

2022-014266

Klamath County, Oregon

12/14/2022 03:31:01 PM

Fee: \$112.00

Recording requested by and
when recorded mail to:

New Sustainable Property Holdings, LLC
Attention: Land Manager
2180 South 1300 East, Suite 600
Salt Lake City, Utah 84106

(space above this line for recorder's use)

APN No.'s 4012-29-1100, 4012-30-800, 4012-29-1000 and 4012-30-100

MEMORANDUM OF THIRD AMENDMENT TO
REAL ESTATE PURCHASE OPTION AGREEMENT

THIS MEMORANDUM OF THIRD AMENDMENT TO REAL ESTATE PURCHASE OPTION AGREEMENT (this "Memorandum") is made, dated and effective as of November 23, 2022, between **FOUR H ORGANICS, LLC** ("Seller"), and **NEW SUSTAINABLE PROPERTY HOLDINGS, LLC**, a Delaware limited liability company ("Purchaser"), as successor in interest to Sustainable Property Holdings, LLC, a Delaware limited liability company ("Original Purchaser").

RECITALS:

WHEREAS, Seller and Original Purchaser entered into that certain Real Estate Purchase Option Agreement dated April 5, 2017 (the "Option Agreement") as evidenced of record by that Memorandum of Real Estate Purchase Option Agreement recorded on May 12, 2017 as Instrument No. 2017-005225 for certain lands in the County Clerk's office for the County of Klamath, State of Oregon ("Recorder's Office") more specifically described in Exhibit A attached hereto (the "Property"); and

WHEREAS, Seller and Original Purchaser subsequently entered into (i) an Amendment to Real Estate Purchase Option Agreement dated April 5, 2020 (the "Amendment"), as evidenced by memorandum recorded on June 17, 2020 recorded as Instrument Number 2020-007381, in the Recorder's Office, and (ii) a Second Amendment to Real Estate Purchase Option Agreement dated October 5, 2021 (the "Second Amendment"), as evidenced by a memorandum recorded on May 3, 2022, recorded as Instrument Number 2022-005629 in the Recorder's Office; and

WHEREAS, under Title 6, §18-217 of the Delaware Code, under the terms of that certain Plan of Division dated as of January 4, 2021, by Original Purchaser, Purchaser was formed as a consequence of the division, and the rights and responsibilities in and to the Option Agreement that had previously been held by Original Purchaser were allocated to Purchaser; and

WHEREAS, Seller and Purchaser subsequently entered into a Third Amendment to Real Estate Purchase Option Agreement dated October 5, 2021 (the "Third Amendment"), whereby Seller and Purchaser further agreed to amend the Option Agreement as expressly set forth therein; and

WHEREAS, Seller and Purchaser desire to set forth certain terms and conditions of the Option Agreement as amended by the Amendment and the Third Amendment in a manner suitable for recording in the Official Records of Klamath County, Oregon in order to provide record notice of the Option Agreement as amended, and Purchaser's rights in and to the land subject to the Option Agreement, as provided herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and Purchaser do hereby state, declare, establish and agree as follows:

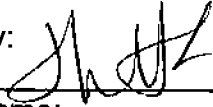
1. Amendment of Option Agreement. The Option Agreement is hereby amended:
 - a. Such that the "Term" is hereby extended and shall continue through December 31, 2022.
 - b. According to all other terms and conditions set forth in the Third Amendment.
2. Capitalized Terms. All capitalized terms used but not otherwise defined in this Memorandum shall have the meanings ascribed to them in the Option Agreement.
3. Binding Effect. The parties hereby confirm, restate, approve and ratify the Option Agreement as amended by this Memorandum and, except as provided in this Memorandum, the Option Agreement is and shall remain in full force and effect. This Memorandum is binding upon and inures to the benefit of the parties and their respective successors and assigns.
4. Titles and Captions. All section or paragraph titles or captions in this Memorandum are for convenience only, shall not be deemed part of this Memorandum, and in no way define, limit, extend or describe the scope or intent of any provision hereof.
5. Counterparts. This Memorandum may be executed in counterparts, including faxed or emailed counterparts, each of which is deemed an original and all of which together constitute one and the same instrument.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Memorandum to be executed by their duly authorized representatives on the date first above written.

SELLER:

FOUR H ORGANICS, LLC,
an Oregon limited liability company

By: 
Name: Jennifer Hartman
Title: member

PURCHASER:

**NEW SUSTAINABLE PROPERTY
HOLDINGS, LLC,**
a Delaware limited liability company

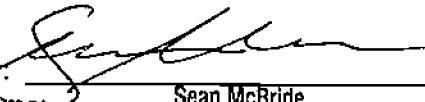
By: 
Name: Sean McBride
Title: Secretary & General Counsel

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

APN No.'s 4012-29-1100, 4012-30-800, 4012-29-1000 and 4012-30-100

Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon:

The SW1/4 SE1/4 and the S1/2 SW1/4 of Section 29, EXCEPTING THEREFROM the South 120.00 feet of the East 125.00 feet and the East 30.00 feet ALSO EXCEPTING the South 120.00 feet thereof of the SW1/4 of the SE1/4.

Section 30: The E1/2

ALSO, that portion of the SE1/4 of the SW1/4 of Section 30, Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, lying Northeasterly of the Malin-Bonanza Highway.

ACKNOWLEDGEMENT OF SELLER

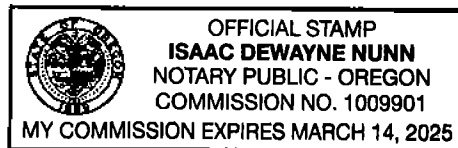
STATE OF Oregon }
COUNTY OF Klamath } S.S

On November 10th, 2022 before me,
Isaac Dewayne Nunn, Notary Public, personally appeared,
Jennifer Hartman, who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within
instrument and acknowledged to me that she executed the same in her authorized
capacity, and that by her signature on the instrument the person, or the entity upon
behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: Isaac Dewayne Nunn



(Notary Seal)

ACKNOWLEDGEMENT OF PURCHASER

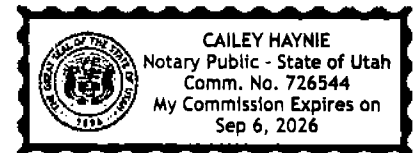
STATE OF UTAH }
 } S.S
COUNTY OF SALT LAKE }

On November 23, 2022 before me,
Cailey Haynie, Notary Public, personally appeared,
Sean McBride, who proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to the within
instrument and acknowledged to me that he executed the same in his authorized
capacity, and that by his signature on the instrument the person, or the entity upon
behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: Cailey Haynie



(Notary Seal)