

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.

(c) Grantee Termination. Notwithstanding anything to the contrary set forth in this Agreement, Grantee shall have the right at any time to terminate this Agreement and all of the rights, duties and obligations of the Parties under this Agreement, effective upon thirty (30) days' prior written notice given by Grantee to Owner. In the event this Agreement is terminated by Grantee in accordance with this paragraph, Owner authorizes Grantee to execute and record a notice of termination evidencing such termination.

(d) Effect of Termination. Upon termination of this Agreement, Grantee shall, as soon as practicable thereafter, remove above-ground and below-ground (to a depth of four (4) feet below grade) Transmission Facilities from the Premises. All of the Premises disturbed by Grantee shall be restored to a condition reasonably similar to its original condition. Reclamation shall include, as reasonably required, leveling, terracing, mulching and other reasonably necessary steps to prevent soil erosion. Grantee shall remove such Transmission Facilities within twelve (12) months of termination of the Agreement. If required by Oklahoma law, (a) Grantee will submit evidence of decommissioning financial security to the Oklahoma Corporation Commission on or before the deadlines imposed by such law, (b) the form of such financial security shall comply with the requirements of such law, and (c) the amount of such financial security shall comply with such law. If Oklahoma law imposes additional requirements regarding Grantee's restoration of the Premises or decommissioning of the Transmission Facilities beyond those required by this paragraph, Grantee will comply with such requirements.

3. **Payments.** In consideration of the rights granted in this Agreement, Grantee shall pay to Owner those amounts set forth herein and in the Payment Addendum attached hereto as Exhibit B and incorporated herein. The Parties agree that in no event shall Exhibit B be recorded unless both Parties specifically agree in writing.

4. **Owner's Representations, Warranties and Covenants.** Owner hereby represents, warrants and covenants as follows:

(a) Owner's Authority. Owner is the sole owner of the Premises, has good and marketable title to the Premises, and has the unrestricted right and authority to execute this Agreement and to grant Grantee the rights granted in this Agreement. Grantee shall have the right to quietly and peaceably hold, possess and enjoy the Easement for the Term of this Agreement, without hindrance or molestation, and Owner shall defend Grantee's right of use and occupancy to the same against the claims of all persons. When executed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

(b) No Interference. Owner shall not interfere with and shall not allow any other party to interfere with, Grantee's use of the Premises for the purposes described in this Agreement, or Grantee's rights under this Agreement. Without limiting the foregoing, Owner shall not, within the Transmission Easement Area: (i) erect or install any buildings, structures, tanks, antennas or other improvements; (ii) place or store flammable materials; plant trees; (iii) place water, sewer or drainage facilities; or (iv) alter the elevation of the existing ground surface by more than one (1) foot without Grantee's consent, which consent shall not be unreasonably withheld.

(c) Cooperation. Owner shall assist and fully cooperate with Grantee (including signing in Owner's name, if necessary), at no expense to Owner, in applying for, complying with or obtaining any land use permits and approvals, building permits, environmental reviews, or any other permits, licenses, approvals or consents required or desired by Grantee for the financing, construction, installation, replacement, relocation, maintenance, repair, operation or removal of the Transmission Facilities and any other improvements made by Grantee and permitted in this Agreement. Owner shall take no actions that would cause the Transmission Facilities to fail to comply with any applicable laws, rules, regulations, permits, approvals or consents of any governmental authority having jurisdiction over the Premises. To the extent permitted by law, Owner hereby irrevocably waives enforcement of any applicable setback

requirements respecting the location of Transmission Facilities and any other Grantee improvements on or near the Premises that are reasonably necessary, in Grantee's sole and absolute discretion, to carry out Grantee's power-generating activities on or near the Premises. .

