

Memorandum of Lease

Prepared by and Return to:

Ampyr Energy USA, LLC
1185 6th Avenue, 9th Floor
New York, NY 10036

MEMORANDUM OF SOLAR PROJECT GROUND LEASE AGREEMENT

This MEMORANDUM OF SOLAR PROJECT GROUND LEASE AGREEMENT (this "**Memorandum**") is effective as of the 11th day of October, 2023 (the "**Effective Date**"), by and between Deanne M. Hicks and Denise L. Moyle, 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, 9th Floor, 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: Deanne M. Hicks and Denise L. Moyle

Deanne M. Hicks
Deanne M. Hicks

State of Nevada

County of Washoe

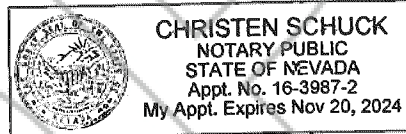
This instrument was acknowledged before me on 10/13/2022 (date) by Deanne M. Hicks.

(Signature of notarial officer)

(Seal, if any)

(Title and rank (optional))

Christen Schuck, notary public



(Signatures and Notarial Acknowledgements Continue on the Following Page)

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

Landlord: Deanne M. Hicks and Denise L. Moyle


Denise L. Moyle

State of Nevada

County of Washoe

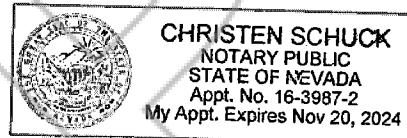
This instrument was acknowledged before me on 10/17/2023 (date) by Denise L. Moyle.

(Signature of notarial officer)

 notary public

(Seal, if any)

(Title and rank (optional))



(Signatures and Notarial Acknowledgements Continue on the Following Page)

TENANT:

Ampyr Energy USA, LLC, a Delaware limited liability company

By: S. Bidani

Name: Sumeet Bidani

Title: Chief Development Officer

STATE OF [STATE] California)

) ss:

COUNTY OF [COUNTY] Los Angeles)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this [2] day of [Nov.], [2023], by

[Sumeet Bidani], as the [Chief Development Officer] of
[Ampyr Energy USA, LLC.], a[n] [Delaware] [Limited Liability] Company, on
behalf of such entity. [CA. D.L.] is personally known to me or has produced
[CA. D.L.] as identification.

Notary: [Chase A. Keegan]

Print Name: [Chase A. Keegan]

Notary Public, State of [California]

My Commission Expires: [Feb. 5, 2027]

[NOTARY SEAL]

See Attached
Acknowledgment

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Los Angeles }

On November 2, 2023 before me, Chase A. Keegan (Notary Public)

Date

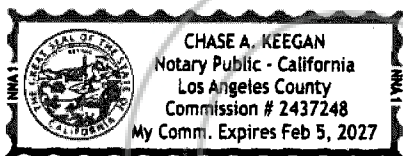
Here Insert Name and Title of the Officer

personally appeared Sumeet Bidani
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 and/or Stamp Above

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Schedule A-1 to Memorandum

The Property

The following described tract(s) of land located in Eureka County, Nevada, containing 1,280.00 acres, more or less, and more particularly described in that certain Grant, Bargain and Sale Deed between James L. Moyle and N. Jane Moyle and Deanne M. Hicks and Denise L. Moyle and recorded as Book 496, Page 234 of the Eureka County Recorder's Office, being described as:

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B. & M.

Section 11: West ½

Section 14: All

Section 23: North ½

Eureka County Parcel ID: 007-200-62, 007-200-63, 007-210-04

Estimated Acres: 1,280.00

Less and except the "Excluded Area" as depicted on the attached Exhibit B.

