COLORADO STATE BOARD OF LAND COMMISSIONERS COLLATERAL INTEREST RIDER

| LEASE NUMBER | | |
|-------------------------------------|----------|---|
| LESSEE | | |
| ASSIGNEE | | |
| ASSIGNEE ADDRESS | | |
| ASSIGNEE TELEPHONE NUMBER | | |
| SECURITY LOAN AMOUNT | \$ | |
| DEED OF TRUST DATE | | |
| COUNTY CLERK | | |
| BOOK | | |
| PAGE/RECEPTION NUMBER | | |
| AMOUNT APPLICABLE TO LEASE WITH THE | | |
| STATE BOARD OF LAND COMMISSIONERS | \$ OR | % |
| | | |

The Lessee, as the holder of this Lease from the State Board of Land Commissioners (State Land Board), hereby grants to the Assignee a collateral interest in this Lease subject to approval by the State Land Board. The collateral interest is made as security for a loan made by the Assignee to the Lessee as reflected in the Deed of Trust and recorded with the County Clerk in the book and page/reception number listed above. Of the secured amount, the amount applicable specifically to the Lease administered by the State Land Board is identified above and is the only portion of the secured amount collateralized by this Rider.

The Assignee may apply to perfect this collateral interest into an assignment of the Lease upon any of the following events:

- 1. A deed granting to Assignee ownership of the lands covered by the Deed of Trust and/or ownership of the Lease; or
- 2. Written consent by Lessee to assign the Lease to Assignee; or
- 3. Assignee's cure of Lessee's default under the Lease, but only after the State Land Board has notified Lessee and Assignee of its decision to terminate the Lease because of the default and Lessee has first failed to exercise its rights to cure it. In the event of such default and failure to cure by Lessee, Assignee shall have 15 days beyond Lessee's opportunity to cure in which to exercise for itself Lessee's right to cure the default.

Application for an assignment must be submitted on a form prescribed by the State Land Board, together with written certification that the Lessee has been served personally, or by certified mail at Lessee's last known address as it appears in the files of the State Land Board, with a copy of Assignee's request for the Lease assignment.

Neither the Lease nor this collateral interest can be otherwise or further assigned, sold, transferred, encumbered by foreclosure or otherwise, except to the Assignee as permitted above or by the Lease. After the Lease is assigned to the Assignee, the Assignee may not assign, sell, transfer, sub-lease or encumber the Lease without the express written permission of the State Land Board.

This collateral interest shall not extend beyond the term of, or grant any right of renewal of the Lease. Assignee's rights under this Rider and the Lease shall be subject to all terms of the Lease.

This Collateral Interest Rider shall terminate upon expiration of the Lease or upon the release of the Deed of Trust, whichever occurs first.

LESSEE TO SUBMIT:

- 1. Completed Collateral Interest Rider form in Triplicate
- 2. Copy of the Deed of Trust
- 3. Two checks made payable to the State Board of Land Commissioners
 - a. One check for the non-refundable Application Fee of \$100
 - b. One check for the Consideration Fee (2% of the annual rent)

| GRANTED: | | | | |
|-----------------|-------------------|---------------------|-------------------|--|
| - | LESSEE | | DATE | |
| | | | | |
| ACCEPTED: | | | | |
| - | ASSIGNEE | | DATE | |
| | | | | |
| APPROVED: | | | | |
| | STATE LAND BOARD | | DATE | |
| | | OFFICE USE ONLY | | |
| | | | | |
| Collateral Reco | rded | Collateral Released | | |
| | Date and Initials | | Date and Initials | |
| RDR COLL 030 | 99 | | | |