

RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:

Solar DG CA Metro Ed, LLC
c/o Luminace
7777 Center Avenue, Suite 200
Huntington Beach, CA 92647
Attn.: Vice President, Legal DG

APN: _____

No Transfer tax due. This is a conveyance of an easement that is not perpetual or permanent, R&T 11911.

AMENDED AND RESTATED SOLAR SITE EASEMENT AGREEMENT

Between

Solar DG CA Metro Ed, LLC
as Grantee

and

METROPOLITAN EDUCATION DISTRICT,
as Grantor

Effective Date: July 18, 2023
Date Signed: _____, 2025

AMENDED AND RESTATED SOLAR SITE EASEMENT AGREEMENT

THIS AMENDED AND RESTATED SOLAR SITE EASEMENT AGREEMENT (this “Easement Agreement”), effective as of July 18, 2023 (“Effective Date”) and signed _____, 2025 (“Date Signed”), is entered into by and between Solar DG CA Metro Ed, LLC, a Delaware limited liability company, with a place of business located at 7777 Center Avenue, Suite 200, Huntington Beach, CA 92647 (“Provider”), and Metropolitan Education District, a public school district organized under the laws of the State of California, with its principal place of business located at 760 Hillsdale Avenue, San Jose, CA 95136 (“Host”). Provider and Host are sometimes individually referred to as a “Party” and collectively as the “Parties.”

RECITAL

WHEREAS, Host is a California Joint Powers Agency (JPA);

WHEREAS, Host possesses as a tenant one (1) site located in Santa Clara County, California (each a “Property” and collectively, the “Properties”), as such site is more particularly described in Exhibit A, a portion of each of which will be used for the installation, construction, ownership, removal, operation and maintenance of solar energy systems;

WHEREAS, the fee owner of the Property and Host’s landlord is the San Jose Unified School District, a member of the JPA, who together with the other member agencies of the JPA, must consent to this Easement Agreement between Host and Provider;

WHEREAS, Host desires to implement solar energy systems (each, a “System” and collectively the “Systems”) on approximately one (1) Host-occupied property (each System together with each such property, a “Project” and collectively, the “Projects”) totaling approximately 914 kW DC, on the Properties;

WHEREAS, California Government Code §§ 4217.10 et seq. authorizes Host to enter into agreements, contracts and related facility arrangements with private sector entities for developing energy conservation and production projects, provided that Host’s governing board has made findings that the anticipated costs for energy services under the PPA (as defined below) are less than the Purchaser’s anticipated energy costs in the absence of the Agreement and that the terms of the agreement are in the best interests of Host;

WHEREAS, subject to the terms and conditions of the Amended and Restated Solar Energy Power Purchase Agreement dated July 18, 2023 and signed _____, 2025, by and between Host and Provider (as amended, modified and in effect from time to time, the “PPA”), Host has engaged Provider for the installation, operation and maintenance of the Systems at the Properties for the purpose of providing electricity to the Host;

WHEREAS, pursuant to the PPA, Provider will sell to Host and Host will purchase from Provider, the Energy Output generated by the Systems during the term of the PPA in accordance with the terms and conditions of the PPA;

WHEREAS, in order to construct, install, own, remove, replace, operate and maintain the Systems, Provider requires access to the Properties;

WHEREAS, in connection with the foregoing, Provider desires easements from Host on, under and over the Properties in order to install, construct, own, remove, operate and maintain the Systems in furtherance of Provider's obligations under the PPA and Host is willing to grant such easements to Provider pursuant to the terms set forth herein; and

WHEREAS, capitalized terms used but not defined herein (including in the recitals) shall have the respective meanings ascribed to them in the PPA; and

WHEREAS, this Easement Agreement amends and restates, and supersedes, the Solar Site Easement Agreement between the Parties dated July 18, 2023 as approved by the Metro Ed Governing Board on June 28, 2023.

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

ARTICLE 1 GRANT OF EASEMENT

Section 1.1 Exclusive Easement Areas. Host hereby grants to Provider, in accordance with the terms and conditions set forth herein, exclusive easements (each an "Exclusive Easement") on, under, over and across the Properties as more particularly described and depicted in Exhibit B attached hereto (the "Exclusive Easement Areas") for Provider's installation, construction, ownership, removal, operation, maintenance, improvement and replacement of the Systems on the Properties, provided however, that Host shall have the right to enter the Exclusive Easement Areas as described in Section 1.3 below.

Section 1.2 Non-Exclusive Easement Areas. Host hereby grants to Provider non-exclusive easements (each a "Non-Exclusive Easement" and together with the Exclusive Easement, the "Easements") on, under, over and across the general-use areas of the Properties for the purposes described in Exhibit C attached hereto (the "Non-Exclusive Easement Areas" and together with the Exclusive Easement Areas, the "Easement Areas"). Host agrees to maintain the Non-Exclusive Easement Areas, including roads, driveways and walkways located in and around the Properties necessary for proper ingress and egress to and from the Easement Areas. Provider shall observe all speed limits and other rules and regulations established by Host with respect to such roads and driveways existing on the Properties.

Section 1.3 Host Right of Entry. Subject to the terms and conditions of the Agreement, Host shall have the right to enter the Exclusive Easement Areas at any time provided that Host does not interfere with the installation, construction, ownership, removal, replacement, operation or maintenance of the Systems. Further, where a portion of the Systems consists of carports, Host and its licensees and invitees may use such areas for parking and other activities customarily associated with such type of parking area.

Section 1.4 Properties. Prior to Provider's installation of the Systems, Provider shall have inspected each Property and satisfied itself that each Property is in a condition ready for Provider's installation of the Systems. At any time prior to the installation of the Systems, if the Provider determines, in its sole discretion, that any of the Properties are not in a condition ready for the Provider's installation of the Systems, the Provider shall have the right to terminate this Easement Agreement as to each such Property, provided that such termination will not adversely affect the Energy Payment Rate as set forth in Exhibit C of the PPA.

Section 1.5 Quiet Enjoyment. Host covenants and agrees that to the fullest extent possible given its status as a tenant on the Property, Provider, provided it remains in compliance with its obligations hereunder, shall lawfully and quietly have, hold, occupy and enjoy the Easement Areas and the appurtenant rights thereto in accordance with the terms hereof through the term of this Easement Agreement free from any claim of any entity or person of superior title thereto, whether by Host or any of its agents, employees, invitees or independent contractors or by any entity, person or persons having or claiming an interest in the Easement Areas.

