

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Appaloosa Solar I, LLC
201 S. Main Street, Suite 2100
Salt Lake City, UT 84111
Attn: Luigi Resta

TRANSMISSION AND ACCESS EASEMENT AGREEMENT

This **TRANSMISSION AND ACCESS EASEMENT AGREEMENT** (this "Agreement") is made this 23rd day of May, 2022 (the "Effective Date") by and between **SOUTHERN UTAH SOLAR PROPERTY III, LLC**, a Utah limited liability company ("Grantor"), and **APPALOOSA SOLAR I, LLC**, a Utah limited liability company ("Grantee"). Each of Grantor and Grantee is sometimes referred to as a "Party" and collectively as the "Parties."

RECITALS

A. Grantor is the sole owner of certain property located in Iron County, Utah, acquired by Warranty Deed (the "Deed") from Southern Utah Solar Property, LLC dated January 12, 2022 (the "Property"), which Deed was recorded on January 19, 2022 as Entry No. 00784813, Bk 1591, Pg 964 in the Official Records of Iron County, Utah (the "Records").

B. As successor to Southern Utah Solar Property, LLC with respect to the Property, by an Assignment and Assumption Agreement with Consent recorded in the Records on March 11, 2022 as Entry No. 00787862, at Bk 1599, Pg 866, Grantor became a party to that certain unrecorded Option Agreement for Lease of and Easement over Real Estate dated as of November 22, 2016, amended by an unrecorded First Amendment thereto entered into as of November 17, 2017, an unrecorded Second Amendment thereto entered into as of November 16, 2021, and an unrecorded Third Amendment thereto entered into as of March 11, 2022 (as so amended, the "Option Agreement"), and that certain Memorandum of Option Agreement for Lease and Easement over Real Estate dated as of November 22, 2016, and recorded on November 30, 2016, as Entry No. 00691438, Bk 1362, Pg 283, as modified by a Modification of Memorandum of Option Agreement for Lease and Easement over Real Estate dated as of November 16, 2021, and recorded in the Records on February 24, 2022 as Entry No. 00786908, in Bk 1596, Pg 1743.

C. In accordance with the Option Agreement, Grantee desires to acquire, and Grantor desires to grant to Grantee, an easement to develop, construct and operate a private transmission line within a portion of the Property, which line will serve Grantee's renewable energy generating facilities and other related improvements to be constructed on lands within the vicinity of the Property, and for any other lawful uses related thereto.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth below, the Parties agree as follows:

1. Grant of Easements. For good and valuable consideration, the legal receipt and sufficiency of which are hereby acknowledged by Grantor, effective as of the Effective Date, Grantor grants, conveys and warrants to Grantee, an easement ("Transmission Easement"), on, along, over, under and across a portion of the Property (such portion of the Property, the "Easement Area" as more particularly described in Exhibit A attached hereto and made part hereof), for the right to erect, construct, reconstruct, replace, remove, maintain, operate and use the following from time to time: towers or poles, with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables and boxes or ductbanks, for the transmission of electrical energy and/or for telecommunication and telemetry purposes, and all necessary and proper foundations, footings, guy wires, anchors, crossarms and other appliances, fixtures and facilities for use in connection with said towers, poles, wires and cables on, along, over, under and across the Easement Area. Said towers, poles, wires, cables, foundations, footings, guy wires, anchors, crossarms, appliances, fixtures, boxes, ductbanks and facilities are herein collectively called the "Transmission Facilities." The Transmission Easement shall also include the present and future right to: (i) enter on the Property at any time to conduct inspections, tests, geotechnical reviews, soil tests, environmental studies, wildlife and/or habitat studies, transmission studies, archeological assessments, land surveying, title examinations, site engineering, and such other activities as Grantee reasonably deems necessary or appropriate for determining whether the Property is or remains suitable for Grantee's permitted purposes under this Agreement; (ii) permit any other person, firm, corporation or other entity to attach wires, cables or conduits to the Transmission Facilities and lay wires, cables and conduits within the Easement Area; (iii) clear the Easement Area and to keep the same clear of all trees, whether natural or cultivated, and all structure supported crops, other structures, trees, brush, vegetation, fire and electrical hazards, except non-structure supported agricultural crops less than ten (10) feet in height; and (iv) top, limb, or fell, and clear, remove, sell, burn, or otherwise dispose of, "danger trees" located adjacent to the Easement Area. All trees, brush, vegetation, structures, and fire and electrical hazards on the Easement Area may be cleared, removed, sold, burned or otherwise disposed of by Grantee in any manner it deems suitable. Grantor covenants to and with Grantee that the title to all trees, brush, vegetation, structures, and fire and electrical hazards on the Easement Area or hereinafter growing within the Easement Area which Grantee elects to clear, remove, sell, burn or otherwise dispose of and also all danger trees identified or cut from Grantor's land adjacent to the Easement Area is and shall be vested in Grantee and its successor and assigns. All Transmission Facilities shall constitute and shall at all times remain the sole property of Grantee. Grantor shall have no ownership or other interest in the Transmission Facilities or related facilities installed or located on the Property by or on behalf of Grantee, and Grantee may install, remove, maintain and replace any or all of the Transmission Facilities and related facilities at any time. The Transmission Easement is also for the right of ingress to and egress from Transmission Facilities (whether such facilities are or are to be located on the Property or elsewhere), over and along the Property by means of roads and lanes thereon, if existing, or otherwise by such route or routes as Grantee may construct from time to time. Grantee shall also have the right to maintain and improve any such roads and lanes.

