

<b>DOCKETED</b>	
<b>Docket Number:</b>	26-OPT-02
<b>Project Title:</b>	Seahawk Battery Energy Storage System
<b>TN #:</b>	270264
<b>Document Title:</b>	Section 3-6 Appendices Part 2
<b>Description:</b>	N/A
<b>Filer:</b>	Erin Phillips
<b>Organization:</b>	Dudek
<b>Submitter Role:</b>	Applicant Consultant
<b>Submission Date:</b>	5/27/2026 10:47:25 AM
<b>Docketed Date:</b>	5/27/2026

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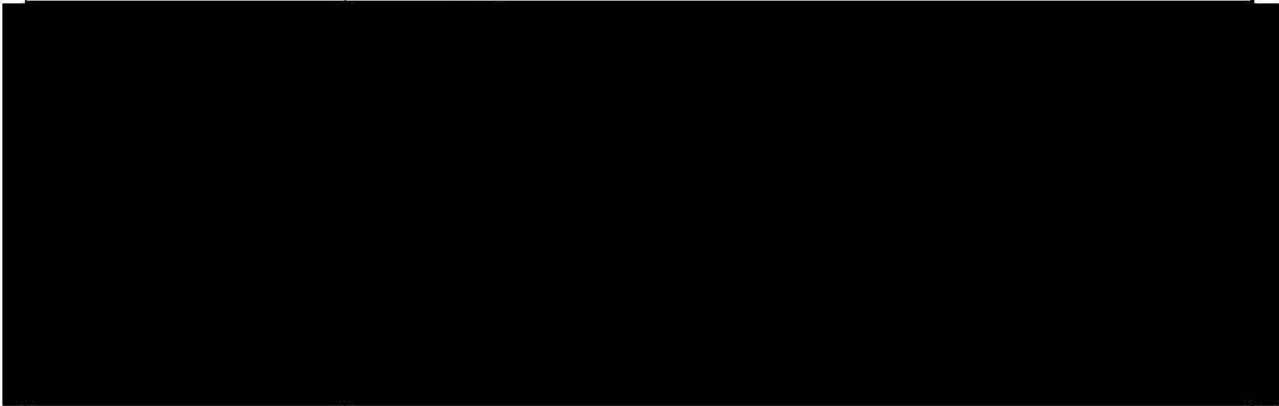
# **Appendix 3.6B**

## Site Control Documentation

**COVER SHEET**

**OPTION AND PURCHASE AGREEMENT**

Effective Date	March 1, 2024
Owner	[REDACTED]
Purchaser	Sequoia Energy Storage 1, LLC
Property Address	90 Minto Road, Watsonville, CA 95076 (APN: 051-101-77 and APN: 051-101-78)



Addresses for Notices	<p>Purchaser: Sequoia Energy Storage 1, LLC c/o New Leaf Energy, Inc. 55 Technology Drive, Suite 102 Lowell, Massachusetts 01851 Attn: EVP Project Finance</p> <p><u>With a copy to:</u> New Leaf Energy, Inc. 55 Technology Drive, Suite 102 Attn: Legal Department</p> <p>and to: legalnotices@newleafenergy.com</p>	<p>Owner: [REDACTED]</p>
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## OPTION AND PURCHASE AGREEMENT

This Option and Purchase Agreement (this “*Agreement*”) is dated as of the Effective Date and is entered into by and between Owner and Purchaser (each a “*Party*” and together, the “*Parties*”).

### RECITALS

A. Owner owns the real property located in Watsonville, County of Santa Cruz, State of California, as more particularly described in the attached **Exhibit “A”**, together with (i) all improvements located thereon (the “*Improvements*”) and all plants, trees and shrubbery; (ii) any and all easements, rights of way, appurtenances, and similar rights belonging to, and inuring to the benefit thereof; (iii) all land lying in or under the bed of any street, alley road, or right-of-way open or proposed abutting or adjacent to the said real property, (iv) riparian rights, and rights of ingress or egress or other interests in, on or to any land, highway, street, road or avenue, open or proposed, in , on , across, in front of, abutting or adjoining the said real property, (v) all mineral, oil, gas and similar estates and rights, (vi) all machinery, equipment, appliances, furniture, furnishings and other items of tangible personal property owned by Owner, if any, and located on or in, affixed to, or used in connection with the said real property and said improvements (the “*Equipment*”), (vii) all assignable existing permits, licenses, approval and authorizations issued by any governmental authority in connection therewith, and all contract rights, warranties, and intangible property related thereto (collectively, the “*Property*”).

B. Purchaser desires to obtain an option to purchase the Property, subject to the Retained Rights (as defined below).

C. There is an existing lease to [REDACTED] (“*Tenant*”) on the Property expiring on November 1, 2023, to use the Property for apple farming (the “*Existing Lease*”). Additionally, there is one residence and three adjacent buildings on the property under month-to-month leases (collectively, the “*Residential Tenants*”).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are acknowledged, Owner and Purchaser hereby agree to and intend to be bound by the foregoing recitals and as follows:

1. **Definitions.** Capitalized terms used but not otherwise defined in this Agreement have the meanings assigned to them on the Cover Sheet or in the attached **Exhibit B**.

2. **Access to Property.** Commencing on Owner’s receipt of the initial Option Payment and throughout the Option Term, Purchaser and its employees, agents, contractors and current or potential lenders or investors (each a “*Purchaser Party*”), shall have the non-exclusive right to enter upon the Property, subject to compliance with the conditions and obligations set forth in this Section, to perform all effort and labor necessary to carry out tests, inspections, surveys and investigations (“*Tests*”) that Purchaser deems necessary or advisable to assess the feasibility of the Property for Purchaser’s intended use (the “*Project*”). Notwithstanding the foregoing, the non-exclusive right granted herein to Optionee shall be conditioned on the following terms:

(a) Notice. Prior to any entry by a Purchaser Party, Purchaser shall give Owner at least forty-eight (48) hours prior notice and a reasonably detailed description of the nature of the inspections Purchaser intends to conduct.

(b) Costs of Testing. All Tests and other activities on the Property shall be at Purchaser's sole cost, liability and expense, except as otherwise stated in this Agreement. Purchaser shall keep the Property free and clear from any liens and encumbrances arising from the performance and completion of the Tests, or out of any obligations incurred by or on behalf of Purchaser in connection with the Tests. Purchaser shall remove, or cause the removal of, any such lien by bond or otherwise within sixty (60) days after Purchaser becomes aware of the existence of such lien and if Purchaser shall fail to do so, Owner may pay the amount necessary to remove such lien, without being responsible for investigating the validity thereof, with Purchaser then being obligated to reimburse Owner for such cost plus interest from the date of any such payment to the date the same is paid at a variable rate which is five (5) percentage points above the discount rate of the Federal Reserve Bank of San Francisco for member banks from time to time or the maximum lawful rate under applicable laws, whichever is less.

(c) Current Tenant and Existing Condition. Purchaser shall use reasonable care and consideration, including to safety of persons and property, in connection with all of its Tests and any entry on the Property during the Option Term and shall in all instances comply with all Applicable Laws and rights of and obligations owed to third parties, including without limitation the Tenant under the Existing Lease and Residential Tenants. Purchaser's Tests and activities conducted on the Property shall not unreasonably impair or disturb the current use and operation of the Tenant's permitted activities and shall not unreasonably disturb the Tenant's crop or its farming activities, or the Residential Tenants. Purchaser shall restore the Property to substantially its condition prior to any Tests to the extent changes to such condition arose from the entry by, or actions of, Purchaser Parties on the Property.

(d) Insurance. Prior to any entry on the Property, Purchaser and/or any Purchaser Party entering onto the Property shall secure and maintain: (a) a commercial general liability policy on an "occurrence" basis having a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate which shall cover any loss, damage or injury which may occur as a result of the Tests on the Property, and (b) workers' compensation and employer's liability insurance in accordance with the provisions of California law. Prior to any such entry, Purchaser shall provide Owner with valid certificates of insurance (showing the carriers, policy numbers, names of additional insureds and expiration dates) evidencing the insurance coverages required in this Section 2(d) any loss, damage or injury which may occur as a result of Purchaser's or Purchaser Parties' entry upon the Property and the Tests thereon. Purchaser shall cause the worker's compensation insurance required to be maintained by Purchaser to be endorsed to provide that the insurer waives its right of subrogation against Owner and its affiliates. Owner shall be named as an additional insured under the commercial general liability policy, which policy shall be endorsed to provide that the insurance afforded the additional insured shall apply as primary insurance and that any other insurance carried by Owner will be excess only and will not contribute with this insurance. Purchaser's commercial general liability policy shall not be on a "claims made" basis.