ARTICLE 2 TERM

The term (the "Term") of this Easement Agreement shall commence on the Effective Date, as set forth above, and shall terminate on the earliest to occur of (i) the twenty-fifth (25th) anniversary of the last Commercial Operation Date if the Parties do not extend the Initial Term of the PPA with the Extension Term, or the thirtieth (30th) or thirty-fifth (35th) anniversary of the last Commercial Operation Date if the Parties extend the Initial Term of the PPA with one or both Extension Terms, respectively, (ii) the Host's exercise of the purchase option contained in Section 13.1 of the PPA or (iii) one hundred eighty (180) days following the Early Termination Date (as defined in Sections 1.1 and 9.2 of the PPA), if Host terminates the PPA as a result of a default by Provider pursuant to Section 9.2 thereof and elects to cause Provider to remove the Systems in accordance with Section 9.3 of the PPA.

ARTICLE 3 CONSTRUCTION OF SYSTEM

Section 3.1 Construction and Installation. Host hereby consents to the construction and installation of the Systems by Provider on the Easement Areas in accordance with the terms and conditions of Article V of the PPA, "Construction and

Installation of the System,” and Provider agrees to abide by said terms and conditions. Host shall cooperate with Provider and make reasonable attempts to provide information on underground utilities in preparation for installing the Systems. Host is not liable for any damage to underground utilities should Provider damage them while installing the Systems. Host is not liable for unforeseen site conditions.

Section 3.2 Maintenance and Repair of Systems. Provider shall, at Provider’s sole cost, maintain, clean, repair, replace and dispose of part or all of the Systems on the Easement Areas in accordance with the terms and conditions of Article VI of the PPA, “Ownership; Maintenance of System and Reporting Requirements.” Provider shall provide Host, and at Host’s request such additional copies as Host requires, with approved plans and specifications for installation prior to commencement of work to install the Systems on the Properties.

Section 3.3 Failure to Maintain Exclusive Easement Areas. Subject to Provider’s obligations to maintain and repair the Systems under Section 3.2 hereof, Host shall maintain the Exclusive Easement Areas in neat, clean and in good order and condition. Host shall trim or cause to be trimmed any shrubbery, trees or other growth on the Properties or under its control that would interfere with any System insolation; and if Host does not perform such obligation upon ten (10) days written notice to Host, Provider shall have the right to perform such services at Host’s expense and/or pursue damages for any such shading that results in decreased System performance or production. Host shall not make any alterations or repairs to the Systems without Provider’s prior written consent. Host shall be responsible for all damage to the System caused by Host or its contractors.

Section 3.4 Entry Requirements. Provider shall comply with the following requirements prior to entry onto the Easement Areas in connection with the construction, ownership, removal, installation, operation and maintenance of the Systems. Provider shall:

- (a) except in cases of emergency, provide 48 hours’ prior written notice to the appropriate Host administrator and to the Host’s liaison, if any, whose names and contact information shall be provided to Provider, before any entry onto any Property by Provider’s employees, agents or contractors;
- (b) perform all construction, installation, operation and maintenance work in connection with the Systems in a safe manner;
- (c) not permit any hazardous condition to remain on the Easement Areas;
- (d) not bring or permit to be brought any Hazardous Material (as defined below) in violation of applicable federal, state or local law, onto the Easement Areas;

(e) repair any damage or disturbance to the Easement Areas caused by Provider;

(f) keep the Easement Areas free and clear of all mechanics' and materialmen's liens arising out of Provider's activities (provided that if any such lien is filed, Provider shall have the right to contest the same so long as Provider provides a bond for the amount of such lien);

(g) procure and maintain, or use contractors who maintain, during all periods of entry pursuant to this section, general liability and property damage insurance with a combined single limit per occurrence of \$1,000,000, and naming Host and Host's landlord, the San Jose Unified School District, as additional insured; and

(h) obtain and maintain, and cause each contractor and subcontractor performing construction, installation, operation or maintenance work in the Easement Areas to obtain and maintain Worker's Compensation insurance as required by law. Provider shall deliver to Host a certificate evidencing such insurance.

Section 3.5 Storage. Host shall use commercially reasonable efforts to locate a site in close proximity to the Easement Areas for the storage and assemblage of materials to construct, erect and install the Systems. Host shall ensure that the site is returned to the condition it was in before its use for the storage and assemblage of materials to construct, erect and install the Systems.

Section 3.6 Construction Parking. Host does not guarantee space for parking of construction crew vehicles and temporary construction trailers, but will cooperate with Provider in locating parking close to each Property.

Section 3.7 Removal of Materials. Upon completion of construction of the Systems, Provider shall remove all remaining materials from the sites and shall restore the sites as nearly as is reasonably possible to the condition in which it existed immediately prior to the commencement of such activity. Any light poles or related structures removed by Provider from the Properties in connection with the construction of the Systems shall be returned to Host upon completion of construction of the Systems.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES, COVENANTS OF HOST

Section 4.1 Authorization; Enforceability. The execution and delivery by Host of, and the performance of its obligations under, this Easement Agreement have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other person, and do not contravene any provision of, or constitute a default under, any indenture, mortgage, encumbrance or other material agreement binding on Host or the Properties or any valid order of any court, or regulatory agency or other body having authority to which Host is subject. This Easement Agreement constitutes a legal and valid obligation of Host, enforceable against Host in accordance

with its terms, except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity whether such enforceability is considered in a proceeding in equity or at law.

Section 4.2 Host's Interest in Property. Host represents, warrants and covenants that Host has lawful rights to occupy the Properties and that throughout the Term of this Easement Agreement Provider shall enjoy quiet and peaceful use and enjoyment of the Easement Areas pursuant to the Easements granted herein, and to the extent legally possible free from any claim of any entity or person of superior title thereto without hindrance to or interference with or molestation of Provider's quiet enjoyment thereof, and neither Host nor any person claiming by, through or under Host shall disturb Provider's quiet and peaceful use and enjoyment of the Easement Areas pursuant to the Easements granted herein.

(a) Host represents, warrants and covenants that there are no leases, easements, restrictions, conditions or covenants affecting the Property which could impair, delay or interfere with the construction, installation, operation and maintenance of the Project, as contemplated in the PPA, or adversely affect the rights and/or obligations of Provider hereunder or in the PPA, or require prior notice to or consents from third parties to execute and deliver this Easement Agreement and to perform Host's obligations hereunder or under the PPA. This Easement Agreement and the performance by the parties of their respective obligations hereunder or in the PPA do not contravene any provision of, or constitute a default under, any lease, easement, restriction, condition or covenant affecting the Property. Host further covenants to cure, correct or otherwise remove or mitigate any claims or actions resulting from or arising out of any alleged breach or violation of any lease, easement, restriction, condition or covenant affecting the Property that causes or threatens to cause an impediment or delay to, or interference with, the construction, installation, operation and maintenance of the Project.

