

**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

**FIRST AMENDMENT TO MEMORANDUM OF SOLAR ENERGY LEASE**

THIS FIRST AMENDMENT TO MEMORANDUM OF OPTION AND SOLAR ENERGY LEASE (this "**Amendment**") is dated effective as of the date of execution hereby by the final party to sign this Amendment (for all other purposes the "**Effective Date**" shall be November 17, 2022) by and between GREEN DIAMOND RESOURCE COMPANY, a Washington corporation ("**Lessor**"), whose address is 1301 5<sup>th</sup> Avenue, Suite 2700, Seattle, Washington 98101, and Klamath Falls Energy Center, LLC, a Delaware limited liability company ("**Lessee**"), whose address is 422 Admiral Boulevard, Kansas City, Missouri 64106 (Lessor and Lessee together, the "**Parties**," and each, a "**Party**");

A. Lessor owns that certain real property (including all air space thereof) described on Exhibit "A" and more specifically identified on Exhibit "A-1", each attached hereto (the "**Property**"), which Property is located in Klamath County, Oregon.

B. Lessor and Lessee previously entered into that certain unrecorded Option and Solar Energy Lease dated November 17, 2022 (the "**Original Lease**"), notice of which is imparted by that certain Memorandum of Option and Solar Energy Lease dated November 17, 2022, and recorded in the official public records of Klamath County, Oregon on November 22, 2022, as Instrument No. 2022-013584 (the "**Memorandum**"), as amended by that certain unrecorded First Amendment to Option and Solar Energy Lease dated of even date herewith (together, with the Original Lease, the "**Lease**"), pursuant to which Lessor agreed to lease to Lessee, and Lessee agreed to lease from Lessor, upon certain terms and conditions provided therein, certain real property located in Klamath County, Oregon, and being a portion of the Property.

C. The Parties have executed and acknowledged this Amendment and are recording the same for the purpose of amending the Memorandum and 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 of 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. Exhibit "A". Exhibit "A" of the Memorandum is hereby deleted in its entirety and replaced with the Exhibit "A" attached hereto.

2. Exhibit "A-1". Exhibit "A-1" of the Memorandum is hereby deleted in its entirety and replaced with the Exhibit "A-1" attached hereto.

3. Section 3. Section 3 of the Memorandum is hereby deleted in its entirety and replaced with the following:

"3. The Lease shall initially be for a term commencing on the Effective Date and ending on December 31, 2032. 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."

***[Signature Pages Follow]***

IN WITNESS WHEREOF, Lessee has executed and delivered this Amendment as of September 13<sup>th</sup>, 2024.

**LESSEE:**

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

By: 

Aaron Lipscomb, Authorized Person

STATE OF MISSOURI

)

) ss.

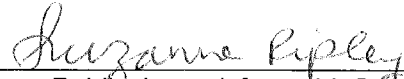
COUNTY OF JACKSON

)

BE IT REMEMBERED that on this 13<sup>th</sup> day of September, 2024, 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:

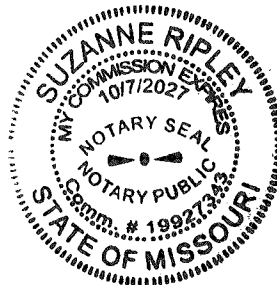


Notary Public in and for said County and  
State

10/07/2027

[SEAL]

Print Name: Suzanne Ripley



LESSEE (continued)

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

By: 

Name: Scott Zemetz

Title: Authorized Person

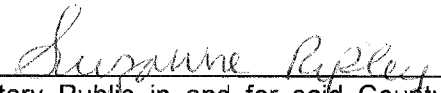
STATE OF MISSOURI                    )  
  ) ss.  
COUNTY OF JACKSON                )

BE IT REMEMBERED that on this 13<sup>th</sup> day of September, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Scott Zemetz, 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:

10/07/2027  
[SEAL]

  
Notary Public in and for said County and  
State

Print Name: Suzanne Ripley



IN WITNESS WHEREOF, Lessor has executed and delivered this Amendment as of August 19, 2024.

