

TRANSMISSION EASEMENT AGREEMENT

County of Kingfisher, State of Oklahoma

THIS TRANSMISSION EASEMENT AGREEMENT (this "Agreement") is made, dated and effective as of September 1, 2020 (the "Effective Date"), by and between **Annuschat Farms, LLC** (together with their successors, assigns and heirs, "Owner"), and **INVENERGY WIND DEVELOPMENT LLC**, a Delaware limited liability company (together with its transferees, successors and assigns, "Grantee") Each of Owner and Grantee are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties".

RECITALS

A. Owner owns certain real property located in **Kingfisher** County, State of Oklahoma, legally described on Exhibit A, attached hereto and by this reference made a part hereof (the "Premises") and shown on the map attached as Exhibit A-1 and incorporated herein; and.

B. Grantee desires to obtain certain non-exclusive easements and rights over the Premises, and Owner desires to grant such easement and rights, on the terms and conditions set forth herein.

NOW, THEREFORE, for a good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereby agree as follows:

1. **Grant of Easements.**

(a) Conveyance.

(i) Transmission Easement. On the terms and conditions set forth herein, Owner hereby conveys and warrants to Grantee, its successors and assigns a non-exclusive easement (the "Transmission Easement") on, over, under and across the Premises for the installation, construction, operation, maintenance, repair, replacement, relocation, removal and inspection of electrical transmission facilities, including, without limitation, wires, cables, conduits, and appurtenances thereto, communication lines, and other related facilities, equipment and improvements (the "Transmission Facilities"), allowing the Transmission Facilities on adjacent land to overhang onto the Premises; including permitting electromagnetic, audio, visual, view, light, noise, electrical, radio interference, shadow or other effects attributable to the Transmission Facilities, as the case may be. The Transmission Facilities shall consist of monopoles in singular alignment of structures and all related ancillary facilities. Installation and construction of the transmission line shall be limited to a single construction period; *provided however*, construction equipment may be used by Grantee within the Transmission Easement Area for maintenance and operations if such use is commercially reasonable in conducting safe and reliable operations and maintenance. The location of the Transmission Easement shall be seventy-five (75) feet on either side of the alignment, except at points of turning, depicted on Exhibit A-1, attached hereto and by this reference made a part hereof (the "Transmission Easement Area"), which Transmission Easement Area shall be described more fully following a survey conducted by a licensed surveyor. The location of poles will be

subject to the reasonable mutual agreement of Owner and Grantee, to be reached prior to construction of the Transmission Facilities. Grantee will consult with Owner so that to the extent commercially reasonable poles will be placed within the Transmission Easement no less than 60' from fences existing as of the Effective Date, no less than 60' from terraces existing as of the Effective Date, and no less than 60' from waterways existing as of the Effective Date.

(ii) Access Easement. On the terms and conditions set forth herein, Owner hereby conveys and warrants to Grantee, its successors and assigns a non-exclusive easement ("Access Easement") on, over, under and across the Transmission Easement Area in order to conduct any studies, tests or inspections that Grantee deems necessary, including, without limitation, surveys, soil sampling, environmental tests, archeological assessments, and transmission and interconnection studies.

(iii) Temporary Secondary Easement. During construction, Grantee may use up to one-hundred (100') on either side of the Transmission Easement Area at points of turning ("Temporary Construction Easement") to install the Transmission Facilities. Grantee must promptly restore the Temporary Construction Easement to its previous physical condition if changed by use of the rights granted by this Agreement.

(iv) Clearance Easement. On the terms and conditions set forth herein, Owner hereby conveys and warrants to Grantee, its successors and assigns a non-exclusive easement and right (the "Clearance Easement") to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation, and fire and electrical hazards, at the sole and absolute discretion of Grantee, now or hereafter existing in the Transmission Easement Area or any roadway area now or hereafter providing access thereto, and trim, cut down and remove any trees, brush, vegetation or fire or electrical hazards located outside of the Transmission Easement Area now or hereafter on the Premises which might interfere with or endanger the Transmission Facilities, or the construction or maintenance thereof, as determined by Grantee. The Transmission Easement, Access Easement and the Clearance Easement are collectively referred to herein as the "Easement".

(b) Title to Transmission Facilities. Grantee, its successors and assigns shall at all times retain title to the Transmission Facilities and shall have the right to remove them (or to allow them to be removed) from the Premises at any time. Owner shall have no ownership interest in or to any Transmission Facilities. Nothing in this Agreement, however, shall be construed as requiring Grantee to install or operate the Transmission Facilities.

(c) The Easement and other rights granted by Owner in this Agreement are an easement in gross for the benefit of Grantee, its successors and assigns, there being no real property benefiting from the Easement and other rights granted in this Agreement, such Easement and other rights being independent of any other lands or estates or interests in lands.

2. **Term.**

(a) Development Term. This Agreement shall be for an initial term (the "Development Term") commencing on the Effective Date and continuing until the earlier to occur of: (a) the date on which Grantee begins production of electrical energy generated by substantially all of the wind turbines to be included in Grantee's project utilizing the Transmission Facilities (the "Operations Date"); or (b) the fifth (5th) anniversary of the Effective Date.

(b) Operations Term. Upon the expiration of the Development Term, the term of this Agreement shall automatically extend for an additional fifty (50) year term (the "Operations Term"). Notwithstanding the foregoing, if Grantee does not complete construction of the Transmission Facilities prior to the fifth (5th) anniversary of the Effective Date, this Agreement shall automatically expire.