(d) Liens. Except as may be disclosed in the Real Property Records of **Kingfisher** County, or as disclosed by Owner in writing on or prior to the Effective Date, Owner represents to the best of Owner's knowledge that there are no recorded or unrecorded liens, encumbrances, leases (including oil, gas and/or other mineral interests), easements, licenses, rights of way, mortgages, deeds of trust, or other exceptions that could interfere with Grantee's operations on the Premises, including mechanic's liens. If any of the foregoing arise that are not caused by Grantee, including mechanic's liens that may, in Grantee's reasonable determination, interfere with the development and operation of the Transmission Facilities, then Owner shall fully cooperate and assist Grantee, in removing or limiting such interference, including obtaining a subordination and non-disturbance agreement where Grantee deems it necessary, with terms and conditions reasonably requested by Grantee to protect its rights hereunder, from each party that holds such rights (recorded or unrecorded). In the case of monetary liens such as mechanic's liens, Owner agrees to bond over any such liens in an amount that may be reasonably requested by Grantee.

(e) Taxes and Assessments. Owner shall pay all taxes, assessments, or other governmental charges that shall or may during the Term be imposed on or arise in connection with the Premises itself; provided that during the Term Grantee shall be responsible for any incremental increase in such taxes, assessments, or other governmental charges directly resulting from the presence of Grantee's improvement on the Premises ("Grantee Taxes"). To the extent the applicable taxing authority provides a separate tax bill for the Grantee Taxes to Grantee, Grantee shall pay such Grantee Taxes directly to the applicable taxing authorities prior to the date such Grantee Taxes become delinquent. If a separate tax bill for the Grantee Taxes is not provided to Grantee, Grantee shall pay the Grantee Taxes within thirty (30) days following receipt of written demand from Owner of the amount of the Grantee Taxes with a copy of the applicable tax bill. At Grantee's election, Grantee shall either pay the applicable taxing authority directly, in which case it will promptly provide Owner evidence of such payment, or Grantee shall make such payment directly to Owner. If Grantee pays taxes, assessments, and/or real property taxes on behalf of Owner that are Owner's obligation hereunder, Grantee may offset the amount of such payments against amounts due Owner under this Agreement.

5. **Grantee's Representations, Warranties and Covenants.** Grantee hereby represents, warrants and covenants as follows:

(a) Grantee's Authority. Grantee has the unrestricted right and authority to execute this Agreement. Each person signing this Agreement on behalf of Grantee is authorized to do so. Upon execution by all Parties hereto, this Agreement shall constitute a valid and binding agreement enforceable against Grantee in accordance with its terms.

(b) Post-Construction Restoration. Upon completion of construction of the Transmission Facilities, any portion of the Premises disturbed by Grantee and not required for the continuing operation of the Transmission Facilities shall be restored to a condition reasonably similar to its original condition, subject to Grantee's rights under this Agreement. Restoration shall include, as reasonably required, de-compacting, leveling, terracing, mulching, removing rocks that surface as a result of construction and other reasonably necessary steps to prevent soil erosion. Grantee agrees to properly correct any drainage issues caused by Grantee's operations hereunder. Any pasture areas will be sprigged with Bermuda grass and fertilized. No rye grass will be introduced to the property and any disturbed top soil that has been moved and stockpiled will remain uncovered until the same has been moved back to its original location. Restoration shall be completed to the reasonable satisfaction of Owner.

(c) Fences, Gates and Cattle Guards. Grantee shall maintain adequate gates or cattle guards where existing fences are crossed. In the event Grantee shall be required to cut any of the fences of Owner,

it is agreed that prior to cutting any of such fences, Grantee shall brace the existing fence adequately and to the entire satisfaction of Owner, or its agent, on each side of the proposed cut, and shall procure the approval of Owner, or its agent, of such bracing prior to cutting such fence. If Grantee shall elect to maintain an opening in any of the fences of Owner, Grantee shall be obligated to install a -heavy duty substantial metal gate capable of turning cattle in such opening, and Grantee shall keep such gate securely locked at all times when not in actual use. Grantee shall close all openings and all outside fences and shall restore such fences to their original condition. Grantee shall utilize existing gates or upgrade gates in their current location whenever practical.

(d) **Fertilizing of Grass.** Grantee agrees to fertilize any disturbed pasture area each time the surface vegetation of the Transmission Easement Area requires restoration due to construction or the continued operations of the Transmission Facilities.

