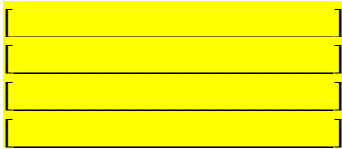


CHARLIE LEE SOLAR LETTER OF INTENT

May 25, 2021

SynerGen Solar, LLC
600 Reisterstown Road, Suite 310
Pikesville, MD 21208



RE: Letter of Intent to enter into Ground Lease

Dear [REDACTED]:

This letter of intent ("Letter of Intent") sets forth certain preliminary understandings, as of the date hereof, between SynerGen Solar, LLC ("Tenant") and City of Alamogordo, LLC ("Landlord"). Landlord and Tenant are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

1. Proposed Transaction. Landlord is the owner of a parcel of land consisting of approximately 35.62 acres of land, as more fully described in Exhibit A (the "Property"). Tenant desires to enter into with Landlord a lease of, or option to lease, the Property, consistent with the terms described in Exhibit B ("Term Sheet"). Such proposed transaction is defined as the "Proposed Transaction".

2. Exclusivity. Landlord agrees that for a period commencing on the date hereof and continuing until three hundred and sixty-five (365) days after the date hereof (such period, "Exclusivity Period"), Landlord shall not engage in any activity, directly or indirectly, the purpose, intent, or foreseeable effect or result of which would be the solicitation, negotiation, or agreement to terms and conditions, whether binding or non-binding, regarding the lease of or option to lease the Property to any party other than Tenant or its affiliates.

3. Termination. This Letter of Intent will automatically terminate on the earliest to occur of (i) the date of execution of a lease, or option to lease, between Tenant (or its applicable affiliate) and Landlord with respect to Property; (ii) 5:00 p.m. on the last day of the Exclusivity Period.

4. Entire Agreement. This Letter of Intent sets out the Parties' entire understanding as of this date with respect to the Proposed Transaction, and there are no other written or oral agreements or understandings among the Parties with respect to the Proposed Transaction.

5. Governing Law. This Letter of Intent shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to the choice of law rules thereof that would result in the application of the laws of any other jurisdiction.

6. Counterparts; Facsimile and PDF Signatures. This Letter of Intent may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

7. Legal Effect of Letter of Intent. The Parties understand that this Letter of Intent constitutes a non-binding statement of the Parties' respective intentions with respect to the Proposed Transaction and does not contain all matters upon which agreement would need to be reached in order for the Proposed Transaction to be consummated. Nothing in this Agreement shall create a joint venture, partnership or establish a relationship of principal and agent or any other fiduciary relationship between or among any of the Parties. Notwithstanding the foregoing, the Parties acknowledge and agree that Sections 2 through 7 create, and are intended to create, binding legal and contractual obligations of the Parties.

[Signature Page Follows]

If the foregoing terms and conditions are satisfactory to you and reflect your understanding with respect to the matters referred to in this Letter of Intent, please sign and date the enclosed copy of this Letter of Intent where indicated below and return such copy, as so signed and dated, to the undersigned no later than May 31, 2021. Please note that the offer set forth herein will only remain open until such date.

Very truly yours,

SYNERGEN SOLAR, LLC

By: _____

Name: Hillel Halberstam

Title: Managing Member

Accepted and agreed this ___ day of _____, 2021:

[_____]

By: _____

Name: _____

Title: _____

EXHIBIT A
The Property

Landlord to insert

EXHIBIT B
Term Sheet

Landlord:..... [REDACTED]
Tenant:SynerGen Solar, LLC
Lease Rate\$500/acre
Annual Escalator:2% per year
Term:Twenty Five (25) years