

ACCESS AND UTILITY EASEMENT OPTION AGREEMENT

This ACCESS AND UTILITY EASEMENT OPTION AGREEMENT (“**Option Agreement**”) is made and entered into as of the 20th day of August, 2020 (“**Execution Date**”), between **Patrick Lawrence Barenberg** (“**Optionor**”) and **Hunter Solar, LLC**, a Colorado limited liability company (“**Optionee**”).

WHEREAS, Optionor is the owner of that certain real property located in Bennett, County of Arapahoe, State of Colorado, having Tax Parcel Number 2067-00-0-00-193 (the “**Property**”); and

WHEREAS, Optionor desires to grant to Optionee the right and option to acquire an easement on, along, over, under, across and through a portion of the Property, upon the terms and conditions of, and as more particularly described in, this Option Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, and for the other consideration referenced herein, the parties hereto agree as follows:

1. Grant of Option.

1.1 For the consideration and subject to the terms and conditions set forth herein, Optionor hereby grants to Optionee the right and option (the “**Option**”) to acquire an exclusive easement (the “**Easement**”) on, over, under and across a portion of the Property (such portion of the Property, the “**Easement Area**”), which Easement Area is approximately depicted on Exhibit A attached hereto and made a part hereof, for (a) vehicular and pedestrian access, which vehicular access shall include trucks and other heavy construction equipment, ingress and egress, including, without limitation, the right to install, improve, construct, reconstruct, replace, remove, maintain, and utilize from time to time the following: streets, roads, pavement, gravel, culverts, bridges, fences, gates and other access improvements, fixtures and facilities for use in connection with said vehicular and pedestrian access, ingress and egress rights (collectively, the “**Access Improvements**”), and (b) the installation, improvement, construction, reconstruction, replacement, removal, maintenance, operation, and utilization from time to time of the following: underground and/or above-ground wires, cables and equipment for the transmission of electrical energy and/or for communication purposes, and all necessary and proper poles, structures, foundations, footings, guy wires, anchors, cross arms and other appliances, fixtures and facilities for use in connection with said wires, cables and equipment on, along, over, under and across the Easement Area (collectively, the “**Utility Improvements**”, and together with the Access Improvements, collectively, the “**Improvements**”).

1.2 Optionor and Optionee agree as follows: (a) the exact size, shape, width and location of the Easement Area has not yet been determined, and the depiction shown in Exhibit A attached hereto is an approximation only and is subject to change, (b) the exact size, shape, width and location of the Easement Area will depend on the Optionee's final design of the Utility Improvements, the connection of the Utility Improvements to facilities on other properties,

and other factors, and (c) as the design of Utility Improvements is finalized by Optionee, Optionee will more specifically describe the portions of the Property required for the Utility Improvements and prepare a legal description of the Easement Area, which legal description shall be included in the Executable Easement Agreement (as defined below) to be executed and recorded pursuant to Section 5 below.

2. For the consideration and subject to the terms and conditions set forth herein, Optionor hereby grants to Optionee the right and option (the “**Option**”) to acquire an exclusive easement (the “**Easement**”) on, over, under and across a portion of the Property upon the terms and conditions set forth in the Easement Agreement (as hereinafter defined).

3. Option Term; Consideration.

3.1 The term of the Option shall commence upon the Execution Date and terminate on the last day of the twenty-fourth (24th) full calendar month following the Execution Date (the “**Option Term**”). Within thirty (30) days after the Execution Date, Optionee shall deliver the sum of [REDACTED] to Optionor as consideration for the Option Term (“**Option Consideration**”).

3.2 Optionee may terminate this Option Agreement in its sole discretion without penalty at any time by providing written notice of such termination to Optionor (“**Termination Notice**”) and upon such termination Optionor shall retain the Option Consideration paid prior to such time. Except for any provision hereof which expressly survives the termination of this Option Agreement, this Option Agreement shall terminate and be of no further force and effect upon the occurrence of either (i) Optionee’s delivery of a Termination Notice, (ii) Optionee’s exercise of the Option and the mutual execution and delivery of the Easement Agreement by Optionor and Optionee, or (iii) if Optionee does not deliver a Termination Notice or exercise the Option within the Option Term.

4. Access; Cooperation. Optionee (and its agents, employees, contractors and representatives) shall be permitted access to the Property at reasonable times and upon reasonable notice to Optionor for purposes of conducting (at Optionee’s expense) any and all investigations or testing of the Property as Optionee may deem necessary, appropriate or convenient, including without limitation, the surveying or investigation of environmental, topographical, biological, cultural, historical, boundary or geotechnical matters. Optionor agrees to reasonably assist Optionee (at Optionee’s expense) to secure all permits or other entitlements necessary for Optionee to construct and operate the Improvements and to maintain compliance with any federal, state, county or municipal laws, rules or ordinances, including, but not limited to, the execution of a Letter of Authorization enabling Optionee to begin the county permitting and entitlement process. Optionor shall fully support and cooperate with Optionee in order to comply with any requirements of Optionee pursuant to such existing or hereinafter enacted laws.

5. Easement Agreement. The form of agreement by which Optionee may obtain the Easement shall be in the form of Exhibit B attached hereto (“**Easement Agreement**”).

