

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into by and between the CITY AND COUNTY OF DENVER, a home rule municipal corporation of the State of Colorado ("City"), and GREATWEST BIOFUELS, LLC a Colorado limited liability company, whose address is 5380 N. Franklin St., Denver CO 80216 and Rock River Ranches LLC, a Colorado limited liability company, whose address is 5320 N Franklin St., Denver, CO 80216 (jointly and severally, "Lessee"). The City and Lessee shall each be referred to as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City and Rocking M. Cattle Co., an Idaho limited partnership entered into that certain Purchase and Sale Agreement dated FEB 12, 2016 ("PSA") for the City to purchase and Rocking M. Cattle Co. to sell the building and related property in which a certain premises exists as a separately demised unit ("Leased Premises"), and

WHEREAS, at the time of Closing of the transaction (as "Closing" is defined in the PSA, as amended), Lessee is desirous of continuing to lease the Leased Premises from the City.

WHEREAS, at the time of Closing, the City desires to shorten the term of the current lease by terminating the existing lease and entering into this new Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the City and the Lessee agree as follows:

1. **CONTINGENCIES:** This Lease shall be contingent upon the City purchasing the Leased Premises from Rocking M. Cattle Co.
2. **TERMINATION OF PRIOR LEASE.** At the Closing, Rocking M. Cattle Co., as Landlord under the previous lease, shall execute and deliver to the Closing agent, three (3) copies of the Lease Termination Agreement in the form attached hereto as Exhibit A, and incorporated herein by this reference. Lessee shall deliver three (3) copies of this Lease Agreement to the Closing agent simultaneously with the Lease Termination Agreement.
3. **LEASED PREMISES:** Subject to the terms of this Lease, the City agrees to lease, demise, and let unto Lessee and the Lessee does hereby lease from the City those certain premises defined as the "Leased Premises" located at 5320 and 5380 Franklin Street, Denver,

Colorado 80216, as more particularly depicted on Exhibit A, attached hereto and incorporated herein, containing building space of approximately 15,000 square feet. The depiction contained on Exhibit B may be modified upon the written authorization of the City's Director of Real Estate (the "Director") to correct minor, technical errors.

4. **TERM:** The term of this Lease shall begin on the date that the City closes on the purchase and sale of Leased Premises from Rocking M. Cattle Co. pursuant to the PSA. (the "Delivery Date"), and it shall terminate on December 31, 2016, unless extended in compliance with the provisions of this paragraph (the "Term"). The Term may be extended for one (1), four (4) month period by written request of Lessee given no later than November 30, 2016 and written confirmation from the Director, which shall not be unreasonably withheld. Lessee shall have the right to terminate the lease upon thirty (30) days prior written notice to City.

5. **RENT:** Rent shall be paid by Lessee monthly to the City on the first business day of each month following the Delivery Date, or to another party as otherwise specified by the City to receive Rents on its behalf. Should the City specify another party to receive Rents, Lessee will be given written notice of such change no less than seven (7) days prior to the next succeeding Rent due date so that Lessee is allowed time sufficient to deliver Rents on or before the due date. Rent payable monthly by Lessee shall be:

Monthly Base Rent	\$1.00
Total Contract Amount	\$ <u>3.00</u> (not including any extensions)

If this Lease expires on a date that is not the last day of the month then the rent shall not be pro-rated.

In addition to the foregoing, at such time that the City Assessor assesses a Possessory Interest or other related tax to the Leased Premises, Lessee shall pay before delinquency any and all taxes, assessments, and other charges levied, assessed or imposed, and which become payable during the Term, upon Lessee's operations, occupancy, or conduct of business at the Leased Premises, resulting from Lessee's occupation or subletting of the Leased Premises, or upon Lessee's equipment, furniture, appliances, trade fixtures, and other personal property of any kind installed or located on the Leased Premises. Such taxes include any Possessory Interest taxes resulting from this Lease or a sublease of the Leased Premises.

