TO: Honorable Mayor Bob LeGare and Esteemed Members of City Council

THROUGH: James M. Twombly, City Manager
Nancy Freed, Deputy City Manager
Daniel Brozman, City Attorney
Christine McKenney, Interim Client Group Manager

FROM: Cindy Colip, Interim Director of Public Works
Hector Reynoso, Real Property Services Manager

DATE: November 4, 2019

SUBJECT: Oil, Gas & Mineral Lease

BACKGROUND

The City of Aurora (City), as an owner of mineral rights, has the right to extract minerals by drilling or by leasing mineral rights to a drilling company. Leasing involves negotiating terms for such things as bonus payments, production royalties, surface use (or non-use) and restoration. A bonus payment is a one-time payment based on a certain dollar amount per net mineral acre (“NMA”) which is paid upon signing a lease. Production royalties are dependent upon production, less expenses for production.

The area in which an oil company wants to drill is called a Unit, or Pool. Pooling is the consolidation and combining of leased land within adjoining leased tracts. It is used to assist in preventing waste due to the drilling of unnecessary wells. Oil, gas or other minerals extracted from the pooled area are treated as if they come from the same well.

Force pooling, also known as Statutory Pooling, occurs when a non-consenting mineral rights owner is forced into a lease by the Colorado Oil & Gas Conversation (COGCC). Terms of Statutory Pooling are dictated by COGCC Rule 530 and C.R.S. 34-60-116, and include penalties such as:

1. Inability to negotiate surface-use;
2. Bonus payment may not be included;
3. A royalty is paid but penalties are deducted for reimbursement to consenting owners who pay for the drilling and operation of a well.

The City may be force pooled if an amicable agreement is not reached.
Proposed Mineral Lease

The City owns 100% of the mineral rights to a total of approximately 35.988 acres of land in those Tracts identified on Exhibit A. City Staff solicited highest and best offers (“H&B”) from (1) Aspired Energy, (2) Ferrari, (3) Regal Petroleum, (4) Congress Energy, (5) Conoco Phillips, (6) Extraction, (7) Great Western, (8) Colorado Oil and Gas Association. Attached as Exhibit B is a table detailing every offer received and the table below details staff’s recommendation regarding H&B:

<table>
<thead>
<tr>
<th>Company</th>
<th>DESCRIPTION OF LAND</th>
<th>SECTION</th>
<th>TOWNSHIP</th>
<th>RANGE</th>
<th>NMA</th>
<th>ROYALTY %</th>
<th>BONUS PAYMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aspired Energy</td>
<td>See Exhibit A</td>
<td>See Exhibit A</td>
<td>See Exhibit A</td>
<td>See Exhibit A</td>
<td>35,988</td>
<td>20.00%</td>
<td>$3,000.00 per NMA</td>
</tr>
</tbody>
</table>

Aspired Energy, Inc. is requesting a lease of the City’s mineral rights to these areas. This lease does NOT include surface-use of land. A separate agreement would be required for uses such as storage, structures, or other surface facilities. A provision which prohibits surface use for a drill site, and any other surface activity, is included in Paragraph 18A.

Minerals are located several thousands of feet underground. Aspired Energy, Inc., has been approved for a well drilling permit through the COGCC and Adams County.

Lease Terms negotiated as follows:
- Bonus payment of $3,000.00 per NMA
- Twenty-percent (20.00%) Landowner Royalty
- Five (5) year primary term with no option to renew if operations are not commenced within the primary term

Location of Drill Rig

The subject lease is for mineral rights only, not surface-use. Any proposed drill site will be located at a different location. A permit has been approved by the COGCC and Adams County. Geologists and geophysicists decide upon the best location for mineral extraction. Once a location is determined, the COGCC will identify it on their maps that are accessible online. If the site is within City limits, a site plan will have to be prepared and approved through the City’s Planning Department.

Question for Council: Does City Council support the above mentioned mineral lease and terms negotiated with Aspired Energy, Inc.?

Attachments:
- Exhibit A – Leased Lands
- Exhibit B – Bid tabulation table
- Paid-up Oil, Gas & Mineral Lease
<table>
<thead>
<tr>
<th>No.</th>
<th>Parcel Description</th>
<th>SECTION</th>
<th>TOWNSHIP</th>
<th>RANGE</th>
<th>ACRES</th>
<th>NMA</th>
<th>BONUS PAYMENT PER NMA</th>
<th>Royalty Term</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>E. 42' of W. 72' of W/2 desc. by M/B in Rec. 20060417000386390</td>
<td>13</td>
<td>3</td>
<td>66</td>
<td>5.110656</td>
<td>3,000.00</td>
<td>$20%</td>
<td>5 Years</td>
<td>N/A</td>
</tr>
<tr>
<td>2</td>
<td>Part in SESW desc. by M/B in Rec. 20060417000386390</td>
<td>13</td>
<td>3</td>
<td>66</td>
<td>0.513177</td>
<td>3,000.00</td>
<td>$20%</td>
<td>5 Years</td>
<td>N/A</td>
</tr>
<tr>
<td>3</td>
<td>North 30 feet of W/2NE/4</td>
<td>18</td>
<td>3</td>
<td>65</td>
<td>0.9105</td>
<td>3,000.00</td>
<td>$20%</td>
<td>5 Years</td>
<td>N/A</td>
</tr>
<tr>
<td>4</td>
<td>East 72 feet of E/2NE/4</td>
<td>18</td>
<td>3</td>
<td>65</td>
<td>4.3915</td>
<td>3,000.00</td>
<td>$20%</td>
<td>5 Years</td>
<td>N/A</td>
</tr>
<tr>
<td>5</td>
<td>Tract C of High Point at DIA Filing No. 2</td>
<td></td>
<td>3</td>
<td>66</td>
<td>14.489</td>
<td>3,000.00</td>
<td>$20%</td>
<td>5 Years</td>
<td>N/A</td>
</tr>
<tr>
<td>6</td>
<td>S. 1516.08' of E. 42' of W. 72' of SE/4 (Rec. 20060614000605500)</td>
<td>3</td>
<td>3</td>
<td>66</td>
<td>1.613</td>
<td>3,000.00</td>
<td>$20%</td>
<td>5 Years</td>
<td>N/A</td>
</tr>
<tr>
<td>7</td>
<td>Pt. 794.45' of E. 42' of W. 72' of E/2 (Rec. 2010000087039)</td>
<td>3</td>
<td>3</td>
<td>66</td>
<td>1.859</td>
<td>3,000.00</td>
<td>$20%</td>
<td>5 Years</td>
<td>N/A</td>
</tr>
<tr>
<td>8</td>
<td>N. 42' of S. 72' of SE/4 desc. by M/B in Rec. 20051215001372640</td>
<td>3</td>
<td>3</td>
<td>66</td>
<td>2.088</td>
<td>3,000.00</td>
<td>$20%</td>
<td>5 Years</td>
<td>N/A</td>
</tr>
<tr>
<td>9</td>
<td>Parcel 1 further described by M/B in Rec. 2015000108470</td>
<td>3</td>
<td>3</td>
<td>66</td>
<td>4.265</td>
<td>3,000.00</td>
<td>$20%</td>
<td>5 Years</td>
<td>N/A</td>
</tr>
<tr>
<td>10</td>
<td>Parcel 2 further desc. by M/B in Rec. 2015000108470</td>
<td>2</td>
<td>3</td>
<td>66</td>
<td>0.749</td>
<td>3,000.00</td>
<td>$20%</td>
<td>5 Years</td>
<td>N/A</td>
</tr>
</tbody>
</table>
PAID-UP OIL, GAS & MINERAL LEASE

