| DOCKETED | |
|------------------|----------------------------------|
| Docket Number: | 25-OPT-02 |
| Project Title: | Prairie Song Reliability Project |
| TN #: | 266803 |
| Document Title: | Updated DR LAND 4 Memo |
| Description: | N/A |
| Filer: | Erin Phillips |
| Organization: | Dudek |
| Submitter Role: | Applicant Consultant |
| Submission Date: | 10/23/2025 4:49:38 PM |
| Docketed Date: | 10/23/2025 |

MEMORANDUM

To: Lisa Worrall, California Energy Commission

From: Prairie Song Reliability Project LLC

Subject: Prairie Song Reliability Project – Updated DR LAND-4 Response

Date: October 23, 2024

Attachments: Updated Appendix 3.6C – Site Control Documentation

On August 1, 2025, Prairie Song Reliability Project, LLC (Applicant) received a Determination of Incomplete Application and Request for Information from California Energy Commission (CEC) Staff for the Prairie Song Reliability Project (Project; 25-OPT-02) in response to the Applicant's application filed on July 2, 2025. On September 4, 2025, the Applicant provided a response to Data Request (DR) LAND-4 (TN 265874). The following response updates and supersedes the site control information provided in that original September 4, 2025 response. The redlined information shows updated site ownership and extended site control option expiration dates for any site control agreement that has changed since the original response.

DR LAND-4 is provided below as follows:

DR LAND-4. Per California Code of Regulations, title 20, Appendix B (g) (3) (C), provide documentation of site control for each of the parcels within the project site. Documentation can include a copy of each lease agreement and/or a table identifying the terms and conditions of the lease agreement for each parcel within the project site, including timeline for execution of lease agreement, duration of lease agreement, and lease renewal timelines.

The updated DR LAND-4 response is provided as follows:

DR LAND-4 Response. The table below shows the APN, project location, contract type, expiration/exercise date, and type of supporting documentation provided to show project site control. For sites with near term expiry dates the project plans to either negotiate an extension to the purchase option or exercise the option. Updated sSite control documents can be found in Appendix 3.6C.

| APN | Location | Contract Type | Expiry Date | Supporting Documentation |
|------------|-----------|-----------------|----------------------|--------------------------|
| 3056017007 | BESS Site | <u>Owned</u> | <u>N/A</u> | Grant Deed |
| | | Purchase Option | 9/28/2025 | Redacted Purchase |
| | | | | Agreement Memo |
| 3056017020 | BESS Site | <u>Owned</u> | <u>N/A</u> | Grant Deed |
| | | Purchase Option | 9/28/2025 | Redacted Purchase |
| | | | | Agreement Memo |
| 3056017021 | BESS Site | <u>Owned</u> | <u>N/A</u> | Grant Deed |
| | | Purchase Option | 9/28/2025 | Redacted Purchase |
| | | | | Agreement Memo |
| 3056019013 | BESS Site | Purchase Option | 7/11/2027 | Redacted Purchase |
| | | | | Agreement Memo and |
| | | | | Amendment |
| 3056019026 | BESS Site | Purchase Option | 10/2/2026 | Redacted Purchase |
| | | | | Agreement Memo |
| 3056019037 | BESS Site | Owned | N/A | Grant Deed |
| 3056019040 | BESS Site | Owned | N/A | Grant Deed |

| APN | Location | Contract Type | Expiry Date | Supporting Documentation |
|------------|--------------------------|-----------------------|------------------------|--|
| 3056015008 | North & South Gen-Tie | Purchase Option | 8/18/2026 | Redacted Purchase Agreement Memo and Amendment |
| 3056015023 | North & South Gen-Tie | Purchase Option | 10/17/202 <u>7</u> 5 | Redacted Purchase Agreement Memo <u>and</u> Redacted 2 nd Amendment to Purchase Agreement |
| 3056017027 | North & South Gen-Tie | Purchase Option | 1/26/202 <u>8</u> 6 | Redacted Purchase Agreement Memo and Redacted 1st Amendment to Purchase Agreement |
| 3056017028 | North & South Gen-Tie | Purchase Option | 1/26/202 <u>8</u> 6 | Redacted Purchase Agreement Memo <u>and</u> Redacted 1st Amendment to Purchase Agreement |
| 3056017026 | North Gen-Tie | Purchase Option | 10/17/2026 | Redacted Purchase Agreement Memo and Amendment |
| 3056017904 | North Gen-Tie | Easement Agreement | N/A | N/A |
| 3056017905 | North Gen-Tie | Easement Agreement | N/A | N/A |
| 3056017016 | South Gen-Tie | Purchase Option | 9/17/2026 6/25/2027 | Redacted Purchase Agreement Memo and Redacted 1st Amendment to Purchase Agreement |
| 3056017022 | South Gen-Tie | Purchase Option | <u>109</u> /15/2026 | Redacted Amended Purchase Agreement Memo |
| 3056027007 | South Gen-Tie | Owned Purchase Option | N/A 9/19/2025 | Grant Deed Redacted Purchase Agreement Memo |
| 3056027031 | South Gen-Tie | Purchase Option | 9/16/202 <u>7</u> 5 | Redacted Purchase Agreement <u>Amendment</u> <u>Memo</u> |



Updated Appendix 3.6C

Site Control Documentation









Pages: 0006

Recorded/Filed in Official Records Recorder's Office, Los Angeles County, California

10/17/25 AT 08:00AM

FEES: 34.00 TAXES: 2,677.40

OTHER: 0.00

PAID: 2,711.40



LEADSHEET



202510170190042

00025920287



015584311

SEQ: 02

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED



RECORDING REQUESTED BY:

Stewart Title Guaranty Company

WHEN RECORDED RETURN IT AND ALL TAX STATEMENTS TO:

PSRP LAND I LLC c/o Coval Infrastructure 140 Broadway, 46th Floor New York, New York 10005-1155 Attention: Land Team

APN: 3056-017-007 and 3056-017-021

Space Above This Line For Recorder's Use

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

DOCUMENTARY TRANSFER TAX IS \$2.40 CITY TAX \$

______ computed on full value of property conveyed; or

_____ computed on full value less value of liens or encumbrances remaining at time of sale

X Unincorporated area: County of Los Angeles City of ______

GRANT DEED

For valuable consideration, receipt of which is acknowledged, PALM INVESTMENT GROUP LLC, a Nevada limited liability company ("Grantor"), herby grants, conveys and transfers to PSRP LAND I LLC, a Delaware limited liability company ("Grantee"), that certain real property located in the County of Los Angeles, State of California, as legally described in Exhibit A, attached hereto and made a part hereof (the "Property"), together with all right, title and interest in and to all improvements located thereon, and all easements, rights of way and other interests appurtenant thereto, including, but not limited to, any streets or other public ways adjacent to such Property, and any and all mineral rights, air rights, development rights, permits, approvals and entitlements, water rights and any other rights and privileges appertaining to the Property.

[SIGNATURE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor hereby executes this Grant Deed as of the date hereinafter written.

GRANTOR:

DATED:

10/14/2025

PALM INVESTMENT GROUP LLC, a Nevada limited liability company



A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

NOTARY ACKNOWLEDGEMENT

| STATE OF California) | |
|--|--|
| COUNTY OF LOS Angeles) | |
| | , before me, Mark Castaneda, |
| Notary Public, personally appeared | |
| who proved to me on the basis of | se name(s) is/are acknowledged to me that he/she/they executed the same |
| in his/her/their authorized capacity(ies), a | nd that by his/her/their signature(s) on the instrument the nich the person(s) acted, executed the instrument. |

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

MARK CASTANEDA
Notary Public - California
Los Angeles County
Commission # 2472901
My Comm. Expires Nov 21, 2027

EXHIBIT A TO GRANT DEED

LEGAL DESCRIPTION

Parcel One:

The land referred to herein is situated in the State of California, County of Los Angeles Unincorporated and described as follows:

That portion of the Southeast quarter of the Northeast quarter of Section 28, Township 5 North, Range 12 West, San Bernardino Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land, described as follows:

Beginning at the Southwest corner of said Southeast quarter, said point being the beginning of a curve concave to the Northwest and having a radius of 530 feet, a radial line of said curve to said point bears South 57° 49' 00" East; thence Northeasterly and Northerly along said curve 172.47 feet; thence North 13° 32' 20" East 83.30 feet to the beginning of a curve concave to the Southeast; tangent to said last mentioned course and having a radius of 170 feet; thence Northeasterly along said last mentioned curve 125.66 feet to the Southerly line of the land described in the Deed to State of California for public highway (known as Sierra Highway) recorded on April 12, 1951 as Instrument No. 3645 in Book 36039, Page 398, Official Records of said County; thence along the Southerly line of the land last described North 73° 35' 56" East 417.77 feet to a point which is distant South 16° 24' 04" East 100.00 feet from the Easterly terminus of that certain course in the Northerly line of the land described in said Deed to the State of California, described as having a bearing of South 73° 35' 56" West and a length of 554.72 feet, thence continuing along said Southerly line North 73° 35' 56" East 456.35 feet; thence South 28° 57' 04" East to the Northwesterly line of the Southern Pacific Railroad Company right-of-way, as granted by an Act of Congress approved March 3, 1871; thence in a Southwesterly direction along said Northwesterly line to the Southerly line of said Southeast quarter; thence Westerly along said Southerly line to the point of beginning.

Except therefrom that portion deeded to the State of California in Deed recorded October 15, 1962 as Instrument No. 1602, described as follows:

Beginning at a point in the Southerly line of the land described in the Deed to the State of California for public highway known as Sierra Highway recorded April 12, 1951 as Instrument No. 3645 in Book 36039. Page 398, of Official Records, in the Office of the County Recorder of said County, distant along said Southerly line North 73° 29' 49" East, 646.05 feet from the most Easterly corner of the Parcel of land (for Soledad Canyon Road) described in Parcel 33-7 of a Final Decree of Condemnation entered in Case No. 595106 Superior Court, a Certified copy of said Final Decree being recorded April 1, 1953 in Instrument No. 2871 in Book 41368, Page 64 of said Official Records; thence South 60° 56' 34" West, 822.75 feet to the general Easterly line of said Parcel 33-7, thence along said Easterly line Northerly and Northeasterly to said most Easterly corner; thence along said Southerly line of Sierra Highway North 73° 29' 49" East, 646.05 feet to said point of beginning.

APN: 3056-017-007

Parcel Two:

The land referred to herein is situated in the State of California, County of Los Angeles Unincorporated and described as follows:

Lot 2 of Tract No. 41990, in the County of Los Angeles, State of California, as per Map recorded February 18, 1987 in Book 1081, Page(s) 80 to 82 inclusive of Maps, in the Office of the County Recorder of said County.

APN: <u>3056-017-021</u>

2





Pages: 0005





Recorded/Filed in Official Records Recorder's Office, Los Angeles County, California

10/17/25 AT 08:00AM

FEES: 31.00

TAXES: 2,233.55 OTHER: 0.00

PAID: 2,264.55



LEADSHEET



202510170190042

00025920286



015584311

SEQ:

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED



RECORDING REQUESTED BY:

Stewart Title Guaranty Company

WHEN RECORDED RETURN IT AND ALL TAX STATEMENTS TO:

PSRP LAND I LLC c/o Coval Infrastructure 140 Broadway, 46th Floor New York, New York 10005-1155 Attention: Land Team

APN: 3056-017-020

Space Above This Line For Recorder's Use

GRANT DEED

For valuable consideration, receipt of which is acknowledged, OAKWOOD INVESTMENTS LLC, a California limited liability company ("Grantor"), herby grants, conveys and transfers to PSRP LAND I LLC, a Delaware limited liability company ("Grantee"), that certain real property located in the County of Los Angeles, State of California, as legally described in Exhibit A, attached hereto and made a part hereof (the "Property"), together with all right, title and interest in and to all improvements located thereon, and all easements, rights of way and other interests appurtenant thereto, including, but not limited to, any streets or other public ways adjacent to such Property, and any and all mineral rights, air rights, development rights, permits, approvals and entitlements, water rights and any other rights and privileges appertaining to the Property.

ISIGNATURE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, Grantor hereby executes this Grant Deed as of the date hereinafter written.

GRANTOR:

DATED:

10-14-2025

OAKWOOD INVESTMENTS LLC, a California limited liability company

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

NOTARY ACKNOWLEDGEMENT

| CONTROL CITY - |
|---|
| STATE OF California) |
| COUNTY OF LOS Angeles) |
| STATE OF <u>California</u>) COUNTY OF <u>Los Angeles</u>) On <u>10/14/2025</u> , before me, <u>Mark Castaneda</u> , |
| |
| Notary Public, personally appeared, |
| who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are |
| subscribed to the within instrument and acknowledged to me that he/she/they executed the same |
| |
| in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the |
| person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. |
| 100 V |
| I certify under PENALTY OF PERJURY under the laws of the State of California that the |
| foregoing paragraph is true and correct. |

(Seal)

MARK CASTANEDA Notary Public - California Los Angeles County Commission # 2472901

WITNESS my hand and official seal.

EXHIBIT A TO GRANT DEED

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Los Angeles Unincorporated and described as follows:

Lot 1 of Tract No. 41990, in the County of Los Angeles, State of California, as per Map recorded February 18, 1987 in Book 1081, Page(s) 80 to 82 inclusive of Maps, in the office of the County recorder of said County.

APN: <u>3056-017-020</u>

AMENDMENT TO OPTION AND PURCHASE AGREEMENT

This AMENDMENT TO OPTION AND PURCHASE AGREEMENT (this "Amendment") is made and entered into as of April 1, 2025 ("Amendment Date"), by and between as his sole and separate property, on the one hand ("Seller"), and 16DO 8ME LLC, a Delaware limited liability company, on the other hand ("Purchaser"; together with Seller, the "Parties" and each, a "Party"), with reference to the following facts:

RECITALS

- A. Reference is hereby made to that certain Solar Power Generating Facility Land Option and Purchase Agreement dated July 11, 2023 between the Parties ("Purchase Agreement").
- B. Purchaser delivered the Purchase Option Notice on November 8, 2023, which date was the Purchase Option Period Start Date.
- C. Capitalized terms used and not defined in this Amendment have the meanings given to them in the Purchase Agreement.
 - D. The Parties desire to amend the Purchase Agreement as provided in this Amendment.

AMENDMENT

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

- 1. <u>Purchase Option Period</u>. The definition of Purchase Option Period set forth in Section 2(a)(x) of the Purchase Agreement is hereby amended to mean a period of time commencing on the Purchase Option Period Start Date and continuing for twelve (12) months thereafter ("<u>First Option Period</u>" as may be extended pursuant to this Section 1, collectively, the "<u>Purchase Option Period</u>"); provided, however, that Purchaser may extend the Purchase Option Period as follows by the payment of the Purchase Option Periods as set forth in Section 2(h), as amended hereby:
 - (a) an additional period of twelve (12) months, to midnight twenty-four (24) months after the Purchase Option Period Start Date ("Second Option Period");
 - (b) an additional period of twelve (12) months, to midnight thirty-six (36) months after the Purchase Option Period Start Date ("Third Option Period"); and
 - (c) an additional period of twelve (12) months, to midnight forty-eight (48) months after the Purchase Option Period Start Date ("Fourth Option Period").

