

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: 352380  
Project: OR – PC Chiloquin A

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 September 13, 2024 (the "**Effective Date**"), is entered into by and between Rick S. Herson and Julia Herson, Trustees of the Herson Living Trust U/T/D 09/22/2011, having an address of 2162 Washington St., Eugene, OR 97401 and Paco and Emily Herson, having an address of 10549 Churchill Dr., Powell, OH 43065 ("**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 November 22, 2023 - 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**").

B. 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:**

**Rick S. Herson and Julia Herson, Trustees of the Herson Living Trust U/T/D 09/22/2011**

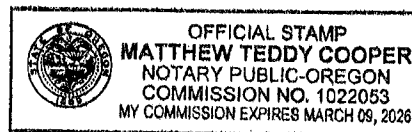
By: Rick Herson  
Rick S. Herson, Trustee

By: Julia Herson  
Julia Herson, Trustee

Date: 09/13/2024

Date: \_\_\_\_\_

STATE OF OREGON )  
COUNTY OF LANE ) ss



On this 13 day of SEPTEMBER, 2024, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared RICK HERSON proved to me on the basis of satisfactory evidence of identification, which were TRUSTEE, 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.

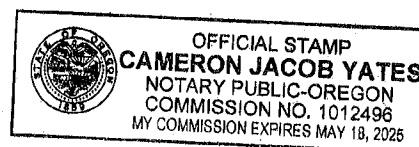
Matthew Teddy Cooper  
Notary Public

STATE OF Oregon )  
COUNTY OF Lane ) ss

On this 13<sup>th</sup> day of September, 2024, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared Julia Herson proved to me on the basis of satisfactory evidence of identification, which were 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 for its stated purpose (as Landlord).

WITNESS my hand and official seal.

C. Yates  
Notary Public



LESSOR (cont'd.):

Rick S. Herson and Julia Herson, Trustees of the Herson Living Trust U/T/D 09/22/2011

By: Paco Herson  
Paco Herson

By: Emily Herson  
Emily Herson

Date: 10/2/24

Date: 10/2/2024

STATE OF Ohio  
COUNTY OF Delaware ) ss

On this 2nd day of October, 2024, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared Paco and Emily Herson proved to me on the basis of satisfactory evidence of identification, which were Drivers 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 for its stated purpose (as Landlord).

WITNESS my hand and official seal.

[Signature]  
Notary Public

STATE OF Ohio  
COUNTY OF Delaware ) ss



Camden Shirey  
Notary Public, State of Ohio  
My Commission Expires:  
September 08, 2029

On this 2nd day of October, 2024, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared Paco and Emily Herson proved to me on the basis of satisfactory evidence of identification, which were Drivers 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 for its stated purpose (as Landlord).

WITNESS my hand and official seal.

[Signature]  
Notary Public




Camden Shirey  
Notary Public, State of Ohio  
My Commission Expires:  
September 08, 2029

OR - Chiloquin A (MOLO)

**LESSEE:**

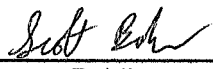
**RWE Clean Energy Asset Holdings, Inc.**

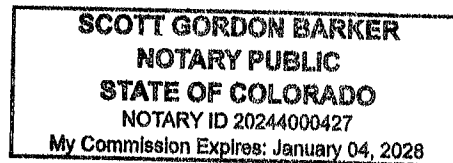
By:   
Thomas Sweeney  
Senior Vice President, Distributed Clean Energy

STATE OF COLORADO )  
COUNTY OF Boulder ) ss Boulder

On this 26th day of September, 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 DMV 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.

Expiration of Commission: January 4 2028   
Notary Public



**EXHIBIT A**

**OPTION PROPERTY**

**PARCEL ID: 352380**

The Land referred to herein below is situated in the County of Klamath, State of Oregon, and is described as follows:

GOVERNMENT LOTS 4, 5, 6, 7, 14, 15, 16 AND 17, SECTION 16, TOWNSHIP 35 SOUTH, RANGE 7, EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, EXCEPTING THEREFROM THAT PORTION LYING WITHIN STATE HIGHWAY NO. 62.