

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “**Lease**”) is made and entered into as of October 10, 2024 (“**Effective Date**”) between County Sanitation District No. 20 of Los Angeles County, a county sanitation district organized and existing pursuant to the County Sanitation District Act, California Health and Safety Code Section 4700, *et seq.* (“**Landlord**”) and Pacifico Power Palmdale 01 LLC, a Delaware limited liability company (“**Tenant**”). Landlord and Tenant are at times collectively referred to hereinafter as the “**Parties**” or individually as a “**Party**.”

RECITALS

A. Tenant develops, finances, constructs, installs, owns, operates, maintains and repairs solar electric generating and battery energy storage/electric energy facilities.

B. Landlord is the owner of that certain real property located at 39300 30th Street East in an unincorporated area of the County of Los Angeles, State of California (the “**Property**”), commonly known as the Palmdale Water Reclamation Plant (the “**Palmdale WRP**”) as depicted in Exhibit A attached hereto and incorporated herein.

C. Landlord released a request for proposals for Solar and Energy Storage Projects at the Palmdale WRP on June 30, 2021. Tenant submitted a proposal and was the highest ranked when evaluated by the Landlord.

D. Pursuant to the Energy Services Agreement (as defined in Section 1 below), Landlord agreed to lease the Premises (as defined in Section 1 below) to Tenant for the purpose of constructing, installing, operating, maintaining, repairing, replacing, interconnecting, disconnecting and removing a Power Facility at the Palmdale WRP. The Premises are legally described in Exhibit A-1 and depicted on Exhibit A-2, which are attached hereto and incorporated herein.

E. Landlord and County Sanitation District No. 2 of Los Angeles County (“**District No. 2**”), among others, are parties to an *Amended Joint Administration Agreement* under which District No. 2 is empowered to act as the administrative district for Landlord, including on matters concerning the management and disposition of real property owned by Landlord such as the Palmdale WRP.

F. In accordance with the terms, provisions, and requirements of the California Surplus Land Act (California Government Code Sections 54220-54233) (the “**Act**”), the Board of Directors of District No. 2 adopted a resolution on January 10, 2024, declaring the Premises “exempt surplus land” for purposes of the Act because the Premises serves a valid agency use and lease of the Premises to Tenant furthers that agency use.

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. In addition to other terms specifically defined elsewhere in this Lease, where capitalized, the Parties hereby agree that the following terms (“**Defined Terms**”) shall have the meanings hereinafter set forth, such definitions to be applicable equally to the singular and plural forms, and to the masculine and feminine forms, of such terms:

1.1 “**Affiliate**” shall mean, with respect to any person or entity, all persons or entities directly or indirectly controlling, controlled by or under common control with such person or entity.

1.2 “**Automatic Renewal Term**” shall have the meaning ascribed in Section 4.1.

1.3 “**Business Day**” shall mean any calendar day on which federally insured banks in the state where the Property is situated are not permitted or required to be closed.

1.4 “**Claims**” shall have the meaning ascribed in Section 24.22(a).

1.5 “**Collateral**” shall mean the Power Facility, all other personal property within the Premises owned by Tenant, the renewable energy, the Tax Credits, or any part of the foregoing, which may be pledged to Tenant’s Financing Parties from time to time; notwithstanding the foregoing or anything to the contrary in this Lease, Tenant acknowledges and agrees that in no event shall Tenant have the right to lien, encumber, or pledge any property, rights, or collateral whatsoever that is owned in whole or in part by Landlord. For the avoidance of doubt, Tenant may pledge the leasehold estate and easement interests created hereby to Tenant Financing Parties.

1.6 “**Commercial Operation Date**” has the meaning ascribed thereto in the Energy Services Agreement.

1.7 “**Delivery Point**” shall mean the location at which the Power Facility interconnects with the local electric distribution system at Switchboard 2 located in the Non-Exclusive Electrical Appurtenances Area “A”, as depicted in Exhibit A-2.

1.8 “**Development Period**” shall mean that period beginning on the Effective Date and continuing until the Commercial Operation Date.

1.9 “**Effective Date**” shall have the meaning ascribed in the introductory paragraph of this Lease.

1.10 “**Energy Services Agreement**” or “**ESA**” means that certain Amended and Restated Energy Services Agreement, dated October 10, 2024 (Landlord Contract No. 5605A), entered into by and between Tenant and Landlord pursuant to which Tenant shall provide energy to Landlord from the Power Facility as more particularly described therein. Tenant acknowledges that the performance of all of Tenant’s obligations under the Energy Services Agreement is a material consideration for Landlord entering into this Lease with Tenant.

1.11 “**Environmental Attributes**” means, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products, as well as accelerated depreciation, installation or production-based incentives, investment tax credits and subsidies, and all other solar or renewable energy subsidies and incentives arising from or related to the Power Facility.

1.12 “**Environmental Incentives**” means all rights, credits (including tax credits), rebates, benefits, reductions, offsets, allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the Environmental Attributes of the Power Facility or the Energy Output or otherwise from the development or installation of the Power Facility or the production, sale, purchase, consumption or use of the Energy Output. Without limiting the foregoing, “**Environmental Incentives**” includes green tags, renewable energy credits, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentives under any programs offered by the state in which the Property is situated and the right to claim any and all state and federal income tax credits associated with the installation, ownership or operation of the Power Facility, including, without limitation, income tax credits under Sections 45 and/or 48 of the Internal Revenue Code (“**Tax Credits**”).

1.13 “**Environmental Laws**” shall have the meaning ascribed in Section 23.1.

1.14 **Reserved.**

1.15 “**Estoppel Certificate**” shall have the meaning ascribed in Section 22.

1.16 “**Governmental Approvals**” shall mean all certificates, permits, licenses, and other approvals related to the Power Facility or the Premises which shall be obtained by Tenant at its sole cost and expense, except obtaining (i) approval of the Site Plan Review application from the County of Los Angeles and (ii) drafting and submitting any required Environmental Impact Report or supplemental documentation or applications required pursuant to the California Environmental Quality Act, California Resources Code Section 21000 *et seq.* as

implemented pursuant to California Code of Regulations, Title 14, Section 15000 *et seq.* (“**CEQA**”) and otherwise taking all reasonable steps necessary to obtain approval for the Power Facility thereunder, the foregoing (i) and (ii) being Landlord’s sole responsibility at Landlord’s sole cost and expense.

1.17 “**Governmental Authorities**” shall mean all federal, state, local or regulatory authorities or quasi-governmental authorities with jurisdiction over the Power Facility, Environmental Attributes, Environmental Incentives, Property, the Premises, and/or either Party.

1.18 “**Hazardous Materials**” shall mean any and all hazardous, harmful (or potentially harmful) or toxic substances, materials or wastes subject to regulation under the Environmental Laws and also including, without limitation: (i) those substances, materials and wastes listed or identified now or in the future by the United States Department of Transportation in the table at 49 C.F.R. section 172.101, including all amendments thereto, (ii) those substances, materials and wastes listed or identified now or in the future as “hazardous materials,” “hazardous waste,” “regulated hazardous waste” or “hazardous substances” by the law of the State of California, and (iii) any substances, materials or wastes that are or become regulated under applicable Environmental Law, including any substances, materials or wastes which include or are: (a) petroleum and derivatives thereof; (b) radioactive; (c) asbestos; (d) polychlorinated biphenyls; (e) defined, designated or listed as a “hazardous waste” under the Solid Waste Disposal Act, 42 U.S.C. sections 6901 *et seq.*, or under any implementing regulations thereto and any equivalent state or local laws or regulations; (f) defined, designated or listed as a “hazardous substance” under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. sections 9601 *et seq.*, or under any implementing regulations thereto and any equivalent state or local laws or regulations; or (g) defined, designated or listed as a “hazardous substance” under the Clean Water Act, 33 U.S.C. sections 1251, *et seq.*, or under any implementing regulations thereto and any equivalent state or local laws or regulations.

1.19 “**Hazardous Materials Activities**” shall have the meaning ascribed in Section 23.1.

1.20 “**Hazardous Materials Permit**” shall have the meaning ascribed in Section 23.2(a).

1.21 **Reserved.**

1.22 “**Landlord**” shall have the meaning ascribed in the introductory paragraph of this Lease.

1.23 “**Landlord Indemnified Parties**” shall have the meaning ascribed in Section 23.3(a).

1.24 “**Laws**” shall mean all present and future applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating Hazardous Materials).

1.25 “**Lease**” shall have the meaning ascribed in the introductory paragraph of this Lease.

1.26 **Reserved.**

1.27 “**Losses**” shall mean any and all claims, actions, causes of action, suits, proceedings, costs, expenses (including, without limitation, reasonable attorneys’ fees and costs), liabilities, injuries, damages, penalties, fines, losses and liens of any type.

1.28 **Reserved.**

1.29 **Reserved.**

1.30 **Reserved.**

1.31 “**Non-Exclusive Use Areas**” shall mean those non-exclusive use portions of the Property outside of the Premises, more particularly described in Exhibit A-1 and depicted on Exhibit A-2 as **Non-Exclusive Electrical Appurtenances Areas**, **Non-Exclusive Access Areas**, and **Temporary Use Area**. **Non-Exclusive Electrical Appurtenances Areas** shall mean those non-exclusive use portions of the Property outside of the Premises, for the construction, installation, operation and maintenance of the electrical wiring, conduits, breakers and other connections from the Power Facility to the Delivery Point. **Non-Exclusive Access Areas** shall mean all access routes available to Tenant for the construction, installation, operation and maintenance of the Power Facility, ingress and egress to and from the Premises, and the interconnection of the Power Facility at the Delivery Point. **Temporary Use Area** shall mean the area where temporary construction equipment, offices, Power Facility components will be housed during the Development Period.

1.32 “**Monetary Breach**” shall have the meaning ascribed in Section 15.1.

1.33 “**Non-Monetary Breach**” shall have the meaning ascribed in Section 15.1.

1.34 “**Operating Term**” shall mean that period of time commencing on the Commercial Operation Date and expiring on the twenty fifth (25th) anniversary thereof.

1.35 “**Other Uses**” shall have the meaning ascribed in Section 6.2.

1.36 “**Permitted Use**” shall mean constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and maintaining, repairing, using and operating, any new, existing, additional or repowered Power Facility and all legal uses incidental thereto.

1.37 “**Power Facility**” shall mean, collectively, (i) solar power generating equipment, inverters, mounting and tracking systems, monitoring systems, solar collectors, solar energy conversion systems and other power generation facilities; (ii) energy storage equipment, inverters, lithium ion batteries, monitoring systems, collectors, conversion systems and other storage facilities, of any type or technology; (iii) transmission facilities, including without limitation, overhead and underground transmission, distribution or collector lines, circuit breakers, conduits, foundations, footings, towers, poles, crossarms, guy lines, anchors and wires; (iv) overhead and underground control, communications and radio relay systems; (v) substations, power blocks, interconnection and/or switching facilities and electric transformers; (vi) measurement, research or development equipment; (vii) utility installations; (viii) safety protection facilities; (ix) laydown areas and maintenance yards; (x) roads, road-related structures and erosion control facilities that are solely and directly related to the items described in subsections (i) through (viii) in this Section; and (xi) signs and fences, all of which are located within the Premises.

1.38 “**Premises**” shall mean those areas constituting a portion of the Property, to which Tenant shall have exclusive use rights, more particularly described on Exhibit A-1 and depicted on Exhibit A-2 attached therein labeled as **Exclusive Use Areas**, for use as the location of aspects of the Power Facility and other ground mounted equipment (including inverters, transformers, meters, electrical panels, monitoring equipment conduit and related equipment).as described on Exhibit A-1 and depicted on Exhibit A-2.

1.39 “**Prevailing Party**” shall have the meaning ascribed in Section 24.12.

1.40 “**Property**” shall have the meaning ascribed in the Recitals.

1.41 “**Receiver**” shall have the meaning ascribed in Section 7.2(b)(v).

1.42 “**Remedial Work**” shall have the meaning ascribed in Section 23.8.

1.43 “**Renewal Rent Payment**” shall have the meaning ascribed in Section 5.2.

1.44 “**Rent**” shall mean those amounts required to be paid in accordance with Section 5.

1.45 “**Reporting Rights**” shall mean the right of Landlord to report to any federal, state, or local agency, authority or other Party, including without limitation under Section 1605(b) of the Energy Policy Act of 1992 and provisions of the Energy Policy Act of 2005, or under any present or future domestic, international or foreign emissions trading program, that Landlord owns the Environmental Attributes and the Environmental Incentives associated with the Power Facility.

1.46 “**Taking**” shall have the meaning ascribed in Section 17.

1.47 “**Tax Credits**” shall have the meaning ascribed in Section 1.12.

1.48 “**Tenant**” shall have the meaning ascribed in the introductory paragraph of this Lease.

1.49 “**Tenant Indemnified Parties**” shall have the meaning ascribed in Section 23.3.

1.50 “**Tenant’s Financing Party**” shall mean any entity who has or will provide financing to Tenant with respect to the Collateral.

1.51 “**Tenant’s Parties**” shall have the meaning ascribed in Section 23.1.

1.52 “**Term**” shall mean, collectively, the Development Term, Operating Term and shall include exercised Renewal Terms, if any.

