

Chuck Broerman 11/06/2018 03:13:43 PM Doc \$0.00 2 Rec \$18.00

El Paso County, CO Pages 218129415

	COLORADO
	State Land Board
	Department of Natural Resource

If there is a conflict between the full/partial box checked above and the acreage assigned indicated below, the specific acreage assigned will control.  In consideration of good and valuable consideration agreed to between the Assignor and Assignee (named below), this lease assignment ("Assignment") is entered into between the Assignor and Assignee and they agree as follows:  ASSIGNOR ("Assignor")Name)  The David Wismer and Mary Anne Wismer Trust  (Address)  Go Shamrock Preserve, LLC. Attn: David Wismer, 16555 State Highway 83  (City, State, Zip)  Colorado Springs, CO 80921  hereby assigns and transfers, subject to approval from the State of Colorado, acting by and through its State Board of Land Commissioners ("State Land Board"), all right, title and interest as "Lessee of Record" on the State Land Board's groundwater lease identified above (the "Lease") in  Good of Land Commissioners ("State Land Board"), all right, title and interest as "Lessee of Record" on the State Land Board's groundwater lease identified above (the "Lease") in  Good of Lands ("County"), (Subdivision)  Section  Township  Township  Reserving all stipulations and requirements attached and incorporated into the Lease, unto:  ASSIGNEE ("Assignee")(Name)  PRI #2, LLC, by Elite Properties of America, Inc. as Manager  (Address)  (City, State, Zip)  Colorado Springs, CO 80919  Reserving unto the Assignor all previously reserved minority reservations of Lease ownership and/or overriding opalities made and filed by the Assignor in the clerk and recorder's office of the County ("Tiffice"), to the extent that such reservations comply with the terms of the Lease. The part of the Lease may exist between the Assignor in the Lease and does not track minority overriding royalties or minority leasehold interests in the Lease, however, pursuant to the interest of the Lease may exist between the Assignor in the Lease and the properties of the County ("Tiffice"), to the extent that such reservations comply with the terms of the Lease. The part of the Lease	LEASE ASSIGNMENT - Groundwater ASSIGNMENT OF LEASE NO. 37 700020
necific acreage assigned will control.  n consideration of good and valuable consideration agreed to between the Assignor and Assignee (named below), this lease assignment ("Assignment") is entered into between the Assignor and Assignee and they agree as follows:  ASSIGNOR ("Assignor")(Name) The David Wismer and Mary Anne Wismer Trust  (Address) Clo Shamrock Preserve, LLC, Attn: David Wismer, 16555 State Highway 83  (City, State, Zip) Colorado Springs, CO 80921  (City, State, Zip) Township, Colorado ("State Land Board"), all right, title and interest as "Lessee of Record" on the State Land Board's groundwater lease identified above (the "Lease") in County, Colorado ("County"), Colorado ("County	Please check if this is a full or partial assignment: FULL  PARTIAL PARTIAL
this lease assignment ("Assignment") is entered into between the Assignor and Assignee and they agree as follows:  ASSIGNOR ("Assignor")(Name) The David Wismer and Mary Anne Wismer Trust  (Address) Clo Shamrock Preserve, LLC, Attn: David Wismer, 15555 State Highway 83  (City, State, Zip) Colorado Springs, CO 80921  hereby assigns and transfers, subject to approval from the State of Colorado, acting by and through its State Board of Land Commissioners ("State Land Board"), all right, title and interest as "Lessee of Record" on the State Land Board's groundwater lease identified above (the "Lease") in  COD of the Lease lands located in El Paso County, Colorado ("County"), ALL  Off: (Acreage Assigned)  Section 36 Township 115, Range 66W (collectively, the "Assigned Lands"), including all stipulations and requirements attached and incorporated into the Lease, unto:  ASSIGNEE ("Assignee")(Name) PRI #2, LLC, by Elite Properties of America, Inc. as Manager (Address) 6385 Corporate Drive, Suife 200  City, State, Zip) Colorado Springs, CO 80919  Reserving unto the Assignor all previously reserved minority reservations of Lease ownership and/or ovarridina provalties made and filed by the Assignor in the clerk and recorder's office of the County (Diffice"), to the extent that such reservations comply with the terms of the Lease. The part of the State Land Board has one "Lessee of Record" on the Lease, however, pursuant to the state Land Board has one "Lessee of Record" on the Lease, however, pursuant to the state Land Board has one "Lessee of Record" on the Lease, however, pursuant to the state Land Board has one "Lessee of Record" on the Lease, however, pursuant to the state Land Board has one "Lessee of Record" on the Lease, however, pursuant to the state Land Board acknowledges that separate contracts for minority leasehold interests a che Lease may exist between the Assignor has a signed cands, in the Lease and or other minority owners in the Lease and provided the state Land Board acknowledges that separate contracts	If there is a conflict between the full/partial box checked above and the acreage assigned indicated below, the specific acreage assigned will control.
