

DUPLICATE
ORIGINAL

FIRST AMENDMENT TO EASEMENT FOR WIND ENERGY DEVELOPMENT

This **FIRST AMENDMENT TO EASEMENT FOR WIND ENERGY DEVELOPMENT** (this “**Amendment**”) is made and entered into as of July 1, 2024, by and between Martha Ann Casteel, a/k/a Martha A. Casteel, a single person (“**Owner**”), and New Moon Wind Project, LLC, a Delaware limited liability company (“**Developer**”), in light of the following facts and circumstances. Owner and Developer are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of 6/17/2019, a memorandum of which was recorded on 10/22/2019 in Book 0845 at Page 0367-0371 in the official public records of Noble County, Oklahoma (including any amendments, modifications or extensions thereof, the “**Easement**”), whereby Owner granted an exclusive easement, *in gross*, to Developer, and Developer took an interest through the Easement from Owner on, over and across that certain real property located in Noble County, Oklahoma, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (“**Owner’s Property**”).

B. The legal description of Owner’s Property in Exhibit A of the Easement has changed due to the sale of part of Owner’s Property by Owner to Donald and Lana Knott, as evidenced in that certain Warranty Deed, dated September 8, 2023, and recorded as Book 895, Page 31 in the official public records of Noble County, Oklahoma. Developer and Owner now wish to amend the Easement in order to provide a correct and accurate legal description of Owner’s Property.

C. The Parties wish to amend the Easement as provided herein to extend the Term of Easement and adjust the Development Period payment.

D. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Amendment, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Exhibit A – Legal Description of Owner’s Property.** The Legal Description of Owner’s Property in Exhibit A of the Easement is hereby amended and restated in its entirety as set forth in Exhibit A attached to this Amendment and incorporated herein by this reference.

2. **Easement Term Extension.** The first sentence of Section 2.1 is hereby amended and the phrase “the fortieth (40th) anniversary” shall be replaced with “the forty-fifth (45th) anniversary”. Any reference to the Effective Date in the Easement is understood that the Easement Term has been amended from forty (40) years to forty-five (45) years.

3. **Development Term Extension.** Section 2.1 of the Easement is hereby amended to extend the Development Period for an additional five (5) years.

4. **Development Fee Amendment.** Section 5.4 of the Easement is hereby amended in the following manner to modify the Development Fees during the Development Period extension:

(a) For years six through eight (6-8) of the Development Period, Developer shall pay as Fees during these years One Thousand Two Hundred Dollars (\$1,200.00) per year, or Five Dollars (\$5.00) per acre per year, whichever is greater.

(b) For years nine through ten (9-10) of the Development Period, Developer shall pay as Fees during these years One Thousand Five Hundred Dollars (\$1,500.00) per year, or Seven Dollars (\$7.00) per acre per year, whichever is greater.

It is expressly understood that because of the extension to the Development Period as provided herein, the initial payment for year six (6) will be paid in accordance with this section within forty-five (45) days after the signing of this Amendment. All subsequent Development Fees for years seven through ten (7-10) shall be paid in advance annually within thirty (30) days of the anniversary of the Effective Date of the Easement.

5. **Miscellaneous.**

5.1 **Incorporation of Recitals.** The Recitals set forth above are hereby adopted and incorporated into this Amendment as though fully set forth herein.

5.2 **Memorandum.** The Parties shall execute a memorandum of this Amendment substantially in the form attached hereto as **Exhibit B**, and record the same in the official public records of Noble County, Oklahoma.

5.3 **Governing Law.** This Amendment and all matters arising hereunder or in connection herewith shall be governed by and construed and enforced in accordance with the laws of the State of Oklahoma.

5.4 **Full Force and Effect.** This Amendment and the Easement are valid and binding on Owner and Owner's Property and are in full force and effect, and nothing contained in this Amendment shall be construed as modifying such documents, except as specifically provided pursuant to this Amendment.

