

## EXHIBIT A

### SITE LEASE AGREEMENT

This Site Lease Agreement (this “**Lease**” or “**Site Lease**”) is made as of this [ ] day of [ ], 2017 (“**Effective Date**”), by and between the County of Shasta, a political subdivision of the State of California (“**County**”), and [ ] (“**Company**”). County and Company are individually referred to as a “**Party**” or collectively as “**Parties**.”

### RECITALS

A. Concurrent with the execution of this Lease, the Parties are entering into a Landfill Energy Gas Agreement (the “**Energy Agreement**”) pursuant to which Company will purchase Landfill Gas (as defined in the Energy Agreement) for use in a landfill gas to energy conversion plant (as further defined in the Energy Agreement, the “**Plant**”) which Company will construct, own and operate on, at and under the Premises (defined below) pursuant to the Energy Agreement.

B. The County desires to lease the Premises to Company and the Company desires to lease the Premises from County for installation and operation of the Plant, on all on the terms and conditions of this Lease.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, County and Company, intending to be legally bound, agree as follows:

### AGREEMENT

#### ARTICLE 1

### DEFINED TERMS

**1.01 Defined Terms.** As used in this Lease, (i) neutral pronouns and any derivations thereof shall be deemed to include the feminine and masculine and all terms used in the singular shall be deemed to include the plural and vice versa, as the context may require; (ii) the word “**including**” is not intended to be exclusive and means “**including without limitation**”; (iii) the word “**days**” means “**calendar days**,” unless otherwise stated; (iv) “**Section**” refers to sections and subsections in this Lease; (v) descriptive headings are inserted for convenience of reference only and do not constitute a part of and shall not be used in interpreting this Lease; and (vi) all capitalized terms used but not defined in the body of this Lease shall have the meanings set forth in Article 1 of this Lease and in Exhibit A of the Energy Agreement, as applicable; and (vii) each of the Exhibits to this Lease are incorporated in this Lease by reference.

#### ARTICLE 2

### LEASE OF PREMISES

**2.01 Lease of Premises.** In consideration of the Energy Agreement and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged

## EXHIBIT A

by County, County hereby leases that certain unimproved portion of land at the Facility as is illustrated on the Site Plan shown on Exhibit A and set forth in the legal description included in Exhibit A, attached to this Lease together with the Rights of Way pursuant to Section 2.02 below (collectively, the “**Premises**”). County leases the Premises to Company, and Company leases the Premises from County. Company shall lease the Premises in their existing “**as-is**” condition, with no right to require County to construct any improvements on the Premises or perform any work relative thereto, subject to all matters of record existing as of the Effective Date. Company confirms that it has inspected the Premises to its satisfaction and that the condition of the Premises is suitable for Company’s intended uses under this Lease.

**2.02 Rights of Way.** County grants to Company a right-of-way, on, under and across the Facility for the purpose of access from the public roadway to or from the Premises using existing roadways within the Facility and for all footings, foundations, utility services and such transmissions lines, pipes and interconnection facilities as may be necessary to construct and operate the Plant pursuant to the plans approved by County in the Energy Agreement (“**Rights of Way**”).

**2.03 Covenant and Warranty of Title and Quiet Enjoyment.** County covenants and warrants that County has full right and lawful authority to enter into this Lease, subject to the terms of any encumbrances and restrictions of record which will not materially or adversely affect Company’s use of the Premises. County covenants that at all times during the term of this Lease, Company’s quiet enjoyment of the Premises shall not be disturbed as long as Company is not in default of this Lease or the Energy Agreement beyond any applicable grace or cure period. In the event that Company discovers any title defect or third party right that was not disclosed by County during Company’s title review and due diligence prior to the execution of this Lease that would prohibit or materially interfere with the construction and operation of the Plant and the Permitted Uses and use of the Premises and County fails to cure such defect following receipt of notice of the defect and a reasonable period of time in which to cure, then Company may immediately terminate this Lease and the Energy Agreement, or, if the Plant has already been constructed, then at Company’s option, Company may undertake to cure the defect. In the event that Company incurs any costs or expenses, including reasonable attorney’s fees, in curing a defect, Company shall be entitled to set-off the amount in question against any amounts due County under the Energy Agreement. Notwithstanding any of the foregoing, it shall be a condition precedent to Company’s construction of the Plant for a reputable title insurance company selected by Company to have issued to Company and its lender, paid for by Company, an American Land Title Association (ALTA) owner’s policy and ALTA Loan Policies, as applicable, subject only to exceptions reasonably approved by Company and its lender (the “**Title Policies**”). In the event, the Title Policies cannot be issued to Company and its lender, Company, at Company’s option, may terminate this Lease.

