

AGREEMENT NO.  
21.9833  
**NON-DISTURBANCE AND ATTORNMENT AGREEMENT  
BETWEEN THE CITY OF LOS ANGELES AND  
SIGNAL STREET OPERATING, LLC**

This Non-Disturbance and Attornment Agreement (“**Agreement**”) dated \_\_\_\_\_, 2021, is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation (“**City**”), acting by and through its Board of Harbor Commissioners (“**Board**”), and SIGNAL STREET OPERATING, LLC, a Delaware limited liability company (“**Subtenant**”).

City, acting by and through its Board, is lessor under that certain AMENDED AND RESTATED LEASE NO. 904A, dated August 23, 2017, and as amended from time to time (the “**AltaSea Lease**”), with ALTASEA AT THE PORT OF LOS ANGELES, a California nonprofit public benefit corporation (“**AltaSea**”), for certain property as described in the Master Lease (the “**AltaSea Property**”). Subtenant has subleased certain rooftop space on the AltaSea Property (the “**Subleased Premises**”) and thereupon seeks to build a solar photovoltaic system (the “**Solar Facility**”), pursuant to that certain Sublease for certain rooftop space (the “**Sublease**”) substantially in the form attached hereto as Exhibit A. Pursuant to Section 13.2 of the AltaSea Lease, AltaSea has submitted a Transfer Notice to the City with respect to the Sublease, and, in accordance with Section 13.4.2 of the AltaSea Lease, AltaSea and Subtenant have requested that the City enter into this Agreement in connection with its consent to the Sublease.

NOW, THEREFORE, the City, acting by and through its Board, and Subtenant, hereby agrees as follows:

1. **Non-Disturbance.** If the AltaSea Lease terminates for any reason, provided that Subtenant is not in default under the Sublease (after expiration of any applicable notice and cure periods), the City agrees not to disturb Subtenant’s possession of the Subleased Premises, to recognize the rights of Subtenant to own and operate the Solar Facility on the Subleased Premises for the duration of the term of the Sublease, and to perform for the benefit of the Subtenant the obligations of AltaSea under the Sublease arising after the date of such termination until such obligations are assumed by another sublandlord or other transferee of the City’s interest in the Sublease; provided, however, the City’s obligations with respect to Other Uses as defined in Section 6.2 of the Sublease shall only apply to the AltaSea Property and no other property of the City. Upon any such termination of the AltaSea Lease, Subtenant shall attorn to the City and continue to perform all of Subtenant’s obligations under the Sublease for the benefit of the City or any future sublandlord or other assignee of the City. After the effective date of this Agreement, Subtenant shall present to City for approval, which shall not be unreasonably withheld, and for which a response shall be provided in accordance with Section 13.4.2 of the AltaSea Lease, any amendments to the Sublease, and upon City’s approval, such amendments shall become enforceable under this Agreement; any amendments to the Sublease either not presented by Subtenant to City, or not approved by City, shall not be enforceable under this Agreement.

2. **Solar Facility is Subtenant’s Personal Property.** The parties agree that the Solar Facility, all improvements and equipment related thereto, and the renewable energy (including environmental credits and related attributes) produced by the Solar Facility are all solely owned by Subtenant, and that no such property or credits shall be considered fixtures to the Subleased Premises, but shall remain the sole personal property of Subtenant and may be removed by Subtenant at any time in its sole discretion without any approval or consent from the City.

3. **Effective Date of Agreement.** Subject to the provisions of City of Los Angeles Charter Section 373, the effective date of this Agreement shall be the date of its execution by Executive Director upon authorization of the Board. Subtenant is aware that pursuant to Charter Section 373 and Administrative Code Section 10.5, this Agreement requires approval by City Council prior to becoming effective.

4. Term of the Agreement. This Agreement shall be in full force and effect for the same term of the Sublease between AltaSea and Subtenant, and, notwithstanding earlier termination of Lease 904A, in which case Section 1 of this Agreement shall apply, the term of this Agreement shall not exceed the year term set forth in Lease 904A.

5. Notices. All notices, requests, and other communications pursuant to this Agreement shall be in writing, either by letter (delivered by hand) or commercial messenger service or sent by certified mail, return receipt requested, as follows:

Subtenant: Signal Street Operating, LLC  
315 Post Road West  
Westport, CT 06880  
Attention: Legal

POLA: Port of Los Angeles  
425 South Palos Verdes Street San Pedro, CA 90731  
Attention: Director of Waterfront/Commercial Real Estate  
Tel: (310) 732-3860

With a copy to:

Los Angeles City Attorney  
425 South Palos Verdes Street San Pedro, CA 90731  
Attention: General Counsel Harbor Division  
Tel: (310) 732-3750

6. No Oral Modification/Binding Effect/Counterparts. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of Subtenant and be binding upon the parties hereto and their successors and assigns. This Agreement may be executed in multiple counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

7. Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal Courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

8. State Tidelands Grants. This Agreement is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this Agreement is at all times subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929 (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Subtenant agrees that any interpretation of this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disturbance and Attornment Agreement as of the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its  
Board of Harbor Commissioners

Dated: \_\_\_\_\_, 2021

By \_\_\_\_\_  
EUGENE D. SEROKA  
Executive Director

Attest \_\_\_\_\_  
AMBER M. KLESGES  
Board Secretary

SIGNAL STREET OPERATING, LLC, a Delaware  
limited liability company  
By: TGC III Fit LA, LLC, its Sole Member

Dated: August 10, 2021

By: \_\_\_\_\_  
Name: Bruce P Wiegand  
Title: Authorized Signatory

Attest: \_\_\_\_\_  
PANAGIOTIS NINILOS / AUTHORIZED SIGNATORY  
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

Sept 9, 2021  
MICHAEL N. FEUER, City Attorney  
JANNA B. SIDLEY, General Counsel

By Janna  
Heather M. McCloskey, Deputy *for*

SUBLEASE

THIS SUBLEASE (this "**Lease**") is made and entered into as of May 22, 2019 ("**Effective Date**") between AltaSea at the Port of Los Angeles, a California nonprofit public benefit corporation ("**Sublandlord**") and Signal Street Operating, LLC ("**Tenant**"). Sublandlord and Tenant are at times collectively referred to hereinafter as the "**Parties**" or individually as a "**Party**".

RECITALS

A. Pursuant to a certain Amended and Restated Lease No. 904 dated as of August 23, 2017 (as amended from time to time before, on or after the Effective Date, the "**Master Lease**") Sublandlord, as tenant, and City of Los Angeles, a municipal corporation, acting by and through its Board of Harbor Commissioners having an address at 425 South Palos Verdes Street, San Pedro, California 90731, as Landlord ("**Master Landlord**"), Sublandlord leases certain real property that includes a building commonly known as 2456 Signal Street, San Pedro, CA 90731 (the "**Building**") and is more particularly described in the Master Lease (the "**Real Property**"). A copy of the Master Lease is attached hereto as **Exhibit A** and incorporated herein. The Real Property is delineated on Permit Map-Authority No. L904 Drawing No. 45640 rev. 1, attached as **Exhibit B** hereto.

B. Sublandlord desires to sublease to Tenant, and Tenant desires to sublease from Sublandlord a portion of the Real Property as defined in the definition of Premises and described more fully in **Exhibit C** attached hereto and incorporated herein.

C. Tenant develops, finances, constructs, installs, owns, operates, maintains and repairs solar electric generating facilities.

D. Sublandlord desires to sublease to Tenant to occupy and use the applicable portions of the Real Property for the purpose of constructing, installing, operating, maintaining, repairing, replacing, interconnecting, disconnecting and removing a Solar Facility (as defined below) on the terms and conditions below.

E. Sublandlord subleases and expects to continue to sublease the Building to other subtenants that will have exclusive rights to use and occupy the subleased portions of the Building other than the Rooftop Space.

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 "**Building**" shall have the meaning ascribed in Recital A of this Lease.

1.2 "**Building Space**" shall mean such space on the exterior of the Building as approved by Sublandlord and, to the extent required for interconnection, such space inside the building's utility room or utility area reasonably approved by Sublandlord as may be reasonably necessary or related to the installation and siting of the Solar Facility as more specifically identified in **Exhibit C**.

1.3 “**Collateral**” shall mean the Solar Facility, all other personal property within the Premises owned by Tenant, the renewable energy, the Environmental Attributes or any part of the foregoing.

1.4 “**Commercial Operation Date**” shall mean that date on which (a) completion of the construction and successful testing of the Solar Facility has occurred, and (b) the Solar Facility has obtained final approval for interconnected operation by the Utility. Tenant shall promptly notify Sublandlord in writing of the Commercial Operation Date, and Sublandlord and Tenant agree to execute a memorandum confirming the Commercial Operation Date but such date shall, in no event, be later than two (2) years after the Effective Date (“**Outside Operation Date**”); provided, however, that the Outside Operation Date may be extended by written notice from Tenant to Sublandlord for an additional period of up to six months if the Commercial Operation Date has not been achieved for reasons outside of the control of Tenant (by way of illustration only and not limitation, for example because of the delay or inaction of any Government Authority or Utility) so long as Tenant has theretofore taken commercially reasonable actions to achieve the Outside Operation Date. If the Commercial Operation Date does not occur on or before the Outside Operation Date (as the same may be extended by Tenant) either Party may terminate this Lease upon written notice to the other and this Lease shall be of no further force or effect and all rights, duties and obligations of Sublandlord and Tenant under this Lease shall terminate, except for any obligations that have already been performed or that expressly survives termination pursuant to this Lease, including but not limited to Tenant’s restoration and surrender obligations hereunder.

1.5 “**Default Lost Energy Revenue**” shall have the meaning ascribed in Section 17.2.

1.6 “**Delivery Point**” shall mean the location at which the Solar Facility interconnects with the local electric distribution facility.

1.7 “**Disposition Period**” shall have the meaning ascribed in Section 8.2(b)(vi).

1.8 “**Due Diligence Period**” shall have the meaning ascribed in Section 4.2.

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

1.10 “**Engineering Review**” shall mean a geotechnical analysis, structural review, roof feasibility report, and other technical pre-construction analysis (including but not limited to any requisite historic preservation analyses) performed by Tenant at its sole cost and expense and which may only be performed in accordance with all requisite permits and other standards and procedures reasonably required by Master Landlord or Sublandlord, confirming that the Premises will support the Permitted Use. A copy of such Engineering Review shall be delivered and certified by the party preparing such report to Sublandlord and Master Landlord, and neither such party shall have any liability with respect thereto.

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 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 Solar Facility.

