

CARPORT SYSTEM SITE LEASE AGREEMENT

This CARPORT SYSTEM SITE LEASE AGREEMENT (this “Lease”) is made and entered into as of **[DATE]** (the “Effective Date”) by and between Mynt Systems Inc. a California limited liability company (“Lessee”), and the County of Monterey, a political subdivision of the State of California (“Lessor”). Each of Lessor and Lessee are sometimes referred to as a “Party” and collectively as the “Parties.” “Lessee” shall include any permitted assignees pursuant to an assignment under Section 15.1.

WHEREAS, Lessor is the owner of certain improved real property located at 1410 Natividad Road, Salinas, CA 93906 (the “Premises”), and desires to grant a lease of the areas on said improvements and the portion of the Premises underlying the related battery energy storage system, as more particularly described on Exhibit A (the “Project Site”), which includes the area on which the System (hereinafter defined) will be installed; and

WHEREAS, pursuant to the terms of that certain Power Purchase Agreement (“PPA”) between Lessee and Lessor, dated as of the date hereof, Lessee intends to own, and operate certain photovoltaic solar energy generation and storage equipment and associated facilities, as described in Exhibit C (the “System”) and desires to obtain a lease of the Project Site in order to install and operate the System.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

AGREEMENT

1. **DEFINITIONS.** Capitalized terms shall have the meanings assigned to them herein.
2. **LEASE.**

2.1 Lease. Lessor hereby leases to Lessee the non-exclusive rights to use and access the Premises for the purposes of installing, maintaining, repairing and decommissioning the System, in accordance with the terms and conditions and for the purposes set forth herein. The Parties intend that this Lease create a valid and present interest in the Premises in favor of Lessee. Therefore, this Lease is an interest in and encumbrance upon the Premises which shall run with the land and shall be binding upon the Premises, and Lessor and its successors and assigns for the benefit of Lessee and its successors and assigns.

2.2 Term. The term of this Lease shall commence on the Effective Date and shall be coterminous with the term of the PPA (“Term”).

In the event Lessor exercises an option to purchase the System pursuant to the PPA or Lessee otherwise transfers the equipment constituting the System to Lessor under the PPA, this Lease shall terminate as of the date of the closing of such transfer.

2.3 Payment to Lessor. Lessee shall pay to Lessor as rent the one-time sum of \$1 (the “One-Time Payment”) within fifteen (15) days after the Effective Date. Lessor acknowledges and agrees that the One-Time Payment constitutes payment in full of rent for the Term, and no additional amount shall be due or owing to Lessor under this Lease.

2.4 Permitted Uses. Lessee shall have the exclusive right to occupy and use the Project Site for solar energy conversion, for the collection, storage, and transmission of electric power, and for related and incidental purposes and activities (collectively, “Operations”) including, but not limited to, the construction, installation, improvement, relocation, operation, maintenance and repair of the System and removal of the System.

2.5 Lessee’s Exercise of Rights. Lessee may construct and install the System on the Premises in the manner Lessee deems reasonable and appropriate; provided, however, that Lessee shall not unreasonably interfere with Lessor’s use, operation, or maintenance of the Premises. The System shall be installed within the areas of the Project Site.

2.6 Premises Utilities. Unless stated otherwise in the PPA, Lessor shall provide existing and available utilities to the Project Site in connection with Lessee's construction, startup, maintenance, repair, replacement, operation and removal of the System. Lessor acknowledges and agrees that Lessee’s use of the Premises includes the nonexclusive appurtenant right to the use of water lines, sewer lines, storm water lines, power lines, and telephone and communication lines.

2.7 Construction Laydown Area. Lessor shall provide Lessee sufficient space on the Premises for the temporary storage and staging of tools, materials and equipment reasonably necessary during installation and any maintenance, repair, replacement or removal of the System, provided that Lessee shall use commercially reasonable efforts to minimize disruption to Lessor’s operations, and provided further that Lessee understands and acknowledges that space is limited at the Premises. Lessor and Lessee shall coordinate and cooperate in determining the amount of space and specific portion of the Premises necessary for such purposes. Lessee shall have access to such area twenty (24) hours a day, seven (7) days per week.

2.8 Notice. Except as may be required by an emergency, Lessee shall give Lessor reasonable written or telephonic notice before any entry onto the Premises outside of normal business hours by Lessee’s employees, agents, or contractors. Notwithstanding anything to the contrary in this Lease, Lessee shall be permitted to access the Premises (i) during normal business hours; and (ii) twenty-four (24) hours a day, seven (7) days a week for emergency purposes as reasonably determined by Lessee. In the event Lessee enters the Premises due to an emergency, Lessee shall promptly notify Lessor of its entry and the nature of the emergency. Unless otherwise agreed in advance, normal business hours shall mean Monday through Friday, 8AM through 5PM on those days the Lessor’s administrative offices are open.

3. EASEMENTS.

3.1 Access Easement and Use Rights. Lessor grants Lessee a nonexclusive easement for access and use of the Premises, on, under, over, and across the Premises, seven (7) days a week, twenty four (24) hours a day, excluding that portion of the Premises used as the county jail

and which has restricted public access, for the purposes of locating, installing, operating, maintaining, improving, repairing, relocating, and removing the System on the Premises (the “Use Rights”). The Use Rights include the right of parking, access, and ingress to and egress from the System on, over, and across the Premises during the Term, and shall survive for a period of one hundred eighty (180) days following the termination of this Lease for the purpose of removing the System. Without limiting the foregoing grant, Lessor covenants that the Use Rights may be used to achieve all the purposes set forth in this Lease.

3.2 Solar Easement.

3.2.1 Open Access to Sun. Lessor hereby grants and conveys to Lessee an exclusive easement on, over and across the Premises for the following: the open and unobstructed access to the sun to the System (except the battery storage-related portion of the System) on any of the Premises and to ensure adequate exposure of the System to the sun. In addition, Lessor hereby grants and conveys to Lessee an exclusive easement prohibiting any obstruction to the open and unobstructed access to the sun (together with the preceding sentence, the “Solar Easement”) throughout the entire Premises to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any System is or may be located at any time from time to time (each such point referred to as a “Site”) and for a distance from each Site to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Site to each point and on and along such line to the opposite exterior boundary of the Premises.

3.2.2 Lessor Improvements. Trees, buildings and other improvements located on the Premises as of the date of this Lease will be allowed to remain, and Lessee may not require their removal. Lessor may not place or plant any trees, buildings or improvements (an “Improvement”) on the Premises after the date of this Lease which may, in Lessee’s sole judgment, impede or materially interfere with the open and unobstructed access to the sun to any Site or System, unless Lessor has received written approval from Lessee for any such trees, structure or improvement. Subject to the foregoing, Lessor may construct an Improvement on the Premises if such Improvement meets the following requirements:

(a) Such Improvement poses no interference with any part of the System located on the Premises; and

(b) Such Improvement has a Maximum Height = [(distance to fenceline) + 20’] / 3], with such Improvements being located at least 20’ from the nearest fence line or edge of the Premises.

(an Improvement that complies with all of the foregoing restrictions will be referred to as a “Permitted Improvement”).

