

When Recorded Return to:

Dynamic Energy Solutions, LLC
c/o Dynamic Energy Solutions, LLC
1550 Liberty Ridge Drive, Suite 310
Wayne, Pennsylvania 19087
Attn: Tony Orr, General Counsel

APN: P41741

LEGAL DESCRIPTION: (39.9300 ac) CU F&A #206 AF#779942 1974: SE1/4 SE1/4,
SECTION 20, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M., LESS RD

MEMORANDUM OF OPTION AGREEMENT FOR
SOLAR ENERGY LEASE AGREEMENT

THIS MEMORANDUM OF OPTION AGREEMENT FOR SOLAR ENERGY LEASE AGREEMENT (this "Memorandum") is made and entered into as of April 30, 2024 (the "Effective Date"), by and between LEDERLE'S LAZY ACRES, LLC, a Washington State limited liability company ("Landowner"), on the one hand, and DYNAMIC ENERGY SOLUTIONS, LLC, a Pennsylvania limited liability company ("Option Holder"), on the other hand.

RECITALS

A. Landowner is the owner of certain real property in Skagit County, Washington, as more particularly described on Exhibit A hereto (the "Affected Property").

B. Landowner and Option Holder are parties to that certain Option Agreement for Solar Energy Lease Agreement, dated as of even date herewith (the "Option Agreement"), pursuant to which Landowner has granted to Option Holder an exclusive option to lease that certain portion of the Affected Property, as more particularly described in the Option Agreement (the "Leased Property").

C. Landowner and Option Holder now desire to provide for public notice of the existence of the Option Agreement and Option Holder's rights thereunder.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants provided herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landowner and Option Holder hereby agree as follows:

1. Option Grant. Landowner hereby grants and conveys to Option Holder the exclusive option (the "Option") to lease the Leased Property on the terms and conditions set forth in the Lease (as defined in the Option Agreement).

2. Option Term. The term of the Option expires and this Memorandum will automatically terminate and be of no further force or effect as of the date that is four (4) years from the Effective Date, subject to two (2) additional rights of Option Holder to extend the same by one (1) year each (as may be so extended, the "Option Term").

3. License on Leased Property and Access Rights. Landowner hereby grants to Option Holder an irrevocable license for full and unfettered access to that certain portion of the Affected Property described as the Leased Property in the Option Agreement (including the Access Rights) during the Option Term for the Option Period Permitted Use, including, but not limited to, geotechnical and other soils evaluation, measuring, surveying, determining compliance with and conducting any permitting activities under Environmental Laws, evaluating zoning and building code requirements, evaluating electrical connection from the Affected Property to the point of interconnection, conducting engineering design, site development analysis and studies (including, but not limited to, biological and cultural), technical analysis, financial feasibility work, installing, operating and removing solar resource evaluation equipment on (but which, and all data therefrom, shall be and remain the property of Option Holder) and such other similar work, studies and evaluations.

4. Permitting. Landowner hereby authorizes and directs Option Holder or its agents, on Landowner's behalf as Landowner's agent, if required, to apply to any appropriate municipal bodies for any and all entitlements, permits, consents, subdivisions and other approvals applicable to the siting, development, construction and/or operation of the Solar Facility and/or Leased Property.

5. Encumbrances and Conveyances. During the Option Term, Landowner may lease, subdivide, encumber and enter into any kind of transaction or transfer of rights related to the Leased Property (including, without limitation, transfer or any beneficial or legal interest in Landowner) or any portion thereof, provided that (i) the same will not in any way encumber or impede Option Holder's potential development or financing of the Solar Facility; or (ii) if the same would by its terms terminate no later than upon Option Holder's exercise of the Option.

6. Effect of Option Agreement: Interest in Real Property. The Parties agree that this Option touches and concerns the Affected Property and shall run with the land and shall be binding upon the Affected Property and Landowner and its successors and assigns and shall inure to the benefit of Option Holder and its successors and assigns.

7. Conflict Provisions. This Memorandum is prepared for the purpose of recordation in the Official Records of Skagit County, to provide record notice of the existence of the Option Agreement and the rights of the Option Holder thereunder. In the event of any inconsistency between this Memorandum and the Option Agreement, the terms of the Option Agreement shall control. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum to be effective as of the Effective Date.

LEDERLE'S LAZY ACRES, LLC,
a Washington State limited liability company

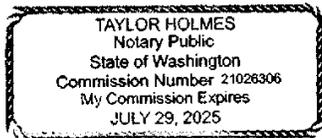
By: *Vicki Lederle*
Name: *Vicki Lederle*
Title: *Manager*

ACKNOWLEDGMENT

STATE/Commonwealth of *Washington*)
COUNTY OF *Skagit*) ss.

On *April 23*, 2024, before me, *Taylor Holmes*, a Notary Public in and for said State/Commonwealth, personally appeared *Vicki Lederle* personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal this *13th* day of *April*, 20*24*.



Taylor Holmes
Notary Public

My Commission Expires: *July 29, 2025*

Exhibit A to Memorandum

Description of Affected Property

Landowner owns the following real property located in Skagit County, Washington (the "Affected Property"), the deed to which is recorded at:

<u>Document Reference</u>	<u>Tax Parcel ID</u>	<u>County</u>
201306140091	P41741	Skagit

The legal description of the Affected Property follows:

The Southeast ¼ of the Southeast ¼ and the East ½ of the Southwest ¼ of the Southeast ¼ of the Southeast ¼, Section 20, Township 15 North, Range 6 East, W.M., EXCEPT the South Skagit Highway and Barber Road, AND EXCEPT the following described tracts:

- 1. The North 99 feet of the East ½ of the Southwest ¼ of the Southeast ¼ of said Section 20 as conveyed to Donald L. Walker et ux, by deed recorded under Auditor's File No. 772883.**
- 2. The South 20 feet of the East 150 feet of the Southeast ¼ of the Southeast ¼ of said Section 20, as conveyed to Skagit County by deed recorded November 17, 1930, in Volume 156 of Deeds, page 132, records of Skagit County.**
- 3. A 33 foot strip of land on or near the West line of the East ½ of the Southwest ¼ of the Southeast ¼ of said Section 20, as conveyed to James Marchant by deed recorded August 10, 1912, in Volume 89 of Deeds, page 307, records of Skagit County.**
- 4. That portion of the East ½ of the Southwest ¼ of the Southeast ¼ of said Section 20, lying within a 25 foot strip along the South line thereof, as conveyed to Skagit County by deed recorded February 25, 1985, under Auditor's File No. 513677.**

Landowner desires to lease to Option Holder a portion of the Affected Property, (the "Leased Property") more fully described in the Option. The specific location of the Leased Property shall be determined by a survey to be conducted prior to the Commercial Operation Date of the Lease.