

**LAND LEASE AGREEMENT-  
(SOLAR FARM)**

This Land Lease Agreement (the "Lease") is made effective this 6<sup>th</sup> day of October, 2016 ("Effective Date") by and between Adams County, on behalf of the Front Range Airport, located at 5200 Front Range Parkway, Watkins, Colorado 80137, ("Landlord") and CEC Solar # 1130, LLC, a Colorado limited liability company, having an office at 361 Centennial Parkway, Third Floor, Louisville, Colorado 80027 ("Tenant"). Tenant and Landlord are each individually referred to herein as a "Party" and collectively as the "Parties."

For and in consideration of the mutual covenants hereinafter contained, the Parties agree as follows:

1. Lease and Description. Upon the terms and conditions hereinafter set forth, the Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, those certain premises situated at the Front Range Airport, Adams County, Colorado, a 653,000 square foot (approximately 15 acres) parcel of property commonly known as a portion of the Front Range Airport property at 5200 Front Range Parkway, located in Adams County, Watkins, Colorado, together with ingress, egress, and utility easements on the airport providing access to and from a public road and the point of utility interconnection, if on airport property, as described in Sections 5 and 6 below (the "Leased Premises"). A legal description of the Leased Premises is attached hereto and incorporated herein as Exhibit A. Landlord grants to Tenant the right to survey the Leased Premises at Tenant's cost, and the legal description of the Leased Premises, including any access or utility easements, provided in the survey shall then become Exhibit B, which shall be attached hereto and made a part hereof. In the event of any discrepancy between the description of the property contained herein and the survey, the survey shall control.

2. Business Purpose. The Leased Premises shall be used for the construction and operation of a Solar Farm and related facilities under the terms and conditions of this Lease which shall not be construed as creating or vesting in the Tenant or any subtenant or assignee a fee interest in the Premises.

The construction of an approximately two (2) Megawatt solar farm (the "Solar Farm") and facilities constructed on the Leased Premises and the leasehold interest created hereby are to be used for non-aeronautical-related purposes, including but not limited to the activities listed in Section 6. The tenancy created hereby is subject to the terms of this Lease, the Minimum Standards of Front Range Airport, all applicable federal, state and local laws and ordinances. The Minimum Standards shall be provided by the Landlord to the Tenant in writing upon the approval of this Lease and thereafter from time to time as they are amended.

3. Term. The initial term of this Lease shall commence on the Effective Date of this lease and shall run for twenty (20) years from the earlier of the date the Solar Farm is interconnected with the utility or one (1) year from the Effective Date of this lease (the "Initial Term"). So long as the Tenant is in full compliance with the terms of the Lease and the Minimum Standards of Front Range Airport, the Tenant may extend the term of this Lease for an additional ten (10) year period (the "Extension Term"). In order to exercise this extension option, Tenant shall deliver to Landlord, not less than ninety (90) days prior to the expiration of the Initial Term, written notice of Tenant's intent to extend this for such additional ten (10) year period.

4. Rent. The rent shall be \$1,333.33 per acre, per year, for a first-year payment of \$20,000, together with Annual Escalation outlined below. Said Rent shall be due within thirty days of the earlier of the date the Solar Farm is interconnected with the utility or one (1) year from the Effective Date of this lease (the "Rent Payment Date"). Rent for subsequent years shall be due upon the anniversary of the Rent Payment Date of this Lease.

Rent payment shall be made at 5200 Front Range Parkway, Watkins, Colorado 80137, or at such other address as the Landlord notifies the Tenant in writing during the original or any extended term of the Lease. The Tenant shall also pay for any calendar year or fraction thereof for which rent is due but not paid within ten (10) calendar days of the due date a late charge equal to five percent (5%) of the rent due and any accrued late charges.

Annual Escalation. Commencing on January 1, 2018, and once every year thereafter, the rent shall increase by 3.0%.

5. Assignment of Lease. Tenant shall not assign or transfer this Agreement, or any interest herein, without the prior written consent of Landlord which shall not be unreasonably withheld, delayed or conditioned, and consent to an assignment shall not be deemed to be a consent to any subsequent assignment. Notwithstanding the foregoing, Tenant is expressly permitted to assign its rights and responsibilities under this Agreement, without obtaining Landlord's consent and in its sole discretion, to any entity owned or controlled by Tenant or under common ownership or control with Tenant provided: (1) the Tenant provides the Landlord and maintains a current list of the names, addresses and telephone numbers of these entities; and (2) the entities agree in writing to abide by all the terms and conditions of this Lease.

6. Improvements of Leased Premises. All improvements constructed on the Premises are subject to the following terms and conditions:

a. Landlord has reviewed and approved Tenant's Solar Farm Facility Plans for construction (the "Plans") prior to execution of this Lease and agrees that such Plans meet the Minimum Standards of Front Range Airport. All improvements shall be built in

substantial conformance with those Plans, including layout plans and elevations of the finished solar farm. Any subsequent material change to the Plans, and any construction after the initial installation of Tenant's Solar Farm facilities (excluding Tenant's routine/periodic maintenance and replacement of said initially approved facilities) shall be submitted to Landlord for approval, such approval not to be unreasonably delayed or withheld. Landlord shall have twenty (20) days to issue its approval or disapproval of said subsequent change. If no approval or denial is received by Tenant within such twenty (20) day period, Landlord's approval shall be deemed to have been given.

