

NON-INTERFERENCE AGREEMENT

This NON-INTERFERENCE AGREEMENT (this "Agreement") is entered into as of March 13, 2018 by and among Klamath Falls Solar 2, LLC ("Solar 2") and Klamath Falls Solar 1, LLC ("Solar 1"). Each of Solar 1 and Solar 2 are sometimes referred to herein as a "Party," or collectively, the "Parties."

RECITALS

A. Solar 2 and Eilcen Gibbons and Keith D. Goode, Successor Co-Trustees of the Juanita S. Goode Trust and Ewauna Park, LLC (collectively, "Landlord") entered into Land Lease and Solar Easement dated February 3, 2016, as amended by First Amendment and Acknowledgment dated July 14, 2017, as amended by Second Amendment and Acknowledgment dated November 17, 2017, and as evidenced by Memorandum of Lease and Easement dated as of November 13, 2017 and recorded in the Recorder's Office for Klamath County, Oregon as Instrument No. 2017-013386 (such instrument, as previously or hereafter amended, restated, replaced, renewed, extended, modified, assigned, transferred or otherwise conveyed, the "Solar 2 Lease") pursuant to which Landlord (i) leased to Solar 2, and granted to Solar 2 certain easements and rights over, real property located in Klamath County, Oregon, described on **Exhibit A** attached hereto (the "Solar 2 Leased Premises") for the construction, installation, operation and maintenance of certain solar facilities and related systems, and (ii) granted to Solar 2 an access easement on, over and across adjacent land described on **Exhibit B** attached hereto (the "Solar 2 Easement Land") for ingress and egress purposes;

B. Solar 1 and Landlord entered into Land Lease and Solar Easement dated February 3, 2016 (such instrument, as previously or hereafter amended, restated, replaced, renewed, extended, modified, assigned, transferred or otherwise conveyed, the "Solar 1 Lease") pursuant to which Landlord (i) leased to Solar 1 certain real property located in Klamath County, Oregon, described in the Solar 1 Lease (the "Solar 1 Leased Premises"), and (ii) granted to Solar 1 an access easement on, over and across real property described in the Solar 1 Lease (the "Solar 1 Easement Land"), which Solar 1 Easement Land may partially overlap with Solar 2 Easement Land;

C. The Parties, Landlord, and Ewauna Solar LLC entered into Termination of Land Lease and Solar Easement dated February 3, 2016 (the "Termination"), pursuant to which the Parties acknowledged and agreed that there were certain overlapping rights granted to each in the Solar 1 Lease and the Solar 2 Lease; and

D. The Parties desire to clarify their respective rights with respect to the Solar 1 Leased Premises and Solar 2 Leased Premises and the Solar 1 Easement Land and Solar 2 Easement Land, all as herein described.

AGREEMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Solar 1 and Solar 2 hereby agree as follows:

1. Exclusivity of Premises. Notwithstanding anything in the Solar 1 Lease, the Solar 2 Lease, or the Termination to the contrary, (i) Solar 1 shall not have any rights in or to the Solar 2 Leased Premises, and (ii) Solar 2 shall not have any rights in or to the Solar 1 Leased Premises.

2. Non-Disturbance.

- a. Notwithstanding anything contained in the Solar 1 Lease or the Termination to the contrary, Solar 1's activities and use and any rights Solar 1 grants to any person or entity, whether located on the Solar 1 Leased Premises, the Solar 1 Easement Land, or elsewhere, shall not, currently or prospectively, materially, adversely interfere with Solar 2's use and enjoyment of the Solar 2 Easement Land as provided for in the Solar 2 Lease.
- b. Notwithstanding anything contained in the Solar 2 Lease or the Termination to the contrary, Solar 2's activities and use and any rights Solar 2 grants to any person or entity, whether located on the Solar 2 Leased Premises, the Solar 2 Easement Land, or elsewhere, shall not, currently or prospectively, materially, adversely interfere with Solar 1's use and enjoyment of the Solar 1 Easement Land as provided for in the Solar 1 Lease.

3. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

4. Successor and Assigns. This Agreement and all of the terms and conditions in this Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and assigns, and shall be "covenants running with the land."

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have made and entered into this Agreement as of the date first set forth above.

SOLAR 2:

KLAMATH FALLS SOLAR 2, LLC
a Delaware limited liability company

By: *David Miao*
Printed Name: David Miao
Title: authorized signatory

STATE OF _____
COUNTY OF _____

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be _____ of KLAMATH FALLS SOLAR 2, LLC, a Delaware limited liability company, the within named Grantor, and that he/she, as such _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by himself/herself as such _____.

Witness my hand and official seal, at office in _____ this ____ day of _____, 2018.

