Cover page for:

Preliminary Title Insurance Schedules
(with copies of recorded exception documents)

Preliminary title insurance schedules prepared by:

Community Escrow & Title Co.

(File Number: SW261023940)

Auction Tracts 1 - 4

(Logan County, Oklahoma)

For November 17, 2026 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Karl Dane Kyle Living Trust

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Community Escrow & Title Co.
Issuing Office: 623 South Lewis St., Stillwater, OK 74074
Issuing Office's ALTA® Registry ID: 1077777
Loan ID No.:
Commitment No.: SW261023940
Issuing Office File No.: SW261023940
Property Address: Land Only, Mulhall, OK
Revision No.: 1-Nov. 12, 2026

SCHEDULE A

1. Commitment Date: October 29, 2026 at 07:00 AM

2. Policy to be issued:

a. ALTA Owners Policy (06/17/06)
Proposed Insured: To Be Determined
Proposed Amount of Insurance: TBD
The estate or interest to be insured: Fee Simple

b. ALTA Loan Policy (2021)
Proposed Insured: TO BE DETERMINED and each successor and/or assign that is defined as an Insured in the Conditions.
Proposed Amount of Insurance: TBD
The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is: (Identify each estate or interest covered, i.e., fee, leasehold, etc.)

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Karl Dane Kyle, Trustee of the Karl Dane Kyle Living Trust dated September 17, 2018

5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

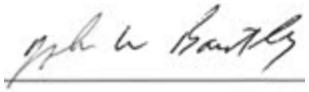
This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by American Eagle Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN LAND TITLE ASSOCIATION

SCHEDULE A
(Continued)

Community Escrow & Title Co.

By: 

Community Escrow & Title Co. Lic #10011514,
BY: JOHN W. BARTLEY, TL #115832, OBA#6124

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by American Eagle Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B, PART I - REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Lien Affidavit and Indemnity executed by seller(s), mortgagor(s) and/or contractor (if any) stating that all bills are paid for labor and/or materials which might form the basis for a materialman's or mechanic's lien. Or in the case of a non-builder seller, obtain a Seller's affidavit stating that there does not exist any outstanding court judgments, contracts, or liens, which may affect subject property.

5. Satisfactory Affidavit of Possession executed by the seller(s) or mortgagor(s) as may be appropriate.

6. Satisfactory proof of identity must be furnished with regard to the parties executing all documents required hereunder. This may be in the form of an Affidavit of Identity executed by the Notary Public before whom the document is executed. Additionally, a copy of the document(s) (driver's license, passport, etc.) relied upon by the Notary Public for identification of such parties must be furnished.

7. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

   a. Warranty Deed from Karl Dane Kyle, Trustee of the Karl Dane Kyle Living Trust dated September 17, 2018 to To Be Determined.

   b. Mortgage from To Be Determined to TO BE DETERMINED, securing the principal amount of $0.00.

8. In the event the proposed insured requires deletion of the general survey exception set forth in Schedule B - Part II, we must be provided with a satisfactory survey of the subject premises.

9. NOTE: The State of Oklahoma requires the payment of a documentary stamp tax as a condition precedent to the recordation of any deed as provided by 68 Okla. Stat. 3201, subject to the exemptions provided for by 68 Okla. Stat. 3202.

10. NOTE: The State of Oklahoma requires the payment of a mortgage tax as a condition precedent to the recordation of any mortgage as provided by 68 O.S. Stat. 1901

11. Furnish an accurate Survey of the premises which would disclose any encroachments, overlaps, boundary line disputes, or other matters, or exceptions will remain on policy.

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AMERICAN LAND TITLE ASSOCIATION

12. Final policy cannot be issued, unless abstract certificate date, which is at October 29, 2026, is no more than 180 days from the recording date of the instruments to be insured. Therefore, instruments must be recorded on or before close of business 180 Calendar Days after the above date.

13. Determine that property is improved with a one-to-four family residential dwelling. Otherwise, policy to be issued under this commitment will be ALTA Loan Policy (2016) or ALTA Owners Policy (2016), as applicable.

14. In accordance with Title 60, Oklahoma Statutes, §121, et. seq., each grantee must execute the appropriate state-promulgated affidavit and all grantee affidavits must be attached to every deed submitted for filing.

15. CLOSING INFORMATION NOTE: We require all monies deposited with us for closing, including lender's funds, to be in the form of a cashier's check or wire transfer. If any payments at closing are required to be made by wire transfer, then all monies delivered to us for closing must be in the form of bank wire transfer(s) of immediately available funds. The above applies to all closings unless other specific arrangements are made in advance of closing. Due to the wide variances in banking practices and lack of control over the timing in which checks presented for payment are cleared through the banking system, we cannot accept financial responsibility for delays in the clearing of funds through our escrow account.

16. "Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities."

17. Pay and show proof of payment of 2026 Real Property Ad Valorem taxes which are due and payable, or exception will be made thereto.

18. With respect to the trust referred to in the vesting, furnish:
(a) Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
(b) Other requirements which the Company may impose following it review of the material required herein and other information which the Company may require.

19. **24 Month Chain of Title** The current record owner, as shown on Schedule A herein, has been in continuous and uninterrupted title since October 22, 2018, by way of a Quitclaim Deed recorded in Book 2829, page 515.

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SCHEDULE B, PART II - EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

2. Fees, taxes and assessments made by any taxing authority for the year 2027, which are not yet ascertainable, due or payable, and all subsequent years.

3. Any claim to (a) ownership of or rights to minerals and similar substances, including, but not limited to, ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand and gravel located in, on or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation or otherwise; and (b) any rights, privileges, immunities, rights of way and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the public records.

4. Water rights, claims or title to water, whether or not shown by the public records.

5. Any adverse matters which would be disclosed by a judgment search on the within named insured.

6. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public record.

7. Rights or claims of parties in possession or entitled to possession of the Land, or portions thereof, whose rights are not evidenced by documents recorded in the Public Records.

8. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

9. Easements or claims of easements not recorded in the Public Record.

10. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting Title that would be disclosed by an accurate and complete land survey or that could be ascertained by an inspection of the Land.

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AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B, PART II
(Continued)

11. Any ownership, rights, interests, or claims to (a) minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand, or gravel located in, on, or under the Land or produced from the Land; or (b) pore space in or under the Land; and (c) any rights, privileges, immunities, rights of way, and easements associated with, appurtenant to, or an attribute of the ownership, rights, or claims excepted in (a) or (b); and as to each of (a), (b) or (c), whether or not any of these interests or rights appear in the Public Records.

12. Any adverse matters created by violation of Title 60, Oklahoma Statutes, §121, et seq., or based on Article XXII, Section I of the Oklahoma Constitution, or any other similar statutory or constitutional provisions, which restrict alien ownership of real property in Oklahoma.

13. 33-foot statutory section line right-of-way along all exterior section lines.

14. Dedication Deed – Public Highway, in favor of the State of Oklahoma, recorded on June 10, 1949, in Book 132 Deeds, page 342, along the North of the N/2 NW/4.

