

FORM OF MEMORANDUM OF GROUND LEASE AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Sulus Solar
818 SW 3rd Ave #221-5481
Portland OR 97204-2405

Space above this line for Recorder's use only

MEMORANDUM OF GROUND LEASE AGREEMENT

This Memorandum of Ground Lease Agreement ("**Memorandum**") is made effective as of 12/12/2022 ("**Lease Date**") by and between SHANNON STRUBLE ("**Landowner**") whose mailing address is PO Box 515 Dorris CA 96023, and CONGRO SOLAR LLC, an Oregon limited liability company (together with its successors and assigns hereunder, "**Tenant**"), whose address is c/o Sulus Solar, 818 SW 3rd Ave #221-5481 Portland, OR 97204-2405.

RECITALS

A. Landowner owns all that certain real property more particularly described in the attached **Exhibit A**, which is incorporated by this reference herein ("**Property**").

B. Landowner and Tenant have entered into that certain unrecorded Ground Lease Agreement ("**Lease Agreement**"), dated as of the Effective Date, which Lease Agreement is incorporated by this reference herein, pursuant to which, among other things, Landowner has leased to Tenant an approximately _____ acre portion of the Property, as delineated on the map set forth in the attached Exhibit B (such portion hereinafter called the "**Premises**"), or such portion thereof as determined under the terms of the Lease Agreement. The Lease Agreement is for Tenant's intended use of developing the Land for solar energy purposes upon the terms and conditions set forth therein. Capitalized terms not otherwise defined in this Memorandum have the meanings given in the Lease Agreement.

C. Landowner and Tenant execute and record this Memorandum for the purpose of memorializing the Lease Agreement and to provide third parties with notice of the Lease Agreement and the terms and conditions thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landowner and Tenant hereby acknowledge and agree as follows:

1. Landowner has leased to Tenant, and Tenant has leased from Landowner, the Premises pursuant to the terms of the Lease Agreement, under which Tenant has rights which include, but are not limited to the following: To evaluate, develop, construct, install, reinstall, use, replace, repair, relocate, maintain and operate a solar photovoltaic power array for the generation of electric power, together with any and all ancillary easements (including any third party easements) as may be necessary for access and transmission; an exclusive easement to use, convert, maintain and capture the free and unobstructed flow of solar energy resources over and across the Premises; and any and all other activities related to the foregoing, all upon the terms and conditions set forth in the Lease Agreement.

2. The initial term of this Lease ("**Term**") shall commence on the Lease Date and shall end at 11:59 PM local time on the last day of the two hundred and forty ninth (249th) full calendar month following the Rent Commencement Date (defined below), unless extended or sooner terminated as herein provided. As used herein, the term "**Rent Commencement Date**" shall mean the earlier of (i) the fourth anniversary of the Lease Date, or (ii) the date that Tenant commences construction of its intended improvements on the Premises to operate Tenant's Solar Facilities (defined below) on the Premises. Tenant shall promptly notify Landowner in writing upon the occurrence of the Rent Commencement Date.

3. Tenant shall have successive options to extend the initial Term (each, an “**Extension Option**”) for up to four (4) additional, consecutive periods of five (5) years each (to the extent such Extension Option(s) are exercised, “**Extended Term**”). “**Term**” shall include the original Term together with any Extended Term.

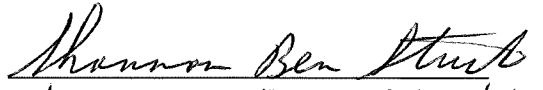
4. The Property shall be subject to the provisions and rights set forth in the Lease Agreement, which provisions shall run with the land and shall be binding upon and inure to the benefit of the parties and each other person and entity having or acquiring any interest therein during the term of the Lease Agreement, and their respective heirs, successors and assigns. This Memorandum may be executed in counterparts, which together shall constitute a single instrument. If there is any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Lease Agreement, the provisions of the Lease Agreement shall control. Nothing in this Memorandum shall be deemed to amend, modify, change, alter, amplify, limit, interpret or supersede any provision of the Lease Agreement or otherwise limit or expand the rights and obligations of the parties under the Lease Agreement and the Lease Agreement shall control over this Memorandum in all events.

The parties have executed this Memorandum as of the dates set forth below.

[SIGNATURES ON NEXT PAGE(S)]

The parties have executed this Memorandum as of the dates set forth below.

LANDOWNER:


Shannon Ben Struble

Date: 12-12-22

TENANT:

CONGRO SOLAR LLC,
an Oregon limited liability company

By: _____

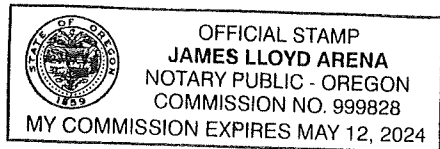
Name: Conor Grogan

Title: Manager

Date: _____

STATE OF Oregon)
)ss.
COUNTY OF Multnomah)

This instrument was acknowledged before me on December 12, 2022,
by Shannon Ben Struble.



