

RENEWABLE ENERGY GENERATING SYSTEM LEASE AGREEMENT

This RENEWABLE ENERGY GENERATING SYSTEM Lease Agreement (this "Lease"), dated as of February 1, 2016 (the "Effective Date"), is by and between PASSCO HANFORD MALL, LLC, a Delaware limited liability company ("Landlord"), and BLUE SKY UTILITY LLC, a California limited liability company ("Lessee") (Landlord and Lessee being sometimes referred to herein as a "Party" or collectively as the "Parties").

WITNESSETH

WHEREAS, Landlord is the fee simple owner of certain real property which is a portion of the shopping center known as the "**Hanford Mall**" located at 1675 West Lacey Boulevard, Hanford, California 93230, as legally described on Exhibit A and depicted on Exhibit B (the "**Shopping Center**"). However, the term Shopping Center as used herein shall only include those buildings and areas which are owned or controlled by Landlord and use electricity through one or more master meters as of the date hereof controlled by Landlord, with such buildings and areas designated in Exhibit B. For purposes of the Lease, the Shopping Center generally consists of an enclosed mall area with shop tenant leases (the "**Enclosed Mall**"), one (1) adjacent pad building which is currently subject to a lease with Cinemark Movies 8, and the interior and certain exterior common areas (the "**Common Areas**"). The term Shopping Center as used herein shall exclude all other buildings and areas (the "**Excluded Areas**") including all buildings and areas owned or leased by anchor tenants (currently JC Penney, Forever 21, Sears, Kohl's and Ross Dress for Less) and any and all out-parcel buildings including any areas exclusively controlled by the out-parcel tenants (currently, as of the date hereof, there are six (6) out parcel buildings). The Shopping Center together with the Excluded Areas shall be referenced herein as the "**Project**";

WHEREAS, Landlord desires to engage Lessee to design, construct, install, own and operate a renewable energy generating system (which will include but not be limited to rooftop solar arrays) (the "**REGS**") for the Shopping Center to be interconnected to distribution grid facilities owned and controlled by Southern California Edison Company (hereinafter the "**Utility**");

WHEREAS, Lessee desires to finance, construct, install, maintain and operate the REGS in order to generate electric energy ("**Energy**") and to sell to Landlord and certain tenants and occupants of the Shopping Center which receive electrical service through master meters controlled by Landlord and which participate in the VNMP (the "**Participating Tenants**") and to certain anchor tenants and out-parcel tenants of the Excluded Areas which may elect in their sole discretion to participate in the VNMP, subject to Landlord's approval and any other terms and conditions set forth in Exhibit G attached hereto (the "**Electing Tenants**") clean energy credits ("**Clean Energy Credits**", as further defined below) awarded pursuant to a virtual net metering program ("**VNMP**") utilizing Electric Rate Schedule NEMV (Virtual Net Metering for a Multi-Tenant or Multi-Meter Property Served at the Same Service Delivery Point) (hereinafter the "**VNMP Schedule**"), as the same may be amended or revised from time to time by the Utility;

WHEREAS, in order to construct and install the REGS, administer the VNMP and supply Clean Energy Credits to Landlord, Participating Tenant and any Electing Tenants, Lessee requires access to the buildings, parking lots and other structures upon which the REGS shall be sited and the surrounding land and facilities of the Shopping Center, all subject to the terms and conditions set forth herein; and

WHEREAS, in connection with the foregoing, (i) Lessee desires that Landlord lease, and Landlord desires to lease to Lessee, the Demised Premises (as defined below), and (ii) Lessee desires that Landlord authorize and grant Lessee, and Landlord desires to authorize and grant Lessee, a non-revocable license (except as otherwise provided herein) and all necessary authority to manage and administer a VNMP, subject to the terms and conditions set forth herein.

NOW, THEREFORE, based on the foregoing and the mutual covenants and agreements herein contained, for good and valuable consideration and intending to be legally bound hereby, Lessee and Landlord hereby agree as follows:

1. Lease of Premises; Grant of License.

(a) Demised Premises. Landlord hereby leases to Lessee, in accordance with the terms and conditions hereinafter set forth, constituting the roof area over the Enclosed Mall, the adjacent building of the Shopping Center leased as of the date hereof by Cinemark Movies 8, and the roof area over the adjacent Buildings leased by Ross Dress for Less, Sears and JC Penney as of the date hereof and subject to Landlord obtaining approval from Cinemark Movies 8, Ross Dress for Less, Sears and JC Penney, as the case may be, all in the location generally as shown in Exhibit C (individually and collectively, the "**Demised Premises**") Landlord makes no representation or warranty that Landlord will be able to obtain such

approvals from Cinemark Movies 8, Ross Dress for Less, Sears and/or JC Penney. Notwithstanding any other provision of this Lease, Landlord expressly reserves the right, on behalf of Landlord and any other lessees/occupants of the Shopping Center and the Project and any parties having such rights under the Recorded Documents (as defined in Section 7(i)), to use the roof of the Demised Premises and Shopping Center at any time during the Term including, without limitation, the right of Landlord and any other lessees/occupants of the Shopping Center and the Project or other parties (including other tenants and occupants of the Project) having such rights under the Recorded Documents, to place satellite dishes, telecommunication devices, supplemental HVAC units, other equipment and systems and the like on the roof of the Demised Premises and the Shopping Center and to maintain such equipment as well as perform other maintenance to the Demised Premises and the Shopping Center including the buildings, structures, roofs, equipment and common areas thereof; and for any other uses provided the same do not materially and adversely interfere with Lessee's license and use rights hereunder, except as may be expressly set forth herein including temporary interruptions of reasonable duration as may be required for Landlord to perform maintenance on the Buildings and/or to comply with applicable law). Landlord shall use commercially reasonable efforts to attempt to limit such temporary interruptions to not more than five (5) business days provided, however, such reasonable efforts shall not include any obligation to incur overtime expenses and such five (5) day period will be extended for delays attributable to Lessee or its agents, employees or contractors or as otherwise reasonably necessary so long as Landlord is diligently exercising its rights hereunder in good faith. The building(s) upon which the Demised Premises is located shall be referred to individually as a "**Building**" and collectively as the "**Buildings**". Lessee acknowledges that it has inspected the Demised Premises, Buildings, Shopping Center and Project and hereby accepts the Demised Premises, Buildings, Shopping Center and Project in their current "as-is" condition. Landlord has no obligation and has made no promises to alter, remodel, improve or repair the Demised Premises or any part of the Buildings, Shopping Center or the Project, and Lessee acknowledges that no representations or warranties respecting the condition or suitability of the Demised Premises, Buildings, the Shopping Center or the Project have been made by Landlord. Landlord shall use commercially reasonable efforts to (i) enforce any express rights that Landlord may have under leases with tenants of the Shopping Center which require such tenants to repair, or reimburse costs to repair, any damage that such tenants may cause to the REGS and the Demised Premises, (ii) not permit any material and adverse interference with access to sunlight with respect to the REGS and the Demised Premises to the extent within the reasonable control of Landlord and excluding any temporary interference of reasonable duration as may be required to comply with applicable law or otherwise to perform any maintenance required to be performed by Landlord under the REA or any tenant leases or occupancy agreements, and (iii) maintain the Common Areas and the Buildings of the Shopping Center in a safe, clean and first-class manner, consistent with the operation of the Shopping Center or the Project as a first-class regional mall.

(b) Interconnection Easement. Pursuant to and in accordance with the siting and installation protocol contained in Exhibit D, if necessary for installation of the REGS, Landlord shall use commercially reasonable efforts to execute, acknowledge before a notary public, and deliver to Lessee an easement and license agreement (the "**Interconnection Easement**") in a form reasonably acceptable to Landlord and Lessee, which shall become an amendment to this Lease incorporated herein by reference, to be submitted or recorded with all appropriate Governmental Authorities and the Utility (as applicable) as set forth herein, pursuant to which Landlord shall grant to Lessee, among other things, all rights reasonably necessary to construct, install, operate, maintain, and repair certain interconnection and related equipment serving the REGS throughout the Buildings and the Access Areas (as defined below) for the Term of this Lease, as may be extended; provided, however, should the REGS be relocated after installation on any areas other than the Demised Premises in accordance with the terms herein, Landlord shall use commercially reasonable efforts to modify, amend, or revise such Interconnection Easement as reasonably required. Notwithstanding the foregoing, the Interconnection Easement shall be subject to Landlord's approval, any approvals required by parties under the REA and any other third party approvals that may be required. Landlord shall reasonably cooperate with Lessee in obtaining such approvals at no out-of-pocket cost to Landlord. Additionally, any work to be performed by Lessee within the Interconnection Easement shall be part of the Work (as defined in Exhibit D) which is subject to the terms and conditions of Exhibit D.

(c) Lessee Access Rights.

(i) Subject to the terms and conditions of this Lease, Landlord hereby grants to Lessee, for a period co-terminus with this Lease, as same may be extended, the non-exclusive right ("**Lessee's Access Rights**") to use certain exterior areas in the Shopping Center and certain Common Areas in the Shopping Center (drives, truck courts, automobile parking areas) (the "**Access Areas**") to (a) access the Demised Premises, including ingress and egress rights, (b) access electrical panels and conduits to interconnect the REGS with the Utility's electrical distribution system or the Buildings' electrical wiring, and (c) to locate any auxiliary equipment necessary to operate the REGS, in an area and location shown on Exhibit C; provided, however, notwithstanding the foregoing, Landlord and Lessee agree that certain mutually agreed upon portions of the Access Area shall be restricted to access by Lessee and Landlord only (the "**Restricted Access Areas**") and Lessee and Landlord shall grant access to the Restricted Access Areas only to the extent such other tenants/occupants of the Shopping Center or the

Project reasonably require access thereof and only upon the prior notice to Landlord and Lessee. Furthermore, except as otherwise contemplated herein, Lessee shall not install any improvements or take any actions that would prevent or impede access and use of the Access Areas by Landlord, any tenants/occupants of the Shopping Center or of the Project, any holders of easements, or any governmental or public utility personnel (fire, police, public utility providers etc.), any holders of rights under the REA or other similar parties. Lessee agrees that in connection with the exercise of its rights respecting the Access Areas, Lessee will use all commercially reasonable and good faith efforts to limit the timing and duration of any work affecting the Access Areas and further agrees that any access shall be granted pursuant to a schedule approved in advance by Landlord. All Access Areas and any Restricted Access Areas shall be designated on Exhibit C. Notwithstanding any provision to the contrary in this Lease, Lessee shall have access to the Access Areas, Restricted Access Areas and Demised Premises only on prior advanced notice, which may be telephonic or by on-site check in with Landlord's on-site property manager, to Landlord on customary business days, during normal business hours and at all times during emergencies, Monday through Friday (and after normal business hours and on Saturday and Sundays by prior on-site check in with the security guard for the Project) only as designated by Landlord for the purpose of performing the Work and maintaining the REGS; provided, however, such access shall be subject to the normal security procedures of the Building, the Shopping Center and the Project, the Rules and Regulations, and any consents that may be required or other rights or restrictions under the REA. Additionally, Lessee shall use commercially reasonable efforts to maintain a written log of all visits, inspections, work and other activity of Lessee, its agents, employees and contractors, including due to emergencies, at or upon the Access Areas, Restricted Access Areas and Demised Premises and shall provide a current copy of such log to Landlord upon request.

(ii) Subject to the rights of any party under the REA (including, delivering any required consents thereunder), Landlord shall use commercially reasonable efforts to provide reasonable space for the temporary parking of a reasonable number of construction crew vehicles and up to one (1) temporary construction trailer (of a size approved by Landlord) and facilities reasonably necessary during the furnishing, installation, testing, commissioning, deconstruction, disassembly, decommissioning and removal of the REGS and access for rigging and material handling in accordance with the siting and installation protocol established in Exhibit D. Lessee's agents, employees and contractors shall only park vehicles within any such space designated by Landlord.

2. Term and Removal of REGS.

(a) Term. The term of this Lease (the "Term") shall commence on the date that is following mutual execution of this Lease and the date Landlord makes possession of the Demised Premises available to Lessee for commencement of the REGS and other Work (the "Commencement Date") and shall continue for three hundred (300) months thereafter ("Initial Term"), unless earlier terminated as set forth herein. Lessee shall commence paying Base Rent and Percentage Rent on the date (the "Rent Commencement Date") that is the earlier of: (i) the date the REGS are placed into service (the "Commercial Operations Date"), or (ii) the date which is twelve (12) months following the Commencement Date (the "Outside Date"). Upon either Party's written request, the Party's shall execute and deliver to the other Party documentation confirming the date of Landlord's delivery of the Demised Premises to Lessee, the Commencement Date, the Rent Commencement Date, the Commercial Operations Date, the Outside Date, and expiration date of the Term of this Lease; provided, however, execution and delivery of such documentation shall in no event delay any such dates. At the end of the Initial Term, this Lease shall terminate, provided however, notwithstanding the foregoing and provided that Lessee is not in default hereunder after any notice and applicable cure period, this Lease may be extended for an additional sixty (60) month term (a "Renewal Term") if Lessee, at its sole option, elects to extend this Lease and delivers to Landlord at least twelve (12) months prior to the end of the Initial Term written notice that it desires to extend this Lease for the Renewal Term. Upon receipt of such notice, the Term of this Lease shall be deemed extended for the Renewal Term upon the same terms and conditions as herein provided. Notwithstanding any other provision of this Lease, Landlord shall have the right, at Landlord's election by delivery of written notice to Lessee and in addition to all other rights and remedies of Landlord herein and at law or in equity, to terminate this Lease in the event the REGS and other Work have not been completed by Lessee by the Outside Date as such period shall be extended for a maximum of six (6) months by any Force Majeure Delay. In such event, Landlord shall have the option of retaining ownership of and completing all or any portion of REGS and/or such other Work and/or requiring Lessee to remove all or any portion of the remaining REGS and/or other Work, and the Parties shall have no further rights or obligations under this Lease, except for any obligations which expressly survive termination as set forth herein.

(b) Removal of REGS. Lessee shall have the right for a period of ninety (90) days ("REGS Removal Period") following the expiration or earlier termination of this Lease, as such period shall be extended for a period equivalent to the period of a Force Majeure Delay ("REGS Removal Date"), to, subject to Sections 1(c)(i) and 7(f), access the Demised Premises, including areas pertinent to the Interconnection Easement and the Access Areas, to remove the REGS. Any such removal by Lessee shall be at the sole cost and expense of Lessee. Lessee shall promptly repair any damage to the Demised

Premises, Building, Shopping Center and/or Project caused by removal of the REGS and restore the Demised Premises, Access Areas, Restricted Access Areas and areas pertinent to the Interconnection Easement to their original condition (ordinary wear and tear, damage by fire or other casualty excepted) all at Lessee's cost. Lessee's indemnity obligations and obligation to maintain insurance shall continue to apply during the REGS Removal Period.

(c) Failure to Remove REGS. If Lessee fails to remove the REGS by the REGS Removal Date in accordance with Section 2(b), then in addition to Landlord's other rights under this Lease or at law or in equity Landlord shall have the right (except to the extent Lessee is then diligently pursuing the removal thereof), at its sole option, to remove the REGS to a public warehouse and restore the Demised Premises to its original condition (ordinary wear and tear, damage by fire or other casualty excepted) all at Lessee's cost. Any amounts advanced by Landlord on Lessee's behalf pursuant to this Section shall be promptly reimbursed to Landlord by Lessee upon written demand therefor and shall bear interest at the lesser of 8 percent (8%) per annum, compounding monthly, or the maximum rate permissible under any applicable usury laws, from the date of demand until such amounts are paid. For purposes of Lessee's removal of the REGS, the covenants set forth in Sections 3(b) and (c) shall survive the expiration or earlier termination of this Lease.

3. REGS Ownership.

(a) The Renewable Energy Generating System. The "REGS", as that term is used herein, shall include all personal property from time to time installed or replaced by or on behalf of Lessee at the Shopping Center on the Demised Premises, including, without limitation, (i) photovoltaic electric cells or other solar energy equipment designed for the collection and/or generation of electrical power from solar radiation (including, without limitation, solar panels, the associated support structure, braces, wiring, and related equipment); (ii) improvements the purpose of which is to deliver electrical power from the REGS to a utility grid or other system (including, without limitation, transformers and electrical transmission lines); (iii) electrical production, transmission and distribution facilities, including without limitation, overhead and underground transmission, distribution or collector lines, circuit breakers, meters, conduit, footings, cabling and wires; (iv) overhead and underground control, communications and radio relay systems; (v) interconnection and/or switching facilities, transformers and inverters; (vi) control boxes and computer monitoring hardware; (vii) utility installations; (viii) safety protection facilities; (ix) signs and fences; and (x) other onsite electric energy generation facilities, improvements, fixtures, machinery and equipment associated or connected with the generation, conversion, storage, switching, metering, step-up, step-down, transmission, interconnection, distribution, conducting, wheeling, sale or other use or conveyance of electricity to the Utility. For purposes of clarity, the roof space and/or the parking facilities of the Demised Premises, the Buildings, Shopping Center and/or Project will not constitute part of the REGS.

(b) Energy and Environmental Attributes. Landlord further agrees and acknowledges that Lessee is the exclusive owner of or have equitable ownership interests in (i) Energy generated by the REGS and (ii) all environmental attributes associated with or related to the ownership or operation of the System, (iii) except as otherwise provided herein, all Clean Energy Credits attributable to electric energy generated by the REGS in accordance with the VNMP Schedule, and (iv) all other energy or environmental products or financial incentives attributable to the REGS (collectively items (i) – (iv) hereinafter referred to as the "**Solar Energy Products**"). Without the express written consent of Lessee, which consent shall not be unreasonably withheld, conditioned or delayed, Landlord shall not make or publish any public statement or notice regarding any Solar Energy Product(s) relating to the REGS except as may be required to comply with applicable law (in which event Landlord will notify Lessee of such requirement prior to publishing any such public standard or notice). Notwithstanding anything herein to the contrary, and without limiting any of the provisions of this subsection (b), Lessee shall be entitled to own, claim and retain any and all federal, state or local tax benefits associated with the ownership of the REGS, including any federal income tax credits or grants, as well as any and all state and local incentives for the installation of renewable energy facilities or the production of Energy from renewable energy sources. Landlord shall have no right to sell, lease, assign, mortgage, pledge or otherwise alienate or encumber the REGS or any Solar Energy Products, except as may be expressly permitted by the terms of this Lease (including Exhibit H).

(c) Personal Property; Exclusive Net Metering Arrangement. Landlord acknowledges and agrees that Lessee, or any authorized Lessee affiliate (as determined by Lessee in its sole discretion and provided Lessee provides written notice of any such authorized Lessee affiliate together with such other information as Landlord may reasonably require), shall be the exclusive owner and operator of the REGS, and that all equipment comprising the REGS shall remain the personal property of Lessee and shall not become fixtures of the Shopping Center, notwithstanding the manner in which the REGS is or may be attached to any real property of Landlord, and Landlord shall have no right, title or interest in the REGS or any component thereof, notwithstanding that any such REGS may be physically mounted or adhered to the Building(s) and/or fixtures of the Shopping Center, except as may be provided in Section 3(e) below. Without the express written consent of Lessee, which consent may be

withheld at Lessee's sole but good faith discretion, during the Term of this Lease, Landlord shall not install, own and operate any onsite solar energy generating or storage facility on the roof of the Enclosed Mall portion of the Shopping Center, nor shall Landlord authorize any third party to install, own or operate an onsite (or offsite) energy generating or storage facility on the roof of the Enclosed Mall of the Shopping Center to supply electric energy to the Participating Tenants, Electing Tenants or Common Areas of the Shopping Center. Landlord further acknowledge and agrees that Lessee may finance the REGS and place a lien upon the REGS, provided such Lien is specifically limited to the REGS, the Interconnection Easement and Lessee's rights hereunder, upon the condition that all rights acquired by such Financing Party shall be subject to each and all of the covenants, conditions and restrictions set forth in the Lease, and to all rights and interests of Landlord therein, and otherwise subject to the terms and conditions of Exhibit H.

(d) Landlord's Ownership of New Roof and New LED Lighting. Notwithstanding the foregoing or any other provision to the contrary set forth herein, upon installation of the New Roof and New LED Lighting by Lessee in accordance with the provisions of this Lease, Landlord shall own the New Roof and New LED Lighting and all rights and warranties related thereto. The Parties agree to execute any documentation, including a bill of sale and assignment, as necessary to evidence such ownership.

(e) Landlord's Right to Purchase REGS. Notwithstanding the foregoing or any other provision to the contrary set forth herein, upon the expiration or any earlier termination of this Lease including in the event of any default by Lessee under this Lease (beyond any applicable cure period) and for a period not to exceed thirty (30) days after the date of such expiration or earlier termination, Landlord shall have the right, at Landlord's election and upon delivery of written notice to Lessee, to notify Lessee of Landlord's intent and to purchase the REGS and any related equipment or rights, including the Solar Energy Products and the Intangible REGS Property (collectively, the "**Solar Energy System**"), for their fair market value. The fair market value ("**FMV**") of the Solar Energy System shall mean the then market value of renewable energy generating systems which are comparable in size, capacity, quality and age to the Solar Energy System for commercial properties in the vicinity of the Shopping Center which are purchased in qualified arms-length transactions and shall be determined in accordance with Section 3(f) below. Promptly after Landlord's delivery of notice to Lessee of its election to purchase the Solar Energy System, Landlord and Lessee shall attempt to agree upon the FMV using their best good faith efforts. The covenants set forth in this Section 3(e) and 3(f) below shall survive the expiration or earlier termination of this Lease.

(f) Determination of Fair Market Value. If Landlord and Lessee fail to reach agreement on the FMV within twenty-one (21) days following Landlord's delivery of notice to Lessee of its election to purchase the Solar Energy System ("**Outside Agreement Date**"), then each Party shall make a separate determination of the FMV which shall be submitted to each other and to arbitration in accordance with the following items (i) through (vii):

(i) Landlord and Lessee shall each appoint, within ten (10) days of the Outside Agreement Date, one arbitrator who shall by profession be a current appraiser of comparable renewable energy generating systems for commercial properties in California, and who has been active in the solar photovoltaic industry over the last five (5) years. The determination of the arbitrators shall be limited solely to the issue of whether Landlord's or Lessee's submitted FMV is the closest to the actual FMV as determined by the arbitrators, taking into account the requirements of Section 3(e) above (*i.e.*, the arbitrators may only select Landlord's or Lessee's determination of FMV and shall not be entitled to make a compromise determination).

(ii) The two (2) arbitrators so appointed shall within five (5) business days of the date of the appointment of the last appointed arbitrator agree upon and appoint a third (3rd) arbitrator who shall be qualified under the same criteria set forth hereinabove for qualification of the initial two (2) arbitrators.

(iii) The three (3) arbitrators shall within fifteen (15) days of the appointment of the third (3rd) arbitrator reach a decision as to whether the parties shall use Landlord's or Lessee's submitted FMV, and shall notify Landlord and Lessee thereof.

(iv) The decision of the majority of the three (3) arbitrators shall be binding upon Landlord and Lessee.

(v) If either Landlord or Lessee fails to appoint an arbitrator within ten (10) days after the Outside Agreement Date, the arbitrator appointed by one (1) of them shall reach a decision, notify Landlord and Lessee thereof, and such arbitrator's decision shall be binding upon Landlord and Lessee.

(vi) If the two (2) arbitrators fail to agree upon and appoint a third (3rd) arbitrator, or both parties fail to appoint an arbitrator, then the appointment of the third (3rd) arbitrator or any arbitrator shall be dismissed and the matter to be decided shall be forthwith submitted to arbitration under the provisions of the American Arbitration Association, but subject to the instruction set forth in this Section 3(f).

(vii) The cost of arbitration shall be paid by Landlord and Lessee equally.

4. Installation.

(a) Installation Work. Notwithstanding anything to the contrary contained herein or Exhibit D, Lessee will as part of its initial installation of the REGS and other Work and at its sole cost and expense cause the following work to be completed in or on the Buildings and Common Areas, (i) install a new four-ply roof on the entire roof area of the Demised Premises, including the roof of the Enclosed Mall and the roofs of the adjacent Buildings currently as of the date hereof leased by Cinemark Movies 8, Ross Dress for Less, Sears and JC Penney (subject to Landlord obtaining approval from Cinemark Movies 8, Ross Dress for Less, Sears and JC Penney to install such new roof and the REGS on the roofs of such adjacent Buildings) and pursuant to a construction schedule approved by Landlord, Cinemark Movies 8, Ross Dress for Less, Sears and JC Penney as the case may be, and further provided that Lessee shall comply with the terms of such tenants' leases as they relate to the construction of the New Roof on such tenants' Buildings (the "New Roof"), (ii) install new LED lighting for all interior and exterior Common Areas (the "New LED Lighting"), (iii) install separate meters or submeters for all Participating Tenants, any Electing Tenants and the Common Areas (the "Submeters"), and (iv) complete any other Work (as defined in Exhibit D), all to be designed, engineered, installed and constructed pursuant to and in accordance with the Approved Plans, Construction Schedule and other siting and installation protocol established in Exhibit D. Notwithstanding anything contained in this Lease to the contrary, in accordance with Paragraph 3 of the siting and installation protocol established in Exhibit D, if the Parties fail to mutually agree on final construction plans and designs, and timing for construction, including engineering and aesthetic evaluations, on or before the date which is ninety (90) days following the Commencement Date, then Lessee and Landlord shall each have the right, but not the obligation, to terminate this Lease upon thirty (30) days written notice to the other Party. Upon the termination date established by Lessee or Landlord under this Section 4(a), neither Party shall have any further liability or obligation to the other Party, except with respect to any provisions which expressly survive termination as set forth herein.

(b) REGS Consent. Subject to the terms and conditions of this Lease, Landlord hereby consents to the construction of the REGS by Lessee on the Demised Premises, including, without limitation, solar photovoltaic panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment and utility interconnections, all in accordance with the Approved Plans and Construction Schedule set forth in Exhibit D. Lessee agrees and understands that Lessee assumes the risk of constructing, maintaining, operating and removing the REGS on any and all of Landlord's structures, buildings and fixtures within the Demised Premises. Prior to installation of the REGS, Lessee shall, at Lessee's sole cost and expense, retain a licensed engineer selected by Landlord, or a licensed engineer selected by Lessee and reasonably approved by Landlord, to perform a structural analysis of the Demised Premises, including the roofs of the Enclosed Mall and of the adjacent Buildings currently as of the date hereof Leased by Cinemark Movies 8, Ross Dress for Less, Sears and JC Penney (subject to Landlord obtaining approval from Cinemark Movies 8, Ross Dress for Less, Sears and JC Penney to install the REGS on the roofs of such adjacent Buildings), and any Access Areas or Restricted Access Areas and shall provide a copy of such report to Landlord. Any installation of the REGS shall conform to any recommendations or requirements set forth in such report. Lessee shall be responsible, as part of its installation Work and at its sole cost and expense, for ensuring that the roof load shall support the REGS and any other Work performed on the roof of the Buildings as may be permitted herein, including the cost of any reinforcement or other work that may be required to obtain sufficient roof load for support of the REGS and any other Work; provided, however, that Lessee shall not otherwise be responsible for any costs or expenses which relate solely to the discovery or existence of any physical condition already existing as of the date hereof with respect to the Buildings or Shopping Center prior to Lessee's entry thereon and not exacerbated or otherwise triggered as a result of Lessee's installation Work (as the same may be affected). Lessee acknowledges that it will rely on the engineer's professional opinion as it relates to the physical integrity of Landlord's structures, buildings and fixtures and the suitability of said structures, buildings and fixtures for construction, maintenance and removal of the System thereon. Lessee shall indemnify, protect, defend and hold Landlord, its agents and employees and other Landlord Indemnitees harmless from any and all claims of loss that result from Lessee's construction or maintenance of the REGS and other Work and the operation or removal of the REGS on Landlord's structures, buildings or fixtures, except (for the avoidance of doubt) to the extent that those claims of loss result from the negligence or willful misconduct of Landlord or its agents, representatives, employees. This indemnity shall survive the expiration or earlier termination of this Lease.

(c) Metering. Lessee shall install and maintain a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the REGS to the Utility. Lessee shall

install such meter in accordance with the Approved Plans. Lessee shall install Submeters for each Participating Tenant, Electing Tenants and for the Common Areas as set forth in Section 4(a) and shall maintain, repair and replace the same throughout the Term.

(d) As Built. Upon the completion of the installation of the REGS and all other Work by Lessee, Lessee shall provide Landlord with "as-built" drawings (both print and electronic versions) setting forth in detail the location of all components of the REGS and other Work.

(e) VNMP Administration. At all times during the Term, each Party shall perform its respective duties and obligations established and identified in Exhibit G attached hereto that details the establishment, administration and maintenance of the VNMP. In the event of any default by Lessee under this Lease or as administrator of the VNMP, in addition to all other rights and remedies of Landlord, Landlord shall have the right, at its option and upon delivery of thirty (30) days prior written notice to Lessee, to appoint another third party administer of the VNMP. In no event shall Lessee charge any processing or administrative fees in connection with Lessee's administration of the VNMP.

5. Compensation; Utilities.

(a) Rent. As of the Rent Commencement Date and during the remaining Term hereof, Lessee will pay to Landlord without prior notice, demand or offset, the following amounts (collectively, with any applicable sales tax):

i. \$45,000.00 (the "**Base Rent**" or, together with the Percentage Rent and any additional rent due under this Lease, the "**Rent**") per year paid in twelve (12) equal installments on a monthly basis, in advance on or before the first (1st) day of each calendar month during the Term. If the Term expires or terminates on a date that is not the last day of a calendar month, the last payment of monthly Base Rent shall be due on the last day of the Term, which amount shall be prorated on a daily basis. Throughout the Initial Term and any Renewal Terms, the Base Rent shall be increased by 2% on each anniversary of the Commencement Date.

ii. Five percent (5%) of Lessee's Gross Revenues (as defined below) derived from and attributable to the REGS (the "**Percentage Rent**"), which Percentage Rent shall be paid on a semi-annual basis on or before July 31st (with respect to the period from January 1st through June 30th), on or before January 31st (with respect to the period from July 1st through December 31st). For the purposes of this Lease, "**Gross Revenues**" shall mean (A) the actual gross revenues received by Lessee from the sale and delivery of Clean Energy Credits to Landlord, the Participating Tenants, the Electing Tenants and any other tenants/occupants of the Shopping Center or Project that may elect to enter into one or more Solar Service Participation Agreements, or by any licensee, concessionaire or other person in, at, from, or arising out of the use of the Demised Premises, including, but not limited to, revenues received from the administration of the VNMP and any sales of excess Energy to the Utility, less (B) an amount equal to any Lessee Utility Costs and any other Utility or related fees incurred by Lessee under this Lease or as part of administering the VNMP, but only to the extent such costs and fees are specifically listed on the attached Exhibit J, provided, however, that Lessee may update the costs and fees listed on Exhibit J by delivery of advance written notice to Landlord in the event such costs and fees are adjusted or changed as may be generally mandated by the California Public Utilities Commission. Together with such payment of Percentage Rent, Lessee shall deliver to Landlord a statement of Gross Revenues certified by an officer of Lessee for the applicable semi-annual payment period. If Landlord so requests, Lessee shall promptly provide Landlord with reasonable supporting documentation for such certified statement.

iii. Lessee shall submit to the Landlord a written statement of monthly Gross Revenues within thirty (30) days after the end of each calendar quarter during the Term, and a written annual statement of Gross Revenues, including a monthly breakdown of Gross Revenues certified by a certified public accountant or by a financial officer, owner or partner of Lessee, within thirty (30) days after the end of each calendar year of the Term. Each quarterly and annual statement will include, among the appropriate items, all deductions or exclusions used to calculate Lessee's Gross Revenues. For the second (2nd) and each subsequent time that Lessee fails to submit when due a quarterly or annual statement of Gross Revenues, Landlord will have the right, in addition to all other remedies set forth in this Lease, to (A) collect from Lessee the sum of One Thousand and No/100 Dollars (\$1,000.00) which will be deemed liquidated damages and not a penalty for administrative and overhead expenses resulting from such failure, and (B) estimate Lessee's Gross Revenues for any non-reported period and bill Lessee's Percentage Rent accordingly.

iv. Lessee shall keep for at least three (3) years full accurate books and records prepared in accordance with generally accepted accounting principles for the shopping center industry consistently applied ("**GAAP**") and adequate to support an audit of Gross Revenues, including detailed records of each exclusion or deduction made in determining Gross Revenues. Landlord will have the right during normal business hours, upon not less than ten (10) days' written notice to Lessee, to audit

such books and records. Such audit will be conducted by auditors of Landlord's choice. If the audit discloses a deficiency in the payment of Percentage Rent, then such deficiency shall become immediately due and payable with interest at the Landlord's default rate from the date such payment was due. In addition, if Lessee's statement for the pertinent year understated Gross Revenues by three percent (3%) or more, or if Lessee's Gross Revenues cannot be verified due to the insufficiency or inadequacy of Lessee's records, then Lessee shall pay the actual out-of-pocket costs of any audit performed by Landlord for the purpose of determining Lessee's Gross Revenues for such year. If the audit discloses an overpayment of Percentage Rent, then the excess will be credited against Lessee's obligation to pay Percentage Rent or other rent items or if the excess relates to the last year of the Term, Landlord shall refund such amount to Lessee less any amounts then due and owing to Landlord from Lessee.

(b) **Utilities.** Lessee shall pay at its sole cost and expense all electric, water, gas, telephone and other public utility charges in connection with the installation, operation, maintenance and removal of the REGS including any impact, hookup, origination, tap-in or similar fees ("**Lessee Utility Costs**"). Lessee Utility Costs will be paid for by Lessee promptly (but within ten (10) business days) upon invoice therefor, unless such utility usage by Lessee is separately metered, in which case Lessee shall pay directly to the appropriate utility company or governmental agency prior to delinquency and when otherwise due and payable. Such obligation shall survive the expiration or earlier termination of this Lease.

6. Roof Warranty and REGS Construction.

(a) **Roof Warranty.** Lessee shall not perform any action that voids, limits or otherwise adversely affects any existing roof warranty of any Buildings (other than with respect to the roof area of the Demised Premises due to the installation of the New Roof) and shall obtain a full roof warranty as may be required by Landlord in connection with installation of the New Roof (collectively, the "**Roof Warranty**"). Lessee shall obtain an industry standard roof warranty (substantially similar to the form of roof warranty attached hereto as Exhibit E in connection with the installation of the New Roof by Lessee as set forth in Section 4(a) and Lessee shall assign such roof warranty to Landlord or its designee upon installation of the New Roof. Lessee shall at all times comply with the terms of the Roof Warranty as it relates to the installation, inspection, maintenance and removal of the REGS. Subject to the terms hereof, Landlord hereby consents to the construction of the REGS. Landlord acknowledges that the installation of all or a portion of the REGS may require physically mounting and adhering the REGS to the roof of a Building of the Shopping Center and consents to such mounting or adhering, as applicable, subject to the terms hereof; provide the same does not void, limit or adversely affect any Roof Warranty.

(b) **Additional Inspections.** Landlord shall have the right, upon reasonable request to Lessee (provided that no request shall be required in the event of an emergency), to engage in additional, reasonably necessary roof inspections or maintenance as a result of any Lessee upgrades or modifications to the REGS. Lessee agrees to promptly reimburse Landlord for Landlord's actual and verified, out of pocket costs associated with said additional inspections or maintenance; provided the costs of any additional inspections shall be commercially reasonable. Lessee shall use reasonable precautions when making installations on the roof of the Enclosed Mall of the Shopping Center or any other Building(s) to which Lessee has rights as expressly set forth herein, and Lessee shall promptly repair any damage it causes to the parking facilities, roof and any installations thereon, or any other portions of the Shopping Center or Project.

(c) **No Liens.** Except as otherwise provided for in this Lease, Lessee shall keep the Demised Premises, the Buildings, the Shopping Center and Project free from any mechanic's, materialman's or other liens or encumbrances in connection with any work on or respecting the REGS, other Work or the Demised Premises or otherwise created by Lessee and shall defend, indemnify and hold Landlord and other Landlord Indemnitees harmless from and against any claims, liabilities, judgments, or costs (including attorneys' fees) arising out of the same or in connection therewith. Lessee shall remove any such lien or encumbrance, by bond, or otherwise, within twenty (20) days after receiving notice thereof, and if Lessee shall fail to do so Landlord may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof, and the amount so paid shall be reimbursed to Landlord by Lessee upon demand, without limiting other remedies available to Landlord under this Lease. Nothing contained in this Lease shall authorize Lessee to do any act which shall subject the Demised Premises, the Building(s), the Shopping Center or the Project or any portion thereof to any liens or encumbrances, whether claimed by operation of applicable law or by express or implied contract.

7. REGS Operation, Ownership and Use.

(a) Lessee shall commence to operate and keep the REGS in good working order by no later than the Outside Date set forth in Section 2(a)(ii) above and continuing thereafter through the

Term (as it may be extended). Lessee shall subject to the terms and conditions hereof further have the right from time to time during the Term:

- i. to maintain, clean, repair, replace and dispose of part or all of any REGS;
- ii. to add, move, modify or remove any part of the REGS, or any part thereof, in the Demised Premises;
- iii. to perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by Lessee and Landlord, to carry out the activities set forth in clauses i. and ii. of this Section.

Notwithstanding the foregoing or any provision to the contrary in this Lease, Lessee shall obtain Landlord's prior written approval prior to performing any upgrades, modifications, replacements, additions, removal or relocation of all or any part of the REGS or other Work (other than routine maintenance, cleaning and repairs), and Lessee shall perform such upgrades, modifications, replacements, removal or relocation in accordance with the plans and specifications approved by Landlord and shall provide Landlord with updated "as-built" drawings upon completion of such upgrades or modifications. In exercising its rights under this Section 7(a), Lessee shall use its best commercially reasonable efforts to minimize the scope and duration of any such work and agrees that such work shall be completed in accordance with a construction schedule approved in advance by Landlord.

(b) Inspection and Testing. Lessee shall inspect and test all meters including the Submeters installed by or on behalf of Lessee upon installation and at least once every five (5) years thereafter (or any more frequent periods as may be standard in the industry). Lessee shall provide Landlord with reasonable advance notice thereof (*i.e.*, not less than five (5) business days), and permit a representative of Landlord to witness and verify such inspections and tests; provided, however, that Landlord shall not unreasonably interfere with or disrupt the activities of Lessee and shall comply with all applicable reasonable safety standards provided to Landlord in advance. Upon request by Landlord, Lessee shall perform additional inspections or tests of any meters including the Submeters. The actual expense of any such requested additional inspection or testing shall be borne by Landlord, unless (i) upon such additional inspection or testing a meter or Submeter is found to register inaccurately by more than one percent (1.0%) above the actual usage amounts, (ii) a meter or Submeter is otherwise found to be faulty or in need of repair, or (iii) any tenant requests an inspection be performed on a meter or Submeter for its premises, in which event the expense of the requested additional inspection shall be borne by Lessee and paid within ten (10) days after written demand together with back-up documentation. Lessee shall provide copies of any inspection or testing reports to Landlord. If a meter fails to register, or if the measurement made by a meter is found upon testing to be inaccurate by more than one percent (1.0%) above the actual usage, an adjustment shall be made correcting all measurements by the inaccurate or defective meter for both the amount of the inaccuracy and the period of the inaccuracy, and Lessee shall recompute the amount due for the period of the inaccuracy using the corrected measurements. If any amount is due to either party or to any occupant of the Shopping Center or Project pursuant to a Solar Participation Agreement as a result of such recomputation, then such payment shall be made to the applicable party within thirty (30) days following Landlord's receipt of such recomputed figures.

(c) Roof/Parking Facility Repairs. If Landlord determines to conduct repairs or replacements to the Demised Premises, the Buildings, the Shopping Center, or Project, including the roofs or Common Areas thereof, but excluding if such repairs or replacements are due to any failure by Lessee to comply with the terms of this Lease or are otherwise caused by Lessee or the REGS or other Work (in which case Lessee shall be solely responsible for the costs thereof) (and further excluding any relocation described in Section 7(n) or due to a casualty or condemnation under Sections 12 and 13), and if removal or temporary relocation of a portion of a REGS is required and requested by Landlord in connection therewith, then Lessee must perform such removal or temporary relocation within seventy-two (72) hours of notice in the event of an emergency (*i.e.*, there is an imminent threat to human health or safety, or imminent risk to material property interests) and ten (10) business days if not an emergency; provided, however, Landlord shall reimburse Lessee for the actual out-of-pocket and verifiable costs to remove or temporarily relocate such portion(s) of the REGS which shall be paid by Landlord as a cash reimbursement within thirty (30) days after receipt of all invoices, applicable lien releases and other supporting documentation reasonably requested by Landlord. If Lessee fails to respond and take such remediation action(s) deemed reasonably necessary within the time periods set forth above, then Landlord will have the right to remove or temporarily relocate any portion of the REGS including in order to repair the roof or parking facilities and shall promptly reinstall same, at Lessee's cost and expense, upon completion of such repair. If Landlord removes or temporarily relocates a portion of a REGS because Lessee has failed to respond within the time specified in this Section, Landlord will not be liable to Lessee for any damage to the portion of the REGS so removed or relocated as long as Landlord has exercised a reasonable standard of care in performing the removal or relocation. Any removal or temporary relocation required by Landlord for reasons due to any failure by Lessee to comply with the terms of this Lease shall be at Lessee's cost and expense.

(d) **Roof Leaks.** Any roof leaks found on or within the Demised Premises or any Building(s) on which the roof leaks are located (and the immediate area outside the Demised Premises and such Building(s) on which the roof leaks are located) will be presumed to have been caused by the REGS unless otherwise reasonably discovered, identified or demonstrated to be caused by another party. All such work to repair any such roof leaks will be performed by Lessee using Landlord's roof contractor if required by Landlord or any other licensed roof contractor which is approved in writing by Landlord. Landlord will not be obligated to purchase or pay for any lost revenues attributable to the REGS while Lessee is repairing the roof leaks. Any removal and reinstallation of a portion of the REGS in order to complete such roof repair will be performed at Lessee's cost (except to the extent such repair is discovered, identified or demonstrated to be caused by another party). If such roof leaks are demonstrated to be caused by Lessee, Lessee will pay to repair any such roof leaks and will be liable for the damage to the premises of any of Landlord's tenants or occupants or the other tenants or occupants of the Project, including damage to merchandise in connection with such roof leaks. If Lessee fails to repair any roof leaks described in this Section 7(d), then in addition to all other rights and remedies of Landlord herein, Landlord shall have the self-help rights set forth in Section 9.

(e) **Right to Observe Work.** Landlord and its authorized representatives shall at all times have access to and the right to observe the installation of the Work, subject to compliance with Lessee's reasonable safety rules, but shall not interfere with the installation of the Work or handle any Lessee equipment or the REGS without written authorization from Lessee.

(f) **Access to Demised Premises.** During and after construction of the REGS or any other Work, at any time Lessee desires to access the Demised Premises, Lessee shall provide at least twenty-four (24) hours advance notice to Landlord so that Landlord can log such access in compliance with the Roof Warranty, and elect to have a representative accompany Lessee onto the roof of the Enclosed Mall or such other Buildings on which the REGS are located of the Shopping Center.

(g) **Governmental and Other Approvals and Permits.** Lessee will obtain at its own expense all third (3rd) party and governmental or other permits or approvals necessary for the construction, installation and operation of the REGS and other Work and shall operate and maintain the REGS in compliance with any applicable laws, rules, regulations and building codes relating thereto. Landlord hereby gives its consent to any reasonable action taken by Lessee (consistent with the terms of this Lease) in applying for any and all governmental or other approvals or permits Lessee reasonably finds necessary or desirable for the operation of the REGS, and Landlord, at no additional cost, expense or liability, agrees to join in any applications to the extent necessary promptly after Lessee's request. Lessee will carry out the activities set forth in this Lease in accordance with all applicable laws and in such a manner as will not unreasonably interfere with Landlord's or other tenants'/occupants' operation or maintenance. Lessee agrees that Lessee shall conduct and rely solely on its own due diligence and investigation with respect to the compliance of the Lessee's permitted use with all such applicable laws.

(h) **Permitted Use.** Lessee shall use the Demised Premises solely for the operation of the REGS for the benefit of Landlord, the Participating Tenants and Electing Tenants only, administration of the VNMP, and related uses, but for no other uses. Lessee shall not do or suffer or permit anything to be done in or about the Demised Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Shopping Center or Project or injure or annoy them or damage their property, or use or suffer or permit the REGS to be used for any immoral, unlawful or objectionable purpose, nor shall Lessee cause, maintain, suffer or permit any nuisance in, on or about the Shopping Center or Project, or commit or suffer to be committed any waste in, on or about the Demised Premises or the Shopping Center or Project.

(i) **Standards for Lessee's Work and Services.** The Work and services to be performed and/or provided by Lessee hereunder shall be performed in a safe, clean and first-class manner, consistent with the operation of the Shopping Center or the Project as a first-class retail shopping center. Further, the Work and any other work performed by Lessee hereunder shall be performed in compliance with the following requirements: (i) all national, state and local industry safety, transmission, installation, and material quality standards, (ii) all applicable laws, regulations and building codes.

(j) **Minimum Output Standard.** Lessee shall operate the REGS at all times consistent with industry standards and the operation of the Shopping Center and Project as a first-class retail shopping center, to provide an annual minimum output equal to at least one hundred percent (100%) of the annual scheduled output levels set forth on Exhibit K attached hereto. If such minimum output is not maintained for any consecutive twelve (12) month period during the Term (other than a period due to Force Majeure Delay), Lessee shall be in default under the terms of this Lease and Landlord shall have all of its rights and remedies set forth herein.

(k) **Compliance with Rules and Regulations; Recorded Documents and REA.** Lessee agrees to abide by and comply with such reasonable rules and regulations as may be adopted by Landlord from time to time for the safety, care, security, good order and cleanliness of the Building, the Shopping

Center and the Project (the "**Rules and Regulations**"), provided that any Rules and Regulations shall not; (i) materially and adversely interfere with Lessee's operation of the REGS; and (ii) shall be provided to Lessee by notice. Lessee agrees to abide by and comply with any covenants, conditions, restrictions and easements which are currently recorded against all or any part of the Shopping Center and/or the Project as may be amended or restated from time to time (collectively, the "**Recorded Documents**"), including that certain Amended and Restated Construction, Operation and Reciprocal Easement Agreement dated December 12, 1998 and recorded as Instrument No. 9919777 in the Official Records of Kings County, California (as may be amended or restated from time to time, the "**Restated REA**" or "**REA**"). Notwithstanding any other provision of this Lease, Landlord expressly reserves, on behalf of Landlord and any owners, tenants or other parties with rights under the Recorded Documents, the right to restrict or modify the Demised Premises, Interconnection Agreement or any other rights granted under this Lease in a manner consistent with the Recorded Documents and to enforce any rights or remedies under the Recorded Documents; provided, however, that after the date of this Agreement, Landlord agrees as follows: (a) Landlord shall not agree to or execute any new amendment to the REA that would materially and adversely restrict or modify the Demised Premises or Interconnection Agreement, materially or adversely interfere with the operation of the REGS by Lessee in accordance with this Lease, or materially and adversely affect any rights explicitly granted under this Lease to Lessee, and (b) Landlord shall use commercially reasonable efforts to obtain any necessary approval(s) pursuant to the Restated REA from any party to the Restated REA (1) for any utility easements to the extent necessary to effect the Interconnection Easement or for Lessee to gain access to the Access Areas and with respect to other rights expressly granted to Lessee herein, and (2) to enable Lessee the authority and control over the design and installation of the REGS on the Demised Premises as contemplated herein, subject to the terms and conditions of this Lease. Further, Landlord agrees that Lessee shall be entitled to the same notice and other beneficial conditions expressly set forth in the Restated REA which Landlord actually receives or is entitled to receive with respect to any additional improvement plans, as well as any utility or other easements approved by another party to the Restated REA related to this Lease and which may be required to be relocated under the terms and conditions of the Restated REA. Notwithstanding any other provision of this Lease, to the extent any approval is required under the Restated REA for Lessee to perform any of its obligations under this Lease, Lessee shall not be required to perform any such obligation unless and until such approval is obtained by Landlord.

(l) No Interference. As of the date of this Lease, Lessee shall not do or permit anything to be done in or about the Buildings, the Shopping Center or the Project that will in any way obstruct or interfere with the existing operation of the Buildings, the Shopping Center or the Project or the existing rights of tenants, or other licensees or occupants of the Building, the Shopping Center or the Project. Landlord shall have the right to require Lessee to immediately discontinue all or any portion of Lessee's work or services in the Building and/or the Shopping Center in the event of any such interference, as determined in Landlord's reasonable and good faith judgment. As of the date of this Lease, Lessee will cooperate in good faith with other licensees and tenants to resolve any interference issues, and Landlord shall have no liability in connection therewith.

(m) Entry by Landlord. Landlord reserves the right at all reasonable times and without notice to Lessee to enter the Restricted Access Areas, Access Areas and Demised Premises, to (i) inspect such areas; (ii) show such areas to prospective purchasers, mortgagees or licensees, or to current or prospective mortgagees, ground or underlying lessors or insurers; (iii) post notices of nonresponsibility; or (iv) alter, improve or repair such areas or the Building, or for structural alterations, repairs or improvements to the Building or the Building's systems and equipment or any other portion of the Shopping Center or Project. No provision of this Lease shall be construed as obligating Landlord to perform any repairs, alterations or decorations.

(n) Redevelopment of Shopping Center/Project. Notwithstanding anything to the contrary contained herein, if Landlord desires to redevelop, modify, remodel, or in any way alter the Shopping Center or the Project or any improvements thereon ("**Redevelopment**"), Landlord may do so and shall in good faith use its commercially reasonable efforts to fully accommodate Lessee's continuing use of the Demised Premises. If both Parties determine in good faith that the Redevelopment reasonably necessitates permanent relocation of the REGS, then Landlord shall have the right, subject to the following provisions of this Section 7(n), to relocate the REGS, or any part thereof, to an alternate location at the Shopping Center or the Project – it being agreed that such alternate location for the REGS may to the extent permitted by applicable governmental authorities be located on the roof of any newly constructed building, provided the structural capacity of the roof of such new building is sufficient for the same) (the "**Relocation Premises**"), provided, however, that: (i) Landlord may only relocate Lessee after the initial five (5) year period of the Initial Term and only one time during each ten (10) year period thereafter of the Term of this Lease; (ii) Landlord must give Lessee not less than six (6) months written notice prior to such relocation; (iii) if such relocation occurs during the Initial Term only, then all actual out-of-pocket and verifiable costs and expenses associated with or arising out of such relocation (including, without limitation, approval and permitting costs) shall be paid by Landlord as a cash reimbursement within thirty (30) days after receipt of all invoices, applicable lien releases and other supporting documentation reasonably requested by Landlord– however, if such relocation occurs during

any Renewal Term, then Lessee shall be solely responsible for the costs and expenses associated with or arising out of such relocation (including, without limitation, approval and permitting costs) – but in either such case, if such Relocation Premises is located on the roof of any newly constructed building, Lessee shall not be charged any “rent” in addition to the Base Rent and Additional Rent herein attributable to the use of such rooftop; (iv) such relocation shall be performed exclusively by Lessee or its agents in accordance with plans and specifications and construction schedule approved by Landlord; (v) Lessee shall receive an abatement of all Base Rent and Percentage Rent for any period during which the REGS are actually inoperable and not utilized by Lessee during the relocation provided that Lessee uses commercially reasonable efforts to diligently and continuously proceed with and perform such relocation as expeditiously as possible, and (vi) such relocation shall not result in a permanent, material and adverse interference with Lessee’s permitted use. Landlord shall exercise its relocation right by delivering written notice to Lessee pursuant to this Lease and shall identify in the notice the proposed Relocation Premises in the Shopping Center or the Project. If, in Lessee’s judgment, no suitable Relocation Premises can be identified in the Shopping Center or the Project, then Landlord shall nevertheless be permitted to exercise its relocation right under this Section 7(n) but Lessee shall have the right to terminate this Lease upon written notice to Landlord, without penalty or further obligation.

8. Maintenance of REGS.

(a) Lessee shall at its sole cost and expense keep and maintain the Demised Premises, including the roof space, Access Areas and any Restricted Access Areas, in a neat and clean order and the REGS in first class good condition and repair at all times during the Term, normal wear and tear and damage from casualty excepted. Lessee shall maintain and repair at its sole cost and expense all areas of the roof or parking facilities of the Shopping Center where the REGS and related equipment comes into contact with the roof or parking facilities, so that the roof remains air and water tight and the parking facilities remain in good and usable condition. Lessee shall be responsible for the cost of all repairs caused by the REGS as well as for any damage, including without limitation, to the Buildings, Shopping Center or Project, merchandise of any tenants or occupants or property of any individuals at the Shopping Center or Project caused by Lessee's Work or other work relating to the REGS.

(b) Landlord agrees, for itself and for parties under its control, that it will not interfere with or handle the REGS, perform maintenance on the REGS or the Demised Premises or undertake other activities that are reasonably likely to damage, impair or otherwise adversely affect the REGS or its function without prior authorization from Lessee unless: (i) otherwise necessary for the protection of the interests of Landlord or its lessees/occupants at the Shopping Center or Project, provided that Landlord will use commercially reasonable efforts to provide Lessee with at least twenty-four (24) hours prior notice of same or (ii) in the event of an emergency in which case Landlord will give such notice as is practicable under the circumstances. Landlord (without any duty of inspection or care, which are hereby disclaimed) and Lessee each shall immediately notify the other party upon the discovery of an emergency condition with regard to the REGS or in the Demised Premises. If an emergency condition exists, Lessee shall promptly dispatch the appropriate personnel immediately to perform the necessary repairs or corrective action in an expeditious and safe manner. Subject to all of the conditions, terms and provisions contained in this Lease, Landlord covenants that Lessee, upon observing and keeping all terms, covenants, agreements, limitations and conditions hereof on its part to be kept, shall quietly have and enjoy the Demised Premises during the Term, without hindrance or molestation by Landlord or those claiming by, through or under Landlord.

(c) Lessee shall not do or suffer or permit anything to be done in or about the Demised Premises, Restricted Access Areas, or Access Areas, nor bring or keep anything therein, which would in any way subject Landlord to any liability, create a risk of injury to persons or property, increase the premium rate of or affect any fire, casualty, liability, rent or other insurance, or cause a cancellation of, or give rise to any defense by the insurer to any claim under, or conflict with, any policies for such insurance. If any act or omission of Lessee results in any such increase in premium rates, Lessee shall pay to Landlord upon demand the amount of such increase.

9. Landlord Self-Help. In addition to Landlord's rights of self-help set forth elsewhere in this Lease or available at law or in equity and other rights and remedies of Landlord set forth herein, if Lessee at any time fails to perform any of its obligations under this Lease in a manner reasonably satisfactory to Landlord, Landlord shall have the right, but not the obligation, upon giving Lessee at least ten (10) days' prior written notice of its election to do so (except in the event of an emergency when no prior notice shall be required or upon giving Lessee at least two (2) days' prior written notice in the event of any roof leak), to perform such obligations on behalf of and for the account of Lessee and to take all such action necessary to perform such obligations without liability to Lessee for any loss or damage which may result to Lessee's business or the REGS by reason of such repairs. In such event, Landlord's costs and expenses incurred therein shall be paid for by Lessee as additional rent forthwith upon demand therefor, with interest thereon from the date Landlord performs such work bearing interest at the lesser of eight percent (8%) per annum, compounding monthly, or the maximum rate permissible under any

applicable usury laws, from the date of demand. The performance by Landlord of any such obligation shall not constitute a release or waiver of Lessee therefrom.

10. Insurance. Lessee covenants and agrees that from and after the date upon which Lessee or Lessee's contractors enter or occupy the Shopping Center or Project or any portion thereof, Lessee will carry and maintain, at its sole cost and expense, the types of insurance, in the amounts specified and in the form hereinafter provided for, as set forth on Exhibit F.

11. Subrogation. Landlord and Lessee and all parties claiming, by, through or under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by property insurance maintained or required to be maintained by such Party on the Demised Premises, the Buildings, the Shopping Center, the Project or in connection with property on or activities conducted on or about the Demised Premises, the Shopping Center or the Project (and which such waiver shall apply to any self-insurance or self-insured retentions maintained by the Parties hereunder), and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof and further agree to evidence such waiver by endorsement to the required or otherwise maintained insurance policies, provided that such release shall not operate in any case where the effect is to invalidate such insurance coverage.

12. Casualty. If the Demised Premises or any portion thereof necessary for Lessee's operation of the REGS is damaged during the Term of this Lease by any casualty, then Landlord may, in its sole discretion (and without obligation), repair or rebuild the Buildings and restore the Demised Premises (not including the REGS) to substantially the condition in which the Demised Premises were immediately prior to such destruction. Landlord shall provide written notice to Lessee, within ninety (90) days from the date of such casualty, detailing whether or not Landlord will rebuild or repair the Buildings and restore the Demised Premises. If Landlord elects not to restore the Demised Premises, then this Lease will terminate upon notice to Lessee of Landlord's election. Notwithstanding the foregoing, if the Demised Premises are damaged to the extent that it would take, in Landlord's reasonable judgment, more than one hundred eighty (180) days to repair after Landlord obtains all necessary permits for the same, then Landlord may terminate this Lease upon written notice to Landlord.

13. Condemnation. In the event of a condemnation or other taking by any governmental agency of the Demised Premises or any portion thereof necessary for the operation of the REGS, this Lease will terminate on the date the condemning authority takes possession of the Demised Premises. The award for the Buildings (including the Demised Premises), the Shopping Center and Project shall be paid to Landlord, except that Lessee shall have the right to assert a separate claim against the condemning authority in a separate action, for (i) moving and relocation expenses, (ii) business interruption and (iii) any improvements paid for by Lessee under this Lease, provided such claim by Lessee does not diminish Landlord's claim in any manner.

14. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure labor or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, fire or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the party delayed in performing work or doing acts required under the terms of this Lease and any period of delay by a governmental agency which causes the permit for the installation of the REGS and other Work to be issued later than four (4) months after Lessee's submittal of Approved Plans and all completed applications and all other items required to obtain such permit (each, a "Force Majeure Delay"), then performance of such act shall be excused for the period of a Force Majeure Delay and the period for the performance of any such act shall be extended for a period equivalent to the period of a Force Majeure Delay. The Party rendered unable to fulfill any obligation by reason of a Force Majeure Delay shall take all commercially reasonable action necessary to remove such inability with all due speed and diligence and in the event of any permit delays, Lessee shall keep Landlord reasonably informed of its progress. The provisions of this Section shall not operate to excuse Lessee from prompt payment of Rent or any other payments required by the terms of this Lease and shall not extend the Term. Delays or failures to perform resulting from lack of funds shall not be deemed delays beyond the reasonable control of a party.

15. Taxes. Lessee shall pay all taxes (including, real estate and personal property taxes, rental tax, possessory interest taxes, business and license taxes and fees, service payments in lieu of such taxes or fees, annual and periodic license and use fees, excises, assessments, bonds and levies), fees and charges of any kind which are assessed, levied, charged, confirmed, or imposed by any governmental authority due to Lessee's occupancy and use of the Demised Premises (or any portion or component thereof) or the ownership and use of the REGS thereon, including without limitation any increase in the assessed value of the Buildings or the Shopping Center attributable to or assessed upon the REGS. Landlord shall reasonably cooperate with Lessee at no out-of-pocket cost to Landlord in assisting Lessee in obtaining and maintaining any applicable abatements with respect to such taxes, fees or charges.

16. Liability and Indemnity.

(a) Lessee shall indemnify, protect, defend and hold harmless Landlord and its permitted successors and assigns and their respective affiliates, directors, officers, members, shareholders, employees (collectively, the "**Landlord Indemnitees**") from and against any damage, loss, liability, claim, demand, lawsuit, or action of any kind for injury to or death of persons, including, but not limited to, employees of Lessee or Landlord, and damage or destruction of property, including, but not limited to, property of Lessee, any utility company or Landlord, or other loss or damage incurred by Landlord, arising out of (i) acts or omissions or willful misconduct of Lessee, its agents, officers, directors, employees or contractors; or (ii) the breach by Lessee of any of its obligations under this Lease. The obligation to indemnify shall extend to and encompass all costs incurred by Landlord and any Landlord Indemnitees in defending such claims, demands, lawsuits or actions, including, but not limited to, reasonable attorney, witness and expert witness fees, and any other litigation related expenses. Lessee's obligations hereunder shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of Landlord (but subject to waivers set forth in Section 11 above), the Landlord Indemnitees, or their respective contractors, successors or assigns.

(b) Landlord shall indemnify, protect, defend and hold harmless Lessee and its permitted successors and assigns and their respective affiliates, directors, officers, members, shareholders and employees (the "**Lessee Indemnitees**") from and against any damage, loss, liability, claim, demand, lawsuit, or action of any kind for injury to or death of persons, including, but not limited to, employees of Lessee or Landlord, and damage or destruction of property, including, but not limited to, property of either Lessee or Landlord, or other loss or damage incurred by Lessee, arising out of: (i) negligent acts or omissions or willful misconduct of Landlord, its agents, officers, directors, employees or contractors; or (ii) the breach by Landlord of any of its obligations under this Lease. The obligation to indemnify shall extend to and encompass all costs incurred by Lessee and any Lessee Indemnitee in defending such claims, demands, lawsuits or actions, including, but not limited to, reasonable attorney, witness and expert witness fees, and any other litigation related expenses. Landlord's obligations hereunder shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of Lessee, the Lessee Indemnitees, or their respective contractors, successors or assigns.

(c) The indemnities contained in this Section 16 shall survive the expiration or earlier termination of this Lease. Neither Party will be liable for consequential, incidental, punitive, special exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or under contract under any indemnity provision or otherwise: provided, however, that in no event will the foregoing limitations of liability be applied to limit the extent of the liability of Lessee in connection with a holding over in the Demised Premises after the Term of this Lease.

17. Assignment.

(a) Except as provided in this Section, Lessee shall not have the right to assign, sublease or pledge any of its rights, duties or obligations under this Lease to any entity or person without the prior written consent of Landlord, which shall not be unreasonably withheld by Landlord. No such assignment shall be deemed the acceptance of the assignee, Lessee or occupant, as Lessee, or a release of Lessee from the further performance by Lessee of Lessee's obligations under this Lease. Any assignment or sublease consented to by Landlord shall not relieve Lessee (or its assignee or subtenant) from obtaining Landlord's consent to any subsequent assignment or sublease. Notwithstanding anything contained in this Lease to the contrary, Lessee shall have the right, without the necessity of obtaining Landlord's consent but upon at least thirty (30) days' prior notice, to assign this Lease (i) to the parent, a wholly owned subsidiary or an affiliate of Lessee, or in the event of (ii) a merger or consolidation of Lessee and another corporation or legal entity, or (iii) a sale of all or substantially all of the stock, or assets of Lessee; provided that (A) Lessee is not in default under this Lease beyond any applicable cure period, (B) the assignee's primary business is the providing of solar energy and administration of virtual net metering, (C) the assignee assumes in writing the full obligations on the part of the lessee under this Lease, and (D) the assignee is of good credit and reputation in the business community and shall have a net worth of at least that of Lessee as of the date of this Lease and otherwise sufficient to perform the obligations of Lessee hereunder (as determined by Landlord), provided that in determining the net worth of the assignee the fair market value of the REGS and any other assets of the assignee shall be taken into account. Upon Lessee's submission of a request for Landlord's consent to any such transfer, Lessee shall pay to Landlord Landlord's then standard processing fee and reasonable attorneys' fees and costs incurred in connection with the proposed transfer, which the parties hereby stipulate to be One Thousand Five Hundred and No/100 Dollars (\$1,500.00), unless Landlord provides to Lessee evidence that Landlord has incurred greater costs in connection with the proposed transfer. Landlord shall have no liability to Lessee or to any proposed transferee for damages if it is adjudicated that Landlord's consent has been unreasonably withheld and such unreasonable withholding of consent constitutes a breach of this Lease or other duty to Lessee, the proposed transferee or any other person on the part of Landlord. In such event, Lessee's sole remedy shall be to have the proposed transfer declared valid as if Landlord's consent had been duly and

timely given (although Lessee shall be entitled to reasonable attorneys' fees if it is determined to be the prevailing party in such litigation). Lessee hereby specifically waives its rights under California Civil Code Section 1995.310 (and any successor provision) and agrees that the rights of Lessee for failure of Landlord to consent to a transfer shall be governed by this Section.

(b) Lessee Financing. Notwithstanding anything in the foregoing to the contrary, Lessee shall be permitted to assign this Lease and/or the REGS as collateral security in connection with any financing of the REGS, subject to the terms and conditions set forth in Exhibit H. In the event Lessee obtains such financing, Lessee shall notify Landlord of the identity of such financing party and the terms and conditions set forth in Exhibit H shall apply with respect thereto. Notwithstanding any provision to the contrary herein or in Exhibit H, Landlord shall not be required to subject its fee estate and interest in the Demised Premises or Shopping Center or any portion of the Project to the lien of any leasehold financing or mortgage sought or obtained by Lessee.

(c) Landlord. Landlord may assign its interest in any portion of the Shopping Center (including the Demised Premises, Restricted Access Areas and Access Areas), provided, however, any such assignment shall be subject to this Lease. Provided a transferee of Landlord's interest in the Demised Premises has assumed in writing all of the obligations of Landlord under this Lease and Landlord has notified Lessee of said transfer, no owner of the Demised Premises, whether or not named herein, shall have liability hereunder accruing after it ceases to hold title to the Demised Premises. No officer, director, manager, member, shareholder, partner or principal of Landlord, whether disclosed or undisclosed, shall be under any personal liability with respect to any of the provisions of this Lease.

18. Lessee Default. If any one or more of the following events (a "Lessee Default") shall happen:

(a) if a default shall be made in the due and punctual payment of any rent or other sums due hereunder within five (5) days after notice thereof to Lessee;

(b) if default shall be made by Lessee in the breach of any representation or warranty of Lessee herein, or in the performance of or compliance with any of the covenants and agreements of this Lease (including, but not limited to any act or omission by Lessee that causes a termination of the Roof Warranty) other than those referred to in the foregoing subsection (a), that is not cured within thirty (30) days after written notice thereof from Landlord to Lessee (provided, that if Lessee proceeds with due diligence during such thirty (30) day period to cure such default and is unable by reason of the nature of the work involved to cure the same within the said thirty (30) days, such thirty (30) day period shall be extended by the time reasonably necessary to cure the same);

(c) if Lessee becomes insolvent or makes an assignment of rights or property for the benefit of creditors or files for or has bankruptcy proceedings instituted against it under the Federal bankruptcy law of the United States or other competent jurisdiction (a "Bankruptcy Event"); or

(d) or if Lessee shall vacate or abandon the Demised Premises (for purposes of this Lease, Lessee shall be deemed to have "vacated" or "abandoned" the Demised Premises if no development, construction, installation, operation, use, maintenance or electric generation activities with respect to the REGS have occurred at the Demised Premises for a period of two (2) consecutive months), as such period shall be extended due to a Force Majeure Delay,

(e) Upon any such event, Landlord at any time thereafter may give written notice to Lessee specifying such Lessee Default and terminate this Lease or exercise any other rights or remedies Landlord may have under this Lease, at law or equity including, without limitation, the following: (i) Landlord may recover damages available at law or in equity from Lessee with respect to the period prior to termination of this Lease; and (ii) following a termination of this Lease, Landlord may (x) recover damages available at law or in equity from Lessee based upon unpaid rent or other charges for the balance of the Term or (y) reenter the Demised Premises or any part thereof, and expel or remove Lessee, using such means provided by law. In addition, if Lessee causes or contributes to a material interruption in the operation of the REGS and is unable to remedy such interruption in the period required herein, Landlord's damages hereunder shall include an amount equal to the actual additional costs for electrical service incurred by Landlord and Participating Tenants as a result thereof. No termination of this Lease resulting from a Lessee Default shall relieve Lessee of its liability and obligations under this Lease, and such liability and obligations shall survive any such termination.

19. Landlord Default. If any one or more of the following events (a "Landlord Default") shall happen: a default shall be made by Landlord in the breach of any representation or warranty of Landlord herein, or in the performance of or compliance with any of the covenants and agreements of this Lease, and such default shall continue for a period of thirty (30) days after written notice thereof from Lessee to Landlord (provided, that if Landlord proceeds with due diligence during such thirty (30) day period to cure such default and is unable by reason of the nature of the work involved to cure the same

within the said thirty (30) days, such thirty (30) day period shall be extended by the time reasonably necessary to cure the same), then and in any such event, Lessee at any time thereafter may pursue as its sole remedies an action for its actual damages or for specific performance. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS LEASE, IN THE EVENT LANDLORD IS IN BREACH OR DEFAULT WITH RESPECT TO LANDLORD'S OBLIGATIONS OR OTHERWISE UNDER THIS LEASE, LESSEE SHALL LOOK SOLELY TO THE AMOUNT OF EQUITY THAT LANDLORD HAS IN THE BUILDING(S) WHERE THE DEMISED PREMISES ARE LOCATED FOR THE SATISFACTION OF LESSEE'S REMEDIES AND THE RENTS, INSURANCE PROCEEDS AND OTHER INTEREST THEREFROM. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT LANDLORD'S LIABILITY UNDER THE TERMS, COVENANTS, CONDITIONS, WARRANTIES AND OBLIGATIONS OF THIS LEASE SHALL IN NO EVENT EXCEED THE AMOUNT OF LANDLORD'S EQUITY INTEREST IN THE BUILDING(S) WHERE THE DEMISED PREMISES ARE LOCATED.

20. Notices/Rent Payment Address. Any notice or communication required, permitted, or contemplated hereunder shall be delivered in writing, addressed to the Party to be notified at the address set forth below or at such other address or addresses as a Party may designate for itself from time to time by written notice hereunder, and delivered by (i) hand delivery, (ii) nationally recognized overnight courier, or (iii) registered or certified mail, return receipt requested. Any notice or communication so delivered shall be deemed duly given on the earliest of (1) the actual date received, (2) the first (1st) business day following the day of depositing such communication with a nationally recognized overnight courier with next day delivery specified or (3) the third (3rd) business day following the day of mailing if mailed by registered or certified mail, return receipt requested.

Landlord:

PASSCO Hanford Mall, LLC
c/o Hanford Mall
1675 West Lacey Boulevard
Hanford, CA 93230
(559) 583-1200 Telephone
(559) 583-1288 Facsimile
Attn: General Manager

With a copy to:

PASSCO Hanford Mall, LLC
c/o PASSCO Management Services, LP, Inc.
2050 Main Street, Suite 650
Irvine, California 92606
Attention: Asset Manager/ Hanford Mall
(949) 442-1000 Telephone
(949) 442-2460 Facsimile
Attn: Asset Manager/Hanford Mall

Landlord's Rent Payment Address:

Passco Hanford Mall, LLC
P.O. Box 944215
Cleveland, OH 44194

Lessee:

Blue Sky Utility LLC
P.O. Box 5571
Napa, CA 94581
Attention: Barend Venter
Phone: (707) 266-4354
Email: barend@blueskyutility.com

With a copy to:

Blue Sky Utility LLC
P.O. Box 5571
Napa, CA 94581
Attention: Ran Bujanover
Phone: (415) 513-2707
Email: ran@blueskyutility.com

21. Intentionally deleted.

22. Environmental Matters.

(a) "Contamination" as used herein means the presence of or release of Hazardous Substances (as hereinafter defined) into any environmental media from, upon, within, below, into or on any portion of the Buildings, Shopping Center or Project so as to require remediation, cleanup or investigation under any applicable Environmental Law (as hereinafter defined).

(b) "Environmental Laws" as used herein means all federal, state, and local laws, regulations, orders, permits, ordinances or other requirements, which exist now or as may exist hereafter, concerning protection of human health, safety and the environment, all as may be amended from time to time including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. ("CERCLA") and the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. ("RCRA").

(c) "Hazardous Substances" as used herein means any hazardous or toxic substance, material, chemical, pollutant, contaminant or waste as those terms are defined by any applicable Environmental Laws and any solid wastes, polychlorinated biphenyls, urea formaldehyde, asbestos, radioactive materials, radon, explosives, petroleum products and oil.

(d) Lessee covenants that all its activities (including without limitation the activities of Lessee's officers, directors, agents, contractors and employees (collectively "Lessee's Affiliates")) on the Buildings, Shopping Center or Project during the Term (and including the REGS Removal Period and any period of time during which Lessee is in possession of the Demised Premises prior to the Commencement Date) will be conducted in compliance with Environmental Laws. Lessee, at Lessee's sole cost and expense, shall be responsible for obtaining all permits or licenses or approvals under Environmental Laws necessary for Lessee's operation of its business on the Demised Premises and shall make all notifications and registrations required by any applicable Environmental Laws. Lessee, at Lessee's sole cost and expense, shall at all times comply with the terms and conditions of all such permits, licenses, approvals, notifications and registrations and with any other applicable Environmental Laws.

(e) Lessee shall not cause or permit any Hazardous Substances to be brought upon, kept or used in or about the Buildings, Shopping Center or Project without the prior written consent of Landlord, which consent shall not be unreasonably withheld; provided, however, that the consent of Landlord shall not be required for the use at the Demised Premises of cleaning supplies, toner for photocopying machines and other similar materials, in containers and quantities reasonably necessary for and consistent with normal and ordinary use by Lessee in the routine operation or maintenance of the REGS. For purposes of this Section, and without limitation of the foregoing, Landlord shall be deemed to have reasonably withheld consent if Landlord determines that the presence of such Hazardous Substance within the Demised Premises could result in a risk of harm to person or property or otherwise negatively affect the value or marketability of any portion of the Buildings, Shopping Center or Project.

(f) Lessee shall not cause or permit the release of any Hazardous Substances by Lessee or Lessee's Affiliates into any environmental media such as air, water or land, or into or on the Buildings, Shopping Center or Project in any manner that violates any Environmental Laws. If such release shall occur, Lessee shall, at Lessee's cost (i) take all steps reasonably necessary to contain and control such release and any associated Contamination, (ii) investigate, and clean up or otherwise remedy such release and any associated Contamination to the extent required by, and take any and all other actions required under, applicable Environmental Laws and (iii) notify and keep Landlord reasonably informed of such release and response.

(g) Regardless of any consents granted by Landlord pursuant to this Section allowing Hazardous Substances upon the Demised Premises, Lessee shall under no circumstances whatsoever cause or permit (i) any activity on the Demised Premises which would cause the Demised Premises to become subject to regulation as a hazardous waste treatment, storage or disposal facility under RCRA or the regulations promulgated thereunder, (ii) the discharge of Hazardous Substances into the storm sewer system serving any portion of the Buildings, Shopping Center or Project, or (iii) the installation of any underground storage tank or underground piping on or under the Demised Premises.

(h) Lessee shall and hereby does protect, defend, indemnify Landlord and hold Landlord and Landlord Indemnitees harmless from and against any and all expense, loss, claims, actions and liability suffered by Landlord (except to the extent that such expenses, losses, and liabilities arise solely out of Landlord's own negligence or willful act), by reason of the storage, generation, release, handling, treatment, transportation, disposal, or arrangement for transportation or disposal, of any Hazardous Substances (whether accidental, intentional, or negligent) by Lessee or Lessee's Affiliates or by reason of Lessee's breach of any of the provisions of this Section. Such expenses, losses and liabilities shall include, without limitation, (i) any and all expenses that Landlord may incur to comply with any

Environmental Laws; (ii) any and all costs that Landlord may incur in studying or remedying any Contamination; (iii) any and all costs that Landlord may incur in studying, removing, disposing, remediating or otherwise addressing any Hazardous Substances; (iv) any and all fines, penalties or other sanctions and any liens or claims, including but not limited to natural resource damages claims, assessed upon Landlord; and (v) any and all legal and professional fees and costs incurred by Landlord in connection with the foregoing. The indemnity contained herein shall survive the expiration or earlier termination of this Lease.

23. Representations, Warranties, and Covenants of Landlord. Landlord hereby represents, warrants and covenants to Lessee, as of the Commencement Date, as follows:

(a) Authorization; Enforceability. The execution and delivery by Landlord of, and the performance of its obligations under, this Lease 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 Landlord or any valid order of any court, regulatory agency or other body having authority to which Landlord is subject. This Lease constitutes a legal and valid obligation of Landlord, enforceable against Landlord 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 at law or in equity.

(b) Title. Landlord represents that based upon an owner's policy of title insurance dated November 26, 2003 issued by Chicago Title Insurance Company as Policy No. 1048320-1 Landlord obtained for the Shopping Center it is the current fee owner of the Demised Premises. Landlord has provided a copy of such title policy to Lessee and Lessee shall be responsible for ordering at Lessee's sole cost any updated title report as may be deemed necessary or appropriate by Lessee.

(c) REA. Landlord represents that the performance of Landlord and Lessee's obligations under this Lease do not currently require the consent or approval by any party under the terms of the Restated REA, and that if any consent or approval is required at any time that Landlord will use its commercially reasonable efforts to obtain any such consent or approval under the terms of the Restated REA, including using reasonable efforts to obtain any necessary consent or approval from any party to the Restated REA that may be required pursuant Sections 3.2 and 3.3 of the Restated REA prior to Lessee's commencement of construction of the REGS (and if approval is required under the Restated REA for Lessee to perform any obligation hereunder, Lessee shall not be required to perform such obligation until such approval is obtained in accordance with Section 7(k)). In furtherance of the foregoing, Landlord agrees to deliver a copy to any such party to the Restated REA of the Preliminary Drawings and Construction Drawings prepared by and submitted to Landlord by Lessee as set forth in Exhibit D attached hereto as may be required to obtain any such consent or approval. Landlord shall copy Lessee on any request for approval made by Landlord under the Restated REA.

(d) Hazardous Substances. Landlord represents that to the actual knowledge of Landlord's property manager and without duty of investigation or inquiry that as of the date of this Lease the Demised Premises do not contain Hazardous Substances which would cause the Demised Premises or Shopping Center to be in violation of applicable environmental regulations existing and in effect as of the date of this Lease. Landlord covenants that it shall indemnify, protect, defend and hold Lessee harmless from and against any and all claims, judgments, damages, penalties, fines, costs or losses which may be imposed upon, incurred by, asserted or awarded against Lessee as a result of the breach by Landlord of the representations made in the preceding sentence.

24. Representations, Warranties, and Covenants of Lessee.

(a) Authorization; Enforceability. The execution and delivery by Lessee of, and the performance of its obligations under, this Lease 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 Lessee or any valid order of any court, regulatory agency or other body having authority to which Lessee is subject. This Lease constitutes a legal and valid obligation of Lessee, enforceable against Lessee 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 at law or in equity.

(b) Regulatory Status. Lessee represents and warrants that it is not an electric public utility or electrical corporation as defined by Cal. Pub. Util. Code § 218(b).

(c) Suitability. Landlord has not made any representation, warranty, inducement, promise, agreement, assurance or statement, oral or written, of any kind to Lessee upon which Lessee is relying, or in connection with which Lessee has made or will make any decisions concerning the Demised

Premises, the Buildings, the Shopping Center and the Project including, without limitation, its title, use, condition, compliance with laws, the existence or absence of insulation and/or Hazardous Substances, or the permissibility, feasibility, or convertibility of all or any portion of the Shopping Center for the installation and operation of the REGS and other Work. Lessee has made or will make prior to the date of this Lease, such independent investigations as Lessee deems necessary or appropriate concerning the title, use, suitability and condition of the Demised Premises, the Buildings and the Shopping Center for Lessee's installation and operation of the REGS and other Work.

(d) No Interference. Lessee warrants and represents that the installation and operation of the REGS and other Work will not interfere with the computer, software, communication, information, electronic equipment or systems, or other use and operations of Landlord or any other tenant or occupant of the Buildings, the Shopping Center or the Project existing prior to Lessee's installation of the REGS and other Work.

25. Miscellaneous.

(a) Governing Law. This Lease will be governed by the laws of the State of California, without giving effect to principles of conflicts of laws.

(b) Change in Law. The Parties agree and acknowledge that the VNMP, establishing the terms and conditions for the purchase and sale of Clean Energy Credits, may be the subject of government action (including California Public Utilities Commission orders or court challenge) during the Term, and that such action(s) could adversely affect the existence or transferability of the Clean Energy Credits, or the eligibility of the tenants or the Parties to participate in a VNMP or otherwise alter the requirements of the VNMP Schedule to make the Clean Energy Credits unavailable or dramatically diminished or increased in value. Unless otherwise specifically specified in writing by the Parties, if government action or Utility action of general applicability to all solar electricity providers materially and adversely changes in any material respect the value of the VNMP Credits (including a cancellation of the VNMP Schedule), or to the extent that government action of general applicability to all solar electricity providers renders the Clean Energy Credits or administration of the VNMP Arrangement illegal under applicable law, the Parties shall engage in good faith negotiations to amend this Lease to address such action(s), and to revise the terms and conditions hereof in a manner that achieves the original intent of the Parties. If after a period of ninety (90) days from the commencement of such good faith negotiations, unless otherwise extended by mutual agreement of the Parties, either Party shall have the right, but not the obligation, to terminate this Lease with no further obligation to the other Party.

(c) Entire Agreement; Amendments. This Lease (including the exhibits, any written schedules, supplements or amendments) constitutes the entire agreement between the Parties, and shall supersede any prior oral or written agreements between the Parties, relating to the subject matter hereof. Except as otherwise expressly provided in this Lease, any amendment, modification or change to this Lease will be void unless in writing and executed by both Parties.

(d) Subordination of Lease and Lessee Attornment. Subject to Section 23(b), this Lease is subordinate to the lien of all mortgages, deeds of trust, security instruments, ground leases, easement agreements and any covenants, conditions and restrictions (collectively, "**Superior Interests**") now or hereafter covering all or any part of the Shopping Center or Project, and to all amendments, modifications, consolidations, renewals, replacements and extensions thereof. Lessee also agrees that, if any mortgagee elects to have this Lease prior to the lien of its mortgage and signifies such election in the instrument creating its lien, or by separate recorded instrument, this Lease shall be prior in dignity to such mortgage. In the event of any proceedings brought for the enforcement of any instrument of any Superior Interest holder (including but not limited to a mortgage or lease), Lessee shall, upon demand by the Superior Interest holder, attorn to and recognize such Superior Interest holder as Landlord under this Lease. In the event of a sale or assignment of Landlord's interest under this Lease or in the Premises, Lessee shall attorn to and recognize such purchaser or assignee as Landlord under this Lease without further act by Landlord or such purchaser or assignee. Lessee hereby waives its rights under any current or future law which gives or purports to give Lessee any right to terminate or otherwise adversely affect this Lease and the obligations of Lessee hereunder in the event of any such foreclosure proceeding or sale.

(e) Instruments to Carry Out Intent. Lessee agrees that, in order to confirm the provisions of this Section, but in no way limiting the self-operative effect of said provisions, Lessee shall execute and deliver whatever instruments may be required for such purposes within ten (10) business days following Landlord's written request.

(f) Estoppel Certificates and Financials. Landlord and Lessee shall execute and deliver to each other, within twenty (20) days after receipt of a written request therefor, a certificate evidencing whether or not (i) this Lease is in full force and effect; (ii) this Lease has been modified or amended in any respect and describing such modifications or amendments, if any; and (iii) there are any existing defaults thereunder to the current actual knowledge of the party executing the certificate, and

specifying the nature of such defaults, if any. If Landlord desires to finance, refinance, or sell the Shopping Center or Project or any portion thereof, Lessee and all guarantors of Lessee's obligations hereunder, if any, shall deliver to any potential lender or purchaser designated by Landlord such financial statements of Lessee as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past three (3) years. All such financial statements shall be received by Landlord and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

(g) Survival. The indemnification provisions of this Lease, and any other term of this Lease which expressly remains in effect following the termination or expiration of this Lease, shall survive the expiration or termination of this Lease for a period of one (1) year.

(h) Severability. If any part, term, or provision of this Lease, is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality or enforceability of any other part, term, or provision of this Lease, and shall not render this Lease unenforceable or invalid as a whole. Rather the part of this Lease that is found invalid or unenforceable will be amended, changed, or interpreted to achieve as nearly as possible the same objectives and economic effect as the original provision, or replaced to the extent possible, with a legal enforceable, and valid provision that is as similarly in tenor to the stricken provision, within the limits of applicable law, and the remainder of this Lease will remain in full force.

(i) Non-Waiver. No failure or delay by either Party in exercising any right, power, privilege, or remedy hereunder will operate as a waiver thereof. No waiver by either party of a breach of any term or provision contained herein shall be effective unless signed and in writing and signed by the waiving party. No consent by either party to, or waiver of a breach by either Party, whether express or implied, shall be construed operate as or constitute a consent to waiver of, or excuse of any other or subsequent or succeeding breach by either Party.

(j) Remedies Cumulative. No remedy herein conferred upon or reserved to Lessee or Landlord shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

(k) Headings. The headings in this Lease are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Lease.

(l) Attorneys' Fees; Costs. In the event of any action, claim, suit, proceeding, or arbitration between the Parties relating to this Lease or the subject matter hereof the prevailing Party will be entitled to recover its reasonable attorneys' fees and expenses and costs of such action claim, suit, proceeding, or arbitration in addition to any other relief granted or awarded. Each Party will bear its own costs and expenses relating to negotiating this Lease and any additional documents relating hereto or thereto.

(m) Binding Effect. This Lease and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the parties hereto, together with their respective successors and permitted assigns.

(n) Counterparts. This Lease may be executed in several counterparts, each of which is an original and all of which together constitute one and the same instrument.

(o) No Third Party Beneficiaries. Nothing in this Lease will provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind.

(p) No Recourse to Affiliates. This Lease is solely and exclusively between the Parties, and any obligations created herein on the part of either Party shall be the obligations solely of such Party. No Party shall have recourse to any parent subsidiary, partner, member, affiliate, leader, director, officer or employee of the other Party for performance or non-performance of any obligation hereunder unless such obligations were assumed in writing by the person against whom recourse is sought.

(q) Brokers. Each Party represents and warrants to the other Party that, it has not engaged or had any conversations or negotiations with any broker, finder or other third party concerning the leasing of the Demised Premises to Lessee who would be entitled to any commission or fee based on the execution of this Lease. Each Party hereby indemnifies the other against and from any claims for any brokerage commissions and all costs, expenses and liabilities in connection therewith, including, without limitation, reasonable attorneys' fees and expenses, for any breach of the foregoing. The foregoing indemnification shall survive the termination of this Lease for any reason.

(r) Anti-Terrorism and Money Laundering Representation and Indemnification.

Lessee hereby represents that: (i) neither it nor its officers, directors, or controlling owners is acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order, the United States Department of Justice, or the United States Treasury Department as a terrorist, "Specially Designated National or Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control ("SDN"); (ii) neither it nor its officers, directors or controlling owners is engaged in this transaction, directly or on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation; and (iii) neither it nor its officers, directors, or controlling owners is in violation of Presidential Executive Order 13224, the USA Patriot Act, the Bank Security Act, the Money Laundering Control Act or any regulations promulgated pursuant thereto. Lessee hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing certification. Should Lessee, during the Term of the Lease, be designated an SDN, by the Federal governing authorities, then Landlord shall notify Lessee of the same and Landlord may, in the event the same is required by applicable laws, terminate this Lease.

(s) Time of Essence. Time is of the essence of this Lease.

(t) Memorandum. Neither Party shall record this Lease or a short memorandum hereof.

(u) Further Assurances. 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 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.

(v) General Interpretation. The terms of this Lease have been negotiated by the Parties hereto and the language used in this Lease shall be deemed to be the language chosen by the Parties hereto to express their mutual intent. This Lease shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument of any portion thereof to be drafted, or in favor of the party receiving a particular benefit under this Lease. No rule of strict construction will be applied against any person.

(w) Jurisdiction and Waiver of Jury Trial. To the extent permitted by applicable law, each of Landlord and Lessee hereby irrevocably and unconditionally: (i) consents to submit to the exclusive jurisdiction of the state and federal courts of the State of California for any proceeding arising in connection with this Lease and each such party agrees not to commence any such proceeding except in such courts, and (ii) waives any objection to the laying of venue of any such proceeding in the state and federal courts of the State of California. EACH PARTY, KNOWINGLY AND AFTER CONSULTATION WITH COUNSEL, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS LEASE OR ANY MATTER RELATED IN ANY WAY THERETO.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

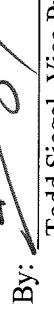
LANDLORD:

PASSCO HANFORD MALL, LLC,
a Delaware limited liability company

By: Passco Management Services, LP,
a California limited partnership
Its: General Partner

By: Passco Property Management, Inc.,

a California corporation
Its: General Partner

By: 

Todd Siegel, Vice President Retail

LESSEE:

BLUE SKY UTILITY LLC,
a California limited liability company

By: 
Name: John Blazquez
Title: PRESIDENT

EXHIBIT A

LEGAL DESCRIPTION OF SHOPPING CENTER

EXHIBIT A

The real property situated in the County of Kings, City of Hanford, State of California,
and described as follows:

Parcel 1:

PARCELS A, B, C, D, E, F, I, J AND K OF PARCEL MAP RECORDED IN BOOK 12 AT PAGE 76 OF PARCEL MAPS, KINGS COUNTY RECORDS, IN THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA, SITUATED IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 18 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA.

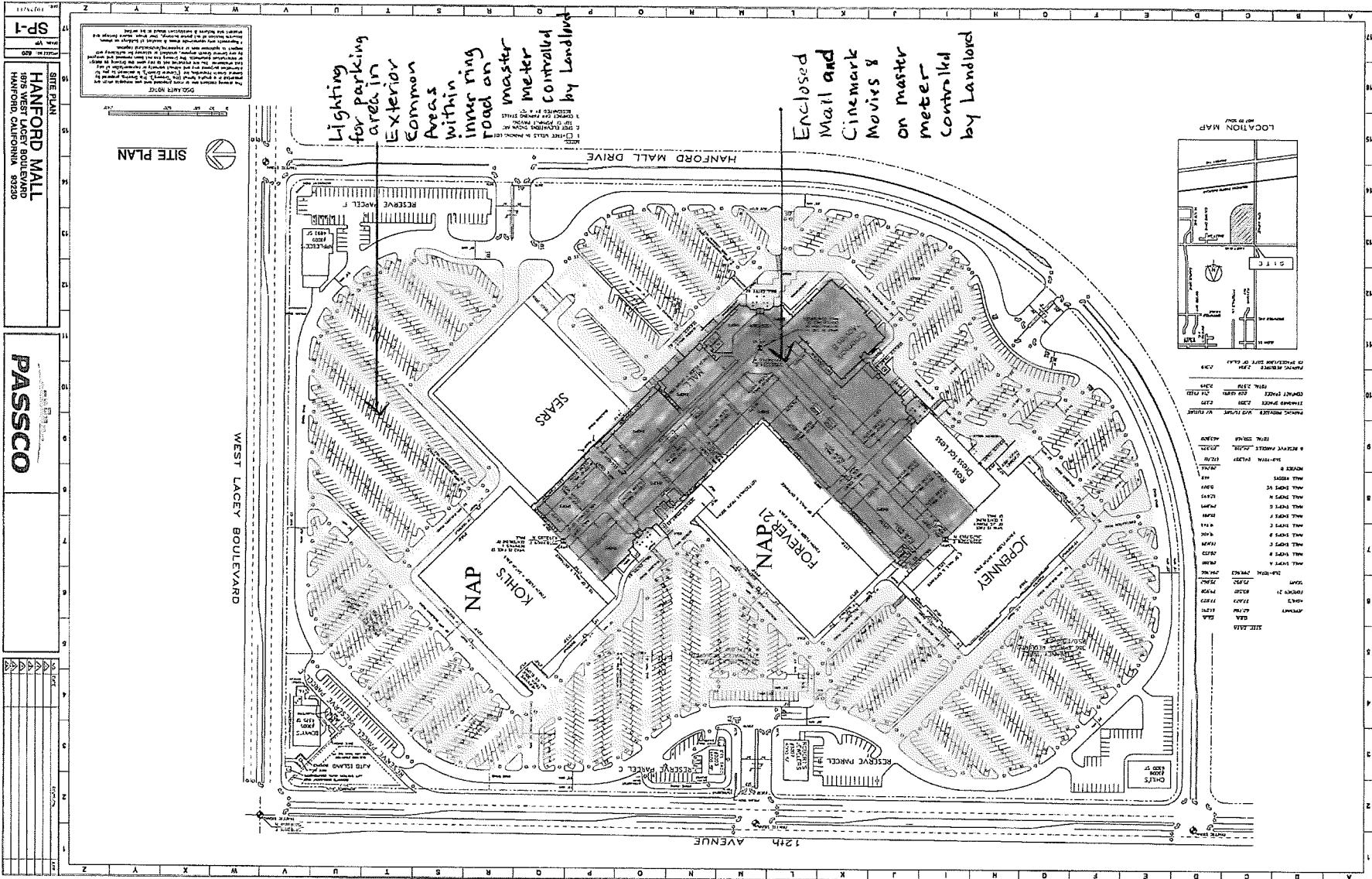
EXCEPTING THEREFROM ALL OIL, GAS, HYDROCARBON AND OTHER ASSOCIATED SUBSTANCES LYING AT DEPTH OF FIVE HUNDRED (500) FEET OR MORE BELOW THE SURFACE OF THE LAND HEREIN ABOVE DESCRIBED; PROVIDED, HOWEVER, THE RIGHTS SO RESERVED SHALL NOT INCLUDE THE RIGHT TO USE OR OCCUPY THE SURFACE OR ANY PORTION THEREOF, AS EXCEPTED AND RESERVED IN DEED RECORDED ON FEBRUARY 14, 1992 IN OFFICIAL RECORDS, AS DOCUMENT NO. 9202367.

Parcel 2:

ALL THOSE CERTAIN EASEMENTS AND ALL OTHER RIGHTS FOR PARKING, PEDESTRIAN ACCESS, LANDSCAPING AND INGRESS AND EGRESS RIGHTS AND ALL OTHER RIGHTS AS SET FORTH IN THAT CERTAIN CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT, EXECUTED BY AND BETWEEN HANFORD MALL ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP, GOTTSCHALKS, INC., A DELAWARE CORPORATION AND MERVYN'S, A CALIFORNIA CORPORATION AND RECORDED ON FEBRUARY 14, 1992 IN OFFICIAL RECORDS, KINGS COUNTY, AS DOCUMENT NO. 9202373.

EXHIBIT B

SITE PLAN OF THE SHOPPING CENTER



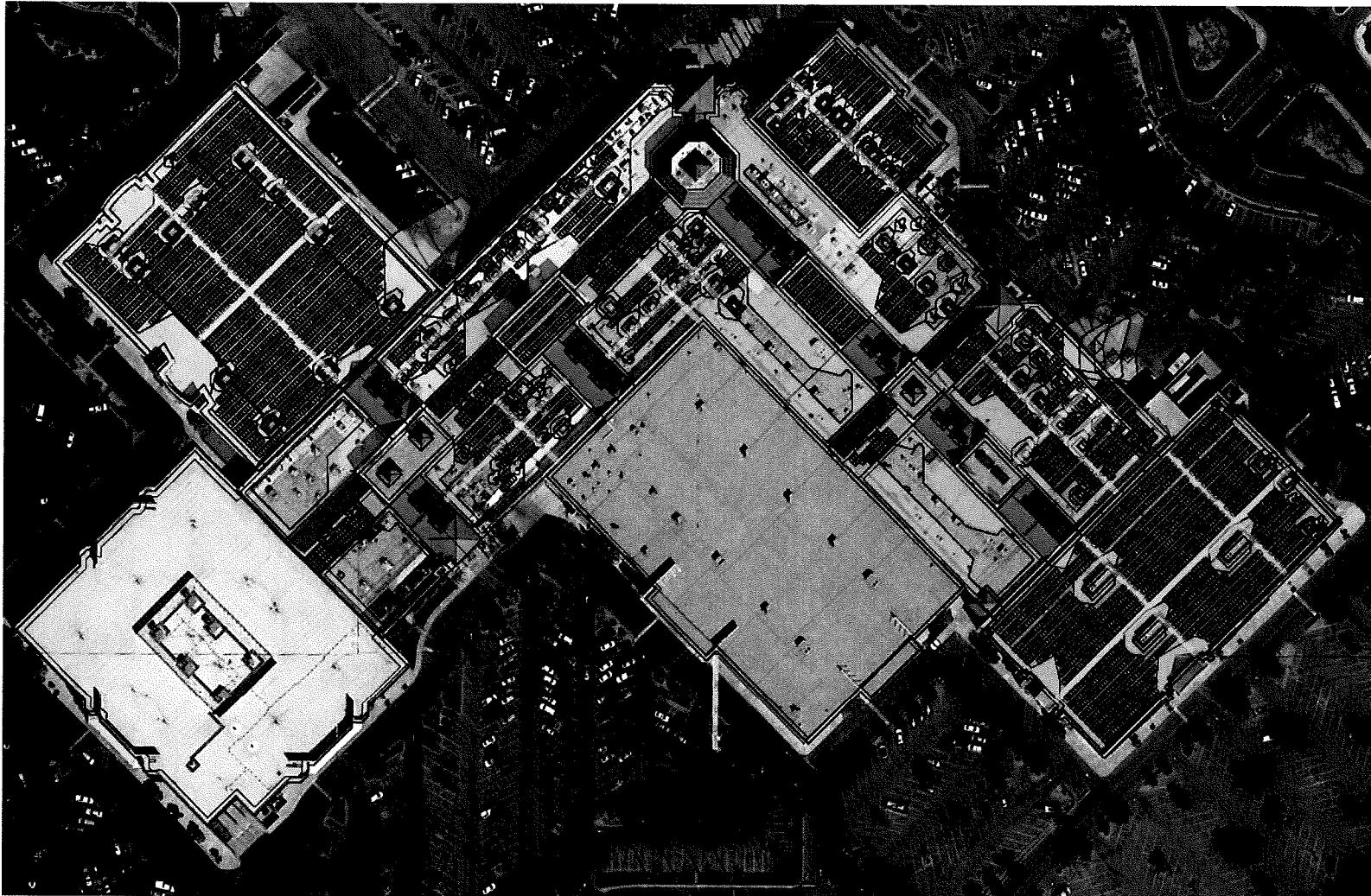
The site plan is presented solely for the purpose of identifying the approximate location and size of the improvements in the Project. Subject to the terms and conditions of this Lease, building sizes, dimensions, access and parking area, existing Lessee locations and identities are subject to change without notice and at Landlord's discretion. Unit numbers as indicated are not necessarily the actual suite numbers and are intended for use as a reference only. Without limiting any other specific designations set forth on the site plan as of the date of this Lease, those parking facilities or buildings depicted below which are either designated with the letters "NAP" (i.e., not a part) or are not shaded shall not be considered a part of the Project.

EXHIBIT B

1

EXHIBIT C

DEPICTION OF THE DEMISED PREMISES



TOTAL SYSTEM SIZE: 1,700.04 kW DC

- = Equipment Access Pathways
- = Equipment Access Perimeter



HANFORD MALL	
BPI	
PO BOX 10637	
NAPA, CA 94581	
PH: (707) 252-9990	
Rev. No.	Rec. Date



TOTAL SYSTEM SIZE: 1,700.04 kW DC

- = Equipment Access Pathways
- = Array restricted areas



HANFORD MALL	
1675 WEST LACEY BLVD	BPi
HANFORD, CA 93230	PO BOX 10637 NAPA, CA 94581 Ph: (707)-252-9990
	REV. NO.
	REV. DATE
	BY

EXHIBIT D

SITING AND INSTALLATION PROTOCOL

1. Procedure for the Preparation and Approval of Working Drawings and Specifications.

Lessee shall retain the engineering, structural and other consultants as approved by Landlord (the "Engineers") to prepare the Preliminary Drawing and Construction Drawings (as such terms are defined below), including all plans and engineering working drawings relating to the roof, structural, mechanical, electrical, plumbing, HVAC and life safety work of the Work.

Lessee shall, at its cost and within thirty (30) days after the Commencement Date, prepare and provide preliminary plans and specifications (the "Preliminary Drawings") showing the design and configuration and location of the REGSs, the Interconnection Easement, the New Roof, the New LED Lighting, the Submeters and any other work described in the Lease or this Exhibit to be installed, constructed or otherwise performed by Lessee and any ancillary installations or equipment required in connection therewith (collectively, the "Work"). Landlord shall use reasonable efforts to send notification to Lessee that it approves or disapproves of the Preliminary Drawings, no later than ten (10) days after receipt thereof. If Landlord disapproves, Landlord shall specify the reasons for this disapproval. If Landlord disapproves, Lessee shall, within five (5) days after receipt of Landlord's comments, send Landlord revised Preliminary Drawings addressing Landlord's comments. This procedure shall be repeated until Landlord has approved the Preliminary Drawings. Landlord may give approval "as noted" in which event the changes noted by Landlord shall be deemed incorporated into the Drawings; provided, if Lessee notifies Landlord within five (5) days thereafter that it does not accept said changes the Drawings shall be deemed disapproved on account of the absence of the changes Landlord had requested.

Lessee shall, at its cost, cause the Engineers to prepare construction drawings and specifications in accordance with the Preliminary Drawings approved by Landlord. Lessee shall also submit a detailed construction schedule to Landlord for approval by Landlord in the same manner as the Construction Drawings hereunder. Lessee shall, within sixty (60) days after the Commencement Date, deliver to Landlord for its review and approval two (2) sets of construction drawings and specifications for the Work (the "Construction Drawings"). One set will be returned to Lessee and one set will be retained by Landlord. Landlord may at its election require electronic drawings and specifications (both .PDF format or similar, and .DWG format or similar). Such drawings shall consist of at least a site plan (if sitework changes to utilities, paving, landscaping, mechanical, electrical, or plumbing systems etc. are proposed), a roof plan and exterior building elevations (if any modifications are proposed to the Buildings or exterior walls) done at a reasonable scale, which will convey detail and intent, as well as an indication of color selection and graphics. Building elevations shall include specification of materials and color scheme. The following conditions, as applicable, are to be clearly detailed on the drawings, along with specification and location of all Work:

New Roof

New LED Lighting

Submeters

New roof penetrations, including plumbing penetrations for vent stacks, or any modifications to the roof system

New REGS and related equipment installed on the roof

Underground utility changes and pavement demolition/replacement

Anything to be mounted on the exterior walls

Changes to electrical, water, or gas service

Landlord's review of the drawings and specifications shall be for its sole purpose and shall not imply or oblige Landlord to review the same for quality, design, code compliance or other like matters. Accordingly, Landlord shall have no liability whatsoever in connection therewith and shall not be responsible for any omissions or errors contained in the same. Landlord shall use reasonable efforts to send notification to Lessee that it approves or disapproves of the Construction Drawings, no later than twenty (20) days after receipt thereof. If Landlord disapproves, Landlord shall specify the reasons for this disapproval. If Landlord disapproves, Lessee shall, within ten (10) days after receipt of Landlord's comments, send Landlord revised Construction Drawings addressing Landlord's comments, and Landlord shall use reasonable efforts to approve or disapprove such revised Construction Drawings within ten (10) days after receipt thereof. This procedure shall be repeated until Landlord has approved the Construction Drawings. Landlord may give approval "as noted" in which event the changes noted by Landlord shall be deemed incorporated into the Drawings; provided, if Lessee notifies Landlord within five (5) days thereafter that it does not accept said changes the Drawings shall be deemed disapproved on account of the absence of the changes Landlord had requested. If Landlord does not, within twenty (20) days after receipt of Lessee's Construction Plans (or within ten (10) days of any resubmissions), indicate its

approval, the same shall be deemed disapproved. The Construction Drawings as approved by Landlord herein shall be referred to as the "**Approved Plans**" and the construction schedule as approved by Landlord herein shall be referred to as the "**Construction Schedule**". Subject to the terms and conditions of the Lease and this Exhibit D, Lessee shall have access to the roof of the Buildings upon Landlords receipt of two (2) sets of plans, Lessee's and its contractor's insurance and Landlord's delivery of space.

2. General.

- a. Subject to the terms and conditions of the Lease, Landlord, Lessee, SCE, and other utility providers and tenants and occupants of the Shopping Center, shall have the right, subject to Landlord's prior written approval, to run utility lines, pipes, roof drainage pipes, conduit, wire or duct work, where necessary, through parts of the Demised Premises, and to maintain same in a manner which does not interfere unnecessarily with Lessee's use thereof.
 - b. Lessee shall prepare all its plans and perform all its Work to comply with all governing statutes, ordinances, regulations, codes and insurance rating boards; take out all necessary permits and obtain certificates of occupancy for the Work performed by Lessee. Lessee shall further pay all utility deposits and government impact fees.
 - c. All Work done on the Demised Premises by Lessee must be performed by licensed contractors approved by Landlord, such approval not to be unreasonably withheld, conditioned or delayed. Lessee or Lessee's contractor shall be required to provide a construction security deposit, in an amount commensurate with industry standard practice, to Landlord during the construction of Lessee's Work, which deposit may be applied to repair damage to the Shopping Center arising from Lessee's Work or the acts, omissions, negligence or willful misconduct of Lessee's contractors, subcontractors, material suppliers or agents at the Shopping Center.
 - d. Meters - Any new metering equipment required by the Utility for administration of the VNMP, that was not existing or installed by or for the Landlord, the Participating Tenants or the Existing Tenants prior to the date of the Lease, including the Submeters for Participating Tenants, Electing Tenants and the Common Areas, shall be furnished and installed at Lessee's expense.
3. **Design and Siting Location.** Lessee shall use good faith efforts to prepare, and Landlord shall use good faith efforts to approve, the Construction Plans. If the Parties mutually agree on final construction plans and designs, including engineering and aesthetic evaluations, upon such approval Lessee shall provide written notice to Landlord at least thirty (30) days prior to commencing any construction or installation Work at the Shopping Center.
4. **Construction/Installation.** Prior to commencing construction, Lessee shall, at Lessee's cost, cause a roof space on any Building inspection to be performed and provide a copy of such inspection to Landlord. If the REGS are to be located on the roof of the Shopping Center, Landlord's roof contractor shall be authorized to monitor any roof work conducted by Lessee. Lessee shall perform any construction between the hours of 7:00 a.m. and 7:00 p.m. in a manner that minimizes inconvenience to and interference with the use and operation of the Shopping Center or the Project to the extent commercially practical. If Lessee causes material damage to the parking facilities or roof during installation and construction, it shall be liable to Landlord for the actual costs of repair including repairing any installation damage to the Buildings, Shopping Center or Project and replacing property and/or merchandise of Landlord's lessees damaged by such installation.,
5. **Installation Access and Laydown.** In addition to all Access Areas, Landlord shall use commercially reasonable efforts to provide Lessee a reasonable area (to be mutually agreed upon) for construction laydown. Landlord and its authorized representatives shall at all times have access to and the right to observe the installation work, subject to compliance with Lessee's safety rules, but shall not interfere with the installation work or handle any Lessee equipment or the REGS without written authorization from Lessee. Landlord shall use commercially reasonable efforts to provide a workstation within the Shopping Center for use by Lessee for the performance of any operations and maintenance work. Lessee shall perform such operations and maintenance work in a manner that minimizes inconvenience to and interference with Landlord and Landlord's tenants, guests' and customers' use of the Demised Premises, the Buildings, the Shopping Center and the Project to the extent commercially practical.
6. **Estimate Commercial Operations Date.** The Parties agree that all Work shall be completed by Lessee and the REGS shall be placed in service and available to operate by the Outside Date, as such date may be extended for a period not to exceed six (6) months due to any Force Majeure Delays.
7. **Completion.** Upon completion of the improvements to the Demised Premises, Lessee shall furnish Landlord:

- a. A certification of completion or reasonable equivalent issued by the municipality in which the Premises is located or other evidence satisfactory to Landlord that the improvements have been approved by such municipality;
- b. A notarized affidavit executed by Lessee or its authorized representative, stating that all work and materials performed or used in connections with the improvements to the Demised Premises have been paid for by Lessee;
- c. True and correct original lien releases or waivers from the general contractor and all subcontractors;
- Premises;
- d. Evidence of all costs of construction of the improvements to the Demised Premises;
- e. Certificate from each of the Engineers certifying that all Work has been completed in accordance with the Approved Plans; and
- f. Completion of Form W-9.

EXHIBIT E
ROOF WARRANTY



**PREMIUMCOAT SYSTEM
TWENTY-FIVE (25) - YEAR
LIMITED SYSTEM WARRANTY**

Whereas Quest Construction Products, LLC ("QCP"), 1485 Poinsett Street, N. Charleston, South Carolina, has sold the fluid applied Roofing System, which has been applied as a "RoofMembrane" on the building described as follows:

Name of Property:	XYZ Packing Company		
Owner:	A-Z Properties		
Location:	123 Main Street Charleston SC		
Date of Completion:	January 33, 2008		
Products:	PremiumCoat		
Job Type:	Roof		
Square footage:	1,000		
Contractor:	Z-XW Roofing & Waterproofing 555 Meeting Street Charleston 26555	SC	Suite 12345
			Warranty # 14SAMPLE

Now, therefore, QCP guarantees to each OWNER to whom it has been issued a certificate of warranty, property completed and duly squared by QCP, that it is subject to the terms and conditions hereinbelow set forth, QCP will for the period of 25 years from said date of its application to the roof, make all reasonable efforts to repair any damage to the system, notwithstanding any repair work done by others.

As used herein, the term "RoofMembrane" connotes a covering that is applied with QCP's Fluid Applied Roofing System. The RoofMembrane may include the primer, caulk, base grade and/or reinforcing fabric when supplied by QCP.

REBATE:

A. The Approved Contractor, subject to the expenses, agrees to provide all labor and non-QCP materials to remedy deficiencies in the installed roof system, as provided to the Contractor, for the period of five years. (1) and two (2) years for certain types of deficiencies in the instance QCP agrees, to its expenses to provide QCP materials to alleviate those repairs. Deficiencies in the installed roof system resulting from a product defect in the system, notwithstanding any repair work done by others, are specifically excluded from this provision.

Additionally, color variations in the installed coating resulting from weathering, staining, pollutants, etc., do not constitute a deficiency in the system, so they qualify for the product defect under section above.

B. QCP agrees to provide all materials and labor needed to perform repairs which may become necessary under the warranty for damage occurring in years three (through) twenty five (25).

C. QCP further agrees to reimburse the Approved Contractor for the direct cost to the aforementioned materials and labor, inclusive of a 15% markup for overhead. It is further agreed that QCP must be provided notice of a potential claim as soon as received by a third party for overhead, and QCP agrees to provide notice to the Approved Contractor of a potential claim as soon as received by a third party for overhead. The Approved Contractor must afford QCP the first right to provide the materials or service requested to perform the repairs. The Approved Contractor agrees to provide QCP with a written summary of the repairs performed on its behalf.

1. Materials (not QCP)
2. QCP Products
3. Labor
4. Overhead at 15%

EXCLUSIONS:

The RoofMembrane does not cover failure of the RoofMembrane due to:

A. Damage to the RoofMembrane, surfaces, property building or contents caused by settlement, subsidence or erosion or damage to structures.

B. Damage to the RoofMembrane, surfaces, property building or contents caused by fire, explosion, lightning, hail, windstorms, floods, earthquakes, hurricanes, tornados, sandstorms or causes of God.

C. Damage to the RoofMembrane caused by chemical attacks from strong solvents or caustic materials.

D. Defects in roof deck, insulation, vents, drains, pipes or mechanical units which may have been installed by other contractors.

E. Damage to RoofMembrane caused by vandalism, negligence or damage caused by third parties or foreign objects or agents.

F. Movement or deformation of marginal support or through the QCP system.

G. Failure of the contractor to provide reasonable care in the maintenance of the uninstalled areas.

H. Excessive traffic over the RoofMembrane or its use as a storage area, walking in recreational surface, or to any similar purpose except to normal maintenance and dump purposes.

I. Roof areas that are not in compliance with International and local building codes to positive slope and drainage.

CONDITIONS:

A. The RoofMembrane must be installed as per QCP's printed application instructions and project specifications by a Approved Contractor of the Fluid Applied Roofing System. Contractor shall have a current certificate on file designating such firm as such.

B. The Warranty only covers the roof regular only. QCP is not responsible for any other damages of any kind, including loss of rent, contents or profits, inconvenience or any other incidental or consequential damages.

C. No subsequent alteration of, or addition to, the existing structure which affects or may affect the RoofMembrane in any way, shall be made unless QCP first be通知 in writing and shall agree to such proposed alterations or conditions; nor unless such alterations and additions are made in accordance with such recommendations as QCP may prescribe.

D. The RoofGuarantees by QCP are conditioned upon QCP's liability to the Owner for any defects, failure, or delay, which are covered by terms of QCP's printed application instructions and project specifications. QCP's obligation to the Owner for any damage resulting from any acts of God, force majeure, or other causes of damage, shall be limited to the amount of the original purchase price of the roof system.

E. Neither the Contractor, the RoofGuardian, nor QCP shall be liable to the Owner for any damage to the roof system or any part thereof, if the damage is caused by acts of God, force majeure, or other causes of damage, or if the damage is caused by the Contractor's negligence or willful misconduct.

F. QCP's obligation to the Owner for any damage to the roof system or any part thereof, if the damage is caused by the Contractor's negligence or willful misconduct, shall commence upon receipt by QCP of full payment of the System Warranty Premium. Such payment is not required until ten (10) days of the execution date hereof. All such obligations shall be permanently voided. No third party shall be liable for any damage to the roof system or any part thereof, if the damage is caused by the Contractor's negligence or willful misconduct.

G. QCP will not be liable for any direct, indirect, special or general damages or expenses from whatever cause, which may arise as the result of failures in the RoofMembrane system as supplied from the Contractor. If some such unforseen and unexpected damage occurs, the Contractor shall be liable for the same.

H. Neither the Contractor, the RoofGuardian, nor QCP shall be liable to the Owner for any damage to the roof system or any part thereof, if the damage is caused by acts of God, force majeure, or other causes of damage, or if the damage is caused by the Contractor's negligence or willful misconduct.

I. QCP's obligation to the Owner for any damage to the roof system or any part thereof, if the damage is caused by the Contractor's negligence or willful misconduct, shall commence upon receipt by QCP of full payment of the System Warranty Premium. Such payment is not required until ten (10) days of the execution date hereof. All such obligations shall be permanently voided. No third party shall be liable for any damage to the roof system or any part thereof, if the damage is caused by the Contractor's negligence or willful misconduct.

J. QCP will not be liable for any direct, indirect, special or general damages or expenses from whatever cause, which may arise as the result of failures in the RoofMembrane system as supplied from the Contractor. If some such unforseen and unexpected damage occurs, the Contractor shall be liable for the same.

K. The QCP shall not be liable for any damage to the roof system or any part thereof, if the damage is caused by the Contractor's negligence or willful misconduct.

L. The QCP shall not be liable for any damage to the roof system or any part thereof, if the damage is caused by the Contractor's negligence or willful misconduct.

M. The QCP shall not be liable for any damage to the roof system or any part thereof, if the damage is caused by the Contractor's negligence or willful misconduct.

Quest Construction Products
Authorized Signature _____ Authorized Contractor _____
Catherine Creek _____ Printed Name _____ Printed Name _____
Warranty Administrator _____ Title _____ Date _____

Q quest _____ Date _____

Valid when copy of this warranty, executed by all parties, is on file at QCP's Warranty Department, N. Charleston, South Carolina

EXHIBIT F

INSURANCE

- (i) Commercial General Liability insurance (including Broad Form Property Damage and Contractual Liabilities or reasonable equivalent thereto) covering the Demised Premises, the Access Areas, the Restricted Access Areas and any easement areas granted under the Interconnection Agreement and Lessee's use thereof against claims for bodily injury or death, property damage and products liability (including completed operations coverage). Such insurance is to be written on an occurrence basis (not a claims made basis) and to be in amounts of not less than \$2,000,000.00 per occurrence and \$5,000,000.00 in the aggregate for each policy year. The insurance coverage required hereunder shall, in addition, extend to any liability of Lessee arising out of the indemnities set forth in this Lease and, if necessary, the policy shall contain a contractual endorsement to that effect.
- (ii) Commercial Automobile Liability Insurance, including coverage for liability arising out of the use of owned, non-owned, leased or hired automobiles, for both bodily injury and property damage in accordance with applicable legal requirements, with a limit of not less than \$1,000,000 combined single limit per occurrence.
- (iii) (A) Statutory Workers' Compensation (which Worker's Compensation policy must include a waiver or subrogation endorsement for the benefit of Landlord) insurance covering all of Lessee's employees at the Demised Premises and the Shopping Center and Project, and (B) Employer's Liability insurance in an amount of not less than \$1,000,000 each accident for bodily injury and not less than \$1,000,000 for each employee for bodily injury or disease.
- (iv) Umbrella Liability insurance coverage on a "following form" basis with limits of not less than \$10,000,000 per occurrence and in the aggregate, which shall sit excess of the Commercial General Liability, Commercial Automobile Liability, and Employer's Liability insurance required in (i), (ii), and (iii)(B) above.
- (v) "Special Form" property insurance, including terrorism coverage and equipment breakdown coverage insuring the REGS and Lessee's trade fixtures, merchandise and personal property from time to time in, on or upon the Demised Premises and Shopping Center, in an amount of not less than one hundred percent (100%) of their full replacement value from time to time during the Term. Any policy proceeds from such insurance relating to the REGS shall be used solely for the repair, construction and restoration or replacement of the REGS damaged or destroyed unless this Lease shall cease and terminate under the provisions of this Lease.
- (vi) Builder's risk insurance covering the construction of the Work or any improvements, which insurance must be purchased at the time of commencement or construction of the Work or improvements.

All policies of insurance shall be issued in a form reasonably acceptable to Landlord by insurance companies with a rating of not less than "A," and financial size of not less than Class XII, in the most current available "Best's Insurance Reports", and licensed to do business in the State of California. Each and every such policy:

- a. shall name Landlord, Landlord's lender, Landlord's property manager, and any other party reasonably designated by Landlord, as an additional insured (the "**Additional Insureds**") on a primary and non-contributory basis, with the exception of insurance coverage required above in (iii)(A).
- b. shall be delivered to Landlord through a certificate of insurance evidencing the required lines of coverage, insurance limits and coverage endorsements set forth in this Lease, and otherwise in a form acceptable to Landlord, prior to Lessee's entrance onto any portion of the Shopping Center and thereafter within thirty (30) days prior to the expiration of each such policy, and, as often as any such policy shall expire or terminate. Renewal or additional policies shall be procured and maintained by Lessee in like manner and to like extent;
- c. shall contain a provision that the insurer will give to Landlord and such other parties in interest at least thirty (30) days' notice in writing in advance of policy cancellation or lapse of coverage; and
- d. shall be endorsed to include a waiver of subrogation in favor of the Landlord and the Additional Insureds.

Such policies of insurance will contain a provision substantially as follows: "Except with respect to limits of insurance, or any rights or duties specifically assigned in this coverage part of insurance to the first named insured, this insurance applies as if each named or additional insured were the only named or additional insured, and separately to each insured against whom a claim is made or suit is brought." The insurance policy required to be maintained by Lessee above in (v) shall name Landlord and Landlord's management agent (and any other person or entity as may be required by Landlord in writing) as loss payees.

In the event that Lessee shall fail to carry and maintain the insurance coverages set forth in this Lease, Landlord may upon thirty (30) days' notice to Lessee (unless such coverages will lapse in which event no such notice shall be necessary) procure such policies of insurance and Lessee shall promptly reimburse Landlord therefor. If Lessee or any of its contractors or consultants breaches its obligation to obtain and keep in effect any insurance required by this Exhibit, Lessee shall indemnify and hold Landlord harmless against any loss that would have been covered by such insurance. This indemnity shall survive expiration or any earlier termination of the Lease.

Any contractor procured by Lessee during the Term to perform work on behalf of Lessee to the Demised Premises, the Access Areas, the Restricted Access Areas, any easement areas under the Interconnection Agreement, and/or the REGS (each, a "**Contractor**"), shall, at a minimum, procure and maintain the following insurance coverage: (a) commercial general liability ("CGL") insurance of no less than \$1,000,000 per occurrence and in the aggregate (aggregate limit shall apply per project), which shall include completed operations coverage for no less than five (5) years, independent contractor, personal and advertising injury coverage, a separation of insureds or severability of interests clause, hook and riggers coverage and over-the-road liability coverage for truck-mounted cranes (if applicable); (b) commercial automobile liability insurance covering any auto with combined single limits of no less than \$1,000,000.00; (c) workers' compensation statutory coverage and employer's liability limits of no less than \$1,000,000.00; and (d) "following form" umbrella liability limits of not less than \$5,000,000 per occurrence and in the aggregate, which shall sit excess of the coverage noted above, with the exception of workers' compensation coverage. Landlord, Landlord's lender, Landlord's property manager, and any other party reasonably designated by Landlord, shall be named as an additional insured on all policies (including during the completed operations period) with the exception of workers' compensation coverage, and such policies shall be considered primary and non-contributory to insurance coverage or self insurance maintained by Landlord or any other additional insured. Additionally, all policies shall include a waiver of subrogation in favor of Landlord and the Additional Insureds. All policies of insurance required above shall be issued by insurance carriers that are licensed to do business in the State of California and are rated no less than A/X in the most current available "Best's Insurance Reports." Evidence of the above insurance policies must be provided in the form of a certificate of insurance prior to entry onto any portion of the Shopping Center. Such certificate(s) shall state that contractor's insurance carrier(s) will provide thirty (30) days advance written notice of policy cancellation.

Prior to REGS and other Work construction on the Demised Premises, Lessee agrees to arrange for the placement of "Special Form" builder's risk insurance coverage in an amount of not less than the completed value of the REGS and other Work, which shall include all project soft costs. All policies of "Special Form" builder's risk coverage shall be subject to the minimum insurance company ratings noted above. Such coverage shall be put in place no later than the inception of construction services, and must remain in force until a final certificate of substantial completion is issued by a governmental entity. Such coverage shall include the interests of Lessee, Contractor, Landlord, Landlord's lender, and Landlord's property manager, as their interests may appear, and provide for a waiver of subrogation in favor of the foregoing parties. Evidence of such coverage shall be provided to Landlord in the form of a certificate of insurance prior to the inception of construction services. This policy shall also include coverage for any portions of the REGS while it is stored at a location other than the Demised Premises or is in transit. Each Contractor shall also maintain Rigger's Liability Coverage. Such coverage shall be at least as broad as the most recent Insurance Services Office (ISO) Riggers Liability Coverage Form available.

Each Contractor with a professional services responsibility on the project, including, but not limited to design services shall, at a minimum, procure and maintain Professional Liability Insurance, including contractual liability coverage, with limits of not less than \$2,000,000 per claim and in the aggregate, which can be satisfied through evidence of a contractors' professional liability policy or an architects' and engineers' professional liability policy. Contractor's deductible or self-insured retention shall not exceed \$50,000 per claim and Contractor shall be responsible for such deductible or self-insured retention without regard to fault. Any professional liability policy shall include a retroactive date that is no later than the inception date of design services or construction management services. Any professional liability coverage shall be maintained in effect for a period of five (5) years after the substantial completion of the REGS (as evidenced by a final certificate of substantial completion issued by a governmental entity) either through annual renewals on substantially the same terms and conditions as the original policy, or through an extended reporting period endorsement of not less than five (5) years. Each Contractor shall also require from subcontractors with a professional services responsibility on the project, including, but not limited to design services, professional liability coverage in an amount of not

less than \$1,000,000 per claim and in the aggregate, which shall be subject to the foregoing terms and conditions required of Contractor herein. Each Contractor shall be responsible for obtaining from subcontractors certificates of insurance evidencing the above coverage prior to the inception of any work performed by the subcontractor on the REGS and renewal certificates thereafter for a period of five (5) years following the she substantial completion of the REGS. Such certificates, including renewal certificates, shall be submitted to Landlord upon request, but in any event, no less frequently than the renewal of such policies.

EXHIBIT G

VIRTUAL NET METERING PROGRAM

1. Establishment of Virtual Net Metering Program; Lessee Obligations.

(a) Lessee shall establish a virtual net metering program for the Shopping Center (as such term is defined in the Lease) under the terms of the Utility's Electric Rate Schedule NEMV (Virtual Net Metering for a Multi-Lessee or Multi-Meter Property Served at the Same Service Delivery Point), whose terms may be amended or revised from time to time.¹

(b) Lessee shall take all actions necessary to manage and administer the VNMP arrangement in a first-class manner, consistent with the operation of the Shopping Center or the Project as a first-class retail shopping center, which shall include but not be limited to: (i) application to establish a VNMP arrangement in accordance with the terms and conditions of the VNMP Schedule; (ii) preparation and submission of all VNMP Schedule application materials; establishment and management of a generator account for the benefit of Lessee; (iii) establishment and exclusive control by Lessee of one or more benefitting accounts on behalf of the Lessee, Landlord, the Participating Tenants, the Electing Tenants, or the Shopping Center, and in each circumstance as reasonably determined by the Lessee and approved by Landlord; (iv) notification to Utility of Lessee's authorized agent status eligible to receive delivery of all Landlord, Participating Tenants and/or Electing Tenants bills and monthly invoices for utility services; (v) maintenance of transparent accounts and records related to the REGS and administration of the VNMP program; (v) provision of Utility invoice management and Clean Energy Credit settlement services for the benefit of the Landlord and/or one or more of Landlord's tenants or occupants in accordance with one or more solar services participation agreements; (vi) contracting with the Landlord for the Common Areas and Participating Tenants of the Shopping Center for the sale of Clean Energy Credits under the VNMP arrangement; *provided, however,*, any contract by and between Lessee and Landlord and any third party contract by and between the Lessee and any Electing Tenants shall be in accordance with standard terms and conditions established by a Solar Services Participation Agreement ("SSPA") approved by the Parties (which approval shall not be unreasonably withheld, conditioned or delayed) and in a form substantially similar to the SSPA attached hereto as Schedule 1 (collectively the "VNMP Services"); and *provided, further*, any SSPA between the Lessee and the Landlord shall require Participating Tenants to pay Lessee an amount equal to 100% of the cost (calculable in U.S. dollars) that Participating Tenants would have been required to pay to Utility for the electric service attributable to or associated with the Clean Energy Credits attributable to the VNMP allocation for all electric service provided through the master meters of the Shopping Center and owned or controlled by Landlord, subject to the terms of Section 2(e) below. Lessee shall have the right, but not the obligation (unless Ross Dress for Less, Sears and/or JC Penny require Lessee to enter into an SSPA as a condition to providing their approval for Lessee to install the REGS on the roof of their leased buildings), to enter into an SSPA with any Electing Tenants; provided that Lessee shall obtain Landlord's prior written consent with respect to any such SSPA with an Electing Tenant, which shall not be unreasonably withheld, conditioned or delayed, and the result of entering into any such SSPA with an Electing Tenant shall not in any manner materially decrease the number of Clean Energy Credits then allocated or otherwise available to Landlord for the Common Areas and Participating Tenants, or otherwise adversely affect the VNMP Services provided by Lessee to Landlord for the Common Areas and Participating Tenants.

2. VNMP License; Landlord Obligations.

- (a) Upon the Commercial Operations Date, Landlord hereby appoints Lessee, for a period co-terminus with this Lease, as its exclusive agent with all necessary delegated authorities to perform the VNMP Services as defined in Section 1 to this Exhibit G.
- (b) Landlord shall use commercially reasonable efforts to negotiate lease agreements with any new tenant within the Shopping Center (other than Lessee) executed after the date hereof to include provisions requiring such new tenant's participation in the VNMP arrangement pursuant to terms and conditions set forth in the template SSPA attached hereto as Exhibit G. Any such failure of Landlord to include such provisions in new leases shall not constitute a default by Landlord.
- (c) Subject to the terms and conditions of this Lease, Landlord affirmatively agrees to use commercially reasonable efforts to facilitate the Lessee's implementation and administration of the VNMP arrangement on behalf of Participating Tenants of the Shopping Center, including but not limited to maintaining the level of tenant occupancy of the Shopping Center at a level equal to 50% or greater of total tenant capacity with regard to the Participating Tenants only as of the date hereof and to maintain the Shopping Center operating as a retail shopping center as the term "shopping center" is defined by the International Council of Shopping Centers (a "Retail Shopping Center"). If Landlord fails to maintain the level of tenant occupancy in the Shopping Center with regard to the Participating Tenants only above

¹ The NEMV Schedule can be found here: <http://www.pge.com/tariffs/m2/pdf/ELEC_SCHEDULE_NEMV.pdf>

50% of total tenant capacity (calculated as of the date hereof) for any six (6) consecutive months during the Term, or if less than 50% of all such Participating Tenants fail to participate in the VNMP or purchase Clean Energy Credits from the Lessee during a six (6) consecutive month period during the Term, or if Landlord fails to maintain the Shopping Center as a Retail Shopping Center, such failure shall not constitute a Landlord Default for purposes of the Lease or otherwise. In such event, Lessee may deliver written notice to Landlord and if the tenant occupancy in the Shopping Center with regard to the Participating Tenants only fails to return to at least 50% of such total tenant capacity, or if the Shopping Center fails to return to a Retail Shopping Center, within six (6) months then Lessee may, as its sole remedy, terminate the Lease upon written notice delivered to Landlord, in which event the Parties shall have no further liability or obligations under the Lease, except for those provisions which expressly survive termination as set forth therein.

(d) Landlord affirmatively agrees to use commercially reasonable efforts to provide, and to cooperate in the provision or acquisition of, all information, consents, and third party or Utility authorizations necessary for Lessee to implement and administer the VNMP arrangement. Title to all records, reports, documents, patent and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, brand names, inventions, processes and formulae, copyrights and copyright rights, trade secrets, trade dress, business and product names, logos, industrial models, designs, methodologies, computer programs, databases and related documentations, technical information, manufacturing, engineering and drawings, know-how and other services provided by Lessee, or the use, operation, maintenance or repair of the REGS (collectively, the "Intangible REGS Property") shall vest in the Lessee unless otherwise agreed to in writing between the Lessee and Landlord.

(e) For all Landlord controlled Utility meters Landlord agrees to purchase for the Common Areas and Participating Tenants all Clean Energy Credits during the term of this Lease equal to the amount of Clean Energy Credits allocated to, associated with, or attributable to Utility electric energy services provided to such meters, all in accordance with that certain SSPA signed the date hereof by and between the Landlord and the Lessee and attached hereto as Schedule 1; provided, however, such SSPA shall include and establish that Landlord is entitled to an amount equal to 100% of the cost (calculable in U.S. dollars) that Landlord would have been required to pay to Utility for the electric service attributable to or associated with the Clean Energy Credits that Landlord receives per its Allocation since it is the Parties' understanding that Landlord shall receive the Percentage Rent in lieu of the 5% discount on the cost of the electric service; provided, however, that (i) in addition to Landlord's right to receive the Percentage Rent with respect to Electing Tenants, any SSPA with respect to Electing Tenants shall include and establish that such Electing Tenant is entitled to an amount equal to 95% of the cost (calculable in U.S. dollars) that such Electing Tenant would have been required to pay to Utility for the electric service attributable to or associated with the solar energy credits that such Electing Tenant receives per its Allocation, and (ii) Landlord may elect at any time and for any period during the Term by delivery of written notice to Lessee to not receive the Percentage Rent with respect to any or all of the Participating Tenants in which event the designated Participating Tenants shall be entitled to an amount equal to 95% of the cost (calculable in U.S. dollars) that such Participating Tenants would have been required to pay to Utility for the electric service attributable to or associated with the solar energy credits that such Participating Tenant receives per its Allocation.

(f) Notwithstanding the foregoing, Lessee agrees that (i) in no event shall Lessee charge any processing or administrative fees in connection with Lessee's administration of the VNMP, (ii) Lessee shall not notify Landlord in writing of any issues that arise with, or failures by, the Utility, Participating Tenants or Electing Tenants, and Lessee shall use commercially reasonable efforts to resolve any such issues in a reasonable time, (iii) upon request by Landlord, Lessee shall provide copies of any payments, invoices, contracts (including SSPA's) or other items in connection with Lessee's administration of the VNMP, (iv) Landlord shall have the right to audit Lessee's records with respect to the administration of the VNMP at any time upon reasonable advance written notice, (v) upon any default by Lessee under the Lease or with respect to its administration of the VNMP (beyond any applicable cure period), in addition to Landlord's other rights and remedies, Landlord shall have the right, at its election by delivery of written notice to Lessee, to appoint another third party service provider to perform administration of the VNMP, (vi) in no event shall Landlord or Landlord Indemnities have any liability in connection with any separate SSPA between Lessee and any Electing Tenants, and (vii) in the event there are any inconsistencies or conflicts between the terms and conditions of the Lease (including this Exhibit G) and the terms and conditions of any SSPA, the terms and conditions of the Lease (including this Exhibit G) shall control.

SCHEDULE 1 TO EXHIBIT G
SOLAR SERVICES PARTICIPATION AGREEMENT

This Solar Services Participation Agreement ("Agreement"), dated _____, 201_____ between _____ ("Applicant") and [SERVICE ENTITY] ("Service Provider") establishes and governs the provision of solar energy services ("Services") by Service Provider to Applicant during the time period commencing on the later to occur of (i) the signature date of this Agreement or (ii) the date that the [Service Provider/Landlord's] NEMV Arrangement (as defined below) has been approved and commences (as applicable, "Commencement Date"), and ending in accordance with the terms and conditions contained herein. **[NOTE: THIS AGREEMENT WILL ONLY BE ENTERED INTO BY LANDLORD FOR THE AREAS SERVED BY THE MASTER METERS CONTROLLED BY LANDLORD OR BY ANY ANCHOR/OUT-PARCEL TENANTS ELECTING TO PARTICIPATE AND APPROVED BY LANDLORD.]**

Applicant Service Address (please include building number, street, apartment number (if applicable), city, and state):

Meter Location: _____

RECITALS

WHEREAS, Service Provider desires to establish a virtual net metering program (hereinafter the "NEMV Arrangement") for PASSCO HANFORD MALL, LLC, a Delaware limited liability company ("Landlord") for certain areas which receive electrical service through master meters controlled by Landlord of its multi-Lessee property commonly referred to as Hanford Mall located at 1675 West Lacey Boulevard, Hanford, California 93230 ("Property"), which NEMV Arrangement shall be administered under the terms of Southern California Edison Company's (SCE) Electric Rate Schedule NEMV (Virtual Net Metering for a Multi-Lessee or Multi-Meter Property Served at the Same Service Delivery Point), whose terms may be amended or revised from time to time (the "NEMV Schedule")²;

WHEREAS, Service Provider intends to install, own and operate a solar photovoltaic electric generating facility (hereinafter the "Renewable Electrical Generation Facility") on the roof of the enclosed mall at the Property to generate solar energy for certain areas owned or leased by Landlord or Applicant;

WHEREAS, Applicant is a tenant or owner of premises or property within the Property and seeks to engage Service Provider to provide the Services and deliver solar energy credits to Applicant in accordance with the NEMV Schedule; and

WHEREAS, the Service Provider wishes to perform the Services on behalf of the Applicant subject to the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Applicant affirms that Applicant, pursuant to that certain lease agreement with the Landlord dated _____ (as amended, "Applicant's Lease"), leases certain premises from Landlord or otherwise owns property located at the address above, herein referred to as "Applicant's Service Address." Applicant further affirms that such address identifies premises that are interconnected to and takes electric service from SCE using a master metered or separately or individually metered unit. Applicant provides permission for Service Provider to install a submeter at Applicant's premises at Service provider's cost.
2. Applicant hereby authorizes Service Provider to act as its independent agent and designee to take all actions deemed reasonably necessary to provide the Services, which will include: (i) participating in the NEMV Arrangement on behalf of the Applicant under the terms of the NEMV Schedule, (ii) discounting a designated portion of Applicant's ongoing electric energy service usage (measured in kWh) with solar energy credits (hereinafter the Applicant's "Allocation"), (iii) establishing and/or reporting Applicant's Allocation to SCE, and (iv) managing and administering Applicant's electric service billing account(s) and payments to SCE for the benefit of Applicant.

² The NEMV Schedule can be found here: <http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEMV.pdf>

3. Applicant shall be entitled to receive all solar energy credits attributable to its Allocation, and agrees to be solely responsible for all costs, billing, invoices, and any other charges associated with the provision of electric service by SCE under the NEMV Schedule to the Applicant's Service Address.

4. Service Provider will provide notice of Applicant's Allocation during the first monthly billing period of Applicant's participation in the NEMV Arrangement. The Allocation will be equal to a fixed percentage share of the Renewable Electrical Generation Facility's solar energy production during each monthly billing period. Applicant's Allocation may be modified by Service Provider from time to time in accordance with Paragraph 7. Per the NEMV Schedule, each month Service Provider will manage and apply the SCE discount to Applicant's electric service use in an amount equal to the solar energy credit Allocation. Applicant acknowledges and agrees it will not have any rights or interests in, nor be entitled to claim or receive, the actual electric energy output of, or any other economic benefit attributable to, the Renewable Electrical Generation Facility or its production, other than any SCE credits attributable to Applicant's Allocation under the NEMV Schedule.

5. Applicant agrees to promptly comply with any request to provide Service Provider copies of any documents, records, or electric service metering information that are reasonably necessary to enable Service Provider to implement this Agreement or substantiate any claim, charge, or calculation made by the Applicant under this Agreement. Service Provider agrees to provide Applicant, promptly upon request, commercially reasonable information about Applicant's participation in the NEMV Arrangement or the Renewable Electrical Generation Facility's production, including copies of any related documents or records.

6. Unless otherwise agreed to in writing between the Parties, for each applicable monthly billing period during the Term (defined in Section 9 below), Applicant agrees to pay Service Provider for the Services, and Service Provider accepts as payment from Applicant therefor, an amount equal to 95% of the cost (calculable in U.S. dollars) that Applicant would have been required to pay to SCE for the electric service attributable to or associated with the solar energy credits that Applicant receives per its Allocation. For the sake of clarity, the Services fee payment will be calculated based on the amount of kWhs delivered by SCE to the Applicant's Service Address during the prior monthly billing period that equals the Applicant's Allocation, multiplied by the applicable SCE electric service rate under Applicant's SCE otherwise-applicable metered rate schedule ("OAS"), taking into account the applicable OAS terms and conditions (including time of day and seasonable adjustments) that include all components of the standard rate tariff including taxes, surcharges, or any other charges included in the OAS rate tariff that continue to be charged or would have otherwise been charged as part of Applicant taking electric service from SCE with respect to the Allocation; provided, however, the Service Provider will not invoice or charge the Applicant for any fees or charges directly associated with Applicant's participation in the NEMV Arrangement if those fees or charges would not have otherwise been incurred. In addition to the Services fee payment, for each applicable monthly billing period during the Term the Applicant shall transfer and pay to Service Provider (acting as Applicant's agent pursuant to Section 2(iv)) all amounts identified by SCE as due to owing for Applicant's receipt and use of electric service not attributable to or associated with the Allocation.

7. Throughout the term, Service Provider shall prepare and render to Applicant within ten (10) business days after the end of each month an invoice for the Services as calculated pursuant to Paragraph 6 above. Each invoice will contain a copy of each SCE performance report on the amount of electricity generated by the Renewable Electrical Generation Facility during the prior month. Applicant's Payment shall be made by any method acceptable to Service Provider on or before the thirtieth (30th) day following receipt by Applicant of Service Provider's invoice. If the Applicant fails to pay and transfer the Services fee when due under this Agreement for any reason, and such failure is not cured within ten (10) days after written notice from Service Provider, the Service Provider shall have the right to revise, modify or otherwise change the Applicant's Allocation.

8. Service Provider will operate and maintain the applicable Renewable Electrical Generation Facility consistent with prudent industry practices and in a manner to generate electric energy for delivery to SCE in accordance with the terms and conditions of the SCE NEMV Schedule and consistent with the operation of the Property as a first-class retail shopping center. Service Provider shall retain all right, title and interest to all environmental attributes or solar energy attributes generated by or associated with the Renewable Electrical Generation Facility.

9. This Agreement shall expire on the earlier to occur of (i) the date Applicant's Lease expires by its terms or is terminated or the date Applicant is no longer an owner within the Property, (ii) the Renewable Electrical Generation Facility ceases to produce solar energy and is removed from the Landlord's property, or (iii) other termination of this Agreement pursuant to the terms hereof (as applicable, "**Termination Date**"). The period commencing on the Commencement Date and ending on the Termination Date shall be referred to herein as the "Term." If this Agreement is terminated for any reason, Applicant shall remain responsible for the payment of all Services fees or charges that are attributable to providing the Services prior to the date of termination.

10. Applicant agrees that Service Provider shall not be held responsible and will be indemnified by Applicant for any damages resulting from Service Provider's failure to perform any part of this Agreement as a result of Applicant's failure to pay the Services fee or Applicant's breach of this Agreement. Notwithstanding any provisions hereunder to the contrary, Service Provider reserves the right to discontinue providing the Services to the Applicant in the event of Services fee non-payment that is not cured within sixty (60) days following receipt by Applicant of Service Provider's invoice under Section 6 and 7. Applicant further acknowledges and agrees that Landlord is not a party to this Agreement shall not be liable for any costs, claims, damages, liabilities or issues arising from the terms and conditions of this Agreement.

11. The Parties hereby warrant that the persons executing this Agreement are authorized to execute and obligate the respective Parties to perform under this Agreement in accordance with its terms.

12. Service Provider represents that Applicant's participation in the NEMV Arrangement will not cause interruption to Applicant's electric service from SCE. Service Provider further represents and acknowledges that the Applicant's Allocation will be attributable to a portion of electric energy generated from the single Renewable Electrical Generation Facility located or that will be located at a multi-tenant property that shares the same service delivery point with the Applicant's electric service meter consistent with the SCE NEMV Schedule requirements and California Public Utilities Commission (CPUC) Decisions 11-07-031 and 08-10-036 (as the same may be modified or amended from time to time).

13. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary, or any similar relationship between the Parties. This Agreement is made and entered into for the protection and legal benefit of the Applicant and the Service Provider and their permitted successors and assigns, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement. This Agreement may be assigned by Applicant to an assignee or sublessee of the premises located at Applicant's Service Address, provided Applicant has provided prior written notice to the Service Provider and received written consent to such assignment, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, if Service Provider has not provided a written response within thirty (30) days of receipt of such prior written notice by Applicant, such failure to respond shall be considered consent by Service Provider for purposes of this Section 13.

14. The Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement by prompt negotiations noticed in writing.

15. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of California, excluding any choice of law rules that might direct the application of the laws of a different jurisdiction. This Agreement may not be assigned, in whole or in part, to another party.

16. Correspondence regarding this Agreement and administration of the Services should be sent electronically or mailed to the Service Provider at the following contact points:

[INSERT CONTACT POINTS]

17. This Agreement shall at all times be subject to such changes or modifications by the CPUC as said commission may, from time to time, direct in the exercise of its jurisdiction.

18. This Agreement may be executed by the Parties in one or more counterparts, each of which, when executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

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SCHEDULE I TO EXHIBIT G

Date _____

Phone _____

Title _____

Name of Authorized Representative _____

Title _____

Phone _____

Name of Authorized Representative _____

Signature _____

Signature _____

APPLICANT

PROVIDER

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the signature date.

EXHIBIT H

CERTAIN AGREEMENTS FOR THE BENEFIT OF THE FINANCING PARTIES

Landlord acknowledges that Lessee will be financing the installation of the REGS either through a Landlord, lender or with financing accommodations from one or more financial institutions and that the Lessee may sell or assign the REGS and/or may secure the Lessee's obligations by, among other collateral, a pledge or collateral assignment of the Lease and a first security interest in the REGS. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any such financial institutions of which Lessee has notified Landlord in writing Landlord agrees as follows:

(a) Consent to Collateral Assignment. Landlord consents to either the sale or conveyance to a Landlord or the collateral assignment by Lessee to a lender that has provided financing of the REGS ("Financing Party"), of the Lessee's right, title and interest in and to the Lease, upon the condition that all rights acquired by such Financing Party shall be subject to each and all of the covenants, conditions and restrictions set forth in the Lease, and to all rights and interests of Landlord therein and that any leasehold mortgage in favor of Financing Party may not be cross-collateralized with any other property and may not be cross-defaulted with any other loan. None of such covenants, conditions or restrictions is or shall be waived by Landlord by reason of the right given to mortgage such interest in this Lease, except as expressly provided herein.

(b) Notices of Default. Provided that the Financing Party shall have notified Landlord in writing of its status as a Financing Party and its name and address, Landlord will deliver to the Financing Party, concurrently with delivery thereof to Lessee, a copy of each notice of default given by Landlord under the Agreement, inclusive of a reasonable description of Lessee's default. No such notice will be effective absent delivery to the Lessee. Failure of Landlord to provide notice to Financing Party under any provision of this Exhibit B shall not give rise to a cause of action by either Lessee or Financing Party against Landlord in either law or equity.

(c) Rights Upon Event of Default. Notwithstanding any contrary term of the Lease:

- i. The Financing Party, as collateral assignee, shall be entitled to exercise, in the place and stead of Lessee, any and all rights and remedies of Lessee under the Lease in accordance with the terms of the Lease and only in the event of Lessee's default. The Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to the Lease and the REGS.
- ii. The Financing Party shall have the right, but not the obligation, to pay all sums due under the Lease and to perform any other act, duty or obligation required of Lessee thereunder or cause to be cured any default of Lessee thereunder in the time and manner provided by the terms of the Lease. Nothing herein requires the Financing Party to cure any default of Lessee under the Lease or (unless the Financing Party has succeeded to Lessee's interests under the Lease) to perform any act, duty or obligation of Lessee under the Lease, but Landlord hereby gives it the option to do so.
- iii. Upon the exercise of remedies under its security interest in the REGS, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Lessee to the Financing Party (or any assignee of the Financing Party) in lieu thereof, the Financing Party shall give notice to Landlord of the transferee or assignee of the Lease and obtain Landlord's consent thereto, which shall not be unreasonably withheld, conditioned or delayed. Any such exercise of remedies shall not constitute a default under the Lease.
- iv. Upon any rejection or other termination of the Lease pursuant to any process undertaken with respect to Lessee under the United States Bankruptcy Code, at the request of the Financing Party made within ninety (90) days of such termination or rejection, Landlord shall enter into a new agreement with the Financing Party or its assignee having the same terms and conditions as the Lease.

(d) Right to Cure.

- i. Landlord will not exercise any right to terminate or suspend the Lease due to a default by Lessee unless it shall have given the Financing Party and Lessee prior written notice by sending notice to the Financing Party (at the address provided by Lessee if at all, otherwise Landlord shall have no such obligation) and Lessee of its intent to terminate or suspend the Lease, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in the Lease. This Sub-section (d)(i) does not alter or extend, nor is it cumulative to, the cure periods specified in Section 18 of the Lease. The Parties respective obligations will otherwise remain in effect during any cure period; provided that if such Lessee default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues

cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed additional sixty (60) days.

ii. If the Financing Party (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Lessee's assets and shall, within the time periods described in Sub-section (d)(i) above, cure all defaults under the Lease existing as of the date of such change in title or control in the manner required by the Lease and which are capable of cure by a third person or entity, then such person or entity shall no longer be in default under the Lease, and the Lease shall continue in full force and effect.

(e) New Lease Terms. After any cancellation and termination of this Lease and upon compliance with the provisions of Section (d)(ii) above by Financing Party, or the approved nominee, within such time, Landlord shall thereupon execute and deliver such new lease to Financing Party or the approved nominee, having the same relative priority in time and right as this Lease (to the extent possible) and having the benefit of all of the right, title, interest, powers and privileges of Lessee hereunder in and to the Demised Premises.

(f) Title to Improvements. Upon the execution and delivery of the new lease, title to the REGS on the Demised Premises, shall automatically vest in Financing Party or the approved nominee until the expiration or earlier termination of the new lease.

(g) Assignment. In the event that Financing Party exercises any right hereunder to enter into a new lease (or to designate its approved nominee to enter into a new lease), any transfer of such new Lease shall be subject to the conditions of said new lease governing any such transfers.

(h) No Merger. So long as any debt secured by a leasehold mortgage upon the leasehold created by this Lease shall remain unpaid, unless Financing Party shall otherwise consent in writing, the fee title to the Demised Premises and the leasehold estate in the Demised Premises shall not merge but shall always be kept separate estates, notwithstanding the union of such estates either in Landlord or in Lessee or in a third party by purchase or otherwise.

(i) Landlord's Right to Cure. As a condition to encumbering the Lease, Lessee agrees that it shall obtain from any Financing Party an agreement to the effect that (i) such Financing Party shall notify Landlord of any default by Lessee under the leasehold mortgage in favor of such Financing Party (the "Leasehold Mortgage") at the time that Financing Party serves upon Lessee any notice of such default, (ii) Landlord shall have the right, but not the obligation, to cure any default under such Leasehold Mortgage on Lessee's behalf within the time permitted for Lessee to cure such default, provided that if such Lessee default reasonably cannot be cured by Landlord within such period and the Landlord commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed additional sixty (60) days, and (iii) such Financing Party shall not take any action to foreclose upon its Leasehold Mortgage or accept a transfer of the Lease in lieu of foreclosure so long as Landlord shall cure any default thereunder (other than those not susceptible to cure, such as the bankruptcy of Lessee) within the foregoing time period. Any sums paid by Landlord to cure a default under the Leasehold Mortgage shall be payable to Landlord by Lessee as additional Rent within thirty (30) days following receipt of an invoice therefor.

(j) Option to Pay-Off Leasehold Mortgage. Landlord shall have the option to pay off the debt secured by the Leasehold Mortgage and obtain a release of the Leasehold Mortgage from the Leasehold prior to the foreclosure thereof or a transfer of the Lease in lieu of foreclosure upon the following terms and conditions. Prior to the commencement of foreclosure proceedings or the acceptance of a transfer of the Lease in lieu of foreclosure, the Financing Party shall give Landlord written notice of a transfer of the Lease in lieu of foreclosure, the Financing Party shall give Landlord written notice thereof. For a period of thirty (30) days following Landlord's receipt of such written notice, Landlord shall have the right to pay off the debt secured by the Leasehold Mortgage and obtain a release of the Leasehold Mortgage from the Leasehold by giving written notice thereof to the Financing Party. The amount Landlord shall be required to pay the Financing Party in order to pay off the debt secured by the Leasehold Mortgage shall be the outstanding principal balance secured by the Leasehold Mortgage, together with accrued interest and penalties. The pay off of the debt secured by the Leasehold Mortgage shall be consummated within thirty (30) days following Landlord's election to pay off the debt secured by the Leasehold Mortgage. All sums paid by Landlord to pay off the debt shall be payable to Landlord by Lessee as additional Rent within thirty (30) days following receipt of an invoice therefor.

(k) Option to Assume Leasehold Mortgage. Landlord shall have the option to assume the debt secured by the Leasehold Mortgage and require Lessee to assign its interest in the Lease to Landlord prior to the foreclosure of the Leasehold Mortgage or a transfer of the Lease in lieu of foreclosure upon the following terms and conditions. Prior to the commencement of foreclosure proceedings or the acceptance of a transfer of the Lease in lieu of foreclosure, the Financing Party shall give Landlord written notice thereof. For a period of thirty (30) days following Landlord's receipt of such written notice,

Landlord shall have the right to exercise such option by giving written notice thereof to the Financing Party and Lessee. The assumption of the debt and assignment of the Lease shall be consummated within thirty (30) days following Landlord's exercise of such option. All sums paid by Landlord to cure any default under the Landlord Mortgage as of such assumption and assignment shall be payable to Landlord by Lessee within thirty (30) days following receipt of an invoice therefor and Lessee shall remain obligated for such payment notwithstanding the assignment of the Lease to Landlord.

(l) Right of First Refusal Upon Transfer. With respect to a proposed assignment of the Leasehold by a Financing Party (or its designee) following the foreclosure of its Leasehold Mortgage or an assignment in lieu of foreclosure, Landlord shall have the right of first refusal to acquire the Leasehold upon the same financial terms as provided in the proposed assignment by giving written notice thereof to the Financing Party within ten (10) business days following the date Landlord receives written notice of the proposed assignment as required by Article 17 of the Lease, which notice shall include a description of such financial terms. If Landlord exercises its right of first refusal, Landlord and Financing Party shall promptly enter into an agreement evidencing such acquisition.

(m) Landlord's Lien Rights. In addition to any statutory landlord's lien, Lessee grants to Landlord, to secure performance of Lessee's obligations under the Lease, a security interest in all of the REGS and all proceeds therefrom (collectively, the "**Collateral**") and the Collateral shall not be removed from the Demised Premises without the consent of Landlord until all obligations of Lessee under the Lease have been fully performed. All Collateral pledged by Lessee under the Lease shall secure the timely payment and performance of all obligations under the Lease. Except as expressly provided in the Lease, no Collateral pledged under the Lease shall be released until such time as all obligations under the Lease have been satisfied in full. Upon a Lessee Default, Landlord may, in addition to all other remedies, without notice or demand except as provided below, exercise the rights afforded a secured party under the California Uniform Commercial Code (the "UCC"). Landlord may retain or sell all or any part of the Collateral, at public or private sales, to itself, a wholesaler, retailer or investor, for cash, upon credit or for future delivery, and at such price or prices as Landlord may deem commercially reasonable. To the extent permitted by law, Lessee hereby specifically waives all rights of redemption and any rights of stay or appraisal which it has or may have under any applicable law in effect from time to time. Any such public or private sales shall be held at such times and at such place(s) as Landlord may determine. In case of the sale of all or any part of the Collateral on credit or for future delivery, the Collateral so sold may be retained by Landlord until the selling price is paid by the purchaser, but Landlord shall not incur any liability in case of the failure of such purchaser to pay for the Collateral and, in case of any such failure, such Collateral may be resold. Landlord may, instead of exercising its power of sale, proceed to enforce its security interest in the Collateral by seeking a judgment or decree of a court of competent jurisdiction. In connection with any public or private sale under the UCC, Landlord shall give Lessee five (5) days prior written notice at the time and place of any public sale of the Collateral or at the time after which any private sale or other intended disposition thereof needs to be made, which is agreed to be a reasonable notice of such sale or other disposition. To perfect or continue the perfection of Landlord's security interest under this paragraph, Lessee authorizes Landlord to prepare and file any financing statements or fixture filings describing the Collateral without otherwise obtaining the Lessee's consent with respect to the filing of such financing statements. Except as expressly provided in the Lease (including this Exhibit H), Lessee may not grant any security interest in the Collateral to a lender or other creditor without Landlord's written consent.

(n) Subordination of Landlord's Liens. Landlord hereby subordinates any statutory landlord's lien and any security interest Landlord may have in any trade fixtures, equipment (including the REGS), machinery and inventory of Lessee in favor of any Financing Party having a security interest in such property, except that the above subordination shall not apply to (a) any equipment, fixtures or improvements which belong to or will belong to Landlord after installation by Lessee (including, without limitation, the New Roof and New LED Lighting); or (b) any cash on hand or on deposit in Lessee's accounts which Landlord may claim through legal collection procedures. Lessee acknowledges that, notwithstanding Landlord's agreement to subordinate any statutory lien and any security interest as provided above, Lessee shall not have the right to hypothecate or collaterally assign its interest on the Lease, except as may be expressly provided in the Lease (including this Exhibit H).

EXHIBIT I

INTENTIONALLY DELETED

EXHIBIT I
-1-

EXHIBIT J

LIST OF COST AND FEES OF LESSEE

The following costs and expenses constitute the Lessee Utility Costs under Section 5(a)(ii) of the Agreement, as the same may be updated from time to time in accordance therewith.:

1. All Utility costs identified or described in the Utility's Schedule NEM-V, Sheet 1, Virtual Net Energy Metering for Multi-Tenant and Multi-Meter Properties, as the same may be modified, revised or updated in whole or in part, including but not limited to operating expenses, reconnect/disconnect charges, changes to Benefiting Account allocation percentages, interconnection costs, Net Generator Output Meter installation, Gross Credit and Net Surplus Compensation Rate costs, and all other delivery charges and monthly fees attributable to the Owner and Operator.
2. All charges incurred by Lessee related to setting up one or more Utility expense, funds management, or other financial accounts for the benefit of the Landlord, the Participating Tenants, or the Electing Tenant for the purposes of managing one or more Benefiting Account(s).
3. Any Utility or third party fees and expenses incurred by Lessee related to the redevelopment or relocation of electrical equipment interconnecting the REGS to the Utility distribution system

EXHIBIT K
MINIMUM OUTPUT SCHEDULE
Annual Minimum outputs in MWh

Year of Operation	Annual Minimum Output (MWh)
Year 1	1,915
Year 2	1,895
Year 3	1,876
Year 4	1,858
Year 5	1,839
Year 6	1,821
Year 7	1,802
Year 8	1,784
Year 9	1,767
Year 10	1,749
Year 11	1,731
Year 12	1,714
Year 13	1,697
Year 14	1,680
Year 15	1,663
Year 16	1,647
Year 17	1,630
Year 18	1,614
Year 19	1,598
Year 20	1,582
Year 21	1,566
Year 22	1,550
Year 23	1,535
Year 24	1,519
Year 25	1,504
Year 26	1,489
Year 27	1,474
Year 28	1,460
Year 29	1,445
Year 30	1,430