6. Exercise; Remedies.

6.1 If Optionee exercises the Option, Optionee shall provide written notice of exercise to Optionor (an “**Exercise Notice**”). At any time after Optionee has delivered the Exercise Notice, Optionee shall complete any missing schedules and exhibits to be attached to the Easement Agreement and any other missing information therefrom and deliver to Optionor the final version of the Easement Agreement (the “**Executable Easement Agreement**”). Within two (2) business days after receipt of the Executable Easement Agreement, each party shall execute the Executable Easement Agreement in front of a notary, Optionor will deliver its executed counterpart to Optionee, and Optionee shall combine Optionor’s executed counterpart with Optionee’s executed counterpart and submit the fully executed easement agreement for recordation in the land records of the county in which the Property is located. Optionor will also deliver such affidavits, indemnities and other documentation as may be reasonably necessary to ensure that Optionee’s title insurance company can issue title insurance policies providing the coverages required by Optionee. If the Easement Agreement is executed and recorded, then Optionee shall pay to Optionor a lump sum easement consideration fee that is the greater of: (i) [REDACTED]

[REDACTED]. The Option Consideration shall be credited toward the payment due under this Section 6.1.

6.2 If Optionor fails to timely deliver the executed originals of the Executable Easement Agreement as set forth in Section 5.1 above, or if Optionor breaches any other term, provision, representation or warranty contained in this Option Agreement, then, Optionee may seek the specific performance of this Option Agreement or pursue any other remedy available at law or in equity, which remedies shall include, without limitation, a refund of the Option Consideration paid by Optionee to Optionor.

6.3 After making any tests and inspections of the Property or Easement Area, Optionee shall repair any damage to the Property or Easement Area caused by such tests or inspections, returning the Easement Area to the same or substantially similar condition that existed prior to any such tests and inspections (which obligation shall survive the expiration or earlier termination of this Option Agreement).

7. Representations and Warranties.

7.1 Optionor hereby represents to Optionee the matters set forth below and states that these representations and warranties are true and correct as of the Execution Date and again as of the date that the Executable Easement Agreement is executed:

(a) Ownership; No Conflict. Optionor is the sole owner of fee simple, marketable title to the Property. Neither the execution and delivery of this Option Agreement by Optionor, nor performance of any of its obligations hereunder, nor consummation of the transactions contemplated hereby, conflict with, result in a breach of, or constitute a default under, the terms and conditions of the organizational documents pursuant to which Optionor was organized (as applicable), or any indenture, agreement,

undertaking, instrument or document to which Optionor is a party or is bound, or any order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over Optionor.

(b) No Bankruptcy Proceedings. Optionor has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Optionor's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Optionor's assets, or (iv) suffered the attachment or other judicial seizure of all or substantially all of Optionor's assets.

(c) Violations of Laws. Optionor has not received any written notices of any material violations of any laws, ordinances, orders, rules, regulations or requirements of any governmental authority, agency or officer having jurisdiction against or affecting the Property, which have not previously been complied with.

(d) Litigation. There are no actions, investigations, suits or proceedings pending against Optionor or threatened against Optionor that have or may have a material adverse effect on the Easement, or the ownership or use thereof, and there are no judgments, orders, awards or decrees currently in effect against Optionor with respect to the ownership or use of the Property which have not been fully discharged prior to the Execution Date.

(e) Non-Foreign Person. Optionor is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and any related regulations.

8. Notices. All notices, consents, requests, reports, demands or other communications hereunder (collectively, "**Notices**") shall be in writing and may be given personally, by reputable overnight delivery service or by email transmission to each of the parties at the following addresses:

Optionor: Mr. Patrick L. Barenberg
4829 S. County Road 129
Bennett, CO 80102

Optionee: Hunter Solar, LLC
c/o DE Shaw Renewable Investments
1166 Avenue of the Americas, 9th Floor
New York, NY 10036

or to such other address or such other person as the addressee party shall have last designated by written notice to the other party. Notices given by email transmission shall be deemed to be delivered as of the date and time when transmission and receipt of such email is confirmed; and all other Notices shall have been deemed to have been delivered on the date of delivery or refusal.

9. Memorandum of Option. Concurrently with the execution of this Option Agreement, Optionor and Optionee shall execute a Memorandum of Option Agreement in the form attached hereto as Exhibit C and cause it to be notarized and recorded in the land records of the County and State in which the Property is located.

10. Default. The failure by a party hereto to perform its obligations under this Option Agreement, if not remedied within thirty (30) calendar days of written notice of such failure from the other party, or if such failure is not capable of being remedied within thirty (30) days, remedial action is not commenced within such thirty (30) day period and thereafter diligently pursued, shall constitute a default hereunder (a “**Default**”). Following an event of Default, the non-defaulting party may pursue any available remedies at law or in equity.

11. Subordination; Non-Disturbance Agreement. Upon Optionee’s request, Optionor shall use commercially reasonable efforts to cause any current beneficiaries of any mortgages/deeds of trust, or any other parties with rights in, or interests secured by Optionor’s interest in, the Property, to execute an instrument subordinating said party’s interest to the interest of Optionor in this Option Agreement and the Easement Agreement. In the event any such party refuses to execute a subordination instrument, Optionor shall execute, and shall use commercially reasonable efforts to cause any such party to enter into an agreement with Optionee confirming that such party will not disturb or extinguish Optionee’s interest in the Property, this Option Agreement or the Easement Agreement. Such agreement shall be in form and substance reasonably agreeable to Optionee and any Financing Party (defined in Section 9(a) of the Easement Agreement). If Optionor and Optionee are unable to obtain such agreements from any third party holding an interest in the Property, Optionee shall be entitled (but not obligated) to make payments or performance in fulfillment of Optionor’s obligations to such third party and may offset the amount of such payments or performance from amounts due Optionor under this Option Agreement.

