

Affects Site 2 - Parcels 6-11, 13, 15-26  
~~Substantive~~

**WHEN RECORDED, RETURN TO:**

Longroad Energy Holdings, LLC  
125 High Street, 17<sup>th</sup> Floor  
High Street Tower, Suite 1705  
Boston, MA 02110  
Attn: General Counsel

ENT# 285833 Pg 1 of 13  
Date: 30-Jul-2025 04:34 PM  
Fee: \$160.00 ACH  
Filed By: JK  
JAMIE KELSEY, RECORDER  
BEAVER COUNTY CORPORATION  
For: LONGROAD ENERGY MANAGEMENT, LLC  
Recorded Electronically by Simplifile

*Space above for County Recorder's Use*

**MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT ("**Memorandum**"), is made effective as of July 1, 2025 (the "**Effective Date**"), by and between Escalante Desert Resources, LLC, a Delaware limited liability company and Fervo Energy Company, a Delaware corporation (together with its successors and assigns, each a "**Fervo Entity**", and collectively "**Fervo**"), and Milford Wind Corridor Phase I, LLC, a Delaware limited liability company, Milford Wind Corridor Phase II, LLC, a Delaware limited liability company, Milford Solar Phase II, LLC, a Delaware limited liability company and Milford Energy III, LLC, a Delaware limited liability company (together with its successors and assigns, each, a "**Longroad Entity**", and collectively "**Longroad**"), with respect to the following:

1. **TERM AND PREMISES.** Fervo and Longroad are parties to that certain Coordinated Surface Use Agreement dated May 5, 2025 (the "**Agreement**"), all of which provisions are specifically made a part hereof as fully and completely as if set out in full herein, whereby the parties agreed to cooperate with respect to the co-location of their respective facilities on the Shared Property (as defined in the Agreement) located in Beaver County, Utah and Millard County, Utah, as more particularly described on **Exhibit "A"** attached hereto.

2. **TERM.** The Agreement has a term that is co-terminus with the Fervo Agreements (as defined in the Agreement) and the Longroad Agreements (as defined in the Agreement).

3. **PURPOSE OF MEMORANDUM.** This Memorandum is prepared for the purposes of recording a notification as to the existence of the Agreement but in no way modifies the express and particular provisions of the Agreement. In the event of a conflict between the terms of the Agreement and the terms of this Memorandum, the terms of the Agreement shall control.

4. **ADDITIONAL INFORMATION.** Additional information regarding the Agreement may be obtained by contacting any of the following:

to Lessor:

Escalante Desert Resources, LLC  
c/o Fervo Energy Company  
910 Louisiana Street, Suite 4400  
Houston, TX 77002  
Attn: Director of Land

Email: brandon.law@fervoenergy.com  
CC: Gustavo.torres@fervoenergy.com

to Lessee:

Milford Wind Corridor Phase I, LLC  
Milford Wind Corridor Phase II, LLC  
Milford Solar Phase II, LLC  
Milford Energy III, LLC  
c/o Longroad Energy Holdings, LLC  
125 High Street, 17<sup>th</sup> Floor  
High Street Tower, Suite 1705  
Boston, MA 02110  
Attn: General Counsel  
Phone: (617) 377-4301  
Email: contracts@longroadenergy.com

5. COUNTERPARTS. This Memorandum may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument.

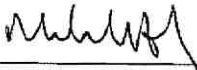
[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Parties have caused this Memorandum to be duly executed as of the dates below written to be effective as of the Effective Date.

**LONGROAD ENTITIES:**


Milford Wind Corridor Phase I, LLC, a Delaware limited liability company

Date: July 9, 2025

By:   
Print Name: Michael U. Alvarez  
Title: Chief Operating Officer


Milford Wind Corridor Phase II, LLC, a Delaware limited liability company

Date: July 9, 2025

By:   
Print Name: Michael U. Alvarez  
Title: Chief Operating Officer


Milford Solar Phase II, LLC, a Delaware limited liability company

Date: July 9, 2025

By:   
Print Name: Michael U. Alvarez  
Title: Chief Operating Officer

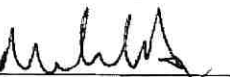
Milford Energy III, LLC, a Delaware limited liability company

Date: July 9, 2025

By:   
Print Name: Michael U. Alvarez  
Title: Chief Operating Officer

Longroad Energy Holdings, LLC, a Delaware limited liability company

Date: July 9, 2025

By:   
Print Name: Michael U. Alvarez  
Title: Chief Operating Officer

**FERVO ENTITIES:**

Fervo Energy Company, a Delaware corporation

Date: 16 July, 2025

By: [Signature]  
Print Name: Dawn Owens  
Title: Vice President

Escalante Desert Resources, LLC, a Delaware  
limited liability company

Date: 16 July, 2025

By: [Signature]  
Print Name: Dawn Owens  
Title: Vice President

Acknowledgments

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

COUNTY OF SAN FRANCISCO

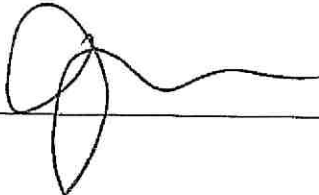
On JULY 9, 2025 before me, JOCELYN KOO, Notary Public

personally appeared MICHAEL U. ALVAREZ 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 he executed the same in his authorized capacity, and that by his 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.

