

RECORDING REQUESTED BY AND
WHEN RECORDED PLEASE RETURN TO:

2018-006682

Klamath County, Oregon

06/01/2018 09:49:00 AM

Fee: \$62.00

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

ACQ 397.3

MEMORANDUM OF OPTION TO GROUND LEASE AGREEMENT

THIS MEMORANDUM OF OPTION TO GROUND LEASE AGREEMENT (the "Memorandum") is made as of MARCH 20, 2018, by and between David K Patton and Gail Patton, husband and wife as tenants by the entirety, ("Owner"), whose address is PO Box 130, Beatty, OR 97621, and Forefront Power, LLC, a Delaware limited liability company ("Optionee"), whose address is 100 Montgomery Street, Suite 725, 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 MARCH 20, 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

David K. Patton
David K. Patton, an individual

By: David K. Patton
Name: David K. Patton
Title: Owner

STATE OF OREGON)
)ss.
County of KIAMATH)

This record was acknowledged before me on MARCH 20, 2018 by
DAVID KENT PATTON, as OWNER of
~~legal description of~~ a(n) ~~real property~~ individual. JAS 3/21/2018
~~property: EXHIBIT A~~

Joan A. Amaral Sees Notary Public for OREGON County of Klamath
My Commission Expires: MARCH 14, 2020



(Signature Blocks Continue on Next Page)

OWNER

Gail Patton
Gail Patton, an individual

By: Gail Patton
Name: GAIL PATTON
Title: OWNER

STATE OF OREGON)
)ss.
County of KLAMATH)

This record was acknowledged before me on MARCH 20, 2018 by
GAIL S. PATTON, as OWNER of
~~legal description of~~, a(n) ~~REAL PROPERTY~~ individual. JAS 3/21/2018
~~PROPERTY: EXHIBIT A~~

Joan A. Amaral Sees

Notary Public for OREGON, County of KLAMATH
My Commission Expires: MARCH 14, 2020



(Signature Blocks Continue on Next Page)

OPTIONEE

Forefront Power, LLC,
a Delaware limited liability company

By: [Signature]
Name: Sam Younesszadeh
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

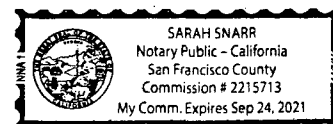
On April 24, 2018 before me Sarah Snarr, Notary Public
personally appeared Sam Younesszadeh

_____, 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.

Sarah Snarr
Notary Public



(seal)

Exhibit A

Legal Description of Property

Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon:

Section 23: Government Lots 1, 8, 9, 16, 17, 18, 23, 24, 25, 26, 31 and 32 and all that portion of Government Lots 2, 7, 10 and 15 lying Easterly of a line 20 feet West of the West Bank of the canal and Brown Mineral Creek.

Section 24: The W $\frac{1}{2}$

Section 26: The NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$

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.