

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Balanced Rock Power, LLC
310 E 100 S
Moab, Utah 84532
Attention: Kelly Packard
Project: Eureka

EUREKA COUNTY, NV **2024-253291**
Rec:\$37.00
\$37.00 Pgs=7 11/04/2024 11:18 AM
BALANCED ROCK POWER, LLC
KATHERINE J. BOWLING, CLERK RECORDER

(Space above this line for Recorder's use only)

**MEMORANDUM OF
PURCHASE OPTION AGREEMENT FOR REAL ESTATE**

THIS MEMORANDUM OF PURCHASE OPTION AGREEMENT FOR REAL ESTATE ("Memorandum") is made and entered into October 31, 2024, CONLEY LAND & LIVESTOCK, LLC, a Nevada limited liability company ("Seller"), and BRP Sandstone 3, LLC, a Delaware limited liability company ("Buyer" and together with Seller, the "Parties", and each, individually, a "Party").

A. The Parties have entered into a Purchase Option Agreement for Real Estate (the "Agreement") dated November 1, 2024 (the "Effective Date"), which by its terms grants to Buyer an option to purchase a portion of certain real property, which is more particularly described in Exhibit A attached to this Memorandum and incorporated by this reference (the "Property").

B. Buyer and Seller desire to enter into this Memorandum which is to be recorded in order that third parties may have notice of the interests of Buyer in the Property and of the existence of the option to purchase and rights granted to Buyer in the Property as part of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Option to Purchase. Pursuant to the Agreement, Seller irrevocably grants to Buyer the exclusive right and option to purchase the Property from Seller (the "Option").

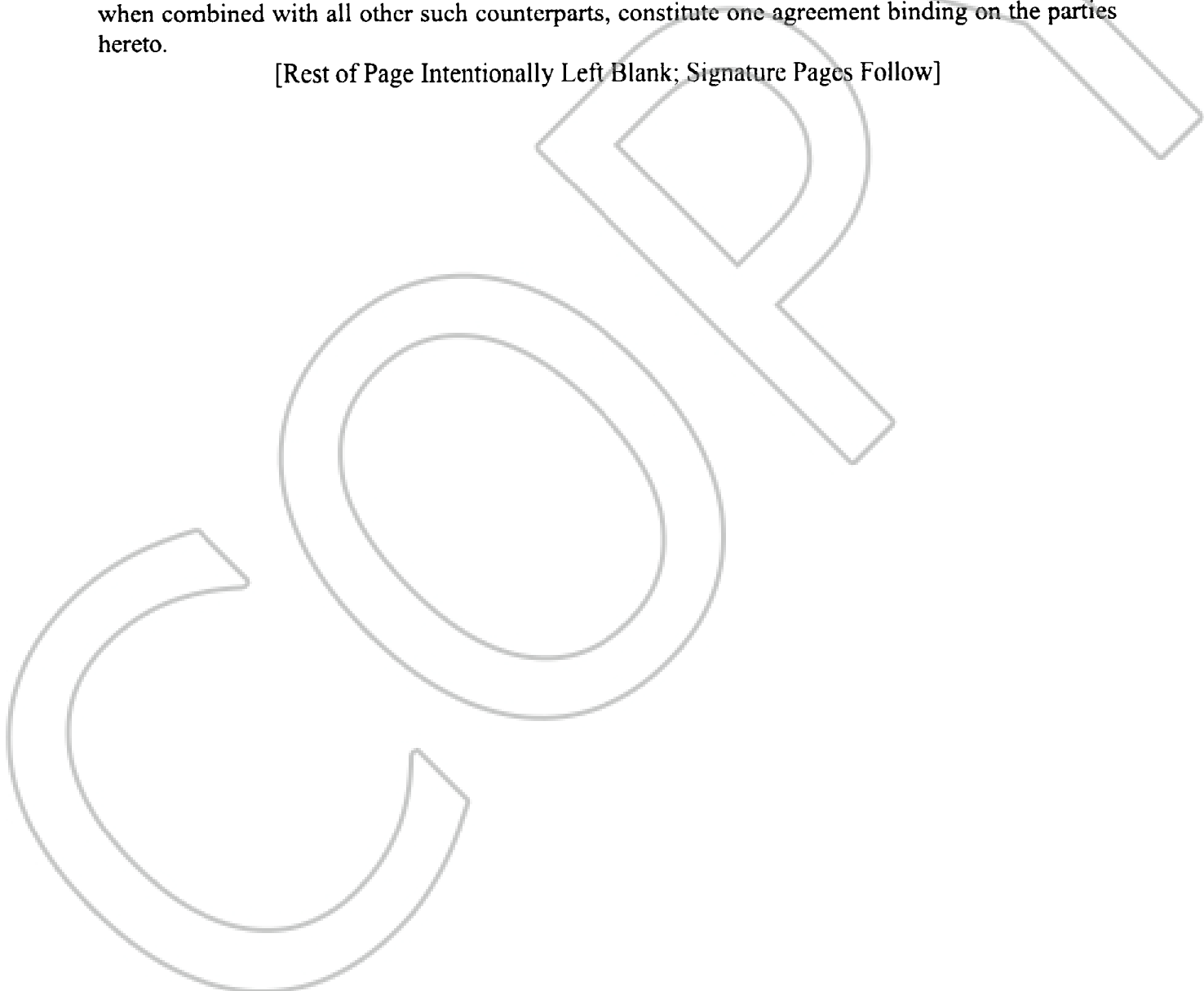
2. Term. The Option Period commences on the Effective Date and continues until three (3) months after the Effective Date, but which period may be further extended by Buyer in its sole discretion in accordance with the terms specified in the Agreement (the "Option Period").