1.12 “**Environmental Incentives**” means all rights, credits (including tax credits), rebates, benefits, reductions, offsets, and 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 Solar Facility or the Energy Output or otherwise from the development or installation of the Solar 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 of California and the right to claim any and all state and federal income tax credits associated with the installation, ownership or operation of the Solar Facility, including, without limitation, income tax credits under Sections 45 and/or 48 of the Internal Revenue Code.

1.13 “***Estoppel Certificate***” shall have the meaning ascribed in Section 24.

1.14 “***Existing Equipment***” shall mean all satellite dishes, antennae, building service equipment or other improvements on the Roof of the Building on the Effective Date and any replacements thereof.

1.15 “***Governmental Approvals***” shall mean all certificates, permits, licenses, and other approvals required from Governmental Authorities related to the Solar Facility which shall be obtained by Tenant at its sole cost and expense.

1.16 “***Governmental Authorities***” shall mean all federal, state, local or regulatory authorities.

1.17 “***Ground Space***” shall mean that ground space adjacent to the Building as may be reasonably necessary for temporary use as a construction staging area and the permanent ground mounted equipment (including inverters, transformers, meters, electrical panels, monitoring equipment conduit and related equipment) as identified on Exhibit C and reasonably necessary to interconnect and disconnect the Solar Facility to the Delivery Point.

1.18 “***Hazardous Materials***” shall mean any hazardous or toxic substance, material or waste, the storage, use, or disposition of which is or becomes regulated by any local governmental authority, the State of California or the United States government, and includes, without limitation, any material or hazardous waste (i) designated as a “hazardous substance” pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317), (ii) defined as “hazardous waste” pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6907 et seq. (42 U.S.C. Section 6903), (iii) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 961) or (iv) listed or defined as “hazardous waste” “hazardous substance”, or other similar designation by any regulatory scheme of the State of California or the United States Government.

1.19 “***High Insolation Periods***” shall have the meaning ascribed in Section 10.5(b).

1.20 “***Laws***” shall mean all 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 utility, 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).

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

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

1.23 **“Lost Energy Revenue”** shall have the meaning ascribed in Section 4.3.

1.24 **“Operating Term”** shall mean that period of time commencing on the Commercial Operation Date and terminating on the twentieth (20th) anniversary thereof.

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

1.26 **“Outside Termination Date”** shall have the meaning ascribed in Section 4.2.

1.27 **“Permitted Use”** shall mean the installation, construction, operation, interconnection, disconnection, maintenance, alteration, repair, improvement, replacement, reconstruction and removal of the Solar Facility and uses incidental thereto, all at Tenant’s sole cost and expense and only in accordance with all Laws, Governmental Approvals, and Utility Approvals, and the other terms and conditions of this Lease.

1.28 **“Premises”** shall mean the Building Space, Ground Space and Rooftop Space as shall be reasonably necessary or convenient for the construction, installation, operation and maintenance of the Solar Facility and the interconnection of the Solar Facility with the Delivery Point and shall be depicted on Exhibit C provided, however, Sublandlord acknowledges and agrees that the Premises, and each part thereof, may be amended in the event that at the time of installation of the Solar Facility the Utility or any Governmental Authority reasonably requires such change for the purpose of construction and operation of the Solar Facility.

1.29 **“Real Property”** shall have the meaning ascribed in Recital A, above.

1.30 **“Receiver”** shall have the meaning ascribed in Section 8.2(b)(v), below.

1.31 **“Renewal”** shall have the meaning ascribed in Section 4.1.

1.32 **“Rent”** shall mean that amount set forth on Exhibit D that shall be due in accordance with Section 5 below.

1.33 **“Rent Payment Date”** shall have the meaning ascribed in Section 5.

1.34 **“Reporting Rights”** shall mean the right of Tenant 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 Tenant owns the Environmental Attributes and the Environmental Incentives associated with the Solar Facility.

1.35 **“Roof”** shall mean the roof of the Building.

1.36 **“Rooftop Space”** shall mean the surface of the Roof of the Building, as depicted in Exhibit C, reasonably necessary to install and site the Solar Facility; provided, however, such Rooftop Space shall not include those areas of the Roof where Existing Equipment is located together with reasonable access to the Existing Equipment and adjacent areas surrounding the Existing Equipment reasonably necessary for the maintenance, repair or replacement of the Existing Equipment.

1.37 “**Solar Facility**” shall mean the solar electric generation and distribution facility at the Premises which shall include all photovoltaic solar panels, mounting solar facilities, inverters, transformers, integrators, all electrical lines and conduits required to collect and transmit electrical energy to the Delivery Point and such additional utility lines, cables, conduits, transformers, wires, meters, monitoring equipment and other necessary and convenient equipment and appurtenances common to such a facility.

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

1.39 “**Sublandlord Indemnified Parties**” shall have the meaning ascribed in Section 26.17.

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

1.41 “**Tenant Indemnified Parties**” shall have the meaning ascribed in Section 26.17(b).

1.42 “**Tenant’s Financing Party**” shall mean any entity from whom Tenant (or an affiliate of Tenant) and/or its permitted successors and assigns, leases or will lease the Collateral or any entity who has or will provide financing to Tenant (or an affiliate of Tenant) with respect to the Collateral.

1.43 “**Term**” shall mean the Operating Term and any Renewal.

1.44 “**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 Solar Facility.

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

2. **Premises**. Sublandlord hereby subleases to Tenant, and Tenant hereby subleases from Sublandlord, the Premises, for the Term, and with access given as necessary for the Permitted Uses during the Due Diligence Period (subject to Section 7), and upon the terms and conditions set forth in this Lease. In addition, Sublandlord agrees to provide the Utility with a permanent easement, the tentative location of which is depicted on Exhibit C, and Tenant with access rights to such easement, to allow the Utility and/or Tenant to install such utilities on, over and/or under the Premises and through the Building as reasonably necessary for Tenant to operate and interconnect the Solar Facility, provided, however, the location of such utilities shall be mutually agreed upon in writing by the Utility, Tenant and Sublandlord. Sublandlord acknowledges and agrees that the easement may be amended in the event that at the time of installation of the Solar Facility the Utility or any Governmental Authority reasonably requires such change for the purpose of construction and operation of the Solar Facility, provided such relocation shall be subject to Sublandlord’s written approval in its reasonable discretion. Notwithstanding anything to the contrary, Tenant understands and agrees that Sublandlord is the lessee of the Premises by virtue of the Master Lease, and that this Sublease is and shall at all times be subject to and subordinate to the provisions of the Master Lease. Tenant shall not do anything, or permit anything to be done, in connection with its use or occupancy of the Premises which would violate any covenants or agreements contained in the Master Lease. Master Landlord (under the Master Lease) or Sublandlord may enforce directly against Tenant, each in its own



capacity, any of the rights granted to Master Landlord pursuant to the incorporated provisions of the Master Lease, except as expressly modified by this Lease. Sublandlord may not grant to Tenant, and nothing in this Sublease shall be construed to grant, any greater rights than Sublandlord has received as tenant from Master Landlord pursuant to the Master Lease. Tenant does not have any greater rights against Sublandlord with respect to this Sublease or the Premises than Sublandlord has as tenant against Master Landlord with respect to the Master Lease.

3. Delivery of Premises. Sublandlord shall deliver the Premises to Tenant on the Effective Date in a condition which is reasonably clean and free of debris. Tenant is otherwise leasing the Premises in their existing "as is" condition with all faults and without any representation or warranty, express or implied, subject to Tenant's right to terminate this Lease during the Due Diligence Period in accordance with Section 4.2 below. Tenant shall make all inspections and investigations that it deems necessary for Tenant's intended use during the Due Diligence Period and acknowledges that neither Sublandlord nor Master Landlord nor any agent nor any employee of Sublandlord or Master Landlord has made any representation or warranty with respect to this Lease, the Premises or the Real Property, with respect to the suitability of either for the Permitted Use or conduct of Tenant's business or with respect to any other matter. Without limiting Tenant's right to terminate this Lease in accordance with Section 4.2 below, Tenant's failure to terminate the lease after the Due Diligence Period shall conclusively establish that the Premises were at such time in satisfactory condition and Tenant hereby waives Sections 1941 and 1942 of the Civil Code of California or any similar or successor provision of law. Except as otherwise set forth in this Lease or the Master Lease, including without limitation Section 10.2 of this Lease, neither Sublandlord nor Master Landlord shall have any responsibility to make any alteration, addition, improvement or repair to the Premises or the Real Property in connection with this Lease, nor to bear any cost incident to any such alteration, addition, improvement or repair which may be requested or undertaken by or on behalf of Tenant, including but not limited to in connection with installing and operating the Solar Facility, except as may be expressly set forth in a separate development services agreement executed by Sublandlord.

4. Term. The initial Term of the Lease shall consist of the Operating Term.

4.1 Renewal. At the end of the initial Term, Tenant shall have the right, at its sole discretion, to extend the Lease for up to two (2) consecutive periods of five (5) years each ("**Renewal**"). Unless Tenant explicitly notifies Sublandlord in writing of its desire to cancel the extension within 30 days of the end of the initial Term or the first Renewal, if exercised, the extension of the Term for an additional five (5) years shall be automatic. Any Renewal may only be exercised provided that no breach or default by Tenant exists at the time of any exercise (or deemed exercise) or at the commencement of any Renewal.

