

## MEMORANDUM OF LEASE

Parcel No.: 3810-02500-01200**2023-008241****Klamath County, Oregon**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:Chaberton Energy Holdings, Inc.  
Attn: Land Department  
11900 Parklawn Drive, Suite 406  
North Bethesda, MD 20852

00320174202300082410060061

09/20/2023 03:11:50 PM

Fee: \$107.00

(SPACE ABOVE FOR RECORDER'S USE ONLY)

**MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT**

THIS MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT ("Memorandum") has been made to indicate the existence of a Solar Energy Lease and Easement Agreement ("Lease") dated September 20, 2022, by and Jerald S. Rogers and Carol A. Rogers, Trustees of the Jerald and Carol Rogers 2007 Trust uad 10-2-2007, of 2801 Bristol Avenue, Klamath Falls, Oregon, 97603 as "Lessor", (whether one or more), and Chaberton Energy Holdings Inc., a Delaware corporation, having an office at 11900 Parklawn Drive, Suite 406, North Bethesda, MD 20852, as "Lessee".

Lessor did grant demise, lease, and let exclusively unto Lessee, its successors and assigns, the right to develop a solar photovoltaic project or projects and grants certain easements associated therewith, on the lands described below and subject to the provisions contained in the Lease including the following:

1. The Development Term of the Lease is for a period of one (1) year, commencing on the date immediately set forth above and may be incrementally extended, provided certain conditions are met, for up to a maximum of four (4) years in total, thereby continuing the term of the Lease to the end of the "extended" Development Term.
2. The Construction Term of the Lease is for a period of one (1) year, commencing on the Construction Date, as defined in the Lease, and may be incrementally extended, provided certain conditions are met, for up to a maximum of two (2) years in total, thereby continuing the term of the Lease to the end of the "extended" Construction Term.
3. The Operations Term of the Lease is for a period of twenty (20) years, commencing on the Operations Date, as defined in the Lease, and may be incrementally extended, provided certain conditions are met, for up to a maximum of forty (40) years in total, thereby continuing the term of the Lease to the end of the "extended" Operations Term.
4. The Property is defined as being all those certain lands located in Dairy, Klamath County, State of Oregon, being the same lands acquired by Lessor by virtue of the instrument(s) filed in the records of the aforesaid County at Instrument Number 2020-006704, and identified, on the date hereof, as being county map tax lot number(s) (or equivalent) 3810-02500-01200, containing fifty-five and 00/100 (55.00) acres, more or less, and described, more fully, on Exhibit "A", attached hereto and made a part hereof.
5. The Premises, containing between twelve and 00/100 (12.00) and twenty and 00/100 (20.00) acres, more or less, is defined as being that portion of the Property more fully described on Exhibit "B", attached hereto and made a part hereof.
6. The Easement Area is defined as being that portion of the Property more fully described on Exhibit "C", attached hereto and made a part hereof, and the term of any such easements is coterminous with the term of the Lease.

This Memorandum has been executed for the purpose of providing notice of the existence of the Lease and shall not be considered in any way a modification or alteration of the Lease. All terms and conditions of the Lease are hereby incorporated herein by reference as if fully set forth herein. This Memorandum has been entered into for the sole purpose of placing the Lease of record and shall not be deemed to amend, modify, supplement, or change any of the terms and conditions of the Lease in any respect whatsoever. To the extent of any conflict between this Memorandum and the Lease, the terms of the Lease shall govern and control.

{SIGNATURE PAGE(S) TO FOLLOW}

IN WITNESS WHEREOF, the Lessor and Lessee have hereunto set their hands and official seals the date first written above.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

LESSOR(S):

Jerald and Carol Rogers 2007 Trust uad 10-2-2007

BY: Jerald S. Rogers Trustee

NAME: Jerald S. Rogers, Trustee

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

LESSOR(S):

Jerald and Carol Rogers 2007 Trust uad 10-2-2007

BY: Carol A. Rogers, Trustee

NAME: Carol A. Rogers, Trustee

ATTEST:

Jahcie Ray

NAME: Jahcie Ray

TITLE: Associate Dev Manager

LESSEE:

Chaberton Energy Holdings Inc.

BY: Erica Brinker

NAME: Erica Brinker

TITLE: CCSO

Trust Acknowledgement

STATE OF Oregon

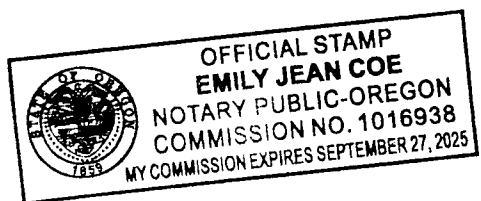
COUNTY OF Klamath

)§:

On the 7 day of September in the year 2023 before me, the undersigned, a notary public in and for said state/commonwealth, personally appeared Jerald S. Rogers and Carol A. Rogers, each of whom holds the capacity of Trustee, for Jerald and Carol Rogers 2007 Trust uad 10-2-2007, a Trust, and that he/she/they in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself/themselves in such capacity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Emily Coe  
Notary Public



