

Recording Requested By and
When Recorded Mail To:

Snoqualmie Energy Storage LLC
c/o Acceleragen Energy
3736 Bee Caves Road
Suite 1, Unit 124
Austin, Texas 78746

Space Above For Recorder's Use

APN 362407-9039-09

**MEMORANDUM OF AGREEMENT
FOR PURCHASE OF LAND**

This Memorandum of Agreement for Purchase of Land, (this “**Memorandum**”) is executed to be effective as of January 31, 2024, by and between SNOQUALMIE 55, LLC, a Washington limited liability company (“**Seller**”) and SNOQUALMIE ENERGY STORAGE LLC, a Delaware limited liability company (“**Buyer**”). Buyer and Seller may hereinafter be collectively referred to as the “**Parties**.”

A. Seller and Buyer are parties to that certain Agreement for Purchase of Land dated as of January 31, 2024 (the “**Agreement**”), pursuant to which Seller has agreed to sell to Buyer and Buyer has agreed to purchase from Seller on the terms and condition set forth in the Agreement certain real property in the County of King, State of Washington, more particularly described on the attached Exhibit “A” which is incorporated herein by this reference (the “**Property**”).

B. Seller and Buyer desire to execute and record this Memorandum to place of record the existence of the Agreement.

THEREFORE, Buyer and Seller hereby agree as follows:

1. Due Diligence Period. The Agreement provides for a period of up to five (5) years during which Buyer may perform Investigations (as defined in the Agreement) of the Property and during which Buyer may terminate the Agreement for any reason.

2. Priorities and Inconsistencies. This Memorandum is subject to the terms and conditions of the Agreement. If there is any inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. This Memorandum and the Agreement shall be binding upon, and shall inure to the benefit of, the respective heirs, personal representatives, successors and assigns of Buyer and Seller.

This Memorandum may be executed in any number of counterparts, each of which when executed and delivered shall be an original, and each such counterpart shall, when combined with all other such counterparts, constitute one agreement binding on the parties hereto.

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