4.2 Termination. Notwithstanding the foregoing, Tenant shall have the right to terminate this Lease at any time upon written notice to Sublandlord: (i) within ninety (90) days of the Effective Date (the "**Due Diligence Period**") if Tenant reasonably determines that any Engineering Review is unsatisfactory, that the Project is not economically viable or that the Premises are not technically or otherwise compatible for the Permitted Use (and if Tenant does not timely terminate in writing within the Due Diligence Period then Tenant shall be deemed to have waived any right to terminate on account of the foregoing and, notwithstanding anything to the contrary in this Lease, Tenant shall not be permitted to declare any breach or default hereunder on account of any matter that Tenant discovered or could have discovered upon reasonable investigation of the Premises and its suitability for the Permitted Use during the Due Diligence Period); and (ii) prior to the six-month anniversary of the Effective Date (the "**Outside Termination Date**"). (a) if Tenant has not executed an Interconnection Agreement with City of Los Angeles acting by and through The Department of Water and Power (LADWP) and if all local permits required for construction and installation of the Solar Facility have not been obtained, (b) if any application for a Governmental Approval or Utility Approval is finally rejected, (c) any Governmental Approvals or Utility Approvals issued to Tenant contains an unreasonable term or condition, in Tenant's reasonable discretion,

(d) Tenant reasonably determines that such Governmental Approvals or Utility Approvals will not be obtained in a timely manner, or (e) the Port of Los Angeles has not executed a consent and non-disturbance agreement in a form reasonably satisfactory to Buyer, substantially in the form attached hereto as **Exhibit E** with such reasonable changes as may be required by Master Landlord, provided that Sublandlord shall not be in default under this Lease for any failure to obtain or for any breach or default by Master Landlord thereunder (collectively, the “**PPA and Permit Contingency**”); *provided, however*, that the Due Diligence Period and / or Outside Termination Date may be extended by written notice from either Party for an additional period of up to ninety (90) days if the PPA and Permit Contingency has not been satisfied for reasons outside of the control of Tenant (by way of illustration only and not limitation, for example because of the delay or inaction of any Government Authority or Utility) and Tenant may only extend so long as Tenant has theretofore taken commercially reasonable actions to satisfy the PPA and Permit Contingency. If the PPA and Permit Contingency is not satisfied prior to the Outside Termination Date (as the same may be extended by Tenant), Sublandlord shall not be in default hereunder and either Sublandlord or, provided that it has used commercially reasonable efforts to satisfy the PPA and Permit Contingency prior to the Outside Termination Date, and as its sole and exclusive remedy, Tenant may terminate this Lease upon written notice to the other Party prior to the Outside Termination Date and the notice shall be effective upon the mailing of such notice by either Party. Upon such termination, this Lease shall be of no further force or effect and all rights, duties and obligations of Sublandlord and Tenant under this Lease shall terminate, except for any obligations that have already been performed and those that expressly survives termination pursuant to this Lease including but not limited to Tenant’s restoration and surrender obligations hereunder. If Tenant does not timely terminate in writing prior to the Outside Termination Date as set forth above, then Tenant shall be deemed to have waived any right to terminate on account of any of the foregoing, the PPA and Permit Contingency shall be deemed satisfied.

5. **Rent.** Unless earlier terminated pursuant to **Section 4.2**, Tenant shall pay to Sublandlord, in immediately available funds, without any demand, setoff or deduction, the entire Prepaid Rent (and shall cause the PDC Contribution to be delivered to Sublandlord) as set forth on **Exhibit D** within three (3) business days after the date the PPA and Permit Contingency is satisfied (“**Rent Payment Date**”). Any Prepaid Rent not timely received shall bear interest at the maximum rate allowed by applicable Laws. Any other amounts payable to Landlord hereunder shall be considered Rent whether or not so described.

6. **Use and Access.**

6.1 **Permitted Use.** Tenant shall use the Premises only for the purpose of the Permitted Use, and shall be permitted to use the Premises during the Due Diligence Period and Term (subject to Section 7).

6.2 **Other Uses.** Sublandlord shall not take, or permit any of its other tenants to take, any action which will materially affect Tenant’s access to unobstructed direct sunlight for operation of the Solar Facility. Sublandlord shall not use (or allow the use of) any portions of the Real Property not leased hereunder for any purpose, or grant easements or subleases in favor of third persons for the installation or operation of telecommunications equipment, satellite dishes, antennae, building service equipment or other improvements that may unreasonably interfere with the Permitted Use (collectively, “**Other Uses**”) without the prior written consent of Tenant, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Sublandlord agrees that Tenant will not be deemed to be unreasonably withholding, conditioning or delaying its consent if such Other Uses cast shadows, block or restrict access to direct sunlight or otherwise materially interfere with any of Tenant’s rights under this Lease.

6.3 **Access.** Subject to any security requirements and the Sublandlord’s rules and regulations as may be reasonably amended from time to time and provided in writing to Tenant, and provided that Tenant shall not access the Roof through any portion of the Real Property leased by

Sublandlord exclusively to another occupant, Tenant and Tenant's designees (including Tenant's Financing Party and any Utility) shall have the non-exclusive right of ingress and egress from a public right of way to the Premises and with respect to the Building upon forty eight (48) hours prior to written notice (except in the event of an emergency) in and through the Building during normal business hours for the purpose of construction, installation, operation, interconnection, inspection, maintenance, repair and improvements of the Solar Facility, and provided such operations shall not interfere with the use and operation of the Real Property by Sublandlord or any of Sublandlord's other tenants.

7. Installation. Promptly after the PPA and Permit Contingency is satisfied, Tenant shall, at its sole cost and expense, install, operate, interconnect, disconnect, maintain, alter, repair, improve, replace and reconstruct the Solar Facility on the Premises in accordance with this Lease and all Laws, Governmental Approvals and Utility Approvals, and make such other installations on the Premises as may be reasonably necessary or desirable in connection with the Permitted Use, all in accordance with plans and specifications reasonably approved by Sublandlord and, to the extent required under the Master Lease, Master Landlord (and Sublandlord's right to withhold consent or approval shall be independent of Master Landlord's right). Notwithstanding anything to the contrary in this Sublease, the parties agree that Sublandlord currently intends to undertake certain improvements and renovations to the Total Premises, and Tenant's installation of the Solar Facility pursuant to this Section 7 is to be a portion thereof, and accordingly the parties shall reasonably cooperate with each other and such other party's contractors in coordinating such installation with any of Sublandlord's improvements or renovations. Tenant shall have the right at any time and from time to time to repair, replace, remove, improve, enhance, relocate or replace the Solar Facility or any portion thereof with new or different equipment with the same or different specifications so long as the installation of such Solar Facility is otherwise in compliance with this Lease and all applicable Laws, Governmental Approvals and Utility Approvals, and is within the Premises. Tenant shall provide Sublandlord with no less than five (5) days' notice of the commencement of the installation of the Solar Facility at the Premises and will provide a copy of the design of the Solar Facility to Sublandlord, provided, however, Sublandlord agrees that such design is the property of Tenant and shall not be used by Sublandlord except as may be required by any Laws, Governmental Authorities or Utility. Tenant shall promptly repair any damage to any portion of the Real Property caused by any of the activity described in this section. Before commencing any work of alteration, installation, addition, repair, or improvement to the Premises, other than normal operations and maintenance activities, Tenant shall give Sublandlord at least ten (10) business days' written notice of the proposed commencement of such work (to afford Sublandlord an opportunity to post appropriate notices of non-responsibility). No exterior signage shall be installed anywhere on the Real Property by Tenant, except with the prior written consent of Sublandlord.

8. Ownership of Solar Facility: Solar Facility Financing.

8.1 Solar Facility Is Personal Property. Sublandlord expressly acknowledges and agrees that the Solar Facility and the renewable energy and the Environmental Attributes (including environmental credits and related attributes) produced by or associated with the Solar Facility are personal property and shall remain the personal property of Tenant, shall not be considered the real or personal property of Sublandlord and shall not attach to or be deemed a part of, or fixture to, the Real Property, the Premises or any part thereof. In furtherance of the foregoing, Sublandlord 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 Solar 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, reasonable wear and tear excepted. Without limiting the generality of the foregoing, Sublandlord (i) hereby expressly waives all statutory and common law liens or claims that it might otherwise have in or to the Collateral or any portion thereof and agrees not to restrain or levy upon any Collateral or assert any lien, right of restraint or

other claim against the Collateral except in connection with the exercise of rights arising from a judgment against Tenant for any default hereunder; and (ii) shall take no action to impede or interfere with Tenant's Financing Party's remedies under a security interest in the Solar Facility in accordance with the terms of this Lease, except in connection with the exercise of rights arising from a judgment against Tenant for any default hereunder.

8.2 Tenant's Financing Rights. Sublandlord 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. Sublandlord hereby consents to the sale of the Collateral (or any part thereof) to a Tenant Financing Party and/or the collateral assignment to Tenant Financing Party of Tenant's right, title and interest in and to the Collateral. In connection with the foregoing, Sublandlord agrees to execute and deliver within ten (10) business days all lien waivers, consents, acknowledgements, subordination agreements and other instruments and documentation reasonably acceptable to Sublandlord and reasonably required by Tenant or Tenant's Financing Party to be executed by Sublandlord in connection with any such sale, lease or financing arrangement. No such consent or waiver shall in any way relieve Tenant of any obligation or liability under this Lease.

(b) Tenant's Financing Party Rights: Notwithstanding any contrary term of this Lease, but without limiting any of Tenant's obligations hereunder:

(i) Provided that prior written notice has been given of such assignment, 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; provided, however, if such payments for all amounts are not received by Sublandlord prior to expiration of any grace period, Sublandlord shall be entitled to exercise its rights and remedies hereunder.

(iii) Upon the exercise of any remedies under a security interest in the Solar 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 Financing Party in lieu thereof, the Tenant Financing Party will give Sublandlord notice of the transferee or assignment of this Lease. Any such exercise of remedies or failure to give Sublandlord notice will not constitute a default under this Lease.

(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 sixty (60) calendar days of such termination or rejection, Sublandlord shall enter into a new agreement with Tenant's Financing Party having substantially the same terms and conditions as this Lease.

(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 any time without any charge or interference by Sublandlord to inspect or remove any or all of the Collateral; provided, however, Tenant's Financing Party shall promptly

repair any damage caused by such removal and restore the Premises to their original condition, reasonable wear and tear excepted.

(vi) Upon a termination of the Lease, Sublandlord 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 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 60 days following Tenant's Financing Party's receipt of written notice of such expiration.

(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, reasonable wear and tear excepted, provided that Tenant's Financing Party may not advertise or conduct public auctions or private sales of the Collateral at the Premises, and (B) Tenant's Financing Party shall make the Premises available for inspection by Sublandlord and prospective tenants and shall cooperate in Sublandlord's efforts to re-lease the Premises.

(viii) If any order or injunction is issued or stay granted which 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) 60 days.

(ix) Tenant and Tenant's Financing Party shall, jointly and severally, indemnify, defend and hold harmless Sublandlord and the Sublandlord Indemnified Parties from and against any and all claims, demands, causes of action, or liabilities arising from or relating to the acts or omissions of any Tenant Financing Party in connection with the exercise or attempted exercise of its rights hereunder. Neither Sublandlord nor Master Landlord shall have any liability whatsoever to Tenant's Financing Party arising out of or relating to the acts or omissions of Tenant or Tenant's Financing Party in connection with the exercise or attempted exercise by Tenant's Financing Party of its rights hereunder. Sublandlord shall not have any duty or obligation whatsoever to inquire as to the validity of Tenant's Financing Party's right, title, or interest in the Collateral, or the exercise of its rights and remedies with respect to the Collateral, or as to the authority of any person who purports to act on behalf of Tenant's Financing Party.

(x) Any restoration obligations of Tenant's Financing Party hereunder shall survive expiration or termination of the Lease and/or any Disposition Period.