THIS LEASE AGREEMENT is made effective the day of , 2019, between City of Aurora, Colorado, a municipal corporation, as Lessor (whether one or more), whose address is 15151 East Alameda Parkway, 3rd Floor, Aurora, Colorado 80012, and Aspired Energy, Inc., as Lessee, whose address is 1260 Broadway, Suite 105, Denver, CO 80203.

1. Description. Lessor, in consideration of Three Thousand Dollars ($3,000.00) per net mineral acre, in hand paid, the royalties herein provided and the covenants herein contained, hereby grants, leases and lets exclusively to Lessee, for the purpose of exploring for, geophysically or by other means (whether known or not), developing, producing and marketing oil and gas of any kind or nature, along with all hydrocarbon and nonhydrocarbon substances, whether liquid or gaseous, produced in association therewith including Sulphur, helium, carbon dioxide, nitrogen and other commercial gases as well as underground brines, and produces produced or held in connection with the leasing or remising or more marketable or more valuable the covered minerals, including without limitation laying pipelines for gathering and/or transportation and construction of treating, separating, dehydration, processing or other facilities and grants the right to inject water or other produced liquids, including salt water, or gases into non freshwater bearing formation, under any of the leased premises, the following described land together with any reversionary rights, riparian rights and after acquired interest therein (the "leased premises") in Adams County, Colorado, to wit:

Township 3 South, Range 66 West of the 6th P.M.

Section 18: See Exhibit "A" attached hereto and incorporated herein by this reference

Township 3 South, Range 66 West of the 6th P.M.

Section 2: See Exhibit "A" attached hereto and incorporated herein by this reference

Section 3: See Exhibit "A" attached hereto and incorporated herein by this reference

Section 13: See Exhibit "A" attached hereto and incorporated herein by this reference

This lease also covers all property acquired by prescription, accretions and any small strips or parcels of land now or hereafter acquired or claimed by Lessor which are contiguous or adjacent to the leased premises whether or not such parcels are known to exist by Lessor or Lessee, and for the aforementioned consideration, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, said land shall be deemed to be comprised of 35.58847 acres, whether it actually comprises more or less.

2. Term of Lease. This lease shall be in force for a primary term of five (5) years from the effective date of this lease. After the primary term, either as covered minerals are being produced from the leased premises or from lands pooled, utilized or otherwise combined therewith; or (b) Operations, as hereinafter defined, are being conducted upon the leased premises or from lands pooled, utilized or otherwise combined therewith with no cessation of more than ninety (90) consecutive days; or (c) this lease is otherwise maintained in effect pursuant to the provisions hereof. This lease is a "paid-up" lease requiring no rentals be paid to Lessor. Further, no shut-in royalty payments are required during the primary term.

3. Royalty Payments. Royalties on covered minerals produced and saved from the leased premises and used of the leased premises or lands pooled or utilized therewith or sold (whether to an affiliated or non-affiliated purchaser), shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons, the royalty shall be one half (1/2th) of the market value at the mouth of the well of such production. (b) For natural gas of any nature or kind (including casinghead gas) and all other covered minerals (including liquid hydrocarbons) suspended in gas that are not separated at the primary separation facilities, the royalty shall be one half (1/2th) of the market value at the mouth of the well of such production. (c) In calculating royalties on all production hereunder, Lessor may deduct Lessor's proportionate part of any taxes such as ad valorem, production, severance and other similar taxes as well as any other expenses incurred on production currently or at any point in the future. A proportionate shall be calculated on the basis of all costs incurred by the Lessor in gathering, treating dehydrating, compressing, processing, transporting or delivering such production, and any other costs of marketing or rendering marketable or more valuable the covered minerals, whether on the leased premises or off the leased premises may also be deducted in calculating royalties payable hereunder. (d) If, at expiration of the primary term or at any time or times thereafter, there is any well on the leased premises or on lands pooled or utilized therewith, capable of producing covered minerals, and all such leases shall remain in force as hereinafter defined, containing all or part of the land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessor and Lessee agrees to use reasonable diligence to produce, utilize, or market the covered minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilitates and ordinary lease facilities, flowlines, separator, and lease tank, and shall not be required to market such covered minerals upon terms unacceptable to Lessor. Any payment hereunder may be made by check or draft of Lessor deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Lessee's failure to pay and/or properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease. Nothing herein shall impair Lessee's right to release any portion of the leased premises as provided in paragraph 11 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each. Lessee shall have free use of oil, gas, water and other substances produced from said land, except water from Lessor's wells or ponds for all Operations hereunder, and Lessor's royalty shall be computed after deducting any produced oil or gas so used.

4. Operations. Whenever used in this lease, the word "Operations" (unless specified to the contrary) shall mean preparation for and any of the following: dirt work, building of roads and locations, drilling, testing, completing, reworking, recompleting, deepening, plugging back, abandoning, repairing, perforating, fracturing or any device or any work or operations in connection therewith, increase or restore and/or market or render marketable or more valuable production or oil, gas, Sulphur or other covered minerals, and/or production, actual or constructive, of oil, gas, Sulphur or other covered minerals. All Operations conducted off the leased premises that are intended to result in production from the leased premises or lands pooled or utilized therewith shall be considered Operations conducted on the leased premises from purposes of extending and/or maintaining this lease in effect under any other paragraph or provision hereof.