1.53 “**Utility**” means the local electric distribution owner and operator providing electric distribution and interconnection services to Tenant at the Premises, as well as any other electric distribution or transmission owner or operator with approval and/or consent rights of any kind in connection with the Power Facility.

1.54 “**Utility Approval**” means all certificates, contracts, permits, licenses, and other approvals required by any Utility related to the Power Facility which shall be obtained by Tenant at its sole cost and expense.

2. Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, all as governed by the terms of this Lease, and grants to Tenant the right to use the Non-Exclusive Use Areas for the purposes set forth herein.

3. Delivery of Premises; As Is. Tenant acknowledges and agrees that, except as expressly set forth herein or in the ESA, Landlord has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (a) the Premises, the Property, or the Non-Exclusive Use Areas, (b) the value, nature, quality or condition of the Premises, the Property or the Non-Exclusive Use Areas, including, without limitation, any improvements thereon, soil, topography, and geology thereof, (c) the income of the Premises, the Property or the Non-Exclusive Areas, (d) the suitability of the Premises, the Property or the Non-Exclusive Use Areas for any and all activities and uses which Tenant intends to conduct thereon or may hereafter conduct thereon, (e) the compliance of the Premises, the Property or the Non-Exclusive Use Areas (or any aspect thereof) with any Laws or Governmental Approvals, (f) the fitness of Premises, the Property or the Non-Exclusive Use Areas for any use to be made or intended to be made by Tenant, (g) the merchantability, marketability, profitability or fitness for a particular purpose or use of Premises, the Property or the Non-Exclusive Use Areas, (h) the future development of the Premises, the Property or the Non-Exclusive Use Areas, (i) the zoning of Premises, the Property or the Non-Exclusive Use Areas, (j) any governmental approvals, permits, licenses, entitlements, or other agreements concerning Premises, the Property or the Non-Exclusive Use Areas, (k) the physical, environmental, title, leasing, financial or regulatory condition of Premises, the Property or the Non-Exclusive Use Areas, (l) any buildings, structures, or other improvements on the Premises, the Property or the Non-Exclusive Use Areas, (m) the amperage or electrical power at the Premises or whether any utilities serving the Premises, the Property or the Non-Exclusive Use Areas are sufficient for Tenant’s intended use, or (n) any other matter with respect to Premises, the Property or the Non-Exclusive Use Areas, and specifically, that, except as expressly set forth herein or in the ESA, Landlord has not made, does not make, and specifically disclaims any representations regarding compliance with any environmental protection, pollution or land use Laws. Tenant further acknowledges

and agrees that Tenant has inspected or will inspect to its satisfaction (including all studies and investigations Tenant deems prudent including but not limited to geotechnical and Hazardous Materials subsurface investigations the Premises, the Property and the Non-Exclusive Use Areas and all aspects thereof (including, without limitation, their respective physical, environmental, title, leasing, financial, and regulatory condition) and is fully relying on Tenant's expertise and its investigations and inspections of the Premises, the Property and the Non-Exclusive Use Areas and any attendant documents, and not upon any statements (oral or written) which may have been made or may be made (or purportedly made) by Landlord or any of its agents, representatives, employees, contractors or consultants, unless such written statements are set forth in this Lease or the ESA. Landlord is not liable or bound in any manner by any oral or written statements, representations or information (except as set forth herein or in the ESA) pertaining to Premises, the Property or the Non-Exclusive Use Areas furnished by any person, including, without limitation, Landlord Indemnified Parties. Tenant further acknowledges and agrees that it is leasing the Premises on an "as is", "where is", and "with all faults" basis subject to all Laws and the terms and conditions of the Lease. Tenant and anyone claiming by, through or under Tenant hereby fully and irrevocably releases Landlord and all Landlord Indemnified Parties from and against any and all claims that it or they may now have or hereafter acquire against Landlord or any of Landlord Indemnified Parties for any claim, cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any matters affecting the Premises, the Property or the Non-Exclusive Use Areas. This release includes claims of which Tenant is presently unaware of or which Tenant does not presently suspect to exist in its favor which, if known by Tenant, would materially affect Tenant's release of the Landlord. Tenant specifically waives the provisions of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

The foregoing releases survive the expiration or termination of the Lease.



Initials of Tenant

4. Term.

4.1 The initial Term of the Lease shall consist, collectively, of (a) the Development Term, (b) the Operating Term and (c) the Automatic Renewal Term (as defined below). The Term of this Lease shall automatically extend without notice for an additional five (5) year period (the "**Automatic Renewal Term**") commencing upon the date of expiration of the Operating Term, upon the same terms and conditions as set forth in the Lease (the "**Automatic 5 Year Extension**"). Notwithstanding the foregoing, if Tenant informs Landlord, in writing, not earlier than eighteen (18) months and not later than twelve (12) months prior to the commencement of the Automatic Renewal Term that Tenant does not want the Automatic 5 Year Extension to occur, then the Lease shall terminate on the expiration of the Operating Term. If Tenant fails to inform Landlord, in writing, not earlier than eighteen (18) months and not later than twelve (12) months prior to the commencement of the Automatic Renewal Term that Tenant does not want the Automatic 5 Year Extension to occur, then the Automatic Renewal Term shall commence upon the expiration of the Operating Term. Upon termination or expiration of the Energy Services Agreement, this Lease shall immediately, automatically, and unconditionally terminate concurrently with such termination or expiration.

5. Rent; Security Deposit.

5.1 Within five (5) Business Days following the Commercial Operation Date, Tenant shall pay to Landlord a one-time rent payment of Twenty-Five Dollars (\$25.00) (the "**Rent**"), which represents the advance rental payment for the Operating Term. All other amounts due and payable to Landlord pursuant to the terms hereof shall be paid to Landlord upon demand without grace, offset, or deduction pursuant to the terms of this Lease. All monetary obligations of Tenant to Landlord under this Lease shall be deemed "rent" or "Rent".

5.2 Within five (5) Business Days following the commencement of the Automatic Renewal Term, if applicable, Tenant shall pay to Landlord a one-time rent payment of One Hundred and No/100 Dollars (\$100.00) (the “**Renewal Rent Payment**”).

5.3 Within two (2) Business Days of the Effective Date, Tenant shall deposit with Landlord the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00), which sum (the “**Security Deposit**”) shall be held by Landlord as security for the faithful performance of all of the terms, covenants and conditions of this Lease to be kept and performed by Tenant during the Term. If Tenant defaults (beyond any applicable cure period) with respect to any provision of this Lease, including, without limitation, the provisions relating to the payment of rental and other sums due hereunder, Landlord shall have the right, but shall not be required, to use, apply or retain all or any part of the Security Deposit for the payment of rental or any other amount which Landlord may spend or become obligated to spend by reason of Tenant’s default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant’s default. If any portion of the Security Deposit is so used or applied, Tenant shall, within ten (10) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount and Tenant’s failure to do so shall, at the sole option of Landlord, be a material Event of Default on the part of Tenant under this Lease. Landlord shall not be required to keep any deposit under this Section separate from Landlord’s general funds. Provided that no uncured Event of Default by Tenant then exists under this Lease, the Security Deposit, or any balance thereof, shall be returned to Tenant within a reasonable time period following the expiration or earlier termination of this Lease and after Tenant has vacated the Premises in accordance with the provisions hereof. In the event of termination of Landlord’s interest in this Lease, Landlord shall transfer the Security Deposit then held by Landlord to Landlord’s successor in interest, whereupon Tenant agrees to release Landlord from all liability for the return of such deposit or the accounting thereof. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any moneys to be paid by Tenant under this Lease.

6. Use and Access.

6.1 Permitted Use. Tenant shall use the Premises only for the Permitted Use.

6.2 Other Uses. Landlord shall not take any action on the Property and shall not authorize any party claiming a right to the Property by through or under Landlord to take any action, which Landlord reasonably should know will materially and adversely affect the Power Facility’s access to unobstructed direct sunlight.

6.3 Routine Access for Operation and Monitoring. For purposes of routine access for operation and monitoring of the Power Facility, Tenant and Tenant’s designees (including any Tenant’s Financing Party and any Utility) shall have the non-exclusive right of ingress and egress from a public right of way, over the Property to the Premises (as designated on Exhibit A-2) at any time upon two (2) Business Days advanced telephone notice to the Supervisor of the Palmdale WRP at (661) 942-5757. Tenant shall ensure that any person or entity entering or exiting the Property on behalf of Tenant pursuant to the terms and conditions above does not interfere in any way with Landlord’s operations at the Property. Procedures for Tenant to access the Property to install, construct, interconnect, disconnect, maintain, alter, repair, improve, replace, reconstruct and remove the Power Facility shall be as specified in Section 6.4.

6.4 Installation. During the Term, Tenant shall have, subject to the terms of Landlord Contract No. 5605 including those provisions relating to prevailing wage, the right to install, construct, operate, interconnect, disconnect, maintain, alter, repair, improve, replace, reconstruct and remove the Power Facility on the Premises and to make such other installations on the Premises and Non-Exclusive Use Areas, and to exercise its rights across the Non-Exclusive Use Areas in furtherance of the same, as may be reasonably necessary or desirable in connection with the Permitted Use. Tenant shall have the right at any time and from time to time to repair, replace, remove, reconstruct, improve, enhance, or replace the Power Facility or any portion thereof with new or different equipment with the same or different specifications so long as the installation of such Power Facility is otherwise in compliance with this Lease and all applicable Laws and is within the Premises. Subject to the other conditions and limitations set forth herein, Tenant may secure the Power Facility with fencing or other barriers as it deems necessary to ensure exclusive access thereto. Tenant shall provide Landlord with no less than thirty (30) days’ advanced notice of the commencement of any work to install, construct, interconnect, disconnect, maintain, alter, repair, improve,

replace, reconstruct and remove the Power Facility at the Premises (a “**Construction Notice**”). Any and all work that Tenant performs at the Premises, including, without limitation, installing, constructing, operating, interconnecting, disconnecting, maintaining, altering, repairing, improving, replacing, reconstructing, and removing the Power Facility on the Premises and/or making such other installations on the Premises, shall be performed in a good and workmanlike manner and in compliance with all Laws, the terms and conditions of this Lease, and the Plans (as defined below) as approved by Landlord. Tenant shall ensure that the design of the Power Facility is completed prior to issuance of the Construction Notice. Prior to commencing any work with respect to the Power Facility, Tenant shall deliver to Landlord all plans, specifications and other documentation and information requested by Landlord (collectively, the “**Plans**”) with respect to the Power Facility for Landlord’s written approval. Tenant shall not install any aspect of the Power Facility without the prior written consent of Landlord which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, Landlord agrees that such design is the property of Tenant and shall not be used for Landlord’s sole benefit. Notwithstanding anything to the contrary in this Lease, Landlord shall have no liability or responsibility whatsoever for the Plans or any aspect thereof, including, without limitation, the Plans’ compliance with Laws. In the event that Landlord does not grant consent to the design of the Power Facility pursuant to this Section, Landlord shall submit reasonable modifications to the design, construction or implementation of the Power Facility that would make the design of the same acceptable and thereafter, both parties shall work in good faith to settle on a mutually agreeable design for the Power Facility. Should Landlord and Tenant not be able to agree upon a design for the Power Facility within thirty (30) days of Landlord’s objection to the proposed design (the “30 Day Period”), Tenant or Landlord may terminate this Lease by providing written notice to the other Party within thirty (30) days of the expiration of the 30 Day Period. Upon delivery of a notice of termination by either Party, this Lease shall immediately, automatically, and unconditionally terminate.

7. Ownership of Power Facility; Power Facility Financing.

7.1 Power Facility Is Personal Property. Landlord expressly acknowledges and agrees that the Power Facility, the renewable energy, and any personal property and equipment placed on the Premises by Tenant or Tenant’s designees associated with the Power Facility are personal property and shall remain the personal property of Tenant, shall not be considered the real or personal property of Landlord and shall not attach to or be deemed a part of, or fixture to, the Premises, the Property or any part thereof, no matter the manner in which the same is affixed to real property. In furtherance of the foregoing, Landlord agrees that the Collateral consisting of trade fixtures shall not be deemed a fixture or part of the Premises but shall at all times be considered personal and moveable property, whether or not any Collateral becomes so related to the Premises that an interest therein would otherwise arise under applicable Laws. Tenant may remove all or any portion of the Power Facility at any time and from time to time; provided, however, Tenant shall repair any damage resulting therefrom and restore the Premises to their original condition, ordinary wear and tear excepted. Without limiting the generality of the foregoing, Landlord shall take no action to impede or interfere with Tenant’s Financing Party’s remedies under a security interest in the Power Facility. Notwithstanding anything to the contrary in this Lease, Tenant agrees that pursuant to the ESA, Landlord is the legal and beneficial owner of all Environmental Attributes and Environmental Incentives.

Subject to the delivery of prior written notice to Landlord, Landlord consents to the filing of one or more precautionary financing statements or fixture filings in such jurisdictions as Tenant deems appropriate in connection with identifying its interests in the Power Facility or its grant of a security interest in the Collateral. Tenant warrants and shall ensure that any Uniform Commercial Code Financing Statement filed as a matter of public record by any lessor or creditor of Tenant will indicate that such financing statement is applicable only to the equipment comprising the Power Facility and not the Premises, the Property, or any aspect thereof.