b. Components. Tenant shall construct an approximately two (2) Megawatt solar farm (the "Solar Farm") at its sole expense. The Solar Farm shall consist of racking and foundations; inverters and transformers; necessary electrical interconnections and all improvements and connections required to transfer and deliver generation offsite, including three (3) phase extensions and power box(es); a 200 to 400 square-foot structure to house electrical and maintenance equipment ("PV Box"); security fencing and gating, with cameras, enclosing the Leased Premises; safety signage and solar photo voltaic ("PV") panels (collectively the "Site Improvements and Infrastructure"). Except as set forth herein, Landlord has no obligation to make improvements on the Leased Premises or Landlord's real property to accommodate the Solar Farm.

c. Use of Non-Leased Area. Tenant shall use reasonable efforts to use only the Leased Premises for ingress and egress, storage, construction and all improvement activities, and shall not use the property of the Landlord other than the Leased Premises for the improvement activities except as otherwise agreed. Should Tenant require additional area for lay down or storage during the construction of the improvements then Landlord shall allow use of one acre for a lay down or storage area directly adjacent to the Leased Premises at no additional cost to Tenant. Said lay down / storage area shall be depicted on the Plans and be approved at time of Lease execution. Provided however, that Tenant shall not have the right to place any improvements on such one acre area, and shall only have use of the additional one acre one time for period not to exceed six months. Tenant shall ensure that it repairs the surface of the one acre area to the extent that its laydown and storage activities causes damage thereto.

d. New Construction. For any new construction on the Leased Premises, such construction shall be designed and built in accordance with applicable law in effect at the time of construction, including without limitation, the applicable building and fire codes of such agencies and the Minimum Standards.

e. Signage. Tenant shall have the right to place one or more signs advertising the Solar Farm provided that, prior to putting up any such signage, Tenant has obtained any required sign permits from the local governing authority and such signs comply with the Minimum Standards. In the event that there is a conflict between the Minimum Standards and applicable law or permits, the requirements of applicable law or permits shall control.

f. Fencing. Tenant shall maintain a security fence around the Solar Farm including along Imboden Road for the duration of the Term and any extensions thereto.

g. Unless construction of the improvements is commenced within twelve (12) months after execution of Lease, this Lease shall become null and void, unless the Parties agree in writing to a longer period in which to commence construction. If the Lease becomes null and void pursuant to this section, the Tenant shall be entitled to return of prorated advance rents and other fees paid to the Landlord. Construction shall be completed by twenty-four (24) months after the execution of the Lease. Timely completion of construction is a material term of this Lease. All permits and approvals required for construction of the said improvements and/or use of the Leased Premises shall be obtained by the Tenant in a timely fashion at Tenant's sole expense.

7. Ingress, Egress, Utility and Solar Easement. As part of the Leased Premises, Landlord hereby grants to Tenant an easement for ingress and egress to the Leased Premises in a mutually agreeable location, for access to and from Leased Premises from a public road, and over property of Landlord within and adjacent to the Leased Premises for construction and maintenance of the Site Improvements and Infrastructure on the Leased Premises, for the installation, construction, use and maintenance of underground and aboveground telephone, telegraph, and power lines and electric utilities in connection with Tenant's use of the Leased Premises, and upon and above the property of Landlord for the unrestricted right to receive and utilize solar energy at the Solar Farm (the "Easement"). The term of this Easement shall commence upon the Commencement Date of this Lease and shall continue until the last to occur of (i) expiration of the Lease Term, or (ii) removal by Tenant of all of its property from the Leased Premises after expiration of the Lease Term, including removal of Tenant's property and infrastructure from the Easement. Additional details concerning the location and configuration of the Easement may be specified by the parties not later than ten (10) business days after execution of this Agreement and shall be included in any recorded Memorandum of this Lease. In addition, at Tenant's request and expense, this Easement shall be set forth in a separate Easement Agreement, which Landlord and Tenant agree to execute and which Tenant shall have recorded as an encumbrance on the property of Landlord and binding upon all subsequent owners, successors, and assigns. Upon expiration of the Easement, Tenant shall repair any damage to the Easement area caused by Tenant or Tenant's agents. Upon expiration of the Easement, Tenant shall, at Landlord's request, execute a termination of Easement for recording purposes.

8. Utilities. Tenant is responsible, at its sole cost, for bringing utilities from the present point of termination to the perimeter of the Premises. Notwithstanding the foregoing, Landlord agrees to execute any easement agreement required by the local utility to bring utilities to the point of interconnection with the Solar Farm. The Tenant must provide all improvements within the perimeter of the Leased Premises that Tenant determines it requires in its sole discretion, including, but not limited to, any necessary

paving, landscaping, buildings, parking, lighting, telephone and other facilities or utilities. All utilities shall be underground within the Leased Premises. Tenant hereby covenants and agrees to pay all monthly or other regular charges for lighting, and for all other public utilities which shall be used in or charged against the Leased Premises by Tenant during the full terms of this Lease. Landlord agrees to cooperate in the acquisition of temporary hook ups.

9. Taxes. Landlord is a tax exempt entity. Tenant shall pay all personal property taxes associated with its facilities and leasehold interest and, as additional Rent, any increase in real property taxes levied against the Leased Premises that is directly attributable to Tenant's improvements to the Leased Premises.

