

AMENDMENT AND EXTENSION
OF
OPTION AGREEMENT FOR PURCHASE OF EASEMENT

This AMENDMENT AND EXTENSION OF OPTION AGREEMENT FOR PURCHASE OF EASEMENT ("Amendment") is executed as of this 10 day October, 2019 by and between PRI #4, LLC, a Colorado limited liability company (collectively, "Seller"), and TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC., a Colorado cooperative corporation, whose address is 1100 West 116th Avenue, Westminster, Colorado 80234, Colorado ("Tri-State").

RECITALS:

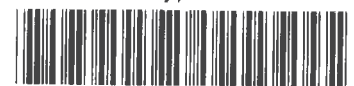
WHEREAS, Seller and Tri-State previously entered into that certain OPTION AGREEMENT FOR PURCHASE OF EASEMENT executed as of November 26, 2018 and recorded November 30, 2018 at Reception No. 218138522 with the Clerk and Recorder of El Paso County, Colorado ("Original Agreement");

WHEREAS, Seller and Tri-State have agreed that end date of the Option Period under the Original Agreement is to be extended, and therefore wish to amend the terms of the Original Agreement as more particularly set forth in this Amendment.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual benefits to the parties hereunder and other good and valuable consideration, the receipt of which is hereby acknowledged, Seller and Tri-State hereby agree as follows:

1. The above recitals are hereby incorporated herein by this reference and made part of the agreement of the parties.
2. The Original Agreement is hereby amended to extend the end of the Option Period (as such term is defined in the Original Agreement) from December 31, 2019 to December 31, 2020 ("such extended period to be referred to as the "Extended Option Period").
3. In consideration of Seller's agreement to the Extended Option Period, Tri-State agrees to pay to Seller FIVE HUNDRED DOLLARS (\$500.00), within fifteen (15) business days following execution and delivery of this Amendment by Tri-State and Seller.
4. Except as specifically set forth herein, the terms and conditions of the Original Agreement shall remain unchanged and in full force and effect in all respects. References herein to the "Option Agreement" mean the Original Agreement as amended by this Amendment.
5. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument; and this Amendment will be effective upon the execution hereof by the last-to-sign of all the parties hereto.



IN WITNESS WHEREOF, the Seller and Tri-State have executed this AMENDMENT AND EXTENSION OF OPTION AGREEMENT FOR PURCHASE OF EASEMENT through their duly authorized signatories, effective upon the date first listed above.

SELLER

TRI-STATE

PRI #4, LLC, a Colorado limited liability company

TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.

By: Elite Properties of America, Inc., a Colorado Corporation, its manager

By: [Signature]
Joel K. Bladow, Senior Vice President, Transmission

By: [Signature]
Douglas M. Stimple, CEO

Date: 9-20-19

Date: 10/10/19

STATE OF Colorado)
)ss
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 20th day of September, 2019, by Douglas M. Stimple, CEO of Elite Properties of America, Inc., a Colorado Corporation, as manager of PRI #4, LLC, a Colorado limited liability company.

My commission expires: 06-15-2020

[Signature]
Notary Public (Seal)
KATHRYN MARIE LASATER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20164022814
MY COMMISSION EXPIRES 06-15-2020

~~STATE OF Colorado)
)ss
COUNTY OF _____)~~

~~The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Joel K. Bladow, Senior Vice-President, Transmission, of Tri-State Generation and Transmission Association, Inc.~~

~~My commission expires: 06-15-2020~~

~~Notary Public (Seal)
KATHRYN MARIE LASATER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20164022814
MY COMMISSION EXPIRES 06-15-2020~~

IN WITNESS WHEREOF, the Seller and Tri-State have executed this AMENDMENT AND EXTENSION OF OPTION AGREEMENT FOR PURCHASE OF EASEMENT through their duly authorized signatories, effective upon the date first listed above.

SELLER

TRI-STATE

PRI #4, LLC, a Colorado limited liability company

TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.

By: Elite Properties of America, Inc., a Colorado Corporation, its manager

By: _____
Joel K. Bladow, Senior Vice President, Transmission

By: _____
Douglas M. Stimple, CEO

Date: _____

Date: _____

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Douglas M. Stimple, CEO of Elite Properties of America, Inc., a Colorado Corporation, as manager of PRI #4, LLC, a Colorado limited liability company.

