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*(Space above reserved for Recorder of Deeds certification)*

1. *Title of Document:* **Memorandum of Lease and Easement Agreement**
  2. *Date of Document:* August 12, 2022
  3. *Lessor(s):* Murphy-Brown, LLC
  4. *Lessee(s):* **RWE Renewables Development, LLC, a Delaware limited liability company**
  5. *Lessee(s) address:* Attn: Legal Department, 701 Brazos Street, Suite 1400, Austin, TX 78701
  6. *Project:* Iron County, UT
  7. *Legal Description of Property Subject to Lease:* **See Exhibit "A"**
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## MEMORANDUM OF LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF LEASE AND EASEMENT AGREEMENT ("Memorandum") executed effective as of the 2<sup>nd</sup> day of December, 2022, by and between Murphy-Brown, LLC, a Delaware Limited Liability Company, as owner ("Owner" or "Lessor"), and RWE Renewables Development, LLC, a Delaware limited liability company ("Tenant" or "Lessee"). Owner and Tenant may hereafter be referred to as, together, the "Parties" and each, a "Party".

### Recitals

A. The Parties have entered into a Lease and Easement Agreement, dated December 12, 2022 (as it may be amended or amended and restated from time to time, the "Lease and Easement Agreement").

B. Under the Lease and Easement Agreement, Owner leases and grants to Tenant certain interests in the land more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property").

C. The Parties desire to enter into and record this Memorandum in order that third parties may have notice of the interests of the Tenant in the Property and adjacent real property owned by Owner resulting from the Lease and Easement Agreement. Capitalized terms used and not defined herein have the meaning given the same in the Lease and Easement Agreement.

### Agreements

NOW, THEREFORE, in consideration of the rents and covenants provided in the Lease and Easement Agreement to be paid and performed by Tenant, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Tenant hereby agree as follows:

1. Lease. Owner has leased the Property to Tenant (the "Lease") on the terms and provisions set forth in the Lease and Easement Agreement. The Lease is for the use of the Property for wind energy purposes, and also provides that Tenant shall have the exclusive right to use the Property for wind energy purposes. The phrase "wind energy purposes" includes but is not limited to converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with the following activities related thereto: (i) determining the feasibility of wind energy conversion on the Property, including studies of wind speed, wind direction and other meteorological data and extracting soil samples, and all other testing, studies or sampling desired by Tenant; (ii) developing, constructing, installing, using, replacing, relocating, controlling, using and removing from time to time, and maintaining and operating wind

Generating Units, Transmission Facilities, electric transformers, energy storage facilities, telecommunications equipment related to Generating Units, roads, meteorological towers, LIDAR and/or SODAR units and other wind measurement equipment, foundations, pads, footings, communication cables and/or networks, lay-down and staging areas, crane pads, maintenance, administrative, operations and storage buildings, reasonable signage and all related or ancillary improvements and equipment (collectively, the “**Windpower Facilities**”); and (iii) undertaking any other activities, whether accomplished by Tenant or a third party authorized by Tenant, that Tenant reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing, including the right to erect, construct, reconstruct, replace, relocate, remove, control, maintain and use the Windpower Facilities.

2. Grant of Easements. Owner has also granted (or shall grant) to Tenant those certain Easements (as defined in the Lease and Easement Agreement) to use and enjoy the Property and adjacent real property owned by Owner on the terms and conditions set forth in the Lease and Easement Agreement, including but not limited to the following: (i) the Transmission Easement; (ii) the Access Easement; (iii) the Overhang Easement; (iv) the Other Easement; (v) the Non-Obstruction Easement; (vi) the Clearance Easement; and (vii) certain other easements and rights to use and enjoy the Property and adjacent real property owned by Owner on the terms and conditions set forth in the Lease and Easement Agreement, all as more particularly set forth in the Lease and Easement Agreement. Further, and except as specifically provided for in the Lease and Easement Agreement, Owner agrees not to plant trees or construct buildings or other improvements on the Property that will exceed a height of forty (40) feet from the surface of the Property, or engage in any other activity on the Property or elsewhere, that might reasonably be expected to cause a decrease in the output or efficiency of any Generating Units. Tenant shall have the right to remove any facilities that interfere with the Windpower Facilities as reasonably determined by Tenant.

