

**2025-003862**

**Klamath County, Oregon**

**05/22/2025 01:14:01 PM**

**Fee: \$107.00**

After recording return to:

RWE Clean Energy Asset Holdings, Inc.  
100 Summit Lake Drive, Suite 210  
Valhalla, NY 10595

PID: **585352**

Project: **OR – PC Klamath Falls E**

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 February 19, 2024 (the "**Effective Date**"), is entered into by and between The Allan F. Lowe Loving Trust and The Leslie H. Lowe Loving Trust having an address of 8880 Tingley Lane, Klamath Falls, OR 97603 ("**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 19, 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 Allan F. Lowe Loving Trust

By: Allan F. Lowe  
Allan F Lowe, Trustee

Date: 2-19-2024

The Leslie H. Lowe Loving Trust

By: Leslie H. Lowe ME  
Leslie H Lowe, Trustee

Date: 2-19-2024

STATE OF OREGON )

COUNTY OF Klamath ) ss

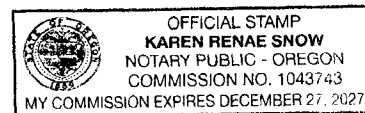
On this 19 day of February, 2024, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared Allan F. Lowe proved to me on the basis of satisfactory evidence of identification, which were ODL, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed such document voluntarily for its stated purpose (as Landlord).

WITNESS my hand and official seal.

Karen Renae Snow  
Notary Public

STATE OF OREGON )

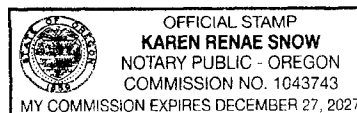
COUNTY OF Klamath ) ss



On this 19 day of February, 2024, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared Leslie H. Lowe proved to me on the basis of satisfactory evidence of identification, which were ODL, 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).

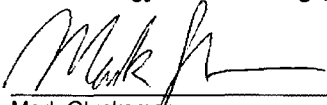
WITNESS my hand and official seal.

Karen Renae Snow  
Notary Public



**LESSEE:**

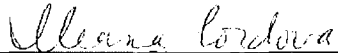
**RWE Clean Energy Asset Holdings, Inc.**

By:   
Mark Glucksmann  
Senior Vice President, Financial Services

STATE OF NEW YORK                    )  
  ) ss  
COUNTY OF WESTCHESTER        )

On this 28<sup>th</sup> day of February, 2024, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared Mark Glucksmann 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

<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: 585352**

**EXHIBIT A**

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

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 39 SOUTH,  
RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, EXCEPTING THEREFROM  
THAT PORTION CONVEYED FOR ROAD PURPOSES

## DESCRIPTION OF THE LEASED PREMISES

**Parcel ID: 585352**

### OPTION AREA AND ANTICIPATED LEASE AREA

The Option Area consists of the area within the parcel boundaries, as depicted by the blue lines and as shown in the image below. The Anticipated Lease Area shall be all or a portion of the Option Area outlined in blue. 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.