2. Construction Activities. During any construction of Transmission Facilities, Grantee may use an additional fifty (50) feet of land in total on either or both sides of the Easement Area, to the extent such land is part of the Property (the "Temporary Construction Area"). Grantee will use commercially reasonable efforts to minimize surface disturbance on the portion of the Property lying outside of the Easement Area during construction. Grantee shall notify Grantor of the commencement and completion of any construction on the Property.

3. Term and Termination. Subject to the terms and conditions of this Agreement, the term of this Agreement shall be for an initial period of thirty (30) years, unless terminated by Grantee by written notice to Grantor. Grantee shall have the right and option by written notice to Grantor prior to the expiration of the then current term of this Agreement to extend the term of this Agreement for two (2) additional consecutive periods of five (5) years each. If Grantee fails to provide notice of the exercise of the option to extend the term of this Agreement, such option to extend the term of this Agreement shall not lapse and terminate unless Grantor provides written notice to Grantee of such failure and Grantee fails to exercise such option within ten (10) days after the date of receipt of such notice from Grantor. Upon the termination of this Agreement, Grantee shall promptly de-energize any electrical lines or facilities in, on or over the Easement Area, remove the Transmission Facilities from the surface of the Easement Area, and, as reasonably possible, restore said surface to the same condition as the Easement Area was in on the Effective Date.

4. Character of Easements. This Agreement and the Transmission Easement shall run with the Property, whether or not this Agreement and/or the Transmission Easement is referenced or described in any conveyance, ground lease or other instrument granting rights in, to or under all or any portion of the Property. This Agreement and the Transmission Easement shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective transferees, heirs, successors and assigns and all persons claiming under them. Any sale or other transfer of the Property by Grantor shall be subject to this Agreement and the Transmission Easement. The Transmission Easement is irrevocable, and Grantor has no right to terminate this Agreement. Grantor further agrees with respect to the Transmission Easement that (a) no act or failure to act on the part of Grantee shall be deemed to constitute an abandonment, surrender or termination thereof except upon recordation by Grantee of a quitclaim deed or other release or termination instrument specifically terminating the Transmission Easement or conveying the Transmission Easement back to Grantor, or as otherwise may be declared by an order of a court having proper jurisdiction over this Agreement; (b) non-use of the entirety of the Transmission Easement and/or Easement Area shall not prevent the future use of the entire scope thereof in the event the same is needed; and (c) no use of or improvement to the Property or any other lands in which Grantee acquires an interest to install and operate transmission facilities similar to the Transmission Facilities or otherwise benefited by the Transmission Easement, and no transfer of the Transmission Easement, shall, separately or in the aggregate, constitute an overburdening of the Transmission Easement.

