Book: 1101 Page: 332



MCKEAN COUNTY
RECORDER OF DEEDS
MICHELE L. VOGEL-SNYDER, RECORDER
500 WEST MAIN STREET
SMETHPORT, PA 16749
(814) 887-3250

*RETURN DOCUMENT TO:
RWE CLEAN ENERGY DEVELOPMENT, LLC
1401 E 6TH ST
STE 400
AUSTIN, TX 78702-3687

Instrument Number - 202600049
Recorded On 1/8/2026 At 10:51:25 AM
* Instrument Type - AGREEMENT
* Total Pages - 9
Invoice Number - 139946
* Grantor - OKERLUND, DAVID A
* Grantee - RWE SOLAR DEVELOPMENT LLC
* Customer - SIMPLIFILE LC E-RECORDING

*FEES

STATE WRIT TAX	$0.50
STATE JCS/ACCESS TO JUSTICE	$41.25
COUNTY RECORDING FEES	$21.00
COUNTY IMPROVEMENT FEE	$2.00
ROD IMPROVEMENT FEE	$3.00
TOTAL PAID	$67.75

COPY

I hereby CERTIFY that this document is Recorded in the Recorder of Deeds Office Of McKean County, Pennsylvania

Michele L. Vogel-Snyder
Recorder of Deeds

RECORDER'S OFFICE * PA * MCKEAN COUNTY

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

01B3EF

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

RWE SOLAR DEVELOPMENT, LLC, LLC
Attn: Legal Department
1401 E. 6th Street, Suite 400
Austin, TX 78702

MEMORANDUM OF EXCLUSIVE OPTION TO PURCHASE

This **MEMORANDUM OF EXCLUSIVE OPTION TO PURCHASE** ("**Memorandum**") is made this 4th day of December, 2025 by and **DAVID A. OKERLUND AND TANYA R. OKERLUND**, husband and wife, whose address is 14053 Route 6 Smethport, PA 16749 ("**Seller**") and **RWE SOLAR DEVELOPMENT, LLC**, a Delaware limited liability company whose address is 1401 East 6th Street, Suite 400, Austin TX 78702 ("**Buyer**").

COPY

Pursuant to that certain Exclusive Option to Purchase dated December 4th, 2025 ("**Option Agreement**"), Seller has granted to Buyer the exclusive option ("**Option**") to purchase that certain real property located in the County of McKean, State of Pennsylvania (the "**Property**"), as further described on Exhibit A attached hereto and made a part hereof.

Buyer may exercise the Option at any time prior to December 10, 2028 (the "**Initial Option Period**"), [provided that, Buyer may extend the Option Period prior to such date for an additional period not to exceed Two (2) One (1) year periods, by providing notice thereof to Seller].

Seller agrees that during the Option Period:

Seller shall not, without the prior written consent of Buyer, which may be granted or withheld in Buyer's sole discretion, sell, convey, lease, license, mortgage, pledge, encumber, assign or otherwise transfer to any party other than Buyer any interest in and to the Property or any portion thereof, or agree to do or grant an option for any of the foregoing, including, without limitation, any right or interest for the development, construction and/or operation of any energy-generating facilities (including any renewable energy facilities) and/or any facilities for coal, oil and/or gas exploration, extraction, pipelines, storage, compression and/or processing facilities on the Property or any portion thereof. For the avoidance of doubt, all references to mortgages in this Agreement shall include deeds of trust;

Seller shall not directly or indirectly (i) show, solicit or entertain offers for sale, or grant any right or option to acquire the Property to any other potential purchaser; (ii) furnish any information regarding or relating to the Property to any other potential purchaser; or (iii) permit access to or inspection of the Property by any other potential purchaser;

Seller, at its sole cost and expense, must maintain and operate the Property in substantially the same manner as it has maintained and operated the Property prior to the Effective Date, including the payment of all property taxes and other assessments related thereto and to the extent applicable, the maintenance of property insurance on the Property in commercially reasonable amounts through the Closing Date;

Seller shall promptly notify Buyer of any material change in any condition with respect to the Property or of any material event or circumstance that makes any representation or warranty of Seller under this Agreement untrue or misleading; and

Seller shall not use, or permit any third party to use, the surface area of the Property for any use that introduces Hazardous Substances on or under the Property without Buyer's knowledge and prior written consent.

In addition to the terms set forth in this Memorandum, the Option Agreement contains numerous other terms, covenants, and conditions, and notice is hereby given that reference should be made to the entire Option Agreement for details of such other terms, covenants and conditions. All of the terms, conditions, provisions and covenants of the Option Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Option Agreement and this Memorandum shall be deemed to constitute a single instrument or document. In the event of any inconsistency between this Memorandum and the Option Agreement, the terms of the Option Agreement shall control.

