



Prepared by and after  
recording return to:  
Occasio Power Management LLC  
1108 Lavaca Street, Suite 110-349  
Austin, Texas 78701  
Attention: Legal - Lori Miller

**MEMORANDUM OF OPTION AGREEMENT**

This **MEMORANDUM OF OPTION AGREEMENT** ("**Memorandum**") is made as of this 28 day of Sept., 2023 between DELORES L. FINKBEINER, a widowed woman (together with their successors and assigns, "**Owner**"), whose address is [REDACTED] and OCCASIO POWER MANAGEMENT LLC, a Texas limited liability company ("together with its transferees, successors and assigns, "**Grantee**"), whose address is 1108 Lavaca Street, Suite 110-349, Austin, Texas 78701. Owner and Grantee are referred to individually herein as "**Party**" and are collectively referred to as "**Parties**".

**RECITALS**

A. Owner and Grantee have entered into that certain Transmission Line Easement Option Agreement ("**Option Agreement**"), dated Sept. 28, 2023 ("**Effective Date**"), whereby Owner has agreed to provide Grantee with the option to acquire certain exclusive easements and rights over certain real property located in Washtenaw County, in the State of Michigan, more particularly described in the attached Exhibit A ("**Premises**").

B. The Parties desire to enter into and record this Memorandum so that third parties will have notice of the interests of the Grantee in the Premises. Capitalized terms used in this, but not otherwise defined in this Memorandum shall have the meanings ascribed to them in the Option Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties contained in this Memorandum and in the Option Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Option Agreement is given by Owner to Grantee as an option to use the Premises for, among other purposes, an exclusive transmission easement, the location of which is proposed to be over and across the approximate route identified on the drawing attached as Exhibit A-1 (the "**Easement Area**").
2. The term of the Option shall be for a period of two (2) years commencing on the Effective Date ("**Option Term**"). Grantee may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term.
3. The burdens of the rights granted to Grantee in the Option Agreement and this Memorandum shall run with and against the land as to the Premises, shall be a charge and burden on the Premises, and shall be binding upon and enforceable against Owner and all heirs, legal representatives, successors, assigns, permittees, licensees, Grantees, employees and agents of Owner. The Option Agreement, this Memorandum and easements referenced herein shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees and grantees, and Grantee may transfer its rights thereunder without consent.
4. The terms and conditions of the Option Agreement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Option Agreement and this Memorandum, the Option Agreement shall control.
5. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[signature pages follow]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Memorandum to be duly executed as of the day and year first above written.

OWNER:

Delores L. Finkbeiner  
Delores L. Finkbeiner

STATE OF Michigan )  
COUNTY OF Washtenaw ) SS.


The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of September, 2023, by Delores L. Finkbeiner, a widowed woman.

LYNDA STONE  
NOTARY PUBLIC - MICHIGAN  
WASHTENAW COUNTY  
MY COMMISSION EXPIRES SEPT. 25, 2024  
ACTING IN \_\_\_\_\_ COUNTY

Linda Stone  
Print Name: Linda Stone  
Notary Public, MI County, Washtenaw  
My Commission Expires: 9/25/2024  
Acting in \_\_\_\_\_ County, \_\_\_\_\_

GRANTEE:

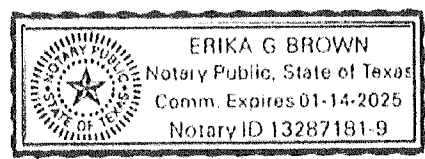
Occasio Power Management LLC,  
a Texas limited liability company

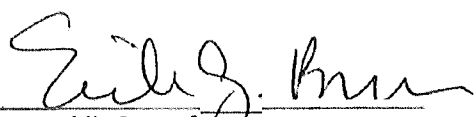
By:   
Name: Andrew Bowman  
Title: President

STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS           §

The foregoing instrument was acknowledged before me this 27 day of September, 2023, by Andrew Bowman, President of Occasio Power Management LLC, a Texas limited liability company, on behalf of such company.

[SEAL]



  
Notary Public State of Texas  
Comm. Expires 01-14-2025

**Exhibit A**

**Description of the Premises**

Land situated in the Township of Saline, County of Washtenaw, State of Michigan, described as follows:

\*OLD SID - R 18-003-006-00 SA 3-6 W 1/2 OF SW 1/4 SEC. 3 T4S R5E 80.00 AC.

Tax Parcel No.: R -18-03-300-004

**Exhibit A-1**

**Approximate Depiction of the Easement Area**

A 50-foot wide easement running from the southern border of the Premises and western edge of the existing easement in favor of DTE Energy approximately 500 feet north and then turning east and running approximately 115 feet to the eastern boundary of the Premises. The exact legal description of the Easement Area will be determined by a survey obtained at Grantee's expense. Upon receipt of a survey of the Easement Area, Owner agrees that Owner's consent is not required for Grantee to amend this Exhibit to include the legal description of the Easement Area shown on the survey and re-record this Memorandum with the new description.