(e) **Insurance.** Grantee shall, at its expense, be responsible for assuring that insurance coverages, as would be customary and reasonable for similarly situated companies performing the work carried out by Grantee at such time, are maintained, including, without limitation, adequate amounts of coverage to cover any personal injuries or accidents that could reasonably be expected as a direct result of the Grantee's activities on the Premises. If Oklahoma law imposes additional requirements regarding Grantee's insurance beyond those required by this paragraph, Grantee will comply with such requirements.

6. **Default and Remedies.** If either Party defaults in performance of an obligation under this Agreement the non-defaulting Party shall not have the right to exercise any remedies hereunder if the default is cured within sixty (60) days of receiving written notice of such default specifying in detail the default and the requested remedy (the "Notice of Default") from the defaulting Party; provided, that if the nature of the default requires, in the exercise of commercially reasonable diligence, more than sixty (60) days to cure then the non-defaulting Party shall not have the right to exercise any remedies hereunder so long as the defaulting Party commences performance of the cure within sixty (60) days of receipt of Notice of Default and thereafter completes such cure with commercially reasonable diligence. Subject to the limitations set forth in the last sentence of this paragraph and Section 9, should a default remain uncured beyond the applicable cure periods the non-defaulting Party shall have and shall be entitled to exercise any remedy available at law or equity, including, without limitation, a suit for specific performance of any obligations set forth in this Agreement or any appropriate injunctive or other equitable relief, or for damages resulting from such default (including, without limitation, the cost of obtaining alternative easements and removing and reinstalling the Transmission Facilities). Notwithstanding the foregoing, anything to the contrary contained in this Agreement, or any rights at law or in equity, in no event shall any non-monetary default of this Agreement beyond applicable cure periods terminate, or entitle any Party to terminate, this Agreement or any Easement or right granted hereunder.

7. **Assignment.**

(a) **Collateral Assignments.** Grantee shall have the absolute right in its sole and exclusive discretion, without obtaining the consent of Owner to do any of the following with respect to financing all or any portion of the Premises: (i) finance Transmission Facilities with a Mortgagee (as defined in Section 10(f) below); and/or (ii) mortgage, encumber, hypothecate, pledge or transfer to one or more Mortgagees any and all of the rights granted hereunder, including the easements granted in Section 2, and/or any or all right or interest of Grantee in the Premises or in any or all of the Transmission Facilities.

(b) **Non-Collateral Assignments.** Grantee shall have the right, without obtaining the consent of Owner, to sell, convey, assign or transfer any or all of its rights hereunder in and to all of the Premises (excluding granting co-easements, separate easements, sub-easements and licenses) provided such transfer is directly related to the development and operation of the Transmission Facilities. Grantee shall

be relieved of all of its obligations arising under this Agreement from and after the effective date of such assignment, provided such rights and obligations have been assumed by such transferee.

(c) Acquisition of Interest. The acquisition of all or any portion of Grantee by another entity shall not require the consent of Owner or constitute a breach of any provision of this Agreement and Owner shall recognize the entity as Grantee's proper successor.

8. Indemnity.

(a) Grantee shall defend, indemnify and hold harmless (the "Indemnifying Party") Owner and Owner's Related Persons (as defined below) (each, an "Indemnified Party") from and against any and all claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including reasonable attorneys', investigators' and consulting fees, court costs and litigation expenses (collectively, "Claims") suffered or incurred by such Indemnified Party, arising from:

(i) physical damage to the Indemnified Party's property to the extent caused by the Indemnifying Party or any Related Person thereof,

(ii) physical injuries or death to or of the Indemnified Party or the public, to the extent caused by the Indemnifying Party or any Related Person thereof (including by reason of any hunting on the Premises),

(iii) any default by the Indemnifying Party of any representation, warranty or covenant which remains uncured beyond applicable cure periods, or

(b) Notwithstanding the foregoing, to the maximum extent permitted by Oklahoma law, in no event shall the Indemnifying Party be responsible for defending, indemnifying or holding harmless any Indemnified Party to the extent that any Claim caused by, arising from or contributed to by the negligence or willful misconduct of such Indemnified Party or any Related Person thereof.

(c) The reference to property damage in this Section 8 does not include the loss of:

(i) rent;

(ii) business opportunities;

(iii) profits and the like; or

(iv) other damages specifically addressed in this Agreement.

