice address below unless other written instructions from Owner are received, the following with respect to each applicable Property:

- (a) A final prospective buyer status report indicating all prospective buyers with which Agent is in negotiation with as of the Termination Date, including the nature of the negotiation and status of related documentation (the "Final Status Report"). The Final Status Report must be delivered to Owner within ten (10) days after Agent receives or gives notice of termination of this Agreement and may only include prospective buyers with whom Agent has previously had written communication about a specific location within the Property and specifying proposed rent and term for such space. If Owner disputes Agent's involvement as of the Termination Date with any prospective buyer listed on such report, Owner shall notify Agent within thirty (30) business days of receipt of the Final Status Report. Owner and Agent agree to use good faith efforts to resolve any such dispute.

The termination of this Agreement under the provisions of this Article 2 shall not affect the rights of either party with respect to any damages it has suffered as a result of any breach of this Agreement, nor shall it affect the rights or obligations of either party with respect to liability or claims accrued, or arising out of events occurring, prior to the Termination Date, all of which shall survive such termination. Except as specifically provided herein to the contrary, each party hereto shall be released from all obligations and liabilities that otherwise would have arisen after the Termination Date.

2.4 Pending Matters. In addition to all amounts payable to Agent during the term of this Agreement, Owner shall pay Agent commissions to be calculated and paid as provided in Section 5.2 and Exhibit A, with respect to any new agreements, executed and delivered by Owner and the applicable buyer within 90 days following the Termination Date, provided that such buyer and the relevant transaction is included on the Final Status Report and has not been disputed by Owner as provided in Section 2.3(a) above. Agent agrees that if requested by Owner, Agent shall assist Owner in negotiating any transaction included on the Final Status Report for a period of up to 90 days following the Termination Date. Owner shall have the right to deduct from any payments due Agent any and all disputed amounts claimed due from Owner to Agent. Owner shall promptly pay any amounts due to Agent immediately upon resolution of any such dispute.

### ARTICLE 3. APPOINTMENT

3.1 Appointment. Subject to the terms of this Agreement, Owner hereby appoints Agent as the exclusive Agent for marketing the Property and hereby authorizes Agent to exercise as such powers with respect to the Property as are provided herein and as may be necessary or advisable in Agent's reasonable discretion for the performance of Agent's duties hereunder. Agent hereby accepts such appointment on the terms and conditions hereinafter set forth. Agent represents that it is a licensed real estate broker in the State in which the Property is located. Agent shall have no right or authority, express or implied, to commit or otherwise obligate Owner or to

encumber the Property in any manner whatsoever. Any press releases, publicity statements or promotional materials regarding the agency relationship established by this Agreement shall be first approved by Owner.

#### **ARTICLE 4. AGENT'S RESPONSIBILITIES**

4.1 Marketing Management. Agent, on behalf of Owner, shall implement, or cause to be implemented, the decisions of Owner and shall conduct the ordinary and usual marketing affairs of Owner for the Property as provided in this Agreement. Agent shall use reasonable efforts to conform to all policies and programs established from time to time by Owner furnished in writing to Agent and the scope of Agent's authority shall be expressly limited in accordance with said policies. Agent shall act in a commercially responsible capacity and shall deal at arms length with all third parties and Agent shall serve Owner's interests at all times. This does not prohibit Agent from representing both Owner and a prospective buyer in a dual limited agency.

4.1 Employees, Independent Contractor. Agent shall at all times have in its employ or contract for sufficient personnel to enable it to properly, adequately, safely and economically market the Property. All matters pertaining to the selection, direction, employment, supervision, compensation, promotion and discharge of such personnel are the sole responsibility of Agent or Agent's subcontractor, as the case may be, which shall be in all respects the employer of such personnel. Agent shall have total responsibility for and shall fully comply with all applicable laws and regulations having to do with workers' compensation, social security, unemployment insurance, hours of labor, wages, working conditions, and other employer-employee related subjects. This Agreement as it relates to Agent's personnel arrangements is not one of agency by Agent for Owner but one with Agent engaged independently in the business of employing individuals on its own behalf as an independent contractor and Owner shall have no liability with respect to such employees.