**2.04 Notice of Lease.** The Parties agree that within forty five (45) days of the execution of this Lease, each shall execute a recordable Memorandum of Lease in compliance with the requirements of the Shasta County Recorder, which shall be recorded in the Official Records of Shasta County.

## **EXHIBIT A**

### **ARTICLE 3**

#### **USE OF PREMISES**

**3.01 Use of Premises.** Company shall be entitled to use the Premises or cause the Premises to be used for the purposes of (i) installing and constructing the Plant, (ii) generating, producing, enhancing, transforming, transmitting for sale and other disposition of Products and other activities related thereto, (iii) operating, maintaining, repairing and monitoring the Plant and the GCCS, including collection of landfill gas for commercial purposes, as well as performing engine, GCCS and other system overhauls and other maintenance and repairs and other activities related thereto (including storage of consumables and spare parts) (collectively, “Permitted Uses”). Company shall not use or permit the Premises or any other area of the Facility to be used for any purpose other than the Permitted Uses.

Company and Company’s employees, agents, invitees, licensees, and contractors shall not use, tamper, damage or interfere with the Facility or its operation, except as expressly authorized under the Energy Agreement including, but not limited to, its use of the Premises, or otherwise in writing by County. Except in accordance with the Energy Agreement, Company will not knowingly permit any third party to interfere with the operation of the Facility or County’s use of any portion thereof

**3.02 Interference.** Company shall not use, and shall not permit its employees, agents, invitees, licensees and contractors to use the Premises in any way which materially interferes with the use of the balance of the Facility by County. Similarly, County shall not use, nor shall County permit its licensees, employees, invitees, contractors or agents to use, any portion of the Facility in any way which materially interferes with Company’s Permitted Uses.

**3.03 Appurtenant Rights.** In exercising its rights under Section 3.01, Company shall have the right to enter upon and to access such portions of the Facility and connect the Plant to the GCCS and such utility lines, gas lines, ductwork, electrical lines, metering equipment and the like as are reasonably necessary to install and construct the Plant and to reconstruct, replace, maintain, care, repair and operate the Plant and the GCCS and to carry out any Permitted Use, subject in each instance to compliance with the Applicable Law affecting the Plant and the GCCS and such commercially reasonable regulations in light of the Permitted Uses as the County may establish related to (i) the designation of specific areas of the Facility in which motor vehicles owned or used by Company or any of its contractors must be parked, (ii) the designation of areas of the Facility available for storage of tools, consumables and spare parts, as well as staging and lay-down during installation, operations and maintenance of the Plant and the GCCS, and (iii) public and employee safety and health.

**3.04 County’s Reserved Rights.**

(a) County reserves the use of the Facility, together with the right to install, maintain, use, repair, replace and make changes in, additions to and eliminations from the structures and improvements at the Facility (other than at the Premises), and to sell, lease or dedicate to public use all or part thereof, in any manner that will not materially interfere with or adversely affect Company’s Permitted Uses and/or the operations, maintenance and monitoring

## EXHIBIT A

of the Plant and the GCCS. Notwithstanding the foregoing; if any such action by County would cause only a temporary and reasonably short-term interference with Company's use of the Premises and/or the operations, maintenance and monitoring of the Plant or the GCCS for no more than eight (8) hours, then County shall have the right to carry out such action, and such action will not be deemed to interfere with Company's use of the Premises or the Plant, provided that County gives at least twenty-four (24) hours advance written notice to Company and carries out such action at times that minimize interference to Company to the maximum extent possible, including if reasonably practical, outside of peak operating hours (8 AM through 8 PM) for the Plant.