Lessor may construct such Permitted Improvements without the prior consent of Lessee. However, should Lessor construct an Improvement that is determined by Lessee to violate or not

be in compliance with any of the restrictions of this section, Lessee may provide notice to Lessor that said Improvement must be removed within thirty (30) days of Lessor's receipt of Lessee's notice. Should Lessor fail to remove the non-complying Improvement within such thirty (30) day period, Lessee may cause the same to be removed and may off-set the cost of the removal against any lease payments due hereunder to Lessor.

3.2.3 No Interference. Lessor will not materially interfere with, and will not allow any other party to materially interfere with, the free, unobstructed and open and unobstructed access to the sun, solar speed or solar direction over and across the Premises.

3.3 Cable Easement. Lessor hereby grants and conveys to Lessee, a non-exclusive easement to use portions of the Premise's riser systems, chase ways, exterior wall surface, roof surface, ground surface or below ground (the "Cable Easement"); which areas shall be referred to herein as the "Cable Easement Area," for the purposes of installing, operating, maintaining, interconnecting, repairing, removing and replacing cables, conduits, network connections, data acquisition and telecommunications lines and related transmission lines, all of which shall be used in connection with the operation of the System. Lessee shall exercise reasonable care and reasonable consideration in entering upon the Cable Easement Area so as to not unreasonably interfere with the use and enjoyment of the Cable Easement Area by its owners and occupants. The Cable Easement granted herein shall bind Lessor and its successors under this Lease; provided, however, that, for the purpose of removing the facilities located in the Cable Easement Area, the term of the Cable Easement shall automatically terminate one hundred eighty (180) days after the date of termination of the Term of this Lease. Lessor shall keep the Cable Easement Area free of obstruction and shall not construct or place in or on the Cable Easement Area any landscaping, trees, bushes, buildings or other structures of any kind in a manner which may interfere with or damage the cables, conduits and related transmission.

3.4 Utility Easements. Lessor agrees to reasonably cooperate, at Lessee's sole cost and expense, in the granting of reasonably necessary easements to the applicable utility to install such utilities on, over and/or under and through the Premises as necessary for Lessee to operate and interconnect the System, provided, however, the location of such utilities shall be mutually agreed upon by the applicable utility, Lessor and Lessee. In all events, the easements shall include a provision that the easements shall automatically expire upon the date that is one hundred eighty (180) days after the date of expiration or earlier termination of the Lease.

4. RIGHTS OF LESSEE.

4.1 Solar Resources. Lessee shall have the sole and exclusive right to convert all of the solar resources of, and to conduct Operations on, the Premises. Lessor shall not grant any rights in the Premises purporting to permit others to conduct Operations on the Premises in derogation of Lessee's sole and exclusive rights and privileges hereunder. Without the prior written consent of Lessee, Lessor shall not (i) waive any right available to Lessor or grant any right or privilege subject to the consent of Lessor by law or contract, including without limitation any environmental regulation, land use ordinance, or zoning regulation, with respect to setback requirements, or other restrictions and conditions respecting the placement of the System on the Premises or (ii) grant, confirm, acknowledge, recognize, or acquiesce in any right claimed by any

other Person to conduct Operations on the Premises, and Lessor agrees to give Lessee notice of any such claims and to cooperate with Lessee in resisting and disputing such claims.

4.2 Signage. Lessee shall have the right to erect, modify, and maintain reasonable signage on the Premises with respect to the System and to Lessee's interests therein, subject to approval from Lessor.

4.3 Enforcement of Legal Rights. Lessee shall have the right to enforce Lessor's rights under applicable laws protecting solar energy systems from obstruction. Lessor shall cooperate with any efforts by Lessee to enforce such rights.

4.4 Non-Interference. In no event during the Term will Lessor construct, build or locate, or allow others (via the granting of easements, leases, subleases, licenses or other agreements) to construct, build, or locate any equipment or facilities (solar or otherwise) that would interfere with the System or otherwise engage in, or allow others to engage in activity, that might impede the System's access to the sun or decrease the output or efficiency of the System.

5. DESIGN AND CONSTRUCTION OF SYSTEM.

5.1 Design and Construction. Lessor hereby consents to the construction of the System in accordance with the plans and specifications set forth on the attached Exhibit C. Lessee shall cause its contractors to comply with Lessor's reasonable and customary safety requirements and to coordinate construction of the System with Lessor so as to reasonably minimize disruption to the Premises and to Lessor's normal operations and activities thereon. Lessee shall not release Hazardous Materials on the Premises. As used in this Lease, "Hazardous Materials" means any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic under any applicable law, and asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

5.2 Permits and Approvals. Lessee shall obtain all necessary local development permits and approvals to allow its use of the Premises under this Lease. Upon Lessee's request, Lessor shall reasonably assist and cooperate with Lessee to acquire and maintain approvals, permits, and authorizations or to facilitate Lessee's compliance with all applicable laws and regulations related to the construction, installation, operation, maintenance, and repair of the System, including: providing any building owner or occupant authorizations; and signing and processing any applications for permits, local utility grid interconnection applications, and rebate applications as are required by law to be signed by Lessor. Lessor shall also deliver to Lessee copies of any necessary approvals, permits, rebates, or other financial incentives that are required by law to be in the name or physical control of Lessor. Lessee shall reimburse Lessor for reasonable and necessary third-party costs incurred by Lessor in relation to Lessor's assistance with such matters.

5.3 Removal Upon Termination. Upon the termination or expiration of this Lease for any reason, Lessee shall, within three hundred sixty-five (365) days after the date of expiration (or sooner if required by the PPA), remove the System from the Premises, and restore the

Premise to its condition as of the Effective Date, normal wear and tear excepted unless the System is purchased by Lessee. Removal of the System shall be at the cost of Lessee.

6. THE PREMISES.

6.1 Confirmation of Ownership. At the request of Lessee, Lessor shall obtain executed and acknowledged instruments and such other documents as Lessee or Lessee's title company may require to confirm Lessor's ownership of the Premises or to complete or evidence the full granting of the leasehold interest in the Premises as intended by this Lease.

6.2 Liens.

6.2.1 Subordination. Lessor shall cooperate with Lessee to obtain a Subordination, Non-Disturbance and Attornment Agreement (an "SNDA") from each lienholder which provides on terms reasonably acceptable to Lessee that the lien and rights of the lienholder shall be subordinate to this Lease. Lessor will also obtain any necessary consent and/or SNDA in favor of Lessee and on terms reasonably acceptable to Lessee from any and all entities having a possessory interest in the Premises.

6.2.2 Notice to Premises Lienholders and Release. Lessor shall give effective notice of Lessee's ownership of the System and the System's status as personal property to all parties having an interest in or any mortgage, pledge, lien (including mechanics', labor or materialmen's liens), charge, security interest, or encumbrance of any nature (collectively, "Liens") upon the real property and fixtures that are part of the Premises. If there is any Lien against the Premises that could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Lessor shall obtain a disclaimer or release of such Lien. Lessor consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction of the Premises, and any other filing by Lessee in a public office regarding its ownership of the System deemed necessary or appropriate by Lessee, and Lessor hereby appoints Lessee as its agent with regarding to any such filing and authorizes Lessee to take required actions on Lessor's behalf required for such filing.

6.2.3 System Liens. Lessor shall not directly or indirectly allow any Lien on or with respect to the System by, through or under Lessor. If Lessor becomes aware of a Lien on the System by, through or under Lessor, Lessor shall promptly give Lessee written notice of such Lien and shall take such action as is necessary or appropriate to have such Lien discharged and removed. Lessor shall indemnify Lessee against all reasonable costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing any such Lien.

