

RENEWABLE ENERGY EASEMENT AGREEMENT

THIS RENEWABLE ENERGY EASEMENT AGREEMENT (this “*Agreement*”) is made effective and entered into as of _____, 2025 (the “*Effective Date*”), by and between PASHA AUTOMOTIVE SERVICES, a California corporation (“*Grantor*”), and CATALYZE NATIONAL CITY TERMINAL AVENUE MICROGRID, LLC, a California limited liability company (“*Grantee*”). Grantor and Grantee may be referred to hereinafter collectively as the “*Parties*,” and individually as a “*Party*.”

RECITALS

A. WHEREAS, San Diego Unified Port District (“*Owner*”) owns a building known as Warehouse 24-B comprised of approximately ±334,513 square feet (the “*Building*”) located on certain real property along Terminal Avenue, in National City, in San Diego County, State of California, known as San Diego County Tax ID No. 760-045-58-00, as more particularly described in a deed dated December 21, 1994 and recorded on December 28, 1994 in the San Diego County Recorder’s Office as Document No. 1994-0735221 (the “*Property*”);

B. WHEREAS, pursuant to that certain Terminal Operator Agreement bearing San Diego Unified Port District Clerks Document No. 57251 (the “*TOA*”) Grantor has been granted the preferential, non-exclusive use of the Building and certain portions of the Property, as more particularly described therein from Owner (the “*TOA Property*”).

C. WHEREAS, Owner has granted Grantor an Easement Agreement effective as of March 14, 2025 and bearing San Diego Unified Port District Clerk Document No. _____ (the “*Master Easement*”), with easement rights on and over a certain portion of the Building specified therein as the “Easement Area” (herein, the “*Easement Property*”) for the placement of solar panels, electrical conduit, and related improvements, along with specified appurtenant rights.

D. WHEREAS, Grantee desires to use the Easement Property to install, own, maintain, and operate solar photovoltaic generation and battery energy storage equipment; and

E. WHEREAS, Grantor is willing to grant the right to use the Easement Property and grant such appurtenant rights to Grantee for such purposes, all on and subject to certain terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

AGREEMENT

SECTION 1. **DEFINITIONS**

The following capitalized terms, when used in this Agreement, shall have the following meanings:

“*Actual Damages*” has the meaning set forth in Section 14(a).

“*Agreement*” has the meaning in the preamble hereof.

“*Agreement Payment*” has the meaning set forth in Section 4(a).

“**Affiliate**” means, with respect to any Person, such Person’s general partner or manager, or any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.

“**Anticipated Commercial Operation Date**” has the meaning set forth in Section 3(b).

“**Applicable Law**” means any Law that is applicable to a Party to this Agreement, the transactions described herein, the Renewable Energy Facility or the Easement Property.

“**Appurtenant Rights**” has the meaning set forth in Section 2(a).

“**Building**” has the meaning set forth in Recital A hereof.

“**Claims**” has the meaning set forth in Section 10(f).

“**Commercial Operation**” means that (a) Grantee has obtained all necessary licenses, Permits and approvals under Applicable Law for the installation and operation of the Renewable Energy Facility, (b) the Renewable Energy Facility has been installed in accordance with all Applicable Laws and applicable Permits and is connected to the Utility distribution system, (c) if applicable, and to the extent required, the Utility has approved interconnection with its distribution system to allow regular, daily operation of the Renewable Energy Facility, (d) the Renewable Energy Facility is ready and able to generate and supply electricity to the Utility distribution system on a continuous basis, and (e) an independent certified engineer acceptable to both Parties has inspected the Renewable Energy Facility installation and provided and Engineer’s Certificate.

“**Commercial Operation Date**” means the date designated by Grantee in accordance with Section 3(b) as the date on which the Renewable Energy Facility has achieved Commercial Operation.

“**Contract Year**” has the meaning set forth in the PPA.

“**Decommissioning Obligations**” has the meaning set forth in Section 7(e).

“**Decommissioning Period**” has the meaning set forth in Section 3(a)(iv).

“**Default**” has the meaning set forth in Section 14(a).

“**Development Period**” has the meaning set forth in Section 3(a)(i).

“**Easement Property**” has the meaning set forth Recital C, as further defined in Section 2(a).

“**Emergency**” has the meaning set forth in Section 7(b)(iii).

“**Emergency Repairs**” has the meaning set forth in Section 7(b)(iii).

“**Engineer’s Certificate**” means a written certificate prepared and signed by an independent certified engineer acceptable to both Parties that the Facility has been installed and is working and reliable in accordance with such methods, acts, guidelines and criteria generally accepted or followed by the photovoltaic solar and battery energy storage industries in the United States, including any requirements established by local energy laws.

“Environmental Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System or the System’s displacement of conventional energy generation, including, without limitation (a) any avoided emissions to the air, soil or water of pollutants such as sulfur oxides, nitrogen oxides, carbon monoxide and other pollutants; (b) any avoided emissions of carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride or other greenhouse gases that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the climate by trapping heat in the atmosphere; and (c) the reporting rights related to such avoided emissions, including, without limitation, Renewable Energy Certificates Green Tag Reporting Rights and renewable energy credits. Environmental Attributes do not include Environmental Incentives, net metering credits provided by the LDC, or Tax Credits. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, Green-e® products, and any future credits, benefits, emissions reductions, offsets and allowances that may be proposed, enacted, determined or recognized after the Effective Date.

“Environmental Incentives” means any and all credits, rebates, subsidies, payments or other incentives that relate to self-generation of electricity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from the LDC, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority.

“Environmental Laws” means all applicable federal, state and local Laws, statutes, codes, ordinances, by-laws, regulations, rules, standards, codes of practice, directives, decisions, judgments, orders or directions, judicial or administrative decrees, consents, awards, covenants and restrictions, governing safety and health, protection of the environment, and/or use, handling, disposal and releases or potential releases of Hazardous Substances, including without limitation: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq., as amended.

“Exclusive Uses” has the meaning set forth in Section 9(c).

“Fair Market Value” shall mean the fair market value of the Renewable Energy Facility as determined by agreement of the Parties or by an appraiser selected by Grantee with the consent of Grantor (which shall not be unreasonably withheld, delayed or conditioned) who is qualified to appraise the fair market value of the Renewable Energy Facility, has experience appraising the value of such facilities and is not directly or indirectly affiliated with either Party. Except as the Parties may otherwise agree, any such appraiser shall employ a methodology designed to determine fair market value of the Renewable Energy Facility in compliance with United States Department of the Treasury and Internal Revenue Service (IRS) guidelines and regulations and with the requirements set forth by the Uniform Standards of Professional Appraisal Practice (USPAP) for a Summary Report.

“Financing Party” or **“Financing Parties”** has the meaning set forth in Section 13(a).

“Force Majeure” means any event or circumstance that actually prevents a Party from performing its obligations under this Agreement, which event or circumstance (a) is not within the reasonable control, and is not the result of the negligence, of the Party claiming Force Majeure, and (b) by the exercise of reasonable due diligence, such Party is unable to overcome or avoid or cause to be avoided. Subject to the foregoing, **“Force Majeure”** may include but is not limited to the following acts or events: natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party claiming Force Majeure; acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; strikes or labor disputes; and acts, failures to act or orders of any kind of any Governmental

Authorities acting in their regulatory or judicial capacity. “*Force Majeure*” does not include (x) changes in market conditions that affect the cost of supplies or financing, or that affect demand or price for power; or (y) any labor strikes, slow-downs or stoppages, or other labor disruptions against a Party’s contractors or subcontractors.

“*Governmental Authority*” means any international, national, federal, state, municipal, county, regional or local government, administrative, judicial or regulatory entity, and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

“*Grantee*” has the meaning set forth in the preamble hereof.

“*Grantee Parties*” has the meaning set forth in Section 10(f).

“*Grantor*” has the meaning set forth in the preamble hereof.

“*Grantor Mortgage*” has the meaning set forth in Section 15(a).

“*Grantor Mortgages*” has the meaning set forth in Section 15(a).

“*Green Tag Reporting Rights*” means the rights of an entity to report the ownership of accumulated Green Tags in compliance with Applicable Laws, and to a federal or state agency or any other party, and include, without limitation, Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program.

“*Hazardous Substances*” will mean flammable substances, explosives, radioactive materials, asbestos, asbestos-containing materials, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum, petroleum products, and any “hazardous” or “toxic” material, substance or waste that is defined by those or similar terms or is regulated as such under any applicable Laws (including Environmental Laws).

“*Indemnified Parties*” has the meaning set forth in Section 10(e).

“*Law*” means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen.

“*Master Easement*” has the meaning set forth in Recital C hereof.

“*Master Easement Term*” means the period commencing on the effective date of the Master Easement and ending on December 31, 2040.

“*Master Easement Term Extension*” means either (a) an extension or renewal of the Master Easement Term or (b) a replacement or substitute Master Easement, on terms reasonably satisfactory to Grantor, with a term commencing upon the expiration of the Master Easement Term.

“*Master Term Extension*” means, collectively, the Master Easement Term Extension and the TOA Term Extension.

“*Non-Payment Default*” has the meaning set forth in Section 14(b).