7.2 Tenant’s Financing Rights. Landlord hereby agrees that Tenant shall have the right, in its sole and absolute discretion, to hypothecate the Collateral as security for its obligations under any equipment lease or other financing arrangement related to the conduct of the Permitted Use. In connection with the foregoing:

(a) Consent to Collateral Assignment. Landlord hereby consents to the transfer (however denominated, including by sale-leaseback) of the Collateral (or any part thereof) to a Tenant’s Financing Party and/or the collateral assignment to Tenant’s Financing Party of Tenant’s right, title and interest in and to this Lease, the Energy Service Agreements and/or the Collateral. In connection with the foregoing, Landlord will execute within forty-five (45) days all lien waivers, consents, acknowledgements, subordination agreements and other instruments and documentation in commercially reasonable form requested by Tenant or any Tenant’s Financing Party

in connection with any such sale, lease or financing arrangement. Notwithstanding anything to the contrary in this Lease, Tenant shall ensure that no lien, security interest or other Tenant's Financing Party interest of any type attaches to the fee simple interest in the Property, or to Landlord's personal property.

(b) Tenant's Financing Party Rights: Notwithstanding any contrary term of this Lease:

(i) Provided that prior written notice has been given of an assignment to such party, including notice contact information for the same, Tenant's Financing Party, as collateral assignee of this Lease, shall be entitled to exercise, in the place and stead of Tenant, any and all rights and remedies of Tenant under this Lease in accordance with the terms of this Lease.

(ii) Tenant's Financing Party shall have the right (exercisable in its sole and absolute discretion), but not the obligation, to pay all sums due under this Lease and to perform any other act, duty or obligation required of Tenant hereunder or cause to be cured any default of Tenant hereunder in the time and manner provided by the terms of this Lease.

(iii) Upon the exercise of any remedies pursuant to a security interest in the Power Facility, including any sale thereof, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Tenant to a Tenant's Financing Party in lieu thereof, the Tenant's Financing Party will give Landlord notice of the transferee or assignment of this Lease. s.

(iv) Upon any rejection or other termination of this Lease pursuant to any process undertaken with respect to Tenant under the United States Bankruptcy Code, at the request of Tenant's Financing Party made within thirty (30) calendar days of such termination or rejection, Landlord shall enter into a new agreement with Tenant's Financing Party on the following terms and conditions:

A. The term of the new lease agreement shall commence on the date of termination, foreclosure, rejection or disaffirmance and shall continue for the remainder of the Term of this Agreement, at the same fees and payments and subject to the same terms and conditions as set forth in this Agreement.

B. The new lease agreement shall be executed within sixty (60) days after receipt by Owner of written notice of the Tenant's Financing Party's election to enter into a new lease agreement, provided said Tenant's Financing Party: (I) pays to Landlord all fees and payments and other monetary charges payable by Tenant under the terms of this Lease up to the date of execution of the new lease agreement, as if this Lease had not been terminated, foreclosed, rejected or disaffirmed; (II) performs all other obligations of Tenant under the terms of this Lease, to the extent performance is then due and susceptible of being cured and performed by the Tenant's Financing Party; (III) agrees in writing to perform, or cause to be performed, all non-monetary obligations which have not been performed by Tenant that are reasonably susceptible of being performed by the Tenant's Financing Party and would have accrued under this Lease up to the date of commencement of the new lease agreement; (iv) pays to Landlord all reasonable attorneys' fees and costs incurred by Landlord in preparing, revising, and negotiating such new lease, and (v) such new lease is on terms reasonably similar to the terms and conditions set forth in this Lease and acceptable to Landlord.

C. The new lease agreement shall enjoy the same priority as this Lease over any lien, encumbrance or other interest created by Landlord; and, until such time as such new agreement is executed and delivered, the Tenant's Financing Party may enter, use and enjoy the Property and conduct operations thereon and shall perform all obligations of Tenant under this Lease as if this Lease were still in effect.

D. At the option of the Tenant's Financing Party, the new lease agreement may be executed by a designee of such Tenant's Financing Party without the Tenant's Financing Party assuming the burdens and obligations of Tenant thereunder.

If more than one Tenant's Financing Party makes a written request for a new lease agreement pursuant hereto, the new lease agreement shall be delivered to the Tenant's Financing Party

requesting such new lease agreement whose Tenant's Financing Party is prior in lien, and the written request of any other Tenant's Financing Party whose lien is subordinate shall be void and of no further force or effect, all as reasonably determined by Landlord.

E. The provisions of this Section shall survive the termination, rejection or disaffirmance of this Lease and shall continue in full force and effect thereafter to the same extent as if this Section were a separate and independent contract made by Landlord, Tenant and such Tenant's Financing Party, and, from the effective date of such termination, rejection or disaffirmance of this Lease to the date of execution and delivery of such new lease agreement, such Tenant's Financing Party may use and enjoy said Premises without hindrance by Landlord or any person or entity claiming by, through or under Landlord, provided that all of the conditions for a new lease agreement as set forth herein are complied with.

(v) Prior to a termination of the Lease, Tenant's Financing Party or its representatives or invitees or any receiver or other similar official appointed in respect of the Collateral (a "**Receiver**") may enter upon the Premises at a reasonable time during ordinary business hours upon five (5) days' advance written notice to Landlord to inspect or remove any or all of the Collateral; provided, however, Tenant shall ensure that Tenant's Financing Party shall (A) promptly repair any damage caused by such removal (B) restore the Premises to their original condition, ordinary wear and tear excepted and (C) not interfere with Landlord's business operations at the Property. Landlord shall have the right to have representatives of Landlord monitor the activities of Tenant's Financing Party on the Property and to accompany Tenant's Financing Party at the Property at all times.

(vi) Upon a termination of the Lease, Landlord will permit Tenant's Financing Party and its representatives and invitees and any Receiver to occupy and remain on the Premises; provided, that (A) such period of occupation (the "**Disposition Period**") shall not exceed more than sixty (60) days following receipt by Tenant's Financing Party of a notice of default under this Lease or, if the Lease has expired by its own terms (absent a default thereunder), up to thirty (30) days following Tenant's Financing Party's receipt of written notice of such expiration, (B) for the actual period of occupancy by Tenant's Financing Party, Tenant's Financing Party will pay to Landlord the Rent due under the Lease pro-rated on a per diem basis, shall provide and retain liability and property insurance coverage and utilities to the extent required of Tenant by the Lease, and shall abide by all other terms and conditions of Tenant under the Lease, and (C) such amounts paid by Tenant's Financing Party to Landlord shall exclude any rent adjustments, indemnity payments or similar amounts for which the Tenant remains liable under the Lease for default, holdover status or other similar charges.

(vii) During any Disposition Period, (A) Tenant's Financing Party and its representatives and invitees and any Receiver, upon at least five (5) days' prior written notice, may inspect, repossess, remove and otherwise deal with the Collateral, provided that such parties shall promptly repair any damage caused by such inspection or removal and restore the Premises to their original condition, ordinary wear and tear excepted, and Tenant's Financing Party may advertise and conduct private sales of the Collateral at the Premises (or public auctions of the Collateral at locations outside the Premises), and (B) Tenant's Financing Party shall make the Premises available for inspection by Landlord and prospective tenants and shall cooperate in Landlord's efforts to re-lease the Premises. If Tenant's Financing Party conducts a private sale of the Collateral at the Premises or a public auction at a location outside the Premises, Tenant's Financing Party shall notify Landlord first and to hold such sale in a manner which would not unduly disrupt Landlord's or any other tenant's use of the Premises.

(viii) If any order or injunction is issued or stay granted that prohibits Tenant's Financing Party from exercising any of its rights hereunder, then, at Tenant's Financing Party's option, the Disposition Period shall be stayed during the period of such prohibition and shall continue thereafter for the greater of (A) the number of days remaining in the Disposition Period or (B) sixty (60) days.

(c) Notices of Default. Provided that Tenant has provided Landlord with Tenant's Financing Party's notice information (including name and current mailing address, telephone number, and email address) in writing, Landlord will deliver to Tenant's Financing Party, concurrently with delivery thereof to Tenant, a copy of each notice of Monetary Breach, Non-Monetary Breach and Event of Default given by Landlord under this

Lease, inclusive of a reasonable description of the Tenant default. No such notice will be effective with respect to the Tenant Financing's Party absent delivery to the Tenant's Financing Party.

(d) Right to Cure.

(i) Landlord shall not exercise any right to terminate this Lease pursuant to Section 16 unless Landlord has given Tenant's Financing Party prior written notice of Landlord's intent to so terminate, and the condition giving rise to the right of termination that was not cured within the time period set forth in this Lease.

(ii) Landlord acknowledges and agrees that Tenant may change the Tenant's Financing Party at any time, in its sole discretion, and Landlord will abide by such new contact information and payment directions as instructed in writing by Tenant.

(iii) Tenant Financing's Parties shall have the same period after receipt of notice of Monetary Breach and Non-Monetary Breach, to cause the same to be remedied, as is given to Tenant after Tenant's receipt of notice of default, plus, in each instance, the following additional time periods: (i) thirty (30) days, for a total of thirty seven (37) days after receipt of the notice of Monetary Breach; and (ii) sixty (60) days, for a total of ninety (90) days after receipt of the notice of Non-Monetary Breach, provided that such ninety (90) day period shall be extended for the time reasonably required to complete such cure, including the time required for the Tenant Financing's Party to perfect its right to cure such Non-Monetary Breach by obtaining possession of the Premises (including possession by a receiver) or by instituting foreclosure proceedings, provided the Tenant's Financing Party acts with reasonable and continuous diligence. The Tenant's Financing Party shall have the absolute right to substitute itself for Tenant and perform the duties of Tenant hereunder for purposes of curing such breaches. Landlord expressly consents to such substitution, agrees to accept such performance, and authorizes the Tenant's Financing Party (or its employees, agents, representatives or contractors) to enter upon the Premises to complete such performance with all the rights, privileges and obligations of the original Tenant hereunder. Tenant hereby acknowledges and agrees that all actions undertaken by Landlord in accordance with a Tenant's Financing Party's instructions pursuant to this Section shall constitute proper action under the terms of this Lease. Tenant hereby waives all claims against Landlord for the same for Landlord's compliance with Tenant's Financing Party's instructions given pursuant to this Section, even if those instructions prove to be improper or are disallowed by a court of competent jurisdiction. Without limiting the foregoing, Landlord shall not be required to make any inquiry or conduct any investigation into the validity or appropriateness of Tenant's Financing Party's written demand for action or allowance hereunder. Landlord shall not, and shall have no right to, terminate this Lease prior to expiration of the cure periods available to a Tenant's Financing Party as set forth above.

8. Approvals; Financing. It is understood and agreed that the ability of Tenant to use the Premises for the Power Facility is expressly contingent upon Landlord obtaining approval of the Site Plan Review application from the County of Los Angeles and complying with the requirements of CEQA applicable to the Power Facility, and Tenant obtaining and maintaining all other Governmental Approvals and Utility Approvals that may be required by the Governmental Authorities and closing financing for the Power Facility; provided, however, that Tenant must undertake all commercially reasonable efforts to obtain all Governmental and Utility Approvals prior to terminating this Lease pursuant to the ESA. At no out of pocket cost or expense or liability to Landlord, the Parties shall (a) reasonably cooperate with each other's effort to obtain the Governmental Approvals, Utility Approvals, Engineering Review and approvals of financing parties and (b) unless required as a result of emergency or order, take no action which would likely have a material adverse effect on the status of the Premises with respect to the Permitted Use or either Party's ability to obtain and maintain the Governmental Approvals, Utility Approvals, Engineering Review and approvals of financing parties. Notwithstanding the foregoing, Landlord shall undertake reasonable efforts to, prior to Condition Satisfaction Date (as defined in the ESA), to (y) obtain approval of the Site Plan Review application from the County of Los Angeles for the Permitted Use; and (z) prepare and satisfy any requirements pursuant to CEQA necessary to allow the Permitted Use, as required under the ESA. Tenant shall obtain and maintain all other Governmental Approvals and Utility Approvals at its sole cost and expense.

9. Maintenance, Security, Utilities.

9.1 Tenant's Maintenance Obligations. Tenant shall maintain in good order and condition and repair the Premises and the Power Facility and all aspects thereof.

9.2 Landlord's Maintenance Obligations; Non-Exclusive Use Areas. During the Term, and subject to Tenant's obligations set forth in Section 9.1, Landlord shall maintain, in their current condition and repair, the Non-Exclusive Use Areas; provided, however, in the event that the Non-Exclusive Use Areas or any portion thereof are damaged as a result of Tenant's negligence or willful misconduct, then Tenant shall immediately make all such repairs, at Tenant's sole cost and expense, to the satisfaction of Landlord. Landlord shall use its commercially reasonable efforts to make repairs in order to eliminate any material and adverse interference with Tenant's Permitted Use. Landlord shall have the right, in Landlord's sole and absolute discretion to make changes to the Non-Exclusive Use Areas and to close various portions of the Non-Exclusive Use Areas for repair or maintenance provided that Tenant has alternate access to the Premises during such closures. In no event shall Tenant store any items or equipment whatsoever on the Non-Exclusive Use Areas or construct or install any improvements thereon.