(d) The foregoing indemnity shall not extend to (i) property damage or personal injuries to Owner which is attributable to risks of known and unknown dangers associated with electrical generating facilities, such as electromagnetic fields or (ii) expenses incurred in a Party's lawful enforcement of its rights under this Agreement for a default during any applicable cure period.

(e) As used herein the term "Related Person" shall mean any affiliates, contractors, lessees, and sublessees of a Party, and each of their respective, principals, officers, employees, servants, agents, representatives, subcontractors, licensees, invitees, and/or guests, but explicitly excluding the other Party and its Related Persons.

(f) This indemnity shall survive expiration or earlier termination of this Agreement.

9. **Mortgagee Protection.** In the event that any Mortgage is entered into by Grantee or any transferee of Grantee, then the Mortgagee shall, for so long as its Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth in this Section 9. Grantee shall send written notice to Owner of the name and address of any such Mortgagee; provided that failure of Grantee to give notice of any such Mortgagee shall not constitute a default under this Agreement and shall not invalidate such Mortgage.

(a) **Mortgagee's Right to Possession, Right to Acquire and Right to Assign.** An Mortgagee shall have the absolute right: (i) to assign its security interest; (ii) to enforce its lien and acquire title to the easement estate by any lawful means; (iii) to take possession of and operate the Transmission Facilities or any portion thereof, to exercise all of Grantee's rights hereunder, and to perform all obligations to be performed by Grantee hereunder, or to cause a receiver to be appointed to do so; and (iv) to acquire the easement estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the easement estate to a third party. Owner's consent shall not be required for the acquisition of the encumbered easement or subeasement estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure.

(b) **Notice of Default; Opportunity to Cure.** As a precondition to exercising any rights or remedies as a result of any default of Grantee, Owner shall give notice of Grantee's failure to perform to each Mortgagee, of which it has notice, concurrently with delivery of such notice to Grantee. In the event Owner gives such notice of failure to perform, the following provision shall apply:

(i) The Mortgagee shall have the same period after receipt of the notice of failure to perform to remedy the failure to perform, or cause the same to be remedied, as is given to Grantee, plus, in each instance, sixty (60) days, for a total of one hundred twenty (120) days after receipt of the notice of failure to perform, provided that such 120-day period shall be extended for the time reasonably required to complete such cure, including the time required for the Mortgagee to perfect its right to cure failure to perform by obtaining possession of the Premises (including possession by a receiver) or by instituting foreclosure proceedings, provided the Mortgagee acts with reasonable and continuous diligence. The Mortgagee shall have the absolute right to substitute itself for Grantee and perform the duties of Grantee hereunder for purposes of curing such failure to perform. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Premises to complete such performance with all the rights, privileges and obligations of the original Grantee hereunder.

(c) **No Waiver.** No payment made to Owner by a Mortgagee shall constitute an agreement that such payment was, in fact, due under the terms of the Agreement; and a Mortgagee, having made any payment to Owner pursuant to Owner's wrongful, improper or mistaken notice or demand, shall be entitled to the return of any such payment.

10. **Miscellaneous.**

(a) **Confidentiality.** Owner shall maintain in the strictest confidence, and Owner shall require each third party to which Owner is permitted to disclose pursuant to this section to maintain in the strictest confidence, for the sole benefit of Grantee, all information pertaining to the financial terms of or payments under this Agreement, unless such information is in the public domain by reason of prior publication

through no act or omission of Owner or its employees, contractors or agents, Notwithstanding the foregoing, Owner may provide information as required or appropriate to attorneys, accountants, lenders, or third parties who may be assisting Owner or with whom Owner may be negotiating in connection with the Premises, Owner's financial or other planning, any prospective purchaser of or lenders for the Premises, or as may be necessary to enforce this Agreement; provided that Owner advises the party receiving the information of the confidentiality of the information and obtains the agreement of said party not to disclose such information.

(b) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Owner and Grantee and, to the extent provided in any assignment or other transfer permitted hereunder, any transferee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to Grantee in this Agreement shall be deemed to also include transferees of Grantee that hold a direct ownership interest in the Easement or this Agreement and actually are exercising rights under the Easement or this Agreement to the extent consistent with such interest.