My commission expires: _____

Notary Public (Seal)

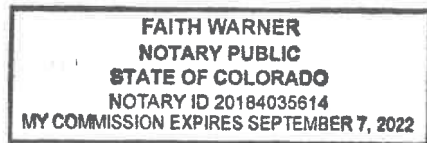
STATE OF Colorado)
)ss
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 10 day of October, 2019, by Joel K. Bladow, Senior Vice-President, Transmission, of Tri-State Generation and Transmission Association, Inc.

My commission expires: 9/7/2022

Faith Warner

Notary Public (Seal)



AMENDMENT AND EXTENSION
OF
OPTION AGREEMENT FOR PURCHASE OF EASEMENT

This AMENDMENT AND EXTENSION OF OPTION AGREEMENT FOR PURCHASE OF EASEMENT (“Amendment”) is executed as of this 10 day October, 2019 by and between PRI #4, LLC, a Colorado limited liability company (collectively, “Seller”), and TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC., a Colorado cooperative corporation, whose address is 1100 West 116th Avenue, Westminster, Colorado 80234, Colorado (“Tri-State”).

RECITALS:

WHEREAS, Seller and Tri-State previously entered into that certain OPTION AGREEMENT FOR PURCHASE OF EASEMENT executed as of November 26, 2018 and recorded November 30, 2018 at Reception No. 218138522 with the Clerk and Recorder of El Paso County, Colorado (“Original Agreement”);

WHEREAS, Seller and Tri-State have agreed that end date of the Option Period under the Original Agreement is to be extended, and therefore wish to amend the terms of the Original Agreement as more particularly set forth in this Amendment.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual benefits to the parties hereunder and other good and valuable consideration, the receipt of which is hereby acknowledged, Seller and Tri-State hereby agree as follows:

1. The above recitals are hereby incorporated herein by this reference and made part of the agreement of the parties.
2. The Original Agreement is hereby amended to extend the end of the Option Period (as such term is defined in the Original Agreement) from December 31, 2019 to December 31, 2020 (“such extended period to be referred to as the “Extended Option Period”).
3. In consideration of Seller’s agreement to the Extended Option Period, Tri-State agrees to pay to Seller FIVE HUNDRED DOLLARS (\$500.00), within fifteen (15) business days following execution and delivery of this Amendment by Tri-State and Seller.
4. Except as specifically set forth herein, the terms and conditions of the Original Agreement shall remain unchanged and in full force and effect in all respects. References herein to the “Option Agreement” mean the Original Agreement as amended by this Amendment.
5. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument; and this Amendment will be effective upon the execution hereof by the last-to-sign of all the parties hereto.

IN WITNESS WHEREOF, the Seller and Tri-State have executed this AMENDMENT AND EXTENSION OF OPTION AGREEMENT FOR PURCHASE OF EASEMENT through their duly authorized signatories, effective upon the date first listed above.

SELLER

TRI-STATE

PRI #4, LLC, a Colorado limited liability company

TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.

By: Elite Properties of America, Inc., a Colorado Corporation, its manager

By: [Signature]
Joel K. Bladow, Senior Vice President, Transmission

By: [Signature]
Douglas M. Stimple, CEO

Date: 9-20-19

Date: 10/10/19

STATE OF Colorado)
)ss
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 20th day of September, 2019, by Douglas M. Stimple, CEO of Elite Properties of America, Inc., a Colorado Corporation, as manager of PRI #4, LLC, a Colorado limited liability company.

My commission expires: 06-15-2020

[Signature]
Notary Public (Seal)
KATHRYN MARIE LASATER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20164022814
MY COMMISSION EXPIRES 06-15-2020

~~STATE OF Colorado)
)ss
COUNTY OF _____)~~

~~The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Joel K. Bladow, Senior Vice-President, Transmission, of Tri-State Generation and Transmission Association, Inc.~~

~~My commission expires: 06-15-2020~~

~~Notary Public (Seal)
KATHRYN MARIE LASATER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20164022814
MY COMMISSION EXPIRES 06-15-2020~~

AMENDMENT AND EXTENSION
OF
OPTION AGREEMENT FOR PURCHASE OF EASEMENT

This AMENDMENT AND EXTENSION OF OPTION AGREEMENT FOR PURCHASE OF EASEMENT ("Amendment") is executed as of this 10 day October, 2019 by and between SAM THOMAS and JOANN GEORGE (collectively, "Seller"), and TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC., a Colorado cooperative corporation, whose address is 1100 West 116th Avenue, Westminster, Colorado 80234, Colorado ("Tri-State").