(b) County's Duly Authorized Representatives shall have the right to enter the Premises at all reasonable times for the purposes of carrying out the Authorized Host Support Actions.

(c) Any material interference with County's use of the Facility and/or the operations or maintenance of the Facility by the Company or any employee, contractor, licensee, invitee or agent of the Company shall constitute an Event of Default under this Lease by the Company; provided, however, that, subject to the terms of the Energy Agreement, nothing in this Section 3.04(c) shall prohibit Company or any of its employees, contractors, licensees, invitees or agents from carrying out the Permitted Uses.

**3.05 Utilities and Services.** Company shall have access to the Facility's existing water, electric and telecommunication services, and all other utilities and services that are necessary or useful for the Permitted Uses, subject to Company's compliance with all Applicable Laws. Company's employees and contractors shall further have access to existing restrooms designated for employee use at the Facility. All utilities supplied to the Plant shall be separately metered, and Company shall make any connections to such utilities, at Company's sole cost and expense. Company shall pay any charges for use of the foregoing utilities and services directly to the applicable service provider.

## ARTICLE 4

### **RENT; TAXES**

**4.01 Rent.** Commencing on the Effective Date and throughout the Term (as defined below), Company will pay County "**Rent**" which shall consist of: (a) "**Base Rent**" in the amount of [\_\_\_\_\_] per year, which Base Rent shall be paid by Company to County in advance for the first year of the Term on the Effective Date and for each subsequent year on or before January 31st of each year, and (b) any Taxes which may become due and payable by Company to County as "**Additional Rent**" under Section 4.02. All Rent payments to County shall be paid to County or to such other person or at such other place as County may from time to time designate in writing.

#### **4.02 Taxes.**

(a) County shall be solely responsible for paying during the Term all property taxes and assessments on the Premises that are payable by the owner of the Premises. Company

## EXHIBIT A

is informed and is aware that, pursuant to Revenue & Taxation Code Section 107.6, the property interest created herein may be subject to property taxation if created, and that Company may be subject to the payment of property taxes levied on the interest. Company shall be solely responsible for the payment of any personal property taxes assessed by the County of Shasta or any other taxing authority on any of Company's personal property located on the Premises and for any possessory interest tax that may be assessed on the value of the Lease interest of Company. Company shall further be solely responsible for the payment of any tax, fee or other imposition assessed against Company or the Premises as a result of the operations of Company, whether or not that tax or fee is based on income and/or energy production, provided, however, that any such tax or fee that is adopted by the County of Shasta must be of general application to energy projects located within the County and not targeted specifically to the Plant or Premises. A cost of any targeted tax or fee may be offset by Company against the amount due to County hereunder. Any and all taxes and assessments and installments of taxes and assessments required to be paid directly by Company under this Lease shall be paid by Company at least ten (10) days before each such tax, assessment, or installment of tax or assessment becomes delinquent.

(b) Either party will have the right to contest, oppose, or object to the amount or validity of any tax, assessment, or other charge levied on or assessed against the Premises or the Plant or any part thereof; provided, however, that the contest, opposition or objection must be filed before the tax, assessment or other charge at which it is directed becomes delinquent and written notice of the contest, opposition or objection must be given to the other party at least ten (10) days before the date the tax, assessment, or other charge becomes delinquent. No such contest, opposition or objection shall be continued or maintained after the date the tax, assessment, or other charge at which it is directed becomes delinquent unless the objecting party has:

(i) Paid such tax, assessment, or other charge under protest prior to its becoming delinquent; or

(ii) Obtained and maintained a stay of all proceedings for enforcement and collection of the tax, assessment, or other charge by posting such bond or other matter required by law for such a stay; or

(iii) Delivered to the other party a good and sufficient undertaking in an amount reasonably specified by the other party and issued by a bonding corporation authorized to issue undertakings in California conditioned on the payment by such party of the tax, assessment or other charge together with any fines, interest, penalties, costs and expenses that may have accrued or been imposed thereon within 30 days after final determination of the party's contest, opposition or objection to such tax, assessment or other charge.

