

MEMORANDUM OF LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF LEASE AND EASEMENT AGREEMENT ("Memorandum") is made and entered into as of January 1, 2017 ("Effective Date"), by and between Nancy E. Rahm, Trustee of **Nancy E. Rahm Revocable Trust**, an Oklahoma trust ("Lessor"), and **CimTexCo Wind Energy LLC**, 1616 S. Kentucky St. Bldg C #300, Amarillo, TX 79102 ("Lessee").

1. **LEASE AND EASEMENT AGREEMENT.** For the term and upon the provisions set forth in that Lease and Easement Agreement of even date herewith (the "Lease") between Lessor and Lessee, all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Lessor hereby demises, grants and leases to Lessee and Lessee hereby leases from Lessor exclusive rights for wind power development including constructing and operating transmission lines and underground cables or lines in and to that certain real property (the "Property") located in the County(ies) of Cimarron, State of Oklahoma, as more particularly described in Exhibit "1" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Property, as more particularly described in the Lease.
2. **TERM.**
 - (a) The Lease shall continue in effect for a period of thirty (30) years from the Effective Date and for so long thereafter as electric energy is produced by the Project (as defined below) and delivered to market unless and until terminated in writing by Lessee or Lessor pursuant to a right to terminate as provided in the Lease. Notwithstanding the foregoing, (a) in no event shall the Lease continue longer than the longest period permitted by law and (b) if the duration of any term or condition of the Lease is, or is ever construed to be, subject to the rule against perpetuities or a similar or related rule or legal doctrine, then the effectiveness of such term or condition will not extend beyond ninety-nine (99) years from the Effective Date and automatically shall be deemed to be amended and reformed to extend to ninety-nine (99) years from the Effective Date if not sooner terminated sooner in accordance with the Lease.
 - (b) Lessee may use the Property for more than one wind power project (collectively, "Project"). If Lessee from time to time so requests, Lessor shall promptly divide the Lease into two or more separate, independent agreements for separate and distinct phases of the Project by entering into two or more agreements that provide Lessee with separate leasehold and easement rights to different portions of the Property, as designated by Lessee. Each of such new agreements may have different operations dates and shall (i) contain the same terms and conditions as the Lease (except for any requirements that have been fulfilled by Lessee prior to the execution of such new agreements), (ii) contain a grant to Lessee of easements similar to those granted under the Lease, covering such portion or portions of the Property prior to division as Lessee may designate, (iii) enjoy the same priority as the Lease over any lien, encumbrance or other interest created by Lessor and (iv) designate in a revised Exhibit "1" the portion of the Property covered by such agreement. In addition, if, at any time during the term of the Lease, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Lessor re-execute a new lease for all or specific portions of the Property, substantially in the form of the Lease but including language permitting Lessee to meet legal or regulatory requirements. The new lease will have a term equal to the term of the Lease remaining as of the date of execution of the new lease, and Lessor will execute and enter into the new lease with Lessee or its designee.
3. **INGRESS AND EGRESS.** Upon the terms and conditions set forth in the Lease, Lessor has granted Lessee an easement for ingress and egress over and across certain portions of the Property.
4. **EASEMENTS AND OTHER RIGHTS.** Upon the terms and conditions set forth in the Lease, Lessor has granted and hereby grants to Lessee the following easements and rights:

