

Appendix D

Proof of Legal Access/Easements

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Intermountain Wind, LLC
Attn: Paul Martin
P. O. Box 353
Boulder, CO 80306

12/21/2015 8:00 AM
Page: 1 of 6
User: CW
0961848 Bk:1280 Pg:274 Carbon WY Fees:\$39.00

(Space Above for Recorder's Use Only)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("**Memorandum**") is made and entered into as of 15 Oct 2015, 2015, by (i) **BOULTER'S TWO RIVERS RANCH, LLC**, a Wyoming limited liability company located at 22019 County Road 54, Greeley, Colorado, 80631, and (ii) **WILLIAM P. BAILEY and DEBRA BAILEY**, husband and wife whose address is 26502 WCR 46, Kersey, Colorado, 80644 (collectively "**Landlord**"), and **INTERMOUNTAIN WIND, LLC**, an Idaho limited liability company ("**Tenant**").

1. **Lease.** For the terms and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "**Lease**"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "**Premises**") located in Carbon County in the state of Wyoming, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease includes the grant of an Access Easement, a Transmission Easement, a Utility Easement, and Operations Easements. The general locations of the Easements and their exact location may be modified during any term of the Lease. The terms of the Easements are as stated herein and may be perpetual. Notwithstanding any other provision hereof, the Easements shall survive any expiration or termination of this Lease.

3. **Term.** The Initial Period of the Lease is fifteen (15) years, commencing on October 15, 2015. Following the Initial Period and subject to certain conditions, the Lease may be extended for an additional Operating Period of thirty-five (35) years. Tenant also has the option to further extend the Lease term for an additional fifteen (15) year Extension Period.

4. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and the Easements and in no way modifies the express



provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease and the Easements, even if the Lease is subsequently amended, expires, or is terminated.


5. Successors and Assigns. Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease and Easements shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each Person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

6. Counterparts. This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

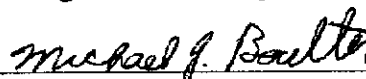
TENANT:

INTERMOUNTAIN WIND, LLC,
an Idaho limited liability company

By: 
Paul S. Martin, Manager

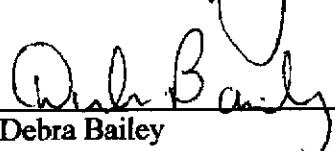
LANDLORD:

BOULTER'S TWO RIVERS RANCH, LLC, a
Wyoming limited liability company

By: 
Michael J. Boulter, Member

By: 
Daisy I. Boulter, Member


William P. Bailey


Debra Bailey

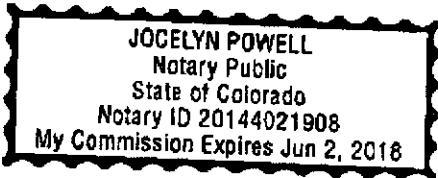
STATE OF Colorado)
County of Boulder) ss.



12/21/2015 8:00 AM
Page: 3 of 6
0961848 Bk:1280 Pg:274 Carbon WY Fees:\$39.00 User:CW

On this 2 day of December, 2015, before me, Joelyn Powell, a notary public in and for said State, personally appeared Paul S. Martin, known or identified to me to be a Manager of INTERMOUNTAIN WIND, LLC, an Idaho limited liability company, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that said limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

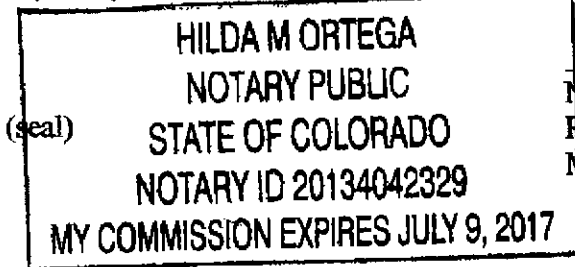


Joelyn Powell
Notary Public
Residing at: Boulder, CO
My Commission Expires: 01/2/18

STATE OF Colorado)
County of Weld) ss.

On this 5 day of November, 2015, before me, Hilda M. Ortega, a notary public in and for said State, personally appeared Michael J. Boulter, known or identified to me to be a Manager of BOULTERS TWO RIVERS RANCH, LLC, A Wyoming limited liability company, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that said limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



Hilda M. Ortega
Notary Public for Colorado
Residing at: 2200 W West Greeley CO
My Commission Expires: JULY 9, 2017

STATE OF Colorado)

County of Weld)

ss.



0961848 Bk:1280 Pg:274 Carbon WY Fees:\$39.00 User:CW

12/21/2015 8:00 AM
Page:4 of 6

On this 5th day of November, 2015, before me, the undersigned, a notary public, in and for said State, personally appeared WILLIAM P. BAILEY and DEBRA BAILEY, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Kathryn L. Brown

Notary Public

Residing at: 411 4th St Kersey CO 80644

My Commission Expires: 03/26/2019

NOTARY ID # 19874187085



**EXHIBIT A TO MEMORANDUM OF LEASE:
LEGAL DESCRIPTION OF PREMISES**

**TOWNSHIP 22 NORTH, RANGE 78 WEST, 6TH P.M.,
CARBON COUNTY WYOMING**

- Section 5: All the N1/2 lying West of the West Right of Way of Wyoming Highway 487 as described in Book 398, Page 17, recorded January 16, 1959, Records of Carbon County, Wyoming, EXCEPTING THEREFROM that tract as described in Final Judgment and Decree recorded September 24, 1982, in Book 755, Page 832, Records of Carbon County, Wyoming.
- Section 6: All, EXCEPTING TEREFROM that parcel of land as conveyed to Dunlap-Curry Enterprises, Inc., by Warranty Deed recorded August 24, 1979, in Book 702, Page 554, Records of Carbon County, Wyoming; AND FURTHER EXCEPTING THEREFROM that tract of land as conveyed to the Town of Medicine Bow, Wyoming, by Quitclaim Deed recorded August 26, 1987, in Book 829, Page 8, Records of Carbon County, Wyoming.
- Section 7: All of the N1/2 lying North of the Northerly Right of Way boundary of Wyoming Highway 30-287 as described in that Easement Deed recorded October 24, 1941, in Book 249, page 175; EXCEPTING THEREFROM those portions previously conveyed by Warranty Deed recorded October 28, 1911, in Book 109, Page 34; by Warranty Deed recorded August 31, 1948, in Book 287, Page 462; by Warranty Deed recorded November 17, 1971, in Book 569, Page 8, and by that Special Warranty Deed recorded April 7, 1978, in Book 675, Page 534, Records of Carbon County, Wyoming.

**TOWNSHIP 23 NORTH, RANGE 78 WEST, 6TH P.M.,
CARBON COUNTY, WYOMING:**

- Section 3: All
- Section 5: All
- Section 6: W1/2
- Section 7: All
- Section 9: All
- Section 15: All
- Section 17: All, EXCEPTING THEREFROM that portion as conveyed in Warranty Deed to Vernon W. Scott and Vickie L. Scott, husband and wife, recorded November 14, 2005, in Book 1092, Page 0109, Records of Carbon County, Wyoming
- Section 19: All
- Section 20: E1/2
- Section 21: All, EXCEPTING THEREFROM that portion as conveyed in Warranty Deed to the County of Carbon, a political subdivision of the State of Wyoming, by Deed

13

recorded March 27, 1914, in Book 114, Page 32, Records of Carbon County,
Wyoming

Section 22: W1/2NE1/4, E1/2NW1/4, SW1/4

Section 27: All

Section 29: All

Section 31: All

Section 32: E1/2

Section 33: All, EXCEPTING THEREFROM that portion as conveyed to Robert A Dey and Verda M. Dey, husband and wife, by Warranty Deed recorded November 30, 1979, in Book 708, Page 605, Records of Carbon County, Wyoming

Section 34: All, EXCEPTING THEREFROM that portion as conveyed to Robert A Dey and Verda M. Dey, husband and wife, by Warranty Deed recorded November 30, 1979, in Book 708, Page 605, Records of Carbon County, Wyoming

Excepting from all land, any portion that may lie within a right of way for railroad purposes granted under an Act of Congress.