(City, State, Zip) Colorado Springs, CO 80921  nereby assigns and transfers, subject to approval from the State of Colorado, acting by and through its State Board of Land Commissioners ("State Land Board"), all right, title and interest as "Lessee of Record" on the State Land Board sgroundwater lease identified above (the "Lease") in  (40.00 of the Lease lands located in El Paso County, Colorado ("County"), MLL of: (Acreage Assigned)  Section 36 Township 18 , Range 66 (Collectively, the "Assigned Lands"), including all stipulations and requirements attached and incorporated into the Lease, unto:  ASSIGNEE ("Assignee")(Name) PRI #2, LLC, by Elite Properties of America, Inc. as Manager (Address) 6385 Corporate Drive, Suite 200  (City, State, Zip) Colorado Springs, CO 80919  Reserving unto the Assignor all previously reserved minority reservations of Lease ownership and/or overriding royalties and and filed by the Assignor in the clerk and recorder's office of the County (Office"), to the extent that such reservations comply with the terms of the Lease. The phase state Land Board has one "Lessee of Record" on the Lease and does not track minority overriding royalties or minority leasehold interests in the Lease; however, pursuant to this state Land Board acknowledges that separate contracts for minority leasehold interests a che Lease may exist between the Assignor, the Assignee and/or other minority owners in Clerk & Recorder's Office and this Assignment does not purport to assign those interests.  As of the Effective Date (as defined below), the Assignee hereby agrees to accept and assessmential damage which arose from, or in connection with Assignor's use use of the Colorado Division of Water Resources during Assignor's use or occupancy of the Assigned Lands, initied to, environmental damage which arose from, or in connection with Assignor's use use of the Colorado Division of Water Resources during Assignor's use or occupancy of the Assigned Lands, assigned Lands and/or from any liability for violations of the	In consideration of good and valuable consideration agreed to between the Assignor and Assignee (named below), this lease assignment ("Assignment") is entered into between the Assignor and Assignee and they agree as follows:
City, State, Zip) Colorado Springs, CO 80921  nereby assigns and transfers, subject to approval from the State of Colorado, acting by and through its State Board of Land Commissioners ("State Land Board"), all right, title and interest as "Lessee of Record" on the State Land Board's groundwater lease identified above (the "Lease") in 640.00 of the Lease lands located in El Paso County, Colorado ("County"), Lucion (County"), Colorado ("County"), C	ASSIGNOR ("Assignor")(Name) The David Wismer and Mary Anne Wismer Trust
nereby assigns and transfers, subject to approval from the State of Colorado, acting by and through its State Board of Land Commissioners ("State Land Board"), all right, title and interest as "Lessee of Record" on the State Land Board's groundwater lease identified above (the "Lease") in (410.00) of the Lease lands located in El Paso (County, Colorado ("County"), (Subdivision) (Section 36 Township 118 , Range 64 (Collectively, the "Assigned Lands"), including all stipulations and requirements attached and incorporated into the Lease, unto:  **ASSIGNEE ("Assignee")(Name) PRI #2, LLC, by Elite Properties of America, Inc. as Manager (Address) 6385 Corporate Drive, Suite 200  **City, State, Zip) Colorado Springs, CO 80919  **Reserving unto the Assignor all previously reserved minority reservations of Lease ownership and/or overriding royalties made and filed by the Assignor in the clerk and recorder's office of the County (Diffice"), to the extent that such reservations comply with the terms of the Lease. The part of the State Land Board has one "Lessee of Record" on the Lease and does not track minority overriding royalties or minority leasehold interests in the Lease; however, pursuant to the State Land Board acknowledges that separate contracts for minority leasehold interests a the Lease may exist between the Assignor, the Assignee hereby agrees to accept and assigned from any liability for known or unknown waste or damage to the Assigned (as specific bursuant to the terms of the Lease, the State Land Board's approval of this Assignment assignor from any liability for known or unknown waste or damage to the Assigned Lands, imitted to, environmental damage which arose from, or in connection with Assignor's use consultations, rule, and ordinances including without limitation the rules and regulations of the Colorado Division of Water Resources during Assignor from any liability for known or unknown waste or damage to the Assigned Lands.  As of the Effective Date, the Assignor represents and warrants to the State	