9.3 Landlord's Damage. If Landlord damages the Power Facility or any portion thereof, Landlord shall promptly notify Tenant of same. Tenant shall have the right to make all reasonable repairs to Power Facility or related facilities. To the extent such damage was caused by the gross negligence or willful misconduct of Landlord or Landlord Indemnified Parties, any costs or expenses incurred by Tenant in repairing the Power Facility or related facilities will be paid directly by Landlord to Tenant within ninety(90) days of receipt of an invoice therefor.

9.4 Utilities. Tenant shall provide internet service for operation of the Power Facility. Landlord shall provide Tenant, at no cost, auxiliary power to supply the Power Facility's transformers, metering and monitoring system through Landlord's service meter. Tenant shall be responsible for furnishing and paying for all other utilities necessary.

10. Insurance. Tenant shall each maintain the following insurance coverages in full force and effect throughout the Term: (a) workers' compensation insurance as may be from time to time required under applicable Laws, (b) commercial general liability insurance with limits of not less than two million dollars (\$2,000,000) general annual aggregate two million dollars (\$2,000,000) per occurrence, (c) employer's liability insurance with coverage of at least one million dollars (\$1,000,000) per accident/disease, (d) automobile insurance with coverage of one million dollars, (\$1,000,000) per occurrence, and (e) workers' compensation insurance as required by Laws. Service Provider shall add District (Nos. 2 and 20) as an additional insured to all aforementioned policies. Additionally, Tenant shall carry adequate property loss insurance on the Power Facility. Tenant, upon request, shall furnish current certificates evidencing that the insurance required under this Section is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insured agrees to give the other Party thirty (30) days' written notice before the insurance is cancelled or materially altered. Each Party's insurance policy shall be written on an occurrence basis. Each Party's insurance shall include the other Party as an additional insured as its interest may appear. Tenant shall have the right to obtain the insurance of the kind and in the amounts provided for under this paragraph under a blanket insurance policy covering other properties as well as the Premises. Landlord and Tenant hereby release each other, and their respective authorized representatives, from any claims for damage to any person, or to the Premises (including the improvements and personal property located therein) that are caused by or result from risks insured against under any property insurance policies carried by the Parties and in force at the time of such damage, provided that each Party is able to obtain from its respective insurer(s), without payment of additional premium, a waiver by such insurer(s) of all rights of subrogation or assignment of claims in connection with a claim against Landlord or Tenant, as the case may be, covered by such insurance. Insurance required by Tenant under this Lease shall be by companies duly licensed or admitted to transact business in California, and maintaining during the policy term a "General Policyholders Rating" of at least B+, V, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by Landlord. Tenant shall not do or permit to be done anything which invalidates the required insurance policies. Tenant shall, concurrently upon execution of this Lease, deliver to Landlord certified copies of policies of such insurance or certificates evidencing the existence and amounts of the required insurance. Tenant shall, at least thirty (30) days prior to the expiration of such policies, furnish Landlord with evidence of renewals or "insurance binders" evidencing renewal thereof.

10.1 Waiver of Subrogation. The aforementioned insurance policies shall contain a waiver of subrogation, for the benefit of the Landlord, barring Awardee or any of its officers, employees or agents, or

its carriers, from bringing an action in subrogation against the Landlord relating to any of the aforementioned insurance policies, including workers' compensation insurance.

10.2 **Standard Endorsement Language.** "County Sanitation Districts Nos. 2 and 20 of Los Angeles County, the public entities, Authorities, and Sanitation Districts for which County Sanitation District Nos. 2 and 20 of Los Angeles County is the appointed administrative agent, and their respective elected officials, officers, employees, boards of directors, agents, and volunteers as additional insured by endorsement."

Certificate Holder Name should read:
Los Angeles County Sanitation Districts
Attention: Insurance Compliance
PO Box 100085-LJ

11. Taxes.

11.1 Payment Obligations. Tenant shall duly and timely pay all personal property, real estate taxes, assessments, or charges owed on the Premises, including possessory interest taxes, which are the result of the installation, maintenance, and operation of the Power Facility, including any increase in real estate taxes at the Property as indicated or reflected in the county assessor's records. Landlord and Tenant shall each be responsible for their respective portion of the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon their respective business conducted at the Property. Nothing in this Section shall be construed as making Tenant or Landlord liable for any portion of the other party's income taxes in connection with its use of the Property.

11.2 Right to Contest Taxes. Tenant, at its cost, shall have the right at any time to seek a reduction in or otherwise contest any taxes for which it is obligated to pay and/or reimburse Landlord pursuant to this Section, by action or proceeding against the entity with authority to assess or impose the same. Landlord shall not be required to join in any proceeding or action brought by Tenant unless the provisions of applicable Laws require that such proceeding or action be brought by or in the name of Landlord, in which event Landlord shall join in such proceeding or action or permit it to be brought in Landlord's name, provided that Tenant protect, indemnify, and hold Landlord free and harmless from and against any liability, claim, damage, cost or expense in connection with such proceeding or contest. Tenant shall continue, during the pendency of such proceeding or action, to pay the taxes due pursuant to this Section. If Tenant is successful in such action or proceeding, Landlord shall reimburse to Tenant any amounts realized by Tenant in such contest or proceeding within thirty (30) days after the amount of such reduction has been determined and Landlord has received a refund therefor from the taxing authority.

12. Liens. Tenant shall pay, when due, all charges for labor or materials furnished to Tenant at the Premises. Tenant shall not allow any mechanics' liens to be filed against the Premises unless Tenant provides to Landlord a bond or other surety in the amount required by law to release the lien. Tenant shall give Landlord not less than ten (10) days' notice prior to the commencement of any work in, on or about the Premises, and Landlord shall have the right to post notices of non-responsibility pursuant to Laws.

13. Removal at End of Term. Tenant shall, upon expiration or earlier termination of the Term, remove the Power Facility and all personal property and restore the Premises to its original condition less wear and tear, reasonable wear and tear excepted. Landlord agrees and acknowledges that the Power Facility and all of the equipment, conduits, fixtures and personal property of Tenant shall remain the personal property of Tenant and Tenant shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. Notwithstanding the foregoing, provided that Tenant has timely applied for, and diligently prosecuted to completion, all necessary permits and approvals to remove the Tenant's equipment such that the equipment can be removed prior to the expiration of the Term and, for reasons outside of the reasonable control of Tenant (*e.g.*, despite such diligent efforts the permits have not been issued), then Tenant shall have an additional period of ninety (90) days after the expiration or earlier termination of the Term to cause such removal. In connection with the foregoing, Landlord shall promptly execute and deliver any and all permits and permit applications reasonably necessary or desirable so that Tenant may remove the Power Facility. The terms and obligations of this Section shall survive and be applicable upon any expiration or earlier termination of this Lease.

14. Quiet Enjoyment. Landlord covenants that, provided that Tenant is not in default hereunder beyond any applicable notice or cure period, Tenant shall peaceably and quietly have, hold and enjoy access to and the benefits of the Premises during the Term for the Permitted Use.

15. Default.

15.1 Tenant Default. In the event of any breach by Tenant of any of its material representations, warranties, covenants or obligations under this Lease, Landlord shall give Tenant written notice of such breach. If such breach is monetary in nature (Tenant's failure to pay an amount properly due and owing hereunder) (a "**Monetary Breach**"), after receipt of written notice thereof from Landlord, Tenant shall have seven (7) days in which to cure any such monetary breach hereunder. If such breach is non-monetary in nature (Tenants' failure to abide by a term of this Lease not involving the payment of a monetary amount) (a "**Non-Monetary Breach**"), after receipt of written notice thereof from Landlord, Tenant shall have thirty (30) days in which to cure any such Non-Monetary Breach hereunder; provided Tenant shall have such extended period as may be reasonably required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Tenant commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion; provided, however, in no event shall such cure period exceed ninety (90) days. A Monetary Breach or Non-Monetary Breach not cured within the timeframe provided pursuant to this Section shall be referred to hereunder as an "**Event of Default.**"

15.2 Landlord Default. In the event of any breach by Landlord of any of its material representations, warranties, covenants or obligations under this Lease, Tenant shall give Landlord written notice of such breach. After receipt of such written notice, Landlord shall have forty five (45) days in which to cure any such breach hereunder; provided Landlord shall have such extended period as may be reasonably required beyond the forty five (45) days if the nature of the cure is such that it reasonably requires more than forty five (45) days and Landlord commences the cure within the forty five (45) day period and thereafter continuously and diligently pursues the cure to completion.

16. Remedies.

16.1 Landlord's Remedies. Upon an Event of Default, and subject to any Tenant's Financing Party's notice and cure rights hereunder, Landlord may at any time thereafter, and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default pursue any remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which the Property is situated (all of which remedies shall be distinct, separate and cumulative) as follows:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession to Landlord. In such event Landlord shall be entitled to recover from Tenant: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by the Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Landlord in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Landlord to mitigate damages caused by Tenant's Event of Default under this Lease shall not waive Landlord's right to recover any damages to which Landlord is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Landlord shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Landlord may reserve the right to recover all or any part thereof in a separate suit. If a notice required under this Lease was not previously given, a notice to pay rent

or quit, or to perform or quit given to Tenant under the unlawful detainer statute shall also constitute the notice required by this Lease. In such case, the applicable grace period required by this Lease and the unlawful detainer statute shall run concurrently, and the failure of Tenant to cure any default within the greater of the two such grace periods shall constitute both an unlawful detainer and an Event of Default under this Lease entitling Landlord to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Tenant's right to possession and recover the Rent as it becomes due, in which event Tenant may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Landlord's interests, shall not constitute a termination of the Tenant's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Tenant's right to possession shall not relieve Tenant from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Tenant's occupancy of the Premises.

16.2 Tenant's Remedies. Upon a breach by Landlord that is not cured within the permitted time under Section 16, Tenant may, at its option, declare an event of default and seek all available remedies under the laws and judicial decisions of the state in which the Property is situated (all of which remedies shall be distinct, separate and cumulative), each and all of which shall be cumulative and nonexclusive, upon notice thereof.

17. Casualty and Condemnation. All payments made on account of any taking or threatened taking of the Property or any part thereof in condemnation proceedings or by inverse condemnation by a Governmental Authority or private party under the exercise of the right of eminent domain may be made to Landlord, except that Tenant shall be entitled to, and Landlord shall request that such condemning authority make payment directly to Tenant of: (i) any removal and relocation costs of the Power Facility, (ii) any loss of or damage to any Power Facility, (iii) the loss of use of any portion of the Premises by Tenant and (iv) Tenant's lost profits, measured in each case with regard to the effect on Tenant's use of the Premises and any effect on Tenant's use of other property. If such condemning authority makes all payments to Landlord, then Landlord shall forthwith make payment to Tenant of the award to which Tenant is entitled. Tenant shall have the right to participate in any condemnation settlement proceedings and Landlord shall not enter into any binding settlement agreement without the prior written consent of Tenant, which consent shall not be unreasonably withheld. Should title to or possession of all of the Property be permanently taken, or should a partial taking render the remaining portion of the Premises unsuitable for Tenant's use (as determined by Tenant), then Tenant may terminate this Lease upon such vesting of title or taking of possession. In the event of a casualty that damages or destroys more than twenty (20%) of the Power Facility (as reasonably determined by Tenant), Tenant shall have the right to terminate this Lease upon written notice to Landlord within sixty (60) days of the occurrence of such casualty. In the event that Tenant does not deliver notice of termination to Landlord within such sixty (60) day period, then Tenant shall have no right to terminate this Lease pursuant to this Section as a result of such casualty, and Tenant shall immediately repair all such damages that resulted from the subject casualty. In the event that Tenant delivers such written notice to Landlord regarding termination in a timely manner, then this Lease shall immediately, automatically, and unconditionally terminate effective upon delivery of such termination notice to Landlord.

18. No Liability for Interruption of Utilities. Except only to the extent caused by Landlord's gross negligence or willful misconduct committed in bad faith, Landlord shall not be liable in damages for any failure or interruption of any utility or service to the Premises. Without limiting the foregoing, no failure or interruption of any utility or service shall entitle Tenant to terminate this Lease or discontinue making payments of Rent unless such failure or interruption is the result of Landlord's gross negligence or willful misconduct committed in bad faith.

19. Compliance with Laws. During the Term, Landlord, at its sole cost and expense, shall use its commercially reasonable efforts to maintain the Premises in compliance with all Laws. Tenant shall, at Tenant's sole cost and expense, comply with (a) all Laws relating to Tenant's Permitted Use of the Premises (including, but not limited to, all Laws relating to Hazardous Materials) and to any and all aspects of Tenant's use and activities conducted at the Property, (b) any and all Governmental Approvals, Utility Approvals any and all permits and approvals that affect the Premises or the Non-Exclusive Area including, without limitation, the Site Plan Review application and CEQA, and (c) all obligations of Tenant under this Lease

20. Representations.

a. In order to induce Tenant to enter into this Lease, Landlord covenants, represents and warrants, as of the Effective Date, as follows: (a) Landlord is solvent and is the fee owner of the Premises and has full authority to enter into, execute, deliver and perform this Lease, and is not in default of any mortgage, deed of trust or other similar monetary lien affecting the Premises and (b) Landlord has received no actual or constructive notice of any condemnation or eminent domain proceedings or negotiations for the purchase of the Property or any part thereof in lieu of condemnation.

b. Tenant covenants, represents and warrants, as of the Effective Date and throughout the Term of this Lease, as follows: (a) Tenant is solvent and has the full right, power, and authority to enter into, execute, deliver and perform this Lease, (b) the execution, delivery and performance by Tenant of the Lease (i) are within the powers of Tenant (ii) do not and will not violate any Law or any indenture, agreement or any other instrument to which Tenant is a party or by which Tenant is bound, or in conflict with, result in any breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument.