[The remainder of this page intentionally left blank.]

COPY

IN WITNESS WHEREOF, the parties have executed this Memorandum of Exclusive Option to Purchase as of the date first above written.

SELLER:

By: _____
Name: David A. Okerlund

Acknowledgment

STATE OF Pennsylvania)
) **ss:**
COUNTY OF Potter)

On this the 4th day of December, in the year 2025 before me the undersigned, a Notary Public in and for said State, personally appeared **David A. Okerlund** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

COPY

Joy D. Currier
Notary Public

My commission expires: 1/18/28

Commonwealth of Pennsylvania - Notary Seal
Joy D. Currier, Notary Public
Potter County
My commission expires January 18, 2028
Commission number 1266313
Member, Pennsylvania Association of Notaries

IN WITNESS WHEREOF, the parties have executed this Memorandum of Exclusive Option to Purchase as of the date first above written.

SELLER:

By: Tanya R Okerlund
Name: Tanya R. Okerlund

Acknowledgment

STATE OF Pennsylvania)
) **ss:**
COUNTY OF Potter)

On this the 4th day of December, in the year 2025 before me the undersigned, a Notary Public in and for said State, personally appeared **Tanya R. Okerlund** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

COPY

Joy D. Currier
Notary Public

My commission expires: 1/18/28

Commonwealth of Pennsylvania - Notary Seal
Joy D. Currier, Notary Public
Potter County
My commission expires January 18, 2028
Commission number 1266313
Member, Pennsylvania Association of Notaries

BUYER:

RWE SOLAR DEVELOPMENT, LLC, a Delaware limited liability company

By: _____
Name: Paul Bowman
Its: Vice President

Acknowledgment

STATE OF TEXAS)
) **ss:**
COUNTY OF TRAVIS)

On this the 4 day of December 2025, before me a notary public the undersigned officer, personally appeared Paul Bowman, who acknowledged himself/herself to be SVP of **RWE SOLAR DEVELOPMENT, LLC**, a Delaware limited liability company, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes, uses, and consideration therein contained by signing the name of the limited liability company by her/himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Ellison Aston
Notary Public

My commission expires: 8/22/26

ELLISON ASTON
My Notary ID # 133958010
Expires August 22, 2026

COPY

Exhibit "A" to Form of Memorandum

LEGAL DESCRIPTION OF PROPERTY

Parcel ID: 23-004. -404.00
Vesting Deed: 750-121

ALL THOSE CERTAIN pieces, parcels or lots of land situate, lying and being in the Township of Hamlin, County of McKean, and Commonwealth of Pennsylvania, bounded and described as follows: **BEING MCKEAN COUNTY TAX ASSESSMENT NO. 23-004-404:**

FIRST: BEGINNING at a point in the south line of Warrant No. 2472, said point being two hundred twenty (220) rods west of the southeast corner said Warrant and being the southwest corner of a lot of land formerly of G. Corwin; thence by the west line of said Corwin lot north ninety seven (97) rods to a corner of lot heretofore conveyed by L. Starks to John Hafner; thence by the south line of said Hafner lot west one hundred sixty four (164) rods to Marvin Creek; thence up said stream by its several courses and distances to the south line of said Warrant No. 2472; thence by the south line of said Warrant east to the place of beginning.

CONTAINING one hundred (100) acres of land be the same more or less, and being part of Warrant No. 2472.

EXCEPTING AND RESERVING, however, the three and eighty two hundredths (3.82) acres more or less heretofore conveyed to the Pittsburgh, Shawmut & Northern Railroad Company by the following deeds: (a) deed dated May 17, 1902, recorded in Deed Book No. 120, at page 402; (b) deed dated June 20, 1902, recorded in Deed Book No. 120, at page 416; (c) deed dated January 22, 1904, recorded in Deed Book No. 127, at page 347; (d) deed dated October 13, 1905, recorded in Deed Book No. 135, at page 49; (e) deed dated March 11, 1915, recorded in Deed Book No. 170, at page 424, to all of which deeds reference is herein made as **to the stipulations therein contained.**

ALSO EXCEPTING AND RESERVING, however, all the oil and gas in, on or under said lands together with the operating rights therefor, as set forth in the two deeds hereinafter mentioned in this paragraph, excepting and not including however, in this reservation the oil and gas in a strip of said lands along the northeast side of the same. Containing twenty (20) acres more or less and mentioned as being reserved to George Richards in that certain deed by him heretofore made to G.H. Potter, et al., dated September 7, 1898, and recorded in Deed Book No. 101 at page 446, and not including also, the reservation of gas as reserved by the said George Richards in his certain deed to the Enterprise Gas Company dated October 4, 1898, and recorded in Deed Book No. 102, at page 290; and also not including in this reservation any part of the said George Richards' estate or right in and to any part of the oil and gas by him **heretofore reserved in the deeds above mentioned.**

