

2023-004328

Klamath County, Oregon

06/07/2023 08:26:02 AM

Fee: \$97.00

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:  
Chaberton Solar Buck Butte LLC  
% Chaberton Energy Holdings Inc.  
Attn: Land Department  
1700 Rockville Pike, Suite 305  
Rockville, MD 20852

Parcel ID No. 3810-02500-01200

(SPACE ABOVE FOR RECORDER'S USE ONLY)

#### ASSIGNMENT OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT

THIS ASSIGNMENT OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT (this "Assignment") dated May 8<sup>th</sup>, 2023 (the "Effective Date"), is entered into by and between **Chaberton Energy Holdings Inc.**, a Delaware corporation ("Assignor"), and **Chaberton Solar Buck Butte LLC**, a Delaware limited liability company ("Assignee"). Assignor and Assignee each may be referred to herein individually as a "Party" and collectively as the "Parties".

#### RECITALS

WHEREAS, **Jerald S. Rogers and Carol A. Rogers, Trustees of the Jerald and Carol Rogers 2007 Trust uad 10-2-2007**, ("collectively Lessor") and Assignor, as "Lessee", are parties to that certain Solar Energy Lease and Easement Agreement dated as of September 19, 2022 (the "Lease"), which Lease is evidenced by that certain unrecorded Memorandum of Solar Energy Lease and Easement Agreement dated as of September 20, 2022, for the leased premises (the "Premises"), being between approximately twelve (12) and twenty (20) acres of those certain lands (the "Property"), located in **Klamath County, Oregon**, currently identified as being tax map parcel number (or equivalent) **3810-02500-01200**, which Premises and Property are more fully described in the Lease;

WHEREAS, Section 11 of the Lease permits the assignment of the Lease without the Lessor's consent;

WHEREAS, as of the date hereof, Assignor owns all of the membership interests in Assignee; and

WHEREAS, on the terms and conditions stated herein, Assignor desires to assign and transfer to Assignee all interests, easements, rights and obligations of Assignor in and to the Lease and Assignee desires to assume the same as of the Effective Date.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions; Integration of Lease.** All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in the Lease. The Lease, as evidenced by the Memorandum of Lease, is incorporated herein by this reference and made a part hereof. This Assignment and the Lease shall be deemed to be, for all purposes, one instrument. Assignee's address for all notices permitted or required under the terms of the Lease shall be the same as Assignor's address set forth in the

Lease. In the event of any conflict between the terms and provisions of this Assignment and the terms and provisions of the Lease, the terms and provisions of this Assignment shall, in all instances, control and prevail.

2. Assignment and Assumption. As of the Effective Date, Assignor hereby grants, transfers, assigns, and delivers to Assignee, its successors, heirs, legal representatives, and assigns forever, all of Assignor's right, obligations, title, and interest in and to the Lease (the "Assignor Interests"). Assignee hereby accepts the Assignor Interests and hereby assumes and agrees to perform all of the obligations of Assignor as "Lessee" under the Lease.

3. Governing Law. This Assignment will be governed by the laws of the State of Oregon without giving effect to any conflict or choice of law provision.

4. Ratification of Lease and Binding Effect. All terms and conditions of the Lease are hereby fully ratified and affirmed, as modified by this Assignment. This Assignment shall be binding upon, and shall inure to the benefit of, the respective Parties hereto and their respective successors and permitted assigns.

5. Counterparts. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any facsimile or portable document format (PDF) copies hereof or signature hereon will, for all purposes, be deemed originals.

*(Signature page follows)*

IN WITNESS WHEREOF, Assignor and Assignee have hereunto executed this Assignment of Solar Energy Lease and Easement Agreement as of this 8<sup>th</sup> day of May, 2023.

**ASSIGNOR:**

Chaberton Energy Holdings Inc.

BY: [Signature]  
NAME: MICHAEL J. DONIKER  
TITLE: COO

**ASSIGNEE:**

Chaberton Solar Buck Butte LLC

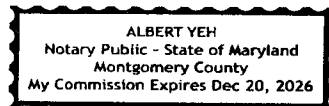
BY: [Signature]  
NAME: MICHAEL J. DONIKER  
TITLE: COO

Corporate Acknowledgement

STATE OF Maryland )  
COUNTY OF Montgomery )s:

On the 8th day of May in the year 2023 before me, the undersigned, a notary public in and for said state, personally appeared MICHAEL J. DONIKER, who holds the capacity of COO, for **Chaberton Energy Holdings Inc., a Delaware corporation**, and that he/she/they in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself/themselves in such capacity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Signature]  
Notary Public

*Signature page to Assignment of Solar Energy Lease and Easement Agreement*

Corporate Acknowledgement

STATE OF Maryland )  
COUNTY OF Montgomery )s:

On the 8th day of May in the year 2023 before me, the undersigned, a notary public in and for said state, personally appeared Michael Poirer who holds the capacity of CEO, for **Chaberton Solar Buck Butte LLC**, a **Delaware limited liability company**, and that he/she/they in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself/themselves in such capacity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Albert Yeh  
Notary Public