15. Right of Way Easement in favor of Rural Water, Sewer, Gas and Solid Waste Management District No. 3, Logan County, recorded on October 9, 1979, in Book 784 Misc., page 204, along the North of the NW/4.

16. Pipeline Easement in favor of Devon Energy Production Company, LP, recorded on June 27, 2013, in Book 2443, page 709.

17. Memorandum of Wing Energy Lease in favor of Wagon Wheel Wind Project, LLC, recorded on July 16, 2020, in Book 2960, page 297.

18. Memorandum of Amendments to Wing Energy Lease in favor of Wagon Wheel Wind Project, LLC, recorded on July 24, 2024, in Book 3301, page 661.

19. Plan of Liquidation and Dissolution of Wagon Wheel Wind Project, LLC, recorded on February 3, 2026, in Book 3479, page 93.

20. Memorandum of Amended and Restated Build-Out Agreement, in connection with Wagon Wheel Wind Project, LLC, recorded on February 3, 2026, in Book 3479, page 254.

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EXHIBIT A

The Land is described as follows:

The Northwest Quarter (NW/4) of Section Twenty-four (24), Township Nineteen (19) North, Range Three (3) West of the Indian Meridian, Logan County, Oklahoma.

d

LESLIE GUY FERGUSON and FAIRY FERGUSON, husband and wife

Grantor:

TO

STATE OF OKLAHOMA

Grantee:

Instrument: DEDICATION DEED PUBLIC HIGHWAY

Dated: May 9th, 1949

Filed: June 10th, 1949 at 9:15 A.M.

Book 132 Deeds Page 342

Consideration: $80.00

Acknowledged: May 9th, 1949 by LESLIE GUY FERGUSON and FAIRY FERGUSON ----, before J. C. WALLACE, Notary Public, Logan County, Oklahoma (SEAL) Commission expires 12-14-1951.

Description and Remarks

KNOW ALL MEN BY THESE PRESENTS:

That LESLIE GUY FERGUSON and FAIRY FERGUSON, husband and wife of Logan County, State of Oklahoma, hereinafter called the Grantors (whether one or more), for and in consideration of the sum of EIGHTY and no/100 Dollars ($80.00) and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate unto the STATE OF OKLAHOMA the following described lots or parcels of land for the purpose of establishing thereon a public highway or facilities necessary and incidental thereto, to-wit:

(A strip, piece or parcel of land lying in the N½ NW¼ of Section 24, T 19 N, R 3 W in Logan County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

No. 11

-continued-

Dedication Deed #2 - 132/342

Beginning at the NW corner of said N½ NW¼, thence South along the West line of said N½ NW¼ a distance of 61 feet, thence N 89°07'E a distance of 164 feet, thence N 0°53'W a distance of 25 feet, thence N 89°07'E a distance of 1150 feet, thence S 0°53'E a distance of 30 feet, thence N 89°07'E a distance of 150 feet, thence N 0°53'W a distance of 30 feet, thence N 89°07'E a distance of 750 feet, thence S 0°53'E a distance of 50 feet, thence N 89°07'E a distance of 421 feet to a point on the East line of said N½ NW¼, thence North along said East line a distance of 90 feet to the NE corner of said N½ NW¼, thence West along the North line of said N½ NW¼ a distance of 2635 feet to point of beginning.

Containing 0.97 acres, more or less, of new right-of-way, the remaining area included in the above description being the 33-foot section line right-of-way.

Land donated. Resetting 1/2 mile 4 wire fence $80.00.

For the same considerations hereinbefore recited, said Grantors hereby waive, relinquish and release any and all right, title or interest in and to the surface of the above granted and dedicated tract of land and the appurtenances thereunto belonging, including any and all dirt, rock, gravel, sand and other road building materials, reserving and excepting unto said Grantors the mineral rights therein; provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purposes herein granted; and reserving unto said Grantors the right of ingress and egress to said public highway from the

No. 15

-continued-

remaining lands of the Grantors.

To have and to hold said above described premises unto the said State of Oklahoma, free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantors by reason of the construction and maintenance of a public highway and all highway excavations, embankments, structures, bridges, drains, sight distance or safety areas and other facilities that may now or hereafter be, in the discretion of the grantee, necessary for the construction and maintenance of a public highway and incidental facilities over, across or along the above described real estate; the supervision and control of said public highway to be in such municipality, county or other agency of the State of Oklahoma as has or may have jurisdiction thereof by the laws of the State of Oklahoma; and said State of Oklahoma, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of entering upon, constructing, maintaining or regulating the use of said public highway and incidental facilities.

Said Grantors hereby covenant and warrant that at the time of the delivery of these presents they are the owners in fee simple of the above described premises and that same are free and clear of all

-continued-

Compiled By
Guthrie Abstract Company

liens and claims whatsoever.

The undersigned Grantors hereby designate and appoint LESLIE GUY FERGUSON as agent to execute the claim and receive the compensation herein named.

In witness whereof the Grantors herein named have hereunto set their hands and seals this the 9th day of May, 1949.

LESLIE GUY FERGUSON
FAIRY FERGUSON

dd

Filed October 9, 1979, at 2:57 P.M.
Recorded Book 784 Misc., Page 204

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

1979 OCT -9 PM 2:57

BOBBIE E. ARRASMITH, COUNTY CLERK

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar ($1.00) and other good and valuable consideration paid to Marcus B. Shook and Sue O. Shook, husband and wife, hereinafter referred to as GRANTOR, by Rural Water, Sewer, Gas and Solid Waste Management District No. 3, Logan County, Oklahoma, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right to construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a pipe line for the transportation of water over, across and through the land of the GRANTOR situate in Logan County, State of Oklahoma, said land being described as follows:

The Northwest Quarter (NW¼) of Section Twenty-four (24), Township Nineteen (19) North, Range Three (3) West of the Indian Meridian,

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of this easement.

The easement shall be 20 feet in width, the center line of which is described as follows: Beginning at a point 43 feet South of the intersection of the South Right of Way line of State Highway 51 and the West line of the above described tract, thence East to the East line of said tract.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 25th day of August, 1979.

Marcus B. Shook
(Marcus B. Shook)

Sue O. Shook
(Sue O. Shook)

STATE OF OKLAHOMA)
COUNTY OF LOGAN) SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 25th day of August, 1979, personally appeared Marcus B. Shook and Sue O. Shook, husband and wife, to me known to be the identical person s who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN Under my hand and seal of office the day and year last above written.

(SEAL) NOTARIAL PUBLIC
My Commission Expires: 9598

Notary Public

BOOK 784 PAGE 204

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Compiled By
JELSMA ABSTRACT CO.

