

December 16, 2021

Sun Mountain Solar 1, LLC
c/o Lightsource Renewable Energy Operations, LLC
400 Montgomery Street, 8th Floor
San Francisco, CA 94104

Re: Consent to Lease; Sun Mountain Solar Project, Pueblo County, Colorado

To Whom It May Concern:

Tony J. Beltramo & Sons, Inc. ("**Beltramo**") acknowledges that Sun Mountain Solar 1, LLC ("**Sun Mountain**") has entered into a Solar Energy Ground Lease and Easement Agreement with Dorothy J. Cesar ("**Cesar**"), dated October 15, 2021 (together with all memoranda thereof and amendments, revisions, replacements, restatements, and modifications thereto, the "**Solar Lease**"). Pursuant to the Solar Lease, Sun Mountain has leased the land identified as on Exhibit A as "Leased Premises" and obtained an easement over the land identified on Exhibit A as "Easement Premises" (collectively, the "**Property**"). Beltramo has an interest in a portion of the Property by virtue of an unrecorded Lease Agreement with Option to Buy Material, dated August 8, 2020 (the "**Gravel Lease**").

Beltramo hereby consents to the Solar Lease and agrees that whatever right, title, and interest Beltramo now has or may hereafter acquire in the Property by virtue of the Gravel Lease shall be subordinate to the rights of the Sun Mountain, and its successors and assigns, under the Solar Lease. So long as the Solar Lease is in full force and effect, Beltramo shall not disturb Sun Mountain's use and possession of the Property or do anything that would materially interfere with the construction, operation, and maintenance of Sun Mountain's solar electric generation project on the Property.

Sun Mountain shall be solely responsible for its actions taken on the Property. Sun Mountain's use of the Property shall comply with all current and future laws, ordinances, rules and regulations, including obtaining all required permits for its activities at the Property. Further, Sun Mountain's employees, agents, contractors and subcontractors shall follow all Mine Safety and Health Administration guidelines at all times while within the mine.

Notwithstanding the foregoing, Sun Mountain and Beltramo agree that, Beltramo may perform gravel mining operations within the Easement Premises identified on Exhibit A; provided, however that no excavations shall be permitted within 75 feet of any of Sun Mountain's poles or towers and Sun Mountain shall, at all times, retain unfettered access to its facilities (the "**Facilities**") via a route wholly within the Easement Premises. Further, Beltramo shall be responsible for any damages, losses or costs incurred by Sun Mountain which are caused by Beltramo or its agents, employees or contractors and Beltramo shall maintain and keep in full force and effect commercial general liability insurance with annual limits that are customary and commercially reasonable for the gravel mining industry.

The parties hereby acknowledge that Beltramo will have continuous access to its mine at all times and agree to reasonably cooperate to coordinate activities during construction of the Sun Mountain Facilities to ensure the safety of all parties.

Attached as Exhibit B is a depiction of the portion of the planned Sun Mountain Facilities which overlap with the land currently permitted for gravel mining by Beltramo. Sun Mountain acknowledges that, prior

to the date hereof, Beltramo has partially excavated the area around Pole No. 15 to an elevation of 4741.7 feet which is identified on Exhibit B, and that Beltramo intends to continue excavation of this area which will create an effectively uniform elevation within the 75 foot radius of the centerline of Pole No. 15 at approximately 4741.7 feet. This elevation has been confirmed by representatives of Beltramo and Sun Mountain prior to the date of this letter. Sun Mountain will ensure that the centerline and 75 foot radius around the centerline of Pole Nos. 15-17 are staked by its surveyor on or before December 27, 2021. Sun Mountain and Beltramo hereby agree that Beltramo may continue to excavate the remainder of this area and process the available rock, so long as such efforts are completed by January 14, 2021.

In full consideration for the agreements set forth in this letter, Lightsource Renewable Energy Operations, LLC, an affiliate of Sun Mountain, shall pay Beltramo the one-time amount of \$100,000.00, within twenty (20) business days following satisfaction of all of the following conditions: (i) receipt of a W-9 and wire instructions for Beltramo, and (iii) the commencement of full construction of the solar facility on the Property. Further, Lightsource Renewable Energy Operations, LLC agrees to pay Cesar the one-time amount of \$20,000 pursuant to a separate written agreement.

