

**After recording return to:**

Diamond Solar Energy LLC  
c/o Invernergy LLC  
One South Wacker Drive  
Suite 1500  
Chicago, Illinois 60606  
ATTN: Land Administration

THIS SPACE FOR RECORDERS USE ONLY

**MEMORANDUM OF THIRD AMENDMENT TO SOLAR LEASE AND EASEMENT AGREEMENT**

Klamath County, State of Oregon

THIS MEMORANDUM OF THIRD AMENDMENT TO SOLAR LEASE AND EASEMENT AGREEMENT is made, dated as of 03-12-2026, 2026, 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 1500, Chicago, IL 60606, and memorializes that Owner and Grantee have entered into that certain Third Amendment to Solar Lease and Easement Agreement dated effective 03-12-2026, 2026 (the "Third Amendment"), which encumbers certain real property described on Exhibit A-1 and depicted on Exhibit A-2 attached hereto and incorporated herein by this reference (the "Property"). Owner and Grantee are each sometimes referred to in this Amendment as a "Party" or collectively as the "Parties."

**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 ("**Memorandum**") recorded in the Official Public Records of Klamath County, Oregon ("**Official Records**"), on October 9, 2019, as Document #2019-011775, as amended by that certain First Amendment to Solar Facility Ground Lease and Easement dated August 10, 2020, and recorded in the Official Records on August 17, 2020, as Document #2020-010236, and as amended by that certain Second Amendment to Solar Lease and Easement Agreement dated August 23, 2023, and recorded in the Official Records on November 28, 2023, as Document #2023-010214 (collectively and as amended, replaced, restated, ratified, supplemented, modified, and assigned, the "**Agreement**").

WHEREAS, Grantee and Owner have amended the terms and conditions of the Agreement by the Third Amendment and now desire to memorialize the fact that the Parties have entered into the Third Amendment and to amend the original Memorandum.

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, Grantee and Owner agree that the Memorandum shall be amended as follows:

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

3. The Agreement shall be for an initial term of thirteen (13) years, followed by a construction term of two (2) years, a first extended term of twenty-five (25) years and a second extended term of twenty-five (25) years if the terms and conditions of the Agreement are met.

2. This Memorandum of Third Amendment to Solar Lease and Easement Agreement does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Third Amendment, and Owner and Grantee have executed and are recording this instrument for the purposes set forth herein and for providing constructive notice of the Third Amendment and Grantee's rights thereunder. The terms, conditions and covenants of the Third Amendment are set forth at length in the Third Amendment and are incorporated herein by reference as though fully set forth herein. This instrument shall not, in any manner or form whatsoever, alter, modify or vary the terms, covenants and conditions of the Agreement.

3. This Memorandum of Third Amendment to Solar Lease and Easement Agreement shall also bind and benefit, as the case may be, the heirs, legal representatives, assigns and successors of the respective Parties hereto, and all covenants, conditions and agreements contained herein shall be construed as covenants running with the land to the extent where consistent with applicable law.

4. This Memorandum of Third Amendment to Solar Lease and Easement Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURE AND ACKNOWLEDGMENT PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties, acting through their duly authorized representatives, have executed this Memorandum of Third Amendment to Solar Lease and Easement Agreement with the intent that it be effective as of the date set forth above.

**OWNER:**

**GRANTEE:**

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

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

By 

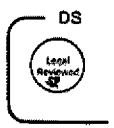
By 

Name: Aidan Myers

Name: Laura Miner

Title: Director, Timber Operations

Title: Authorized Signatory

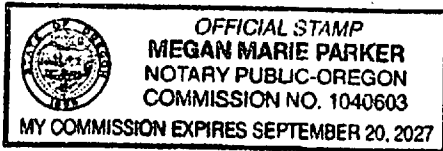


Unofficial Copy

ACKNOWLEDGMENT OF OWNER

STATE OF OREGON )  
 ) SS.  
COUNTY OF DESCHUTES )

On this 12<sup>th</sup> day of March, in the year 2026, before me Aidan Myers, 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 Director 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: [Redacted]  
Notary Public, State of Oregon  
My Commission Expires: September 20, 2027

ACKNOWLEDGMENT OF GRANTEE

STATE OF Colorado )  
 ) SS.  
COUNTY OF Denver )

This instrument was acknowledged before me on this 23<sup>rd</sup> day of April, 2026, by Laura Miner who executed the foregoing instrument as Authorized Signatory of Invenergy LLC, Manager of Diamond Solar Energy LLC, and acknowledged the same.



(S E A

Name: [Redacted]  
Notary Public, State of Colorado  
My Commission Expires: 03/20/2027

**EXHIBIT A-1  
TO  
MEMORANDUM OF THIRD AMENDMENT TO SOLAR LEASE AND  
EASEMENT AGREEMENT**

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  
TO  
MEMORANDUM OF THIRD AMENDMENT TO SOLAR LEASE AND  
EASEMENT AGREEMENT**

Depiction of the Property



EXHIBIT A-2 TO MEMORANDUM OF THIRD AMENDMENT TO SOLAR LEASE AND EASEMENT AGREEMENT