INSTRUMENTS, AFFECTING MINERAL RIGHTS ONLY, OMITTED HEREFROM BY REQUEST

INSTRUMENTS	RECORDED BOOK	RECORDED PAGE
Oil and Gas Lease	690	497
Assignment of Oil and Gas Lease	701	608
Assignment of Oil and Gas Lease	719	433
Assignment of Oil and Gas Lease	742	421
Mortgage (Leasehold)	841	405
Financing Statement	842	750
Oil and Gas Lease	869	124
Release of Mortgage (Leasehold)	912	448
Quit Claim Deed (Working Interest	939	146
Financing Statement, Security Agreement, etc.	940	71

All Probate Proceedings, District Court Proceedings, Judgments or Liens of any kind filed against any of the mineral or leasehold owners in the above omitted instruments are also omitted herefrom.

I-2013-012784 Book 2443 Pg: 708
08/27/2013 10:59 am Pg 0708-0709
Fee: $ 15.00 Doc: $ 0.00
Troy Cole - Logan County Clerk
State of Oklahoma

PIPELINE EASEMENT AGREEMENT

Line Name: Broadway North Extension
Line No: 603006
AFE: 01-08381.01

STATE OF OKLAHOMA

COUNTY OF LOGAN

This Pipeline Easement Agreement (the "Agreement") is entered into by and between **Karl D. Kyle and Barbara Jo Kyle, husband and wife as joint tennants** ("Grantor"), whose mailing address is 1512 S. Culpepper Dr., Stillwater, Oklahoma 74074 and **Devon Energy Production Company, LP.**, ("Grantee"), whose mailing address is 333 W. Sheridan Avenue., Oklahoma City, Oklahoma 73102-5015.

For and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, bargains, sells, and conveys to Grantee, its successors and assigns, the right, privilege, right-of-way, and easement to construct, maintain, operate, inspect, repair, alter, replace, change the size of, and abandon in place or remove Three (3) or more pipelines (either above or below the surface) and equipment and facilities appurtenant to those pipelines (including power lines) as may be necessary or convenient for the transportation of oil, natural gas, petroleum products, or any other liquids (including freshwater and saltwater), gases (including inert gases), or substances by pipeline (the "Pipeline Easement") across, under, and through Grantor's lands in Logan County, Oklahoma (the "Lands"), described as:

The Northwest Quarter (NW4) of Section Twenty-Four (24), Township Nineteen (19) North, Range Three (3) West of I.M., Logan County, State of Oklahoma.

Devon 4721 US Hwy 177 #120 Stillwater OK 74074

The Pipeline Easement will be a permanent easement Sixty feet (60') in width and the location of the first pipeline will establish the route of the Pipeline Easement. During construction, maintenance, repair, replacement, or removal of any pipeline, Grantee may temporarily utilize such additional work space adjacent to and parallel with the Pipeline Easement as is necessary or convenient for purposes of moving and using vehicles and equipment and storing materials thereon. Moreover, if the route of the Pipeline Easement crosses any road, railroad, creek, waterway, uneven terrain, or other place requiring extra work space, Grantee will have the right and temporary access to such additional work space as may be reasonable and necessary. If Grantee must bore any portion of a pipeline, Grantor authorizes Grantee to dispose of the drilling mud generated during the pipeline boring operations by landfarming the drilling mud into the spoil piles located on or adjacent to the Pipeline Easement.

Grantee, its successors and assigns, have the right to hold the Pipeline Easement so long as it is used by, or useful to, Grantee for the purposes stated herein. Grantor and Grantor's heirs, legal representatives, successors, and assigns are hereby bound to warrant and forever defend all and singular the Pipeline Easement unto Grantee, its successors and assigns, against all persons whomsoever lawfully claiming or to claim the same, or any part thereof.

Grantor reserves the right to use the Lands in any manner that will not prevent or interfere with Grantee's exercise of the rights granted herein; provided, however, that Grantor may not: (a) construct, or permit to be constructed, any obstruction, building, improvement, or other structure on, over, or under the Pipeline Easement without the express prior written consent of Grantee, to be given or withheld by Grantee in its sole discretion; or (b) change the grade of the land over any of Grantee's pipelines.

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I-2013-012784 Book 2443 Pg: 709
08/27/2013 10:59 am Pg 0708-0709
Fee: $ 15.00 Doc: $ 0.00
Troy Cole - Logan County Clerk
State of Oklahoma

Grantee will have all of the rights and benefits necessary or convenient for Grantee's exercise of the rights granted herein, including, but not limited to, the right of ingress and egress over and across the Lands and adjacent lands of Grantor, the right to use any roads on the Lands and adjacent lands of Grantor, and the right, from time to time, to cut all trees, undergrowth, and other obstructions on the Lands that, in Grantee's judgment, may injure, endanger, or interfere with the Pipeline Easement.

Grantee will bury all pipelines below normal plow depth. Grantee will pay for any physical damage to growing crops, timber, fences, or other structural improvements directly caused by Grantee's exercise of the rights granted herein, except for any damages caused by maintaining and clearing of the Pipeline Easement as permitted herein. The parties agree that the consideration paid contemporaneously herewith includes payment for initial construction, crop, and land surface damages.

Grantee may assign this Agreement in whole or in part. This Agreement will be a covenant running with the land and will be binding on the parties and their respective heirs, executors, administrators, successors, and assigns.

This Agreement constitutes the complete and final expression of the parties' agreement relating to the subject matter and supersedes the parties' previous contracts, agreements, and understandings, whether oral or written, relating to such subject matter. This Agreement may not be modified, or any of the terms hereof waived, except by a written instrument referring specifically to this Agreement executed by the parties.

Grantor has executed this Pipeline Easement Agreement on this the 24 day of July, 2013.

Grantors: Karl D. Kyle and Barbara Jo Kyle

By: Karl D. Kyle
Karl D. Kyle

By: Barbara Jo Kyle
Barbara Jo Kyle

ACKNOWLEDGMENT

STATE OF OKLAHOMA

COUNTY OF

Before me, the undersigned authority, a Notary Public in and for the State of Oklahoma, on this day personally appeared Karl D. Kyle / Barbara Jo Kyle known to me to be the person whose name is subscribed to the foregoing instrument, and he/she acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 24 day of July, 2013.

MR. CURTIS GREGORY MODISETTE
Notary Public, State of Oklahoma
Commission # 12010198
My Commission Expires October 26, 2016

Notary Public, State of Oklahoma

My commission expires: Oct 26 2016

I-2020-006895 Book 2960 Pg: 297
07/16/2020 9:11 am Pg 0297-0302
Fee: $ 26.00 Doc: $ 0.00
Troy Cole - Logan County Clerk
State of Oklahoma

MEMORANDUM OF WIND ENERGY LEASE

THIS MEMORANDUM OF WIND ENERGY LEASE (this "***Memorandum***") is dated as of March 30 2020 (the "***Effective Date***") by and between **Karl Dane Kyle Living Trust dated September 27, 2018** ("***Lessor***"), whose address is 5917 Primrose Lane Stillwater, OK 74074, and Wagon Wheel Wind Project, LLC, a Delaware limited liability company ("***Lessee***"), whose address is 1 S. Wacker Drive, Suite 1800, Chicago, Illinois 60606, with reference to the following recitals:

A. Lessor owns that certain real property (including all air space thereof) described on **Exhibit "A"** attached hereto (the "***Property***"), which Property is located in the County of Logan, in the State of Oklahoma.