RECITALS:

WHEREAS, Seller and Tri-State previously entered into that certain OPTION AGREEMENT FOR PURCHASE OF EASEMENT executed as of August 30, 2018 and recorded November 30, 2018 at Reception No. 218138420 with the Clerk and Recorder of El Paso County, Colorado ("Original Agreement");

WHEREAS, Seller and Tri-State have agreed that end date of the Option Period under the Original Agreement is to be extended, and therefore wish to amend the terms of the Original Agreement as more particularly set forth in this Amendment.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual benefits to the parties hereunder and other good and valuable consideration, the receipt of which is hereby acknowledged, Seller and Tri-State hereby agree as follows:

1. The above recitals are hereby incorporated herein by this reference and made part of the agreement of the parties.
2. The Original Agreement is hereby amended to extend the end of the Option Period (as such term is defined in the Original Agreement) from September 30, 2019 to December 31, 2020 ("such extended period to be referred to as the "Extended Option Period").
3. In consideration of Seller's agreement to the Extended Option Period, Tri-State agrees to pay to Seller FIVE HUNDRED DOLLARS (\$500.00), within fifteen (15) business days following execution and delivery of this Amendment by Tri-State and Seller.
4. Except as specifically set forth herein, the terms and conditions of the Original Agreement shall remain unchanged and in full force and effect in all respects. References herein to the "Option Agreement" mean the Original Agreement as amended by this Amendment.
5. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument; and this Amendment will be effective upon the execution hereof by the last-to-sign of all the parties hereto.

Chuck Broerman
10/24/2019 01:02:52 PM
Doc \$0.00 2
1 Rec \$18.00 Pages


El Paso County, CO

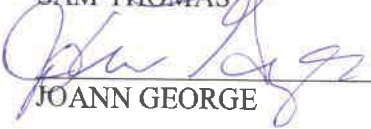


219132911

IN WITNESS WHEREOF, the Seller and Tri-State have executed this AMENDMENT AND EXTENSION OF OPTION AGREEMENT FOR PURCHASE OF EASEMENT through their duly authorized signatories, effective upon the date first listed above.

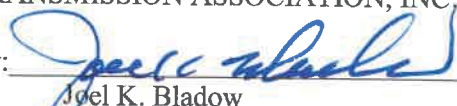
SELLER:



SAM THOMAS


JOANN GEORGE

TRI-STATE:

TRI-STATE GENERATION AND
TRANSMISSION ASSOCIATION, INC.
By: 

Joel K. Bladow
Senior Vice-President, Transmission

STATE OF Colorado)
)ss
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 17 day of September, 2019, by SAM THOMAS.

My commission expires: 10-20-21



Notary Public (Seal)

PHIL B. MAZUR
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094033790
MY COMMISSION EXPIRES 10/20/2021

STATE OF Colorado)
)ss
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 17 day of September, 2019, by JOANN GEORGE.

My commission expires: 10-20-21



Notary Public (Seal)

PHIL B. MAZUR
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094033790
MY COMMISSION EXPIRES 10/20/2021

STATE OF Colorado)
)ss
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 10 day of October, 2019, by Joel K. Bladow, Senior Vice-President, Transmission, of Tri-State Generation and Transmission Association, Inc.

My commission expires: 9/7/2022



Notary Public (Seal)

FAITH WARNER
Notary Public (Seal)
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184035614
MY COMMISSION EXPIRES SEPTEMBER 7, 2022



LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is made this 16th day of August, 2019 (“**Effective Date**”), by and between **Morley-Bentley Investments, LLC** a Colorado limited liability company, whose address is 20 Boulder Crescent Street, Suite 100, Colorado Springs Colorado 80903 (“**Licensor**”), and **Tri-State Generation and Transmission Association, Inc.**, a Colorado cooperative corporation, whose address is 1100 W. 116th Ave., Westminster, Colorado 80234 (“**Tri-State**”) and **Mountain View Electric Association, Inc.** 11140 E. Woodman Road, Falcon, Colorado 80831 (“**Mountain View**”).

RECITALS:

A. Licensor is the owner of certain real property located at the West ½ of the Southeast ¼ of Section 34, Township 12 S, Range 65W of the 6th PM, El Paso County Colorado (vacant land), as more fully described on the attached Exhibit A to staging area (the “**Licensed Premises**”).

B. Tri-State and Mountain View request a license for access to the Licensed Premises for installing and maintain and electrical transmission line and electrical substation facility as more specifically stated in this Agreement.