12. General Provisions.

12.1 Governing Law. This Option Agreement and the legal relations between the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of Colorado, without regard to its principles of conflicts of law.

12.2 Entire Option Agreement. This Option Agreement, including the exhibits and schedules attached hereto, constitutes the entire agreement between Optionee and Optionor pertaining to the subject matter hereof and supersedes all prior agreements, understandings, letters of intent, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements, express or implied, made to either party by the other party in connection with the subject matter hereof except as specifically set forth herein or in the documents delivered pursuant hereto or in connection herewith.

12.3 Modifications; Waiver. No supplement, modification, waiver or termination of this Option Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Option Agreement shall be deemed or shall

constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

12.4 Contracts. Following the Execution Date, Optionor shall not enter into any new lease, contract or agreement affecting the Easement or any amendment thereto without Optionee's prior approval, not to be unreasonably withheld.

12.5 Successors and Assigns; Third Parties. All of the rights, duties, benefits, liabilities and obligations of the parties shall run with the land and burden the Property, and shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. Except as specifically set forth or referred to herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this Option Agreement.

12.6 Counterparts. This Option Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

12.7 Exhibits. All exhibits attached hereto are hereby incorporated by reference as though set out in full herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Option Agreement as of the date and year first above written.

OPTIONOR:

By: Patrick L. Barenberg
Name: Patrick L. Barenberg

OPTIONEE:

Hunter Solar, LLC,
a Colorado limited liability company

By: [Signature]
Name: Drew J. Millinger
Title: Authorized Signatory

EXHIBIT A

EASEMENT AREA

EXHIBIT _____

SHEET 1 OF 3

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 63 WEST OF THE 6TH P.M., ALSO BEING THE NORTHERLY 75.00 FEET OF PARCEL 6 AS DESCRIBED IN DEED RECORDED AT RECEPTION NUMBER A6086167 ON JULY 5, 1996 (EXCEPT PORTION LYING WITHIN BRICK-CENTER ROAD) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 6, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE FOR BRICK-CENTER ROAD, ALSO BEING 30.00 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST 1/4 FROM WHICH THE NORTHWEST CORNER OF SAID PARCEL 6 BEARS S89°36'47"W MONUMENTED BY FOUND #4 REBARS AND 1.5" YELLOW PLASTIC CAPS STAMPED "ODOR PE & PLS 13895" AND BEING THE BASIS OF BEARINGS FOR ALL LINES DESCRIBED HEREIN,

THENCE ON SAID WESTERLY RIGHT-OF-WAY AND ON A LINE 30.00 FEET WEST AND PARALLEL TO THE EAST LINE OF SAID SOUTHEAST 1/4, S00°43'07"W, A DISTANCE OF 75.01 FEET;

THENCE ON A LINE 75.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID PARCEL 6, S89°36'47"W, A DISTANCE OF 2592.24 FEET;

THENCE ON THE WEST LINE OF SAID PARCEL 6, N00°38'08"E, A DISTANCE OF 75.01 FEET;

THENCE ON THE NORTH LINE OF SAID PARCEL 6, N89°36'47"E, A DISTANCE OF 2592.35 FEET TO THE POINT OF BEGINNING, CONTAINING 4.46 ACRES, MORE OR LESS.



ROBERT E. HARRIS
COLORADO P.L.S. 37601
FOR & ON BEHALF OF
GILLIANS LAND CONSULTANTS

Gillians

GILLIANS LAND CONSULTANTS
P.O. BOX 746358
ARVADA, CO 80006-6358
303-972-6640 www.gillianslc.com

JOB NO.: 20021.10
DRAWN: HAR
ISSUE DATE: 6-12-2020
FILE: BARENBERG

EXHIBIT _____

SHEET 2 OF 3

GILLIANS LAND CONSULTANTS RELIED UPON FIDELITY NATIONAL TITLE INSURANCE COMPANY TITLE REPORT NO. N0027591-010-TO2-ES, EFFECTIVE DATE MAY 27, 2020 AT 8:00 A.M. FOR THE FOLLOWING TITLE RESEARCH:

SCHEDULE B - SECTION 2 EXCEPTIONS, **UNDERLINED NUMBERS** CORRESPOND WITH EXCEPTION NUMBER AND SURVEYOR'S NOTE CONCERNING EACH EXCEPTION ADDRESSED. ITEMS 1 THROUGH 7 ARE GENERAL EXCEPTIONS AND NOT ASSOCIATED WITH RECORDED DOCUMENTS.

8. RESERVATIONS CONTAINED IN THE PATENT:

FROM: THE UNITED STATES OF AMERICA

TO: CARRIE B. RYAN

RECORDING DATE: APRIL 5, 1911

RECORDING NO.: COD 0004804, BLM RECORDS

WHICH AMONG OTHER THINGS RECITES AS FOLLOWS: A RIGHT OF WAY THEREON FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES OF AMERICA. **PATENT RESERVES RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, NO EXISTING DITCHES OR CANALS WERE OBSERVED IN THE EASEMENT AREA.**

9. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE LETTER CONCERNING THE PRAIRIE FALCON PARKWAY EXPRESS AS SET FORTH BELOW:

RECORDING DATE: JANUARY 10, 2007

RECORDING NO.: RECEPTION NO. B7004460

DOCUMENT IS TO NOTIFY LAND OWNERS OF STUDY AREA, NOT PLOTTABLE.