“*Notice of Termination*” has the meaning set forth in Section 14(a).

“*Operations Period*” has the meaning set forth in Section 3(a)(ii).

“*Option Purchase Date*” has the meaning set forth in Section 3(c)(iv).

“*Owner*” has the meaning set forth in Recital A hereof.

“*Owner Parties*” has the meaning set forth in Section 10(f).

“*Party*” or “*Parties*” has the meaning set forth in the preamble hereof.

“*Payment Default*” has the meaning set forth in Section 14(b).

“*Permitted Use*” means the installation, construction, interconnection, maintenance, ownership, operation, repair, replacement, upgrade and Decommissioning of the Renewable Energy Facility and the production, storage, delivery and sale of electricity produced by the Renewable Energy Facility and/or associated Renewable Energy Attributes and for all other purposes necessary or incidental thereto.

“*Person*” means an individual, general or limited partnership, corporation, municipal corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority, limited liability company, or any other entity of whatever nature.

“*Power Purchase Agreement*” or “*PPA*” means any agreement entered into by and between Grantee and Grantor pursuant to which Grantee agrees to sell electricity generated by the Renewable Energy Facility to Grantor.

“*Property*” has the meaning set forth in Recital A hereof.

“*Purchase Option*” has the meaning set forth in Section 3(c)(iv).

“*Purchase Price*” has the meaning set forth in Section 3(c)(iv).

“*Remainder Property*” means the remaining portion of the TOA Property less the Easement Property.

“*Renewable Energy Attributes*” has the meaning set forth in Section 6.

“*Renewable Energy Certificate*” means a tradeable, contractual instrument that represents the full suite of attributes of 1 megawatt-hour of renewable energy generation on the electricity grid.

“*Renewable Energy Facility*” means the array of solar energy collection cells, panels, mirrors, lenses and related facilities and equipment to harness sunlight for photovoltaic energy generation, including without limitation, existing and/or future technologies used or useful in connection with the generation of electricity from sunlight, and all associated support structures, bracing, wiring, plumbing and related equipment and/or also all electrical transmission, distribution, storage, communication and related equipment and facilities including without limitation, inverters, transformers and facilities for interconnection with the Utility, to be installed by Grantee on the Easement Property, as more particularly described in Exhibit A, attached hereto and made a part hereof.

“*Renewal Period*” has the meaning set forth in Section 3(a)(iii).

“**Rooftop**” will mean the applicable portions of the roof of the Building designated by Grantor as the space for the Renewable Energy Facility.

“**SNDA**” has the meaning set forth in Section 15(a).

“**Solar Access Easement**” has the meaning set forth in Section 2(a).

“**Stop Date**” has the meaning set forth in Section 3(c).

“**Tax Credits**” means any and all (a) investment tax credits, (b) production tax credits and (c) similar tax credits, grants or other tax benefits under Applicable Laws relating to the construction, ownership or production of energy from the System.

“**Term**” has the meaning set forth in Section 3(a).

“**Termination Payment**” has the meaning set forth in the PPA.

“**TOA**” has the meaning set forth in Recital B hereof.

“**TOA Property**” has the meaning set forth in Recital B hereof.

“**TOA Term**” means the period commencing on the effective date of the TOA and ending on December 31, 2040.

“**TOA Term Extension**” means either (a) an extension or renewal of the TOA Term or (b) a replacement or substitute TOA, on terms reasonably satisfactory to Owner, with a term commencing upon the expiration of the TOA Term.

“**Uncured Default**” has the meaning set forth in Section 14(a).

“**Utility**” means San Diego Gas and Electric Co, or any successor entity.

SECTION 2. EASEMENT; APPURTENANT RIGHT; UTILITY EASEMENT

(a) Easement and Appurtenant Rights. Subject to the terms and conditions contained in this Agreement, Grantor hereby grants to Grantee, from the Effective Date and through the remainder of the Term, a sub-easement on, over, across, to, and through a certain portion of the Rooftop, and certain other areas on the TOA Property, consisting of approximately **194,216 square feet of space**, all as specifically identified in Exhibit A for the installation, operation and maintenance, at Grantee's sole cost and expense, of the Renewable Energy Facility shown on the site plan attached hereto as Exhibit A (collectively, the “**Easement Property**”). Throughout the Term of this Agreement, Grantor hereby additionally grants Grantee: (i) a non-exclusive easement and right of way over, across, to, and through the TOA Property, including without limitation the Building, including all elevators, stairways or other access points of egress and ingress for purposes of accessing the Rooftop for the Permitted Use described herein, over routes to be determined by Grantor and modified in Grantor’s discretion (ii) a non-exclusive easement to use portions of TOA Property for the placement, storage and parking of equipment, materials and vehicles during construction, maintenance and repair of the Renewable Energy Facility and during the Decommissioning Period at such specific locations to be determined by Grantor and modified in Grantor’s discretion; (clauses (i) and (ii) collectively, the “**Appurtenant Rights**”), and (iii) an restrictive solar access easement over Grantor’s interest in the TOA Property, coterminous with the Term of this Agreement, that ensures no objects, structures or improvements that would materially adversely interfere with the function or operation

of the Renewable Energy Facility by impeding insolation are erected on the Rooftop or any other portion of the TOA Property (including without limitation, any use that causes the emission of suspended particulate matter, smoke or other airborne in a manner that materially impedes insolation), by Grantor or any other party authorized to use the TOA Property by or through Grantor (clause (iii), the “**Solar Access Easement**”). The Appurtenant Rights and Solar Access Easement granted from Grantor to Grantee hereunder shall burden the TOA Property and benefit the Easement Property and shall run with the land for the Term hereof. In exercising the rights granted hereunder, Grantee shall ensure that its exercise of its rights hereunder does not unreasonably interfere with Grantor’s or any other party’s use of the Easement Property and the TOA Property. The Parties agree and acknowledge that the easement rights granted hereunder with respect to the Easement Property are conveyed to Grantee on a non-exclusive basis; *provided, however*, that Grantor expressly covenants, agrees and acknowledges that: (1) it shall not cause, nor shall it permit to be caused, any unreasonable interference with, or use of the Easement Property that is inconsistent with, the use and enjoyment of the Easement Property and the Appurtenant Rights by Grantee, its Affiliates, successors and permitted assigns, and each of its and their respective contractors, agents, and employees, with respect to the Permitted Uses under this Agreement; (2) it shall not cause, nor shall it permit to be caused, any impacts or interference to the Solar Access Easement as may be reasonably expected to have a material adverse impact on production from or operation of the Renewable Energy Facility; and (3) no third party under any circumstance shall have rights to the Exclusive Uses granted to Grantee hereunder with respect to its use and enjoyment of the Easement Property.

(b) Utility Easement. Notwithstanding Grantee’s Exclusive Uses, at the request of the Utility, Grantor shall grant an easement to the Utility, for a period co-terminus with and irrevocable during the Term (or for such longer term if required by the Utility in keeping with its standard practice), for access, ingress, egress, construction and maintenance of utilities and related rights to the Easement Property and/or the Appurtenant Rights areas over, across and through TOA Property, subject to reasonable terms and restrictions determined by Grantor. The granting of such easement shall be subject to, and shall not be effective without, the prior written consent of Owner.

(c) TOA and Master Easement. This Agreement is expressly made subject and subordinate to the provisions of the TOA and the Master Easement Agreement copies of which are attached hereto as Exhibit C. If any of the express provisions of this Agreement shall conflict with any of the provisions of the TOA or Master Easement, the provisions of the TOA and Master Easement shall govern. This Agreement is expressly conditioned upon obtaining the written consent of Owner and the written consent of any mortgagee, ground lessor or other third party required under the TOA, that is disclosed to Grantee.

SECTION 3. TERM; EARLY TERMINATION

(a) Term. The term of this Agreement shall commence on the Effective Date and continue, unless sooner terminated in accordance with the provisions hereunder, through the Development Period, the Operations Period, the Renewal Periods (if exercised), and the Decommissioning Period (collectively, the “**Term**”). In connection with the foregoing, the Parties covenant and agree as follows:

- (i) The “**Development Period**” means the period commencing on the Effective Date and expiring on the Commercial Operation Date.
- (ii) The “**Operations Period**” means the period commencing on the Commercial Operation Date and expiring on July 4, 2040.
- (iii) Provided Grantee is not then in Default hereunder or under the PPA, and provided further that Grantor and Owner have secured a Master Term Extension and provided written notice to Grantee of the same, Grantee shall be entitled to renew the Operations

Period for (1) one (1) additional period commencing on July 5, 2040 and expiring on the twenty-fifth (25th) anniversary of the Commercial Operation Date, and (2) one (1) additional period of five (5) years commencing upon the expiration of the first Renewal Period and expiring on the thirtieth (30th) anniversary of the Commercial Operation Date (each, a “**Renewal Period**”). Grantee shall exercise the Renewal Period by providing written notice to Grantor thereof on or before thirty (30) days prior to the expiration of the Operations Period or first Renewal Period, as the case may be applicable. All terms and conditions of this Agreement shall be and remain in full force in effect during the Renewal Periods if any.