12/21/2015 8:00 AM

Page:6 of 6

0961848 Bk:1280 Pg:274 Carbon WY Fees:\$39.00 User:CW

Holland & Hart LLP
2515 Warren Avenue/Suite 450
Cheyenne, Wyoming 82001
Attention: Evan Randall

(Space Above for Recorder's Use Only)

MEMORANDUM OF OPTION FOR EASEMENT

THIS MEMORANDUM OF OPTION FOR EASEMENT ("**Memorandum**") is made and entered into as of December 1, 2020, by and between **Windy Bow Ranch, LLC**, a Wyoming limited liability company ("**Landowner**"), whose address is 2409 Mountain Valley Drive, Laramie, WY 82070, and Two Rivers Wind LLC, a Delaware limited liability company ("**Grantee**"), whose address is c/o Cogency Global Inc., 850 New Burton Road, Suite 201, Dover, DE 19904.

WHEREAS, Landowner and Grantee have entered into that certain Option for Easement Agreement dated December 1, 2020, with respect to property more specifically described herein for, among other things, an option to acquire an easement for electric power transmission facilities and access (as heretofore or hereinafter amended, restated or supplemented from time to time, the "**Agreement**") covering the following described land located in Carbon County, Wyoming; and

WHEREAS, Landowner and Grantee desire to set forth certain terms and conditions of the Agreement in a manner suitable for recording in the real property records of Carbon County, Wyoming, in order to provide record notice of the Agreement and Grantee's rights in and to the land subject to the Agreement, as provided herein.

NOW, THEREFORE, in consideration of mutual covenants contained in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree and stipulate as follows:

1. **Description of Property.** The land subject to the Agreement is described on Exhibit A attached hereto, and by this reference made a part hereof (the "**Property**").
2. **Grant of Option.** Landowner granted Grantee a continuing, irrevocable and exclusive option (the "**Option**") for a period of three (3) years with two (2) extensions of one (1) year each to acquire an easement for a portion of the Property as identified in the notice exercising the Option (the "**Easement Property**").
3. **Easement.** Upon the exercise of the Option by Grantee upon the terms and conditions in the Agreement, Landowner will grant an easement for electric power transmission facilities and access to Grantee for the Easement Property in a specific location determined by Grantee.

4. **Successors and Assigns.** The terms of this Memorandum and the Agreement are covenants running with and burdening the land and inure to the benefit of, and are binding upon, the parties and their respective successors and assigns, including all subsequent owners of all or any portion of the Property. References to Landowner and Grantee include their respective successors and assigns. References to the Agreement include any amendments thereto.
5. **Miscellaneous.** This Memorandum is executed for the purpose of recording in the real property records of Carbon County, Wyoming, in order to provide public record notice of the Agreement and Grantee's rights in and to the Property subject to the Agreement. The entire Agreement is hereby incorporated into this Memorandum by reference, including any defined terms contained within the Agreement and used within this Memorandum. The provisions of this Memorandum do not in any way alter, amend, supplement, change or affect the terms, covenants or conditions of the Agreement, all of which terms, covenants and conditions shall remain in full force and effect. In the event of any conflict between the terms of this Memorandum and the Agreement, the terms of the Agreement shall control. This instrument may for convenience be executed in any number of original counterparts, each of which shall be an original and all of which taken together shall constitute one instrument.
6. **Automatic Termination.** If Grantee has not exercised the Option or extended it as provided in Section 2, this Memorandum will automatically terminate and be of no further force and effect on December 1, 2023, (and this Memorandum shall automatically no longer be deemed to affect title from and after that date).

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, this Memorandum has been executed as of the date first written above.

LANDOWNER:

Windy Bow Ranch, LLC,
a Wyoming limited liability company

Executed: December 14, 2020.

By: [Signature]
Tracy Terrell, Manager

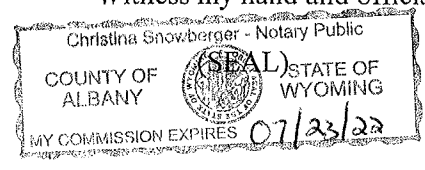
Executed: December 14, 2020.

By: [Signature]
Amy Terrell, Manager

STATE OF WYOMING)
) ss.
COUNTY OF Albany)

The foregoing instrument was acknowledged before me this 14 day of December, 2020, by Tracy Terrell, as Manager of **Windy Bow Ranch, LLC**, a Wyoming limited liability company.

Witness my hand and official seal.

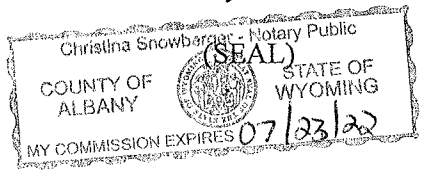


[Signature]
Notary Public
My commission expires: 07/23/2022

STATE OF WYOMING)
) ss.
COUNTY OF Albany)

The foregoing instrument was acknowledged before me this 14 day of December, 2020, by Amy Terrell, as Manager of **Windy Bow Ranch, LLC**, a Wyoming limited liability company.

Witness my hand and official seal.



[Signature]
Notary Public
My commission expires: 07/23/2022

GRANTEE:

Two Rivers Wind LLC, a Delaware limited liability company

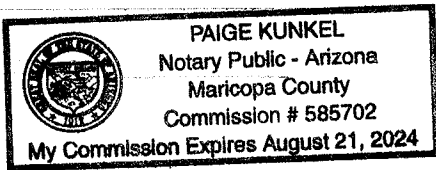
By: [Signature]
Name: Nick Boyd
Title: Executive Vice President, Origination & Development

STATE OF Arizona
COUNTY OF Maricopa ss.

The foregoing instrument was acknowledged before me this 10th day of DEC, 2020 by Nick Boyd as Executive Vice President, Origination & Development of **Two Rivers Wind LLC**, a Delaware limited liability company.

Witness my hand and official seal.

(SEAL)



[Signature]
Notary Public
My commission expires: Aug 21, 2024

[End of signatures and acknowledgments.]