4.2 Schedule of Personnel. N/A

4.3 Compliance with Laws, Agreements, etc. Owner shall be responsible for full compliance with all applicable federal, state, and municipal laws, ordinances, regulations and orders relating to the use, operation, repair and maintenance of each Property and with the rules, regulations or orders of the local Board of Fire Underwriters or other similar body, if any ("Legal Requirements").

4.4 Delegation. If approved by Owner, Agent shall have the right, from time to time, to delegate the performance of all or any portion of its services, duties and obligations under this Agreement to any affiliate of Agent. In such event, Agent shall nevertheless remain liable to Owner for the proper performance of such services, duties and obligations as required by this Agreement.

4.5 Excluded Services. Notwithstanding anything to the contrary contained herein, the parties acknowledge that it is not within the contemplation of this Agreement or the fee structure included herein that Agent perform any services with respect to the following: any substantial efforts in connection with "due diligence" or similar efforts relating to any financing, refinancing,

sale or disposition of the premises; zoning or site plan modifications for the Property; performing or supervising any extensive alteration or renovation to the Property; site acquisitions of additional ground for the expansion of the Property or development of additional retail or office facilities; reconstruction relating to any proposed or implemented expansion of the Property or work generally classified as "development" work in connection with the same; construction management services; or development services; renewals or renegotiation of existing leases or other existing agreements if such involves substantial changes from existing lease documents (including, without limitation, negotiation of new leases, renewal leases, operating covenants, renovation provisions, expansion rights, and like matters); or replacement of department store tenancies. If Agent proposes to perform such work or if the Owner requests Agent to perform any of the foregoing, prior to undertaking the performance thereof, Agent shall submit to the Owner for its approval a written proposal indicating the nature, extent and cost thereof, including Agent's fee and payment provisions thereof for so performing such work and upon acceptance of such proposal the Owner shall pay Agent in accordance therewith. In no event shall Owner be obligated to pay Agent for any of the above listed services unless Owner agreed, in writing, to the scope of the services rendered and the fees and costs, therefor.

4.6 Confidentiality. Except such information as is typically disclosed to prospective buyers in the normal course of transaction proceedings or such information as Owner has agreed, in writing and in advance, that Agent may disclose, Agent shall keep confidential any and all information about the Property. Agent may post basic comparable property information for agent and appraisal uses.

#### **ARTICLE 5. BROKER RESPONSIBILITIES AND FEES**

5.1 Sales. Owner hereby designates Agent as its exclusive Agent to sell the Property as provided in Exhibit A. During the term of this Agreement, Agent agrees to diligently investigate and develop such offers or inquiries, to canvas, solicit and otherwise employ its best efforts and services to market the Property. Agent shall make every reasonable effort to obtain and keep records of prospective buyers in a manner reasonably acceptable to Owner, consistent with an approved marketing plan and budget (the "Guidelines") to be presented by Agent to Owner for Owner's approval for each year during the term of this Agreement. Agent shall, when appropriate, procure financial information from prospective buyers, investigate such references, and use its best judgment in the selection of prospective buyers toward fulfillment of the Guidelines. Agent shall negotiate all the basic deal points with prospective buyers and shall submit to Owner a letter of intent or similar document outlining the business terms of any proposed sale (the "LOI"), for Owner's review and approval.

5.2 Commissions. In consideration of Agent's procurement and negotiation of sales agreements for the Property, Owner shall pay the "Commissions" in the amount set forth on Exhibit A attached hereto. The execution by Owner of any and all proposed agreements is in Owner's sole and absolute discretion and in no event shall any commission be due or payable on any agreement that Owner, in its sole and absolute discretion, elects not to execute. If payment of any Commission is pending at the time of termination of this Agreement, for whatever reason other than a default by Agent, such Commission shall be due and payable to Agent by Owner in full within ninety (90) days after the Termination Date after first deducting therefrom any amounts

under dispute. Agent and Owner agree that Agent shall not pursue negotiations with prospective buyers hereinafter referred to as "Excluded Party" listed on Exhibit B attached hereto. If Agent is asked by Owner to enter into negotiation with any of the Excluded Party, Owner shall pay to Agent Commissions as set forth on Exhibit A attached hereto.

5.3 Execution of Documents. All purchase and sale agreements are to be prepared by Owner's in-house legal counsel or otherwise as directed by Owner in accordance with an approved LOI.