C. Licensor will grant a license, for the purposes stated in this Agreement, to Tri-State and Mountain View on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00), the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor, Tri-State and Mountain View agree as follows:

1. Grant of License. Licensor grants to Tri-State, Mountain View and their employees, contractors, subcontractors, representatives and agents, a license (the “**License**”) to enter upon, over, under and across the Licensed Premises to store materials and equipment for use in the construction of an electrical transmission line and electrical substation.

Tri-State and Mountain View have the right to remove trees, shrubs, vegetation and landscaping improvements (collectively, “**Landscaping**”) located upon the Licensed Premises that interfere with the work to be performed by Tri-State or that interfere with the reasonable use of the License without any obligation to replace or restore such Landscaping. Licensor acknowledges and agrees that reimbursement for the loss of such Landscaping has been included in the consideration given to Licensor for this Agreement.

2. Term. The License commences on the Effective Date and terminates July 1, 2022, which period is referred to in this Agreement as the “**Term**.”

3. Non-Revocability. The Parties intend for this License be to coupled with Tri-State’s or Mountain View’s interests in its facilities constructed or installed on, over or under the

Licensed Premises or otherwise attached to the Licensed Premises, if any, and, therefore, such License shall be non-revocable to the maximum extent permitted by applicable law.

4. Retained Rights of Licensor. So long as the rights granted to Tri-State and Mountain View in this Agreement are not impaired, Licensor reserves the right of ownership, use and occupancy of the real property within the Licensed Premises.

5. Fixtures and Personal Property. All personal property, equipment, machinery, trade fixtures, and structures ("Fixtures and Personal Property") installed, constructed, stored or used by Tri-State and Mountain View upon the Licensed Premises are and will remain the property of Tri-State and Mountain View free and clear of any claim by Licensor, unless any such property is transferred to Licensor by written instrument. Tri-State and Mountain View must remove their Fixtures and Personal Property from the Licensed Premises within thirty (30) days following termination of this Agreement, and Licensor must not in any way interfere with Tri-State and Mountain View's removal of its Fixtures and Personal Property from the Licensed Premises.

6. Damage to Improvements or Slope and Grade. In the event of any physical damage to Licensor's improvements (other than Landscaping) located upon, or to the slope and grade of, the surface of the Licensed Premises or Licensor's property located outside of the Licensed Premises as a result of Tri-State and Mountain View's occupancy and work upon the Licensed Premises, Tri-State and/or Mountain View will restore, replace, or repair the said improvements or the slope and grade of the surface, as the case may be, to the original condition as near as may be reasonably possible at Tri-State or Mountain View's sole cost and expense.

7. Security Interests. Tri-State and Mountain View shall have the right at any time and from time to time to mortgage, create, or provide for a security interest in or convey in trust its rights, titles, and interests in this Agreement to a lender, mortgagee, or trustee under deeds of trust, mortgages, or indentures, or to secured parties under security agreements, as security for its present or future bonds or other obligations or securities, and to any successors or assigns thereof, and without such lender, mortgagee, trustee, or secured party assuming or becoming in any respect obligated to perform any of the obligations of Tri-State or Mountain View. Any lender, mortgagee, trustee, or secured party under a present or future deed of trust, mortgage, indenture, or security agreement of Tri-State or Mountain View and any successor thereof by action of law or otherwise, and any purchaser, transferee, or assignee of any thereof may, without need for the prior consent of Licensor, succeed to and acquire all the rights, titles, and interests of Tri-State and Mountain View in this Agreement, and may foreclose upon said rights, titles, and interests of Tri-State and Mountain View.

8. Representation and Warranty. Licensor hereby represents and warrants that it is the owner of the Licensed Premises and has the full power and authority to grant this License.

9. Modification. This Agreement, including its integrated exhibit, constitutes the entire and final agreement and understanding between the Parties with respect to the subject matter set forth herein, and supersedes, integrates, and replaces all prior agreements and

understandings with respect to the subject matter hereof. This Agreement may be modified only by a writing signed by Licensor, Tri-State and Mountain View.

10. Colorado Law. This Agreement shall be governed by and construed in accordance with Colorado law. The parties (on behalf of themselves and their respective successors and assigns) hereby consent to the jurisdiction and venue of all state and federal courts located in the State of Colorado with respect to all disputes and other matters arising under or in connection with this Agreement and waive any objection they might otherwise have to such jurisdiction and venue.