(c) Easement to Run with the Land. This Agreement shall run with the land and shall be binding on and shall inure to the benefit of the Parties, hereto, their heirs, executors, administrators, successors, and assigns.

(d) Recording of Agreement. Owner and Grantee agree to execute a Memorandum of Transmission Easement Agreement in the form attached as Exhibit D hereto (the "Memorandum"). Grantee may record the Memorandum at Grantee's expense.

(e) Notices. All notices or other communications required or permitted by this Agreement, including payments to Owner, shall be in writing and shall be deemed given when personally delivered to Owner or Grantee, or in lieu of such personal delivery services, five (5) days after deposit in the United States mail, first class, postage prepaid, certified, addressed as follows:

If to Owner:

Annuschat Farms, LLC
28271 N. 2850 Rd.
Okarche, OK 73762
Phone: _____

If to Grantee:

c/o Invenergy Wind Development LLC
One South Wacker Drive
Suite 1800
Chicago, Illinois 60606
Attn: General Counsel

Any Party may change its address for purposes of this paragraph by giving written notice of such change to the other Party in the manner provided in this paragraph.

(f) Entire Agreement; Amendments. This Agreement, together with all Exhibits A, B, C, and D referenced herein and attached hereto, constitutes the entire agreement between Owner and Grantee respecting the subject matter contained herein. Any agreement, understanding or representation respecting the Premises, the Easement, or any other matter referenced in this Agreement not expressly set forth in this Agreement or a subsequent writing signed by both Parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both Parties. No purported modifications or amendments of this Agreement, including, without limitation, any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party. Owner shall cooperate with Grantee in amending this Agreement from time to time to include any provision that may be reasonably requested by Grantee for the purpose of implementing the provisions contained in this Agreement or for the purpose of preserving the security interest of, or satisfying the request of, any actual or potential (i) transferee or (ii) holder ("Mortgagee")

of any mortgage, deed of trust or other security interest in this Agreement or any Transmission Facilities ("Mortgage").

(g) Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma. If the Parties are unable to resolve amicably any dispute arising out of, or in connection with, this Agreement, the Parties agree that such dispute shall be resolved in the state courts located in the county in which the Premises is situated. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived. The prevailing Party in any action or proceeding for the enforcement, protection or establishment of any right or remedy under this Agreement shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing Party.

(h) Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the Term be longer than, respectively, the longest period permitted by applicable law.

(i) Estoppel Certificates. Owner shall promptly execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request, including, without limitation, that no default or failure to perform then exists under this Agreement, if such be the case) and/or consents to assignment (whether or not such consent is actually required) and/or non-disturbance agreements as Grantee, any transferee or Mortgagee may reasonably request from time to time. At Grantee's option, such certificates, consents and agreements may be recorded in the relevant recording office. Owner hereby consents to such recording.

(j) No Merger. There shall be no merger of any easement estate created by this Agreement with the fee estate of the Premises by reason of the fact that any such easement estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or have any interest therein, and no such merger shall occur unless and until all persons at the time having such interest in the fee estate of the Premises and all persons (including, without limitation, Mortgagee) having an interest in any easement estate created by this Agreement shall join in a written instrument effecting such merger and shall duly record the same.

(k) Joint Owners. If one or more persons, partnerships, corporations, trusts or other entities execute this Agreement as Owner or have an ownership interest in the Premises from time to time, the obligations of Owner under this Agreement shall be the joint and several obligations of each such person, partnership, corporation, trust or other entity. All such persons, partnerships, corporations, trusts or other

entities agree that they shall be solely responsible for allocating any payments made under this Agreement between themselves and that Grantee shall have no obligation to make any allocation.

(l) No Partnership. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, partnership, joint venture or any other association between Owner and Grantee.

(m) Headings. The headings of the paragraphs of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part thereof.

(n) Counterparts. This Agreement, and any amendment hereto, may be executed in any number of counterparts and by each Party on separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument.