B. Lessor and Lessee (together, the "***Parties***" and each a "***Party***") have entered into that certain unrecorded Wind Energy Lease dated of even date herewith (the "***Lease***"), which affects the Property.

C. The Parties have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and Lessee's rights thereunder. Capitalized terms used and not defined herein have the meaning given the same in the Lease.

NOW, THEREFORE, for and in consideration the promises, covenants and agreements of the Parties contained in the Lease and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Lessor hereby leases the Property to Lessee and its successors and assigns, and Lessee hereby leases the Property from Lessor, upon all of the terms and conditions set forth in the Lease. As more fully provided in the Lease, without limiting the generality of the foregoing, Lessee shall have possession of the Property for the following wind energy uses and purposes (collectively, "***Wind Operations***"), to be conducted in such locations on the Property as Lessee may determine, and whether accomplished by Lessee or a third party authorized by Lessee: (a) determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data; (b) developing, constructing, erecting, installing, improving, enlarging, replacing,

Ret Pg 6 18/10 (16)

I-2020-006695 Book 2960 Pg: 298
07/16/2020 9:11 am Pg 0297-0302
Fee: $ 28.00 Doc: $ 0.00
Troy Cole - Logan County Clerk
State of Oklahoma

repowering, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring the following, whether for the benefit of Wind Power Facilities on the Property or on other lands: (i) wind energy conversion systems and wind power generating facilities, including associated towers, foundations, support structures and equipment (collectively, "***Generating Units***"); (ii) electrical transmission, distribution and control facilities, and communications facilities, including overhead and underground lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities (collectively, "***Transmission Facilities***"); (iii) anemometers, meteorological towers, SODAR units and wind measurement, monitoring and recording equipment and facilities; (iv) roads, bridges, culverts and erosion control facilities; (v) control, maintenance and administration buildings, (vi) laydown areas and maintenance yards; (vii) utility lines and installations; (viii) fences, gates and other safety and protection facilities; and (ix) other improvements, fixtures, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "***Wind Power Facilities***"); (c) vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities (whether located on the Property or on other lands), on, over and across the Property, by means of roads thereon if existing (which Lessee may widen, strengthen or otherwise improve), or otherwise by such roads as Lessee may construct from time to time ("***Access Rights***"); and (d) undertaking any other activities that Lessee determines are necessary, helpful, appropriate, convenient or cost-effective in connection with or to accomplish any of the foregoing purposes, including conducting surveys and soils, environmental, biological, cultural and other tests and studies, and clearing vegetation.

2. In addition to the foregoing, Lessee shall also have the right to install electrical transmission, distribution and control facilities, and communications facilities, including overhead and underground lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, and guy lines and anchors for the benefit of any other renewable energy project, including, without limitation, a current or future solar energy generation project.

3. Among other things, this Lease includes (a) the exclusive right and easement on, over and across the Property for the free and unobstructed flow of wind currents and wind resources, together with the exclusive right to (i) develop, use, convert, maintain and capture such wind, (ii) convert wind energy into electrical energy and (iii) derive and keep all credits and income therefrom (subject to the payment of Rent to Lessor, as set forth below), and (b) the exclusive right and easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property.

4. The Lease shall initially be for a term of eight (8) years commencing on the Effective Date. Lessee shall have the right and option to extend the term of the Lease for one additional period of forty (40) years, upon the terms set forth in the Lease.

5. Any Wind Power Facilities constructed on the Property shall at all times remain the property of Lessee and shall not be deemed to be fixtures, and Lessor shall have no ownership, lien, security or other interest (including any lien that might otherwise be implied by law) in any Wind Power Facilities installed on the Property, or in any profits or income derived therefrom.

6. Neither Lessor nor any of its tenants, licensees, contractors, invitees, agents, assigns or anyone else obtaining rights from Lessor (collectively, "***Lessor Parties***") shall, currently or prospectively, interfere with, impair, delay or materially increase the cost of any of

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Lessee's Wind Operations (whether conducted on the Property or elsewhere), or the undertaking of any other activities or the free enjoyment or exercise of any other rights or benefits given to or permitted Lessee hereunder. Without limiting the generality of the foregoing, neither Lessor nor anyone obtaining rights from or acting with the permission of Lessor shall (a) interfere with or impair the free, unobstructed and natural availability, flow, speed or direction of air or wind over or across the Property (whether by planting trees, constructing structures, or otherwise), or the lateral or subjacent support for the Wind Power Facilities or (b) engage in any other activity on the Property or elsewhere that might cause a decrease in the output, efficiency or longevity of the Wind Power Facilities.

7. The Lease is for the additional purposes, is of the nature, and is subject to the requirements and limitations, set forth therein. The Lease also contains various other covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, termination of the Lease, quiet enjoyment, division of the Lease into separate agreements, conduct of Operations, restoration of the Property, assignment and lender protections, and rights of the Lessee to participate in negotiations for use of any portion of the surface of the Property for any activity related to exploration for, or production and marketing of, oil, gas, or other minerals from the Property.

8. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

9. The Property shall be held, conveyed, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth in the Lease and herein, which shall run with the Property and each portion thereof and interest therein as equitable servitudes, and shall be binding upon and inure to the benefit of the Parties and each Sublessee and any other person and entity having any interest therein during their ownership thereof, and their respective Sublessees, grantees, heirs, executors, administrators, successors and assigns, and all persons claiming under them.

10. 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 shall collectively constitute a single instrument.

[REST OF PAGE LEFT BLANK; SIGNATURES ON SEPARATE SHEETS]

IN WITNESS WHEREOF, the Parties have executed and delivered this Lease as of the Effective Date.

LESSEE:

WAGON WHEEL WIND PROJECT, LLC,
a Delaware limited liability company

By: _____

Name: ~~James Williams~~
Vice President

Title: _____

Address: 1 S. Wacker Drive, Suite 1800
Chicago, Illinois 60606

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07/16/2020 9:11 am Pg 0297-0302
Fee: $ 28.00 Doc: $ 0.00
Troy Cole - Logan County Clerk
State of Oklahoma

STATE OF Colorado)
) ss.
COUNTY OF Denver)

BE IT REMEMBERED that on this 30 day of March, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came James Williams, to me personally known, who being by me duly sworn did say that he/she is the Vice President of Wagon Wheel Wind Project, LLC, a Delaware limited liability company, and that the within instrument was signed and delivered on behalf of said Wagon Wheel Wind Project, LLC by authority thereof, and acknowledged said instrument to be the free act and deed of said limited liability company for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal in the date herein last above written.