3. Term.

(a) The Development Term shall commence on the Effective Date and continue until the earlier of (i) the Generation Commencement Date or (ii) December 31, 2027; *provided, however*, if Project Commencement occurs before December 31, 2027, then the Development Term shall continue until the earlier of (i) the Generation Commencement Date or (ii) December 31, 2029.

(b) The Operations Term, if it occurs, shall automatically commence on the earlier of (i) the Generation Commencement Date or (ii) upon the expiration of the Development Term and continue until the end of the thirtieth (30<sup>th</sup>) full calendar year occurring thereafter. Tenant, at its sole discretion and so long as it is not in default hereunder, may extend the Operations Term by ten (10) years by providing written notice to Owner on or before the end of the twenty-eighth (28<sup>th</sup>) year. If Tenant provides such notice, the Operations Term shall automatically be extended and continue until the end of the fortieth (40<sup>th</sup>) year.

4. Rights of Lenders. Tenant may, at any time and from time to time, conditionally or unconditionally, without obtaining the consent of Owner, hypothecate, mortgage, grant,

collaterally assign or pledge all or any portion of Tenant's right, title or interest under the Lease and Easement Agreement in the Easements and/or in any Windpower Facilities to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation relating in whole or in part to Windpower Facilities or Operations. Pursuant to the Lease and Easement Agreement, any Lender of Tenant or Tenant's successor or assign is deemed a third-party beneficiary under the Lease and Easement Agreement, has certain rights regarding notice and right to cure any Event of Default of Tenant under the Lease and Easement Agreement, and the right to take possession of Tenant's interest in the Property under certain circumstances, has the right to perform Tenant's obligations in certain circumstances, has the right to acquire the leasehold estate by foreclosure, as well as other rights as set forth in the Lease and Easement Agreement.

5. Assignment. Tenant's rights and obligations under the Lease and Easement Agreement, including but not limited to all or a portion of Tenant's interest in the Agreement, the Easements or the Windpower Facilities or the Property, shall be assignable without any additional consent from Owner as provided in the Lease and Easement Agreement. This shall include the right of Tenant to grant co-leases or co-easements (including, without limitation, co-tenancy interests), separate leases, subleases, easements, licenses or similar rights to Tenant's interest in the Agreement, the Easements or the Windpower Facilities.

6. Non-Interference and Setbacks.

(a) For so long as the Lease and Easement Agreement is in effect, neither Owner nor any other person or entity that has obtained rights after the Effective Date either from Owner or any party claiming, directly or indirectly, under Owner, shall interfere with the wind speed or wind direction or the Windpower Facilities on the Property or any lands owned by Owner in the vicinity of the Property on which Tenant or any Affiliate thereof owns, leases, operates or maintains Generating Units, and Owner shall not plant trees or construct buildings or other improvements on the Property that will exceed a height of forty (40) feet from the surface of the Property, or engage in any other activity on the Property or elsewhere, that might reasonably be expected to cause a decrease in the output or efficiency of any Generating Units without the Tenant's prior written consent. Tenant shall have the right to remove any facilities that interfere with the Windpower Facilities as reasonably determined by Tenant. The obligations and restrictions described in this Section are sometimes collectively referred to herein as the "Non-Obstruction Easement."

(b) To the extent that (i) Owner now or in the future owns or leases any land directly adjacent to the Property, or (ii) Tenant or any Affiliate thereof owns, leases or holds an easement over land directly adjacent to the Property and has installed or constructed or desires to install or construct any Windpower Facilities on said land at and/or near the common boundary between the Property and said land, Owner hereby waives any and all setbacks and setback requirements, whether imposed by law or by any person or entity, including any setback requirements described in any applicable zoning ordinance or in any governmental entitlement or permit heretofore or hereafter issued to Tenant or such Affiliate and including setbacks otherwise necessary for compliance with state and local noise regulations. Further, if so requested by Tenant or any such Affiliate, Owner shall promptly, without demanding additional consideration thereof, execute, and

if appropriate cause to be acknowledged and recorded, any setback waiver, setback elimination or other document or instrument required by any governmental authority or that Tenant or such Affiliate deems necessary or convenient to the obtaining of any entitlement or permit.

