



**Recording Requested by,
and after recording return to:**
Schnebly Coulee Solar Energy LLC
c/o Invenergy LLC
One South Wacker Drive
Suite 1800
Chicago, Illinois 60606
ATTN: Land Administration

REVIEWED
03/13/2024

KITTTAS COUNTY TREASURER
BY: Kristen Washington

Legal Description: As described in Exhibit A

Tax Parcel Numbers: 17-21-19020-0002, 17-21-20030-0001, 080833, 290833,
17-21-17000-0001, and 17-21-08040-0003 050833, and 870833

Space Above this Line for Recorder's Use Only

MEMORANDUM OF TRANSMISSION EASEMENT AGREEMENT

THIS MEMORANDUM OF TRANSMISSION EASEMENT AGREEMENT (this "Memorandum"), is made, dated and effective as of November 3, 2023 (the "Effective Date"), by and between Poison Springs, L.L.C., a Washington limited liability company (together with its successors, assigns and heirs, "Owner"), whose address is PO Box 1015 Kittitas, WA 98934 and Schnebly Coulee Solar Energy LLC, a Delaware limited liability company (together with its transferees, successors and assigns, "Grantee"), whose address is One South Wacker Drive, Suite 1800, Chicago, IL 60606, with regards to the following:

1. Owner and Grantee did enter into that certain Transmission Easement Agreement of even date herewith (the "Agreement"), which affects the real property located in Kittitas County, Washington, as more particularly described in Exhibit A attached hereto (the "Premises"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.
2. The Agreement grants Grantee, among other things, the right to install electrical transmission facilities (and related infrastructure and appurtenances) on the Owner's Premises and third party use restrictions. Owner also irrevocably waived, to the extent permitted by law, enforcement of any applicable setback requirements.
3. The Agreement shall be for an initial term of five (5) years, followed by an operations term of twenty-five (25) years and one extended term of twenty-five (25) years if the terms and conditions of the Agreement are met.
4. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Grantee executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Grantee's rights thereunder. The terms, conditions and covenants of the Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum shall not, in any manner or form whatsoever, alter, modify or vary the terms, covenants and conditions of the Agreement.

5. Except as otherwise set forth in the Agreement, Owner shall have no ownership, lien, security or other interest in any electrical transmission facilities (and related infrastructure and appurtenances) installed on the Premises, or any profits derived therefrom, and Grantee may remove any or all electrical transmission facilities (and related infrastructure and appurtenances) at any time.

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

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

[SIGNATURE AND ACKNOWLEDGMENT PAGES TO FOLLOW]

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

OWNER:

Poison Springs, L.L.C.
a Washington limited liability company

By: [Signature]
Name: Judy A. Webb
Title: Member

By: [Signature]
Name: Peggy J. Tehan
Title: MEMBER

By: [Signature]
Name: MaryBeth Kahn
Title: member

GRANTEE:

Schnebly Coulee Solar Energy LLC,
a Delaware limited liability company

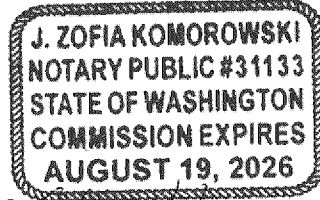
By: [Signature]
Name: Laura Miner
Title: Authorized Signatory

ACKNOWLEDGMENT OF OWNER

STATE OF WASHINGTON)
) SS.
COUNTY OF Kittitas)

I certify that I know or have satisfactory evidence that Judy A. Webb is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the member of Poison Springs, L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: October 30, 2023



(S E A L)

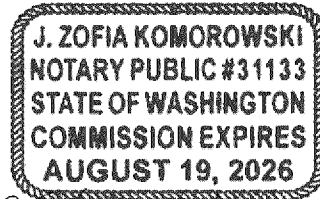
Name: J. Zofia Komorowski
Notary Public, State of Washington
My Commission Expires: 8-19-2026

ACKNOWLEDGMENT OF OWNER

STATE OF Washington)
) SS.
COUNTY OF Kittitas)

I certify that I know or have satisfactory evidence that Peggy J. Tehan is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the member of Poison Springs, L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: October 30, 2023



(S E A L)

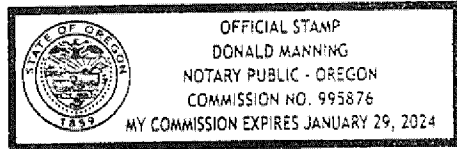
Name: J. Zofia Komorowski
Notary Public, State of Washington
My Commission Expires: 8-19-2026

ACKNOWLEDGMENT OF OWNER

STATE OF Oregon)
) SS.
COUNTY OF Washington)

I certify that I know or have satisfactory evidence that MaryBeth Kahn is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Member of Poison Springs, L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: November 3rd, 2023



(SEAL)

Name: Donald Manning
Notary Public, State of Oregon
My Commission Expires: January 29th 2024

ACKNOWLEDGMENT OF GRANTEE

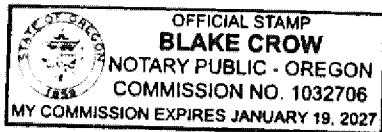
STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

On this 3RD day of NOVEMBER, 2023, before me, a notary public for the State of OREGON personally appeared LAURA MINER, known to me to be the person named in the foregoing, and acknowledged to me that he or she executed the same as AUTHORIZED SIGNATORY for Schnebly Coulee Solar Energy LLC, as a free act, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in the certificate.

(Seal)

Blake Crow
Notary Signature
Printed Name: BLAKE CROW
My Commission expires JAN. 19, 2027



**EXHIBIT A
TO
MEMORANDUM OF TRANSMISSION EASEMENT AGREEMENT**

Description of the Premises

Parcel Number	Legal Description of Land in Kittitas, Washington
17-21-19020-0002 /080833	That portion of Section 19, Township 17 North, Range 21 East, W.M., lying north of the northerly right-of-way line of Primary State Highway No.7 (SR 90)
17-21-20030-0001 /290833	That Portion of Section 20, Township 17, Range 21 East, W.M., lying north of the northerly right-of-way line of Primary State Highway No. 7 (SR 90)
17-21-17000-0001 /050833	All of Section 17, Township 17 North, Range 21 East, W.M.
17-21-08040-0003 /870833	That portion of the E½SW¼ and SE¼ of Section 8, Township 17 North, Range 21 East, W.M., lying south of the southerly right-of-way of Vantage Highway