10. AN OIL AND GAS LEASE FOR THE TERM THEREIN PROVIDED WITH CERTAIN COVENANTS, CONDITIONS AND PROVISIONS, TOGETHER WITH EASEMENTS, IF ANY, AS SET FORTH THEREIN, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

RECORDING DATE: NOVEMBER 9, 2010

RECORDING NO.: RECEPTION NO. D0115534

DOCUMENT IS LEASE ON PARCELS 6 AND 7, LOCATION NOT SPECIFICALLY DESCRIBED AND IS NOT PLOTTABLE.

11. AN OIL AND GAS LEASE FOR THE TERM THEREIN PROVIDED WITH CERTAIN COVENANTS, CONDITIONS AND PROVISIONS, TOGETHER WITH EASEMENTS, IF ANY, AS SET FORTH THEREIN, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

RECORDING DATE: OCTOBER 14, 2016

RECORDING NO.: RECEPTION NO. D6117369

DOCUMENT IS LEASE ON PARCELS 6 AND 7, LOCATION NOT SPECIFICALLY DESCRIBED AND IS NOT PLOTTABLE.

Gillians

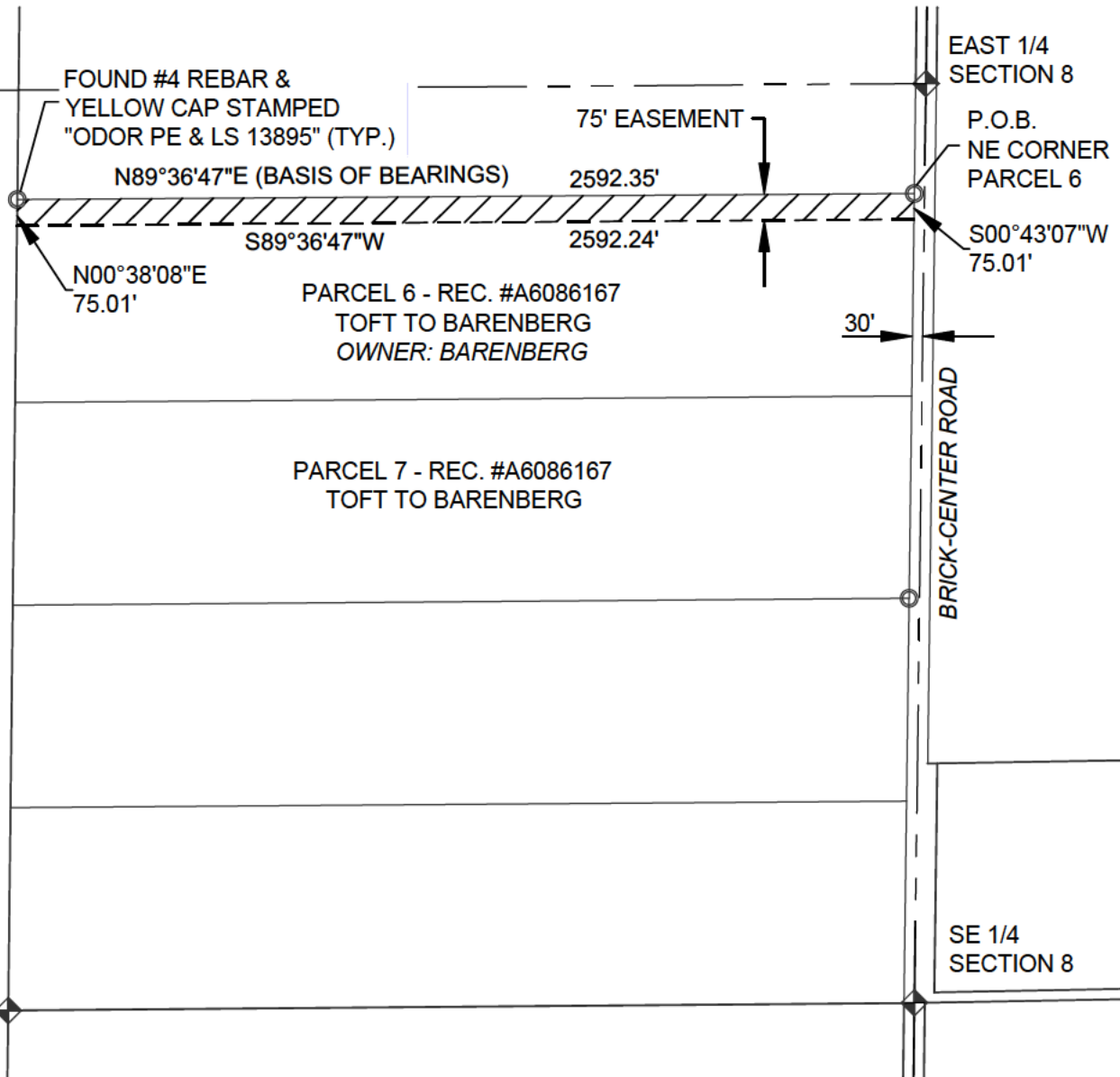
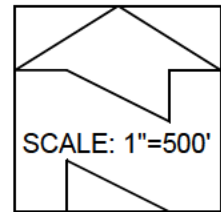
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DRAWN: HAR
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EXHIBIT

SHEET 3 OF 3



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FILE: BARENBERG



EXHIBIT B

FORM OF EASEMENT AGREEMENT

Prepared by and Return to:

[_____]

STATE OF _____

COUNTY OF _____

GRANT OF ACCESS AND UTILITY EASEMENT

THIS GRANT OF ACCESS AND UTILITY EASEMENT (this "Agreement") is made as of the last date executed by a party hereto (the "Effective Date") between [____], whose address is [____] ("Grantor"), and [____], a [____] limited liability company, whose address is [____] ("Grantee").