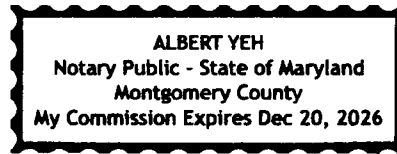
Corporate Acknowledgement

COMMONWEALTH/STATE OF Maryland )  
COUNTY/PARISH OF Montgomery )§:

On the 15th day of August in the year 20 23 before me, the undersigned, a notary public in and for said state/commonwealth, personally appeared Greta Baker, who holds the capacity of CCSO, for **Chaberton Energy Holdings Inc., a Delaware corporation**, and that he/she/they in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself/themselves in such capacity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Albert Yeh  
Notary Public



**Exhibit "A"**  
**PROPERTY**

Attached to and made a part of that certain Solar Energy Lease and Easement Agreement (the. "Lease")  
and Memorandum of Lease Agreement (the. "Memorandum").

dated September 19<sup>th</sup>, 2022.

by and between Jerald S. Rogers and Carol A. Rogers, Trustees of the Jerald and Carol Rogers 2007 Trust  
and 10-2-2007.

and

**Chaberton Energy Holdings Inc.**

Parcel 1 of Land Partition 49-05 on file in the office of the  
County Clerk of Klamath County, Oregon



## Exhibit "B"

### PREMISES

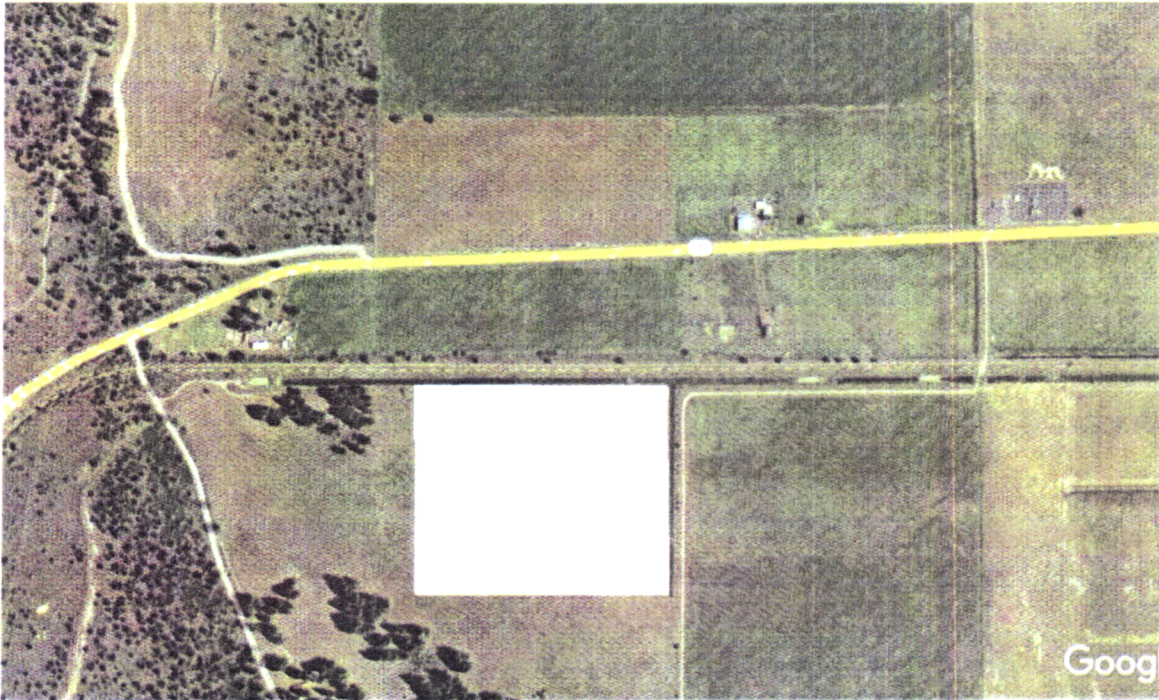
Attached to and made a part of that certain Solar Energy Lease and Easement Agreement (the, "Lease")  
and Memorandum of Lease Agreement (the, "Memorandum"),

dated September 19, 2022,

by and between Jerald S. Rogers and Carol A. Rogers, Trustees of the Jerald and Carol Rogers 2007 Trust  
and 10-2-2007,

and

**Chaberton Energy Holdings Inc.**



THE DEPICTION CONTAINED IN THIS EXHIBIT IS INTENDED TO BE FOR ILLUSTRATIVE PURPOSES ONLY AND DOES NOT  
CONSTITUTE A SURVEYED REPRESENTATION OF THE BOUNDARIES DEPICTED THEREIN. PRIOR TO THE COMMENCEMENT  
OF THE CONSTRUCTION TERM, LESSEE WILL PROVIDE LESSOR WITH A SURVEY OF THE PREMISES, DEPICTING BOTH ITS  
SIZE AND LOCATION. THE FINAL SIZE AND LOCATION OF THE PREMISES IS AT THE SOLE DISCRETION OF LESSEE BUT  
WILL REMAIN WITHIN THE AREA DEPICTED HEREIN.

**Exhibit "C"**  
**EASEMENT AREAS**

Attached to and made a part of that certain Solar Energy Lease and Easement Agreement (the, "Lease")  
and Memorandum of Lease Agreement (the, "Memorandum"),

dated September 19<sup>th</sup>, 2022.

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