(o) [blank]

(p) [blank]

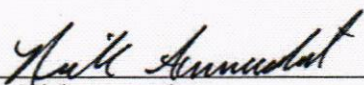
11. Abstract of Title. Within fifteen (15) days after receipt of written request from Grantee, Owner shall, at Grantee's cost make available to Grantee, its current complete Abstract of Title of the Premises (and Grantee may make a complete copy of such Abstract of Title). Grantee shall maintain the Abstract of Title in the same condition in which it is provided to Grantee by Owner and shall be responsible for the cost to replace the Abstract of Title if it is lost or damaged.

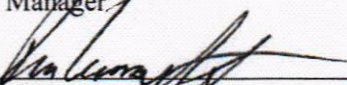
12. Records. Grantee will comply with all Oklahoma law requirements regarding Grantee's books and records.

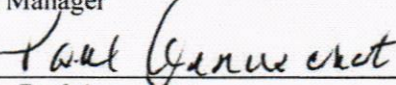
IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first set forth above.

OWNER:

Annuschat Farms, LLC

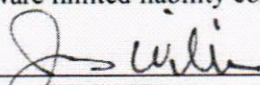
By: 
Name: Nick Annuschat
Title: Manager

By: 
Name: Ron Annuschat
Title: Manager

By: 
Name: Paul Annuschat
Title: Manager

GRANTEE:

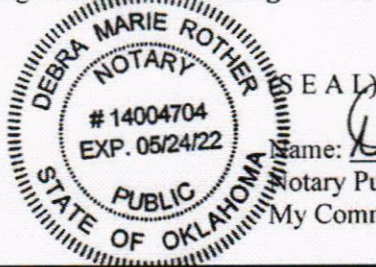
INVENERGY WIND DEVELOPMENT LLC,
a Delaware limited liability company

By: 
Name: James Williams
Title: Vice President

ACKNOWLEDGMENT OF OWNER

STATE OF Oklahoma
COUNTY OF Kingfisher SS.

Personally, came before me this 1st day of September, 2020, Nick Annuschat, who executed the foregoing instrument as Manager of Annuschat farms, LLC and acknowledged the same.

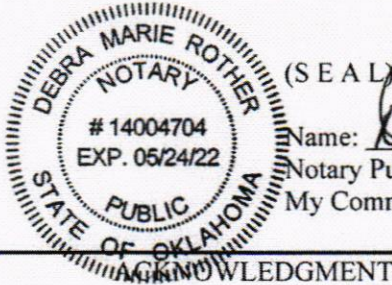


(SEAL)
Name: Debra Marie Rother
Notary Public, State of Oklahoma
My Commission Expires: 5-24-22

ACKNOWLEDGMENT OF OWNER

STATE OF Oklahoma
COUNTY OF Kingfisher SS.

Personally, came before me this 1st day of September, 2020, Ron Annuschat, who executed the foregoing instrument as Manager of Annuschat farms, LLC and acknowledged the same.



(SEAL)
Name: Debra Marie Rother
Notary Public, State of Oklahoma
My Commission Expires: 5-24-22

ACKNOWLEDGMENT OF OWNER

STATE OF Oklahoma
COUNTY OF Kingfisher SS.

Personally, came before me this 1st day of September, 2020, Paul Annuschat, who executed the foregoing instrument as Manager of Annuschat farms, LLC and acknowledged the same.



(SEAL)
Name: Debra Marie Rother
Notary Public, State of Oklahoma
My Commission Expires: 5-24-22

ACKNOWLEDGMENT OF GRANTEE

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

Personally, came before me this 31 day of August, 2020,
James Williams who executed the foregoing instrument as Vice President of Invenergy
Wind Development LLC and acknowledged the same.

JOELLEN BILLOTTE
Notary Public
State of Colorado
Notary ID # 20184020439
My Commission Expires 05-14-2022

(SEAL)

Name: Joelle Billotte
Notary Public, State of Colorado
My Commission Expires: 5.14.22

EXHIBIT A

Description of the Premises

Schedule of Locations:

<u>Parcel Number</u>	<u>County</u>	<u>Township / Range</u>	<u>Section</u>	<u>Rods(+/-)</u>
0000-19-15N-08W-4-000-00	Kingfisher	15N / 8W	19	160
0000-20-15N-08W-1-000-00	Kingfisher	15N / 8W	20	163
0000-20-15N-08W-3-001-00	Kingfisher	15N / 8W	20	58
0000-20-15N-08W-4-000-00	Kingfisher	15N / 8W	20	99
Approximate Total:				480 rods

