

SECOND AMENDMENT

This is the Second Amendment to that certain Salem Municipal Airport Ground Lease by and between the CITY OF SALEM, an Oregon municipal corporation (“Landlord”) and WATTEV SALEM, INC., an Oregon corporation (“Tenant”), dated October 9, 2023 (“Lease”)(Landlord and Tenant may each be referred to herein as a “Party” or collectively as the “Parties”). This Second Amendment is effective on the date last signed by both parties below (the “Execution Date”).

RECITALS:

Whereas, pursuant to the Lease, Landlord leased to Tenant, 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, the Lease was later modified by that certain First Amendment dated June 18, 2024;

Whereas, pursuant to Section 9.20 of the Lease, Tenant has caused a survey of the Premises (“Survey”) to be completed by its consultant, AKS Engineering & Forestry, LLC, dated as of July 3, 2024. The resulting Lease Area Description and Lease Area Map have been attached hereto and incorporated herein by reference as “Exhibit A” and “Exhibit B,” respectively; and

Whereas, the Parties now wish to modify certain provisions of the Lease in accordance with the Survey as provided hereinunder.

Now therefore, in consideration of the mutual covenants and agreements of the Parties, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The above Recitals are confirmed to be true and correct and are incorporated into this Second Amendment.
2. Premises. The Parties agree that “Exhibit A” of the Lease shall be replaced by “Exhibit A” and “Exhibit B” of this Second Amendment, collectively. Section 1.1 of the Lease shall then be amended as follows:

“1.1 Premises Description. Landlord leases to Tenant, subject to the terms and conditions of this Lease, the land located at the Airport further described on the Lease Area Description and generally shown on the Lease Area Map, both in “Exhibit A,” which is attached hereto and incorporated herein by reference (“Premises”). The Premises consists of approximately 273,383 square feet. The address of the Premises is **TBD** Airway Drive, SE, Salem, OR 97302.”

3. Rent. The Parties agree that Section 3.1 of the Lease shall be amended as follows:

“3.1 Rent. Tenant shall pay to Landlord “Base Rent” in the annual amount of \$95,684.05,

equating to \$7,973.67 per month. The annual Base Rent is established as follows:

Square footage of the Premises (273,383) x Rental Rate of \$0.35 = Base Rent

The Base Rent shall be adjusted as provided in Section 3.2 of this Lease. All sums other than Base Rent which Tenant must pay Landlord pursuant to this Lease shall be considered Additional Rent. As used in this Lease, "Rent" means the sum of the Base Rent and any Additional Rent."

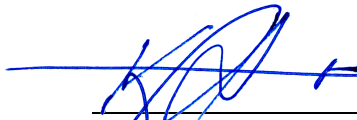
Section 3.1.1 of the Lease shall not be modified.

4. No other Modifications. Except as specifically modified or amended herein, the Lease shall remain unchanged and shall continue in full force and effect.
5. Counterparts; Electronic Signature. The Parties agree that this Second Amendment may be executed in multiple counterparts which, when signed by all Parties, shall constitute a binding agreement. The Parties further agree that this Second Amendment may be executed and/or transmitted by facsimile or other electronic signature, and that any such facsimile or electronic signature shall be binding upon the Party providing such signature as if it were the Party's original signature.


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, but effective as of the Execution Date:

LANDLORD:
City of Salem

TENANT:
WattEV Salem, Inc.


August 15, 2024

Keith Stahley, ICMA-CM Date
City Manager


July 15, 2024

Salim Youssefzadeh Date
CEO



EXHIBIT A

Lease Area Description

A lease area, being a portion of Volume 656, Page 87, Marion County Deed Records, located in the Northeast One-Quarter of Section 12, Township 8 South, Range 3 West, Willamette Meridian, City of Salem, Marion County, Oregon, and being more particularly described as follows:

Commencing at a 5/8 inch iron rod with a yellow plastic cap per Survey Number 21762, Marion County Survey Records, which bears approximately North 87°45'38" West 1646.17 feet and South 02°14'22" West 80.00 feet from the northeast corner of said Section 12; thence South 55°32'58" East 630.02 feet to the Point of Beginning; thence South 21°01'43" East 245.03 feet; thence North 60°26'27" East 98.58 feet to the southerly right-of-way line of Airway Drive SE (40.00 feet from centerline); thence along said southerly right-of-way line on a non-tangent curve to the left (Radial Bearing of North 47°57'38" East) with a Radius of 756.20 feet, a Delta of 01°06'40", a Length of 14.67 feet, and a Chord of South 42°35'42" East 14.67 feet; thence leaving said southerly right-of-way line, South 21°01'43" East 554.65 feet; thence South 22°34'47" West 184.26 feet; thence North 51°40'59" West 525.34 feet; thence North 51°03'22" West 279.13 feet; thence North 40°03'08" East 493.24 feet to the Point of Beginning.

