

This instrument prepared by and
after recording return to:

Hecate Energy Bonanza LLC
Attn: V. Beja
621 W Randolph St.
Chicago, IL 60661

2022-001803

Klamath County, Oregon

02/11/2022 09:24:01 AM

Fee: \$127.00

(This space reserved for recording information)

MEMORANDUM OF CONSENT TO EASEMENT AGREEMENT

THIS MEMORANDUM OF CONSENT TO EASEMENT AGREEMENT (the “**Memorandum**”), is made as of this 4th day of February, 2021 (the “**Effective Date**”), by and between Bryant Mountain MW LLC, a Delaware limited liability company, with an address at c/o WPD Wind Projects Inc., 205 SE Spokane St., Suite 300, Portland, OR 97202, (“**Bryant**”) and Hecate Energy Bonanza LLC, a Delaware limited liability company (“**Hecate**”), with an address at 621 W. Randolph St., Suite 200, Chicago, IL 60661, Attn: Chief Operating Officer. Bryant and Hecate are each referred to individually as a “**Party**” and are referred to collectively as the “**Parties**”.

1. Pursuant to that certain Wind Energy Lease dated effective as of August 2 2019 and to that certain First Amendment to Wind Energy Lease dated effective as of April 21, 2020, by and between Green Diamond Resource Company, a Washington corporation (“**Green Diamond**”) and Bryant, memoranda of which were recorded, respectively, on August 16, 2019 as Document No. 2019-009399 and on October 13, 2020 as Document No. 2020-013128 in the land records of Klamath County, Oregon (collectively, the “**Lease**”), Bryant leases from Green Diamond certain real property located in Klamath County, Oregon, as more particularly described in the Lease (the “**Property**”). Bryant intends to use the Property in the development of the Bryant Mountain Energy Project.

2. Hecate desires to obtain from Green Diamond an easement (the “**Easement Agreement**”) pursuant to an Option Agreement for Right of Way Easement substantially in the form attached to the Consent (as defined below) (the “**Option for Easement Agreement**”) for a right-of-way on, over, through and across a portion of the Property (the “**Target Easement Area**”), as described in attached Exhibit B and to be described in Exhibit A to the Option for Easement Agreement, for the benefit of the energy project being developed by Hecate on the property generally described on attached Exhibit C (together with any successor project that uses all or any portion of the Target Easement Area, the “**Bonanza Project**”).

3. Bryant is willing to consent to the Easement Agreement on the terms and conditions set forth in the Consent to Easement Agreement (the “**Consent**”).

4. The covenants set forth in this Consent are covenants running with each Party's interest in the Property, the Target Easement Area and the Bonanza Project. The terms and conditions of this Consent shall bind each Party's successors and assigns.

5. The purpose of this Memorandum is to give notice of the rights and obligations of each party under the Consent. Reference is hereby made to the Consent for a full description of the such terms and conditions. If any of the terms and provisions of this Memorandum conflict with the terms and provisions of the Consent, the terms and provisions of the Consent shall control. The Parties may be contacted at the addresses set forth above for further information.

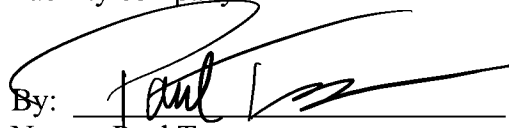
6. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[Signature Page Follows This Page]

IN WITNESS WHEREOF, Owner and Hecate have caused this Memorandum of Consent to Easement Agreement to be executed as of the date first above written.

HECATE:

Hecate Energy Bonanza LLC, a Delaware Limited liability company

By: 

Name: Paul Turner

Title: Authorized Representative

BRYANT:

BRYANT MOUNTAIN MW LLC,
a Delaware limited liability company

By: WPD Wind Projects Inc., a
Delaware corporation
Its: Member

By: _____
Jeffrey Wagner
President

[Acknowledgment Pages Follow this Page]

IN WITNESS WHEREOF, Owner and Hecate have caused this Memorandum of Consent to Easement Agreement to be executed as of the date first above written.

HECATE:

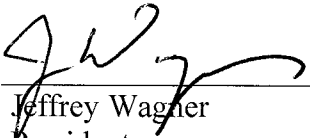
Hecate Energy Bonanza LLC, a Delaware Limited liability company

By: _____
Name: _____
Title: _____

BRYANT:

BRYANT MOUNTAIN MW LLC,
a Delaware limited liability company

By: WPD Wind Projects Inc., a
Delaware corporation
Its: Member

By: 
Jeffrey Wagner
President

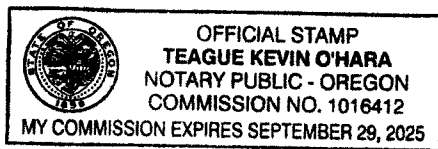
[Acknowledgment Pages Follow this Page]

STATE OF Oregon
COUNTY OF Multnomah

JW ²² The foregoing instrument was acknowledged before me this 4th day of February,
2021, by Jeffrey Wagner, as President of **WPD Wind Projects Inc.**, a Delaware corporation, on
behalf of the corporation. Such person did not take an oath and: *(notary must check applicable
box)*

- ☐ is/are personally known to me.
☒ produced a current Oregon driver's license as identification.
☐ produced _____ as identification.

