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11/25/2015 09:17:12 AM

Fee: \$57.00

This instrument prepared by and after
recording should be mailed to:

Wayne F. Osoba
Foley & Lardner LLP
321 North Clark Street
Suite 2800
Chicago, IL 60654-5313

Above Space is for Recording Purposes ONLY

MEMORANDUM OF OPTION AGREEMENT

THIS MEMORANDUM OF OPTION AGREEMENT is made as of this 9th day of November, 2015, by and between Jason P. Nash ("Owner") and Hecate Energy Bonanza, LLC, a Delaware limited liability company ("Hecate").

1. Pursuant to that certain Option Agreement dated as of November 14, 2013 ("Prior Agreement") by and between Owner and Hecate Energy, LLC ("Hecate Energy"), Owner granted to Hecate Energy, and Hecate Energy acquired from Owner, an exclusive option to acquire the real estate described on Exhibit A attached hereto and made a part hereof ("Property").

2. Hecate Energy has assigned its rights under the Prior Agreement to Hecate, and Hecate and Owner have entered into an Amended and Restated Option Agreement of even date herewith ("Agreement") extending Hecate's exclusive option to acquire the Property upon the terms and conditions set forth in the Agreement.

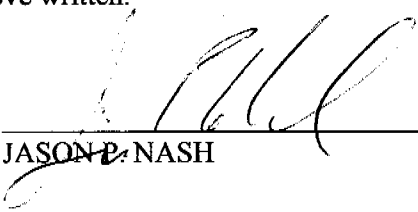
3. Pursuant to and upon the terms and conditions set forth in the Agreement, the term of such option shall run through November 2, 2016, and may be extended by Hecate for up to seventy-two (72) months through November 2, 2022.

4. No grant, sale, lease, mortgage, encumbrance, lien, transfer or other conveyance affecting the Property which is created or entered into after the date hereof shall be valid or effective without obtaining Hecate's prior written consent, provided, however, that Owner may sell the Property so long as: (a) neither the buyer nor any entity controlling, controlled by, or under common control with the buyer is engaged in the development, generation, transmission or sale of energy in any form, and (b) the sale agreement expressly acknowledges the rights of Hecate under the Agreement and requires the buyer to assume the obligations of Owner under the Agreement upon buyer's acquisition of the Property. All such grants, sales, leases, mortgages, encumbrances, liens, transfers and other conveyances shall be subject and subordinate to Hecate's interest in the Property under the Agreement.

5. The covenants and agreements of Owner under the Agreement are covenants running with the land and shall be binding upon Owner and Owner's heirs, representatives, successors and assigns.

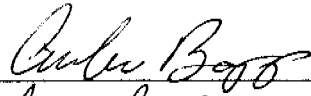
6. This Memorandum of Option Agreement is executed and recorded in connection with the terms of the Agreement solely for the purpose of giving notice of the existence thereof and shall not supersede or in any way modify the terms or conditions of the Agreement, or be used in interpreting the Agreement.

IN WITNESS WHEREOF, Owner and Hecate have caused this Memorandum of Option Agreement to be executed as of the date first above written.



JASON P. NASH

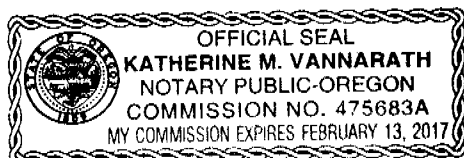
HECATE ENERGY BONANZA, LLC, a
Delaware limited liability company

By: _____
Name: Andrew Bocce
Title: Director

STATE OF Oregon)
COUNTY OF Klamath)SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Jason P. Nash, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6 day of November, 2015.



[Signature]
Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that ANDREW BOGGS, the DIRECTOR of Hecate Energy Bonanza, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such DIRECTOR, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 9th day of NOVEMBER, 2015.

[Signature]
Notary Public

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EXHIBIT A

Legal Description

IN TOWNSHIP 39 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN,
KLAMATH COUNTY, OREGON:

Section 13: SW1/4; S1/2 SE1/4
Section 23: E1/2 SE1/4
Section 24: NE1/4; SE1/4; E1/2 NW1/4; S1/2 SW1/4, and the NE1/4 SW1/4
Section 25: NW1/4; NE1/4; N1/2 SE1/4 and the NE1/4 SW1/4
Section 26: NE1/4 NE1/4

IN TOWNSHIP 39 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN,
KLAMATH COUNTY, OREGON:

Section 18: Government Lot 4; SE1/4 SW1/4 and the SW1/4 SE1/4; ALL that portion of Government Lots 2 and 3, the SE1/4 SE1/4; the NW1/4 SE1/4 and the NE1/4 SW1/4 lying Southerly of the Lost River.
Section 19: NE1/4; NE1/4 NW1/4; Government Lot 1; SE1/4 NW1/4; E1/2 SW1/4; NE1/4 SE1/4 and the North 495 feet of the NW1/4 SE1/4.
SAVING AND EXCEPTING from the above described parcels all rights of way, easements for ditches, canals, laterals and roadways of record and apparent on the land; and also that land conveyed to the United States of America by deed recorded February 24, 1924 in Deed Volume 63 at page 443, of the Records