(c) Notices of Default. Provided that Tenant has provided Sublandlord with Tenant's Financing Party's notice information in writing, Sublandlord will deliver to Tenant's Financing Party, concurrently with delivery thereof to Tenant, a copy of each notice of default given by Sublandlord under this Lease, inclusive of a reasonable description of the Tenant default, sent to Tenant's Financing Party in the same manner required in this Lease for other notices. No such notice will be effective with respect to the Tenant Financing Party absent delivery to the Tenant Financing Party. Sublandlord will not mutually agree with Tenant to terminate this Lease without the written consent of the Financing Party.

(d) Right to Cure.

(i) Sublandlord shall not exercise any right to terminate this Lease unless Sublandlord has given Tenant's Financing Party prior written notice of Sublandlord's intent to

terminate this Lease in accordance with Sections 16 and 8.2(c), specifying the reason for such action, and the condition giving rise to the right of termination that was not cured within the time period set forth in this Lease.

(ii) If another person or entity acquires legal or equitable title to or control of Tenant's assets and cures, prior to the date of termination or as otherwise specified in this Section, all defaults under this Lease existing as of the date of such change in title or control in the manner required by this Lease, then Tenant shall not be in default under this Lease, and this Lease shall continue in full force and effect.

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

9. Approvals. It is understood and agreed that the ability of Tenant to use the Premises for the Solar Facility is expressly contingent upon Tenant obtaining and maintaining all Governmental Approvals and Utility Approvals that may be required by the Governmental Authorities and a satisfactory Engineering Review, as provided in Section 4.2 above. At Tenant's own cost and expense, Sublandlord shall reasonably cooperate with Tenant's effort to obtain and maintain all Governmental Approvals, Utility Approvals, and Engineering Review and take no action that would reasonably be expected to cause a material adverse effect on the status of the Premises with respect to the Permitted Use or Tenant's ability to obtain and maintain such Governmental Approvals, Utility Approvals, and Engineering Review.

#### 10. Maintenance, Security.

10.1 Tenant's Maintenance Obligations of the Solar Facility. Tenant shall be responsible at its own expense for all work and costs associated with installation, maintenance and repair of the Solar Facility, including but not limited to repairs, improvements, or upgrades required to the Roof or any other portion of the Premises or Building on account of the Solar Facility or any portion thereof, and for the repair of damages caused to the Premises or any other portion of the Real Property by Tenant, Tenant's Financing Party, or any of their respective agents or contractors. Notwithstanding the foregoing, Tenant will not be responsible for ongoing Maintenance of the Premises, including, without limitation the Roof.

10.2 Sublandlord's Maintenance Obligations of the Premises. During the Term, but subject to Tenant's obligations in Section 10.1 above, Sublandlord shall maintain, in good operating condition and repair, the Building, the Roof and the Premises, including structural elements of the Building, Roof and the Premises. Sublandlord shall use its commercially reasonable efforts to make any Roof repairs outside of High Insolation Periods (as defined below) in order to eliminate any material interference with Tenant's Permitted Use.

10.3 Sublandlord's Damage. If Sublandlord damages the Solar Facility, Sublandlord shall promptly notify Tenant of same. Tenant shall have the right to make all reasonable repairs to Solar Facility or related facilities caused by Sublandlord at the sole cost and expense of Sublandlord, any other repair costs and expenses shall be borne solely by Tenant. Such costs will be paid directly by Sublandlord to Tenant within fifteen (15) days of receipt of an invoice therefor, and, for avoidance of doubt, Sublandlord shall not be in default hereunder for any unintentional damage.

10.4 Security. Sublandlord shall institute and maintain reasonable security devices and take reasonable precautions to prevent unauthorized access to the Rooftop by third parties, provided that Sublandlord shall not be liable for losses due to any unauthorized access, theft, vandalism, or like causes.

Tenant shall indemnify, defend and hold harmless Sublandlord from and against any and all Losses arising out of any claim made by any employee, licensee, invitee, contractor, agent, or other person whose presence in, on or about the Premises or the Real Property is attendant to the business of Tenant, except in the event of the gross negligence or willful misconduct of Sublandlord.

#### 10.5 Roof Repair and Reinstallation.

(a) Repairs. In the event that Sublandlord decides, in its commercially reasonable discretion, to repair a portion of the Roof of the Premises (a "Repair"), and if such Repair requires the partial or complete disassembly or movement of the Solar Facility (a "Removal and Reinstallation"), Tenant shall diligently and promptly cooperate with Sublandlord in connection with such Removal and Replacement and shall complete such Removal and Reinstallation within thirty (30) days of Sublandlord's request if commercially feasible; provided, that Sublandlord will use commercially reasonable efforts to provide Tenant sixty (60) days prior written notice of any Removal and Reinstallation. In no event (except in emergency) shall Tenant be required to remove more than 10% of the Solar Facility at a single time, and Sublandlord will use commercially reasonable efforts so Repairs that affect more than 10% of the Solar Facility shall be completed in a phased manner so that at no one time shall more than 10% of the Solar Facility be removed; and provided further, that Sublandlord shall use commercially reasonable efforts to not require removal during High Insolation Periods (as defined below), and shall work in good faith with Tenant to minimize the disruption to the Solar Facility attributable to Repairs. Except as otherwise provided herein, Sublandlord shall be responsible for the full reasonable out-of-pocket cost to Tenant of each Removal and Reinstallation, and Sublandlord shall reimburse Tenant for any Lost Energy Revenue (as defined hereinafter) during the time all or a portion of the Solar Facility is out of operation as a result of any Repair (the "Repair Time").

(b) "High Insolation Periods" means the hours from 5:30AM local time to 6PM local time on any days within the period commencing April 1<sup>st</sup> of each calendar year and ending September 30<sup>th</sup> of any such calendar year; provided that Sublandlord may, by written notice to Tenant, designate one weekend (a continuous 48-hour period) each calendar month to be considered a non-High Insolation Period.

(c) "Lost Energy Revenue" means the sum of the (i) revenue Tenant would have received from the sale of the Solar Facility's electrical generation during the Repair Time under that certain Power Purchase Agreement between Tenant and LADWP, which Tenant expects to execute some weeks after the Effective Date, for the Solar Facility ("PPA") but for the disruption in the Solar Facility's operation solely caused by the Removal and Reinstallation for the Repair, (ii) revenue Tenant would have received from any Environmental Incentives and other rebate, assistance or incentive programs related to operating the Solar Facility during the Repair Time but for the disruption in the Solar Facility's operation solely caused by the Removal and Reinstallation for the Repair, and (iii) without duplication of clause (ii), tax credits that otherwise would have been receivable by Tenant or its direct or indirect owners but for the disruption in the Solar Facility's operation and/or any tax credits already claimed but are subject to recapture (including any fees and penalties associated with such recapture), in each case directly caused by the Removal and Reinstallation for the Repair.

(d) Tenant shall be entitled to Lost Energy Revenue only upon providing to Sublandlord, reasonably detailed written documentation evidencing that actual Lost Energy Revenue, including full explanation of the metrics and calculations supporting any claimed Lost Energy Revenue sums, has occurred consistent with the conditions provided herein. Tenant must claim and provide requisite documentation to Sublandlord no later than ninety (90) days after an occurrence of Lost Energy Revenue except in the case of lost Environmental Incentives and other incentives, rebates or tax credits, where Tenant must claim and provide requisite documentation to Sublandlord no later than ninety (90) days after the

receipt by Tenant of written notice from any Governmental Authority or independent auditor indicating that Tenant or its owners are ineligible for such Environmental Incentive or other incentive, rebate or tax credit or such items are or will be subject to recapture.

(e) For the purpose of calculating the payments for Lost Energy Revenue during any Repair Time, Lost Energy Revenue shall be deemed to have been produced at the same applicable pro rata rate based on the monthly estimate of energy production with respect to the Solar Facility (as reasonably determined by Tenant and as shall be provided to Sublandlord upon Sublandlord's request) as follows: (i) in the case of Repair Time occurring within the first twelve (12) months of the Solar Facility's operation, such estimate shall be based on the total energy production of the prior month of operation; and (ii) in the case of Repair Time occurring after the first twelve (12) months of the Solar Facility's operation, such estimate shall be based on the total energy production during the same month in the prior calendar year, in each case, as if there had been no interruption in the Solar Facility's operation.

(f) In the event that Sublandlord decides, in its commercially reasonable discretion, to replace all of the Real Property's Roof in the future (a "***Future Roof Replacement***"), and if such Future Roof Replacement requires the partial or complete temporary disassembly or movement of the Solar Facility, then Sublandlord shall conduct any such Future Roof Replacement in accordance with Section 10.5(a) and shall be responsible for all costs incurred by Tenant in connection with the temporary disassembly or relocation of the Solar Facility during the Future Roof Replacement together with Lost Energy Revenue incurred during the Repair Time as a result of any Future Roof Replacement ("***Future Roof Replacement Costs***").

(g) Notwithstanding the foregoing or anything to the contrary in this Lease, except to the extent caused by Sublandlord, Sublandlord shall not be responsible for any costs, expenses, or liabilities whatsoever, including but not limited to Lost Energy Revenue or costs associated with Repairs or any Removal and Reinstallation, that are directly related to or as a direct result of installation, operation, repair and/or maintenance of the Solar Facility or any portion thereof or any of Tenant's obligations under Section 10.1.

11. Insurance. Tenant shall 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, and (b) commercial general liability insurance with limits of not less than \$5,000,000 general aggregate, \$2,000,000 per occurrence. Additionally, Tenant shall carry adequate property loss insurance on the Solar Facility for full replacement cost which need not be covered by the Sublandlord's property coverage. Tenant shall furnish current certificates evidencing that the insurance required under this Section is being maintained. Tenant's insurance policies provided hereunder must comply with the provisions of the Master Lease and shall contain a provision whereby the insured agrees to give the Master Landlord and Sublandlord thirty (30) days' written notice before the insurance is cancelled or materially altered, and all such policies shall be endorsed to agree that Tenant's policy is primary and that any insurance carried by Sublandlord is excess and not contributing with any Tenant insurance requirement hereunder. Each Party's insurance policy shall be written on an occurrence basis. Tenant's insurance shall include Sublandlord and Master Landlord as additional insureds. 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. Sublandlord 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 Solar Facility, 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 Sublandlord or Tenant, as the case may be, covered by such



insurance. The minimum limits of policies maintained by Tenant shall in no event limit the liability of Tenant hereunder. Tenant agrees that if it does not take out and maintain such insurance or furnish Sublandlord with renewals, Sublandlord may (but shall not be required to) procure said insurance on Tenant's behalf and charge Tenant the cost thereof, which amount shall be payable by Tenant upon demand with interest from the date such sums are extended. Sublandlord shall, at Sublandlord's expense, procure and maintain at all times during the Term of this Lease, a policy or policies of insurance covering loss or damage to the portion of the Real Property of which the Premises are a part, in the amount of the full replacement cost without deduction for depreciation thereof (exclusive of the Solar Facility and Tenant's other trade fixtures, inventory, personal property and equipment).