Signature \_\_\_\_\_



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

COUNTY OF SAN FRANCISCO

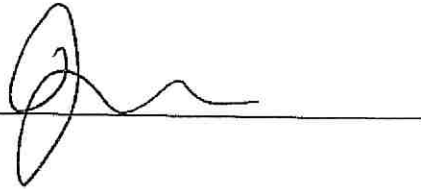
On JULY 9, 2025 before me, JOCELYN KOO, Notary Public

personally appeared MICHAEL U AWARZEL, 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 he executed the same in his authorized capacity, and that by his 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.

Signature



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STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

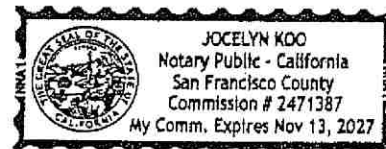
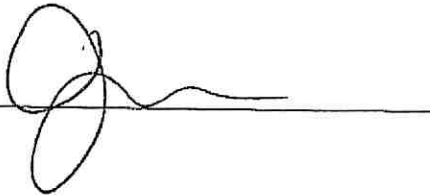
On JULY 9, 2025 before me, JOCELYN KOO, Notary Public

personally appeared MICHAEL U ALVAREZ, 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 he executed the same in his authorized capacity, and that by his 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.

Signature



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

COUNTY OF SAN FRANCISCO

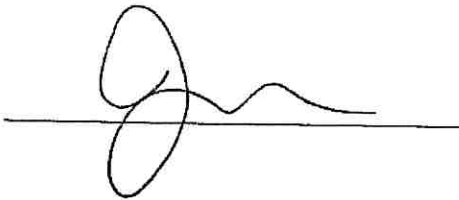
On JULY 9, 2025 before me, JOCELYN KOO, Notary Public

personally appeared MICHAEL U ALVAREZ, 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 he executed the same in his authorized capacity, and that by his 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.

Signature





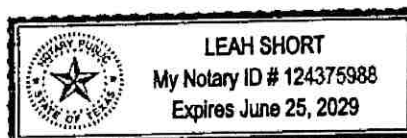
STATE OF TEXAS )  
 : ss.  
COUNTY OF HARRIS )

The foregoing instrument was acknowledged before me this 14 day of July, 2025, by Dawn Owens, the Vice President of Escalante Desert Resources LLC, a Delaware limited liability company.

*[Signature]*

NOTARY PUBLIC  
Residing at: 4745 Kinglet, Houston, TX 77035

My Commission Expires:  
June 25, 2029



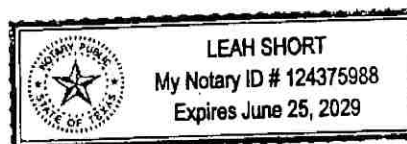
STATE OF TEXAS )  
 : ss.  
COUNTY OF HARRIS )

The foregoing instrument was acknowledged before me this 16 day of July, 2025, by Dawn Owens, the Vice President of Fervo Energy Company, a Delaware corporation.

*[Signature]*

NOTARY PUBLIC  
Residing at: 4745 Kinglet, Houston, TX 77035

My Commission Expires:  
June 25, 2029



**EXHIBIT A  
TO  
MEMORANDUM OF  
AGREEMENT**

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**LEGAL DESCRIPTION**

The real property referenced in the foregoing instrument as the Shared Property is located in Beaver County, Utah, and is more particularly described as:

**Wind Lease Shared Property:**

<b>Tax ID</b>	<b>Description of Land</b>	<b>Acres</b>
02-0014-0001	T27S-R10W, Section 14: ALL	640
02-0015-0002	T27S-R10W, Section 15: S2	320
02-0017-0001	T27S-R10W, Section 29: E2	320
02-0017-0010	T27S-R10W, Section 32: NWNE, Portion of NENE and SENE	75
02-0016-0008 02-0016-0007	T27S-R10W, Section 33: SWSW, W2NW, NWSW	160
02-0013-0002 02-0013-0003	T27S-R10W, Section 35: SE, W2NE, NENE, SENE	320
02-0014-0003	T27S-R10W, Section 23: S2	320
02-0013-0001	T27S-R10W, Section 26: W2	320
02-0015-0008 02-0015-0007	T27S-R10W, Section 22: Lots 1, 2, 3, 4, NE, E2W2, N2SE, SWSE, SESE	652
02-0015-0006 02-0015-0005	T27S-R10W, Section 21: E2, SWNW, W2SW	440
02-0016-0001 02-0015-0003	T27S-R10W, Section 27: S2SE, NE, E2NW, Lots 1 & 2, S2SW	480
02-0016-0004 02-0016-0005	T27S-R10W, Section 28: E2; N2SW, W2NW	480
02-0012-0006	T27S-R10W, Section 17: SESW, SWSW	73.65

