

2019-011775

Klamath County, Oregon

10/09/2019 10:35:01 AM

Fee: \$107.00

After recording return to:  
Invenergy Solar Development LLC  
c/o Invenergy LLC  
One South Wacker Drive  
Suite 1800  
Chicago, Illinois 60606  
ATTN: Land Administration

THIS SPACE FOR RECORDERS USE ONLY

### MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT (this "Memorandum"), is made, dated and effective as of August 23, 2019 (the "Effective Date"), between Shanda Asset Management, LLC, a Delaware limited liability company (together with its successors, assigns and heirs, "Owner"), whose address is 2735 Sand Hill Road, Suite 140, Menlo Park, California 94025, and **Diamond Solar Energy LLC** a Delaware limited liability company (together with its transferees, successors and assigns, "Grantee"), whose address is One South Wacker Drive, Suite 1800, Chicago, IL 60606, with regard to the following:

1. Owner and Grantee did enter into that certain SOLAR LEASE AND EASEMENT AGREEMENT dated effective August 23, 2019 (the "Agreement"), which affects the real property located in Klamath County, Oregon, as more particularly described in Exhibit A attached hereto (the "Property"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.

2. The Agreement grants, and Owner hereby grants, Grantee, among other things, (a) the exclusive right to develop and use the Property, including, without limitation, for converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted; (b) an exclusive easement to capture, use and convert the unobstructed solar flux over and across the Property from all angles and from sunrise to sunset at the Property during each day of the Term; and (c) an exclusive easement for electromagnetic, audio, visual, glare, electrical or radio interference attributable to the Solar Facilities or Site Activities. The Agreement contains, among other things, certain Owner and third party use and development restrictions on the Property.

3. The Agreement shall be for an initial term of 4 years, a construction term of 2 years, a first extended term of twenty-five (25) years and second extended term of twenty-five (25) years if the terms and conditions of the Agreement are met.

4. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Grantee executed and are recording this Memorandum for the purposes set forth herein and for providing constructive notice of the Agreement and Grantee's rights thereunder and hereunder. The terms, conditions and covenants of the Agreement are set forth at length in the Agreement and are incorporated herein by reference as though fully set forth herein. This Memorandum shall not, in any manner or form whatsoever, alter, modify or vary the terms, covenants and conditions of the Agreement.

5. This Memorandum shall also bind and benefit, as the case may be, the heirs, legal representatives, assigns and successors of the respective parties hereto, and all covenants, conditions and agreements contained herein shall be construed as covenants running with the land to the extent consistent with applicable law.

6. Owner shall have no ownership, lien, security or other interest in any Solar Facilities installed on the Property, or any profits derived therefrom, and Grantee may remove any or all Solar Facilities at any time.

7. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[signature page to follow]

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

**OWNER:**

Shanda Asset Management LLC, a Delaware limited liability company

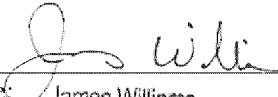
By: \_\_\_\_\_  
Name: Tianqiao Chen  
Title: CEO



**GRANTEE:**

Diamond Solar Energy LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: James Williams  
Title: Vice President



**ACKNOWLEDGMENT OF OWNER**

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.

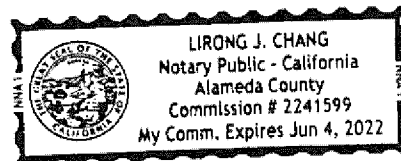
State of California  
County of San Mateo

On Aug 8th, 2019 before me, Lirong J. Chang, a Notary Public, personally appeared **Tianqiao Chen**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as **CEO of Shanda Asset Management, LLC**, and that by his signature on the instrument, the entity upon behalf of which the person 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: Lirong J. Chang  
Name: Lirong J. Chang



Colorado  
STATE OF ~~ILLINOIS~~ )  
Denver ) SS.  
COUNTY OF ~~COOK~~ )

Personally came before me this 23 day of August, 2019, James Williams  
who executed the foregoing instrument as Vice President of Diamond Solar Energy LLC and  
acknowledged the same.

(SEAL)

Name: Joellen Billotte

Notary Public State of ~~Illinois~~ CO

JOELLEN BILLOTTE  
Notary Public  
State of Colorado  
Notary ID # 20184020439  
My Commission Expires 05-14-2022

**EXHIBIT A**  
**Description of the Property**

A portion of the following described real property situated in Klamath County, Oregon, limited to approximately 1200 acres in Township 29 South, Range 7 East, Section 12, Section 13, and Section 11 (E ½ NE¼, NE ¼ ), as provided in the Agreement:

Parcel 1 of Land Partition 44-05 situated in Township 29 South, Range 7 East, Township 29 South, Range 8 East, Township 29 South, Range 9 East, Township 30 South Range 7 East, Township 30 South Range 8 East, Township 30 South Range 9 East, Township 31 South Range 7 East, Township 31 South Range 8 East, Township 32 South, Range 7 East, Township 32 South, Range 8 East and Township 33 South Range 7 East of the Willamette Meridian, Klamath County, Oregon

APN: R-2907-00000-01100-000