For the avoidance of doubt, all references to Purchase Option Period in the Purchase Agreement shall mean the Purchase Option Period, as may be extended as set forth herein. For clarity, in the event that all options to extend the Purchase Option Period are exercised, the expiration of the Purchase Option Period shall be November 8, 2027.

Purchase Option Payments. Section 2(h) of the Purchase Agreement is hereby amended to

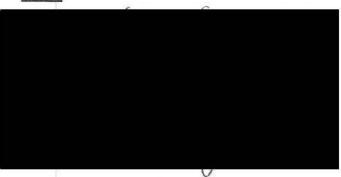
| 2(h) of the Purchase Agreement, due every 1 st day of the next calendar quarter, defined as January 1 st , April 1 st , July 1 st and October 1st. |
|--|
| |
| |
| |
| For the avoidance of doubt, the following will be the Purchase Option Payment deadlines going forward: |
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| |
| WW. MA |
| Mr. A. |
| |
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| |

7. Entire Agreement. This Amendment (together with the Purchase Agreement) constitutes the entire understanding of the Parties with respect to the subject matter described herein and therein, and all prior agreements, representations, and understandings between the Parties with respect thereto, whether oral or written, are deemed null, all of the foregoing having been merged into this Amendment. This Amendment shall be governed by the laws of the State of California.

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

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed to be effective as of the Amendment Date.

Seller:



Purchaser:

18DO 8ME LLC,

a Delaware limited liability company

| By: | | |
|--------|------------------|---|
| Name: | a) — ULL — ZIHWU | h |
| Title: | | |

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed to be effective as of the Amendment Date.

Seller:

Purchaser:

16DO 8ME LLC,

a Delaware limited liability company

By: Marc Atlas
Title: CFO









Pages: 0009

Recorded/Filed in Official Records Recorder's Office, Los Angeles County, California

07/28/23 AT 08:00AM

FEES: 65.00
TAXES: 0.00
OTHER: 0.00
SB2: 150.00
PAID: 215.00







202307280970007

00023642958



014193777

SEQ:

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED



FOR REFERENCE ONLY:

Recording Requested by: FNTG Western Region Energy Services

| Recording Requested By And |) |
|---------------------------------|----|
| When Recorded Mail to: |) |
| |) |
| 16DO 8me LLC |) |
| c/o Avantus Clean Energy LLC |) |
| Attn: Transactions |) |
| 4370 Town Center Blvd, Ste. 110 | j. |
| El Dorado Hills, CA 95762 |) |
| 30089249 | |

(Space above this line for Recorder's Use)

Los Angeles County, California

APN: 3056-019-013

MEMORANDUM OF SOLAR POWER GENERATING FACILITY LAND OPTION AND PURCHASE AGREEMENT

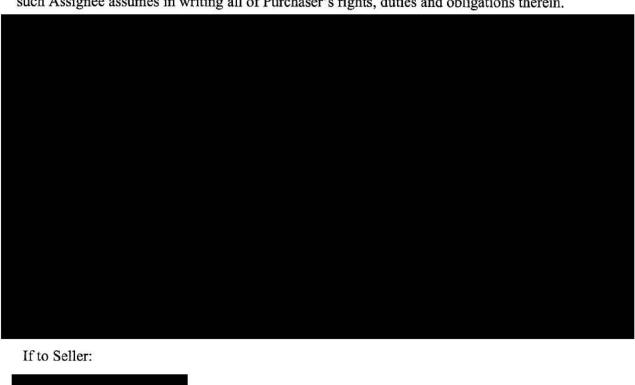
THIS MEMORANDUM OF SOLAR POWER GENERATING FACILITY LAND OPTION AND PURCHASE AGREEMENT ("Memorandum") is dated as of July 19, 2023, by and between as his sole and separate property, or assignee ("Seller"), and 16DO 8me LLC, a Delaware limited liability company, or assignee ("Purchaser").

Seller is the owner of the real property described on Exhibit A ("Property"). Seller has granted and hereby does grant to Purchaser and Purchaser has accepted and hereby does accept from Seller, pursuant to the terms of that certain Solar Power Generating Facility Land Option and Purchase Agreement with an effective date of July 11, 2023 by and between Seller and Purchaser (the "Purchase Agreement"), an option to purchase the Property pursuant to the terms of the Purchase Agreement.

This instrument is a memorandum of the Purchase Agreement and is subject to all of the terms, covenants and conditions provided in the unrecorded Purchase Agreement and in no way modifies the provisions of the Purchase Agreement. If the terms of this instrument are inconsistent with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail. This instrument may be executed in one or more counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. Unless otherwise defined herein, capitalized terms in this Memorandum have the meanings given them in the Purchase Agreement.

Seller and Purchaser have agreed to record this Memorandum to give notice of the Purchase Agreement and significant provisions thereof, including, without limitation, the following.

- 1. Existing Leases and Mortgages. Notwithstanding Section 2(d) in the Purchase Agreement, and subject to Section 3(a)(ii) in the Purchase Agreement, Seller may lease the Property to third-party tenants for the time period ending on the Purchase Closing Date, provided, that any Leases to be entered into by Seller after the Effective Date shall require Purchaser's prior written approval, which shall not unreasonably be withheld. Purchaser shall acquire the Property free and clear of any Mortgage. If Seller encumbers the property with a Mortgage, Seller agrees to fully cooperate with Purchaser to effect a removal of all Mortgages as of the Purchase Closing Date.
- 2. Option Period. The Purchase Option Period of the Purchase Agreement is twenty-four (24) months from the Purchase Option Period Start Date. Purchaser shall have the right to exercise the Purchase Option by delivering an Exercise Notice at any time prior to the Purchase Option Period Termination Date.
- **3. Termination.** If Purchaser terminates the Purchase Agreement, then Purchaser will record a quitclaim deed and release of this Memorandum in the public records.
- 4. Right to Assign. Purchaser shall have the absolute right to assign the Purchase Agreement in its entirety or any of its rights, duties and/or obligations therein to any Assignee, provided that such Assignee assumes in writing all of Purchaser's rights, duties and obligations therein.



If to Purchaser:

16DO 8me LLC c/o Avantus Clean Energy LLC Attn: Transactions 4370 Town Center Blvd, Ste. 110 El Dorado Hills, CA 95762

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Solar Power Generating Facility Land Option and Purchase Agreement, affecting the Property with assessor parcel number 3056-019-013, as of the date first above written.



PURCHASER:

16DO 8ME LLC,

a Delaware limited liability company

| By: | Signed in Counterpart |
|--------|-----------------------|
| Name: | |
| Title: | |

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Solar Power Generating Facility Land Option and Purchase Agreement, affecting the Property with assessor parcel number 3056-019-013, as of the date first above written.

SELLER:



PURCHASER:

16DO 8ME LLC,

a Delaware limited liability company

Name: Stephanie Perry

Title: Chief Operating Officer of Avantus LLC,

ultimate parent, duly authorized

EXHIBIT A

Legal Descriptions of Site

All that real property situated in the County of Los Angeles, State of California, bounded and described as follows:

That portion of the Southwest quarter of the Southwest quarter of the Southwest quarter of Section 28, Township 5 North, Range 12 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land lying Northerly line of Soledad Canyon Road, as described In the Resolution Adopted by the Board of Supervisors of the County of Los Angeles on June 10, 1952, recorded June 19, 1952 as Instrument No .. 1718 In Book 39197, Page 426, Official Records In the office of the County Recorder of said County.

APN: 3056-019-013

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| STATE OF CALI | FORNIA |) |
|---------------|---------|---|
| County of 10 | Angeles |) |

Notary Public, personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

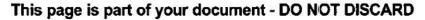
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature of Wetary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

JON GARY HARRIS
Notary Public - California
San Francisco County
Commission # 2396310
My Comm. Expires Mar 9, 2026









Pages: 0008

Recorded/Filed in Official Records Recorder's Office, Los Angeles County, California

10/30/24 AT 08:00AM

| FEES: | 40.00 | |
|--------|--------|--|
| TAXES: | 0.00 | |
| OTHER: | 0.00 | |
| SB2: | 75.00 | |
| PAID: | 115.00 | |





202410300140036

00024922620



014971389

SEQ: 02

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED



| Recording Requested By And | °) |
|----------------------------------|-----|
| When Recorded Mail to: | j , |
| | j |
| 16DO 8me LLC | j |
| c/o Avantus Clean Energy LLC | j |
| Attn: Transactions | j , |
| 4370 Town Center Blvd., Ste. 110 |) |
| El Dorado Hills, CA 95762 |) |
| | j |
| | j) |
| | |

(Space above this line for Recorder's Use)

Los Angeles County, California APNs: 3056-019-026

MEMORANDUM OF LAND OPTION AND PURCHASE AGREEMENT

| THIS | MEMORANDUM | OF | LAND | OPTION | AND | PURCHASE. | AGREEMENT |
|-------------|-----------------------|--------|------------|---------------|---------|-------------|-------------------|
| ("Memorandi | um") is dated as of | Octo | ber 22 | . 2024. by | and bet | ween | |
| | 4 | | | | | | e ("Seller"), and |
| 16DO 8ME I | LC, a Delaware limite | d liab | ility comp | any, or assig | nee ("P | urchaser"). | 20 MW |

Seller is the owner of the real property described on Exhibit A ("Property"). Seller has granted and hereby does grant to Purchaser and Purchaser has accepted and hereby does accept from Seller, pursuant to the terms of that certain Land Option and Purchase Agreement, with an effective date of October 4, 2024 (the "Purchase Agreement"), an option to purchase the Property pursuant to the terms of the Purchase Agreement.

This instrument is a memorandum of the Purchase Agreement and is subject to all of the terms, covenants and conditions provided in the unrecorded Purchase Agreement and in no way modifies the provisions of the Purchase Agreement. If the terms of this instrument are inconsistent with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail. This instrument may be executed in one or more counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. Unless otherwise defined herein, capitalized terms in this Memorandum have the meanings given them in the Purchase Agreement.

Seller and Purchaser have agreed to record this Memorandum to give notice of the Purchase Agreement and significant provisions thereof, including, without limitation, the following.

- 1. Existing Leases and Mortgages. Notwithstanding Section 2(e) in the Purchase Agreement, and subject to Section 3(a)(ii) in the Purchase Agreement, Seller may lease the Property to third-party tenants for the time period ending on the Purchase Closing Date, *provided*, that any Leases to be entered into by Seller after the Effective Date shall require Purchaser's prior written approval, which shall not unreasonably be withheld. Purchaser shall acquire the Property free and clear of any Mortgage. If Seller encumbers the property with a Mortgage, Seller agrees to fully cooperate with Purchaser to effect a removal of all Mortgages as of the Purchase Closing Date.
- Purchase Option Term. The Purchase Option Term of the Purchase Agreement is twenty-four
 months from the Purchase Option Term Start Date. Purchaser shall have the right to exercise the

Purchase Option by delivering an Exercise Notice at any time prior to the Purchase Option Term Termination Date.

- 3. Termination. If Purchaser terminates the Purchase Agreement, then Purchaser will record a quitclaim deed and release of this Memorandum in the public records.
- 4. Right to Assign. Purchaser shall have the absolute right to assign the Purchase Agreement in its entirety or any of its rights, duties and/or obligations therein to any Assignee, provided that such Assignee assumes in writing all of Purchaser's rights, duties and obligations therein.



If to Seller:



If to Purchaser:

16DO 8me LLC c/o Avantus Clean Energy LLC Attn: Transactions 4370 Town Center Blvd., Ste. 110 El Dorado Hills, CA 95762

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Land Option and Purchase Agreement, as of the date first above written.



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| STATE OF | CALIFO | PRNIA |) |
|-------------|--------|---------|-----|
| County of _ | L05 | ANGELES |) § |

On 10/04/2024 before me 17 FULL SALITH

Notary Public, personally appeared ______ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature of Notary





A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

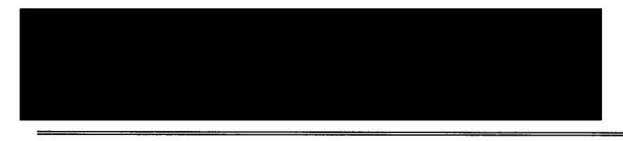
| STATE OF CALIFORNIA) | |
|--|--|
| County of LOS ANGELES)§ | |
| On 10/04/2024 before me Notary Public, personally appeared me on the basis of satisfactory evidence to be the personstrument and acknowledged to me that be/she/th capacity(jes), and that by his/her/their signature(s) on the of which the person(s) acted, executed the instrument. | on(s) whose name(s) is/are subscribed to the withing executed the same in his/her/their authorized the instrument the person(s), or the entity upon behalf |
| I certify under PENALTY OF PERJURY under the paragraph is true and correct | |
| WITNESS my hand and official seal. | |

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

| Name of Notary : | KEVIN SMITH | | |
|-----------------------------------|-----------------|--|--|
| Notary Identification Number : | 2405549 | | |
| Vender Identification Number : | NXC1 | | |
| County/State Where Bond Is Filed: | LOS ANGELES, CA | | |
| Commission Exp Date: | MAY 25, 2026 | | |

Executed in NEWPORT BEACH, State of California



Government Code 27361.7

I certify under penalty of perjury that the illegible portion of this document, to which this statement is attached read as follows:

(Affix seal here)

THE GREAT SEAL OF THE STATE OF CALIFORNIA



PURCHASER:

16DO 8ME LLC,

a Delaware limited liability company

By: Stylm hos Name: Stepheniz levry Title: Chief Operating officer of Austra LLC, duly authorized

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| STATE OF CAI | LIFORNIA |) |
|--------------|-----------|----------|
| County of | s Angeles |) {) |

On 1ctolars 27, 7024, before me, Daniel Coltelluso a

Notary Public, personally appeared Stephanie learn who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

// /

Signature of Notary

DANIEL COLTELLARO
Notary Public - California
Los Angeles County
Commission # 2460819
My Comm. Expires Aug 25, 2027

(Affix seal here)

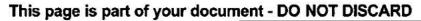
EXHIBIT A

Legal Descriptions of Site

All that real property situated in the Area of Acton, County of Los Angeles, State of California, bounded and described as follows:

That portion of the East Half of the Northeast Quarter of the Southwest Quarter of Section 28, Township 5 North, Range 12 West, San Bernardino Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land filed in the District Land Office on April 22, 1880, lying Southeasterly of the Southeasterly line of Soledad Canyon Road.