This Agreement shall inure to the benefit of and shall be binding upon Sun Mountain and Beltramo, and their respective heirs, personal representatives, successors, and assigns.

Sincerely,

TONY J. BELTRAMO & SONS, INC.

By: Tim Beltramo
Name: Tim Beltramo
Title: President

Acknowledged by:

SUN MOUNTAIN SOLAR 1, LLC

By: Kevin Smith
Kevin Smith, Chief Executive Officer

LIGHTSOURCE RENEWABLE ENERGY OPERATIONS, LLC

By: Kevin Smith
Kevin Smith, Chief Executive Officer

EXHIBIT A

Leased Premises

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW4 NW4) AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW4 NW4) OF SECTION 26, AND THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (S2 SE4 NE4), THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (N2 SE4 NE4), THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE4 NE4) AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW4 NE4) OF SECTION 27, ALL IN TOWNSHIP 21 SOUTH, RANGE 64 WEST OF THE 6TH P.M., PUEBLO COUNTY, COLORADO.

Parcel ID: 1400000117

Easement Premises

A CENTERLINE DESCRIPTION FOR A 150 FEET WIDE PERMANENT EASEMENT, BEING 75 FEET, AS MEASURED, PERPENDICULAR, LEFT AND RIGHT OF SAID CENTERLINE LOCATED IN PARCELS NO. 1400000119, 1422000017, 1422000021, 1422000015, 1400000055, 1400000017, 1400000116, AND 1400000117, RECORDED IN RECEPTION NOS. 1343125 AND 1955409, SITUATED IN THE NORTHWEST QUARTER AND THE SOUTH HALF OF SECTION 22, AND THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 21 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 22, A FOUND 6"X6"X4" STONE W/"X" CHISELED IN TOP; THENCE SOUTH 53°29'28" WEST A DISTANCE OF 3063.31 FEET TO THE CENTERLINE OF SAID PERMANENT EASEMENT AND THE **POINT OF BEGINNING**; THENCE ALONG SAID CENTERLINE, THE FOLLOWING SEVEN (7) COURSES:

1. SOUTH 00°13'42" WEST, A DISTANCE OF 755.85 FEET;
2. SOUTH 83°16'52" EAST, A DISTANCE OF 1098.74 FEET;
3. SOUTH 81°37'18" EAST, A DISTANCE OF 798.19 FEET;
4. SOUTH 79°33'48" EAST, A DISTANCE OF 477.13 FEET;
5. SOUTH 36°51'04" EAST, A DISTANCE OF 598.44 FEET;
6. SOUTH 22°24'53" EAST, A DISTANCE OF 2617.80 FEET;
7. SOUTH 00°00'06" EAST, A DISTANCE OF 2115.50 FEET TO THE **POINT OF TERMINUS** FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 22 BEARS NORTH 24°23'20" WEST, A DISTANCE OF 2901.91 FEET;

CONTAINING 1,268,972 SQUARE FEET OR 29.132 ACRES, MORE OR LESS.

THE SIDELINES OF SAID EASEMENT ARE SHORTENED OR LENGTHENED TO MEET AT ANGLE POINTS AT THE SOUTH RIGHT-OF-WAY LINE OF SAINT CHARLES ROAD AND THE SOUTH PARCEL LINE.

THE BEARINGS, DISTANCES AND AREAS SHOWN HEREON ARE BASED ON U.S. FOOT, NAD 83/2011, COLORADO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, GRID. THE BASIS OF BEARINGS IS THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 22, THE SOUTHWEST CORNER BEING A FOUND 2-1/2" ALUMINUM CAP PLS 16128 AND THE SOUTH QUARTER CORNER BEING A FOUND 3/4" REBAR, WHICH BEARS NORTH 89°59'40" WEST, A DISTANCE OF 2628.83 FEET.

EXHIBIT B

Overlay of Facilities