- a. Exclusive easement to use, convert, maintain, and capture the free and unobstructed flow of wind currents and wind resources over and across the Property
- b. Exclusive easement over and across the Property for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, ice or other weather created hazards and any other effects attributable to the Project or development activities located on the Property or on other properties that are part of the Project.
- c. Exclusive easement to permit the rotors of wind turbines located on properties that are part of the Project to overhang the Property.
- d. Exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the windpower facilities from time to time along with an access route for the cranes.
- e. A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty-eight (48) inches below the surface (or less than forty-eight (48) inches or above ground if reasonably necessary or required due to rock or other physical or legal impediments), (i) distribution and collection lines which carry electric energy to and/or from the Property, (ii) communication lines which carry communications to and from the Property and (iii) other above ground windpower facilities, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing in each case for the benefit of the Project;
- f. An easement for access rights over and across designated portions of the Property and Lessor's property that is not part of the Property, including the right to construct new or improve existing roads and lanes and shall be appurtenant to the Property.
- g. Exclusive easements as is reasonably required for the Project in Lessee's sole discretion for the construction, operation and maintenance of electric transmission facilities, including but not limited to electric transmission and distribution lines, substations, interconnections and switch stations ("Transmission Facilities") on, under, over and across designated portions of the Property (each, a "Transmission Easement"), and with the exception of Transmission Facilities whose sole purpose is to serve Lessor's load on the Property, Lessee shall have the exclusive right to construct, operate and maintain Transmission Facilities on, under, over and across the Property, subject to the following paragraph. Any such Transmission Facilities constructed by Lessee on the Property shall be reasonably required for the Project in Lessee's sole discretion (including, without limitation, for the purposes described in the following paragraph).
- h. To facilitate development activities, subject to the terms and conditions of the Lease and if doing so would aid in development activities and facilitate the sale and transmission of electricity from the Project area, Lessee shall have the exclusive right to grant to any utility or other duly authorized entity the right to construct, operate and maintain Transmission Facilities on the Property under the terms and conditions set forth in the Lease (including, without limitation, the right to assign or convey separate from the Lease the corresponding rights under any Transmission Easement), provided that the capacity of the Transmission Facilities is also available for use by the Project (including, but not limited to, a transmission provider or power purchaser providing or constructing Transmission Facilities to transport power from projects in addition to the Project). The term of any Transmission Easement or easement granted under this paragraph shall be the same as the term of the Lease.

5. MUTUAL INDEMNITEES. Lessor and Lessee each indemnify the other for certain claims and damages relating to their respective use or occupation of the Property, as the case may be.
6. COVENANTS RUNNING WITH THE LAND. Lessor and Lessee hereby acknowledge and agree that the covenants contained in the Lease (i) which by their terms bind Lessee in respect of its use and operations on the Property or (ii) which by their terms bind Lessor with respect to its use and operation of the Property, shall be covenants running with the land and shall bind each future owner, lessee, sublessee or other occupant of the Property during the term of the Lease.
7. NOTICE. This Memorandum is prepared for the purpose of recording and giving notice of the Lease and in no way modifies the express provisions of the Lease. The provisions of the Lease shall control over any conflicting provision of this Memorandum. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.
8. SUCCESSORS AND ASSIGNS. Lessor and Lessee intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Lessor and Lessee and binding on their heirs, successors and assigns. Each successive owner of the Lease 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 Lease.

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

[Signature page follows]

LESSEE:

CIMTEXCO WIND ENERGY LLC

By: Carroll D. Beaman
Name: Carroll D. Beaman
Title: President

State of Texas

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County of Potter

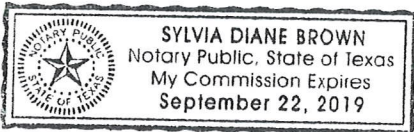
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This instrument was acknowledged before me this 10th day of October,
2017 by Carroll D. Beaman as President of CimTexCo Wind Energy LLC, a Delaware limited liability company,
on behalf of said limited liability company.

Sylvia Diane Brown
Notary Public

My Commission Expires: 9/22/19



LESSOR:

NANCY E. RAHM REVOCABLE TRUST

By: Nancy E. Rahm, Trustee
Name: Nancy E. Rahm
Title: Trustee of Nancy E. Rahm Revocable Trust, an
Oklahoma trust

State of Oklahoma §
County of Oklahoma §
§

This instrument was acknowledged before me this 11th day of October, 2017 by Nancy E. Rahm, Trustee of Nancy E. Rahm Revocable Trust, an Oklahoma trust, on behalf of said trust.

Mary N. Llywd
Notary Public



My Commission Expires: 02-16-2018

EXHIBIT "1"

The Property

West Half (W/2) and the Southeast Quarter (SE/4) and Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) of Section Thirty Four (34) in Township Three (3) North, Range Three (3) ECM, Cimarron County, Oklahoma

Section Twenty-Three (23) in Township Three (3) North, Range Six (6) ECM, Cimarron County, Oklahoma

Northeast Quarter (NE/4) of Section Three (3) in Township Two (2) North, Range Seven (7) ECM, Cimarron County, Oklahoma

Southeast Quarter (SE/4) and East Half (E/2) of the Southwest Quarter (SW/4) of Section Four (4) in Township Two (2) North, Range Seven (7) ECM, Cimarron County, Oklahoma

I-2018-000317 Book 0398 Pg: 98
10/23/2017 2:29 pm Pg 0093-0098
Fee: \$ 23.00 Doc: \$ 0.00
Gina Richardson - Cimarron County
State of Oklahoma



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