APN: 3056-019-026









Pages: 0005

Recorded/Filed in Official Records Recorder's Office, Los Angeles County, California

05/24/23 AT 08:00AM

FEES: 31.00 TAXES: 742.50 OTHER: 0.00

PAID: 773.50



LEADSHEET



202305240240002

00023465233



014085559

SEQ:

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED



FOR REFERENCE ONLY: 20230336665

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

16DO 8ME LLC, a Delaware limited liability company 4370 Town Center Boulevard, Suite 10 El Dorado Hills, CA 95762

ORDER NO .:

Escrow No. **30089430-014** Parcel No. **3056-019-037**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

☑ unincorporated area
☐ the city of Los Angeles

Documentary Transfer Tax is \$742.50 City Tax ⋄ ⋄
☐ computed on full value of interest or property conveyed, or
☐ full value less value of liens or encumbrances remaining at the time of sale

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

hereby GRANT(s) to

16DO 8ME LLC, a Delaware limited liability company

the following real property in the County of Los Angeles, State of California:

Legal Description attached hereto as Exhibit "A" and made a part hereof.

ORDER NO .:

ESCROW NO. 30089430-014

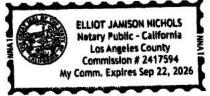
Dated: May 5, 2023

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| STATE OF CALIFORNIA COUNTY OF Angeles | } ss: |
|---|---|
| on May 16, 2023 | before me, Elliot Jamilon Kichols |
| he/she/they executed the same in his/her/ti | who proved to me on the basis of satisfactory is/are subscribed to the within instrument and acknowledged to me that heir authorized capacity(ies) and that by his/her/their signature(s)on the hehalf of which the person(s) acted, executed the instrument. |
| I certify under PENALTY OF PERJURY under correct. | the laws of the State of California that the foregoing paragraph is true and |
| | \$40 May 1824 |

WITNESS my hand and official seal.

Signature



ORDER NO .:

ESCROW NO. 30089430-014

Dated: May 5, 2023



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| STATE OF CALIFORNIA COUNTY OF | Daniel Barrientos Cruz Defore me. Notary Public |
|---|---|
| a Notary Public, personally appeared evidence to be the person(s)whose name(s) is/are he/she/they executed the same in his/her/their auti | who proved to me on the basis of satisfactory subscribed to the within instrument and acknowledged to me that horized capacity(ies) and that by his/her/their signature(s)on the of which the person(s) acted, executed the instrument. |
| I certify under PENALTY OF PERJURY under the law correct. | vs of the State of California that the foregoing paragraph is true and |
| WITNESS my hand and official seal | DANIEL BARRIENTOS CRUZ COMM. # 2348413 NOTARY PUBLIC - CALIFORNIA ORANGE COUNTY MY COMM. EXP. MAR. 17, 2025 |

ORDER NO.: ESCROW NO.: 30089430-14

EXHIBIT A LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN AN UNINCORPORATED AREA OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SURVEY OF SAID LAND FILED IN THE DISTRICT LAND OFFICE ON APRIL 22, 1880.

PARCEL 1A:

AN EASEMENT FOR ROAD PURPOSES OVER THE WESTERLY 30 FEET OF THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, LOS ANGELES COUNTY, CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SURVEY OF SAID LAND FILED IN THE OFFICE OF THE BUREAU OF LAND MANAGEMENT LYING NORTHERLY OF SOLEDAD CANYON ROAD, LOS ANGELES COUNTY.

PARCEL 2:

THAT PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 12 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT, LYING NORTHERLY OF THE NORTHERLY LINE OF A STRIP OF LAND 60 FEET WIDE, LYING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

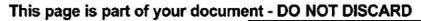
BEGINNING AT A POINT IN THE WESTERLY LINE OF SAID SECTION DISTANT NORTH 1° 15' 25" WEST ALONG SAID WESTERLY LINE 46.38 FEET FROM THE SOUTHWESTERLY CORNER OF SAID SECTION; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1,000 FEET, A RADIAL OF SAID CURVE TO SAID POINT OF BEGINNING BEARS SOUTH 16° 48' 42" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE 281.86 FEET;

THENCE NORTH 57° 02' 20" EAST 4234.66 FEET TO THE BEGINNING OF A CURVE TO THE NORTHWEST, TANGENT TO SAID LAST MENTIONED COURSE, HAVING A RADIUS OF 500 FEET; 32' 20" EAST 213.13 FEET TO A POINT IN THE CENTERLINE OF SIERRA HIGHWAY (FORMERLY MINT CANYON ROAD) AS DESCRIBED IN DEED TO THE COUNTY OF LOS ANGELES, RECORDED JANUARY 10, 1917 IN BOOK 6407, PAGE 179 OF DEEDS, DISTANT NORTH 73° 32' 20" EAST ALONG SAID LAST MENTIONED CENTERLINE 94.08 FEET FORM THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION.

THE SIDELINES OF ABOVE DESCRIBED STRIP OF LAND ARE TO BE CONTINUED OR SHORTENED AT THE BEGINNING THEREOF SO AS TO TERMINATE IN THE WESTERLY LINE OF THE ABOVE MENTIONED SECTION 28.

APN 3056-019-037









Pages: 0004

Recorded/Filed in Official Records Recorder's Office, Los Angeles County, California

06/30/22 AT 08:00AM

FEES: 40.00
TAXES: 0.00
OTHER: 0.00
SB2: 75.00
PAID: 115.00







202206300970007

00022509259



013508707

SEQ:

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED



FOR REFERENCE ONLY: 20220680154

Recording Requested by: FNTG Western Region Energy Services

RECORDING REQUESTED BY: WHEN RECORDED MAIL TO AND MAIL TAX STATEMENTS TO:

16DO 8ME LLC c/o 8minute Solar Energy, LLC 4370 Town Center Blvd., Suite 110 El Dorado Hills, CA 95762

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|-------|---------|---|
| 1 | 8138 | 3 |
| 2/1/1 | X 1.34 | 7 |
| | 8 4 600 | |

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Los Angeles County, California APN: 3056-019-040

GRANT DEED

| THE UNDERSIGNED GRANTOR(s) DECLARE(s) |
|--|
| DOCUMENTARY TRANSFER TAX is \$ 0.00 - The grantors and the grantees in this conveyance an |
| comprised of the same parties who continue to hold the same proportionate interest in the property, R& |
| Code 11925(d) |
| CITY TAX \$ |
| Computed on full value of property conveyed, or |
| Computed on full value less value of liens or encumbrances remaining at time of sale, |
| Unincorporated area: |
| City of Acton, California , and |
| FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, |
| Delaware limited liability company ("Grantor"), hereby grants to 16DO 8M |
| LLC, a Delaware limited liability company ("Grantee"), all of Grantor's right, title and interest in the |
| following described real property situated in the County of Los Angeles, State of California, together wit any and all rights and appurtenances pertaining thereto: |

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

[Signature Page Follows]

Grant Deed 16DO 8mc June 2022 IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of June 27, 2022.

GRANTOR:



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| STATE OF CA | LIFOR | NIA |) |
|-------------|-------|---------|-------|
| COUNTY OF | Los | Angeles |) ss. |

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

(Seal)

WITNESS my hand and official seal.

Signature

DANIEL COLTELLARO
Notary Public - California
Los Angeles County
Commission # 2293444
My Comm. Expires Jun 16, 2023

EXHIBIT A TO GRANT DEED LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THAT PORTION OF SAID LAND LYING WITHIN THE 200.00 FOOT RIGHT OF WAY GRANTED TO THE SOUTHERN PAFIFIC RAILROAD COMPANY OF CALIFORNIA BY ACT OF CONGRESS APPROVED MARCH 3, 1871.

ALSO EXCEPT THEREFROM THOSE PORTIONS OF CARSON MESA AND SOLEDAD CANYON AS DESCRIBED IN THE DOCUMENT RECORDED JUNE 18, 1982 AS <u>INSTRUMENT NO. 82-619759</u>, OF OFFICIAL RECORDS.

ALSO EXCEPT ALL MINERALS AND MINERAL DEPOSITS, INCLUDING, BUT NOT LIMITED TO, OIL AND GAS, OTHER GASES, INCLUDING, BUT NOT LIMITED TO, OIL AND GAS, OTHER GASES, INCLUDING, BUT NOT LIMITED TO, NONHYDROCARBON AND GEOTHERMAL GASES, OIL SHALE, COAL, PHOSPHATE, ALUMINA, SILICA, FOSSILS OR ALL GEOLOGICAL AGES, SODIUM, GOLD, SILVER, METALS AND OTHER COMPOUNDS, ALKALI, ALKALI EARTH, SAND, CLAY, GRAVEL, SALTS AND MINERAL WATERS, URANIUM, TRONA, AND GEOTHERMAL RESOURCES, TOGETHER WITH THE RIGHT OF THE STATE OR PERSONS AUTHORIZED BY THE STATE TO PROSPECT FOR, DRILL FOR, EXTRACT, MINE AND REMOVE SUCH DEPOSITS OR RESOURCES, AND TO OCCUPY AND USE SO MUCH OF THE SURFACE OF THE LAND AS MAY BE NECESSARY THEREFORE, AS RESERVED IN THE PATENT FROM THE STATE OF CALIFORNIA, RECORDED APRIL 8, 1987 AS INSRUMENT NO. 87-541661, OF OFFICIAL RECORDS.

FIRST AMENDMENT TO OPTION TO PURCHASE REAL ESTATE

This FIRST AMENDMENT TO OPTION TO PURCHASE REAL ESTATE (this "First Amendment") is made and entered into as of June 3, 2025 ("First Amendment Date"), by and between

("Owner"), and **Prairie Song Reliability Project LLC** (f.k.a. 16DO 8ME LLC), a Delaware limited liability company ("Buyer"; together with Owner, the "Parties" and each, a "Party"), with reference to the following facts:

RECITALS

- A. Reference is hereby made to that certain Option to Purchase Real Estate dated August 18, 2022, between the Parties (the "Option Agreement").
- B. Capitalized terms used and not defined in this First Amendment have the meanings given to them in the Option Agreement.
 - C. The Parties desire to amend the Option Agreement as provided in this First Amendment.

AMENDMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

- 1. The following will be added to Section 2 (h) of the Option Agreement:
 - (iv) Year Four: An annual amount of
- 2. Section 4 of the Option Agreement is hereby deleted in its entirety and replaced with the following:





IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed and effective as of the First Amendment Date.

OWNER:

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[Signature page to First Amendment to Option to Purchase Real Estate]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed and effective as of the First Amendment Date.

| OWNER: | |
|--|--|
| | |
| | |
| By: | |
| Name: | |
| Title: | |
| | |
| By: | |
| Name: | |
| Title: | |
| | |
| | |
| BUYER: | |
| Prairie Song Reliability Project LLC, a Delaware limited liability company | |
| By: Land | |
| Name: Sam Littlefield | |
| Title: Chief Development Officer | |









Pages: 0009

Recorded/Filed in Official Records Recorder's Office, Los Angeles County, California

08/30/22 AT 08:00AM

FEES: 43.00
TAXES: 0.00
OTHER: 0.00
SB2: 75.00
PAID: 118.00





202208301060002

00022704741



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SEQ:

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED



Recording Requested by: FNTG Western Region Energy Services

| Recording Requested By And |) |
|-----------------------------------|---|
| When Recorded Mail to: |) |
| |) |
| 16DO 8me LLC |) |
| c/o 8minute Solar Energy LLC |) |
| Attn: Transactions |) |
| 4370 Town Center Blvd., Suite 110 | |
| El Dorado Hills, CA 95762 |) |
| |) |
| 30086938 |) |

(Space above this line for Recorder's Use)

Los Angeles County, California

APN: 3056-015-008

MEMORANDUM OF SOLAR POWER GENERATING FACILITY LAND OPTION AND PURCHASE AGREEMENT

THIS MEMORANDUM OF SOLAR POWER GENERATING FACILITY LAND OPTION AND PURCHASE AGREEMENT ("Memorandum") is dated as of Account 22 2022, by and between

assignee ("Seller"), and 16DO 8ME LLC, a Delaware limited liability company, or assignee ("Purchaser").

This instrument is a memorandum of the Option Agreement and is subject to all of the terms, covenants and conditions provided in the unrecorded Option Agreement and in no way modifies the provisions of the Option Agreement. 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. If the terms of this instrument are inconsistent with the terms of the Option Agreement, the terms of the Option Agreement shall prevail. This instrument may be executed in one or more counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. Unless otherwise defined herein, capitalized terms in this Memorandum have the meanings given them in the Option Agreement.

Seller and Purchaser have agreed to record this Memorandum to give notice of the Option Agreement and significant provisions thereof, including, without limitation, the following.

- 1. Existing Leases and Mortgages. Notwithstanding Section 2(e) in the Option Agreement, and subject to Section 3(a)(ii) in the Option Agreement, Seller may lease the Property to third-party tenants for the time period ending on the Purchase Closing Date, *provided*, that any Leases to be entered into by Seller after the Effective Date shall require Purchaser's prior written approval, which shall not unreasonably be withheld. Purchaser shall acquire the Property free and clear of any Mortgage. If Seller encumbers the property with a Mortgage, Seller agrees to fully cooperate with Purchaser to effect a removal of all Mortgages as of the Purchase Closing Date.
- 2. Option Period. The Purchase Option Period of the Option Agreement is thirty-six (36) months from the Purchase Option Period Start Date. Purchaser shall have the right to exercise the Purchase Option by delivering an Exercise Notice at any time prior to the Purchase Option Termination Date.
- 3. Termination. If Purchaser terminates the Option Agreement, then Purchaser will record a quitclaim deed and release of this Memorandum in the public records.
- 4. Right to Assign. Purchaser shall have the absolute right to assign the Option Agreement in its entirety or any of its rights, duties and/or obligations therein to any Assignee, provided that such Assignee assumes in writing all of Purchaser's rights, duties and obligations therein.

