

After Recording Return To:  
Kirkland & Ellis LLP  
601 Lexington Ave.  
New York, New York 10022  
Attn: Victoria Shusterman, Esq.

620057398

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**MEMORANDUM OF LEASE**

**Grantor(s):**

1. **1770 Port Drive LLC, a Washington limited liability company**

☐ Additional names on page \_\_\_\_ of document

**Grantee(s):**

1. **Silfab Solar WA Inc., a Delaware corporation**

☐ Additional names on page \_\_\_\_ of document

**Abbreviated Legal Description** (lot, block and plat name, or section-township-range):

Lot 20, Hopper Road Business Park, 2

☒ Additional legal description is on page 6 of document

**Assessor's Property Tax Parcel Account Number(s):**

P116593 / 8025-000-020-0000

**Reference Numbers of Documents Assigned or Released (if applicable):**

☐ Additional reference numbers on page \_\_\_\_ of document

**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE (this "Memorandum") is made as of November 18, 2024, by and between 1770 PORT DRIVE LLC, a Washington limited liability company ("Landlord"), and SILFAB SOLAR WA INC., a Delaware corporation ("Tenant").

**WITNESSETH:**

**WHEREAS**, Landlord is the owner of certain real property located in Burlington, Washington, which is real property is more fully described on Exhibit A attached hereto and made a part hereof (the "Property"); and

**WHEREAS**, Alaska Electrical Pension Fund Real Estate Title Holding Corporation, an Alaska corporation ("Original Landlord"), and Tenant entered into that certain Lease dated as of February 28, 2021, as amended by that certain First Amendment to Lease dated July 21, 2021 and by that certain Second Amendment to Lease dated October 31, 2024 (as amended, the "Lease"), for the lease of 200,145 rentable square feet in the Building located at 1770 Port Drive, Burlington, WA 98233 (collectively, the "Demised Premises"), on terms more fully set forth therein;

**WHEREAS**, Original Landlord assigned all of its right, title, and interest in and to the Lease to Landlord in connection with the sale of the Demised Premises (along with other real property) by Original Landlord to Landlord as evidenced by that certain Statutory Warranty Deed dated September 23, 2021 and recorded on September 30, 2021 under Auditor's File No. 2021093000135, records of Skagit County, Washington;

**WHEREAS**, Landlord accepted the assignment of the Lease and assumed and agreed to perform the landlord's obligations thereunder pursuant to that certain Assignment of Lease between Original Landlord and Landlord dated September 23, 2021;

**WHEREAS**, the parties hereto desire to execute and record a memorandum of the Lease.

**NOW, THEREFORE**, the parties hereto, intending to be legally bound hereby, hereby agree that Landlord has leased and does hereby lease the Demised Premises to Tenant, and Tenant has leased and does hereby lease the Demised Premises from Landlord, pursuant to and in accordance with the Lease and the parties do hereby provide public notice of certain terms of the Lease, as follows:

1. Tenant. The name of Tenant is SILFAB SOLAR WA INC.
2. Landlord. The name of Landlord is 1770 PORT DRIVE LLC, a Washington limited liability company (as successor in interest to Alaska Electrical Pension Fund Real Estate Title Holding Corporation, an Alaska corporation).
3. Addresses. Tenant's address is c/o Silfab Solar Inc., 240 Courtneypark Drive East, Mississauga, Ontario, L5T 2S5, Canada, Attn. Legal Department.

Landlord's address is 4932 NE 97<sup>th</sup> Street, Seattle, WA 98115, Attn: Ned Backus

4. Date of Lease. The Lease is dated effective as of February 28, 2021 (the "Effective Date").

5. **Demised Premises.** The property that is the subject of the Lease is more fully described on Exhibit A attached hereto and made a part hereof.
6. **Term.** The term of the Lease shall be for a maximum of sixty-three (63) months, commencing on February 28, 2021, subject to prior termination provisions which are set forth in the Lease and subject to Tenant's option to extend the term of the Lease for two (2) periods of five (5) years each.
7. **Termination of Memorandum of Lease.** Tenant grants to Landlord an irrevocable power of attorney to sign and record a termination and release of this Memorandum of Lease in the event that Tenant shall fail to cause the same to be recorded upon the expiration or earlier termination of the Lease, at Tenant's sole cost and expense, within ten (10) business days of Landlord's written request to Tenant.
8. **Incorporation by Reference; Conflicts.** All provisions of the Lease are hereby incorporated by reference. This Memorandum is not intended to modify or supplement the provisions of the Lease. To the extent that any of the terms herein conflict with the terms of the Lease, the terms of the Lease shall control.
9. **Miscellaneous.** This Memorandum is entered into to place all parties on notice of the rights and interests of the Landlord and Tenant created pursuant to the Lease, as amended from time to time. This Memorandum may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Landlord has caused this Memorandum to be executed on the date set forth below to be effective as of the date first set forth above.