(b) Host represents, warrants and covenants that each parcel comprising the Property is a legal lot or parcel that is in compliance with the California Subdivision Map Act; provided, however, that to the extent the foregoing representation is not true in any manner whatsoever, Host, at its sole cost and expense, shall obtain such parcel map, subdivision map, lot line adjustment, certificate of compliance or other map or instrument as may be required to comply with the California Subdivision Map Act immediately following the Effective Date hereunder.

(c) Host shall not sell, lease, assign, mortgage, pledge or otherwise alienate or encumber the Properties unless Host has given Provider at least fifteen (15) days' prior written notice thereof, which notice shall identify the transferee, the Property or Properties to be so transferred and the proposed date of transfer. In furtherance of the foregoing, Host agrees that it shall cause any purchaser, lessee, assignee, mortgagee, pledgee or other party to whom a lien or other security interest in the Property or Properties has been or may be granted (individually, each a "third party") to execute and deliver to Provider a subordination and non-disturbance agreement ("SNDA"), in

recordable form approved by Provider (such approval not to be unreasonably withheld by Provider), and as described below.

(d) Such SNDA shall (i) acknowledge and consent to the Provider's rights in the applicable Property, (ii) acknowledge that the third party has no interest in the Systems or Easements and shall not gain any interest in the Systems or Easements by virtue of the Parties' performance or breach of this Easement Agreement, (iii) subordinate such third party's interest in the applicable Property to the Easements and this Easement Agreement, (iv) acknowledge that Provider's rights in the applicable Property granted hereunder shall run with such Property throughout the Term of this Easement Agreement, notwithstanding any sale, lease, transfer, assignment, mortgage, pledge or other alienation or encumbrance by such third party of such Property and (v) provide that so long as Provider is not in default under this Easement Agreement beyond the expiration of any applicable grace or cure period provided for hereunder, Provider's right of peaceable and quiet use and enjoyment of such Property pursuant to the Easements herein granted by Host shall not be disturbed by such third party.

Section 4.3 No Interference With and Protection of Systems.

(a) Host represents and warrants to Provider that there are no circumstances known to Host or commitments to third parties that may damage, impair or otherwise adversely affect the Systems or their construction, installation, or function (including activities that may adversely affect Insolation, as defined below), except the following, which Host has fully disclosed to Provider and to which Provider consents by executing this Easement Agreement:

i. San Jose Unified School District proposes to construct workforce housing ("Housing Project") in proximity to the Systems. To that end, Provider and Host, jointly and severally, shall design and construct the Systems so that none of Provider's activities or the Systems will cause damage, impair, or otherwise adversely affect San Jose Unified School District's Housing Project.

Host will not initiate, conduct or, to the extent reasonably possible, permit activities on, in or about the Properties that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the Systems. Host shall not interfere with or handle any Provider equipment (including wireless/cellular internet connectivity equipment) or the Systems without written authorization from Provider; provided, however, that Host shall at all times have access to and the right to observe the construction and installation work or Systems removal. Host shall continue its standard security measures for the Properties, which may not be sufficient for protection of damage or losses to the Systems caused by criminal acts of third parties. Host shall not be liable for such damage or losses. Provider shall at Provider's cost obtain insurance coverage to the extent Provider desires protection against such criminal acts.

(b) Provider shall, in its sole discretion and at its sole cost and expense, have the right to install security cameras on the Properties for monitoring and protection of the

Systems and communication lines for such security cameras. If Provider elects to install such security cameras, then Provider shall be responsible for the costs of any maintenance of such security cameras and related equipment, and at the expiration or earlier termination of the Term, upon Host's request, Provider shall remove the security cameras. If Host requests that the security cameras remain on the Properties, right, title and interest to such security cameras shall be transferred to Host at no extra cost. In the event that Host has an existing security system and requests that Provider install additional security cameras on the Properties, then Provider, in its sole discretion, may comply with such request and install additional security cameras at Provider's sole cost and expense. If Provider installs such security cameras at Host's request, then all right, title and interest to such security cameras shall be transferred to Host at no additional cost, and Host shall be responsible for any costs of maintenance of such security cameras and related equipment. To the extent permitted by law, Host shall, at no additional cost to Provider, provide Provider with access to and viewing privileges for any monitoring system and shall share any security information it obtains with respect to the Systems with Provider.

Section 4.4 Maintenance of Properties. Host shall keep areas of the Properties that are under its control neat, clean and in good order and condition. Host shall give Provider prompt notice of any damage to or defective condition in any part or appurtenance of the Properties that is reasonably likely to affect the Systems (including electrical, telephone, internet and water facilities and systems located within or serving the Properties).

Section 4.5 Insolation. Host acknowledges and agrees that access to sunlight ("Insolation") is essential to the value to Provider of this Easement Agreement and is a material inducement to Provider in entering into this Easement Agreement and the PPA. Accordingly, Host shall take commercially reasonable actions as necessary to prevent any interference with Insolation on and at the Exclusive Easement Areas, specifically in the air space above the Systems. Without limiting the foregoing, Host shall not construct or permit to be constructed any structure on the Properties that could adversely affect Insolation levels or permit the growth of foliage that could adversely affect Insolation levels. Although not obligated to monitor such activity, if Host becomes aware of any potential development or other activity on adjacent or nearby properties that could diminish the Insolation to the Exclusive Easement Areas, Host shall advise Provider of such information and reasonably cooperate with Provider in measures to preserve existing levels of Insolation at the Exclusive Easement Areas. Host reserves the right to use the remainder of the Properties for any legal purpose that does not block or restrict sunlight to the Systems or otherwise interfere with Provider's rights under this Easement Agreement.

Section 4.6 Liens and Encumbrances. Host covenants that it will not cause, create, incur, assume, permit or suffer to exist any liens (including mechanics', labor or materialmen's liens), security interests or other encumbrances on the Properties that will interfere with the Easements and/or Provider's use and operation of the Systems. If any liens, security interests or other encumbrances are created after the Effective Date of this

Easement Agreement, Host shall immediately notify Provider in writing and shall promptly cause such liens to be bonded, discharged and released of record without cost to Provider, and shall indemnify Provider against all costs and expenses (including reasonable attorney's fees and court costs at trial and on appeal) incurred in bonding, discharging and releasing such liens. Host further covenants that with respect to any liens, security interests or other encumbrances to Host's title that may adversely impact the Easements and/or the Systems and that are in effect as of the Effective Date hereof, Host shall cause the party to whom a lien or other security interest in the Property or Properties has been or may be granted to enter into an SNDA as described in Section 4.2(b) above.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES, COVENANTS OF PROVIDER

Section 5.1 Authorization; Enforceability. The execution and delivery by Provider of, and the performance of its obligations under, this Easement Agreement have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other person, and do not contravene any provision of, or constitute a default under, any indenture, mortgage or other material agreement binding on Provider or any valid order of any court, or regulatory agency or other body having authority to which Provider is subject. This Easement Agreement constitutes a legal and valid obligation of Provider, enforceable against Provider in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity whether such enforceability is considered in a proceeding in equity or at law.