5. Pooling. Lessee shall have the continuous and recurring right, but not the obligation, to pool or otherwise combine all or any part of the leased premises or interest therein with any other lands, leases or interest, as a whole or in part or any combination or subcombination, increase or restore and/or market or render marketable or more valuable production or oil, gas, Sulphur or other covered minerals, and/or production, actual or constructive, of oil, gas, Sulphur or other covered minerals. All Operations conducted off the leased premises that are intended to result in production from the leased premises or lands pooled or utilized therewith shall be considered Operations conducted on the leased premises from purposes of extending and/or maintaining this lease in effect under any other paragraph or provision hereof. A pooled unit formed by such
pooling for an oil well which is not a horizontal completion shall not exceed eighty (80) acres plus a maximum acreage tolerance of ten percent (10%), and for an oil well which is a horizontal completion or a gas well shall not exceed twelve hundred and fifty-nine (1,259) acres plus a maximum acreage tolerance of five percent (5%). A smaller acreage may be formed for an oil well or a gas well, whether or not horizontally completed, in order to conform to any well spacing or density pattern permitted by any governmental authority having jurisdiction over such matters. Irrespective of the provisions of Section 2(b), a pool or combination of pools shall not be formed by any reduction (1) of the number of acres of land comprising any pool or combine land covered by this lease or any portions thereof, as above provided as to oil in any one or more strata and as to gas in any one or more strata. Units formed by pooling as to any strata or strata need not conform in size or shape to any governmental unit to which it is subject or to any governmental authority having jurisdiction over such matters.

6. Utilization. Lessee shall have the continuing and recurring right, but not the obligation, to utilize all or any part of the leased premises or interest therein with any other lands, leases or interests, as to any or all depths or zones, and as to any or all covered minerals, either before or after the commencement of production, so as to constitute a unit or units whether in Leeser's sole judgment such utilization is required to be proved wholly or in part or which, if exercised, will encourage the conservation of oil and gas by any cooperative or unit plan of development or operation or by a cycling, pressure-maintenance, repressurizing or secondary recovery program.

Any such unit formed shall comply with the local, State and Federal laws and with the rules, regulations, and requirements of any governmental authority having jurisdiction. The size of any such unit may be increased by including additional lands or acres or additional strata or zones or additional zones, or by excluding any lands or strata or zones thereof of which do not join the unit, but any such change resulting in an increase or decrease of Lessor's royalty shall not be retroactive. Any such unit may be subdivided, enlarged or diminished and in the absence of production from the unit area, may be increased or decreased by filing an instrument so describing the lands which includes all or any part of the leased premises, regardless of whether such Operation were commenced before or after the execution of this lease or the instrument declaring the unit, shall be treated for all purposes as if they were Operations commenced before the execution of this lease or the instrument declaring the unit, and shall be deemed to include production from or Operations on any portion of such unit, provided that if after creation of a unit a well is abandoned and the unit area (other than the leased premises) which is not classified as the type of well for which the unit was created (oil, gas or other covered minerals as the case may be), such well shall be considered a dry hole for purposes of applying the provisions of this lease set forth in paragraph 2(b) hereof. Lessee shall allocate to the portion of the leased premises included in any such unit a fractional part of production from such unit on any one of the following basis: (a) the ratio between the participating acreage in the leased premises in such units and the total of all participating acreage in the unit, or (b) the ratio between the estimated quantity of recoverable reserves underlying the leased premises in such unit and the estimated total of recoverable underlying all lands within such unit; or, (c) any other ratio approved by State or Federal authorities having jurisdiction over such matters. Lesser shall be entitled to the royalties provided under this lease on the part of the unit production so allocated to that part of the leased premises included in such unit and no more.

7. Ancillary Rights. The rights granted to Lessee hereunder shall include the right of ingress and egress on the leased premises or any part thereof and of drainage therefrom, along with the right to operate, erect, maintain and operate any drainage ditches, wells, pipelines, trucks, etc., for any purpose, and to operate for exploring, developing, producing and marketing oil and Gas Substances, including but not limited to geophysical operations, the drilling of wells, and the Lessee to explore, discover, produce, store and transport oil and gas and all other materials, products or compounds related to oil and gas production, and are hereby authorized to operate and use the leased premises for gathering, treating, compression and water disposal. Lessee may use in such operations, free of cost, any oil, gas, and/or other substances produced or produced from the leased premises, except water. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the Lessee is hereby granted herein shall apply (a) to the entire leased premises, notwithstanding any partial release or other partial termination of this lease, and (b) to any other lands pooled or utilized therewith. Wherever requested by Lessee in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 300 feet from any house or barn now or hereafter built on the leased premises or other lands of Lessor used by Lessee hereunder, without Lessee's consent, and Lessee shall be entitled to receive such damages and compensation as may be prescribed by law for damage to such other lands, and to Lessor or Lessor's tenants for damage to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixture, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.
8. Ownership Changes. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area or by depth and zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership of the Deeded Rights shall be subject to the prior approval of Lessee. No change of title or interests in ownership shall be binding on Lessee until sixty (60) days after Lessor has been furnished with notice consisting of the original or certified or duly authenticated copies of the record documents establishing a complete chain of record title from Lessor to the lessee. The death of Lessor shall not entitle Lessee to any interest hereunder. Lessor may pay or tender such shut-in royalties to the credit of decedent or decedent’s estate. If at any time two (2) or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons. Lessor or the successors or assigns of Lessor, or any person acquiring an interest in Lessor, may assign, devise, transfer or otherwise transfer in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferee's interest shall not affect the lessee's obligations with respect to any interest not transferred. If Lessor transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Warranty of Title. Lessor has not made and does not make and specifically disclaims any representations, warranties, promises or agreements of any kind, express or implied, concerning the leased premises or whether the Lessor owns the mineral rights or the covered minerals on the leased premises. Lessee, at its option, may pay or discharge any tax, mortgage or lien existing, levied or assessed against the leased premises and, in the event that it does so, Lessor shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor’s title, Lessee may suspend the payment of royalties or shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

10. Payment Reductions. If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment shall be made to Lessee in accordance with the terms of this lease for that portion of the leased premises in which Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

11. Release of Lease. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the leased premises or any depths or zones Lessee thenholdsthereafter shall be relieved of all obligations with respect to the lease in the leased premises. To the extent any royalty or other payment attributable to the mineral interest covered by this lease is to be paid to Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

12. Regulation or Delay. Lessee’s obligation under the lease, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells. Notwithstanding any other part of this lease, when Operations are prevented or delayed by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee’s control (commonly referred to as “force majeure”), this lease is not to be terminated because of such prevention or delay and, at Lessee’s option, the period of such prevention or delay shall be added to the term hereof or any period for performance of Lessee’s rights or obligations hereunder. Lessee shall not be liable for breach of any terms of this lease when Operations are so prevented or delayed or interrupted.

