

2022-009999

Klamath County, Oregon

08/17/2022 10:12:01 AM

Fee: \$102.00

This instrument prepared by and  
after recording return to:

Hecate Energy Bonanza LLC  
621 W. Randolph St.  
Chicago, IL 60661  
Attn: Vikki Beja

(This space reserved for recording information)

**MEMORANDUM OF OPTION AGREEMENT FOR PURCHASE OF REAL ESTATE**

THIS MEMORANDUM OF OPTION AGREEMENT FOR <sup>August/Jul</sup> PURCHASE OF REAL ESTATE (the "**Memorandum**"), is made as of this 3rd day of July, 2022 (the "**Effective Date**"), by and between **Joshua Bloom and Amanda Bloom** (collectively, "**Owner**"), with an address at 5200 Teare Lane, Bonanza, Oregon 97623, and **Hecate Energy Bonanza LLC**, a Delaware limited liability company ("**Hecate**"), with an address at 621 W. Randolph St., Suite 200, Chicago, IL 60661, Attn: Manager.

1. Owner holds fee simple title to certain real property located at 5200 Teare Lane, Bonanza, Oregon 97623, that is more particularly described on Exhibit "A" attached hereto (collectively, the "**Property**"). Pursuant to that certain Option Agreement for Purchase of Real Estate dated as of July \_\_, 2022, by and between Owner and Hecate (the "**Option Agreement**"), Owner granted to Hecate, and Hecate acquired from Owner, an exclusive option to purchase (the "**Option**") the Property, upon and subject to the terms and conditions contained in the Option Agreement.

2. The Option has an initial term of up to twelve (12) months, commencing on the Effective Date, and expiring in accordance with the Option Agreement (the "**Initial Term**"), and may be extended by Hecate for up to an additional thirty-six (36) months beyond expiration of the Initial Term.

3. No grant, sale, lease, mortgage, encumbrance, lien, transfer or other conveyance affecting the Property which is created or entered into after the Effective Date shall be valid or effective without obtaining Hecate's prior written consent; provided, however, that Owner may sell the Property so long as (x) neither the buyer nor any entity controlling, controlled by or under common control with such buyer is engaged in the generation, development, storage, transmission or sale of energy in any form, and (y) the sale agreement expressly acknowledges the rights of Hecate under this Option Agreement and requires the buyer to assume the obligations of Owner hereunder upon such 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 Option Agreement.

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

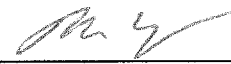
5. The purpose of this Memorandum is to give notice of the existence of Hecate's option rights granted in the Option Agreement, to which Option Agreement reference is made for a full description of the terms and conditions thereof. In the event any of the terms and provisions of this Memorandum conflict with the terms and provisions of the Option Agreement, the terms and provisions of the Option Agreement shall control. The parties may be contacted at the addresses set forth above for further information.

6. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

*[Signature Pages Follow This Page]*

**HECATE:**

**HECATE ENERGY BONANZA LLC**, a Delaware  
limited liability company

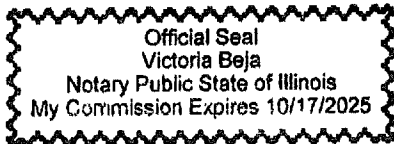
By:   
Name: MARK ZWIEG  
Title: Authorized Representative

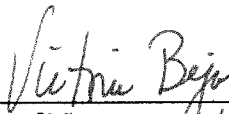
STATE OF Illinois  
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of July,  
2022, by Mark Zwief, as Authorized Rep. of **Hecate Energy Bonanza  
LLC**, a Delaware limited liability company, on behalf of the company. Such person did not  
take an oath and: *(notary must check applicable box)*

- ☒ is/are personally known to me.  
☐ produced a current \_\_\_\_\_ driver's license as identification.  
☐ produced \_\_\_\_\_ as identification.

{Notary Seal must be affixed}




  
Signature of Notary Victoria Beja

Name of Notary (Typed, Printed or Stamped)  
Commission Number (if not legible on seal): \_\_\_\_\_  
My Commission Expires (if not legible on seal): 10/17/2025

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

**OWNER:**

  
JOSHUA BLOOM

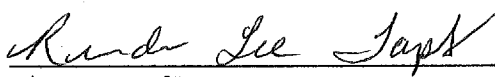
  
AMANDA BLOOM

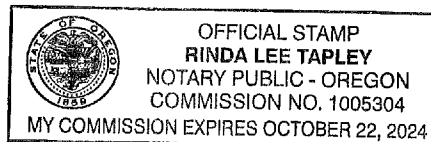
STATE OF Oregon  
COUNTY OF Lincoln

The foregoing instrument was acknowledged before me this 3rd day of August, 2022, by Joshua Bloom and Amanda Bloom. Such person did not take an oath and: *(notary must check applicable box)*

- ☐ is/are personally known to me.  
☒ produced a current Oregon driver's license as identification.  
☐ produced \_\_\_\_\_ as identification.

{Notary Seal must be affixed}

  
Signature of Notary  
Rinda Lee Tapley  
Name of Notary (Typed, Printed or Stamped)  
Commission Number (if not legible on seal): 1005304  
My Commission Expires (if not legible on seal): 10-22-24



## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE PROPERTY**

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