6.2.4 Premises Liens. Lessee shall not directly or indirectly allow any Lien by, through or under Lessee, on or with respect to the Premises or any interest therein, excluding Lessee's leasehold interest created pursuant to this Lease, or any other asset of Lessor, including, without limitation, any Lien arising from or relating to the construction, ownership, maintenance or operation of the System by Lessee (including mechanics', labor or materialmen's liens) (collectively, "Permitted Liens"). Lessee shall defend and indemnify Lessor against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing any non-Permitted Liens.

6.3 Quiet Enjoyment. Lessee shall enjoy quiet and peaceful use, enjoyment and possession of the Project Site, free from any claim of any entity or person of superior title thereto without hindrance to or interference with or molestation of Lessee's quiet enjoyment thereof, and neither Lessor nor any person claiming by, through or under Lessor shall disturb Lessee's quiet and peaceful use, enjoyment and possession of the Project Site.

6.4 No Interference. Lessor hereby agrees, for itself, its agents, employees, representatives, successors, and assigns, that it will not initiate or conduct activities that it knows or reasonably should know may damage, impair, or otherwise adversely affect the System or its functions, including without limitation activities that may adversely affect the System's exposure to sunlight. Except when necessary to address emergency situations, Lessor further covenants for itself and its agents, employees, representatives, successors, and assigns that it will not (i) interfere with or prohibit the free and complete use and enjoyment by Lessee of its rights granted under this Lease; (ii) take any action that will interfere with the availability and accessibility of solar radiation over and above the Premises; (iii) take any action that will or may interfere with the transmission of electrical energy to or from the Premises; (iv) take any action that may impair Lessee's access to the Premises for the purposes specified in this Lease; (v) plant or maintain any vegetation or erect or maintain any structure that will, during daylight, cast a shadow on the System; or (vi) take any action that may impair Lessee's access to any portion of the System.

6.5 System Property of Lessee; Transfer of the Premises. Lessor acknowledges and agrees that Lessee is the exclusive owner and operator of the System and all equipment (including, but not limited to, photovoltaic modules or panels, inverters, battery storage equipment, meters, wire, data monitoring equipment, and cabling), components and moveable property of Lessee attached to or used in the operation of the System, that no portion or component of the System is a fixture, and that in the event that the Premises are sold, leased, assigned, mortgaged, pledged, or otherwise alienated or encumbered (a "Transfer"), such Transfer shall not attach to or affect the System, or Lessee's ownership rights to the System.

6.6 Transfer of Premises. Lessor shall not Transfer all or any portion of the Premises unless the transferee agrees in writing that its interest in the Premises is subject and subordinate in all respects to the terms of this Lease, unless the transfer is ordered by a court with competent jurisdiction. Lessor shall give Lessee at least sixty (60) days' prior notice of any Transfer of all or any portion of the Premises. Any such notice shall identify the transferee, the portion of the Premises to be transferred, and the proposed date of the Transfer.

6.7 Premises Security, Health and Safety. Lessor shall provide reasonable measures for the security of the Premises, including restricting access to the area on which the System is located and providing monitoring of the Premises' security alarms, if applicable. Lessor shall maintain the Premises in a structurally sound and safe condition consistent with all applicable Laws. If Lessor becomes aware of any circumstances relating to the System that creates an imminent risk of damage or injury to the System or any employee of Lessee, Lessor shall promptly notify Lessee.

6.8 System Security. With Lessor's approval, not to be unreasonably withheld, Lessee may install all security measures that Lessee determines are or may be reasonably necessary for the System. Such measures may, but will not necessarily, include warning signs,

fences, barbed wire, closed and locked gates, and other measures appropriate and reasonable to protect against damage or destruction of the System or injury or damage to persons or property resulting from the System and Operations.

6.9 Maintenance of Premises. Lessor shall, without interfering with the operation of the System, maintain the Premises in good condition and repair so that Lessee is able to comply with its obligations under this Lease. Lessor shall use commercially reasonable efforts to maintain Lessor's electrical energy equipment located on the Premises in good condition and repair so as to be able to receive and use the energy generated by the System. Lessor shall maintain its connection(s) and service contract(s) with its local utility, or any successors thereto, so that Lessor can, upon any suspension or interruption of delivery of energy from the System, provide the Premises with its full requirements for electricity.

6.10 System Maintenance. During the Term, Lessee shall, at Lessee's sole cost, maintain the System, the Project Site and all areas of the Premises used by Lessee in the Operations, in accordance with applicable laws and prudent industry practices.

6.11 Reserved.

6.12 Clean Condition. Lessee shall not unreasonably clutter the Project Site or the Premises and shall collect and dispose of any and all of Lessee's refuse and trash.

6.13 Taxes. Lessor shall pay when due all real property taxes and assessments possessory interest taxes, business or license taxes or fees, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, assessments, bonds, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, imposed or levied against the Premises or the System by any governmental body or public authority.

6.14 Incentives. The Parties further agree that all Incentives (as defined in the PPA) shall be allocated as set forth in the PPA and shall not attach to or be deemed a part of, or fixture to, the Premises.

6.16 Pre-Existing Site Conditions. Lessor will compensate Lessee for any reasonable and necessary out-of-pocket expenses incurred by Lessee to remedy, correct, amend, upgrade, or perform any work related to pre-existing conditions on the Premises and Project Site that were not reasonably discoverable or foreseen by Lessee through its initial site information review, investigation, and engineering site audit, including, but not limited to, repair of pre-existing construction defects (including in the electrical system on the Premises and Project Site), repair of damage to underground utilities not identified by the utility, and any additional costs resulting from government and/or utility inspectors who determine that pre-existing conditions require correction or amendment, unless such corrections or amendments are specifically provided for in this Lease.

7. REPRESENTATIONS AND WARRANTIES

7.1 Representations of Lessor. Lessor represents and warrants to Lessee that:

7.1.1 Lessor has the requisite corporate, partnership, limited liability company, or legal capacity to enter into this Lease and fulfill its obligations hereunder, that the execution and delivery by it of this Lease and the performance by it of its obligations hereunder have been duly authorized by all requisite action of its stockholders, partners or members, and by its board of directors or other governing body, and that the entering into of this Lease and the fulfillment of its obligations hereunder does not contravene any law, statute or contractual obligation of Lessor;

7.1.2 this Lease constitutes Lessor's legal, valid and binding obligation enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

7.1.3 no suit, action or arbitration, or legal administrative or other proceeding is pending or has been threatened against Lessor that would have a material adverse effect on the validity or enforceability of this Lease or the ability of Lessor to fulfill its commitments hereunder, or that could result in any material adverse change in the business or financial condition of Lessor;

7.1.4 Lessor owns the Premises in fee simple, subject to no liens or encumbrances except as set forth in Exhibit B. All persons or entities having any ownership or possessory interest in the Premises are signing this Lease;

7.1.5 there are no Hazardous Materials on or under the Premises; and

7.1.6 no governmental approval (other than any governmental approvals which have been previously obtained) is required in connection with the due authorization, execution and delivery of this Lease by Lessor or the performance by Lessor of its obligations hereunder which Lessor will be unable to obtain in due course; and

7.1.7 Lessor acknowledges that it has inspected the parking lot, that Lessor warrants the condition thereof and its suitability for Lessee's use, and that, except as may be expressly provided to the contrary in this Lease, Lessor shall make any alterations, improvements, or repairs in and to the parking lot to make same ready for Lessee's use and occupancy.

7.2 Representations of Lessee. Lessee represents and warrants to Lessor that:

7.2.1 Lessee has the requisite corporate, partnership or limited liability company capacity to enter into this Lease and fulfill its obligations hereunder, that the execution and delivery by it of this Lease and the performance by it of its obligations hereunder have been duly authorized by all requisite action of its stockholders, partners or members, and by its board of directors or other governing body, and that the entering into of this Lease and the fulfillment of its obligations hereunder does not contravene any law, statute or contractual obligation of Lessee;

7.2.2 this Lease constitutes Lessee's legal, valid and binding obligation enforceable against it in accordance with its terms, except as may be limited by applicable

bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

7.2.3 no suit, action or arbitration, or legal administrative or other proceeding is pending or has been threatened against Lessee that would have a material adverse effect on the validity or enforceability of this Lease or the ability of Lessee to fulfill its commitments hereunder, or that could result in any material adverse change in the business or financial condition of Lessee; and

7.2.4 no governmental approval (other than any governmental approvals which have been previously obtained) is required in connection with the due authorization, execution and delivery of this Lease by Lessee or the performance by Lessee of its obligations hereunder which Lessee will be unable to obtain in due course.

8. DEFAULT; REMEDIES.

8.1 Lessee Default. Each of the following events shall constitute a "Lessee Default":

8.1.1 Lessee materially breaches any term of this Lease and (i) if such breach is capable of being cured within thirty (30) days after Lessor's notice of such breach, Lessee has failed to cure the breach within such thirty (30) day period, or (ii) if Lessee has diligently commenced work to cure such breach during such thirty (30) day period but such breach is not capable of cure within such period, Lessee has failed to cure the breach within a further ninety (90) day period (such aggregate period not to exceed one hundred twenty (120) days from the date of Lessor's notice); or

8.1.2 (i) Lessee commences a voluntary case under any bankruptcy law; (ii) Lessee fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against Lessee in an involuntary case under any bankruptcy law; or (iii) any involuntary bankruptcy proceeding commenced against Lessee remains undismissed or undischarged for a period of sixty (60) days.

8.2 Lessor's Remedies. If a Lessee Default has occurred and is continuing, Lessor may terminate this Lease by written notice to Lessee following the expiration of the applicable cure period, and may exercise any other remedy it may have at law or equity.

8.3 Lessor Defaults. The following events shall be defaults with respect to Lessor (each, a "Lessor Default"):

8.3.1 Lessor materially breaches any term of this Lease and (i) if such breach is capable of being cured within thirty (30) days after Lessee's notice of such breach, Lessor has failed to cure the breach within such thirty (30) day period, or (ii) if Lessor has diligently commenced work to cure such breach during such thirty (30) day period but such breach is not capable of cure within such period, Lessor has failed to cure the breach within a further ninety (90) day period (such aggregate period not to exceed one hundred twenty (120) days from the date of Lessee's notice);

8.3.2 (i) Lessor commences a voluntary case under any bankruptcy law; (ii) Lessor fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against Lessor in an involuntary case under any bankruptcy law; or (iii) any involuntary bankruptcy proceeding commenced against Lessor remains undismissed or undischarged for a period of sixty (60) days; or

8.3.3 Lessor defaults under the PPA resulting in a termination thereunder.

8.4 Lessee's Remedies. If a Lessor Default has occurred and is continuing, Lessee may terminate this Lease by written notice to Lessor following the expiration of the applicable cure period. Lessee may also exercise any other remedy it may have at law or equity, including recovering from Lessor all resulting damages, which damages shall include, but not be limited to, the lost income and lost Incentives damages and all other amounts of any nature relating to this Lease.

9. LIMITATIONS.

9.1 Limitation of Liability. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE PARTIES AGREE THAT TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE, WHETHER IN CONTRACT, TORT, WARRANTY, OR UNDER ANY STATUTE OR ON ANY OTHER BASIS, FOR SPECIAL, INDIRECT, INCIDENTAL, MULTIPLE, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THE SYSTEM OR THIS LEASE. THE FOREGOING NOTWITHSTANDING, THE LOST INCOME AND LOSS OF INCENTIVES SHALL NOT BE CONSIDERED CONSEQUENTIAL DAMAGES AND SHALL NOT BE SUBJECT TO THE LIMITATIONS SET FORTH IN THIS SECTION.

9.2 Equitable Relief. The Parties acknowledge that money damages would not be a sufficient remedy for any breach of this Lease, and that, accordingly, in the event of any such breach or threatened breach, either Party shall be entitled to immediately seek any and all remedies available to it at law or in equity, including but not limited to an injunction or specific performance, from a court of competent jurisdiction.

10. FINANCING ACCOMMODATIONS.

10.1 Lessor Acknowledgment. Lessor acknowledges that Lessee may finance the System and that Lessee's obligations may be secured by, among other collateral, a pledge or collateral assignment of this Lease and a security interest in the System to a financial institution, leasing company, or lender providing funds or extending credit to Lessee or its affiliates (a "Financing Party"). In order to facilitate such financing, and with respect to each Financing Party, Lessor agrees as follows:

10.1.1 Consent to Collateral Assignment. Lessee shall have the right to assign this Lease as collateral for financing or refinancing of the System, and Lessor hereby consents to

the collateral assignment by Lessee to any Financing Party of Lessee's right, title, and interest in and to this Lease.

10.1.2 Financing Party's Rights Following Default. Notwithstanding any contrary term of this Lease:

(a) 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 this Lease in accordance with the terms of this Lease. Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Lease and the System.

(b) Financing Party shall have the right, but not the obligation, to pay all sums due under this Lease and to perform any other act, duty, or obligation required of Lessee hereunder or cause to be cured any default or event of default of Lessee in the time and manner provided by the terms of this Lease. Nothing herein requires Financing Party to cure any default of Lessee (unless Financing Party has succeeded to Lessee's interests) to perform any act, duty, or obligation of Lessee, but Lessor hereby gives Financing Party the option to do so.

(c) Upon the exercise of remedies under its security interest in the System, including any sale thereof by Financing Party, whether by judicial proceeding or under any power of sale, or any conveyance from Lessee to Financing Party, Financing Party shall give notice to Lessor of the transferee or assignee of this Lease. Any such exercise of remedies shall not constitute a Lessee Default.

(d) Upon any rejection or other termination of this Lease pursuant to any process undertaken with respect to Lessee under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Lessor shall enter into a new site lease agreement with Financing Party or its assignee on substantially the same terms as this Lease.

10.1.3 Financing Party Cure Rights. Lessor shall not exercise any right to terminate or suspend this Lease unless Lessor has given prior written notice to each Financing Party of which Lessor has notice. Lessor's notice of an intent to terminate or suspend must specify the condition giving rise to such right. Financing Party has the longer of thirty (30) days and the cure period allowed for a default of that type under this Lease to cure the condition; provided that if the condition cannot be cured within such time but can be cured within the extended period, Financing Party may have up to an additional ninety (90) days to cure if Financing Party commences to cure the condition within the thirty (30) day period and diligently pursues the cure thereafter. Lessor's and Lessee's obligations under this Lease shall otherwise remain in effect, and Lessor and Lessee shall be required to fully perform all of their respective obligations under this Lease during any cure period.