21. Subordination; Non-Disturbance Agreement. Landlord shall deliver to Tenant, and all applicable parties shall execute, on or prior to the Effective Date, a commercially reasonable subordination, non-disturbance and attornment agreement with regard to any existing mortgages, deeds of trust and all other similar monetary liens in Landlord's interest in the Premises. Landlord shall obtain, and all applicable parties shall execute, a commercially reasonable subordination, non-disturbance and attornment agreement from any subsequent mortgagee of Landlord's interest in the Property as a condition of placing any new mortgage on the Premises after the Effective Date, and further provided that in the event that Landlord obtain such agreement, this Lease shall be subordinate to any subsequent mortgage or deed of trust in accordance with the terms and conditions of a reasonable subordination, non-disturbance and attornment agreement.

22. Estoppel Certificates. Each Party shall from time to time upon not less than twenty (20) days' prior written request by the other, execute, acknowledge, and deliver an estoppel certificate, provided the same is in commercially reasonable form ("**Estoppel Certificate**") addressed to Tenant's Financing Party, or any mortgagee or proposed mortgagee or purchaser of the Property or the Power Facility, or any part thereof, or addressed to the Landlord or Tenant, as the case may be. The Estoppel Certificate may be relied upon by Tenant's Financing Party, and any prospective purchaser or existing or prospective mortgagee or beneficiary under any deed of trust of the Property or Power Facility. A Party's failure to timely deliver such certificate (after the requesting Party's delivery of a second notice and lapse of ten (10) days) shall be conclusive upon the unresponsive Party that this Lease is in full force and effect, without modification except as may be represented by the requesting Party, that there are no uncured Events of Default. In no event shall Landlord be obligated to deliver more than three (3) Estoppel Certificates per calendar year. Should Tenant need more than one (1) Estoppel Certificate in any calendar year, it shall reimburse Landlord for its documented costs and expenses incurred (including reasonable attorneys' fees) in delivering each such additional estoppel.

23. Environmental.

23.1 General. Except for improvements on the Premises, Tenant hereby represents, warrants and covenants that Tenant will not, and shall not permit its agents, employees, contractors, subcontractors, subtenants, assigns and invitees (collectively, "**Tenant's Parties**") to produce, use, store, generate, treat, release, remediate, discharge, dispose of, handle, manufacture, or transport any Hazardous Materials in, on, at, under, about, to or from the Premises and/or the Building (the foregoing activities are sometimes referred to herein, collectively, as "**Hazardous Materials Activities**"). Tenant shall not, without Landlord's prior written consent in Landlord's sole and absolute discretion, cause or permit any Hazardous Material to be brought upon, placed, stored, or used on, in, at, under or about the Premises and/or the Building by Tenant or Tenant's Parties, and shall not permit any Hazardous Materials to be manufactured, generated, blended, handled, recycled, disposed of, or released on, in, at, under or about the Premises and/or the Power Facility by Tenant or Tenant's Parties. Tenant shall not excavate, disturb or conduct any testing of any soils in, on, under or about the Premises and/or the Power Facility without obtaining Landlord's prior written consent (in Landlord's sole and absolute discretion), and any investigation or remediation in, on, under or about the Premises and/or the Power Facility shall be conducted only by a consultant approved in writing by Landlord (which approval may be withheld in Landlord's sole and absolute discretion) and pursuant to a work letter

approved in writing by Landlord. Tenant shall not violate any Environmental Laws in its use of the Power Facility, Premises, or the Non-Exclusive Use Areas or conduct of its business operations therefrom including, without limitation, its use of the Permitted Hazardous Materials. As used herein, “**Environmental Laws**” means any federal state or local laws, ordinances, codes, statutes, regulations, administrative rules, policies and orders, and other authority, existing now or in the future, which classify, regulate, list or define hazardous substances, materials, wastes contaminants, pollutants and/or the Hazardous Materials, pertaining to (i) the existence, release, threatened release, use, storage, handling, generation, remediation and/or transportation of Hazardous Materials or (ii) health, industrial hygiene or the environmental conditions in, on, under, above or about the Premises, including without limitation the following statutes and regulations, and any other legal authority, regulations, or policies relating to or implementing such statutes and regulations:

(a) Federal. Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq.; Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq.; Clean Water Act, 33 U.S.C. § 1251 et seq.; Clean Air Act, 42 U.S.C. § 78401 et seq.; Toxic Substances Control Act, 12 U.S.C. § 2601 et seq.; Federal Water Pollution Control Act, 33 U.S.C. § 1317 et seq.; The Refuse Act of 1899, 33 U.S.C. § 407; Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; United States Department of Transportation Table (49 C.F.R. 172.101 and amendments thereto) and the Environmental Protection Agency Table (40 C.F.R. Part 302 and amendments thereto);

(b) State. All state, county, municipal, and local laws governing or relating to Hazardous Materials or the environment together with their implementing regulations, ordinances, and guidelines.

(c) Other Laws and Regulations. All other regulations promulgated pursuant to said foregoing laws or any amendments or replacement thereof, provided such amendments or replacements shall in no way limit the original scope and/or definition of Hazardous Materials defined herein as of the execution date of this Lease.

23.2 Reporting. Tenant shall submit to Landlord, within five (5) Business Days following its receipt of the same (or if prepared by Tenant or any such subtenant of Tenant, within five (5) Business Days following its preparation of the same), a full and complete copy of each of the following:

(a) Any written communication, demand, complaint, pleading, threat, notice or inquiry received or communicated by Tenant or any subtenant of Tenant that is received from or delivered to any Governmental Authority, any adjacent landowner, or any other third party relating in any way to: (i) any Hazardous Materials Activities by Tenant or any other Tenant’s Party or any federal, state, local or other governmental or quasi-governmental approval with respect to the existence, release, use, storage, handling, generation, remediation or transportation of Hazardous Materials by Tenant or any other Tenant’s Party (“**Hazardous Materials Permit**”), (ii) the actual or alleged presence and/or release of any Hazardous Materials by Tenant or any other Tenant’s Party or other adverse environmental condition in, on, under, about or adjacent to the Premises, (iii) any bodily injury or property injury or property damage suffered in connection with any Hazardous Materials Activities by Tenant or any other Tenant’s Party occurring (or environmental condition located) in, on, about or under the Premises, or (iv) any actual or alleged violation of any Environmental Law by Tenant or any other Tenant’s Party relating to, or occurring in, under, on or about the Premises; and

(b) Any environmental or Hazardous Materials assessment, audit or report prepared by or for Tenant or any other Tenant’s Party relating in any manner to the Premises.

23.3 Indemnity.

(a) Without limiting in any way Tenant’s obligations under any other provision of this Lease, Tenant and its successors and assigns shall indemnify, protect, defend and hold Landlord, all other County Sanitation Districts of Los Angeles County, Landlord’s asset and property managers, Landlord’s lenders, and Landlord’s Affiliates, and each of their respective members, managers, officers, directors, shareholders, employees, agents, representatives, lenders, contractors and each of their respective successors and assigns (collectively, the

“**Landlord Indemnified Parties**”) harmless from any and all Losses, including, without limitation, damages arising out of the diminution in the value of or loss of use of the Property (or any portion thereof) and sums paid in settlement of claims, which arise during or after the Term in whole or in part as a result of Tenant or Tenant’s agents or contractors violation of any Environmental Laws relating to Hazardous Materials on, in, or under the Property; provided that Tenant shall have no liability under this Section for any substance, material or waste merely discovered by Tenant or otherwise preexisting Tenant’s presence on the Property. Tenant’s obligations under this Section shall survive the termination or expiration of this Agreement.

(b) Without limiting in any way Tenant’s obligations under any other provision of this Lease, Landlord shall indemnify, protect, defend and hold Tenant, Tenant’s asset and property managers, Tenant’s Financing Parties, and Tenant’s Affiliates, and each of their respective members, managers, officers, directors, shareholders, employees, agents, lenders, contractors and each of their respective successors and assigns (collectively, the “**Tenant Indemnified Parties**”) harmless from any and all Losses and sums paid in settlement of claims, which arise during or after the Term in whole or in part as a result of Landlord or Landlord’s agents, employees, contractors and invitees violation of any Environmental Laws relating to Hazardous Materials on or under the Premises, except to the extent that such violation arises from of Tenant’s activities, acts, omissions, or negligence in, on, about or under the Premises, the Non-Exclusive Use Areas, or any part of the Property. Without limiting of the foregoing, Landlord shall be solely responsible for any and all costs associated with the cleanup, transportation, remediation, and/or monitoring of any Hazardous Materials on or under the Premises, and any related compliance actions, except to the extent that the presence of such Hazardous Materials arises from of Tenant’s activities, acts, omissions, or negligence in, on, about or under the Premises or any part of the Property. Landlord’s obligations under this Section shall survive the termination or expiration of this Agreement.

23.4 Disclosure and Warning Obligations. Tenant shall also comply with all Laws, regarding warning obligations with respect to the presence of Hazardous Materials at the Premises or the Property and any Hazardous Materials Activities at the Premises or the Property by Tenant or any other Tenant’s Party or as otherwise may be required by Laws. Tenant acknowledges and agrees that it will promptly notify Landlord prior to reporting to any Governmental Authorities any matters relating to Hazardous Materials or Hazardous Materials Activities by Tenant or any other Tenant’s Party at the Premises and Landlord shall have the right to review such reports. So long as Tenant is not in violation of any Laws requiring Tenant to make such reports, Landlord shall have the right to assume control over the making of such reports to the applicable governmental or quasi-governmental agencies. Tenant further agrees to cooperate with Landlord in complying with all Environmental Laws regarding the disclosure of the presence or danger of Hazardous Materials. Notwithstanding the foregoing, Tenant shall, prior to delivering any notices required by this Paragraph 25.3, to any governmental entity or agency, deliver written notice to Landlord of the same so as to afford Landlord ample opportunity to take over such obligation if Landlord so desires.

23.5 Landlord’s Rights. Landlord shall have the right (but not the obligation) to enter upon the Premises upon twenty-four (24) hours’ prior written notice (or no notice in the event of a bona fide emergency), as is reasonably necessary in order to inspect any suspected non-compliance and/or cure any non-compliance by Tenant with the terms of this Paragraph 25.4 or any Environmental Laws or any release, discharge, spill, improper use, storage, handling or disposal of Hazardous Materials by Tenant or any other Tenant’s Party on, in, at, under, from, or about the Premises, regardless of the quantity of any such release, discharge, spill, improper use, storage, handling or disposal of Hazardous Materials on or about the Premises, the full cost of which shall be deemed to be Rent and shall be due and payable by Tenant to Landlord immediately upon demand.

23.6 Default. If any material information provided to Landlord by Tenant relating to information concerning Hazardous Materials is false, incomplete, or misleading in any material respect, the same shall be deemed an Event of Default by Tenant under this Lease and Landlord shall have the right to exercise any and all rights and remedies under this Lease, at law or equity. Landlord shall additionally have the right to exercise any and all rights and remedies under this Lease, at law or equity, , in the event that (i) any use of the Premises by Tenant involves the generation or storage, use, treatment or disposal of Hazardous Materials in a manner or for a purpose prohibited by any governmental agency or authority; (ii) Tenant has been required by any lender or governmental authority to take remedial action in connection with Hazardous Materials contaminating the Premises if the contamination resulted from Tenant’s action, negligent inaction or use of the Premises; or (iii) Tenant is subject to an enforcement order issued by any governmental authority in connection with the use, disposal or storage of Hazardous Materials on the Premises (unless Tenant is diligently seeking compliance with such enforcement order).

23.7 **Reserved.**

23.8 Remediation Obligations of Tenant. In the event any investigation or monitoring of site conditions or any clean-up, containment, restoration, removal or other remedial work (collectively, the “**Remedial Work**”) is required under any Law (including, without limitation, any Environmental Law), or by any governmental entity as the result of any actual or alleged Hazardous Materials Activities by Tenant or any other Tenant’s Party upon, about, in, at, above or beneath the Premises, the Building and/or the Property, Tenant shall, at Tenant’s sole cost and expense, perform or cause to be performed the Remedial Work in compliance with all Laws. All Remedial Work shall be performed by one or more qualified contractors, selected by Tenant and approved in advance in writing by Landlord in Landlord’s reasonable discretion. All costs, liabilities, fees, penalties and expenses incurred by Landlord in connection with such Remedial Work shall be paid by Tenant. Tenant shall indemnify, defend, and hold harmless Landlord Indemnified Parties from and against all Losses arising from or related to any Remedial Work performed by Tenant or its employees, contractors, agents, or representatives.

