

PREPARED BY AND
WHEN RECORDED RETURN TO:

ACE DEVCO NC, LLC
Attn: Land Manager
2180 South 1300 East, Suite 500
Salt Lake City, Utah 84106

2025-000911
Klamath County, Oregon
02/11/2025 09:12:01 AM
Fee: \$117.00

MEMORANDUM OF SOLAR ENERGY LEASE AND PURCHASE OPTION AGREEMENT

THIS MEMORANDUM OF SOLAR ENERGY LEASE AND PURCHASE OPTION AGREEMENT (this "Memorandum") is dated as of the date of execution hereby by the final party to sign this Memorandum, but made effective as of June 30, 2023 (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 ACE DEVCO NC, LLC, a Delaware limited liability company ("Lessee"), whose address is 2180 South 1300 East, Suite 500, Salt Lake City, UT 84106, 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 Solar Energy Lease and Purchase Option Agreement dated of even date herewith (the "Agreement"), 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 Agreement and Lessee's rights thereunder. Capitalized terms used and not defined herein have the meaning given the same in the Agreement.

NOW, THEREFORE, for and in consideration the promises, covenants and agreements of the Parties contained in the Agreement 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 Agreement is exclusively for solar energy generation, transmission and storage, and in connection therewith Lessee shall have rights of access, and rights to conduct solar energy conversion and energy storage, collect and transmit electric power, and conduct related and incidental 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 Period, 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 any inspections, tests, and surveys, and conducting studies of solar radiation, soils, environmental assessments, market and economic conditions, 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;

1.2 During the C&O 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"), (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 and substations, 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 Agreement, (ix) signs, fences, and such site security measures as Lessee determines necessary, (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 Agreement, Lessor shall cooperate with Lessee in Lessee's efforts 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 limited operational purposes during the C&O 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;

1.4 Without limiting the generality of and subject in all respects to the terms of the Agreement, during the C&O 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,

EXHIBIT C-2

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; 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, or to Lessor for any claimed salvage value;

1.5 The leasehold granted by Lessor to Lessee in the Agreement 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 agree 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; and

1.6 Throughout the C&O Term, Lessee shall have an exclusive right to the free and unobstructed insulation of solar energy over the entirety of the horizontal space and the entirety of the vertical airspace over and across the Property.

2. Among other things, the Agreement 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 Agreement shall initially be for a term of up to six years commencing on the Effective Date. Lessee shall have the right and option to extend the term of the Agreement for one additional period of thirty-five (35) years, upon the terms set forth in the Agreement. Additionally, Lessee shall have the right to renew the C&O 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,

EXHIBIT C-3

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.

7. The terms, conditions and covenants of the Agreement 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 Agreement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Agreement. In the event of any conflict between this Memorandum and the Agreement, the Agreement 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 Agreement 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 Agreement contains the following: a description of the real property, burdened and benefited, that is encumbered by the Agreement 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 Period, 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 Agreement.

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

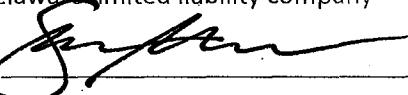
EXHIBIT C-4

IN WITNESS WHEREOF, Lessee has executed and delivered this Memorandum as of
December 19, 2024.

LESSEE:

ACE DEVCO NC, LLC,
a Delaware limited liability company

By:


Name: Sean McBride

Title: general counsel

STATE OF Utah

)

) ss.

COUNTY OF Salt Lake

)

Be it remembered that on this 19 day of December, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Sean McBride, to me personally known, who being by me duly sworn did say that he is an general counsel of ACE DevCo NC, LLC, a Delaware limited liability company, and that the within instrument was signed and sealed on behalf of said ACE DevCo NC, 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:

9/6/26

[SEAL]

Notary Public in and for said County and State

Print Name: Cailey Haynie

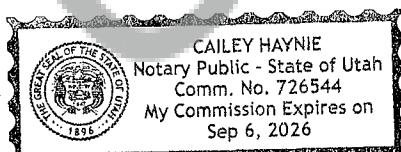


EXHIBIT C-5

IN WITNESS WHEREOF, Lessor has executed and delivered this Memorandum as of
December 11, 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 December 11, 2024 by
Douglas S. Reed as President of Green Diamond
Resource Company, a Washington corporation.

My Commission Expires:

10/29/2028
[SEAL]

Kari J. Berglund, King County, WA
Notary Public in and for said County and State

Print Name: Kari Berglund

EXHIBIT C-6

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

The Property referred to herein below is situated in the County of Klamath, State of Oregon, and is described as follows:

THE SOUTH HALF OF THE SOUTH HALF OF GOVERNMENT LOT 2; THE SOUTH HALF OF GOVERNMENT LOT 3; THE SOUTH HALF OF GOVERNMENT LOT 4, EXCEPTING THEREFROM THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTH HALF OF THE SOUTH HALF ALSO EXCEPTING THEREFROM THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTH HALF OF THE SOUTH HALF OF SAID GOVERNMENT LOT 4; THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THE WEST HALF OF THE SOUTHWEST QUARTER; THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 37 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON. GOVERNMENT LOTS, 1, 2, 3, AND 4, THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 37 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON. ALL OF SECTION 5, TOWNSHIP 37 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON. THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 37 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON. ALL OF SECTION 10, TOWNSHIP 37 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, EXCEPTING THEREFROM THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 37 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

EXHIBIT "A-1"

DESCRIPTION OF THE PROPERTY

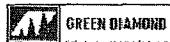


Legend

AES Southern Valley Project Area

Surrounding Tax Parcels

AES Southern Valley Solar Project Area
Total Acreage \approx 1,977
Klamath County, OR



Created By: Green Diamond Resources Company - Acquisitions and Business Development
1395 Fifth Avenue Suite 2700 Seattle, WA 98101
Date Created: 11/08/2024

Spatial Reference:
Name: NAD 1983 UTM Zone 10N
PCS: NAD 1983 UTM Zone 10N
GCS: GCS North American 1983
Datum: North American 1983
Projection: Transverse Mercator

Map Scale: 1:40,000