13. Breach or Default. An alleged breach or default by Lessee of any obligation hereunder or the failure of Lessee to satisfy any conditions or limitations contained herein shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part, and no litigation shall be initiated by Lessor with respect to any alleged breach or default by Lessee hereunder, for a period of at least ninety (90) days after Lessor has given to Lessee written notice fully describing the breach or default, and if Lessor does not dispute the breach, then only if Lessee fails to remedy or commence to remedy the breach or default within such period. In the event Lessee disputes that a breach has occurred and the matter is litigated and there is a final unappealable judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so within such reasonable time, for any such breach or default which thereafter remains unremedied at all times after occurrence each well as to which there are Operations to conform to the then existing applicable spacing rules or applicable spacing unit established by governmental authority for such well. Lessee shall also have such easements on said land as are necessary to connect to the public or private lines on the premises. Lessor shall have no liability, for any losses or damages to any person or property which are a consequence or result of any relationship created hereby shall be construed to establish a fiduciary relationship, a relationship of trust or confidence or a principal-agent relationship between Lessor and Lessee for any purpose. Lessor’s standard of care shall not be stricter in this regard than the care a prudent person would exercise in managing a partnership interest of which Lessor owns a proportionate interest. Notwithstanding anything in this lease to the contrary, Lessor shall not be liable for damages to the leased premises and associated restoration costs and expenses caused by Lessee’s activities hereunder that exceed the fair market value (as of the date of this lease) of the property affected.

14. Existing Wellbores. At no additional cost to Lessee, Lessor grants Lessee access to and the right to use, at Lessee’s sole election, any existing oil and/or gas well(s) and/or wellbore(s) on the leased premises. Lessee’s election to reenter and use an existing well and/or wellbore shall be considered the same as the drilling of a new well on the leased premises. This provision shall not apply to existing or abandoned water wells on the leased premises.

15. Option to Extend. Lessor hereby grants Lessee the option to extend the primary term of this lease for an additional Two (2) years on the expiration of the original primary term hereof as to all or any portion of the leased premises then held hereunder which would expire unless so extended. This option may be exercised by Lessor, or its successors and assigns, at any time before the expiration of the primary term hereof by paying to Lessor or to Lessor’s credit at the depository bank which may be named herein, an amount equal to 100% of the bonus paid, on a net mineral acreage basis, for each net mineral acreage acre of the entire leased premises. Such payment shall cover the Two (2)-years of the extended term and which payment shall cover the Two (2)-years of the extended term and Lessor acknowledges that there will be no rental payments due for or during the extended term. Payment may be made by check or draft mailed or delivered to Lessor or to said depository bank which may be named herein. Should this option be exercised and as herein provided, it is agreed Lessor may exercise and file of record an instrument evidencing the exercise of this option.

16. Preferential Right. If, during the term of this lease (but not more than twenty (20) years after the date hereof) Lessor receives a bona fide offer from any party to purchase a new lease covering all or any part of the leased premises then held hereunder which would expire unless so extended, and if Lessee is willing to accept such offer. Then Lessor will promptly notify Lessee in writing of the terms and conditions of the offer, including any lease bonus offered, and shall provide Lessee with a copy of the offer and the proposed lease. Lessee shall have a period of thirty (30) days after receipt of such notice to exercise a purchase right in accordance with which Lessee shall have the option to purchase a new lease covering all or any part of the leased premises then held hereunder, then as long as the lease remains in effect any lease from Lessor shall be subordinate to this lease and shall not be construed as replacing or adding to Lessee’s obligations hereunder.

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17. Miscellaneous.
   (a) Entire Agreement. This lease represents the entire agreement between Lessor and Lessee with respect to the leased premises and supersedes and replaces all prior agreements, both oral and written, between the parties with respect to the leased premises. This lease is not intended to give rise to any implied obligations or covenants not consistent with the express provisions of this lease are hereby negated and renounced. This lease may only be amended by a subsequent written instrument executed by both Lessor and Lessee.
   (b) Interpretation. The provisions in this lease are solely for convenience of the parties hereto and shall have no significance, separate and apart, from the terms and provisions of the lease.
   (c) Severability. If any term or other provision of this lease is invalid, illegal or incapable of being enforced under any rule of law, all other conditions and provisions of this lease shall nevertheless remain in full force and effect.
   (d) Choice of Law. THIS LEASE SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO (EXCLUSIVE OF ANY PRINCIPLES OF CONFLICTS OF LAWS WHICH WOULD DIRECT APPLICATION OF THE SUBSTANTIVE LAWS OF ANOTHER JURISDICTION).
   (e) Counterparts. This lease may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, all such counterparts together constituting but one (1) and the same instrument.