If to Purchaser:

16DO 8me LLC c/o 8minute Solar Energy LLC 4370 Town Center Blvd., Suite 110 El Dorado Hills, CA 95762 Attn: Transactions

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Solar Power Generating Facility Land Option and Purchase Agreement, affecting the Property with assessor parcel number 3056-015-008, as of the date first above written.

| | . I | - | |
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| | | | 29 |
|-------------|------|--|----|
| By: Name | | | |
| Title: | | | |
| By: | d de | | |
| Name | | | |
| Title: | | | |
| | | | |

Purchaser:

16DO 8ME LLC,

a Delaware limited liability company

By: Name:

Title:

Rainute Pover LLC, ultimate

paint, July anterized

| STATE OF CALIFORNIA |) 8 | |
|--|---|---------------|
| County of Las Angeles |)* | |
| on August 15, 2022 | before me Janice R. Brown | a |
| Notary Public, personally appeared _ | | who proved to |
| | nce to be the person(s) whose name(s) is/are sub | |
| | d to me that he/she/they executed the same in his/her/their signature(s) on the instrument the | |
| 15.1차 - 14.0학 - 1후 - 15.구락 - 40.000(15.7학) - 15.0학(15.1학 - 15.1학 - 15. | person(x) acted, executed the instrument. | person(sg or |
| | | |

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature of Notary

JANICE R. BROWN
COMM... 2322383 C.
HOTARY PUBLIC CALIFORNA
LOS ANGELES COUNTY
My Term Exp. Murch 28, 2024

| STATE OF CALIFORNIA |) | |
|---|--|-------------------|
| County of US Awacles |) § | |
| on August 15, 2022 | before me Janice R. Brown | a |
| Notary Public, personally appeared _ | | _ who proved to |
| | nce to be the person(s) whose name(s) is/are s | |
| - 트로워 전통 () (2007년 - 100 - 100 개인 12 - 100 12 20 20 20 20 20 20 20 20 20 20 20 20 20 | d to me that he/she/they executed the same | |
| 강된 그리고 아이들이 가난다. 그리고 아이들은 그래를 가는다면 그렇게 되었다면 사람들이 되었어요. 그리고 아이들은 그래, 다른다. | his/her/their signature(s) on the instrument | the person(s), or |
| the entity upon behalf of which the pe | erson(s) acted, executed the instrument. | |

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature of Notary

JANICE R. BROWN
COMM...2322383
NOTARY PUBLIC-CALIFORNIA LOS ANGELES COUNTY OF
My Term Exp. Merch 28, 2024

| STATE OF CALIFORNIA |) |
|-----------------------|-----|
| County of Los Argeles |) § |

On August 23, 2022, before me, Daniel Collection a

Notary Public, personally appeared Michael Healy who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature of Notary

DANIEL COLTELLARO
Notary Public - California
Los Angeles County
Commission # 2293444
My Comm. Expires Jun 16, 2023

EXHIBIT A

Legal Descriptions of Site

All that real property situated in the County of Los Angeles, State of California, bounded and described as follows:

PARCEL 1:

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

PARCEL 2:

AN EASEMENT FOR INGRESS AND EGRESS AND ROAD PURPOSES OVER THE NORTHERLY 30 FEET OF THE WESTERLY 30 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

APN: 3056-015-008









Pages: 0008

Recorded/Filed in Official Records Recorder's Office, Los Angeles County, California

08/31/22 AT 08:00AM

FEES: 40.00
TAXES: 0.00
OTHER: 0.00
SB2: 75.00
PAID: 115.00





202208310260005

00022709573



013637512

SEQ: 02

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED



| Recording Requested By And | <u> </u> |
|-----------------------------------|-------------------------------|
| When Recorded Mail to: | j |
| |) |
| 16DO 8me LLC |) |
| c/o 8minute Solar Energy LLC |) |
| Attn: Transactions |) |
| 4370 Town Center Blvd., Suite 110 | |
| El Dorado Hills, CA 95762 |) |
| | ĵ |
| 30086937 |) |
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(Space above this line for Recorder's Use)

Los Angeles County, California

APN: 3056-015-023

MEMORANDUM OF SOLAR POWER GENERATING FACILITY LAND OPTION AND PURCHASE AGREEMENT

THIS MEMORANDUM OF SOLAR POWER GENERATING FACILITY LAND OPTION AND PURCHASE AGREEMENT ("Memorandum") is dated as of Assess 23. 2022, by and between

AS AMENDED AND RESTATED JULY 23, 2004, AND AS FURTHER AMENDED MAY 6, 2009 AND MAY 10, 2021, or assignee ("Seller"), and 16DO 8ME LLC, a Delaware limited liability company, or assignee ("Purchaser").

Seller is the owner of the real property described on Exhibit A ("Property"). Seller has granted and hereby does grant to Purchaser and Purchaser has accepted and hereby does accept from Seller, pursuant to the terms of that certain Solar Power Generating Facility Land Option and Purchase Agreement, with an effective date of August 18, 2022 (the "Option Agreement"), an option to purchase the Property pursuant to the terms of the Option Agreement.

This instrument is a memorandum of the Option Agreement and is subject to all of the terms, covenants and conditions provided in the unrecorded Option Agreement and in no way modifies the provisions of the Option Agreement. 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. If the terms of this instrument are inconsistent with the terms of the Option Agreement, the terms of the Option Agreement shall prevail. This instrument may be executed in one or more counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. Unless otherwise defined herein, capitalized terms in this Memorandum have the meanings given them in the Option Agreement.

| Seller and Purchaser have agreed to record this Memorandum to give notice of the Option Agreement and significant provisions thereof, including, without limitation, the following. |
|--|
| |
| 2. Option Period. The Purchase Option Period of the Option Agreement is twenty-four (24) months from the Purchase Option Period Start Date. Purchaser shall have the right to exercise the Purchase Option by delivering an Exercise Notice at any time prior to the Purchase Option Termination Date. |
| |
| 4. Right to Assign. Purchaser shall have the absolute right to assign the Option Agreement in its entirety or any of its rights, duties and/or obligations therein to any Assignee, provided that such Assignee assumes in writing all of Purchaser's rights, duties and obligations therein. |
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| |
| |
| |
| |

If to Purchaser:

16DO 8me LLC c/o 8minute Solar Energy LLC 4370 Town Center Blvd., Suite 110 El Dorado Hills, CA 95762 Attn: Transactions

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Solar Power Generating Facility Land Option and Purchase Agreement, affecting the Property with assessor parcel number 3056-015-023, as of the date first above written.



Purchaser:

16DO 8ME LLC,

a Delaware limited liability company

By: Name:

Title:

Power LLC, ultimate

parent, duly anthorized

Chief Commercial officer of

EXHIBIT A

Legal Descriptions of Site

All that real property situated in the County of Los Angeles, State of California, bounded and described as follows:

PARCEL 1:

THE SOUTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 27 IN TOWNSHIP 5 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

PARCEL 2:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE NORTH THIRTY FEET OF THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WESTERLY OF THE WESTERLY LINE OF A STRIP OF LAND, 100.00 FEET WIDE, THE CENTER LINE OF WHICH IS THE CENTER LINE OF THAT CERTAIN 80.00 FOOT STRIP OF LAND, ANGELES FOREST HIGHWAY (FORMERLY ANGELES HIGHWAY), DESCRIBED IN THE DEED TO THE COUNTY OF LOS ANGELES, RECORDED ON AUGUST 23, 1932 AS INSTRUMENT NO. 915 IN BOOK 11753, PAGE 192, OF OFFICIAL RECORDS, IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE NORTH THIRTY FEET OF THE EAST THIRTY FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

PARCEL 4:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTHERN THIRTY FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

APN: 3056-015-023

STATE OF CALIFORNIA

| County of Los Angeles |) § |
|--|--|
| Notary Public, personally appeared me on the basis of satisfactory evidence to be within instrument and acknowledged to me | me, H. Eftekhari - Notarv Public a /ho proved to the person(s) whose name(s) is/are subscribed to the that he/she/they executed the same in his/her/their their signature(s) on the instrument the person(s), or acted, executed the instrument. |
| I certify under PENALTY OF PERJURY foregoing paragraph is true and correct | under the laws of the State of California that the |
| WITNESS my hand and official seal. | H. EFTEKHARI COMMISSION #2298804 NOTARY PUBLIC • CALIFORNIA Ω |
| H. Establa Signature of Notary | LOS ANGELES COUNTY Commission Expires AUGUST 22, 2023 |
| | (Affix seal here) |

| STATE OF CALIFORNIA |) |
|-----------------------|-----|
| County of Los Angeles |) § |

On August 23, 2022, before me, Deniel Coltellare a

Notary Public, personally appeared Michael Healy who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

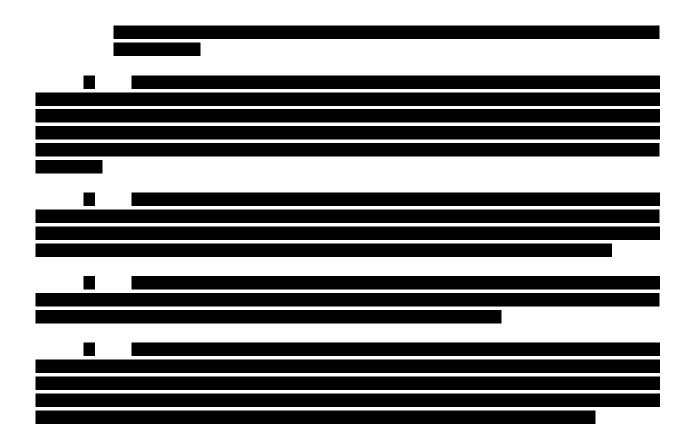
///

Signature of Notary

DANIEL COLTELLARO
Notary Public - California
Los Angeles County
Commission # 2293444
My Comm. Expires Jun 16, 2023

SECOND AMENDMENT TO SOLAR POWER GENERATING FACILITY LAND OPTION AND PURCHASE AGREEMENT

| This SECOND AMENDMENT TO SOLAR POWER GENERATING FACILITY LAND OPTION AND PURCHASE AGREEMENT (this "Second Amendment") is made and entered into as of August 29, 2025 ("Second Amendment Date"), by and between |
|--|
| ("Seller"), and Prairie Song Reliability Project LLC, a Delaware limited liability company (f.k.a. 16DO 8ME LLC, a Delaware limited liability company), ("Purchaser"; together with Seller, the "Parties" and each, a "Party"), with reference to the following facts: |
| RECITALS |
| A. Reference is hereby made to that certain Solar Power Generating Facility Land Option and Purchase Agreement dated August 18, 2022, and the First Amendment to Solar Power Generating Facility Land Option and Purchase Agreement dated September 20, 2024, between the Parties (collectively, the "Option Agreement"). |
| B. Capitalized terms used and not defined in this Second Amendment have the meanings given to them in the Option Agreement. |
| C. The Parties desire to amend the Option Agreement as provided in this Second Amendment. |
| AMENDMENT |
| NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows: |
| 1. <u>Purchase Option Period.</u> Section 2(a)(x) of the Option Agreement is hereby deleted in its entirety and replaced with the following: |
| (x) Purchase Option Period . The Purchase Option Period (as defined below) shall be up to sixty (60) months from the Purchase Option Period Start Date (" Purchase Option Period "). During the Purchase Option Period, Seller shall be responsible for all taxes, fees, costs and expenses associated with the Property, except for those outlined explicitly herein. |
| 2. |
| |
| |
| |
| |
| |



[signatures on the following page]

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed and effective as of the Second Amendment Date.



PURCHASER:

Prairie Song Reliability Project LLC, a Delaware limited liability company

| Ву: | | _ |
|--------|--|---|
| Name: | | |
| Title: | | |

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed and effective as of the Second Amendment Date.



PURCHASER:

Prairie Song Reliability Project LLC, a Delaware limited liability company

Sam Littlefield

Name: _____Sam Littlefield

Title: _____ Chief Development Officer









Pages: 0009

Recorded/Filed in Official Records Recorder's Office, Los Angeles County, California

02/09/23 AT 08:00AM

| FEES: | 65.00 |
|--------|--------|
| TAXES: | 0.00 |
| OTHER: | 0.00 |
| SB2: | 150.00 |
| PAID: | 215.00 |





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SEQ: 01

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

Accom-ML



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| Recording Requested By And |) | | |
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| When Recorded Mail to: |) | | |
| |) | | |
| 16DO 8me LLC |) | | |
| c/o Avantus Clean Energy |) | | |
| Attn: Transactions |) | | |
| 4370 Town Center Blvd., Suite 110 | | | |
| El Dorado Hills, CA 95762 |) | 12 | |
| |) | | |
| 5 |) | | |
| | | | |

(Space above this line for Recorder's Use)

Los Angeles County, California APN: 3056-017-027 and 3056-017-028

MEMORANDUM OF SOLAR POWER GENERATING FACILITY LAND OPTION AND PURCHASE AGREEMENT

Seller is the owner of the real property described on Exhibit A ("Property"). Seller has granted and hereby does grant to Purchaser and Purchaser has accepted and hereby does accept from Seller, pursuant to the terms of that certain Solar Power Generating Facility Land Option and Purchase Agreement, with an effective date of December 9, 2022 (the "Option Agreement"), an option to purchase the Property pursuant to the terms of the Option Agreement.

This instrument is a memorandum of the Option Agreement and is subject to all of the terms, covenants and conditions provided in the unrecorded Option Agreement and in no way modifies the provisions of the Option Agreement. 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. If the terms of this instrument are inconsistent with the terms of the Option Agreement, the terms of the Option Agreement shall prevail. This instrument may be executed in one or more counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. Unless otherwise defined herein, capitalized terms in this Memorandum have the meanings given them in the Option Agreement.

Seller and Purchaser have agreed to record this Memorandum to give notice of the Option Agreement and significant provisions thereof, including, without limitation, the following.

Memorandum of Solar Power Generating Facility Land Option and Purchase Agreement 16DO 8ME LLC

Page 1 of 7

- 1. Existing Leases and Mortgages. Notwithstanding Section 2(e) in the Option Agreement, and subject to Section 3(a)(ii) in the Option Agreement, Seller may lease the Property to third-party tenants for the time period ending on the Purchase Closing Date, *provided*, that any Leases to be entered into by Seller after the Effective Date shall require Purchaser's prior written approval, which shall not unreasonably be withheld. Purchaser shall acquire the Property free and clear of any Mortgage. If Seller encumbers the property with a Mortgage, Seller agrees to fully cooperate with Purchaser to effect a removal of all Mortgages as of the Purchase Closing Date.
- 2. Option Period. The Purchase Option Period of the Option Agreement is thirty-six (36) months from the Purchase Option Period Start Date. Purchaser shall have the right to exercise the Purchase Option by delivering an Exercise Notice at any time prior to the Purchase Option Termination Date.
- 3. Termination. If Purchaser terminates the Option Agreement, then Purchaser will record a quitclaim deed and release of this Memorandum in the public records.
- 4. Right to Assign. Purchaser shall have the absolute right to assign the Option Agreement in its entirety or any of its rights, duties and/or obligations therein to any Assignee, provided that such Assignee assumes in writing all of Purchaser's rights, duties and obligations therein.
- 5. Notices. All notices, requests, statements or payments will be made to the addresses and persons specified below. All notices, requests, statements or payments will be made in writing except where the Option Agreement expressly provides that notice may be made orally. Notices required to be in writing will be delivered by hand delivery, overnight delivery, or e-mail (so long as a copy of such e-mail notice is provided immediately thereafter in accordance with the requirements of this Section 5 by hand delivery or overnight delivery, unless confirmation of successful transmission is received). Notice by hand delivery or overnight delivery will be deemed to have been received when delivered. Notice by e-mail will be deemed to have been received when such e-mail is transmitted, so long as a copy of such e-mail notice is delivered immediately thereafter by hand delivery or overnight delivery unless confirmation of successful transmission is received. When notice is permitted to be provided orally, notice by telephone will be permitted and will be deemed to have been received at the time the call is received. A Party may change its address by providing notice of the same in accordance with the provisions of this Section 5.

