

MEMORANDUM OF SOLAR ENERGY LEASE

THIS MEMORANDUM OF SOLAR ENERGY LEASE (this "**Memorandum**") is dated as of December 1, 2021 (the "**Effective Date**") by and between Shanda Asset Management LLC, a Delaware limited liability company (f/k/a Whitefish Cascade Forest Resource LLC (a/k/a Whitefish Cascade Forest Resource, LLC)) ("**Lessor**"), whose address is 56880 Venture Lane, Suite 203N, Sunriver, Oregon 97707, and Sugar Pine Solar Project, LLC, a Delaware limited liability company ("**Lessee**"), whose address is 16105 W. 113th Street, Suite 105, Lenexa, Kansas 66219, with reference to the following recitals:

A. Lessor owns that certain real property (including all air space thereof) described on Exhibit "A" attached hereto (the "**Property**"), which Property is located in the County of Klamath, in the State of Oregon.

B. Lessor and Lessee (together, the "**Parties**" and each a "**Party**") have entered into that certain unrecorded Solar Energy Lease dated of even date herewith (the "**Lease**"), which affects the Property.

C. The Parties have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and Lessee's rights thereunder. Capitalized terms used and not defined herein have the meaning given the same in the Lease.

NOW, THEREFORE, for and in consideration the promises, covenants and agreements of the Parties contained in the Lease and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Purpose of Lease.** Lessee shall have possession of the Property for the exclusive right for solar energy conversion, and the collection, transmission and/or storage of electric power, and for related and incidental purposes and activities (collectively, "**Solar Operations**"), and not for any other purpose, to be conducted at Lessee's sole cost and liability, in such locations on the Property as Lessee may determine, and whether accomplished by Lessee or a third party authorized by Lessee, including, without limitation:

1.1 Determining the feasibility of solar energy conversion and energy storage on the Property or on neighboring lands, including conducting studies of solar radiation, soils, and other meteorological and geotechnical data; provided that nothing in this Section 1.1 grants any right to Lessee on any property other than the Property;

1.2 Developing, constructing, reconstructing, erecting, enlarging, installing, improving, replacing, relocating and removing from time to time, and maintaining, using, monitoring and operating, existing, additional or new (i) individual units or arrays of solar energy collection cells/panels and related facilities necessary to harness sunlight for photovoltaic energy generation and/or energy storage and collection, including without limitation, existing and/or future technologies used or useful in connection with the generation of electricity from sunlight and/or storing the same, and associated support structure, braces, wiring, plumbing, and related equipment and/or necessary storage buildings ("**Solar Energy Facilities**"), (ii) facilities for the storage, collection, distribution, step-up, step-down, wheeling, transmission and sale of electricity and for communications in connection with the Solar Energy Facilities, including, without limitation, the following, at such locations as Lessee shall determine that are developed, constructed and/or operated on the Property and/or on property to be acquired by leasehold or by fee purchase, by or on behalf of Lessee: underground and/or overhead distribution, collection and transmission lines; underground and/or overhead control, communications and radio relay systems and telecommunications equipment; energy storage facilities; interconnection and/or switching facilities, substations, circuit breakers, transformers; cables, wires, fiber, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, and any related or associated improvements, fixtures, facilities, appliances, machinery and equipment (collectively, the "**Transmission Facilities**"), (iii) meteorological masts and solar energy measurement equipment, (iv) control buildings, control boxes and computer monitoring hardware, (v) utility lines and installations, (vi) safety protection facilities, (vii) laydown areas and maintenance yards, (viii) roads, bridges, culverts, and erosion control facilities, (ix) signs, fences, and gates, (x) maintenance operations and administration buildings, and (xi) other improvements, fixtures, facilities, machinery and equipment associated or connected with the generation, conversion, storage, switching, metering, step-up, step-down, transmission, distribution, conducting, wheeling, sale or other use or conveyance of electricity (all of the foregoing, including the Solar Energy Facilities and Transmission Facilities, collectively a "**Solar Energy System**");

1.3 Using any existing water well or, with the advance consent of Lessor, (which will not be unreasonably withheld), drilling, digging and excavating one or more wells on the Property for the purposes of servicing, operating and maintaining the Solar Energy System that is located on the Property, including the right to tap into (at Lessee's sole cost and expense under a separate meter) any municipal, township, county, or other public water service;