3. Successors and Assigns. The Agreement and rights granted to the Buyer therein will burden the Property and will run with the land. 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.

4. Conflict of Provisions. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Seller and Buyer executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Buyer's rights thereunder. All of the terms, conditions, provisions and covenants of the Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document. In the event of any inconsistency between this Memorandum and the Agreement, the terms of the Agreement shall control.

5. Counterparts. This Memorandum may be executed in any number of counterparts, each of which when executed and delivered shall be an original, and each such counterpart shall, when combined with all other such counterparts, constitute one agreement binding on the parties hereto.

[Rest of Page Intentionally Left Blank; Signature Pages Follow]



IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date set forth above.

BUYER:

BRP Sandstone 3, LLC
a Delaware limited liability company

By: *Dana Diller*
signed by: CB20B08C98E44F4...
Dana Diller, Chief Commercial Officer

STATE OF CO)
) ss.
COUNTY OF Douglas)

On 11/1/2024 before me, Brooke Flood, Notary Public, personally appeared Dana Diller personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

DocuSigned by:
Brooke Flood
0E7D329DCC64423...
(SEAL) Notary Public

BROOKE N FLOOD
NOTARY PUBLIC
STATE OF COLORADO
Notary ID: 20154001161
My Commission Expires 11/7/2027

SELLER:

CONLEY LAND & LIVESTOCK, LLC,
a Nevada limited liability company

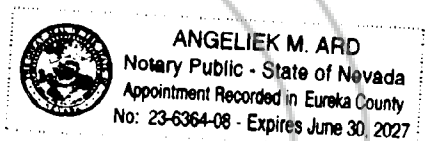
By: *Kenneth E. Conley*
Name: *KENNETH E. CONLEY*
Its: *Managing Member*

STATE OF *Nevada*)
) ss.
COUNTY OF *Eureka*)

On *October 31st 2024* before me, *Angeliek M. Ard* Notary Public, personally appeared *Kenneth E. Conley* personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Angeliek M. Ard
Witness my hand and official seal.

(SEAL) Notary Public



SELLER:

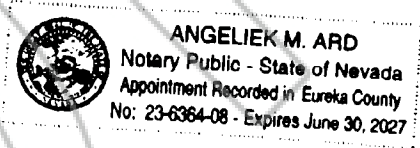
CONLEY LAND & LIVESTOCK, LLC,
a Nevada limited liability company

By: Beverly A. Conley
Name: Beverly A. Conley
Its: Manager Member

STATE OF Nevada)
) ss.
COUNTY OF Eureka)

On October 31st 2024 before me, Angeliek M. Ard, Notary Public, personally appeared Beverly A. Conley personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Angeliek M. Ard
Witness my hand and official seal.



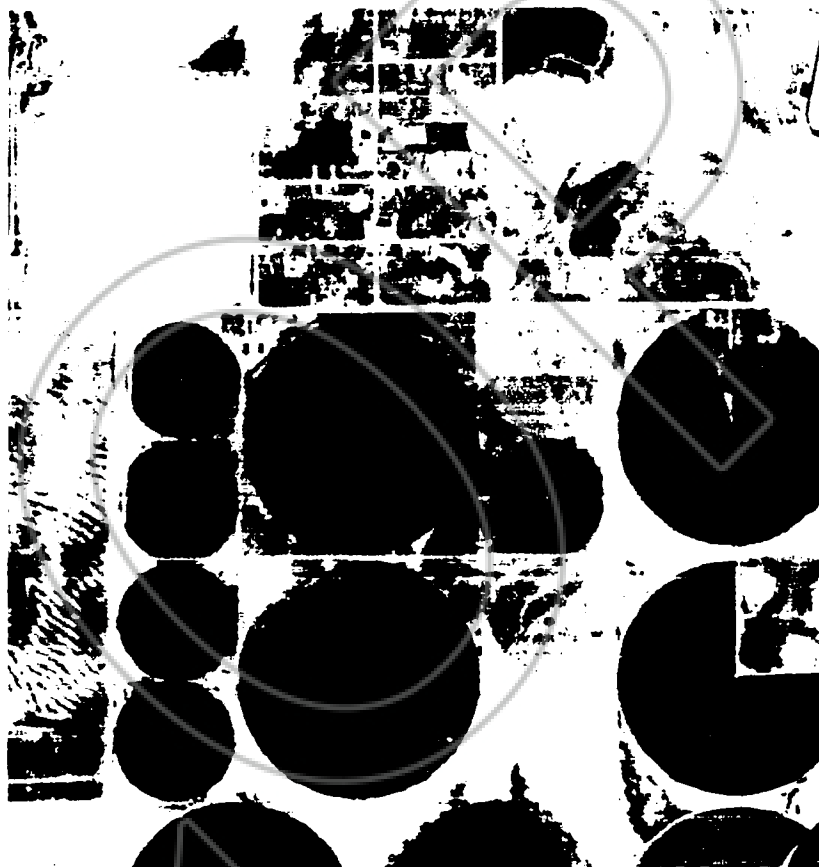
(SEAL) Notary Public

EXHIBIT A

Description of Option Property

The Option Property is all of the following tracts or parcels of land located in Eureka County, Nevada, consisting of approximately 287.82 acres, more particularly described as follows, which description will be replaced upon receipt of final survey:

Created from split of Parcel # 007-340-04
Primary new parcel is Parcel # 007-340-31
PARCEL 3 OF MAP FILE #0215927
Created from split of Parcel # 007-340-33
Parcel 3 of Map File #0226967



For the avoidance of doubt, the description of the Option Property subject to this Agreement does not include an approximately 12-acre portion on which Seller's residence is located, which section is generally described by the colored box below, and the legal description for which will be provided upon receipt of final survey.