**LANDLORD:**

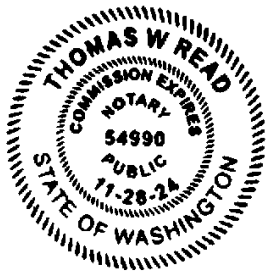
**1770 PORT DRIVE LLC,**  
a Washington limited liability company  
By Marathon Properties, Inc., sole Member

By: Edward Backus  
Edward Backus, President

STATE OF Washington )  
 ) ss.  
COUNTY OF King )

I certify that I know or have satisfactory evidence that Edward Backus is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the President of Marathon Properties, Inc., a Washington corporation, the sole Member of 1770 Port Drive LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 15<sup>th</sup> day of November, 2024.



Thomas W. Read  
PRINT NAME Thomas W. Read  
NOTARY PUBLIC for the State of Washington  
My appointment expires: Nov. 28, 2024

IN WITNESS WHEREOF, the Tenant has caused this Memorandum to be executed on the date set forth below to be effective as of the date first set forth above.

*[Signature page to Memorandum of Lease - WA]*

IN WITNESS WHEREOF, the Tenant has caused this Memorandum to be executed on the date set forth below to be effective as of the date first set forth above.

**TENANT:**

**SILFAB SOLAR WA INC.,**  
a Delaware corporation

By: 

Name: Trevor Carson

Title: Chief Financial Officer

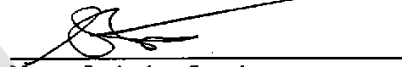
*[Signature page to Memorandum of Lease - WA]*

## Notarial Certificate

CANADA )  
PROVINCE OF ALBERTA )  
TO WIT: )

I, Saajenjeet Seetal, a Notary Public in and for the Province of Alberta, by royal authority duly appointed, residing at the City of Calgary, in the said Province, DO CERTIFY that the I was personally present the 5<sup>th</sup> day of November, 2024 at Calgary Alberta, Canada and saw Trevor Carson, Chief Financial Officer, of Silfab Solar WA Inc., duly execute and sign the attached Memorandum of Lease, an act whereof being requested, I have granted under my notarial form and seal of office, to serve and avail as occasion shall or may require.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal of office at the City of Calgary, in the Province of Alberta this 5<sup>th</sup> day of November, 2024.



Name: Saajenjeet Seetal  
Member of the Law Society of Alberta  
A Notary Public in and for the Province of Alberta

Saajenjeet Singh Seetal  
Barrister and Solicitor

*[Signature page to Memorandum of Lease - WA]*

# APOSTILLE

(Convention de la Haye du 5 octobre 1961)

1. Country | Pays : **CANADA**

This public document | Le présent acte public

2. has been signed by | a été signé par : **SAAJENJEET SINGH SEETAL**

3. acting in the capacity of | agissant en qualité de : **NOTARY PUBLIC**

4. bears the seal / stamp of | est revêtu du sceau / timbre de : **SAAJENJEET SINGH SEETAL**

Certified | Attesté

5. at | à : **Edmonton, Canada**

6. the | le : **20TH day of NOVEMBER, 2024**

7. by | par : **Deputy Provincial Secretary's Office, Government of Alberta**

8. N° | sous n° : **AB-24-028321-004546-M**

9. Seal / stamp | Sceau / timbre :

10. Signature | Signature :

  
**Mary E. Clark, Registrar**

Comments | Commentaires :



This Apostille only certifies the signature, the capacity of the signer, and, where appropriate, the seal or stamp it bears. It does not certify the content of the document for which it was issued.

This Apostille is not valid for use anywhere within Canada.

If this document is to be used in a country which is not party to the Hague Convention of 5 October 1961, it may need to be legalized by a consular office of the country of destination.

To verify the issuance of this Apostille, see:  
<https://apostille.canada.ca/en/eregister-eregistre>

Cette Apostille atteste uniquement la véracité de la signature, la qualité en laquelle le signataire de l'acte a agi et, le cas échéant, l'identité du sceau ou timbre dont cet acte est revêtu. Elle ne certifie pas le contenu de l'acte pour lequel elle a été émise.  
L'utilisation de cette Apostille n'est pas valable au Canada.

Si cet acte est destiné à un pays non partie à la Convention de La Haye du 5 octobre 1961, il pourrait nécessiter une légalisation par un consulat du pays de destination.

Cette Apostille peut être vérifiée à l'adresse suivante :  
<https://apostille.canada.ca/fr/eregister-eregistre>

**Alberta** Justice

**Canada**

**EXHIBIT A**

**Legal Description**

**Parcel A:**

Lot 20, HOPPER ROAD BUSINESS PARK SECOND REVISED BINDING SITE PLAN, as recorded June 28, 2005, under Auditor's File No. 200506280192, records of Skagit County, Washington;

Situate in Skagit County, Washington.

**Parcel A1:**

An easement for ingress, egress and utilities across the northerly portion of Lot 21 as delineated on the face of HOPPER ROAD BUSINESS PARK REVISED BINDING SITE PLAN, as recorded January 30, 2003, under Auditor's File No. 200301300162, records of Skagit County, Washington.

Situate in Skagit County, Washington.