12. Taxes.

12.1 Payment Obligations. Tenant shall pay all personal property, real estate taxes, assessments, or charges owed on the Premises which are the result of the installation, maintenance, and operation of the Solar Facility, including any increase in real estate taxes at the Property as indicated or reflected in the county assessor's records. Such taxes shall be paid prior to delinquency. Sublandlord and Tenant shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by Sublandlord or Tenant at the Real Property. Nothing in this Section shall be construed as making Tenant liable for any portion of Sublandlord's income taxes in connection with any of the Real Property or otherwise. Except as set forth in this Section, Sublandlord shall have the responsibility to pay any personal property taxes, real estate taxes, assessments, or charges owed on the Real Property and shall do so prior to the imposition of any lien on the Real Property or the Solar Facility unless contesting in good faith.

12.2 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 Sublandlord pursuant to this Section, by action or proceeding against the entity with authority to assess or impose the same. Sublandlord 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 Sublandlord, in which event Sublandlord shall join in such proceeding or action or permit it to be brought in Sublandlord's name, provided that Tenant protect, indemnify, and hold Sublandlord free and harmless from and against any liability, 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, Sublandlord shall reimburse to Tenant any amounts realized by Tenant in such contest or proceeding within ten (10) days after the amount of such reduction has been determined and Sublandlord has received a refund therefor from the taxing authority.

13. 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 or the Real Property unless Tenant provides to Sublandlord a bond or other surety in the amount required by law to release the lien. Tenant shall keep the Premises and the Real Property free from any mechanics' lien, material man's lien, vendor's lien or any other lien, security interest or encumbrance arising out of any work performed, materials furnished or obligations incurred by Tenant, and agrees to defend, indemnify and hold harmless Sublandlord from and against any such lien, security interest or encumbrance, or any claim incurred by Sublandlord in connection with any such lien, security interest or encumbrance.

14. Removal at End of Term. Tenant shall, upon expiration or earlier termination of the Term (including any Renewal), at its sole cost, expense and liability, remove the Solar Facility and all personal property and restore the Premises to its original condition as of the completion of any Roof work in connection with the initial installation of the Solar Facility, reasonable wear and tear excepted, and promptly repair any damage cause thereby to any portion of the Real Property. Sublandlord agrees and acknowledges

that the Solar 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, except in connection with the exercise of rights arising from a judgment against Tenant for any default hereunder. 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 upon expiration or earlier termination 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 one hundred and twenty (120) days after the expiration or earlier termination of the Term (including any Renewal) to cause such removal. In connection with the foregoing, Sublandlord shall promptly execute and deliver any and all permits and permit applications reasonably necessary or desirable so that Tenant may remove the Solar Facility all at Tenant's sole cost, expense and liability. Tenant's obligations under this Section 14 shall survive expiration or termination of this Lease.

15. Quiet Enjoyment. Subject to the provisions of this Lease and conditioned upon Tenant's performance of all of the provisions to be performed by Tenant hereunder, Sublandlord covenants that Tenant shall peaceably and quietly have, hold and enjoy access to and the benefits of the Premises during the Term for the Permitted Use and Sublandlord shall protect and defend the right, title and interest of Tenant hereunder from any other right, interest, title and claim arising through Sublandlord or any other third person or entity.

16. Default.

16.1 Tenant Default. In the event of any breach by Tenant of any of its covenants or obligations under this Lease, Sublandlord shall give Tenant written notice of such breach. After receipt of such written notice, Tenant shall have ten (10) days in which to cure any monetary breach and thirty (30) days in which to cure any other breach hereunder, provided Tenant shall have such extended period as may be reasonably required beyond the thirty (30) day period 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 and completes such cure within one hundred eighty (180) days.

16.2 Sublandlord Default. In the event of any breach by Sublandlord of any of its representations, warranties, covenants or obligations under this Lease, Tenant shall give Sublandlord written notice of such breach. After receipt of such written notice, Sublandlord shall have thirty (30) days in which to cure any such breach hereunder; provided Sublandlord 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 Sublandlord commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

17. Remedies.

17.1 Sublandlord's Remedies. In the event of any default by Tenant that is not cured within the time permitted under Section 16, Sublandlord may at any time thereafter, and without limiting Sublandlord in the exercise of any right or remedy which Sublandlord may have by reason of such default pursue any remedy now or hereafter available to Sublandlord under the laws or judicial decisions of the State of California.

17.2 Tenant's Remedies. Upon a default by Sublandlord that is not cured within the permitted time under Section 16, but subject to Section 4.2 providing that Tenant may not declare any

breach or default on account of any matter that Tenant discovered or could have discovered upon reasonable investigation of the Premises and its suitability for the Permitted Use during the Due Diligence Period, Tenant may, at its option (but without obligation to do so), at any time thereafter, and without limiting Tenant in the exercise of any right or remedy which Tenant may have by reason of such default, declare an event of default and terminate this Lease and Tenant may pursue any other remedy now or hereafter available to Tenant under the laws or judicial decisions of the State of California. The Parties agree that, following the Commercial Operation Date, any calculation of damages shall include energy revenue lost through the duration of the Term to the extent directly caused by an applicable default, which shall equal the sum of the (i) revenue Tenant would have received from the sale of any portion of the Solar Facility's electrical generation under the PPA but for the disruption in the Solar Facility's operation solely caused by the default, (ii) revenue Tenant would have received from any Environmental Incentives and other rebate, assistance or incentive programs related to operating the Solar Facility but for the disruption in the Solar Facility's operation solely caused by the default, and (iii) without duplication of clause (ii), tax credits that otherwise would have been receivable by Tenant or its direct or indirect owners but for the disruption in the Solar Facility's operation and/or any tax credits already claimed but are subject to recapture (including any fees and penalties associated with such recapture), in each case to the extent a direct result of the default ("**Default Lost Energy Revenue**") Tenant agrees to look solely to Sublandlord's interest in the Premises (or the proceeds thereof) for the satisfaction of any remedy of Tenant for the collection of a judgment (or other judicial process) requiring the payment of money by Sublandlord hereunder, and no other property or asset of Sublandlord, no property or asset of Master Landlord, and no property or asset any officer, director, shareholder, partner, member, trustee, agent, servant, employee or other representative of Sublandlord or Master Landlord, shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, the relationship of Sublandlord and Tenant hereunder, or Tenant's use or occupancy of the Premises. Notwithstanding anything to the contrary in this Lease, except for Lost Energy Revenue or Default Lost Energy Revenue that Sublandlord may be required to pay in accordance with, and subject to, the terms and conditions of this Lease, Sublandlord shall not be liable for any consequential or special damages.

18. **Casualty.** Except in the event of a fire or casualty caused by the gross negligence or willful misconduct of Sublandlord, its contactor or agent, if at any time during the Term of this Lease all or substantially all of the Premises shall be damaged and or destroyed by fire or other casualty, then Landlord shall not be in any default hereunder and, as its sole and exclusive remedy, Tenant may terminate this Lease by written notice to the Sublandlord, which termination shall be effective ten (10) days after receipt of such notice by Sublandlord.

19. **Condemnation.** If, at any time during the Term of this Lease, title to all or substantially all of the Premises or access to the Premises shall be taken in condemnation proceedings or by any right of eminent domain or transferred in lieu thereof, Landlord shall not be in default hereunder and, as its sole and exclusive remedy, Tenant shall have the right to interpose and prosecute in any condemnation proceedings claims against the condemning authority for the value of the Solar Facility and all other improvements installed in or made to the Premises by Tenant, Tenant's costs of moving and Tenant's loss of business by reason of such condemnation.

20. **No Liability for Interruption Of Utilities.** Except to the extent caused by Sublandlord's gross negligence or willful misconduct, Sublandlord shall not be in default under this Lease or 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 Sublandlord's gross negligence or willful misconduct.

21. **Compliance with Laws.** During the Term and subject to all of Tenant's obligations and liabilities under this Lease, Sublandlord, at its sole cost and expense, shall use its commercially reasonable efforts to maintain the Real Property, including all common areas of the Real Property in compliance with all Laws. Tenant shall, at Tenant's sole cost and expense, comply with all Laws, Governmental Approvals and Utility Approvals relating to Tenant's Permitted Use of the Premises (including, but not limited to, all Laws, Governmental Approvals, and Utility Approvals relating to Hazardous Materials, the Solar Facility, Environmental Attributes and Environmental Incentives). Any and all costs attributable to or related to the applicable building codes and other laws arising from Tenant's plans, specifications, improvements, alterations or otherwise shall be paid by Tenant at its sole cost and expense. Sublandlord shall use commercially reasonable efforts to comply in all material respects with all Laws applicable to the Real Property in general, without regard to specific use.

22. **Sublandlord's Representations.** In order to induce Tenant to enter into this Lease, Sublandlord represents and warrants, as of the Effective Date, as follows: (a) upon obtaining the required consent of Master Landlord and Sublandlord's board of directors, Sublandlord 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 lien affecting the Premises, (b) Sublandlord has received no actual written notice of any condemnation or eminent domain proceedings or negotiations for the purchase of the Real Property or any part thereof in lieu of condemnation, (c) to its actual knowledge without any duty to investigate, there are no unrecorded easements or agreements affecting the Premises that might prevent or adversely affect the Permitted Use or occupancy of the Premises by Tenant for operation of the Solar Facility, and (d) upon obtaining the required consent of Master Landlord and Sublandlord's board of directors, Sublandlord has obtained all material third party consents necessary to execute and deliver the Lease.

23. **Subordination: Non-Disturbance Agreement.** This Lease is subject and subordinate to the Master Lease. Sublandlord shall use its commercially reasonable efforts to deliver to Tenant on or prior to the Outside Termination Date a subordination, non-disturbance and attornment agreement reasonably acceptable to Tenant with regard to the Master Lease substantially in the form attached hereto as **Exhibit E** with such reasonable changes as may be required by Master Landlord, provided that Sublandlord shall not be in default under this Lease for any failure to obtain or for any breach or default by Master Landlord thereunder. Sublandlord shall use commercially reasonable efforts to obtain a subordination, non-disturbance and attornment agreement reasonably acceptable to Tenant from any subsequent mortgagee as a condition of placing any new mortgage on the Premises after the Effective Date and further provided that in the event that Sublandlord obtains such agreement, this Lease shall be subordinate to any subsequent mortgage or deed of trust in accordance with the terms and conditions of a such subordination, non-disturbance and attornment agreement. In the event that Sublandlord is unable to obtain such agreement from an existing lender, Sublandlord shall not be in default and, as its sole and exclusive remedy, Tenant may terminate this Lease without further liability to Sublandlord upon thirty (30) days written notice which right shall be exercised within ninety (90) days after Tenant receives written notice from Sublandlord that it has not obtained such agreement.