My Commission Expires:

5.14.22
[SEAL]

_____
Notary Public in and for said County and State

Print Name: JoEllen Billotte

JOELLEN BILLOTTE
Notary Public
State of Colorado
Notary ID # 20184020439
My Commission Expires 05-14-2022

LESSOR: Karl Dane Kyle Living Trust dated September 27, 2018

Karl Dane Kyle
Name: Karl Dane Kyle, Trustee

Address: 5917 Primrose Lane
Stillwater, OK 74074

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07/16/2020 9:11 am Pg 0297-0302
Fee: $ 28.00 Doc: $ 0.00
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State of Oklahoma

STATE OF Oklahoma)
) ss.
COUNTY OF Payne)

BE IT REMEMBERED that on this 27th day of February 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Karl Dane Kyle, Trustee of the Karl Dane Kyle Living Trust dated September 27, 2018, to me known to be the identical person(s) who executed the within foregoing instrument, and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal in the date herein last above written.

My Commission Expires:
06-18-2020
[SEAL]

Notary Public in and for said County and State
Print Name: Jerry L. Williams

JERRY L. WILLIAMS
Notary Public
State of Oklahoma
Commission #08006324

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07/16/2020 9:11 am Pg 0297-0302
Fee: $ 28.00 Doc: $ 0.00
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State of Oklahoma

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF LOGAN, STATE OF OKLAHOMA:

The Northwest Quarter (NW/4) of Section Twenty-four (24), Township Nineteen (19) North, Range Three (3) West of the Indian Meridian, Logan County, Oklahoma

This instrument was prepared by
And after recording please return to:
Wagon Wheel Wind Project, LLC
1 S. Wacker Drive, Suite 1800
Chicago, Illinois 60606

Prepared by and
After Recording Return To:
Wagon Wheel Wind Project, LLC
c/o Invenergy LLC
One South Wacker Drive, Suite 1800
Chicago, Illinois 60606
Attn: Land Administration

I-2024-003827 Book 3301 Pg 661
04/24/2024 10:31am Pg 0661-0736
Fee: $166.00 Doc: $0.00
Troy Cole - Logan County Clerk
State of OK

WOA

MEMORANDUM OF AMENDMENTS TO WIND ENERGY LEASE

THIS MEMORANDUM OF AMENDMENTS TO WIND ENERGY LEASE (this "Memorandum") is made, dated as of April 16th, 2024, by Wagon Wheel Wind Project, LLC, a Delaware limited liability company (together with its transferees, successors and assigns, "Company").

1. **Amendments to Wind Lease Agreements.** Company has entered into certain Wind Energy Leases (the "Agreements") as further described in Schedule 1 attached hereto and incorporated herein by reference. The Agreements have been amended by certain unrecorded amendments, which are also described in Schedule 1, each with the Agreement to which it relates (the "Amendments"). Legal descriptions of the surface estates affected by each respective Agreement, as amended, are listed in Schedule 2, attached hereto and incorporated herein by reference.

2. **Notice.** This Memorandum is being executed and recorded to put the public on notice of the Amendments.

IN WITNESS WHEREOF, Company executes and delivers this Memorandum the day and year first above written.

Signature carried forward to the following page.

Fredrickson + Byron
ATTN Susan Rainford
111 E Grand Ave #301
Des Moines, IA
50309

156/10 (T5)

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04/24/2024 10:31am Pg 0661-0736
Fee: $166.00 Doc: $0.00
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State of OK

Company:

Wagon Wheel Wind Project, LLC, a Delaware limited liability company

By: _____
Name: Michael Baird
Title: ~~Vice President~~

ACKNOWLEDGMENT

STATE OF Illinois)
) SS.
COUNTY OF Cook)

Be it remembered that on April 16th, 2024, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Michael Baird, Vice President of Wagon Wheel Wind Project, LLC, a Delaware limited liability company, to me personally known, who being by me duly sworn did say that said instrument was signed and delivered not in his/her individual capacity, but on behalf of said limited liability company and acknowledged said instrument to be his/her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal in the date herein last above written.

(S E A L)

OFFICIAL SEAL
STEVEN WYMAN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 1/13/2027

_____
Print name: Steven Wyman
Notary Public, State of Illinois
My Commission Expires: 1-13-2027
My Commission #:____

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04/24/2024 10:31am Pg 0661-0735
Fee: $166.00 Doc: $0.00
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State of OK

Leasehold estate created by virtue of that certain Wind Energy Lease dated March 30, 2020, by and between Don Allen Bircket, a/k/a Don A. Bircket, a/k/a Don Bircket and Shirley Rosetta Bircket a/k/a Shirley R. Bircket, a/k/a Shirley Bircket, husband and wife, as Lessor, and Wagon Wheel Wind Project, LLC, a Delaware limited liability company, as Lessee, as evidenced by the Memorandum of Wind Energy Lease dated March 30, 2020, filed August 7, 2020 and recorded in Book 2966, Page 375, in the Official Public Records of Logan County, Oklahoma, as affected by that certain unrecorded First Amendment to Wind Energy Lease dated April 5, 2023.

WOKWGN0112:

Leasehold estate created by virtue of that certain Wind Energy Lease dated March 30, 2020, by and between Karl Dane Kyle Living Trust dated September 27, 2018, as Lessor, and Wagon Wheel Wind Project, LLC, a Delaware limited liability company, as Lessee, as evidenced by the Memorandum of Wind Energy Lease dated March 30, 2020, filed July 16, 2020 and recorded in Book 2960, Page 297, in the Official Public Records of Logan County, Oklahoma, as affected by that certain unrecorded First Amendment to Wind Energy Lease dated April 17, 2023.

WOKWGN0115:

Leasehold estate created by virtue of that certain Wind Energy Lease dated March 30, 2020, by and between Travis Buller and Tammy Buller, husband and wife, as joint tenants, as Lessor, and Wagon Wheel Wind Project, LLC, a Delaware limited liability company, as Lessee, as evidenced by the Memorandum of Wind Energy Lease dated March 30, 2020, filed July 8, 2020 and recorded in Book 2489, Page 921; with Real Property Rights Assignment and Assumption Agreement by and between Wagon Wheel Wind Project, LLC, a Delaware limited liability company and Invenergy Wind Development LLC, a Delaware limited liability company, dated March 31, 2022, filed April 20, 2022 and recorded in Book 2581, Page 839; With Real Property Rights and Assignment and Assumption Agreement by and between Invenergy Wind Development LLC, a Delaware limited liability company and Wagon Wheel Wind Development LLC, a Delaware limited liability company, dated December 13, 2022, filed December 30, 2022 and recorded in Book 2612, Page 776, in the Official Public Records of Garfield County, Oklahoma, as affected by that certain unrecorded First Amendment to Wind Energy Lease dated January 27, 2023.

WOKWGN0116:

Leasehold estate created by virtue of that certain Wind Energy Lease dated April 13, 2020, by and between Wesley K. Short and Charleen B. Short, husband and wife, as joint tenants, as Lessor, and Wagon Wheel Wind Project, LLC, a Delaware limited liability company, as Lessee, as evidenced by the Memorandum of Wind Energy Lease dated April 13, 2020, filed July 16, 2020 and recorded in Book 2960, Page 291, in the Official Public Records of Logan County, Oklahoma, as affected by that certain unrecorded First Amendment to Wind Energy Lease dated February 23, 2023.