- (iv) The “**Decommissioning Period**” means the period commencing upon the expiration or early termination of the Development Period, the Operations Period, or then-current Renewal Period, as the case shall be applicable, and expiring sixty (60) days thereafter; *provided that* the Decommissioning Period may be (1) extended automatically on a day-for-day basis by reason of Force Majeure and/or as may be required or reasonably necessary for Grantee to seek and obtain Governmental Approvals pertaining to its Decommissioning Obligations, or (2) sooner terminated on the date in which Tenant completes its Decommissioning Obligations hereunder. Notwithstanding the foregoing, in the event this Agreement is terminated pursuant to Section 3(c)(i) below prior to Grantee’s commencement of construction of the Renewable Energy Facility, or pursuant to Section 3(c)(iv) below following Grantor’s exercise of its Purchase Option, there shall be no Decommissioning Period; Grantee shall have no Decommissioning Obligations; and the Term of this Agreement shall terminate and expire upon the date of termination under Section 3(c)(ii) or (c)(iv), as applicable. This Section 3(a)(iv) shall control over anything to the contrary contained in this Agreement.

(b) Commercial Operation Date. The Parties each acknowledge that the date on which Grantee expects to achieve Commercial Operation for the Renewable Energy Facility will be on or about December 31, 2025 (the “**Anticipated Commercial Operation Date**”). If Grantee anticipates that the Commercial Operation Date will not be achieved on or prior to the Anticipated Commercial Operation Date, Grantee agrees to send written notice to Grantor of the date on which Grantee reasonably expects to achieve Commercial Operation. Grantee shall notify Grantor in writing when the Renewable Energy Facility has achieved Commercial Operation, setting forth in such notice the Commercial Operation Date and indication that the Operations Period under this Agreement and the PPA has commenced.

(c) Early Termination. Notwithstanding any provision contained herein to the contrary, this Agreement may be terminated upon the following terms and conditions:

- (i) Grantee may terminate this Agreement without penalty upon thirty (30) days’ prior written notice to Grantor given in accordance with the notice provisions hereof at any time during the Development Period for any reason or no reason.
- (ii) If any time after the Development Period Grantee or Grantor terminates the PPA in accordance with its terms, for any reason other than Grantor’s exercise of its Purchase Option hereunder, the Operations Period or Renewal Period, as applicable, shall automatically terminate and the Decommissioning Period shall automatically commence upon the date of the PPA’s termination.
- (iii) Grantor agrees to provide written notice to Grantee on or before May 5, 2040 of whether Grantor and Owner are able to secure a Master Term Extension prior to expiration of the Operations Period. In the event such notice from Grantor indicates inability or

unwillingness to obtain a Master Term Extension, then (1) the Operations Period shall terminate on July 4, 2040; (2) the Decommissioning Period shall commence on July 5, 2040 and continue in accordance with Section 3(a)(iv); and (3) Grantor shall be obligated to pay Grantee the Termination Payment due for the applicable Contract Year under the PPA, which Termination Payment shall be due to Grantee no later than August 3, 2040, without the need for Grantee to provide written notice or demand for the same.

- (iv) Notwithstanding anything the contrary herein, this Agreement shall automatically terminate in the event of the termination of either the TOA or the Master Easement. In such case, Grantor shall (1) in accordance with the applicable provisions of this Agreement, provide prior written notice to Grantee of the termination of the TOA or Master Easement as soon as reasonably practical, and (2) pay Grantee a Termination Payment equal to the Termination Payment value set forth in the PPA for the Contract Year in which this Agreement is terminated, which payment shall be due to Grantee no later than thirty (30) days following the applicable termination date.
- (v) At the end of Contract Years 6, 10, 15, 20 and 25 of the Term (each an “**Option Purchase Date**”), Grantor may, provided this Agreement and the Power Purchase Agreement are in full force and effect and Grantor is not in Default hereunder or thereunder, purchase the Renewable Energy Facility from Grantee on any such Option Purchase Date for a purchase price equal to the greater of the Fair Market Value of the Renewable Energy Facility, or the applicable purchase price set forth on **Exhibit B** attached hereto (the “**Purchase Price**,” and altogether, the “**Purchase Option**”). Grantor may exercise the Purchase Option by providing written notice to Grantee of its intent to purchase the Renewable Energy Facility and paying the Purchase Price at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the applicable Option Purchase Date. In the event Grantor exercises its Purchase Option in accordance with this Section 3(c)(ii), then this Agreement shall automatically terminate as of the date on which title to the Renewable Energy Facility is transferred from Grantee to Grantor, free and clear of any liens (other than permitted liens and restrictions, if any, under applicable securities laws), which date shall be no later than the applicable Option Purchase Date.
- (vi) In the event of an early termination of this Agreement under this Section 3, and contingent upon payment of the Termination Payment or Purchase Price by Grantor and completion of the Decommissioning Obligations by Grantee, in either case to the extent applicable, the Parties shall be released from their respective rights and obligations hereunder except for such rights and obligations which expressly survive the expiration or early termination of this Agreement.

SECTION 4. AGREEMENT PAYMENTS

(a) Agreement Payments. As consideration for this Agreement, Grantee shall pay to Grantor, or such other Persons as Grantor may designate in writing from time to time, the amount of One dollar (\$1.00), (the “**Agreement Payment**”) payable within thirty (30) days following the Commercial Operation Date.

(b) Method of Payment. Agreement Payments may be paid by check or wire transfer. Upon request by Grantee, Grantor shall provide Grantee with account information to which wire transfers may be made.

SECTION 5. TAXES

(a) Real Property Taxes. Grantee shall be liable for and shall pay as and when due any real property taxes assessed exclusively against the Renewable Energy Facility during the Term and Grantor shall be and remain responsible for and shall pay as and when due all real property taxes assessed against TOA Property, which may or may not include the Building and Easement Property, and all improvements thereon other than the Renewable Energy Facility, throughout the Term. Grantor shall promptly furnish Grantee with copies of all bills for real property taxes for which each Party is responsible. Grantor shall cooperate with Grantee in pursuing applicable or potentially applicable exemptions relating to real property taxes attributable to the Renewable Energy Facility and in obtaining any available refunds or abatements of real property taxes paid by Grantee hereunder. Grantor acknowledges and agrees that under no circumstances will Grantee be liable for any real property taxes attributable to or associated with the TOA Property other than taxes assessed against the Renewable Energy Facility, Easement Property or any equipment, machinery, improvements or other property or improvements, real or personal, tangible or intangible, of Grantor wherever located or however acquired.

(b) Personal Property Taxes. Each Party shall remain solely liable for and shall pay as and when due any tax assessed against its respective personal property located at or about the TOA Property; *provided that* if the taxing authority does not separately assess such personal property taxes the Parties shall cooperate in good faith to allocate all such personal property taxes in an equitable manner. Grantor shall cooperate with Grantee in pursuing applicable or potentially applicable exemptions relating to personal property taxes attributable to the Renewable Energy Facility and in obtaining any available refunds or abatements of personal property taxes paid by Grantee hereunder.

(c) Agreements with Tax Authorities. Grantor acknowledges that Grantee may seek to negotiate a payment in lieu of tax agreement or other understanding with relevant tax authorities in order to provide certainty regarding taxation with respect to the Renewable Energy Facility and/or to achieve other objectives. Grantor agrees to cooperate with Grantee in connection with such efforts and agrees to execute such agreement, subject to Grantor's reasonable review and approval, which shall not be unreasonably withheld, delayed or conditioned provided that such agreement would not have any material adverse impact on Grantor's interests.

(d) Failure to Pay. In the event that Grantee fails to pay any taxes for which Grantee is responsible hereunder, Grantor shall have the right, but not the obligation, to pay the same and in such event shall be entitled to recover such amount from Grantee. In the event Grantor fails to pay any taxes for which it is responsible during the Term, as and when due, Grantee shall have the right, but not the obligation, to pay such taxes and to deduct any amounts so paid, from any Agreement Payments due Grantor hereunder.

SECTION 6. OWNERSHIP. Grantor acknowledges and agrees that the Renewable Energy Facility is and shall remain the personal property of Grantee and that no part of it shall become or be deemed a fixture nor in any way impact the interests of Grantor as to the Easement Property nor the Owner as to the Easement Property or the TOA Property, notwithstanding the manner in which the Renewable Energy Facility is or may be attached to any real property of Grantor, and Grantor further acknowledges and agrees that Grantor shall have no right, title or interest in the Renewable Energy Facility or any component thereof, notwithstanding that such Renewable Energy Facility or portions thereof may be physically mounted or adhered to the Easement Property. The Parties acknowledge and agree that, as between them: (a) Grantee shall be the owner of the Renewable Energy Facility and all products and attributes associated with the existence and operation of the Renewable Energy Facility throughout the Term, including, without limitation, electric energy generated by the Renewable Energy Facility, and all Tax Credits and Environmental Incentives; and (b) Grantor shall be the owner of all Environmental Attributes. In furtherance of the foregoing, and in accordance with the Master Easement, Grantor expressly agrees and

acknowledges that it shall retain all Environmental Attributes and Grantor shall not sell, barter or trade any Environmental Attributes. Title to the Renewable Energy Facility and all improvements thereto and Permits and entitlements associated therewith and to all Tax Credits and Environmental Incentives shall at all times be and remain with Grantee. The manner of operation of the Renewable Energy Facility, including but not limited to decisions on when to conduct maintenance, is within the sole discretion of Grantee, subject to all requirements of this Agreement, Applicable Laws, and Grantor's reasonable rules and regulations as it relates to access to the Rooftop.