7. Subordination. The Lease and Easement Agreement provides that from and after its effective date, any right, title or interest created by Owner in favor of or granted to any third party shall be subject to (i) the Lease and Easement Agreement and all of Tenant's rights, title and interests created thereby, (ii) any lien of any lender of Tenant's then in existence on the leasehold estate created by the Lease and Easement Agreement, and (iii) Tenant's right to create a lien in favor of any lender of Tenant's. Subject to the rights of Tenant under the Lease and Easement Agreement, Owner hereby reserves the right to use the Property for any purposes that do not interfere with the Tenant's use of the Property for wind energy purposes (as defined in the Lease and Easement Agreement) including, without limitation, mineral, oil and gas production, or any other use which is necessary and incidental thereto; ranching, farming and agricultural uses, the grazing of livestock, or any other use which is necessary and incidental to ranching and other agricultural activities; cutting timber; drilling and development of water and other surface minerals for commercial or private use; and hunting, fishing and other recreational activities, and to lease the Property to other persons and entities for such purposes, and any income derived by Owner from such use or leasing shall belong entirely to Owner; however, any such leases hereafter executed shall expressly provide that they are subject and subordinate in all respects to (i) the Lease and Easement Agreement and the rights of Tenant herein; (ii) any lien of any lender of Tenant's then in existence on the leasehold estate created by the Lease and Easement Agreement; and (iii) Tenant's right to create a lien in favor of any lender of Tenant (and Owner acknowledges and agrees that such leases shall be so subordinate whether or not they so provide).

8. Effect. All of the terms, conditions, provisions and covenants of the Lease and Easement Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein. This Memorandum has been prepared for the purpose of recordation and notice only, and shall not alter, expand or amend the Lease and Easement Agreement in any way. Should there be any inconsistency between the terms of this Memorandum and the Lease and Easement Agreement, the terms of the Lease and Easement Agreement shall prevail.

9. Other Provisions. Owner shall have no ownership or other interest in any Windpower Facilities installed by Tenant on the Property, and Tenant may remove any or all Windpower Facilities at any time or from time to time.

10. Binding on Successors and Assigns. The Property shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth in the Lease and Easement Agreement, which covenants, terms and provisions shall run with the Property and shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective lessees, heirs, executors, administrators, successors and assigns.

11. Counterparts. 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.

[Signature Pages to Follow]



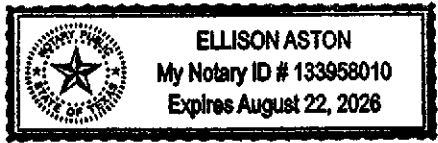
**TENANT:**

**RWE Renewables Development, LLC,**  
a Delaware limited liability company

By: *Sean Logsdon*  
Name: Sean Logsdon  
Title: Vice President

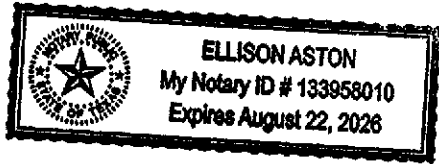
STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS      §

The foregoing instrument was acknowledged before me on the 1<sup>ST</sup> day of DECEMBER, 2022, by Sean Logsdon, Vice President of RWE Renewables Development, LLC, a Delaware limited liability company, on behalf of RWE Renewables Development, LLC.



