

Recording Requested By and When Recorded Mail To:  Snoqualmie Energy Storage LLC c/o Accelergen Energy 3736 Bee Caves Road Suite 1, Unit 124 Austin, Texas 78746	
---	--

*Space Above For Recorder's Use*

APN: 362407-9093-02

**MEMORANDUM OF OPTION AGREEMENT  
FOR PURCHASE OF LAND**

This Memorandum of Option for Purchase of Land, (this “**Memorandum of Option**”) is executed to be effective as of January 31, 2024, by and between NAUSE LLC, a Washington limited liability company, having an address at 306A N 74th St., Seattle, Washington 98103 (“**Seller**”) and SNOQUALMIE ENERGY STORAGE LLC, a Delaware limited liability company, having an address at 3736 Bee Caves Road, Suite 1, Unit 124, Austin, Texas 78746 (“**Buyer**” and together with Seller, each a “**Party**” and together, “**Parties**”)

A. Seller and Buyer are parties to that certain Exclusive Option Agreement for Purchase of Land dated as of January 31, 2024 (the “**Option Agreement**”), pursuant to which Seller has agreed to grant to Buyer an option to purchase real property in the County of King, State of Washington, more particularly described as follows:

Lots 3 and 4, King County Short Plat No. 675001, recorded under King County Recording Number 751010071 (the “**Property**”).

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

THEREFORE, Buyer and Seller hereby agree as follows:

1. Grant of Option for Property. Seller has granted to Buyer, and Buyer has accepted from Seller, an option to purchase the Property on the terms and conditions set forth in the Option Agreement. The term of such option shall expire two (2) years from the date thereof.

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

<p>Recording Requested By and When Recorded Mail To:</p> <p>Snoqualmie Energy Storage LLC c/o Accelergen Energy 3736 Bee Caves Road Suite 1, Unit 124 Austin, Texas 78746</p>	
---	--

*Space Above For Recorder's Use*

APN: 362407-9093-02

**MEMORANDUM OF OPTION AGREEMENT  
FOR PURCHASE OF LAND**

This Memorandum of Option for Purchase of Land, (this “**Memorandum of Option**”) is executed to be effective as of January 31, 2024, by and between NAUSE LLC, a Washington limited liability company, having an address at 306A N 74th St., Seattle, Washington 98103 (“**Seller**”) and SNOQUALMIE ENERGY STORAGE LLC, a Delaware limited liability company, having an address at 3736 Bee Caves Road, Suite 1, Unit 124, Austin, Texas 78746 (“**Buyer**” and together with Seller, each a “**Party**” and together, “**Parties**”)

A. Seller and Buyer are parties to that certain Exclusive Option Agreement for Purchase of Land dated as of January 31, 2024 (the “**Option Agreement**”), pursuant to which Seller has agreed to grant to Buyer an option to purchase real property in the County of King, State of Washington, more particularly described as follows:

Lots 3 and 4, King County Short Plat No. 675001, recorded under King County Recording Number 751010071 (the “**Property**”).

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

THEREFORE, Buyer and Seller hereby agree as follows:

1. Grant of Option for Property. Seller has granted to Buyer, and Buyer has accepted from Seller, an option to purchase the Property on the terms and conditions set forth in the Option Agreement. The term of such option shall expire two (2) years from the date thereof.

2. Priorities and Inconsistencies. This Memorandum of Option is subject to the terms and conditions of the Option Agreement. If there is any inconsistency between the provisions of this Memorandum of Option and the provisions of the Option Agreement, the provisions of the Option Agreement shall control. This Memorandum of Option and the Option 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 of Option 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.

[Signature page follows]