SECTION 7. RESPONSIBILITIES OF GRANTEE

(a) Plans and Specifications of Renewable Energy Facility. Grantee at Grantee's sole expense will design, procure and install the Renewable Energy Facility in accordance with its plans and specifications, which plans and specifications Grantee will share with Grantor. Except where set forth elsewhere herein, Grantee is responsible for all costs associated with the Agreement, including the costs of installing, operating, and maintaining the Renewable Energy Facility.

(b) Master Easement Conditions. Consistent with the requirements of Section 5 in the Master Easement, the following provisions shall apply:

(i) No construction, installation, or major repairs shall commence without the prior written approval of the plans and specifications by Owner, which shall not be unreasonably withheld, delayed, or conditioned. Subsequent minor repairs and routine maintenance of the Renewable Energy Facilities shall not require Owner's written approval; *provided, however*, that Grantee shall notify Owner prior to commencing any such work and provide a description of the proposed work to allow Owner to determine in its reasonable discretion if the proposed work qualifies as a minor repair or routine maintenance, as opposed to construction, installation, or major repairs (which would include, but are not limited to, repairs and maintenance that would impact the roof or building in the Easement Property through structural modifications or impacts or trenching, or would have potential environmental/stormwater impacts) and in its performance of any work in connection with this Agreement, Grantee shall minimize interference with Owner's and Grantor's activities within the Easement Property and the TOA Property.

(ii) In the case of Emergency Repairs, Grantee shall immediately commence repairs and give Owner written notification within one (1) day of the commencement of said Emergency Repair so that the Owner can inspect for compliance with the terms and conditions of this Agreement and the Master Easement.

(iii) In accordance with the Grantor's Coastal Development Permit Regulations (filed in the Office of the District Clerk as Document No. 19171), "**Emergency Repairs**" under this Agreement are those repairs necessary to maintain, repair, restore, demolish, protect, or replace property or facilities damaged, destroyed, or threatened by imminent danger from a sudden, unexpected occurrence or Emergency, which demands immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. "**Emergency**" includes, but is not limited to, such occurrences as fire, flood, windstorm, earthquake, or other soil or geologic movements, as well as occurrences as riot, accident, or sabotage.

(iv) Grantee shall use best efforts to minimize impacts to the Rooftop in Grantee's installation, construction, maintenance and/or repair of the Renewable Energy Facility, and shall perform all work in such a manner as will cause the least injury to the Rooftop and not void any existing warranty of the roof. Grantee shall be responsible and liable for, and shall promptly repair to Owner's satisfaction, at Owner's sole cost and expense, any damage to the Rooftop caused by acts or omissions of Grantee or

Grantee's employees, agents, contractors, or invitees, or any other person authorized by Grantee to access or use the Easement Property or the TOA Property.

(c) Use and Maintenance. Grantee shall at all times keep and maintain the Renewable Energy Facility in good order condition and repair, including, without limitation, the removal of any refuse and waste generated or otherwise arising out of the use, operation, installation, removal, repair, modification and removal of the Renewable Energy Facility. Grantee shall be responsible for maintaining and repairing the Renewable Energy Facility during the Term except for damage to the Renewable Energy Facility caused by Grantor, its tenants and their respective employees, invitees, agents, contractors and subcontractors which Grantor shall repair in a good and workmanlike manner within twenty (20) days of being notified of such damage by Grantee. Grantee will, in good faith, work to coordinate all construction and maintenance (emergency repairs excepted) of the Renewable Energy Facility with Grantor so as to not unreasonably interfere with Grantor's use of the TOA Property.

(d) Permits. Grantee, at its cost and expense, will apply for and obtain all governmental permits, licenses, certificates, approvals, and other entitlements for use ("**Permits**") necessary for the installation and operation of the Renewable Energy Facility on the Easement Property. Grantor hereby consents to any reasonable action taken by Grantee in applying for and obtaining any and all Permits and shall cooperate with Grantee and hereby appoints Grantee its agent in connection with applying for and obtaining such Permits.

(e) Site Technical Standards. Grantee agrees that the installation, operation and maintenance of its Renewable Energy Facility will at all times, and at Grantee's sole cost and expense, comply with such technical standards for the Rooftop and any other portion of the Easement Property as may from time to time be established by Grantor in Grantor's reasonable discretion, including, without limitation, technical standards relating to structural engineering, and city construction permits (the "**Site Technical Standards**").

(f) Decommissioning and Removal Obligations. Provided there is a Decommissioning Period under this Agreement per Section 3(a)(iv) above, upon the expiration or early termination of this Agreement, , Grantee shall, at its expense, remove its Renewable Energy Facility within sixty (60) days after the termination or expiration of this Agreement (as may be extended or sooner terminated in accordance with Section 3(a)(iv)) and restore the Easement Property to its condition prior to installation of the Renewable Energy Facility, excepting ordinary wear and tear. During the Decommissioning Period, Grantee shall cease commercial operation of the Renewable Energy Facility and shall remove all components of the Renewable Energy Facility from the Easement Property in accordance with Applicable Law and to the satisfaction of owner; *provided that* Grantee shall not be required to remove (i) any supports, canopies, anchors, penetrations, conduits or other similar ancillary equipment which were installed by Grantee if, the Parties reasonably agree that the removal of such supports, anchors, penetrations, conduits or other similar ancillary equipment could cause harm and damage to the Easement Property and, if applicable, the TOA Property, or (ii) any underground foundations or underground or buried conduits and cabling installed by Grantee on or about the Easement Property foundations, infrastructure and underground conduit that cannot be removed without damage to the Easement Property and (collectively, the "**Decommissioning Obligations**"). The obligations of this Section 7(f) shall survive the expiration or termination of this Agreement.

SECTION 8. RESPONSIBILITIES OF GRANTOR

(a) Grantor's Cooperation. Grantor shall cooperate with Grantee in Grantee's conduct of its operations and exercise of its rights under this Agreement and Grantor shall exercise best efforts to perform all such acts as Grantee may reasonably specify to fully effectuate each and all of the purposes and intent of this Agreement. Without limiting the generality of the foregoing, Grantor acknowledges and agrees that

the Permitted Use activities of Grantee contemplated by this Agreement may be accomplished by Grantee or one or more third parties authorized by Grantee, and Grantor shall provide reasonable cooperation and accommodation for any such third party to perform any activity contemplated by this Agreement.

(b) Maintenance. Grantor shall be responsible, at its sole cost and expense throughout the Term, for the maintenance and repair of all structural portions of the Building, including the Rooftop, as well as all interior portions of the Building, other than damage caused by Grantee or its employees, invitees, agents, contractors and subcontractors or by the Grantee's use of the Easement Property or the TOA Property (as applicable), which Grantee shall repair at Grantee's expense in a good and workmanlike manner to the satisfaction of Grantor and Owner within twenty (20) days of being notified of such damage. Grantor shall provide Grantee with a minimum of twenty-four (24) hours' prior notice before performing any maintenance within the Easement Property that interferes with operation of the Renewable Energy Facility; *provided, however*, notice for any emergency maintenance or repair may be given by telephone, and shall be given as soon as practicable following Grantor's discovery of the event or condition causing the need for such emergency maintenance or repair. If the maintenance or repairs of the Easement Property interfere with the operation of the Renewable Energy Facility or reduces the production of the Renewable Energy Facility for more than three (3) consecutive days Grantor agrees to (i) provide Grantee with notice of the anticipated scope and duration of maintenance, and (ii) work with Grantee to minimally impact the Renewable Energy Facility and Grantee's use of the Easement Property, including but not limited to scheduling the maintenance to occur during off-peak months or be completed in phases when applicable. Notwithstanding anything to the contrary herein, in the event Grantor needs to replace the Rooftop of Building, Grantor shall be responsible for all costs associated with removing the Renewable Energy Facility including, but not limited to deinstallation, storage, reinstallation, loss of revenue for period of time the Renewable Energy Facility is not operational as a result of Grantor's roof replacement, and an abatement in Agreement Payments. Such costs shall be repaid to Grantee in accordance with the applicable terms of the Power Purchase Agreement.

(c) Rights of Access and Provision of Space and Facilities. Grantor agrees that employees, assigns, contractors, subcontractors or agents of Grantee shall hereby be deemed to have nonexclusive licenses with rights of ingress and egress in and to those portions of the Building controlled by Grantor solely for purposes of the Permitted Use authorized under this Agreement, and Grantor will provide Grantee with access to and use of the Rooftop consistent with the requirements of the installation, operation, maintenance, and service of the Renewable Energy Facility; *provided, however*, such rights of ingress and egress through the nonexclusive licenses granted herein shall be consistent with (i) the terms and conditions of any leases between Grantor and tenants; (ii) rules and regulations reasonably promulgated from time to time by Grantor regarding such rights of ingress and egress; and (iii) all requirements of this Agreement, the Master Easement, and the TOA.

