

THIRD AMENDMENT

This is the Third Amendment to that certain lease by and between the CITY OF SALEM, an Oregon municipal corporation (“Lessor”) and WATTEV SALEM INC., An Oregon corporation (“Lessee”), dated October 9, 2023 (Lease). This Third Amendment is effective on the date last signed by both parties below (the “Execution Date”).

RECITALS:

Whereas, pursuant to the Lease, Lessor leased to Lessee, certain real property located within the Salem Municipal Airport located adjacent to 3111 Airport Drive SE, Salem, Marion County, Oregon, as described in the Lease (the “Premises”);

Whereas, Lessee has one hundred and eighty (180) days from the receipt of due diligence materials to complete its due diligence and investigation of the Property;

Whereas, Lessee was unable to complete its due diligence and investigation of the Property within this one hundred and eighty (180) day time period;

Whereas, the Parties agreed to extend the due diligence and investigation for an additional sixty (60) days;

Whereas, Lessee was unable to complete its due diligence and investigation of the Property within this additional sixty (60) day time period;

Now therefore, in consideration of the mutual benefits and obligations set forth herein, the Parties agree that Section 2.1.1 of the Lease shall be amended as follows:

2.1.1 **Site Due Diligence.** Tenant shall have until October 31, 2024, one hundred eighty (180) days from the receipt of the due diligence materials (“Due Diligence Period”) to perform its due diligence and investigation of the Property and secure its required grants. During the Due Diligence Period, Tenant shall have access to the Property. Upon expiration of the Due Diligence Period, the Security Deposit shall become non-refundable to Tenant and applicable to the funds required under the lease agreement but contingent upon Tenant receiving its required entitlements for Tenants intended use.

Now therefore, except as specifically modified by this Third Amendment to the Lease, the terms and conditions of the Lease remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this Second Amendment to be signed in their respective names by their duly authorized representatives as of the dates set forth below:

LESSOR:
City of Salem

LESSEE:
WattEV Salem Inc.

Keith Stahley, ICMA-CM Date
City Manager

Umar Javed August 15, 2024

Umar Javed Date
President