24. **Estoppel Certificates.** Each Party shall from time to time upon not less than ten (10) days prior written request by the other, execute, acknowledge, and deliver a certificate ("**Estoppel Certificate**") addressed to Tenant's Financing Party, or any mortgagee or proposed mortgagee or purchaser of the Real Property or the Solar Facility, or any part thereof, or addressed to Master Landlord, Sublandlord or Tenant, as the case may be, certifying (if such be the case) that: (a) this Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification; (b) the date, if any, to which Rent under this Lease has been paid; (c) the Party requesting the Estoppel Certificate is not in default under any provision of this Lease, or, if in default, the nature thereof in detail; and (d) there is no event of default under the Lease or an event which, with notice or the passage of time, or both, would result in an event of default under this Lease. In addition,

the Estoppel Certificate shall also include such other information as may be reasonably required by the requesting Party. 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 Solar Facility, and any other addressee.

25. Environmental.

25.1 Obligations. Sublandlord and Tenant shall not cause any Hazardous Material to be brought upon, kept, stored, generated or recycled in or about the Premises, excepting the existing condition of the Total Premises and such Hazardous Materials in connection with remediation work that may be conducted at the Real Property or necessary for the operation of the Building or Solar Facility or in connection with the rights of any occupants of the Real Property, if any, provided that in each case such Hazardous Materials are used, stored and disposed of at all times in accordance in all material respects with all applicable Laws.

25.2 Representations. Except as set forth in the Master Lease (including any attachment or exhibit thereto and all documents referenced therein) or the environmental reports listed on Schedule 25.2 attached hereto, Sublandlord represents that, to Sublandlord's actual knowledge without any duty to investigate, there are no Hazardous Materials on or near the Real Property or any part thereof, including the Premises, that would reasonably be expected to result in Tenant being required by any governmental agency with jurisdiction to participate in any hazardous materials assessment, clean-up, remediation or migration program.

26. Miscellaneous.

26.1 No Right To Electricity Output, Environmental Attributes or Environmental Incentives. Sublandlord expressly acknowledges and agrees that (a) all electrical output from the Solar Facility and all Environmental Attributes associated with the Solar Facility are the sole and exclusive property of Tenant and Sublandlord has no right to any electricity generated by the Solar Facility, (b) Tenant shall own, and may assign or sell in its sole discretion, all right, title and interest associated with or resulting from the development and installation of the Solar Facility and the production, sale, purchase or use of the electrical output including, without limitation (i) all Environmental Attributes and Environmental Incentives associated with the Solar Facility; (ii) the Reporting Rights, and (iii) and the exclusive rights to claim that: (A) the electrical output was generated by the Solar Facility; (B) Tenant is responsible for the delivery of the electrical output; (C) Tenant is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of the electrical output and the delivery thereof; and (D) Tenant is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing.

26.2 Recording. Sublandlord and Tenant shall execute (with signatures notarized) and record a Memorandum of Lease in the form of Exhibit F attached hereto, which Tenant may record provided that Tenant provides Sublandlord with a signed and notarized Memorandum Release which Sublandlord will be permitted to record for and in the name of Tenant upon any expiration or termination of this Lease, such power being coupled with an interest and irrevocable.

26.3 Assignment. This Lease and the rights and obligations under this Lease shall be binding upon and shall inure to the benefit of Tenant and Sublandlord and their respective permitted successors and assigns. Without the prior written consent of Sublandlord, Tenant may assign its rights and obligations hereunder to (a) any affiliate of Tenant or its parent company, (b) any entity which results from a merger of, reorganization of, or consolidation with Tenant or Tenant's affiliate; (c) any entity engaged in a joint venture with Tenant or Tenant's affiliate, (d) any entity which acquires substantially all of the stock

or assets of Tenant or Tenant's affiliate, as a going concern, with respect to the business that is being conducted in the Premises, and (e) to Tenant's Financing Party on a collateral basis, including as set forth in Section 8.2. All other assignments of the Lease by Tenant shall be subject to Sublandlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Sublandlord shall assign its rights and obligations hereunder to any assignee, transferee or purchaser of the Building (or all of Sublandlord's interest therein) from Sublandlord.

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

If to Sublandlord: AltaSea at the Port of Los Angeles  
222 W. 6<sup>th</sup> Street, Suite 1010  
San Pedro, CA 90731  
Attention: Timothy B. McOsker  
Telephone: 424-210-4312  
Email: tmcosker@altasea.org

with a copy to:

Sheppard Mullin  
333 S. Hope Street, 43<sup>rd</sup> Floor  
Los Angeles, CA 90071-1422  
Attention: Charuni Patibanda  
Telephone: 213-455-7620  
Email: cpatibanda@sheppardmullin.com

and a copy to:

Brumer Law Group, PC  
633 W. 5<sup>th</sup> Street, 26<sup>th</sup> Floor  
Los Angeles, CA 90071  
Attention: Daniel Brumer  
Telephone: 213-814-1122  
Email: dbrumer@brumerlawgroup.com

If to Tenant: Signal Street Operating, LLC  
c/o True Green Capital Management LLC  
315 Post Road West, 2<sup>nd</sup> Floor  
Westport, CT 06880  
Attention: Legal  
Telephone: 203-557-6228  
E-mail: notices@truegreencapital.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) email in which case such notice shall be deemed delivered if sent on a business day before 5:00pm local time in the location of the sender, otherwise on the next business day, provided that such email notice is followed by one of the other permitted methods

of notice pursuant to this Section 26.4. 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.

26.5 Governing Law. 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.

26.6 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.

26.7 Integration. This Lease, the exhibits and attachments hereto and the development services agreement executed by the Parties or their respective affiliates in connection herewith 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.

26.8 Relation of the Parties. The relationship between Tenant and Sublandlord 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. Tenant shall not be allowed to use the name, picture or representation of the Real Property, or words to that effect, in connection with any business carried on in the Premises or otherwise without the prior written consent of Sublandlord, not to be unreasonably withheld, conditioned or delayed.

26.9 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.

26.10 Waiver. The failure of Tenant or Sublandlord 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.

26.11 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.

26.12 Attorneys' Fees. If either Party commences an action against the other in connection with this Lease or the Premises, the prevailing Party shall be entitled to recover from the losing Party reasonable attorneys' fees and costs of suit.

26.13 Force Majeure. A Force Majeure Event shall mean any circumstance not within the reasonable control, directly or indirectly, of the Party affected to the extent that (a) such circumstance, despite the exercise of due diligence, cannot be or be caused to be prevented, avoided or removed by such Party, and (b) such event is not due to such Party's negligence or intentional misconduct. Subject to the foregoing conditions, Force Majeure Events may include, without limitation, any of the following: acts of God; acts of the public enemy; strikes or other labor disputes; sabotage, riot or civil unrest; volcanic eruption, earthquake, hurricane, flood, ice storm, explosion, fire, lightning, landslide or similarly cataclysmic occurrence; requirement by Utility or Governmental Authority that the Solar Facility discontinue operation for any reason; any other action by any Governmental Authority that prevents or prohibits the Party affected from carrying out its obligations under this Lease (including, without limitation, in the case of Tenant, an unstayed order of a court or administrative agency having the effect of subjecting the sales of output to federal or state regulation of prices and/or services, or elimination or alteration of one or more environmental credits or other change in law that results in a material adverse economic impact on Tenant). The Party affected by a Force Majeure Event shall be excused from the performance of its obligations hereunder to the extent of such Force Majeure Event, provided that if such Force Majeure Event continues for more than 180 days either Party may terminate this Lease upon written notice to the other and this Lease shall be of no further force or effect and all rights, duties and obligations of Sublandlord and Tenant under this Lease shall terminate, except for any obligations that have already been performed or that expressly survives termination pursuant to this Lease, including but not limited to Tenant's restoration and surrender obligations hereunder.

26.14 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.

26.15 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, and 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.

26.16 Confidentiality. Sublandlord and Tenant agree that the terms of this Lease are confidential and constitute proprietary information of the parties hereto. Each of the Parties hereto agrees that such Party, and its respective partners, officers, directors, employees, agents and attorneys, shall not disclose the terms and conditions of this Lease to any other person without the prior written consent of the other Party hereto except pursuant to an order of a court of competent jurisdiction; provided, however, that the Parties may disclose the terms hereof to any lender now or hereafter having a lien or interest in the Premises or the Solar Facility, to any potential purchaser of Sublandlord's interest in the Property or Tenant's interest in the Solar Facility, to any insurer or prospective insurer of the Premises or the Solar Facility (or any portion thereof), and either Party may disclose the terms hereof to its respective independent accountants who review its respective financial statements or prepare its respective tax returns, to any prospective transferee of all or any portion of their respective interests hereunder, to any governmental entity, agency or person to whom disclosure is required by applicable Laws, regulations or duty of diligent inquiry and in connection with any action brought to enforce the terms of this Lease, on account of the breach or alleged breach hereof or to seek a judicial determination of the rights or obligations of the parties hereunder.



26.17 No Third Parties Benefited. This Lease is made for the purpose of setting forth certain rights and obligations of Sublandlord and Tenant, and no other person shall have any rights hereunder or by reason hereof except as expressly set forth herein; provided, however, that Master Landlord shall be entitled to the benefit of provisions of this Sublease pertaining to Master Landlord.

26.18 Mutual Indemnifications.

(a) Tenant Indemnification. Tenant shall indemnify, defend, protect and hold harmless Sublandlord, its affiliates, Master Landlord, and each of their respective officers, managers, directors, employees, successors and assigns (collectively, "***Sublandlord Indemnified Parties***"), from and against: any and all Losses (except to the extent such Losses are caused by the gross negligence or willful misconduct of Sublandlord Indemnified Parties) to the extent arising from (i) the use or occupancy of the Premises by Tenant, (ii) or the acts or omissions of Tenant or any Tenant Indemnified Party or (iii) any default of this Lease by Tenant.

