

2024-003900

Klamath County, Oregon

05/17/2024 10:37:02 AM

Fee: \$107.00

Memorandum of Option to Lease
After recording return to:

RWE Clean Energy Asset Holdings, Inc.
100 Summit Lake Drive, Suite 210
Valhalla, NY 10595

PID: **109055**
Project: **OR - PC Malin B**

Prepared by: Tonya Morgan
100 Summit Lake Drive, Suite 210
Valhalla, NY 10595

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MEMORANDUM OF OPTION TO LEASE

THIS MEMORANDUM OF OPTION TO LEASE (this "**Memorandum**"), dated as of April 10th, 2024 (the "**Effective Date**"), is entered into by and between Hosie Husodo having an address of 21173 Harpold Rd., Malin, OR 97632 ("**Lessor**"), and RWE CLEAN ENERGY ASSET HOLDINGS, INC., a New York corporation ("**Lessee**").

RECITALS

A. Lessor and Lessee entered into that certain Option for the Lease of Land, dated as of April 10th, 2024 (the "**Option Effective Date**") (as it may be amended from time to time, the "**Option Agreement**"), pursuant to which Lessor has granted to Lessee an option to lease (the "**Option**") certain real estate located in Klamath County, Oregon, more particularly described on Exhibit A attached hereto and made a part hereof (the "**Option Property**").

A. Lessor and Lessee (collectively, the "**Parties**") wish to give notice of the existence of such Option Agreement.

WITNESSETH:

IN CONSIDERATION of the good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. The Parties desire to enter into this Memorandum, which is to be recorded in order that any third parties may have notice of the interests of the Lessee in the Property and the existence of the Option Agreement.
2. Under the terms of the Option Agreement, unless Lessee has given notice of its election to exercise the Option in accordance with the terms of the Option Agreement, the Option shall expire on that date that twelve (12) months from the Option Effective Date unless Lessee has, prior to such date, elected to extend the term of the Option Agreement for four (4) additional twelve (12) month periods, subject to the terms of

the Option Agreement, in which event the Option shall expire on such later date (such date, as the same may be extended, the "**Option Expiration Date**").

3. This Memorandum shall automatically terminate and expire and be of no further force or effect on the earlier of (i) that date that is sixty (60) days after the occurrence of the Option Expiration Date, or (ii) the recordation of a notice of termination in the public records of the county in which the Option Property lies, executed by Lessee, without necessity of a joinder by Lessor, in which Lessee certifies that the Option with respect to the Option Property has terminated (the "**Option Release Date**"). Until the occurrence of the Option Release Date, Lessor shall not convey, mortgage, pledge, create a security interest in, lease, grant any interest in, or otherwise encumber any or all of the Option Property without Lessee's written consent.
4. The Option Agreement and the rights granted to Lessee therein shall burden and run with the title to the Property. The Option Agreement shall inure to the benefit of and be binding upon the Lessor and Lessee and, to the extent provided in any assignment or other transfer under the Option Agreement, any assignee of Lessor or Lessee and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
5. All of the terms, conditions, provisions and covenants of the Option Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Option Agreement and this Memorandum shall be deemed to constitute a single instrument or document. This Memorandum is not intended to modify any term, provision or condition of the Option Agreement, and to the extent of any conflict between this Memorandum and the Option Agreement, the Option Agreement will control. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Option Agreement.
6. This Memorandum may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument.

[Signatures begin on following page]

IN WITNESS WHEREOF, Lessor and Lessee have executed and delivered this Memorandum as of the Effective Date.

LESSOR:

By: 
Hosie Husodo

Date: 4/10/24

STATE OF _____)
COUNTY OF _____) ss

On this _____ day of _____, 2024, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared _____ proved to me on the basis of satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed such document voluntarily for its stated purpose (as Lessor).

WITNESS my hand and official seal.

See Attached Certificate
Notary Public

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

S.S.

On April 10, 2024 before me, Jorell Marsh, Notary Public

personally appeared Hosie Oliver Husodo

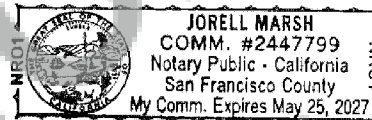
O

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jorell Marsh



OPTIONAL INFORMATION

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Memorandum of Option to Lease containing 3 pages, and dated 4/10/2024.

The signer(s) capacity or authority is/are as:

☒ Individual(s)

☐ Attorney-in-fact

☐ Corporate Officer(s)

☐ Guardian/Conservator

☐ Partner - Limited/General

☐ Trustee(s)

☐ Other:

representing: _____

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # 8 Entry # 5

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

OR - Milan B (MOLO)

LESSEE:

RWE Clean Energy Asset Holdings, Inc.

By: T. Sweeney
Thomas Sweeney
Senior Vice President, Distributed Clean Energy

STATE OF COLORADO)
COUNTY OF Boulder) ss Boulder

On this 15th day of April, 2024, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared Thomas Sweeney proved to me on the basis of satisfactory evidence of identification, which were a Colorado driver license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed such document voluntarily on behalf of RWE Clean Energy Asset Holdings, Inc., for its stated purpose (as Lessee).

WITNESS my hand and official seal.

Scott Barker
Notary Public
My commission expires Jan 04 2028

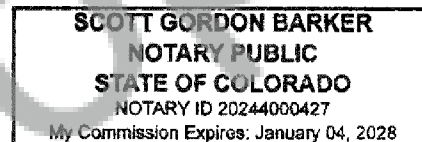


EXHIBIT A

OPTION PROPERTY

PARCEL ID: 109055

Grantee(s), the following described real property in the County of Klamath and State of Oregon free of encumbrances except as specifically set forth herein:

The N1/2 NW1/4 of Section 8, Township 41 South, Range 12 East of the Willamette Meridian, lying North of the U.S.R.S. Canal in Section 8, in the County of Klamath, State of Oregon.

SAVING AND EXCEPTING that portion more particularly described as follows:

Beginning at the Northwest corner of said Section 8, which lies on the centerline of Harpold Road, according to Survey #1521 as filed in the office of the County Surveyor; thence Easterly along the North line of said Section 8 to the Northeast corner of the NW1/4 of said Section 8, said point being a fence corner according to Survey #1521; thence South 00°01' East along a fence 264 feet; thence Westerly parallel to said North line to the West line of said Section 8, said West line being the centerline of Harpold Road; thence North along said West line and the centerline of Harpold Road, 264 feet to the point of beginning.