23.9 Remediation Obligations of Landlord. Landlord shall have no form of liability or responsibility for any release into the environment of or contamination from Hazardous Materials to the extent the same results from (A) any act, omission, negligence or misconduct of Tenant or any Tenant’s Party or (B) any act or omission of any third party (i.e., and entity or individual that is not an agent, employee or contractor of Landlord).

24. Miscellaneous.

24.1 Power Facility Monitoring. Notwithstanding anything to the contrary in this Lease, Landlord shall have no obligation or responsibility whatsoever in connection with the Power Facility or any equipment, facilities, or improvements constructed or installed by Tenant, including, without limitation, to monitor, repair, maintain, replace, or operate same.

24.2 Recording. Landlord and Tenant shall execute (with signatures notarized) and record a Memorandum of Lease in the form of **Exhibit B** attached hereto, which Tenant may record at its sole cost and expense. Immediately upon recordation, Tenant shall provide a recorded copy of the Memorandum of Lease to Landlord.

24.3 Assignment. This Lease and the rights and obligations under this Lease shall be binding upon and shall inure to the benefit of Tenant and Landlord and their respective permitted successors and permitted assigns. Without limiting Tenant’s rights pursuant to Section 7.2 hereof, Tenant may assign any or all of its interest herein, or its rights and obligations hereunder, to one or more persons or entities in each case with Landlord’s consent, such consent not to be unreasonably withheld, conditioned or delayed; provided, however, that, upon at least thirty (30) days’ prior written notice to Landlord, Tenant may assign any or all of its interest herein, or its rights and obligations hereunder, without Landlord’s prior written consent, to an Affiliate of Tenant. Concurrently upon delivery of the Affiliate Assignment Notice to Landlord, Tenant shall deliver evidence and documentation reasonably satisfactory to Landlord that the assignee is an Affiliate. Notwithstanding the foregoing, the Parties hereby agree that Landlord’s consent to an assignment pursuant hereto shall be deemed automatically granted upon Tenant’s and Successor’s satisfaction of the following requirements: (i) Landlord shall be provided with at least thirty (30) days’ prior written notice of the proposed assignment, which notice shall be accompanied by evidence and documentation reasonably demonstrating the satisfaction of clauses (i) – (iv) hereof; (ii) the successor, assignee, or sublessee (a “**Successor**”) shall agree in writing to be bound by all terms, conditions, and obligations of this Agreement; (iii) the Successor shall assume the ESA pursuant to the terms thereof; and (iv) the Successor, collectively with its Affiliates, must have (A) renewable energy assets under management with a cumulative capacity equal to or greater than that of Tenant as of the Effective Date of the Lease and (B) a Net Worth equal to or greater than that of Tenant as of the Effective Date of the Lease. For purposes of this Agreement, “**Net Worth**” means with respect to any person or entity at any date, the excess of total assets over total liabilities of such person or entity on such date, each to be determined in accordance with generally accepted accounting principles of the United States. Landlord’s consent to any assignment, if required, shall not constitute a consent to any subsequent assignment. Each request for consent to an assignment shall be in writing, accompanied by information relevant to Landlord’s determination as to the financial and operational responsibility and appropriateness of the proposed assignee, including but not limited to the intended use of the Premises, if any, together with a fee of \$3,500, as consideration for Landlord’s considering and processing said request. Tenant agrees to provide Landlord with such other or additional information and/or documentation as

may be reasonably requested. Tenant shall not sublet all or any portion of the Premises, the Non-Exclusive Use Areas, or the Property without the prior written consent of Landlord which consent may be withheld in Landlord's sole and absolute discretion. Nothing contained in this Section shall limit Tenant's right to assign or grant rights in this Agreement to Tenant's Financing Parties.

24.4 Notice. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the following address:

If to Landlord: Los Angeles County Sanitation Districts
Attn: William Chen, Energy Recovery Section
1955 Workman Mill Road
Whittier, CA 90601
Phone: (562) 908-4288, ext. 2431
Email: wchen@lacsdc.org

If to Tenant: Pacifico Power Palmdale 01 LLC
Attn: Kevin Pratt
30900 Rancho Viejo Road Ste 230
San Juan Capistrano, CA 92675
Phone: (949) 481-8200
Email: kevinp@pacificopower.com

Any such notices may be sent by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered five (5) Business Days after deposit, postage prepaid in the U.S. mail, (b) a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) Business Day after deposit for next Business Day delivery with such courier or (c) or email in which case notice shall be deemed delivered (i) when the sending Party receives an automated or receiving Party-sent message confirming delivery; or (ii) thirty (30) minutes after the time sent (as recorded on the device from which the sending Party sent the e-mail) unless the sending Party receives an automated message that the email has not been delivered. The above addresses may be changed by written notice to the other Party; provided that no notice of a change of address shall be effective until actual receipt of such notice.

24.5 Governing Law; Venue. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of California, without giving effect to principles of conflicts of laws. Landlord and Tenant hereby irrevocably submit to the jurisdiction of any California court, or federal court sitting in Los Angeles County, over any suit, action or proceeding (including arbitration) arising out of or relating to this Lease; and Landlord and Tenant consent to Los Angeles County as the venue for any such suit, action or proceeding (including any arbitration) and irrevocably waive to the fullest extent permitted by law, any objection to such venue as being an inconvenient forum.

24.6 Interpretation. Captions used in this Lease are for convenience only and shall not affect the construction of this Lease. All references to "Sections" without reference to a document other than this Lease are intended to designate articles and sections of this Lease, and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Lease as a whole and not to any particular Section, unless specifically designated otherwise. The use of the term "including" and "include" shall mean in all cases "including but not limited to," unless specifically designated otherwise. No rules of construction against the drafter of this Lease shall apply in any interpretation or enforcement of this Lease, any documents or certificates executed pursuant hereto, or any provisions of any of the foregoing.

24.7 Integration. This Lease and the exhibits and attachments hereto, as well as the ESA, constitute the full, complete and only agreement between the Parties with respect to the subject matter of hereof and supersedes any course of performance, course of dealings, usage of trade, previous agreements, representations, understandings, either oral or written between the Parties and their Affiliates.

24.8 Relation of the Parties. The relationship between Tenant and Landlord shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Lease shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes.

24.9 Severability. If any term, covenant or condition in this Lease shall, to any extent, be invalid or unenforceable in any respect under applicable Laws, the remainder of this Lease shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

24.10 Waiver. The failure of Tenant or Landlord to enforce any of the provisions of this Lease, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

24.11 Brokers. Each Party represents that it has not had any dealings with any real estate broker, finder, or other person with respect to this Lease. Each Party shall defend, protect, indemnify and hold harmless the other from all damages or claims that may be asserted by any broker, finder, or other person with whom the indemnifying Party has purportedly dealt. The terms of this Section shall survive the expiration or earlier termination of this Lease.

24.12 Attorneys' Fees. In any action to enforce the terms of this Lease that is not part of the executive meeting or mediation procedure described above, the non-prevailing party shall pay the prevailing party's reasonable attorney's fees in such suit. "**Prevailing Party**" shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment or the abandonment by the other party of its claim or defense. The obligation of the Parties under this Section shall survive the expiration or earlier termination of this Lease.

24.13 Force Majeure. "**Force Majeure Event**" means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming a Force Majeure Event. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to; an act of god; war (declared or undeclared); sabotage; riot, insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; epidemics and pandemics; quarantines; civil strike, work stoppage, slow-down or lock out; explosion; fire earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming a Force Majeure Event to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming a Force Majeure Event. Except as otherwise expressly provided to the contrary in this Lease, if either Party is rendered wholly or partly unable to timely perform its obligations under this Lease because of a Force Majeure Event, that Party shall be excused from the performances affected by the Force Majeure Event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that (i) the Party affected by such Force Majeure Event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure Event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration that is required by the Force Majeure Event; and (iii) the Party affected by such Force Majeure Event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term of this Lease shall be extended day for day for each day performance is suspended due to a Force Majeure Event. Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Lease shall not be excused by a Force Majeure Event that solely impacts the District's ability to make payment. If a Force Majeure Event continues for a period of twelve (12) consecutive months and prevents a material part of the performance by a Party hereunder, either Party shall have the right to terminate this Lease and the provisions of Section 14(a) of the ESA shall apply to such termination.

24.14 Submission of Lease. The submission of this Lease for examination does not constitute an offer to lease the Premises and this Lease becomes effective only upon the full execution of this Lease by the Parties.

24.15 Time is of the Essence. Time is of the essence with respect to Tenant's performance of all obligations under this Lease, including, without limitation, payment of Rent.

24.16 Counterparts; Electronic Signatures. This Lease may be executed in two or more fully or partially executed counterparts, each of which will be deemed an original binding the signer thereof against the other signing parties, but all counterparts together will constitute one and the same instrument. Signatures to this Lease, any amendment hereof, transmitted by telecopy or electronic mail shall be valid and effective to bind the Party so signing. Each Party agrees if requested to promptly deliver an execution original of this Lease (and any amendment hereto) with its actual signature to the other Party, but a failure to do so shall not affect the enforceability of this Lease (or any amendment hereto), it being expressly agreed that each Party to this Lease shall be bound by its own telecopied or e-mailed signature and shall accept the telecopied or e-mailed signature of the other Party to this Lease.

Surrender of Premises upon Expiration or Earlier Termination. Upon the expiration or sooner termination of this Lease, Tenant shall surrender the Premises to the Landlord in the condition existing as of the Effective Date, reasonable wear and tear excepted, provided, however, Tenant shall, subject to Landlord's purchase option as set forth in Section 15 of the ESA, remove the entirety of the Power Facility from the Premises and Tenant shall repair any damage resulting from such removal.

24.17 Warranty of Authority. Each individual signing this Lease warrants and represents that he or she has the full authority to execute this Lease on behalf of the party on whose behalf he or she so signs, that he or she is acting within the scope of such authority, and that this Lease shall be binding upon and enforceable against the party on whose behalf he or she so signs by virtue of such signature.

24.18 Landlord Exculpation. The liability of Landlord and all Landlord Indemnified Parties (collectively, "**Landlord Parties**") to Tenant for any default or other wrongful act by Landlord relating to the Premises shall be limited solely and exclusively to an amount which is no more than the net interest of Landlord in the Premises. In no event shall Landlord Parties have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant. The limitation of liability contained in this Section shall inure to the benefit of Landlord and the Landlord Parties' present and future partners, beneficiaries, officers, directors, members, agents and employees, and their successors and assigns.

24.19 Relocation. Landlord shall have the right to cause Tenant to relocate the Power Facility and all related improvement, appurtenances, and structures located at the Premises to another location (the size of which is substantially similar to the current Premises) upon thirty (30) days' prior written notice to Tenant. In such event, Landlord shall pay all reasonable costs of Tenant's relocation after receipt of a detailed invoice from Tenant.

24.20 Delegation to Chief Engineer. Landlord's Chief Engineer and General Manager, or his/her designee, is authorized to take all actions on behalf of Landlord in connection with (a) any approvals, consents, or actions required of or by Landlord under this Lease or (b) any minor amendments to this Lease.

24.21 Indemnifications.

(a) Tenant's Indemnity. Tenant shall indemnify, protect, defend and hold the Landlord and Landlord Indemnified Parties harmless from and against any and all claims, judgments, damages, liabilities, losses, sums paid in settlement of claims, costs and expenses (including, but not limited to, reasonable attorneys' fees and litigation costs), obligations, liens and causes of action, whether threatened or actual, direct or indirect (collectively, "**Claims**"), which arise out of, are occasioned by or which are in any way attributable to or related to any act, omission, negligence, or misrepresentation of the Tenant or any of its agents, employees or contractors in, on, or about the Premises during the Term, or any holdover period, or Tenant's default or breach of its obligations under this Lease; provided, however, that, Tenant's indemnity of the Landlord Indemnified Parties shall

not apply to the extent such Claims arise from the grossly negligent acts or willful misconduct of Landlord or any other Landlord Indemnified Party.

(b) Landlord's Indemnity. Landlord shall indemnify, protect, defend and hold the Tenant and Tenant Indemnified Parties harmless from and against any and all Claims which arise out of, are occasioned by or which are in any way attributable to or related to Landlord's default or breach of its obligations hereunder provided, however, that, Landlord's indemnity of the Tenant Indemnified Parties shall not apply to the extent such Claims arise from the grossly negligent acts or willful misconduct of Tenant or any other Tenant Indemnified Party.


(c) Survival. The obligations of the Parties under this Section and under all other indemnities under this Lease shall survive the expiration or earlier termination of the Lease.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto have executed this Lease as of the day and year first above written.