10.1.4 Continuation Following Cure. If Financing Party or its assignee acquires title to or control of Lessee's assets and cures all defaults existing as of the date of such change

in title or control within the time allowed by Section 10.1.3, then this Lease shall continue in full force and effect.

10.2 Notice of Defaults and Events of Default. Lessor agrees to deliver to each Financing Party a copy of all notices that Lessor delivers to Lessee pursuant to this Lease.

11. NOTICES.

11.1 Notices. Any notice required, permitted, or contemplated hereunder shall be in writing and 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 notice hereunder. Such notices may be sent by personal delivery or recognized overnight courier, and shall be deemed effective upon receipt.

To Lessee: 111 Mission Street
Santa Cruz, CA 95060
Attention: Corrina Hansen
Phone: (408) 426-5420

To Lessor: 168 W. Alisal St.
Third Floor
Salinas, CA 93923
Attention: Sustainability Program
Phone: (831) 755-5115

12. GOVERNING LAW; DISPUTES.

12.1 Choice of Law. This Lease shall be construed in accordance with the laws of the State of California, without regard to the conflict of laws principles thereof.

12.2 Disputes.

12.2.1 Management Negotiations. The Parties shall use all reasonable efforts to settle disputes through negotiation between authorized members of each Party's senior management. Either Party may, by written notice to the other Party, request a meeting to initiate negotiations to be held within fifteen (15) days of the other Party's receipt of such request, at a mutually agreed time and place. If the matter is not resolved within thirty (30) days of their first meeting, either Party may pursue any remedy available to it in accordance with Section 12.2.2.

12.2.2 Venue. Any controversy or dispute not amicably resolved by the Parties or through management negotiations shall be brought exclusively in the state or federal courts serving Monterey County, California. Each Party agrees to the laying of such venue and agrees not to later object to such venue as being an inappropriate or inconvenient forum.

13. INDEMNIFICATION.

13.1 Lessee's General Indemnity. Lessee shall indemnify, defend, and hold harmless Lessor (including Lessor's permitted successors and assigns) and Lessor's subsidiaries, directors, officers, members, shareholders, employees and agents (collectively, "Lessor Indemnified Parties") from and against any and all third-party claims, losses, costs, damages, and expenses, including reasonable attorneys' fees, incurred by Lessor Indemnified Parties arising from or relating to (i) Lessee's breach of this Lease, or (ii) the negligence or willful misconduct of Lessee's invitees. Lessee's indemnification obligations under this Section 13.1 shall not extend to any claim to the extent such claim is due to the gross negligence or willful misconduct of any Lessor Indemnified Party.

13.2 Lessee's Environmental Indemnity. If there is a PPA in place between the Lessor and Lessee and such PPA addresses environmental indemnities, then such PPA shall govern. If there is no such PPA, then this section shall apply. Lessee shall indemnify, defend and hold harmless the Lessor Indemnified Parties against, any claims, costs, damages, fees, or penalties arising from a violation by Lessee or Lessee's agents or contractors of any federal, State, or local law, ordinance, order, or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation, or presence of any Hazardous Material on or under the Premises.

13.3 Lessor's General Indemnity. Lessor shall indemnify, defend, and hold harmless Lessee (including Lessee's permitted successors and assigns) and Lessee's subsidiaries, directors, officers, members, shareholders, employees and agents (collectively, "Lessee Indemnified Parties") from and against any and all third-party claims, losses, costs, damages, and expenses, including lost income from loss of Incentives and reasonable attorneys' fees if applicable, incurred by Lessee Indemnified Parties arising from or relating to (i) Lessor's breach of this Lease, (ii) or the negligence or willful misconduct of Lessor, Lessor's tenants, or Lessor's invitees. Lessor's indemnification obligations under this Section 13.3 shall not extend to any claim to the extent such claim is due to the gross negligence or willful misconduct of any Lessee Indemnified Party.

13.4 Lessor's Environmental Indemnity. If there is a PPA in place between the Lessor and Lessee and such PPA addresses environmental indemnities, then such PPA shall govern. If there is no such PPA, then this section shall apply. Lessor shall indemnify, defend and hold harmless the Lessee Indemnified Parties for, from, and against, any claims, costs, damages, fees, or penalties, including lost income and and loss of Incentives, arising from the presence of any Hazardous Materials on or under the Premises, except to the extent that such presence is attributable to a violation by Lessee or Lessee's agents or contractors of any federal, State, or local law, ordinance, order, or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation, or presence of any Hazardous Material on or under the Premises.

14. INSURANCE.

14.1 Insurance Required. Each Party shall maintain in full force and effect throughout the Term, with insurers of recognized responsibility authorized to do business in the State in which the System will be located, assigned an A.M. Best rating of no less than A IX, insurance coverage in the amounts and types set forth on Exhibit D (except that if the PPA requires more

insurance from either Party, then the insurance provisions in the PPA shall govern). Each policy of insurance maintained by Lessor shall (a) name Lessee as loss payee (to the extent covering risk of loss or damage to the Premises or the System) and as an additional named insured as its interests may appear (to the extent covering any other risk); and (b) contain endorsements providing that such policy shall not be cancelled or amended with respect to the named insured and its designees without thirty (30) days' prior written notice to Lessee. Each Party shall, within ten (10) days of written request therefor, furnish current certificates of insurance to the other Party evidencing the insurance required hereunder.

14.2 Reserved.

14.3 No Waiver of Obligations. The provisions of this Lease shall not be construed in a manner so as to relieve any insurer of its obligations to pay any insurance proceeds in accordance with the terms and conditions of valid and collectable insurance policies. The liabilities of the Parties to one another shall not be limited by insurance.

15. MISCELLANEOUS.

15.1 Assignments. Neither Party shall have the right to assign any of its rights, duties, or obligations under this Lease without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. The foregoing notwithstanding, Lessee may assign any of its rights, duties, or obligations under this Lease, without the consent of Lessor, (i) to any of its affiliates, (ii) to any third party in connection with a financing transaction, or (iii) to any purchaser of the System.

15.2 Entire Agreement. This Lease represents the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and supersedes all prior written or oral agreements between the Parties with respect to the subject matter hereof.

15.3 Amendments. This Lease may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of Lessee and Lessor.

15.4 No Partnership or Joint Venture. Lessee and Lessee's agents, in the performance of this Lease, shall act in an independent capacity and not as officers or employees or agents of Lessor. This Lease shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Lease).

15.5 Headings; Exhibits. 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. Any Exhibits referenced within and attached to this Lease, including any attachments to the Exhibits, shall be a part of this Lease and are incorporated by reference herein.

15.6 Remedies Cumulative; Attorneys' Fees. No remedy herein conferred upon or reserved to any Party 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. If any action, arbitration, judicial reference, or other proceeding is instituted between the Parties in connection with this Lease, the each Party shall pay for its

attorneys' and experts' fees and costs incurred in bringing or defending such action or proceeding (at trial and on appeal) and/or enforcing any judgment granted therein.

15.7 Waiver. The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein. Any such waiver must be in a writing executed by the Party making such waiver.

15.8 Severability. If any part, term, or provisions 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 as a whole. Instead, the part of the Lease found to be invalid, unenforceable, or illegal shall be amended, modified, or interpreted to the extent possible to most closely achieve the intent of the Parties and in the manner closest to the stricken provision.

15.9 Counterparts and Facsimile Signatures. This Lease may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile or portable document format (".PDF") signatures shall have the same effect as original signatures, and each Party consents to the admission in evidence of a facsimile or photocopy of this Lease in any court or arbitration proceedings between the Parties.

15.10 No Partnership or Sale. Nothing contained in this Lease shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, partnership, joint venture, buyer and seller real property, or any other association between Lessor and Lessee, other than the relationship of lessor and lessee.

15.11 Brokers. Lessor and Lessee each represent and warrant that it has not dealt with any broker in connection with this Lease and each Party agrees to hold the other Party harmless from and against all claims, costs and expenses, including a reasonable attorneys' fees, arising from claims of any broker, finder or other intermediary hereto alleging to have dealt with or acted on behalf of such Party in connection with this transaction and Lease.

15.12 Waiver of Jury Trial. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP BETWEEN THEM BY THIS LEASE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

15.13 Further Assurances. Each Party shall deliver or cause to be delivered to the other Party such instruments, documents, statements, certificates of its officers, accountants, engineers or agents as to matters as may be reasonably requested, and shall make available, upon reasonable request, personnel and records relating to the System to the extent required for the requesting Party to carry out the purposes of this Lease or fulfill any legal obligation or regulatory reporting requirements.

15.14 Memorandum of Lease. Lessor and Lessee agree to execute and record a memorandum of this Lease. Lessor shall execute, with notarization, and deliver to Lessee together with the its initial delivery of the signed Lease a recordable Memorandum of Lease substantially in the form attached hereto as Exhibit E ("Memorandum of Lease"), which shall include the Exhibit A description of the Premises and which Lessee shall then record in the Official Records of the County in which the Project Site is located. Lessee shall be responsible for the cost of recordation.

15.15 Estoppel Certificate. From time to time, upon written request by Lessee, Lessor shall provide within seven (7) days thereafter an estoppel certificate attesting, to the knowledge of Lessor, of Lessee's compliance with the terms of this Lease, or detailing any known issues of noncompliance.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this PV System Site Lease Agreement to be duly executed and delivered as of the Effective Date.

LESSOR:

COUNTY OF MONTEREY, a political subdivision of the state of California

By: _____
Name:
Title:

LESSEE:

MYNT SYSTEMS INC.

By: _____
Name: Corrina Hansen
Title: CFO

By: _____
Name: Derek Hansen
Title: CEO

APPROVED AS TO FISCAL PROVISIONS:

Office of Auditor-Controller

By: _____
Print Name:
Title: _____
Date: _____

APPROVED AS TO FORM:

Office of the County Counsel
Leslie J. Girard, County
Counsel

By: _____
Print Name: Shane Eben
Strong Title: Deputy County
Counsel
Date: _____

**APPROVED AS TO
INDEMNITY/INSURANCE
LANGUAGE:**

County Counsel - Risk Management

By: _____
Print Name:
Title: _____
Date: _____

EXHIBIT A

PREMISES; PROJECT SITE

Legal Description of Premises:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SALINAS, COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

That certain real property situate in Rancho El Sausal, City of Salinas, Monterey County, California, being a portion of that certain 20 acre parcel of land conveyed from Stanley Sherwood to the County of Monterey by that certain Deed recorded April 5, 1946 in Book 879, at Page 345 of Official Records, also being a portion of Parcel I, as described in that certain Deed from James Bundgard, et ux, to the County of Monterey, recorded July 23, 1948 in Book 1075, at Page 281 of Official Records, also being a portion of that certain parcel of land described as Parcel I in that certain Deed from Howard J. Darington, et ux, to the County of Monterey, recorded November 5, 1958 in Book 1907, at Page 170 of Official Records, and being more particularly described as follows:

Beginning at the most Southerly corner of Lot 28, Block 3, as shown on that certain map entitled "Tract No. 656, Unit No. 5, Monta Vista Park Addition No. 1" filed March 22, 1972 in Book 11 of Maps, "Cities and Towns", at Page 33, Records of Monterey County, said point also being the most Southerly corner of that certain 5.855 acre tract conveyed from Stanley Sherwood to Eugene N. Sherwood by that certain Deed recorded September 16, 1921 in Book 183 of Deeds, at Page 441, Records of Monterey County; thence from said point of beginning

- 1) s. $61^{\circ}00'39''$ W. 155.53 feet ;thence
- 2) S. $26^{\circ}57'55''$ W. 388.27 feet; thence 3) S. $12^{\circ}47'57''$ W. 378.71 feet; thence 4) N. $66^{\circ}56'80''$ W. 373.16 feet; thence 5) s. $23^{\circ}22'24''$ W. 108.00 feet; thence 6) N. $66^{\circ}37'36''$ W. 150.00 feet; thence 7) N. $23^{\circ}22'24''$ E. 403.30 feet; thence 8) N. $66^{\circ}37'36''$ W. 170.70 feet; thence 9) N. $23^{\circ}22'24''$ E. 214.00 feet; thence 10) S. $66^{\circ}37'36''$ E. 52.15 feet; thence

1 1) N. $23^{\circ}22'24''$ E. 291.80 feet to an angle point in the Southerly boundary of Parcel "A", as shown on that certain Parcel Map filed December 17, 1985 in Book 16 of Parcel Maps, at Page 121, Records of Monterey County; thence along said Southerly boundary

- 12) N. $75^{\circ}27'20''$ E. 67.96 feet (N. $73^{\circ}43'10''$ E. 68.03, map); thence
- 13) N. $26^{\circ}30'48''$ E. 70.04 feet (N. $24^{\circ}56'30''$ E. 70.03, map); thence
- 14) S. $66^{\circ}35'04''$ E. 302.74 feet (S. $68^{\circ}15'$ E. 303.12, map); thence

Exhibit A

DRAFT VERSION - NON-EXECUTABLE

15) N. $22^{\circ} 37'26''$ E. 128.89 feet (N. $20^{\circ} 57'30''$ E. 129.05, map) to a point on the Southwesterly boundary of Lot 23 of Block 3, as shown on that certain map entitled "Tract No. 619, Unit No. 4, Monta Vista Park Addition No. 1" filed January 20, 1971 in Book 10 of Maps, "Cities and Towns", at Page 46, Records of Monterey County; thence leaving said Southerly parcel boundary and along said Southwesterly boundary of Lots 23, Lot 24 and Lot 25 of said Block 3, and along the Southwesterly boundary of Lots 26, 27 and 28 of said Block 3 of Tract No. 656

16) S. $41^{\circ} 27'35''$ E. 367.92 feet (S. $4^{\circ} 07'30''$ E., map) to the point of beginning.

Said legal description is also shown as Parcel 3 and fully described in that certain Certificate of Compliance recorded June 7, 2013 as Series No. 2013036394 of Official Records, Monterey County.