10. Repair, Maintenance and Security.

a. At its sole expense, the Tenant shall keep the Leased Premises and all improvements thereon in good repair and in a safe and sanitary condition. The Leased Premises shall at all times be maintained in accordance with any applicable Building Code, Zoning Regulation, or Ordinance of Adams County.

b. During construction, Tenant shall, at its expense, be responsible for the immediate clean up of any dirt and/or mud that Tenant tracks or blows upon the adjacent pavement areas.

c. Maintenance. The Solar Farm shall be maintained by Tenant at its own expense. Tenant shall maintain, protect and preserve the Solar Farm in a safe, neat and attractive condition and in good and serviceable repair. Tenant shall be responsible for ongoing vegetation and weed management on the Leased Premises.

d. Snow Removal. Landlord does not provide snow removal service on the access road serving the Leased Premises. Snow removal on the Leased Premises, if needed, shall be the responsibility of Tenant as necessitated by Tenant's operation of the Solar Farm. Any snow removal activities will minimize any damage to the existing ground surface of the site. Tenant will promptly repair any damage to the Leased Premises caused by its snow removal activities. Tenant will only use the existing or new access roads via the access easement for vehicle access to the site.

e. Security. Security for the Solar Farm shall be the responsibility of Tenant. Nothing in this Agreement shall be construed to impose security obligations upon Landlord. Landlord shall not be liable for any loss or damages suffered by Tenant or third party solar panel owners due to Tenant's and such third parties' use and occupancy of and activities on the Leased Premises.

11. Use. The Tenant shall conduct on the Leased Premises only the business for which it is leased and shall not use the Leased Premises for any illegal purpose. The

Tenant's uses under this Lease include the construction and operation of the Solar Farm, and activities related thereto. Nothing in this Agreement shall be deemed to give Tenant the right to engage in any activities which are not related to the foregoing use, except as otherwise allowed under the provisions of this Lease.

12. Title and Quiet Possession. Landlord represents and covenants that Landlord owns the Leased Premises and property subject to the Easement in fee simple, free and clear of all liens, encumbrances, and restrictions of every kind and nature, except for those that currently appear in the recorded chain of title and are reported as exceptions on the commitment for title insurance that Tenant may obtain.

Landlord represents and warrants to Tenant that Landlord has the full right to make this Lease and that Tenant shall have quiet enjoyment and peaceful possession of the Leased Premises and the Easement throughout the Lease Term.

13. Title to Site Improvements and Infrastructure.

(a) Site Improvements and Infrastructure. Title to the Site Improvements and Infrastructure remains with Tenant at all times during the Term. Upon expiration of this Agreement, title to the Site Improvements and Infrastructure shall be designated in accordance with Section 24, below.

(b) Repair of Landlord's Property. In the event that Tenant causes any damage to Landlord's real property, including without limitation any above-ground or underground utilities, in the course of any activity undertaken by Tenant under this Agreement, Tenant shall facilitate the repair of such damage to return such property of Landlord to substantially the same condition as it existed prior to such damage, at Tenant's sole expense.

14. Subordination, Attornment, and Nondisturbance. Tenant agrees that, if requested by Landlord, this Lease shall be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Premises and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust, provided that Landlord first delivers to Tenant a Non-Disturbance Agreement (defined below) from the holder of such lien or mortgage. In any case Tenant's possession of the Leased Premises and use of the Easements shall not be disturbed so long as Tenant shall continue to perform its duties and obligations under this Lease. Except as otherwise set forth herein, Landlord agrees that any right, title or interest created by Landlord from and after the date hereof in favor of or granted to any third party shall be subject to (i) this Agreement and all of Tenant's rights, title and interests created in this Agreement, and (ii) any and all documents executed by and between Tenant and Landlord in connection with this Agreement. "Non-disturbance Agreement" shall mean an agreement in form reasonably acceptable to Tenant, between Tenant, Landlord and the holder of a lien or a mortgage that provides that the holder of such lien or a mortgage (i) agrees not to disturb Tenant's possession or rights under this Agreement, (ii) agrees to provide notice of defaults under the lien or a mortgage documents to Tenant and agrees to allow Tenant and its lenders a reasonable period of time following such notice to cure such defaults on behalf of Landlord, and (iii) agrees

to comply with such other requirements as may be reasonably required by Tenant or its lenders to ensure the interests of Tenant or its lenders are not interfered with. Tenant agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that such mortgagees, trustees, beneficiaries and purchasers agree in writing that Tenant's possession of the Leased Premises and use of the Easements shall not be disturbed so long as Tenant shall continue to perform its duties and obligations under this Lease. Tenant's obligation to perform such duties and obligations shall not be in any way increased or its rights diminished by the provisions of this paragraph. Within ten (10) business days of execution of this Agreement or within ten (10) business days of the date of creation of any future mortgages or deeds of trust, Landlord shall request Landlord's secured lenders to provide a Subordination and Non-Disturbance Agreement provide an Attornment and Nondisturbance Agreement from Landlord's secured lenders, if any, in form reasonably acceptable to Tenant, and executed and acknowledged by Landlord and the holder of any mortgage or deed of trust to which this Lease is, or shall become, subordinate.