EXHIBIT A TO MEMORANDUM OF OPTION OF EASEMENT

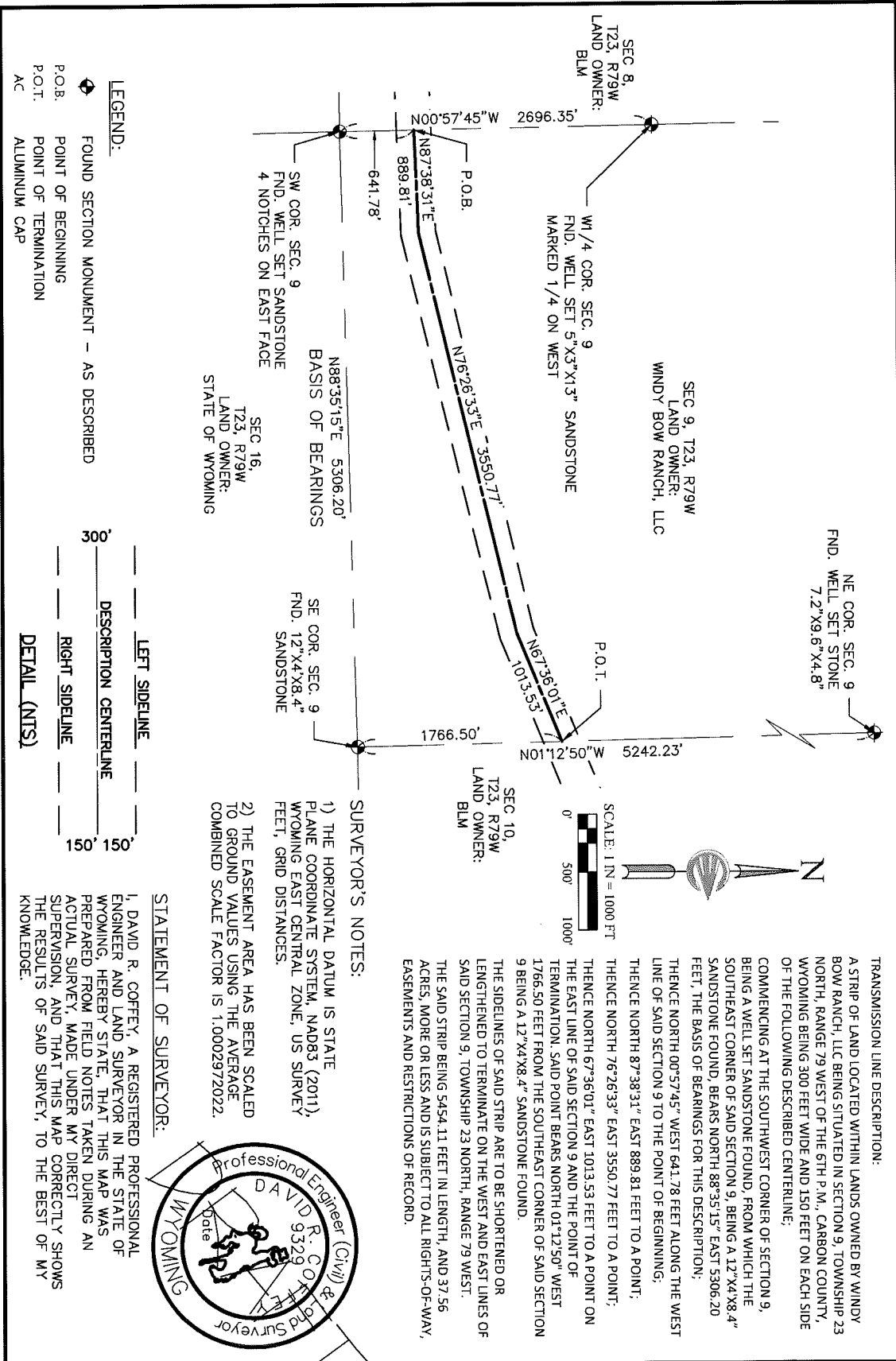
A portion of the following real property situated in the County of Carbon, State of Wyoming:

TOWNSHIP 23 NORTH, RANGE 79 WEST, 6TH P.M., CARBON COUNTY, WYOMING

Section 9: All

Section 11: All

which is more particularly depicted and described on the following two pages.

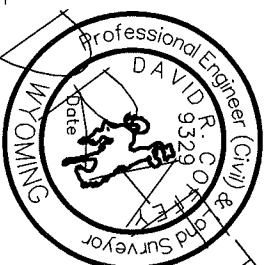


LEGEND:
 FOUND SECTION MONUMENT - AS DESCRIBED
 POINT OF BEGINNING
 POINT OF TERMINATION
 ALUMINUM CAP

LEFT SIDELINE
 DESCRIPTION CENTERLINE
 RIGHT SIDELINE
 DETAIL (NTS)

SURVEYOR'S NOTES:
 1) THE HORIZONTAL DATUM IS STATE PLANE COORDINATE SYSTEM, NAD83 (2011), WYOMING EAST CENTRAL ZONE, US SURVEY FEET, GRID DISTANCES.
 2) THE EASEMENT AREA HAS BEEN SCALED TO GROUND VALUES USING THE AVERAGE COMBINED SCALE FACTOR IS 1.0002972022.

TRANSMISSION LINE DESCRIPTION:
 A STRIP OF LAND LOCATED WITHIN LANDS OWNED BY WINDY BOW RANCH, LLC BEING SITUATED IN SECTION 9, TOWNSHIP 23 NORTH, RANGE 79 WEST OF THE 6TH P.M., CARBON COUNTY, WYOMING BEING 300 FEET WIDE AND 150 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:
 COMMENCING AT THE SOUTHWEST CORNER OF SECTION 9, BEING A WELL SET SANDSTONE FOUND, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 9, BEING A 12"x4"x8.4" SANDSTONE FOUND, BEARS NORTH 88°35'15" EAST 3306.20 FEET, THE BASIS OF BEARINGS FOR THIS DESCRIPTION:
 THENCE NORTH 00°57'45" WEST 641.78 FEET ALONG THE WEST LINE OF SAID SECTION 9 TO THE POINT OF BEGINNING;
 THENCE NORTH 87°38'31" EAST 889.81 FEET TO A POINT;
 THENCE NORTH 76°26'33" EAST 3550.77 FEET TO A POINT;
 THENCE NORTH 67°36'01" EAST 1013.53 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 9 AND THE POINT OF TERMINATION. SAID POINT BEARS NORTH 01°12'50" WEST 1766.50 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 9 BEING A 12"x4"x8.4" SANDSTONE FOUND.
 THE SIDELINES OF SAID STRIP ARE TO BE SHORTENED OR LENGTHENED TO TERMINATE ON THE WEST AND EAST LINES OF SAID SECTION 9, TOWNSHIP 23 NORTH, RANGE 79 WEST.
 THE SAID STRIP BEING 5454.11 FEET IN LENGTH, AND 37.56 ACRES, MORE OR LESS AND IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.