SECOND: BEGINNING at a post in the south line of the above described land in the easterly line of the right of way of the Pittsburgh, Shawmut & Northern Railroad; thence by said right of way south four degrees (4°) west sixty four (64) rods to a post standing northerly one and one tenth (1.1) rods from the center of Jet Brook; thence south sixty five degrees (65°) east one

COPY

hundred fifty eight and six tenths (158.6) rods to a post; thence east thirty one and one tenth (31.1) rods to a post; thence north about two hundred twenty seven (227) rods, or far enough so that a line run west will strike the northeast corner of the first herein described land; thence west thirty one and one-tenth (31.1) rods to the northeast corner of said first described lot; thence by the east line of said first described lot south ninety seven (97) rods to the southeast corner thereof; thence by the south line thereof west one hundred thirty nine (139) rods to the place of beginning. CONTAINING one hundred thirty (130) acres be the same more or less; and also the right of way heretofore conveyed by Clarissa F. Hazelton to the said George Richards by deed dated November 27, 1905 and recorded in Deed Book 149, at page 399, to which reference is **hereunto made.**

EXCEPTING AND RESERVING, nevertheless, out of the land above described, forever, all the gas, petroleum, oil, coal and other valuable minerals in, under and upon the said land together with the rights of operating said lands therefor as reserved in the aforesaid deed from Clarissa F. Hazelton to the said George Richards to which reference is hereunto made.

SUBJECT TO the right of way heretofor granted to the United Natural Gas Company as set forth and described in grant thereof dated December 27, 1893, and recorded in Deed Book No. 170, at page 93, to which reference is hereunto made.

ALSO UNDER AND SUBJECT TO a certain Right of Way granted by George Richards to The United Natural Gas Company in May 1919, under which that company uses the roadway across the property.

THIRD: The land formerly of the right of way of the Pittsburgh, Shawmut and Northern Railroad Company, and described hereby in accordance with the map or plot of said right of way as the same is duly found of record in the office of the Recorder of Deeds of McKean County, Pa, and commencing in the south line of lands shown on said map as owned by William Swanson and being station 5047 46 as shown on the said P.S. & N.R.R map, and running thence south to the stone arch culvert, being station 5074 *50*, and being also the south line of the grantors farm lands and the north line of the Ludwig Beckman land.

COPY

FOURTH: That certain gas well known as U.N.G. Co. Well No. 1296; said well being located on that certain tract of land situate in Hamlin Township; McKean County, Pennsylvania, containing thirty five (35) acres, more or less, and being formerly known as the George and Cora A. Richards property.

TOGETHER WITH all tubing and other appliances now installed in the said well, as well as the right to take and use gas from the *said* well. It being understood, however, that this grant and assignment does not give the said grantees, their heirs and assigns, the right to deepen the said well and take gas from lower sands.

BEING the same granted and conveyed to Charles W. Coldren by United Natural Gas Company by instrument dated August 30, 1949, and not recorded.

BEING the same premises conveyed by Joan Evon Okerlund and Robert E. Okerlund, husband and wife, to David A. Okerlund, by deed dated August 6, 2008, and recorded in the office of the Recorder of Deeds for McKean County, Pennsylvania, on August 19, 2008, in Record Book 604, Page 1094&c.

In said deed recorded in Record Book 604, Page 1094&c., the said Robert E. Okerlund and Joan Evon Okerlund, husband and wife, reserved the right of first refusal and they are joining in this deed to release and forever terminate said right of first refusal.

TOGETHER with all improvements located thereon.

This conveyance is expressly made and accepted under and subject to all and singular the presently valid exceptions, reservations, conditions, rights-of-way, easements and restrictions in the said

deed or any other deed or deeds in the chain of title of said premises **mentioned, contained or referred to, as the same, reference thereto being had, will more fully** and at large appear.

This conveyance is not subject to Pennsylvania realty transfer taxes since the same is a conveyance by a husband to husband and wife. Robert E. Okerlund and Joan Evon Okerlund are the parents of David A. Okerlund.

The Grantors have no actual knowledge of any hazardous waste as defined in Act No. 1980-97 of the Commonwealth of Pennsylvania having been disposed of, and none is presently being disposed on or about the property described in this Deed.

And the Grantors; will specially warrant the property hereby conveyed.

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