

Fee: \$107.00

1. Capitalized terms used herein, and not otherwise defined, shall have the same meanings assigned to them in the Lease. All of the terms and conditions of the Lease, as amended, are incorporated herein by this reference.
2. The Original Memorandum is hereby amended and restated in its entirety by this Memorandum.

3. The Term of the Lease began on October 11, 2021 and continues for a period of two hundred and forty (240) months from the Commercial Operation Date, with the option at Tenant's discretion to extend the term by up to four (4) additional successive periods of five (5) years each.
4. Pursuant to the Lease, Landlord leases to Tenant a portion of that certain property in Klamath County, Oregon more particularly described in Exhibit A hereto (the "Property"), said leased premises (the "Premises") being more particularly described in Exhibit B attached hereto and incorporated herein.
5. Pursuant to the Lease, Landlord grants to Tenant an exclusive easement to use, convert, maintain and capture the free and unobstructed flow of solar energy resources over and across the Property.
6. The solar photovoltaic generation facility, all related equipment and all other improvements installed, owned and operated by Tenant, its affiliates or equipment lessors, and located from time to time on the Property or the Premises is referred to herein as the "Tenant's Property."
7. The Tenant's Property shall not be deemed to be permanent fixtures. Tenant's Property shall be deemed to be Tenant's personal property and Landlord shall have no right, title or interest in Tenant's Property. Landlord has waived any and all rights it may have to place a lien on Tenant's Property.
8. Pursuant to the terms of the Lease, Tenant is permitted to mortgage its interest in the Lease and/or collaterally assign Tenant's interest in the Lease to one or more Finance Parties without Landlord's prior consent.
9. Nothing contained herein shall modify the Lease, as amended, and in the event of a conflict between the provisions of the Lease and the provisions of this Memorandum, the provisions of the Lease shall control.

[SEPARATE SIGNATURE PAGES ATTACHED]

[Signature Page to Amended and Restated Memorandum of Ground Lease]

IN WITNESS WHEREOF, the undersigned have executed this Memorandum by authority duly given and effective as of the date first written above:

LANDLORD:

Witty Midnight Salamander, LLC

By: [Signature]
Name: John Hunter Strader
Title: Authorized Person

STATE OF Oregon

COUNTY OF Multnomah

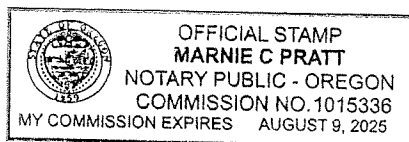
I certify that John Hunter Strader personally appeared before me this day, acknowledging to me that they signed the foregoing instrument: Memorandum
WITNESS my hand and official stamp or seal, this 23 day of August, 2022

Notary Public: [Signature]

Printed Name: Marnie Pratt

My commission expires: August 9, 2025

[AFFIX NOTARIAL STAMP OR SEAL]



[Signature Page to Amended and Restated Memorandum of Ground Lease]

IN WITNESS WHEREOF, the undersigned have executed this Memorandum by authority duly given and effective as of the date first written above:

TENANT:

Sunset Ridge Solar, LLC

By: [Signature]

Name: Ryan A. Monroe

Title: Authorized Signatory

STATE OF New Jersey

COUNTY OF Monroe

I certify that Ryan A. Monroe personally appeared before me this day, acknowledging to me that they signed the foregoing instrument: Memorandum of Ground Lease Amendment
WITNESS my hand and official stamp or seal, this 2nd day of Nov, 2022

Notary Public: [Signature]
Attorney at Law State of New Jersey
Printed Name: Susan Inverso (Permed)

My commission expires:

[AFFIX NOTARIAL STAMP OR SEAL]

EXHIBIT A

PROPERTY DESCRIPTION

That portion of the SW 1/4 of the NW 1/4 of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, (being a part of Government Lots 1 and 5), lying East of the New Dalles-California Highway, in the County of Klamath, State of Oregon, more particularly described as follows: Beginning at the iron pin which marks the Southeast corner of the SW 1/4 of the NW 1/4 of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, and running thence; North along the 40 line a distance of 1320 feet to the Northeast corner of the SW 1/4 of the NW 1/4 of said Section 7; thence North 89°59' West along the 40 line a distance of 709.8 feet to a point on the Easterly right of way line of the new Dalles-California Highway; thence South 11°36' West along the Easterly right of way line of the New Dalles-California Highway to an iron pin which marks its intersection with the East-West quarter line of said Section 7; thence South 89°49' East along the East-West quarter line a distance of 438.6 feet more or less, to the point of beginning.

EXHIBIT B

LEASED PREMISES DESCRIPTION

LAND LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, NORTH 0°06'13" WEST 433.93 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EASTERLY BOUNDARY, NORTH 0°06'13" WEST 886.05 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7;

THENCE ALONG THE NORTHERLY BOUNDARY OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, SOUTH 89°54'47" WEST 604.53 FEET;

THENCE LEAVING SAID NORTHERLY BOUNDARY, SOUTH 6°11'28" EAST 293.02 FEET;

THENCE SOUTH 89°53'47" WEST 76.45 FEET TO THE EASTERLY RIGHT OF WAY OF THE DALLES-CALIFORNIA HIGHWAY (U.S. 97);

THENCE ALONG SAID RIGHT OF WAY, SOUTH 11°43'00" EAST 605.69 FEET;

THENCE LEAVING SAID RIGHT OF WAY, SOUTH 89°55'39" EAST 527.98 FEET TO THE POINT OF BEGINNING.

CONTAINS 485,958 SQUARE FEET OR 11.97 ACRES, MORE OR LESS.