5.5 **Further Instruments.** Each Party agrees to execute such further instruments as may be reasonably required to consummate the transactions contemplated by this Amendment, as long as the terms thereof are fully consistent with the terms of this Amendment.

5.6 **Partial Invalidity.** Should any provision of this Amendment 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 and unimpaired by the court's holding.

5.7 Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

5.8 Effect of Headings. Headings appearing in this Amendment are inserted for convenience of reference only and shall in no way be construed to be interpretations of the provisions hereof.

5.9 Ratification. The Easement, as amended by this Amendment, is hereby ratified and confirmed by all the Parties hereto, and shall continue in full force and effect.

5.10 Counterparts. This Amendment may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Amendment, by their duly-authorized representatives, as of the date first set forth above.

OWNER:

Martha Ann Casteel, a/k/a Martha A. Casteel, a single person

By: Martha Ann Casteel
Name: Martha Ann Casteel

[Signatures continued on following page.]

[Signatures continued from preceding page.]

DEVELOPER:

NEW MOON WIND PROJECT, LLC,
a Delaware limited liability company

By: 
Name: Lisa Dellantonio
Title: Authorized Individual

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Noble County, Oklahoma, described as follows:

Lots 1 and 2 and the East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 19, Township 21 North, Range 2 W.I.M.

Subject to all conveyances, restrictions or reservations of record, if any.

(Space Above this Line for Recorder's Use Only)

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

New Moon Wind Project, LLC
3760 State Street, Ste. 200
Santa Barbara, CA 93105
Attn: Land Dept.

**MEMORANDUM OF FIRST AMENDMENT TO EASEMENT FOR WIND ENERGY
DEVELOPMENT**

This **MEMORANDUM OF FIRST AMENDMENT TO EASEMENT FOR WIND ENERGY DEVELOPMENT** (this "**Memorandum**") is made and entered into as of August 19th, 2024, by and between Martha Ann Casteel, a/k/a Martha A. Casteel, a single person ("**Owner**"), and New Moon Wind Project, LLC, a Delaware limited liability company ("**Developer**"), in light of the following facts and circumstances. Owner and Developer are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of 6/17/2019, a memorandum of which was recorded on 10/22/2019 in Book 0845 at Page 0367-0371 in the official public records of Noble County, Oklahoma (including any amendments, modifications or extensions thereof, the "**Easement**"), whereby Owner granted an exclusive easement, *in gross*, to Developer, and Developer took an interest through the Easement from Owner on, over and across that certain real property located in Noble County, Oklahoma, as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference ("**Owner's Property**").

B. The Parties have amended the Easement pursuant to a First Amendment to Easement for Wind Energy Development ("**Amendment**") dated of even date herewith.

C. The Parties desire to execute and record this Memorandum for the purpose of giving public notice of said Amendment and Developer's right, title, and interest in and to Owner's Property under the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and the Amendment, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Notice of Amendment.** The Parties amended certain confidential terms and conditions of the Easement as set forth in the Amendment, which amended terms and conditions are hereby incorporated into this Memorandum as though fully set forth herein. This Memorandum serves as public notice of the Amendment.

2. **Exhibit A – Legal Description of Owner’s Property.** The Legal Description of Owner’s Property in Exhibit A of the Easement is hereby amended and restated in its entirety as set forth in Exhibit A attached to this Amendment and incorporated herein by this reference.

3. **Term Extension.** The Easement Term has been amended from forty (40) years and shall now continue for forty-five (45) years from the Effective Date, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

4. **Miscellaneous.**

4.1 **Incorporation of Recitals.** The Recitals set forth above are hereby adopted and incorporated into this Memorandum as though fully set forth herein.

4.2 **Ratification.** The Easement, as amended by the Amendment, is hereby ratified and confirmed, and shall continue in full force and effect.

4.3 **Interpretation.** Nothing contained in this Memorandum or the Amendment shall be construed as modifying the Easement except as specifically provided pursuant to the Amendment. Capitalized terms used but not otherwise defined in the Amendment shall have the meanings assigned to them in the Easement. The purpose of this Memorandum is to give public notice of the existence of the Amendment. In the event of any inconsistency between this Memorandum and the terms and conditions of the Amendment, the Amendment shall prevail.

