

2018-007370

Klamath County, Oregon

06/19/2018 08:59:00 AM

Fee: \$112.00

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-404.1

MEMORANDUM OF OPTION TO GROUND LEASE AGREEMENT

THIS MEMORANDUM OF OPTION TO GROUND LEASE AGREEMENT (the "Memorandum") is made as of 3-7, 2018, by and between Clyde V. White and Terry White, husband and wife, not as tenants in common but with right of survivorship, ("Owner"), whose address is 24545 Sprague River Rd., Sprague River, OR 97639-8626, 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 3-7, 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.

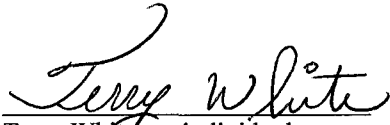
4. This Memorandum shall be governed by the laws the State of Oregon.

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, and intending to be bound hereby, the parties hereto have executed this Agreement on the date written above.


**"Owner"**

  
Clyde V. White, an individual

  
Terry White, an individual

**"Optionee"**

Forefront Power, LLC,  
a Delaware limited liability company

By:   
Name: Sam Youneszadeh  
Title: Chief Development Officer

or produce oil, gas and minerals from the Property in a manner which does not interfere with Tenant's use of the Premises or affect the Solar Facility and utilizes a method, such as "directional drilling" which does not require the use of the Premises to a depth of five hundred (500) feet below the surface.

8. **Insurance and Waiver of Subrogation.**

(g) **Landlord and Tenant's Liability Insurance.** Landlord and Tenant shall each, during the term hereof, obtain, maintain and keep in full force and effect, with the other party named as additional insured therein as its interest may appear, commercial general liability insurance applying to the use and occupancy of the Premises in no less than the following amounts:

(i) **Worker's Compensation.** If such party has employees, the applicable party shall maintain worker's compensation insurance in accordance with federal and state statutory requirements.

(ii) **General Liability.** General liability insurance including bodily injury, property damage, products/completed operations, contractual and personal injury liability with a combined single limit of at least one million dollars (\$1,000,000) per occurrence and at least two million dollars (\$2,000,000) annual aggregate.

(iii) **Automobile Liability.** Automobile liability insurance including bodily injury and property damage arising out of any vehicle brought onto the Premises and operated by Tenant.

(h) **Waiver of Subrogation.** Landlord and Tenant each hereby waive any right of recovery against the other and the authorized representatives of the other for any loss or damage that is covered or required by this Lease to be covered by any policy of insurance maintained with respect to the Premises, the Improvements or any operations therein, even though such loss or damage might have been occasioned by the negligence of such party. Each party shall cause insurance policies

relating to this Lease, the Property, the Premises and the Improvements to provide that such insurers waive all right of recovery by way of subrogation against either party in connection with any claim, loss or damage covered by such policies.

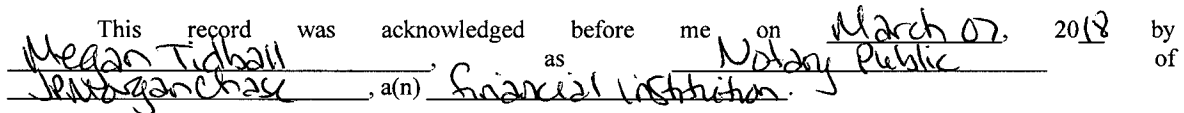
9. **Taxes and Assessments.** "Taxes and Assessments" shall mean all taxes, assessments or other impositions, general or special, ordinary or extraordinary, of every kind or nature, which may be levied, assessed or imposed upon or with respect to the Property or any part thereof, including the Premises, or upon any buildings, improvements, fixtures, equipment or personal property at any time situated thereon. Landlord shall pay on or before the same become due (i) any transfer or conveyance tax arising out of this Lease, and (ii) any Taxes and Assessments which accrue during the Term and are imposed on, or arise in connection with, the Property (except those that are the responsibility of Tenant pursuant to clause (a) below), including any annual increases thereon. Tenant shall not be responsible for payment of any municipal, state or federal income, income profits or revenue tax imposed on rent, inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax or capital levy or any tax related to a change of ownership of the Property.

(a) **Tenant's Taxes.** Throughout the Term, Tenant shall pay, or cause to be paid, all Taxes and Assessments that may be imposed on the Improvements, and Tenant shall pay, or cause to be paid, any increase in Taxes and Assessments accruing during the Term against the Premises to the extent resulting directly from the presence of Tenant's Improvements on the Premises. Landlord shall promptly forward to Tenant all notices, bills or other statements received by Landlord concerning any Taxes and Assessments. To the extent that any of the Taxes and Assessments payable by Tenant are jointly assessed with Landlord's real estate taxes, assessments and other impositions, the parties shall cooperate in a good faith effort to cause such Taxes and Assessments to be separately assessed. Tenant shall pay all such

our ins.  
co. - Hartford  
will only  
go for  
\$500K  
JW

**OWNER**

By: Megan Fitch  
Name: Megan Fitch  
Title: Notary Public

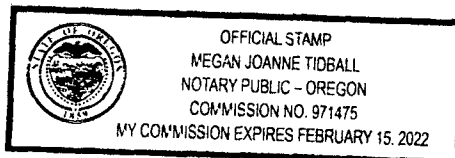


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**OWNER**

Terry White  
Terry White, an individual

By: Megan Tidball  
Name: Megan Tidball  
Title: Notary Public



STATE OF OREGON                     )  
   )ss.  
County of Klamath                     )

This record was acknowledged before me on March 07, 2018 by  
Megan Tidball as Notary Public of  
JPMorgan Chase, a(n) Financial Institution.

Notary Public for Klamath Co  
My Commission Expires: 2/15/2022

(Signature Blocks Continue on Next Page)

**OPTIONEE**

Forefront Power, LLC,  
a Delaware limited liability company

By: [Signature]

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, 2018 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Notary Public

(seal)



**Exhibit A**

**Legal Description of Property**

Real property in the County of Klamath, State of Oregon, described as follows:

PARCEL 1:

THE EAST HALF OF GOVERNMENT LOTS 2, 7 AND 10 AND ALL OF GOVERNMENT LOTS 1 AND 8, ALL IN SECTION 14, TOWNSHIP 36 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF COUNTY OF KLAMATH, STATE OF OREGON.

EXCEPTING THEREFROM THAT PORTION OF LOT 10 LYING WITHIN THE LIMITS OF THE SPRAGUE RIVER HIGHWAY AS CONVEYED TO KLAMATH COUNTY BY DEED RECORDED APRIL 23, 1929 IN BOOK 85, PAGE 618, DEED RECORDS OF KLAMATH COUNTY, OREGON.

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN THE LIMITS OF THE OREGON-CALIFORNIA AND EASTERN RAILWAY COMPANY RIGHT OF WAY.

PARCEL 2:

THE WESTERLY 11.8 FEET OF THE WEST HALF OF GOVERNMENT LOT 9, SECTION 14, TOWNSHIP 36 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF KLAMATH, STATE OF OREGON.

This legal description was created prior to January 1, 2008

Tax Parcel Number: R873832 and R331117 and R330877

*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.*