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Exhibit B to Agreement

**MEMORANDUM OF LAND LEASE**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Christopher Sampson  
29618 N 69<sup>th</sup> Lane  
Peoria, AZ 85383

PIN:

(Space above this line for Recorder's use only)

MEMORANDUM OF  
LAND LEASE AGREEMENT

THIS MEMORANDUM OF LAND LEASE AGREEMENT ("Memorandum") is made and entered into as of Solana American, LLC., by and between Kurtis Alan Yancey, an individual ("Owner"), and Solana American, LLC, an Arizona limited liability company ("Lessee").

WHEREAS:

A. On the date hereof (the "Effective Date"), the Parties have entered into a Land Lease Agreement (the "Agreement") which by its terms grants to Lessee the exclusive right to lease certain real property which is more particularly described in Exhibit A attached to this Memorandum and incorporated by this reference (the "Property"), for the following uses: renewable energy development and related rights; transmission lines and facilities; monitoring and studying of solar radiation, solar energy and gathering of other meteorological data; access on, over, and across the Property; and to engage in certain other activities related to such uses.

B. The term of the Development Period commences on the Effective Date. The Operating Period automatically commences upon the date immediately following the expiration of the Development Period, and ending on the date that is immediately preceding the date that is [twenty (20)] years following the Commercial Operation Date, subject to the right to extend for 0 additional periods of 0 years each.

C. Owner and Lessee desire to enter into this Memorandum which is to be recorded in order that third parties may have notice of the interests of Lessee in the Property and of the existence of the rights granted to Lessee in the Property as part of the Agreement.

NOW, THEREFORE, in consideration of the payments and covenants provided in the Agreement to be paid and performed by Lessee, Owner hereby grants to Lessee to the exclusive right to lease the Property on the terms and conditions set forth in the Agreement. Without limiting the generality of the foregoing, Owner hereby grants to Lessee the exclusive right to evaluate,

develop and use solar energy found on, below, over, and across the Property (such energy sources herein, the “Renewable Energy Resources”), together with the exclusive right to the free and unobstructed insolation and flow of the Renewable Energy Resources over the entirety of the Property and the entirety of the vertical air space lying above the surface of the Property as set forth in the Agreement, including, without limitation, the exclusive right to: (i) evaluate, develop, use, convert, maintain and capture energy from the Renewable Energy Resources on, below, over, above and across the Property (“Renewable Energy”); (ii) develop the Renewable Energy; (iii) collect, distribute, transmit and sell the energy output from the Renewable Energy; and (iv) engage in any other uses of the Property related to the development of the Renewable Energy. All of the terms, conditions, provisions and covenants of the Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document. As set forth in full in the Agreement, Owner further grants to Lessee certain easements for ingress and egress, utilities, and Transmission Facilities across portions of the adjacent property owned by Owner.

Pursuant to the Agreement, without limiting the foregoing, Owner grants to Lessee an exclusive easement to the free and unobstructed insolation of solar energy over the entirety of the horizontal space and the entirety of the vertical air space lying above the surface of the Solar Lease Area and the Remainder Property (the “Solar Access Easement”). Without limiting the generality of the foregoing, neither Owner nor any person claiming through or authorized by Owner shall (a) engage in any activity on the Remainder Property (whether by planting trees or other vegetation, constructing buildings or other structures, exploiting or preparing to exploit the subsurface property rights or otherwise) that obstructs or impairs the availability of sunlight throughout the entire Solar Lease Area to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) and vertically one hundred and eighty degrees (180°) (or such greater degrees as may be necessary to achieve a vertical angle that extends from the surface of the land in all directions to the opposite surface of the land in opposing directions) from each point within the Solar Lease Area where any Facilities are or may be located at any time or from time to time to the boundaries of the Solar Lease Area, and vertically through all space above the surface of the Solar Lease Area and the Remainder Property, it being the intent of the Parties that such description of angles and distances expanding outward from any one point will result in encompassing all space above the surface of the entire Solar Lease Area and the Remainder Property; or (b) engage in any activity which would cause the introduction of excessive dust for continued and prolonged periods of time onto the Solar Lease Area. For the avoidance of doubt, Owner is granting to Lessee a “solar energy easement” as defined in ORS 105.885(2), and to the extent applicable, the terms of the definition of Solar Access Easement and the rights granted in the Agreement are intended to comply with the requirements set forth in ORS 105.895.

Pursuant to the Agreement, any Mortgagee of Lessee or Lessee’s assignees has certain rights regarding notice and right to cure any default of Lessee under the Agreement, and the right to take possession of the Property, and to acquire the leasehold estate by foreclosure, as well as other rights as set forth in the Agreement.