*Ellison Aston*  
Notary Public, State of Texas  
*[place seal directly below]*

My Commission Expires: 8/22/26





**Exhibit A**  
to  
**Memorandum of Lease and Easement Agreement**

**Description of Property**

The following land located in **Iron County, Utah**:

**Tract 1:** The Northwest Quarter of the Southwest Quarter of Section 9, Township 31 South, Range 12 West, SLB&M, located in Iron County, Utah. Containing 40 acres, more or less. [E-0013-0000-0000]

**Tract 2:** The Southeast Quarter; The East half of the Southwest Quarter; and the Northwest Quarter of the Southwest Quarter of Section 17, Township 31 South, Range 12 West, SLB&M, located in Iron County, Utah. Excepting there from: Beginning at the Southeast corner of the Northeast Quarter of the Southwest Quarter of said Section; thence West 521.375 feet; thence North 1043.55 feet; thence East 1043.55 feet; thence South 1043.55 feet; thence West 521.375 feet to the point of beginning. Containing 535 acres, more or less. [E-0018-0000-0000]

**Tract 3:** The East Half of the Northwest Quarter; the Southwest quarter of the Northwest quarter; and the Southwest quarter of Section 20, Township 31 South, Range 12 West, SLB&M, located in Iron County, Utah. Containing 280 acres, more or less. [E-0018-000-000]

**Tract 4:** The Northeast quarter and the Southeast quarter of Section 20, Township 31 South, Range 12 West, SLB&M, located in Iron County, Utah. Containing 320 acres, more or less. [E-0021-0000-0000]

**Tract 5:** The Southwest quarter of Section 30, Township 31 South, Range 12 West, SLB&M, located in Iron County, Utah. Subject to a right of way and easement granted to UNEV Pipeline, LLC. Containing 167 acres, more or less. Excepting therefrom: Beginning at the Southeast corner of the Southwest quarter of said section; thence North 1043.55 feet; thence West 1043.55 feet; thence South 1043.55 feet; thence East 1043.55 feet to the point of beginning. [E-0022-0001-0000]

**Tract 6:** The South 69 acres of the Southeast quarter of Section 30, Township 31 South, Range 12 West, SLB&M, located in Iron County, Utah. [E-0022-0001-0000]

**Tract 7:** Lots 5, 6, 11, and 12 in Section 4 and Lots 7, 8, 9, and 10 in Section 5, Township 31 South Range 13 West, SLB&M, located in Iron County, Utah. Containing 310 acres, more or less. Excepting therefrom: Beginning at the West quarter corner of Section 4, Township 31 South, Range 13 West, SLB&M and running thence South 89 deg. 57' 49" East along the quarter section line 660 feet; thence North 00 deg. 07' 45" West 660 feet; thence North 89 deg. 57' 49" West 660 feet; thence South 00 deg. 07' 45" East along the Section line 660 feet to the point of beginning. [E-0420-0000-0000]

**Tract 8:** Lots 3,4,5,6,7,8,9,10,11,12,13,14 and the East half of the Southwest quarter; and the Southeast quarter of Section 6, Township 31 South, Range 13 West, SLB&M, located in Iron County, Utah. Containing 687.43 acres, more or less. Excepting therefrom: Beginning at point South 89 deg. 58' 17" West along the quarter section line 983 feet from the East quarter corner of Section 6, Township 31 South, Range 13 West, SLB&M and running thence South 00 deg. 01' 43" East 367 feet; thence South 89 deg. 58' 17" West 660 feet; thence North 00 deg. 01' 43" West 660 feet; thence North 89 deg. 58' 17" West 660 feet; thence South 89 deg. 01' 43" East 293 feet to the point of beginning. [E-0422-0000-0000]

**Tract 9:** All of Section 7, Less 9 acres for roads; all of Section 30, less 12 acres of Railroad right-of-way; the East half of Section 18, less 3 acres for roads; all of Section 19, less the North 1500.64 feet of the Northwest quarter; the West half of Section 20; and the West half of the Northwest quarter; and the Northeast quarter of the Northwest quarter of Section 29, Township 31 South, Range 13 West, SLB&M, less railroad right of way, located in Iron County, Utah. The combination of these parcels is 2818.39 acres, more or less. Excepting therefrom: Beginning at a point North 00 deg.04' 42" West along the Section line 1283 feet from the East quarter corner of Section 18, Township 31 South, Range 13 West, SLB&M and running thence South 89 deg. 55' 18" West 660 feet; thence North 00 deg. 04' 42" West 660 feet; thence North 89 deg. 55' 18" East 660 feet to the section line; thence South 00 deg. 04' 42" East along the Section line 660 feet to the point of beginning. [E-0425-0426-0427; E-0443-0444-0000; E-0445-0446-0000; E-0463-04640000; C-0430-0460-0447; E-0462-0001-0000]