5.4 Brokers. Agent is hereby authorized to cooperate with buyer brokers, but shall not engage the services of a broker to represent Owner's interests without Owner's prior written approval. Agent shall be paid a commission on sales involving a cooperating broker on the terms and at the rates as provided on Exhibit A hereof, and Agent shall be responsible for paying the cooperating broker's commission, unless otherwise agreed with Owner before Owner executes the LOI.

5.5 Advertising. Agent shall cause plans and promotional material to be prepared to promote sale of the property. Such plans or material shall only be prepared if approved in advance in writing by Owner.

#### ARTICLE 6. ADDITIONAL SERVICES

6.1 Additional Services by Agent. If Owner requests Agent's active participation in additional services beyond the scope of this Agreement, Agent shall be separately compensated for any additional services in accordance with a separate written compensation agreement relative to such additional services.

#### ARTICLE 7. PAYMENT OF EXPENSES

7.1 Intentionally Deleted.

7.2 Non-reimbursable Costs. The following expenses or costs incurred by or on behalf of Agent in connection with the marketing of any particular Property shall, without limitation, be at the sole cost and expense of Agent and shall not be reimbursed by Owner:

- (a) Cost of gross salary and wages, payroll taxes, insurance, workmen's compensation, and other benefits of Agent's personnel (unless otherwise provided in an approved marketing plan and budget).
- (b) Cost attributable to losses arising from negligence, gross negligence, intentionally harmful acts or omissions, criminal acts or fraud on the part of Agent, its agents or employees or any other act or omission by Agent, its agents or employees for any purpose other than the benefit of Owner under this Agreement.
- (c) Cost of insurance purchased by Agent for its own account.

**ARTICLE 8. HANDLING OF CLAIMS**

8.1 Handling of Claims. Should any claim, demand, suit or any other legal proceedings be made or instituted by any person against Owner, which arises out of any of the matters relating to this Agreement or out of any matters relating to Agent's other obligations to Owner or to third parties, Agent shall give Owner, upon Owner's request, all pertinent information and reasonable information in the defense or other disposition thereof. Agent shall notify Owner within a reasonable period of time of any fire, material accident or other casualty, condemnation proceedings, rezoning or other governmental order, lawsuit or threat thereof involving the Property, violations relative to the leasing, use, repair and maintenance of the Property under governmental laws, rules, regulations, ordinances or like provisions. Agent will not bear responsibility for noncompliance unless such noncompliance is due to the willful act or gross negligence of Agent or its employees and Agent shall be entitled to receive from Owner reasonable fees and the expenses incurred by off-site staff in connection with any such cooperation or incurred in assisting Owner following the expiration or termination of this Agreement. Owner shall similarly cooperate with Agent if any claim, demand, suit or other legal proceedings is made or instituted by any person against Agent which arises out of any of the matters relating to this Agreement.

Owner shall direct any person engaged by Owner as property manager for the Property to cooperate with Agent to facilitate the performance of Agent's services hereunder and Agent shall direct its agents or employees to cooperate with any person engaged by Owner as property manager for the Property to facilitate the performance of such person's responsibilities as manager.

**ARTICLE 9. Intentionally omitted**

**ARTICLE 10. NOTICES**

10.1 Notices. All notices, demands, consents and reports provided for in this Agreement shall be in writing and shall be given to the Owner or Agent at the address set forth below or at such other address as they individually may specify thereafter in writing:

OWNER:                   Lusk Wyoming Property, LLC  
                                  Attention: Eric Isom  
                                  1568 E. 17<sup>TH</sup> Street  
                                  Idaho Falls, ID 83404

With copies to:       Lusk Wyoming Property, LLC  
                                  Attention: General Counsel  
                                  1568 E. 17<sup>th</sup> Street  
                                  Idaho Falls, ID 83404

AGENT:                   Cornerstone Real Estate Company, LLC  
                                  4000 S Poplar St.

Casper, WY 82601

Such notice or other communication may be mailed by United States registered or certified mail, return receipt requested, postage prepaid and may be deposited in a United States Post Office or a depository for the receipt of mail regularly maintained by the Post Office. Such notices, demands, consents and reports may also be delivered by nationally recognized overnight courier service. For purposes of this Agreement, notices will be deemed to have been given upon receipt whether given by personal delivery, overnight courier service or the United States mail as provided above. The above required copies are for courtesy only. If proper notice has been given to either Owner or Agent as required above, then the failure of delivery of any or all copies of such notice shall not affect the validity of the notice delivered to Owner or Agent.