1-6	02-0012-0009	T27S-R10W, Section 20: E2NW, SE, S2NE	320
1-7	02-0016-0005	T27S-R10W, Section 28: W2NW	80
	01-0221-0002	T26S-R9W, Section 19: S2	325.61
	01-0222-0001	T26S-R9W, Section 20: W2	320
1-8	01-0223-0001	T26S-R9W, Section 29: W2W2, E2NW, NESW	280
1-9	01-0224-0001	T26S-R9W, Section 30: E2, SESW	360
1-10	01-0225-0001	T26S-R9W, Section 31: N2	326.34

**Wind Lease Shared Property Continued:**

	Tax ID	Description of Land	Acres
1-11	01-0229-0001	T27S-R9W, Section 5: Lots 3, 4, S2NW, N2SW, SESW	299.83
1-13	02-0003-0002	T26S-R10W, Section 14: S2	320
1-15	02-0004-0002	T26S-R10W, Section 15: E2	320
1-16	02-0003-0003	T26S-R10W, Section 23: ALL	640
1-17	02-0003-0004	T26S-R10W, Section 24: ALL	637.17
1-18	02-0006-0001	T26S-R10W, Section 26: ALL	640
1-19	02-0007-0001	T26S-R10W, Section 27: ALL	160
1-20	02-0007-0004	T26S-R10W, Section 33: E2	320
1-21	02-0007-0005	T26S-R10W, Section 34: ALL	80
1-22	02-0006-0002 02-0006-0003	T26S-R10W, Section 35: E2, E2NW, SW, W2NW	640
1-23	02-0009-0002	T27S-R10W, Section 2: N2	356.24
1-24	02-0010-0001	T27S-R10W, Section 3: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, SWNE, N2SW, S2NW	635.92

1-26	02-0009-0004	T27S-R10W, Section 11: ALL	640
1-25	02-0010-0007	T27S-R10W, Section 10: SE, E2SW, Lots 3, 4	324.4
	02-0002-0002	T26S-R10W, Section 10: NESE, SWSE	80
2-3	8735	T25S-R9W, Section 30: S2	320.2
2-2	8734	T25S-R9W, Section 29: N2, Less S2NW	240
	02-0003-0001	T26S-R10W, Section 13: W2	320
	02-0004-0001	T26S-R10W, Section 15: W2	320
	02-0004-0006	T26S-R10W, Section 21 & 22: BEG SE CR S22 T26S R10W SLBM W5321.49FT N89°37'35"W2649.85FT N0°38'18"E2647.25FT S89°51'28"E7979.2FT S0°48'42"W2645.2FT POB	484.4
	02-0004-0005 02-0004-0004	T26S-R10W, Section 21 & 22: BEG SE CR S22 T26S R10W SLBM W5321.49FT N89°37'35"W2649.85FT N0°38'18"E2647.25FT S89°51'28"E7979.2FT S0°48'42"W2645.2FT POB	484.4
	02-0002-0003	T26S-R10W, Section 11: E2SE	11.31

**Solar Lease shared property:**

Tax ID	Description of Land	Acres
02-0014-0001	T27S-R10W, Section 14: ALL	640
02-0015-0002	T27S-R10W, Section 15: S2	325.24
02-0012-0006	T27S-R10W, Section 17: SESW, SWSW	73.65
02-0015-0006	T27S-R10W, Section 21: E2	320

02-0015-0007 02-0015-0008	T27S-R10W, Section 22: SESE, N2SW, N2SE, SWSE	240
02-0014-0003 02-0014-0002	T27S-R10W, Section 23: S2, N2	640
02-0013-0001	T27S-R10W, Section 26: W2	320
02-0016-0001 02-0016-0003	T27S-R10W, Section 27: S2SE, N2, S2SW	480
02-0016-0004	T27S-R10W, Section 28: E2, N2SW	403.87
02-0007-0001	T26S-R10W, Section 27: SW	160
02-0007-0004	T26S-R10W, Section 33: E 200 FT	24.24
02-0007-0005	T26S-R10W, Section 34: S2SW	80
02-0004-0001	T26S-R10W, Section 15: W2	320
02-0004-0006	T26S-R10W, Section 21 & 22: BEG SE CR S22 T26S R10W SLBM W5321.49FT N89°37'35"W2649.85FT N0°38'18"E2647.25FT S89°51'28"E7979.2FT S0°48'42"W2645.2FT POB	484.4
02-0004-0005 02-0004-0004	T26S-R10W, Section 21 & 22: BEG SE CR S22 T26S R10W SLBM W5321.49FT N89°37'35"W2649.85FT N0°38'18"E2647.25FT S89°51'28"E7979.2FT S0°48'42"W2645.2FT POB	484.4
02-0002-0003	T26S-R10W, Section 11: E2SE	11.31