TENANT:

PACIFICO POWER PALMDALE 01 LLC, a Delaware limited liability company

By: 
Name: Kevin Pratt
Its: COO

LANDLORD:

COUNTY SANITATION DISTRICT NO. 20 OF LOS ANGELES COUNTY

By: _____
Chairperson, Board of Directors

ATTEST:

Secretary to the Board

APPROVED AS TO FORM:
Lewis Brisbois Bisgaard & Smith, LLP

By: _____
District Counsel

EXHIBIT A-1 TO LEASE AGREEMENT

LEGAL DESCRIPTION OF PREMISES

**PALMDALE 01, LLC
EXCLUSIVE USE AREA "A"**

All that certain real property situated in a portion of the Northwest Quarter of Section 20, Township 6 North, Range 11 West S.B.M. within the County of Los Angeles, State of California and described as follows:

Commencing at the Center Quarter corner of Section 20;

Thence, along the North and South centerline of said Section 20, North 00°20'28" West, a distance of 1335.11' feet; Thence, North 89°42'17" West, a distance of 1313.21' feet; Thence South 00°10'43" East, a distance of 65.74' feet to the **True Point of Beginning** for the herein described parcel of land;

- 1) Thence, South 00°10'43" East, a distance of 515.71' feet;
- 2) Thence, South 90°00'00" West, a distance of 1202.56' feet;
- 3) Thence, North 00°32'06" West, a distance of 511.64' feet;
- 4) Thence, North 89°48'13" West, a distance of 1197.68' feet to the **True Point of Beginning** for the herein described parcel of land;

The above-described parcel of land contains an area of 616,130.38 square feet or 14.14 acres more or less

Basis of Bearing for the above-described parcel is the California State Planes Coordinate System CCS83, Zone 5, N.A.D. 1983 (NSRS2011) epoch 2010.

Prepared September 16, 2024 by:



Daniel E. Hoagland, LS 8621



**PALMDALE 01, LLC
EXCLUSIVE USE AREA "B"**

All that certain real property situated in a portion of the Northwest Quarter of Section 20, Township 6 North, Range 11 West S.B.M. within the County of Los Angeles, State of California and described as follows:

Commencing at the Center Quarter corner of Section 20;

Thence, along the North and South centerline of said Section 20, North 00°20'28" West, a distance of 1335.11' feet; Thence, North 89°42'17" West, a distance of 1313.21' feet; Thence South 00°10'43" East, a distance of 156.86' feet; Thence, North 75°30'23" West, a distance of 159.98' feet; Thence, North, a distance of 17.89' feet the **True Point of Beginning** for the herein described parcel of land;

- 1) Thence, West, a distance of 50.62' feet;
- 2) Thence, South, a distance of 29.04' feet;
- 3) Thence, East, a distance of 50.62' feet;
- 4) Thence, North, a distance of 29.04' feet to the **True Point of Beginning** for the herein described parcel of land;

The above-described parcel of land contains an area of 1,469.52 square feet or 0.033 acres more or less

Basis of Bearing for the above-described parcel is the California State Planes Coordinate System CCS83, Zone 5, N.A.D. 1983 (NSRS2011) epoch 2010.

Prepared September 16, 2024 by:



Daniel E. Hoagland, LS 8621



**PALMDALE 01, LLC
NON-EXCLUSIVE ACCESS AREA "A"**

All that certain real property situated in a portion of the Northwest Quarter of Section 20, Township 6 North, Range 11 West S.B.M. within the County of Los Angeles, State of California and described as follows:

Commencing at the Center Quarter corner of Section 20;

Thence, along the North and South centerline of said Section 20, North $00^{\circ}20'28''$ West, a distance of 1335.11' feet; Thence, North $89^{\circ}42'17''$ West, a distance of 1313.21' feet; Thence South $00^{\circ}10'43''$ East, a distance of 65.74' feet; Thence, South $89^{\circ}48'13''$ East, a distance of 1197.68' feet; Thence, South $00^{\circ}32'06''$ East, a distance of 511.64' feet to the **True Point of Beginning** for the herein described parcel of land;

- 1) Thence, from said **True Point of Beginning**, South $00^{\circ}32'06''$ East, a distance of 225.86' feet;
- 2) Thence, South $11^{\circ}34'34''$ East, a distance of 96.24' feet;
- 3) Thence, South, a distance of 317.54' feet;
- 4) Thence, South $45^{\circ}27'59''$ West, a distance of 155.21' feet;
- 5) Thence, North $89^{\circ}59'25''$ West, a distance of 1243.95' feet;
- 6) Thence, South $66^{\circ}09'42''$ West, a distance of 35.78' feet;
- 7) Thence, West, a distance of 944.91' feet;
- 8) Thence, North $45^{\circ}00'00''$ West, a distance of 38.28' feet;
- 9) Thence, North, a distance of 76.54' feet;
- 10) Thence, North $45^{\circ}00'00''$ West, a distance of 29.99' feet;
- 11) Thence, West, a distance of 60.21' feet;
- 12) Thence, South, a distance of 30.00' feet;
- 13) Thence, East, a distance of 23.64' feet;
- 14) Thence, South $45^{\circ}00'00''$ East, a distance of 38.28' feet;
- 15) Thence, South, a distance of 76.54' feet;
- 16) Thence, South $45^{\circ}00'00''$ East, a distance of 29.99' feet;
- 17) Thence, East, a distance of 987.81' feet;

- 18) Thence, North 66°09'42" East, a distance of 35.78' feet;
- 19) Thence, South 89°59'25" East, a distance of 1249.90' feet;
- 20) Thence, North 45°27'59" East, a distance of 180.07' feet;
- 21) Thence, North, a distance of 333.16' feet;
- 22) Thence, North 11°34'34" West, a distance of 96.24' feet;
- 23) Thence, North 00°32'06" West, a distance of 180.18' feet;
- 24) Thence, North 35°30'56" West, a distance of 52.39' feet to the **True Point of Beginning** for the herein described parcel of land;

The above-described parcel of land contains an area of 97,963.12 square feet or 2.24 acres more or less

Basis of Bearing for the above-described parcel is the California State Planes Coordinate System CCS83, Zone 5, N.A.D. 1983 (NSRS2011) epoch 2010.

Prepared September 16, 2024 by:



Daniel E. Hoagland, LS 8621



**PALMDALE 01, LLC
NON-EXCLUSIVE ACCESS AREA "B"**

All that certain real property situated in a portion of the Northwest Quarter of Section 20, Township 6 North, Range 11 West S.B.M. within the County of Los Angeles, State of California and described as follows:

Commencing at the Center Quarter corner of Section 20;

Thence, along the North and South centerline of said Section 20, North 00°20'28" West, a distance of 1335.11' feet; Thence, North 89°42'17" West, a distance of 1434.27' feet; Thence South, a distance of 131.73' feet to the **True Point of Beginning** for the herein described parcel of land;

- 1) Thence, from said **True Point of Beginning** West, a distance of 132.00' feet;
- 2) Thence, South, a distance of 118.30' feet;
- 3) Thence, South 45°00'00" West, a distance of 35.36' feet;
- 4) Thence, West, a distance of 795.53' feet;
- 5) Thence, South, a distance of 324.68' feet;
- 6) Thence, South 45°00'00" West, a distance of 38.28' feet;
- 7) Thence, West, a distance of 152.49' feet;
- 8) Thence, South, a distance of 458.23' feet;
- 9) Thence, South 45°00'00" West, a distance of 38.28' feet;
- 10) Thence, West, a distance of 35.00' feet;
- 11) Thence, South, a distance of 36.00' feet;
- 12) Thence, East, a distance of 97.83' feet;
- 13) Thence, North, a distance of 458.23' feet;
- 14) Thence, North 45°00'00" East, a distance of 38.28' feet;
- 15) Thence, East, a distance of 152.49' feet;
- 16) Thence, North, a distance of 324.68' feet;

- 17) Thence, North 45°00'00" East, a distance of 38.28' feet;
- 18) Thence, East, a distance of 889.46' feet;
- 19) Thence, North, a distance of 179.30' feet to the **True Point of Beginning** for the herein described parcel of land;

The above-described parcel of land contains an area of 93,811.29 square feet or 2.15 acres more or less

Basis of Bearing for the above-described parcel is the California State Planes Coordinate System CCS83, Zone 5, N.A.D. 1983 (NSRS2011) epoch 2010.

Prepared September 16, 2024 by:



Daniel E. Hoagland, LS 8621



PALMDALE 01, LLC
NON-EXCLUSIVE ELECTRICAL APPURTANANCES AREA "A"

All that certain real property situated in a portion of the Northwest Quarter of Section 20, Township 6 North, Range 11 West S.B.M. within the County of Los Angeles, State of California and described as follows:

Commencing at the Center Quarter corner of Section 20;

Thence, along the East and West centerline of said Section 20, North 89°43'59" West, a distance of 2360.30' feet; Thence, North, a distance of 182.41' feet to the **True Point of Beginning** for the herein described parcel of land;

- 1) Thence from said **True Point of Beginning** West, a distance of 97.04' feet;
- 2) Thence, North 45°00'00" West, a distance of 21.92' feet;
- 3) Thence, East, a distance of 91.23' feet;
- 4) Thence, North, a distance of 347.16' feet;
- 5) Thence, East, a distance of 120.18' feet;
- 6) Thence, South, a distance of 152.91' feet;
- 7) Thence, West, a distance of 98.87' feet;
- 8) Thence, South, a distance of 214.19' feet to the **True Point of Beginning** for the herein described parcel of land;

The above-described parcel of land contains an area of 24,575.70 square feet or 0.56 acres more or less

Basis of Bearing for the above-described parcel is the California State Planes Coordinate System CCS83, Zone 5, N.A.D. 1983 (NSRS2011) epoch 2010.

Prepared September 16, 2024 by:



Daniel E. Hoagland, LS 8621



**PALMDALE 01, LLC
NON-EXCLUSIVE ELECTRICAL APPURTANANCES AREA "B"**

All that certain real property situated in a portion of the Northwest Quarter of Section 20, Township 6 North, Range 11 West S.B.M. within the County of Los Angeles, State of California and described as follows:

Commencing at the Center Quarter corner of Section 20;

Thence, along the North and South centerline of said Section 20, North 00°20'28" West, a distance of 1335.11' feet; Thence, North 89°42'17" West, a distance of 1313.21' feet; Thence South 00°10'43" East, a distance of 156.86' feet; Thence, North 75°30'23" West, a distance of 159.98' feet; Thence, North, a distance of 17.89' feet; Thence, West, a distance of 50.62' feet; Thence South, a distance of 15.26' feet to the **True Point of Beginning** for the herein described parcel of land;

- 1) Thence, from said **True Point of Beginning**, South 89°48'55" West, a distance of 857.26' feet;
- 2) Thence, South, a distance of 664.44' feet;
- 3) Thence, East, a distance of 10.00' feet;
- 4) Thence, North, a distance of 654.41' feet;
- 5) Thence, South 89°48'55" East, a distance of 847.26' feet;
- 6) Thence, North, a distance of 10.00' feet to the **True Point of Beginning** for the herein described parcel of land;

The above-described parcel of land contains an area of 15,150.19 square feet or 0.35 acres more or less

Basis of Bearing for the above-described parcel is the California State Planes Coordinate System CCS83, Zone 5, N.A.D. 1983 (NSRS2011) epoch 2010.

Prepared September 16, 2024 by:



Daniel E. Hoagland, LS 8621



**PALMDALE 01, LLC
NON-EXCLUSIVE ELECTRICAL APPURTANANCES AREA "C"**

All that certain real property situated in a portion of the Northwest Quarter of Section 20, Township 6 North, Range 11 West S.B.M. within the County of Los Angeles, State of California and described as follows:

Commencing at the Center Quarter corner of Section 20;

Thence, along the North and South centerline of said Section 20, North 00°20'28" West, a distance of 1335.11' feet; Thence, North 89°42'17" West, a distance of 1313.21' feet; Thence South 00°10'43" East, a distance of 156.86' feet to the **True Point of Beginning** for the herein described parcel of land;

- 1) Thence, from said **True Point of Beginning**, North 75°30'23" West, a distance of 159.98' feet;
- 2) Thence, South, a distance of 11.14' feet;
- 3) Thence, East, a distance of 3.16' feet;
- 4) North 75°30'23" West, a distance of 156.73' feet;
- 5) Thence, North 00°10'43" West, a distance of 10.33 feet to the **True Point of Beginning** for the herein described parcel of land;

The above-described parcel of land contains an area of 1,601.19 square feet or 0.036 acres more or less

Basis of Bearing for the above-described parcel is the California State Planes Coordinate System CCS83, Zone 5, N.A.D. 1983 (NSRS2011) epoch 2010.

Prepared September 16, 2024 by:



Daniel E. Hoagland, LS 8621



**PALMDALE 01, LLC
TEMPORARY USE AREA**

All that certain real property situated in a portion of the Northwest Quarter of Section 20, Township 6 North, Range 11 West S.B.M. within the County of Los Angeles, State of California and described as follows:

Commencing at the Center Quarter corner of Section 20;

Thence, along the East and West centerline of said Section 20, North $89^{\circ}59'25''$ West, a distance of 1281.57' feet; Thence, North, a distance of 102.75' feet to the **True Point of Beginning** for the herein described parcel of land;

- 1) Thence from said **True Point of Beginning** North, a distance of 100.44' feet;
- 2) Thence, South $89^{\circ}59'25''$ East, a distance of 558.03' feet;
- 3) Thence, North, a distance of 100.44' feet;
- 4) Thence, North $89^{\circ}59'25''$ West, a distance of 558.03' feet to the **True Point of Beginning** for the herein described parcel of land;

The above-described parcel of land contains an area of 56,047.79 square feet or 1.28 acres more or less

Basis of Bearing for the above-described parcel is the California State Planes Coordinate System CCS83, Zone 5, N.A.D. 1983 (NSRS2011) epoch 2010.