James L. Arena
Notary Public - State of Oregon

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 202____, by Conor Grogan,
as Manager of Congro Solar LLC, an Oregon limited liability company on behalf of the company.

Notary Public - State of _____

The parties have executed this Memorandum as of the dates set forth below.

LANDOWNER:

Shannon Ben Struble
Shannon Ben Struble

Date: 12-12-22

TENANT:

CONGRO SOLAR LLC,
an Oregon limited liability company

By: Conor Patrick Grogan

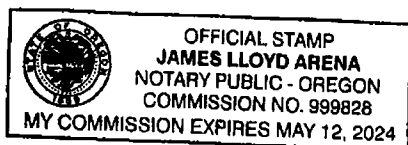
Name: Conor Grogan

Title: Manager

Date: 01/03/2023

STATE OF Oregon)
)ss.
COUNTY OF Multnomah)

This instrument was acknowledged before me on December 12, 2022,
by Shannon Ben Strubla.



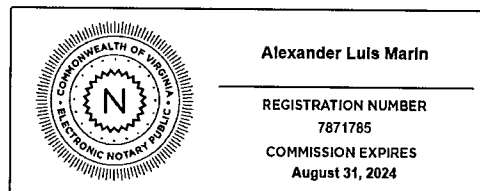
James L. Arena
Notary Public - State of Oregon

STATE OF Virginia)
)ss.
COUNTY OF Roanoke)

The foregoing instrument was acknowledged before me this 3rd day of January, 2023, by Conor Grogan,
as Manager of Congro Solar LLC, an Oregon limited liability company on behalf of the company.

Notary Public - State of Virginia

Alexander Luis Marin



Notarized online using audio-video communication

Exhibit A to Memorandum of Lease

Legal Description of the Property

Real property in the County of Klamath, State of Oregon, described as follows:

PARCEL 1:

The following described property located in Township 37 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon:

Section 10: W 1/2 NE 1/4, E 1/2 NW 1/4, E 1/2 E 1/2

Section 11: NE 1/4 NW 1/4 and the W 1/2 W 1/2

Section 14: W 1/2 NE 1/4, and E 1/2 NW 1/4

Section 23: All of that portion of the W 1/2 NE 1/4 and the NW 1/4 lying Easterly of the Sprague River County Road

Also, beginning at the Southeast corner of the SW 1/4 SE 1/4 Sec. 10, T. 37 S., R. 11 1/2 E.W.M., running thence North one half mile, more or less, to the NE corner of the NW 1/4 SE 1/4 of said Section 10; thence West 2300 feet, more or less, to the northeasterly right of way line of the county road known as the Yonna Valley road; thence Southeasterly along the right of way line to the South line of said Sec. 10; thence East 1360 feet, more or less, to the point of beginning, being all of that portion of the E 1/2 SW 1/4 of said Section 10, lying Northeasterly from the Yonna Valley road, and all of the W 1/2 SE 1/4, Sec. 10, T. 37 S., R. 11 1/2 E.W.M.

Also, beginning at the corner common to Section 10, 11, 14 and 15, T. 37 S., R. 11 1/2 E.W.M., thence West 2670 feet, more or less, along the section line to the northeasterly right of way line of the county road known as the Yonna Valley road; thence Southeasterly along said right of way line to the East line of said Section 15; thence North 2400 feet, more or less, to the point of beginning, being that portion of the N 1/2 of Section 15, T. 37 S., R. 11 1/2 E.W.M., lying Northeasterly from the Yonna Valley road.

Also, beginning at the corner common to Sections 10, 11, 14 and 15, T. 37 S., R. 11 1/2 E.W.M., thence South 2400 feet, more or less, along the section line to the Northeasterly right of way line of the county road known as the Yonna Valley road; thence Southeasterly along said right of way line to the South line of said Section 14; thence East along said section line 2260 feet, more or less, to the Southeast corner of the SW 1/4 SE 1/4 of said Section 14; thence North one half mile; thence West one half mile; thence North one half mile to the North line of said Section 14; thence West one fourth mile, more or less, to the point of beginning, being all of that portion of the W 1/2 NW 1/4 and of the SW 1/4 of Section 14, T. 37 S., R. 11 1/2 E.W.M., lying Northeasterly from the Yonna Valley road, and all of the W 1/2 SE 1/4 of said Section 14.

Exhibit B to Memorandum of Lease

Description and Depiction of the Premises