WOKWGN0205:

Leasehold estate created by virtue of that certain Wind Energy Lease dated April 15, 2019, by and between Carolyn J. Medley, a single person, as Lessor, and Wagon Wheel Wind Project, LLC, a Delaware limited liability company, as Lessee, as evidenced by the Memorandum of Wind Energy Lease dated April 15, 2019, filed July 5, 2019 and recorded in Book 2438, Page 770, in the Official Public Records of Garfield County, Oklahoma, as affected by that certain unrecorded First Amendment to Wind Energy Lease dated April 17, 2023.

WOKWGN0213:

TOGETHER WITH OTHER PROPERTY
NOT HEREIN ABSTRACTED

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02/03/2026 9:11 am Pg 0086-0263
Fee: $352.00 Doc: $0.00
Troy Cole - Logan County Clerk
State of OK

PLAN OF LIQUIDATION AND DISSOLUTION
WAGON WHEEL WIND PROJECT, LLC

Dated: As of December 5, 2025 (the "Effective Date")

This Plan of Liquidation and Dissolution (this "Plan") of Wagon Wheel Wind Project, LLC, a Delaware limited liability company (the "Company"), has been approved by Southwestern Electric Power Company, a Delaware corporation ("SWEPCO"), the sole member of the Company (the "Member"), and American Electric Power Service Corporation, a New York corporation ("AEP"), the sole manager of the Company (the "Manager"), in accordance with the Delaware Limited Liability Act (the "Act") and the Third Amended and Restated Operating Agreement of the Company, dated as of the Effective Date (the "LLC Agreement"). All capitalized terms otherwise undefined herein shall have the meanings ascribed to them in the LLC Agreement.

1. The Company shall be wound up, liquidated and dissolved, payment all of the Company's debts and liabilities and the expenses of liquidation shall be made, and funds deemed necessary by the Liquidator (as defined below) for any unknown or contingent liabilities of the Company shall be set up or other reasonable provisions for the satisfaction of the Company's unknown and contingent liabilities made.

2. AEP, in its capacity as the Manager of the Company shall act as liquidator of the Company (in such capacity, the "Liquidator").

3. The following liabilities (the "Contingent Liabilities"), if any, in connection with the liquidation shall be provided for in the reservation of funds or other provisions made for the satisfaction of the Company's liabilities described in Section 1 above, and effective as of the Effective Date the Company's contingent liabilities are:

(a) all United States federal, state, local or foreign income, profits, estimated, gross receipts, franchise, capital gains, withholding, ad valorem, real or personal property, intangible property, severance or excise tax, any alternative or add-on minimum tax, and any other taxes, charges, fees, imposts, duties, levies, withholdings or other assessments imposed by any governmental authority, together with any interest, fines, penalties or additions to tax attributable to or imposed with respect thereto, imposed by or on behalf of any governmental authority, arising out of or with respect to the Company or its business and operations; and

(b) all expenses incurred in connection with the winding up, liquidation and dissolution of the Company.

4. All remaining Company assets shall be distributed in kind to the Member.

5. In no event will the Member be obligated to assume or pay any liabilities or obligations related to the assets distributed to it pursuant to Section 4 of this Plan that arose or accrued prior to the date of distribution. In addition, in no event will the Member's liability with respect to distributions made pursuant to this Plan exceed the aggregate value of the distributions

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received by the Member pursuant to Section 4 above, and in any event the Member's liability will be limited to the fullest extent provided in the Act.

6. Upon adoption of this Plan of Liquidation and Dissolution and the distribution of the Company's assets to the Member in accordance with Section 4, the Company shall cease to carry on its business, except insofar as may be reasonably necessary for the winding up thereof.

7. At the time determined by the Liquidator to be appropriate, the Liquidator shall cause a Certificate of Cancellation to be filed with the Delaware Secretary of State as provided in Section 18-203 of the Act and take such other action and file such other documents as may be necessary or advisable to terminate or withdraw the Company's qualification to do business in any jurisdiction outside of the State of Delaware in which the Company has so qualified. The filing of the Certificate of Cancellation with the Delaware Secretary of State will result in the automatic cancellation of all of the outstanding membership interests in the Company, without further action on the part of the Company or the Member.

8. The Liquidator is hereby authorized and directed, without further action on the part of the Member, to do and perform any and all acts, and to make, execute, deliver or adopt any and all agreements, resolutions, conveyances, certificates and other documents of every kind that are deemed necessary, appropriate or desirable, in the absolute discretion of the Liquidator, to implement this Plan and the transactions contemplated hereby, including, without limiting the foregoing, (i) all filings or acts required by any state or federal laws or regulations to wind up the Company's affairs, (ii) the execution of any contracts, deeds, assignments or other instruments necessary or appropriate to make the distributions provided for in Section 4 above of any and all property of the Company, whether real or personal, tangible or intangible, and (iii) to perform such other acts as the Liquidator may consider necessary or advisable in order to effectuate this Plan. Each of such contracts, agreements, deeds, assignments, instruments, conveyances, resolutions, certificates and other documents shall be in such form as may be approved by the Liquidator, and its approval shall conclusively be evidenced by the execution thereof by the Liquidator.

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Fee: $352.00 Doc: $0.00
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State of OK

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed this Plan of Liquidation and Dissolution effective as of the date first above written.

MEMBER:

Southwestern Electric Power Company,
a Delaware corporation

By: D. Brett Mattison
Name: D. Brett Mattison
Title: President and Chief Operating Officer

MANAGER:

American Electric Power Service Corporation,
a New York corporation

By: Jay F. Godfrey
Name: Jay F. Godfrey
Title: Vice President

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02/03/2026 8:11am Pg 0086-0253
Fee: $352.00 Doc: $0.00
Troy Cole - Logan County Clerk
State of OK

dated April 16, 2024, filed April 25, 2024 and recorded in Book 2663, Page 395, in the Official Public Records of Garfield County, Oklahoma.

WOKWGN0109:
Leasehold estate created by virtue of that certain Wind Energy Lease dated March 30, 2020, by and between David N. and Angela Knott Trust under Revocable Trust Agreement dated July 17, 2012, as Lessor, and Wagon Wheel Wind Project, LLC, a Delaware limited liability company, as Lessee, as evidenced by the Memorandum of Wind Energy Lease dated March 30, 2020, filed May 6, 2020 and recorded in Book 852, Page 833, as affected by that certain unrecorded First Amendment to Wind Energy Lease dated February 23, 2023, as evidenced by the Memorandum of Amendments to Wind Energy Lease dated April 16, 2024, filed April 25, 2024 and recorded in Book 902, Page 192, in the Official Public Records of Noble County, Oklahoma.