18. Additional Provisions. Notwithstanding any provisions of this lease to the contrary, in the event of conflict between this section 18. Additional Provisions and sections 1-17 of this lease, the terms of this Section 18. Additional Provisions shall control.
   (a) No Surface Operations Language (acreage with physical structures):

   Notwithstanding any other provisions of this lease to the contrary, it is agreed that Lessee shall not use any surface of the Leased Premises and shall not enter upon, access, or occupy the surface of the Leased Premises and no well, road, pipeline, structure, or other surface facility of any kind shall be placed upon the Leased Premises without the consent of Lessor in writing being first obtained. Such consent, if granted, shall be memorialized by a separate written agreement approved by the governing body of the Lessor. Additionally and separate from the preceding language herein, it is understood and agreed, that Lessee may not under any circumstances place a drillsite on the Leased Premises. It is understood and agreed, however, that Lessee may drill directionally or horizontally into said land and/or into land pooled with said land pursuant to paragraph five (5) of the pooling clause hereof. Lessee shall have the full, unrestricted and exclusive right, power and authority to produce the oil, gas hydrocarbons, and associated substances lying under or beneath or recoverable from said land, either by means of any well or wells the surface drillsites of which are located on other lands, and which said well or wells are drilled directionally or horizontally through and into said land, and/or into land pooled with said land, the producing intervals of which are bottomed under said land or under such pooled area and produce oil, gas and hydrocarbon. The said Lessee shall be vested with and entitled to all of the products of said wells or portions of said wells both above and below ground, and the proceeds therefrom. The said Lessee shall have the full, unrestricted and exclusive right, power and authority to transport and deliver the said products to market, to place pipelines, processes, and other forms of mechanical extraction to be used in the production, storage, transport, or delivery of said products, both above and below ground, and all of the proceeds therefrom. The said Lessee shall have the full, unrestricted and exclusive right, power and authority to connect the said wells to all public and private roads, streets, and alleys, and all other public ways, and to all tankage, storage tanks, pumps, gathering systems, and other pipelines, processes, and systems, both on or under said land and on other lands. The said Lessee shall have the full, unrestricted and exclusive right, power and authority to place and maintain such wells or portions of wells as shall be necessary for the production or other purposes of oil and gas and oil and gas products from said land. The said Lessee shall have the full, unrestricted and exclusive right, power and authority to remove from said land all oil and gas and oil and gas products and all of the proceeds thereof. The said Lessee shall have the full, unrestricted and exclusive right, power and authority to place any and all drilling and other equipment and devices on said land, and to drill through and into said land, the surface drillsites of which are located on other lands, shall be considered to have been drilled in said land from drillsites on other lands in the vicinity of said land. Nothing herein shall constitute a waiver of any federal, state, or local limits or requirements pertaining to land use or mineral extraction.
   (b) Secondary Term Shut-in Limitation:

   Lessee's right to maintain this Lease after the primary term solely by virtue of the shut-in royalty payments shall be limited to a period of no longer than three (3) consecutive years, however, the right to maintain this lease after the expiration of the primary term for such period shall be a recurring right and may be exercised from time to time whenever the Lessee finds it necessary or expedient to shut in such well.
   (c) Shut-In Payments:

   Notwithstanding anything to the contrary herein contained, where a well capable of producing oil and/or gas in paying quantities is completed hereunder and is shut-in for a period of 180 consecutive days, this lease shall not terminate, but Lessee shall be obligated to pay or tender to the Lessor as royalty for constructive production, $5.00 per net mineral acre retained or leased hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuring after the expiration of 180 days from the date such well is shut-in and thereafter on or before the anniversary date of this lease during the period such well is shut-in. If such payment is made, it will be considered that oil and/or gas is being produced with the meaning of this lease.
   (d) Indemnity of Lessor by Lessee:

   Lessee shall indemnify, defend and hold harmless Lessor from and against any and all third party claims to the extent relating directly to the Lessee's operations on the Lease, not including claims or damages caused by the negligence, willful misconduct, or malicious acts or omissions of Lessor, its agents, representatives or contractors.

IN WITNESS WHEREOF, this lease is executed effective the date first written above, and upon execution shall be binding upon the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not the lease has been executed by all parties named herein as Lessor.

LESSOR:

City of Aurora, Colorado, a municipal corporation

ATTEST:

By: Bob LeGare
   Its: Mayor

By: Stephen J. Ruger
   Its: City Clerk

Reviewed By:
   Real Property Services

Approved as to Form:
   City Attorney

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ACKNOWLEDGMENTS

STATE OF ___________________ )
COUNTY OF ___________________ ) SS:

The forgoing instrument was acknowledged before me this _______ day of __________, 2019, by
Bob LeGare, as Mayor of The City of Aurora, Colorado, A Colorado Municipal
Corporation, to me known to be the identical person(s) described herein, and who executed the within and
foregoing instrument of writing and acknowledgment to me that he duly executed the same as his free and
voluntary act and deed for the uses and purpose therein set forth.

WITNESS my hand and official seal.

My Commission Expires: ___________________

Signature/Notary Public: ___________________
Name/Notary Public (print): ___________________
Notary Public in and for the State of ___________________

STATE OF COLORADO )
COUNTY OF DENVER ) SS:

The forgoing instrument was acknowledged before me this 11th day of October, 2019, by Austin M. Rose, as President of Aspired Energy, Inc., to me known to be the identical person(s)
described herein, and who executed the within and foregoing instrument of writing and acknowledgment to me
that he duly executed the same as his free and voluntary act and deed for the uses and purpose therein set forth.

WITNESS my hand and official seal.

My Commission Expires: 9/11/2021

Signature/Notary Public: ___________________
Name/Notary Public (print): Collin Donnelly
Notary Public in and for the State of CO
Parcel 1: Township 3 South, Range 66 West of the 6th P.M.