**Tract 10:** The East half of Section 10, Township 31 South, Range 13 West, SLB&M, located in Iron County, Utah. Containing 320 acres, more or less. [E-0430-0460-0447]

**Tract 11:** All of Section 25, Township 31 South, Range 13 West, SLB&M, located in Iron County, Utah. Containing 640 acres, more or less. [E-0456-0000-0000]

**Tract 12:** The Northeast quarter; and the Southeast quarter of Section 26, Township 31 South, Range 13 West, SLB&M, located in Iron County, Utah. Containing 320 acres, more or less. [E-0457-0001-0000]

**Tract 13:** The Northeast Quarter of the Northeast Quarter of Section 27, Township 31 South, Range 13 West, SLB&M, located in Iron County, Utah. Containing 40 acres, more or less. [E-0430-0460-0447]

**Tract 14:** The Northeast quarter; and the Southeast quarter of Section 35, Township 31 South, Range 13 West, SLB&M, located in Iron County, Utah. Containing 320 acres, more or less. [M-0475-0000-0001]

**Tract 15:** All of Section 1, Township 31 South, Range 14 West, SLB&M, located in Iron County, Utah, containing 887.92 acres, more or less. [E-0689-0689-0001]

**Tract 16:** All of Section 25, Township 31 South, Range 14 West, SLB&M, located in Iron County, Utah. Containing 640 acres, more or less. [E-0694-0001-695]

**Tract 17:** The Northeast quarter; and the Southeast quarter of Section 7, Township 32 South, Range 12 West, SLB&M, located in Iron County, Utah. Containing 320 acres, more or less. [E-0030-0000-0000]

**Tract 18:** The South half of the Northeast quarter of the Southwest quarter of Section 1, Township 32 South, Range 13 West, SLB&M, located in Iron County, Utah. Containing 20 acres, more or less. [E-0476-0002-0000]

**Tract 19:** The South half of the Southwest quarter; the Northwest quarter of the Southwest quarter of Section 1, Township 32 South, Range 13 West, SLB&M, located in Iron County, Utah. Containing 120 acres, more or less. [E-0476-0000-0000]

**Tract 20:** The Northeast quarter; and the Southeast quarter of Section 2, Township 32 South, Range 13 West, SLB&M, located in Iron County, Utah. Containing 320 acres, more or less. [E-0480-0001-0000]

**Tract 21:** The Southeast quarter of Section 11, Township 32 South, Range 13 West, SLB&M, located in Iron County, Utah. Containing 160 acres, more or less. [E-0497-0001-0000]

**Tract 22:** The Northwest quarter and the Southwest quarter of Section 13, Township 32 South, Range 13 West, SLB&M, located in Iron County, Utah. Containing 320 acres, more or less. [E-0500-0000-0000]

The following parcels located in **Beaver County, Utah**:

**Tract 23:** The West half of Section 22, Township 30 South, Range 13 West, SLB&M, located in Beaver County, Utah. Containing 320 acres, more or less. [2850]

**Tract 24:** All of Section 23, Township 30 South, Range 13 West, SLB&M, located in Beaver County, Utah. Containing 630 acres more or less. Excepting therefrom; Beginning at the South quarter corner of Section 23, Township 30 South, Range 13 West, SLB&M and running thence North 00 deg. 03' 13" West along the quarter Section line 660 feet ; thence South 89 deg. 52' 40" West 660 feet; thence South 00 deg. 03' 13" East 660 feet; thence North 89 deg. 52' 40" East along the Section line 660 feet to the point of beginning. [2851]

**Tract 25:** The West half and the Southeast quarter of Section 24, Township 30 South, Range 13 West, SLB&M, located in Beaver County, Utah. Containing 480 acres, more or less. [2852]