Board of Land Commissioners ("State Land Board"), all right, title and interest as "Lessee of Record" on the State Land Board's groundwater lease identified above (the "Lease") in (4D.00 of the Lease lands located in El Paso County, Colorado ("County"), of (Acreage Assigned) (Subdivision)  Section 36 Township 115 Range 60 (collectively, the "Assigned Lands"), including all stipulations and requirements attached and incorporated into the Lease, unto:  ASSIGNEE ("Assignee")(Name) PRI #2, LLC, by Elite Properties of America, Inc. as Manager (Address) 6385 Corporate Drive, Suite 200  (City, State, Zip) Colorado Springs, CO 80919  Reserving unto the Assignor all previously reserved minority reservations of Lease ownership and/or overriding royalties made and filed by the Assignor in the clerk and recorder's office of the County (Diffice"), to the extent that such reservations comply with the terms of the Lease. The part of the State Land Board has one "Lessee of Record" on the Lease and does not track minority overriding royalties or minority leasehold interests in the Lease; however, pursuant to the State Land Board acknowledges that separate contracts for minority leasehold interests a chie Lease may exist between the Assigner, the Assignee hereby agrees to accept and assigned the Recorder's Office and this Assignment does not purport to assign those interests.  As of the Effective Date (as defined below), the Assignee hereby agrees to accept and assignor from any liability for known or unknown waste or damage to the Assignment should be accepted to the Assigned Lands, initied to, environmental damage which arose from, or in connection with Assignment's use under the Lease and/or applicable federal, state, and local away, regulations, rule, and ordinances including without limitation the rules and regulations of the Colorado Division of Water Resources during Assignor's use or occupancy of the Assigned Lands.  As of the Effective Date, the Assignor represents and warrants to the State Land Board that all rents, ro	(City, State, Zip) Colorado Springs, CO 80921
Section 36 Township 115, Range 66W (collectively, the "Assigned Lands"), including all stipulations and requirements attached and incorporated into the Lease, unto:  ASSIGNEE ("Assignee")(Name) PRI #2, LLC, by Elite Properties of America, Inc. as Manager  (Address) 6385 Corporate Drive, Suite 200  (City, State, Zip) Colorado Springs, CO 80919  Reserving unto the Assignor all previously reserved minority reservations of Lease ownership and/or overriding royalties made and filed by the Assignor in the clerk and recorder's office of the County ( Office"), to the extent that such reservations comply with the terms of the Lease. The part overriding royalties or minority leasehold interests in the Lease and does not track minority overriding royalties or minority leasehold interests in the Lease; however, pursuant to the state Land Board acknowledges that separate contracts for minority leasehold interests a che Lease may exist between the Assignor, the Assignee and/or other minority owners in Clerk & Recorder's Office and this Assignment does not purport to assign those interests.  As of the Effective Date (as defined below), the Assignee hereby agrees to accept and assembly the part of the Lease assigned (as specific oursuant to the terms of the Lease, the State Land Board's approval of this Assignment shousing the part of the Lease assigned (as specific oursuant to the terms of the Lease, the State Land Board's approval of this Assignment shousing the part of the Lease and for of applicable federal, state, and local away, regulations, rule, and ordinances including without limitation the rules and regulations of the Colorado Division of Water Resources during Assignor's use or occupancy of the Assigned Lands.  As of the Effective Date, the Assignor represents and warrants to the State Land Board that all rents, royalties and advanced minimum royalties under the Lease are paid up to date, and there are no outstanding reclamation issues.	hereby assigns and transfers, subject to approval from the State of Colorado, acting by and through its State Board of Land Commissioners ("State Land Board"), all right, title and interest as "Lessee of Record" on the State Land Board's groundwater lease identified above (the "Lease") in  640.00 of the Lease lands located in El Paso County, Colorado ("County"), ML,