Section 13: That portion the following described tract of land lying only within the W/2 of Section 13:
A Parcel of land 42.00 feet wide, situated in the West one-half (W/2) of Section 13, and the West one-half (W/2) of Section 24, Township 3 South, Range 66 West of the 6th Principal Meridian, in the County of Adams, State of Colorado, as described in Rec. 20060417000386390 and being more particularly described as follows:
Commencing at the Southwest corner of said Section 24;
THENCE N89°33'45"E, along the South line of said Section 24, a distance of 30.00 feet to a point on the East right-of-way line of Picadilly Road as recorded in Road Petition No. 42, road book 1, page 92-98, Arapahoe County Records, said point also being the true point of beginning;
THENCE N89°33'45"E, continuing along the South line of said Section 24, a distance of 42.00 feet;
THENCE N00°16'46"W, parallel with and 72.00 feet East of the West line of the Southwest one-quarter (SW/4) of said Section 24, a distance of 2651.81 feet to the South line of the Northwest one-quarter (NW/4) of said Section 24;
THENCE N00°17'02"W, parallel with and 72.00 feet East of the West line of said Northwest one-quarter (NW/4) of said Section 24, a distance of 2650.39 feet to the South line of the Southwest one-quarter (SW/4) of said Section 13;
THENCE N00°02'04"W, parallel with and 72.00 feet East of the West line of said Southwest one-quarter (SW/4) of said Section 13, a distance of 2653.57 feet to the South line of the Northwest one-quarter (NW/4) of said Section 13;
THENCE N00°01'56"W, parallel with and 72.00 feet East of the West line of the Northwest one-quarter (NW/4) of said Section 13, a Distance of 2646.91 feet to a point on the North line of said Northwest one-quarter (NW/4) of said Section 13;
THENCE S89°39'02"W, along said North line of the Northwest one-quarter (NW/4), a distance of 42.00 feet to a point on said East right-of-way line of Picadilly Road;
THENCE along said East right-of-way line of Picadilly Road the following four (4) Courses:
1. S00°01'56"E, parallel with and 30.00 feet East of the West line of the Northwest one-quarter (NW/4) of said Section 13, a distance of 2646.89 feet to said South line of said Northwest one-quarter (NW/4) of said Section 13;
2. S00°02'04"E, parallel with and 30.00 feet East of the West line of the Southwest one-quarter (SW/4) of said Section 13, a distance of 2653.62 feet to said South line of said Southwest one-quarter (SW/4) of said Section 13;
3. S00°17'02"E, parallel with and 30.00 feet East of the West line of the Northwest one-quarter (NW/4) of said Section 24, a distance of 2650.39 feet to said South line of the said Northwest one-quarter (NW/4) of said Section 24;
4. S00°16'46"E, parallel with and 30.00 feet East of the West line of the Southwest one-quarter (SW/4) of said Section 24, a distance of 2651.84 feet to the true point of beginning. Containing 485.315 square feet or 10,833 acres, more or less.

Containing 222,620.16 square feet or 5,110,656 acres, more or less within W/2 Section 13

Parcel 2: Township 3 South, Range 66 West of the 6th P.M.

Section 13: That portion of the following described tract of land lying only within the SW/4 of Section 13:
A Parcel of land being part of the Southwest one-quarter (SW/4) of Section 13, and the Northwest one-quarter (NW/4) of Section 24, Township 3 South, Range 66 West of the 6th Principal Meridian, in the County of Adams, State of Colorado, as described in Rec. 20060417000386390 and being more particularly described as follows:
Beginning at the North one-quarter (N1/4) corner of said Section 24;
THENCE S00°16'29"E, along the East line of the Northwest one-quarter (NW/4) of said Section 24, a distance of 98.15 feet;
THENCE S89°43'31"W, a distance of 57.00 feet;
THENCE along the arc of a non-tangent curve to the left, having a central angle of 92°52'48", a radius of 25.00 feet, an arc length of 8.63 feet and whose chord bears N46°42'53"W, a distance of 36.23 feet;
THENCE along the arc of a compound curve to the left, having a central angle of 37°52'57", a radius of 883.00 feet, an arc length of 83.82 feet and whose chord bears S67°54'14"W, a distance of 573.24 feet;
THENCE S48°57'46"W, a distance of 400.00 feet;
THENCE along the arc of a curve to the right, having a central angle of 24°08'16", a radius of 1027.00 feet, and an arc length of 432.66 feet;
THENCE along the arc of a reverse curve to the left, having a central angle of 86°17'26", a radius of 25.00 feet, an arc length of 37.65 feet and whose chord bears S29°57'19"W, a distance of 34.19 feet;
THENCE S76°15'21"W, a distance of 74.00 feet;
THENCE along the arc of a non-tangent curve to the left, having a central angle of 86°57'07", a radius of 25.00 feet, an arc length of 37.94 feet and whose chord bears N56°39'58"W, a distance of 34.40 feet;
THENCE along the arc of a reverse curve to the right, having a central angle of 99°51'29", a radius of 1027.00 feet, an arc length of 176.70 feet, and whose chord bears S84°47'13"W, a distance of 176.48 feet;
THENCE S89°42'58"W, a distance of 957.29 feet;
THENCE along the arc of a curve to the left, having a central angle of 90°00'00", a radius of 25.00 feet, and an arc length of 39.27 feet to a point on the East line of a parcel of land recorded at reception no. 2006117000355880, Adams County records;
THENCE N00°17'02"W, along said East line, a distance of 194.00 feet;
THENCE along the arc of a non-tangent curve to the left, having a central angle of 90°00'00", a radius of 25.00 feet, an arc length of 39.27 feet, and whose chord bears S45°17'02"E, a distance of 35.36 feet;
THENCE N89°42'58"E, a distance of 957.29 feet;
THENCE along the arc of a curve to the left, having a central angle of 09°10'05", a radius of 883.00 feet, and an arc length of 141.29 feet;
THENCE along the arc of a non-tangent curve to the left, having a central angle of 93°44'17", a radius of 25.00 feet, an arc length of 40.90 feet and whose chord bears N33°40'44"E, a distance of 36.49 feet;
THENCE N76°18′06″E, a distance of 74.00 feet;
THENCE along the arc of a non-tangent curve to the left, having a central angle of 94°02′29″, a radius of 25.00 feet, an arc length of 41.03 feet, and whose chord bears S60°43′09″E, a distance of 36.58 feet;
THENCE along the arc of a compound curve to the left, having a central angle of 23°17′51″, a radius of 883.00 feet, an arc length of 359.04 feet, and whose chord bears N60°36′41″E, a distance of 356.57 feet;
THENCE N48°57′46″E, a distance of 400.00 feet;
THENCE along the arc of a curve to the right, having a central angle of 38°25′43″, a radius of 1027.00 feet, and an arc length of 688.81 feet;
THENCE along the arc of a reverse curve to the left, having a central angle of 87°30′20″, a radius of 25.00 feet, an arc length of 38.18 feet, and whose chord bears N43°38′18″E, a distance of 34.58 feet;
THENCE N89°53′08″E, a distance of 57.00 feet to a point on the East line of the Southwest one-quarter of said Section 13;
THENCE S00°06′52″E, along said East line a distance of 95.83 feet to the true point of beginning. Containing 407,969 square feet or 9.366 acres, more or less.

Containing 22,354 square feet or 0.513177 acres, more or less within the SW/4 of Section 13

Parcel 3: Township 3 South, Range 65 West of the 6th P.M.
Section 18: A parcel of land situated in the NE/4 of Section 18, T3S, R65W of the 6th P.M., County of Adams, State of Colorado, as described in Book 3541, Pages 499 and 503, Reception Nos. B68985 and B68986 in the Adams County Clerk and Recorders Office, and being more particularly described as follows:
The North 30.00 feet of the W/2NE/4 of Section 18, T3S, R65W, 6th P.M.