Leasehold estate created by virtue of that certain Wind Energy Lease dated March 30, 2020, by and between David N. and Angela Knott Trust under Revocable Trust Agreement dated July 17, 2012, as Lessor, and Wagon Wheel Wind Project, LLC, a Delaware limited liability company, as Lessee, as evidenced by the Memorandum of Wind Energy Lease dated March 30, 2020, filed July 16, 2020 and recorded in Book 2960, Page 303, as affected by that certain unrecorded First Amendment to Wind Energy Lease dated February 23, 2023, as evidenced by the Memorandum of Amendments to Wind Energy Lease dated April 16, 2024, filed April 24, 2024 and recorded in Book 3301, Page 661, in the Official Public Records of Logan County, Oklahoma.

WOKWGN0110:
Leasehold estate created by virtue of that certain Wind Energy Lease dated March 30, 2020, by and between Don Allen Bircket, a/k/a Don A. Bircket, a/k/a Don Bircket and Shirley Rosetta Bircket a/k/a Shirley R. Bircket, a/k/a Shirley Bircket, husband and wife, as Lessor, and Wagon Wheel Wind Project, LLC, a Delaware limited liability company, as Lessee, as evidenced by the Memorandum of Wind Energy Lease dated March 30, 2020, filed August 7, 2020 and recorded in Book 2966, Page 375, as affected by that certain unrecorded First Amendment to Wind Energy Lease dated April 5, 2023, as evidenced by the Memorandum of Amendments to Wind Energy Lease dated April 16, 2024, filed April 24, 2024 and recorded in Book 3301, Page 661, in the Official Public Records of Logan County, Oklahoma.

WOKWGN0112:
Leasehold estate created by virtue of that certain Wind Energy Lease dated March 30, 2020, by and between Karl Dane Kyle Living Trust dated September 27, 2018, as Lessor, and Wagon Wheel Wind Project, LLC, a Delaware limited liability company, as Lessee, as evidenced by the Memorandum of Wind Energy Lease dated March 30, 2020, filed July 16, 2020 and recorded in Book 2960, Page 297, as affected by that certain unrecorded First Amendment to Wind Energy Lease dated April 17, 2023, as evidenced by the Memorandum of Amendments to Wind Energy Lease dated April 16, 2024, filed April 24, 2024 and recorded in Book 3301, Page 661, in the Official Public Records of Logan County, Oklahoma.

WOKWGN0115:

TOGETHER WITH OTHER PROPERTY
NOT HEREIN ABSTRACTED

Recording requested by, and
when recorded return to:
Debe Thomas
BCLP
1700 Lincoln St., Ste. 4100
Denver, CO 80203

I-2026-001021 Book 3479 Pg 254
02/03/2026 9:33am Pg 0254-0440
Fee: $390.00 Doc: $0.00
Troy Cole - Logan County Clark
State of OK

MH

SEAL

MEMORANDUM OF AMENDED AND RESTATED BUILD-OUT AGREEMENT

(LOGAN, GARFIELD, KINGFISHER, NOBLE AND PAYNE COUNTIES, OKLAHOMA)

This Memorandum of Amended and Restated Build-Out Agreement (this "***Memorandum***") is by and among **Wagon Wheel Wind Project Holdings LLC**, a Delaware limited liability company ("***Seller***"), **Invenergy Renewables Global LLC**, a Delaware limited liability company ("***IRG***", and, together with Seller, the "***Developer***"), **Southwestern Electric Power Company**, a Delaware corporation ("***Buyer***") and, solely with respect to its agency relationship with Buyer under the A&R Build-Out Agreement (as defined below), **American Electric Power Service Corporation**, a New York corporation ("***Buyer's Agent***"). Seller, IRG, Buyer and Buyer's Agent are sometimes herein individually referred to as a "***Party***" or collectively referred to as the "***Parties.***"

Recitals

Seller, IRG, Buyer, and Buyer's Agent are parties to that certain Amended and Restated Build-Out Agreement, dated as of December 5, 2025 (the "***A&R Build-Out Agreement***"), among Seller, IRG, Buyer, Buyer's Agent (solely with respect to its agency relationship with Buyer thereunder), and each Subsequent Party (as defined in the A&R Build-Out Agreement) that may become a party thereto. The A&R Build-Out Agreement amends and restates the Build-Out Agreement, dated as of May 25, 2022 (the "***Original Build-Out Agreement***") among Project Company (as defined below), Seller, IRG, and each Subsequent Party (as defined in the Original Build-Out Agreement) that may become a party thereto.

Wagon Wheel Wind Project LLC, a Delaware limited liability company ("***Project Company***"), developed and constructed a wind generation project (as more fully defined in the A&R Build-Out Agreement, the "***Project***") on the Project Land (as defined in the A&R Build-Out-Agreement) held pursuant to the Land Contracts (as defined in the PSA described below), including leases, easements and other rights as described in the PSA (as more fully defined in the A&R Build-Out Agreement, the "***Project Land Rights***"). The Original Build-Out Agreement was entered into by the parties thereto in connection with Project Company's development of the Project.

Effective December 5, 2025, Seller sold a 100% membership interest in Project Company to Buyer (the "***Sale***"), pursuant to that certain Purchase and Sale Agreement (as amended, the "***PSA***"), dated May 25, 2022, by and between Seller, Buyer, and, solely with respect to its agency relationship with Buyer thereunder, Buyer's Agent.

RECORD & RETURN TO:
FirsTitle
1401 S. Boulder Ave.
Tulsa, OK 74119

889/10

F- WW000 6 (187)

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02/03/2026 9:33am Pg 0254-0440
Fee: $390.00 Doc: $0.00
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Immediately following the Sale, pursuant to that certain Assignment, Bill of Sale and Conveyance, dated as of December 5, 2025 (the "***Assignment***"), and in furtherance of the liquidation of the Project Company in accordance with a Plan of Liquidation and Dissolution of the Project Company, Project Company transferred to Buyer all of its right, title and interest in and to certain of its assets, including, among others, the Project Land Rights, the Project Land, and the Original Build-Out Agreement. As a result of the Assignment, Buyer became a party to the Original Build-Out Agreement as successor in interest to Project Company, and the obligations of the Developer and Subsequent Parties (as defined in the Original Build-Out Agreement) under the Original Build-Out Agreement thereafter ran in favor of Buyer, as successor in interest to Project Company.

Seller, IRG, Buyer, and Buyer's Agent entered into the A&R Build-Out Agreement to, among other things, (i) reflect that Buyer is the successor in interest to Project Company under the Original Build-Out Agreement, and (ii) amend and restate certain of the schedules to the Original Build-Out Agreement, and to add additional schedules, to describe the Project Land Rights, the Project Land, and the Adjacent Land Rights (as defined below) as of the date of the Sale and the Assignment.

The A&R Build-Out Agreement imposes certain obligations and restrictions on and in connection with the development of any Subsequent Wind Farm (as defined in the A&R Build-Out Agreement) that includes any easements over, across or under, or leases or other real estate entitlements adjacent to or within a radius of sixty (60) Project Wind Turbine (as defined in the A&R Build-Out Agreement) rotor diameters (8,400 meters) of the Project Land which were held by Developer or its Affiliates as of May 25, 2022 or subsequently were or hereafter are acquired by Developer or its Affiliates (collectively, "***Adjacent Land Rights***"; together with the Project Land Rights, the "***Wind Farm Land Rights***").