## ARTICLE 5

### TERM

**5.01 Term.** The term of this Lease shall begin upon the Effective Date in the preamble above and shall automatically terminate on the date which is one hundred and eighty (180) days following the expiration or earlier termination of the term of the Energy Agreement (the

## EXHIBIT A

“Term”). Upon the termination of this Lease, the Company shall immediately surrender possession of the Premises, subject to the provisions of Article 6 below and Section 7.08 of the Energy Agreement.

### **5.02 Holdover.**

(a) Should Company, with County’s written consent (which may be granted or withheld in County’s sole discretion), hold over after termination of this Lease, Company shall become a leasee from month to month upon each and all of the terms herein as may be applicable to a month to month tenancy and any such holding over shall not constitute an extension of this Lease. During such holding over, Company shall pay in advance, monthly, a rental rate equal to two- thousand dollars (\$2,000) per month.

(b) If Company holds over after termination of this Lease without the written consent of County, Company shall become a leasee at sufferance only. Company and County agree that the reasonable value of the use of the Premises during any holding over without consent shall be five-thousand dollars (\$5,000) per month.

**5.03 Termination.** If, in the reasonable opinion of Company there are conditions at the Facility which could expose Company or financing parties to liabilities or responsibilities for environmental matters which are pre-existing conditions on the Premises that Company did not have actual knowledge of or of which Company did not have constructive or inquiry notice of during Company’s due diligence of the Premises or which are the result of the operations and activities of County at the Facility and which Company reasonably determines are not adequately addressed through the indemnification and insurance provisions of this Lease or the Energy Agreement, then Company shall give written notice of such conditions to County and County will reasonably cooperate with Company to address such liability concerns. In the event that the parties cannot agree on a mechanism to address such liability concerns then Company shall be entitled to, in addition to its other legal and equitable remedies, terminate this Lease and the Energy Agreement and abandon the Premises and remove the Plant by a written notice to that effect delivered to the County, effective as of the date of the notice.

## ARTICLE 6

### **COMPANY’S PROPERTY**

**6.01 Company’s Property.** All Company’s Property is, and shall remain, the personal property of Company. In no event shall any Company Property be deemed to be a fixture, nor shall County, nor anyone claiming by, through, or under County (including but not limited to the County or any present or future mortgagee of the Facility or the Premises) have any rights in or to the Company’s Property at any time provided that Company has complied with the provisions of the immediately following sentence. County expressly disclaims and waives any rights it may have in the Company’s Property, including, but not limited to any landlord’s liens, at any time and from time to time, pursuant to this Lease, at law or in equity.

**6.02 Ownership.** Upon termination of the Energy Agreement, Company and County agree that Company shall continue to own its Plant and other Company’s Property and Company

## EXHIBIT A

must remove the Plant within one hundred and eighty (180) days after the date of termination and remediate the Facility to the condition preceding the installation and construction of the Plant, wear and tear excepted. Notwithstanding the foregoing, Company may abandon and leave in place any pipes, pipeline, underground utilities and conduits, as well as any and all improvements residing at or below grade which shall become the property of County at the end of the Term.

Further, Section 12.01 of the Energy Agreement is incorporated herein by reference *mutatis mutandis*.

## ARTICLE 7

### **HAZARDOUS MATERIALS**

#### **7.01 Hazardous Materials.**

(a) The Parties acknowledge that in the course of the Project Development Work and operations and maintenance of the Plant, Premises and the GCCS, Company and its contractors may use the Hazardous Materials listed on Exhibit B attached to this Lease (“**Permitted Hazardous Materials**”). Company shall be permitted to use and store in the Premises the quantities of Permitted Hazardous Materials as shown on Exhibit B during the Term of this Lease, subject to Company’s compliance with all applicable laws and regulations including, but not limited to, Environmental Laws and Environmental Permits. Company shall comply with the stormwater pollution prevention requirements of the Energy Agreement. If the volumes of Permitted Hazardous Materials Company stores on the Premises requires, Company shall be responsible to implement a hazardous materials business plan in accordance with Applicable Laws.