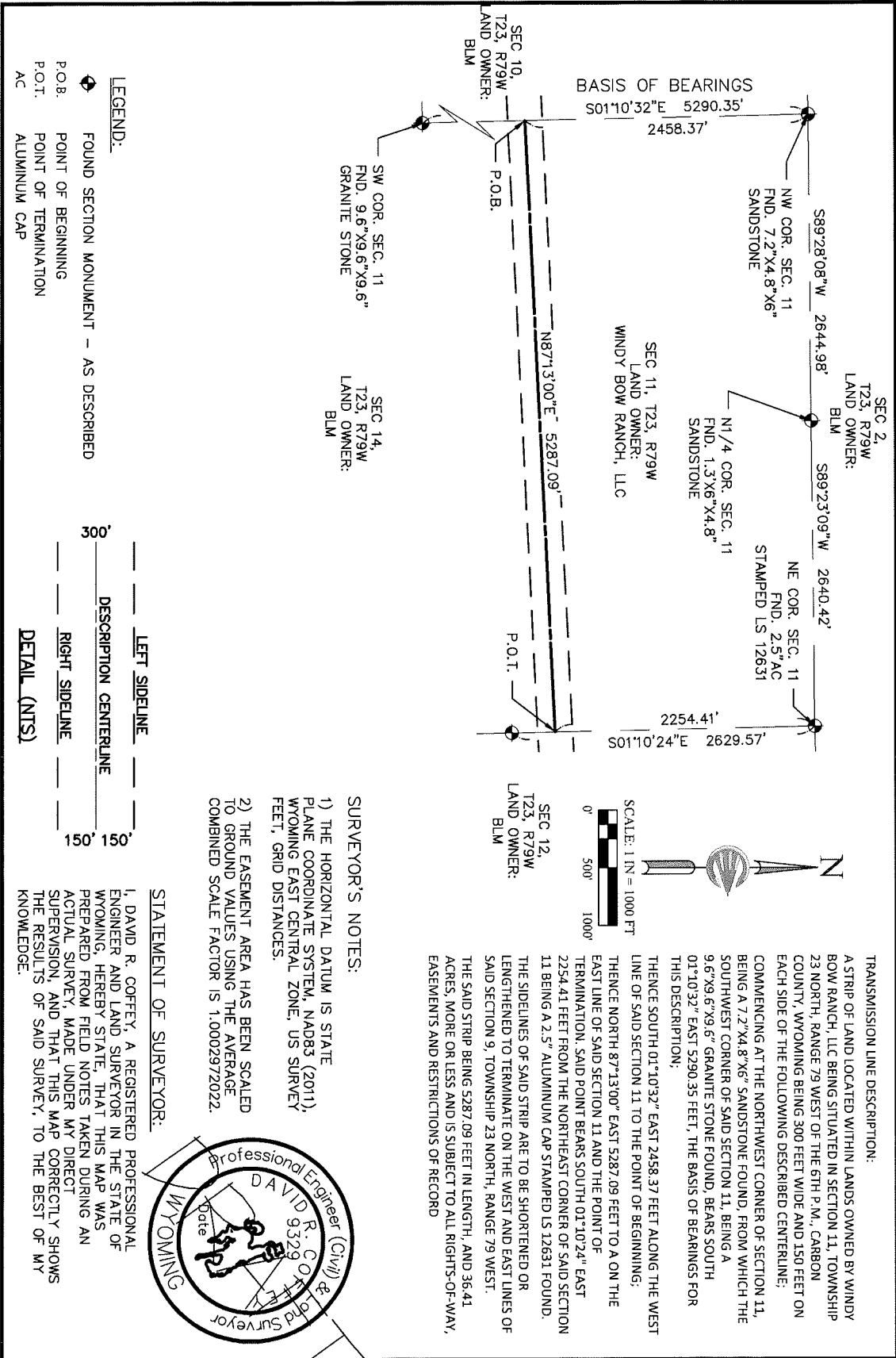


STATEMENT OF SURVEYOR:
 I, DAVID R. COFFEY, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF WYOMING, HEREBY STATE, THAT THIS MAP WAS PREPARED FROM FIELD NOTES TAKEN DURING AN ACTUAL SURVEY, MADE UNDER MY DIRECT SUPERVISION, AND THAT THIS MAP CORRECTLY SHOWS THE RESULTS OF SAID SURVEY, TO THE BEST OF MY KNOWLEDGE.

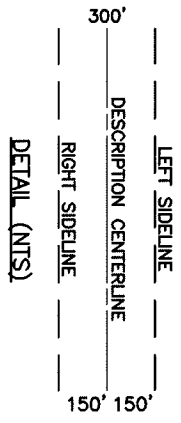
BLUEARTH RENEWABLES US LLC
 TWO RIVERS TRANSMISSION LINE
 WIND BOW RANCH, LLC
 SEC. 9, T23N, R79W, 6TH P.M.
 CARBON COUNTY, WYOMING

Project: 2709.00
 Drawing: EXHIBITS
 Field Date: 05/24/20
 Crew: RKS/CH
 Drafted By: CGT
 Date: 09/3/20
 Checked By: BKF

Sheet:
 1 / 2



LEGEND:
 FOUND SECTION MONUMENT - AS DESCRIBED
 POINT OF BEGINNING
 POINT OF TERMINATION
 ALUMINUM CAP



- SURVEYOR'S NOTES:**
- 1) THE HORIZONTAL DATUM IS STATE PLANE COORDINATE SYSTEM, NAD83 (2011), WYOMING EAST CENTRAL ZONE, US SURVEY FEET, GRID DISTANCES.
 - 2) THE EASEMENT AREA HAS BEEN SCALED TO GROUND VALUES USING THE AVERAGE COMBINED SCALE FACTOR IS 1.0002972022.

STATEMENT OF SURVEYOR:
 I, DAVID R. COFFEY, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF WYOMING, HEREBY STATE THAT THIS MAP WAS PREPARED FROM FIELD NOTES TAKEN DURING AN ACTUAL SURVEY, MADE UNDER MY DIRECT SUPERVISION, AND THAT THIS MAP CORRECTLY SHOWS THE RESULTS OF SAID SURVEY, TO THE BEST OF MY KNOWLEDGE.



TRANSMISSION LINE DESCRIPTION:
 A STRIP OF LAND LOCATED WITHIN LANDS OWNED BY WINDY BOW RANCH, LLC BEING SITUATED IN SECTION 11, TOWNSHIP 23 NORTH, RANGE 79 WEST OF THE 6TH P.M., CARBON COUNTY, WYOMING BEING 300 FEET WIDE AND 150 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:
 COMMENCING AT THE NORTHWEST CORNER OF SECTION 11, BEING A 7.2°X4.8°X6" SANDSTONE FOUND, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 11, BEING A 9.6°X9.6°X9.6" GRANITE STONE FOUND, BEARS SOUTH 01°10'32" EAST 5290.35 FEET, THE BASIS OF BEARINGS FOR THIS DESCRIPTION;
 THENCE SOUTH 01°10'32" EAST 2458.37 FEET ALONG THE WEST LINE OF SAID SECTION 11 TO THE POINT OF BEGINNING;
 THENCE NORTH 87°13'00" EAST 5287.09 FEET TO A ON THE EAST LINE OF SAID SECTION 11 AND THE POINT OF TERMINATION, SAID POINT BEARS SOUTH 01°10'24" EAST 2254.41 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 11 BEING A 2.5" ALUMINUM CAP STAMPED LS 12631 FOUND.
 THE SIDELINES OF SAID STRIP ARE TO BE SHORTENED OR LENGTHENED TO TERMINATE ON THE WEST AND EAST LINES OF SAID SECTION 9, TOWNSHIP 23 NORTH, RANGE 79 WEST.
 THE SAID STRIP BEING 5287.09 FEET IN LENGTH, AND 36.41 ACRES, MORE OR LESS AND IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD

 COFFEY ENGINEERING & SURVEYING 902 S. 3rd St., Laramie, WY 82070 (P) 307-742-7425 (F) 307-742-7403	BLUEARTH RENEWABLES US LLC TWO RIVERS TRANSMISSION LINE WIND BOW RANCH, LLC SEC. 11, T23N, R79W, 6TH P.M. CARBON COUNTY, WYOMING	Project: 2709.00 Drawing: EXHIBITS Field Date: 05/24/20 Crew: RKS/CH Drafted By: CGT Date: 09/3/20 Checked By: BKF	Sheet: 2 / 2
	Project: 2709.00 Drawing: EXHIBITS Field Date: 05/24/20 Crew: RKS/CH Drafted By: CGT Date: 09/3/20 Checked By: BKF		

Holland & Hart LLP
2515 Warren Avenue/Suite 450
Cheyenne, Wyoming 82001
Attention: Evan Randall

(Space Above for Recorder's Use Only)

MEMORANDUM OF OPTION FOR EASEMENT

THIS MEMORANDUM OF OPTION FOR EASEMENT ("**Memorandum**") is made and entered into as of July 16, 2021, by and between Big Sky Montana Holdings, LLC, a Montana limited liability company ("**Landowner**"), whose address is 5454 Pebble Creek Dr., Prosper, TX 75078, and Two Rivers Wind LLC, a Delaware limited liability company ("**Grantee**"), whose address is c/o Cogency Global Inc., 850 New Burton Road, Suite 201, Dover, DE 19904.

WHEREAS, Landowner and Grantee have entered into that certain Option for Easement Agreement dated July 16, 2021, with respect to property more specifically described herein for, among other things, an option to acquire an easement for electric power transmission facilities and access (as heretofore or hereinafter amended, restated or supplemented from time to time, the "**Agreement**") covering the following described land located in Carbon County, Wyoming; and

WHEREAS, Landowner and Grantee desire to set forth certain terms and conditions of the Agreement in a manner suitable for recording in the real property records of Carbon County, Wyoming, in order to provide record notice of the Agreement and Grantee's rights in and to the land subject to the Agreement, as provided herein.

