

## FIRST AMENDMENT TO TEMPORARY EASEMENT AGREEMENT

This First Amendment to Temporary Easement Agreement (this "**Amendment**") is entered into as of the 25<sup>th</sup> day of April, 2024 (the "**Effective Date**"), by and between **NL PARKLANDS V4 LAND CO, LLC**, a Colorado limited liability company ("**Grantor**"), for the benefit of **KL LB BUY 1 LLC**, a Delaware limited liability company ("**Grantee**").

### RECITALS

A. Grantee and Grantor entered into that certain Temporary Easement Agreement, dated as of March 28, 2024, and recorded on April 2, 2024 at Reception No. E4018868 in the real property records of Arapahoe County, Colorado (the "**Easement Agreement**").

B. Grantor and Grantee now desire to amend the Easement Agreement as more particularly set forth below.

### AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. **Defined Terms.** All initially capitalized terms used but not defined in this Amendment will have the meanings given to such terms in the Easement Agreement.
2. **Insurance Requirements.** For the avoidance of doubt, Grantor acknowledges and agrees that notwithstanding any contrary language in Section 8 of the Easement Agreement, the insurance required to be maintained under Section 8 shall only be required from the party(ies) actually performing the Grantee Work or otherwise accessing the Grantor Property. Grantee shall not be directly responsible for obtaining or maintaining any such insurance itself so long as, and to the extent that, Grantee has caused its applicable contractors, consultants, and/or other third parties performing any Grantee Work to maintain such insurance coverages meeting the requirements of Section 8 of the Easement Agreement.
3. **Address for Notices.** The address for notices to Grantee set forth in Section 9 of the Easement Agreement is hereby deleted and replaced with the following:

If to Grantee: KL LB BUY 1 LLC  
c/o Kennedy Lewis Investment Management  
6900 E. Camelback Road, Suite 1090  
Scottsdale, AZ 85251  
Attn.: Brienne Nikrandt  
Email: brienne.nikrandt@klimllc.com

H30 829424 HTC

With a required copy to: Lennar Colorado, LLC  
9193 Jamaica Street, 4th Floor  
Englewood, Colorado 80112  
Attention: Shane Orr  
E-mail: shane.orr@lennar.com

4. Ratification. Except as amended hereby, the Easement Agreement is hereby ratified and confirmed by Grantor and Grantee and shall remain in full force and effect. In the event of any conflict between the Easement Agreement and this Amendment, the terms of this Amendment will apply.
5. Successors and Assigns. The provisions of this Amendment are binding upon and will inure to the benefit of the parties hereto, and their permitted successors and assigns.
6. Counterparts. This Amendment may be executed in counterparts, all of which taken together will be deemed one original, and will be effective upon execution thereof by all parties, notwithstanding the fact that all of the parties hereto are not signatories to the original or same counterpart. Any signature of any party which is delivered by email attachment or photocopy will be deemed to be an original signature and effective upon receipt thereof.
7. Recordation. Grantee will cause this Amendment to be recorded in the real property records of Arapahoe County, Colorado.

[SIGNATURE PAGES FOLLOW]



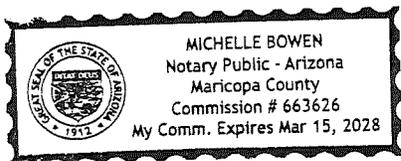
**GRANTEE:**

**KL LB BUY 1 LLC,**  
a Delaware limited liability company

By: Nathan Holt  
Name: Nathan Holt  
Its: Authorized Signatory

STATE OF ARIZONA        )  
  ) SS.  
COUNTY OF MARICOPA    )

The foregoing instrument was acknowledged before me on April 22<sup>nd</sup>, 2024, by Nathan Holt, the Authorized Signatory of KL LB BUY 1 LLC, a Delaware limited liability company, on behalf of said company.



Michelle Bowen  
Notary Public, State of Arizona  
Name: Michelle Bowen  
My commission expires: March 15 2028