

After Recording, Return To:  
NorthWestern Energy  
Lands & Permitting Dept.  
11 E. Park Street  
Butte, MT 59701-1711

## EASEMENT MODIFICATION AGREEMENT

This Easement Modification Agreement (“Agreement”), dated the 1st day of November, 2022, is made and entered into by and between NorthWestern Corporation, a Delaware corporation, d/b/a NorthWestern Energy, of 11 East Park Street, Butte, Montana 59701-1711 (“*NorthWestern*”), and OsAir, Inc., an Ohio corporation with a principal place of business at 3659 S. Green Road, Suite 216 Beachwood, Ohio 44122 and the sole owner of the membership interests of Sleepy Hollow Oil & Gas, LLC, an Ohio limited liability company with a principal place of business at 3659 S. Green Road, Suite 216 Beachwood, Ohio 44122, by and through Eric Silver, solely in his capacity as the court-appointed Receiver for OsAir and not in his personal capacity, (“*Owner*”) and provides as follows:

### Recitals

1. Owner is the owner of certain real property, located in Fergus County, Montana, which is described as follows:

Township 21 North, Range 18 East, M.P.M.

Section 35: C.O.S. 938, Tract A, in the SE4NE4 & NE4NE4

(The “*Real Property*”)

2. NorthWestern is the holder of an easement for natural gas transportation and distribution pipelines and related appurtenances, affecting the Real Property, dated September 23, 2009 and recorded on September 24, 2009 as Document No. 098779 in the records of the Fergus County Clerk and Recorder (the “*Easement*”).
3. NorthWestern desires to clarify and further define its rights under the Easement, subject to the terms and conditions of this Agreement.

## Agreement

Now therefore, and in consideration of the sum of \$1.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NorthWestern and Owner agree as follows:

1. Metering Building and related equipment as part of Easement. The Metering Building, which is approximately 16'x30' and which is identified on Exhibit A attached hereto and made a part hereof, shall be considered a necessary appurtenance to the rights conveyed in the Easement. The Metering Building and the existing valves, equipment and other devices contained therein shall be a necessary part of the appurtenant rights held by NorthWestern under this Easement, as modified by this Agreement, in perpetuity.
2. Fenced Storage Area as part of Easement. NorthWestern shall have the right, under the Easement, to install a fenced storage area approximately 25'x50' in size with a locked gate in which to store certain equipment. This shall be an exclusive area to NorthWestern and is identified on Exhibit A attached hereto and made a part hereof. This storage area shall be a necessary part of the appurtenant rights held by NorthWestern under this Easement, as modified by this Agreement, in perpetuity.
3. Modifications. This Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and in conjunction with the underlying Easement referenced above contains the sole and entire agreement between the parties with respect to such subject matter. This Agreement may not be modified or terminated unless in writing signed by the party against whom the same is sought to be enforced.
4. Controlling Law. This Agreement shall be interpreted under and governed by the laws of the State of Montana, without regard to conflict of law rules.
5. Interpretation. This Agreement has been reviewed by both parties, each of whom has had the opportunity to consult with independent counsel regarding it and has done so to the extent that such party desired. No stricter construction or interpretation of the terms hereof shall be applied against either party as the drafter hereof.
6. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
7. Headings. The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

8. Certification. Owner represents that it is the sole owner of the Real Property, and has the right to enter into this Agreement. NorthWestern represents that it is the owner of the Easement, and has the right to enter into and perform this Agreement. Further, the individuals signing for the parties each hereby represent that they are duly authorized and empowered to execute this Agreement on behalf of the party for whom each signs, and that once signed that this will be binding on the parties hereto.
  
9. Effect. The Easement, as modified hereby, and the additional grants and agreements made by the parties shall run with the land and shall be binding on and shall inure to the benefit of the parties to this Agreement and their respective successors, assigns and permittees. Except as expressly set forth herein, the Easement remains unchanged and in all other respects any other easements held by NorthWestern which are not referenced herein remain unchanged.
  
10. Representations. Owner hereby represents that it holds title to the Real Property, as part of a receivership estate, and is fully able to convey the rights outlined in this Agreement to NorthWestern.

\* \* \* \* \*

Signatures and Notary Acknowledgements on Next Page

\* \* \* \* \*

**OWNER:**

Eric Silver, Receiver, on behalf of OsAir,  
Inc. and Sleepy Hollow Oil & Gas, LLC

By: \_\_\_\_\_

Eric Silver

Its: Receiver \_\_\_\_\_

STATE OF \_\_\_\_\_ )

)ss.

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Eric Silver,  
Receiver, on behalf of OsAir, Inc. and Sleepy Hollow Oil and Gas, LLC.

NOTARY SEAL

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Notary Public for the State of Ohio

My Commission Expires: \_\_\_\_\_

**NORTHWESTERN:**

NorthWestern Corporation d/b/a Northwestern Energy

By: \_\_\_\_\_

Its: CEO

STATE OF MONTANA)

)ss.

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2022,  
by Robert C. Rowe, as CEO of NorthWestern Corporation, a Delaware corporation, d/b/a  
NorthWestern Energy.

**NOTARY SEAL**

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Notary Public for the State of Montana

My Commission Expires: \_\_\_\_\_

Project: Sleepy Hollow Acquisition

Agent: R. Ishkanian

SAP No: 115303

QRM# \_\_\_\_\_

## Exhibit A

The following is made a part of that certain Easement Modification Agreement dated November 1, 2022 by and between NorthWestern Corporation, a Delaware corporation, d/b/a NorthWestern Energy, of 11 East Park Street, Butte, Montana 59701-1711 (“NorthWestern”), and OsAir, Inc., an Ohio corporation with a principal place of business at 3659 S. Green Road, Suite 216 Beachwood, Ohio 44122 and the sole owner of the membership interests of Sleepy Hollow Oil & Gas, LLC, an Ohio limited liability company with a principal place of business at 3659 S. Green Road, Suite 216 Beachwood, Ohio 44122, by and through Eric Silver, solely in his capacity as the court-appointed Receiver for OsAir, Inc. and not in his personal capacity, (“Owner”)

*All distances, areas and measurements shown below are approximate and not to scale*