(d) Non-Interference. In furtherance of the provisions of Section 2(a) above, in no event during the Term will Grantor construct, build or locate, or allow any third party having a right through Grantor to use the TOA Property to construct, build, or locate any equipment or facilities (solar or otherwise) that would materially adversely interfere with the function or operation of the Renewable Energy Facility or otherwise engage in, or allow others have a right through Grantor to use the TOA Property to engage in activity that would materially impede the Renewable Energy Facility's access to the sun or decrease the output or efficiency of the Renewable Energy Facility.

(e) Utilities. Grantor shall provide Grantee, its employees, agents and contractors, at no additional cost, with sufficient utilities (including electricity and telecommunications) necessary for the construction, operation, repair and decommissioning of the Renewable Energy Facility, at no cost to Grantee.

SECTION 9. REPRESENTATIONS AND COVENANTS

(a) Title. Grantor represents and warrants that as of the Effective Date and at all times during the Term, Grantor has an easement interest in the Easement Property under the TOA and the Master Easement subject to no liens, easements, options or other encumbrances or other matters including applicable zoning, recorded or unrecorded affecting title to the Property as of the Effective Date which would interfere with Grantee's use of the Easement Property as contemplated hereunder, including without limitation that Grantee shall have the right to use the Easement Property and the Appurtenant Rights granted by this Agreement for the entire Term.

(b) Site. Grantor represents and warrants to Grantee that there are no physical conditions of the Easement Property, or any other adverse facts or conditions that could delay, interfere with or impair the Permitted Use or the exercise of any of Grantee's other rights under this Agreement, or which could, with the passage of time, the giving of notice or both, have such an effect. Neither the Easement Property nor other parts of TOA Property nor any portion thereof is in violation of any Environmental Laws and Grantor has not received any communication from any Governmental Authority alleging that the Easement Property or other parts of TOA Property or any portion thereof is in violation of any Environmental Laws. No portion of the Easement Property or other parts of the TOA Property has been previously used for the production, generation, transportation, treatment, storage, or use of Hazardous Substances in violation of any Environmental Laws. Grantor is not relying on any representation, covenant or warranty of Grantee except as expressly provided herein. The provisions of this Section 9(b) shall survive the expiration or earlier termination of this Agreement.

(c) Exclusive Use. Grantor represents and warrants to Grantee that it has not previously granted to any third party, and covenants and agrees to and with Grantee that throughout the Term it shall not grant to any third party, any lease, license, easement or other right or permission of any nature whatsoever to use any portion of the Easement Property for the Permitted Use (collectively, the "*Exclusive Uses*"), and Grantor further covenants and agrees to and with Grantee that throughout the Term it shall not itself use any portion of Easement Property for any one or more of the Exclusive Uses, it being understood and agreed between the Parties that Grantee shall have the sole and exclusive right to engage in the Exclusive Uses on Easement Property during the Term.

SECTION 10. INSURANCE AND INDEMNITY

(a) Insurance Policies. Prior to the commencement of any work in, on or about the Building and during the term of this Agreement, Grantee shall maintain insurance coverages in accordance with the requirements of Exhibit E attached to the PPA. In furtherance thereof, the Parties agree that the provisions of such Exhibit E are hereby incorporated into this Section 10(a) as if fully set forth herein. Grantor and its tenants shall each maintain comprehensive, public liability insurance coverage of such types and amounts as may be customary and reasonable in light of their ownership and tenancy of and activities conducted on the TOA Property. The Parties shall provide each other with certificates for such insurance at or prior to the commencement of construction, and thereafter within thirty (30) days prior to the expiration or non-renewal of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days' prior written notice to each insured named therein. With respect to Grantee, in the event of any inconsistency between the provisions of this Section 10(a) and the provisions of Exhibit E attached to the PPA, the provisions of such Exhibit E shall control.

(b) Property Insurance. In addition to Section 10(a), Grantor and Grantee shall each maintain on their respective property insurance on or about the TOA Property (which for Grantor shall include without limitation the Building of which the Easement Property is a part including without limitation the roof of the

Building and for Grantee shall include the Renewable Energy Facility) a policy of “all risk” property insurance, with vandalism and malicious mischief endorsements, to the extent of at least one hundred percent (100%) of full replacement value of their respective property as aforesaid without deduction for depreciation. The Parties shall provide each other with certificates for such insurance at or prior to the commencement of the Term, and thereafter within thirty (30) days prior to the expiration of any such policies.

(c) Reserved.

(d) Survival. The Parties’ insurance obligations hereunder shall continue throughout the Term and the Parties’ indemnity obligations hereunder shall survive the expiration or earlier termination of this Agreement.

(e) General Indemnity. Each Party shall indemnify, defend and hold harmless the other Party and its trustees, shareholders, members, managers, officers, employees, agents, representatives and independent contractors (the “*Indemnified Parties*”), from and against any Claims incurred by or on behalf of any of the foregoing indemnified parties in connection with or arising from (i) any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any Person, but only to the extent caused by the negligence or willful misconduct of the indemnifying Party, the indemnifying Party’s employees acting within the scope of their employment, and any other Person for whom or which the indemnifying Party is legally liable, or (ii) any material breach by the indemnifying Party of any representation or warranty made herein by such indemnifying Party, or of any breach or nonperformance of material obligation hereunder of such indemnifying Party. Notwithstanding the foregoing, the indemnity provided under this Section 10(e) shall not extend to Losses to the extent attributable to the negligence or willful misconduct of an indemnified Party.

(f) Grantee Indemnification of Owner. Grantee shall, to the fullest extent permitted by Law, defend (with counsel acceptable to Grantor), indemnify, and hold harmless Grantor and its officers, officials, employees, representatives, contractors, and agents (collectively, “*Owner Parties*”) from and against any litigation, proceeding, action, liability, claim, judgment, demand, damage, cost, loss, expense (including, without limitation, all attorneys’ fees), award, fine, penalty, or claim for damages (collectively, “*Claims*”) in law or in equity, to property or persons, including wrongful death, arising directly or indirectly out of, from, or connected or related to this Easement Agreement and the acts and omissions in connection therewith of Grantee, its employees, agents, officers, contractors, invitees, and any other person authorized by Grantee to access or use the Easement Property and the TOA Property (collectively, “*Grantee Parties*”), except to the extent Claims arise through the sole negligence or willful misconduct of Owner or the Owner Parties, or any of their respective tenants, guests, invitees, or other persons authorized by Owner or Grantor to access or use the Easement Property and the TOA Property (also “*Owner Parties*”). It is the intent of this Section 10(f) that Grantee indemnify and hold harmless the Owner Parties for any actions of the Grantee Parties or Owner Parties, except for those arising out of the sole negligence or willful misconduct of Owner, including but not limited to claims based upon Owner Parties alleged breach of any statutory duty or obligation, or Grantee’s duty under contracts with third parties. Grantee’s obligations under this paragraph shall survive the expiration or termination of this Agreement.

(g) Hazardous Substances Indemnity. Notwithstanding the provisions of Section 10(f), Grantee shall have no obligation to defend, indemnify and hold harmless Grantor or any of its Indemnified Parties, for, from and against any and all Losses sustained by, liability or charges imposed on, and claims or causes of action asserted against, Grantor or any of its Indemnified Parties to the extent arising out of or related to (i) conditions caused or existing on the TOA Property prior to the Effective Date, whenever known or discovered, (ii) the failure by Grantor or any of its Indemnified Parties to comply with any Environmental Laws, (iii) Hazardous Substances that are present on the TOA Property prior to the Effective Date, except

to the extent Grantee exacerbated the same, and (iv) Hazardous Substances present on the Easement Property prior to or after the Effective Date if caused by Grantor or any of the Indemnified Parties. To the extent permitted by Applicable Laws, Grantor hereby agrees to defend, indemnify and hold harmless Grantee and its Indemnified Parties from and against any and all Losses sustained by, liability or charges imposed on, and claims or causes of action asserted against, Grantee to the extent arising out of (x) any of the foregoing clauses (i) through (iv), (y) incidents occurring or conditions existing prior to the Effective Date, including those conditions of the TOA Property known now or not presently known but discovered in the future, regardless of the cause of the condition, and (z) any failure by Grantor or any of the Grantor Parties to comply with Environmental Laws, except to the extent the same is caused by Grantee or any of the other Grantee Parties. As used herein this Section 10(g) with respect to Grantor, “*Indemnified Parties*” shall also include any of Grantor’s tenants, guests, or invitees.