(b) Sublandlord Indemnification. Notwithstanding anything to the contrary contained in the Lease, Sublandlord shall indemnify, defend and hold harmless Tenant and its affiliates, and their respective officers, managers, directors, employees, successors and assigns (collectively, the "***Tenant Indemnified Parties***") against any and all Losses (except to the extent such Losses are caused by the gross negligence or willful misconduct of Tenant Indemnified Parties) to the extent arising from (i) any default of this Lease by Sublandlord or (ii) the acts or omissions of Sublandlord or any Sublandlord Indemnified Party.

(c) Survival. The obligations of the Parties under this Section 26.18 shall expressly 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.

Sublandlord:

**ALTASEA AT THE PORT OF LOS ANGELES**

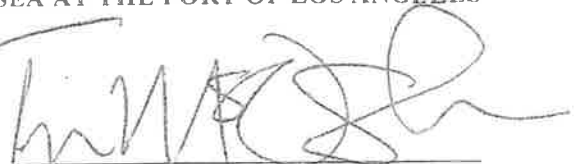
Witnessed by:



By:

Name:

Its:

  
\_\_\_\_\_  
Tim McOsker, CEO  
\_\_\_\_\_  
CEO

Tenant:

**SIGNAL STREET OPERATING, LLC**

Witnessed by:

\_\_\_\_\_

By:

Name:

Its:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Sublandlord:

ALTASEA AT THE PORT OF LOS ANGELES

Witnessed by:

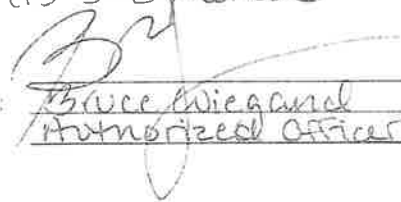
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_

Tenant:

SIGNAL STREET OPERATING, LLC  
By: T&C III FIT LA, LLC,  
its sole member

Witnessed by:

By:   
Name: Bruce Wiegand  
Its: Authorized Officer

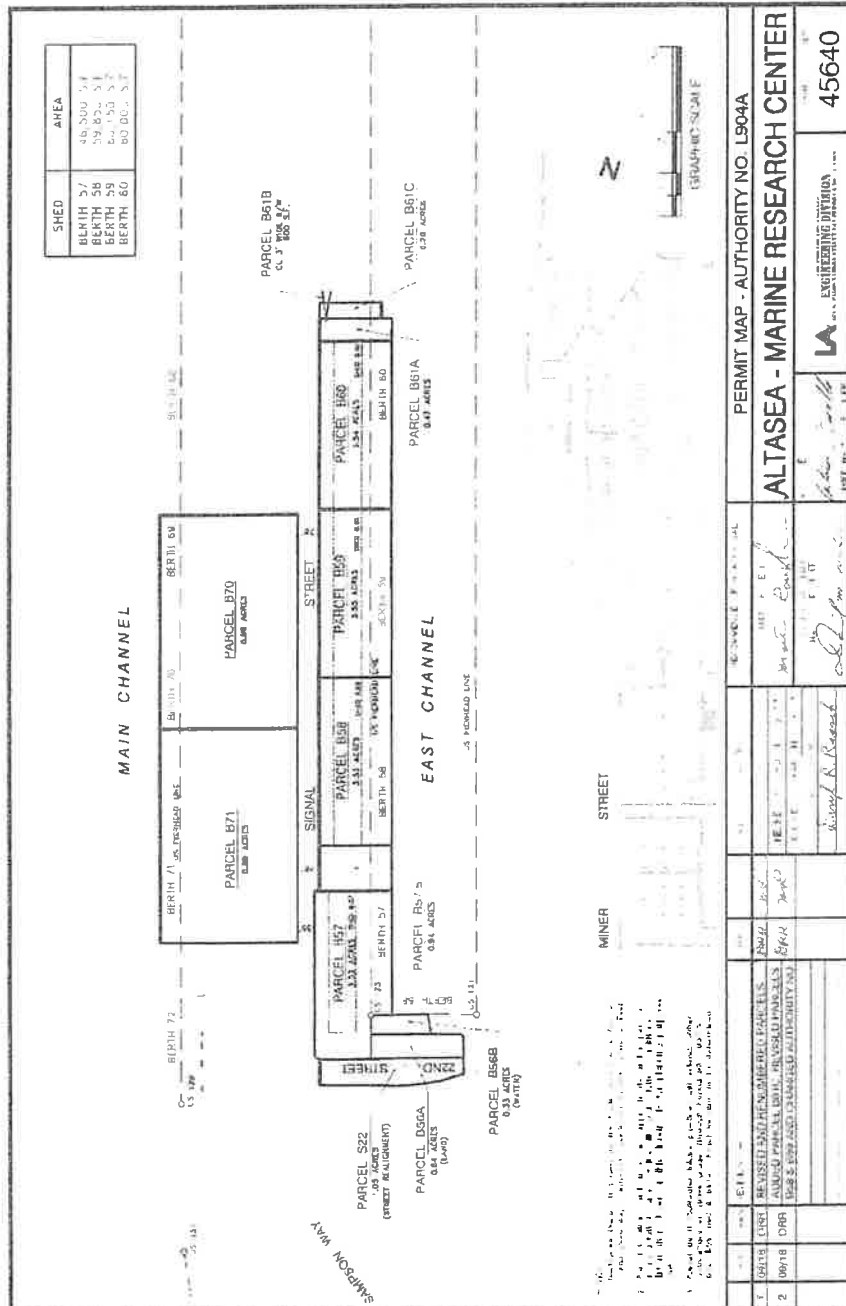
\_\_\_\_\_

**EXHIBIT A**

MASTER LEASE

*[attached]*

## REAL PROPERTY



**EXHIBIT C**

PREMISES  
(BUILDING SPACE, GROUND SPACE AND ROOFTOP SPACE)

*Upon completion of an ALTA survey at Tenant's sole cost and expense, Tenant will insert full legal description of the Premises here.*

*The current attachment is in draft form and is subject to revision by the Parties during the Due Diligence Period.*

# A1 Canopies w/ Firebreaks- Hanwha 400

## Report

Project Name: Alta Sea  
Project Address: 2456 signal st san pedro ca  
Prepared By: Chris Wissler  
info@skybridgereenables.com

## System Metrics

Design: A1 Canopies w/ Firebreaks- Hanwha 400  
Module DC Nameplate: 1.66 MW  
Inverter AC Nameplate: 1.30 MW  
Load Ratio: 1:28  
Annual Production: 2,666 GWh  
Performance Ratio: 82.9%  
kWh/kWp: 1,605.8  
Weather Dataset: TMY, 10km grid (33.75,-118.25), NREL (prospector)  
Simulator Version: 9a48172b35-98a3557fac-5d8c9dbf0d-bca5500d7c

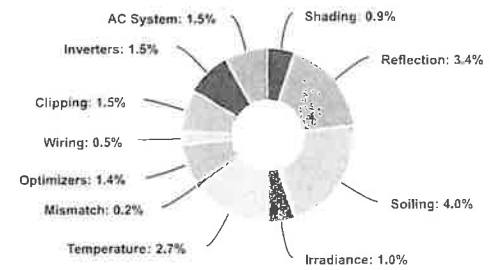
## Project Location



## Monthly Production



## Sources of System Loss



## Annual Production

	Description	Output	% Delta
Irradiance (kWh/m <sup>2</sup> )	Annual Global Horizontal Irradiance	1,893.0	
	POA Irradiance	1,936.0	2.3%
	Shaded Irradiance	1,918.4	-0.9%
	Irradiance after Reflection	1,853.4	-3.4%
	Irradiance after Soiling	1,779.2	-4.0%
Energy (kWh)	Total Collector Irradiance	1,779.2	0.0%
	Nameplate	2,953,205.0	
	Output at Irradiance Levels	2,926,917.9	-1.0%
	Output at Cell Temperature Derate	2,847,718.6	-2.7%
	Output After Mismatch	2,842,562.8	-0.2%
	Optimizer Output	2,802,542.4	-1.4%
	Optimal DC Output	2,789,898.0	-0.5%
	Constrained DC Output	2,748,453.4	-1.5%
	Inverter Output	2,706,789.3	-1.5%
	Energy to Grid	2,666,187.4	-1.5%
Temperature Metrics			
	Avg. Operating Ambient Temp		15.5 °C
	Avg. Operating Cell Temp		25.7 °C
Simulation Metrics			
	Operating Hours	4619	
	Soiled Hours	4619	

## Condition Set

Description	Condition Set 4% soiling 1.5% VAC drop											
Weather Dataset	TMY, 10km grid (33.75,-118.25), NREL (prospector)											
Solar Angle Location	Meteo Lat/Lng											
Transposition Model	Perez Model											
Temperature Model	Sandia Model											
Temperature Model Parameters	Rack Type	a		b		Temperature Delta						
	Fixed Tilt	-3.56		-0.075		3°C						
	Flush Mount	-2.81		-0.0455		0°C						
	East-West	-3.56		-0.075		3°C						
Soiling (%)	Carport	-3.56		-0.075		3°C						
	J	F	M	A	M	J	J	A	S	O	N	D
	4	4	4	4	4	4	4	4	4	4	4	4
Irradiation Variance	5%											
Cell Temperature Spread	4° C											
Module Binning Range	-2.5% to 2.5%											
AC System Derate	1.50%											
Module Characterizations	Module	Characterization										
	Q,PEAK DUO L-G5,2 400 (144Cell) (Hanwha Q Cells)	Hanwha_Qcells_QPEAK_DUO_L-G5,2_400_Ref4,PAN, PAN										
Component Characterizations	Device	Characterization										
	P800S (SolarEdge)	Mfg Spec Sheet										
	SE100KUS (SolarEdge)	Spec Sheet										

## Components

Component	Name	Count
Inverters	SE100KUS (SolarEdge)	13 (1.30 MW)
Strings	10 AWG (Copper)	110 (79,091.8 ft)
Optimizers	P800S (SolarEdge)	2,090 (1.67 MW)
Module	Hanwha Q Cells, Q,PEAK DUO L-G5,2 400 (144Cell) (400W)	4,151 (1.66 MW)

## Wiring Zones

Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	12	13-38	Along Racking

## Field Segments

Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Parking Canopy	Carport	Portrait (Vertical)	7°	252.5°	0.0 ft	1x1	2,800	2,800	1.12 MW
Field Segment 2 (copy)	Carport	Portrait (Vertical)	7°	253°	0.0 ft	1x1	252	252	100.8 kW
Field Segment 4	Carport	Portrait (Vertical)	7°	252.5°	0.1 ft	1x1	847	847	338.8 kW
Field Segment 2	Carport	Portrait (Vertical)	7°	253°	0.0 ft	1x1	252	252	100.8 kW



 Detailed Layout



## **EXHIBIT D**

### **PREPAID RENT**

Tenant shall pay Sublandlord a one (1) time pre-paid amount equaling the estimated dollars described below **(\$500,000.00)** (the “***Pre-Paid Lease Amount***”). Such Pre-Paid Lease Amount will be in lieu of a traditional annual rent and no further basic rental payments and/or fees shall be due by Tenant to Sublandlord. The Pre-Paid Lease Amount assumes that the Solar Facility will generate 3 megawatts, if the Solar Facility is subsequently designed to generate additional megawatts then the Pre-Paid Lease amount will be increased proportionally.