5. Assignment. Grantee may assign this Agreement or its rights with respect to the Transmission Easement at any time, in whole or in part, to one or more assignees or sub-assignees, without the need for Grantor's consent. Grantee shall have the right to make a partial conveyance or assignment of the Transmission Easement to two or more persons or entities as tenants-in-common and shall have the right to jointly use any Transmission Facilities and/or roads on the Property for ingress to and egress from the Transmission Facilities. The assignor under any

assignment hereunder shall be released from obligations and liabilities accruing after the date such obligations and liabilities are assumed by the assignee, to the extent assumed by the assignee.

6. Compliance with Laws. Grantee shall comply with all laws, regulations and rules governing the erection, construction, reconstruction, replacement, removal, maintenance, operation and use of the Transmission Facilities. Grantor agrees to cooperate fully and promptly with Grantee, so long as such work is accomplished at no out-of-pocket cost to Grantor, and to join in all applications for permits, licenses and governmental approvals or requests for other instruments which Grantee may deem necessary for purposes of the intended use or development of the Easement Area or the Property.

7. Costs. All costs and expenses incident to the erection, construction, reconstruction, replacement, removal, maintenance, operation and use of the Transmission Facilities including the trimming and cutting of any trees and underbrush shall be borne without cost to Grantor.

8. Grantor's Right to Use the Property. Grantor retains the right to use the Property for all purposes not inconsistent with, and which will not interfere with, the rights granted to Grantee by this Agreement. Specifically, but without limiting the generality of the foregoing, (i) Grantor shall not undertake or allow any digging, tunneling or other form of construction activity in the Property which would disturb or damage or make attachments to the Transmission Facilities, unearth, obstruct or interfere with the operation and use of the Transmission Facilities or endanger the lateral support to the Easement Area or Transmission Facilities, and (ii) Grantor shall not grant other persons easement rights in the Property or other property owned by Grantor if such easement rights shall in any way interfere with the easement rights granted Grantee under this Agreement.

9. Indemnity. Grantee shall, at all times, save and hold harmless and indemnify Grantor, its officers, partners, agents, contractors and employees, from and against all losses, damages, expenses, claims, demands, suits and actions for personal injuries, and damage to the Property outside the Easement Area, to the extent caused by the negligence or willful misconduct of Grantee, its officers, partners, agents, contractors and employees. Grantor shall, at all times, save and hold harmless and indemnify Grantor, its officers, partners, agents, contractors and employees, from and against all losses, damages, expenses, claims, demands, suits and actions for personal injuries and property damage within the Property, to the extent caused by the negligence or willful misconduct of Grantor, its officers, partners, agents, contractors and employees.

10. Quiet Enjoyment. Grantor represents and warrants to Grantee that Grantor has good title to the Property and the Easement Area and warrants title to and quiet enjoyment of the Transmission Easement and the Easement Area by Grantee and Grantee's members, managers, agents, licensees, contractors, subcontractors, lessees, sublessees, mortgagees, successors, and assigns against the lawful claims and demands of all persons whomsoever. Grantor shall cooperate with Grantee to obtain a non-disturbance agreement or other appropriate agreement from any party that holds a lien, mortgage or deed of trust (collectively, "Liens") affecting the Property. A non-disturbance or other agreement is an agreement between Grantee and Grantee's successor and assigns and a holder of a Lien which provides that the holder of the Lien subordinates its rights under the Lien and shall not disturb or interfere with any of the rights or benefits granted under this Agreement or terminate or extinguish this Agreement. Grantor agrees to satisfy and pay when due all obligations under any Lien affecting the Property including

any taxes and assessments. If Grantor fails to satisfy and pay when due all obligations under any such Lien, Grantee shall be entitled (but not obligated) to make payments in fulfillment of Grantor's obligations to the holder of the Lien and may offset the amount of such payments from amounts due Grantor under this Agreement or seek reimbursement from Grantor, which amounts Grantor agrees to promptly pay upon written demand.

