

MEMORANDUM OF OPTION TO LEASE

After recording return to:
RWE Clean Energy Asset Holdings, Inc.
3405 W. Dr. Martin Luther King Jr. Blvd.
Tampa, FL 33607
Attn: Giovana Gaudioso

PID: **R-3911-00000-06900-000**
Project: **OR – PC Bonanza B**

Prepared by: Lara Johnson
RWE Clean Energy Asset Holdings, Inc.
3405 W. Dr. Martin Luther King Jr. Blvd.
Tampa, FL 33607

Space above this line for recorder's use

MEMORANDUM OF OPTION TO LEASE

THIS MEMORANDUM OF OPTION TO LEASE (this "**Memorandum**"), dated as of **December 2, 2024** (the "**Effective Date**"), is entered into by and between Steven E. Johnson and Dylan Johnson, having an address of 6583 W. Langell Valley Road, Bonanza, OR 97623 ("**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, 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:

By: Steven E. Johnson
Steven E. Johnson

By: Dylan Johnson
Dylan Johnson

Date: 12-2-24

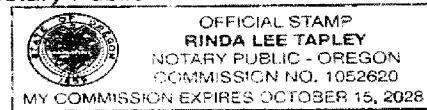
Date: 12-2-24

STATE OF Oregon)
COUNTY OF Clatsop) ss

On this 2nd day of December, 2024, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared Steven E. Johnson proved to me on the basis of satisfactory evidence of identification, which were Drivers Lic, 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.

Rinda Lee Tapley
Notary Public

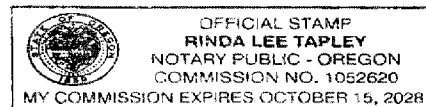


STATE OF Oregon)
COUNTY OF Clatsop) ss

On this 2nd day of December, 2024, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared Dylan Johnson proved to me on the basis of satisfactory evidence of identification, which were Drivers Lic, 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.

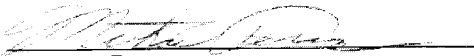
Rinda Lee Tapley
Notary Public



OR - Bonanza B (MOLO)

LESSEE:


RWE Clean Energy Asset Holdings, Inc.

By: 
Michael Perna
Senior Vice President, Distributed Clean Energy

STATE OF New York)
COUNTY OF Westchester) ss

On this 4th day of December, 2024, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared Michael Perna proved 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 Lessee).

WITNESS my hand and official seal.


Notary Public

Expiration of Commission: 10/16/28

LEAH CASTELLANO
Notary Public, State of New York
Reg. No. 01CA0029835
Qualified in Westchester County
Commission Expires 10/16/28

EXHIBIT A

OPTION PROPERTY

PARCEL ID: R-3911-00000-06900-000

PARCEL A:

UNSURVEYED PARCEL 1 OF "LAND PARTITION 6-20", BEING A REPLAT OF A PORTION OF PARCEL 1 OF "LAND PARTITION 1-16", SITUATED IN THE NE1/4 SE1/4 OF SECTION 22, THE SW1/4 AND SE1/4 OF SECTION 23, AND THE NW1/4 AND NE1/4 OF SECTION 26, TOWNSHIP 39 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SECTION CORNER COMMON TO SECTION 27, T39S, R11EWM AND SAID SECTION 22, 23 AND 26, THENCE N00°10'11"E 1333.55 FEET, MORE OR LESS, TO THE SOUTH 1/16 CORNER COMMON TO SAID SECTIONS 22 AND 23, THENCE WEST ALONG THE EAST-WEST CENTERLINE OF THE SE1/4 OF SAID SECTION 22 1220 FEET, MORE OR LESS, THENCE, LEAVING SAID EAST-WEST LINE, NORTH 100 FEET; THENCE WEST 166 FEET TO THE NORTH-SOUTH CENTERLINE OF THE SE1/4 OF SAID SECTION 22, THENCE NORTH, ALONG SAID CENTERLINE, 1220 FEET, MORE OR LESS, TO THE C-E 1/16 CORNER OF SAID SECTION 22, THENCE EAST 1320 FEET, MORE OR LESS, TO THE 1/4 CORNER COMMON TO SAID SECTIONS 22 AND 23, THENCE S89°56'10"E 3984.50 FEET TO THE C-E 1/16 CORNER OF SAID SECTION 23, THENCE S00°01'05"E, ALONG THE NORTH-SOUTH CENTERLINE OF THE SE1/4 OF SAID SECTION 23, 2085 FEET, MORE OR LESS, THENCE, LEAVING THE SAID NORTH-SOUTH LINE, S89°46'07"W 1704 FEET, MORE OR LESS, TO A POINT WHICH BEARS N75°52'07"E 2358.95 FEET FROM THE POINT OF BEGINNING; THENCE S15°55'01"E 819.20 FEET, THENCE S35°19'42"E 653.22 FEET; THENCE S74°18'05"W 2302 FEET, MORE OR LESS, THENCE N34°W 23 FEET, MORE OR LESS, THENCE N86°W 406 FEET; THENCE N08°E 1333 FEET, MORE OR LESS, TO THE SECTION LINE COMMON TO SAID SECTIONS 23 AND 26, THENCE WEST 441 FEET TO THE POINT OF BEGINNING, CONTAINING 297 ACRES, MORE OR LESS, WITH BEARINGS BASED ON THE PLAT OF "LAND PARTITION 6-20" ON FILE AT THE OFFICE OF THE KLAMATH COUNTY CLERK.