WHEREAS, Grantor is the sole owner of certain property located in the County of [____], State of [____], having Tax Parcel Number [____], as more particularly described or shown on **Exhibit "A"** attached hereto and made part hereof (the "Property"); and

WHEREAS, Grantee has leased a portion of that certain property located adjacent to, or in the vicinity of, the Property in the County of [____], State of [____], having Tax Parcel Number [____], as more particularly described or shown on **Exhibit "B"** attached hereto and made a part hereof (the "Leased Premises") for the development, construction, maintenance, and operation of facilities for the generation and distribution of solar electricity (the "Solar Facility") in accordance with [____] (the "Approval"), pursuant to that certain Ground Lease Agreement dated [____], as amended from time to time, by and between [____], as landlord, and Grantee, as tenant (collectively, the "Project"); and

WHEREAS, Grantee has requested from Grantor and Grantor has agreed to convey to Grantee an easement for vehicular and pedestrian access, ingress and egress, and utility installation and maintenance rights over, under, and across the Property, on terms more fully set forth herein.

NOW THEREFORE, for and in consideration of \$10.00 paid in hand, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Grant of Easement.** Grantor hereby grants, conveys and warrants to Grantee and its successors and assigns, as an appurtenance to the Leased Premises, an exclusive easement (the "Easement") on, over, under and across a portion of the Property approximately [] feet ([]) in width, as generally depicted on **Exhibit "C"** attached hereto (the "Easement Area") for (a) vehicular and pedestrian access, which vehicular access shall include trucks and other heavy construction equipment, to provide ingress and egress between the Leased Premises and the public portion of [public ROW], including, without limitation, the right to install, improve, construct, reconstruct, replace, remove, maintain, and utilize from time to time the following: streets, roads, pavement, gravel, culverts, bridges, fences, gates and other access improvements, fixtures and facilities for use in connection with said vehicular and pedestrian access, ingress and egress rights (collectively, the "Access Improvements"), and (b) the installation, improvement, construction, reconstruction, replacement, removal, maintenance, operation, and utilization from time to time of the following: underground and/or above-ground wires, cables and equipment for the transmission of electrical energy and/or for communication purposes, and all necessary and proper poles, structures, foundations, footings, guy wires, anchors, cross arms and other appliances, fixtures and facilities for use in connection with said wires, cables and equipment on, along, over, under and across the Easement Area (collectively, the "Utility Improvements", and together with the Access Improvements, collectively, the "Improvements"). For the avoidance of doubt, the Easement is granted in connection with the Project only and for no other use or purpose.

2. **Construction Activities.** Grantor grants to Grantee a temporary easement on, over, along and under the Property for the following: (1) to construct and install the Improvements and any other improvements contemplated hereunder, and (2) to store material and equipment during such construction (the "Temporary Construction Easement"). Grantee shall also have the right to cut or take down any portion of any fence or other above-ground structures or vegetation as reasonably necessary to erect, construct, reconstruct, replace, remove, maintain, operate and use the Improvements. Upon completion of construction, Grantee shall restore any areas of Property outside the Easement Area that were disturbed by Grantee, as nearly as is commercially practicable, to the same condition it was in prior to the commencement of construction. Grantee will use commercially reasonable efforts to minimize surface disturbance on the portion of the Property lying outside of the Easement Area during construction. Grantee shall notify Grantor of the commencement and completion of any construction.

3. **Access.** Grantee shall also have the right of pedestrian and vehicular ingress and egress to and from Utility Improvements (whether located on the Property or elsewhere), over and along the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time, as well as the right to maintain and improve such roads and lanes.

4. **Term and Termination.** The term of this Agreement (the "Easement Term") shall commence on the Effective Date and continue for so long as the Grantee, its successors or assigns, continue to utilize and maintain the Utility Improvements in connection with the operation of a solar energy generating array on the Leased Premises or otherwise. Upon the expiration or earlier termination of this Agreement, Grantee shall, at Grantor's request, file a notice of termination in the real property records of the county in which the Property is located, and restore the surface of

the Property, as nearly as is commercially practicable, to the same condition it was in prior to the commencement of construction. At the termination of this Agreement, and extending for a reasonable time thereafter, Grantee shall have the right to remove the Utility Improvements from the Property.

5. **Assignment.** Grantee may sell, convey, lease or assign this Agreement and its rights granted herein, in whole or in part, or grant subleases, subeasements, co-easements, separate leases, easements, license or similar rights with respect to the Easement Area and this Agreement (collectively, "Assignment"), without the consent of Grantor. Any such Assignment by Grantee of all of its interests in this Agreement shall release Grantee from all obligations accruing after the date that liability for such obligations is assumed by the Assignee. This Agreement shall run with the land, burdening the Property and benefiting the Leased Premises. This Agreement shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective transferees, legal representatives, heirs, successors and assigns and all persons claiming under them.