If to Seller:



If to Purchaser:

16DO 8me LLC c/o Avantus Clean Energy 4370 Town Center Blvd., Suite 110 El Dorado Hills, CA 95762 Attn: Transactions

[SIGNATURE PAGE FOLLOWS]

Memorandum of Solar Power Generating Facility Land Option and Purchase Agreement 16DO 8ME LLC

Page 3 of 7

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Solar Power Generating Facility Land Option and Purchase Agreement, affecting the Property with assessor parcel numbers 3056-017-027 and 3056-017-028, as of the date first above written.

Seller:



Purchaser:

16DO 8ME LLC,

a Delaware limited liability company

By: Name: Signed in counterput

Title:

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Solar Power Generating Facility Land Option and Purchase Agreement, affecting the Property with assessor parcel numbers 3056-017-027 and 3056-017-028, as of the date first above written.

Seller:



Purchaser:

16DO 8ME LLC,

a Delaware limited liability company

By:

Name: Thomas Buttgenbach

Title:

President

EXHIBIT A

Legal Descriptions of Site

All that real property situated in the County of Los Angeles, State of California, bounded and described as follows:

LOTS 8 AND 9 OF TRACT 41990, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1081, PAGES 80 TO 82, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 3056-017-027 APN: 3056-017-028

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| County of Les Ageles |)§ | | | |
| | efore me | Devial | Colfellaro | a |
| Notary Public, personally appeared_ | 508 B | 200 | | who proved to |
| me on the basis of satisfactory evidence | | | | |
| within instrument and acknowledged to authorized capacity(ies), and that by his | s/h er/thei r s | signature (s) | on the instrume | |
| the entity upon behalf of which the pers | on(s) acted | l, executed t | he instrument. | |

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature of Notary

DANIEL COLTELLARO
Notary Public - California
Los Angeles County
Commission # 2293444
My Comm. Expires Jun 16, 2023

(Affix seal here)

Acknowledgment to Memorandum of Solar Power Generating Facility Land Option and Purchase Agreement
16DO 8ME LLC

Page 6 of 7

| STATE OF | CALIFORNIA |) |
|-------------|-------------|----|
| County of _ | Los Angeles |)§ |

On January 19, 2023 , before me, Daniel Coltellaro a

Notary Public, personally appeared Thomas Buttgenbach who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature of Notary

DANIEL COLTELLARG
Notary Public - California
Los Angeles County
Commission # 2293444
My Comm. Expires Jun 16, 2023

(Affix seal here)

Acknowledgment to Memorandum of Solar Power Generating Facility Land Option and Purchase Agreement 16DO 8ME LLC

Page 7 of 7

FIRST AMENDMENT TO SOLAR POWER GENERATING FACILITY LAND OPTION AND PURCHASE AGREEMENT

This FIRST AMENDMENT TO SOLAR POWER GENERATING FACILITY LAND OPTION AND PURCHASE AGREEMENT (this "First Amendment") is made and entered into as of August 13, 2025 ("First Amendment Date"), by and between ________, ("Seller"), and Prairie Song Reliability Project LLC, a Delaware limited liability company (f.k.a. 16DO 8ME LLC, a Delaware limited liability company), ("Purchaser"; together with Seller, the "Parties" and each, a "Party"), with reference to the following facts:

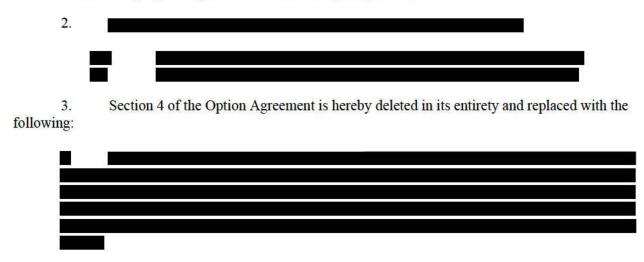
RECITALS

- A. Reference is hereby made to that certain Solar Generating Facility Land Option and Purchase Agreement dated January 26, 2023, between the Parties (the "Option Agreement").
- B. Capitalized terms used and not defined in this First Amendment have the meanings given to them in the Option Agreement.
 - C. The Parties desire to amend the Option Agreement as provided in this First Amendment.

AMENDMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

- 1. Section 2(a)(x) of the Option Agreement is hereby deleted in its entirety and replaced with the following:
 - x. **Purchase Option Period**. The Purchase Option Period (as defined below) shall be up to sixty (60) months from the Purchase Option Period Start Date ("**Purchase Option Period**"). During the Purchase Option Period, Seller shall be responsible for all taxes, fees, costs and expenses associated with the Property, except for those outlined explicitly herein



4. <u>Mutual Acknowledgements</u>. Each Party, to its knowledge, hereby represents and warrants to the other Party that as of the First Amendment Date: (a) the Option Agreement, as hereby amended, is



IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed and effective as of the First Amendment Date.



PURCHASER:

Prairie Song Reliability Project LLC, a Delaware limited liability company

| Ву: | 1.00 | |
|--------|------|---|
| Name: | | _ |
| Title: | | |

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed and effective as of the First Amendment Date.



PURCHASER:

Prairie Song Reliability Project LLC, a Delaware limited liability company



FIRST AMENDMENT TO OPTION TO PURCHASE REAL ESTATE

| This FIRST AMENDMENT TO OPTION TO PURCHASE REAL ESTATE (this "First Amendment") is made and entered into as of July 17, 2025 ("First Amendment Date"), by and between a married man as his sole and separate property as to a fifty percent (50%) undivided interest and a married woman as her sole and separate property as to a fifty percent (50% undivided interest (collectively the "Owner"), and Prairie Song Reliability Project LLC, a Delaware limited liability company (f/k/a 16DO 8ME LLC a Delaware limited liability company) ("Buyer"; together with Owner, the "Parties" and each, a "Party"), with reference to the following facts: |
|--|
| RECITALS |
| A. Reference is hereby made to that certain Option to Purchase Real Estate dated August 18 2022, between the Parties (the "Option Agreement"). |
| B. Capitalized terms used and not defined in this First Amendment have the meanings given to them in the Option Agreement. |
| C. The Parties desire to amend the Option Agreement as provided in this First Amendment. |
| AMENDMENT |
| NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows: |
| 1. The following will be added to Section 2 (h) of the Option Agreement: |
| (iv) Year Four: An annual amount of |
| The Year Four Purchase Option Payment will be made in advance of October 17, 2025 as an annual payment. |
| 2. Section 4 of the Option Agreement is hereby deleted in its entirety and replaced with the following: |
| "4. Purchase Price. The purchase price (the "Purchase Price") for the Property shall be The Purchase Price shall be due and payable to Selle in full on the Purchase Closing Date, provided, however, that any costs incurred by Purchaser unde Sections 2(e) or 2(f) with respect to the Property, shall be credited through Escrow against the Purchase Price. Purchase Option Payments actually paid by the Buyer shall NOT be credited against the Purchase Price. Notwithstanding the foregoing, the Year Four Purchase Option Payment of shall be credited towards the Purchase Price." 3. Section 2(a)(x) of the Option Agreement is hereby deleted in its entirety and replaced |

- 3. Section 2(a)(x) of the Option Agreement is hereby deleted in its entirety and replaced with the following:
 - "(x) Purchase Option Period. The Purchase Option Period (as defined below) shall be up to forty eight (48) months from the Purchase Option Start Date ("Purchase Option Period"). During the Purchase Option Period, Seller shall be responsible for all taxes, fees, costs, and expenses associated with the Property, except for those outlined explicitly herein."





BUYER:

Prairie Song Reliability Project LLC, a Delaware limited liability company

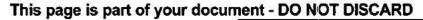
By: /

Name: Sam Littlefield

Title: Chief Development Officer

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed and effective as of the First Amendment Date.

| OWNER: | |
|---|------------------|
| By: Nan Title | |
| By: Name: Title: (| |
| BUYER: | |
| Prairie Song Reliability Project a Delaware limited liability co | et LLC, mpany |
| By: | |
| Name: | WI - WAT - WAT |









Pages: 0009

Recorded/Filed in Official Records Recorder's Office, Los Angeles County, California

08/30/22 AT 08:00AM

| PAID: | 118.00 |
|--------|--------|
| SB2: | 75.00 |
| OTHER: | 0.00 |
| TAXES: | 0.00 |
| FEES: | 43.00 |







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SEQ:

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED



| Recording Requested by: FNTG Western Region Energy Services | | |
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| The motion hogien bliefly out vices | | |
| Recording Requested By And |) | |
| When Recorded Mail to: |) | |
| |) | |
| 16DO 8me LLC |) | |
| c/o 8minute Solar Energy LLC |) | |
| Attn: Transactions |) | |
| 4370 Town Center Blvd., Suite 110 | | |
| El Dorado Hills, CA 95762 |) | |
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| 30089853 | | |

(Space above this line for Recorder's Use)

Los Angeles County, California

APN: 3056-017-026

MEMORANDUM OF SOLAR POWER GENERATING FACILITY LAND OPTION AND PURCHASE AGREEMENT

THIS MEMORANDUM OF SOLAR POWER GENERATING FACILITY LAND OPTION AND PURCHASE AGREEMENT ("Memorandum") is dated as of August 23 2022, by and between

(collectively and jointly and severally, "Seller"), and 16DO 8ME LLC, a Delaware limited liability company, or assignee ("Purchaser").

This instrument is a memorandum of the Option Agreement and is subject to all of the terms, covenants and conditions provided in the unrecorded Option Agreement and in no way modifies the provisions of the Option Agreement. 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. If the terms of this instrument are inconsistent with the terms of the Option Agreement, the terms of the Option Agreement shall prevail. This instrument may be executed in one or more counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. Unless otherwise defined herein, capitalized terms in this Memorandum have the meanings given them in the Option Agreement.

Seller and Purchaser have agreed to record this Memorandum to give notice of the Option Agreement and significant provisions thereof, including, without limitation, the following.

- 1. Existing Leases and Mortgages. Notwithstanding Section 2(e) in the Option Agreement, and subject to Section 3(a)(ii) in the Option Agreement, Seller may lease the Property to third-party tenants for the time period ending on the Purchase Closing Date, *provided*, that any Leases to be entered into by Seller after the Effective Date shall require Purchaser's prior written approval, which shall not unreasonably be withheld. Purchaser shall acquire the Property free and clear of any Mortgage. If Seller encumbers the property with a Mortgage, Seller agrees to fully cooperate with Purchaser to effect a removal of all Mortgages as of the Purchase Closing Date.
- 2. Option Period. The Purchase Option Period of the Option Agreement is thirty-six (36) months from the Purchase Option Period Start Date. Purchaser shall have the right to exercise the Purchase Option by delivering an Exercise Notice at any time prior to the Purchase Option Termination Date.
- 3. Termination. If Purchaser terminates the Option Agreement, then Purchaser will record a quitclaim deed and release of this Memorandum in the public records.
- 4. Right to Assign. Purchaser shall have the absolute right to assign the Option Agreement in its entirety or any of its rights, duties and/or obligations therein to any Assignee, provided that such Assignee assumes in writing all of Purchaser's rights, duties and obligations therein.



If to Purchaser:

16DO 8me LLC c/o 8minute Solar Energy LLC 4370 Town Center Blvd., Suite 110 El Dorado Hills, CA 95762 Attn: Transactions

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Solar Power Generating Facility Land Option and Purchase Agreement, affecting the Property with assessor parcel number 3056-015-008, as of the date first above written.





Purchaser:

16DO 8ME LLC,

a Delaware limited liability company

By:

Name: Title:

Thomas Buttgenbach Michael Healy President Chief Comunicial Officer of Sminhe Power LC, ultimbe powert, duly anterized

| STATE OF CALIFORNIA |) |
|-----------------------|-----------|
| County of Los Angeles | —)) 8 |
| | |

On August 16, 2022, before me, <u>Carmen M. Ecker</u>, <u>Netary Public</u> a

Notary Public, personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Carmen m, Eller Signature of Notary CARMEN M. ECKER
Notary Public - California
Los Angeles County
Commission # 2389105
My Comm. Expires Jan 29, 2026

(Affix seal here)

| STATE OF CALIFORNIA |) |
|-----------------------|-----|
| County of Los Angeles |) { |

On August 16, 2022 before me. Carmen M. Eeker, Notary Poblica who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

CARMEN M. ECKER
Notary Public - California
Los Angeles County
Commission # 2389105
My Comm. Expires Jan 29, 2026

Carmen m. Ecler Signature of Notary

(Affix seal here)

| STATE OF CALIFORNIA |) |
|-----------------------|----------|
| County of Los Angeles |) §) |

On August 23, 2022, before me, Daniel Coltellaro a
Notary Public, personally appeared Michael Healy who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature of Notary

DANIEL COLTELLARO

Notary Public - California

Los Angeles County

Commission # 2293444

My Comm. Expires Jun 16, 2023

(Affix seal here)

EXHIBIT A

Legal Descriptions of Site

All that real property situated in the County of Los Angeles, State of California, bounded and described as follows:

LOT 7 OF TRACT NO. 41990, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1081, PAGE(S) 80 TO 82, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 3056-017-026

OPTION TO PURCHASE REAL ESTATE

This OPTION TO PURCHASE REAL ESTATE (this "Agreement"), dated as of September 17, 2024 ("Effective Date"), is entered into by and between ("Owner"), on one hand, and Cedar Holdco LLC, a Delaware limited liability company ("Buyer"), on the other hand.

WHEREAS, Owner is the owner of that certain real property located in Los Angeles County, California identified as Assessor's Parcel Number 3056-017-016 and consisting of approximately 5 acres, as generally depicted and/or described on Exhibit A attached hereto and made a part hereof for all purposes (such property, together with all improvements thereon and all rights, interests and appurtenances pertaining thereto or benefitting such property (including, but not limited to any and all mineral and water rights), is hereinafter referred to as the "Property").

WHEREAS, Buyer desires to obtain from Owner an exclusive option to purchase the Property.

