

2022-014299

Klamath County, Oregon

12/15/2022 01:54:01 PM

Fee: \$97.00

Recording requested by and
when recorded mail to:

Sustainable Property Holdings, LLC
Attention: Land Manager
2180 South 1300 East, Suite 500
Salt Lake City, Utah 84106

(space above this line for recorder's use)

**MEMORANDUM OF FIRST AMENDMENT TO REAL ESTATE PURCHASE OPTION
AGREEMENT**

THIS MEMORANDUM OF FIRST AMENDMENT TO REAL ESTATE PURCHASE OPTION AGREEMENT (this "Memorandum") is made, dated and effective as of September 18, 2022, between **CASEY A. BARRINGER**, a single man ("Seller"), and **NEW SUSTAINABLE PROPERTY HOLDINGS, LLC**, a Delaware limited liability company ("Purchaser").

RECITALS:

WHEREAS, Seller and Sustainable Property Holdings, LLC ("SPH") entered a Real Estate Purchase Option Agreement dated September 18, 2020 (as heretofore or hereinafter amended, restated, or supplemented from time to time, the "Option Agreement") as evidenced of record by that certain Memorandum of Real Estate Purchase Option Agreement recorded on March 8, 2021 as instrument number 2021-003456 in the Klamath County, Oregon official records, for certain lands in the County of Klamath, State of Oregon more specifically described in Exhibit A attached hereto (the "Property"); and

WHEREAS, pursuant to a Plan of Division adopted as of January 4, 2021, and in accordance with Section 18-217 of the Delaware Limited Liability Company Act, SPH was divided into two separate limited liability companies and the Option Agreement was allocated to Purchaser; and

WHEREAS, Seller and Purchaser subsequently entered into an Amendment to Real Estate Purchase Option Agreement dated _____, 2022 (the "Amendment"), whereby Seller and Purchaser have 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 and Amendment in a manner suitable for recording in the Official Records of Klamath County, State of Oregon in order to provide record notice of the Option and Purchaser's rights in and to the land subject to the Option, as provided herein.

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. The Option is hereby amended:
 - a. Such that the “Term” is hereby amended to a forty-two-month (42) period beginning on the effective date of the Option Agreement, which Term will expire March 18, 2024.
 - b. According to all other terms and conditions set forth in the 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.
3. Binding Effect. The parties hereby confirm, restate, approve and ratify the Option as amended by this Memorandum and, except as provided in this Memorandum, the Option 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:

CASEY A. BARRINGER,
a single man



ACKNOWLEDGEMENT OF SELLER

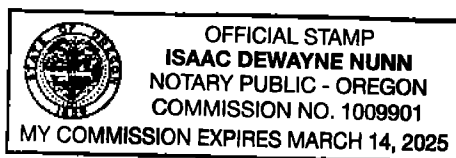
STATE OF Oregon }
COUNTY OF Klamath } S.S

On Nov 15th, 2022 before me, ISAAC DEWAYNE NUNN, Notary Public, personally appeared, Casey A. Barringer, 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/she executed the same in his/her authorized capacity, and that by his/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



(Notary Seal)

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

Title:

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

WITNESS my hand and official seal.

Signature:



(Notary Seal)