6. **USE:** The Leased Premises are to be used and occupied by Lessee solely as cooking oil drop off, storage and distribution of boxed bison meat with ancillary office uses

including the storage of vehicles and equipment, and for no other purpose, unless the Director agrees in writing to another use, which consent shall not be unreasonably withheld. The Lessee shall use the Leased Premises in a careful, safe, and proper manner, and shall not use or permit the Leased Premises to be used for any purpose prohibited by the laws of the United States of America, the State of Colorado, or the Charter, ordinances or Executive Orders of the City and County of Denver. The Lessee shall not commit or suffer to be committed any waste or damage upon the Leased Premises or any nuisance to be created or maintained thereon. The Lessee shall also keep the Leased Premises free and clear from all trash, debris, and waste resulting from its use or the use by its employees, officers, agents, invitees and visitors.

7. **"AS IS" CONDITION:** Lessee acknowledges that it has occupied the Leased Premises as a Tenant the Leased Premises under a lease immediately preceding this Lease. Therefore, Lessee has operated and is familiar with the Leased Premises and its current condition. The Leased Premises are accepted by Lessee in an "AS IS, WHERE IS" condition, with all faults and defects. No additional work will be performed by the City and Lessee hereby accepts the Leased Premises in its as-is condition. The City does not make and disclaims any warranty or representation whatsoever, express or implied, and shall have no obligation or liability whatsoever, express or implied, as to the condition of or any other matter or circumstance affecting the Leased Premises. Lessee acknowledges and agrees that the City has delivered a copy of its building report to Lessee and Lessee acknowledges and agrees that Lessee shall be responsible for the building structural, mechanical, HVAC, plumbing and roof systems.

8. **QUIET ENJOYMENT:** Lessee shall and may peacefully have, hold and enjoy the Leased Premises in its as-is condition, subject to the other terms hereof, provided that Lessee pays the rental herein recited and performs all of Lessee's covenants and agreements herein contained.

9. **ENTRY BY CITY:** Lessee shall permit representatives of the City to enter into and upon the Leased Premises after receiving reasonable prior notice from the City to inspect the same, except in the case of emergencies, in which case the City will attempt to contact Lessee and if the City is unable to contact Lessee and the emergency is imminent, in the City's sole discretion, the City may enter into and upon the Leased Premises without notice, and Lessee shall not be entitled to any abatement or reduction of Rent by reason thereof. City shall not

cause unreasonable interference in the normal course of Lessee's business and Lessee or an authorized employee or agent shall have the right to accompany the City during its inspections.

10. **CARE AND SURRENDER OF THE LEASED PREMISES:** At the termination of this Lease, including any exercised option terms, Lessee shall surrender the Leased Premises to the City and deliver the Leased Premises to the City, in substantially the same condition as existed on the date hereof, reasonable wear and tear excepted. Lessee shall remove all personal property from the Leased Premises without the prior, express written permission of the City. Lessee and City agree that the items set forth on Exhibit B, attached hereto and incorporated herein by this reference, shall be the property of Rock River Ranches LLC. Removal of the Exhibit B personal property shall be the responsibility of Rock River Ranches LLC and is subject to all the terms and conditions contained herein. Lessee's removal of its personal property, shall be subject to Lessee's installation of materials necessary to secure the building to a standard which meets the City's approval. Lessee's indemnity obligations in Section 12 below shall include indemnification for any damages to property or injuries to or death of any person or persons arising out of Lessee's removal of personal property and installation of materials necessary to secure the building as outlined above.