SECTION 11. CASUALTY; CONDEMNATION

(a) Casualty. In the event the Renewable Energy Facility is damaged or destroyed by fire or other casualty, Grantee shall repair the damage to the Renewable Energy Facility and Grantor shall, accounting for any net insurance proceeds to which Grantor is awarded for fire or casualty suffered by the Renewable Energy Facility, equitably abate the Agreement Payments until such repair and restoration (together with any repair or restoration of TOA Property and the Easement Property required of Grantor, as set forth below) is complete, following which Grantee shall commence paying Agreement Payments again. Notwithstanding the foregoing, if the Renewable Energy Facility is damaged or destroyed such that Grantee’s operation of the Renewable Energy Facility is materially impaired or in the event that it is not economically viable for Grantee to repair and restore the Renewable Energy Facility, as determined by Grantee in its sole discretion, then Grantee may elect to terminate this Agreement upon written notice to Grantor whereupon the Development Period, Operations Period, or Renewal Period (as applicable) shall be terminated and the Decommissioning Period shall commence, whereupon all obligations of the Parties hereunder shall cease except (i) Grantee’s Decommissioning Obligations and right to access the Easement Property in order to perform such obligations, and (ii) any other rights and obligations of the Parties that survive the expiration or earlier termination of this Agreement in accordance with the terms hereof. If this Agreement is not terminated pursuant to this Section 11(a) following a fire or other casualty, Grantor shall exercise commercially reasonable efforts to repair any damage to the TOA Property including, without limitation, the Building and the Easement Property, resulting from the fire or other casualty and shall return same to its condition prior to such damage or destruction, including without limitation, using all insurance proceeds received by Grantor following such damage or destruction to accomplish all of the foregoing, except that Grantor shall in no event be required to repair, replace or restore any property of Grantee comprising part of the Renewable Energy Facility. Agreement Payments shall be equitably abated during such Grantor repair and restoration, as set forth above. Notwithstanding anything to the contrary set forth herein, the provisions of this Section 11(a) are subject and subordinate to the Casualty provisions in the Master Easement and the TOA and Owner’s rights thereunder.

(b) Condemnation. If the whole or substantially the whole of the Building should be taken for any public or quasi-public use, by right of eminent domain or otherwise or should be sold in lieu of condemnation, then this Agreement will terminate as of the date when physical possession of the Building is taken by the condemning authority. If less than the whole or substantially the whole of the Building is thus taken or sold, Grantor (whether or not Grantee’s equipment or property are affected thereby) may terminate this Agreement by giving written notice thereof to Grantee; in which event this Agreement will terminate as of the date when physical possession of such portion of the Building is taken by the condemning authority. If less than the whole of the Building is taken and the portion so taken materially interferes or prohibits Grantee from enjoying its Permitted Uses or otherwise performing its obligations hereunder, then Grantee may terminate this Agreement upon written notice to Grantor received no later than thirty (30) days after the taking. If this Agreement is not so terminated upon any such taking or sale,

Grantor will, to the extent Grantor deems feasible, restore the Building to substantially its former condition, but such work will not exceed the scope of the work done by Grantor in originally constructing the Building and installing shell improvements in the Building, nor will Grantor in any event be required to spend for such work an amount in excess of the amount received by Grantor as compensation for such taking. All amounts awarded upon a taking of any part or all of the Easement Property, Building, or TOA Building will belong to Grantor, and Grantee will not be entitled to and hereby expressly waives all claims to any such compensation. Notwithstanding anything to the contrary set forth herein, the provisions of this Section 11(b) are subject and subordinate to the eminent domain provisions in the Master Easement and the TOA and Owner's rights thereunder.

(c) Damages from Certain Causes. Notwithstanding any provision herein, neither Party will be liable to the other Party for any Losses or damage to any property or person occasioned theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of any Governmental Authority; provided however that such limitation shall not apply if any such Losses or damages are caused by, related to, or exacerbated by the acts or omissions of Grantee or Grantee's officers, members, trustees, representatives, agents, employees, contractors, guests, or invitees.

SECTION 12. ASSIGNMENT

(a) Transfers by Grantor. Grantor will have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in the Building, to a Person acquiring title and ownership of the Building, and in such event and upon such transfer, Grantor will be released from any further obligations, provided such successor in interest expressly assumes in writing Grantor's obligations under this Agreement. In such event, and upon such transfer Grantor will be released from any further obligations hereunder, and Grantee agrees to look solely to such successor in interest of Grantor for the performance of such obligations; *provided that* Grantor agrees to provide written notice to Grantee prior to any transfer or assignment and documentation satisfactory to Grantee evidencing conveyance of title in the Building to such successor, if applicable. Without limiting any of the foregoing, any assignment or assignment by Grantor under this Section 12(a) shall occur with a concurrent assignment and assumption of the PPA in accordance with its terms.

(b) Transfers by Grantee. Grantee shall obtain Grantor's consent before assigning or subletting this Agreement or the Easement Property in whole or in part, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing to the contrary, Grantee shall have the right to transfer, assign, and sublet this Agreement, without obtaining Grantor's consent (i) to an Affiliate of Grantee, (ii) to an entity that purchases the Renewable Energy Facility or, prior to the construction of the Renewable Energy Facility, the development rights thereto, (iii) to the purchaser of substantially all of the assets of Grantee, or (iv) to any Financing Party or other entity as security for or in connection with a financing or other financial arrangement related to the Easement Property and/or the Renewable Energy Facility, as set forth in Section 13. In the case of any permitted assignment, Grantee shall remain liable to Grantor for the payment of all Agreement Payments and for the full performance of the covenants and conditions of this Agreement unless the assignee executes an agreement expressly agreeing to assume all obligations of the Grantee arising on and after the effective date of such assignment, in which event Grantee shall be relieved of all further obligations and liability hereunder as of the date of such agreement of assumption. Upon any such assignment in accordance with this Section 12, the term "Grantee" in this Agreement shall refer to the entity that is assigned the rights and obligations of Grantee hereunder.

SECTION 13. FINANCING

(a) Financing Party. Grantee shall have the right to encumber its interest in this Agreement, the Renewable Energy Facility and all of Grantee's improvements located on the Easement Property by

mortgage, deed of trust, or similar instrument or instruments and by security agreement, fixture filing and financing statements or similar instrument or instruments (collectively, “**Security Agreements**”) in favor of any Person or Persons providing all or a portion of the financing for the Renewable Energy Facility or any Person or Persons providing a refinancing of any such financing or any trustee for such Person or Persons (each, a “**Financing Party**” and collectively “**Financing Parties**”). Notwithstanding the foregoing, no Security Agreement shall encumber or otherwise impact Owner’s ownership interest in and to the TOA Property, the Easement Property, or any other property of Grantor, and shall be limited only to Grantee’s interest in this Agreement, the Renewable Energy Facility, an Grantee’s improvements on the Easement Property, and any Security Agreement which purports to encumber or otherwise impact Grantor’s ownership interest in the Easement Area or any other property shall be automatically null and void.

(b) Rights of Financing Party. Grantee may from time to time provide or cause to be provided to Grantor the names and current addresses of one or more Financing Parties. In the event of a foreclosure or seizure of Grantee’s rights or property or the exercise of any other right under any security agreement granted by Grantee to a Financing Party, Grantor agrees to permit such Financing Party to exercise any and all rights of Grantee hereunder, so long as there are no existing uncured Grantee Defaults. Notwithstanding the cure periods provided for in Section 14(b) below, Grantor further agrees to give each Financing Party sixty (60) days’ prior written notice of and the opportunity to cure any Payment Default by Grantee and ninety (90) days’ prior written notice of and the opportunity to cure any Non-Payment Default by Grantee hereunder. In the event of a Non-Payment Default a reasonable further opportunity to cure such default shall be provided if weather or access to the Easement Property is physically difficult before Grantor exercises any rights or remedies against Grantee as a result of such Default. Grantor agrees to (i) accept any curative actions performed by a Financing Party for a Grantee Default as permitted by this Section 13(b), and (ii) execute any consent to assignment reasonably requested by any Financing Party to evidence and give effect to the provisions of this Section 13(b).

(c) Amendment of Agreement; Third Party Beneficiary. At Grantee’s request, and subject to the prior written approval of Owner, Grantor shall amend this Agreement to include any provision that may reasonably be requested by Grantee and/or an existing or proposed Financing Party, and shall execute or deliver such additional documents as may reasonably be required to evidence such Financing Party’s rights hereunder; *provided, however*, any that any such amendment not materially impair the rights or increase the burdens, risks, or obligations of Grantor or Owner under this Agreement, or extend the Term. Grantor and Owner shall be reimbursed for any reasonable costs, including reasonable attorney’s fees, incurred for the review of any amendments or new agreements requested by a Financing Party or Grantee. Further, Grantor shall, within thirty (30) days after receipt of written request from Grantee or any existing or proposed Financing Party, execute and deliver thereto a certificate to the effect that Grantor (i) recognizes a particular entity as a Financing Party under this Agreement and (ii) will accord to such entity all the rights and privileges of a Financing Party hereunder. All Financing Parties shall be deemed third party beneficiaries of the rights granted to Financing Parties under this Agreement.