{Notary Seal must be affixed}



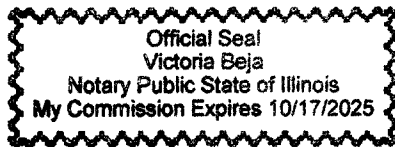
Teague O'Hara
Signature of Notary
Teague O'Hara
Name of Notary (Typed, Printed or Stamped)
Commission Number (if not legible on seal): _____
My Commission Expires (if not legible on seal): _____

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 4th day of February, 2021, by Paul Turner, as Authorized Rep. of **Hecate Energy Bonanza LLC**, a Delaware limited liability company, on behalf of the company. Such person did not take an oath and: *(notary must check applicable box)*

- ☒ is/are personally known to me.
☐ produced a current _____ driver's license as identification.
☐ produced _____ as identification.

{Notary Seal must be affixed}



Victoria Beja
Signature of Notary
Victoria Beja
Name of Notary (Typed, Printed or Stamped)
Commission Number (if not legible on seal): _____
My Commission Expires (if not legible on seal): 10/17/2025

Exhibit A

[Intentionally Omitted from this Memorandum]

Exhibit B

Target Easement Area

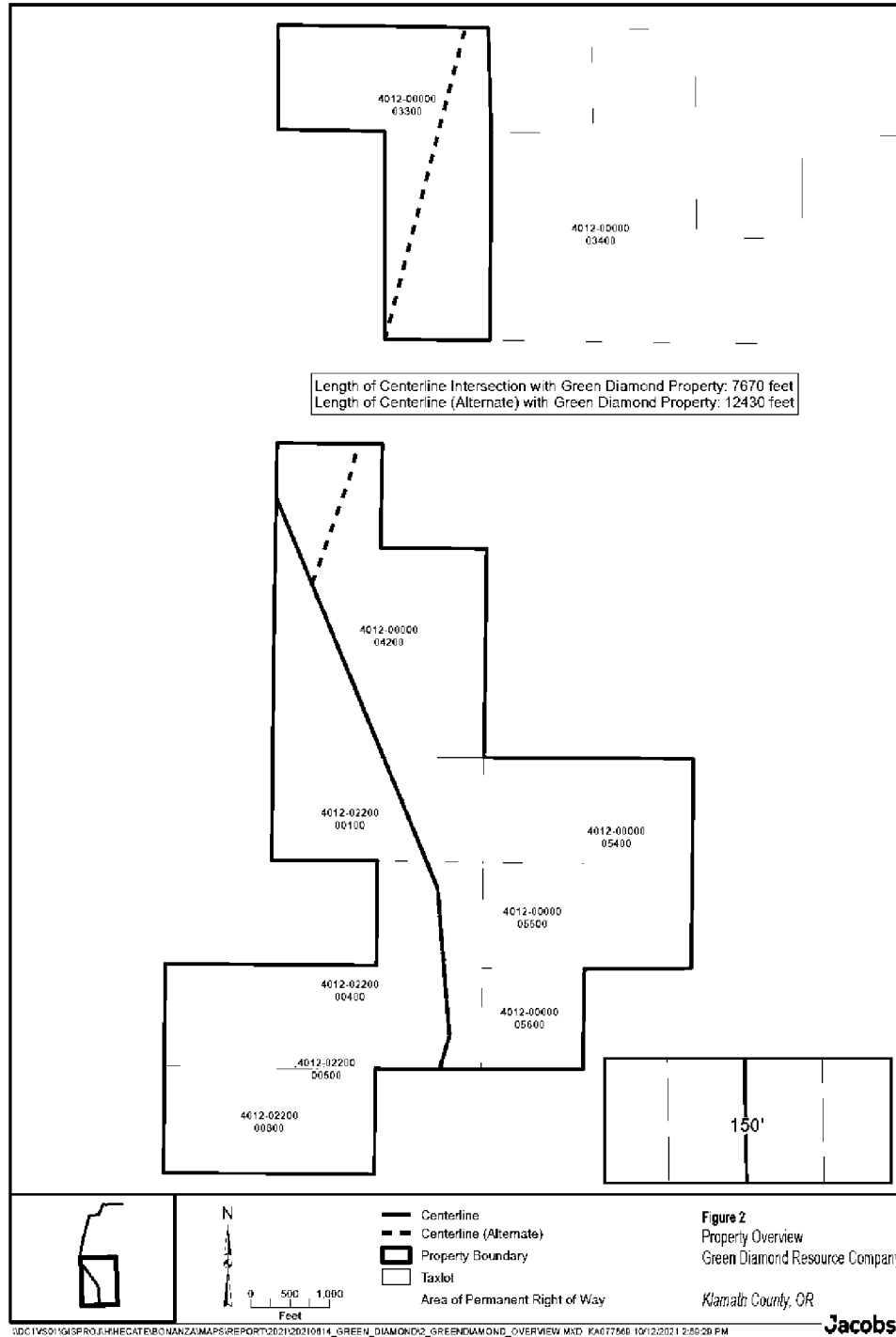


Exhibit C

Bonanza Project

The Bonanza Project is expected to be located in Klamath County, Oregon, as substantially depicted below with facilities encompassing portions of Sections 13, 23, 24, 25, 26, 33 and 24, Township 39 South, Range 11 East and Sections 17, 18, 19 and 20, Township 39 South, Range 12 East and Sections 3, 4, 9, 10, 15, 22 and 23, Township 40 South, Range 12 East. In the event the actual location of the Bonanza Project differs from the below depiction, such location(s) shall be in substitution for the below and shall constitute the Bonanza Project.