11. Recordation. Tri-State may record this Agreement in the real property records of the county in which the Licensed Premises is located.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Delivery may be effected by actual delivery or by electronic or fax transmission of an executed counterpart copy to the other party.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

MOUNTAIN VIEW:

MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., a Colorado cooperative corporation

By: *[Signature]*

Joseph Martin, President

*David Waldner
Manager of Engineering*

STATE OF COLORADO)

) ss.

COUNTY OF)

The foregoing agreement was acknowledged before me on this 6th day of August, 2019 by Joseph Martin as the President, of Mountain View Electric Association, Inc. *David Waldner Manager of Engineering*

(Notarial Seal)

**CATHERINE HANSEN-LEE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20054012318
MY COMMISSION EXPIRES 03-28-2021**

Catherine Hansen-Lee
Notary Public
My commission expires: 03-28-2021

EXHIBIT A
DESCRIPTION OF LICENSED PREMISES

Tri-State Generation and Transmission

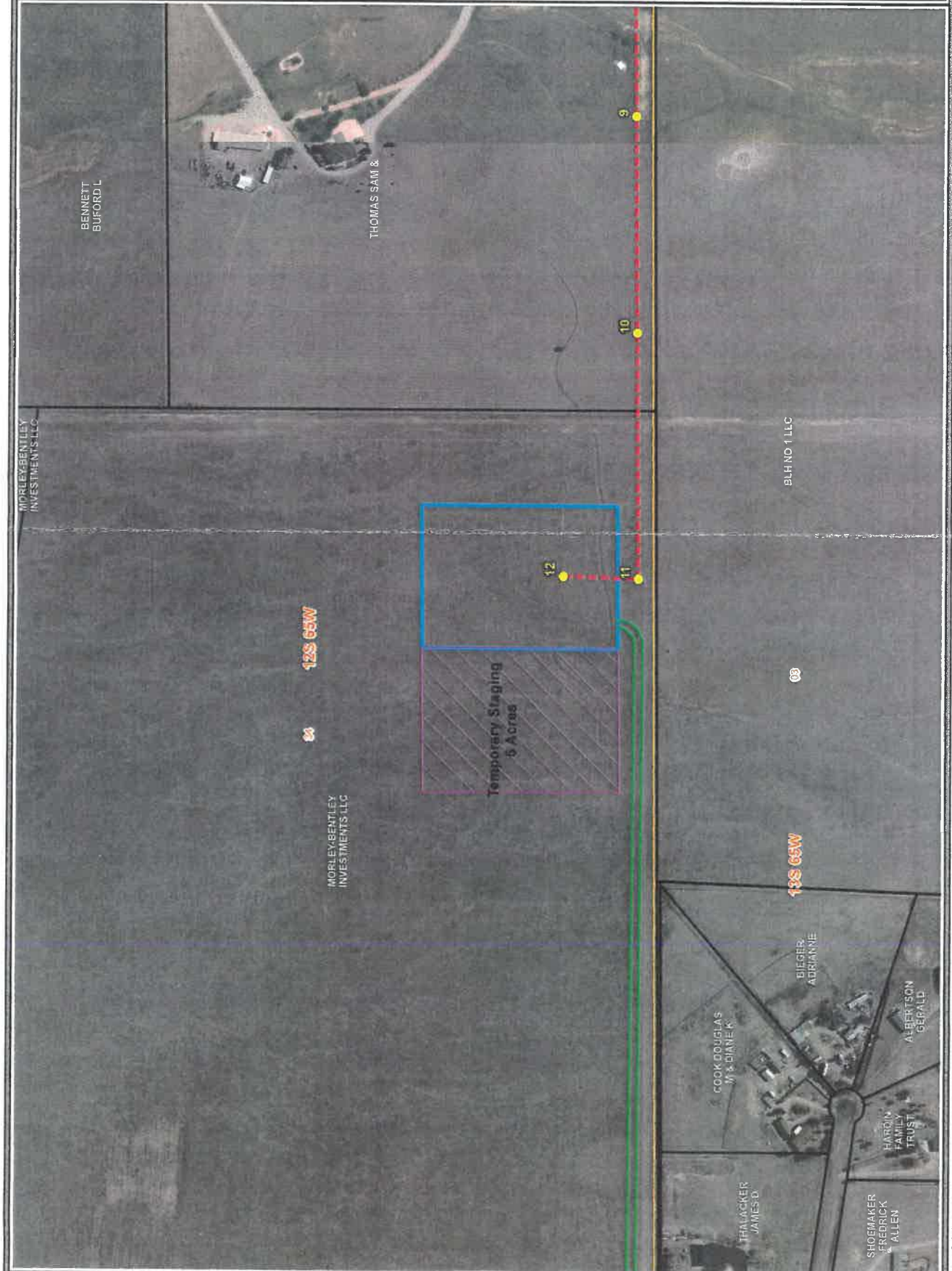
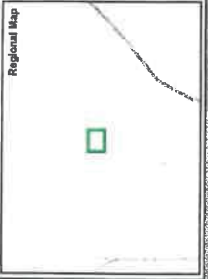
Temporary Staging Area
5 Acres

