

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: Giovana Guadoso

PID: R-3909-00700-00100-000, R-3909-00600-00300-000 and R-3909-00600-01200-000
Project: OR – PC Klamath Falls F

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

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MEMORANDUM OF OPTION TO LEASE

THIS MEMORANDUM OF OPTION TO LEASE (this "Memorandum"), dated as of February 3, 2024 (the "Effective Date"), is entered into by and between Christopher David Edlebeck aka Christopher David Edelbeck having an address of 2570 Tienda Place, Arroyo Grande, CA 93420 ("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 February 3, 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**”).

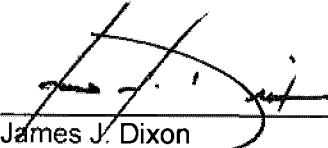
3. This Memorandum shall automatically terminate and expire and be of no further force or effect on the earlier of (i) that date that is sixty (60) days after the occurrence of the Option Expiration Date, or (ii) the recordation of a notice of termination in the public records of the county in which 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]

Witness to Christopher David Edlebeck aka Christopher David Edelbeck signature

LESSEE:


RWE Clean Energy Asset Holdings, Inc.

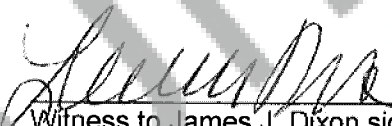
By: 
James J. Dixon
Senior Vice President and Chief Legal Officer

STATE OF NEW YORK)
) ss
COUNTY OF WESTCHESTER)

On this 14th day of February, 2024, before me, the undersigned notary public in and for said Commonwealth/State/personally appeared James J. Dixon proved to me on the basis of satisfactory evidence of identification, which is the signer being personally know to me 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


Witness to James J. Dixon signature

<p>ILEANA CORDOVA NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01CO6424575 Qualified in PUTNAM County Commission Expires NOVEMBER 01, 2025</p>
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EXHIBIT A

OPTION PROPERTY

PID: R-3909-00700-00100-000, R-3909-00600-00300-000 AND R-3909-00600-01200-000

Real property in the County of Klamath, State of Oregon, described as follows:

PARCEL I: TL 300

THE SOUTH 1/2 OF THE NORTHEAST 1/4; THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

EXCEPTING THEREFROM A STRIP OF LAND 20 FEET IN WIDTH, 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT WHICH IS SOUTH 0° 06' WEST, 135.7 FEET FROM THE EAST 1/4 CORNER OF SECTION 6, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON; THENCE NORTH 89° 54' WEST 60.0 FEET; THENCE SOUTH 0° 06' WEST, 180.0 FEET; THENCE NORTH 89° 54' WEST, 74.77 FEET TO THE EAST PROPERTY LINE OF THE OREGON WATER CORPORATION'S LINDLEY HILL RESERVOIR SITE.

ALSO EXCEPTING A TRACT OF LAND SITUATED IN THE NORTHEAST 1/4 SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 27° 22' 30" WEST 294.08 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 6; THENCE SOUTH 00° 06' 00" WEST, 208.71 FEET; THENCE NORTH 89° 54' 00" WEST 208.71; THENCE NORTH 00° 06' 00" EAST 208.71 FEET; THENCE SOUTH 89° 54' 00" 208.71 FEET TO THE POINT OF BEGINNING, WITH BEARINGS BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 BEING NORTH 00° 06' 00" EAST.

PARCEL II: T1S 1200 AND 100

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, AND THE NORTHEAST 1/4 NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON; BEGINNING AT A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 7 BEARS NORTH 69° 16' 04" EAST 1433.52 FEET; THENCE NORTH 89° 59' 49" WEST 42.56 FEET; THENCE NORTH 00° 00' 11" EAST 147.58 FEET; THENCE SOUTH 89° 59' 49" EAST 44.36 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7; THENCE ALONG SAID WEST LINE SOUTH 00° 42' 20" WEST 147.59 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THOSE PORTIONS THEREOF CONVEYED TO THE OREGON STATE HIGHWAY COMMISSION BY DEED RECORDED JUNE 21, 1956 IN VOLUME 284, PAGE 272, DEED RECORDS OF KLAMATH COUNTY, OREGON

AND BY DEED RECORDED SEPTEMBER 11, 1967, PAGE 7032, MICROFILM RECORDS OF KLAMATH COUNTY, OREGON.

DESCRIPTION OF THE LEASED PREMISES

Parcel ID:

R-3909-00700-00100-000, R-3909-00600-00300-000 and R-3909-00600-01200-000

OPTION AREA AND ANTICIPATED LEASE AREA

The Option Area consists of the area within the parcel boundaries, as depicted by the yellow lines and as shown in the image below. The Anticipated Lease Area shall be all or a portion of the Option Area outlined in yellow. Lessor agrees that the legal description of the Lease Area will be replaced with an actual metes and bound description upon completion of the system design and final survey.