11. **UTILITIES AND MAINTENANCE EXPENSE:** The City shall pay for all water, sewer, gas and electricity, or other utilities or services or fees charged on utilities or other consumables for the Building in which the Premises is located. Lessee shall pay its share of such costs allocable to the Leased Premises. Lessee's allocable share shall be a ratio, the numerator of which shall equal the square footage of the Premises and the denominator of which shall be the total rentable square footage of the building. Lessee shall pay its allocable share all utilities listed above. The Lessee shall be responsible for, and pay for all building's structural, mechanical, plumbing, and roof systems, janitorial service for the Premises, and HVAC system repairs and maintenance required to support Lessee business. Any items paid directly by the City shall be due within thirty (30) days of the date of the City's billing statement. All past due payments shall accrue interest at the rate of twelve (12%) per annum until paid. The City shall be responsible for arranging for, and paying all deposits, fees and charges associated with, (i) water, sewer, gas and electricity (ii) telephone and other communication services to the Leased

Premises, and (iii) trash hauling and any other service provider providing services for the Leased Premises. Lessee shall pay prevailing wages, as set by the City's prevailing wage ordinance (§20-76, DRMC) for any services set forth in the prevailing wage ordinance which may include, but is not limited to such services as janitorial services, interior maintenance, and interior cleaning, and any capital expenses including but not limited to building structural, mechanical, plumbing, roof systems and HVAC system repairs and maintenance required to support Lessee's business. The City will not be liable for any reason for any loss or damage resulting from an interruption of any of these services.

12. **INDEMNITY**: The Lessee shall defend, indemnify, and save harmless the City, its officers, agents and employees from any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, losses, damages, claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including without limitation Workers' Compensation claims, of or by anyone whomsoever, that the City may sustain or on account of injuries to the person or property of the City, its agents or employees or to injuries or death of any other person for any purpose whatsoever, where the injuries arise out of the areas of responsibility of Lessee, or are caused by the negligence or misconduct of the Lessee, the Lessee's agents, employees, subtenants, assignees, or of any other person entering upon the Leased Premises under express or implied invitation of the Lessee or where such injuries are the result of the violation of the provisions of this Lease by any of such persons. This indemnity shall survive the expiration or earlier termination of this Lease. This indemnity clause shall also cover the City's defense costs, in the event that the City, in its sole discretion, elects to provide its own defense. Insurance coverage specified herein constitutes the minimum requirements, and said requirements shall in no way lessen or limit the liability of the Lessee under this Lease. Subject to compliance with the provisions of Section 18, Lessee's Insurance, below, the Lessee shall procure and maintain, at its own expense and cost, any additional kinds and amounts of insurance that it may deem necessary.

13. **LOSS OR DAMAGE**: The City shall not be liable or responsible to Lessee for any loss or damage to any property or person occasioned by theft or fire, natural disasters, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of any

governmental entity other than the City. Likewise, Lessee shall not be liable or responsible to City for any loss or damage to the Leased Premises occasioned by theft, vandalism, fire, natural disasters, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of any governmental entity. In the event of a fire or other casualty in or to the Leased Premises, Lessee shall immediately give notice thereof to City. In case of partial destruction of the Leased Premises by fire, or other casualty, the City at its discretion may either repair the Leased Premises with reasonable dispatch after notice of said partial destruction, or the City may terminate the Lease by written notice to Lessee. If the Leased Premises are made untenable by fire, the elements, or other casualty, or if the building in which the Premises are located is partially destroyed to the point where City, within a reasonable time, decides not to rebuild or repair the Leased Premises, then this Lease shall terminate.

14. **HAZARDOUS SUBSTANCES:** Lessee shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Leased Premises by Lessee, Lessee's agents, employees, contractors, or invitees. If Hazardous Substances are used, stored, generated, or disposed of on or in the Leased Premises, or if the Leased Premises become contaminated in any manner due to the actions or inactions of the Lessee, Lessee shall indemnify and hold harmless the City from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the premises, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant, and expert fees) arising during or after the Lease Term and arising as a result of those actions or inactions by Lessee. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if Lessee causes or permits the presence of any Hazardous Substance on the Leased Premises and that results in contamination, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the Leased Premises to the condition existing prior to the presence of any such Hazardous Substance on the premises. Lessee shall first obtain City's approval for any such remedial action. As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local

government, the State of Colorado, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance" pursuant to state, federal, or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCBs"), and petroleum.

