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FEES: \$21.00 SM AGREEMENT - LEGAL EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

## **Security Interest Agreement**

Accour	rt # <u>12929100 / 12924600</u>
Work (	Order #
Dece	curity Interest Agreement (hereinafter Agreement) made and entered into this day of, 20, by and between Powder River Energy Corporation, P.O. Box 930, Sundance, WY 82729,
	after PRECorp) and Golden Bungalow Properties, a Wyoming Limited Liability Company whose address is
	Main Street, Buffalo, Wyoming 82834 (hereinafter Member).
The abi	ove described entities are sometimes collectively referred to herein as the Parties and each individually as a Party.
	RECITALS
	WHEREAS, PRECorp is a Wyoming cooperative utility providing electricity in the counties of Sheridan, Johnson, Campbell, Crook and Weston; and
	WHEREAS, Member desires PRECorp provide electricity and service to Member on Member's property; and
	WHEREAS, PRECorp has an approved line extension policy on file with the Wyoming Public Service Commission; and
	WHEREAS, PRECorp's line extension policy requires all members who desire line extensions to sign a standard line extension agreement; and
	WHEREAS, members who finance a line extension over a period of 120 months are required to provide PRECorp with security, in one form or another; and
	WHEREAS, Member and PRECorp agree if Member should sell, transfer or hypothecate Member's interest in the property, benefited Member shall pay in full upon sale, transfer or hypothecation the amount due pursuant to the Application for Membership and Electric Service Agreement signed by Member or cause the new owner to assume the financial obligation owed to PRECorp; and
	WHEREAS, the parties desire to reduce their agreement to writing;
MAINT	ND IN CONSIDERATION OF THE MUTUAL COVENANTS, OBLIGATIONS AND PROMISES TO BE KEPT AND AINED BY AND BETWEEN THE PARTIES HERETO IT IS THEREFORE AGREED AS FOLLOWS:  Member authorizes PRECorp to file this executed Security Interest Agreement in the records of the Sheridan County Clerk.
2.	The property benefited by PRECorp's line extension to Member's property is as follows:  (SEE ATTACHED EXHIBIT A: LEGAL DESCRIPTION)
3.	Member agrees to make all payments due pursuant to the Application for Membership and Electric Service Agreement signed by Member and dated the day of December, 20 21.
4.	Member's using a 120 month term financing option shall be required to sign this agreement. Member agrees, if Member has signed an Application for Membership and Electric Service Agreement providing for repayment of line extension costs over a 120 month period, this Security Interest Agreement may be recorded and Member agrees upon sale or transfer of the above described real property, Member will pay in full the financial obligation owed to PRECorp or cause the new owner or assignee to assume the financial obligation originally entered into by



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the Member for whom the line was built, or in the alternative, shall require the new owner or assignee to enter into a new Security Interest Agreement with PRECorp. In the event Member fails to make payment in full or a new owner or assignee fails to assume the original obligation of Member herein, or enter into a new Application for Membership and Electric Service Agreement, Member agrees PRECorp shall have the right to remove the electric lines placed upon the above described real property or disconnect Member pursuant to PRECorp's disconnect policy.

- 5. The undersigned Member(s) represents that I/we are the sole owner(s) of the above described real property and there are no other individuals, entities or corporations holding or owing an interest in and to the above described real property except for a real estate mortgage.
- 6. By signing this Agreement I/we certify that I/we have read and understand the terms and conditions of this Agreement and agree to be bound by the terms and conditions contained herein.

IN WITNESS WHEREOF, Gra	antor has executed this Agreement as of the <u>15</u> day of , 20 <u>21</u> .
GRANTOR(S):	
	Print: Golden Bungalow Properties
	sign: Syffax Horish
	Tyffani Harbaugh as Managing Member

STATE OF WYOMING )

) ss.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

TONIA HANSON NOTANY PUBLIC COUNTY OF STATE OF WYOMING IN COMMISSION EXPIRES SEPTEMBER 16, 2020

**Notary Public** 

My Commission Expires:  $\frac{G}{16}$   $\frac{1}{2024}$ 

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IN WITNESS WHEREOF, Grantee has executed this Agreement as of the day of

,2021 **GRANTEE:** Print: Powder River Energy Corporation Its: <u>Representative</u> STATE OF WYOMING

\_ day of Declimater, 20 21, before me, the undersigned officer, On this the 3. , Representative for Powder River Energy Corporation, personally appeared known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that s/he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

CAMPBELL

HWEEG - NOTARY PUBLIC

My Commission Expires November 6, 2024

STATE OF

WYOMING

**Notary Public** 

My Commission Expires: Novembur 4, 2024



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## **EXHIBIT A**

## **LEGAL DESCRIPTION OF THE PROPERTY**

Township 57 North, Range 84 West, 6th P.M., Sheridan County Wyoming

Section 13: SE¼NW¼, S½ NE¼, N½ SE¼, Easement described as follows:

An easement 30 Feet in width, being 15 Feet on each side when measured at right angles to the following described line. Commencing at the East Quarter Corner of Section 13, T57N, R84W located at 44°54'56.949"N, 106°55'33.589"W, thence S87°45'7"W a distance of 4081 Feet, more or less, to the Point of Beginning; thence underground N72°50'46"E a distance of 156 Feet, more or less; thence N88°29'18"E a distance of 55 Feet, more or less; thence overhead N88°29'18"E a distance of 1080 Feet, more or less; thence S86°43'57"E a distance of 1251 Feet, more or less, thus to the ending point.