NOW, THEREFORE, the parties hereto agree as follows:

Payment") and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Owner, Owner hereby grants to Buyer an exclusive right and option to purchase the Property (the "Option") at the Purchase Price (as hereinafter defined) and on the terms and conditions hereinafter set out. In addition, Buyer shall pay Owner the amount the "Initial Option Payment") by the date that is ninety (90) days after the Effective Date if Buyer elects if Buyer elects, in its sole discretion, to maintain the Option and proceed with the Option Term (as defined below). If Buyer does not pay the Initial Option Payment when required, then this Agreement shall terminate with the Consideration Payment being retained by Owner and the parties shall have no further rights or obligations under this Agreement.

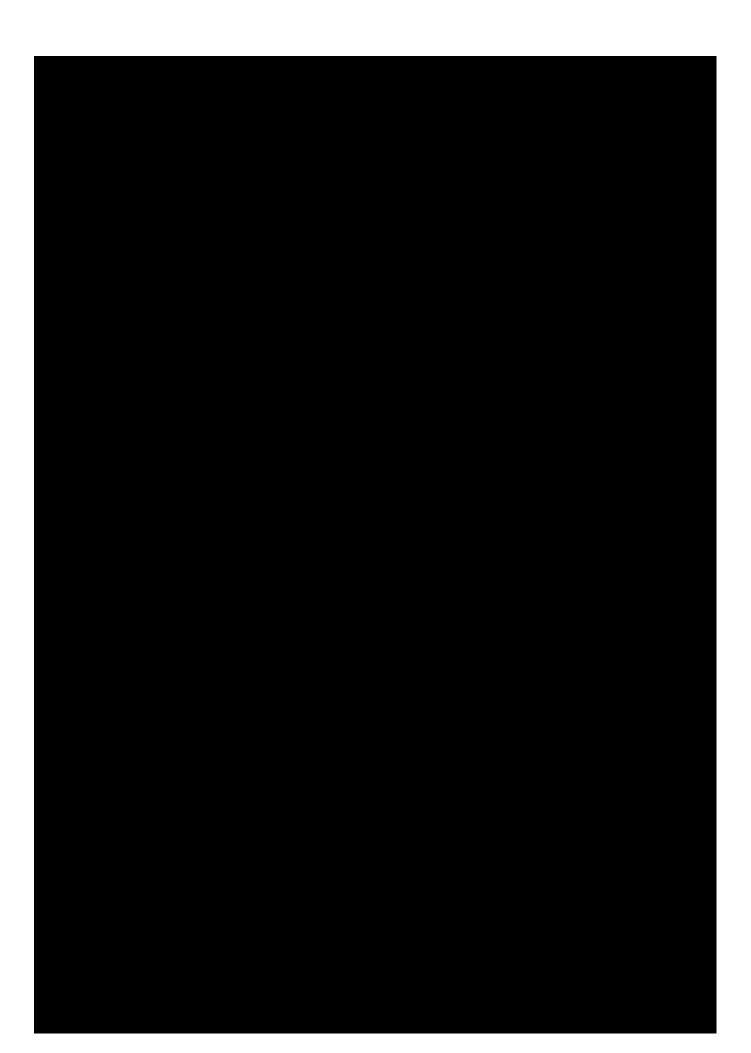
2

3. **Option Term**. The term of the Option herein granted is for a period commencing on the Effective Date and expiring at midnight on the day that is six (6) months after the Effective Date (the "Initial Term"; as may be extended pursuant to this <u>Section 3</u>, the "Option Term"); provided, however, Buyer may extend the Option Term an additional period of six (6) months), to twelve (12) months after the Effective Date (the "First Extension Term"), by the payment to Owner of the additional sum of **Payment**") prior to the expiration of the Initial Term

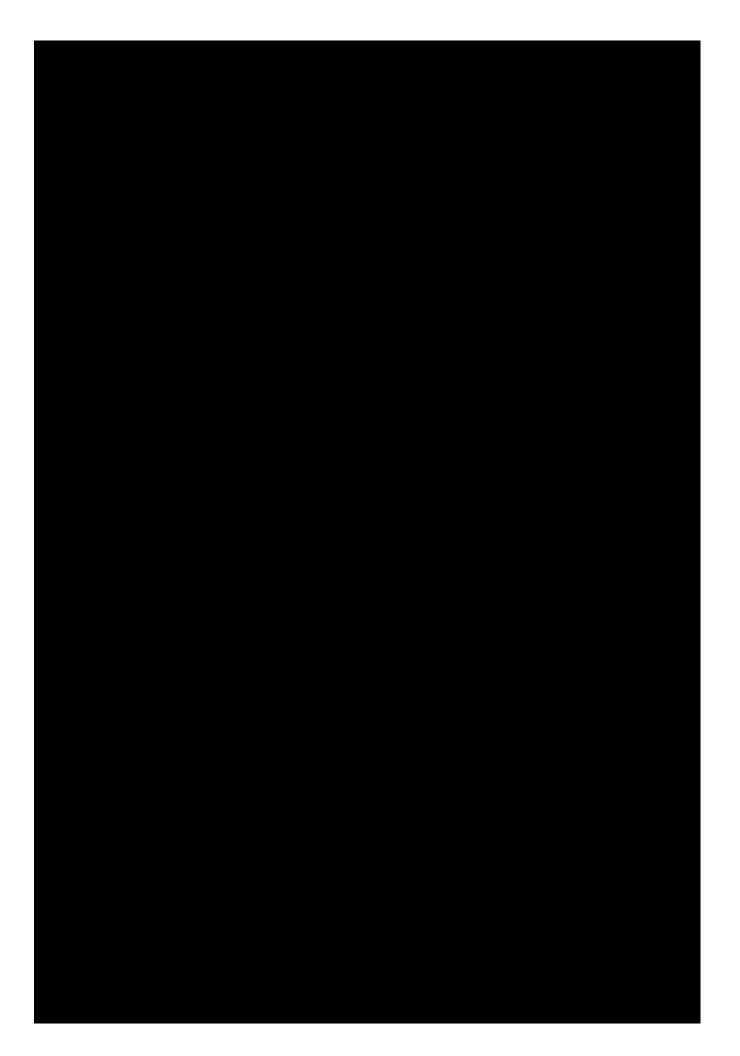
If the Option is not exercised by notice in writing prior to the expiration of the Option Term, then the Option shall expire, this Agreement shall terminate (with the Option Payments being retained by Owner) and the parties shall have no further rights or obligations under this Agreement. For purposes of this Agreement, "Option Payments" mean, collectively, the Consideration Payment, the Initial Option Payment and the First Extension Payment, each if and the extent funded by Buyer. Notwithstanding anything in this Agreement to the contrary, the Consideration Payment shall be paid to Owner and considered completely nonrefundable to Buyer in all events, it being the intent of the parties to recognize that such amount has been bargained for and agreed to as independent consideration for Buyer's exclusive right to purchase the Property pursuant to and in accordance with the terms of this Agreement, and for Owner's execution and delivery of this Agreement.

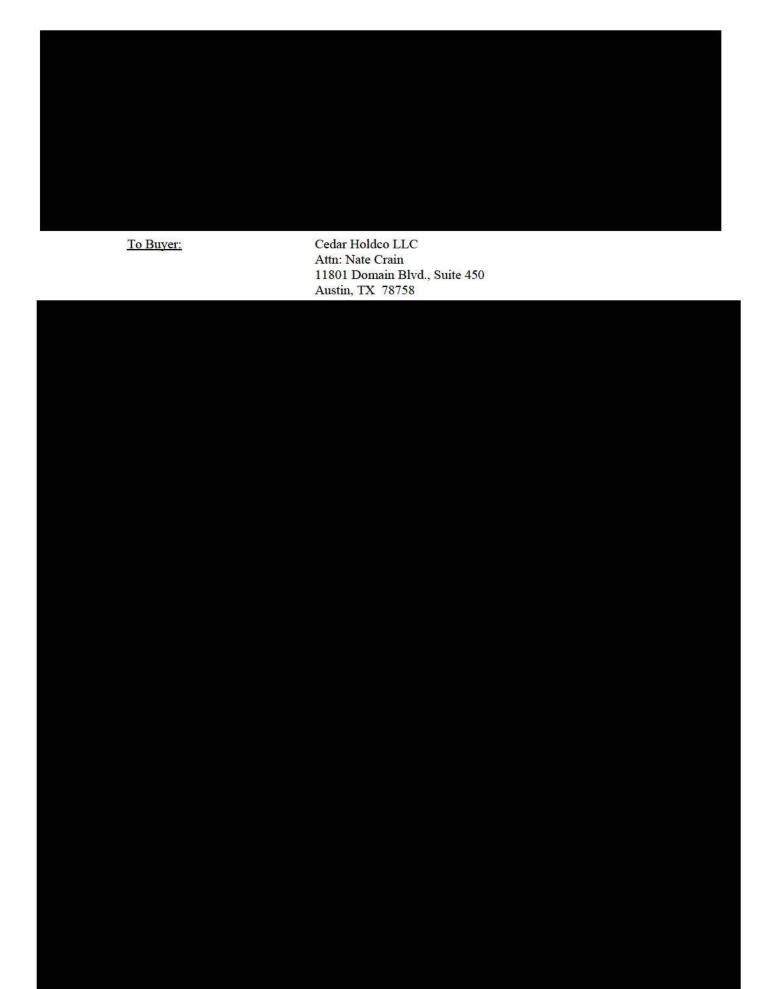
4. Exercise of Option. Buyer may exercise the Option (if at all, in its sole discretion) at any time prior to the expiration of the Option Term by delivering written notice (the "Exercise Notice") to Owner. The Exercise Notice shall specify (a) the full legal name of the party designated by Buyer to receive title to the Property upon the Closing (as hereinafter defined), (b) an escrow holder designated by Buyer (the "Escrow Holder") to facilitate the closing of the transactions contemplated by this Agreement (the "Closing"), (c) Buyer's anticipated date for the Closing, which shall not be more than sixty (60) days after the date of the Exercise Notice (the "Scheduled Closing Date"), and (d) a legal description of the Property. Nothing in this Agreement is intended or shall operate to require or obligate Buyer to purchase the Property or use the Property for any particular purpose, and Buyer may terminate the Option and this Agreement at its sole election and at any time.







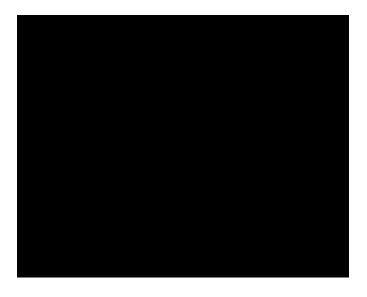






IN WITNESS WHEREOF, intending to be legally bound, the parties have caused this Agreement to be executed by their duly authorized representative with their respective signatures below.

OWNER:



BUYER:

Cedar Holdco LLC

a Delaware limited liability company

By: Sam Littlefield

Name: Sam Littlefield

Title: EVP Development

Date: 24/09/20

EXHIBIT A

Property Description and/or Depiction

The Property is located on Kentucky Springs Road in Acton, Los Angeles County, California with the Assessor's Parcel Number of 3056-017-016 and is outlined in blue on the aerial picture below.



FIRST AMENDMENT TO OPTION TO PURCHASE REAL ESTATE

| FIRST AMENDMENT TO OF HON TO FUNCTIASE REAL ESTATE | | | | |
|---|--|--|--|--|
| This FIRST AMENDMENT TO OPTION TO PURCHASE REAL ESTATE (this "First Amendment") is made and entered into as of June 25, 2025 ("First Amendment Date"), by and between ("Owner"), and Coval Infrastructure DevCo LLC, Delaware limited liability company as assigned by Cedar Holdco LLC, a Delaware limited liability company on June 6, 2025 ("Buyer"; together with Owner, the "Parties" and each, a "Party"), with reference to the following facts: | | | | |
| RECITALS | | | | |
| A. Reference is hereby made to that certain Option to Purchase Real Estate dated September 17, 2024, between the Parties (the "Option Agreement"). | | | | |
| B. Capitalized terms used and not defined in this First Amendment have the meanings given to them in the Option Agreement. | | | | |
| C. The Parties desire to amend the Option Agreement as provided in this First Amendment. | | | | |
| AMENDMENT | | | | |
| NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows: | | | | |
| 1. | | | | |
| Option Term. Section 3 of the Option Agreement is hereby deleted in its entirety and replaced with the following: | | | | |
| "3. Option Term. The term of the Option herein granted is for a period commencing on the Effective Date and expiring at midnight on the day that is six (6) months after the Effective Date (the "Initial Term"; as may be extended pursuant to this Section 3, the "Option Term"); provided, however, Buyer may extend the Option Term an additional period of six (6) months), to twelve (12) months after the Effective Date (the "First Extension Term"), by the payment to Owner of the additional sum of | | | | |
| 550 | | | | |



IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed and effective as of the First Amendment Date.

OWNER:



BUYER:

Coval Infrastructure DevCo LLC, a Delaware limited liability company

Name: Sam Littlefield

Title: Chief Development Officer









Pages: 0007

Recorded/Filed in Official Records Recorder's Office, Los Angeles County, California

02/25/25 AT 03:13PM

| FEES: | 37.00 |
|--------|--------|
| TAXES: | 0.00 |
| OTHER: | 0.00 |
| SB2: | 75.00 |
| PAID: | 112.00 |





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00025256045



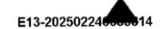
015157129

SEQ: 01

SECURE - Daily



THIS FORM IS NOT TO BE DUPLICATED



Recording Requested by:

And When Recorded Return to:

Ambar Power DevCo LLC 11801 Domain Blvd., Suite 450 Austin, TX 78758 Attn: Nate Crain

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

APN(s): 3056-017-022

THE UNDERSIGNED OWNER DECLARES
DOCUMENTARY TRANSFER TAX is: None; Only for notice of agreement for purchase and sale of real property.

MEMORANDUM OF AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT

This MEMORANDUM OF AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT is made and entered into as of February \underline{b} , 2025 (the "Effective Date"), by and between **EKO, INC.**, a California corporation, on the one hand ("Seller"), and Ambar Power DevCo LLC, a Delaware limited liability company, on the other hand ("Buyer").

RECITALS:

- A. Seller and Buyer are parties to that certain Amended and Restated Purchase and Sale Agreement, dated as of even date herewith (the "Purchase Agreement"), pursuant to which pursuant to which Seller has agreed to sell to Buyer certain real property located Los Angeles County, State of California, consisting of one (1) legal parcel identified as 3056-017-022 with a gross acreage of approximately ten (10) acres, as more particularly described on Exhibit "A" attached hereto (the "Land"), together with all of Seller's interest in any rights and/or interests (including, but not limited to, any mineral and water rights) benefitting or otherwise appurtenant to the Land (together with the Land, the "Property"). Capitalized terms used and not defined in this Memorandum have the meanings given to them in the Purchase Agreement.
- B. Seller and Buyer now desire to provide for public notice of the existence of the Purchase Agreement and Buyer'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, Seller and Buyer hereby agree as follows:
- 1. <u>Purchase Agreement</u>. Seller has agreed to sell the Property to Buyer on the terms and conditions set forth in the Purchase Agreement.
- 2. <u>Escrow Term.</u> Subject to the terms and conditions set forth in the Purchase Agreement, the date for closing of the sale of the Property shall be no later than October 15, 2026 ("Escrow Term").