15. **HOLDING OVER:** If after the expiration of the Term and any extensions of the Term of this Lease, Lessee shall remain in possession of the Leased Premises or any part thereof, and continue to pay rent, without any express agreement as to such holding, then such holding over shall be deemed and taken to be a periodic tenancy from month-to-month, subject to all the terms and conditions of this Lease, except for the provisions relating to the period of Lessee's occupancy, and at a rent equivalent to \$12,000.00 per month, which amount shall be payable in advance on the first day of each calendar month thereafter. Such holding over may be terminated by City or Lessee upon ten (10) days' notice. In the event that Lessee fails to surrender the Leased Premises upon termination or expiration of this Lease, or such month-to-month tenancy, then Lessee shall indemnify City against all loss or liability resulting from any delay of Lessee in not surrendering the Leased Premises.

16. **REMEDIES UPON BREACH:** In the event of a breach of this Lease by Lessee, the City may have any one or more of the following described remedies, in addition to all of the rights and remedies provided at law or in equity:

(a) The City may terminate this Lease and forthwith repossess the Leased Premises and be entitled to recover as damages a sum of money equal to the total of (i) the cost of recovering the Leased Premises, including reasonable attorneys' fees; (ii) the unpaid Rent earned at the time of termination, plus interest thereon at the rate of twelve percent (12%) per annum from the due date; (iii) the balance of the Rent for the remainder of the term less any Rents the City receives for the Leased Premises for said period; (iv) damages for the wrongful withholding of the Leased Premises by Lessee; (v) unpaid taxes or assessments and (vi) any other sum of money in damages owed by Lessee to City as a result of its use and occupancy of the Leased Premises.

(b) Before exercising any remedy or right herein or in law or equity, the City shall

supply written notice of such default to the Lessee and provide fifteen (15) days from the date of such notice to cure the noted default.

17. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Lease, the Lessee agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.

18. **LESSEE'S INSURANCE:** From the commencement of this Lease, and at all times throughout the term, Lessee (or its Lessee(s)) shall carry and maintain the following insurance policies. Lessee shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Lessee shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. . Lessee shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Lessee. The Lessee shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

(a) **Workers' Compensation/Employer's Liability Insurance:** Lessee shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims;

(c) **Property Insurance:** Lessee shall provide 100% replacement cost for Lessee's tenant improvements and personal property.

(d) **Commercial General Liability:** Lessee shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Lessee's coverage is to be primary and non-contributory with any coverage or self-insurance maintained by the City. The City and County of Denver, its officers, officials and employees shall be included as additional insureds.

(f) **Waiver of Subrogation and Rights of Recovery against the City, its officers, officials and employees for all coverages required;**

(g) **The certificates evidencing the existence of the above policy or policies, all in such form as the City's Risk Management Office may require, are to be provided to the City upon execution of this Lease. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Lessee's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.**

Lessee understands and acknowledges that the City does not provide any insurance coverage for any property of the Lessee, its agents, employees or assignees located in the Leased Premises and Lessee acknowledges and agrees that the Lessee, its agents, employees and

assignees have no claims, and specifically waive any and all claims they may have, against the City for any damage or loss of personal property and belongings of Lessee, its agents, employees or assignees in the Leased Premises.

19. **VENUE, GOVERNING LAW:** This Lease shall be construed and enforced in accordance with the laws of the State of Colorado, without regard to the choice of law thereof, and the Charter and Revised Municipal Code of the City and County of Denver. Venue for any legal action relating to this Lease shall lie in the State District Court in and for the City and County of Denver, Colorado.

20. **ASSIGNMENT AND RIGHT TO SUBLEASE:** The Lessee shall not assign or transfer its rights under this Lease, or sublet the Leased Premises without first obtaining the written consent of the Director, whose consent may be withheld in the Director's sole and absolute discretion.