All insurance policies required herein shall be issued by responsible insurance companies, maintaining an A.M. Best's Rating of A-VI or better and qualified to do business in California. All insurance policies shall contain provisions to the extent reasonably available from the applicable insurance providers (which shall be designated on the certificate of insurance) that the coverage afforded thereunder shall not be canceled or reduced, nor shall restrictive modifications be added, without providing Owner with at least thirty (30) days prior written notice thereof. The foregoing insurance requirements, the limits of liability stated and the Purchaser's compliance with the same shall not be deemed to constitute a limitation of Purchaser's liability or in any way limit, modify or otherwise affect Purchaser's contractual indemnification obligations. The foregoing insurance policies shall remain in place for the entire Option Term and upon the exercise of the Option, through the Closing. The provisions of this Section 2(d) shall survive the termination of this Agreement.

(e) Permits and Approvals. Purchaser shall obtain any and all permits and approvals required for all Tests, and provide any required notifications to any agencies, utilities, service providers or holders of easements, leases and licenses affecting the Property, to avoid damage to or interference with any underground or aboveground service or equipment as a result of such tests or inspections.

(f) Diligence Documents. Upon written request from Owner, Purchaser shall promptly provide Owner at no charge copies of any final site plan, environmental and/or Property condition reports and ALTA surveys prepared or obtained by or for Purchaser with respect to the Property and/or the Tests, other than Purchaser's financial or proprietary information ("***Diligence Documents***"). In accordance with Applicable Laws, Purchaser hereby assigns its right, title and interest in and to all of the Diligence Documents to Owner effective upon the termination of this Agreement, without representation or warranty of any kind. Purchaser's obligations under this Section shall survive any termination of this Agreement for a period of one (1) year.

### 3. Option to Purchase the Property.

(a) Grant of Option. Owner hereby grants to Purchaser the exclusive option to purchase all of the Property, subject to the Retained Rights, on the terms and conditions set forth in this Agreement (the "***Option***").

(b) Time and Manner of Exercise of the Option. The Option shall be for an initial term of three hundred sixty-five (365) days after the Effective Date (as it may be extended, the "***Option Term***"). The Option Term may be extended by Purchaser for one additional three hundred sixty-five (365) day period upon notice to Owner prior to the end of the then-current Option Term.

(c) Option Payment. Purchaser shall pay to Owner the Option Payment within forty-five (45) Business Days after the Effective Date of this Agreement, and at Purchaser's election to extend the Option Term, the First Additional Option Payment (once paid and together with the Option Payment, the "***Option Payments***") extension payments are to be paid within thirty (30) days after the end of the then-current Option Term; provided that Owner,

its successors, assigns and/or designee, if any, shall submit to Purchaser any documents reasonably required by Purchaser in connection with the payment of the Option Payment, including, without limitation, an IRS Form W-9. The Option Payments shall be credited toward the Purchase Price

(d) Independent Consideration. Separate from the Option Payment and from the Purchase Price, Purchaser shall pay to Owner, together with the Option Payment, the sum of One Hundred Dollars (\$100.00) as independent consideration for Owner's performance under this Agreement ("**Independent Consideration**") which shall be retained by Owner in all instances. If the Closing occurs or if this Agreement is terminated for any reason, then the Title Company (hereinafter defined), as escrow agent, shall first disburse to Owner from the Deposit, the Independent Consideration. The Independent Consideration shall be nonrefundable under all circumstances and shall not be applied either to the Option Payment or the Purchase Price. The Independent Consideration, plus Purchaser's agreement to pay the costs provided in this Agreement, has been bargained for as consideration for Owner's execution and delivery of this Agreement and for Purchaser's review, inspection and termination rights during the Option Term, and such consideration is adequate for all purposes under any applicable law or judicial decision.

(e) Owner Cooperation. During the Option Term, Owner shall fully cooperate, at no additional cost, liability or expense to Owner, with (i) the performance of Tests, at Purchaser's sole cost, liability and expense, (ii) the obtaining by Purchaser, at Purchaser's expense, of all licenses, and Permits or authorizations required for Purchaser's use of the Property from all applicable government and/or regulatory entities, including any approvals required to obtain a tax abatement for the Property, as may be applicable, (collectively, "**Governmental Approvals**"), and (iii) the securing by Purchaser at Purchaser's expense of all other agreements and Permits or authorizations that relate to the Property, and (iv) the securing by Purchaser of any amendments to this Agreement that are reasonably necessary to accommodate the System or to facilitate an assignment pursuant to Section 19 and otherwise do not modify the material terms of this Agreement in any substantial or significant manner. Owner agrees and acknowledges that any amendment to the Agreement pursuant to this Section 3(e) that does not materially increase any obligation or materially decrease any right of Owner hereunder, shall not result in adjustment of the Purchase Price unless otherwise required under this Agreement. Owner authorizes Purchaser and its affiliates to act as Owner's limited agent for submission of applications and related plans, documents and recordings, and to appear before boards and other officials, with respect to obtaining approvals for energy storage installations to be constructed on the Property, and shall execute an authorization letter to that effect ("**Authorization Letter**"), in substantially the form in the attached **Exhibit C**. Notwithstanding anything to the contrary herein, Owner shall incur no liability, cost or expense in connection with its cooperation, signatures or deliveries as contemplated in this Section or otherwise in connection with the Governmental Approvals, or the activities of Purchaser Parties in connection with the Property and the Approvals.

(f) Use of the Property. During the Option Term, Owner may continue to use the Property in the ordinary course, *provided, however*, Owner shall not commit waste on the Property or otherwise materially change the Property, nor will Owner agree to grant or permit

any easement, lease, license, right of access or other possessory right in the Property to any third party without the prior written consent of Purchaser.

4. **Due Diligence; Title.**

(a) **Due Diligence.** Within ten (10) days following the Effective Date, Owner will provide Purchaser with copies of all leases, contracts, studies, reports (including all environmental reports), maps, surveys, litigation documentation, correspondence and any other materials in Owner's possession or reasonable control that are material to evaluating the Property.

(b) **Title.** Owner will cooperate with Purchaser, at Purchaser's cost, to allow Purchaser to obtain a preliminary title report on the Property (the "***Title Report***"), as well as copies of each document underlying any matters set forth in said report (each, an "***Exception***") within ninety (90) days of the Effective Date. Purchaser may elect to obtain an ALTA or boundary survey of the Property prepared by a licensed surveyor ("***Survey***"), at Purchaser's cost within one hundred (100) days of the Effective Date. If Purchaser, in its sole discretion, determines that the existence, use, operation, implementation or exercise of any Exception or Survey matter could delay, interfere with, impair or prevent Purchaser's development, operation or financing of a energy storage facility on the Property, then Purchaser shall notify Owner in writing of such issues ("***Exception Notice***") within one hundred thirty (130) days of the Effective Date. If Purchaser does not timely provide an Exception Notice, the title reflected in the Title Report shall be deemed approved, subject to the last two sentences of this Section 4(b). Owner shall have twenty (20) business days after receipt of an Exception Notice to notify Purchaser: (i) that Owner will remove such identified Exception and/or correct such Survey matters on or before the Closing in a manner reasonably satisfactory to Purchaser ("***Corrective Actions***"); or (ii) that Owner elects not to take Corrective Actions as to such identified Exception and/or Survey matters. If Owner does not timely deliver a notice within the Election Period, Owner shall be deemed to have elected not to take Corrective Actions with regard to such Exceptions or Survey matters identified in the Exception Notice.

(1) If prior to exercise of the Option, Purchaser receives any supplemental preliminary title report containing exceptions not contained on the original Title Report, and only to the extent such new exceptions are not the result of Purchaser's actions or omissions in connection with the Property, Purchaser shall deliver an Exception Notice for any such new exceptions no later than ten (10) days after receiving such supplemental preliminary title report. Thereafter, Owner shall have ten (10) days to elect to take Corrective Actions with regard to said disapproved item or items at or prior to the Closing. If Owner does not timely elect to take Corrective Actions, Owner shall be deemed to have elected not to take such Corrective Actions with regard to such disapproved items.