**Tract 26:** All of Section 25, Township 30 South, Range 13 West, SLB&M, located in Beaver County, Utah. Containing 630 acres, more or less. Excepting therefrom beginning at the North quarter corner of Section 25, Township 30 South, Range 13 West, SLB&M and running thence South 00 deg. 04' 36" East along the quarter section line 660 feet; thence North 89 deg 56' 53" East 660 feet; thence North 00deg. 04' 36" West 660 feet; thence South 89 deg. 56' 23" West along the section line 660 feet to the point of beginning. [2853]

**Tract 27:** The North half of Section 26, Township 30 South, Range 13 West, SLB&M, located in Beaver County, Utah. Containing 320 acres, more or less. [2854]

**Tract 28:** The North half of Section 27, Township 30 South, Range 13 West, SLB&M, located in Beaver County, Utah. Containing 320 acres, more or less. [2854]

**Tract 29:** The North half of the Southeast quarter; the South half of the Southwest quarter; the Southeast quarter of the Southeast quarter; the East half of the Southwest quarter of the Southeast quarter and the East 60 rods of the Northeast quarter of the Southwest quarter of Section 27, Township 30 South, Range 13 West, SLB&M, located in Beaver County, Utah. Containing 250 acres, more or less. [2857]

**Tract 30:** The Northwest quarter of the Southwest quarter; and the West half of the West half of the Northeast quarter of the Southwest quarter of Section 27, Township 30 South, Range 13 West, SLB&M, located in Beaver County, Utah. Containing 50 acres, more or less. [2856]

**Tract 31:** The West half of the Southwest quarter of the Southeast quarter of Section 27, Township 30 South, Range 13 West, SLB&M, located in Beaver County, Utah. Containing 20 acres, more or less. [2858]

**Tract 32:** All of Section 33, Township 30 South, Range 13 West, SLB&M, located in Beaver County, Utah. Containing 630 acres, more or less. Excepting therefrom: Beginning at a point North 89 deg. 57' 59" East along the section line 300 feet from the North quarter corner of Section 33, Township 30 South, Range 13 West, SLB&M and running thence South 00 deg. 02' 01" East 660 feet; thence North 89 deg. 57' 59" East 660 feet; thence North 00 deg 02' 01" West 660 feet; thence South 89 deg. 57' 59" West along the Section line 660 feet to the point of beginning. [2863]

**Tract 33:** The West half of Section 34, Township 30 South, Range 13 West, SLB&M, located in Beaver County, Utah. Containing 320 acres, more or less. Being all of Owner's real property in each Section of said Township referenced above. [2864]

Total Acres: 13,624.74 acres, more or less.

## **Exhibit E**

### **Biosecurity Protocols**

1. Tenant shall not allow any of its Workers or equipment on the Closed Areas within the Property if such Worker(s) or equipment have come in contact within the previous four (4) nights with any swine or swine waste that did not originate from the Owner's farm or any other non-swine herd (beef, poultry etc.) or non-swine waste. The terms "swine" and "swine waste" shall include, for the purposes of illustration and not as limitation, any pig carcasses, tissues, manure, waste, discharge, or any other substance capable of transmitting disease or carrying disease from any swine that are not owned by Owner.
2. The Worker(s) will be required to abide by related rules promulgated by Owner and inform the Tenant's representative immediately if they have had contact with swine or swine waste or any other non-swine herd (beef, poultry etc.) or non-swine waste, other than as permitted above, and any clean-up thereafter. Such Worker(s) shall not be allowed onto the Closed Areas within the Property until approved in writing by Owner.
3. Tenant's representatives shall have a personal knowledge of or inquire of the history of all equipment to be brought onto the Closed Areas of the Property (e.g. cranes, forklifts, etc.), and shall not allow any equipment on the Closed Areas of the Property that has had contact with swine or swine waste or non-swine or non-swine waste, except as expressly permitted herein, without prior written approval from Owner.
4. If Tenant discovers any violation of paragraph (1) or (2) above, Tenant shall immediately remove the violating Worker(s) and equipment from the Closed Areas of the Property and notify Owner within two (2) hours of Tenant's discovery of the same.