11. Financing.

(a) Right to Encumber. Grantee may, at any time and without the consent of Grantor, grant to any person or entity (herein, together with that person's or entity's successors and assigns, a "Lender") one or more liens, security interests or collateral assignments in all or any part of Grantee's easement interests under this Agreement (a "Mortgage"). In the event any such Mortgage is granted, the Lender thereunder shall, for so long as its Mortgage remains in effect, be entitled to the protections described in the following provisions of this Section 11, upon delivery to Grantor of written notice of its name and address.

(b) Consent to Modification, Termination or Surrender. So long as any Mortgage remains in effect and Grantor has received prior written notice of such Mortgage, this Agreement shall not be modified, and Grantor shall not accept a surrender of any of the Easement Area or a termination or release of this Agreement, without the prior consent of all Lenders.

(c) Lender Rights. Lenders shall have the absolute right to do any act or thing required to be performed by Grantee under this Agreement, and any such act or thing performed by a Lender shall be as effective as if done by Grantee itself. Following acquisition of Grantee's easement interest hereunder by the Lender or its assignee or designee as a result of foreclosure of Grantee's easement interest or assignment of Grantee's easement interest in lieu of foreclosure, or by a purchaser of Grantee's easement interest at a foreclosure sale, this Agreement shall continue in full force and effect and the Lender or other party acquiring title to the easement estate shall, as promptly as reasonably possible, commence the cure of any defaults hereunder and thereafter diligently process such cure to completion; provided, however, the Lender or other party acquiring title to the easement estate shall not be required to cure those defaults which are not reasonably susceptible of being cured or performed by such party ("Non-curable Defaults"). Non-curable Defaults shall be deemed waived by Grantor as to any party acquiring title to the easement estate upon completion of foreclosure proceedings or acquisition of Grantee's interest in this Agreement by such party. Upon the subsequent sale or other transfer by the Lender or other acquiring party of the easement interests acquired pursuant to foreclosure or assignment in lieu of foreclosure, the Lender or other acquiring party shall have no further duties or obligations hereunder arising after the effective date of such subsequent sale or other transfer. Neither the bankruptcy nor the insolvency of Grantee shall be grounds for terminating this Agreement.

(d) New Agreement. Without limiting the other provisions of this Agreement, if this Agreement is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding or this Agreement is terminated as a result of any default, foreclosure or assignment in lieu of foreclosure, or bankruptcy, insolvency or appointment of a receiver in bankruptcy, and within one hundred twenty (120) days after such rejection or termination Grantee or any Lender shall have arranged to the reasonable satisfaction of Grantor for the cure of all defaults that are not Non-curable Defaults (including the payment of all fees or other charges due and payable by

Grantee as of the date of such rejection or termination) (the "120-Day Cure Period"), then Grantor shall execute and deliver to Grantee or such Lender (or its designee), as the case may be, a new easement agreement for the Easement Area which (i) shall be for a term coterminous with the original term of this Agreement (subject only to any termination rights expressly set forth in this Agreement), (ii) shall contain the same covenants, agreements, terms, provisions and limitations as this Agreement (except for any requirements that have been fulfilled by Grantee prior to rejection or termination of this Agreement and any Non-curable Defaults), (iii) shall enjoy the same priority as this Agreement over any lien, encumbrance or other interest created by Grantor, and (iv) shall include that portion of the Property in which Grantee had an easement interest pursuant to the terms of this Agreement on the date of rejection or termination. The provisions of this section shall survive the termination or rejection of this Agreement and shall continue in effect thereafter and, from the effective date of termination to the date of execution and delivery of such new agreement, such Lender (or its designee) obtaining the new agreement may use and enjoy said Easement Area, subject to the terms and conditions of this Agreement, provided that all of the conditions for a new agreement as set forth in this section are complied with. No payment made to Grantor by any Lender shall constitute an agreement that such payment was, in fact, due under the terms of this Agreement or a waiver of the Lender's rights with respect to any wrongful, improper or mistaken notice or demand with respect to such payment.