4.4 **Counterparts.** This Memorandum may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum, by their duly-authorized representatives, as of the date first set forth above.

OWNER:

Martha Ann Casteel, a/k/a Martha A. Casteel, a single person

By: Martha Ann Casteel
Name: Martha Ann Casteel

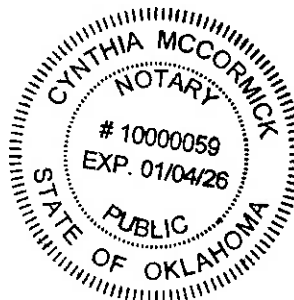
STATE OF Oklahoma)
) ss
COUNTY OF Nowhe)

On August 19th, 2024, before me, Notary Public, personally appeared Martha Ann Casteel, a/k/a Martha A. Casteel, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Cynthia McCormick
Notary Public 10000059
Printed Name: Cynthia McCormick
My commission expires: 01/04/2026

[Signatures continued on following page.]



[Signatures continued from preceding page.]

DEVELOPER:

NEW MOON WIND PROJECT, LLC,
a Delaware limited liability company

By: _____
Name: Lisa Dellantonio
Title: Authorized Individual

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss
COUNTY OF SANTA BARBARA)

On _____, 20____, before me, _____ (Notary Public), personally appeared Lisa Dellantonio, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

Prepared by New Moon Wind Project, LLC

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Noble County, Oklahoma, described as follows:

Lots 1 and 2 and the East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 19, Township 21 North, Range 2 W.I.M.

Subject to all conveyances, restrictions or reservations of record, if any.

DUPLICATE
ORIGINAL

SECOND AMENDMENT TO EASEMENT FOR WIND ENERGY DEVELOPMENT

This **SECOND AMENDMENT TO EASEMENT FOR WIND ENERGY DEVELOPMENT** (this "**Amendment**") is made and entered into as of December 17, 2024, by and between Martha Ann Casteel, a/k/a Martha A. Casteel, a single person ("**Owner**"), and New Moon Wind Project, LLC, a Delaware limited liability company ("**Developer**"), in light of the following facts and circumstances. Owner and Developer are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of 8/16/2018, a memorandum of which was recorded on 10/2/2018 in Book 2403 at Page 364 in the official public records of Garfield County, Oklahoma (including any amendments, modifications or extensions thereof, the "**Easement**"), whereby Owner granted an exclusive easement, *in gross*, to Developer, and Developer took an interest through the Easement from Owner on, over and across that certain real property located in Garfield County, Oklahoma, as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference ("**Owner's Property**").

B. The Parties are amending the Easement as provided herein to revise and extend the Easement Term and to adjust Fees due during the Development Period.

C. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, the Parties agree as follows:

1. **Easement Term Extension.** Section 2 of the Easement is hereby amended and restated in its entirety as follows:

Section 2. **Easement Term.** The term of this Easement commenced on the Effective Date and shall continue throughout the Development Period, Construction Period, and Operations Period (as these capitalized terms are defined hereinbelow), unless earlier expired or terminated in accordance with the terms and conditions of this Easement. The Development Period, Construction Period, and Operations Period taken together comprise and shall hereinafter be referred to as the "**Easement Term**."

Section 2.1. **Development Period.** The "**Development Period**" commenced on the Effective Date and continues for up to **fifteen (15) years** therefrom. During the Development Period, Developer has only those rights of use set forth in Section 3.1(a) below.

Section 2.2. **Construction Period.** The Development Period ends and the "**Construction Period**" commences upon the earlier to occur of (i) the day Developer specifies it will begin construction of the Project in a written notice to

Owner, or (ii) the first excavation of a foundation for a WTG in the Project. The Construction Period shall continue for a term of **two (2) years** from and after the commencement date thereof, unless earlier terminated by the commencement of the Operations Period (as the term "Operations Period" is defined in Section 2.3 below). If the Construction Period has not commenced by the end of the Development Period (including any extensions of the Development Period pursuant to Section 2.1), then this Easement will automatically terminate.