Containing 0.910500 acres, more or less

Parcel 4: Township 3 South, Range 65 West of the 6th P.M.
Section 18: A parcel of land situated in the E2NE/4 of Section 18, T3S, R65W of the 6th P.M., City of Aurora, County of Adams, State of Colorado, being a portion of the parcel described in book 2903, page 644, Reception No. B520348, recorded in the Adams County Clerk and Recorders Office, and being more particularly described as follows:
The East 72 Feet of E/2NE/4 of Section 18, T3S, R65W, 6th P.M.

Containing 4.391500 acres, more or less

Parcel 5: Township 3 South, Range 66 West of the 6th P.M.
Section 3: All that part of the SE/4 of Section 3, Township 3 South, Range 66 West of the Sixth Principal Meridian, as conveyed in Rec. #20070000010075 and being more particularly described as follows:
Tract C of High Point at DIA Subdivision Filing No. 2 as recorded at Rec. #20060614000605490 in the Clerk and Recorder Office of Adams County, State of Colorado.

Containing 631,136 square feet or 14.489 acres, more or less

Parcel 6: Township 3 South, Range 66 West of the 6th P.M.
Section 3: A parcel of land lying within the Southeast quarter of Section 3, Township 3 South, Range 66 West of the Sixth Principal Meridian, in the City of Aurora, County of Adams, State of Colorado, as described in Rec. #20060614000605500 and being more particularly described as follows:
Commencing at the East quarter corner of Section 3, from whence the Southeast corner of Section 3 bears South 00°29′35″ West, with all bearings contained herein being relative thereto:
Commencing at the South quarter-corner of said Section 3; Thence N00°39′14″E along the West line of said Southeast one-quarter, a distance of 82.62 feet to the Northerly right-of-way line of 64th Avenue and the point of beginning;
THENCE N00°39′14″E continuing along said West line, a distance of 1516.08 feet;
THENCE S89°20′46″E, a distance of 42.00 feet;
THENCE S00°39′14″W along a line parallel with said West line, a distance of 953.20 feet;
THENCE S03°09′36″E, a distance of 279.71 feet to a point of curvature;
THENCE along the arc of a curve to the right having a central angle of 16°23′30″, a radius of 105.50 feet, an arc length of 30.18 feet (the chord of which bears S05°02′09″W, a distance of 30.08 feet) to a point of reverse curvature;
THENCE along the arc of a reverse curve to the left having a central angle of 12°34′40″, a radius of 54.00 feet, an arc length of 11.96 feet (the chord of which bears S60°56′34″W, a distance of 11.94 feet) to a point of reverse curvature;
THENCE along the arc of a reverse curve to the right having a central angle of 35°57′02″, a radius of 10.50 feet, an arc length of 6.59 feet (the chord of which bears S18°37′45″W, a distance of 6.48 feet);
THENCE S00°39′14″W, along a line parallel with said West line a distance of 209.03 feet to a point of curvature;
THENCE along the arc of a curve to the left having a central angle of 91°14′04″, a radius of 25.00 feet, an arc length of 39.81 feet (the chord of which bears S44°57′48″E, a distance of 35.73 feet) to a point on the Northerly right-of-way line of 64th Avenue;
THENCE S89°25′10″W along said Northerly right-of-way line, a distance of 80.56 feet to the point of beginning.

Containing 70,262 square feet or 1.613 acres, more or less.
Parcel 7: Township 3 South, Range 66 West of the 6th P.M.
Section 3: A Parcel of land lying within the Southeast quarter of Section 3, Township 3 South, Range 66 West of the Sixth Principal Meridian, in the City of Aurora, County of Adams, State of Colorado, as described in Rec. 201000087039 and being more particularly described as follows:
Commencing at the East quarter corner of said Section 3, from whence the Southeast corner of Section 3 bears South 00°29'35" West, with all bearings contained herein being relative thereto:
Commencing at the center quarter corner of said Section 3;
THENCE along the Westerly line of said Southeast quarter, South 00°39'14" West, 251.69 feet to the point of beginning;
THENCE departing said Westerly line, South 89°20'46" East, 42.00 feet to the most Northwesterly corner of the parcel of land described in the Special Warranty Deed recorded February 26, 2010 at reception number 2010000012783, in the office of the Clerk and Recorder of said county;
THENCE along the Westerly and Southerly boundaries of said parcel of land the following 5 courses;
1 - Along said parallel line South 00°39'14" West, 244.32 feet to the beginning of a tangent curve concave Northeasterly having a radius of 20.00 feet;
2 – Southeasterly along said tangent curve through a central angle of 90°00'00", an arc length of 31.42 feet;
3 – Tangent to said curve, South 89°20'46" East, 291.23 feet to the beginning of a tangent curve concave Southerly having a radius of 782.00 feet;
4 – Easterly along said tangent curve through a central angle of 07°58'25", an arc length of 108.83 feet;
5 – Tangent to said curve, south 81°22'21" East, 397.84 feet to the Southeasterly corner of said parcel of land described in the Special Warranty Deed Recorded February 26, 2010;
THENCE departing the Southerly boundary of said parcel of land, South 08°37'39" West 64.00 feet;
THENCE North 81°22'21" West, 397.84 feet to the beginning of a tangent curve concave Southerly having a radius of 718.00 feet;
THENCE Westerly along said curve through a central angle of 07°58'25", an arc length of 99.92 feet;
THENCE tangent to said curve North 89°20'46" West, 219.23 feet to the beginning to a tangent curve concave southeasterly having a radius of 20.00 feet, the Southerly terminus of said curve to be tangent with a line that is parallel with and distant Easterly 42.00 feet, measured at right angles, from said Westerly line of the Southeast quarter of Section 3;
THENCE Southwesterly along said curve through a central angle of 90°00'00", an arc length of 31.42 feet;
THENCE tangent to said curve and along said last described parallel line, south 00°39'14" West, 446.13 feet to the Northeast corner of the parcel of land described in the Special Warranty Deed recorded June 5, 2006 at reception Number 20060614000060500, in said office of the Clerk and Recorder;
THENCE along the southerly line of said parcel of land, North 89°20'46" West, 42.00 feet to said Westerly line north 00°39'14" East, 794.45 feet to the point of beginning.