Project Site:

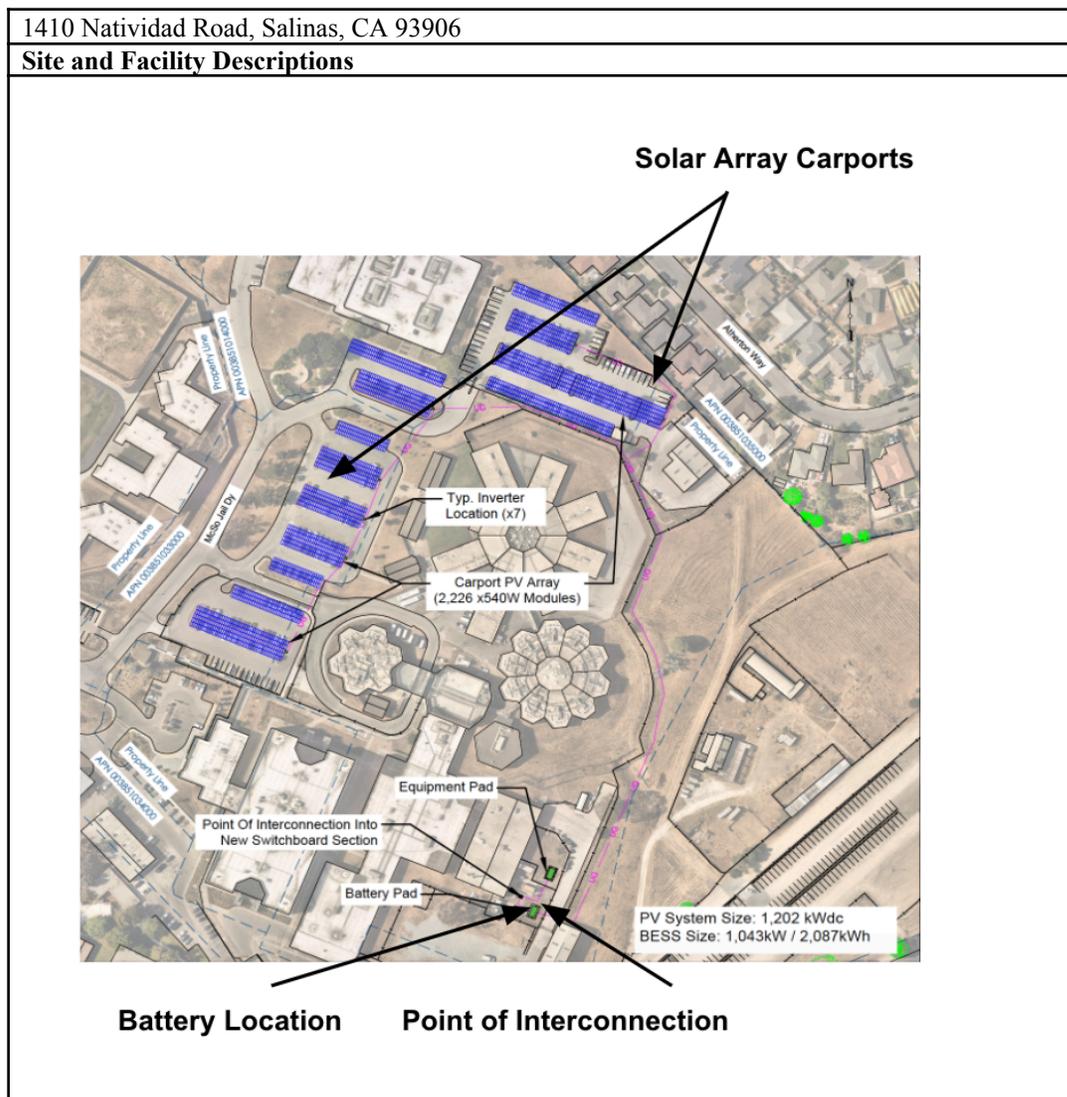


Exhibit A

EXHIBIT B

ENCUMBRANCES ON LESSOR'S TITLE

None.

Exhibit B

DRAFT VERSION - NON-EXECUTABLE

EXHIBIT C

SYSTEM DESCRIPTION

1. **System Location:** 1410 Natividad Road, Salinas, CA 93906
2. **Estimated System Size (DC kW):** 1,202 kW (DC)*
3. **System Description (Ground mount, rooftop, car port, etc.):** Carport

PV System including modules and inverters

Battery Energy Storage System including batteries and inverters.

4. **Host Utility:** PG&E (“Utility”)
5. **Expected Energy Storage Capacity (kWh):** 1,043kW/2,087kWh*

* These are estimates (and not a guarantee) of the system size

6. **Delivery Point and Premises:** See Exhibit A to this Lease which contains one or more drawings or images depicting:
 - a. Premises, including the Improvements (as applicable);
 - b. Proposed System location;
 - c. Delivery point for electricity generated by the System
 - d. Access points needed for Seller to install and service the System (building. access, electrical room, stairs etc.); and
 - e. Construction assumptions (if any).

EXHIBIT D

INSURANCE REQUIREMENTS

- (a) Lessee shall obtain and maintain the following insurance policies:
- (i) Comprehensive general liability insurance against liability for injury to or death of any Person or damage to property in connection with the use, operation or condition of the System of not less than one million dollars (\$1,000,000) combined single limit per occurrence and annual aggregate. Lessor shall be named as an additional insured under this liability insurance, provided however that Lessee shall in no event be obligated to repair or replace Lessor's buildings or Premises; and
 - (ii) Lessee may satisfy the insurance requirements contained in this Lease though any combination of primary and/or excess coverage.
- (b) Lessor shall obtain and maintain the following insurance policies:
- (i) Comprehensive general liability insurance against liability for injury to or death of any Person or damage to property in connection with the use, operation or condition of the Premises of not less than one million dollars (\$1,000,000) combined single limit per occurrence and annual aggregate. Lessee shall be named as an additional insured under this liability insurance;
 - (ii) All-risk property insurance with coverage equal to the replacement value of the Premises; and
 - (iii) Lessor may satisfy the insurance requirements contained in this Lease though any combination of self-insurance, primary and/or excess coverage.

Exhibit E
FORM OF MEMORANDUM OF LEASE

After recording return to:
Mynt Systems Inc.
111 Mission Street
Santa Cruz, CA 95060

MEMORANDUM OF LEASE

This Memorandum of Carport System Site Lease Agreement (“Memorandum”) is made as of this _____ day of _____, 202_, pursuant to and in connection with that certain Carport System Site Lease Agreement dated as of the same date hereof (the “Effective Date”) by and between Mynt Systems Inc. (“Lessee”) and the County of Monterey, a political subdivision of the State of California (“Lessor”) (the “Lease”).

This Memorandum is being recorded in the Monterey County Clerk Recorder’s Office to provide notice of the Lease between Lessee and Lessor relating to the real property situated in the County of Monterey, State of California as described on the attached Exhibit A hereto and any building or area associated therewith (the “Property”). The Property shall include the Project Site and related easements as shall be necessary for the construction, installation, operation and maintenance of the System and the interconnection of the System with the delivery point.

Subject to the terms and conditions of the Lease, the term of the Lease is effective on the Effective Date of the Lease and shall be coterminous with the term of the Solar Power Purchase Agreement, dated as of [date], by and between Lessee and Lessor (the “Term”).

This Memorandum contains only portions of the Lease and reference is made to the full text of the Lease, as may be amended from time to time. All capitalized words which are not typically capitalized, or are not defined in this Memorandum shall have the meaning given them in the Lease. Provisions in this Memorandum shall not be used in interpreting the Lease provisions. The provisions set forth in the Lease are hereby incorporated into this Memorandum as if set out in full herein. In the event of any conflict or inconsistency between the terms of this Memorandum and the terms of the Lease, the terms of the Lease shall govern and control for all purposes. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. The terms, covenants and conditions contained in this Memorandum, as further set forth in the Lease, shall be binding upon, and shall inure to the benefit of, the parties hereto, their respective heirs, legal representatives, successors and assigns. This Memorandum may be executed in any number of counterpart originals, each of which will be deemed an original instrument for all purposes, but all of which will comprise one and the same instrument.