6. **Costs.** All costs and expenses incident to the erection, construction, reconstruction, replacement, removal, maintenance, operation and use of the Utility Improvements shall be borne by Grantee.

7. **Interference.** Grantor shall not construct or place any buildings, structures, plants, or other obstructions on the Property which would result in the violation of the minimum clearance requirements of the National Electric Safety Code or would interfere with the operation and maintenance of the Utility Improvements. Grantor shall not excavate within fifty (50) feet of any portion of the Utility Improvements under the surface, including but not limited to, wires, cables, guys, anchors, poles, towers, foundations, and footings or undertake or permit any action near or underneath the Utility Improvements that undermines or otherwise adversely affects their stability, operation and usability. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on or near the Easements that Grantee deems a threat or potential threat to the Utility Improvements. Grantor shall retain the right to practice normal and customary agriculture and residential uses of the Property outside of the Easement Area, so long as the activities do not undermine or adversely affect Grantee's rights under this Agreement.

8. **Indemnity and Insurance; Release.**

a. Grantee shall, at all times, save and hold harmless and indemnify Grantor, its officers, partners, agents, contractors and employees, from and against all losses, damages, expenses, claims, demands, suits and actions, including, but not limited to, all claims for personal injuries and property damage outside the Easement Area, to the extent caused by the negligence or willful misconduct of Grantee, its officers, partners, agents, contractors and employees. Grantor shall, at all times, save and hold harmless and indemnify Grantee, its officers, partners, agents, contractors and employees, from and against all losses, damages, expenses, claims, demands, suits and actions, including, but not limited to, all claims for personal injuries and property damage within the Easement Area, to the extent caused by the negligence or willful misconduct of Grantor, its officers, partners, agents, contractors and employees.

b. At all times during the term of this Agreement, Grantee shall obtain, maintain and keep in full force and effect, commercial general liability insurance covering the exercise of Grantee's rights hereunder with a limit of at least \$1,000,000 for each occurrence.

9. Financing.

a. Grantee may in its sole discretion, without Grantor's consent, collaterally assign, mortgage or otherwise encumber its interest in this Agreement to any third party (including any trustee or agent on behalf of such institution) providing debt, equity or other financing (including, but not limited to, tax equity or sale-leaseback or similar financing) to or for the benefit of Grantee, directly or indirectly, whether secured or unsecured (and if secured, whether via a mortgage, deed of trust, deed to secure debt, collateral assignment, security instrument or otherwise (each, a "Mortgage") (any such third party, individually, a "Financing Party" or collectively, "Financing Parties"). Each Financing Party who provides notice to Grantor of its Mortgage shall be referred to as "Mortgagee". This Agreement shall not be modified, and Grantor shall not accept a surrender of the Easement Area or a termination or release of this Agreement, without the prior consent of all Financing Parties.

b. As a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Financing Party who has been identified in writing to the Grantor, at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. Each Financing Party shall have the right (but not the obligation) to cure any default as Grantee, and/or the right (but not the obligation) to remove any Utility Improvements or other property owned by Grantee or such Financing Party located on the Property to the same extent as Grantee. The cure period for any Financing Party shall be the later of (i) the end of the Grantee cure period; (ii) sixty (60) days after such Financing Party's receipt of the default notice; or (iii) if applicable, the extended cure period provided for in Section 9(c) below. Failure by Grantor to give a Financing Party notice of default shall not diminish Grantor's rights against Grantee, but shall preserve all rights of the Financing Party to cure any default and to remove any Utility Improvements or other property of Grantee or the Financing Party located on the Property. Grantor hereby irrevocably agrees and consents to refrain from taking any action to bar, restrain or otherwise prevent a Financing Party from the Easement for the purpose of inspecting the Utility Improvements and the Easement.

c. If any default by Grantee under this Agreement cannot be cured without the Financing Party obtaining possession of all or part of Grantee's interest in this Agreement, the Easement Area, or the Utility Improvements ("Grantee Property") then any such default shall be deemed remedied if a Financing Party: (i) within sixty (60) days after receiving notice from Grantor as set forth in Section 9(b) above, acquires possession of all or part of the Easement Area, or begins appropriate judicial or nonjudicial proceedings to obtain the same; (ii) diligently prosecutes any such proceedings to completion; and (iii) after gaining possession of all or part of the Easement Area performs all other obligations as and when the same are due in accordance with the terms of this Agreement; provided, however, any such Financing Party shall not be required to

cure those non-monetary defaults, if any, which are not reasonably susceptible of being cured or performed by such Financing Party, including, without limitation, any bankruptcy or insolvency of Grantee ("Non-Curable Defaults"). If a Financing Party is prohibited by any court or by operation of any bankruptcy or insolvency laws from commencing or prosecuting the proceedings described above, the sixty (60) day period specified above for commencing proceedings shall be extended for the period of such prohibition. Non-Curable Defaults shall be deemed waived by Grantor upon completion of such proceedings described above or acquisition, directly or indirectly, of Grantee's interest in this Agreement by a Financing Party.