Legal Description:

The Southeast Quarter (SE/4) of Section 19, Township 15 North, Range 8 W.I.M., Kingfisher County, Oklahoma, and

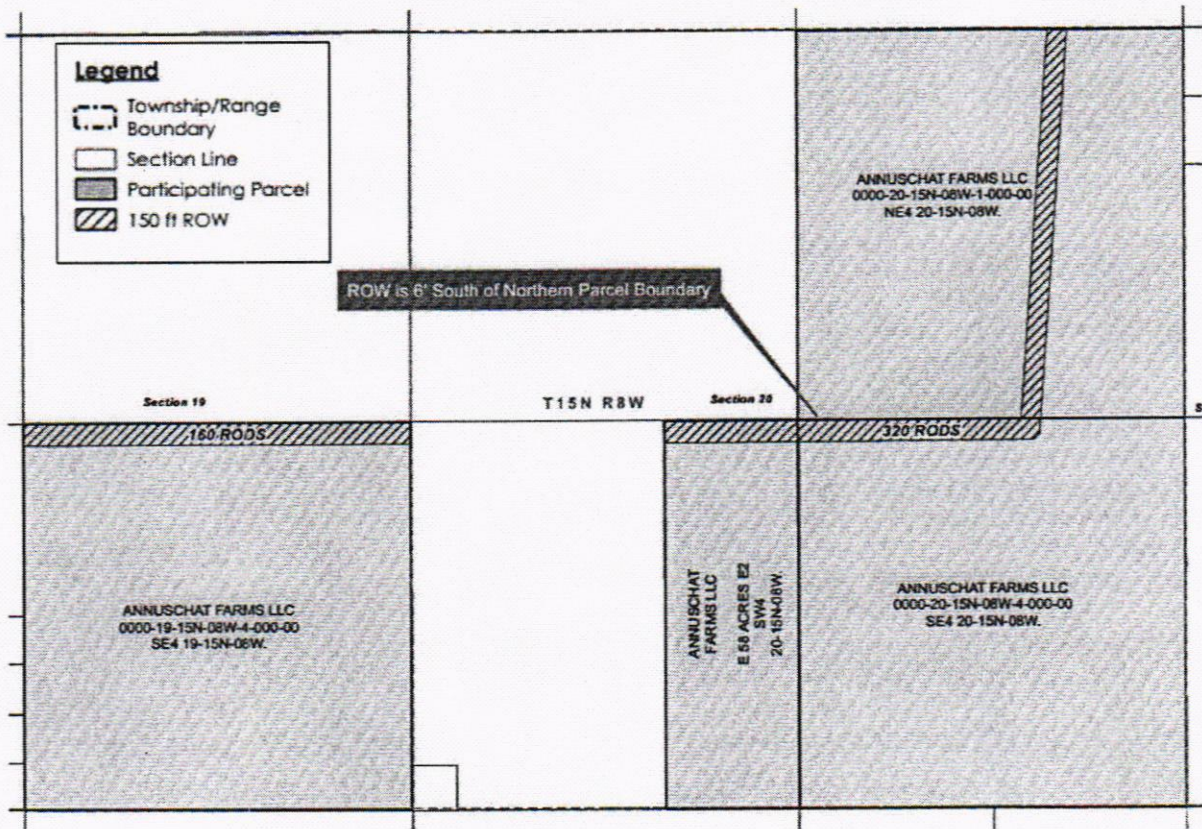
The Northeast Quarter (NE/4) of Section 20, Township 15 North, Range 8 W.I.M., Kingfisher County, Oklahoma, and

The East 58 acres of the East Half of the Southwest Quarter (E/2 SW/4) of Section 20, Township 15 North, Range 8 W.I.M., Kingfisher County, Oklahoma, and

The Southeast Quarter (SE/4) of Section 20, Township 15 North, Range 8 W.I.M., Kingfisher County, Oklahoma.

