

HYBAR DATA ROOM ACCESS AGREEMENT

As a condition to being granted access to the password-protected online data room provided by Hybar LLC (the “Company”) with respect to the 7.375% Senior Secured Green Notes due 2034 issued by the Company (the “Notes”), you hereby acknowledge and agree with the Company as provided in this Hybar Data Room Access Agreement (this “Agreement”). As used herein, “you” means you and the institution or entity on whose behalf you are accessing the data room, and the “Indenture” means the indenture governing the Notes. Capitalized terms used herein but not defined herein have the meanings given to such terms in the Indenture.

1. Access.

The undersigned hereby certifies that (1) it is, or represents an investment manager or investment advisor to, (a) a beneficial owner or Holder of the Notes, (b) a bona fide prospective beneficial owner or Holder of the Notes that is a “qualified institutional buyer” within the meaning of Rule 144A of the United States Securities Act of 1933 (the “Securities Act”) and/or a non-U.S. person as defined under Regulation S under the Securities Act, (c) a securities analyst that is providing analysis of an investment in the Notes, and/or (d) a bona fide market-making financial institution that makes a market in the Notes and (2) that you are not a competitor of the Company or an affiliate of a competitor of the Company. You acknowledge that access to the Data Room is only being granted to the foregoing persons, and access by any person is invalid and prohibited.

The undersigned certifies that it, and any person that it represents who has been granted access to view any information on the Data Room is not, and has no intent to provide information gained through such access to, a competitor or legal adversary of the Company, except as may be required by law.

2. Non-Disclosure.

You agree that you will hold in strict confidence and will not disclose or publish any Confidential Information, and you will not use any Confidential Information except to evaluate or monitor an investment in the Notes or, in the case of a bona fide market-maker, to provide analysis of an investment in the Notes (the “Permitted Purpose”). Notwithstanding the foregoing, the Confidential Information may be disclosed: (i) to your representatives who have a need to know in connection with the Permitted Purpose and are directed to treat the Confidential Information in accordance with the terms of this Access Agreement, (ii) pursuant to a request or requirement pursuant to law, rule, regulation, court order or other similar process (whether by legal, judicial or administrative process, oral questions, interrogatories, requests for information or documents in legal or regulatory proceedings, subpoena, civil investigative demand or other similar process) to disclose any Confidential Information, in each case, subject to Section 4 set forth below, or (iii) with the Company’s prior written consent (which consent may be withheld or denied in the Company’s sole discretion).

The term “Confidential Information” means all other knowledge, data or information of the Company, in each case that is contained in the Data Room. Notwithstanding the foregoing, “Confidential Information” will not include information which (i) is or becomes publicly available (other than as a result of your breach of the confidentiality obligations of this Access Agreement) or is generally known in the industry, (ii) was within your or your representatives’ possession prior to accessing the Data Room, (iii) is obtained from a third party who, to your knowledge, is not subject to another confidentiality agreement with or other contractual, legal, or fiduciary obligation of confidentiality in favor of the Company with respect to such information, or (iv) was independently developed by you or your representatives, or on your behalf, without the use of the Confidential Information or in violation of the terms of this Access Agreement. As used herein, the term “representatives” means any party’s affiliates and its and their respective partners, directors, officers, employees, agents, counsel, auditors, advisors and other representatives.

3. Valid Use of Data Room.

You agree that you will not attempt to download, scan, copy, print or otherwise capture any of the materials contained in the Data Room without the Company’s prior written consent. You will not attempt to circumvent any of the security features of the Data Room. Login credentials to the Data Room may only be used by the person to whom they have been issued, and your login credentials to access the Data Room may be revoked by the Company if at any time you do not comply with your agreements herein. You may not reproduce or distribute any of the materials contained in the Data Room by any means. Additionally, the undersigned represents that it will comply in all material

respects with applicable law, including any laws relating to the use and publication of any information in the Data Room and prohibitions on insider trading, with respect to any information in the Data Room.

4. **Protective Order.**

If you are compelled by any legal process to disclose any Confidential Information, you agree to provide the Company with prompt written notice of such request (unless such notice is prohibited by law, rule or regulation), so that the Company may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Access Agreement.

5. **Miscellaneous.**

You understand and agree that the Company is entitled to rely on your representations, warranties and agreements contained herein.

The provision of the materials in the Data Room does not constitute an offer to sell or a solicitation of an offer to buy the Notes or any other securities.

The materials in the Data Room are being disclosed to you for information purposes only, and the Company makes no representation or warranty, express or implied, regarding the quality, completeness or accuracy of the materials or any information contained therein.

This Access Agreement contains the entire agreement between you and the Company concerning the subject matter hereof, and no modification of this Access Agreement or waiver of any terms hereof will be binding upon you or the Company unless approved in writing by both of the parties hereto.

This Access Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of law that would result in the application of the laws of any other jurisdiction.

The undersigned hereby requests that the Company provide a Data Room password to such Person for access thereto. The undersigned further acknowledges that Data Room access is subject to the undersigned's agreement to the non-disclosure terms and conditions which are a condition to access to and which appear in the entry portal to the Data Room and must be agreed to as a condition to entry into the Data Room.

[Signature Page Follows]

THE UNDERSIGNED HEREBY ACCEPTS ACCESS TO THE DATA ROOM ON THE TERMS SET FORTH ABOVE:

NAME OF INSTITUTION: _____

By: _____

Name:

Title:

CONTACT INFORMATION

Name of institution:

Address:

E-mail Address:

Telephone Number: