

SOLAR ENERGY ROOFTOP LEASE OPTION AGREEMENT:

THIS FOLLOWING TERMS SHALL CONSTITUTE AN OFFER TO PURCHASE AN OPTION TO ENTER INTO A ROOFTOP LEASE AGREEMENT (sometimes referred to alternatively as "Lease" or "Agreement"),

This Option Term Sheet is made and entered into as of the 8th day of April, 2017 (the "Effective Date"), between San Leandro Warehouse, LLC ("Landlord"), and Sun-e-Lease, a powerhouse company, registered in CA ("Tenant").

BACKGROUND RECITALS

- A) Tenant desires to obtain a Lease Option in order to develop, permit, install and operate solar (photovoltaic) equipment in and on the rooftop of the Building; and
- B) Landlord is willing to grant the above referenced Lease Option to Tenant, for the exclusive use of solar project development; subject to certain terms and conditions
- C) This Option will permit the Tenant to have access to inspect and test the rooftop and do such other investigations as it deems necessary to satisfy that the location is suitable for a solar PV array and that the building owner is in a position to grant a lease to it. The option will be open for exercise by the Tenant for an Option Period of 24 months, sufficient to enable the operator to conduct such inspections and investigations and to apply for and obtain utility program approval or enter into a power purchase agreement ("PPA") or other agreement with the local electrical utility. The option agreement will provide that if the Tenant exercises its option, the parties will enter into a lease of the rooftop area on the terms set out in the Lease Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

I. GRANT OF ROOFTOP LEASE OPTION

1. DEFINITIONS

In addition to terms defined in this Lease, the following terms set forth below will be defined as follows:

- 1.1 "Building" will mean that certain building located at 5901 San Leandro St, Oakland CA, currently known as San Leandro Warehouse.
- 1.2 "Equipment Space" will mean equipment rack spaces located in the rooftop mechanical room.
- 1.3 "Rooftop" will mean portions of the roof of the Building designated by Landlord as the space for the Solar Equipment.
- 1.4 "Solar Equipment" will mean Tenant's solar generation facility and related equipment including wiring, cabling and other accessories used therewith for installation, operation and maintenance on the Rooftop [and in the Equipment Space] and described on Appendix 1, attached hereto and made a part hereof.
- 1.5 "Option Period" will mean the amount of time Landlord grants Tenant exclusive rights to develop a solar project at the site.

2. LEASE TO USE AND ACCESS TO ROOFTOP

Subject to the terms and conditions contained in this Lease Option, Landlord hereby grants to Tenant and Tenant agrees to accept the exclusive, right to use the Rooftop for the installation, operation and maintenance, at Tenant's sole cost and expense, of the Solar Equipment. Throughout this Lease Option and the Term of the Lease, as described below, Landlord hereby grants Tenant an easement through the Building, including all elevators, stairways or other access points of egress and ingress for purposes of accessing the Rooftop for the purpose described herein and pursuant to the terms and conditions of the Lease.

3. PREMIUM MODULE SELECTION

Tenant and Landlord agree that specific modules and material sets will be utilized to optimize PV plant performance depending on the site conditions (e.g. climate and irradiance). The enhanced financial benefits of premium module selection are known and understood by both parties; and both parties agree that a premium module will be utilized, should this Lease Option be exercised.

4. FEES PAID FOR ROOFTOP LEASE OPTION

Tenant agrees to pay Landlord a one-time fee for this Lease Option, of \$5,000 Dollars

LANDLORD:

By: Jeffrey Berger

Name: Jeffrey Berger

Title: Owner, San Leandro Warehouse LLC

TENANT:

By: _____

Name: _____

Title: _____