-  Structures
-  Temporary Access Easement
-  Transmission Line
-  Staging Area
-  Parcel
-  Voltmer Substation
-  Section
-  Township/Range

Exhibit A



This map includes locatable information of Tri-State and filed parties. The GIS data and maps may not be updated to any other party. The information is provided for informational purposes only. The user assumes all responsibility for the use of the information. The information is not intended to be used for any other purpose. The information is not intended to be used for any other purpose. The information is not intended to be used for any other purpose.



CONTRACT TO SELL

This Contract is dated March 7, 2019, 2018 ("Contract Date") between **MORLEY-BENTLEY INVESTMENTS, LLC A COLORADO LIMITED LIABILITY COMPANY**, whose address is 20 Boulder Crescent Street, Suite 200 Colorado Springs CO 80903, and **TRADER VIC'S INVESTMENTS LP, AN OKLAHOMA LIMITED PARTNERSHIP**, hereinafter collectively called "Owner", which agrees to sell on the terms herein to **MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC.**, whose address is P.O. Box 1600, Limon, Colorado 80828-1600, hereinafter called "Mountain View" and agrees to purchase, the following described real estate, hereinafter referred to as "Property", situate in the County of El Paso, State of Colorado, to-wit:

A tract containing approximately 5 acres located in the West Half of the Southeast quarter of Section 34, Township 12 South, Range 65 West of the 6th P.M., El Paso County, as shown on the attached Exhibit A

1. The purchase price for the Property shall be as follows:

(a) Earnest Money: [REDACTED] Dollars, in cash paid to Owner, the receipt of which is hereby acknowledged, and shall be credited to Mountain View at closing.

(b) Cash at Closing: [REDACTED] Dollars in cash or certified funds delivered to Owner at closing and upon delivery of deed as set forth in Paragraph 2 below, at the time, date and place of closing to be mutually agreed to by the parties hereto, less any amounts to be withheld in accordance with this Contract, and further subject to all terms and conditions hereof as follows:

2. Owner shall execute and deliver to Mountain View a Special Warranty Deed in a form acceptable to Mountain View for possession of the Property, at the closing to be held within 30 days of receipt of the approvals by El Paso County as described in Paragraph 8 hereof for use of the Property as a substation site, together with an Electrical Transmission Line Easement for the benefit of Mountain View and Tri-State Generation and Transmission Association Inc. in the form attached here to as Exhibit B, and an Access Easement for the benefit of Mountain View and Tri-State Generation and Transmission Association, Inc. in the form attached hereto as Exhibit C, conveying said Property, free and clear of all taxes, except the general taxes for the year of closing, and free and clear of all liens for special improvements installed as of the date of closing, whether assessed or not, free and clear of all liens, encumbrances, tenancies, leases, restrictive covenants and easements, except as shown on the title commitment.

3. General taxes for the year of closing shall be apportioned between the parties to the date of delivery of deed. However, Owner shall be responsible for taxes, interest and penalties for the preceding years. Except as provided herein, any other closing costs shall be paid by Owner or Mountain View pursuant to customary Colorado real estate practices; for example, the parties shall equally pay for title company's closing services.

4. Time is of the essence hereof, and all terms, conditions and covenants shall be tendered or performed as specified herein.

5. Owner represents and covenants to Mountain View that it comprises all of the parties who have a fee interest in said Property, and that it has full and lawful authority to enter into this contract.

