

2018-013192

Klamath County, Oregon

10/30/2018 08:38:01 AM

Fee: \$102.00

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 420-1

MEMORANDUM OF OPTION TO GROUND LEASE AGREEMENT

THIS MEMORANDUM OF OPTION TO GROUND LEASE AGREEMENT (the "**Memorandum**") is made as of May 15, 2018, by and between Robert M. Manning and Donna Rae Manning, Husband and Wife, ("**Owner**"), whose address is 181 Bly Mountain Cutoff Road, Bonanza, OR 97623, 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 February 28, 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.

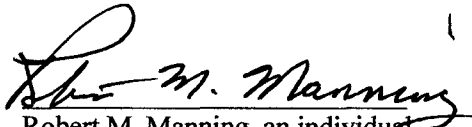
3. All of the terms, conditions and agreements contained within the Agreement are fully incorporated herein by reference as if fully set forth herein. This Memorandum is not intended to change the terms of the Agreement and, in the event of a conflict between the terms and conditions of this Memorandum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

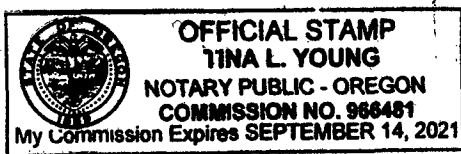
**OWNER**

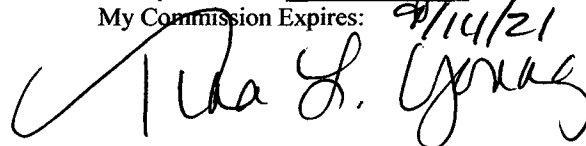
  
Robert M. Manning, an individual

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

STATE OF OREGON                     )  
County of Klamath                )ss.

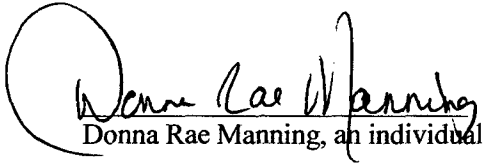
This record was acknowledged before me on May 15<sup>th</sup>, 2018 by  
Robert Manning as \_\_\_\_\_ of  
\_\_\_\_\_, a(n) \_\_\_\_\_.



Notary Public for Oregon  
My Commission Expires: 9/14/21  


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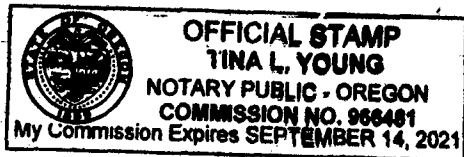
**OWNER**

  
Donna Rae Manning, an individual

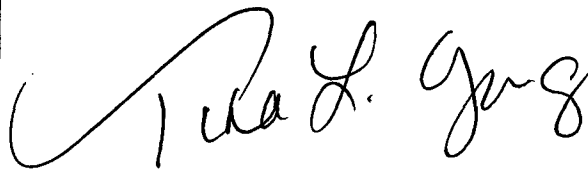
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF OREGON )  
County of Klamath )ss.

This record was acknowledged before me on May 15th, 2018 by  
Donna Manning as \_\_\_\_\_ of  
\_\_\_\_\_, a(n) \_\_\_\_\_.



Notary Public for Oregon  
My Commission Expires:



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**Exhibit A**

**Legal Description of Property**

The following described real property situate in Klamath County, Oregon:

The S  $\frac{1}{2}$  NE  $\frac{1}{4}$  NE  $\frac{1}{4}$ ; the SE  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Section 10; the S  $\frac{1}{2}$  NW  $\frac{1}{4}$  NW  $\frac{1}{4}$ ; the SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  of Section 11, All in Township 39 South, Range 11 East of the Willamette Meridian,

SAVING AND EXCEPTING THEREFROM the following described parcel of land:

Beginning at the Southwest corner of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 10, Township 39 South, Range 11 East of the Willamette Meridian; thence running East 1395.5 feet, to a point on the South line of the NW  $\frac{1}{4}$  of Section 11, Township 39 South, Range 11 East of the Willamette Meridian; thence North 548 feet to a point; thence West 1395.5 feet to a point on the West line of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said Section 10; thence South along said West line 548 feet 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.

**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.

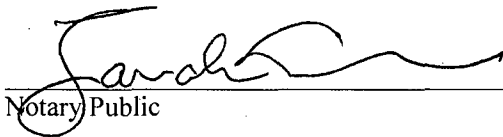
State of CA

County of San Francisco

On July 24, 2018 before me Sarah Snarr, Notary Public personally appeared Go Mizoguchi, the Co-CEO of Forefront Power, 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)