ASSIGNEE ("Assignee")(Name) PRI #2, LLC, by Elite Properties of America, Inc. as Manager (Address) 6385 Corporate Drive, Suite 200 (City, State, Zip) Colorado Springs, CO 80919 Reserving unto the Assignor all previously reserved minority reservations of Lease ownership and/or overriding royalties made and filed by the Assignor in the clerk and recorder's office of the County ( Office"), to the extent that such reservations comply with the terms of the Lease. The ; the State Land Board has one "Lessee of Record" on the Lease and does not track minority overriding royalties or minority leasehold interests in the Lease; however, pursuant to the state Land Board acknowledges that separate contracts for minority leasehold interests a the Lease may exist between the Assignor, the Assignee and/or other minority owners in Clerk & Recorder's Office and this Assignment does not purport to assign those interests.  As of the Effective Date (as defined below), the Assignee hereby agrees to accept and assembly the substity of the Lease, the State Land Board's approval of this Assignment shousing the terms of the Lease, the State Land Board's approval of this Assignment shousing the terms of the Lease, the State Land Board's approval of this Assignor's use of the Lease and/or of applicable federal, state, and local away, regulations, rule, and ordinances including without limitation the rules and regulations of the Colorado Division of Water Resources during Assignor's use or occupancy of the Assigned Lands.  As of the Effective Date, the Assignor represents and warrants to the State Land Board that all rents, royalties and advanced minimum royalties under the Lease are paid up to date, and there are no outstanding reclamation issues.  Should be a supplied to the state Land Board that all rents, royalties and advanced minimum royalties under the Lease are paid up to date, and there are no outstanding reclamation issues.	
ASSIGNEE ("Assignee")(Name) PRI #2, LLC, by Elite Properties of America, Inc. as Manager (Address) 6385 Corporate Drive, Suite 200 (City, State, Zip) Colorado Springs, CO 80919  Reserving unto the Assignor all previously reserved minority reservations of Lease ownership and/or overridinal covalities made and filed by the Assignor in the clerk and recorder's office of the County (Diffice"), to the extent that such reservations comply with the terms of the Lease. The particle of the State Land Board has one "Lessee of Record" on the Lease and does not track minority overriding royalties or minority leasehold interests in the Lease; however, pursuant to the state Land Board acknowledges that separate contracts for minority leasehold interests a chee Lease may exist between the Assignor, the Assignee and/or other minority owners in Clerk & Recorder's Office and this Assignment does not purport to assign those interests.  As of the Effective Date (as defined below), the Assignee hereby agrees to accept and assignor should be a separate contracts for minority leasehold interests.  Assignor from any liability and interest in, and to abide by all terms and conditions of the Leavill herein be the new "Lessee of Record" for all, or part of the Lease assigned (as specific bursuant to the terms of the Lease, the State Land Board's approval of this Assignment should be accompanied to the Assigned Lands, imited to, environmental damage which arose from, or in connection with Assignor's use companies of the Lease and/or of applicable federal, state, and local laws, regulations, rule, and ordinances including without limitation the rules and regulations of the Colorado Division of Water Resources during Assignor's use or occupancy of the Assigned Lands.  As of the Effective Date, the Assignor represents and warrants to the State Land Board that all rents, royalties and advanced minimum royalties under the Lease are paid up to date, and there are no outstanding reclamation issues.	Section 36 Township 118, Range 66V (collectively, the "Assigned Lands"),
City, State, Zip) Colorado Springs, CO 80919  Reserving unto the Assignor all previously reserved minority reservations of Lease ownership and/or overridinal royalties made and filed by the Assignor in the clerk and recorder's office of the County (Diffice"), to the extent that such reservations comply with the terms of the Lease. The particle overriding royalties or minority leasehold interests in the Lease; however, pursuant to the State Land Board acknowledges that separate contracts for minority leasehold interests a state Land Board acknowledges that separate contracts for minority leasehold interests a state Land Board acknowledges that separate contracts for minority leasehold interests a state Land Board's Office and this Assignment does not purport to assign those interests.  As of the Effective Date (as defined below), the Assignee hereby agrees to accept and assignessibility, liability and interest in, and to abide by all terms and conditions of the Lease will herein be the new "Lessee of Record" for all, or part of the Lease assigned (as specific boursuant to the terms of the Lease, the State Land Board's approval of this Assignment ship assigned Lands and/or from any liability for known or unknown waste or damage to the Assigned Lands, "imited to, environmental damage which arose from, or in connection with Assignor's use concentration and the colorado Division of Water Resources during Assignor's use or occupancy of the Assigned Lands.  As of the Effective Date, the Assignor represents and warrants to the State Land Board that all rents, royalties and advanced minimum royalties under the Lease are paid up to date, and there are no outstanding reclamation issues.	including all stipulations and requirements attached and incorporated into the Lease, unto:
