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Klamath County, Oregon

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wpd wind projects Inc.
205 SE Spokane Street, Suite 300
Portland, OR 97202
Attention: Jeffrey Wagner

Space above this line is for Recorder's use.

AMENDMENT TO MEMORANDUM OF WIND ENERGY LEASE

Grantor (Landlord): **GREEN DIAMOND RESOURCE COMPANY A
WASHINGTON CORPORATION**

Grantee (Tenant): **BRYANT MOUNTAIN MW LLC**

Abbreviated Legal Description (lot,
block, and plat name or section,
township range): **TOWNSHIP 40 SOUTH, RANGE 12 EAST, W.M.,
KLAMATH COUNTY, OREGON**

SECTIONS 10, 11, 13, 14, 15, 22, 23

**TOWNSHIP 40 SOUTH, RANGE 13 EAST, W.M.,
KLAMATH COUNTY, OREGON**

**SECTIONS 16, 17, 18, 19, 20, 21, 23, 26, 27, 28, 29, 30, 32,
33, 34, 35**

**Additional Legal Description is on Exhibit A of
document.**

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

R-4013-00000-07700-000	R-4013-00000-04500-000	R-4013-00000-09400-000
R-4013-00000-07800-000	R-4013-00000-04800-000	R-4013-00000-09500-000
R-4013-00000-07900-000	R-4013-03000-00100-000	R-4013-00000-09600-000
R-4013-00000-08000-000	R-4013-00000-04900-000	R-4013-00000-09700-000
R-4013-00000-08100-000	R-4012-02200-00800-000	R-4013-00000-09900-000
R-4013-00000-08600-000	R-4013-00000-05000-000	R-4013-00000-10100-000
R-4013-00000-08800-000	R-4013-00000-09000-000	R-4013-02600-00500-000
R-4012-00000-03400-000	R-4012-00000-03300-000	R-4013-02600-00600-000
R-4012-00000-03500-000	R-4013-00000-03800-000	R-4013-02600-00700-000
R-4012-00000-03700-000	R-4013-00000-05200-000	R-4012-02200-00100-000
R-4013-00000-04000-000	R-4013-00000-09100-000	R-4012-02200-00400-000
R-4013-00000-04100-000	R-4013-00000-03500-000	R-4012-02200-00500-000
R-4013-00000-04300-000	R-4013-00000-07600-000	R-4013-00000-06600-000
R-4013-00000-04400-000	R-4013-00000-09100-000	R-4013-00000-07500-000
R-4012-00000-04200-000	R-4012-00000-05500-000	R-4012-00000-05600-000
R-4012-00000-05400-000		

AMENDMENT TO MEMORANDUM OF WIND ENERGY LEASE

This Amendment to Memorandum of Wind Energy Lease (this "Amendment to Memorandum") is made and entered into on this 21st day of April, 2020 (the "Effective Date"), by and among GREEN DIAMOND RESOURCE COMPANY, a Washington Corporation, whose address is 1301 Fifth Avenue, Suite 2700 Seattle, WA 98101 (collectively "Landlord") and BRYANT MOUNTAIN MW LLC, a Delaware limited liability company ("Tenant"), whose address is 205 SE Spokane Street, Suite 300, Portland, Oregon 97202. Each of Landlord and Tenant is sometimes referred to as a "Party" and collectively as the "Parties."

WHEREAS:

A. On August 2, 2019, the Parties entered into that certain Wind Energy Lease (the "Agreement"), a Memorandum of which (the "Original Memorandum") was recorded August 16, 2019 as Instrument No. 2019-009399 in the office of the Klamath County, Recorder's office, which Agreement concerned a portion of the real estate legally described in Exhibit "A" attached hereto, consisting of approximately 5,838.25 acres (the "Original Property").

B. On April 21, 2020, the Parties entered into that certain First Amendment to Wind Energy Lease (the "Amendment"), whereby the Agreement was amended to include all of the real estate legally described on Exhibit "A" attached hereto, consisting of approximately 8,325.68 acres (the "Property").

C. The Landlord and Tenant enter into this Amendment to Memorandum in order to amend the Original Memorandum so that third parties have notice of the Amendment.

NOW THEREFORE, in consideration of the payments and the covenants provided in the Agreement to be paid and performed by the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Amendment of Exhibit A.** From and after the Effective Date, the original Exhibit A of the aforesaid Memorandum is deleted in its entirety and is hereby substituted with the legal description attached hereto as Exhibit A.
2. **Additional Property.** From and after the Effective Date, the following paragraph of the aforesaid Memorandum is hereby amended and shall read as follows:
 5. **Premises.** Approximately 8,325.68 acres of land, more or less, as more fully described in "Exhibit A" (the "Premises") attached hereto and incorporated herein. It is possible that the boundaries of fields, private roads or as-built fence lines on the Premises may not precisely match the boundaries of the Premises, and that these boundaries could create one or more encroachments onto adjacent property which could potentially entitle Landlord to claim the additional property within the boundary lines by adverse possession, thereby affecting the rights of the Landlord, Tenant and the neighboring land owners. Consequently, in the

event any such boundary encroachment exists with respect to the Premises, the boundary of the Premises described in the Lease is now and shall always be recognized as that which is subject to the terms and conditions set forth therein, as it pertains to the Project, and for no other purpose. Landlord agrees on behalf of itself, its heirs, successors or assigns that if Landlord were to acquire any property adjacent to the Premises via an adverse possession claim based on physically existing boundary lines, Landlord waives: (a) any claim that any additional compensation is due to Landlord for improvements placed on the acquired property as part of the Project; and (b) any claim that the acquired property is not subject to any Lease or other instruments for the Project executed by the record owner of the acquired property as of the Effective Date of the Lease; provided that the waiver is limited in scope and relates only to the terms and conditions in the Lease, and not for any other purpose.

3. **Interpretation.** This Amendment to Memorandum is not intended and may not be construed to modify or alter in any way the terms and conditions of the Lease, as amended by the Amendment. In the event of a conflict or inconsistency between the provisions of this Memorandum and the terms and conditions of the Lease, as amended, the Lease, as amended, shall control.

4. **Binding Effect.** All provisions contained in this Amendment to Memorandum shall be binding upon, inure to the benefit of, and be enforceable by, Landlord and Tenant and their respective successors and assigns.

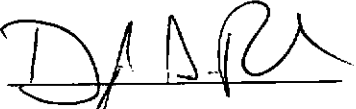
[SIGNATURE PAGE FOLLOWS]

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

LANDLORD:

GREEN DIAMOND RESOURCE COMPANY, a
Washington Corporation.

by:

A handwritten signature in black ink, appearing to read 'D. S. Reed', written over a horizontal line.

Name: Douglas S. Reed

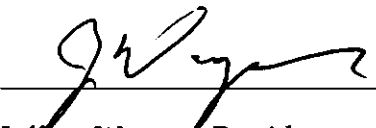
Title: President

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

TENANT:

BRYANT MOUNTAIN MW LLC, a Delaware Limited Liability Company.

By: wpd Wind Projects Inc., a Delaware Limited Liability Company, Managing Member

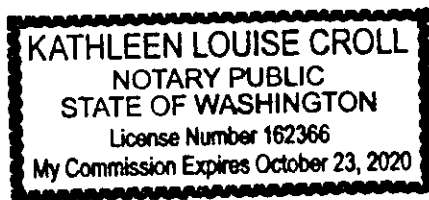
By: _____
Jeffrey Wagner, President

LANDLORD ACKNOWLEDGEMENT

STATE OF WASHINGTON)
COUNTY OF King) ss.

On May 27, 2020, before me personally appeared DOUGLAS S. REED, to me known to be the President of GREEN DIAMOND RESOURCE COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that DOUGLAS S. REED was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Signature: Kathleen Louise Croll

Name (Print): Kathleen Louise Croll

NOTARY PUBLIC in and for the State of
Washington, residing at Phurdlake Terrace, WA
My appointment expires: 10-23-2020

TENANT ACKNOWLEDGEMENT

STATE OF OREGON)
COUNTY OF MULTNOMAH) ss.

On this 21st day of April, 2020, before me, a Notary Public in and for the State of Oregon, personally appeared Jeffrey Wagner, the President of wpd wind projects Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He was authorized to execute the instrument, and acknowledged it to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of OR,
residing at Portland OR

My appointment expires 12/19/22

Print Name Edward Trusev

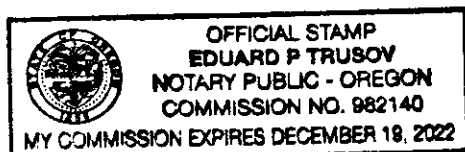


EXHIBIT "A"
Legal Description of Property

TOWNSHIP 40 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN

Section 10: E1/2 SE1/4; S1/2 NE1/2

Section 11: SW1/4; SE1/4 NW1/4 (Lot 6); S1/2 SE1/4 (Lots 11 and 12); and NE1/4 SE1/4 (Lot 9)

Section 13: Government Lots 2, 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 (being the SE1/4, N1/2 SW1/4, SE1/4 SW1/4, SW1/4 NW1/4, S1/2 NE1/4, NW1/4 NW1/4, and NW1/4 NE1/4)

Section 14: NE1/4; NE1/4 SE1/4; N1/2 NW1/4

Section 15 : SW1/4 NE1/4; SE1/4

Section 22: SE1/4 SW1/4; SW1/4 SE1/4; N1/2 NE1/4, NE1/4 SW1/4, SE1/4 NE1/4, N1/2 SE1/4

Section 23: NW1/4, NW1/4 SW1/4

TOWNSHIP 40 SOUTH, RANGE 13, EAST OF THE WILLAMETTE MERIDIAN

Section 16: W1/2 SW1/4; SW1/4 NW1/4

Section 17: NE1/4; NE1/4 NW1/4; S1/2 S1/2

Section 18: S1/2

Section 19: N1/2 NE1/4, NE1/4 NW1/4, SW1/4 NE1/4, SE1/4, SE1/4 SW1/4

Section 20: N1/2 N1/2, S1/2 NE1/4, SE1/4 NW1/4, SE1/4, SE1/4 SW1/4, W1/2 SW1/4

Section 21: SW1/4; SW1/4 SE1/4

Section 23: W1/2 NW1/4 SW1/4; W1/2 E1/2 NW1/4 SW1/4; W1/2 SW1/4 SW1/4;
W1/2 E1/2 SW1/4 SW1/4

Section 26: S1/2 SW1/4, W1/2 NW1/4

EXCEPT that portion in Deed Volume 98 at page 369, Deed Records of Klamath County, Oregon, as follows:

Beginning at a point 1020 feet East of the corner common to Sections 22, 23, 26 and 27, Township 40 South, Range 13 East of the Willamette Meridian; thence Southerly and Easterly 1500 feet, more or less to a point where said course intersects the East line of the SW1/4 NW1/4,

Section 26, thence North along said subdivision line to the Northeast corner of the NW1/4 NW1/4 of said Section 26, thence West 300 feet to the place of beginning.

Section 27: All

Section 28: All

Section 29: All

Section 30: N1/2 NE1/4, NE1/4 NW1/4, SW1/4 NE1/4, E1/2 SE1/4, NW1/4 SE1/4

Section 32: N1/2 N1/2, SE1/4 NW1/4, S1/2 NE1/4, NE1/4 SE1/4

Section 33: N1/2, SE1/4, N1/2 SW1/4 and beginning at a point on the Northwest corner of SE 1/4 SW1/4, thence Easterly along the along the North boundary of the SE1/4 SW1/4 to the Northeast corner of SE1/4 SW1/4; thence Southerly to the Southeast corner of SE1/4 SW1/4; thence diagonally Northwesterly to the point of beginning.

Section 34: All

Section 35: W1/2, W1/2 SE1/4, SE1/4 NE1/4

EXCEPT that portion lying East of the West boundary of the Langell Valley Irrigation District West Canal.