

2017-009930

Klamath County, Oregon

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Fee: \$62.00



Prepared by: ET Capital, Inc.
Return to: c/o Michael Eden
4900 Hopyard Road, Ste 310
Pleasanton, CA 94588

STATE OF OREGON)

)

MEMORANDUM OF GROUND LEASE

COUNTY OF KLAMATH)

THIS MEMORANDUM OF GROUND LEASE ("Memorandum") is entered into this 31st day of August, 2017, between **OR SOLAR 5A LLC**, an Oregon limited liability company (the "Landlord"), and **OR SOLAR 5, LLC**, a Delaware limited liability company ("Tenant").

1. Pursuant to that certain Lease Agreement dated August 31, 2017 (the "Lease") and as may be further amended from time to time, Landlord leased to Tenant the real property described below upon the terms and conditions set forth in the Lease.
2. Capitalized terms used herein, and not otherwise defined, shall have the same meanings assigned to them in the Lease. All of the terms and conditions of the Lease are incorporated herein by this reference.
3. The Initial Term of the Lease began on August 31, 2017, and shall terminate on October 31, 2036.
4. Tenant may extend the Initial Term for five (5) additional five (5) years periods (each a "Renewal Term" and collectively, the "Renewal Terms") by providing written notice to Tenant not less than thirty (30) days prior to the expiration of the Initial Term or immediately preceding a Renewal Term.

5. The Lease obligates Landlord to lease to Tenant that certain property containing approximately 60.57 acres in Klamath County, Oregon within Section 2, Township 41 South, Range 10 East of the Willamette Meridian, said leased premises being legally described as set forth on the attached **Exhibit A**, together with all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the premises and the improvements now or in the future located thereon (collectively referred to as the "Leased Premises"), to be occupied and used upon the terms and conditions set forth in the Lease.
6. Any Improvements constructed or placed on the Leased Premises by Tenant shall be owned and remain the sole property of Tenant, and may be replaced, repaired or removed at any time by Tenant during the Term. Landlord acknowledges and agrees that despite that portions of the Improvements may be affixed to the Leased Premises, (i) Tenant is the exclusive owner and operator of the Improvements and the Solar Operations, (ii) the Improvements and Solar Operations shall not be construed to be a fixture and (iii) Tenant is the exclusive owner of the electricity generated by the Solar Operations and any environmental attributes and environmental incentives of the Solar Operations. Landlord has no right, title or interest in the Solar Operations and has waived any and all rights it may have to place a lien on the Solar Operations and/or Improvements.
7. Landlord has granted certain easement rights over and across any adjacent property that may be owned or controlled by Landlord after the date hereof (the "Adjacent Property"). Landlord acknowledges and agrees that access to sunlight ("Sunlight") is essential to the value to Tenant of the rights granted in this Lease and is a material inducement to Tenant in entering into this Lease. Landlord shall not engage in or permit others to engage in activities on the Adjacent Property that could adversely affect Sunlight, including but not limited to the construction of any structures, or allow the growth of foliage.
8. Nothing contained herein shall modify the Lease, and in the event of a conflict between the provisions of the Lease and the provisions of this Memorandum, the provisions of the Lease shall control.

[SEPARATE SIGNATURE PAGE AND NOTARY PAGES ATTACHED]

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Lease by authority duly given and effective as of the date first written above.


LANDLORD:

OR SOLAR 5A LLC, an Oregon limited liability company

By: OR Solar 5A Holdings LLC, its Managing Member

By: ET Cap OR Holdings LLC, its Managing Member

By: ET Capital Solar Partners (USA), Inc., its Managing Member

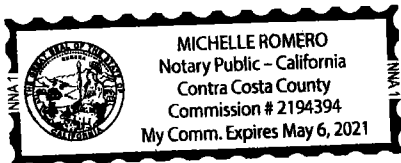
By: 
Name: Linhui Sui
Title: President

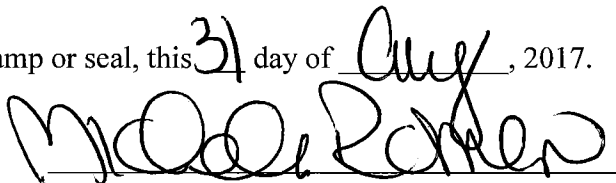
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California
COUNTY OF Alameda

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing instrument: _____, as the _____ of ~~OR~~
~~SOLAR 5A LLC~~

WITNESS my hand and official stamp or seal, this 31 day of Aug, 2017.





Notary Public

Printed Name: Michelle Romero

My Commission Expires:

May 6, 2021

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Lease by authority duly given and effective as of the date first written above.

TENANT:

OR SOLAR 5, LLC, a Delaware limited liability company

By: ET Cap OR Holdings LLC, its Managing Member

By: ET Capital Solar Partners (USA), Inc., its Managing Member

By: _____

Name: Linhui Sui

Title: President

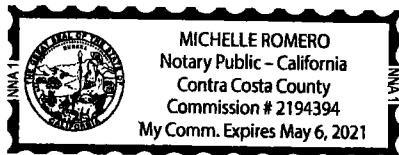
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____

COUNTY OF _____

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing instrument: _____, as the _____ of OR SOLAR 5, LLC

WITNESS my hand and official stamp or seal, this 31 day of Aug, 2017.



Michelle Romero

Notary Public

Printed Name: _____

Michelle Romero

My Commission Expires:

May 6, 2021

Exhibit A
Memo of Lease

Leased Premises

Certain real property located in the County of Klamath, State of Oregon, described as follows:

PARCEL 1 OF LAND PARTITION LP-10-17, A TRACT OF LAND SITUATE WITHIN SECTION 2, TOWNSHIP 41 SOUTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, RECORDED AUGUST 30, 2017, AS INSTRUMENT NO. 2017-009768, KLAMATH COUNTY, OREGON.