

FILED

Aug 16 2024 EP
PEGGY HOLINGA-KATONA
LAKE COUNTY AUDITOR

After Recording Return To:

Husch Blackwell LLP
Attn: Tina Chamblee
4801 Main Street, Suite 1000
Kansas City, MO 64112

MEMORANDUM OF REAL ESTATE PURCHASE OPTION AGREEMENT

THIS MEMORANDUM OF REAL ESTATE PURCHASE OPTION AGREEMENT (“**Memorandum**”) is entered into this 14th day of August, 2024, by and between Eagle Rock Land Company, LLC, an Indiana limited liability company (“**Owner**”), with an address of 4203 E. 173rd Ave., Hebron, IN 46341, and Longspur Energy Storage LLC, a Delaware limited liability company (“**Developer**”), with an address of 412 W 15th Street, 15th Floor, New York, NY 10011. Owner and Developer are referred to individually as “**Party**” and are collectively referred to as “**Parties**”. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Option Agreement (as defined below).

1. The Parties entered into that certain Real Estate Purchase Option Agreement (“**Option Agreement**”) dated August 14, 2024 (“**Effective Date**”), whereby Owner granted to Developer an irrevocable, exclusive and absolute right and option to purchase the Premises, together with all easements, rights, rights-of-way and appurtenances thereto, subject to the terms and conditions of the Option Agreement.
2. Legal Description of Premises: See attached Exhibit A.
3. Term: Commencing on the Effective Date and ending on the third anniversary of the Effective Date.

The purpose of this Memorandum is to give record notice of the Option Agreement and of the rights created thereby, all of which are hereby confirmed. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way to modify or otherwise affect any of the terms and conditions of the Option Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Option Agreement and is subject to the terms, provisions and conditions of the Option Agreement. In the event of any inconsistency between the terms of the Option Agreement and this Memorandum, the terms of the Option Agreement shall prevail. The rights and obligations set forth herein shall be binding upon

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and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns.

[Signatures and acknowledgments follow]

Property of Lake County Recorder

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IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first written above.

OWNER:

Eagle Rock Land Company, LLC
an Indiana limited liability company

By: Eagle Rock Land Company, LLC
Name: Susan J. Hayden Susan J. Hayden
Title: member

STATE OF INDIANA)

) SS:

COUNTY OF LAKE)

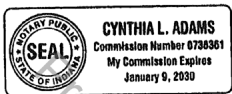
On this 15 day of JULY in the year 2024, before the undersigned, a Notary Public in and for said state, personally appeared SUSAN HAYDEN, MEMBER of Eagle Rock Land Company, an Indiana limited liability company known to me to be the person who executed the within First Amended Memorandum on behalf of said limited liability

Developer's Signature Page of Memorandum of Purchase Option

[Longspur - Eagle Rock Land Co (Purchase Option)]

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company and acknowledged to me that (he/she) executed the same for the purposes therein stated.



Cynthia L. Adams

Name: CYNTHIA L. ADAMS

County of Residence LAKE

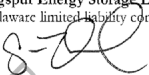
My Commission Expires: 01/09/2030

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IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first written above.

DEVELOPER:

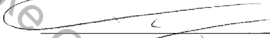
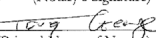
Longspur Energy Storage LLC
a Delaware limited liability company

By: 
Name: Sean Toland
Title: Associate Partner

STATE OF New York)
COUNTY OF New York) SS:


This instrument was acknowledged before me on August 14th, 2024 by Sean Toland, as Associate Partner of Longspur Energy Storage LLC, a Delaware limited liability company.



 (Notary's Signature)

(Printed Name of Notary)
Notary Public, State of New York, County of New York
My commission expires 02/15/2027
Acting in the County of New York

This instrument was prepared by Brian Chan, Husch Blackwell LLP.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.


(Signature of Preparer)
Brian Chan
(Printed name of Preparer)

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Exhibit A

Premises

The approximately 10-acre portion of the following described Premises as generally depicted below:

The Northeast Quarter of Section 25, Township 33 North Range 8 West of the Second Principal Meridian, in Lake County, Indiana, except the East 30 acres thereof.

Excepting therefrom:

A tract of Land deeded to the State of Indiana on December 3, 2004 as Document Number 2004 101683 and described in said deed as follows:

A part of the Northeast Quarter of Section 25, Township 33 North, Range 8 West, Lake County, Indiana, and being all that part of the grantor's land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked as EXHIBIT "B", described as follows: Commencing at the northwest corner of said quarter section; thence South 00 degrees 18 minutes 33 seconds East 30.00 feet along the west line of said quarter-section to point #21 on said plat, which point is on the south boundary of S.R. 2 and the point of beginning of this description: thence North 89 degrees 40 minutes 20 seconds East 1,195.00 feet along the boundary of said S.R. 2 to point #38 on said plat; thence South 82 degrees 49 minutes 47 seconds West 251.79 feet to point #37 on said plat; thence South 89 degrees 40 minutes 21 seconds West 300.00 feet to point #36 on said plat; thence South 72 degrees 58 minutes 23 seconds West 52.20 feet to point #35 on said plat; thence North 87 degrees 08 minutes 52 seconds West 450.69 feet to point #34 on said plat; thence South 89 degrees 40 minutes 21 seconds West 100.00 feet to point #33 on said plat; thence North 66 degrees 22 minutes 11 seconds West 49.25 feet to the point of beginning and containing 0.728 acres, more or less.

and also Excepting therefrom:

A tract of Land deeded to the State of Indiana on March 17, 2011 as Document Number 2011 016157 and described in said deed as follows:

A part of the Northeast Quarter of Section 25, Township 33 North, Range 8 West, Lake County, Indiana, and being that part of the grantors' land lying within the right-of-way lines depicted on the attached Right-of-way Parcel Plat, marked EXHIBIT "B", described as follows: Commencing at the northwest corner of said quarter section and the northwest corner of the grantors' land designated as point "301" on said Parcel Plat; thence South 1 degree 06 minutes 23 seconds East 37.95 feet along the west line of said quarter section and the west line of the grantors' land to the south boundary of State Road 2 and the POINT OF BEGINNING of this description: thence South 66 degrees 32 minutes 41 seconds East 49.64 feet along the boundary of said State Road 2; thence North 89 degrees 41 minutes 43 seconds East 100.00 feet along said boundary; thence South 87 degrees 07 minutes 30 seconds East 152.57 feet along said boundary to the point designated "3043" on said Parcel Plat; thence North 89 degrees 49 minutes 58 seconds West 297.41 feet to the west line of said quarter section and said west line of the grantors' land; thence North 1 degree 06 minutes 23 seconds West 26.02 feet along said west lines to the POINT OF BEGINNING and containing 0.045 acres, more or less.

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ALSO, A parcel of land in the Northwest Quarter of Section 25, Township 33 North, Range 8 West, more particularly described as commencing at the Southeast corner of said Northwest Quarter of said Section 25, and running thence North 60 rods, more or less, to the center line of the ditch as now located; thence Southwesterly along the center line of said ditch as now located to the South line of said Northwest Quarter of said Section 25; thence East along said South line 40 Rods, more or less to the point of beginning.



Tax ID No: 45-20-25-200-006.000-012 (part of)