15. Mortgage of Leasehold Interests.

a. Lender Collateral. Tenant shall have the right to pledge, mortgage and/or collaterally assign its leasehold interest and the Solar Farm as security to lender(s) (hereinafter "Lenders") for financing purposes without the further consent of Landlord. Landlord agrees to execute and deliver to Tenant within thirty (30) days of any Tenant request therefor made from time to time, a Landlord Acknowledgement of Collateral Assignment of Lease in the form similar to that of Exhibit D hereto. Landlord also agrees to promptly execute an estoppel certificate and any such other documentation as may reasonably be required by such lender(s) from time to time to certify as to the status of this Lease and to the performance of Tenant hereunder as of the date of such certification.

b. Notices to Lenders. As a precondition to exercising any rights or remedies related to any default by Tenant under this agreement, Landlord shall give written notice of the default to each Lender that is of record with Landlord, at the same time it delivers notice of default to Tenant, specifying the alleged event of default and the required remedy. Each Lender shall have the same amount of time to cure the default under this Lease as is given to Tenant hereunder, and the same right as Tenant to cure any default or to remove any property of Tenant or Lender located on the Leased Premises. The cure period for all Lenders shall begin to run at the end of the cure period given to Tenant in this agreement, but in no case shall the cure period for any Lender be less than thirty (30) days after Lender's receipt of default notice. In the event that a Lease default requires immediate action by Landlord to preserve the health, safety, or welfare of the Airport, its tenants, users, neighbors, or members of the public, Landlord may take such immediate action as it deems necessary to remedy such default. Failure of Landlord to give a Lender notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of such Lender to cure any default and to remove any property of Tenant or the Mortgagee located on the Leased Premises.

c. Right to Cure Defaults; Substitution. To prevent termination of this Lease, the Lender shall have the right, but not the obligation, at any time to perform any act necessary to cure any default and to prevent the termination of this Lease or any interest in the Solar Farm. In the event of an uncured default by the holder of Tenant's entire interest in this Lease, or in the event of a termination of this agreement by operation of law or otherwise, each Lender that is not in default of its obligations may cure such default and, after curing such default, thereafter shall have the right to have Landlord either recognize the Lender's interest or grant a new lease substantially identical to this Lease. Under any such new lease, the Lender shall be entitled to, and Landlord shall not disturb the Lender's continued use and enjoyment thereunder for the remainder of the Term provided the Lender complies with the terms and conditions of the Lease.

16. Liens and Insolvency. The Tenant shall not cause any mechanic's or materialman's lien to be placed on the Leased Premises.

17. Rent After Default. If any or all of the Premises is sublet, sold or otherwise occupied by anyone other than the Tenant, after any default in the payment of rent by the Tenant, the Landlord may collect rent or other periodic payments from subtenants, purchasers or other occupants, but such collection and/or the Landlord's agreement to a third person's use or occupancy of the Premises shall not be deemed a waiver of any term or condition of this Lease.

18. Access. The Tenant shall allow the Landlord and/or its agents access to the Premises during business hours upon 24 hours' notice for the purpose of inspection. In case of emergency the Landlord may have access at any time. Landlord understands the risks associated with accessing the Leases Premises once the Solar Farm is operational and agrees to ensure that Landlord's activities are conducted in a safe manner. Nothing herein shall be construed to limit the authority of Adams County building inspectors under existing law.

19. Governmental Approvals and Compliance. Tenant shall obtain any necessary governmental licenses or authorizations required for the construction and use of the Site Improvements and Infrastructure on the Leased Premises and shall comply with government laws and regulations applicable thereto. Notwithstanding the foregoing, Tenant shall not be responsible for any matters arising in connection to Environmental Laws relating to the Leased Premises, except to the extent the need for compliance therefor arises directly out of the release by Tenant of any Hazardous Substances on or about the Leased Premises.

20. Insurance. At all times during the Term of this Lease, Tenant shall maintain in full force a comprehensive public liability insurance policy covering Tenant's operations, activities, and liabilities on the Leased Premises, having singly or in combination limits not less than One Million Dollars (\$1,000,000) in the

aggregate; please see attached “Exhibit C”, Insurance Requirements. Such policy shall name Landlord as an additional insured under such policy as the Landlord's interests may appear. Upon Landlord's request, Tenant shall give Landlord a certificate of insurance evidencing that the insurance required under the Agreement is in force.

21. Maintenance by Landlord. Landlord shall maintain its property adjacent to the Leased Premises in good condition and state of repair to avoid interference with Tenant's use of the Leased Premises and the Easement. Landlord shall not construct structures or plant trees adjacent to the Leased Premises that will impede solar access to Solar Farm.

22. Tenant's Right of Cancellation. In addition to any other remedies available to the Tenant, this Lease shall be subject to cancellation by the Tenant if any one or more of the following events occur:

a. Abandonment: If the Airport is permanently abandoned as an operating airport by the Landlord, the Tenant shall be entitled to cancel this Lease, remove all improvements it constructed on the Premises and have returned to it a pro rata share of prepaid rent for the year of termination.

b. Supervening Event: If any act of God prevents the Tenant from using the Premises for the purpose provided in paragraph 2 above, for six consecutive months, it may cancel this Lease. However, neither party shall have any liability to the other for the results of any such act.

c. Landlord's Breach of Lease: Tenant may cancel this Lease if the Landlord breaches any of its obligations under this Lease and fails to remedy such breach within thirty (30) calendar days after the Tenant's delivery of written notice of the breach to the Landlord.

d. At any time prior to the first date on which the Solar Farm (i) is ready for regular, daily operation, has been interconnected with the local utility's grid, has been accepted into the applicable energy grid and is producing electricity at full or substantially full capacity in accordance with applicable law (“Commercial Operation Date”), any of the following occur:

i. Any governmental agency denies a request by Tenant for or revokes a permit, license, or approval that is required for Tenant to construct or operate the Site Improvements and Infrastructure on the Leased Premises;

ii. Tenant determines that any condition exists on or about the Property, which precludes Tenant from using the Leased Premises for its intended purpose;

iii. Utilities necessary for Tenant's use of the Leased Premises are not available to the Leased Premises; or

iv. The Solar Farm is damaged or destroyed to an extent that prohibits or materially interferes with Tenant's use of the Leased Premises provided however, that Tenant shall use commercially reasonable efforts to mitigate such damage.

v. Tenant has not obtained (i) a fully-executed Interconnection Agreement with Xcel or (ii) required financing within one year of the Effective Date of this lease.