Section 5.2 Compliance with Laws. Provider shall comply with all laws, ordinances, orders, rules and regulations (state, federal or local), including without limitation all environmental and occupational, health and safety requirements relating to Provider's use or occupancy of the Properties and the operation and maintenance of the Systems.

Section 5.3 Maintenance and Repair. Provider shall maintain and repair the Systems in accordance with the requirements of Article VI of the PPA.

Section 5.4 Insurance. Provider shall maintain insurance for claims arising out of the ownership, use, or maintenance of the Easement Areas in the same amounts required in Section 8.2 of the PPA during the term of this Easement Agreement.

ARTICLE 6 HAZARDOUS MATERIAL; EMERGENCY

Section 6.1 Compliance. During the term of this Easement Agreement, the Parties shall comply with all federal, state and local laws, statutes, ordinances and regulations relating to the receipt, handling, use, storage, transportation, generation, discharge, release and disposal of Hazardous Material (as defined below).

Section 6.2 Notice. Neither Party shall introduce or use any Hazardous Material on, in or under the Properties in violation of any applicable law or regulation. Notwithstanding the foregoing, Provider may keep on or about the Properties quantities of any Hazardous Material used in the ordinary, customary and lawful construction, operation and maintenance of the Systems. If either Party becomes aware of any spillage, discharge, release or disposal of Hazardous Material onto or within the Properties which by law must be reported to any federal, state or local agency, such Party shall promptly provide telephonic notice to the other Party of the type and location of such materials, and shall promptly confirm telephonic notice in writing.

Section 6.3 Provider Hazardous Material Indemnity. Provider shall be responsible for and shall indemnify, protect, defend and hold harmless Host and Host's employees, officers, agents, contractors and invitees (collectively, the "Host's Parties") from any and all liability, damages, injuries, causes of action, claims, judgments, costs, penalties, fines, losses, and expenses which arise at any time and which result directly from Provider's or Provider's Parties' receipt, handling, use, storage, transportation, generation, discharge, release and disposal of Hazardous Material in violation of any applicable law or regulation, in, on, under or about the Properties (excluding all Hazardous Material existing in, on, under or about the Properties prior to Provider's or Provider's Parties' entry under this Easement Agreement, which shall be the sole responsibility of Host).

Section 6.4 Host Hazardous Material Indemnity. Host shall be responsible for and shall indemnify, protect, defend and hold harmless Provider and Provider's employees, officers, agents, contractors and invitees (collectively, the "Provider's Parties") from any and all liability, damages, injuries, causes of action, claims, judgments, costs, penalties, fines, losses and expenses which arise at any time and which result directly from Host's or Host's Parties' receipt, handling, use, storage, transportation, generation, discharge, release and disposal of Hazardous Material in violation of any applicable law or regulation, in, on, under or about the Properties (including all Hazardous Material existing in, on, under or about the Properties prior to Provider's or Provider's Parties' entry onto the Properties under this Easement Agreement).

Section 6.5 Survive Expiration. Provider's and Host's obligations under this Article 6 shall survive the expiration or earlier termination of this Easement Agreement for a period of one (1) year.

Section 6.6 Definition of Hazardous Material. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) petroleum, (ii) asbestos, (iii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317), (iv) defined as a "hazardous waste" pursuant to

Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et. seq. (42 U.S.C. Section 6903), or (v) 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 9601).

ARTICLE 7 UTILITIES

The Parties understand and acknowledge that pursuant to the terms of the PPA, Host shall, at no additional cost to Provider, provide Provider with access to certain utilities on the Easement Areas related to the start-up, maintenance, repair, replacement and operation of the Systems. In connection therewith, Provider’s use of the Easement Areas shall include the non-exclusive appurtenant right to the use of water lines, sewer lines, storm water lines, power lines, fuel lines, telephone and communication lines, pipelines, conveyors and drainage ditches or canal systems on, connected to or maintained in connection with the Properties. Host shall have the obligation to maintain and repair all utilities up to the delivery points identified in the PPA, and Provider shall have the obligation to maintain and repair all utilities, including all pipes, conduits, ducts, electric or other utilities, sinks or other apparatus through which any utility services are provided, from said delivery points to and then within the Easement Areas, but only to the extent the same are used by Provider. Host is not required to purchase or install additional utilities pursuant to this Easement Agreement.

ARTICLE 8 EVENT OF DEFAULT; REMEDIES

Section 8.1 Event of Default. An “Event of Default” means the occurrence of any of the following: (A) if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made, and (B) if either Party fails to comply in any material respect with any term, provision or covenant of this Easement Agreement within thirty (30) days after written notice from the non-defaulting party; provided that if such Event of Default cannot be cured within thirty (30) days, then the period to cure such Event of Default shall, subject to the non-defaulting Party’s prior written consent, be extended by up to sixty (60) days so long as the defaulting Party diligently pursues reasonable remedial action and such Event of Default is reasonably capable of being remedied within such additional sixty (60)-day cure period.

Section 8.2 Remedies. Upon the occurrence of an Event of Default, after the expiration of any applicable cure periods, the non-defaulting Party shall be entitled to all rights and remedies available under the PPA and Applicable Law, provided that under no circumstance shall Host have any right to terminate this Easement Agreement for such Event of Default.

ARTICLE 9 PERSONAL PROPERTY

Section 9.1 Ownership. Host and Provider agree that the Systems and all equipment, machinery and appurtenances placed and installed in the Easement Areas by Provider that comprise the Systems shall remain the personal property of Provider, severable from the Properties, and shall not be or become fixtures, notwithstanding the manner in which the Systems are or may be affixed to the real property of Host. Host shall not take any position on any tax return or on any other filings indicating or suggesting that Host is anything other than a purchaser of electricity from the Systems. The Systems and their components may not be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered by Host, with Host's fee or other interest to the Properties. Host shall indemnify Provider against all losses, claims, costs and expenses (including attorneys' fees) incurred by Provider in discharging and releasing any such lien, encumbrance, pledge, levy or attachment arising by, under or through Host.