Lessee and Lessor covenant and agree that notwithstanding anything contained in the Lease or this Memorandum to the contrary, this Memorandum shall automatically terminate without further notice or demand whenever (i) Landlord shall file of record in the Recorder’s Office, in and for Monterey County, California a Notice of Termination with respect to this Memorandum of Lease, which shall be certified under oath by the Lessor that either (a) the Lease is no longer in effect as a result of a termination of the Lease by either the Lessor and the Lessee; or (b) the

Exhibit E

DRAFT VERSION - NON-EXECUTABLE

Lessor has terminated the Lease and recovered possession of the Project Site as a result of an uncured Lessee Default (as defined in the Lease) by Lessee under the terms of the Lease; or (ii) the Term (as may be extended) expires, whichever occurs first.

[Signatures on next page]

Exhibit E

DRAFT VERSION - NON-EXECUTABLE

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum.

“Lessor”

County of Monterey
a political subdivision of the State of California

By: _____

Name: _____

Title: _____

Date: _____

“Lessee”

Mynt Systems Inc.

By: _____

Name: _____

Title: _____

Date: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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, _____, 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 he executed the same in his authorized capacity, and that by 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:
My Commission Expires:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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, _____, 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 he executed the same in his authorized capacity, and that by 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:
My Commission Expires:

EXHIBIT A

PREMISES; PROJECT SITE

Legal Description of Premises:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SALINAS, COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

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- 1) s. $61^{\circ}00'39''$ W. 155.53 feet ;thence
- 2) S. $26^{\circ}57'55''$ W. 388.27 feet; thence 3) S. $12^{\circ}47'57''$ W. 378.71 feet; thence 4) N. $66^{\circ}56'80''$ W. 373.16 feet; thence 5) s. $23^{\circ}22'24''$ W. 108.00 feet; thence 6) N. $66^{\circ}37'36''$ W. 150.00 feet; thence 7) N. $23^{\circ}22'24''$ E. 403.30 feet; thence 8) N. $66^{\circ}37'36''$ W. 170.70 feet; thence 9) N. $23^{\circ}22'24''$ E. 214.00 feet; thence 10) S. $66^{\circ}37'36''$ E. 52.15 feet; thence

1 1) N. $23^{\circ}22'24''$ E. 291.80 feet to an angle point in the Southerly boundary of Parcel "A", as shown on that certain Parcel Map filed December 17, 1985 in Book 16 of Parcel Maps, at Page 121, Records of Monterey County; thence along said Southerly boundary

- 12) N. $75^{\circ}27'20''$ E. 67.96 feet (N. $73^{\circ}43'10''$ E. 68.03, map); thence
- 13) N. $26^{\circ}30'48''$ E. 70.04 feet (N. $24^{\circ}56'30''$ E. 70.03, map); thence
- 14) S. $66^{\circ}35'04''$ E. 302.74 feet (S. $68^{\circ}15'$ E. 303.12, map); thence

Exhibit E

DRAFT VERSION - NON-EXECUTABLE

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16) S. $41^{\circ} 27'35''$ E. 367.92 feet (S. $4^{\circ} 07'30''$ E., map) to the point of beginning.

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Project Site:

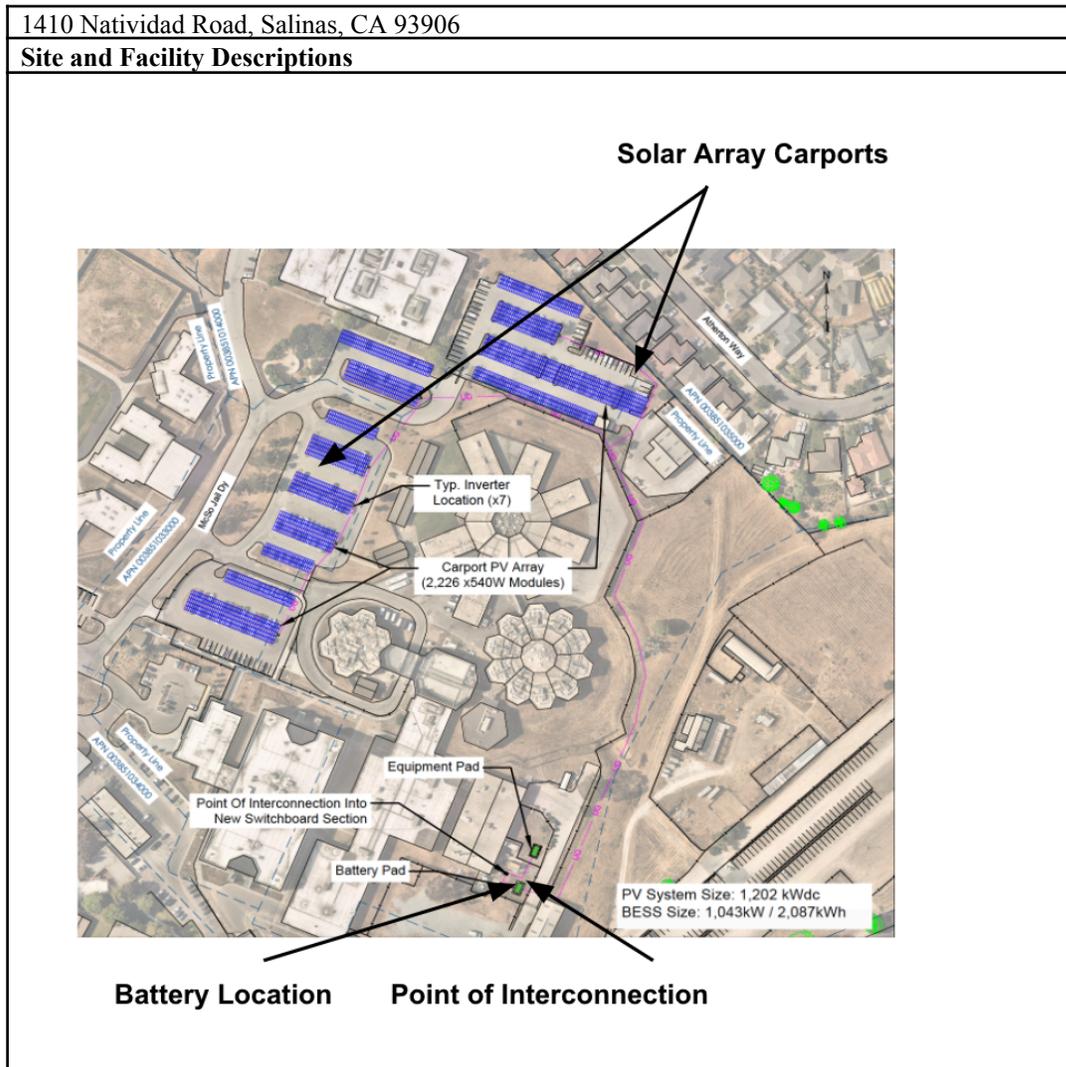


Exhibit E

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