21. **NO SALE OR ADVERTISING OF TOBACCO PRODUCTS:** The Lessee, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order No. 13, which prohibits the sale or advertisement of tobacco products on City owned property and in facilities owned or operated or controlled by the City and County of Denver. "Sale" includes promotional distribution, whether for consideration or not, as well as commercial transactions for consideration. "Advertising" includes the display of commercial and noncommercial promotion of the purchase or use of tobacco products through any medium whatsoever, but does not include any advertising and sponsoring which is a part of a performance or show or any event displayed or held in City facilities.

22. **EXAMINATION OF RECORDS:** The Lessee agrees that any duly authorized representative of the City shall, until the expiration of three (3) years after final payment under this Lease, have access to and the right to examine any directly pertinent books, documents, and records of the Lessee involving matters directly related to this Lease.

23. **AMENDMENT:** No alteration, amendment or modification of this Lease shall be valid unless evidenced by a written instrument executed by the parties hereto with the same formality as this Lease; however, the Director shall have the authority to execute agreements which make technical, minor, or non-substantive changes to this Lease. The failure of either party hereto to insist in any one or more instances upon the strict compliance or performance of

any of the covenants, agreements, terms, provisions or conditions of this Lease, shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision or condition, but the same shall remain in full force and effect.

24. **SEVERABILITY**: If any portion of this Lease is determined by a court to be unenforceable for any reason, the remainder of the Lease remains in full force and effect.

25. **BINDING EFFECT**: This Lease when executed and when effective, shall inure to the benefit of and be binding upon the successors in interest or the legal representative of the respective parties hereto.

26. **THIRD PARTIES**: This Lease does not, and shall not be deemed or construed to, confer upon or grant to any third party or parties any right to claim damages or to bring any suit, action or other proceeding against the parties hereto because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

27. **NOTICES**: All notices hereunder shall be given to the following by hand delivery or by certified mail, return receipt requested:

To the City:	Director of Real Estate 201 W. Colfax Ave., Dept. 1010 Denver, CO 80204
With copies to:	Denver City Attorney's Office 201 W. Colfax, Department 1207 Denver, Colorado 80202
To Lessee:	Great West Bio Fuels, LLC 5380 N. Franklin St. Denver, Colorado 80216
	Rock River Ranches LLC 5320 N. Franklin St. Denver, Colorado 80216

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons to receive such notices. The effective date of service of any such notice shall be the date such notice is deposited in the mail or hand-delivered to the Party.

28. **ENTIRE AGREEMENT**: The parties acknowledge and agree that the provisions contained herein and Exhibits hereto constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included

herein are null and void and of no effect.

29. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any performance hereunder constitute or be construed to be a waiver by any party of or any breach of covenant or condition or of any default which may then exist. The rendering of any such performance when any breach or default exists shall in no way impair or prejudice any right or remedy available with respect to such breach or default. Further, no assent, expressed or implied, to any breach of any one or more covenants, provisions, or conditions of the Lease shall be deemed or taken to be a waiver of any other default or breach.

30. **NO PERSONAL LIABILITY:** No elected official, director, officer, agent or employee of the City, nor any director, officer, employee or personal representative of Lessee shall be charged personally or held contractually liable by or to the other party under any term or provision of this Lease or because of any breach thereof or because of its or their execution, approval or attempted execution of this Lease.

31. **CONFLICT OF INTEREST BY CITY OFFICER:** Lessee represents that to the best of its information and belief, no officer or employee of the City is either directly or indirectly a party or in any manner interested in this Lease, except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

32. **APPROPRIATION:** All obligations of the City under and pursuant to this Lease are subject to prior appropriation of monies expressly made by the City Council for the purposes of this Lease and paid into the Treasury of the City.

33. **AUTHORITY TO EXECUTE:** Lessee represents that the persons who have affixed their signatures hereto have all necessary and sufficient authority to bind Lessee.