EXHIBIT A-1

Depiction of the Transmission Easement Area



Where the Transmission Facilities indicated above are shown to be along a property line, the Transmission Facilities shall be located directly adjacent to the property line, existing fence line, or on the property line unless prior written consent of Owner is obtained.

EXHIBIT C
Special Conditions

1. **Structures.** Grantee will use monopole structures to construct the Transmission Facilities.
2. Grantee shall not install structures within the surface of the bale pen existing as of the Effective Date within the Northeast Quarter of Section 20, Township 15 North, Range 8 W.I.M. without prior approval from Owner.
3. Grantee shall utilize existing gates or upgrade gates in their current location whenever practical.
4. Restoration shall be completed to the reasonable satisfaction of Owner.

Exhibit D

Prepared by and
after recording return to:
INVENERGY WIND DEVELOPMENT LLC
c/o Invenergy LLC
One South Wacker Drive
Suite 1800
Chicago, Illinois 60606
ATTN: Land Administration

MEMORANDUM OF TRANSMISSION EASEMENT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

STATE OF OKLAHOMA)
)
COUNTY OF _____)

THIS MEMORANDUM OF TRANSMISSION EASEMENT AGREEMENT (this "Memorandum"), is made, dated and effective as of _____ (the "Effective Date"), between OWNER (together with its successors, assigns and heirs, "Owner"), whose address is ADDRESS, and Invenergy Wind Development LLC, a Delaware limited liability company (together with its transferees, successors and assigns, "Grantee"), whose address is One South Wacker Drive, Suite 1800, Chicago, IL 60606, with regards to the following:

1. Owner and Grantee did enter into that certain Transmission Easement Agreement of even date herewith (the "Agreement"), which affects the real property located in COUNTY County, Oklahoma, as more particularly described in Exhibit A attached hereto (the "Premises"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.
2. The Agreement grants Grantee, among other things, the right to install electrical transmission facilities (and related infrastructure and appurtenances) on the Owner's Premises and third-party use restrictions. Owner also irrevocably waived, to the extent permitted by law, enforcement of any applicable setback requirements.
3. The Agreement shall be for an initial term of fifty-five (55) years if the terms and conditions of the Agreement are met, which term may be extended.
4. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Grantee executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Grantee's rights thereunder. The terms, conditions and covenants of the Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum shall not, in any manner or form whatsoever, alter, modify or vary the terms, covenants and conditions of the Agreement.
5. Except as otherwise set forth in the Agreement, Owner shall have no ownership, lien, security or other interest in any electrical transmission facilities (and related infrastructure and

appurtenances) installed on the Premises, or any profits derived therefrom, and Grantee may remove any or all electrical transmission facilities (and related infrastructure and appurtenances) at any time.

6. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

7. This Memorandum shall also bind and benefit, as the case may be, the heirs, legal representatives, assigns and successors of the respective parties hereto, and all covenants, conditions and agreements contained herein shall be construed as covenants running with the land.

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

OWNER:

By: _____
Name: _____

By: _____
Name: _____

GRANTEE:

INVENERGY WIND DEVELOPMENT LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF OWNER

STATE OF _____)
) SS.
COUNTY OF _____)

Personally, came before me this _____ day of _____, 2018, [OWNER] who executed the foregoing instrument and acknowledged the same.

(S E A L)

Name: _____
Notary Public, State of _____
My Commission Expires: _____

STATE OF _____)
) SS.
COUNTY OF _____)

Personally, came before me this _____ day of _____, 2018, [OWNER] who executed the foregoing instrument and acknowledged the same.

(S E A L)

Name: _____
Notary Public, State of _____
My Commission Expires: _____

ACKNOWLEDGMENT OF GRANTEE

STATE OF COLORADO)
) SS.
COUNTY OF _____)

Personally, came before me this _____ day of _____, 2018,
_____ who executed the foregoing instrument as Vice President of Invenergy
Wind Development LLC and acknowledged the same.

(S E A L)

Name: _____
Notary Public, State of Colorado
My Commission Expires: _____

EXHIBIT A TO MEMORANDUM

Description of the Premises

Schedule of Locations:

Parcel Number

County

Township / Range

Section

Rods(+/-)

Approximate
Total

Legal Description: