

**PREPARED BY & AFTER RECORDING  
MAIL TO:**

Clean Field Power, LLC  
c/o Gary LaNoce, Chief Operating Officer  
4919 Larchwood Ave  
Philadelphia, PA 19143  
glaunce@cleanfieldpower.com

**MEMORANDUM OF PURCHASE OPTION**

**THIS MEMORANDUM OF PURCHASE OPTION** (this "Memorandum") is dated August ~~27~~, 2025 ("Effective Date"), by and between the Thomas E. Maytas Revocable Trust dated June 26, 2019, State of Tennessee ("Optionor"), with an address of 625 Baker's Bridge Rd., Suite 105, Box 109, Franklin, TN 37064 to be indexed as grantor, and Clean Field Power, LLC, a Delaware limited liability company ("Company"), with an address of 211 Island Rd, Mahwah, NJ 07430, to be indexed as grantee.

**WHEREAS**, the Optionor and Company have entered into an Option to Purchase Agreement dated August 18, 2025 (the "Option to Purchase Agreement") with respect to a certain tract or parcel of land in Kane County, Illinois as described on **Exhibit A**, the surrounding grounds and all appurtenances, rights, interests, easements and privileges, and all other improvements located thereon (collectively, the "Property"); and

**NOW THEREFORE**, in consideration of the Option Fee (as defined in the Option to Purchase Agreement) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby provide public notice of and agree to the following:

**Demise; Description of Premises.** Pursuant to the Option to Purchase Agreement, Optionor has granted Company, its successors, lessees and permitted assigns, an option to purchase (the "Option") the Property.

**Term.** The effective date of the Option to Purchase Agreement (the "Effective Date") is August 18, 2025. The Option to Purchase Agreement contains the option term beginning on the Effective Date and ending on the earliest to occur of the Closing Date (as defined below) or one (1) year following the Effective Date or termination by Company (the "Option Term"). Company may extend the Option Term for up to two (2) additional three (3) month periods by notice to Optionor at least thirty (30) days before expiration of the Option Term or the extended Option Term. If the Closing Date does not occur prior to expiration of the Option Term (as it may be extended), this Agreement shall terminate. Until the Option is exercised, Company may terminate the Option at any time for any reason or no reason on written notice to Optionor (the "Termination Notice"). The Closing on the Property (the "Closing") shall occur on March 31, 2026 (the "Closing Date"), or if Company validly extends the Option Term between April 1, 2026, and June 30, 2026 (the "First Extension Period"), or if Company validly extends the First Extension Period between July 1, 2026, and September 30, 2026 (the "Second Extension Period").

Other Terms and Provisions. The Option to Purchase Agreement contains other provisions governing the rights, duties and obligations of Optionor and Company. Reference is made to the Option to Purchase Agreement for the complete provisions. This Memorandum is not intended to modify or supplement the provisions of the Option to Purchase Agreement. In the event of a conflict between this Memorandum and the Option to Purchase Agreement, the Option to Purchase Agreement shall control.

**(Signatures on following pages)**

IN WITNESS WHEREOF, Optionor and Company have caused this Memorandum to be executed and delivered by their duly authorized representatives as of the Effective Date.

**COMPANY:**

Clean Field Power LLC  
a Delaware limited liability company

By: [Signature]

Name: GARY LANOCE

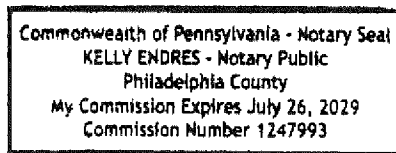
Title: COO

STATE OF Pennsylvania )  
 )ss.

COUNTY OF Philadelphia )

On the 27 day of August, 2025 before the undersigned, personally appeared Gary Lanocce 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 as Manager of Clean Field Power LLC.

NOTARIAL SEAL



[Signature]

Name: Kelly Endres

Notary - State of PA

My Commission Expires: 7-26-2029

Notary Registration No.: 1247993

(Signatures continue on following page)

OPTIONOR:

Thomas E Matyas Trust  
a Tennessee limited liability company Trust

By: [Signature]

Name: TOM, MATYAS

Title: Trustee

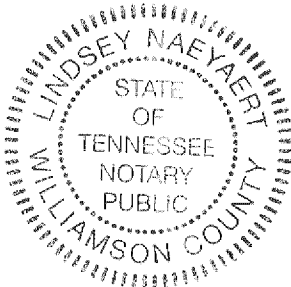
STATE OF TN )

)ss.

COUNTY OF Williamson

On the 22nd day of August, 2025 before the undersigned, personally appeared Tom Matyas 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 as Manager of Trust.

NOTARIAL SEAL



[Signature]  
Name: Lindsey Naeyaert

Notary - State of TN

My Commission Expires: 12/13/25

Notary Registration No.: n/a

## **EXHIBIT A**

### **Legal Description**

PERMANENT TAX INDEX NOS.: 14-23-300-018; 14-26-100-004; and 14-26-300-003  
COMMON ADDRESS: Commonly known as the 138.91 acres of farmland,  
South of Prairie St., 40W489 Prairie St., Sugar  
Grove, IL 60554

THAT PART OF THE SOUTH 1/2 OF SECTION 23 AND OF THE WEST 1/2 OF SECTION 26, ALL IN TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23, 1132.56 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 7 DEGREES 45 MINUTES EAST 1221.55 FEET TO THE CENTER LINE OF PRAIRIE ROAD; THENCE SOUTH 51 DEGREES 30 MINUTES EAST ALONG SAID CENTER LINE 1221.85 FEET; THENCE SOUTH 71 DEGREES 49 MINUTES EAST ALONG SAID CENTER LINE 107.68 FEET TO A LINE DRAWN NORTH 6 DEGREES 30 MINUTES EAST FROM A POINT ON THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SAID SECTION 23, 45.54 FEET EAST OF THE SOUTH WEST CORNER OF SAID 1/4; THENCE SOUTH 6 DEGREES 30 MINUTES WEST ALONG SAID LINE 411.4 FEET TO THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE WEST ALONG THE SOUTH LINE OF THE SAID 1/4 45.54 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF SAID SECTION 26; THENCE SOUTH ALONG THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 26, 3983.63 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 26; THENCE WEST ALONG THE SOUTH LINE OF SAID 1/4 1322.48 FEET TO THE SOUTHWEST CORNER OF SAID 1/4 – 1/4; THENCE NORTH ALONG THE WEST LINE OF SAID 1/4 – 1/4 1320 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 26, 370.92 FEET; THENCE NORTH 4 DEGREES 43 MINUTES 30 SECONDS EAST 2306.62 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

## Aerial Map

