

2025-003883

Klamath County, Oregon

05/23/2025 08:54:01 AM

Fee: \$102.00

Memorandum of Option to Lease

After recording return to:

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

PID: **R-3714-00100-00800-000 and R-3714-00100-01000-000**

Project: **OR – PC Bly B**

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 **May 11, 2024** (the "**Effective Date**"), is entered into by and between MT Smith, LLC having an address of PO Box 311, Bly, OR 97622 ("**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 **May 11, 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**").

A. 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:

MT Smith, LLC

By: Michael T. Smith
Michael T. Smith, Managing Member

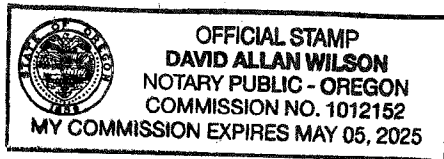
Date: 5/11/24

STATE OF Oregon)
COUNTY OF Klamath) ss

On this 11 day of MAY, 2024, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared Michael T. Smith proved to me on the basis of satisfactory evidence of identification, which were OREGON 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.

David Allan Wilson
Notary Public



OR - BLY B (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 20th day of May, 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 driver 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.

 Scott Gordon Barker
Notary Public

Expiration of Commission: Jan 04 2028

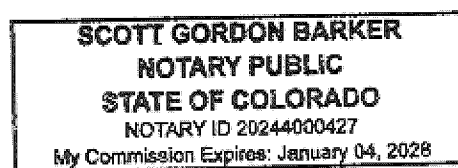


EXHIBIT A

OPTION PROPERTY

PID: R-3714-00100-00800-000 and R-3714-00100-01000-000

Parcel 1:

That portion of the NW1/4 SW1/4 of Section 1, Township 37 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon, lying North of Klamath Falls-Lakeview Highway (State Highway 140)

Exception therefrom that portion thereof lying within the boundaries of State Highway 140.

Parcel 2:

The N1/2 NE1/4 SW 1/4 of Section 1, Township 37 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon.

Excepting therefrom that portion thereof lying within the boundaries of State Highway 140.