

2026-004034

Klamath County, Oregon

05/07/2026 10:11:02 AM

Fee: \$117.00

After recording return to:

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

PID: 352380  
Project: OR – PC Chiloquin A

Prepared by: Tonya Morgan  
RWE Clean Energy DCE Development, LLC  
3405 W. Dr. Martin Luther King Jr. Blvd.  
Tampa, FL 33607

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#### AMENDED AND RESTATED MEMORANDUM OF OPTION TO LEASE

THIS AMENDED AND RESTATED MEMORANDUM OF OPTION TO LEASE (this "Amended Memorandum"), dated as of March 26, 2026 (the "Effective Date"), is entered into by and between **Rick S. Herson and Julia Herson, Trustees of the Herson Living Trust U/T/D 09/22/2011**, having an address of 2162 Washington St., Eugene, OR 97401 and **Paco and Emily Herson**, having an address of 10549 Churchill Dr., Powell, OH 43065 ("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, 2023 (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") a portion of certain real estate located in Klamath County, Oregon. The Legal Description of the full property is provided in Exhibit A attached hereto and made a part hereof (the "Lessor Property"), and the more specific option area described in Exhibit B attached hereto and made a part hereof (the "Option Property").

B. A Memorandum of Option to Lease dated as of September 13, 2024, was recorded in the Official Records of Klamath County, Oregon on October 22, 2024, as Instrument No. 2024-009188 (the "Original Memorandum").

C. The Parties desire to amend and restate the Original Memorandum solely to clarify the description of the Option Property and to confirm that the Option applies only to a portion of the real property owned by Lessor, without modifying the substantive terms of the Option Agreement.

D. Lessor and Lessee (collectively, the "Parties") wish to give notice of the existence of such Option Agreement as clarified herein.

**WITNESSETH:**

IN CONSIDERATION of the good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. This Amended Memorandum amends and restates in its entirety the Original Memorandum. From and after the date of recording of this Amended Memorandum, the Original Memorandum shall have no further force or effect except as expressly amended hereby.
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 Amended 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 Option 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 Amended Memorandum by reference as though fully set forth herein, and the Option Agreement and this Amended Memorandum shall be deemed to constitute a single instrument or document. This Amended Memorandum is not intended to modify any term, provision or condition of the Option Agreement, and to the extent of any conflict between this Amended 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 Amended 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]*





OR- PC Chiloquin A - MOLD

**TENANT:**

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

By:   
Anthony Spera  
Vice President, Sales & Marketing

STATE OF New York )  
COUNTY OF Westchester ) ss

On this 11<sup>th</sup> day of February, 2026, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared Anthony Spera 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 Tenant).

WITNESS my hand and official seal.



Notary Public

Expiration of Commission: 10/16/28

Unofficial Copy

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

**EXHIBIT A**

**LESSOR PROPERTY  
PARCEL ID: 352380**

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

GOVERNMENT LOTS 4, 5, 6, 7, 14, 15, 16 AND 17, SECTION 16, TOWNSHIP 35 SOUTH, RANGE 7, EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, EXCEPTING THEREFROM THAT PORTION LYING WITHIN STATE HIGHWAY NO. 62.

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Copy

**EXHIBIT B**

**OPTION PROPERTY**

The Option Property consists solely of that portion of the real property identified as Parcel ID No. 3507-01600-00300 lying west of Oregon State Highway No. 62, as such highway currently exists, and being more particularly described as follows:

Government lots 4, 5, 6, 7, 14, 15, 16, and 17, Section 16, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, excepting therefrom that portion lying within State Highway No. 62.

The Option Area is depicted approximately by the blue outline on the image below, which is provided for illustrative purposes only and shall not be deemed a legal description.

For the avoidance of doubt, no portion of the real property lying east of Oregon State Highway No. 62 is subject to the Option Agreement or burdened by this Amended Memorandum.

