

2018-013191

Klamath County, Oregon

10/30/2018 08:37:00 AM

Fee: \$97.00

RECORDING REQUESTED BY AND
WHEN RECORDED PLEASE RETURN TO:

c/o Forefront Power, LLC
Attn: Legal
100 Montgomery Street, Suite 725
San Francisco, CA 94104

Accm 420-2

MEMORANDUM OF OPTION TO GROUND LEASE AGREEMENT

THIS MEMORANDUM OF OPTION TO GROUND LEASE AGREEMENT (the "Memorandum") is made as of September 30, 2018, by and between TIMOTHY C. PARKS and DARLA DUNCAN PARKS, Husband and Wife, as Tenants by the Entirety, ("Owner"), whose address is 21390 Hill Road, Merrill, OR 97633, and Forefront Power, LLC, a Delaware limited liability company ("Optionee"), whose address is 100 Montgomery Street, Suite 725, San Francisco, CA 94104.

RECITALS

A. Owner is the owner of the real property located in Klamath County, State of Oregon, more particularly described in Exhibit A attached hereto (the "Property").

B. Pursuant to that certain Option to Ground Lease Agreement, dated as of September 30, 2018 (the "Agreement"), Owner has granted Optionee the exclusive option to lease approximately twenty (20) acres of the Property (the "Site") and to acquire easements over certain portions of the Property for access and transmission lines as may be necessary for the Project.

C. The parties are executing and recording this Memorandum so that third parties shall have notice of Optionee's exclusive option to lease the Site, and of the rights and obligations of Owner and Optionee under the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Owner has granted to Optionee an exclusive option to lease the Site and, upon the exercise of the option, Owner agrees to lease the Site to Optionee and to grant easements over the Property as may be necessary, in accordance with the terms and provisions of the Agreement.

2. The Agreement provides for an Option Period of two (2) years commencing upon the Effective Date of the Agreement, which Optionee may extend for an additional period of one (1) year.

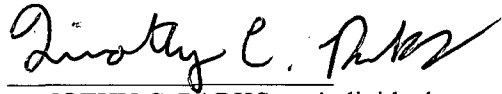
3. All of the terms, conditions and agreements contained within the Agreement are fully incorporated herein by reference as if fully set forth herein. This Memorandum is not intended to change the terms of the Agreement and, in the event of a conflict between the terms and conditions of this Memorandum and the Agreement, the terms and conditions of the Agreement shall control. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

4. This Memorandum shall be governed by the laws the State of Oregon.

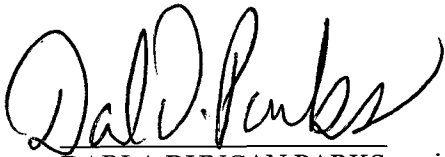
5. The parties agree that this Memorandum may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

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

OWNER



TIMOTHY C. PARKS, an individual

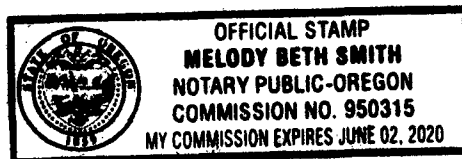


DARLA DUNCAN PARKS, an individual

STATE OF OREGON)
County of Klamath)ss.

This record was acknowledged before me on OCT 4th, 2018 by
TIMOTHY C. PARKS & DARLA DUNCAN PARKS of
_____, a(n) _____.

Notary Public for OREGON
My Commission Expires: June, 02, 2020



(Signature Blocks Continue on Next Page)

OPTIONEE

Forefront Power, LLC,
a Delaware limited liability company

By: 

Name: Go Mizoguchi

Title: Co. CEO

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 CA

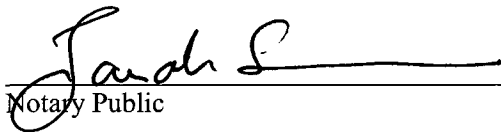
County of San Francisco

On October, 18, 2018 before me Sarah Snarr, Notary Public
personally appeared Go Mizoguchi

Go Mizoguchi, 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.


Notary Public



(seal)

Exhibit A

Legal Description of Property

A parcel of land in SE 1/4 of Section 11, Township 41 South, Range 10 East of the Willamette Meridian, more particularly described as follows:

Beginning at 1/2" rebar which is South 0°02' West 3460.7 feet and 30.5 feet West from the Northeast corner of Section 11; thence South 0°02' West 851.5 feet, more or less, along West right of way of County Road to a point thence West 1310.0 feet, more or less, to the West line of SE 1/4 SE 1/4 of Section 11; thence North 0°05' West 800.00 feet, more or less, along said West line of E 1/2 SE 1/4; thence North 87°55' East 1312.0 feet, to the point of beginning.

A parcel of land in SE 1/4 SE 1/4 of Section 11, Township 41 South, Range 10 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point South 0°02' West 4312.2 feet and 30.5 feet West from the Northeast corner of Section 11; thence South 0°02' West 937.8 feet, more or less, to a point which is 30.0 feet North and 30.0 feet West of the Southeast corner of Section 11; thence West 1.205.0 feet, more or less, to a point; thence North 386.0 feet, more or less, to a point; thence West 104.0 feet to West line of SE 1/4 SE 1/4 of Section 11; thence North 0°05' West 551.8 feet, more or less, along said West line; thence East 1310.0 feet, more or less, to the point of beginning.

First American Title Company has reordered this instrument by request as an accommodation only and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described herein.