SECTION 14. DEFAULT

(a) Default. If either Grantor or Grantee shall: (i) fail to perform any of its respective obligations under this Agreement; (ii) become bankrupt or insolvent, or file any debtor proceedings or take or have taken against it or them in any court pursuant to any statute either of the United States or of any state a petition for bankruptcy or insolvency for reorganization or for the appointment of a receiver or trustee of all or a portion of Grantor or Grantee’s property (or the property of any surety or guarantor) which shall not be removed within sixty (60) days of filing; (iii) make an assignment for the benefit of creditors or petition for or enter into an agreement for reorganization, composition, or any other arrangement with its creditors under any federal or state law now or hereafter enacted; or (iv) suffer this Agreement to be taken under any writ of execution or attachment (each, a “**Default**”), and such Default remains uncured following notice

and applicable cure periods provided below, as such cure periods may be extended for Financing Parties as provided under Section 13 if applicable, then the non-defaulting Party may, at its option, exercise any one or more of the following cumulative remedies:

- (1) with respect to any Non-Payment Default, cure such Non-Payment Default on the defaulting Party's behalf, in which case the defaulting Party shall reimburse the non-defaulting Party upon demand for all sums so expended by the non-defaulting Party in curing the Default;
- (2) with respect to any Non-Payment Default, exercise any and all remedies available to it at law or in equity, other than termination of this Agreement, including, without limitation, the right to enforce, by all proper and legal suits and other means, its rights hereunder, including seeking injunctive and other equitable relief (including specific performance) against the defaulting Party to prevent or eliminate such Non-Payment Default, and seeking collection of Actual Damages resulting from such Non-Payment Default; and/or
- (3) with respect to any Payment Default, exercise any and all remedies available to it at law or in equity described in the preceding clause (2), provided that the non-defaulting Party shall have the right to terminate this Agreement upon notice to the defaulting Party in conformity with the procedures required herein and by Applicable Laws.

As used herein, and notwithstanding any Applicable Laws now or hereafter providing to the contrary, the Parties expressly agree that "**Actual Damages**" incurred by Grantee resulting from any uncured Default by Grantor shall mean actual documented damages in addition to any reasonably foreseeable damages to Grantee including, without limitation, lost revenues in connection with the Renewable Energy Facility for the remainder of the Term (including lost revenues from the sale of electricity and Renewable Energy Attributes), the value of lost tax credits, all property depreciation penalties or recapture fees, and any fees, damages, and penalties under any agreement with a Financing Party or agreement for the sale of electricity or Renewable Energy Attributes.

(b) Notice and Opportunity to Cure. A Default by either Party hereunder may be either a Payment Default or a Non-Payment Default. A "**Payment Default**" shall mean the failure to make timely payments of a financial nature as provided herein and a "**Non-Payment Default**" shall mean any other Default. Each Party agrees that any notice of Default issued to the other Party shall set forth in reasonable detail the facts pertaining to such failure and specify a reasonable method of cure. Grantor also agrees that any notice of Default issued by Grantor hereunder shall simultaneously be delivered to all Financing Parties of Grantee of which Grantor has been notified. Any Party receiving notice of a Payment Default hereunder shall have the opportunity to cure said Payment Default within ten (10) days of receipt of notice thereof. Any Party receiving notice of a Non-Payment Default (other than a default under Section 16(a)(ii) or (iii) above for which no opportunity to cure is granted) shall have the opportunity to cure said Non-Payment Default within thirty (30) days of receipt of notice thereof hereunder or, in the event that a cure might take longer than thirty (30) days because of the nature of the Non-Payment Default, the Party in receipt of the notice of Non-Payment Default shall notify the non-defaulting Party of the anticipated date for curing of the Non-Payment Default and shall begin to diligently undertake the cure within the thirty (30) day period and diligently pursues the same to completion, but in any event not more than ninety (90) days from the date of receipt of notice of such Non-Payment Default.

(c) Grantee's Right to Offset. In the event of a Payment Default by Grantor, Grantee may, in addition to exercising its other rights and remedies hereunder, in equity and under Applicable Law, offset

against any amounts owing to Grantor hereunder any amounts paid by Grantee to cure such Payment Default of Grantor together with interest thereon at the Interest Rate.

SECTION 15. SUBORDINATION TO MORTGAGE

(a) Subordination. This Agreement shall be subject and subordinate at all times to any mortgage(s), deeds of trust and the lien resulting from any other method of financing or refinancing which now or subsequently are recorded against or affect the TOA Property or the Easement Property, and to all renewals, modifications, consolidations, participations, replacements and extensions thereof (collectively, “**Grantor Mortgages**”) provided that the holder of each and every such Grantor Mortgage (each, a “**Grantor Mortgagee**”) has executed and delivered to Grantee and its Financing Parties (as defined below) a subordination, nondisturbance and attornment agreement, in recordable form and in form and substance reasonably satisfactory to Grantee, its Financing Parties and their respective counsel (each, an “**SNDA**”), to be recorded against the TOA Property, under the terms of which each such Grantor Mortgagee covenants and agrees to and with Grantee and its Financing Parties (i) not to disturb Grantee or its Financing Parties in their possession of the Easement Property or in the enjoyment of their rights hereunder, except as may be permitted under the terms hereof following a default by Grantee hereunder, and (ii) to notify Grantee and its Financing Parties of any defaults by Grantor in the performance of its obligations secured by the Grantor Mortgage, and (iii) to provide Grantee and its Financing Parties a reasonable period of time after their receipt of notice of Grantor’s default to cure said default (which period shall be not less than thirty (30) days in the event of payment defaults and 60 days in event of non-payment defaults, and which period shall be extended if default cannot reasonably be cured within a sixty (60) day period, provided Grantee or its Financing Parties have promptly commenced and are diligently performing actions to cure the default), before exercising any rights to foreclose upon or otherwise take ownership of the Easement Property, and (iv) that such Grantor Mortgagee has no interest in the Renewable Energy Facility or the Renewable Energy Attributes and shall not gain any interest in the Renewable Energy Facility or the Renewable Energy Attributes by virtue of the exercise of its rights under the Grantor Mortgage or Grantee’s performance or breach of this Agreement. Each such SNDA shall also stipulate that Grantee attorns to the Grantor Mortgagee executing such SNDA. Grantor shall deliver to Grantee on or prior to the Effective Date an SNDA from each Grantor Mortgagee holding a Grantor Mortgage recorded against TOA Property on and as of the Effective Date to be recorded together with the Notice of Agreement (as defined below), and following the Effective Date Grantor shall deliver to Grantee an SNDA from each and every Grantor Mortgagee that holds a Grantor Mortgage to be recorded against TOA Property on or after the Effective Date, to be recorded against TOA Property simultaneously with the recording of each such Grantor Mortgage.

(b) Estoppel Certificate. Grantor and Grantee shall each, within ten (10) days after receipt of a written request from the other, execute and deliver a commercially reasonable form of estoppel certificate in favor of a Grantor Mortgagee, a Financing Party (as defined below), a prospective purchaser of the Renewable Energy Facility, the Easement Property or the TOA Property, or such other party as may commonly request same, which estoppel certificate may include a certification as to the status of this Agreement and the existence of any defaults hereunder.

SECTION 16. NOTICES

All notices or communications given in connection with this Agreement shall be given in writing and shall be delivered in person or sent by nationally recognized overnight courier to the addresses for the parties set forth below and shall be deemed given when sent, if delivered in person, or 24 hours after having been delivered to an overnight courier, if sent by such courier. Notices may also be sent by email to the email addresses for the parties set forth below, provided the sending party receives a confirmation that the email has been completely transmitted without error (auto-responses shall not comply). Emails received on any

day that is not a business day, or after 5:00 p.m. local time on a business day, shall be deemed to have been delivered on the next business day. Any Party may change its address for notice purposes by giving written notice of such change to the other Party in the manner provided in this section.

OWNER: _____

Attn:
Email:

GRANTOR: Pasha Automotive Services
1309 Bay Marina Drive
National City, CA 91950
Attn: Vince Magers
Email: vince_magers@pashanet.com

With a copy (which shall not constitute notice) to:
The Pasha Group
4040 Civic Center Drive, Suite 350
San Rafael, CA 94903
Attn: Michael Johnson
Email: legal@pashanet.com

GRANTEE: Catalyze National City Terminal Avenue Microgrid, LLC
c/o Catalyze GBH Developer, LLC
800 Gessner Rd, Suite 8700
Houston, TX 77024
Attn: Legal
Email: notices@catalyze.com

With a copy to any Financing Party of whom Grantor has received notice and to whom notice is required under this Agreement.

SECTION 17. FORCE MAJEURE.

(a) Performance Excused by Force Majeure. To the extent a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement, and such Party gives notice and details of the Force Majeure to the other Party as soon as practicable (but in any event no longer than five (5) business days after the Force Majeure first prevents performance by such Party), then the Party affected by the Force Majeure will be excused from the performance of such obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to Grantor’s performance of its obligations) during the time period such affected Party is unable or prevented from performance of its obligations as a result of Force Majeure; *provided, however*, that such affected Party shall use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations; *provided further* that Grantee is not required to settle any strikes, lockouts or similar disputes except on terms acceptable to Grantee in its sole discretion. During the period in which, and to the extent that, obligations of a Party are excused by Force Majeure, the other Party will not be required to perform or resume performance of its obligations corresponding to the obligations of the Party whose performance is excused by Force Majeure.

(b) Termination Due to Force Majeure. In the event of a Force Majeure that prevents, in whole or in material part, the performance of Grantee for a period of twelve (12) consecutive calendar months (or longer),

either Party may, upon thirty (30) days' written notice to the other Party, terminate this Agreement, whereupon the Parties shall each discharge by performance all obligations due to the other Party that arose up to such termination date, and the Parties shall have no further obligations hereunder except for the Decommissioning Obligations and except those which by their terms survive expiration or termination of this Agreement.