Notary Public

My Commission Expires:

*See attached notarial
acknowledgment*

ACKNOWLEDGMENT

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 Santa Clara)

On March 13, 2018 before me, Patricia T. Wong, Notary Public
(insert name and title of the officer)

personally appeared David Miao,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in
his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

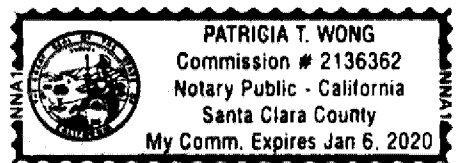
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



SOLAR 1:

KLAMATH FALLS SOLAR 1, LLC
BY: Tesla Energy Operations, Inc., sole
member

By: [Signature]
Printed Name: Radford Small
Title: Transfer & CFO

STATE OF _____
COUNTY OF _____

Before me, _____, a Notary Public of the State and County aforesaid, personally
appeared _____, with whom I am personally acquainted (or proved to me on
the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be
_____ of KLAMATH FALLS SOLAR 1, LLC, a Delaware limited liability
company, the within named Grantor, and that he/she, as such _____, being
authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the
name of the company by himself/herself as such _____.

Witness my hand and official seal, at office in _____ this ____ day of
____, 2018.

Notary Public

My Commission Expires:

*SEE ATTACHED
JULY 31/18*

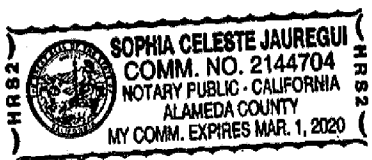
CALIFORNIA JURAT

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 SAN MATEO)

Subscribed and sworn to (or affirmed) before me on this 13TH day
of MARCH, 20 18, by RANDOL SMALL

proved to me on the basis of satisfactory evidence to be the person~~s~~
who appeared before me.



(Seal)

Signature *Sophia*

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

This certificate is attached to a document titled/for the purpose of

containing _____ pages, and dated _____

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Affiant(s) Thumbprint(s) ☐ Describe: _____

EXHIBIT A

Solar 2 Premises

A LEASE AREA BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED VOLUME 2012 AT PAGE 012474 OF THE KLAMATH COUNTY DEED RECORDS, SITUATED IN THE NE1/4 OF SECTION 16, T39S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE ¼ CORNER COMMON TO SECTIONS 9 & 16, T39S, R9EWM BEARS N09°16'01"W 164.82 FEET; THENCE EAST, 22.94 FEET; THENCE S00°52'42"W 28.16 FEET; THENCE S27°40'03"E 19.23 FEET; THENCE S73°48'28"E 17.18 FEET; THENCE EAST 228.97 FEET; THENCE SOUTH 42.38 FEET; THENCE S89°59'00"E 728.20 FEET; THENCE S81°08'32"E 762.35 FEET; THENCE EAST 15.00 FEET; THENCE SOUTH 359.09 FEET; THENCE S89°59'50"W 716.29 FEET; THENCE SOUTH 135.32 FEET; THENCE N89°58'20"W 1056.57 FEET; THENCE N05°53'34"W 56.06 FEET; THENCE N00°03'51"E 423.68 FEET; THENCE N01°12'35"E 127.48 FEET; THENCE N01°14'06"E 97.02 FEET TO THE POINT OF BEGINNING; CONTAINING 21.99 ACRES, MORE OR LESS, WITH BEARINGS BASED ON THE OREGON STATE PLANE COORDINATE SYSTEM – SOUTH ZONE #3602.

EXHIBIT B

Solar 2 Easement Land

AN ACCESS EASEMENT BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AS PARCEL 9 IN DEED VOLUME 2012 AT PAGE 012474 OF THE KLAMATH COUNTY DEED RECORDS, SITUATED IN THE NE1/4 OF SECTION 16, T39S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF WASHBURN WAY, FROM WHICH THE N1/16 CORNER COMMON TO SECTION 15, T39S, R9EWM, AND SAID SECTION 16 BEARS N10°33'37"E 182.32 FEET; THENCE, LEAVING SAID WESTERLY RIGHT OF WAY LINE, N87°26'06"W 633.99 FEET; THENCE, ON THE ARC OF A CURVE TO THE RIGHT (RADIUS EQUALS 180.00 FEET AND CENTRAL ANGLE EQUALS 88°33'10") 278.20 FEET; THENCE N01°07'04"E 902.15 FEET; THENCE WEST 3.87 FEET TO A POINT ON THE EAST LINE OF THE EWAUNA PHASE 2 LEASE AREA; THENCE NORTH, ALONG THE SAID EAST LINE, 20.00 FEET; THENCE, LEAVING SAID EAST LINE, EAST 44.27 FEET; THENCE S01°07'04"W 922.94 FEET; THENCE, ON THE ARC OF A CURVE TO THE LEFT (RADIUS EQUALS 140.00 FEET AND CENTRAL ANGLE EQUALS 88°33'10") 195.47 FEET; THENCE S87°26'06"E 632.96 FEET TO A POINT ON THE SAID WESTERLY RIGHT OF WAY LINE OF WASHBURN WAY; THENCE S01°05'24"W 40.01 FEET TO THE POINT OF BEGINNING, WITH BEARINGS BASED ON THE OREGON STATE PLANE COORDINATE SYSTEM – SOUTH ZONE #3602.