(2) All items for which Owner has not agreed in writing to take Corrective Actions are hereafter referred to as "***Permitted Exceptions***". Except as otherwise stated herein, the Retained Rights shall be a Permitted Exception, to the extent Owner elects to retain the Retained Rights. Upon Purchaser's exercise of the Option, Owner hereby agrees to, at its expense, remove, or cause to be removed on or before the Closing all monetary liens affecting the Property (other than current taxes and assessments not due and payable or liens resulting from the actions or omissions of Purchaser, each of which shall be considered Permitted

Exceptions). Notwithstanding whether Owner has agreed to take Corrective Actions with regard to an identified Exception or Survey matter or not, Owner shall cooperate with Purchaser, at no additional cost, liability or expense to Owner, in efforts to obtain a release, subordination, non-disturbance agreement, consent or other agreement (in a form and containing provisions reasonably acceptable to Purchaser) from the holder(s) of the rights of such Exception or Survey matter that will eliminate such issue for the benefit of Purchaser.

(c) Acceptance of Property “As Is”. Purchaser acknowledges and agrees that prior to Closing it will have had full opportunity to inspect and investigate every aspect of the Property, including all matters related to legal status or requirements, physical condition, zoning, environmental condition, title, leasing, contracts and all other matters of significance. Purchaser specifically acknowledges and agrees that the Property is being sold in an “AS IS” condition and “WITH ALL FAULTS” as of the date of the Closing. Except as expressly set forth in this Agreement, no statements, representations or warranties have been made or are made and no responsibility has been or is assumed by Owner, or by any partner, trustee, beneficiary, officer, employee, member, manager, person, firm, agent or representative acting or purporting to act on behalf of Owner, as to any matters concerning, or that might in any manner affect, the Property, including the condition or repair of the Property or the value, expense of operation, or income potential thereof, and Purchaser is not relying upon any such statement, representation or warranty. Further, to the extent that Owner has provided to Purchaser information or reports regarding any inspection, engineering, environmental or other matters regarding any aspect of the Property, Owner makes no representations or warranties with respect to the accuracy, completeness, methodology of preparation or otherwise concerning the contents of such reports. Purchaser acknowledges that Owner has requested Purchaser to inspect fully the Property and investigate all matters relevant thereto and to rely solely upon the results of Purchaser’s own inspections or other information obtained or otherwise available to Purchaser, rather than any information that may have been provided by Owner to Purchaser. Purchaser’s exercise of the Option shall constitute its irrevocable declaration that it has fully inspected the Property, or has been given a reasonable opportunity to do so, and that it is fully satisfied with every aspect of the condition of the Property at the time of exercise, other than those obligations of Owner which Owner has explicitly agreed hereunder to complete prior to Closing. Further, Purchaser’s acceptance of the Deed shall constitute its irrevocable declaration that it is fully satisfied with every aspect of the condition of the Property at the time of Closing. Without limiting the above and subject to the foregoing, and except as specifically set forth in Sections 6 and 8 of this Agreement, Purchaser on behalf of itself and its successors and assigns, waives and releases Owner and its successors and assigns from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including attorneys’ fees and defense costs), whether direct or indirect, known or unknown, foreseen or unforeseen, arising from or relating to the physical condition of the Property or any law or regulation applicable thereto, including the presence or alleged presence of Hazardous Substances in, on, under or about the Property, including any claims under or on account of (i) Environmental Laws and any regulations promulgated thereunder, (ii) any other federal, state or local law, ordinance, rule or regulation, now or hereafter in effect, that deals with, or otherwise in any manner relates to, environmental matters of any kind, or (iii) the common law. Purchaser, on behalf of itself and its partners, members, managers, directors, officers, shareholders, trustees, beneficiaries, agents, employees, representatives, successors and assigns hereby releases, Owner and its related entities, and its and

their members, managers, partners, directors, officers, shareholders, trustees, beneficiaries, agents, employees, representatives, successors, heirs and assigns, from any and all Claims of any kind whatsoever, and except as specifically set forth in Sections 6 and 8 of this Agreement, known or unknown, with respect to any of the foregoing matters and specifically waives with respect to the foregoing matters the provisions of California Civil Code Section 1542 regarding the matters covered by a general release, which provides as follows:

(e) "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

(f)   
Initials of Purchaser \_\_\_\_\_

5. **Exercise of Option; Purchase; Closing.**

(a) **Exercise Notice.** In order to exercise the Option, Purchaser must deliver to Owner a notice of exercise (the "***Exercise Notice***") prior to expiration of the Option Term. The Exercise Notice shall specify that all of the Property will be purchased and the date of the Closing. The date of the Closing shall not be later than sixty (60) days from the date of the Exercise Notice.

(b) **Purchase.** Subject to receipt of the Exercise Notice and the terms and conditions set forth in this Agreement, Owner agrees to sell, convey, transfer, and assign to Purchaser and Purchaser agrees to purchase from Owner, upon the terms, covenants and conditions set forth in this Agreement, the Property, subject to the Retained Rights.

(c) **Purchase Price.** The Purchase Price shall be paid upon Closing, Purchaser shall deliver to the Title Company the balance of the Purchase Price, as adjusted to credit the Option Payments, and any prorations and adjustments as set forth in this Agreement.

(d) **Closing.** The consummation of the transaction contemplated hereby (the "***Closing***") shall take place on the date that is specified in Purchaser's Exercise Notice, unless otherwise mutually agreed by the Parties. At Closing, Owner shall convey and transfer to Purchaser all of Owner's right, title and interest to all of the Property, subject to the Retained Rights, pursuant to the terms and conditions contained herein by execution and delivery of the Deed. Evidence of title shall be the issuance by the Title Company at Closing of a ALTA Owner's Policy of Title Insurance insuring that fee title in the Property is vested in Purchaser subject only to the Permitted Exceptions, with such endorsements as may reasonably be requested by Purchaser and which shall be at Buyer's expense ("***Title Policy***"). At Purchaser's election and sole expense, Purchaser may obtain an ALTA extended coverage owner's policy of title insurance covering the Property, in the full amount of the Purchase Price, subject only to Permitted Exceptions and containing such endorsements as Purchaser shall reasonably require, provided that the issuance of such ALTA policy and endorsements shall not delay the Closing and shall not require any further

liability or expense of Owner, beyond that which would have been incurred by Owner in the issuance of the Title Policy.

(e) Retained Rights. At Owner's election, Owner shall retain ownership of all Improvements and Equipment on the Property, as the same are depicted on Exhibit I hereto, and in connection therewith shall retain the right to access the Improvements directly from Minto Road, to improve, repair, maintain and replace said Improvements, and secure the area with a fence; said rights shall be coupled with an Owner obligation to pay for utilities servicing the Improvements and to pay the property taxes explicitly allocated to said Improvements and for any Property utilized therefore (collectively, the "**Retained Rights**") or, to the extent allowed under Applicable Law, at Buyer's discretion, the area containing the Improvements and Equipment shall be subdivided at Buyer's sole cost and expense; however, if Owner's Retained Rights violate or cause Purchaser to violate any Applicable Laws or prevent Purchaser from securing Permits and Governmental Approvals for the System, then Purchaser's right shall be modified as necessary, to the extent modification will avoid such violation, or in the event such violation is unavoidable so long as the Retained Rights remain, the Retained Rights and all agreements relating to the Retained Rights shall be null and void upon notice from Purchaser to Owner, provided Owner shall be able to enter the Property to remove all Equipment therefrom within a reasonable timeframe after such termination. Except as otherwise stated herein, if Owner elects to retain the Retained Rights, the Deed shall include appropriate language reserving said rights in favor of Owner, Owner's family members or an entity owned or controlled by Owner's family members, and the Parties agree to enter into such other agreements as may be reasonably necessary to effectuate the Retained Rights. The Retained Rights shall not be sellable or assignable without Purchaser's express written consent.

6. Owner's Representations and Warranties. Owner makes the following representations and warranties, which shall be true as of the Effective Date, the date the Option is exercised by Purchaser and the Closing, and shall survive the expiration or termination of this Agreement for one (1) year:

(a) No Conflict. Owner represents and warrants that the execution, delivery and performance by it of this Agreement does not (i) violate (A) its organizational documents, or (B) any applicable federal, state, local or other laws, regulations or codes (the "**Laws**"), or (ii) require any approval or consent of any other party to enter into this Agreement and to perform, its obligations hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so. The execution and delivery of this Agreement and the consummation of all transactions and performance of all obligations contemplated hereby have been duly authorized and will not conflict with, or result in a breach of, any of the terms or provisions of, or constitute a default under, any document or instrument to which Owner is a party.

(b) Litigation. No litigation is pending, and, to Owner's actual knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated with respect to, or which could affect, the Property or Owner's right or authority to enter into this Agreement.

(c) No Violation of Laws. To Owner's actual knowledge, the Property is not in violation of any Laws and Owner has not received notice pertaining to the violation of any Laws

affecting the Property or any portion thereof, and Owner has no actual knowledge of any facts which might be a basis for any such notice.

(d) Bankruptcy. Owner has not (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of any voluntary petition by its creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of its assets; or (iv) suffered the attachment or other judicial seizure of all or substantially all of its assets.

(e) Fee Owner; Liens. To Owner's actual knowledge, Owner holds the entire fee simple interest in the Property. Owner has not granted or entered into any other options, rights of first refusal, offers to purchase or lease or agreements to sell or lease all or any part of the Property other than with Purchaser pursuant hereto, and the Tenant under the Existing Lease and the Residential Tenants.

(f) Foreign Person. Owner is not a "foreign person" as defined in Internal Revenue Code Section 1445 and any related regulations.

(g) OFAC. Owner (a) is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Department of the Treasury as a terrorist, "Specially Designated and Blocked Persons", or other banned or blocked person, group, entity, nation or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Asset Control ("**OFAC**") of the United States Department of the Treasury; and (b) is not engaged, directly or indirectly, in any dealings or transactions and is not otherwise associated with such person, group, entity or nation.

(h) Environmental Laws. To Owner's actual knowledge, the Property, including, but not limited to, all improvements, facilities, structures and equipment thereon, and the soil and groundwater thereunder, is not in violation of any Environmental Laws. To Owner's actual knowledge, no release or threatened release of any Hazardous Substance has occurred, or is occurring, at, on, under, from or to the Property, and no Hazardous Substance is present in, on, under or about, or migrating to or from the Property that could give rise to a claim under any Environmental Laws. Neither Owner nor, to Owner's actual knowledge, any third party has used, generated, manufactured, produced, stored or disposed of on, under or about the Property, or transported to or from the Property any Hazardous Substances in violation of Environmental Laws. To Owner's actual knowledge there are not now and never have been any underground storage tanks, containers or wells located on or under the Property and there is no asbestos contained in, forming part of, or contaminating any part of the Property or improvements thereon.

(i) Taking. There is no condemnation or eminent domain proceeding affecting the Property or any part thereof.

(j) Parties in Possession. To Owner's actual knowledge, there are no parties in possession of any portion of the Property, whether as lessees, tenants in possession, trespassers or otherwise, other than the Tenant under the Existing Lease and the Residential Tenants.

Owner shall timely notify Purchaser in writing of any changes affecting any of the foregoing representations and warranties.

7. **Purchaser's Representations and Warranties**. Purchaser makes the following representations and warranties, which shall be true as of the Effective Date, the date the Option is

exercised by Purchaser and the Closing, and shall survive the expiration or termination of this Agreement for one (1) year:

(a) Purchaser is a corporation, duly organized, validly existing and in good standing under the laws of the State of California;

(b) This Agreement and all documents executed by Purchaser which are to be delivered to Owner at the Closing are, or at the time of Closing will be, duly authorized, executed, and delivered by Purchaser, and are, or at the Closing will be, legal, valid, and binding obligations of Purchaser, and do not, and at the time of Closing will not, violate any provisions of any agreement to which Purchaser is a party or to which it is subject or any law, judgment or order applicable to Purchaser.

(c) No proceedings under any federal or state bankruptcy or insolvency laws have been commenced by or against Purchaser which have not been terminated; no general assignment for the benefit of creditors has been made by Purchaser; and no trustee or receiver of Purchaser's property has been appointed.

If Purchaser assigns its rights under this Agreement pursuant to the terms of Section 16 below, such permitted assignee shall be required and deemed to have made all of the foregoing representations and warranties as of the date of assignment and the Closing Date, modified to apply to the assignee, including its form of enterprise and state of formation.

8. **Owner's Covenants.** Owner hereby covenants and agrees that, from and after the Effective Date, through the Option Term and, if the Option is exercised, thereafter during the period up to and including the Closing:

(b) **Encumbrances.** Owner shall not encumber the Property except that Owner shall have the right to encumber the Property with monetary obligations that will be satisfied at or before the Closing and so long as any and all such monetary obligations are subject and subordinate to this Agreement and the rights of Purchaser hereunder.

(c) **SNDA.** Except in cases where Owner requests the removal of an existing deed of trust, mortgage or other lien encumbering the Property, within thirty (30) days of Purchaser's request, Owner shall deliver to Purchaser a subordination, non-disturbance and attornment agreement(s), in form and substance reasonably acceptable to Purchaser (each, a "***SNDA***") from the current holder(s) of any deed of trust, mortgage or other lien encumbering the Property, whereby each existing deed of trust, mortgage or other lien is subordinated to this Agreement. Such SNDA shall be recorded in the official records of the county where the Property is located. If Owner fails to timely obtain the SNDA(s), then Purchaser shall have the right to terminate this Agreement forthwith and receive a full refund of any and all amounts paid to Owner hereunder, including, but not limited to, the Option Payments. The provisions of this Section 7(c) shall not change, alter, modify, or derogate from Purchaser's right to have all deeds of trust, mortgages and other liens encumbering the Property removed prior the date of the Closing. This section shall not apply to liens resulting from the actions or omissions of Purchaser.

(d) **Notice to Purchaser.** Within three (3) days of receipt thereof, Owner covenants and agrees to provide Purchaser with a copy of any notice related to non-performance or default under any existing loan secured by a deed of trust encumbering the Property to the extent

Owner fails to obtain a SNDA from the lender on such loan. Upon Owner's default under such unsubordinated loan, Purchaser shall be permitted, but not required, to advance funds directly to such lender as are necessary to cure the default under such loan, including fees, penalties, and interest. All such payments by Purchaser to such lender shall be a credit and offset against the Option Payments, and if the Option is exercised, the Purchase Price.

(e) Purchaser Financing. Purchaser shall have the right to obtain financing from a one or more financing parties (each a "**Financing Party**") by way of a direct or collateral assignment of this Agreement to such Financing Party. Owner agrees that Purchaser's Financing Party, as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Purchaser, any and all rights and remedies of Purchaser under this Agreement in accordance with the terms of this Agreement. Purchaser's Financing Party shall also be entitled to exercise all rights and remedies of secured parties, respectively, generally with respect to this Agreement. If at any time Financing Party (or Purchaser on behalf of such Financing Party) shall have given to Owner, a notice specifying the name and address of such Financing Party for purposes of receiving notice, Owner agrees to send by personal delivery or by certified or registered mail or overnight courier service to such Financing Party a copy of each notice of default or other notice at the same time as and whenever any such notice of default or other notice shall thereafter be given by Owner to Purchaser.

(f) Laws. Owner shall, at its sole cost and expense, comply with all notices, orders and requirements issued by any Governmental Authority having jurisdiction against or affecting the Property. Notwithstanding the foregoing, any notice, order or requirements stemming from or related to Purchaser's actions and any Governmental Approvals shall be the sole cost and obligation of Purchaser.

(g) Contracts. Owner shall not modify or amend any existing lease or service contract or enter into any new lease or service contract with respect to the Property the term of which extends beyond the Closing or which cannot be cancelled on greater than thirty (30) days' notice without Purchaser's prior written consent. Notwithstanding the foregoing, Owner shall be explicitly permitted to renew the Existing Lease on an annual basis through November 1, 2025 without the prior written consent of Purchaser, provided that any renewal or extension beyond November 1, 2025, shall require Purchaser's reasonable consent. It being explicitly deemed reasonable for Purchaser to require an exclusion of up to 15 acres of the Property from the renewed Lease or to otherwise require a right to terminate the lease as to up to 15 acres of the Property.

(h) Material Changes. Owner shall immediately notify Purchaser of any material change with respect to the Property, or with respect to any information, representation or warranty heretofore or hereafter furnished by Owner to Purchaser concerning the Property.

9. Contingencies. This Agreement, the Closing and Purchaser's obligations hereunder, shall be expressly contingent upon the following (collectively, the "**Contingencies**" and each individually a "**Contingency**"): (a) all of Owner's representations, covenants and warranties set forth in this Agreement shall be materially true and correct; and (b) the due performance by Owner of each and every covenant, to be performed by Owner pursuant to this Agreement prior to the date of Closing; It is understood and agreed that the Contingencies are for Purchaser's sole benefit and may be waived by Purchaser at any time.

10. **Adjustments**. All real property taxes and any assessments on the Property shall be prorated and adjusted between Owner and Purchaser as of the Closing in accordance with the customs of the county applicable to the Property, except those assessments for improvements, if any, completed prior to the date of the Closing, whether such assessment has been levied or not, shall be paid by Owner.

11. **Costs**. All transaction costs shall be paid in accordance with the custom of the county applicable to the Property, unless explicitly stated otherwise herein. Each Party shall pay its own attorneys' fees.

12. **Owner's Obligations at Closing**. At closing, Owner shall:

(a) Deliver to the Title Company a duly executed and in proper form for recording, form of Grant Deed in the form attached hereto as **Exhibit "D"** (the "*Deed*") conveying marketable and insurable title to the Property to Purchaser subject only to Permitted Exceptions, subject to the addition of relevant provisions to reflect the Retained Rights;

(b) Deliver to Purchaser a duly executed Bill of Sale covering all personal property pertaining to the Property, in the form attached hereto as **Exhibit "E"** ("*Bill of Sale*");

(c) Assign to Purchaser Owner's interest in any permits, licenses, approvals and authorizations issued by any governmental authority in connection with the Property by duly executed assignment and assumption agreement in the form attached hereto as **Exhibit "F"** (the "*Assignment of Intangibles*");

(d) Deliver to Purchaser a certificate, dated as of the date of the Closing, in the form attached hereto as **Exhibit "G"** ("*Seller's Certificate*"), certifying that the representations and warranties set forth in Section 6 are true and correct as of the Closing;

(e) Deliver to Purchaser a certificate of non-foreign status in accordance with the requirements of Internal Revenue Code Section 1445, as amended, duly executed by Owner;

(f) Deliver to Purchaser such files, books and records in Owner's possession, if any, that relate to the Property;

(g) Deliver such affidavits as the Title Company shall reasonably require in order to omit from any title policies being obtained by Purchaser all exceptions for judgments or bankruptcies against Owner.

(h) Deliver evidence satisfactory to Purchaser and the Title Company that the person executing the documents at the Closing has the full right, power and authority to do so.

(i) Deliver possession of the Property, free of all persons or parties in possession.

(j) Deliver such additional documents as shall be reasonably required or requested by Purchaser or the Title Company to consummate the transaction contemplated by this Agreement and to facilitate the issuance of the Title Policy.

13. **Purchaser's Obligations at Closing.** At Closing, Purchaser shall:

- (a) Deposit with the Title Company the Purchase Price, as herein provided and as adjusted pursuant to Section 5(c), in immediately available funds and authorize the Title Company to deliver the Purchase Price, as adjusted, to Owner;
- (b) Join Owner in execution of the Assignment of Intangibles; and
- (c) Deliver such additional documents as shall be reasonably required or requested by Owner to consummate the transaction contemplated by this Agreement and to facilitate the issuance of the Title Policy.

14. **Casualty and Condemnation.** If, after delivery of the Exercise Notice and prior to the Closing, any portion of the Property is destroyed or damaged, or is condemned, or if the access thereto is reduced or restricted thereby (or is the subject of a pending taking which has not yet been consummated), Owner shall immediately notify Purchaser of such fact. In such event, Purchaser shall have the right, in Purchaser's sole and absolute discretion, to terminate this Agreement upon written notice to Owner not later than thirty (30) days after receipt of Owner's notice thereof. If this Agreement is so terminated, all documents and funds (excluding all Option Payments paid to Owner), if any, shall be returned by the Title Company to each Party who deposited the same; provided, that, Purchaser shall have the right to seek an award from any condemning authority to compensate Purchaser for its lost interests in the Property and lost opportunities with respect thereto pursuant to this Agreement. Thereafter, neither Party shall have any further rights or obligations hereunder, except for escrow cancellation fees which shall be borne equally by Owner and Purchaser. Alternatively, Purchaser may proceed to consummate the transaction provided for herein at Purchaser's sole and absolute election, in which event any and all insurance proceeds or awards made or to be made in connection with such destruction, damage, condemnation or eminent domain, shall be divided between Owner and Purchaser in the proportions specified in any award or agreement or, if not so specified, in proportion to the fair value of Owner's and Purchaser's respective interests in the Property, and the Parties shall proceed to the Closing pursuant to the terms hereof. Owner shall not voluntarily compromise, settle or adjust any amounts payable by reason of any casualty or condemnation subject to this section without first obtaining written consent from Purchaser. The terms and provisions of this Section 14 shall survive Closing and transfer of title or termination of this Agreement.

15. **Indemnification.**

(a) **Owner.** Owner shall indemnify, defend and hold harmless Purchaser, its affiliates, officers, directors, partners, members, agents and employees and their successors and assigns (collectively, "***Purchaser Group***") from and against any claim, loss, expense, including reasonable attorneys' fees, demand, lawsuit, or action (collectively, "***Claims***"), to the extent resulting from (i) the material nonfulfillment or nonperformance of any covenant or agreement of Owner in this Agreement; (ii) the negligent or willful misconduct of Owner or its representatives or agents in the performance of their obligations under this Agreement; (iii) the inaccuracy or material breach by Owner of any obligation, representation or warranty arising under this Agreement; (iv) any actions, obligations or liabilities of Owner, its affiliates, officers, directors, partners, members, agents and employees and their successors and assigns ("***Owner Group***") in respect of the Property before the date of the Closing; and (v) any release of Hazardous Substances

on or affecting the Property caused or permitted by Owner or the Owner Group. Notwithstanding the foregoing, Owner shall have no obligation or duty to indemnify, defend or hold Purchaser Group harmless from Claims to the extent such Claims are due to the gross negligence or willful misconduct of Purchaser, Purchaser Parties or Purchaser Group.

(b) Purchaser. Purchaser shall indemnify, defend and hold Owner harmless from and against any Claims to the extent resulting from (i) the nonfulfillment or nonperformance of any covenant or agreement of Purchaser in this Agreement; (ii) the negligent or willful misconduct of Purchaser or Purchase Parties in the performance of their obligations under this Agreement; (iii) any actions, obligations or liabilities of Purchaser, Purchaser Parties and the Purchaser Group in respect of the Property during the term of this Agreement and/or on and after the date of the Closing; (iv) any release of Hazardous Substances on or affecting the Property caused or permitted by Purchaser, Purchaser Parties or the Purchaser Group; (v) entry onto the Property or portions thereof by Purchaser, Purchaser Parties or the Purchaser Group; *provided, however*, that Purchaser shall have no obligation or duty to indemnify, defend or hold Owner harmless from Claims (including, without limitation, Claims that the Property has declined in value) (A) arising out of, resulting from or incurred in connection with the results or findings of Purchaser's Tests, or (B) to the extent such Claims are due to the negligence or willful misconduct of Owner or its employees, agents or contractors. Notwithstanding the foregoing, Purchaser's indemnification obligations shall not extend to any conditions on, at or under the Property in existence as of the Effective Date, except and to the extent such conditions are exacerbated or aggravated by the acts or omissions of Purchaser, Purchaser Parties or the Purchaser Group.

(c) Survival. The provisions of this Section 15 shall survive the expiration or earlier termination of this Agreement or the Closing, as the case may be, provided Owner's obligations hereunder shall survive the Closing for two (2) years.

16. Assignment. Purchaser shall have the right to assign its rights and obligations under this Agreement to any affiliate of Purchaser, third party, and/or party providing financing to Purchaser without the prior consent of Owner, provided that: (a) such assignment shall not include any right to act as agent of Owner as otherwise granted to Purchaser hereunder or in connection herewith, unless Owner's prior written consent shall have been obtained, and (b) any assignee shall have a minimum net worth of Fifty Million Dollars and/or at least 150 megawatts under operation or control, or Purchaser shall continue to be liable hereunder regardless of said assignment. Owner shall not have any right to assign its rights and obligations under this Agreement without Purchaser's prior written consent, not to be unreasonably withheld, conditioned or delayed.

17. Termination.

(a) Default. The occurrence of any of the following events shall constitute an event of default by the applicable Party, and the other Party shall be entitled to the remedies provided in Section 17(b): (i) the failure of Purchaser to pay amounts required to be paid hereunder when due, where such failure continues for thirty (30) days after Purchaser has received written notice of such failure from Owner; (ii) the failure of either Party to perform any of the other terms, agreements or conditions set forth in this Agreement, where such failure continues for forty-five (45) days (or such longer period required to cure such failure, not to exceed ninety (90) days), after receipt of written notice from the other Party; or (iii) a Party files for bankruptcy or has an

involuntary petition in bankruptcy or a request for appointment of a receiver filed against it, where such involuntary petition or request is not dismissed within ninety (90) days after filing.

(b) Remedies. Upon the occurrence of an event of default, the non-defaulting Party shall have the right to terminate this Agreement by giving written notice of termination and pursuing the remedies described below, which, as to Owner, shall consist solely of the remedies described in Section 17(b)(i) below, and, as to Purchaser, shall consist of all other appropriate remedies at law or in equity, including specific performance of Owner's obligations under this Agreement or to terminate this Agreement and recover the Option Payments and Deposits paid to Owner in addition to Purchaser's other damages.

(i) Owner Remedies – Liquidated Damages. EXCEPT FOR (I) PURCHASER'S INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS AGREEMENT, (II) OWNER'S RIGHT TO TERMINATE THIS AGREEMENT AS PROVIDED IN SECTION 17(b), AND OWNER'S ABILITY TO SEEK DAMAGES OR ANY OTHER REMEDY AT LAW OR IN EQUITY FOR PERSONAL INJURIES OR PROPERTY DAMAGE CAUSED BY PURCHASER WHILE ON THE PROPERTY, OWNER'S SOLE REMEDY UPON AN EVENT OF DEFAULT OR MATERIAL BREACH OF THIS AGREEMENT BY PURCHASER RESULTING IN THE FAILURE TO EXERCISE THE OPTION OR CONSUMMATE THE SALE OF THE PROPERTY SHALL BE TO RETAIN THE OPTION PAYMENTS AND ANY DEPOSITS IT HAS THEN RECEIVED AS LIQUIDATED DAMAGES FOR SUCH DEFAULT OR MATERIAL BREACH OF PURCHASER, AND IN SUCH EVENT, PURCHASER SHALL HAVE NO FURTHER RIGHT WHATSOEVER TO PURCHASE THE PROPERTY AND OWNER SHALL HAVE NO RIGHT TO SEEK ANY FURTHER DAMAGES OR REMEDY, AT LAW OR IN EQUITY. THE PARTIES AGREE THAT IT WOULD BE IMPRACTICAL AND/OR EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES THAT WOULD BE SUFFERED BY OWNER AS A RESULT OF ANY SUCH DEFAULT BY PURCHASER, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES WHICH OWNER WILL INCUR AS A RESULT OF ANY SUCH DEFAULT OR MATERIAL BREACH BY PURCHASER. SUCH RETENTION OF THE OPTION PAYMENT, OPTION EXTENSION PAYMENTS AND/OR DEPOSIT BY OWNER IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO OWNER AND SHALL NOT BE DEEMED TO CONSTITUTE A FORFEITURE OR PENALTY.

(c) Termination by Purchaser Absent Default by Owner. If Purchaser determines during the Option Term, in its sole and absolute discretion, that the Property is unsuitable or undesirable for purchase by Purchaser, Purchaser shall have the right to terminate this Agreement prior to delivery of the Exercise Notice by giving written notice thereof to Owner and this Agreement shall terminate on the date specified in Purchaser's written notice. If the Agreement is terminated pursuant to the preceding sentence, then neither Party shall have any further rights or obligations hereunder; *provided, however*, that Owner shall retain the Option Payments it shall have received hereunder prior to the date of termination of this Agreement and any provisions hereof that expressly survive termination of this Agreement shall remain in effect.

(d) Owner's Liability. Notwithstanding any other term or provision of this Agreement, the liability of Owner for its obligations under this Agreement is limited solely to Owner's interest in the Property and the right to receive income therefrom and the future proceeds of any of the foregoing, and no personal liability shall at any time be asserted or enforceable against any other assets of Owner or against Owner's trustee, representatives, agents, beneficiaries, members, managers, directors, officers or partners (including, without limitation, income or proceeds collected by any of the foregoing parties from the Property, prior to establishment of such liability) on account of any of Owner's obligations or actions under this Agreement. In no event shall Owner be liable for any consequential or punitive damages. Purchaser and its successors and assigns, Purchaser Parties, Purchaser Group and, without limitation, all other persons and entities, shall look solely to the Property for the payment of any claim or for any performance.

18. **Miscellaneous.**

(a) Notices. All notices under this Agreement shall be made in writing to the Addresses for Notices specified on the Cover Sheet. Notices shall be delivered by hand delivery, regular overnight delivery service, registered or certified mail return receipt requested, or email. Email notices shall require confirmation of receipt. Notices shall be deemed to have been received when delivered as shown on the records or manifest of such courier, delivery service or the U.S. Postal Service. Rejection or refusal to accept delivery of any notice shall be deemed to be the equivalent of receipt of any notice given hereunder. A Party may change its address by providing written notice of the same in accordance with the provisions of this Section 18. Failure to comply strictly with the terms of this provision shall not be held against the Party claiming to have given notice so long as such Party substantially complied with this provision and can demonstrate that the notice in question was received.

(b) Waiver. The waiver by either Party of any breach of any term, condition, or provision herein contained must be in a writing signed by the Party entitled to enforce performance of said term, condition or provision, and shall not be deemed to be a waiver of any subsequent breach of such term, condition, or provision, or any other term, condition, or provision contained herein.

(c) Remedies Cumulative. No remedy herein conferred upon or reserved to the Parties shall exclude any other remedy herein or by law or in equity or by statute 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.

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

(e) Invalid Term. If any provision of this Agreement is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Agreement; *provided, however*, that the Parties shall work together in good faith to modify this Agreement as necessary to retain the intent of any such severed clause.

(f) Choice of Law. This Agreement shall be construed in accordance with the laws of the State of California, without regard to its conflict of law principles.

(g) Dispute Resolution. In the event that there is any controversy, claim or dispute between the Parties hereto arising out of or related to this Agreement, or the breach hereof, the Parties agree to engage in good faith negotiations to resolve such dispute. If the Parties are unable to resolve such dispute through such negotiations, either Party may, within a reasonable time after the dispute has arisen, pursue all available legal and/or equitable remedies.

(h) Attorney's Fees. In the event there is a lawsuit, action, arbitration, or other proceeding between Owner and Purchaser, which arises from or concerns this Agreement, whether that lawsuit, action, arbitration, or other proceeding involves causes of action in contract, at law or in equity, the substantially prevailing party shall be entitled to recover all costs and expenses, including its actual, reasonable attorneys' and expert or consultants' fees and court costs, in such lawsuit, action, arbitration, or other proceeding.

(i) Waiver of Jury Trial. EACH PARTY HERETO WAIVES, TO THE FULL EXTENT PERMITTED BY LAW, THE RIGHT TO A JURY TRIAL IN ANY LITIGATION CONCERNING THIS AGREEMENT OR ANY DEFENSE, CLAIM, COUNTERCLAIM, CLAIM OF SET-OFF OR SIMILAR CLAIM OF ANY NATURE.

(j) Binding Effect. This Agreement and its rights, privileges, duties and obligations shall bind and inure to the benefit of and be binding upon each of the Parties hereto, together with their respective heirs, personal representatives, successors and permitted assigns.

(k) Counterparts. This Agreement may be executed in any number of counterparts, which shall together constitute one and the same agreement. Each Party agrees that signatures transmitted by facsimile or electronically shall be legal and binding and have the same full force and effect as if an original of this Agreement and had been delivered and hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

(l) Entire Agreement. This Agreement, including the Cover Sheet and all exhibits, represents the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and therein and supersedes all prior written or oral negotiations, representations, communications and agreements between said Parties with respect to said subject matter. This Agreement may be amended only in writing signed by both Owner and Purchaser or their respective successors in interest. Owner and Purchaser each acknowledge that in executing this Agreement that it has not relied on any verbal or written understanding, promise, or representation which does not appear in this document.

(m) Further Assurances. Upon the receipt of a request from the other Party or a Financing Party, each Party shall execute such commercially reasonable additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof, including at the requesting Party's expense, entering into any consents, assignments, affidavits, estoppels and other documents as may be reasonably required by such Party's lender to create, perfect or preserve its collateral interest in such Party's property or such Party's rights and obligations under this Agreement. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 18(m), provided that neither Party shall, by virtue of this provision, be required to suffer any material change in benefit to said Party, or any material increase in liability or cost to said Party.

(n) Confidentiality. Owner will maintain in strict confidence, for the sole benefit of Purchaser, the existence and the terms of this Agreement and the transactions contemplated herein; *provided, however*, Owner may disclose this Agreement and the transactions contemplated herein to Owner's affiliates, subsidiaries, attorneys, consultants or other agents or professional advisors, or as required by law.

(o) Memorandum of Option. Owner agrees to cooperate with Purchaser in executing any documents necessary to protect Purchaser's rights in the Property including a Memorandum of Option in substantially the form of the attached Memorandum of Option, which shall be recorded in the office where real estate records are customarily filed in the jurisdiction of the Property. Purchaser agrees to record a rescission of such Memorandum of Option upon any termination of this Agreement such that said Memorandum of Option will no longer be a cloud on title for the Property. Purchaser's obligation under this Section 18(o) shall survive any termination of this Agreement.

(p) Brokers. In the event any broker or other party claims a commission, the Party responsible for the contact with that claimant shall indemnify, defend and hold the other Party harmless from that claim, and including, without limitation, the payment of any attorneys' fees and costs incurred.

(q) Interpretation. This Agreement shall not be construed against the person or entity preparing it, but shall be construed as if all of the Parties jointly prepared this Agreement without any uncertainty or ambiguity being interpreted against any one of them.

(r) Time is of the Essence. Time is of the essence with respect to all provisions within this Agreement.

(s) Time Periods. If any date for exercise of any right, giving of any notice, or performance of any provision of this Agreement falls on a Saturday, Sunday or holiday, the time for performance will be extended to the next business day.

(t) Exchange Transaction. Buyer agrees upon the request of Seller to reasonably cooperate with Seller in closing this transaction as an exchange pursuant to Internal Revenue Code Section 1031, provided that: (i) Buyer shall incur no additional expense, liability or obligation in connection therewith and shall not be required to hold title to any property other than the Property; (ii) Seller shall indemnify, protect, defend and hold Buyer harmless from any claims, demands, causes of action, judgments, expenses, costs and attorneys' fees which result from Buyer's compliance with this paragraph, which obligation shall survive the Closing or termination of this Agreement; (iii) the Closing is not materially delayed by the exchange; and (iv) provided that Seller strictly complies with Internal Revenue Code Section 1031.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE  
FOLLOWS***

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

**OWNER:**

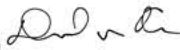
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**PURCHASER:**

**SEQUOIA ENERGY STORAGE 1, LLC**

By: **NLE U-S CA Development, LLC**

Its sole member and manager

By:   
\_\_\_\_\_

Name: Daniel von Allmen

Title: Sr. Director, Project Development

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

The land referred to herein is situated in the State of California, County of Santa Cruz

Unincorporated and described as follows:

Being that parcel of land conveyed to John M. Lukrich, by deed recorded in Book 304 of Deeds, at Page 478. Santa Cruz County Records, and more particularly described as follows:

Beginning at the Northwest corner of the above mentioned lands of Lukrich, thence from said point of beginning S 52° 45' E 1100.88 feet; thence S 35° W 312.18 feet; thence S 52° 30' E 859.98 feet; thence S 35° 05' W 914.10 feet; thence N. 50° 30' W 226.38 feet; thence N 68° 45' W 198.00 feet; thence N 53° W 619.08 feet; thence North 1605.78 feet to the point of beginning.

Said property is described in Unconditional Certificate of Compliance recorded March 13, 2002 as Instrument No. 2002-0018408 of Official Records.

APN: 051-101-77

The land referred to herein is situated in the State of California, County of Santa Cruz and described as follows:

Being that parcel of land conveyed to John M. Lukrich, by deed recorded in Book 304 of Deeds, at Page 478. Santa Cruz County Records, and more particularly described as follows:

Beginning at the Western corner of the above-mentioned lands of Lukrich, and the South corner of the lands conveyed to John M. Lukrich by deed recorded in Book 304 of Deeds, at Page 478, thence from said point of beginning along the common boundary between the lands of Lukrich N 35° 5' E 597.96 feet; thence leave said common boundary S 52° 25' E 905.85 feet; thence N 72° E 316.80 feet; thence N 17°30' E 337.92 feet; thence S 72° 30' E 14.98 feet; thence S 17° 30' W 330.00 feet; thence S 72° W 1129.92 feet; thence N 39° W 306.90 feet; thence N 50° 30' W 138.60 feet to the point of beginning.

Said property is described in Unconditional Certificate of Compliance recorded March 13, 2002 as Instrument No. 2002-0018408 of Official Records.

APN: 051-101-78



**EXHIBIT B**  
**DEFINITIONS**

“**Agreement**” has the meaning set forth on Page 2 of this Agreement.

“**Assignment of Intangibles**” has the meaning set forth in Section 11(c) of this Agreement.

“**Authorization Letter**” has the meaning set forth in Section 3(d) of this Agreement.

“**Bill of Sale**” has the meaning set forth in Section 11(b) of this Agreement.

“**Closing**” has the meaning set forth in Section 5(d) of this Agreement.

“**Contingency**” and “**Contingencies**” has the meaning set forth in Section 8 of this Agreement.

“**Cure Payments**” any amount paid by Purchaser to cure a default by Owner or to pay an obligation of owed by Owner.

“**Deed**” has the meaning set forth in Section 11(a) of this Agreement.

“**Deposit**” has the meaning set forth on the Cover Sheet of this Agreement.

“**Effective Date**” has the meaning set forth on the Cover Sheet of this Agreement.

“**Environmental Law**” means and includes, without limitation, any present or future federal, state or local law, whether under common law, statute, rule, regulation or otherwise, requirements under permits or other authorizations issued with respect thereto, and other orders, decrees, judgments, directive or other requirements of any governmental authority relating to or imposing liability or standards of conduct, disclosure or notification with regard to the protection of human health, the environment, ecological conditions, Hazardous Substances or any activity involving Hazardous Substances.

“**Exception**” has the meaning set forth in Section 4(b) of this Agreement.

“**Exception Notice**” has the meaning set forth in Section 4(b) of this Agreement.

“**Exercise Notice**” has the meaning set forth in Section 5(a) of this Agreement.

“**Financing Party**” has the meaning set forth in Section 7(d) of this Agreement.

“**Governmental Approvals**” has the meaning set forth in Section 3(e) of this Agreement.

“**Hazardous Substance**” means and includes, without limitation any substance, chemical, material or waste: (i) the presence of which causes a nuisance or trespass of any kind under any applicable Environmental Law; (ii) which is regulated by any governmental authority; (iii) is likely to create liability under any Environmental Law because of its toxic, flammable, corrosive, reactive, carcinogenic, mutagenic, infectious, radioactive, or other hazardous property or because of its effect on the environment, natural resources or human health and safety, including but not limited to, flammables and explosives, gasoline, petroleum and petroleum products, asbestos containing materials, polychlorinated biphenyls, lead and lead-based paint, radon, radioactive materials, microbial matter, biological toxins, mycotoxins, mold or mold spores or any hazardous

or toxic material, substance or waste which is defined by those or similar terms or is regulated as such by any governmental authority; or (iv) which is designated, classified, or regulated as being a hazardous or toxic substance, material, pollutant, waste (or a similar such designation) under any federal, state or local law, regulation or ordinance, including under any Environmental Law.

**“Independent Consideration”** has the meaning set forth in Section 3(d) of this Agreement.

**“Laws”** has the meaning set forth in Section 6(a) of this Agreement.

**“Memorandum of Option”** has the meaning set forth in Section 18(o) of this Agreement.

**“OFAC”** has the meaning set forth in Section 6(g) of this Agreement.

**“Option”** has the meaning set forth in Section 3(a) of this Agreement.

**“Option Payment”** has the meaning set forth on the Cover Sheet of this Agreement.

**“Option Term”** has the meaning set forth in Section 3(b) of this Agreement.

**“Owner”** has the meaning set forth on the Cover Sheet of this Agreement.

**“Party”** and **“Parties”** has the meaning set forth on Page 2 of this Agreement.

**“Permitted Exceptions”** has the meaning set forth in Section 4(b) of this Agreement.

**“Permits”** means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority which are required for Purchaser’s development and use of the Property for Purchaser’s intended use.

**“Property”** has the meaning set forth in Recital A of this Agreement.

**“Purchase Price”** has the meaning set forth on the Cover Sheet of this Agreement.

**“Purchaser”** has the meaning set forth on the Cover Sheet of this Agreement.

**“Survey”** has the meaning set forth in Section 4(b) of this Agreement.

**“System”** means the energy storage system or systems installed and operating at the Premises, together with all electrical production, transmission, storage, and distribution facilities and related equipment, hardware and materials, including without limitation, panels, overhead and underground transmission, distribution or collector lines, circuit breakers, meters, conduit, footings, cabling, wires, overhead and underground control, communications and radio relay systems, energy storage facilities (including batteries), interconnection facilities and/or switching facilities, transformers and current inverters, control boxes and computer monitoring equipment systems, structures, batteries, features and improvements necessary to produce, transmit and store electric energy at such facility.