- 3. <u>Site Inspections and Evaluation</u>. During the Escrow Term, Buyer and its agents, invitees, and contractors access to the Property without charge and at all reasonable times for the purpose of investigation and testing, including but not limited to making surveys and conducting soil tests, soil borings, appraisals, shading analysis and other site condition and suitability investigations, examinations and testings of, installations of solar resource evaluation equipment on, groundwater and structural analysis, engineering studies, core sampling for engineering reports, locating existing rights of way, easements, and utilities and evaluating the Property for distribution/transmission line connections to the local utility. Seller authorizes any governmental agency with jurisdiction over the Property, and each of their agents, consultants and employees to enter the Property for the purpose of making inspections related to the issuance of Permits.
- 4. <u>Buyer's Development</u>. As more particularly set forth in the Purchase Agreement, Seller consents to Buyer, its successors and/or assignees applying to any public agency for, prosecuting and obtaining any land use entitlements, permits, subdivisions and other approvals necessary or convenient for its desired use of the Property, including, but not limited to, zone changes, conditional use permits, variances, rights of way, any kind of environmental permit, and any other governmental permits, licenses and approvals.
- 5. <u>No Further Encumbrances</u>. During the Escrow Term, Seller shall not grant or permit (or otherwise amend or waive any rights with respect to) any easement, lien or other encumbrance to be filed against the Property without the prior written consent of Buyer.
- 6. <u>Effect of Purchase Agreement; Interest in Real Property</u>. The parties intend that the Purchase Agreement creates a valid and present interest in the Property in favor of Buyer. Therefore, the Purchase Agreement shall be deemed an interest in and encumbrance upon the Property which shall run with the land and shall be binding upon the Property and Seller and its successors and assigns and shall inure to the benefit of Buyer and its successors and assigns.
- 7. <u>Miscellaneous</u>. This Memorandum is prepared for the purpose of recordation in the Official Records of Los Angeles County, California to provide record notice of the existence of the Purchase Agreement and the rights of Buyer thereunder. In the event of any inconsistency between this Memorandum and the Purchase Agreement, the terms of the Purchase 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 Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the dates in the acknowledgments below and to be effective as of the Effective Date.

SELLER:

EKO Inc., a California corporation



BUYER:

Ambar Power DevCo LLC, a Delaware limited liability company

By:

Name:

Title:

Date:

[Signature Page to Memorandum of Purchase Agreement]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| STATE OF CALIFORNIA) |
|--|
| STATE OF <u>California</u>) County of <u>Los Angeles</u>) ss. |
| On FEBRUARY 6, 2025, before me, MCLINOA ESTRADA, Notary Public, personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. |
| I certify under PENALTY OF PERJURY under the laws of the State of <u>CA</u> that the foregoing paragraph is true and correct. |
| WITNESS my hand and official seal. Mulila Estrala Notary Public |
| MELINDA ESTRADA Notary Public · California Los Angeles County Commission # 2351611 My Comm. Expires Mar 15, 2025 |

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF TEXAS

) ss.

COUNTY OF Travis

On February 24, 2025, before me, Marcelt McLeod, Notary Public, personally appeared Stephen T. Bush who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Marut Myese Notaty Public

HARRETT MCLEOD
No ary Public, State of Texas
Comm. Expires 06-01-2027
Notary ID 134387073

MARRETT MCLEOD
Notary Public, State of Texas
Comm. Expires 06-01-2027
Notary ID 134387073

EXHIBIT A

Land Description

All that real property situated in Los Angeles County, State of California consisting of one (1) legal parcel, described as follows:

Lot 3 of Tract No. 41990, in the unincorporated area, County of Los Angeles, State of California, as per Map recorded in Book 1081, Pages 80 to 82 Inclusive of Maps, In the Office of the County Recorder of said County.

APN 3056-017-022

Also Known as: APN 3056-017-022, Acton, CA 93550









Pages: 0008

Recorded/Filed in Official Records Recorder's Office, Los Angeles County, California

10/20/25 AT 08:00AM

FEES: 40.00

TAXES: 1,100.00 OTHER: 0.00

PAID: 1,140.00



LEADSHEET



202510200270001

00025922600



015585817

SEQ:

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED



RECORDING REQUESTED BY:

Stewart Title Guaranty Company

WHEN RECORDED RETURN IT AND ALL TAX STATEMENTS TO:

PSRP LAND I LLC c/o Coval Infrastructure 140 Broadway, 46th Floor New York, New York 10005-1155 Attention: Land Team

APN: 3056-027-007

Space Above This Line For Recorder's Use

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

DOCUMENTARY TRANSFER TAX IS \$\(\frac{1}{1}\), 100.00 CITY TAX \$\(\frac{1}{2}\)

Computed on full value of property conveyed; or

computed on full value less value of liens or encumbrances remaining at time of sale

X Unincorporated area: County of Los Angeles City of

GRANT DEED

For valuable consideration, receipt of which is acknowledged, as to an undivided 50% interest, and

as to an undivided 50% interest ("Grantor"), herby grants, conveys and transfers to PSRP LAND I LLC, a Delaware limited liability company ("Grantee"), that certain real property located in the County of Los Angeles, State of California, as legally described in Exhibit A, attached hereto and made a part hereof (the "Property"), together with all right, title and interest in and to all improvements located thereon, and all easements, rights of way and other interests appurtenant thereto, including, but not limited to, any streets or other public ways adjacent to such Property, and any and all mineral rights, air rights, development rights, permits, approvals and entitlements, water rights and any other rights and privileges appertaining to the Property.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor hereby executes this Grant Deed as of the date hereinafter written.

| GRANTOR: | | | | | | | |
|----------|------------------|--|--|--|--|--|--|
| DATED: | 10-13-25 | | | | | | |
| DATED: | e tus. Sussement | | | | | | |
| | | | | | | | |

IN WITNESS WHEREOF, Grantor hereby executes this Grant Deed as of the date hereinafter written.

| DATED: | | |
|--------|----------|--|
| DATED: | 10/14/25 | |
| | 20 | |

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

NOTARY ACKNOWLEDGEMENT

| STATE OF TEXAS) | |
|---|--|
| COUNTY OF TARRANT) | |
| On Dester 13, 2035, before me, | MAKALYLA HARMED |
| Notary Public, personally appeare | name of notary) |
| who proved to me on the basis of satisfactory evidence | to be the person(s) whose name(s) is/are |
| subscribed to the within instrument and acknowledged | to me that he/she/they executed the same |
| in his/her/their authorized capacity(ies), and that by his/person(s), or the entity upon behalf of which the person | V. 2 |
| I certify under PENALTY OF PERJURY under | the laws of the State of California that the |
| foregoing paragraph is true and correct. | |
| WITNESS my hand and official seal. | MAKAYLA HARNED Notary ID #133122146 |
| Signature Make 12ml | May 25, 2029 (Seal) |
| , (7 | £ |

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

NOTARY ACKNOWLEDGEMENT

| STATE OF (a)ifornia) |
|---|
| COUNTY OF Los Angeles) |
| on October 14th, 2025, before me, Alan Gutierrez Viveros, |
| Notary Public, personally appeared, |
| who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he she they executed the same |
| in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. |
| I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. |
| WITNESS my hand and official seal. |
| Signature (Seal) |
| |

NOTARY SEAL CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under penalty of perjury that the Notary Seal on the document to which this statement is attached reads as follows:

Name of Notary: Alan Gutierrez Viveros

Commission No. 2531509

County where Bond is filed: Los Angeles

Commission expiration date: August 31, 2029

Manufacturer or Vender No. MM11

Signature: _

Josie Peregrino

Place of Execution: San Diego Date: 10/16/25

EXHIBIT A TO GRANT DEED

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Los Angeles Unincorporated and described as follows:

Parcel of land containing 40 acres and being the Northeast quarter of the Northeast quarter of Section 33 Township 5 North, Range 12 West, San Bernardino Meridian County of L.A. State of California.

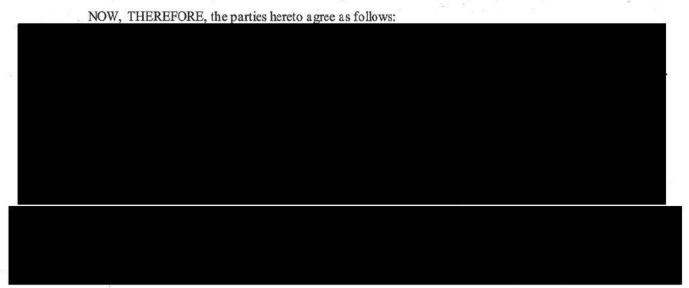
APN: 3056-027-007

OPTION TO PURCHASE REAL ESTATE

This OPTION TO PURCHASE REAL ESTATE (this "Agreement"), dated as of September 16, 2024 ("Effective Date"), is entered into by and between Cedar Holdco LLC, a Delaware limited liability company ("Buyer"), on the other hand.

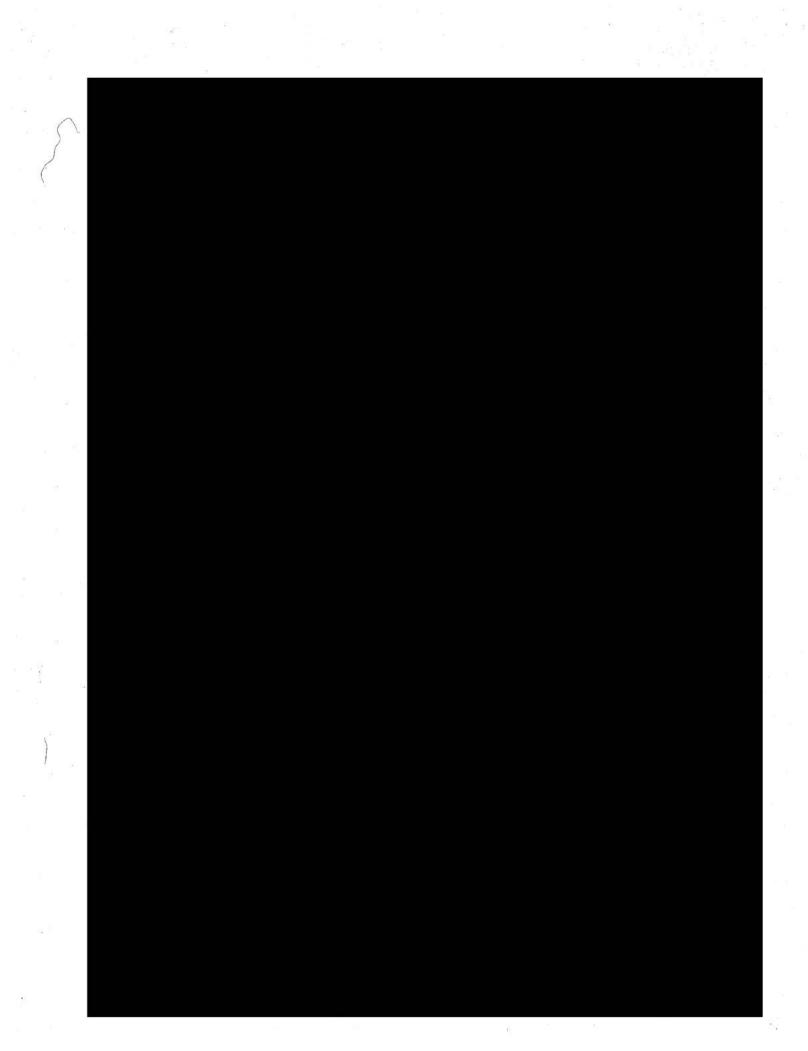
WHEREAS, Owner is the owner of that certain real property located 1300 Kentucky Springs Road in Acton in Los Angeles County, California identified as Assessor's Parcel Number 3056-027-031 and consisting of approximately 5 acres, as generally depicted and/or described on Exhibit A attached hereto and made a part hereof for all purposes (such property, together with all improvements thereon and all rights, interests and appurtenances pertaining thereto or benefitting such property (including, but not limited to any and all mineral and water rights), is hereinafter referred to as the "Property").

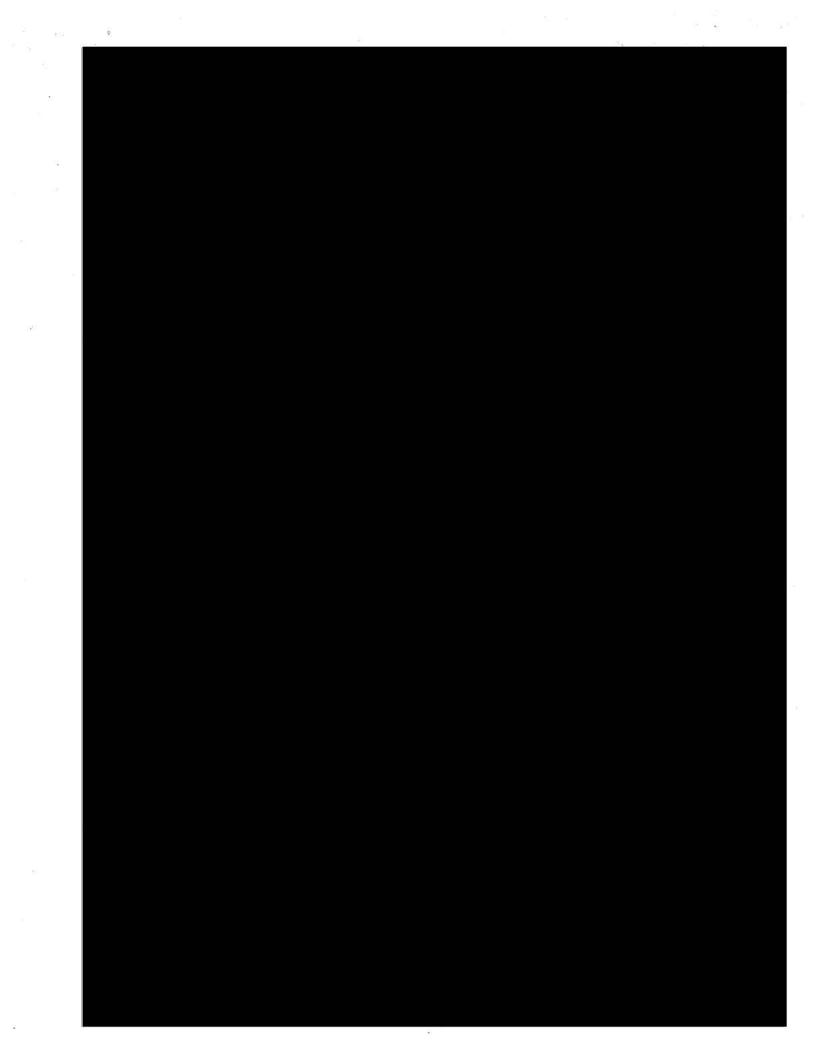
WHEREAS, Buyer desires to obtain from Owner an exclusive option to purchase the Property.