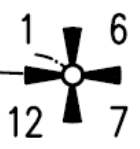
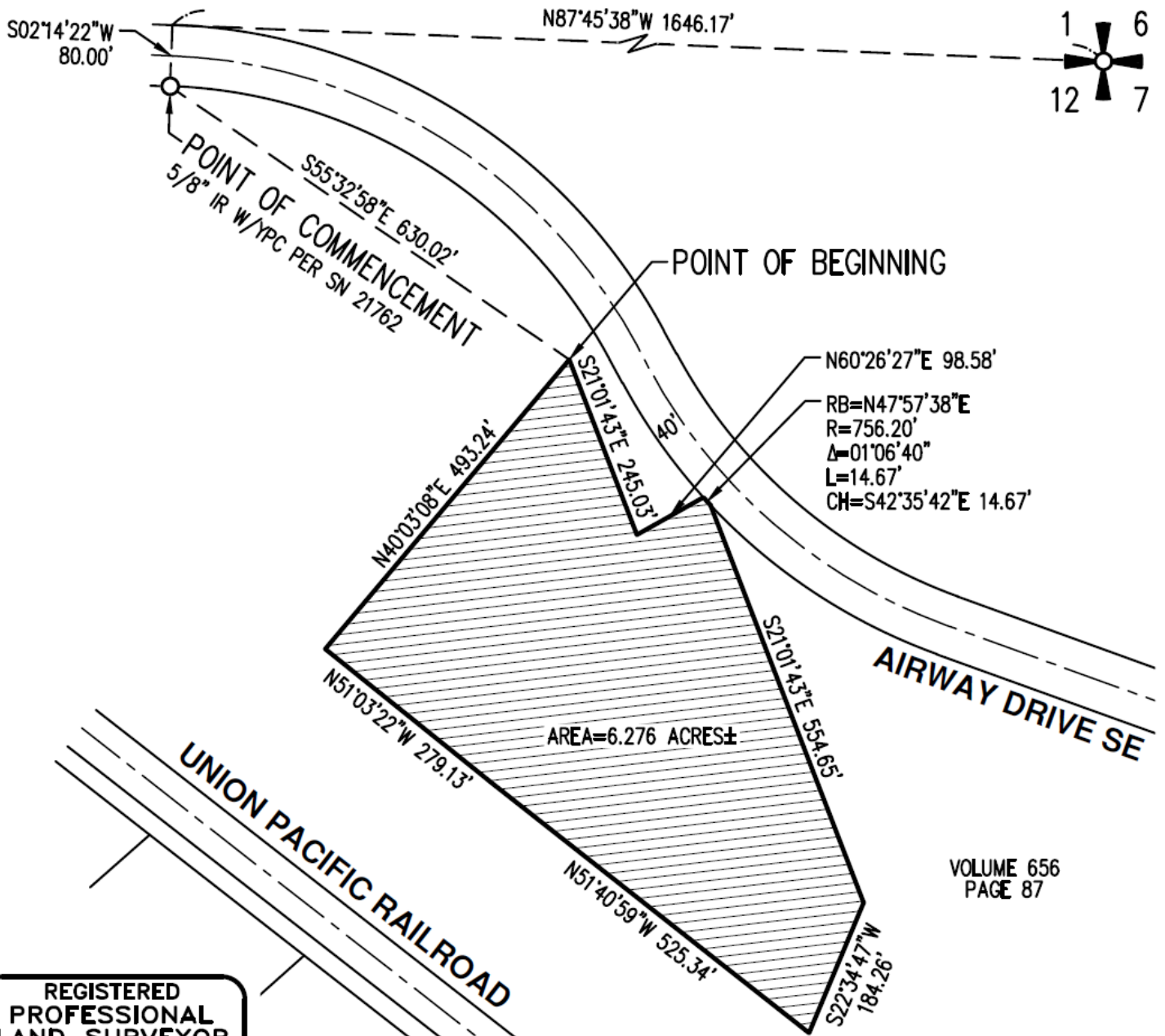
The above described lease area contains 6.276 acres, more or less.

Bearings for this description are based on the Oregon State Plane Coordinate System of 1983, North Zone, NAD83(2011) Epoch: 2010.00.



EXHIBIT B

A LEASE AREA LOCATED IN THE NORTHEAST 1/4 OF SECTION 12,
TOWNSHIP 8 SOUTH, RANGE 3 WEST, WILLAMETTE MERIDIAN,
CITY OF SALEM, MARION COUNTY, OREGON



**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

DIGITALLY SIGNED
07/03/2024 1:05:10 PM

OREGON
NOVEMBER 9, 2021
JOSEPH F. SULLIVAN
86458LS

RENEWS: 6/30/2026

PREPARED FOR

WATTEV SALEM INC.
444 W OCEAN BOULEVARD, SUITE 1250
LONG BEACH, CA 90802

SCALE: 1" = 200 FEET



VOLUME 656
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AKS ENGINEERING & FORESTRY, LLC
3700 RIVER RD N, STE 1
KEIZER, OR 97303
503.400.6028 WWW.AKS-ENG.COM



LEASE AREA MAP

TL083W12A 00500	
DRWN: WCB	CHKD: JFS
AKS JOB: 10852	EXHIBIT B