

**PREPARED BY AND  
WHEN RECORDED RETURN TO:**

Klamath Falls Energy Center, LLC  
c/o Savion, LLC  
422 Admiral Boulevard  
Kansas City, Missouri 64106  
Attn: Aaron Lipscomb

**MEMORANDUM OF OPTION AND SOLAR ENERGY LEASE**

THIS MEMORANDUM OF OPTION AND SOLAR ENERGY LEASE (this "**Memorandum**") is dated effective as of the date of execution hereby by the final party to sign this Memorandum (the "**Effective Date**") by and between GREEN DIAMOND RESOURCE COMPANY, a Washington corporation ("**Lessor**"), whose address is 1301 5th Avenue, Suite 2700, Seattle, WA 98101, Attn: Legal Department, and Klamath Falls Energy Center, LLC, a Delaware limited liability company ("**Lessee**"), whose address is 422 Admiral Boulevard, Kansas City, Missouri 64106, 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 Option and 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; Permitted Activities.** The purpose of the Lease is exclusively for solar energy generation, transmission and storage, and in connection therewith Lessee shall have rights of access, and to conduct solar energy conversion and energy storage, the collection and transmission of electric power, and for related and incidental purposes and activities (collectively, "**Solar Operations**"), to be conducted 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 During the Development Term, the non-exclusive right to access the Property for purposes of performing due diligence to determine the feasibility of Solar Operations on the Property, including conducting studies of solar radiation, soils, environmental assessments, and compiling meteorological and geotechnical data that may require installing temporary meteorological masts and solar energy measurement equipment; except that Lessee shall not conduct any drilling, boring, or other invasive or destructive testing of any kind without the prior written consent of Lessor, not to be unreasonably withheld, conditioned, or delayed. Lessee shall provide to Lessor, at no cost to Lessor, a complete copy of all tests and studies conducted on the Property;

1.2 During the Extended Term, exclusive possession of the Property for 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 for photovoltaic energy generation, storage, and collection, including without limitation, existing and/or future technologies used or useful in connection with the generation of electricity from sunlight and storing the same, and associated support structures, braces, wiring, plumbing, and related equipment, and necessary storage buildings (collectively, "**Solar Energy Facilities**"), *provided, however,* that the installation and operation by Lessee of any solar energy generation equipment or facilities that is materially different in design or function from the Solar Energy Facilities described above, shall be subject to Lessor's prior written consent, which consent may be withheld or conditioned in Lessor's reasonable discretion, (ii) facilities for the storage (including battery 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, 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, each subject to Lessor's review and comment on Lessee's proposed site plan as set out in the Lease, (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, transportation, 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 Throughout the term of the Lease, Lessor shall cooperate with Lessee to obtain, to the extent allowed under applicable law and permits, water in such quantities as may be needed and available for Lessee's construction and dust suppression purposes and for operational purposes during the Extended Term. Lessor shall cooperate with Lessee's study of the availability of water on or to the Property and shall cooperate with Lessee in obtaining water rights or a contract for the delivery of water to the Property for use by Lessee in its Solar Operations. Nothing in this Section 1.3 shall be deemed to limit Lessor's rights to obtain, maintain, and use Lessor's water rights on the Property prior to the Extended Term, or any property owned by Lessor abutting or in the vicinity of the Property for the term of this Lease, so long as such exercise of Lessor's rights do not interfere with the Solar Operations;

1.4 Without limiting the generality of and subject in all respects to the terms of the Lease, during the Extended Term, removing, trimming, pruning, topping, clearing or otherwise controlling the growth of any tree, shrub, plant or other vegetation; dismantling, demolishing, and removing any improvement, single structure, or object of a permanent or intended long-term nature such as a house, barn, silo, shed, building, grain elevator, tower, derrick, oil well, center pivots, etc. (any of the foregoing, a "**Structure**"), embankment, impediment, berm, wall, fence, engineering works, or other object, on or that intrudes (or upon further growth or 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 so long as the overall drainage of the Property remain materially unaffected if any portion of the Property is utilized for agricultural purposes, including, without limitation, the growing, management and harvest of commercial tree species; and provided further that, Lessee's removal of an improvement or Structure having salvage value (as reasonably determined by Lessor) shall be coordinated with Lessor, and if so elected by Lessor in writing within ten (10) business days after written notice from Lessee that an improvement or Structure must be removed, Lessor shall have a thirty (30) calendar day period to remove such improvement or Structure at Lessor's expense. In the event Lessor fails to respond in writing to Lessee within such ten (10) business day period, or Lessor elects not to remove or fails to remove an improvement or Structure within such thirty (30) calendar day period, Lessee may remove and dispose of such improvement or Structure at Lessee's expense, and Lessee shall have no liability to Lessor relating to the removal and disposal thereof;

