ROYALTY AGREEMENT

THIS ROYALTY AGREEMENT (this "***Agreement***"), dated , 2026 (the "***Effective Date***"), is entered into by and among _____ , whose address is _____ (the "***Landowner***"), **ROBERT B. ROSENBERG, TRUSTEE OF THE PHANTOM TRUST**, whose address is 3857 Birch St., Suite 3312, Newport Beach, CA 92660 ("**Robert**") and _____ ("**Party 2**") (Robert and Party 2 may individually be referred to hereafter as a "***Consultant***" and shall be collectively referred to as the "***Consultants***"). Hereafter, the Landowner, and the Consultants may individually be referred to as a "Party" and shall be collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Landowner owns _____ acres of real property in _____ County, _____ (the "***Property***"); and

WHEREAS, the Landowner desires to utilize a company that will provide the infrastructure required to support solar energy projects on the Property, which shall include but not be limited to Solar Panels, Data Centers, Battery Backup Systems, Sub-Stations and any and all sources of Energy that the Solar Energy Contact (as hereafter defined) offers to landowners (individually, a "***Project***" and collectively the "***Projects***");

WHEREAS, the Consultants have introduced the Landowner to "Solar Energy Contact", a company which specializes in renewable energy projects (the "***Solar Energy Contact***"), and

WHEREAS, the Landowner and the Solar Energy Contact are currently negotiating the terms for a Project or Projects; and

WHEREAS, this Agreement sets forth the terms and conditions by which the Consultants shall be compensated in the event that a Project comes to fruition.

NOW, THEREFORE, in consideration of the foregoing premises, and of the mutual covenants and undertakings contained herein, and for such other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement hereby agree as follows:

ARTICLE I
DUTIES

1.1 Duties. The Consultants shall attempt to work with the Landowner and the Solar Energy Contact to develop Projects on the Property and shall assist in facilitating the Projects.

2.2 Standard of Conduct. In rendering their duties under this Agreement, the Consultants shall conform to high professional standards of work and business ethics.

ARTICLE 2
INDEPENDENT CONTRACTOR

2.1 Independent Contractor. Each Consultant is an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with, the Landowner. The manner in which the Consultant's services are rendered shall be within the Consultants' sole control and discretion. The Consultants are not authorized to speak for, represent, or obligate the Landowner in any manner without the prior express written authorization from the Landowner.

2.2 Taxes. Each Party shall be responsible for all taxes arising from compensation and other amounts paid to them under this Agreement.

2.3 Benefits. The Consultants will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan of the Landowner.

ARTICLE 3
ROYALTY

Per the terms of a separate agreement, the Landowner and the Solar Energy Contact will split the net profits from each Project equally (the "***Project Fee***"). The Landowner's portion of each Project Fee will be paid in escrow to The McColl Law Firm LLC, who shall serve as paymaster for all the Parties (the "***Paymaster***"). The Paymaster will then disburse 80 percent of each Project Fee received to the Landowner and 20 percent to the Consultants as a royalty (the "***Royalty***"). The following example is meant to illustrate how this provision is to work:

Assume that a Project Fee for the year (assuming payout on net profits is paid yearly) is $200,000.00. The Landowner's portion of the Project Fee would be $100,000.00. This amount would be paid to the Paymaster, who would then disburse $80,000.00 to the Landowner and $20,000.00 to the Consultants as the Royalty, less applicable fees of the Paymaster (.0025 percent).

By its signature below, the Paymaster agrees to accept and disburse payments pursuant to the terms of this Agreement. The Parties agree that they will execute a standard paymaster and escrow agreement with the Paymaster.

The Consultants shall remain entitled to receive the Royalty from any rolls and extensions and all renewals of any contract between the Landowner and the Solar Energy Contact.

ARTICLE 4
TERM AND TERMINATION

4.1 Term. This Agreement shall commence on the Effective Date. It shall continue in full force and effect so long as the Solar Energy Contact is operating a Project on the Property under an agreement with the Landowner (including any amendments or rolls and extensions).

4.2 Survival. The provisions of Articles 5, 6 and 8 of this Agreement, and any payment obligations that arose before the termination, shall survive the termination of this Agreement for any reason, and remain in full force and effect thereafter.

ARTICLE 5
NON-CIRCUMVENTION; CONFIDENTIALITY

5.1 Non-Circumvention. For a period of five (5) years after the termination of this Agreement (the "**Termination Period**"), without the express written consent of each Consultant, the Landowner will not attempt to do business with or otherwise solicit the Solar Energy Contact for the purpose of establishing a Program on the Property, the result of which would be to circumvent the Consultants and prevent them from realizing or recognizing the Royalty owed hereunder. If such circumvention were to occur during the Termination Period, the Consultants shall be entitled to the Royalty owed from such a transaction as is otherwise provided by this Agreement.