23. Landlord's Right of Termination. Landlord may terminate this Lease in the event Tenant fails to pay rent within thirty (30) days of Landlord's written notice to Tenant that such payment has not been made by the due date. In such case, Landlord shall follow the procedures set forth in the Forcible Entry and Detainer statute, and Landlord shall be entitled to its attorney fees and costs.

24. Removal of Improvements. Upon termination of this Lease, at its sole cost, the Tenant shall remove any improvements (except pavement) it has made to the Leased Premises and Easement area, and it shall repair any damage to the Leased Premises and Easement area to the extent caused by Tenant's use of the Leased Premises or Easement area.

25. Notices. All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying party, or officer, agent, or attorney of the notifying party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Landlord: Airport Director  
Adams County, Front Range Airport  
5200 Front Range Parkway  
Watkins, CO 80137-7131

To Tenant:  
CEC Solar # 1130, LLC  
361 Centennial Parkway, Third Floor  
Louisville, CO 80027

With a copy: By email: paul.spencer@easycleanenergy.com

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

26. Nonwaiver of Breach. The failure of either party to insist on strict compliance with any term or condition of this Lease shall not be deemed a waiver or relinquishment of the right to require strict compliance with such term or condition, or any other term or condition of this Lease in the future.

27. Holding Over. If the Tenant holds over after the end of the original term of this Lease or any extended term hereof, the Tenant shall pay the Landlord rent in an amount equal to 150 % of the Lease rate then in effect. Such holding over shall not constitute renewal of this Lease but shall be a month-to-month tenancy only, with all other terms and conditions of this Lease applicable.

28. Landlord's Warranties. The Landlord warrants that it is the owner of the Premises free and clear of all liens and encumbrances, that it has the authority to enter into this Lease and to the best of Landlord's actual knowledge the Premises is free from contamination by hazardous substances.

29. Jurisdiction and Venue. The parties acknowledge that this Lease is entered into in the State of Colorado, and they agree that the courts of Adams County, Colorado, shall have jurisdiction and be the sole venue to resolve all disputes between the parties arising from this Lease or concerning the Premises.

30. Site Plan. Future development shall conform to and be in compliance with the requirements set forth in Chapter VI, Article B, Step 2 (Concept Plan), and Step 3 (Development Plan Drawings) of the Development Policy and Application Procedure for Aeronautical and Non-aeronautical Land Use at Front Range Airport, as adopted October 20 1999, attached hereto as Exhibit "C."

31. Liabilities to Third Parties; Risk of Loss. Tenant shall indemnify and hold Landlord harmless from any liability (including reimbursement of Landlord's reasonable legal fees and all costs) for death or bodily injury to third parties, or physical damage to the property of third parties, to the extent caused by the fault of Tenant or any of Tenant's agents, servants, employees, or licensees and, as between Landlord and Tenant, Landlord shall be solely responsible for any liability (including reimbursement of Tenant's reasonable legal fees and all costs) for death or bodily injury to third parties, or physical damage to the property of third parties, to the extent caused by the fault of Landlord or any of Landlord's agents, servants, employees, or licensees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored, or maintained in or upon the Leased Premises by Tenant shall be so installed, kept, stored, or maintained at the risk of Tenant. Landlord shall not be responsible for any loss or damage to equipment owned by Tenant that

might result from tornadoes, lightning, windstorms, or other Acts of God. The covenants of this paragraph shall survive and be enforceable and shall continue in full force and effect for the benefit of the Parties and their respective subsequent transferees, successors, and assigns, and shall survive the termination of this Lease, whether by expiration or otherwise.

32. Tenant's Performance and Surrender. Tenant shall pay the rent and all other sums required to be paid by Tenant hereunder in the amounts, at the times, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Lease, surrender to Landlord the Leased Premises subject to the other provisions of this Lease.

33. Default and Termination for Default. Landlord or Tenant shall be in default of this Lease if either party breaches any material provision hereof and said breach is not cured by the breaching party within sixty (60) days of receipt of notice of said breach from the other party hereto, or if such cure cannot reasonably be had within said sixty (60) day period, then if cure of such breach is not commenced within thirty (30) days of receipt of such notice and not thereafter completed using diligent efforts. Upon the breaching party's failure to cure its breach within such time, as applicable, the other party hereto shall have the right to terminate this Lease for default, and to pursue such remedies as may be available in law or equity.

34. Rights to Site Improvements and Infrastructure Upon Termination.

(a) Mutual Determination to Extend. Any time prior to the expiration of the Term (as such Term may be extended under Section 3), Tenant may notify Landlord of Tenant's desire to continue leasing the Leased Premises after the expiration of the Term. In the event of such notice, Landlord and Tenant shall negotiate in good faith for the continuation of this Lease under mutually agreeable terms. In the event that Landlord and Tenant execute a new or extended lease of the Leased Premises at least thirty (30) days prior to such expiration of the Term, then the terms and conditions of such new or extended lease shall apply.

(b) Removal of Solar Garden. Except as otherwise provided in Section 42(a) above, upon the expiration of the Term set forth in Section 3 (as such Term may be extended as therein provided), Tenant shall be obligated to remove the Solar Farm and all of Tenant's personal property from the Leased Premises and Easement area, including any solar panels that may be owned by third parties. Such removal shall be completed within six (6) months following the expiration of the full term of this Agreement, during which time Tenant shall be subject to all terms and conditions in this Lease with respect to access and said removal as if still a tenant.