6. Owner hereby grants Mountain View and its employees, agents, assigns and independent contractors from the date hereof until the final closing, the right, license, permission and consent to enter upon the Property for the purposes of performing tests, studies and analyses thereon. Mountain View shall indemnify and hold Owner harmless from and against any damages that may be incurred by Owner as a result of such actions of Mountain View its employees, agents and independent contractors. Mountain View agrees to promptly refill holes dug and otherwise to repair any damage to the Property as a result of its activities. Mountain View will permit no lien to attach to Property as a result of these activities. In the event any such liens are filed, then Mountain View shall be solely liable therefore, as well as any and all damages, costs, and attorney's fees incurred by Owner as a result thereof and/or defense thereof. After written demand by Owner, Mountain View shall discharge any such liens forthwith, or in the alternative, bond-over any such lien in accordance with Colorado law.

7. **OWNER'S ADDITIONAL WARRANTIES.** Owner represents and warrants, as of the date hereof, and as of the date of the closing, that the following are true and correct:

7.1 **SOILS.** That Owner has no knowledge of any patent or latent defects, soil deficiencies, or subsurface anomalies existing on the Property;

7.2 **NO LITIGATION OR INVESTIGATIONS.** That there is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person known to Owner against or otherwise affecting the Property, or against Owner which could result in a lien on the Property; nor does Owner know of any ground for any such litigation, proceedings or investigations;

7.3 **NO CONDEMNATION.** That Owner has received no written or official notice of any condemnation proceedings against the whole or any part of the Property;

7.4 **DOCUMENTS.** To the best of Owner's knowledge, each and every document schedule, item and other information delivered or to be delivered by the Owner to Mountain View hereunder, or made available to Mountain View for inspection hereunder, shall be true, accurate and correct; and

7.5 **NO LEASES.** There are no leases, tenancies or rental agreements relating to the Property, or to any part thereof, which cannot be terminated by Owner without recourse on or prior to the date of closing of the transactions provided in the contract; and

7.6 NO EASEMENTS. Owner has not granted or created, and has no knowledge of any third parties who may have the right to claim or assert any easement, right-of-way or claim of possession not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of the Property; and

7.8 NO LANDFILL. To the best of Owner's knowledge, no part of the Property has ever been used as a land fill, and no materials have ever been stored or deposited upon the Property which would, under any applicable governmental law or regulation, require that the Property be treated or materials removed from the Property prior to the use of the Property for any purpose which would be permitted by law but for the existence of said materials on the Property; and

7.9 NO POLLUTION. Owner has not caused and will not cause, and to the best of Owner's knowledge, there never has occurred, the release of any hazardous substance on the Property. Mountain View may, at its own expense, obtain Phase I and Phase II environmental reports and determine in its independent judgment, free from guarantee or warranty on the part of Owner, as to whether or not to proceed with closing of this contract; then notwithstanding any provision hereof to the contrary, Mountain View, may, at its option, (a) extend the closing up to a maximum of ninety (90) days to allow the Owner to move any hazardous materials to allow the property to conveyed without any contamination as provided herein; (b) proceed with this contract and waive any defects which Mountain View, in its sole discretion, determines can be waived; (c) any combination of (a) and (b), above; or (d) terminate this contract..

8. This contract is conditioned upon Mountain View obtaining the approval of the El Paso County for the subdivision of the Property and for use of the Property as an electrical substation site and associated electrical transmission line within 365 days after making application to El Paso County for said subdivision and use. Mountain View shall make such initial application within 180 days of Contract Date and use reasonable efforts to obtain such approval within such three hundred sixty-five (365) day period. Owner agrees to provide its written authorization as may be required by El Paso County to process said subdivision and use applications. In the event Mountain View is unable to obtain said subdivision or use approval, Mountain View may terminate this contract by providing written notice to the Owner.

9. The parties hereto agree that, except for such of the terms, conditions, covenants and agreements hereof which are, by their very nature, fully and completely performed upon the closing of the purchase-sale transaction herein provided for, all of the terms, conditions, representations, warranties, covenants and agreements herein set forth and contained shall survive the closing of any purchase-sale transaction herein provided for, and shall continue after said closing to be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

10. Mountain View shall obtain and pay for a County Treasurer's Certificate of Taxes and a commitment for a title insurance policy to be issued by a title insurance company selected by Mountain View no later than thirty (30) days from the Contract Date. The policy itself will not be provided until after closing. In the event that Mountain View

objects in writing to Owner within sixty (60) days of the Contract Date, the commitment for title insurance or Certificate of Taxes shows that Owner does not have good and merchantable fee simple title to said Property or is not the sole owner of said Property, or shows outstanding liens against or encumbrances upon the Property, or in the event said commitment or other investigation shows rights of parties in possession other than those listed as Owner, the Owner, at its cost, shall either (a) terminate this Contract and return the Earnest Money to Mountain View, or (b) obtain a release and/or conveyance to Mountain View of any rights or interests identified in title commitment or by other investigation. Owner will obtain a full release of the existing deed of trust which encumbers the subject property no later than the date of closing out of the proceeds of closing, provided, however, Mountain View, may, at its option, terminate this Contract if Owner fails to perform (b) above.