34. **PARAGRAPH HEADINGS:** The paragraph headings are inserted only as a matter of convenience and for reference and in no way are intended to be a part of this Lease or to define, limit or describe the scope or intent of this Lease or the particular paragraphs to which they refer.

35. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Lessee consents to the use of electronic signatures by the City. The Lease, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of the Lease solely because it is in electronic form or because an electronic record was used in its formation. The

parties agree not to object to the admissibility of the Lease in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

36. **COUNTERPARTS**: This Lease may be executed in counterparts, and such counterparts together shall constitute but one original of the Lease. This Lease may be executed and delivered by a party by electronic means or email transmission, which transmission copy shall be considered an original and shall be binding and enforceable against such party.

IN WITNESS WHEREOF, the parties have executed and affixed their seals, if any, at Denver, Colorado as of: _____.

ATTEST:

CITY AND COUNTY OF DENVER

By: _____
Debra Johnson,
Clerk and Recorder, Ex-Officio Clerk
of the City and County of Denver

By: _____
Michael B. Hancock, Mayor

APPROVED AS TO FORM:
Denver City Attorney

REGISTERED AND COUNTERSIGNED:

By: _____
Assistant City Attorney

By: _____
Chief Financial Officer

By: _____
Timothy O'Brien, Auditor

"CITY"

Contract Control Number: _____

Lessee's Name:

Great West Bio Fuels, LLC
a Colorado limited liability company

By: Rex R Moore

Name: Rex R Moore
(please print)

Date: 9-9-16

Rock River Ranches LLC,
a Colorado limited liability company

By: Rex R Moore

Name: ~~REX R MOORE~~ REX R MOORE
(please print)

Date: 9-9-16

Exhibit A

Form of Termination of Lease

THIS LEASE TERMINATION AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 20____, by and between Rocking M. Cattle Co., an Idaho limited partnership (hereinafter referred to as the "Landlord"), and Great West Bio Fuels, LLC, a Colorado limited liability company (hereinafter referred to as the "Tenant").

RECITALS

WHEREAS, Landlord and Tenant entered into that certain Industrial Building Lease dated January 1, 2015, ("Lease"), with respect to the premises described hereafter comprising of approximately 15,000 square feet, more or less, of real property located at 5300 N. Franklin Street, Denver, CO ("Premises"); and,

WHEREAS, Tenant desires to terminate the Lease in order to be relieved of all liability for future rentals thereunder, and Landlord has agreed to terminate the Lease and release Tenant in accordance with the terms thereof.

WHEREAS, simultaneously herewith, Tenant will enter into a new lease agreement with the City and County of Denver who has purchased the property containing the Premises from Landlord.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the covenants for the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. The parties hereto hereby acknowledge, confirm and agree that the foregoing recitals are true.**
- 2. Effective as of _____, 2016 ("Termination Date"), the Tenant hereby surrenders the Lease and the Premises leased to Tenant, and all rights thereunder, with the intent that the unexpired residue of the Term of the Lease and any renewals shall be merged and extinguished in the reversion to the Landlord; and the Tenant hereby releases, as of the Termination Date, all of its right, title and interest in, and in respect of, the Lease and the Premises. Tenant covenants, agrees and represents that it shall have no further right to possession of the Premises from and after the Termination Date.**
- 3. The Tenant covenants and agrees that it has good right, full power and authority to enter into this Agreement and surrender the Lease and the Premises in the manner aforesaid, and that, as of the Termination Date, it had not and, as of the date hereof, it has not executed any other instruments, deeds, or other documents pursuant to which the Lease and the unexpired residue of the term thereof, including any renewals, shall in any way be charged, encumbered, transferred, or assigned.**
- 4. In consideration of such early termination as contemplated hereunder, Tenant shall receive as part of the closing of the sale of the property containing the Premises from Landlord to the City and County of Denver, simultaneously with the delivery of three (3) fully executed originals of this Agreement, a termination fee in the form of a check**

funded by the City and County of Denver the amount of Ten Dollars (\$10.00) (the "Termination Fee"). The Termination Fee is consideration for such early termination of the Lease.