5.2 Confidentiality. Each Party agrees that it will hold in strict confidence and not disclose the "Confidential Information" of the other Party to any third party and to use the Confidential Information of the other Party for no purpose other than the purposes expressly permitted by this Agreement. Each Party shall maintain the confidentiality and prevent accidental or other loss or disclosure of any Confidential Information of the other Party with at least the same degree of care as it uses to protect its own confidential information but in no event with less than reasonable care. A Party's obligations of confidentiality under this Agreement shall not apply to information which such Party can document (i) is in the public domain without the breach of any agreement or fiduciary duty or the violation of any law, (ii) was known to the Party prior to the time of disclosure without the breach of any agreement or fiduciary duty or the violation of any law, (iii) is independently developed by the Party prior to receiving such confidential information without reference to any confidential information, (iv) is required to be disclosed pursuant to a judicial order, a requirement of a governmental agency or by operation of law, provided that such Party gives the Party whose information is to be disclosed written notice of any such requirement immediately after learning of any such requirement, and takes all reasonable measures to avoid or limit disclosure under such requirements and to obtain confidential treatment or a protective order and has allowed such the non-disclosing Party to participate in the proceeding. Upon written request by any Party hereto, the other Party shall promptly return all documents and other tangible materials representing the requesting Party's confidential information and all copies thereof.

5.3 Intentionally Left Blank.

5.4 Definitions.

(a) "Confidential Information" means information not generally known and proprietary to a Party to whom it is disclosed, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, financial information, list of employees, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials, or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of a Party, any vendor names, customer and supplier lists, databases, management systems and development and marketing plans of a Party, any confidential secret development or research work of a Party, or any other confidential information or proprietary aspects of the business of a Party.

(b) "Person" means an individual and the heirs, executors, administrators, legal representatives, successors and assigns of such individual where the context so requires; and an

Entity and the successors and assigns of such Entity where the context so requires; and, unless the context otherwise requires, the singular shall include the plural, and the masculine gender shall include the feminine and neuter and vice versa. "Entity" means any general partnership, limited partnership, limited liability partnership, corporation, limited liability company, joint venture, trust, business trust, estate, cooperative or other association or business entity.

ARTICLE 6
RIGHTS AND DATA

All drawings, models, designs, formulas, methods, documents, and tangible items prepared for and submitted to the Landowner by the Consultants in connection with the services rendered under this Agreement shall belong exclusively to the Consultants.

ARTICLE 7
[RESERVED]

ARTICLE 8
RIGHT TO INJUNCTIVE RELIEF

Each Party acknowledges that the terms of Articles 5 and 6 of this Agreement are reasonably necessary to protect the legitimate interests of each Party, are reasonable in scope and duration, and are not unduly restrictive. Each Party further acknowledges that a breach of any of the terms of Articles 5 and 6 of this Agreement will render irreparable harm to the non-breaching Party, and that a remedy at law for breach of the Agreement is inadequate, and that the non-breaching Party shall therefore be entitled to seek any and all equitable relief, including, but not limited to, injunctive relief, and to any other remedy that may be available under any applicable law or agreement between the Parties.

ARTICLE 9
GENERAL PROVISIONS

9.1 Construction of Terms. If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.

9.2 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the State of California.

9.3 Complete Agreement. This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the Parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.

9.4 Modification. No modification, termination, or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the Party against whom the same is sought to be enforced.

9.5 Waiver of Breach. The waiver by a Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any other or subsequent breach by the Party in breach.

9.6 Successors and Assigns. This Agreement may not be assigned by either Party without the prior written consent of the other Party; provided, however, that the Agreement shall be assignable by the Landowner without the Consultants consent in the event the Landowner is acquired by or merged into another corporation or business entity. The benefits and obligations of this Agreement shall be binding upon and inure to the Parties hereto, their successors and assigns.

9.7 No Conflict. Each Consultants warrants that the Consultant has not previously assumed any obligations inconsistent with those undertaken by the Consultants under this Agreement.

9.8 Notice. Any notice under this Agreement shall be deemed given on the date it is hand delivered or on the third business day following the mailing of any such notice, postage paid to the address set forth above.

9.9 Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one (1) and the same Agreement. The Parties mutually agree to accept the other Party's electronic signature of this Agreement, and to be bound by its own electronic signature of this Agreement.

9.10 Identity of Solar Energy Contact. Upon execution of an agreement between the Landowner and the Solar Energy Contact, this Agreement will be amended to identify the contract and the date of the agreement between the Landowner and the Solar Energy Contact.

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

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement on and as of the Effective Date, intending to be legally bound thereby.

THE LANDOWNER:

_____

Name:
Title:
Phone:

THE CONSULTANTS:

Robert:

_____

Robert B. Rosenberg
Trustee - (Phantom Trust)
(714) 290-1234

Party 2:

_____

AGREED AND ACKNOWLEDGED:

THE PAYMASTER:

The McColl Law Firm, LLC, a
Missouri limited liability company
(314) 458-0823

By:_____
Mark A. McColl, Member