**“Tests”** has the meaning set forth in Section 2 of this Agreement.

**“Title Company”** has the meaning set forth in Section 5(c) of this Agreement.

**“Title Report”** has the meaning set forth in Section 4(b) of this Agreement.



**EXHIBIT C**  
**AUTHORIZATION LETTER**

To Whom It May Concern

New Leaf Energy, Inc. and its employees and affiliates are hereby authorized to act as our agent for submission of applications and related plans and documents, and to appear before boards and other officials, with respect to obtaining approvals for solar installations to be constructed on my property located at 90 Minto Road in Watsonville, CA.

Sincerely,

[REDACTED]  
[REDACTED]  
[REDACTED]

**EXHIBIT D**

**FORM OF GRANT DEED**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL  
THIS GRANT DEED AND ALL  
TAX STATEMENTS TO:

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(Above Space for Recorder's Use Only)

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES:

CITY AND COUNTY TRANSFER TAX is \$ \_\_\_\_\_.

- computed on full value of property conveyed, or
- computed on full value of items or encumbrances remaining at time of sale,
- Unincorporated area

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged

\_\_\_\_\_, (**"Grantor"**), hereby GRANTS to  
\_\_\_\_\_, the real property located in the City of \_\_\_\_\_, County of  
\_\_\_\_\_, State of California commonly known and addressed as  
\_\_\_\_\_, and more particularly described in Exhibit A which  
is attached hereto and incorporated herein by this reference (the **"Real Property"**), together with  
all improvements, structures and fixtures (collectively, the **"Improvements"**) located thereon,  
and all easements, appurtenances, development rights, mineral rights, water rights, air rights, and  
other rights and privileges belonging or appertaining to the Real Property and Improvements, and  
all right, title and interest in, to and under adjoining streets, rights of way and access easements.

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed in its name by its duly authorized representative the day and year set forth below.

Date: \_\_\_\_\_, 202\_

Grantor:

\_\_\_\_\_  
a \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his authorized capacity, and that by her/his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Exhibit A to Grant Deed

Real Property Legal Description

**EXHIBIT E**

**BILL OF SALE**

For good and valuable consideration the receipt of which is hereby acknowledged, \_\_\_\_\_, a \_\_\_\_\_ (“**Seller**”), does hereby sell, transfer, and convey, without warranty, except as expressly provided in the following paragraph, to \_\_\_\_\_, a \_\_\_\_\_ (“**Buyer**”), all personal property described in Schedule 1 attached hereto.

Seller hereby represents and warrants to Buyer that Seller is the lawful owner of such personal property, and that such personal property is free and clear of all liens, encumbrances, conditional sales contracts, security interests and claims.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Seller: \_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

## EXHIBIT F

### ASSIGNMENT AND ASSUMPTION OF SERVICE CONTRACTS AND INTANGIBLES

THIS ASSIGNMENT AND ASSUMPTION OF SERVICE CONTRACTS AND INTANGIBLES (the “**Assignment**”) dated as of \_\_\_\_\_, 202\_ is between \_\_\_\_\_ (“**Assignor**”), and \_\_\_\_\_ (“**Assignee**”).

A. \_\_\_\_\_ Assignor owns certain real property and improvements thereon located at \_\_\_\_\_ and more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Assignor has entered into certain service contracts which affect the Property, which contracts are described on Exhibit B attached hereto (the “**Contracts**”).

C. \_\_\_\_\_ Assignor and Assignee have entered into an Agreement of Purchase and Sale dated as of \_\_\_\_\_, 2022 (the “**Agreement**”), pursuant to which Assignee agreed to purchase the Property from Assignor and Assignor agreed to sell the Property to Assignee, on the terms and conditions contained therein. Capitalized terms used herein and not separately defined have the meanings ascribed to them in the Agreement.

D. Assignor desires to assign all of its right, title and interest in the Assumed Contracts specified on Exhibit B attached hereto and the Intangible Property (described in the Agreement), and Assignee desires to accept the assignment thereof, on the terms and conditions below.

ACCORDINGLY, the parties hereby agree as follows:

1. As of the date on which the Property is conveyed to Assignee pursuant to the Agreement (the “**Conveyance Date**”), Assignor hereby assigns to Assignee all of its right, title and interest in and to the Assumed Contracts and any Intangible Property now owned by Assignor in connection with the Property.

2. As of the Conveyance Date, Assignee hereby assumes all of Assignor’s obligations under the Contracts originating or accruing on or subsequent to the Conveyance Date.

3. In the event of any dispute between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party’s costs and expenses of such dispute, including, without limitation, reasonable attorney’s fees and costs.

4. \_\_\_\_\_ This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

6. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Assignment by electronic transmission shall be equally effective as delivery of a manually executed counterpart hereof.

Assignor and Assignee have executed this Assignment the day and year first above written.

ASSIGNOR: \_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

ASSIGNEE: \_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Exhibit A to

Assignment and Assumption of Contracts and Intangibles

Real Property Description

[to come]

Exhibit B to

Assignment and Assumption of Contracts and Intangibles

[List]

**EXHIBIT G**

**FORM OF SELLER'S CERTIFICATE**

\_\_\_\_\_, a \_\_\_\_\_ (“**Seller**”), hereby certifies to \_\_\_\_\_, a \_\_\_\_\_ (“**Buyer**”), that all representations and warranties of Seller contained in that certain Purchase and Sale Agreement and Joint Escrow Instructions dated as of \_\_\_\_\_, between Seller and Buyer (the “**Purchase Agreement**”) remain, as of the Closing Date, true and correct in all material respects as when first made under the Purchase Agreement. All initially capitalized terms used, but not defined, in this Seller Closing Certificate shall have the meanings set forth in the Purchase Agreement.

IN WITNESS WHEREOF, Seller has executed this Seller’s Certificate to be effective as of the Closing Date.

**SELLER:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT H

### MEMORANDUM OF OPTION AND PURCHASE AGREEMENT

[Attached]RECORDING REQUESTED BY AND  
WHEN RECORDED PLEASE RETURN TO:

Sequoia Energy Storage 1, LLC  
c/o New Leaf Energy, Inc.  
55 Technology Drive, Suite 102  
Lowell, MA 01851  
Attn: Legal Department

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### MEMORANDUM OF OPTION AND PURCHASE AGREEMENT

THIS MEMORANDUM OF OPTION AND PURCHASE AGREEMENT (this “**Memorandum**”) is made as of \_\_\_\_\_, 202\_, by and between \_\_\_\_\_ (“**Owner**”), and Sequoia Energy Storage 1, LLC, a Delaware limited liability company (“**Purchaser**”).

### RECITALS

- A. Owner is the owner of that certain real property located in the City of Watsonville, Santa Cruz County, State of California, more particularly described in **Exhibit A** attached hereto (the “**Property**”).
- B. Pursuant to that certain Option and Purchase Agreement, dated as of \_\_\_\_\_, 202\_ (the “**Agreement**”), Owner has granted Purchaser the exclusive option to purchase the Property.
- C. The parties are executing and recording this Memorandum so that third parties shall have notice of Purchaser’s exclusive option to purchase all or a portion of the Property, and of the rights and obligations of Owner and Purchaser under the Agreement.

### AGREEMENT

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

1. Owner has granted to Purchaser an exclusive option to purchase all or a portion of the Property and, upon the exercise of the option, Owner agrees to sell all or a portion of the Property to Purchaser in accordance with the terms and provisions of the Agreement.
2. The Agreement provides for an option period of three hundred and sixty-five (365) days commencing upon the Effective Date of the Agreement, which Purchaser may extend for two additional periods of three hundred sixty-five (365) days each.

3. All of the terms, conditions and agreements contained within the Agreement are fully incorporated herein by reference as if fully set forth herein. This Memorandum is not intended to change the terms of the Agreement and, in the event of a conflict between the terms and conditions of this Memorandum and the Agreement, the terms and conditions of the Agreement shall control. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

4. This Memorandum shall be governed by the laws of the State of California.

5. The parties agree that this Memorandum may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first written above.

**OWNER**

\_\_\_\_\_

**PURCHASER**

Sequoia Energy Storage 1, LLC

By: NLE U-S CA Development, LLC  
Its sole member and manager

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

STATE OF \_\_\_\_\_ )  
: ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the \_\_\_\_\_. (Insert the City or other political subdivision and the state and county or other place the acknowledgment was taken.)

\_\_\_\_\_  
Notary Public



## Exhibit I

### IMPROVEMENTS AND EQUIPMENT ON THE PROPERTY

The Improvements and Equipment on the Property consists of approximately 0.66 acres located at the Property as depicted below. Lessor agrees that the description of the Improvements and Equipment on the Property will be replaced with actual metes and bounds upon completion of site survey.