d. Each Mortgagee shall have the right, in its sole discretion, without Grantor's consent: (i) to assign its Mortgage; (ii) to enforce its lien and acquire title to all or any portion of the Easement and Utility Improvements by any lawful means; (iii) to take possession of and operate all or any portion of the Easement and Utility Improvements and to perform all obligations to be performed by Grantee under this Agreement, or to cause a receiver to be appointed to do so; and (iv) to acquire all or any portion of the Easement and Utility Improvements by foreclosure or by an assignment in lieu of foreclosure and thereafter, without Grantor's consent, to assign or transfer all or any portion of the Easement and Utility Improvements to a third party. Any Mortgagee or other party who acquires Grantee's interest in the Easement and Utility Improvements pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Grantee by this Agreement which are incurred or accruing after such Mortgagee or other party no longer has ownership or possession of the Grantee Property. However, while any Mortgagee or other party has ownership or possession of the Easement and Utility Improvements, said party shall be liable to perform the obligations imposed on Grantee by this Agreement.

e. If this Agreement is terminated, rejected or disaffirmed as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for either Grantor or Grantee, Grantor shall give prompt notice to the Financing Parties. Grantor shall, upon written request of a Financing Party, made within forty (40) days after notice to such Financing Party, enter into a new easement agreement with such Financing Party, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination or rejection of this Agreement, and shall be for a term equal to the remainder of the term of this Agreement and upon the same terms, covenants, conditions and agreements as contained in this Agreement. Upon the execution of any such new easement agreement, the Financing Party shall agree in writing to perform or cause to be performed all of the covenants and agreements set forth in this Agreement to be performed by Grantee (other than Non-Curable Defaults) to the extent that Grantee failed to perform the same prior to the execution and delivery of the new easement agreement. From the effective date of the termination or rejection of this Agreement, to the date of execution and delivery of the new easement agreement, the applicable Financing Party or its designee may use and enjoy the Easement without hindrance by Grantor or any party claiming by, through, or under Grantor, provided that all conditions for a new easement agreement, as set forth herein, are complied with. If more than one Financing Party makes a request for a new easement agreement, then unless all such Financing Parties shall otherwise direct in writing, the new easement agreement shall be delivered to the Mortgagee with a security interest in the Agreement which is prior in lien (or, if no such Mortgagee has a security

interest in the Agreement, the new easement agreement shall be delivered to the Financing Party whose contact information was sent to Grantor earliest in time. This Section 9(e) shall survive any expiration, termination, rejection, or disaffirmance of the Agreement.

f. Grantor shall execute estoppel certificates (certifying as to such matters as Grantee may reasonably request, including, without limitation, that no default then exists under this Agreement to Grantor's knowledge, if such be the case), consents to assignment and/or non-disturbance agreements as Grantee or any Financing Party may reasonably request from time to time. Grantor and Grantee shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by any Financing Party.

10. **Notices.** All notices, requests and communications ("Notice") under this Agreement shall be given in writing by first class certified mail, postage prepaid, return receipt requested, to the individuals and addresses indicated below:

If to Grantor:

If to Grantee:

With a copy to:

Any Notice provided for herein shall be deemed to be received five (5) business days after the date on which it is deposited in the United States postal service, or if sent via nationally recognized overnight courier, on the day on which receipt is confirmed by such courier. Any party may, by proper written notice hereunder to the other party, change the individual address to which such Notice shall thereafter be sent.

11. **Miscellaneous.** This Agreement shall be construed and enforced in accordance with the laws of the State of _____. This Agreement, when executed, approved and delivered, together with all exhibits attached hereto, shall constitute the entire agreement between the parties and there are no other representations or agreements, oral or written, except as expressly set forth herein. This Agreement may not be amended or modified except by a written agreement signed by the parties hereto. Each party agrees that it will without further consideration execute and deliver such other documents and take such other action as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. In the event of any inaccuracy or insufficiency in the description of the Easement Area herein, or in the description of the parties in whom title to the Property is vested, Grantor and Grantee shall amend this Agreement to correct such inaccuracy in order to accomplish the intent of Grantor and Grantee. Grantor and Grantee agree that this Agreement shall be recorded in the Office of the

_____ County Register of Deeds. If any terms or provisions of this Agreement are deemed to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement.

[SEPARATE SIGNATURE PAGES ATTACHED]

GRANTOR SEPARATE SIGNATURE PAGE TO EASEMENT AGREEMENT

IN WITNESS WHEREOF, the undersigned hereby executes this Agreement under seal the day and year first above written.

GRANTOR:

By: _____
Name: _____
Title: _____

STATE OF _____ §
COUNTY OF _____ §

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Dated: _____

Official Signature of Notary Public

Notary printed or typed name

My commission expires: _____

[OFFICIAL SEAL]

GRANTEE SEPARATE SIGNATURE PAGE TO EASEMENT AGREEMENT

IN WITNESS WHEREOF, the undersigned hereby executes this Agreement under seal the day and year first above written.