LESSOR:

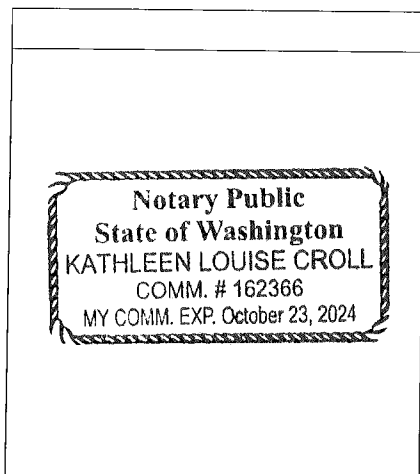
**GREEN DIAMOND RESOURCE COMPANY,**  
a Washington corporation

Name: D. S. Reed  
Printed Name: Douglas S. Reed  
Title: President

State of Washington

County of KING

This record was acknowledged before me on August 19, 2024 by Douglas S. Reed as President 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 KLAMATH COUNTY, STATE OF OREGON:

TWELVE THOUSAND ONE HUNDRED THIRTY-TWO (12,132) ACRES, MORE OR LESS, AS GENERALLY DEPICTED ON EXHIBIT "A-1" AND LYING WITHIN THE FOLLOWING DESCRIBED REAL PROPERTY:

- Section 29 - S1/2 SW1/4, NW1/4 SW1/4
- Section 30 - E 1/2
- Section 31 - E 1/2, SW 1/4
- Section 32 - All

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

- Section 2 - SW 1/4
- Section 3 - S 1/2
- Section 4 - W 1/2, SE 1/4
- Section 5 - All, less a strip in N1/2 SW1/4, SE1/4 SW1/4 and S1/2 SE1/4 for existing public road
- Section 6 - All, less a strip in N1/2 SW1/4 and N1/2 SE1/4 for existing public road
- Section 7 - All
- Section 8 - All, less a strip in NE1/4 NE1/4 for existing public road
- Section 9 - All, less a strip in NW1/4 NW1/4, S1/2 NW1/4, N1/2 SW1/4, SE1/4 SW1/4 and SW1/4 SE1/4 for existing public road
- Section 10 - All
- Section 11 - All
- Section 13 - SW1/4 of the SW1/4 of the SW1/4
- Section 14 - All
- Section 15 - Government Lots 1 and 2, N1/2 SW1/4, N1/2, SE1/4, less a strip for existing public road
- Section 16 - Government Lot 1, N1/2, SW1/4, SW1/4 SE1/4, N1/2 SE1/4, less a strip for existing public road
- Section 17 - All
- Section 18 - All
- Section 19 - N1/2 NW1/4, N1/2 NE1/4
- Section 20 - N1/2 NW1/4, NE1/4 and SE1/4
- Section 21 - Government Lot 1 being a portion of the NE1/4 NE1/4, Government Lot 1 being a portion of the SE1/4 SW1/4, NW1/4, W1/2 NE1/4, SE1/4 NE1/4, N1/2 SE1/4, SE1/4 SE1/4, N1/2 SW1/4, SW1/4 SW1/4
- Section 22 - Government Lots 1 and 2, S1/2 NW1/4, NE1/4, S1/2, less a strip in NE1/4 NE1/4 for existing road
- Section 23 - All, less a strip in the SW1/4 NE1/4, NW1/4 NW1/4, S1/2 NW1/4, NE1/4 SW1/4, NW1/4 SE1/4 and S1/2 SE1/4 for existing public road. Less and Except the SE1/4 of SE1/4.
- Section 24 - NW1/4 and N1/2 of the SW1/4

