



2016-004524

Klamath County, Oregon

05/04/2016 02:26:02 PM

Fee: \$92.00

This instrument prepared and  
after recording should be mailed  
to:

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

### ASSIGNMENT AND ASSUMPTION OF OPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF OPTION AGREEMENT ("Assignment"), is dated as of the 4<sup>th</sup> of May, 2016 (the "Effective Date"), by and between Jason Nash ("Assignor"), and Joshua William Bloom and Amanda Marie Bloom (collectively, "Assignee").

### RECITALS

A. Assignor, as "Owner," and Hecate Energy Bonanza, LLC ("Hecate") are parties to that certain Amended and Restated Option Agreement dated as of November 9, 2015 (the "Option Agreement") providing Hecate with the option to purchase the real property described in Exhibit A attached hereto ("Property"). A Memorandum of Option Agreement was recorded on November 25, 2015 as Document No. 2015-012851 with the County Clerk of Klamath County, Oregon to provide notice of the existence of the Option Agreement. Capitalized terms used in this Assignment without definition shall have the meaning ascribed to such terms in the Option Agreement.

B. The Option Agreement amends and restates in its entirety a prior Option Agreement dated as of November 4, 2013 ("Prior Agreement") with respect to the Property. A Memorandum of Option Agreement providing notice of the existence of the Prior Agreement was recorded on April 3, 2014 as Document No. 2014-002868 with the County Clerk of Klamath County, Oregon.

C. Assignor desires to assign to Assignee all of Assignor's right, title and interest in, to and under the Option Agreement, and Assignee is willing to accept such assignment and assume all of the rights, duties and obligations of Assignor under the Option Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Purchase Agreement. Effective as of the Effective Date, Assignor hereby sells, transfers, assigns and conveys to Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under the Option Agreement, including, without

limitation, the right to receive Option Payments payable after the Effective Date and all other rights, duties and obligations of Owner thereunder with respect to such interests.

2. Assumption of Obligations. Effective as of the Effective Date, Assignee hereby assumes and agrees to perform all of the rights, duties and obligations of Assignor under the Option Agreement.

3. Representations of Assignee. In order to induce Hecate to consent to the conveyance of the Property to Assignee, Assignee hereby represents and warrants to Assignor and Hecate that neither Assignee nor any entity controlling, controlled by, or under common control with Assignee is engaged in the development, generation, transmission or sale of energy in any form.

4. Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Oregon, without regard to conflict of laws principles.

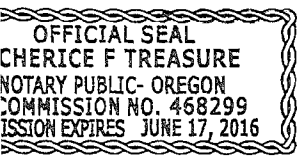
5. Binding Effect. This Assignment and the provisions contained herein shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

7. Miscellaneous. This Assignment: (i) may not be canceled, modified or amended except by written instrument executed by all parties hereto, including Hecate; and (ii) contains the entire agreement between the parties hereto. If any term or provision of this Assignment shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Assignment shall not be affected and each term or provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

[Remainder of Page Left Intentionally Blank; Signatures on Next Page]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.



ASSIGNOR:

  
\_\_\_\_\_  
JASON NASH

ASSIGNEE:

\_\_\_\_\_  
JOSHUA WILLIAM BLOOM

\_\_\_\_\_  
AMANDA MARIE BLOOM

CONSENT

Hecate Energy Bonanza, LLC, a Delaware limited liability company, hereby consents to the foregoing Assignment and Assumption of Option Agreement and to the conveyance of the Property (as defined in the Option Agreement) from Assignor to Assignee.

HECATE ENERGY BONANZA, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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 2 day of May, 2016.



Cherice F. Treasure  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Joshua William Bloom and Amanda Marie Bloom, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR:

\_\_\_\_\_  
JASON NASH

ASSIGNEE:

\_\_\_\_\_  
JOSHUA WILLIAM BLOOM

\_\_\_\_\_  
AMANDA MARIE BLOOM

CONSENT

Hecate Energy Bonanza, LLC, a Delaware limited liability company, hereby consents to the foregoing Assignment and Assumption of Option Agreement and to the conveyance of the Property (as defined in the Option Agreement) from Assignor to Assignee.

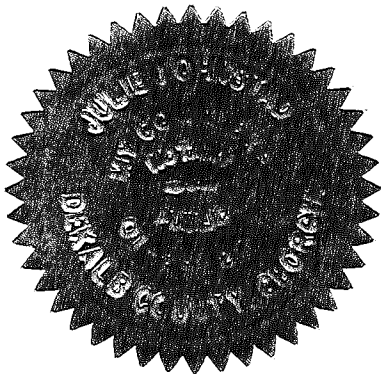
HECATE ENERGY BONANZA, LLC,  
a Delaware limited liability company

By: CS RM  
Name: Chris Bullinger  
Title: Managing Member

STATE OF Georgia )  
COUNTY OF DeKalb )SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Chris Bullinger, the Managing Member of Hecate Energy Bonanza, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such managing member 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 3<sup>rd</sup> day of May, 2016.



Julie J. Ohnstad  
Notary Public  
Julie J. Ohnstad

My Commission  
expiration:  
1/24/17

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR:

\_\_\_\_\_  
JASON NASH

ASSIGNEE:

  
\_\_\_\_\_  
JOSHUA WILLIAM BLOOM

  
\_\_\_\_\_  
AMANDA MARIE BLOOM

CONSENT

Hecate Energy Bonanza, LLC, a Delaware limited liability company, hereby consents to the foregoing Assignment and Assumption of Option Agreement and to the conveyance of the Property (as defined in the Option Agreement) from Assignor to Assignee.

HECATE ENERGY BONANZA, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )SS  
COUNTY OF \_\_\_\_\_ )

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 \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 )SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Joshua William Bloom and Amanda Marie Bloom, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**SEE ATTACHED  
Notarial Certificate**

\_\_\_\_\_  
Notary Public



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Tuolumne )

On May 2, 2016 before me, Diane Boldemann, Notary Public  
Date Here Insert Name and Title of the Officer

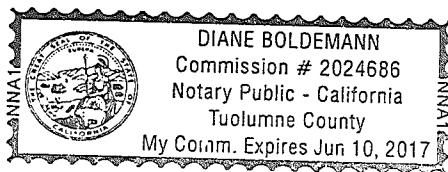
personally appeared Joshua William Bloom and Amanda Marie  
Name(s) of Signer(s)

Bloom

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Diane Boldemann  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Assignment and Assumption of Option Agreement Document Date: 05/02/2016

Number of Pages: 5 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- ☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

## **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