GRANTEE:

[_____]

By: _____
Name: _____
Title: _____

STATE OF _____ §
COUNTY OF _____ §

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Dated: _____

Official Signature of Notary Public

Notary printed or typed name

My commission expires: _____

[OFFICIAL SEAL]

Exhibit A

Legal Description of the Property

[LEGAL DESCRIPTION OR DEPICTION TO BE ATTACHED]

Exhibit B

Legal Description of the Leased Premises

[LEGAL DESCRIPTION OR DEPICTION TO BE ATTACHED]

Exhibit C

Legal Description of the Easement Area

[LEGAL DESCRIPTION OR DEPICTION TO BE ATTACHED]

EXHIBIT C

FORM MEMORANDUM OF OPTION AGREEMENT

Prepared by and Return to: Hunter Solar, LLC
939 Pearl St, Suite 210
Boulder, CO 80302

STATE OF Colorado
COUNTY OF Arapahoe

MEMORANDUM OF OPTION AGREEMENT

THIS **MEMORANDUM OF OPTION AGREEMENT** (this “Memorandum”) is made and entered into as of August 20, 2020, by and between Patrick L. Barenberg (“Optionor”) and Hunter Solar, LLC (“Optionee”).

WITNESSETH:

WHEREAS, Optionor owns that certain real property in Arapahoe County, Colorado identified by tax parcel number(s) AIN: 2067-00-0-00-193, PIN: 033700546 (the “Property”);

WHEREAS, Optionor and Optionee entered into that certain Access and Utility Easement Option Agreement dated August 20, 2020 (the “Option Agreement”) whereby Optionor granted Optionee an option to acquire an easement on the Property on the terms and conditions set forth in the Option Agreement (the “Option”);

WHEREAS, Optionor and Optionee desire to evidence the Option Agreement in the official records maintained by the Office of the Register of Deeds for Arapahoe County, Colorado by this Memorandum.

NOW, THEREFORE, for good and sufficient consideration acknowledged in the Option Agreement, Optionor has granted Optionee an option to acquire an easement for purposes of installing, operating and maintaining electrical transmission facilities on the Property, as follows:

Section 1. **Defined Terms**. Initially capitalized terms used but not defined herein shall have the meanings set forth in the Option Agreement.

Section 2. **Term.** The initial term of the Option Agreement commenced on August 20, 2020 and expires on August 20, 2022 (the "Initial Option Term"). Except for any provision of the Option Agreement which expressly survives the termination of the Option Agreement, the Option Agreement shall terminate and be of no further force and effect upon the occurrence of either (i) Optionee's delivery of a Termination Notice during the Option Term, (ii) Optionee's exercise of the Option during the Option Term and the mutual execution and delivery of the Easement Agreement by Optionor and Optionee, or (iii) if Optionee does not deliver a Termination Notice or exercise the Option within the Option Term. If Optionee exercises the Option during the Option Term, at any time thereafter, Optionee shall deliver the Executable Easement Agreement to Optionor, which shall be executed by Optionor and Optionee and recorded in the land records of the county in which the Property is located, and upon such recordation this Memorandum shall automatically terminate and be released from the land records without any further action from Optionor or Optionee,

Section 3. **Option Agreement Incorporation; Purpose of Memorandum.** This Memorandum is subject to all conditions, terms and provisions of the Option Agreement, which agreement is hereby adopted and made a part hereof by reference to the same, in the same manner as if all the provisions thereof were set forth herein in full. This Memorandum has been executed for the purpose of recordation in order to give notice of all of the terms, provisions and conditions of the Option Agreement, and is not intended, and shall not be construed, to define, limit, or modify the Option Agreement. This Memorandum is not a complete summary of the Option Agreement, nor shall any provisions of this Memorandum be used in interpreting the provisions of the Option Agreement.

Section 4. **Conflict.** In the event of a conflict between the terms of the Option Agreement and this Memorandum, the Option Agreement shall prevail. Reference should be made to the Option Agreement for a more detailed description of all matters contained in this Memorandum.

Section 5. **Counterparts.** This Memorandum may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed; shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

OPTIONOR SEPARATE SIGNATURE PAGE TO MEMORANDUM OF OPTION AGREEMENT

IN WITNESS WHEREOF, the undersigned hereby executes this Memorandum under seal the day and year first above written.

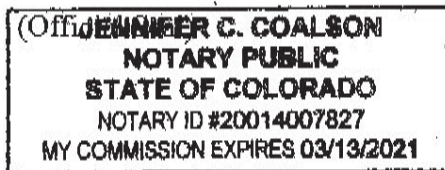
OPTIONOR:

Patrick L Barenberg (SEAL)
Name: Patrick L Barenberg

STATE OF ColoradoCOUNTY OF Adams

I, the undersigned notary, certify that the following persons, Patrick Lawrence Barenberg being personally known to me or — providing Colorado Driver's License as identification, personally appeared before me this day, each acknowledging to me that they voluntarily signed the foregoing document for the purposes stated therein:

Jennifer C Coalson
Notary Public

Print Name: Jennifer C CoalsonMy Commission Expires: March 13, 2021

OPTIONEE SEPARATE SIGNATURE PAGE TO MEMORANDUM OF OPTION
AGREEMENT

IN WITNESS WHEREOF, the undersigned hereby executes this Memorandum under
seal the day and year first above written.

OPTIONEE:

By: [Signature]
Name: David Zwilling
Title: Authorized Signatory

STATE OF New York

§
§
§

COUNTY OF New York

On the 3rd day of September in the year 2020 before me, the undersigned,
personally appeared David Zwilling, personally known to me or proved to me
on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and
that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which
the individual(s) acted, executed the instrument.

Dated: 09/03/2020

Heather J. Singer
Official Signature of Notary Public
Heather J. Singer
Notary printed or typed name
My commission expires: 03/30/2023

[OFFICIAL SEAL]

