

**KITTITAS CO CDS
RECEIVED
04/09/2024**

06/23/2022 11:16 AM 202206230014
210.50 Page: 1 of 8
Amendment
Kittitas County, County Auditor

After recording return to:
Schnebly Coulee Solar Energy LLC
c/o Invenergy LLC
One South Wacker Drive
Suite 1800
Chicago, Illinois 60606
ATTN: Land Administration

FIRST AMENDMENT TO LEASE AND EASEMENT AGREEMENT

Kittitas County, State of Washington

THIS FIRST AMENDMENT TO LEASE AND EASEMENT AGREEMENT (this "Amendment") is made, dated as of May 19, 2022, by and between **POISON SPRINGS, LLC**, whose address is PO Box 1015 Kittitas, WA 98934 (together with its transferees, successors and assigns and heirs, comprising "Owner"), and **SCHNEBLY COULEE SOLAR ENERGY LLC**, a Delaware limited liability company, whose address is One South Wacker Drive, Suite 1800, Chicago, IL 60606 (together with its transferees, successors and assigns, "Grantee"), and in connection herewith, Owner and Grantee agree, covenant and contract as set forth in this Amendment.

WITNESSETH:

A. WHEREAS, Owner and Invenergy Solar Development North America LLC are parties to that certain Lease and Easement Agreement dated and effective as of May 26, 2017 (the "Agreement"), as evidenced by that Memorandum of Solar Lease and Easement Agreement recorded in Kittitas County, Washington Register of Deeds on August 15, 2017 as document number 201708150064 (the "Memorandum"), which encumbers certain real property described on Exhibit A attached hereto and incorporated herein by this reference.

B. WHEREAS, Invenergy Solar Development North America LLC assigned all of its right, title, and interest in the Agreement to Grantee by the Assignment and Assumption Agreement dated June 9, 2021, and recorded in Kittitas County, Washington Register of Deeds on June 15, 2021 as document number 202106150015.

C. WHEREAS, Grantee and Owner desire to amend the terms and conditions of the Agreement and Memorandum, 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, Grantee and Owner agree that the Agreement shall be amended as follows:

1. **Development Term.** Section 3.1 of the Agreement is hereby modified by deleting the reference to “the third (3rd) anniversary” and replacing it with “the Eighth (8th) anniversary”.

2. **Owner’s Right to Terminate.** Section 13.2 of the Agreement is hereby modified by deleting the reference to “the Fifth (5th) anniversary” and replacing it with “the Eighth (8th) anniversary”.

3. **Exhibit B.** Exhibit B of the Agreement shall be replaced in entirety by Exhibit B of this Amendment, attached hereto. **Exhibit B shall not be recorded.**

4. **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.

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 pages to follow]

IN WITNESS WHEREOF, the parties hereto having due authorization on behalf of their respective entities have executed this Amendment as of the day and year set forth above.

"Owner"

"Grantee"

POISON SPRINGS, LLC

SCHNEBLY COULEE SOLAR ENERGY LLC

By: Judy A. Webb

By: Laura Miner

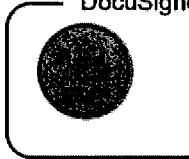
Name: Judy A Webb

Name: Laura Miner

Title: Member

Title: Authorized Signatory

By: Peggy J. Tehan

DocuSigned by:


Name: Peggy J. Tehan

Title: Member

By: MaryBeth Kahn

Name: MaryBeth Kahn

Title: Member

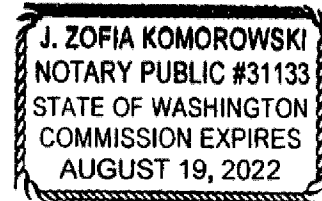
ACKNOWLEDGMENT OF OWNER

STATE OF WASHINGTON)
) SS.
COUNTY OF KITTITAS)

On this 6th day of May, in the year 2022, before me Judy A Webb, 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 she is the Member of Poison Springs LLC, and that the document was signed by her in said capacity.

Witness my hand and official seal.

[Signature]
(Notary Signature)



(S E A L)

Name: J. ZOFIA KOMOROWSKI
Notary Public, State of Washington
My Commission Expires: 8-19-2022

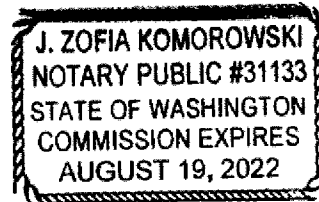
ACKNOWLEDGMENT OF OWNER

STATE OF WASHINGTON)
) SS.
COUNTY OF KITTITAS)

On this 6th day of May, in the year 2022, before me Peggy J. Tehan, 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 she is the Member of Poison Springs LLC, and that the document was signed by her in said capacity.

Witness my hand and official seal.

[Signature]
(Notary Signature)



(S E A L)

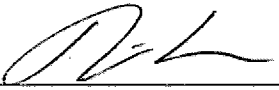
Name: J. ZOFIA KOMOROWSKI
Notary Public, State of Washington
My Commission Expires: 8-19-2022

ACKNOWLEDGMENT OF OWNER

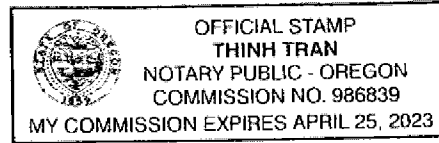
STATE OF Oregon)
) SS.
COUNTY OF Washington)

On this 19th day of May, in the year 2022, before me MaryBeth Kahn, 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 she is the Member of Poison Springs LLC, and that the document was signed by her in said capacity.

Witness my hand and official seal.



(Notary Signature)



(S E A L)

Name: Thinh Tran
Notary Public, State of Oregon
My Commission Expires: 04/25/2023

ACKNOWLEDGMENT OF GRANTEE

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

On this 19th day of May, in the year 2022, 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 Authorized Signatory of Schnebly Coulee Solar Energy LLC, and that the document was signed by ~~him~~/her in said capacity on behalf of the limited liability company.

Witness my hand and official seal.

Robin Moore

(Notary Signature)



(SEAL)

Name: ROBIN MOORE
Notary Public, State of OREGON
My Commission Expires: 2/24/26

EXHIBIT A
Description of the Property in Kittitas County, Washington

Map Number	Acreage	Legal Description
17-20-11000-0001	492.07	SEC. 11; TWP. 17; RGE. 20; ALL OF N1/2 OF SEC E OF KRD; SE1/4; PTN SW1/4; 19.43 CO RD ACRES
17-20-13000-0003	603.10	SEC. 13, TWP. 17, RGE. 20; ALL FRACTIONAL; EXCEPT SLY & WLY OF KRD; 4.80 ROAD ACRES
17-20-14010-0003	18.85	SEC. 14; TWP. 17; RGE. 20; SW1/4 NE1/4 NORTH HALF
17-20-14010-0002	40.00	SEC. 14; TWP. 17; RGE. 20; NW1/4 NE1/4
17-20-14020-0007	43.71	SEC. 14; TWP. 17; RGE. 20; PTN NE1/4 NW 1/4; E1/2 SE1/4 NW1/4; LESS 7.10 DITCH R/W, 1.29A CO RD

EXHIBIT A-1

Map of the Property

