

Schedule B to Lease Agreement

Memorandum of Lease

Prepared by and Return to:

Raymond Schmitt
7100 E. Pleasant Valley Road, Suite 220
Independence, OH 44131

EUREKA COUNTY, NV

2023-249822

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ATWELL-GROUP

KATHERINE J. BOWLING, CLERK RECORDER

MEMORANDUM OF SOLAR PROJECT GROUND LEASE AGREEMENT

This MEMORANDUM OF SOLAR PROJECT GROUND LEASE AGREEMENT (this "**Memorandum**") is effective as of the 13 day of February, 2023 (the "**Effective Date**"), by and between Richard E. Kephart and Mari Alice Kephart, as Trustees of the R.E. and M.A. Kephart Family Trust, having an address of P.O. Box 5027, Sparks, NV 89432 ("**Landlord**"), and Ampyr Energy USA, LLC, a Delaware limited liability company, with an address of 1185 6th Avenue, New York, NY 10036 ("**Tenant**").

WITNESSETH:

That in consideration of the rents, covenants and conditions more particularly set forth in that certain Solar Project Ground Lease Agreement of even date herewith made by and between Landlord and Tenant (the "**Lease Agreement**"), Landlord and Tenant do hereby covenant, promise and agree as follows:

1. **Defined Terms.** Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Lease Agreement.
2. **Property.** Pursuant to the terms of the Lease Agreement, Landlord does demise unto Tenant and Tenant does take from Landlord for the Term the Property described on Schedule A-1 attached hereto and made a part hereof.

3. **Term.** The Term of the Lease commenced on the Effective Date and consists of: (i) a Development Term of up to four (4) years unless the Development Term is extended by Tenant for up to two (2) additional one-year periods; (ii) a Construction Term of up to a two (2) year period; (iii) an Operations Term that may up to a thirty five (35) year period unless the Operations Term is extended for up to two (2) additional five-year periods; and (iv) a Restoration Term of up to a one (1) year period after the expiration or earlier termination of the Operations Term.

4. Intentionally omitted.

5. **Survey of Property; Amendment of Agreement and Memorandum.** Without limiting the generality of the foregoing, upon completion of the Final Survey, Tenant may request Landlord to execute and acknowledge an amendment to this Lease Agreement and/or amendment to the Memorandum of Lease to amend the current legal description of the Property with the then current legal description of the Property contained in the Survey, on a form provided by Tenant approved by Landlord, such approval not to be unreasonably withheld, conditioned or delayed. Landlord shall execute such amendments to the Lease and the Memorandum of Lease within five (5) Business Days of presentment of such Amendments by Tenant. If Landlord does not timely execute such amendments, Landlord shall be deemed to be in default of its obligations under this Lease Agreement and Tenant shall have the right to proceed immediately to a court of competent jurisdiction to seek judicial relief for Landlord's default, it being understood that any notice and cure periods for such default are hereby waived by Landlord. Landlord shall be liability to Tenant for Tenant's attorneys' fees for having to pursue such action.

6. **Effect of Memorandum.** The sole purpose of this Memorandum is to give notice of the Lease Agreement and its terms, covenants and conditions to the same extent as if the Lease Agreement were fully set forth herein. This Memorandum shall not modify in any manner the terms, conditions or intent of the Lease Agreement and the Parties agree that this Memorandum is not intended nor shall it be used to interpret the Lease Agreement or determine the intent of the parties under the Lease Agreement. Reference should be made to the Lease Agreement for a more detailed description of all matters contained in this Memorandum.

7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document for all purposes.

(Signatures and Notarial Acknowledgements Appear on the Following Pages)

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum to be executed in its name pursuant to due authority.

Landlord: Richard E. Kephart and Mari Alice Kephart, as Trustees of the R.E. and M.A. Kephart Family Trust

Richard E. Kephart

Richard E. Kephart, as Trustee of the R.E. and M.A. Kephart Family Trust

Mari Alice Kephart

Mari Alice Kephart, as Trustee of the R.E. and M.A. Kephart Family Trust

State of Nevada

County of _____

This instrument was acknowledged before me on _____ (date) by Richard E. Kephart as Trustee of the R.E. and M.A. Kephart Family Trust.

(Signature of notarial officer)

(Seal, if any)

(Title and rank (optional))

State of Nevada

County of _____

This instrument was acknowledged before me on _____ (date) by Mari Alice Kephart as Trustee of the R.E. and M.A. Kephart Family Trust.

(Signature of notarial officer)

(Seal, if any)

(Title and rank (optional))

(Signatures and Notarial Acknowledgements Continue on the Following Page)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Sacramento)
 On FEB 13TH 2023 before me, Noe Gonzalez Diaz, Notary Public
Date Insert Name and Title of the Officer
 Personally appeared RICHARD E. KEPHART, MARI ALICE KEPHART
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document Schedule A to Lease Document Date 2/13/23
 Number of Pages 5

TENANT:

Ampyr Energy USA, LLC, a Delaware limited liability company

By: _____

Name: Dinkar Bhatia

Title: Manager of its Sole Member, AMPYR Energy USA HoldCo, LLC

STATE OF [STATE] Maryland)

) ss:

COUNTY OF [COUNTY] Montgomery

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 21st day of Feb, 2023, by Dinkar Bhatia, as the Manager of AMPYR Energy USA HoldCo, a[n] LLC, on behalf of such entity. Dinkar Bhatia is personally known to me or has produced Driver's license as identification.

Notary: _____

Print Name: Devin Smith

Notary Public, State of Maryland

My Commission Expires: 11/06/2023

[NOTARY SEAL]



Subscribed in my presence and sworn to before me,
Devin Smith, a notary public in and for
state of Maryland and Montgomery county,
this 21st day of Feb, 2023
by Dinkar Bhatia.

Notary Public

Devin Smith
Notary Public
Montgomery County, MD
My Commission Expires: November 06, 2023

Schedule A-1 to Memorandum

The Property

The following described tract of land located in Eureka County, Nevada, containing 560.00 acres, more or less, and more particularly described in that certain Grant, Bargain and Sale Deed between Richard E. Kephart and Mari Alice Kephart, husband and wife, and Richard E. Kephart and Mari Alice Kephart, Trustees of the R.E. and M.A. Kephart Family Trust, dated April 5, 1999 and recorded as Book 326, Page 384 of the Eureka County Recorder's Office, being described as:

Approximately 560 acres commonly known as the "Home Place"
consisting of N1/2 of Section 24 and SW1/4; N1/2SE 1/4 of Section 24,
Township 21 North, Range 53 East, MDB&M.

Eureka County Parcel ID: 007-210-36
Estimated Acres: 560.00