PARCEL B:

UNSURVEYED PARCEL 2 OF "LAND PARTITION 6-20", BEING A REPLAT OF A PORTION OF PARCEL 1 OF "LAND PARTITION 1-16", SITUATED IN THE SW1/4 AND SE1/4 OF SECTION 23, AND THE NW1/4 AND NE1/4 OF SECTION 26, TOWNSHIP 39 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS N75°52'07"E 2358.95 FEET FROM THE SECTION CORNER COMMON TO SECTIONS 22 AND 27, T39S, R11EWM AND SAID SECTIONS 23 AND 26; THENCE S15°55'01"E 819.20 FEET; THENCE S35°19'42"E 653.22 FEET; THENCE S74°18'05"W 2302 FEET, MORE OR LESS; THENCE S34°E 788 FEET, MORE OR LESS; THENCE S64°E 407 FEET; THENCE S56°E 810 FEET, MORE OR LESS, TO THE EAST-WEST CENTERLINE OF SECTION 26; THENCE EAST, ALONG THE SAID EAST-WEST LINE, 1000 FEET, MORE OR LESS, TO THE CENTERLINE OF WEST LANGFELL VALLEY ROAD, AND BEING ON THE BOUNDARY OF PARCEL 3 OF "LAND PARTITION 1-16"; THENCE, ALONG THE BOUNDARY OF SAID PARCEL 3 THE FOLLOWING COURSES, NORTHWEST, ALONG THE SAID CENTERLINE, 980 FEET, MORE OR LESS, LEAVING THE SAID CENTERLINE, N70°10'51"E 458.46 FEET AND N73°32'10"E 414.18 FEET TO A POINT ON THE BOUNDARY OF PARCEL 2 OF "LAND PARTITION 1-16"; THENCE, ALONG THE BOUNDARY OF SAID PARCEL 2 THE FOLLOWING COURSES, N70°11'58"E 268.13 FEET AND S19°05'52"E 200.72 FEET TO A POINT ON THE BOUNDARY OF SAID PARCEL 3 OF "LAND PARTITION 1-16"; THENCE, ALONG THE BOUNDARY OF SAID PARCEL 3, SOUTHEASTERLY 1779 FEET, MORE OR LESS, TO THE 1/4 CORNER COMMON TO SECTION 25, T39S, R11EWM, AND SAID SECTION 26; THENCE, LEAVING THE BOUNDARY OF SAID PARCEL 3, NORTH 1320 FEET, MORE OR LESS, TO THE NORTH 1/16 CORNER COMMON TO SAID SECTIONS 25 AND 26; THENCE WEST 1320 FEET, MORE OR LESS, TO THE NE1/16 CORNER OF SAID SECTION 26; THENCE NORTH 1320 FEET, MORE OR LESS, TO THE EAST 1/16 CORNER COMMON TO SAID SECTIONS 23 AND 26, THENCE N00°01'05"W, ALONG THE NORTH-SOUTH CENTERLINE OF THE SE1/4 OF SAID SECTION 23, 576 FEET, MORE OR LESS, TO A POINT FROM WHICH THE POINT OF BEGINNING BEARS N89°46'07"W, THENCE N89°46'07"W 1704 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 161 ACRES, MORE OR LESS, WITH BEARINGS BASED ON THE PLAT OF "LAND PARTITION 6-20" ON FILE AT THE OFFICE OF THE KLAMATH COUNTY CLERK.