

HAWKS & ASSOCIATES, LC

ATTORNEYS AT LAW

April 13, 2020

VIA EMAIL AND US MAIL

John Sloan, President
Trial Lawyers College
1623 Central Avenue
Cheyenne, WY 82001

RE: NOTICE OF TERMINATION OF LEASE AGREEMENT AND CEASE AND DESIST

Dear John:

In my capacity as counsel to Gerry and in my capacity as a member of the board of directors of the Spence Foundation, I am writing to put Trial Lawyers College on notice that they are in default of Section 19 of the September 1, 2005 Lease Agreement between the Spence Foundation and them. Section 19 states as follows:

“Additionally, LANDLORD may terminate this lease up on upon thirty (30) days written notice if TENANT, in LANDLORD’s **sole and absolute discretion** after input from the Tenant, fails to operate the Trial Lawyers College in accordance with the Mission Statement.” (*emphasis added*).

As you have been made aware for some time, Gerry has raised significant and material concerns about the College’s compliance with the Mission Statement. Because the Board of Directors has not addressed Gerry’s concerns to his satisfaction, this letter constitutes formal notice of termination of the Lease Agreement. Accordingly, the College has thirty (30) days to vacate the Leased Premises.

Additionally, the College is hereby directed to cease and desist from using the names “Gerry Spence”, “Spence” and “Thunderhead Ranch” in connection with its operations. This includes the Thunderhead Ranch brand which Gerry owns. Accordingly, the College is directed to immediately remove all photos, videos and references (whether in digital or print media) of and to Gerry from the College’s website, social media sites, alumni sites, course materials, marketing materials, promotional materials and all other digital and print media using Gerry’s name and likeness to promote the College. For avoidance of doubt, the College may not use Gerry’s name or likeness in any way shape or form in connection with any of its operations.

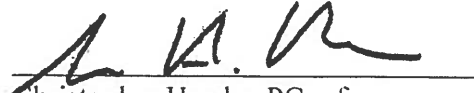
I believe you are well aware of Gerry’s expectations of what it will take for the College to operate in compliance with the Mission Statement and am sorry you were not able to accomplish his objectives with your Board. This is obviously not the result Gerry wanted but the College left him with no choice.

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Very truly yours,

A handwritten signature in black ink, appearing to read "C. Hawks", is written over a horizontal line.

Christopher Hawks, PC. of
Hawks & Associates, LC

cc: Gerry L. Spence