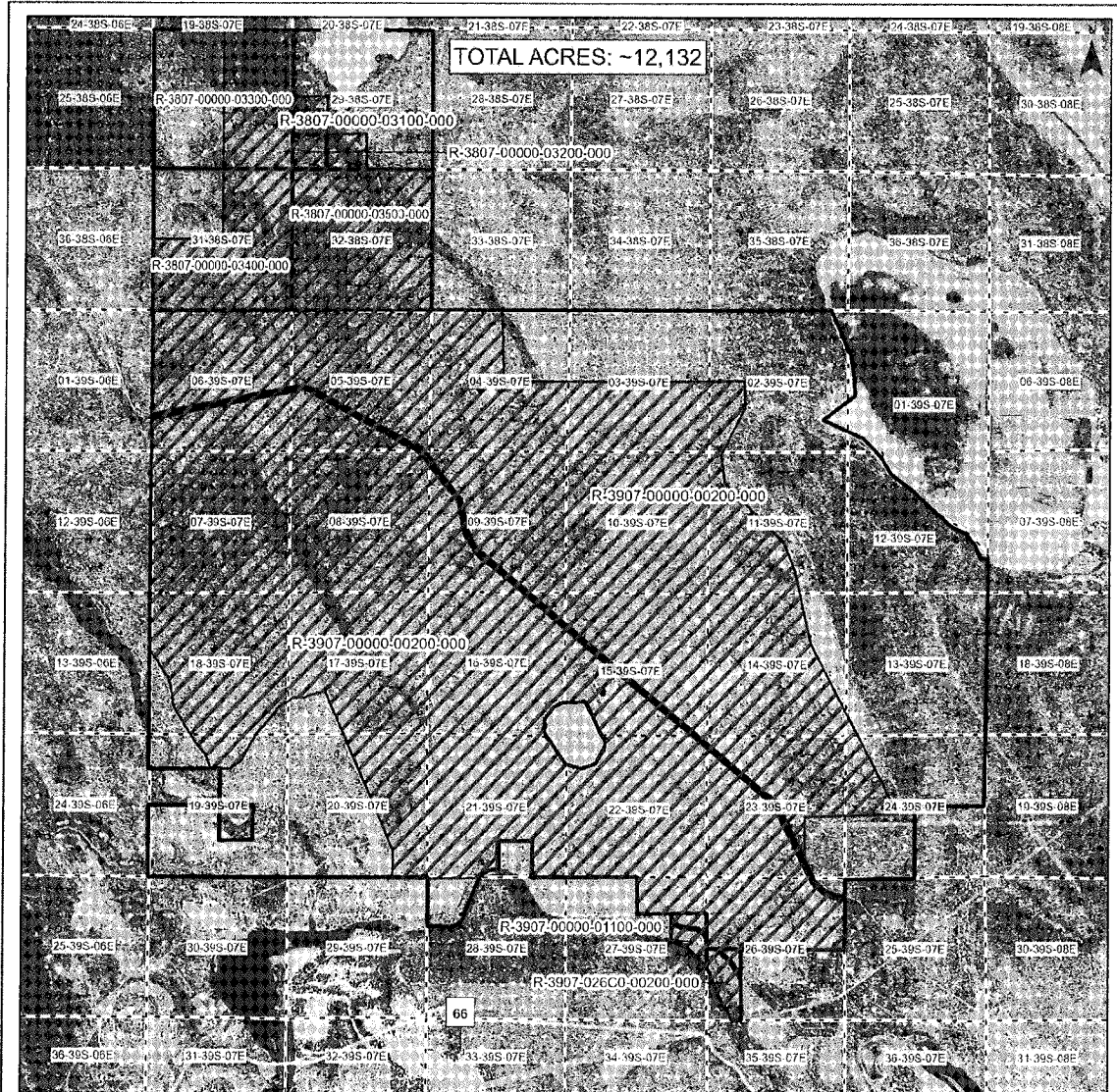
Section 26 - N1/2, less a strip for highway in NE1/4 NE1/4, Government Lots 1 and 2, EXCEPTING the Weyerhaeuser Railroad Right of Way, being 66 feet in width and traversing Lots 1 and 2.

Section 27 - N1/2 NE1/4, Government Lot 6, EXCEPTING the Weyerhaeuser Railroad Right of Way being 66 feet in width and traversing Lot 6

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

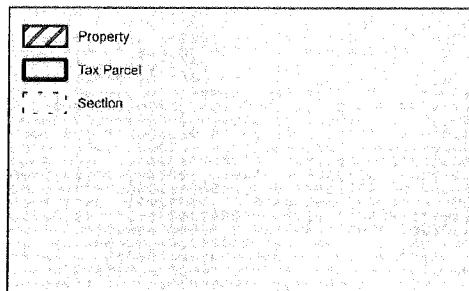
# EXHIBIT "A-1"

## MAP OF THE PROPERTY



### EXHIBIT A-1

Green Diamond Resource Company



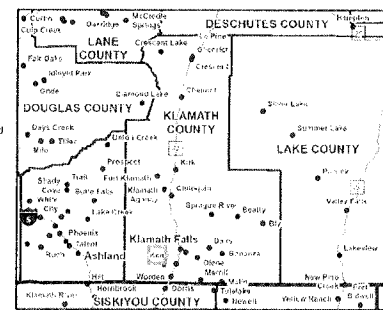
Coordinate System: NAD 1983 StatePlane  
Oregon South FIPS 3602 Feet

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### KLAMATH COUNTY, OREGON



Site Location