#### **ARTICLE 11. OWNER EXCULPATION**

11.1 Notwithstanding anything in this Agreement to the contrary, Agent shall look solely to the estate of Owner in the Property subject to prior rights of any mortgagee or trustee thereto, for the collection of any judgment (or other judicial process requiring the payment of money by Owner if Owner defaults or breaches any of the terms, covenants and conditions of this Agreement) and no other assets of Owner shall be subject to levy, execution or other procedures for the satisfaction of Agent's remedies. In no event shall Owner be liable for or obligated to Agent for any indirect or consequential damages.

#### **ARTICLE 12. GENERAL PROVISIONS**

12.1 No Assignment. This Agreement and all rights hereunder shall not be assignable by either party hereto (except as may be required by a surety company in a matter of subrogation and to any party holding a first mortgage lien on a Property), except that either party may assign this Agreement to any affiliate or any entity resulting from a merger or consolidation with such party. Owner may assign this Agreement in conjunction with the sale of the Property.

12.2 Consents and Approvals. Owner's consents or approvals may be given only by representatives of Owner designated in writing by Owner. All such consents or approvals shall also be in writing.

12.3 Pronouns. The pronouns used in this Agreement referring to the Owner and Agent shall be understood and construed to apply whether the Owner or Agent is an individual, co-partnership, corporation or an individual or individuals doing business under a firm or trade name.

12.4 Amendments. Except as otherwise herein provided, any and all amendments, additions or deletions to this Agreement shall be null and void unless approved by each of the parties in writing.

12.5 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

12.6 Complete Agreement. This Agreement and Exhibits A, B and C attached hereto and by this reference made a part hereof, constitute the entire Agreement between the parties with respect to the activities noted herein and supersedes and takes the place of any and all previous management and leasing agreements entered into between the parties hereto relating to the Properties covered by this Agreement.

12.7 Survival. The provisions contained in Articles 2, 4, 5, 6, 7, 8, 10, 11 and 12 of this Agreement which by their express provisions survive the termination of this Agreement, and only such express provisions, shall survive the expiration or termination of the term of this Agreement. Except as specifically provided herein to the contrary, each party hereto shall be released from all obligations and liabilities arising or accruing after the Termination Date.

12.8 Payments. Any payment due from one party to the other under this Agreement shall be due and payable thirty (30) days following demand therefore, and failure to make such payments shall constitute a default under this Agreement. Delinquent payments hereunder shall earn interest at the rate of one (1) percent per month from the date due until paid.

12.9 Compliance. Agent warrants and represents that it is qualified to act as Agent in the state in which the Property is located and is in compliance with all controlling governmental requirements.

12.10 Construction. This Agreement shall be construed under the laws of the state in which the Property (or the Property at issue) is located.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the date and year first above written.

**OWNER:**

LUSK WYOMING PROPERTY, LLC

By:  3-11-24  
Eric M. Isom, Chief Real Estate Officer

**AGENT:**

CORNERSTONE REAL ESTATE COMPANY, LLC

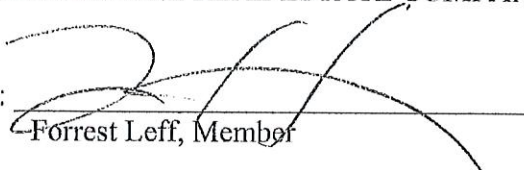
By:   
Forrest Leff, Member

EXHIBIT A

PROPERTY DESCRIPTION AND AGENT'S COMPENSATION

I. PROPERTY DESCRIPTION:

Lots 6 and 7 in Block 35 of the Subdivision entitled "BLOCKS 25 TO 40 INCLUSIVE" to the Town of Lusk, Niobrara County, Wyoming.

Listing Price: \$50,000

II. AGENT'S COMPENSATION:

**Sale Rate:**

Commission on a sale will be 20% of the Gross Sale Price. Any compensation payable to a cooperating broker or buyer's agent shall be paid from, and not in addition to, this commission.