SECTION 18. MISCELLANEOUS PROVISIONS

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to its choice or conflict of law provisions.

(b) Recordation. The Parties agree that this Agreement shall not be recorded, but the Parties shall, at Grantee's request, execute and record a memorandum of this Agreement with the applicable land records in the jurisdiction in which the TOA Property is located, which memorandum shall contain a reference to the easements and covenants granted by Grantor to Grantee hereunder and shall otherwise be in form and content reasonably acceptable to Grantee. Recordation of the memorandum shall be at Grantee's expense.

(c) No Implied Waiver. The failure of either Party to insist at any time upon the strict performance of any covenant or agreement herein or to exercise any option, right, power or remedy contained in this Agreement will not be construed as a waiver or a relinquishment thereof for the future. Furthermore, no waiver by a Party of performance of any of the other Party's covenants and obligations hereunder shall be effective unless delivered in a written instrument signed by the waiving Party, its representatives or legal counsel.

(d) Personal Liability. In no event shall either Party be liable to the other Party for any special, punitive, incidental, indirect or consequential damages that arise out of, relate to, or are otherwise attributable to this Agreement or the performance or non-performance of the Parties' respective duties and obligations hereunder, whether arising in contract, indemnity, warranty, tort, negligence, strict liability, or otherwise. The Parties expressly agree that Actual Damages incurred by Grantee as a result of an uncured Default by Grantor shall not, under any circumstance, be deemed to be special, incidental, indirect, or consequential damages, notwithstanding any Applicable Laws, the application of which do or may otherwise provide to the contrary.

(e) Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable as determined by a final order, verdict or judgment of a court with competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by Law.

(f) No Assurance as to Development. Grantor hereby agrees and acknowledges that the Grantee makes no representations, warranties, commitments or guarantees of any kind as to the likelihood of the Grantee's successfully developing, financing and/or constructing a Renewable Energy Facility on the Easement Property and the Grantor's receiving the Agreement Payment hereunder.

(g) Further Assurances. Upon the receipt of a written request from the other Party, or a Financing Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof. Neither Party

shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.

(h) Entire Agreement. This Agreement embodies the entire agreement between the Parties hereto with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restrictions between the Parties hereto with regard thereto other than those specifically set forth herein. Any modifications or amendments to this Agreement shall not be effective unless set forth in a written instrument signed by the Parties.

(i) Third Party Beneficiaries. The Parties agree and acknowledge that Owner and Grantee's Financing Parties are the only express third party beneficiaries of all of the rights of Owner and of Financing Parties, respectively, under this Agreement, and all such rights shall be directly enforceable by Owner and Financing Parties, as applicable. There are no other third-party beneficiaries except as expressly provided herein with respect to Owner and Grantee's Financing Parties.

(j) Survival. In addition to the specific survival provisions in this Agreement, the Parties agree that the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement to the extent necessary for the enforcement of the Parties' rights and obligations and the third party beneficiaries' rights.

[Signature Pages Follow]

[Grantor Signature Page to Renewable Energy Easement Agreement]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth above.

GRANTOR:

PASHA AUTOMOTIVE SERVICES

By: _____

Name: _____

Title: _____

[Grantee Signature Page to Renewable Energy Easement Agreement]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth above.

GRANTEE:

**CATALYZE NATIONAL CITY TERMINAL
AVENUE MICROGRID, LLC**

By: Catalyze GBH Developer, LLC
Its: Sole member

By: _____

Name: _____

Title: _____

[Owner Consent to Renewable Energy Easement Agreement]

IN WITNESS WHEREOF, the undersigned Owner hereby consents to the terms and conditions of the Agreement as the lawful fee owner of the affected property and as third party beneficiary of all rights of Owner hereunder, with the understanding and on the condition that by providing such consent Owner is not a “Party” hereunder, incurs no obligations or liabilities hereunder, and makes not representation or warranty hereunder.

OWNER:

San Diego Unified Port District

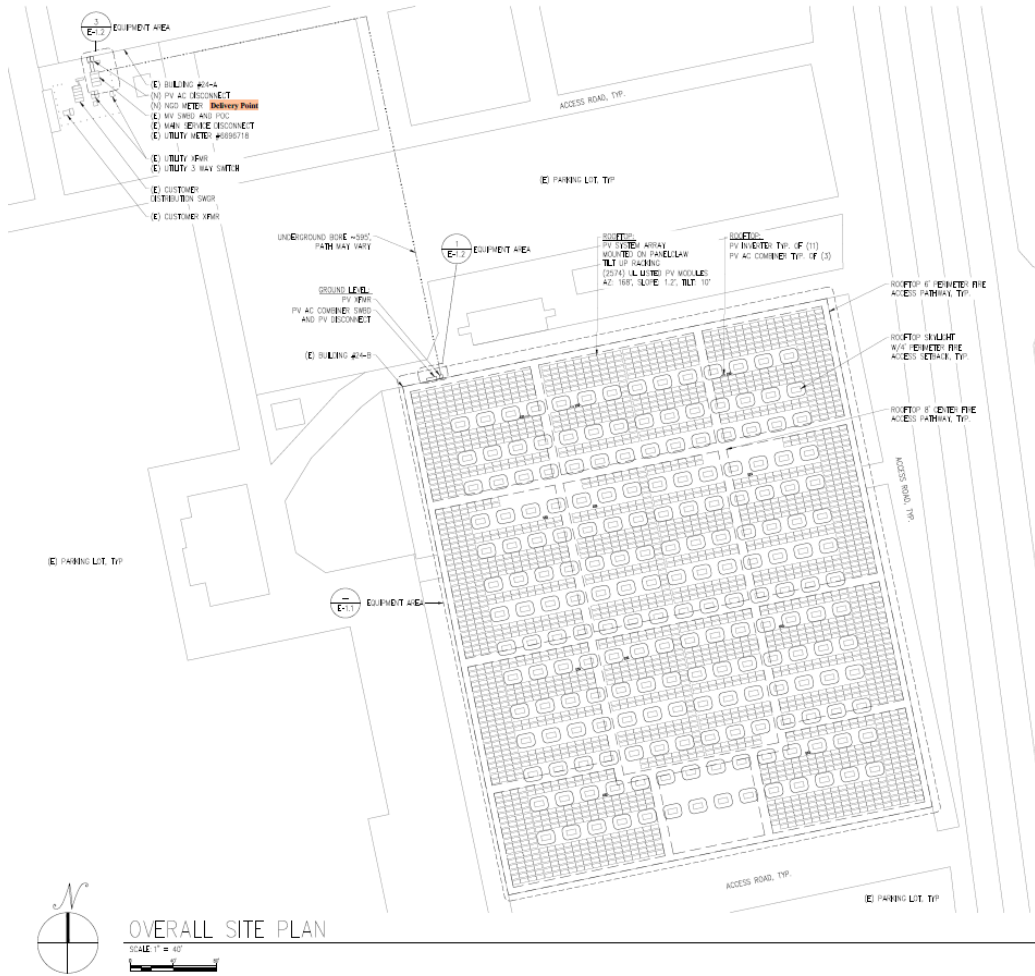
By: _____

Name: _____

Title: _____

EXHIBIT A

Renewable Energy Facility Site Plan



SHEET NOTES

1. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL UNDERGROUND UTILITIES MARKED PRIOR TO CONSTRUCTION.
2. CONNECTORS SHALL BE BY THE SAME MANUFACTURER AS THOSE ON THE MODULES.
3. CONDUIT RINGS SHALL BE INCLUSIVE OF PUMP AND CONVEYOR AND TERMINATION. CONTRACTOR TO PROVIDE BEST PRACTICE FOR PULL CONDITIONS. RING QUALITY SHALL BE APPROVED WITH CONTRACTOR THE SUPERVISOR PRIOR TO INSTALLATION.
4. CONTRACTOR SHALL ENSURE THE EXACT CODE NUMBER OF THE PROVIDED HOWE RUN WINGS MEETS CONDUIT SPECIFICATIONS.
5. ALL DIMENSIONS ARE FOR REFERENCE ONLY. PLEASE REFER TO MANUFACTURERS DRAWINGS TO VERIFY ALL DIMENSIONS. ALL DIMENSIONS SHOWN ON THIS SHEET ARE TYPICAL TO THE NEAREST 1/8" (0.125").
6. UTILITY SYMBOLS/EQUIPMENT IS SHOWN FOR REFERENCE PURPOSES ONLY. IT IS NOT FOR CONSTRUCTION AND MAY BE CHANGED BY THE UTILITY AT ANY TIME.



OVERALL SITE PLAN

SCALE: 1" = 40'



EXHIBIT B**Purchase Price Schedule**

Option Purchase Date	Purchase Price
End of Contract Year 6 of the Term	\$4,169,672
End of Contract Year 10 of the Term	\$4,201,565
End of Contract Year 15 of the Term	\$3,959,557
End of Contract Year 20 of the Term	\$3,341,230
End of Contract Year 25 of the Term	\$2,149,758

EXHIBIT C

Master Easement

See redacted copy attached.