(c) Noncompliance with Section 24(b). If Tenant either (i) abandons the Leased Premises or (ii) fails to remove the Solar Farm from the Leased Premises when required by Section 42(b) within the time period described therein, then Tenant shall be in default, and Landlord, after notice of default and expiration of the applicable cure periods set forth in Section 40 hereof, may remove the Solar Farm

at Tenant's cost. This Subsection 42(c) shall not apply in the event that the Landlord and Tenant enter into a new lease or lease extension as referenced in Section 42(a) above.

35. Binding on Successors. The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto.

36. Governing Law. The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State in which the Leased Premises are located.

37. Entire Agreement. All of the representations and obligations of the parties are contained herein, and no modification, waiver, or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

38. Survey and Testing. Tenant shall have the right during the Initial Term and any extension to inspect, survey, soil test, and make any other investigations necessary or useful to determine if the Leased Premises are suitable for construction and operation of the Solar Farm. If Tenant, within the above-stated time, determines that for any reason the Leased Premises is not suitable, this Agreement, upon written notice given to Landlord, shall become null and void; provided that at Tenant's sole expense the Leased Premises shall be promptly restored to its condition prior to such testing and investigations.

39. Oil, Gas and Mineral Rights. Landlord does not grant, lease, let, or demise hereby, but expressly excepts and reserves herefrom all rights to oil, gas, and other minerals in, on, or under and that might be produced or mined from the Leased Premises; provided however, that no drilling or other activity will be undertaken on the surface of the Leased Premises to recover any oil, gas, or minerals during the Term hereof. This Lease is given and accepted subject to the terms and provisions of any recorded oil, gas, and mineral lease covering the Leased Premises or any part thereof now of record in the office of the County Clerk and Recorder; provided that Tenant is able to obtain a Non-disturbance Agreement in form reasonable to Tenant, executed and acknowledged by Landlord and the holder of any such oil, gas, or other mineral lease within thirty (30) days of execution of this Lease. In the event that Tenant does not obtain such a Non-disturbance Agreement, Tenant may, but is not required to, terminate this Lease upon thirty (30) days written notice to Landlord. Landlord agrees to use commercially reasonable efforts to incorporate into any future oil, gas or other mineral lease or other conveyance covering the above-described lands or any part thereof during the Term of this Lease the following provisions: (a) any such lease or conveyance shall be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Tenant under the terms of this Lease; and (b) within ten (10) days of creation of such lease or conveyance, the oil, gas,

and mineral lessee shall provide to Tenant a Nondisturbance Agreement in form reasonably acceptable to Tenant, and executed and acknowledged by Landlord and the holder of any such interest.

40. Hazardous Waste.

(a) The term Hazardous Materials shall mean any substance, material, waste, gas, or particulate matter that is regulated by any local governmental authority, the state in which the Leased Premises is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sections 1251 et seq. (33 U.S.C. Section 1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 et seq. (42 U.S.C. Section 6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sections 9601 et seq. (42 U.S.C. Section 9601). The term Environmental Laws shall mean all statutes specifically described in the foregoing sentence and all applicable federal, state, and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders, and decrees regulating, relating to, or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) Landlord represents and warrants that, to the best of Landlord's actual knowledge, (i) the Leased Premises have not been used for the use, manufacturing, storage, discharge, release, or disposal of Hazardous Materials, (ii) neither the Leased Premises nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Leased Premises, and (iv) the Leased Premises are free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner inaccurate or any such warranty is in any manner breached during the term of this Agreement (collectively, a "Breach"), and if there is any condition which is contrary to the foregoing representations and warranties that gives rise to or results in liability (including, but not limited to, a response action, remedial action, or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Landlord shall promptly take any and all remedial and removal action as required by law to clean up the Leased Premises and mitigate exposure to liability arising from such condition, and to keep the Leased Premises free of any lien imposed pursuant to, any Environmental Laws as a result of such condition.

(c) Landlord and Tenant agree as follows:

1. Tenant agrees to indemnify, defend, and hold harmless Landlord, its officers, partners, successors, and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties, and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs, and all other out-of-pocket expenses, to the extent any such items arise out of the release of any Hazardous Substances on or about the Leased Premises by Tenant or Tenant's employees, contractors, agents, successors, or assigns.

2. Landlord agrees to be responsible for any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties, and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs, and all other out-of-pocket expenses, to the extent any such items (a) arise out of the release of any Hazardous Substances on or about the Leased Premises except by Tenant or Tenant's employees, contractors, agents, successors, or assigns, or (b) arise out of any Breach by Landlord, or (c) arose prior to or during the Term of this Lease and that failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

3. Landlord agrees to be responsible for any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties, and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs, and all other out-of-pocket expenses, suffered or incurred by Tenant and its grantees as a result of (a) any Breach by Landlord, or (b) any matter or condition of the Leased Premises involving Environmental Laws or Hazardous Materials that was not caused by Tenant or its officers, partners, successors, or assigns and that existed on or arose prior to or during the Term of this Lease and that failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

4. Landlord represents and warrants to Tenant that Landlord has received no notice that the Leased Premises or any part thereof is, and, to the best of its knowledge and belief, no part of the Leased Premises is located within, an area that has been designated by the Federal Emergency Management Agency, the

Army Corps of Engineers, or any other governmental body as being subject to special hazards, including floodplains.