(b) Except for Permitted Hazardous Materials, Company shall not generate, use, treat, store, handle or permit the generation, use, treatment, storage or handling of Hazardous Materials on the Premises or the Facility, or transport or permit the transportation of Hazardous Materials to or from the Premises or the Facility without obtaining the prior written approval of County, which approval shall not be unreasonably withheld or delayed provided Company can demonstrate that such use, handling, storage or transport of Hazardous Materials will be in compliance with commercially reasonable industry practices commensurate with such practices used by other similarly situated facilities and applicable Environmental Laws and Environmental Permits. For clarification, the Parties acknowledge that Condensate Materials are not Hazardous Materials under Applicable Law, this Lease or the Energy Agreement.

(c) In accordance with Section 8.02, Company shall indemnify, defend and hold County harmless to the extent of any breach of this Article 7.

(d) County represents and warrants to Company that (i) the Premises are located outside of the current waste footprint of the Landfill, and (ii) during County’s ownership and/or operation of the Landfill, neither municipal solid waste nor hazardous waste (as defined in Applicable Laws) has been deposited by the County on the Premises, nor, to County’s knowledge, is it present at the Premises.

## **EXHIBIT A**

### **ARTICLE 8**

#### **INSURANCE AND INDEMNITY**

**8.01 Insurance.** Company and County shall maintain the insurance in amounts and scope as set forth in the Energy Agreement.

**8.02 Indemnification.** Company and County shall indemnify, defend and hold harmless the other for any indemnified claims related to this Lease as set forth in Article 8 of the Energy Agreement.

### **ARTICLE 9**

#### **LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES**

**9.01 Limitation Of Liability.** The limitations on liability and disclaimer of warranties set forth in Article 11 of the Energy Agreement shall apply to the obligations and liability of Company and County under this Lease.

### **ARTICLE 10**

#### **SUBORDINATION; EMINENT DOMAIN**

##### **10.01 Subordination, Non-Disturbance and Attornment.**

(a) This Lease is subject and subordinate to the Energy Agreement, and to any and all ground or underlying leases, mortgages or deeds of trust presently covering the Facility for the full amount of all advances made thereunder, together with interest thereon and subject to all the terms and provisions thereof all of which have been provided by County to Company prior to the Effective Date. Company agrees, within thirty (30) days after County's written request, to execute, acknowledge and deliver any and all commercially reasonable documents or instruments reasonably requested by County or necessary or proper to assure the subordination of this Lease to any new mortgages, deeds of trust, or leasehold estates in accordance with the terms of this Lease. In connection with any such subordination, County shall obtain from the lender or other party in question a written undertaking in favor of Company to the effect (i) that such lender or other party will not disturb Company's rights under this Lease or the Energy Agreement if Company is not then or thereafter in breach of any covenant or provision of this Lease after expiration of any grace period and (ii) such lender disclaims any lien against Company's Property.

(b) Company agrees to subordinate this Lease to any and all future ground or underlying leases, mortgages or deeds of trust covering the Facility; provided that the subsequent mortgagor enters a non-disturbance agreement with respect to Company's right of possession under this Lease if Company is not then or thereafter in breach of any covenant or provision of this Lease. This Section 10.01 shall be self-operative, but in confirmation thereof, Company shall execute and deliver the subordination agreement in such commercially reasonable form as such mortgagee may reasonably request.



## EXHIBIT A

(c) Company agrees that in the event any proceedings are brought for the foreclosure of any mortgage or deed of trust or any deed in lieu thereof covering the Facility, to attorn to the purchaser or any successors thereto upon any such foreclosure sale or deed in lieu thereof as so requested to do so by such purchaser and to recognize such purchaser as the counterparty under this Lease; Company shall, within five (5) Business Days after request, execute such further commercially reasonable instruments or assurances as such purchaser may reasonably deem necessary to evidence or confirm such attornment. Company waives the provisions of any current or future statute, rule or law which may give or purport to give Company any right or election to terminate or otherwise adversely affect this Lease and the obligations of Company hereunder in the event of any foreclosure proceeding or sale.

**10.02 Liens and Encumbrances.** Except as otherwise provided herein and in the Energy Agreement, Company shall keep the Facility free of, and shall promptly remove and discharge, any lien, notice of contract, charge, security interest, mortgage or other encumbrance (each a “**Lien**”) which arises for any reason, voluntarily or involuntarily, as a result of any act or omission by Company or persons claiming by, through or under Company, or any of their agents, employees or contractors, including without limitation liens which arise by reason of labor or materials furnished or claimed to have been furnished to Company or for the Plant. In the event that the Company desires to contest any such Lien, the Company shall give the County written notice of its intention to do so within thirty (30) days after the date on which the Company first has notice of the Lien and shall provide the County with a bond or other security over the amount of the Lien.

**10.04 Eminent Domain.** If the Premises, or a portion thereof such as to materially impair the operations or maintenance of the Plant or the GCCS, is taken by condemnation or the right of eminent domain, or by agreement between Company and those authorized to exercise such right (collectively the “**Condemnation Proceedings**”), then Company shall be entitled to terminate this Lease immediately upon delivery of written notice to the County, provided that such notice is given not later than one hundred twenty (120) days after such Condemnation Proceedings. Any award made as a result of Condemnation Proceedings shall belong to and be paid to County, and Company assigns to County all of its right, title and interest in any such award; provided, however, that Company shall be entitled to receive any award that is made specifically (i) for the taking of any Company’s Property, or (ii) for the interruption of Company’s business or operation of the Plant or the GCCS, or (iii) for Company’s moving costs or the removal of any Company’s Property.

## ARTICLE 11

### **ESTOPPEL**

**11.01 Estoppel Certificates.** Within fifteen (15) days after request by either Party, the other Party, from time to time and without charge, shall deliver to the requesting Party or to a person, firm or corporation specified by the requesting Party, a duly executed and acknowledged instrument, certifying:

(a) that this Lease is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as modified, and identifying the

## EXHIBIT A

date of any such modification; and

(b) whether the responding Party knows or does not know, as the case may be, of any default by the requesting Party in the performance of the terms, covenants and conditions of this Lease, and specifying the nature of such defaults, if any.

## ARTICLE 12

### **DEFAULTS; REMEDIES; DISPUTE RESOLUTION**

**12.01 Event of Default.** As used in this Lease, an “**Event of Default**” shall have the meaning set forth in Article 10 the Energy Agreement, provided, however, that for the purposes of this Section, the defined term “**Lease**” will be substituted for the use of the defined term “**Agreement**” in the provisions of Article 10.

**12.02 Remedies for Event of Default.** In the event of an Event of Default by either Party, the non-defaulting Party shall have the remedies provided in Articles 10 and 15 of the Energy Agreement and such other remedies as may be provided by Applicable Law and equity.

**12.03 Disputes.** All disputes between the Parties to this Lease will be resolved in accordance with Section 15.01 of the Energy Agreement.

## ARTICLE 13

### **MISCELLANEOUS PROVISIONS**

**13.01 Notices.** All notices, communications and waivers under this Lease shall be in writing and shall be (a) delivered in person; or (b) sent by reputable overnight express courier, addressed in each case to the addresses set forth below, or to any other address either of the Parties to this Lease shall designate in a written notice to the other Party:

If to County:

Director of Public Works  
Shasta County Department of Public Works  
1855 Placer Street  
Redding, CA 96001

If to Company:

All notices sent pursuant to the terms of this Section 13.01 shall be deemed received (i) if personally delivered, then on the date of delivery, or (ii) if sent by reputable overnight, express courier, then on the next Business Day immediately following the day sent.