1.5 The leasehold granted by Lessor to Lessee in the Lease includes a non-exclusive right of vehicular and pedestrian access, ingress and egress to, from and over the Property, at such locations as Lessor and Lessee shall mutually determine prior to commencement of construction, solely for the benefit of Lessee's Solar Operations on the Property, which, without limiting the generality of the foregoing, shall entitle Lessee to use, improve and widen, at locations and to specifications reasonably satisfactory to Lessor, any existing and future roads and access routes, or construct such roads on the Property, to specifications reasonably satisfactory to Lessor, as Lessee may determine necessary from time to time;

1.6 Throughout the Extended Term, Lessee shall have an exclusive right to the free and unobstructed insolation of solar energy over the entirety of the horizontal space and the entirety of the vertical airspace over and across the Property;

1.7 During the Development Term, 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, except that Lessee shall not conduct any drilling, boring, or other invasive or destructive testing of any kind without the prior written consent of Lessor. Lessee shall provide to Lessor, at no cost to Lessor, a complete copy of all tests and studies conducted on the Property.

Notwithstanding the foregoing in this Section 1, during the Development Term, Lessee's rights with respect to the Property are limited to those rights necessary for Lessee to conduct feasibility and other due diligence analysis and studies with respect to the Property, including access to the Property for purposes thereof, and Lessee shall not be permitted to commence construction of any Solar Energy System on any portion of the Property (other than meteorological and solar and radiation measurement, monitoring and recording equipment and facilities) until such time, if any, as the Extended Term has commenced with respect to such portion of the Property.

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, maintain and capture such sunlight, (ii) convert 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 Nov. 17<sup>th</sup>, 2027. Lessee shall have the right and option to extend the term of the Lease for one additional period of thirty-two (32) 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 (ii) 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, interfere with, impair, delay or materially increase the cost of any of Lessee's Solar Operations (whether conducted on the Property or elsewhere), 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) 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 elsewhere that might cause a decrease in the output, efficiency or longevity of the Solar Energy System. Lessor agrees that, from and after the Effective Date, Lessor will not further sell, lease, or otherwise transfer, all or any portion of such

oil, gas, mineral or other subsurface interests appurtenant to the Property without the prior written consent of Lessee.

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 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.

8. 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.

9. In accordance with O.R.S. § 105.895 of the Oregon statutes, the Lease contains the following: a description of the real property, burdened and benefited, that is encumbered by the Lease and the solar access easement contained therein; and a description of the solar envelope sufficient to determine the space over the burdened property that must remain unobstructed.

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.

11. During the Development Term, Lessee shall have a one-time right and option to purchase a portion of the Property that may be conveyed as a separate legal lot (the "**Purchase Option**") for use by Lessee or a transmission service provider for a substation, permanent operations, or maintenance/administration building, including any energy storage facilities associated therewith (the "**Supporting Tract**"). Lessee shall exercise the Purchase Option by giving Lessor sixty (60) days advanced written notice of Lessee's intent to exercise the Purchase Option, at which time Lessee shall identify the portion of the Property that will constitute the Supporting Tract. The terms of purchase of the Supporting Tract shall be as set forth in the Lease.

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

IN WITNESS WHEREOF, Lessee has executed and delivered this Memorandum as of  
Nov. 17<sup>th</sup>, 2022

**LESSEE:**

KLAMATH FALLS ENERGY CENTER, LLC,  
a Delaware limited liability company

By: 

Name: Aaron Lipscomb

Title: Authorized Person

STATE OF Missouri )

) ss.

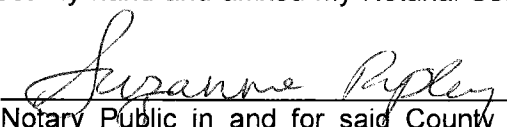
COUNTY OF Jackson )

Be it remembered that on this 17<sup>th</sup> day of November, 2022, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Aaron Lipscomb, to me personally known, who being by me duly sworn did say that he is an Authorized Person of Klamath Falls Energy Center, LLC, a Delaware limited liability company, and that the within instrument was signed and sealed on behalf of said Klamath Falls Energy Center, 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.