5. **Security Deposit.** On or after the Termination Date, Landlord shall return the Security Deposit to Tenant.
6. **Condition of Premises.** Tenant shall leave the Premises and all alterations, additions and improvements thereto in such condition as is required by the Lease.
7. **Commissions.** No commissions shall be due or owed as a result of this Lease Termination Agreement.
8. **Reconciliation.** No reconciliation of costs will be performed and Tenant waives any rights to perform any audits or to claim any amounts which would be due or owing from any reconciliation.
9. **Release.** Subject to the terms and conditions hereof and except for any obligations of Tenant which under the terms of the Lease survive surrender or any obligations of Tenant which accrued prior to the Termination Date relative to the Premises, each party on behalf of itself, and its successors and assigns, releases the other from any and all of its rights and obligations with respect to the Premises and the Lease, and any written or oral modification thereof as of the Termination Date.
10. The effect of this Agreement is that the Termination Date is the expiration of the Lease Term, and Landlord and Tenant shall be relieved of all obligations accruing under the Lease.
11. As of the Termination Date, the Tenant confirms and represents that it does not have any claims against the Landlord in respect of any default or obligation of the Landlord pursuant to the terms of the Lease or otherwise, that the Landlord does not hold any deposits of any nature against which the Tenant has a claim now or against which the Tenant may have a claim in the future (except as otherwise set forth herein), and that the Tenant has not permitted any mechanics' lien to be attached to its interest in the Premises.
12. This Agreement shall be binding upon and inure to the benefit of Landlord and Tenant and their respective successors and assigns.
13. All capitalized terms used but not defined herein which are defined in the Lease shall have the same meaning herein as in the Lease.

IN WITNESS WHEREOF, the parties hereto have signed this Lease Termination Agreement as of the day and year first above written.

LANDLORD:

Rocking M Cattle Co,
an Idaho corporation

By: _____
Name: _____
Title: _____

TENANT:

Great West Bio Fuels, LLC
a Colorado limited liability company

By: Rex R Moore
Name: Rex R Moore
Title: OWNER

THIS LEASE TERMINATION AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 20____, by and between Rocking M. Cattle Co., an Idaho limited partnership (hereinafter referred to as the "Landlord"), and Rock River Ranches LLC, a Colorado limited liability company (hereinafter referred to as the "Tenant").

RECITALS

WHEREAS, Landlord and Tenant entered into that certain Industrial Building Lease dated January 1, 2015. ("Lease"), with respect to the premises described hereafter comprising of approximately 15,000 square feet, more or less, of real property located at 5300 N. Franklin Street, Denver, CO ("Premises"); and,

WHEREAS, Tenant desires to terminate the Lease in order to be relieved of all liability for future rentals thereunder, and Landlord has agreed to terminate the Lease and release Tenant in accordance with the terms thereof.

WHEREAS, simultaneously herewith, Tenant will enter into a new lease agreement with the City and County of Denver who has purchased the property containing the Premises from Landlord.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the covenants for the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

5. The parties hereto hereby acknowledge, confirm and agree that the foregoing recitals are true.
6. Effective as of _____, 2016 ("Termination Date"), the Tenant hereby surrenders the Lease and the Premises leased to Tenant, and all rights thereunder, with the intent that the unexpired residue of the Term of the Lease and any renewals shall be merged and extinguished in the reversion to the Landlord; and the Tenant hereby releases, as of the Termination Date, all of its right, title and interest in, and in respect of, the Lease and the Premises. Tenant covenants, agrees and represents that it shall have no further right to possession of the Premises from and after the Termination Date.
7. The Tenant covenants and agrees that it has good right, full power and authority to enter into this Agreement and surrender the Lease and the Premises in the manner aforesaid, and that, as of the Termination Date, it had not and, as of the date hereof, it has not executed any other instruments, deeds, or other documents pursuant to which the Lease and the unexpired residue of the term thereof, including any renewals, shall in any way be charged, encumbered, transferred, or assigned.
8. In consideration of such early termination as contemplated hereunder, Tenant shall receive as part of the closing of the sale of the property containing the Premises from Landlord to the City and County of Denver, simultaneously with the delivery of three (3) fully executed originals of this Agreement, a termination fee in the form of a check funded by the City and County of Denver the amount of Ten Dollars (\$10.00) (the "Termination Fee"). The Termination Fee is consideration for such early termination of the Lease.

