

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: R-3507-02900-00200-000, R-3507-029D0-00100-000
Project: OR – PC Chiloquin F

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 August 21, 2024 (the "**Effective Date**"), is entered into by and between The William Boyd Family Trust Dated November 22, 2016, having an address of 31625 River Bend Rd, 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 August 21, 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:

The William Boyd Trust Dated November 22, 2016

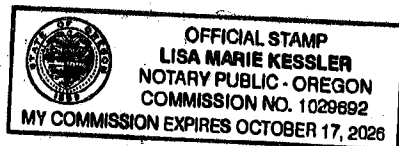
By: William Boyd
William Boyd, Trustee

Date: 8-21-24

STATE OF Oregon)
COUNTY OF Klamath) ss

On this 21 day of August, 2024, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared William Boyd proved to me on the basis of satisfactory evidence of identification, which were Oregon 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.



Lisa M. Kessler
Notary Public
Commission Expires
October 17, 2026

LESSEE:

RWE Clean Energy Asset Holdings, Inc.

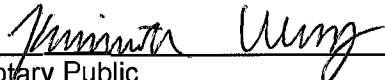
By: 
Thomas Sweeney
Senior Vice President, Distributed Clean Energy

STATE OF New York)
COUNTY OF Westchester) ss

On this 28 day of August, 2024, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared Thomas Sweeney approved to me on the basis of satisfactory evidence of identification, which were personally known, 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 Tenant).

WITNESS my hand and official seal.

Expiration of Commission: April 16, 2028


Notary Public

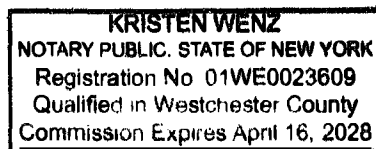


EXHIBIT A

OPTION PROPERTY

PID: R-3507-02900-00200-000, R-3507-029D0-00100-000

- WARRANTY DEED -

SS
TRANSFER William Boyd, Grantor, whose address is 31625 River Bend Road, Chiloquin OR 97624, conveys and warrants to the William Boyd Family Trust Dated *November 27* 2016, Grantee, the following described real property situated in Klamath County, Oregon, free of encumbrances except as specifically set forth herein: *SS*
William Boyd

Government Lots 8, 9, 16 and 17 in Section 29, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon

SUBJECT TO AND EXCEPTING: Liens, encumbrances of records and those apparent upon the land, and easements, assessments and obligations, if any for irrigation districts or associations.

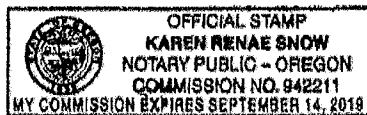
The true and actual consideration for this transfer is \$1.00 and other valuable consideration, as funding Grantor's Living Trust.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS, 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 22.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this *27th* day of *November* 2016.

William Boyd

Personally appeared before me this *27th* day of *November* 2016, the above named William Boyd and acknowledged the foregoing instrument to be his voluntary act and deed.



Karen Renae Snow
Notary Public for Oregon
My Commission expires: *9-14-2019*