Section 9.2 Removal. Provider shall, within one hundred eighty (180) days following the end of the Term or earlier termination as provided herein, and at Provider's sole cost and expense, remove the Systems from the Properties on a mutually convenient date in accordance with the terms of the PPA. Provider and its agents, consultants, and representatives shall have access at all mutually agreed-upon times to the Properties and the Systems for purposes of such removal. Provider is responsible to repair any and all damage caused by the removal of the Systems. The Easement Areas shall be returned as nearly as reasonably possible to its original condition, except for ordinary wear and tear and except as provided in the PPA. If the Systems are located on a shade structure installed by Provider and if Host elects to have the shade structure removed as well as the Systems, Provider shall do so at its sole cost and expense in the same manner as described above with regard to repair of any damage. Except in the case of an emergency, Provider shall give forty-eight (48) hours' prior written notice to the appropriate Project site administrator and liaison, whose name and contact information shall be provided to Provider, before any entry onto any Properties by Provider's employees, agents or contractors.

ARTICLE 10 ASSIGNMENT; MORTGAGE

Section 10.1 Assignment. The Parties shall not, without the prior written consent of the other, which consent will not be unreasonably withheld or delayed, assign, pledge or transfer all or any part of, or any right or obligation under, this Agreement or any Easement Agreement, whether voluntarily or by operation of law, and any such assignment or transfer without such consent will be null and void. For purposes of this Section 10.1, consent will not be deemed unreasonably withheld or delayed if the assignee does not have a demonstrated creditworthiness equal to or greater than the assigning Party. Notwithstanding the foregoing, (a) changes in control of Provider shall not be deemed an assignment of this Agreement or the PPA, (b) Provider shall, without the prior written consent of Host, be entitled to assign or partially assign its rights and interests in this Agreement and in the PPA to any Capital Provider in connection with any equity or debt funding of the Systems, Provider or Provider's Affiliates (including, without limitation, Provider's entry into a sale-leaseback or lease-leaseback transaction

related to such financing), (c) Provider shall, without the prior written consent of Host, be entitled to assign or partially assign its rights and interests in the Financial Attributes and Renewable Energy Credits that it owns, and (d) Provider shall, without the prior written consent of Host, be entitled to assign or partially assign its rights and interests in this Agreement and in the PPA to Provider's Affiliates or Capital Provider, or any entity that purchases all or substantially all of Provider's assets or business. NOTWITHSTANDING ANY TERM TO THE CONTRARY HEREIN, OR IN ANY OTHER DOCUMENT INCORPORATED HEREIN, INCLUDING BUT NOT LIMITED TO THE RFP AND EXHIBITS AND ATTACHMENTS THERETO, (I) PROVIDER MAY ASSIGN OR PARTIALLY ASSIGN TO AN AFFILIATE UNDER COMMON CONTROL, AND (II) ANY CHANGES OF CONTROL OF PROVIDER SHALL NOT CONSTITUTE AN ASSIGNMENT.

Section 10.3 Cooperation with Project Funding. Host acknowledges that Provider may finance or fund the development of each System and Host agrees that it shall cooperate with Provider and its funding sources in connection with such financing or funding in accordance with the terms hereunder, including but not limited to (a) the furnishing of financial statements and other information relevant to Host's creditworthiness, as reasonably requested by Provider, (b) providing its consent to any assignment, lien or license of this Agreement, the PPA or the System(s) for the benefit of any Capital Provider, (c) providing such opinions of counsel and other matters as Provider and its financing parties may reasonably request, (d) providing consents and estoppels, (e) removing any liens, (f) executing necessary documents including providing certificates of incumbency and customary representation and warranties, and (g) obtaining SNDAs; provided that Provider shall be responsible for and shall pay all costs and expenses in connection with Provider's financing.

Section 10.4 Right to Mortgage. Provider may, at any time and from time to time, without obtaining Host's consent, hypothecate, mortgage, grant or pledge its right, title or interest hereunder or under the PPA to any Mortgagee as security for the repayment of any indebtedness and/or the performance of any obligation (a "Mortgage"). As used herein, the term "Mortgagee" collectively includes any financial institution or other person or entity that from time to time provides secured financing to Provider or Provider's Affiliates (as further described in Article XVII of the PPA), and any agent, security agent, collateral agent, indenture trustee, loan trustee, loan participant or participating or syndicated lenders involved in whole or in part in such financing, and their respective representatives, successors and assigns. Host agrees to use its commercially reasonable efforts to cooperate with Provider in Provider's or Provider's Affiliates' efforts to obtain financing from a Mortgagee. If Provider assigns its right, title and interest in this Easement Agreement to such Mortgagee, then Host agrees to make all payments due to Provider under this Easement Agreement to an account designated in writing by such Mortgagee.

Section 10.5 Notice To Host. If Provider grants a Mortgage, it shall give notice of the same (including the name and address of the Mortgagee) to Host; provided, however that the failure to give such notice shall not constitute a default or Event of

Default under this Easement Agreement or under the PPA but rather shall only have the effect of relieving Host from any obligation to such Mortgagee until such notice is given. Host hereby consents to the recordation of the interest of the Mortgagee in the Official Records of the local county in California.

Section 10.6 Mortgagee Protections. Notwithstanding any other provision of this Easement Agreement or the PPA:

(a) A Mortgagee shall have the absolute right to do one, some or all of the following: (i) assign its Mortgage; (ii) enforce its Mortgage; (iii) acquire Provider's interests granted under the PPA and Seller's interests granted hereunder to the Easements (whether by foreclosure, assignment in lieu of foreclosure or other means), provided that any existing monetary defaults are cured prior to acquisition of Provider's interests; (iv) operate the Systems on the Easement Areas and perform Host's obligations under circumstances outlined in the PPA; (v) assign or transfer Provider's rights and obligations hereunder and under the PPA to a third party, including a foreclosure transferee upon cure of payment and curable non-payment defaults of Provider hereunder, as long as such third party assumes all obligations of Provider hereunder and under the PPA; (vi) exercise any rights of Provider hereunder and under the PPA or (vii) cause a receiver to be appointed to do any of the foregoing things. Host's consent shall not be required for any of the foregoing; and, upon acquisition of this Easement Agreement and the PPA by a Mortgagee or any other third party who acquires the same from or on behalf of the Mortgagee and upon Mortgagee's or said third party's remedy of any Provider default, Host shall recognize the Mortgagee or such other party (as the case may be) as Provider's proper successor, and this Easement Agreement and the PPA shall remain in full force and effect. Notwithstanding the foregoing, Host acknowledges that no Mortgagee shall assume or have any obligation or liability under or pursuant to this Easement Agreement, and the exercise by such Mortgagee of its rights and remedies under this Easement Agreement shall not constitute an assumption of Provider's obligations under this Easement Agreement (except to the extent any such obligations shall be expressly assumed by an instrument in writing executed by such Mortgagee).