Reserving unto the Assignor all previously reserved minority reservations of Lease ownership and/or overridinatival to the Assignor and previously reserved minority reservations of Lease ownership and/or overridinatival to the county (condition), to the extent that such reservations comply with the terms of the Lease. The particle state Land Board has one "Lessee of Record" on the Lease and does not track minority to the extent that such reservations comply with the terms of the Lease. The particle state Land Board has one "Lessee of Record" on the Lease, however, pursuant to the state Land Board acknowledges that separate contracts for minority leasehold interests a contract for minority leasehold interests a contract for minority leasehold interests a contract for minority owners in a contract for minority leasehold interests a contract for minority leasehold interests and assign the contract for minority leasehold interests and a contract for minority leasehold interests and lease for minority leasehold interests and leasehold interests and lease for minority leasehold interests and leasehold interests and	
Reserving unto the Assignor all previously reserved minority reservations of Lease ownership and/or overridina—royalties made and filed by the Assignor in the clerk and recorder's office of the County ( Diffice"), to the extent that such reservations comply with the terms of the Lease. The particle of the State Land Board has one "Lessee of Record" on the Lease and does not track minority overriding royalties or minority leasehold interests in the Lease; however, pursuant to the state Land Board acknowledges that separate contracts for minority leasehold interests a state Land Board acknowledges that separate contracts for minority leasehold interests a state Land Board acknowledges that separate contracts for minority leasehold interests a state Land Board's Office and this Assignment does not purport to assign those interests.  As of the Effective Date (as defined below), the Assignee hereby agrees to accept and assignessibility, liability and interest in, and to abide by all terms and conditions of the Leawill herein be the new "Lessee of Record" for all, or part of the Lease assigned (as specific oursuant to the terms of the Lease, the State Land Board's approval of this Assignment shipports and provided to, environmental damage which arose from, or in connection with Assignor's use concupancy of the Lease and/or of applicable federal, state, and local laws, regulations, rule, and ordinances including without limitation the rules and regulations of the Colorado Division of Water Resources during Assignor's use or occupancy of the Assigned Lands.  As of the Effective Date, the Assignor represents and warrants to the State Land Board that all rents, royalties and advanced minimum royalties under the Lease are paid up to date, and there are no outstanding reclamation issues.	
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Assigned to, environmental damage which arose from, or in connection with Assigned Lands, imited to, environmental damage which arose from, or in connection with Assignor's use of the Colorado Assigned Lands and/or from any liability for violations of the Lease and/or of applicable federal, state, and local laws, regulations, rule, and ordinances including without limitation the rules and regulations of the Colorado Division of Water Resources during Assignor's use or occupancy of the Assigned Lands.  As of the Effective Date, the Assignor represents and warrants to the State Land Board that all rents, royalties and advanced minimum royalties under the Lease are paid up to date, and there are no outstanding reclamation issues.	royalties made and filed by the Assignor in the clerk and recorder's office of the County ( Office"), to the extent that such reservations comply with the terms of the Lease. The particle the State Land Board has one "Lessee of Record" on the Lease and does not track minority overriding royalties or minority leasehold interests in the Lease; however, pursuant to the State Land Board acknowledges that separate contracts for minority leasehold interests a the Lease may exist between the Assignor, the Assignee and/or other minority owners in a Clerk & Recorder's Office and this Assignment does not purport to assign those interests.