5. The covenants of this Section shall survive and be enforceable and shall continue in full force and effect for the benefit of Tenant and its subsequent transferees, successors, and assigns and shall survive the Term of this Lease and any renewal periods thereof.

41. Mechanic's Liens. Tenant will not cause any mechanic's or materialman's lien to be placed on the Leased Premises, and Tenant agrees to indemnify, defend, and hold harmless Landlord from any such lien from a party claiming by, through, or under Tenant.

42. Headings. The headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

43. Time of Essence. Time is of the essence for Landlord's and Tenant's obligations under this Agreement.

44. Severability. If any section, subsection, term, or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of the Agreement, or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term, or provision of this Agreement shall be valid or enforceable to the fullest extent permitted by law.

45. Further Assurances. Each of the parties agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence, or confirm this Agreement or any other agreement contained herein in the manner contemplated hereby.

46. Dispute Resolution. Before instituting a court action, any dispute between Landlord and Tenant arising under this Agreement shall in the first instance be addressed by informal negotiations between Landlord and Tenant following an exchange of written notice of and response to said dispute and for a period of time not to exceed 45 days unless extended by mutual agreement.

47. Right to Record. Upon full execution, the Tenant may record the Lease or a Memorandum of Lease, setting forth the general terms of the Lease and such other information as Tenant deems necessary. Tenant shall provide the Landlord a copy of the recorded Memorandum of Lease after recordation.

48. Interpretation. Each party to this Agreement and its counsel have reviewed and revised this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be

employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

49. Date of Agreement. The parties acknowledge that certain obligations of Landlord and Tenant are to be performed within certain specified periods of time which are determined by reference to the date of execution of this Agreement. The parties therefore agree that wherever the term "date of execution of this Agreement," or words of similar import are used herein, they shall mean the date upon which this Agreement has been duly executed by Landlord or Tenant, whichever is the later to so execute this Agreement. The parties further agree to specify the date on which they execute this Agreement beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed this Agreement.

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

LANDLORD:

TENANT:

By: Steven O'Donizio

By: [Signature]

Title: chair

Title: CEO

Date: NOVEMBER 3, 2016

Date: 10/6/16

STATE OF colorado, COUNTY Adams, to wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid this 3rd day of NOVEMBER, 2016, by STEVEN J. O'DONIZIO, who is chair of county commissioners, a body, for and on behalf of the county commissioners who is, a body.

Notary Public for: Erin Hannah  
My Commission Expires: 03-08-2020

ERICA HANNAH  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID # 20164009409  
MY COMMISSION EXPIRES 03-08-2020

STATE OF Colorado, COUNTY OF Boulder, to wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid this 6 day of October, 2016, by Paul Spencer, who is CEO of Clean Energy Collective, a Colorado Limited Liability Company, for and on behalf of the Clean Energy Collective.

Notary Public for: Clean Energy Collective  
My Commission Expires: 6/23/20

Tiffany McLean  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20164023956  
MY COMMISSION EXPIRES JUNE 23, 2020

APPROVED AS TO FORM  
COUNTY ATTORNEY  
[Signature]

EXHIBIT A  
LEGAL DESCRIPTION OF LEASED  
PREMISES

Approximately 15 acres of land within the SWNW, Section 17, Township 3 South, Range 64 West, 6<sup>th</sup> PM, having a physical street address of 36055 E 48<sup>th</sup> Ave, Watkins, CO 80137.