(b) In those instances where delivery of notice is required, as a precondition to exercising any rights or remedies as a result of any real or alleged default or Event of Default by Provider hereunder or under the PPA, Host shall deliver a duplicate copy of each and every notice of default to each Mortgagee concurrently with delivery of such notice of default to Provider, specifying in detail the default or Event of Default and the required remedy, provided that Host has been given the address(es) of each Mortgagee.

(c) Each Mortgagee shall have the same period of time after receipt of a notice of default to remedy a default or Event of Default hereunder and under the PPA, or cause the same to be remedied, as is given to Provider after Provider's receipt of a notice of default hereunder and under the PPA, plus, in each instance an additional thirty (30) day period; provided, however, that (a) such thirty (30)-day period shall be extended for the time reasonably required by the Mortgagee to complete such cure so

long as Mortgagee has commenced such cure and works diligently towards completing it and (b) Mortgagee shall not be required to cure those Events of Default hereunder and under the PPA which are not reasonably susceptible of being cured or performed by Provider. Each Mortgagee shall have the absolute right to substitute itself for Provider and perform the duties of Provider hereunder and under the PPA for purposes of curing any default or Event of Default hereunder or under the PPA. Host expressly consents to such substitution, agrees to accept such performance, and authorizes each Mortgagee (and its respective employees, agents, representatives or contractors) to enter upon the Easement Areas to complete such performance with all of the rights and privileges of Provider hereunder and under the PPA. Host shall not terminate this Easement Agreement or the PPA prior to expiration of the cure periods available to each Mortgagee as set forth above.

(d) A Mortgagee or any party who acquires Provider's interests hereunder and under the PPA pursuant to foreclosure or an assignment in lieu of foreclosure shall not have any obligation under this Easement Agreement or under the PPA prior to the time that such Mortgagee or other party obtains Provider's interests granted under this Easement Agreement and under the PPA, so long as all Provider defaults have been cured prior to the Mortgagee or other party obtaining Provider's interests under the Easement Agreement; and such Mortgagee or other party shall be liable to perform obligations under this Easement Agreement and under the PPA only for and during the period of time that such Mortgagee or other party directly holds such interests, so long as all Provider defaults have been cured prior to the Mortgagee or other party obtaining Provider's interests under the Easement Agreement.

(e) (i) Host shall not agree to any modification or amendment to this Easement Agreement or the PPA by any such Mortgagee except upon Provider's written consent and (ii) Host shall not accept a surrender or termination of this Easement Agreement or the PPA by any such Mortgagee except upon Provider's written consent.

(f) At Provider's request, Host shall amend this Easement Agreement and the PPA, at no cost, to include any provision that may reasonably be requested by an existing or proposed Mortgagee, and shall execute such additional documents as may reasonably be required to evidence such Mortgagee's rights hereunder and under the PPA. Further, Host shall satisfy the requirements of Section 12.6(b) and provide any existing or proposed Mortgagee with an estoppel certificate which shall certify that Host (i) recognizes such entity as a Mortgagee under this Easement Agreement and under the PPA and (ii) will accord to such entity all the rights and privileges of a Mortgagee hereunder and under the PPA.

(g) A Mortgagee shall be entitled to a replacement easement agreement with Host on the same terms and conditions as this Easement Agreement following any rejection or termination of this Easement Agreement in any Provider bankruptcy proceeding; provided, however, that if this Easement Agreement and the PPA are in full force and effect immediately prior to such Provider bankruptcy proceeding, Host shall have no such obligation unless the Mortgagee concurrently executes a

replacement power purchase agreement with Host on the same terms and conditions as the PPA.

ARTICLE 11 INDEMNITY; LIMITATION ON LIABILITY

Section 11.1 Indemnity. Each Party (the “Indemnifying Party”) agrees to indemnify, defend and hold harmless the other Party and such other Party’s mortgagees, affiliates, governing board members, directors, officers, employees and agents (the “Indemnified Party”) from and against any and all claims, whether or not involving a third party claim, including demands, actions, damages, loss, costs, expenses and attorneys’ fees (collectively “Indemnity Claims”) arising out of or resulting from any breach, negligent act, error or omission or intentional misconduct by the Indemnifying Party or its mortgagees, affiliates, governing board members, directors, officers, employees or agents, under the terms of this Easement Agreement or the PPA; provided, however, that the Indemnifying Party shall not have any obligation to indemnify the Indemnified Party from or against any Indemnity Claims to the extent caused by, resulting from, relating to or arising out of the negligence or intentional misconduct of the Indemnified Party or any of its mortgagees, affiliates, directors, officers, employees or agents.

Section 11.2 Limitation on Liability. THE DEFAULTING PARTY’S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED, EXCEPT TO THE EXTENT PART OF AN EXPRESS REMEDY OR MEASURE OF DAMAGES HEREIN OR THE PPA OR WITH RESPECT TO THIRD PARTY INDEMNITY CLAIM UNDER THIS ARTICLE 11. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IN NO EVENT WILL PROVIDER’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS EASEMENT AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO PROVIDER PURSUANT TO THE PPA.

ARTICLE 12 MISCELLANEOUS PROVISIONS

Section 12.1 Applicable Law. This Easement Agreement shall be interpreted and governed by the laws of the State of California, without regard to conflict of laws provisions. Any dispute shall be resolved in accordance with Article XV of the PPA.

Section 12.2 Interpretation Rules. Titles and headings are included in this Easement Agreement for convenience only, and shall not be used for the purpose of construing and interpreting this Easement Agreement. Words in the singular also include the plural and vice versa where the context requires.

Section 12.3 Severability. In the event that any provisions of this Easement Agreement are held to be unenforceable or invalid by any court or regulatory agency of competent jurisdiction, Host and Provider shall negotiate an equitable adjustment in the provisions of this Easement Agreement with a view toward effecting the purposes of this Easement Agreement, and the validity and enforceability of the remaining provisions shall not be affected by it.

Section 12.4 Counterparts. This Easement Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Section 12.5 Entire Agreement, Amendments and Waivers. This Easement Agreement and the PPA constitute the entire agreement between the Parties with regard to the Properties and supersede the terms of any previous agreements or understandings, oral or written. Any waiver or amendment of this Easement Agreement must be in writing. Either Party's waiver of any breach or failure to enforce any of the terms of this Easement Agreement shall not affect or waive that Party's right to enforce any other term of this Easement Agreement.

Section 12.6 Further Assurances.

(a) Additional Documents. Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 12.6.

(b) Certificates. From time to time, upon written request by Provider or any financing party to which Provider has granted or will grant a collateral interest in this Easement Agreement and the PPA (a "Financing Party"), Host shall, within thirty (30) days, provide (i) a lien waiver or other documentation satisfactory to the Financing Party confirming that no lien, security interest or other encumbrance exists which would adversely affect the Easements or the Systems, or (ii) an estoppel certificate attesting that (A) the Easement Agreement is in full force and effect; (B) the Easement Agreement has not been amended or modified (or if it has been amended or modified, the nature of such amendment or modification); (C) to the knowledge of Host, Provider is in compliance with the terms of the Easement Agreement and the PPA or detailing any known issues of noncompliance; and (D) such other confirmations or requests customary for such financing transactions and reasonably requested by the Financing Party.

