

MEMORANDUM OF OPTION TO LEASE

After recording return to:
RWE Clean Energy Asset Holdings, Inc.
100 Summit Lake Drive, Suite 210
Valhalla, NY 10595
Attn: Tonya Morgan

PID: 249635 and 249644
Project: OR – PC Chiloquin D

Prepared by: Tonya Morgan
RWE Clean Energy Asset Holdings, Inc.
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 June 25, 2024 (the “**Effective Date**”), is entered into by and between Henry and Gerald Wolff Ranch, Inc. having an address of PO Box 620, Chiloquin, OR 97624 (“**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 June 25, 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:

Henry and Gerald Wolff Ranch, Inc.

By: Cathy Briggs
Cathy Briggs, Secretary

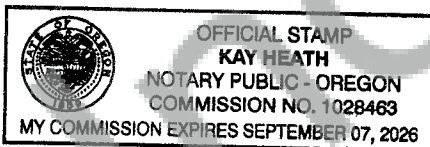
Date: 6-25-24

STATE OF Oregon

COUNTY OF Klamath) ss

On this 25 day of June, 2024, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared Cathy Briggs proved to me on the basis of satisfactory evidence of identification, which were ODL 1291106, 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 Landlord).

WITNESS my hand and official seal.



Kay Heath
Notary Public

LESSEE:

RWE Clean Energy Asset Holdings, Inc.

By: 
Thomas Sweeney
Senior Vice President, Distributed Clean Energy

STATE OF COLORADO)
) ss BOULDER
COUNTY OF BOULDER)

On this 15th day of July, 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 CO driver's 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.


Notary Public

Expiration of Commission: Dec. 28, 2025

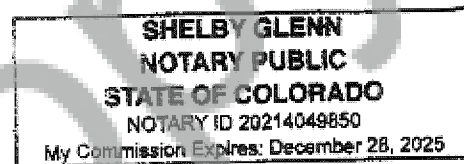


EXHIBIT A

OPTION PROPERTY

PID: 249635 AND 249644

16446

PARCEL 1.

The SE 1/4 of Sec. 1, Twp. 35 S., R. 8 EWM

PARCEL 2.

NE 1/4, Sec. 1, Twp. 35 S., R. 8, EWM

PARCEL 3.

Twp. 35 S., R. 8 EWM, Sec. 3, Lot 4,
SW 1/4 NW 1/4, W 1/2, SW 1/4.

PARCEL 4.

Twp. 35 S., R. 8, EWM, Sec. 3, Lot 4
SW 1/4 NW 1/4, W 1/2, SW 1/4

PARCEL 5.

W 1/2 NE 1/4 NW 1/4 of Section 32, Twp. 30 S.,
Range 8, EWM

PARCEL 6.

NE 1/4 of NE 1/4 Section 9, and NW 1/4 NW 1/4,
Section 10, Twp. 35 S., Range 8, EWM.

PARCEL 7.

Twp 34 S., Range 8, EWM
Section 36, SE 1/4

PARCEL 8.

Twp. 35S., Range 7, EWM
Sec. 17, Lots 22, 27, and 30

PARCEL 9.

All of Lots 26, 27, 24 and 25, in Sec. 18, Twp 35 S.,
Range 7, EWM, lying East of the centerline of the old
Dalles-California Highway, and that portion of said
Lot 25 which is bounded on the South by a line parallel
to and 40 feet North of the South Boundary line of said
lot; and the West by Agency Lake; on the North by a line
parallel to and 90 feet North of said boundary line of
said lot, and on the East by the centerline of said old
Dalles-California Highway.

PARCEL 10.

Lots 20, 21, 28 and 29, Section 17, Lots 17, 18, 21
and 22 in Section 18; all in Twp. 35 S., Range 7, EWM

PARCEL 11.

An undivided $1/36$ interest in and to the NW $\frac{1}{4}$ of Section 9, T. 35 S., R. 7 E.W.M.

PARCEL 12.

An undivided $1/36$ interest in and to the NW $\frac{1}{4}$ of Section 9, T. 35 S., R. 7 E.W.M.

PARCEL 13.

An undivided $6/36$ interest in and to the NW $\frac{1}{4}$ of Section 9, T. 35 S., R. 7 E.W.M.

PARCEL 14.

An undivided four thirty-sixths ($4/36$) interest in Government Lots No. 3, 4, 5, 6, 11, 12, 13 and 14 (NW $\frac{1}{4}$), Section 9, Township 35 S., Range 7, E.W.M., and

The SW $\frac{1}{4}$ of Section 25, Township 34 S., Range 8, E.W.M.

PARCEL 15.

An undivided $6/36$ interest in and to the NW $\frac{1}{4}$ of Section 9, T. 35 S., R. 7 E.W.M.

PARCEL 16.

A parcel of land being all that portion of Lot 21, Section 29, T. 35 S., R. 7 E.W.M., Klamath County, Oregon, lying West of United States Bureau of Indian Affairs irrigation canal, more particularly described by metes and bounds as follows:

Beginning at a $1/2$ " iron pipe being the Southwest corner of said Lot 21; thence North 660.7 feet along the West boundary of said Lot 21; thence N. $89^{\circ}48'$ E., 996.0 feet along the north boundary of said Lot 21; thence S. $37^{\circ}56'$ W., 836.0 feet along the West boundary of said irrigation canal right-of-way; thence S. $89^{\circ}26'$ W., 482.0 feet along the South boundary of said Lot 21 to the Southwest corner of said Lot 21 and point of beginning, together with rights of way and easements appurtenant thereto.