Memorandum, Notice and Agreement

NOW, THEREFORE, the Parties agree as follows:

1. This Memorandum supplements the A&R Build-Out Agreement, which is incorporated herein by reference. All capitalized terms used herein shall have the meaning ascribed to them in the A&R Build-Out Agreement.

2. The Project Land Rights, and the Project Land covered thereby, held by Buyer as of the date hereof are described on Schedule A hereto.

3. The Adjacent Land Rights are subject to and burdened by the rights of Buyer pursuant to the terms, conditions and other provisions set forth in the A&R Build-Out Agreement. The tracts of land adjacent to or within a radius of sixty (60) Project Wind Turbine rotor diameters (8,400 meters) of the Project Land that are Adjacent Land Rights, or that will become Adjacent Land Rights if Developer or its Affiliates hereafter acquire any easement over, across or under such tract, or lease or other real estate entitlement thereof, therein or thereto, are described on Schedule B attached hereto.

4. The A&R Build-Out Agreement requires that any sale or transfer by Developer or an Affiliate of Developer of any Adjacent Land Rights or Subsequent Wind Farm, or any portion thereof, completed after May 25, 2022 shall be made subject to the terms and provisions of the A&R Build-Out Agreement,

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State of OK

and Developer shall, subject to the terms of the A&R Build-Out Agreement, assign and delegate to the owner of such Subsequent Wind Farm, and cause such owner to assume, its respective rights and obligations under the A&R Build-Out Agreement to the extent relating to the Subsequent Wind Farm by executing the joinder attached as Schedule 3 to the A&R Build-Out Agreement and provides that any such assignment or transfer without such an express assumption by the transferee shall be null and void.

5. The A&R Build-Out Agreement and all the terms, conditions, provisions, covenants and agreements therein contained run with the land and are binding upon and inure to the benefit of the parties to the A&R Build-Out Agreement and their respective successors and permitted assigns.

6. The covenants and agreements of Developer under the A&R Build-Out Agreement (i) touch and concern the Wind Farm Land Rights, (ii) are expressly intended to, and shall be covenants running with the Wind Farm Land Rights and are binding on and a burden upon the Wind Farm Land Rights and Developer, its Affiliates, any Subsequent Party, their Affiliates, and their successors and permitted assigns, as holders of an estate or interest in the Wind Farm Land Rights, for the benefit of the Project Land Rights and the Project, and (iii) shall benefit the Project Land Rights and the Project, and Buyer and its successors and permitted assigns. To the extent any of the provisions of this paragraph are not enforceable as covenants running with the land, such provisions shall be enforceable as equitable servitudes.

7. In the event of a conflict between the terms and provisions of this Memorandum and the terms and provisions of the A&R Build-Out Agreement, the terms and provisions of the A&R Build-Out Agreement shall control.

8. This Memorandum may be executed in counterparts, each of which will be an original, but all of which, when taken together, will constitute one and the same instrument.

[signatures begin on next page]

I-2026-001621 Book 3478 Pg 257
02/03/2026 9:33am Pg 0264-0440
Fee: $390.00 Doc: $0.00
Troy Cole - Logan County Clerk
State of OK

SELLER:

WAGON WHEEL WIND PROJECT HOLDINGS LLC,

a Delaware limited liability company

By: _____

Name: Joe Schaefermann

Title: Vice President

IRG:

INVENERGY RENEWABLES GLOBAL LLC,

a Delaware limited liability company

By: _____

Name: Andrea Hoffman

Title: Vice President

[Signature Page to Memorandum of Amended and Restated Build-Out Agreement]

I-2026-001021 Book 3479 Pg 258
02/03/2026 9:33am Pg 0254-0440
Fee: $390.00 Doc: $0.00
Troy Cole - Logan County Clerk
State of OK

BUYER:

SOUTHWESTERN ELECTRIC POWER COMPANY,

a Delaware corporation

By: _____

Name: Matthew D. Fransen

Title: Treasurer

BUYER'S AGENT

AMERICAN ELECTRIC POWER SERVICE CORPORATION,

a New York corporation

By: _____

Name: Jay F. Godfrey

Title: Vice President

[Signature Page to Memorandum of Amended and Restated Build-Out Agreement]

I-2026-001021 Book 3478 Pg 259
02/03/2026 9:33am Pg 0254-0440
Fee: $390.00 Doc: $0.00
Troy Cole - Logan County Clerk
State of OK

ACKNOWLEDGMENTS

STATE OF ILLINOIS

COUNTY OF COOK

This instrument was acknowledged before me this 4th day of December, 2025, by Joe Schwaermann, as Vice President of WAGON WHEEL WIND PROJECT HOLDINGS LLC, a Delaware limited liability company, on behalf of said limited liability company.

Witness my hand and official seal.

My commission expires: 10/14/29

Kelly Marie Williams
Printed Name: Kelly Marie Williams

Notary Public

OFFICIAL SEAL
KELLY MARIE WILLIAMS
Notary Public, State of Illinois
Commission No. 1019067
My Commission Expires
October 14, 2029
(NOTARIAL SEAL)

STATE OF ILLINOIS

COUNTY OF COOK

This instrument was acknowledged before me this 4th day of December, 2025, by Andrea Hoffman, as Vice President of INVENERGY RENEWABLES GLOBAL LLC, a Delaware limited liability company, on behalf of said limited liability company.

Witness my hand and official seal.

My commission expires: 10/14/29

Kelly Marie Williams
Printed Name: Kelly Marie Williams

Notary Public

OFFICIAL SEAL
KELLY MARIE WILLIAMS
Notary Public, State of Illinois
Commission No. 1019067
My Commission Expires
October 14, 2029
(NOTARIAL SEAL)

STATE OF [Ohio]

COUNTY OF [Franklin]

I-2026-001821 Book 3478 Pg 260
02/03/2026 9:33am Pg 0254-0440
Fee: $390.00 Doc: $0.00
Troy Cole - Logan County Clerk
State of OK

This instrument was acknowledged before me this 5th day of December, 2025, by Matthew D. Fransen, as Treasurer of SOUTHWESTERN ELECTRIC POWER COMPANY, a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.

My commission expires: Never

Printed Name: Jack Gravelle

Notary Public

JACK GRAVELLE
ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

(NOTARIAL SEAL)

STATE OF [Ohio]

COUNTY OF [Franklin]

This instrument was acknowledged before me this 5th day of December, 2025, by Jay F. Godrey, as Vice President of AMERICAN ELECTRIC POWER SERVICE CORPORATION, a New York corporation, on behalf of said corporation.

Witness my hand and official seal.

My commission expires: Never

Printed Name: Jack Gravelle

Notary Public

JACK GRAVELLE
ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

(NOTARIAL SEAL)