(c) Estoppel Certificates. Grantor, within thirty (30) days of receipt of Grantee's or Lender's written request, shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request, including that no default then exists under this Agreement, if such be the case) as Grantee or any Lender may reasonably request from time to time. Grantor shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Grantee or any Lender for the purpose of implementing the terms and conditions contained in this Agreement or of preserving a Lender's security interest, at no out-of-pocket cost to Grantor and which does not materially increase the obligations of Grantor hereunder.

12. Notices. All notices (including any Notice of Exercise), demands or other communications required or permitted to be given hereunder shall be in writing and shall be deemed given when (a) personally delivered or (b), in lieu of such personal service, five (5) business days after deposit in the U.S. mail, first-class, postage prepaid and certified, or (c) the next business day if sent by reputable domestic overnight courier, provided receipt is obtained and charges prepaid by the delivering Party. Any notice shall be addressed as follows:

If to Grantor:

Southern Utah Solar Property III,
LLC
Attn: Russell Reber
1293 North Ridgeway Dr.
Cedar City, UT 84721

If to Grantee:

Appaloosa Solar I, LLC
Attn: Luigi Resta
201 S. Main Street, Suite 2100
Salt Lake City, UT 84111

With a copy to:

Grant Morris Dodds
Attn: David Grant, Esq.
415 N. Main St., Suite 102-A
Cedar City, UT 84721

With copy to:

rPlus Energies, LLC
Attn: Legal Department
201 S. Main Street, Suite 2100
Salt Lake City, UT 84111

Any Party may change its address for purposes of this Section 12 by giving written notice of such change to the other Parties in the manner provided in this Section 12.

13. Legal Matters.

(a) This Agreement shall be construed and enforced in accordance with the laws of the State of Utah, excluding the choice of law provisions thereof.

(b) 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. No waiver by a Party of any provision of this Agreement shall be deemed to be a waiver of any other provision hereof. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. The terms "include", "includes" and "including", as used herein, are without limitation. Captions and headings used herein are for convenience of reference only and do not define, limit or otherwise affect the scope, meaning or intent hereof. The term "hereof" or "herein" means the entirety of this Agreement unless otherwise indicated.

(c) To the fullest extent permitted by law, each of the Parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each Party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

(d) **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF GRANTOR AND GRANTEE HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, INDIRECT AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT (BUT THIS SHALL NOT LIMIT THE INDEMNITIES OF THE PARTIES CONTAINED IN THIS AGREEMENT WITH RESPECT TO THIRD PARTY CLAIMS).**

14. Severability. If any terms or provision of this Agreement are deemed to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement.

16. Integration; No Merger; Amendment. This Agreement, when executed, approved and delivered, together with all exhibits attached hereto, shall constitute the entire agreement between the Parties with respect to the subject matter hereof, and there are no other representations or agreements, oral or written, with respect to the subject matter hereof, except as expressly set forth herein. This Agreement and the Transmission Easement and other rights and interests granted herein shall not merge with, and shall be independent of, any other rights which have been or may hereafter be granted to Grantee under separate instruments, including, but not limited to, any renewable energy ground lease agreement. This Agreement may not be amended or modified except by a written agreement signed by the Parties hereto.

17. Further Assurances. Each Party agrees that it will without further consideration execute and deliver such other documents and take such other action as may be reasonably requested by the other Party to consummate more effectively the purposes or subject matter of this Agreement. The Parties acknowledge and agree that the provisions of this Section and Section 18 shall survive the execution and recording of this Agreement, and the Grantee may seek specific performance of said Sections, together with such other legal and equitable remedies as may be provided by law.

18. Inaccuracy of Legal Descriptions or Ownership. In the event of any inaccuracy in the description of the Property described in the Deed, or of the Easement Area in Exhibit A attached hereto, respectively, or in the description of the parties in whom title to the Property is vested, Grantor and Grantee shall amend this Agreement to correct such inaccuracy in order to accomplish the intent of Grantor and Grantee.