5. **Security Deposit.** On or after the Termination Date, Landlord shall return the Security Deposit to Tenant.
6. **Condition of Premises.** Tenant shall leave the Premises and all alterations, additions and improvements thereto in such condition as is required by the Lease.
7. **Commissions.** No commissions shall be due or owed as a result of this Lease Termination Agreement.
8. **Reconciliation.** No reconciliation of costs will be performed and Tenant waives any rights to perform any audits or to claim any amounts which would be due or owing from any reconciliation.
9. **Release.** Subject to the terms and conditions hereof and except for any obligations of Tenant which under the terms of the Lease survive surrender or any obligations of Tenant which accrued prior to the Termination Date relative to the Premises, each party on behalf of itself, and its successors and assigns, releases the other from any and all of its rights and obligations with respect to the Premises and the Lease, and any written or oral modification thereof as of the Termination Date.
10. The effect of this Agreement is that the Termination Date is the expiration of the Lease Term, and Landlord and Tenant shall be relieved of all obligations accruing under the Lease.
11. As of the Termination Date, the Tenant confirms and represents that it does not have any claims against the Landlord in respect of any default or obligation of the Landlord pursuant to the terms of the Lease or otherwise, that the Landlord does not hold any deposits of any nature against which the Tenant has a claim now or against which the Tenant may have a claim in the future (except as otherwise set forth herein), and that the Tenant has not permitted any mechanics' lien to be attached to its interest in the Premises.
12. This Agreement shall be binding upon and inure to the benefit of Landlord and Tenant and their respective successors and assigns.
13. All capitalized terms used but not defined herein which are defined in the Lease shall have the same meaning herein as in the Lease.

IN WITNESS WHEREOF, the parties hereto have signed this Lease Termination Agreement as of the day and year first above written.

LANDLORD:

Rocking M Cattle Co.
an Idaho corporation

By: _____
Name: _____
Title: _____

TENANT:

Rock River Ranches LLC,
a Colorado limited liability company


By: 
Name: Rex R Haskie
Title: owner

Exhibit B

**Rock River Ranches
Equipment list for Early Termination of
Building Lease**

The following is a list of items, equipment or property assets that Rock River Ranches will be allowed to take from the building as a partial early termination buyout of its current building lease. Rock River Ranches will not take out any equipment early that would hinder meat production operations of Boulder Natural Meats and BB Farms. Rock River has 30 days to remove equipment after BNM and BBF cease and move operations to another location

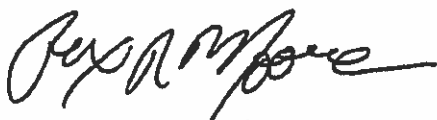
1. All cooler and refrigeration systems in the basement that are installed, not installed, operational, not operational. There are 7 total systems in the basement (4 are in active use now).
2. Electrical panels BSM#1 & #4
3. 2 – 460 volt transformers in the basement.
4. All of the equipment, wiring and pipes in the boiler room, including the boiler, holding tank, 2 pre-heaters, and 2 high pressure pumps.
5. All galvanized pallet racking on the main floor of the building in use by BNM and BBF.
6. Any and all basement refrigeration sliding or hinged doors installed or not installed. There is 7 or 8 total.
7. Both Front gate electronic openers.
8. 2 metal dock levelers or plate on the South docks in BBF's space.
9. Rock River may take any additional remaining equipment or parts of the building after BNM and BBF have left.

Rock River Ranches

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9-9-16