**13.02 Successors and Assigns.** The rights, powers and remedies of each Party shall inure to the benefit of such party and its successors and permitted assigns.

## EXHIBIT A

**13.03 Amendments to Agreement.** This agreement shall not be amended, modified or supplemented without the written agreement of the Parties at the time of such amendment, modification or supplement.

**13.04 Waivers; Approvals.** No waiver of any provision of this Lease shall be effective unless set forth in writing signed by the Party making such waiver, and any such waiver shall be effective only to the extent it is set forth in such writing. Failure by a Party to insist upon full and prompt performance of any provision of this Lease, or to take action in the event of any breach of any such provisions or upon the occurrence of any Event of Default, shall not constitute a waiver of any rights of such Party, and, subject to the notice requirements of this Lease, such Party may at any time after such failure exercise all rights and remedies available under this Lease with respect to such Event of Default. Receipt by a Party of any instrument or document shall not constitute or be deemed to be an approval of such instrument or document. Any approvals required under this Lease must be in writing, signed by the Party whose approval is being sought.

**13.05 Partial Invalidity.** In the event that any provision of this Lease is deemed to be invalid by reason of the operation of Applicable Law, the Parties shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Lease (and in the event that the Parties cannot agree then such provisions shall be severed from this Lease) and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected by such adjustment and shall remain in full force and effect.

**13.06 Execution in Counterparts.** This Lease may be executed in counterparts, and all said counterparts when taken together shall constitute one and the same agreement.

**13.07 Governing Law; Jurisdiction; Forum.** This Lease shall be governed by and construed in accordance with the internal laws of the State of California. The Parties irrevocably agree that any action, suit or proceeding by or among the Parties may be brought in the Superior Court of the State of California located in the County of Shasta or the Federal Court for the Eastern District of California, provided that such court has subject matter jurisdiction over the dispute.

**13.08 Publicity.** Unless otherwise required by Applicable Law, each Party agrees that it shall not issue any press release regarding the Project without the prior consent of the other Party, and such other Party agrees not to unduly withhold or delay any such consent. Each Party agrees to cooperate with the other Party in connection with the issuance of such releases including, without limitation, completed review of press releases proposed to be issued by such other Party by no later than five (5) Business Days after submission to such Party.

**13.09 Attorneys' Fees.** If any action pursuant to Section 12.02 shall be instituted between the Parties in connection with this Lease, the Party prevailing in such action shall be entitled to recover from the other Party all of its reasonable costs and expenses incurred in connection with such action by arbitration or other legal proceeding, including reasonable attorneys' fees.

## **EXHIBIT A**

**13.10 No Third Party Rights.** This Lease is only for the benefit of the Parties to this Lease, their successors and permitted assigns and persons expressly benefited by the indemnity provisions of this Lease. No other person shall be entitled to rely on any matter set forth in, or shall have any rights on account of the performance or non-performance by any Party of its obligations under, this Lease.

**13.11 No Agency.** This Lease is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party. The Parties are independent contractors.

**13.12 Setoff.** Except as otherwise set forth herein, each Party reserves to itself all rights, set-offs, counterclaims and other remedies and/or defenses to which it is or may be entitled, arising from or out of this Lease or arising out of any other contractual arrangements between the Parties. All outstanding obligations to make, and rights to receive, payment under this Lease may be offset against each other.

**13.13 Entire Agreement.** This Lease (including all exhibits attached hereto), the Energy Agreement and the GCCS O&M Agreement represent the entire agreement between the Parties to this Lease with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous oral and prior written agreements. In the event of any conflict between the provisions of this Lease and the provisions of the Energy Agreement, the provisions of the Energy Agreement shall govern and control.

**[Signatures On Next Page]**

**EXHIBIT A**

IN WITNESS WHEREOF, County and Company have executed this Lease as of the Effective Date.