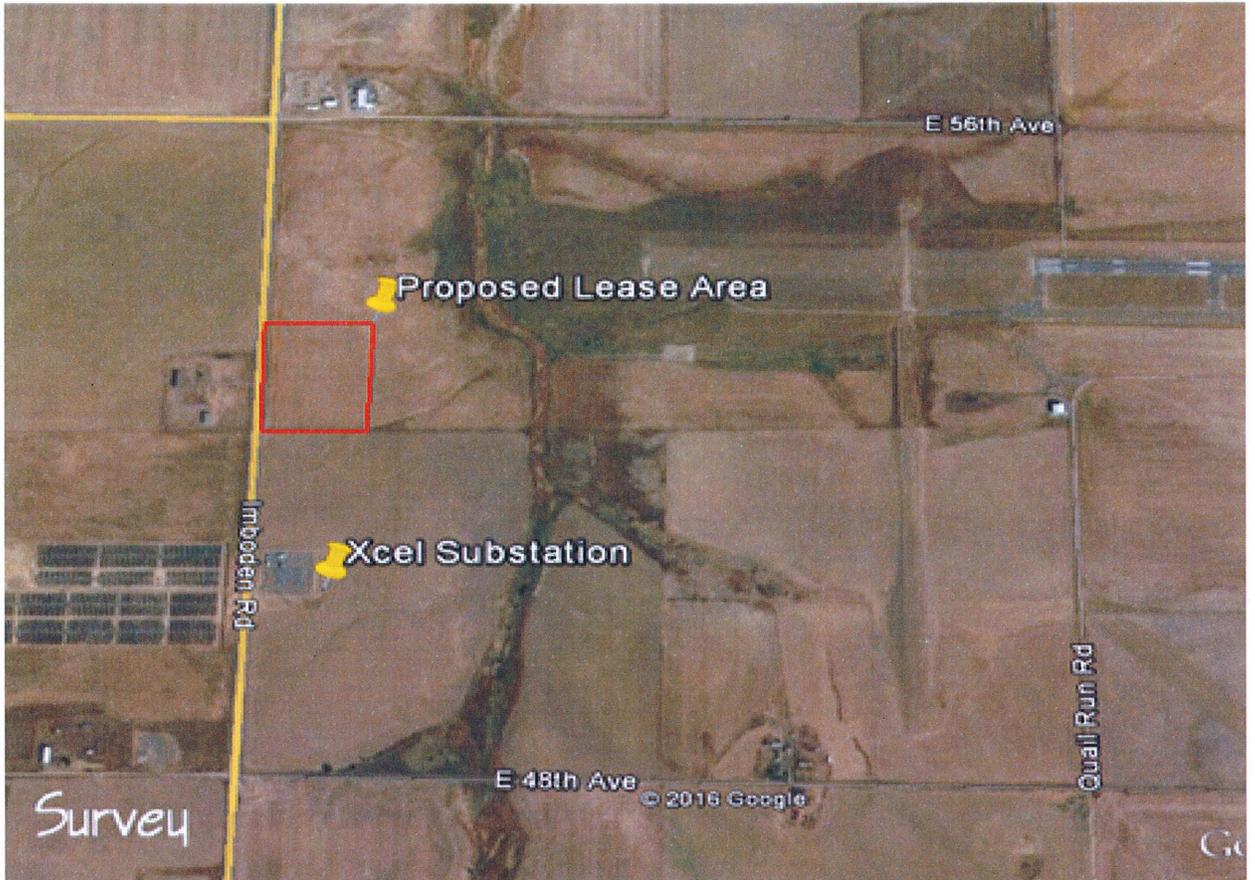


EXHIBIT B

TENANT'S SURVEY OF THE LEASED  
PREMISES

To be revised by Tenant based upon the survey referenced in Section 2 of the Agreement.



EXHIBIT D  
LANDLORD ACKNOWLEDGEMENT OF COLLATERAL ASSIGNMENT OF LEASE

This Landlord Consent to Collateral Assignment of Lease Agreement (this "Consent") is granted and made by \_\_\_\_\_ ("Landlord") in connection with certain Option Lease dated \_\_\_\_\_, 20\_\_ (the "Lease") by and between Landlord and \_\_\_\_\_ as Tenant.

1. Tenant has entered into a Loan Agreement ("Loan Agreement") with \_\_\_\_\_ ("Lender") for the extension of credit (the "Loan") in regard to a solar electric generating facility referred in said Loan Agreement as the "Solar Facility" and in said Lease and this Consent as the "Solar Garden".
2. Tenant as borrower under the Loan Agreement, has executed a Collateral Assignment in favor of Lender whereby Tenant is giving Lender a pledge, mortgage, and/or collateral assignment of all of its right, title and interest arising under the Lease as tenant of the Leased Premises, and providing Lender such other rights as set forth in such Collateral Assignment.
3. Landlord hereby consents to the Collateral Assignment of the Lease given from Tenant to Lender. Landlord acknowledges that in this connection, Lender shall be entitled to perform any obligation under the Lease in lieu of the performance of such obligation by Tenant, but that Lender shall not be obligated to perform any such obligation.
4. Landlord also acknowledges and agrees that the following statements are true and correct:
  - a. **Landlord is the fee owner of the Leased Premises described in the Lease Agreement, and (1) a true and correct copy of the Lease is attached hereto as Exhibit 1; (2) the Lease is in full force and effect; (3) Landlord has not modified, amended or changed the Lease in any material respect; (4) to the best of Landlord's knowledge, the Lease constitutes the entire agreement between Landlord and Tenant with respect to the Leased Premises; and (5) to the actual knowledge of Landlord, (i) there are no existing defaults by Tenant under the Lease, (ii) all amounts due under the Lease from Tenant to Landlord as of the date of this Consent have been paid; and (iii) there are no leases in effect to which the Tenant's use of the Leased Premises shall be subordinate.**
  - b. **Tenant owns the Solar Garden including without limitation all Site Improvements and Infrastructure (as defined in the Lease) and all related fixtures and personal property. Landlord does not own any personal property that is located on the Premises, and agrees that Landlord shall not pursue any liens or claims whatsoever against said Solar Garden, Site Improvements, Infrastructure, fixtures and personal property.**
  - c. **Except those interests appearing in the records of the county recorder(s) where the Solar Garden is situated, Landlord has not granted any interests in the Leased Premises to any person or entity other than Tenant, and as long as Tenant is not in default of the Lease, Landlord will ensure Tenant's quiet enjoyment of the Leased Premises in accordance with the terms and conditions of the Lease.**

5. Landlord also acknowledges and consents:
- a. **To Tenant's execution of a leasehold mortgage or deed of trust encumbering Tenant's leasehold estate under the Lease and the Solar Farm.**
  - b. **To Lender's access to the Leased Premises as necessary to inspect or protect its Collateral.**
  - c. **To provide upon request of Lender, as a collateral assignee of rights under the Lease, subsequent signed statements indicating whether or not any defaults exist under the Lease, and addressing such other matters concerning the Leased Premises and the Lease as Lender may reasonable request.**
  - d. **To the recording by Tenant or Lender of the Collateral Assignment and this Consent of Landlord thereto.**
6. Landlord acknowledges that all notices to Tenant under the Lease Agreement shall be sent to:

\_\_\_\_\_  
Attn: \_\_\_\_\_, Authorized Representative  
361 Centennial Drive, 3<sup>rd</sup> Floor  
Louisville, CO 80027  
Telecopier Number: (800) 646-0323  
Telephone Number: (970)692-2592

with a copy in each case to:

[Lender Information]

*Signatures on Next Page*