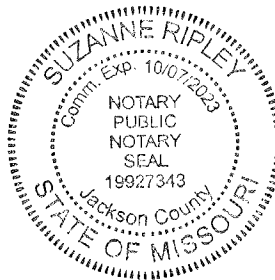
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

My Commission Expires:

10/07/2023  
[SEAL]

  
Notary Public in and for said County and State

Print Name: Suzanne Ripley



LESSEE:

KLAMATH FALLS ENERGY CENTER, LLC,  
a Delaware limited liability company

By: [Signature]

Name: Travis Narum

Title: Authorized Person

STATE OF Missouri )  
 ) ss.  
COUNTY OF Jackson )

Be it remembered that on this 17<sup>th</sup> day of November, 2022, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Travis Narum, to me personally known, who being by me duly sworn did say that he/she is Authorized Person of Klamath Falls Energy Center, LLC, a Delaware limited liability company, and that the within instrument was signed and sealed on behalf of said Klamath Falls Energy Center, 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:

10/07/2023  
[SEAL]

[Signature]  
Notary Public in and for said County and State

Print Name: Suzanne Ripley

IN WITNESS WHEREOF, Lessor has executed and delivered this Memorandum as of  
November 14, 2022.

LESSOR:

GREEN DIAMOND RESOURCE COMPANY,  
a Washington corporation

Name: *Colin Moseley*  
Printed Name: Colin Moseley  
Title: Chairman

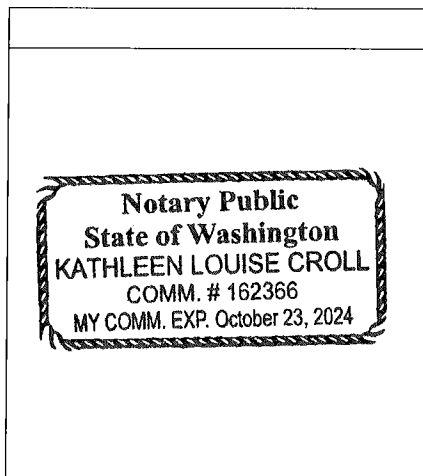
Address:

1301 5th Avenue, Suite 2700  
Seattle, WA 98101  
Attn: Legal Department

State of Washington

County of KING

This record was acknowledged before me on November 14, 2022 by  
Colin Moseley as Chairman of Green  
Diamond Resource Company, a Washington corporation.



(Stamp)

*Kathleen Louise Croll*  
(Signature of notary public)

Notary Public  
(Title of office)

My Commission Expires: 10-23-2024  
(Date)



## **EXHIBIT "A"**

### **DESCRIPTION OF THE PROPERTY**

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

SEVEN THOUSAND FIVE HUNDRED THIRTY-THREE (7,533) ACRES, MORE OR LESS, AS GENERALLY DEPICTED ON EXHIBIT A-1 AND LYING WITHIN THE FOLLOWING DESCRIBED REAL PROPERTY:

Section 34 – SE1/4 and SE1/4 of NE1/4

Section 35 – NW1/4; SW1/4; and W1/2 of the SE1/4

**All being in Township 38 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.**

Section 2 – W1/2

Section 3 – E1/2 of the NW1/4; SW1/4; and E1/2

Section 4 – SE1/4

Section 8 – SE1/4

Section 9 – SW1/4 and E1/2

Section 10 – All

Section 11 – E1/2 of the NW1/4; SE1/4 of the NW1/4; SW1/4; and W1/2 of the SE1/4

Section 13 – SW1/4 of the SW1/4 of the SW1/4

Section 14 – All

Section 15 – All

Section 16 – All

Section 17 – All

Section 20 – NE1/4; NE1/4 of the NW1/4; and SE1/4

Section 21 – All except the SW1/4 of the SE1/4

Section 22 – All

Section 23 – All except the SE1/4 of the SE1/4

Section 24 – NW1/4 and N1/2 of the SW1/4

Section 26 – N1/2 and SW/4

Section 27 – NE1/4 and NE1/4 SE1/4

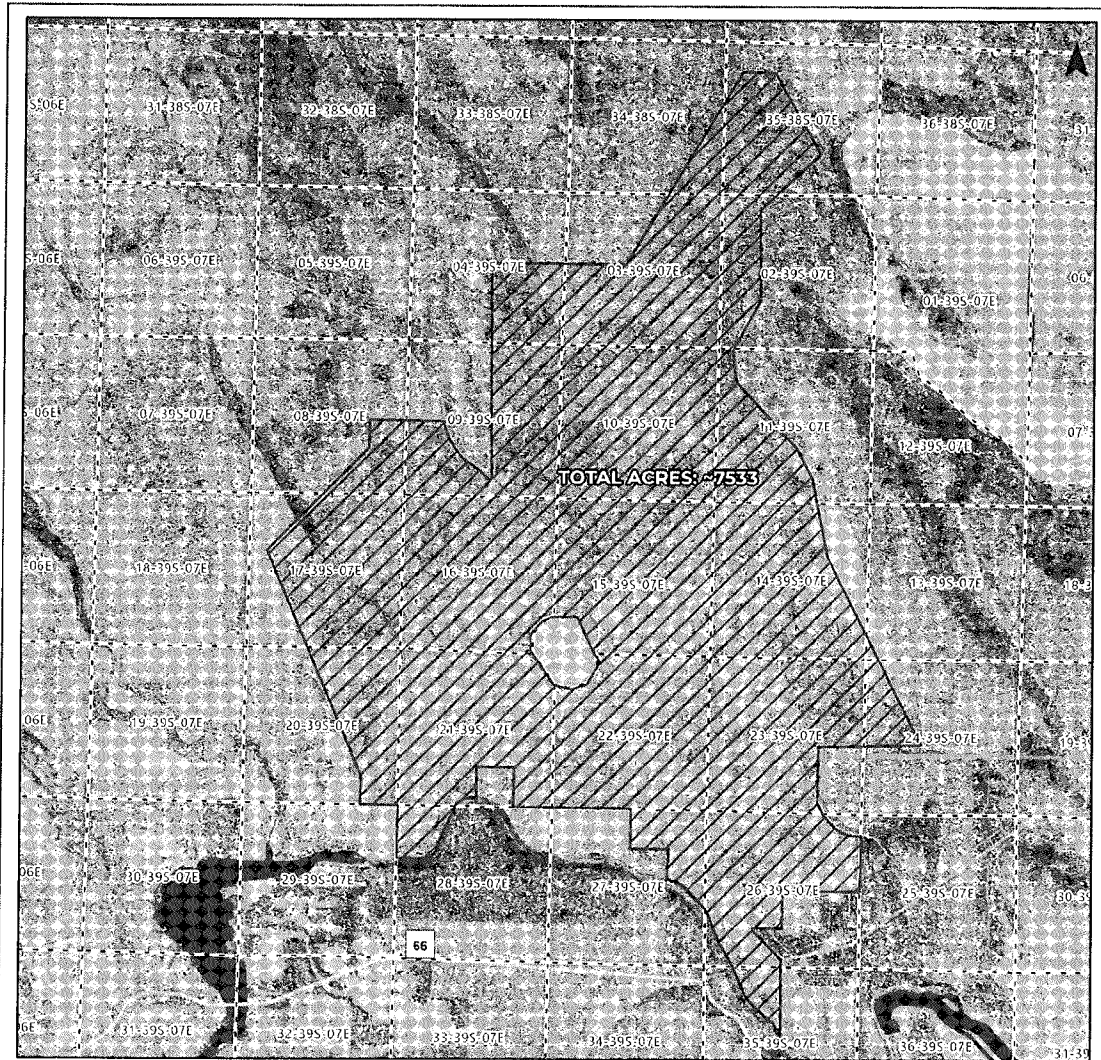
Section 28 – NW1/4

Section 35 – NW1/4

**All being in Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon**

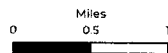
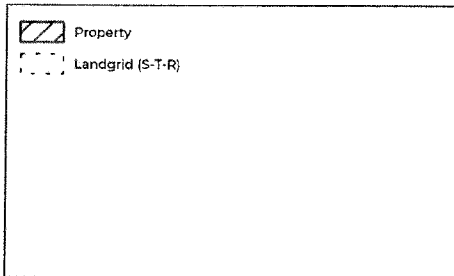
# EXHIBIT "A-1"

## MAP OF THE PROPERTY



### EXHIBIT A-1

### GREEN DIAMOND RESOURCE COMPANY



Scale: 1:55,000

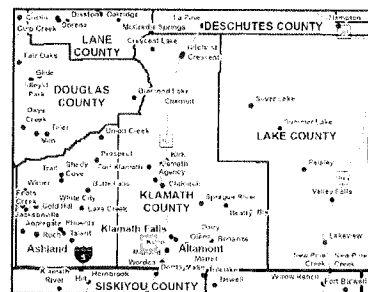
Coordinate System: NAD 1983 StatePlane  
Oregon South FIPS 3602 Feet

The following companies and organizations provided data that contributed to the production of this map:

Geologic Inc.  
Bureau of Land Management (BLM)  
U.S. Department of Agriculture (USDA)  
U.S. Forest Service (USFS)  
U.S. Geological Survey (USGS)  
Western Land Use Institute  
Western Land Use Institute

SAVION

### KLAMATH COUNTY, OREGON



Site Location