1.4 During the Extended Term, removing, trimming, pruning, topping, clearing or otherwise controlling the growth of any tree, shrub, plant or other vegetation by way of chemical, biological or other vegetative controls, including, without limiting the foregoing, use of livestock for grazing of certain vegetation, and the planting of grasses and/or other low-growth vegetation to minimize and control weed growth and promote soil stability and erosion control; with advance notice to Lessor, dismantling, demolishing, and removing any improvement, structure, embankment, impediment, berm, wall, fence, engineering works, or other object, on or that intrudes (or upon maturity could intrude) into the Property

that could obstruct, interfere with or impair the Solar Energy System or the use of the Property intended by Lessee hereunder, provided, however, that the overall drainage off the property remains materially unaffected if any portion of the Property is utilized for agricultural purposes. Upon Lessee's written request, Lessor shall provide to Lessee any maps or other details that depict the then-existing drainage systems, including drain tiles, on the Property in Lessor's possession or control. Lessee's removal of any improvements or structures having salvage value (as reasonably determined by Lessee and Lessor) shall be coordinated with Lessor, and if so elected by Lessor within ten (10) days after notice from Lessee that any such improvement or structure must be removed, Lessor shall have a fifteen (15) day period to remove any such improvement at Lessor's expense. In the event Lessor fails to respond in writing to Lessee in such ten (10) day period, or Lessor elects not to remove or fails to remove any such improvements or structures within such fifteen (15) day period, Lessee may remove and dispose of such improvements or structures at Lessee's expense, and Lessee shall have no liability to Lessor relating to the removal and disposal thereof;

1.5 A non-exclusive, non-perpetual easement for vehicular and pedestrian access, ingress and egress to, from and over the Property utilizing existing roads on the Property for purposes related to or associated with the Solar Energy System installed or to be installed on the Property or adjacent property, which, without limiting the generality of the foregoing, shall entitle Lessee to use, improve and widen any existing and future roads and access routes or construct such roads as Lessee may determine necessary from time to time located on the Property; provided, however, Lessee may not use, or improve any existing roads on Lessor's property adjacent to the Property without the advance written consent of Lessor;

1.6 Undertaking any other lawful activities, whether accomplished by Lessee or a third party authorized by Lessee, that Lessee determines are necessary, helpful, appropriate, convenient or cost-effective in connection with, incidental to or to accomplish any of the foregoing purposes, including conducting surveys and soils, environmental, biological, cultural and other tests and studies; and

1.7 Developing the Property (which includes, for the avoidance of doubt, all of the foregoing activities described in this Section 1) as an energy storage facility, whether as part of, and associated with, the Solar Energy System, or as a stand-alone energy storage facility, in Lessee's sole discretion.

2. Among other things, this Lease includes the exclusive right and easement on, over and across the Property for the free and unobstructed flow of sunlight resources, together with the exclusive right to (i) develop, use, convert, store, maintain and capture such sunlight, (ii) convert and store solar energy into electrical energy and (iii) derive and keep all credits and income therefrom (subject to the payment of Rent to Lessor, as set forth below).

3. The Lease shall initially be for a term of seven (7) years commencing on the Effective Date and ending on December 1, 2028. Lessee shall have the right and option to extend the term of the Lease for one additional period of thirty (30) years, upon the terms set forth in the Lease. Additionally, Lessee shall have the right to renew the Extended Term for two (2) additional five (5) year periods.

4. Any Solar Energy System constructed on the Property shall at all times remain the property of Lessee and shall not be deemed to be fixtures and Lessor shall have no ownership,

lien, security or other interest (including any lien that might otherwise be implied by law) in any Solar Energy System installed on the Property, or in any profits or income derived therefrom.

5. Neither Lessor nor any of its tenants, licensees, contractors, invitees, agents, assigns or anyone else obtaining rights from Lessor shall, currently or prospectively, materially interfere with, impair, delay or materially increase the cost of any of Lessee's Solar Operations or the undertaking of any other activities or the free enjoyment or exercise of any other rights or benefits given to or permitted Lessee hereunder. Without limiting the generality of the foregoing, neither Lessor nor anyone obtaining rights from or acting with the permission of Lessor shall (a) materially interfere with or impair the free, unobstructed and natural availability of sunlight over or across the Property (whether by planting trees, constructing structures, or otherwise), or the lateral or subjacent support for the Solar Energy System or (b) engage in any other activity on the Property or adjacent or nearby property of Lessor that is likely to cause a material decrease in the output, efficiency or longevity of the Solar Energy System.