advanced minimum royalties under the Lease are paid up to date, and there are no outstanding reclamation issues.  Sonsideration Amount: \$100.00	As of the Effective Date (as defined below), the Assignee hereby agrees to accept and ass responsibility, liability and interest in, and to abide by all terms and conditions of the Lea will herein be the new "Lessee of Record" for all, or part of the Lease assigned (as specific pursuant to the terms of the Lease, the State Land Board's approval of this Assignment shi Assignor from any liability for known or unknown waste or damage to the Assigned Lands, 'limited to, environmental damage which arose from, or in connection with Assignor's use continued Lands and/or from any liability for violations of the Lease and/or of applicable federal, state, and local laws, regulations, rule, and ordinances including without limitation the rules and regulations of the Colorado Division of Water Resources during Assignor's use or occupancy of the Assigned Lands.
Consideration Amount: \$100.00 (refer to lease terms), and submit affidavit stating the value of any consideration tendered to Assignor by Assignee.	As of the Effective Date, the Assignor represents and warrants to the State Land Board that all rents, royalties and advanced minimum royalties under the Lease are paid up to date, and there are no outstanding reclamation issues.
	Consideration Amount: \$100.00 (refer to lease terms), and submit affidavit stating the value of any consideration tendered to Assignor by Assignee.



The Assignor and Assignee acknowledge that the State Land Board has the right to deny this Assignment, in its sole discretion, and that the State Land Board must approve this Assignment by execution below before this Assignment becomes effective. Further, the Assignor and Assignee agree that the State Land Board's approval of this Assignment does not modify any terms or conditions of the Lease which may be implied by documents provided to the State Land Board related to this Assignment, other than the "Lessee of Record" for the Assigned Lands.

The Assignor and Assignee, by their signatures below, agree to the terms and conditions of this Assignment

The Assignor and Assignee, by their signatures below, agr	ee to the terms and conditions of this Assignment.	
ASSIGNOR:	ASSIGNEE:	
Assignor Name: The David Wismer and Mary Anne Wismer Trust	Assignee Name: PPP 2. U.S. by Elde Properties of America. Inc. As Manager	
Signature found a Wismin	Signature:	
Printed Name: David Wismer	Printed Name: Dinylas Shaple	
Title: Trustee	Title: CEU of Manager	
Date Signed: 4-18-2017	Date Signed: 4-20-17	
STATE OF COCOZADO )	Phone: 719 592 9333	
COUNTY OF EL PASO ) SS. ASSIGNOR ACKNOW		
On this 19+0 day of April , 2017, before m to me known to be the person(s) described in and who exe that he/she executed the same as his/her free act and dec	cuted the foregoing instrument, and acknowledged to me	
My commission expires: 12-03-3617	Cerriotine A CHRISTINE L WISE  NOTARY PUBLIC  NOTARY PUBLIC	
STATE OF COLORADO )  COUNTY OF EL PASO )  SS. ASSIGNEE ACKNOW		
On this 24 th day of 1922, 2017, before me, per to me known to be the person(s) described in and who exe that he/she executed the same as his/her free act and deed	ersonally appeared <u>Journal M. Stimple</u> , cuted the foregoing instrument, and acknowledged to me	
My commission expires: 1262.2017	Constance of Wese	
	Notary Publichristine L WISE NOTARY PUBLIC STATE OF COLORADO NOTARY ID # 19974021715 MY COMMISSION EXPIRES DECEMBER 02, 2017	
APPROVAL OF ASSIGNMENT		
In consideration of One Hundred dollars (\$100.00) and other valuable consideration, the State Land Board consents to this Assignment of the Lease from the Assignor to the Assignee effective this		
State of Colorado, acting by and through the State Board of Land Commissioners	COMMISSION AND THE COMMISSION AN	
By: Marie & Title: Phillip J. Courtney, Leusing Manager	Solve	
Lease No. <u>OT-109328</u> Page 2	2 of 2 Revised_AG_DEH_20170120	