

2018-006680

Klamath County, Oregon

06/01/2018 09:46:00 AM

Fee: \$57.00

RECORDING REQUESTED BY AND
WHEN RECORDED PLEASE RETURN TO:

c/o Forefront Power, LLC
Attn: Legal
100 Montgomery Street, Suite 725
San Francisco, CA 94104

Accm 397.1

MEMORANDUM OF OPTION TO GROUND LEASE AGREEMENT

THIS MEMORANDUM OF OPTION TO GROUND LEASE AGREEMENT (the "Memorandum") is made as of 2-27, 2018 by and between M T Smith LLC, an Oregon limited liability company, ("Owner"), whose address is P.O. Box 311, Bly, OR 97622, and Forefront Power, LLC, a Delaware limited liability company ("Optionee"), whose address is 100 Montgomery Street, Suite 1400, San Francisco, CA 94104.

RECITALS

A. Owner is the owner of the real property located in Klamath County, State of Oregon, more particularly described in Exhibit A attached hereto (the "Property").

B. Pursuant to that certain Option to Ground Lease Agreement, dated as of 2-27, 2018 (the "Agreement"), Owner has granted Optionee the exclusive option to lease approximately twenty (20) acres of the Property (the "Site") and to acquire easements over certain portions of the Property for access and transmission lines as may be necessary for the Project.

C. The parties are executing and recording this Memorandum so that third parties shall have notice of Optionee's exclusive option to lease the Site, and of the rights and obligations of Owner and Optionee under the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Owner has granted to Optionee an exclusive option to lease the Site and, upon the exercise of the option, Owner agrees to lease the Site to Optionee and to grant easements over the Property as may be necessary, in accordance with the terms and provisions of the Agreement.

2. The Agreement provides for an Option Period of two (2) years commencing upon the Effective Date of the Agreement, which Optionee may extend for an additional period of one (1) year.

3. All of the terms, conditions and agreements contained within the Agreement are fully incorporated herein by reference as if fully set forth herein. This Memorandum is not intended to change the terms of the Agreement and, in the event of a conflict between the terms and conditions of this Memorandum and the Agreement, the terms and conditions of the Agreement shall control. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

4. This Memorandum shall be governed by the laws the State of Oregon.

5. The parties agree that this Memorandum may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first written above.

OWNER

M T Smith LLC,
an Oregon limited liability company

By: Michael T. Smith
Name: Michael T. Smith
Title: Member

STATE OF OREGON)
)ss.
County of Klamath)

This record was acknowledged before me on FEB 27, 2018 by
MICHAEL T. SMITH, as MEMBER
MT SMITH LLC, a(n) company of



Notary Public for Suzanne Down & Assoc.
My Commission Expires:

3-27-2020

Deidre Marie Cannon

(Signature Blocks Continue on Next Page)

OPTIONEE

Forefront Power, LLC,
a Delaware limited liability company

By: S. J. J.

Name: Sam Youneszadeh

Title: Chief Development Officer

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 Francisco

On March 22, 2019 before me Sarah Snarr, Notary Public
personally appeared Sam Youneszadeh, 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 CA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Sarah Snarr
Notary Public

(seal)

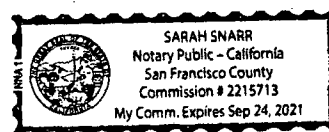


Exhibit A

Legal Description of Property

Parcel 1:

That portion of the NW1/4 SW1/4 of Section 1, Township 37 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon, lying North of Klamath Falls-Lakeview Highway (State Highway 140).

EXCEPTING THEREFROM that portion thereof lying within the boundaries of State Highway 140.

Parcel 2:

The N1/2 NE1/4 SW1/4 of Section 1, Township 37 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM that portion thereof lying within the boundaries of State Highway 140.

Parcel 3:

In Klamath County Oregon:

S1/2NW1/4 Section 01, Township 37 South, Range 14 East, WM:

Government Parcel No. R3714 00200 00800 000

First American Title Company has reordered this instrument by request as an accommodation only and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described herein.

Exhibit A