19. Remedies. In addition to any remedies expressly set forth in this Agreement, Grantor and Grantee shall be entitled to all remedies available in law or in equity and any court enforcing the rights and duties granted in this Agreement shall have the power (insofar as that power may be granted by contract) to issue restraining orders or injunctions as necessary to enforce the provisions of this Agreement; provided, however, that neither this Agreement nor the rights of Grantee granted hereunder shall be terminated under any circumstances.

20. Recording. Grantor and Grantee agree that this Agreement shall be recorded in the official real property records in and for Iron County, Utah.

[signature pages follow]

IN WITNESS WHEREOF, and intending to be legally bound hereby, Grantor and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives on the date set forth below the respective signatures of Grantor and Grantee, effective as of the Effective Date.

GRANTOR:

**SOUTHERN UTAH SOLAR PROPERTY III,
LLC, a Utah limited liability company**

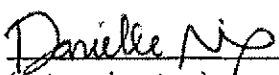
By: 
Name: Russell Reber
Title: Manager

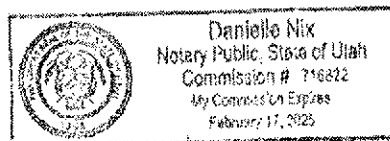
ACKNOWLEDGMENT

State of Utah)
County of Iron)

On this 20th day of May, in the year 2022, before me the undersigned Notary Public in and for said State, personally appeared Russell Reber, known or identified to me to be the Manager of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


(notary signature)
Residing at: Ledar City, UT
My commission expires: 2-17-25



[Signature Page to Transmission and Access Easement Agreement]

IN WITNESS WHEREOF, and intending to be legally bound hereby, Grantor and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives on the date set forth below the respective signatures of Grantor and Grantee, effective as of the Effective Date.

GRANTEE:

Acknowledged and Agreed

APPALOOSA SOLAR I, LLC,
a Utah limited liability company

By rPlus Energies, LLC, its sole member

By KC Gardner Company, L.C., Manager


By: 
Name: Christian K. Gardner
Title: Manager

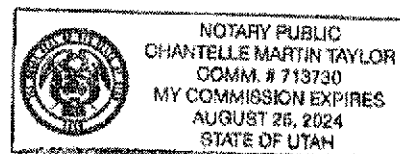
ACKNOWLEDGMENT

State of Utah)
County of Salt Lake)

On this 23rd day of May, in the year 2022, before me the undersigned Notary Public in and for said State, personally appeared Christian K. Gardner, known or identified to me to be the manager of the manager of the sole member of the limited liability company that executed the instrument and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


(notary signature)
Residing at: Lake UT water county
My commission expires: 08-25-2024



[Signature Page to Transmission and Access Easement Agreement]

EXHIBIT A

DESCRIPTION OF EASEMENT AREA

A strip of land in Iron County, Utah described as follows:

BEGINNING AT A POINT NORTH 00°00'11" EAST ALONG THE SECTION LINE 408.70 FEET FROM WEST QUARTER CORNER OF SECTION 25, TOWNSHIP 34 SOUTH, RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE NORTH 00°00'11" EAST ALONG SAID SECTION LINE 181.11 FEET; THENCE LEAVING SAID SECTION LINE RUNNING THENCE NORTH 55°55'11" EAST, 60.37 FEET; RUNNING SOUTH 00°00'11" WEST PARALLEL TO SAID SECTION LINE 181.11 FEET ;THENCE SOUTH 55°55'11" WEST, 60.37 FEET TO THE POINT OF BEGINNING. CONTAINING 0.21 ACRES.

A.P.N. E-0064-0014-0000

Grantor acknowledges and agrees that Grantee shall have the right to locate and construct the Transmission Facilities anywhere within the above-described strip of land, in its sole discretion, which location, Grantor acknowledges and agrees, may take into account soil and geological conditions, impediments created by the terrain or topography and any other conditions affecting the feasibility or cost of the construction or the efficient operation and use of the Transmission Facilities.

[Exhibit A to Transmission and Access Easement Agreement]