Section 2.3. Operations Period. The Construction Period ends and the "**Operations Period**" begins on the earlier to occur of (i) the first day of the first month after the date of the Project's first commercial deliveries of electrical energy to the local utility grid, or (ii) the expiration of the Construction Period. The Operations Period shall continue for a term of **forty (40) years** from and after the commencement of the Operations Period. For the avoidance of doubt, the first commercial deliveries of electrical energy from a Project in which the Property is a part, but which electricity is generated from property other than the Property, commences the Operations Period.

2. **Development Fee Amendment.** Section 5.4 of the Easement is hereby amended to revise and adjust the Fees due to Owner during and throughout the Development Period, as follows:

(a) For each of years one through ten (1-10) of the Development Period, Developer shall pay to Owner the greater of (i) \$1,000.00 per year, or (ii) \$5.00 per acre per year.

(b) For each of years eleven through thirteen (11-13) of the Development Period, Developer shall pay to Owner the greater of (i) \$1,200.00 per year, or (ii) \$5.00 per acre per year.

(c) For each of years fourteen through fifteen (14-15) of the Development Period, Developer shall pay to Owner the greater of (i) \$1,500.00 per year, or (ii) \$7.00 per acre per year.

Development Period Fees shall be paid annually in advance within thirty (30) days of each anniversary of the Effective Date of the Easement until commencement of the Construction Period or earlier termination of the Easement.

3. **Miscellaneous.**

3.1 **Incorporation of Recitals.** The recitals set forth above are hereby adopted and incorporated into this Amendment as though fully set forth herein.

3.2 **Memorandum.** The Parties shall execute a memorandum of this Amendment substantially in the form attached hereto as **Exhibit B**, and record the same in the official public records of Garfield County, Oklahoma.

3.3 Governing Law. This Amendment and all matters arising hereunder or in connection herewith shall be governed by and construed and enforced in accordance with the laws of the State of Oklahoma.

3.4 Full Force and Effect. This Amendment and the Easement are valid and binding on Owner and Owner's Property and are in full force and effect, and nothing contained in this Amendment shall be construed as modifying such documents, except as specifically provided pursuant to this Amendment.

3.5 Further Instruments. Each Party agrees to execute such further instruments as may be reasonably required to consummate the transactions contemplated by this Amendment, as long as the terms thereof are fully consistent with the terms of this Amendment.

3.6 Partial Invalidity. Should any provision of this Amendment 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 and unimpaired by the court's holding.

3.7 Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

3.8 Effect of Headings. Headings appearing in this Amendment are inserted for convenience of reference only and shall in no way be construed to be interpretations of the provisions hereof.

3.9 Ratification. The Easement, as amended by this Amendment, is hereby ratified and confirmed by all the Parties hereto, and shall continue in full force and effect.

3.10 Counterparts. This Amendment may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Amendment, by their authorized representatives, as of the date first set forth above.

OWNER:

Martha Ann Casteel, a/k/a Martha A. Casteel, a single person

By: Martha Ann Casteel
Name: Martha Ann Casteel

[Signatures continued on following page.]

[Signatures continued from preceding page.]

DEVELOPER:

NEW MOON WIND PROJECT, LLC,
a Delaware limited liability company

By: 

Name: Lisa Dellantonio

Title: Authorized Individual

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Garfield County, Oklahoma, described as follows:

The West Half of the Southwest Quarter (W½SW¼) of Section 1, Township 20 North, Range 3
W.I.M

Subject to all conveyances, restrictions or reservations of record, if any.

