

**After recording return to:**

Diamond Solar Energy LLC  
c/o Invenenergy LLC  
One South Wacker Drive  
Suite 1800  
Chicago, Illinois 60606  
ATTN: Land Administration

THIS SPACE FOR RECORDERS USE ONLY

**SECOND AMENDMENT TO SOLAR LEASE AND EASEMENT AGREEMENT**

Klamath County, State of Oregon

THIS SECOND AMENDMENT TO SOLAR LEASE AND EASEMENT AGREEMENT (this "Amendment") is made, dated as of August 23, 2023, by and between **Shanda Asset Management LLC**, a Delaware limited liability company (together with its successors, assigns and heirs, comprising "Owner"), whose address is 2735 Sand Hill Road, #140, Menlo Park, CA 94025, and **Diamond Solar Energy LLC**, a Delaware limited liability company (together with its transferees, successors and assigns, "Grantee"), whose address is One South Wacker Drive, Suite 1800, Chicago, IL 60606, and in connection herewith, Owner and Grantee agree, covenant and contract as set forth in this Amendment.

**WITNESSETH:**

WHEREAS, Owner and Grantee entered into that certain Solar Lease and Easement Agreement dated August 23, 2019, as evidenced by that Memorandum of Solar Lease and Easement Agreement recorded in the Official Public Records of Klamath County, Oregon, on October 9, 2019, as Document #2019-011775, and amended by that certain First Amendment to Solar Facility Ground Lease and Easement dated August 10, 2020, and recorded in the Official Public Records of Klamath County, Oregon, on August 17, 2020, as Document #2020-010236 (collectively, the "Agreement").

WHEREAS, Owner and Grantee desire to amend the Agreement on the terms and conditions as provided below.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Owner and Grantee hereby agree that the Agreement shall be amended as follows:

1. **Lease; Easement.** Section 1 of the Agreement is hereby modified by deleting the reference to "Twelve Hundred (+/- 1200) acres" and replacing it with "Fifteen Hundred And Sixty (+/-1560) acres"
2. **Development Term.** Section 3.1 of the Agreement is hereby modified by deleting the reference to "the fourth (4th) anniversary" and replacing it with "the seventh (7th) anniversary".
3. **Construction Term.** Section 3.2 of the Agreement is hereby amended and replaced with the following:

3.2 **Construction Term.** Upon the expiration of the Development Term, the term of this Agreement shall automatically extend and continue ("**Construction Term**") until the earlier to occur of: (a) the date on which the Project has commenced generating electricity for sale or use, excluding electricity generated during testing, or (b) the ninth (9th) anniversary of the Effective Date. Upon the occurrence of either subsection (a) or (b), that date, as declared by Grantee, is hereinafter referred to as the "**Operations Date.**"

4. **Owner's Right to Terminate.** Section 13.2 of the Agreement is hereby modified by deleting the reference to "the Fourth (4th) anniversary" and replacing it with "the seventh (7th) anniversary".

5. **Property.** All references in the Agreement to "Property" shall hereinafter refer to that certain real property described in Exhibit A-1 and depicted in Exhibit A-2, both as attached hereto and incorporated herein by reference. Exhibit A-1 and Exhibit A-2 of the Agreement shall be replaced in entirety by the attached Exhibit A-1 and Exhibit A-2 of this Amendment.

6. **Exhibit B.** Owner and Grantee agree that certain payment and other terms set forth in the Agreement shall be modified as set forth in Exhibit B attached and made a part of this Amendment. Owner and Grantee agree that this Amendment shall be recorded in the real property records in the County in which the Property is located but such recording shall NOT include EXHIBIT B attached hereto.

7. **Ratification.** Owner and Grantee ratify, adopt, and accept the Agreement, and agree that all of the terms, covenants, and conditions of the Agreement, and all the rights and obligations of Owner and Grantee, as set forth thereunder, shall remain in full force and effect, and are not otherwise altered, amended, revised, or changed, except as expressly set forth in this Amendment.

8. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

[SIGNATURE AND ACKNOWLEDGMENT PAGES TO FOLLOW]

IN WITNESS WHEREOF, Owner and Grantee, acting through their duly authorized representatives, have executed this Agreement with the intent that it be effective as of the Effective Date, and certify that they have read, understand and agree to the terms and conditions of this Agreement.

**OWNER:**

**Shanda Asset Management LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Tiangiao Chen

Title: CEO

**GRANTEE:**

**Diamond Solar Energy LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Laura Miner

Title: Authorized Signatory

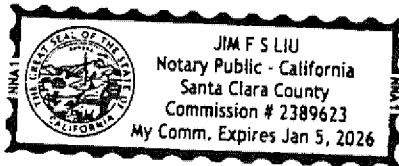
DocuSigned by:



ACKNOWLEDGMENT OF OWNER

California  
STATE OF ~~OREGON~~ )  
Santa Clara ) SS.  
COUNTY OF ~~DESCHUTES~~ )

On this 21st day of September, in the year 2023, before me Tiangiao CHEN whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the CEO of Shanda Asset Management LLC, and that the document was signed by him/her in said capacity on behalf of the limited liability company.



(S E A L)

Name: Jim F. S. Liu  
Notary Public, State of California  
My Commission Expires: Jan 5th, 2026

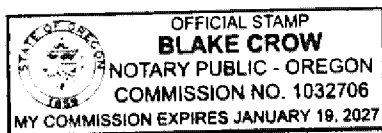
ACKNOWLEDGMENT OF GRANTEE

STATE OF OREGON )  
 ) SS.  
COUNTY OF MULTNOMAH )

On this 14 day of NOVEMBER, in the year 2023, before me LAURA MINER, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Vice President of Diamond Solar Energy LLC, and that the document was signed by him/her in said capacity on behalf of the limited liability company.

AUTHORIZED  
SIGNATORY

(S E A L)



Name: Blake Crow  
Notary Public, State of OREGON  
My Commission Expires: JANUARY 19, 2027

## **EXHIBIT A-1**

### **Description of the Property**

That certain real property situated in Klamath County, State of Oregon, encompassing approximately 1,560 acres of land, located within the following sections situated in Township 29 South, Range 7 East of the Willamette Meridian:

Section 10 –  $S\frac{1}{2}S\frac{1}{2}SE\frac{1}{4}$

Section 11 –  $E\frac{1}{2}$ ,  $E\frac{1}{2}W\frac{1}{2}$ , and  $S\frac{1}{2}SW\frac{1}{4}SW\frac{1}{4}$

Section 12 –  $W\frac{1}{2}NE\frac{1}{4}$ ,  $NW\frac{1}{4}$ ,  $N\frac{1}{2}NE\frac{1}{4}SW\frac{1}{4}$ ,  $W\frac{1}{2}SW\frac{1}{4}$ , and  $N\frac{1}{2}NW\frac{1}{4}SE\frac{1}{4}$

Section 13 –  $W\frac{1}{2}NW\frac{1}{4}$  and  $NW\frac{1}{4}SW\frac{1}{4}$

Section 14 –  $N\frac{1}{2}$  and  $N\frac{1}{2}S\frac{1}{2}$

Section 15 –  $NE\frac{1}{4}$  and  $N\frac{1}{2}SE\frac{1}{4}$

Being a portion of Parcel 1 of Land Partition 44-05 and a portion of that certain tax parcel designated as APN R-2907-00000-01100-000.

**EXHIBIT A-2**

Depiction of the Property