Section 12.7 Casualty. In the event the Properties shall be so damaged or destroyed as to make the use of the Properties pursuant to this Easement Agreement impractical (as determined by a qualified engineering consultant retained by Host and reasonably acceptable to Provider), then Provider may elect to terminate this Easement Agreement upon not less than twenty (20) days' prior written notice to Host, and upon such termination, neither Party shall have any further obligations to the other Party hereunder other than such rights or obligations surviving termination of this Easement Agreement as expressly provided herein. If Provider does not elect to terminate this Easement Agreement pursuant to the previous sentence, Host shall exercise commercially reasonable efforts to repair the damage to the Properties and return the Properties to their condition prior to such damage or destruction, except that Host shall in no event be required to repair, replace or restore any property of Provider comprising part of the Systems, which replacement or restoration shall be Provider's responsibility.

Section 12.8 Exhibits.

- Exhibit A Legal Description of Each Property
- Exhibit B Legal Description and Depiction of Exclusive Easement Areas
- Exhibit C Non-Exclusive Easement Areas
- Exhibit D Form of Assignment and Assumption Agreement

Section 12.9 Right to Update Certain Exhibits for Mutually Agreed Changes. The Parties acknowledge and agree that the configuration and location of the Systems as of the Effective Date of this Easement Agreement are preliminary and may be updated by the mutual agreement of the Parties after the Effective Date in order to reflect the updated design and engineering of the Systems and to address any existing lien or other security interest in the Property that may affect the location of the Systems, all pursuant to the PPA. The Parties may amend Exhibits A, B and C, or execute additional Easement Agreements, in order to account for any such mutually agreed changes to the configurations and locations of the Systems. Any such mutually agreed amendments to Exhibits A and B of this Easement Agreement shall replace the relevant Exhibits then in effect and shall automatically become the newly effective Exhibits for purposes of this Easement Agreement without any further approvals of the Host.

ARTICLE 13
NOTICES

Any notice, demand, request, consent, approval confirmation or statements which is required or permitted under this Easement Agreement shall be in writing and shall be given or delivered by personal service, Federal Express or comparable overnight delivery service, addressed to the Party receiving notice as specified below. Changes in such address and/or contact persons named shall be made by notice similarly given. Notices

shall be deemed made upon actual personal delivery as shown by written delivery confirmation.

Host: Metropolitan Education District
Attn.: Erin M. O'Neill, Superintendent
760 Hillsdale Avenue
San Jose, CA 95136
Phone: (408) 723-6464
E-mail: coneill@metroed.net

Provider: Solar DG CA Metro Ed, LLC
c/o Luminace
7777 Center Avenue, Suite 200
Huntington Beach, CA 92647
Attn.: CEO and President, Distributed Generation

with a copy to:

Solar DG CA Metro Ed, LLC
c/o Luminace
111 South Calvert Street, Suite 1500
Baltimore, MD 21202
Attn.: Vice President-Legal, Distributed Generation
Email: legal@luminace.com

[Signatures on following page]

PROVIDER

Solar DG CA Metro Ed, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF MARYLAND

COUNTY OF _____

On this _____ day of _____, 2025, before me, the undersigned officer, personally appeared _____, as _____ of Solar DG CA Metro Ed, LLC, a Delaware limited liability company, and that he/she/they, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself/herself/themselves as _____.

In witness thereof I hereunto set my hand and official seal.

(Notary Seal)

Signature of Notary Public
Notary Public
My Commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF EACH PROPERTY

[see attached]