Containing 80,992 square feet or 1.859 acres, more or less.

Parcel 8: Township 3 South, Range 66 West of the 6th P.M.
Section 3: A Parcel of land being a portion of the Southeast quarter of Section 3, Township 3 South, Range 66 West of the Sixth Principal Meridian, in the City of Aurora, County of Adams, State of Colorado, as described in Rec. 20051215001372640 and being more particularly described as follows: Commencing at the Southwest corner of said Section 3;
THENCE N89°25'17"E along the South line of the Southwest one-quarter, a distance of 2658.38 feet to the South one-quarter corner of said Section 3;
THENCE N00°39'14"E along the West line of the Southeast one-quarter, a distance of 30.01 feet to the point of beginning, said point being on the existing North right of way line of 64th Avenue;
THENCE continuing N00°39'14"E along said West line, a distance of 52.01 feet;
THENCE N89°25'10"E, along said line, a distance of 368.66 feet;
THENCE S86°45'59"E, a distance of 150.33 feet;
THENCE N89°25'10"E, parallel with the South line of said Southeast one-quarter, a distance of 1540.66 feet;
THENCE S00°34'50"E, a distance of 42.00 feet to the North right of way line of 64th Avenue;
THENCE S89°25'10"W along said North right of way line, a distance of 2060.44 feet to the point of beginning.

Containing 90,957 square feet or 2.088 acres, more or less.
Parcel 9: Township 3 South, Range 66 West of the 6th P.M.
Section 3: A Parcel of land lying within the Southeast quarter of Section 3, Township 3 South, Range 66 West of
the Sixth Principal Meridian, in the City of Aurora, County of Adams, State of Colorado, as described as Parcel 1 in Rec.
#2015000108470 and being more particularly described as follows:
Commencing at the East quarter corner of Section 3, from whence the Southeast corner of Section 3 bears South
00°29'35" West, with all bearings contained herein being relative thereto:
THENCE along the Northerly line of Said Southeast quarter of Section 3, South 89°32'22" West, 313.56 feet to a line
parallel with and distant 313.51 feet Westerly from the Easterly line of said Southeast quarter of Section 3 and the point
of beginning;
THENCE along said parallel line, South 00°29'35" West, 978.81 feet to the beginning of a tangent curve concave
Northeasterly, having a radius of 952.50 feet;
THENCE Southwesterly along said tangent curve through a central angle of 34°57'57"", an arc length of 581.28 feet to the
beginning of a reverse curve concave Southwesterly, having a radius of 1047.50 feet;
THENCE Southwesterly along said reverse curve through a central angle of 11°22'52"", and arc length of 208.07 feet to a
line parallel with and distant 40 feet Westerly from the Easterly line of said Southeast quarter of Section 3, said line also
being the Westerly line of a 40' road dedication as described in Book 3534 at Page 619, recorded February 9, 1989 in the
office of the Clerk and Recorder of Adams County;
THENCE along said parallel line, South 00°29'35" West, 631.15 feet to the Northerly boundary line of High Point at
DIA Subdivision filing No. 2, per the plat recorded June 14, 2006 at reception no. 20060614000605490 in said office of
the Clerk and Recorder.
THENCE along said Northerly boundary line, North 85°45'13" West, 7.52 feet to a line parallel with and distant 47.50
feet Westerly from the Easterly line of said Southeast quarter of Section 3;
THENCE along said parallel line, North 00°29'35" East, 211.55 feet to the beginning of a tangent curve concave
Southwesterly, having a radius of 952.50 feet;
THENCE Northwesterly along said tangent curve through a central angle of 34°57'57"", an arc length of 581.28 feet to the
beginning of a reverse curve concave Northeasterly, having a radius of 1047.50 feet;
THENCE Northwesterly along said reverse curve through a central angle of 34°57'57"", an arc length of 639.26 feet to a
line parallel with and distant 408.51 feet Westerly from the Easterly line of said Southeast quarter of Section 3;
THENCE along said parallel line, North 00°29'35" East, 977.23 feet to the Northerly line of said Southeast quarter of
Section 3;
THENCE along said Northerly line, North 89°32'22" East, 95.01 feet to the point of beginning.

Containing 185,792 square feet or 4.265 acres, more or less.

Parcel 10: Township 3 South, Range 66 West of the 6th P.M.
Section 2: A Parcel of land lying within the Southwest quarter of Section 2, Township 3 South, Range 66 West of
the Sixth Principal Meridian, in the City of Aurora, County of Adams, State of Colorado, as described as Parcel 2 in Rec.
#2015000108470 and being more particularly described as follows:
Commencing at the East Quarter Corner of Section 3, from whence the Southeast corner of Section 3 bears South
00°29'35" West, with all bearings contained herein being relative thereto:
THENCE along the Easterly line of the Southeast quarter of said Section 3, South 00°29'35" West, 1818.35 feet to the
beginning of a non-tangent curve concave Southwesterly, having a radius of 1047.50 feet, from which a radial line bears
South 73°10'22" West, said point being the Point of Beginning;
THENCE Southwesterly along said non-tangent curve through a central angle of 17°19'13"", an arc length of 316.66 feet to a
line parallel with and distant 47.50 feet Easterly from said Easterly line of the Southeast quarter of Section 3;
THENCE along said parallel line, South 00°29'35" West, 478.25 feet to the Northerly right-of-way of 64th Avenue as
described in Road Book 1 at Pages 233-239 recorded in the office of the Clerk and Recorded of Adams County;
THENCE along said Northerly right-of-way, North 89°36'23" West, 47.50 feet to said Easterly line of the Southeast
quarter of Section 3, said line also being the Easterly line of a 40' road dedication as described in Book 3534 at Page 619
recorded February 9, 1989 in said office of the Clerk and Recorder;
THENCE along said Easterly line, North 00°29'35" East, 790.18 feet to the point of beginning.

Containing 32,639 square feet or 0.749 acres, more or less.

Containing altogether 35.988847 acres, more or less (the "Premises");

LESGOR: The City of Aurora, Colorado, A Colorado
Municipal Corporation

LESEE: Aspired Energy, Inc.

By: Austin M. Rose
Title: Its President

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