

RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:

Ridgway Ave DG Solar, LLC 1902 Wright Pl, Ste 200
c/o Jua Capital LLC
Carlsbad, CA 92008
Attn: Abinash Tiwari

APN: _____
APN: _____
APN: _____
APN: _____
APN: _____
APN: _____
APN: _____
APN: _____
APN: _____

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

EASEMENT AGREEMENT

Between

RIDGWAY AVE DG SOLAR, LLC

and

CITY OF SANTA ROSA ELEMENTARY SCHOOL DISTRICT/SANTA ROSA HIGH
SCHOOL DISTRICT

as Grantor

Effective Date: _____, 2022

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “Easement Agreement”), effective as of _____, 2022 (“Effective Date”), is entered into by and between Ridgway Ave DG Solar, LLC, a California limited liability company, with a place of business located at 1902 Wright Pl., Ste 200, Carlsbad, CA 92008, (“Service Provider”), and City of Santa Rosa Elementary School District/Santa Rosa High School District, a public school district organized under the laws of the State of California, (“Client”). Service Provider and Client are sometimes individually referred to as a “Party” and collectively as the “Parties.”

RECITAL

WHEREAS, Client is the owner of various sites located in Sonoma County, California (each a “Property” and collectively, the “Properties”), as all such sites are 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, Client desires to implement solar energy systems (each, a “System” and collectively the “Systems”) on certain Client-owned properties identified on Exhibit A (each System together with each such property, a “Project” and collectively, the “Projects”), on the Properties;

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

WHEREAS, subject to the terms and conditions of that certain Power Purchase Agreement made concurrently herewith, by and between Client and Service Provider (as amended, modified and in effect from time to time, the “PPA”), Client has engaged Service Provider for the installation, operation and maintenance of the Systems at the Properties for the purpose of providing electricity to Client;

WHEREAS, pursuant to the PPA, Service Provider will sell to Client and Client will purchase from Service 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, Service Provider requires access to the Properties;

WHEREAS, in connection with the foregoing, Service Provider desires easements from Client on, under and over the Properties in order to install, construct, own, remove, operate and maintain the Systems in furtherance of Service Provider’s obligations under

the PPA and Client is willing to grant such easements to Service Provider pursuant to the terms set forth herein; and

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. Client hereby grants to Service 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 Service Provider’s installation, construction, ownership, removal, operation, maintenance, improvement and replacement of the Systems on the Properties, provided however, that Client shall have the right to enter the Exclusive Easement Areas as described in Section 1.3 below.

Section 1.2 Non-Exclusive Easement Areas. Client hereby grants to Service 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”). Client 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. Service Provider shall observe all speed limits and other rules and regulations established by Client with respect to such roads and driveways existing on the Properties.

Section 1.3 Client Right of Entry. Subject to the terms and conditions of the Agreement, Client shall have the right to enter the Exclusive Easement Areas at any time provided that Client 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, Client and its licensees and invitees may use such areas for parking and other activities customarily associated with such type of parking area, but may not access or interfere with the System equipment located thereon.

Section 1.4 Properties. Prior to Service Provider’s installation of the Systems, Service Provider shall have inspected each Property and satisfied itself that each Property is in a condition ready for Service Provider’s installation of the Systems.

Section 1.5 Quiet Enjoyment. Client covenants and agrees that Service 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 throughout the term of this Easement Agreement.

ARTICLE 2 TERM

The term (the “Term”) of this Easement Agreement shall commence on the “Effective Date” of the PPA and shall terminate on the earliest to occur of (i) the expiration of the Initial Term (as defined in the PPA), or if extended, any Additional Term (as defined in the PPA), (ii) the termination by either Party pursuant to Exhibit 3, Section 6 of the PPA for failure of a condition to the obligations of Client or Service Provider, (iii) Client’s exercise of the purchase option contained in Exhibit 3, Section 15 of the PPA or (iv) one hundred eighty (180) days following the Early Termination Date (as defined in Exhibit 3, Section 12 of the PPA), if Client terminates the PPA as a result of a Default Event (as defined in the PPA) of Service Provider. In the event Service Provider is unable to complete any individual System pursuant to Exhibit 3, Section 3(a) of the PPA, Service Provider and Client shall agree to amend this Easement Agreement to remove the corresponding Property for such individual System from Exhibit A and/or file appropriate documents to release Service Provider’s interest in the relevant Property. Notwithstanding the foregoing, the removal of an individual Property from Exhibit A shall not affect the validity and enforceability of this Easement Agreement with respect to the remaining Properties.

ARTICLE 3 CONSTRUCTION OF SYSTEM

Section 3.1 Construction and Installation. Client hereby consents to the construction, installation, maintenance and operation of the Systems by Service Provider on the Easement Areas in accordance with the terms and conditions of the PPA and Service Provider agrees to abide by said terms and conditions. Client shall cooperate with Service Provider and make reasonable attempts to provide information on underground utilities in preparation for installing the Systems. Client is not liable for any damage to underground utilities should Service Provider damage them while installing the Systems. Client is not liable for unforeseen site conditions.

Section 3.2 Maintenance and Repair of Systems. Service Provider shall, at Service 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 the PPA. Service Provider shall provide Client with the opportunity to review and approve plans and specifications (and such approval shall not be unreasonably withheld) 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 Service Provider’s obligations to maintain and repair the Systems under Section 3.2 hereof, Client shall maintain the Exclusive Easement Areas in neat, clean and in good order and condition as provided for in the PPA.

Section 3.4 Entry Requirements. Service Provider shall comply with the following requirements prior to entry onto the Easement Areas in connection with the

construction, ownership, replacement, removal, installation, operation and maintenance of the Systems. Service Provider shall:

(a) except in cases of emergency, provide forty-eight (48) hours' prior written notice to the appropriate school site administrator and to the school district liaison, whose names and contact information shall be provided to Service Provider, before any entry onto any Property by Service 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 Service Provider;

(f) keep the Easement Areas free and clear of all mechanics' and materialmen's liens arising out of Service Provider's activities (provided that if any such lien is filed, Service Provider shall have the right to contest the same so long as Service 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 Client 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 Workers' Compensation insurance as required by law. Service Provider shall deliver to Client a certificate evidencing such insurance.

Section 3.5 Storage. Client 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.

Section 3.6 Construction Parking. Client shall use commercially reasonable efforts to provide parking for construction crew vehicles and temporary construction trailers, and will cooperate with Service Provider in locating such parking close to each Property.

Section 3.7 Removal of Materials. Upon completion of construction of the Systems, Service 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.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES, COVENANTS OF CLIENT

Section 4.1 Authorization; Enforceability. The execution and delivery by Client 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 Client or the Properties or any valid order of any court, or regulatory agency or other body having authority to which Client is subject. This Easement Agreement constitutes a legal and valid obligation of Client, enforceable against Client 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 Client's Interest in the Properties. Client represents, warrants and covenants that Client has lawful title to the Properties and that throughout the Term of this Easement Agreement, Service Provider shall enjoy quiet and peaceful use and enjoyment of the Easement Areas pursuant to the Easements granted herein, free from any claim of any entity or person of superior title thereto without hindrance to or interference with or molestation of Service Provider's quiet enjoyment thereof, and neither Client nor any person claiming by, through or under Client shall disturb Service Provider's quiet and peaceful use and enjoyment of the Easement Areas pursuant to the Easements granted herein.

(a) Client represents, warrants and covenants that there are no leases, easements, restrictions, conditions or covenants affecting the Properties which could impair, delay or interfere with the construction, installation, operation and maintenance of the Projects, as contemplated in the PPA, or adversely affect the rights and/or obligations of Service 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 Client'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 Properties. Client 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 Properties that causes or threatens to cause an impediment or delay to, or interference with, the construction, installation, operation and maintenance of the Projects.

(b) Client represents, warrants and covenants that each parcel comprising the Properties 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, Client, 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) Client shall not sell, lease, assign, mortgage, pledge or otherwise alienate or encumber the Properties unless Client has given Service Provider at least thirty (30) 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, Client 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 Service Provider a subordination and non-disturbance agreement ("SNDA"), in recordable form approved by Service Provider (such approval not to be unreasonably withheld by Service Provider), and as described below.

(d) Such SNDA shall (i) acknowledge and consent to Service Provider's rights in the applicable Property, (ii) acknowledge that the third party has no interest in the Systems, or any portions thereof, or Easements and shall not gain any interest in the Systems, or any portions thereof, 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 Service 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 Service Provider is not in default under this Easement Agreement beyond the expiration of any applicable grace or cure period provided for hereunder, (A) Service Provider's right of peaceable and quiet use and enjoyment of such Property pursuant to the Easements herein granted by Client shall not be disturbed by such third party and (B) Service Provider and the Easements shall not be made a party to any action to foreclose or otherwise enforce such third party's interest in the Properties, provided that should such joinder be required by law, such joinder shall be permitted so long as it is not utilized to terminate the Easements or Service Provider's rights hereunder.

Section 4.3 No Interference with and Protection of Systems.

(a) Client represents and warrants to Service Provider that there are no circumstances known to Client 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). Client 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. Client shall not interfere with or handle any Service Provider equipment (including wireless/cellular internet connectivity equipment) or the Systems without written authorization from Service Provider; provided, however, that Client shall at all times have access to and the right to observe the construction and installation work or Systems removal. Client 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. Client shall not be liable for such damage or losses caused by third parties. Service Provider shall at Service Provider's cost obtain insurance coverage to the extent Service Provider desires protection against such criminal acts.

(b) Service 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 Service Provider elects to install such security cameras, then Service 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 Client's request, Service Provider shall remove the security cameras. Provided that no Mortgagee (as defined herein) then has an interest in the Systems or any component part thereof, if Client requests that the security cameras remain on the Properties, right, title and interest to such security cameras shall be transferred to Client at no extra cost. In the event that Client has an existing security system and requests that Service Provider install additional security cameras on the Properties, then Service Provider, in its sole discretion, may comply with such request and install additional security cameras at Service Provider's sole cost and expense. If Service Provider installs such security cameras at Client's request, then all right, title and interest to such security cameras shall be transferred to Client at no additional cost, and Client shall be responsible for any costs of maintenance of such security cameras and related equipment. To the extent permitted by law, Client shall, at no additional cost to Service Provider, provide Service 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 Service Provider.

(c) Client is unaware of any condition or installation requirements that would have an adverse effect on the cost of installation of the Systems, the ability of the Systems to produce electricity once installed, or expenses associated with maintaining the Systems.

(d) Client has disclosed to Service Provider any and all known Hazardous Materials that exist at the Properties, within Client's knowledge, which could reasonably be expected to impair or prevent installation, testing, operation and/or removal of the System.

Section 4.4 Maintenance of Properties. Client shall keep areas of the Properties that are under its control neat, clean and in good order and condition. Client shall give Service 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. Client acknowledges and agrees that access to sunlight (“Insolation”) is essential to the value to Service Provider of this Easement Agreement and is a material inducement to Service Provider in entering into this Easement Agreement and the PPA. Accordingly, Client 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, Client 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 Client becomes aware of any potential development or other activity on adjacent or nearby properties that could diminish the Insolation to the Exclusive Easement Areas, Client shall advise Service Provider of such information and reasonably cooperate with Service Provider in measures to preserve existing levels of Insolation at the Exclusive Easement Areas. Client 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 Service Provider’s rights under this Easement Agreement.

Section 4.6 Liens and Encumbrances. Client 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, the Systems and/or Service 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, Client shall immediately notify Service Provider in writing and shall promptly cause such liens to be bonded, discharged and released of record without cost to Service Provider, and shall indemnify Service 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. Client further covenants that with respect to any liens, security interests or other encumbrances to Client’s title that may adversely impact the Easements and/or the Systems and that are in effect as of the Effective Date hereof, Client 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(c) above.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES, COVENANTS OF SERVICE PROVIDER

Section 5.1 Authorization; Enforceability. The execution and delivery by Service 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 Service Provider or any valid order of any court, or regulatory agency or other

body having authority to which Service Provider is subject. This Easement Agreement constitutes a legal and valid obligation of Service Provider, enforceable against Service 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. Service 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 Service Provider's use or occupancy of the Properties and the operation and maintenance of the Systems.

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

Section 5.4 Insurance. Service Provider shall maintain insurance for claims arising out of the ownership, use, or maintenance of the Easement Areas in the same amounts required in 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, Service 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 Service Provider Hazardous Material Indemnity. Service Provider shall be responsible for and shall indemnify, protect, defend and hold harmless Client and Client's employees, officers, agents, contractors and invitees (collectively, the "Client'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 Service Provider's or Service 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 Service Provider's or Service Provider's Parties' entry under this Easement Agreement, which shall be the sole responsibility of Client).

Section 6.4 Client Hazardous Material Indemnity. Client shall be responsible for and shall indemnify, protect, defend and hold harmless Service Provider and Service Provider's employees, officers, agents, contractors and invitees (collectively, the "Service 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 Client's or Client'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 Service Provider's or Service Provider's Parties' entry onto the Properties under this Easement Agreement).

Section 6.5 Survive Expiration. Service Provider's and Client'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; TAXES; MAINTENANCE & SECURITY

Section 7.1 Utilities. The Parties understand and acknowledge that pursuant to the terms of the PPA, Client shall, at no additional cost to Service Provider, provide Service 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, Service Provider's use of the Easement Areas shall include the non-exclusive appurtenant right to the reasonable 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. Client shall have the obligation to maintain and repair all utilities up to the delivery points identified in the PPA, and Service 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 Service Provider. Client is not required to purchase or install additional utilities pursuant to this Easement Agreement.

Section 7.2 Taxes. Service Provider shall pay all personal property taxes, possessory interest taxes, business or license taxes or fees, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, assessments, bonds, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority solely due to or in connection with the Systems and/or Service Provider's installation, development, construction, repair, maintenance, and operation of the Systems and/or Service Provider's occupancy and use of the Properties. Excluding taxes for which Service Provider is required to pay pursuant to the preceding sentence, Client shall pay any (i) real and personal property taxes relating to the Properties, (ii) taxes computed upon the basis of the net income or payments derived from the Properties by Client, and (iii) taxes, fees, service payments, excises, assessments, bonds, levies, fees or charges of any kind which are adopted by any public authority after the date hereof.

Section 7.3 Maintenance & Security.

(a) Client has installed the roof on each Property upon which Service Provider shall install a rooftop System hereunder (the "Rooftops"), which Rooftops have warranties in favor of Client (each, a "Roof Warranty"), copies of which have been or will be delivered to Service Provider. Service Provider shall perform any work it undertakes on the Rooftops in accordance with the applicable Roof Warranty and shall not take or omit to take any action that would affect or invalidate the applicable Roof Warranty. During the Term, Service Provider shall, at its sole cost and expense, maintain the Systems in good condition and comply with the applicable Roof Warranty. Service Provider shall have no obligation to maintain the condition of such Properties except that Service Provider shall be responsible at its own expense for the repair of damages caused to the Properties by Service Provider or its agents, employees, invitees, or assignees, reasonable wear and tear excepted.

(b) During the Term, and subject to Service Provider's obligations set forth in Section 7.3(a), Client shall maintain, in operating condition and repair, the Properties, including structural elements of the Properties. Client shall use its commercially reasonable efforts to limit material interference with the Service Provider's development activities.

(c) If Client or Client's agent, employee, student, contractor, subcontractor, invitee or assign damages a System, Client shall promptly notify Service Provider of the same. Service Provider shall have the right to make all reasonable repairs to such System or related facilities at the sole cost and expense of Client. Such costs will be paid directly by Client to Service Provider within thirty (30) days of Client's receipt of an invoice from Service Provider therefor.

Section 7.4 Client Repairs.

(a) In the event that Client decides, to repair a portion of a Rooftop or a parking area (a “Repair”), and if such Repair requires the partial or complete disassembly or movement of a System (a “Removal and Reinstallation”), Service Provider shall diligently and promptly cooperate with Client in connection with such Removal and Replacement. Client must provide Service Provider sixty (60) days’ prior written notice of any Removal and Reinstallation. In no event shall Service Provider be required to remove more than five percent (5%) of a System at a single time, and Repairs that affect more than 5% of a System shall be completed in a phased manner so that at no one time more than 5% of such System be removed; and provided further, that Client shall work in good faith with Service Provider to minimize the disruption to the applicable System attributable to Repairs (the conditions set forth in the foregoing provisos, collectively, the “Re and Re Conditions”). Except as otherwise provided herein, Client shall be responsible for the full cost to Service Provider of each Removal and Reinstallation, and Client shall reimburse Service Provider for any Lost Energy Revenue (as defined below) during the time all or a portion of a System are out of operation as a result of a Repair (“Repair Time”). This Section shall not apply if the Removal and Repair is required as a result of Service Provider’s use, operation of, or maintenance of a Property.

(b) “Lost Energy Revenue” means the sum of the (i) revenue Service Provider would have received from the sale of a System’s electrical generation during the Repair Time under the PPA but for the disruption in such System’s operation solely caused by the Removal and Reinstallation for the Repair, (ii) revenue Service Provider would have received from rebate, assistance or other incentive programs related to operating such System during the Repair Time but for the disruption in the System’s operation solely caused by the Removal and Reinstallation for the Repair, and (iii) tax credits that otherwise would have been receivable by Service Provider or its direct or indirect owners but for the disruption in such System’s operation and/or any tax credits already claimed but are subject to recapture (including any fees and penalties associated with such recapture), either or both solely caused by the Removal and Reinstallation for the Repair.

(c) Service Provider shall be entitled to Lost Energy Revenue only upon providing to Client reasonably detailed written documentation evidencing estimated Lost Energy Revenue, including a full explanation of the metrics and calculations supporting any claimed Lost Energy Revenue sums, has occurred consistent with the conditions provided herein. Service Provider must claim and provide requisite documentation to Client no later than ninety (90) days after an occurrence of Lost Energy Revenue except in the case of lost incentives, rebates or tax credits, where Service Provider must claim and provide requisite documentation to Client no later than ninety (90) days after the receipt by Service Provider of written notice from any governmental authority or independent auditor indicating that Service Provider or its owners are ineligible for such incentive, rebate or tax credit or such items are or will be subject to recapture.

(d) 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 a System (as reasonably determined by Service Provider and as shall be provided to Client upon Client's request) as follows: (i) in the case of Repair Time occurring within the first twelve (12) months of such System'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 a System'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 such System's operation.

(e) For clarity and avoidance of doubt, although this Easement and the PPA both contain similar provisions, Service Provider shall only be entitled to Loss Energy Revenue under the provisions of either the Easement or the PPA, and is not entitled to a "double recovery" by pursuing remedies under each instrument separately.

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, or (B) if either Party fails to comply in any material respect with any term, provision or covenant of this Easement Agreement or the PPA, 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 ninety (90) 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 ninety (90)-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.

ARTICLE 9 PERSONAL PROPERTY

Section 9.1 Ownership. Client and Service Provider agree that the Systems and all equipment, machinery and appurtenances placed and installed in the Easement Areas by Service Provider that comprise the Systems shall remain the personal property of Service 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 Client. Client shall not take any position on any tax return or on any other filings indicating or suggesting that Client 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 Client, with Client's fee or

other interest to the Properties. Client shall indemnify Service Provider against all losses, claims, costs and expenses (including attorneys' fees) incurred by Service Provider in discharging and releasing any such lien, encumbrance, pledge, levy or attachment arising by, under or through Client. Client further acknowledges that Service Provider is the exclusive owner of the electric energy generated by the Systems and owner of all environmental attributes, tax attributes, and all other products, credits, benefits or incentives attributable to the Systems.

Section 9.2 Removal. Service Provider shall, within one hundred eighty (180) days following the end of the Term or earlier termination as provided herein, and at Service 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. Service 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. Service 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 Service Provider and if Client elects to have the shade structure removed as well as the Systems, Service 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, Service 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 Service Provider, before any entry onto any Properties by Service Provider's employees, agents or contractors.

ARTICLE 10 ASSIGNMENT; MORTGAGE

Section 10.1 The Parties may assign this Easement in whole or in part on the same terms and conditions governing assignment and financing of the PPA, which are incorporated herein *mutatis mutandis* by reference.

Section 10.2 Bifurcation of Agreement. If Service Provider from time to time so requests (including, without limitation, in contemplation of or following a partial assignment under Section 10.1 above), Client shall promptly bifurcate this Easement Agreement by entering into two or more new easement agreements that provide Service Provider with such easement rights as to such portions of the Properties as may be designated by Service Provider. Each of such new agreements shall (a) contain the same terms and conditions as this Easement Agreement, (b) be for a term equal to the remaining Term of this Easement Agreement, and (c) enjoy the same priority as this Easement Agreement over any lien, encumbrance or other interest created by Client. Further, in the event of an uncured default by Service Provider under any such new agreement, such default shall not constitute a cross-default, or otherwise affect, or cause a termination of, any such other new agreement or any rights or interests granted to Service Provider under such other new agreement. The portions of the Properties covered by each new agreement

may or may not be coextensive or contiguous with the other portions of the Properties covered by the same agreement.

Section 10.3 Collateral Assignment. Client hereby agrees that Service Provider shall have the right to hypothecate the Collateral as security for its obligations under any equipment lease or other financing arrangement related to the conduct of the installation, construction, operation, connection, disconnection, maintenance, alteration, repair, improvement, replacement, reconstruction and removal of the Systems. “Collateral” shall mean (i) the Systems, including but not limited to the solar electric generation and distribution systems installed at the Properties in accordance with this Easement Agreement, which shall include all photovoltaic solar panels, mounting systems, inverters, transformers, integrators, all electrical lines and conduits required to collect and transmit electrical energy and such additional utility lines, cables, conduits transformers wires, meters, monitoring equipment and other necessary and convenient equipment and appurtenances common to such system; (ii) all other personal property within the Properties owned by Service Provider; (iii) the renewable energy output produced by the Systems before the points of delivery of the electricity generated by the Systems to Client; and (iv) the environmental attributes, which include without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tractable 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 Systems. In connection with the foregoing:

(a) Client hereby consents to the sale of the Collateral (or any part thereof) to a financing party of Service Provider (“Financing Party”) and/or the collateral assignment to a Financing Party of Service Provider’s right, title and interest in and to this Easement Agreement and/or the Collateral. In connection with the foregoing, Client will exercise best efforts to review, execute and deliver within ten (10) business days of receipt of any all lien waivers, consents, acknowledgements, subordination agreements and other instruments and documentation reasonably required by Service Provider or a Financing Party to be executed by Client in connection with any such sale, lease or collateral assignment of the Collateral and financing arrangement to a Financing Party; provided that any such instruments or documentation must be in a commercially reasonable form and acceptable to Client.

(b) Notwithstanding any contrary term of this Easement Agreement, a Financing Party shall have the following rights:

1. Provided that prior written notice has been given of such collateral assignment, a Financing Party, as collateral assignee of this Easement Agreement, shall be entitled (a) to notice of any breach or default under this Easement Agreement to which Service Provider is entitled pursuant to Section 8, and (b) but not required to exercise, in the place and stead of Service Provider, any and all rights and remedies of Service Provider in accordance with the terms of this Easement Agreement.

2. A Financing Party shall have the right (exercisable in its sole and absolute discretion), but not the obligation, to perform acts, duty or obligation required of Service Provider hereunder or cause to be cured any default of Service Provider hereunder in the time and manner provided by the terms of this Easement Agreement.

3. The Financing Party shall, concurrently with delivery thereof to Service Provider, deliver to Client a copy of each notice of default given to Service Provider under the corresponding financing agreement and before enforcing any remedies and foreclosure rights under its security interest against the Collateral for a Service Provider default under its contractual obligations with a Financing Party.

4. Upon any rejection or other termination of this Easement Agreement pursuant to any process undertaken with respect to Service Provider under the United States Bankruptcy Code, at the request of a Financing Party made within sixty (60) calendar days of such termination or rejection, Client shall enter into a new agreement with such Financing Party having substantially the same terms and conditions as this Easement Agreement; provided that such Financing Party enters into a contract with a qualified third-party service provider that meets the standards required in the Easement Agreement, to operate and maintain the Systems. The foregoing shall be subject however, to any and all rights, provisions, requirements, and protections afforded to Client under the U.S. Bankruptcy Code including but not limited to, the right to demand that the Financing Party and/or any new service provider or successor-in-interest of the rights of Service Provider under this Easement Agreement, cure any and all defaults and provide assurance of future performance under this Easement Agreement.

5. Prior to a termination of this Easement Agreement, a Financing Party or its representatives or invitees or any receiver or other similar official appointed by the Financing Party in respect of the Collateral (a “Receiver”) may enter upon the Properties upon complying with the prior notice requirements, the safety and security conditions and access rules applicable to Service Provider in this Easement Agreement and upon evidence of proper public liability and property insurance with Client appearing as additionally insured, to inspect or remove any or all of the Collateral to be performed by qualified and authorized contractors with corresponding government approvals; provided, however, the Financing Party shall promptly repair any damage caused by such removal and restore the applicable Property to its original condition, reasonable wear and tear excepted.

(c) It is the principal obligation of Service Provider to deliver to its Financing Party any notices of default received from Client in accordance with this Easement Agreement. Provided that Service Provider has provided Client with accurate and up-to-date notice information for a Financing Party in writing, Client will deliver to such Financing Party, (concurrently with delivery thereof to Service Provider), a copy of each

notice of default given by Client under this Easement Agreement. Provided that the failure by Client to provide such notice shall not constitute a breach of this Easement Agreement.

(d) The Financing Party, upon receiving copy of a notice of default delivered to Service Provider, shall have right, but not the obligation, to cure the default within the same period granted to Service Provider under this Easement Agreement.

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

(g) Client acknowledges and agrees that Service Provider may change the Financing Party at any time, in its sole discretion, and Client will abide by such new contact information and payment directions provided it previously receives written notification therefore from Service Provider with accurate and up-to-date information on the new Financing Party and upon such new Financing Party respecting all of the terms of this Easement Agreement and the proposed assignment and collateral assignment agreements entered by the original Financing Party.

Section 10.4 Mortgagee Protection. In the event that any mortgage, deed of trust or other security interest in this Easement Agreement or any Systems is entered into by Service Provider or an Assignee, including a sale-leaseback (i.e., a transaction in which Service Provider sells its interest in this Easement Agreement and/or the Systems and then leases those interests back from the purchaser) (a "Mortgage"), then any person who is the mortgagee or beneficiary of a Mortgage, including the purchaser in a sale-leaseback transaction (a "Mortgagee") shall, for so long as its Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth in this Section 10. Service Provider or any Mortgagee shall send written notice to Client of the name and address of any such Mortgagee, as well as any change of the name or address of any Mortgagee.

Section 10.5 Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Mortgagee shall have the absolute right: (a) to assign its security interest; (b) to enforce its lien and acquire title to the easement interest by any lawful means; (c) to take possession of and operate the Systems, the easement interest or any portion thereof and to perform all obligations to be performed by Service Provider hereunder, or to cause a receiver to be appointed to do so; and (d) to acquire the easement interest by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the easement interest to a third party. Client's consent shall not be required for the acquisition of the easement interest by a third party who acquires the same by or subsequent to foreclosure or assignment in lieu of foreclosure.

Section 10.6 Notice of Default; Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any alleged default by Service Provider, Client shall give written notice of the default to each Mortgagee concurrently with delivery of such notice to Service Provider, specifying in detail the alleged event of default and the required remedy. In the event Client gives such a written notice of default, the following provisions shall apply:

(a) A “monetary default” means failure to pay when due any fee, payment, real property taxes, insurance premiums or other monetary obligation of Service Provider under this Easement Agreement; any other event of default is a “non-monetary default.”

(b) Each Mortgagee shall have the same period after receipt of notice of default to remedy the default, or cause the same to be remedied, as is given to Service Provider after Service Provider’s receipt of notice of default, plus, in each instance, the following additional time periods: (i) sixty (60) days, for a total of ninety (90) days after receipt of the notice of default in the event of any monetary default; and (ii) sixty (60) days, for a total of ninety (90) days after receipt of the notice of default in the event of any non-monetary default, provided that such ninety (90) day period shall be extended for the time reasonably required to complete such cure, including the time required for a Mortgagee to perfect its right to cure such non-monetary default by obtaining possession of the easement interest in the applicable Property (including possession by a receiver) or by instituting foreclosure proceedings, provided the Mortgagee acts with reasonable and continuous diligence, and Client is not directly harmed by such further delay. The Mortgagee shall have the absolute right to substitute itself for Service Provider and perform the duties of Service Provider hereunder for purposes of curing such defaults. Client expressly consents to such substitution, agrees to accept such performance, and authorizes the Mortgagee (or its employees, agents, representatives or contractors) to enter upon the applicable Property to complete such performance with all the rights, privileges and obligations of the original Service Provider hereunder. Client shall not, and shall have no right to, terminate this Easement Agreement prior to expiration of the cure periods available to a Mortgagee as set forth above.

(c) During any period of possession of a Property by a Mortgagee (or a receiver requested by such Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Mortgagee, the Mortgagee shall pay or cause to be paid all other monetary charges payable by Service Provider hereunder which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of Service Provider’s easement interest by the Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Easement Agreement shall continue in full force and effect and the Mortgagee or party acquiring title to Service Provider’s easement interest shall, as promptly as reasonably possible, commence the cure of all defaults hereunder and thereafter diligently process such cure to completion, and upon such completion Client’s right to terminate this Easement Agreement based upon such defaults shall be deemed waived; provided, however, the Mortgagee or party acquiring title to Service Provider’s easement interest shall not be required to cure those

non-monetary defaults, if any, that are specific to Service Provider and which are not reasonably susceptible of being cured or performed by the Mortgagee or party acquiring title (“Non-Curable Defaults”), and Client may pursue any and all remedies at law or equity against Service Provider except that Client shall not pursue any judicial or legal remedies to prevent Service Provider from accessing the Properties and performing its obligations under the PPA.

(d) Any Mortgagee or other party who acquires Service Provider’s easement interest pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Service Provider by this Easement Agreement incurred or accruing after such Mortgagee or other party who acquires Service Provider’s easement interest pursuant to foreclosure or assignment in lieu of foreclosure no longer has ownership of the easement interest or possession of the applicable Property.

(e) Neither the bankruptcy nor the insolvency of Service Provider shall be grounds for terminating this Easement Agreement as long as all obligations of Service Provider hereunder are paid or performed by or on behalf of Service Provider or the Mortgagee in accordance with the terms of this Easement Agreement and the PPA.

(f) Nothing herein shall be construed to extend this Easement Agreement beyond the Term or to require a Mortgagee to continue foreclosure proceedings after the default has been cured. If the default is cured and the Mortgagee discontinues foreclosure proceedings, this Easement Agreement shall continue in full force and effect.

Section 10.7 New Easement Agreement. If this Easement Agreement terminates because of Service Provider’s default or if the easement interest is foreclosed, or if this Easement Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors’ rights, Client shall, upon written request from any Mortgagee within ninety (90) days after such event, enter into a new easement agreement for the applicable Property, on the following terms and conditions:

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

(b) The new easement agreement shall be executed within thirty (30) days after receipt by Client of written notice of the Mortgagee’s election to enter into a new easement agreement, provided said Mortgagee: (i) pays to Client all fees and payments and other monetary charges payable by Service Provider under the terms of this Easement Agreement up to the date of execution of the new easement agreement, as if this Easement Agreement had not been terminated, foreclosed, rejected or disaffirmed; and (ii) performs all other obligations of Service Provider under the terms of this Easement Agreement, to the extent performance is then due and susceptible of being cured and performed by the Mortgagee; and (iii) agrees in writing to perform, or cause to be performed, all non-monetary obligations which have not been performed by Service Provider that are reasonably susceptible of being performed by the Mortgagee and would have accrued under this

Easement Agreement up to the date of commencement of the new easement agreement. Any new easement agreement granted to the Mortgagee shall enjoy the same priority as this Easement Agreement over any lien, encumbrances or other interest created by Client.

(c) At the option of the Mortgagee, the new easement agreement may be executed by a designee of such Mortgagee without the Mortgagee assuming the burdens and obligations of Service Provider thereunder.

(d) If more than one Mortgagee makes a written request for a new easement agreement pursuant hereto, the new easement agreement shall be delivered to the Mortgagee requesting such new easement agreement whose Mortgage is prior in lien, and the written request of any other Mortgagee whose lien is subordinate shall be void and of no further force or effect.

(e) The provisions of this Section 10 shall survive the termination, rejection or disaffirmance of this Easement Agreement and shall continue in full force and effect thereafter to the same extent as if this Section were a separate and independent contract made by Client, Service Provider and such Mortgagee, and, from the effective date of such termination, rejection or disaffirmance of this Easement Agreement to the date of execution and delivery of such new easement agreement, such Mortgagee may use and enjoy the applicable Property without hindrance by Client or any person claiming by, through or under Client, provided that all of the conditions for a new easement agreement as set forth herein are complied with.

Section 10.8 Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Easement Agreement to the contrary, the Parties agree that so long as there exists an unpaid Mortgage, this Easement Agreement shall not be modified or amended and Client shall not accept a surrender of the Property or any part thereof or a cancellation or release of this Easement Agreement from Service Provider prior to expiration of the Term without the prior written consent of the Mortgagee. This provision is for the express benefit of and shall be enforceable by such Mortgagee.

Section 10.9 No Waiver. No payment made to Client by a Mortgagee shall constitute an agreement that such payment was, in fact, due under the terms of this Easement Agreement; and a Mortgagee having made any payment to Client pursuant to Client's wrongful, improper or mistaken notice or demand shall be entitled to the return of any such payment.

Section 10.10 Further Amendments. At Service Provider's request, Client shall amend this Easement Agreement to include any provision which may reasonably be requested by a proposed Mortgagee; provided, however, that such amendment does not impair any of Client's rights under this Easement Agreement or materially increase the burdens or obligations of Client hereunder. Upon request of any Mortgagee, Client shall execute any additional instruments reasonably required to evidence such Mortgagee's rights under this Easement Agreement.

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. Neither Party nor its directors, officers, shareholders, partners, members, agents and employees subcontractors or suppliers shall be liable for any indirect, special, incidental, exemplary, or consequential loss or damage of any nature arising out of their performance or non-performance hereunder, even if advised of same.

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 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. In the event of a direct and unavoidable conflict between this Easement Agreement and the PPA, the PPA shall control.

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, Client and Service 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 Service Provider or any financing party to which Service Provider has granted or will grant a collateral interest in this Easement Agreement and the PPA (a "Financing Party"), Client 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) this Easement Agreement is in full force and effect; (B) this 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 Client, Service Provider is in compliance with the terms of this 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 Client and reasonably acceptable to Service Provider), then Service Provider may elect to terminate this Easement Agreement upon not less than twenty (20) days' prior written notice to Client, 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 Service Provider does not elect to terminate this Easement Agreement pursuant to the previous sentence, Client 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 Client shall in no event be required to repair, replace or restore any property of Service Provider

comprising part of the Systems, which replacement or restoration shall be Service 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 Client.

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.

Client: City of Santa Rosa Elementary School District/
 Santa Rosa High School District
 211 Ridgway Avenue
 Santa Rosa, California
 Attn.: [Name], [Title]
 Phone: [Insert]
 Fax: [Insert]

Service Provider: Ridgway Ave DG Solar, LLC
1902 Wright Pl., Ste 200
c/o Jua Capital LLC
Carlsbad, CA 92008
Attn: Abinash Tiwari
Phone: (240) 354-7627
Email: abinash.tiwari@juacap.com

[Signatures on following page]

SERVICE PROVIDER:

Ridgway Ave DG Solar, LLC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2022, before me, the undersigned officer, personally appeared _____, as _____ of **Ridgway Ave DG Solar, LLC**, a California limited liability company, and that he/she/they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **[Insert]** 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 B
EXCLUSIVE EASEMENT AREAS

That portion of each Property where the following equipment owned by Service Provider shall be located (as described and depicted on the following pages):

1. Solar power generating equipment, inverters, mounting and tracking systems, monitoring systems, solar collectors, solar energy conversion systems and other power generation facilities, of any type or technology;
2. Transmission facilities, including without limitation, overhead and underground transmission, distribution or collector lines, circuit breakers, conduits, foundations, footings, towers, poles, crossarms, guy lines, anchors and wires;
3. Overhead and underground control, communications and radio relay systems;
4. Sunlight measurement, research or development equipment.

[attach depiction of proposed layouts]

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, 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 Client;
- (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 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, operations, maintenance and repairs staging areas and parking spaces, and ingress and egress to those areas 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
(Easement Agreement)**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”), dated as of _____, 202__ (the “Effective Date”), is entered into by and among Ridgway Ave DG Solar, LLC, a California limited liability company (“Assignor”), _____, a [Insert] (“Assignee”), and City of Santa Rosa Elementary School District/Santa Rosa High School 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 Easement Agreement dated as of _____, 2022 (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 4503 kW DC on parking canopies, elevated structures and roof at 20 (#) sites located in Santa Rosa, California (the “Sites”) (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 Service Provider’s notice party information to be:

“If to Service 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.

ASSIGNOR:

Ridgway Ave DG Solar, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

[Insert]

By: _____
Name: _____
Title: _____

CONSENTING PARTY:

City of Santa Rosa Elementary School District/Santa Rosa High School District

By: _____
Name: _____
Title: _____