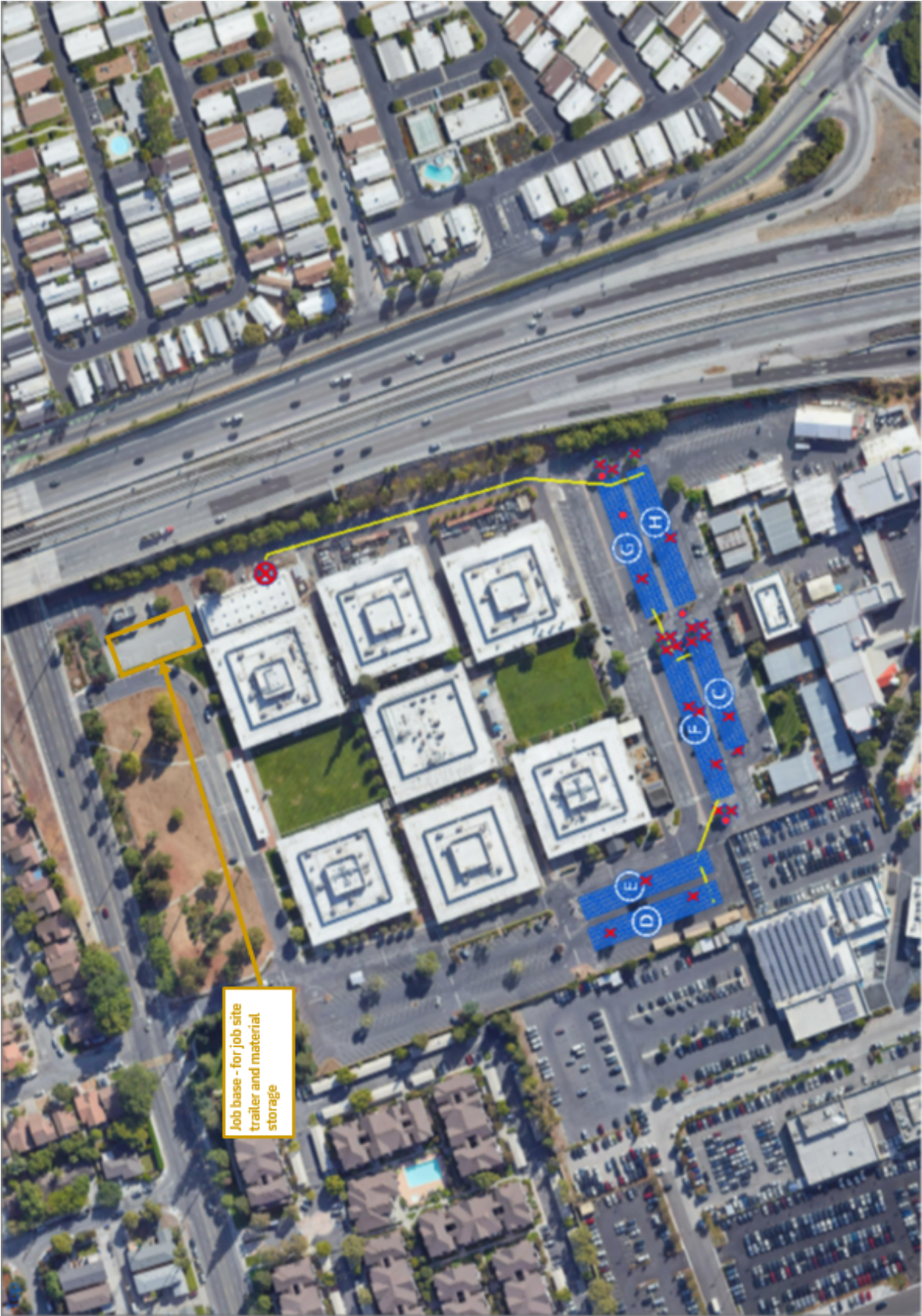
760 Hillsdale Ave.
San Jose, CA 95136

EXHIBIT B
EXCLUSIVE EASEMENT AREAS

That portion of each Property where the following equipment is located (as legally described and depicted on the following pages):

Solar Modules
Inverter Enclosures
Carport Structures
Combiner Box
Conduit, both above and below ground
Disconnects boxes and switches
Carport Lighting
Security Cameras
Data Acquisition Systems

See attached graphical depiction of proposed layouts



Job base - for job site trailer and material storage

EXHIBIT C

NON-EXCLUSIVE EASEMENT AREAS

The Non Exclusive Easement Areas shall mean:

- (a) such additional space, as applicable, on, under or across the Properties, on the roof of the building, and other areas of and rights in and to the Properties as commercially reasonably necessary for the installation, operation, interconnection, maintenance and removal of utility lines, cables, conduits, transformers, wires, meters, monitoring equipment and other necessary and convenient equipment and appurtenances, and all necessary electrical and other utility sources located within the building or on the Properties, provided, that all such additional space will be mutually agreeable to both Parties and will not cause any undue burden to the daily operations of Host;
- (b) right of ingress and egress from a public right-of-way over or across the Properties and in and through the building to and from the Exclusive Easement Areas, passage through which is necessary or convenient to construct the Systems or otherwise gain access to the Systems or the Properties;
- (c) temporary use of certain areas of the Properties for construction staging areas and parking spaces, and ingress and egress to those areas, and for the placement of temporary facilities as permitted under the PPA; and
- (d) use of parking spaces on the Properties.

EXHIBIT D

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

**ASSIGNMENT AND ASSUMPTION AGREEMENT
(Solar Site Easement Agreement)**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”), dated as of _____, 202__ (the “Effective Date”), is entered into by and among Solar DG CA Metro Ed, LLC, a Delaware limited liability company (“Assignor”), _____, a Delaware limited liability company (“Assignee”), and Metropolitan Education District, a public school district organized under the laws of the State of California (“Consenting Party”) (each, a “Party,” and collectively, the “Parties”).

WHEREAS, Assignor and Consenting Party are parties to that certain Amended and Restated Solar Site Easement Agreement dated as of July 18, 2023 and signed _____, 2025 (the “Easement Agreement”) relating to the granting of certain easements by Consenting Party to Assignor with respect to those certain solar photovoltaic power plants totaling approximately 914 kW DC on parking canopies at Metropolitan Education District site(s) located in Santa Clara County, California (the “Site”) (unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Easement Agreement);

WHEREAS, Assignor desires to fully assign and delegate to Assignee all of its rights, title, benefit, privileges, interest, liabilities and obligations in, to and under the Easement Agreement to Assignee, and Assignee desires to accept such assignment and delegation and assume all such rights, title, benefit, privileges, interest, liabilities and obligations, in accordance with the terms and conditions hereinafter set forth;

WHEREAS, the Assignee and Consenting Party desire and agree to make certain modifications to the Easement Agreement in conjunction with the Assignment; and

WHEREAS, Consenting Party desires to consent to this Assignment.

NOW, THEREFORE, in consideration of the mutual covenants and provisions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. Modification of Easement Agreement. The Easement Agreement is amended as follows:

a. Notices: In Section 16.1:

i. revise Provider’s notice party information to be:

“If to Provider:

with a copy to:

2. Assignment of Easement Agreement. Assignor does hereby finally and irrevocably grant, assign, transfer, set over, convey and deliver to Assignee (i) all of Assignor's right, title and interest under the Easement Agreement, as modified pursuant to Section 1 above; and (ii) the right to enforce, whether at law or in equity or by any other means, all provisions of the Easement Agreements, as modified pursuant to Section 1 above.

3. Acceptance of Assignment and Assumption of Obligations and Liabilities. Assignee hereby accepts the transfers and assignments set forth in Section 2 and assumes the obligations of Assignor under the Easement Agreement, as modified pursuant to Section 1 above, arising or occurring on or after the Effective Date.

4. Consent to Assignment. Consenting Party hereby consents to the transfers and assignments to Assignee set forth in Section 2 and hereby releases Assignor from any and all liability under the Easement Agreement which arise on and after the Effective Date.

5. Other Agreements. Assignor, Assignee, and Consenting Party agree to fully cooperate and promptly execute any and all other agreements and documents related to the assignment and assumption of the Easement Agreement herein.

6. Benefits. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. Nothing express or implied in this Assignment is intended to confer upon any person, other than the Parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.

7. Additional Termination Right. Notwithstanding anything to the contrary set forth in this Assignment or in the Easement Agreement, the Parties agree that within ninety (90) days of the Effective Date if Assignee determines in its sole reasonable discretion, after performing reasonable real estate and title due diligence review of the Consenting Party's premises and sites that are the subject of the Easement Agreement, that there are any encumbrances or other matters of record affecting such premises and sites, including but not limited to any lack of third party consents, that may affect Assignee's ability to perform its obligations under the Easement Agreement, then Assignee may terminate all of this Assignment and/or the Easement Agreement by written notice to Assignor and Consenting Party, and in such event this Assignment and/or the Easement Agreement shall immediately terminate and be void and of no force or effect, and no Party shall have any further rights or obligations hereunder.

8. Captions. The captions of this Assignment are made for convenience only and shall not control or affect the meaning or construction of any provision of this Assignment.

9. Counterparts. This Assignment may be executed in counterpart, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

10. Governing Law. This Assignment shall be interpreted, and the rights and liabilities of the parties hereto shall for all purposes be governed by and construed and enforced

in accordance with, the laws of the State of California applicable to agreements executed, delivered and performed within said state.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Parties have executed and delivered this Assignment under proper authority as of the date first above written.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____