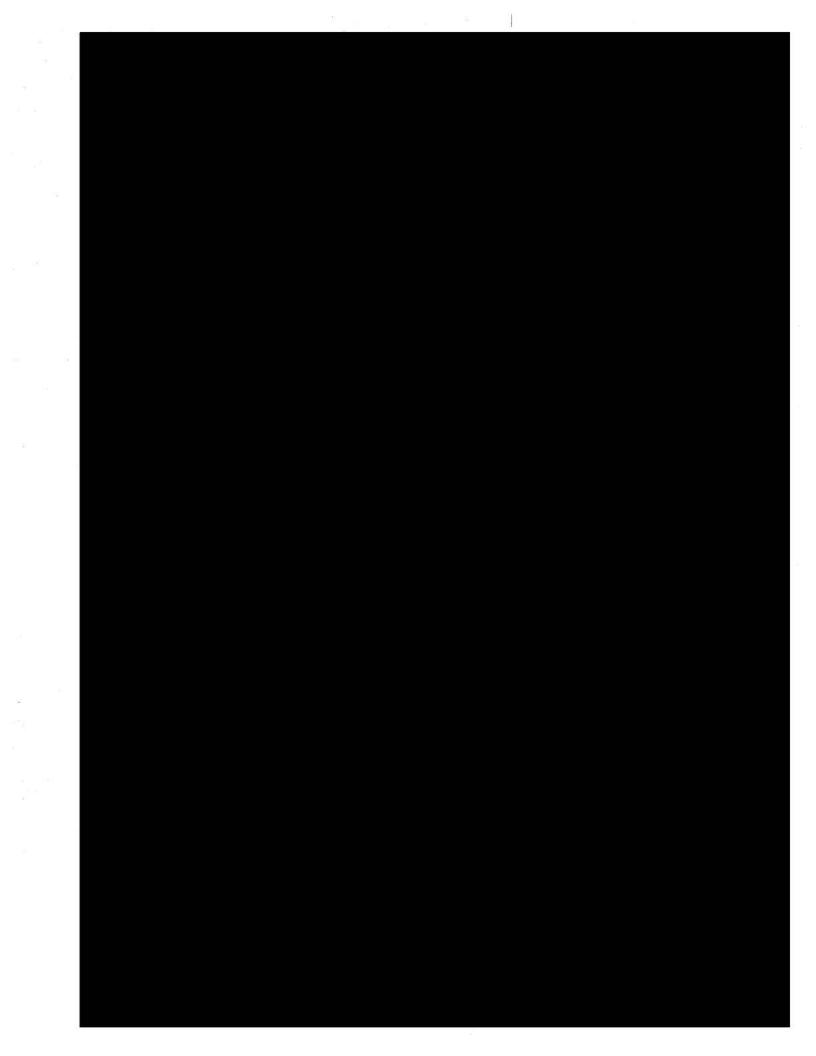


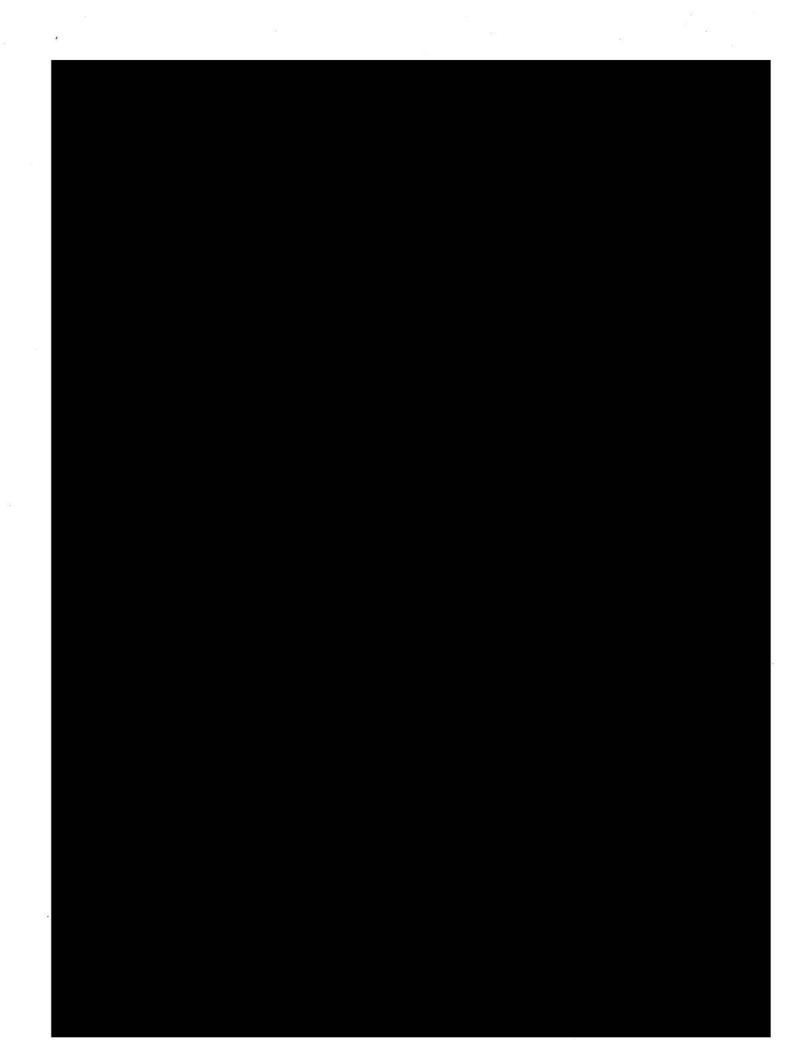
3. Option Term. The term of the Option herein granted is for a period commencing on the Effective Date and expiring at midnight on the day that is twelve (12) months after the Effective Date (the "Initial Term). There shall be no extensions beyond the 12 months from the Effective Date.

If the Option is not exercised by notice in writing prior to the expiration of the Option Term, then the Option shall expire, this Agreement shall terminate (with the Option Payments being retained by Owner) and the parties shall have no further rights or obligations under this Agreement. For purposes of this Agreement, "Option Payments" mean, collectively, the Consideration Payment and the Initial Option Payment, each if and the extent funded by Buyer. Notwithstanding anything in this Agreement to the contrary, 100% of the Consideration Payment shall be paid to Owner and considered completely nonrefundable to Buyer in all events, it being the intent of the parties to recognize that such amount has been bargained for and agreed to as independent consideration for Buyer's exclusive right to purchase the Property pursuant to and in accordance with the terms of this Agreement, and for Owner's execution and delivery of this Agreement





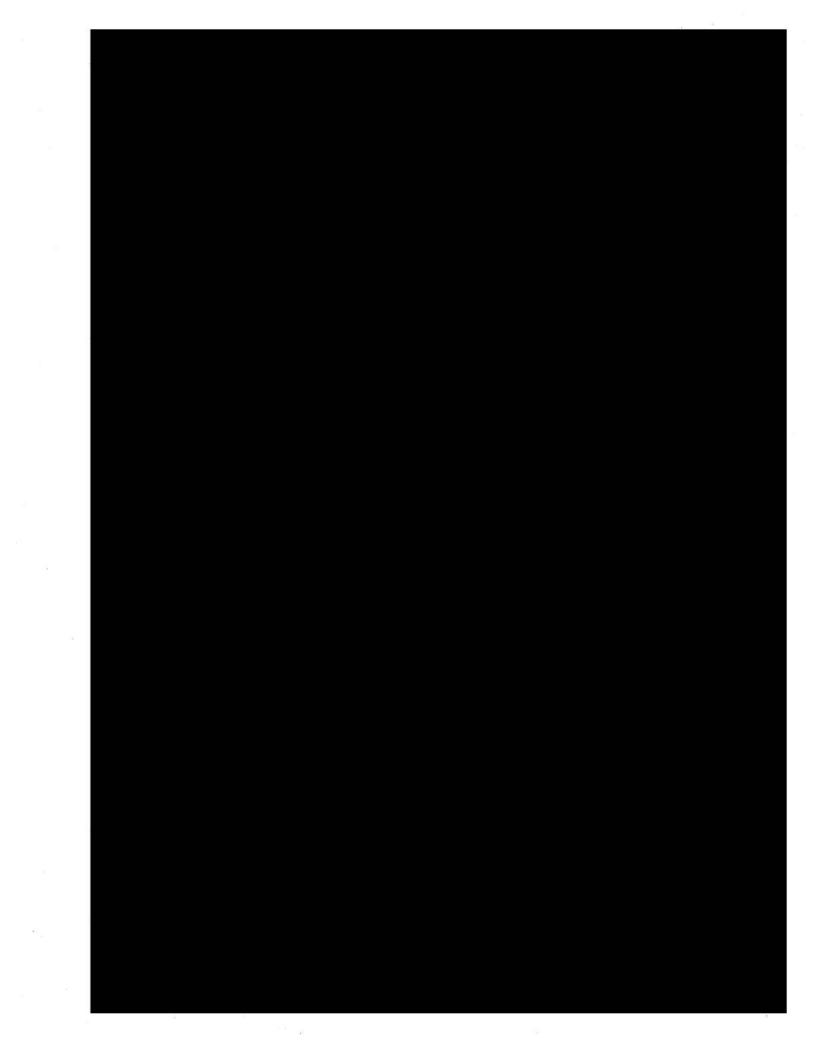




To Buyer:

Cedar Holdco LLC Attn: Nate Crain 11801 Domain Blvd., Suite 450 Austin, TX 78758

With a copy to: landnotice@aypa.com



IN WITNESS WHEREOF, intending to be legally bound, the parties have caused this Agreement to be executed by their duly authorized representative with their respective signatures below.



BUYER:

Cedar Holdco LLC
a Delaware limited liability company

EXHIBIT A

Property Description and/or Depiction

The Property is located at 1300 Kentucky Springs Road in Acton in Los Angeles County, California with the Assessor's Parcel Number of 3056-027-031 and is outlined in yellow on the aerial picture below.



FIRST AMENDMENT TO OPTION TO PURCHASE REAL ESTATE

This FIRST AMENDMENT TO OPTION TO PURCHASE REAL ESTATE (this "First Amendment") is made and entered into as of August 22, 2025 ("First Amendment Date"), by and between (collectively the "Owner"), and Coval Infrastructure DevCo LLC, a Delaware limited liability company ("Buyer"; together with Owner, the "Parties" and each, a "Party"), with reference to the following facts:

RECITALS

- A. Reference is hereby made to that certain Option to Purchase Real Estate by and tween Owner and Cedar Holdco LLC, a Delaware limited liability company ("Original Buyer") dated September 16, 2024 (the "Option Agreement"), as assigned from Original Buyer to Buyer pursuant to that Assignment and Assumption of Option to Purchase Real Estate dated June 6, 2025.
- B. Capitalized terms used and not defined in this First Amendment have the meanings given to them in the Option Agreement.
 - C. The Parties desire to amend the Option Agreement as provided in this First Amendment.

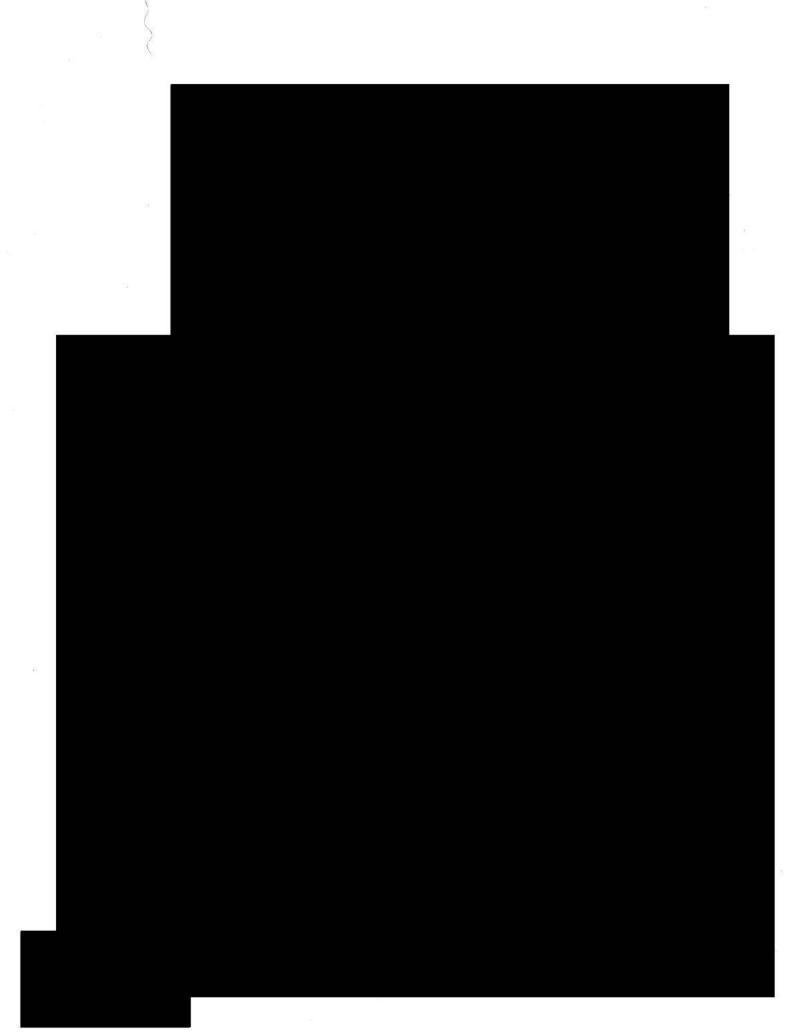
AMENDMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. The first sentence of Section 2 of the Option Agreement is hereby deleted and replaced with the following:



- 2. Section 3 of the Option Agreement is hereby deleted in its entirety and replaced with the following:
 - "3. Option Term. The term of the Option herein granted is for a period commencing on the Effective Date and expiring at midnight twelve (12) months after the Effective Date (the "Initial Term"; as may be extended pursuant to this Section 3, the "Option Term"); provided, however, Buyer may extend the Option Term as follows:
 - (a) an additional period of twelve (12) months, until midnight on September 16, 2026
 - (b) an additional period of twelve (12) months, until midnight on September 16, 2027





IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed and effective as of the First Amendment Date.



Coval Infrastructure DevCo LLC, a Delaware limited liability company

Name: Sam Littlefield

Title: Chief Development Officer