The Pre-Paid Lease Amount is exclusive of and in addition to the all amounts (“***Development Fees***”) payable to Sublandlord pursuant to that certain Development Services Agreement to be entered into on or about the Rent Payment Date by and among, Tenant, Sublandlord and PermaCity Development Corp., and exclusive of the PDC Contribution referenced below.

Terms and conditions of Development Fees to be discussed and subject to due diligence and negotiation of the parties – including refining and verifying costs and estimate of assumptions in the below. Tenant and Sublandlord shall jointly negotiate and agree to the Development Services Agreement, and Tenant shall oversee the infrastructure and interconnection work completed under the same. Tenant shall pay directly all Development Fees. For the avoidance of doubt, if the actual Development Fees are less than the estimated Development Fees listed below, Sublandlord shall not have any claim to the difference in the two figures. Similarly, if actual Development Fees exceed the Development Fees estimated below, Sublandlord shall not be required to expend any additional funds and Tenant shall be responsible for all amounts payable.

<b>Alta Sea FiT PV system - Estimated infrastructure and interconnection cost</b>		
<b>#</b>	<b>Item</b>	<b>Estimated Cost</b>
1	LADWP Fees FiT	\$500,000.00
3	Medium and Low Voltage Equipment (Equipment per single line plan) **increased budget for upsized gear and transformers	\$396,600.00
4	Vaults and Pads	\$85,500.00
5	Wire/Conduit	\$147,600.00
6	Trenching, backfill, asphalt	\$59,175.00
7	All Labor (electrical)	\$100,000.00
8	Soil removal and relocate to class 2 landfill	\$15,000.00
9	Skylight removal and solar tube replacement	\$320,000.00
10	Sub Metering -FiT	\$20,383.20
	<b>Total Est. Cost</b>	<b>\$1,644,258.20</b>
	<b>PDC Contribution</b>	<b>\$500,000.00</b>
	<b>Lease Pre-Pay</b>	<b>\$500,000.00</b>
	<b>TOTAL TGC/PDC Estimated Contribution</b>	<b>\$2,644,258.20</b>

## EXHIBIT E

### **FORM OF CONSENT AND NON-DISTURBANCE BY THE PORT OF LOS ANGELES**

This Consent and Non-Disturbance ("**Consent**"), dated \_\_\_\_\_, 2019, is being provided by Consenting Party for the benefit of Subtenant, as each are defined below.

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Harbor Commissioners, which, through the Harbor Department, operates the Port of Los Angeles (the "**Consenting Party**"), is ground lessor under that certain AMENDED AND RESTATED LEASE NO. 904, dated \_\_\_\_\_ (the "**Ground Lease**") with ALTASEA AT THE PORT OF LOS ANGELES, a California nonprofit public benefit corporation ("**Tenant**") for certain property as described in the Ground Lease (the "**Leased Property**"). Signal Street Operating, LLC is a Delaware limited liability company ("**Subtenant**") that seeks to sublease certain rooftop space on the Leased Property (the "**Subleased Premises**") and thereupon to build a solar photovoltaic system (the "**Solar Facility**").

The Consenting Party hereby confirms: (a) the lease attached hereto as Exhibit B is a true, correct and complete copy of the Ground Lease and the Consenting Party is the current and sole holder of all of the right, title and interest of the landlord under the Ground Lease, (b) the Ground Lease is in full force and effect, (c) to Consenting Party's knowledge, no default exists under the Ground Lease, and (d) to Consenting Party's knowledge, no act or omission has occurred which (solely as a result of the giving of notice or passage of time) would constitute a default or which would constitute grounds for termination by either party under the Ground Lease.

The Consenting Party hereby acknowledges and agrees as follows:

1. Consent to Sublease. Consenting Party hereby consents to the execution, recordation in the land records and performance by Tenant and Subtenant of that certain Sublease for certain rooftop space (the "**Sublease**") substantially in the form attached hereto as Exhibit A.

2. Non-Disturbance. The Consenting Party further agrees that if Consenting Party succeeds to the interest of Tenant under the Sublease or Subleased Premises in any manner or the Ground Lease terminates for any reason, the Consenting Party agrees upon such succession or termination, provided that Subtenant is not then in default under the Sublease (after expiration of any applicable notice and cure periods), not to disturb Subtenant's tenancy and possession of the Subleased Premises under the Sublease, to perform for the benefit of Subtenant the obligations of Tenant under the Sublease arising after the date of such succession or termination until such

obligations are assumed by another sublandlord or other transferee of the Consenting Party's interest in the Sublease, and to recognize all rights of Subtenant under the Sublease with respect to the Subleased Premises. Upon any such succession or termination, Subtenant shall attorn to the Consenting Party and continue to perform all of Subtenant's obligations under the Sublease for the benefit of the Consenting Party or any future sublandlord or other assignee of the Consenting Party's rights under the Sublease. For such purposes, as between the Consenting Party and Subtenant, notwithstanding any termination of the Ground Lease as between the Consenting Party and Tenant, the provisions of the Ground Lease shall be deemed to continue to apply to, and shall continue to be incorporated by reference into, the Sublease, and Subtenant shall continue to comply with such provisions, to the same extent that such provisions were incorporated into and Subtenant was required to comply with such provisions pursuant to the terms of the Sublease prior to the termination of the Ground Lease. Without limitation of the foregoing, but for the avoidance of doubt, this Section 2 supersedes, with respect to the Sublease, Section 9.3.3(a) of the Ground Lease such that the Consenting Party may not terminate the Sublease on the event of a default by Tenant under the Ground Lease.

3. Additional Confirmations by Consenting Party in Favor of Subtenant. This Consent is intended to confirm the agreement of Consenting Party that the Subtenant is entering into the Sublease for purposes of constructing and operating the Solar Facility on certain rooftop space on the Leased Property and that the Subtenant will have the necessary rights for such Solar Facility. Accordingly, for the avoidance of doubt, Consenting Party hereby makes the following additional confirmations and agreements in favor of Subtenant:

(a) To the extent, if any, that any additional access rights are necessary for Subtenant to construct, install, operate, maintain, repair, replace and remove the Solar Facility as is contemplated in the Sublease, Consenting Party agrees to provide such access.

(b) Consenting Party acknowledges that the operation of the Solar Facility will require direct sunlight and that, accordingly, no improvements shall be constructed or authorized by Consenting Party that would produce shadow on, or otherwise block sunlight to, the Solar Facility. Consenting Party will not exercise any rights on or about the Subleased Premises that will in any way shadow, block sunlight to, or otherwise impede the energy production of the Solar Facility.

(c) Consenting Party hereby acknowledges that the Solar Facility, all improvements and equipment related thereto, and the renewable energy (including environmental credits and related attributes) produced by the Solar Facility are all solely owned by Subtenant, and that Consenting Party shall not have any ownership interest in or right to such property or credits, and that no such property or credits shall be considered fixtures to the Subleased Premises, but shall remain the sole personal property of Subtenant and may be removed by Subtenant at any time in its sole discretion without any approval or consent from Consenting Party.

(d) Consenting Party agrees that, notwithstanding any provision of the Ground Lease, the Subtenant shall have all financing rights provided in the Sublease, without any further approval or consent from Consenting Party, (including, without limitation, the following: Subtenant's right to enter into a financing transaction with a lender and such lender's rights to exercise its remedies under its financing documentation). The Consenting Party acknowledges and consents to any financing counterparty of Subtenant having or being granted a first priority perfected security interest in the Solar Facility and any associated equipment and, consistent with the acknowledgement above, that Consenting Party has no ownership interest in or right to such Solar Facility. Any lenders or financing counterparties for the Solar Facility (including any system lessor or other lender) are intended beneficiaries of the Consenting Party's agreements provided in this Consent.

4. Conflicting Provisions. The Ground Lease and the Sublease remain in full force and effect, provided, however that, in the event of any conflict between the express provisions of this Consent and the Ground Lease and Sublease, the provisions of this Consent shall prevail.

5. No Oral Modification/Binding Effect. This Consent may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Consent shall inure to the benefit of Subtenant and be binding upon the parties hereto and their successors and assigns.

6. Counterparts. This Consent may be executed in multiple counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

7. Laws. This Consent shall be construed in accordance with the laws of California.

[Signatures Appear on the Following Page]

Dated: \_\_\_\_\_, 2019

**CONSENTING PARTY:**

THE PORT OF LOS ANGELES

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT F**

FORM OF MEMORANDUM

After recording, return to:

□

Transfer Tax - \$0 – Term of Lease is less than 35 years.

**MEMORANDUM OF LEASE**

This is to notify all concerned that AltaSea at the Port of Los Angeles, a California nonprofit public benefit corporation (Sublessor), and Signal Street Operating, LLC, a Delaware limited liability company (Sublessee), entered into an unrecorded lease, dated May \_\_, 2019, (the "Sublease") covering the real property legally described on Exhibit A hereto. Sublessor has an underlying lease of the Real Property with City of Los Angeles, a municipal corporation, acting by and through its Board of Harbor Commissioners having an address at 425 South Palos Verdes Street, San Pedro, California 90731.

The Real Property or its address is commonly known as 2456 Signal Street, San Pedro, California 90731.

The term of the Lease shall commence on the Commercial Operation Date as defined in the Sublease, and continue in effect until 11:59 p.m. PST on the twentieth (20th) anniversary of the Commercial Operation Date, subject to the Tenant's right to extend the term for two (2) additional terms of five (5) years each.

This Memorandum is prepared for the purpose of recordation only, and it in no way modifies the provisions of the Sublease. In the event of any inconsistency between the provisions of this Memorandum and the Lease, the provisions of the Sublease shall prevail.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

**"SUBLANDLORD"**

AltaSea at the Port of Los Angeles,  
a California public benefit corporation

By: \_\_\_\_\_  
Name:  
Title:

**"SUBTENANT"**

Signal Street Operating, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**[Notary Acknowledgments on Following Pages.]**