EXHIBIT B

**MEMORANDUM OF 2nd AMENDMENT TO EASEMENT FOR WIND
ENERGY DEVELOPMENT**

[FOLLOWS THIS PAGE]

(Space Above this Line for Recorder's Use Only)

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

New Moon Wind Project, LLC
3760 State Street, Ste. 200
Santa Barbara, CA 93105
Attn: Land Dept.

MEMORANDUM OF SECOND AMENDMENT TO EASEMENT FOR WIND ENERGY DEVELOPMENT

This **MEMORANDUM OF SECOND AMENDMENT TO EASEMENT FOR WIND ENERGY DEVELOPMENT** (this "**Memorandum**") is made and entered into as of _____, 20__, by and between Martha Ann Casteel, a/k/a Martha A. Casteel, a single person ("**Owner**"), and New Moon Wind Project, LLC, a Delaware limited liability company ("**Developer**"), in light of the following facts and circumstances. Owner and Developer are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of 8/16/2018, a memorandum of which was recorded on 10/2/2018 in Book 2403 at Page 364 in the official public records of Garfield County, Oklahoma (including any amendments, modifications or extensions thereof, the "**Easement**"), whereby Owner granted an exclusive easement, *in gross*, to Developer, and Developer took an interest through the Easement from Owner on, over and across that certain real property located in Garfield County, Oklahoma, as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference ("**Owner's Property**").

B. The Parties have amended the Easement pursuant to a Second Amendment to Easement for Wind Energy Development ("**Amendment**") dated of even date herewith.

C. The Parties desire to execute and record this Memorandum for the purpose of giving public notice of said Amendment and Developer's right, title, and interest in and to Owner's Property under the Easement.

NOW, THEREFORE, the Parties agree as follows:

1. **Notice of Amendment.** The Parties amended certain confidential terms and conditions of the Easement as set forth in the Amendment, which amended terms and conditions are hereby incorporated into this Memorandum as though fully set forth herein. This Memorandum serves as public notice of the Amendment.

2. **Easement Term Extension.** The Easement Term has been amended such that it commenced on the Effective Date and continues for (i) a Development Period of 15 years, (ii) a Construction Period of 2 years, and (iii) an Operations Period of 40 years, unless earlier expired or terminated in accordance with the terms and conditions of the Easement.

3. **Miscellaneous.**

3.1 **Incorporation of Recitals.** The recitals set forth above are hereby adopted and incorporated into this Memorandum as though fully set forth herein.

3.2 **Ratification.** The Easement, as amended by the Amendment, is hereby ratified and confirmed, and shall continue in full force and effect.

3.3 **Interpretation.** Nothing contained in this Memorandum or the Amendment shall be construed as modifying the Easement except as specifically provided pursuant to the Amendment. Capitalized terms used but not otherwise defined in the Amendment shall have the meanings assigned to them in the Easement. The purpose of this Memorandum is to give public notice of the existence of the Amendment. In the event of any inconsistency between this Memorandum and the terms and conditions of the Amendment, the Amendment shall prevail.

3.4 **Counterparts.** This Memorandum may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum, by their authorized representatives, as of the date first set forth above.

OWNER:

Martha Ann Casteel, a/k/a Martha A. Casteel, a single person

By: _____
Name: Martha Ann Casteel

STATE OF _____)
) ss
COUNTY OF _____)

On _____, 20__ before me, Notary Public, personally appeared Martha Ann Casteel, a/k/a Martha A. Casteel, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Printed Name: _____
My commission expires: _____

[Signatures continued on following page.]

[Signatures continued from preceding page.]

DEVELOPER:

NEW MOON WIND PROJECT, LLC,
a Delaware limited liability company

By: _____
Name: Lisa Dellantonio
Title: Authorized Individual

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss
COUNTY OF SANTA BARBARA)

On _____, 20____, before me, _____ (Notary Public), personally appeared Lisa Dellantonio, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

Prepared by New Moon Wind Project, LLC

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Garfield County, Oklahoma, described as follows:

The West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 1, Township 20 North, Range 3
W.I.M

Subject to all conveyances, restrictions or reservations of record, if any.