NOW, THEREFORE, in consideration of mutual covenants contained in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and stipulate as follows:

1. **Description of Property**. The land subject to the Agreement is described on Exhibit A attached hereto, and by this reference made a part hereof (the "**Property**").
2. **Grant of Option**. Landowner granted Grantee a continuing, irrevocable and exclusive option (the "**Option**") for a period of seven (7) years to acquire an easement for a portion of the Property as identified in the notice exercising the Option (the "**Easement Property**").
3. **Easement**. Upon the exercise of the Option by Grantee upon the terms and conditions in the Agreement, Landowner will grant an easement for electric power transmission facilities and access to Grantee for the Easement Property in a specific location determined by Grantee.
4. **Successors and Assigns**. The terms of this Memorandum and the Agreement are covenants running with and burdening the land and inure to the benefit of, and are binding

upon, the parties and their respective successors and assigns, including all subsequent owners of all or any portion of the Property. References to Landowner and Grantee include their respective successors and assigns. References to the Agreement include any amendments thereto.

5. **Miscellaneous.** This Memorandum is executed for the purpose of recording in the real property records of Carbon County, Wyoming, in order to provide public record notice of the Agreement and Grantee's rights in and to the Property subject to the Agreement. The entire Agreement is hereby incorporated into this Memorandum by reference, including any defined terms contained within the Agreement and used within this Memorandum. The provisions of this Memorandum do not in any way alter, amend, supplement, change or affect the terms, covenants or conditions of the Agreement, all of which terms, covenants and conditions shall remain in full force and effect. In the event of any conflict between the terms of this Memorandum and the Agreement, the terms of the Agreement shall control. This instrument may for convenience be executed in any number of original counterparts, each of which shall be an original and all of which taken together shall constitute one instrument.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, this Memorandum has been executed as of the date first written above.

LANDOWNER:

Big Sky Montana Holdings, LLC, a Montana limited liability company

Big Sky Montana Holdings, LLC

By Josh Roane, Manager

By Josh Roane, Manager

THE STATE OF Montana

§
§
§

COUNTY OF Carbon

This instrument was acknowledged before me on this 6 day of July, 2021 by Josh Roane as Manager of Big Sky Montana Holdings, LLC, a Montana limited liability company.

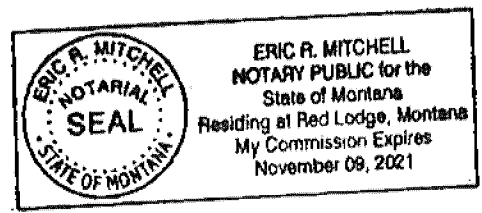
(SEAL)

[Signature]

Signature of Notarial Officer

My Commission Expires: _____

[Signatures and acknowledgments continued on following page.]





IN WITNESS WHEREOF, this Memorandum has been executed as of the date first written above.

GRANTEE:

Two Rivers Wind LLC, a Delaware limited liability company

By: _____
Name: Nick Boyd
Title: Chief Investment Officer

PROVINCE OF ALBERTA §
 §
CITY OF CALGARY §

This instrument was acknowledged before me on this 15th day of July, 2021, by Nick Boyd as Chief Investment Officer of Two Rivers Wind LLC, a Delaware limited liability company.

(SEAL)

Signature of Notarial Officer

**Thomas A. Craig
Barrister & Solicitor**

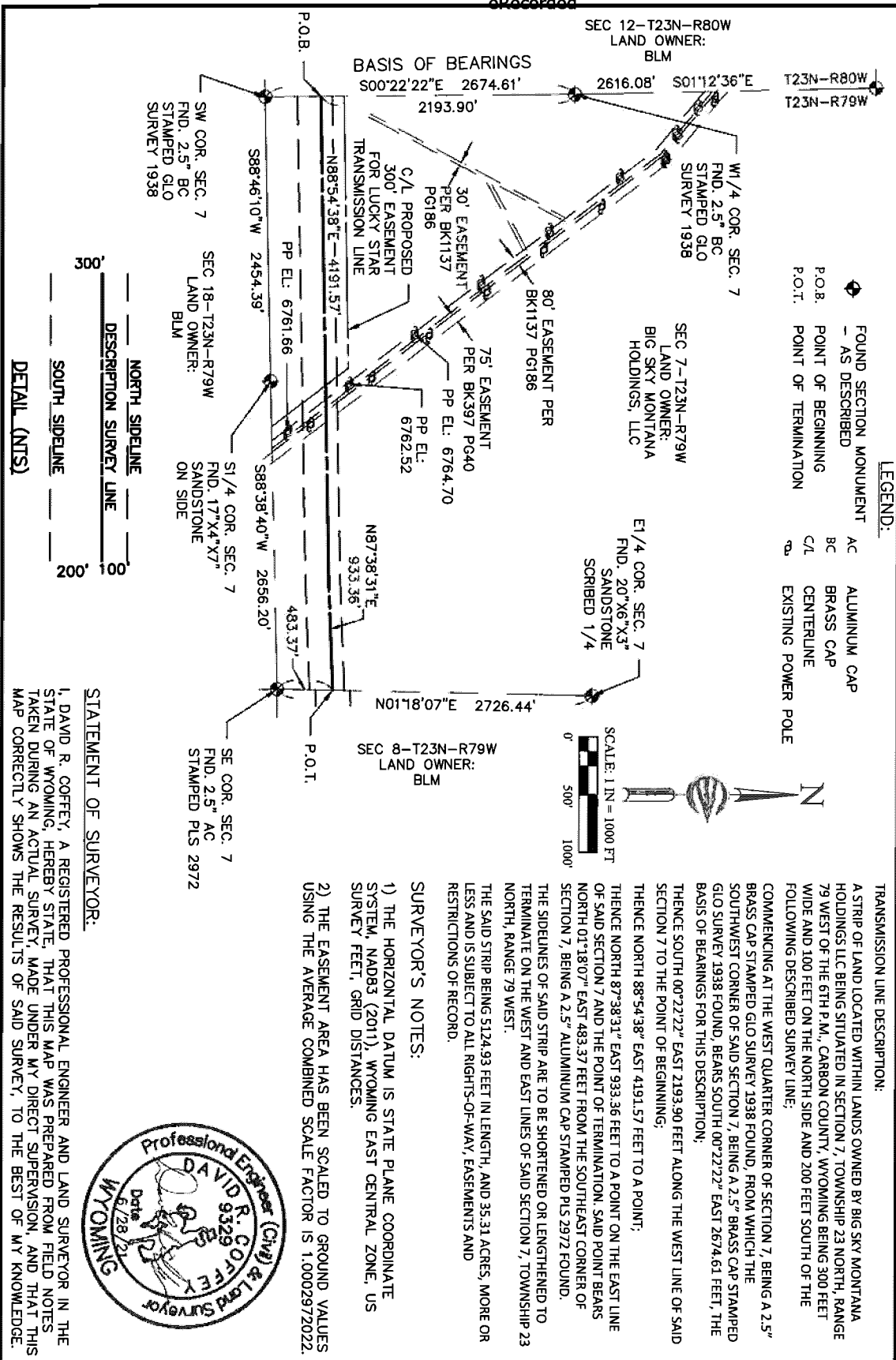
TC My Commission does not expire.
My Commission Expires: _____ *TC*

[End of signatures and acknowledgments.]



EXHIBIT A TO MEMORANDUM OF OPTION OF EASEMENT

[See Attached]



LEGEND:

- ◆ FOUND SECTION MONUMENT
- AS DESCRIBED
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- AC ALUMINUM CAP
- BC BRASS CAP
- C/L CENTERLINE
- ☉ EXISTING POWER POLE

TRANSMISSION LINE DESCRIPTION:

A STRIP OF LAND LOCATED WITHIN LANDS OWNED BY BIG SKY MONTANA HOLDINGS LLC BEING SITUATED IN SECTION 7, TOWNSHIP 23 NORTH, RANGE 79 WEST OF THE 6TH P.M., CARBON COUNTY, WYOMING BEING 300 FEET WIDE AND 100 FEET ON THE NORTH SIDE AND 200 FEET SOUTH OF THE FOLLOWING DESCRIBED SURVEY LINE:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 7, BEING A 2.5" BRASS CAP STAMPED GLO SURVEY 1938 FOUND, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 7, BEING A 2.5" BRASS CAP STAMPED GLO SURVEY 1938 FOUND, BEARS SOUTH 00°22'22" EAST 2674.61 FEET, THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE SOUTH 00°22'22" EAST 2193.90 FEET ALONG THE WEST LINE OF SAID SECTION 7 TO THE POINT OF BEGINNING;

THENCE NORTH 88°54'38" EAST 4191.57 FEET TO A POINT;

THENCE NORTH 87°38'31" EAST 933.36 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 7 AND THE POINT OF TERMINATION, SAID POINT BEARS NORTH 01°18'07" EAST 483.37 FEET FROM THE SOUTHEAST CORNER OF SECTION 7, BEING A 2.5" ALUMINUM CAP STAMPED PLS 2972 FOUND.

THE SIDELINES OF SAID STRIP ARE TO BE SHORTENED OR LENGTHENED TO TERMINATE ON THE WEST AND EAST LINES OF SAID SECTION 7, TOWNSHIP 23 NORTH, RANGE 79 WEST.

THE SAID STRIP BEING 5124.93 FEET IN LENGTH, AND 35.31 ACRES, MORE OR LESS AND IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.

SURVEYOR'S NOTES:

- 1) THE HORIZONTAL DATUM IS STATE PLANE COORDINATE SYSTEM, NAD83 (2011), WYOMING EAST CENTRAL ZONE, US SURVEY FEET, GRID DISTANCES.
- 2) THE EASEMENT AREA HAS BEEN SCALED TO GROUND VALUES USING THE AVERAGE COMBINED SCALE FACTOR IS 1.0002972022.



STATEMENT OF SURVEYOR:

I, DAVID R. COFFEY, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF WYOMING, HEREBY STATE, THAT THIS MAP WAS PREPARED FROM FIELD NOTES TAKEN DURING AN ACTUAL SURVEY, MADE UNDER MY DIRECT SUPERVISION, AND THAT THIS MAP CORRECTLY SHOWS THE RESULTS OF SAID SURVEY, TO THE BEST OF MY KNOWLEDGE.

 COFFEY ENGINEERING & SURVEYING 902 S. 3rd St., Laramie, WY 82070 [P] 307-742-7425 [F] 307-742-7403	BLUEARTH RENEWABLES US LLC TWO RIVERS TRANSMISSION LINE BIG SKY MONTANA HOLDINGS, LLC SEC. 7, T23N, R79W, 6TH P.M. CARBON COUNTY, WYOMING	Project: 2709.00 Drawing: EXHIBITS Field Date: 05/20/20 Crew: RKS Drafted By: PJK Date: 6/28/2021 Checked By: BKF	Sheet: <div style="font-size: 2em; font-weight: bold;">1</div> <div style="font-size: 2em; font-weight: bold;">1</div>
	NORTH SIDELINE DESCRIPTION SURVEY LINE SOUTH SIDELINE DETAIL (NTS)		



Holland & Hart LLP
2515 Warren Avenue/Suite 450
Cheyenne, Wyoming 82001
Attention: Evan Randall

(Space Above for Recorder's Use Only)

MEMORANDUM OF OPTION FOR EASEMENT

THIS MEMORANDUM OF OPTION FOR EASEMENT ("**Memorandum**") is made and entered into as of March 3, 2022, by and between **Burton G. Palm, trustee of the Burton Gerald Palm Trust under agreement dated July 13, 2013**, a Wyoming common law trust ("**Landowner**"), whose address is 1 County Road 115 Hi Allen Ranch, Medicine Bow, Wyoming 82329, and **Two Rivers Wind LLC**, a Delaware limited liability company ("**Grantee**"), whose address is c/o Cogency Global Inc, 850 New Burton Rd Ste 201, Dover, DE 19904.

WHEREAS, Landowner and Grantee have entered into that certain Option for Easement Agreement dated March 3, 2022, with respect to property more specifically described herein for, among other things, an option to acquire an easement for electric power transmission facilities and access (as heretofore or hereinafter amended, restated or supplemented from time to time, the "**Agreement**") covering the following described land located in Carbon County, Wyoming; and

WHEREAS, Landowner and Grantee desire to set forth certain terms and conditions of the Agreement in a manner suitable for recording in the real property records of Carbon County, Wyoming, in order to provide record notice of the Agreement and Grantee's rights in and to the land subject to the Agreement, as provided herein.

NOW, THEREFORE, in consideration of mutual covenants contained in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and stipulate as follows:

1. **Description of Property.** The land subject to the Agreement is described on Exhibit A attached hereto, and by this reference made a part hereof (the "**Property**").
2. **Grant of Option.** Landowner granted Grantee a continuing, irrevocable and exclusive option (the "**Option**") for a period of four (4) years to acquire an easement for a portion of the Property as identified in the notice exercising the Option (the "**Easement Property**").
3. **Easement.** Upon the exercise of the Option by Grantee upon the terms and conditions in the Agreement, Landowner will grant an easement for electric power transmission facilities and access, if applicable, to Grantee for the Easement Property in a specific location determined by Grantee.
4. **Successors and Assigns.** The terms of this Memorandum and the Agreement are covenants running with and burdening the land during the term of the Agreement and the



easement which may be granted pursuant thereto, and inure to the benefit of, and are binding upon, the parties and their respective successors and assigns, including all subsequent owners of all or any portion of the Property. References to Landowner and Grantee include their respective successors and assigns. References to the Agreement include any amendments thereto.

5. **Miscellaneous.** This Memorandum is executed for the purpose of recording in the real property records of Carbon County, Wyoming, in order to provide public record notice of the Agreement and Grantee's rights in and to the Property subject to the Agreement. The entire Agreement is hereby incorporated into this Memorandum by reference, including any defined terms contained within the Agreement and used within this Memorandum. The provisions of this Memorandum do not in any way alter, amend, supplement, change or affect the terms, covenants or conditions of the Agreement, all of which terms, covenants and conditions shall remain in full force and effect. In the event of any conflict between the terms of this Memorandum and the Agreement, the terms of the Agreement shall control. This instrument may for convenience be executed in any number of original counterparts, each of which shall be an original and all of which taken together shall constitute one instrument.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, this Memorandum has been executed as of the date first written above.

LANDOWNER:
Burton G. Palm, trustee of the Burton Gerald Palm Trust under agreement dated July 13, 2013

Burton G. Palm

THE STATE OF WY
COUNTY OF Carbon

§
§
§

This instrument was acknowledged before me on this March 3 day of 2022 by Burton G. Palm, trustee of the Burton Gerald Palm Trust under agreement dated July 13, 2013.

(SEAL) **CYNTHIA M. PAPAN**
NOTARY PUBLIC
My Commission Expires 3-23-25

Cynthia Papan
Signature of Notarial Officer

CARBON COUNTY, WYOMING

My Commission Expires: 3-23-25

[Signatures and acknowledgments continued on following page.]



IN WITNESS WHEREOF, this Memorandum has been executed as of the date first written above.

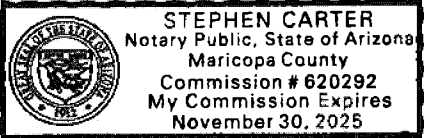
GRANTEE:

TWO RIVERS WIND LLC

By: [Signature]
Name: Nick Boyd
Title: Chief Investment Officer

THE STATE OF ARIZONA §
 §
COUNTY OF MARICOPA §

This instrument was acknowledged before me on this 3rd day of MARCH 2022 by Nick Boyd as Chief ~~Financial~~^{Investment} Officer of Two Rivers Wind LLC.

(SEAL) 

[Signature]
Signature of Notarial Officer

My Commission Expires: NOVEMBER 30, 2025

[End of signatures and acknowledgments.]

EXHIBIT A TO MEMORANDUM OF OPTION OF EASEMENT

Section 15 Township 23 North Range 80 W

A STRIP OF LAND LOCATED WITHIN LANDS OWNED BY BURTON GERALD PALM TRUST BEING SITUATED IN SECTION 15, TOWNSHIP 23 NORTH, RANGE 80 WEST OF THE 6TH P.M., CARBON COUNTY, WYOMING BEING 200 FEET WIDE AND 100 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 15, BEING A 2.5" ALUMINUM CAP STAMPED PLS 5134 FOUND, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 15, BEING A WELL SET SANDSTONE IN A RING OF STONES FOUND, BEARS NORTH 01°06'22" WEST 2663.27 FEET, THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE NORTH 71 °28'04" WEST 3128.20 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 46°37'04" EAST 4001. 78 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 15 AND THE POINT OF TERMINATION. SAID POINT BEARS NORTH 00°19'31" WEST 1080.17 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 15 BEING A WELL SET SANDSTONE IN A RING OF STONES FOUND.

THE SIDELINES OF SAID STRIP ARE TO BE SHORTENED OR LENGTHENED TO TERMINATE ON THE EAST LINE OF SAID SECTION 15, TOWNSHIP 23 NORTH, RANGE 80 WEST.

THE SAID STRIP BEING 4001.78 FEET IN LENGTH, AND 18.37 ACRES, MORE OR LESS AND IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.

Section 14 Township 23 North Range 80 W

A STRIP OF LAND LOCATED WITHIN LANDS OWNED BY BURTON GERALD PALM TRUST BEING SITUATED IN SECTION 14, TOWNSHIP 23 NORTH, RANGE 80 WEST OF THE 6TH P.M., CARBON COUNTY, WYOMING BEING 200 FEET WIDE AND 100 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 14, BEING A WELL SET SANDSTONE IN A RING OF STONES FOUND, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 14, BEING A 2.5" ALUMINUM CAP STAMPED PLS 5134 FOUND, BEARS NORTH 00°19'31" WEST 2617.09 FEET, THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE NORTH 00°19'31" WEST 1080.17 FEET ALONG THE WEST LINE OF SAID SECTION 14 TO THE POINT OF BEGINNING;

THENCE NORTH 46°37'04" EAST 2308.51 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 14 AND THE POINT OF TERMINATION. SAID POINT BEARS NORTH

88°20'41" EAST 1687.33 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 14 BEING A 2.5" ALUMINUM CAP STAMPED PLS 5134 FOUND.

THE SIDELINES OF SAID STRIP ARE TO BE SHORTENED OR LENGTHENED TO TERMINATE ON THE WEST AND NORTH LINES OF SAID SECTION 14, TOWNSHIP 23 NORTH, RANGE 80 WEST.

THE SAID STRIP BEING 2308.51 FEET IN LENGTH, AND 10.60 ACRES, MORE OR LESS AND IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.

Section 11 Township 23 North Range 80 W

A STRIP OF LAND LOCATED WITHIN LANDS OWNED BY BURTON GERALD PALM TRUST BEING SITUATED IN SECTION 11, TOWNSHIP 23 NORTH, RANGE 80 WEST OF THE 6TH P.M., CARBON COUNTY, WYOMING BEING 200 FEET WIDE AND 100 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 11, BEING A 2.5" ALUMINUM CAP STAMPED PLS 5134 FOUND, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 11, BEING A STONE FOUND, BEARS NORTH 88°20'41" EAST 2640.34 FEET, THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE NORTH 88°20'41" EAST 1687.33 FEET ALONG THE SOUTH LINE OF SAID SECTION 11 TO THE POINT OF BEGINNING;

THENCE NORTH 46°37'04" EAST 778.99 FEET TO A POINT;

THENCE NORTH 88°54'38" EAST 3019.41 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 11 AND THE POINT OF TERMINATION. SAID POINT BEARS NORTH 00°48'24" WEST 500.52 FEET FROM A 2.5" ALUMINUM CAP STAMPED WC 10' SOUTH PLS 5134 FOUND.

THE SIDELINES OF SAID STRIP ARE TO BE SHORTENED OR LENGTHENED TO TERMINATE ON THE SOUTH AND EAST LINES OF SAID SECTION 11, TOWNSHIP 23 NORTH, RANGE 80 WEST.


THE SAID STRIP BEING 3798.40 FEET IN LENGTH, AND 17.44 ACRES, MORE OR LESS AND IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.

Which is more particularly depicted and described on the following three pages.

Project: EXHIBITS
 Date: 06/02/20
 Drawn: RKS/TRG
 Checked: CGT/PJK
 Date: 02/04/22
 Project: 2709.00
 Sheet: 1/3

BLUEARTH RENEWABLES US LLC
 TWO RIVERS TRANSMISSION LINE
 BURTON G. PALM
 SEC. 15, T23N, R80W, 6TH P.M.
 CARBON COUNTY, WYOMING

ENGINEERING & SURVEYING
COFFEY
 902 S. 3rd St., Laramie, WY 82070
 [P] 307-742-7425 [F] 307-742-7403

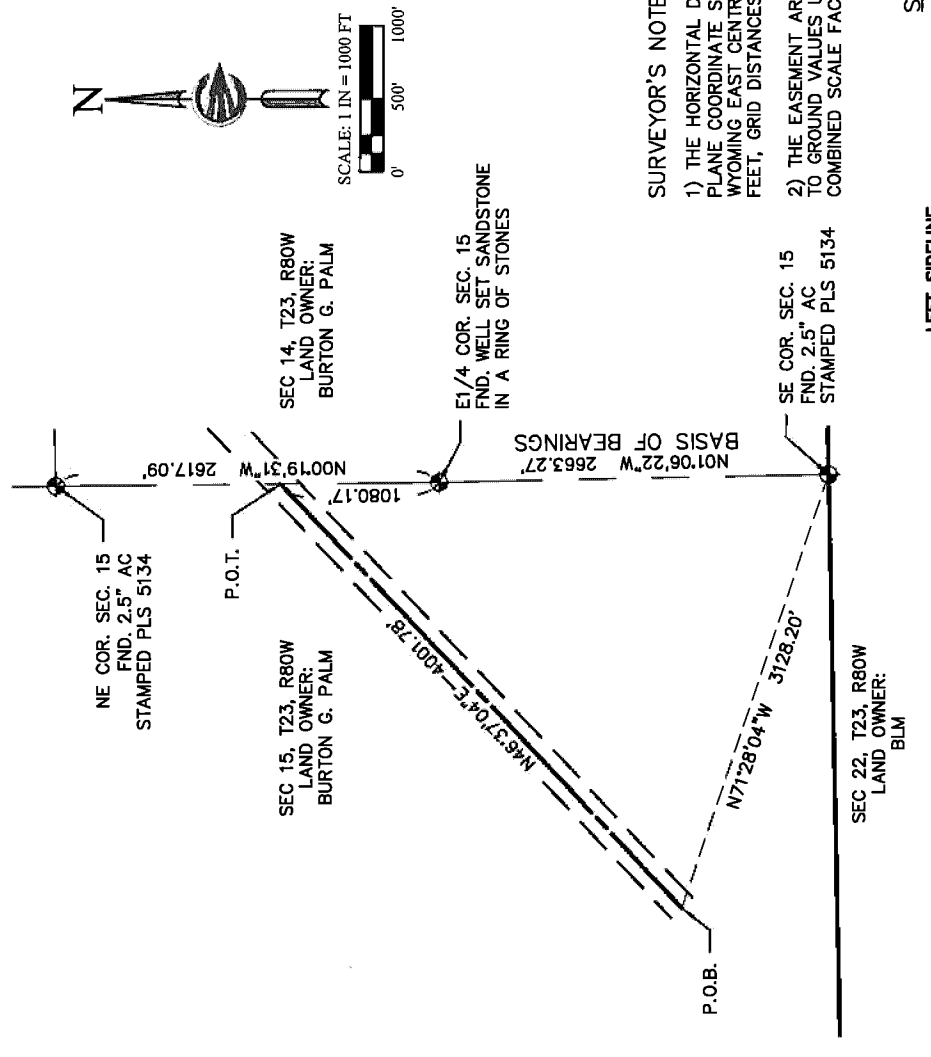


TRANSMISSION LINE DESCRIPTION:
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SURVEYOR'S NOTES:
 1) THE HORIZONTAL DATUM IS STATE PLANE COORDINATE SYSTEM, NAD83 (2011), WYOMING EAST CENTRAL ZONE, US SURVEY FEET, GRID DISTANCES.
 2) THE EASEMENT AREA HAS BEEN SCALED TO GROUND VALUES USING THE AVERAGE COMBINED SCALE FACTOR IS 1.0002972022.



LEFT SIDELINE	DESCRIPTION CENTERLINE	RIGHT SIDELINE	DETAIL (NTS)
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Project: 2709.00
 EXHIBITS
 Drawing: 06/02/20
 Field Date: RKS/TRG
 Crew: CGT/PJK
 Drafted By: 02/04/22
 Checked By: BKF
 Date: 3
 Sheet: 2

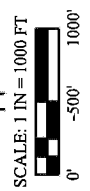
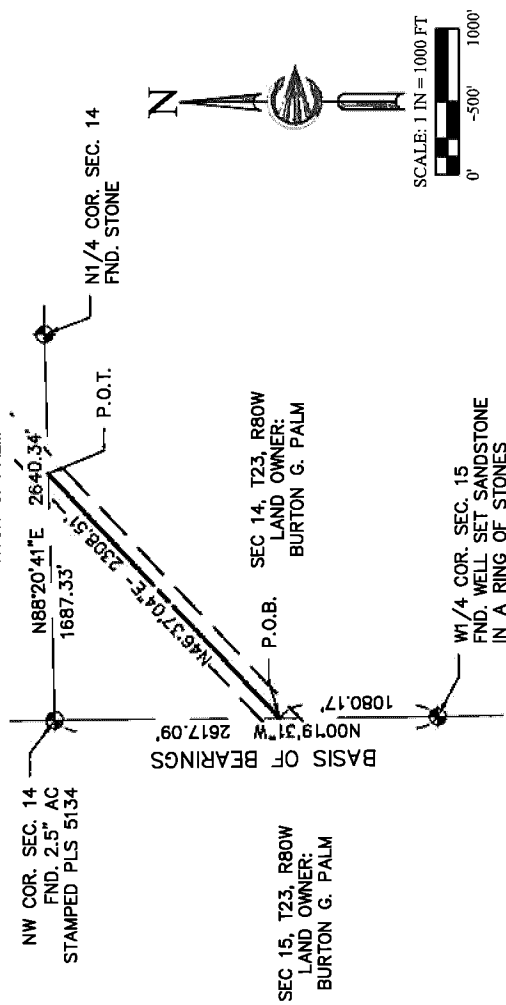
BLUEARTH RENEWABLES US LLC
 TWO RIVERS TRANSMISSION LINE
 BURTON G. PALM
 SEC. 14, T23N, R80W, 6TH P.M.
 CARBON COUNTY, WYOMING
 [P] 307-742-7425 [F] 307-742-7403
 902 S. 3rd St., Laramie, WY 82070



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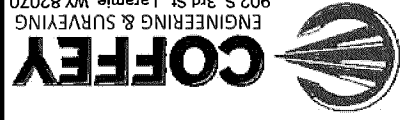


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LEGEND:	LEFT SIDELINE	100'
◆ FOUND SECTION MONUMENT - AS DESCRIBED	DESCRIPTION CENTERLINE	100'
P.O.B. POINT OF BEGINNING	RIGHT SIDELINE	
P.O.T. POINT OF TERMINATION	DETAIL (NTS)	
AC ALUMINUM CAP		



902 S. 3rd St., Laramie, WY 82070
 [P] 307-742-7425 [F] 307-742-7403

BLUEARTH RENOVABLES US LLC
 TWO RIVERS TRANSMISSION LINE
 BURTON G. PALM
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 CARBON COUNTY, WYOMING

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Sheet: 3 / 3

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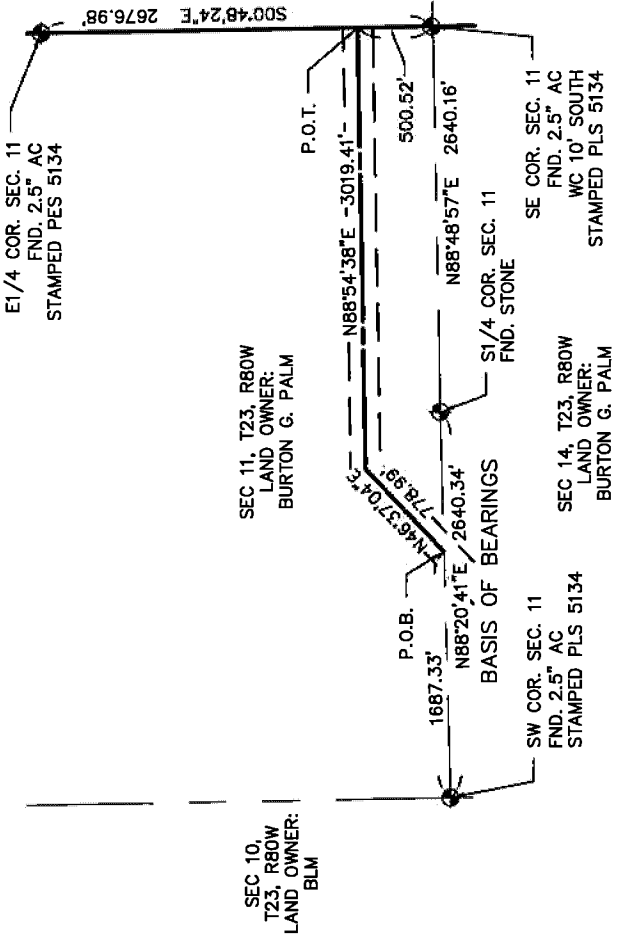
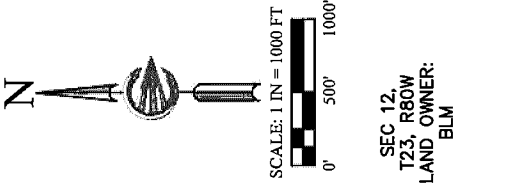
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LEFT SIDELINE	DESCRIPTION CENTERLINE	RIGHT SIDELINE	DETAIL (NTS)
---	---	---	---

- LEGEND:**
- ◆ FOUND SECTION MONUMENT - AS DESCRIBED
 - P.O.B. POINT OF BEGINNING
 - P.O.T. POINT OF TERMINATION
 - AC ALUMINUM CAP