**County:**

COUNTY OF SHASTA

Date: \_\_\_\_\_

\_\_\_\_\_  
DAVID A. KEHOE, CHAIRMAN  
Board of Supervisors  
County of Shasta County  
State of California

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

Approved as to form:

RUBIN E. CRUSE, JR.  
County Counsel

RISK MANAGEMENT APPROVAL

By: \_\_\_\_\_  
David M. Yorton, Jr.  
Senior Deputy County Counsel

By: \_\_\_\_\_  
Jim Johnson  
Risk Management Analyst I

**Company:**

**EXHIBIT A**

**EXHIBIT A**

**SITE PLAN AND LEGAL DESCRIPTION**

045-020-002  
045-020-001



20' PG&E UTILITY EASEMENT PER 2006 O.R. 0013805


CALC'ED TIE  
S77°30'52"W  
477.11'

(N32°23'34.1"E)  
(3940.330)

- 3/4" rebar with tag marked  
Shasta County Surveyor Per 51LS10  
Obliterated. Set 2" Brass Disk Marked  
"LS 8055"

- ⊗ Section Corner

- ( ) Record Per 51LS10

-  Gas Lease Area

3/4" I.P. MARKED  
"LS2322"  
PER 51LS10

T30N, R6W  
M.D.B. & M.

(S89°42'20"E)  
(5265.75)

3/4" G.I.P. MARKED  
LS574  
PER 51LS10

T 30N, R 6W  
M.D.B. & M.

LINE TABLE

LINE	BEARING	LENGTH (FEET)
L1	S13° 23' 30"W	61.46
L2	S70° 46' 21"E	62.20
L3	S86° 43' 38"W	69.78
L4	N76° 36' 30"W	100.77
L5	N13° 23' 30"E	115.00
L6	S76° 36' 30"E	220.00

26LS24

WEST CENTRAL LANDFILL  
GAS TO ENERGY PROJECT  
SITE LEASE- SITE PLAN

PART OF  
045-020-001

NOT TO SCALE



Legal Description – West Central Landfill Gas to Energy Project- Site Lease

**EXHIBIT "A"**

All that portion of real property situated in the northwest one-quarter of Section 3, Township 30 North, Range 6 West, M.D.B. & M., in the unincorporated area of County of Shasta, State of California,

COMMENCING at the southwest corner of Section 3, Township 30 North, Range 6 West, as shown on that Record of Survey for the West Central Landfill, filed March 28, 1994, in Book 51 of Land Surveys at Page 10, Shasta County Records; THENCE North  $32^{\circ}23'34.1''$  East a distance of 3,940.33 feet to a 2" brass disk marked "Shasta County Surveyor LS 8055", as shown on said Record of Survey and Corner Record No. 781, on file at the Shasta County Surveyor's office. Also as shown on Exhibit "A-1", attached hereto and made a part thereof; THENCE South  $77^{\circ}30'52''$  West a distance of 477.11 feet to the northeast corner of the West Central Landfill Proposed Gas Lease Property, said point also being **THE POINT OF BEGINNING** of this description; THENCE South  $13^{\circ}23'30''$  West a distance of 61.46 feet to the northerly boundary of the 20 foot wide PG&E utility easement recorded March 21, 2006 in Official Records Document 2006-0013805, Shasta County Records; THENCE along said PG&E easement South  $70^{\circ}46'21''$  West a distance of 62.20 feet; THENCE continuing along said easement South  $86^{\circ}43'38''$  West a distance of 69.78 feet; THENCE North  $76^{\circ}36'30''$  West a distance of 100.77; THENCE leaving said PG&E easement North  $13^{\circ}23'30''$  East a distance of 115.00 feet; THENCE South  $76^{\circ}36'30''$  East a distance of 220.00 feet to the **POINT OF BEGINNING**. Said point also being the **POINT OF TERMINATION** of this description.





## **EXHIBIT B**

### **PERMITTED HAZARDOUS MATERIALS**

The Permitted Hazardous Materials consist of fuels, lubricants, cleaners, paints, and similar materials customarily used in similar facilities as the Plant in quantities which are reasonable and appropriate for the Plant and are maintained in compliance with applicable laws and regulations.