11. If the Owner, by special warranty deed and easements set forth in paragraph 2 above, is unable or unwilling to convey good and merchantable title to Mountain View, free and clear of all liens and free and clear of the taxing authority of any special district unacceptable to Mountain View then notwithstanding any provision hereof to the contrary, Mountain View, may, at its option, (a) extend the closing up to a maximum of ninety (90) days to allow the Owner to clear the title to and deliver a special warranty deed for the Property as provided herein, (b) terminate this contract and proceed to acquire the Property by condemnation, and neither party may use the values established in this contract in said condemnation action to establish the fair market value of the property being acquired, (c) proceed with this contract and waive any defects in title which Mountain View, in its sole discretion, determines can be waived; (d) any combination of (a), (b), and (c) above; (e) terminate this contract.

12. This Agreement shall be governed, construed, and the rights of the parties interpreted and determined in accordance with the laws of the State of Colorado, without regard to the principles of conflicts of law, including, but not limited to, all matters of formation, interpretation, construction, validity, performance, and enforcement. The parties hereto agree that exclusive venue for any proceedings relating to this Agreement (including, without limitation, the enforcement hereof) shall be in a state or federal district court located in El Paso County, State of Colorado. In the event an action is brought to enforce this agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs incurred by the prevailing party in such action.

13 This contract is an integration and expresses the entire agreement between all the parties, and the parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party, or its agents or employees, hereto.

14. This contract shall be binding upon and shall inure to the benefit of the parties, their heirs, successors and assigns.

15 Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the

covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

16. Upon termination of this contract by Mountain View pursuant to Paragraphs 8 or 11 above, Owner shall retain all earnest money paid, and both Owner and Mountain View shall thereafter be released from all obligations hereunder.

IN WITNESS WHEREOF, Owner has caused this instrument to be duly executed as of this 17th day of August, 2018.

OWNER: MORLEY-BENTLEY INVESTMENTS, LLC

By: [Signature]
Its: Manager

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The above and foregoing Contract to Sell was acknowledged before me this 17th day of August, 2018, by JAMES F. MORLEY of Morley-Bentley Investments, LLC, as MANAGER.

Witness my hand and official seal.

My Commission expires: 5-30-2022
[Signature]
Notary Public

ERIC S HOWARD
Notary Public
State of Colorado
Notary ID # 20144021884
My Commission Expires 05-30-2022

{SEAL}

OWNER: TRADER VIC'S INVESTMENTS, LP

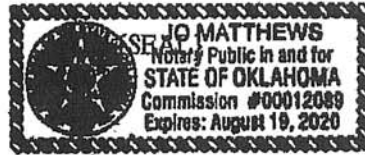
By: [Signature] MAN ROL INVESTMENTS, LLC
Its: TRADER VIC'S INVESTMENTS, LP
GENERAL PARTNER

Oklahoma
STATE OF ~~COLORADO~~)
) ss.
Tulsa
COUNTY OF ~~EL PASO~~)

The above and foregoing Contract to Sell was acknowledged before me this 26th day of Feb, 2019, by Stephen R But of Trader Vic's, LP as General Partner

Witness my hand and official seal.

My Commission expires: 8-19-20
Jo Matthews
Notary Public

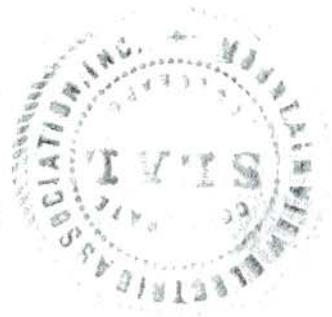


MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC.

By: Joseph D. Martin
Title: President

ATTEST:
Jaclyn Palmer

(Corporate Seal)



STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The above and foregoing Contract to Sell was acknowledged before me this 7th day of March, 2018, by Joseph D. Martin of Mountain View Electric Association, Inc. as President.

Witness my hand and official seal.

My Commission expires: May 6 2022
Brenda Lynn Smithson
Notary Public

{SEAL}