Prepared September 16, 2024 by:

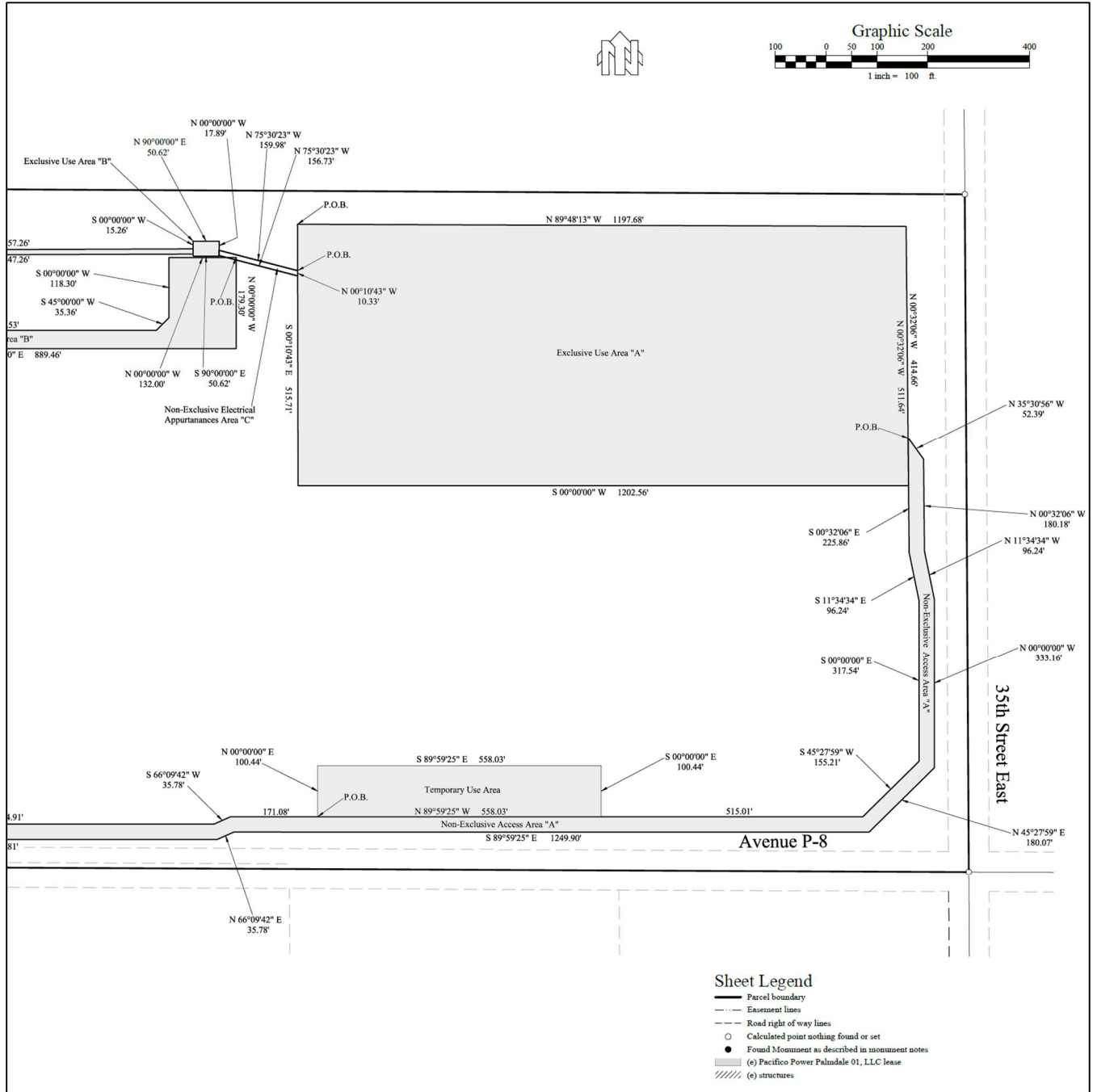


Daniel E. Hoagland, LS 8621



EXHIBIT A-2 TO LEASE AGREEMENT

DEPICTION OF PREMISES PART 1

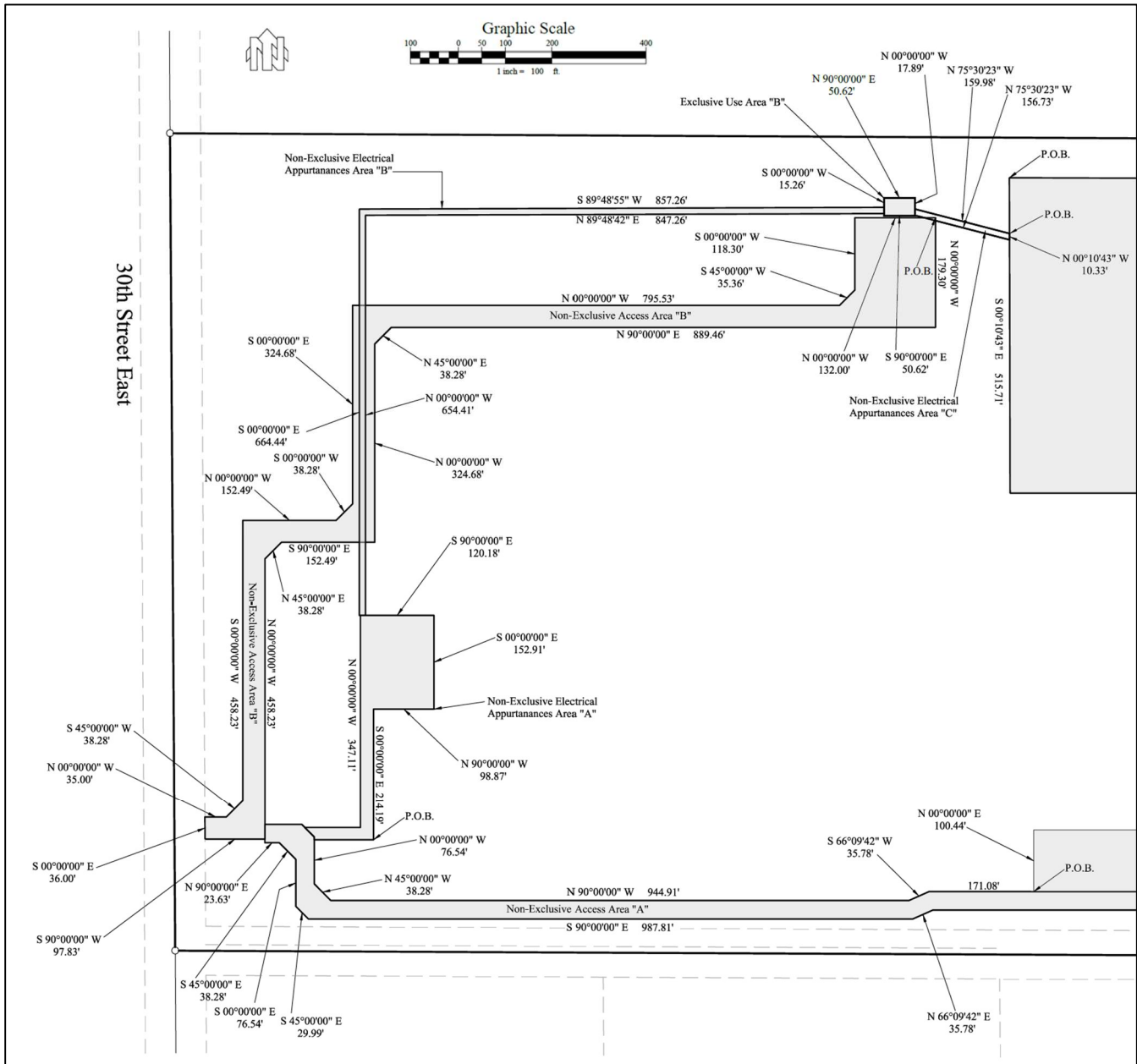


Sheet Legend

- Parcel boundary
- - - Easement lines
- - - Road right of way lines
- Calculated point nothing found or set
- Found Monument as described in monument notes
- ▨ (s) Pacific Power Palmdale 01, LLC lease
- ▨▨▨ (e) structures

Title Company First American Title Insurance Co. 540 Main Street, Suite 401 Harrison, New York 10528	Owner County Sanitation District 20 Los Angeles County 39500 30th Street E. Palmdale, California 93550	Lease Pacific Power 30900 Rancho Viejo Road, Suite 230 San Juan Capistrano, California 92675	Sheet Title American Land Title Association and National Society of Professional Surveyors A.L.T.A. / N.S.P.S. Land Title Survey	Consultant Compass Consulting Incorporated 14743 Stinson Drive - Grass Valley, California 95949 Phone: (530) 210-6398 Phone: (530) 519-3382
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DEPICTION OF PREMISES PART 2



<p><small>Title Company</small> First American Title Insurance Co. 550 Manoraeck Avenue, Suite 401 Harrison, New York 10523</p>	<p><small>Owner</small> County Sanitation District 20 Los Angeles County 39300 30th Street E. Palmdale, California 93550</p>	<p><small>Lease</small> Pacifico Power 30900 Rancho Viejo Road, Suite 230 San Juan Capistrano, California 92675</p>	<p><small>Sheet Title</small> American Land Title Association and National Society of Professional Surveyors A.L.T.A. / N.S.P.S. Land Title Survey</p>	<p><small>Consultant</small> Compass Consulting Incorporated 14743 Simson Drive Grass Valley, California 95949 Phone: (530) 210-0398 Phone: (530) 519-3382</p>
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EXHIBIT B TO LEASE AGREEMENT

FORM OF MEMORANDUM OF LEASE

Upon Recording, Return to:

Pacifico Power Palmdale 01 LLC
Attn: Kevin Pratt
30900 Rancho Viejo Road Ste 230
San Juan Capistrano, CA 92675

Exempt from Doc. Transfer Tax per R&TC §11922
Exempt from Recording Fee per Gov. C. §§ 6103 & 27383

[Space above this line for Recorder's Use]

MEMORANDUM OF LEASE

This Memorandum of Lease (the "Memorandum") is made this _____ day of _____, 2024, between County Sanitation District No. 20 of Los Angeles County, a county sanitation district organized and existing pursuant to the County Sanitation District Act, California Health and Safety Code Section 4700, et seq., with its principal offices located at 1955 Workman Mill Road, Whittier, CA 90601, hereinafter referred to as "Landlord," and Pacifico Power Palmdale 01 LLC, a Delaware limited liability company, with its principal office located at 30900 Rancho Viejo Road Ste 230, San Juan Capistrano, CA 92675, hereinafter referred to as "Tenant." Capitalized terms used in this Memorandum shall have the meanings set forth in the Lease (as defined below).

1. Landlord and Tenant are parties to that certain Lease Agreement dated _____ (the "Lease"), with respect to that certain real property located at 39300 30th Street East in an unincorporated area of Los Angeles County, California, commonly known as the Palmdale Water Reclamation Plant (the "Property") pursuant to which Landlord leased an undeveloped portion of the Property to Tenant (the "Premises") for the construction, operation, and maintenance of a solar power generating and battery energy storage facility (the "Power Facility") for an initial Term commencing on the date of execution of the Lease and expiring on the 25th anniversary of the Commercial Operation Date. Pursuant to the terms of the Lease, Tenant has one (1) five (5)-year extension term, exercisable so long as Tenant is not in default at the time of exercising the extension option and upon commencement of such extension term. The Property is legally described on Exhibit A-1, attached hereto and made a part hereof. All terms not defined in this Memorandum have the meanings ascribed in the Lease.
2. The Lease arises out of that certain *Amended and Restated Energy Services Agreement*, dated _____ (Landlord Contract No. 5605A), by and between Landlord and Tenant (the "ESA").
3. Tenant leases from Landlord the Premises, all as depicted on Exhibit A-2, attached hereto and made a part hereof.
4. Landlord shall have no ownership or other interest in the Power Facility, or other equipment or personal property of Tenant installed on the Premises (except for a purchase option as more particularly described in the ESA), Tenant may remove all or any portion of the Power Facility but only in accordance with the terms of the Lease and the ESA.
5. The terms, covenants and provisions of the Lease, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

6. The purpose of this Memorandum is to give record notice of the Lease and of the terms thereof and the rights created thereby. It is not intended to amend or modify any of the rights and obligations set forth in the Lease. To the extent that any provisions of this Memorandum and the Lease conflict, the provisions of the Lease control.
7. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.
8. In the event that the Lease expires by its terms or is terminated prior to its expiration, Landlord is hereby irrevocably appointed as the agent for Tenant to record a "Notice of Termination of Memorandum of Lease", provided that in such Notice, Landlord shall represent that (a) the Lease expired by its terms or (b) the Lease has otherwise terminated and Landlord has given all notices required by the terms of such termination.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, Landlord and Tenant have caused this Memorandum to be duly executed on the date first written hereinabove.

Landlord:

County Sanitation District No. 20 of Los Angeles County, a county sanitation district organized and existing pursuant to the County Sanitation District Act, California Health and Safety Code Section 4700, et seq.

By: _____

Robert C. Ferrante
Chief Engineer and General Manager

Tenant:

Pacifico Power Palmdale 01 LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)

)

COUNTY OF _____)

On _____, before me, _____,
personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)

)

COUNTY OF _____)

On _____, before me, _____,
personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(Seal)