6. The Lease is for the additional purposes, is of the nature, and is subject to the requirements and limitations, set forth therein. The Lease also contains various other covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, termination of the Lease, quiet enjoyment, restoration of the Property, assignment and lender protections.

7. The Lease contains a description of the real property to which the Lease is appurtenant. The Lease contains a description of the vertical and horizontal angles, expressed in degrees, at which the solar easement extends over the Property. All of the terms and conditions under which the Lease is granted or may be terminated are included within the Lease.

8. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

9. The Property shall be held, conveyed, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth in the Lease and herein, which shall run with the Property and each portion thereof and interest therein as equitable servitudes, and shall be binding upon and inure to the benefit of the Parties and each sublessee and any other person and entity having any interest therein during their ownership thereof, and their respective sublessees, grantees, heirs, executors, administrators, successors and assigns, and all persons claiming under them.

10. This Memorandum may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument.

[REST OF PAGE LEFT BLANK; SIGNATURES ON SEPARATE SHEETS]

IN WITNESS WHEREOF, the Parties have executed and delivered this Memorandum as of the Effective Date.

LESSEE:

SUGAR PINE SOLAR PROJECT, LLC,
a Delaware limited liability company

By: Brian Doherty

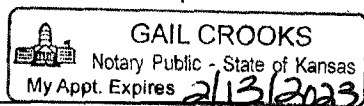
Brian Doherty
Authorized Representative

STATE OF Kansas)
) ss.
COUNTY OF Johnson)

Be it remembered that on this 2nd day of November, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Brian Doherty, to me personally known, who being by me duly sworn did say that he is the Authorized Representative of Sugar Pine Solar Project, LLC, a Delaware limited liability company, and that the within instrument was signed and delivered on behalf of said Sugar Pine Solar Project, LLC by authority thereof, and acknowledged said instrument to be the free act and deed of said limited liability company for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

My Commission Expires:



[SEAL]

Gail Crooks
Notary Public in and for said County and State

Print Name: Gail Crooks

LESSOR:

SHANDA ASSET MANAGEMENT LLC,
a Delaware limited liability company

By: _____

Chrissy Qian Qian Luo

Title: _____

member

ACKNOWLEDGMENT

State of California)

County of San Mateo

On Nov 27th, 2021 before me, the Notary Public, Lirong J. Chang
(insert name and title of the officer)

Personally appeared Chrissy Qian Qian Luo, 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 she executed the same in her authorized
capacity, and that by her signature on the instrument the person, or the entity upon behalf of which
the person acted, executed the instrument.

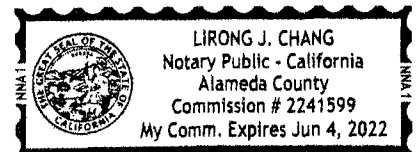
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Lirong J. Chang

(Seal)



LESSOR:

SHANDA ASSET MANAGEMENT LLC,
a Delaware limited liability company

By: 
Tianqiao Chen

Title: member

ACKNOWLEDGMENT

State of California)
County of San Mateo

On Nov 27th 2021 before me, the Notary Public, Lirong J. Chang
(insert name and title of the officer)

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,
and that by his signature on the instrument the person, or 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  (Seal)

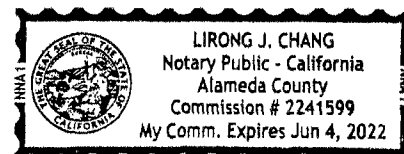


EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF KLAMATH, STATE OF OREGON:

Tract 1:

A portion of the following described real property limited to approximately 3,297 acres of land in Township 30 South Range 7 East (Sections 23, 24, 25, 26, 27, 34, 35, 36) out of that certain portion of the parent tract, which includes:

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.

WHEN RECORDED RETURN TO:

*Sugar Pine Solar Project, LLC
16105 W. 113th Street, Suite 105
Lenexa, Kansas 66219*