Notwithstanding the manner in which the Facilities may be installed on the Property or the Easements, or that the Facilities may be regarded as “fixtures” or “accessions” under applicable laws, Owner acknowledges and agrees that the Facilities shall not become a part of the real property comprising the Property or the Easements, and Owner shall have no ownership interest in the Facilities, and Owner hereby waives and disclaims any such interest. The Facilities may not be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered by Owner with Owner’s fee or leasehold interest to the Property. Without limiting the generality of the foregoing,

Owner hereby waives any statutory or common law lien or security interest that it might otherwise have in or to the Facilities or any part thereof, and Owner agrees that, notwithstanding the occurrence of an Event of Default under the Agreement beyond all applicable notice and cure periods (including those granted to Mortgagee), Lessee or Mortgagee (or its designee) may remove the Facilities from the Property and Easements free and clear of any such Owner's lien or interest.

The Agreement provides that the provisions of the Agreement are binding upon and inure to the benefit of Owner and Lessee and each of their respective successors and assigns, subject to the terms and provisions thereof.

All capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement. This Memorandum is subject to all of the terms, covenants and conditions provided in the unrecorded Agreement and in no way modifies the provisions of the Agreement. Should there be any inconsistency between the terms of this Memorandum and the Agreement, the terms of the Agreement shall prevail.

This Memorandum shall be governed by the laws of the State of Oregon.

This Memorandum may be executed in any number of counterparts, each of which when executed and delivered shall be an original, and each such counterpart shall, when combined with all other such counterparts, constitute one agreement binding on the parties hereto.

*[Rest of Page Intentionally Left Blank; Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date set forth above.

Owner:

Kurt A. Yancey  
Kurtis Alan Yancey

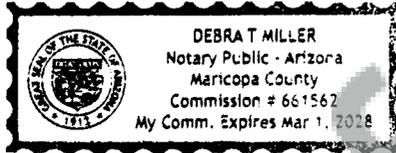
Lessee:

Solana American, LLC,  
an Arizona limited liability company

By: Christopher Sampson

Name: Christopher Sampson

Title: Manager



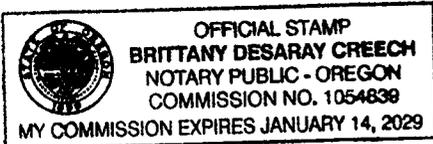
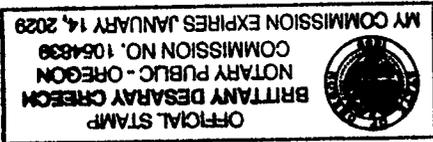
Debra T. Miller 2-11-2026

[Notary Acknowledgements Follow]

State of Oregon  
County of Klamath :

This instrument was acknowledged before me on February 5, 2024 (date) by Kurtis Yancey (name/s of person/s).

Brittany Creech  
(Signature of Notary Public)  
(Seal)

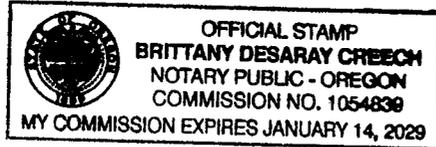


Commonwealth of Oregon :  
County of Klamath :

This instrument was acknowledged before me on February 5, 2019 (date) by  
Kurtis Yancey (name/s of person/s) as  
Owner (type of authority, e.g., officer, trustee, etc.) of  
(name of party on behalf of whom instrument  
was executed).

Brittany Creech  
(Signature of Notary Public)

(Seal)



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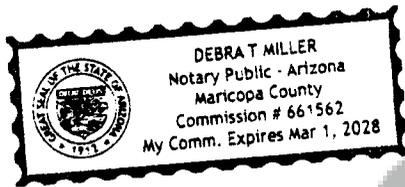
State of Arizona

County of Maricopa

On this 11 day of February, 2026

Christopher Sampson, (name of signer), personally appeared before me, whom I know personally to be the person who signed the above/attached document, and he/she proved he/she signed it. *emir*

(seal)



*Debra T. Miller*

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Notary Public

Unofficial Copy

**Exhibit A to Memorandum of Agreement**

**DESCRIPTION OF PROPERTY**

**A tract of land situated in the N1/2 NW1/4 of Section 25, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:**

**Beginning at a point on the North line of Henley Road, said point being North 00°11'20" East 30.00 feet and South 89°33'00" West 707.00 feet from the Southeast corner of the NE1/4 NW1/4 of said Section 25; thence South 89°33'00" West along the North line of Henley Road, a distance of 1465.54 feet to a 1/2 inch iron rod; thence North 00°39'00" East a distance of 563.83 feet to a 1/2 inch iron rod on the Northwesterly line of the A-4-B lateral; thence North 51°28'00" East on said Northwesterly line a distance of 739.12 feet; thence South 89°58'00" West a distance of 1062.98 feet to the West line of Section 25; thence North 00°14'07" East along said West line a distance of 269.82 feet to the Northwest corner of Section 25; thence South 89°44'2 East along the North line of Section 25 a distance of 1582.80 feet to the Southwesterly right of way line of the Burlington Northern Railroad; thence South 47°56'22" East along said right of way line a distance of 526.45 feet; thence South 01°55'00 West a distance of 922.42 feet to the point of beginning.**

**EXCEPTING THEREFROM that portion conveyed to the United States of America by Deed dated April 26, 1933, recorded June 7, 1933 in Volume 101, page 138, Deed Records of Klamath County, Oregon.**