

PUBLIC UTILITIES COMMISSION  
505 Van Ness Avenue  
San Francisco CA 94102-3298



**Pacific Gas & Electric Company**  
**ELC (Corp ID 39)**  
**Status of Advice Letter 6741E**  
**As of November 22, 2022**

Subject: Tidewater Substation Lease Renewal Request for approval Under Public Utilities Code Section 851, Pursuant to General Order 173

Division Assigned: Energy

Date Filed: 10-18-2022

Date to Calendar: 10-21-2022

Authorizing Documents: None

<b>Disposition:</b>	<b>Accepted</b>
<b>Effective Date:</b>	<b>11-17-2022</b>

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

[edtariffunit@cpuc.ca.gov](mailto:edtariffunit@cpuc.ca.gov)

AL Certificate Contact Information:

Kimberly Loo

(415)973-4587

[PGETariffs@pge.com](mailto:PGETariffs@pge.com)

**PUBLIC UTILITIES COMMISSION**  
505 Van Ness Avenue  
San Francisco CA 94102-3298



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

The Energy Division of the California Public Utilities Commission has processed your recent Advice Letter (AL) filing and is returning an AL status certificate for your records.

The AL status certificate indicates:

- Advice Letter Number
- Name of Filer
- CPUC Corporate ID number of Filer
- Subject of Filing
- Date Filed
- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)
- Effective Date of Filing
- Other Miscellaneous Information (e.g., Resolution, if applicable, etc.)

The Energy Division has made no changes to your copy of the Advice Letter Filing; please review your Advice Letter Filing with the information contained in the AL status certificate, and update your Advice Letter and tariff records accordingly.

All inquiries to the California Public Utilities Commission on the status of your Advice Letter Filing will be answered by Energy Division staff based on the information contained in the Energy Division's PAL database from which the AL status certificate is generated. If you have any questions on this matter please contact the:

Energy Division's Tariff Unit by e-mail to  
**[edtariffunit@cpuc.ca.gov](mailto:edtariffunit@cpuc.ca.gov)**



**Sidney Bob Dietz II**  
Director  
Regulatory Relations

Pacific Gas and Electric Company  
77 Beale St., Mail Code B13U  
P.O. Box 770000  
San Francisco, CA 94177

Fax: 415-973-3582

October 18, 2022

**Advice 6741-E**

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

**Subject: Tidewater Substation Lease Renewal – Request for approval Under Public Utilities Code Section 851, Pursuant to General Order 173**

**Purpose**

The purpose of this transaction is to allow for the continued use of an electrical substation by Tesoro Refining and Marketing Company LLC, a Delaware limited liability company (Tenant) in the City of Martinez, Contra Costa County.

Pacific Gas and Electric Company (PG&E or the Company) requests California Public Utilities Commission (Commission) approval under Public Utilities Code Section 851 and General Order 173 for the renewal of Tenant's lease agreement located within PG&E's Tidewater Substation (Lease Renewal). The Lease Renewal, which is included as Attachment 1, will be for a period of twenty (20) years and will allow the Tenant to transfer excess electric energy on the California Independent System Operator (CAISO) market through the Substation. This property is owned by PG&E, specifically Assessor's Parcel Number 159-130-018 in Contra Costa County (Property).

PG&E has determined that this Lease Renewal does not interfere with our ability to provide safe and reliable utility service to our customers, and will not be adverse to the public interest.

**Background**

On July 25, 1985, PG&E and Tenant entered into a Lease Agreement (Original Lease Agreement) commencing on July 1, 1985, and ending on June 30, 2010, for the purpose of constructing an electrical substation and its related equipment, and, if necessary, access roads. See Attachment 2.

On November 13, 2009, PG&E extended the terms of the Original Agreement to expire on April 22, 2013 (Lease Extension Letter), shown as Attachment 3. After the Lease

Extension Letter expired, the Tenant has continued to occupy the property and has been in holdover status ever since.

The Lease Renewal that is the subject of this advice letter is to amend and restate the Current Expired Lease Agreement. As mentioned above, PG&E has determined that this Lease Renewal and Tenant's use of the Property does not interfere with our ability to provide safe and reliable utility service to our customers and is not adverse to the public interest.

### **Tribal Lands Policy**

As explained below, because this transaction is not the transfer of a fee interest in real property, the Tribal Lands Policy does not apply.

On December 5, 2019, the Commission adopted a policy titled, "Investor-Owned Utility Real Property – Land Disposition - First Right of Refusal for Disposition of Real Property Within the Ancestral Territories of California Native American Tribes" (Policy). The Policy directs investor-owned utilities to (1) notify the appropriate local Native American Tribes of any proposed dispositions of utility-owned real property that are subject to Section 851 and (2) to allow 90 days for the Tribes to respond as to their interest in purchasing the subject real property.

Resolution E-5076, effective January 14, 2021, adopted Guidelines to Implement the CPUC Tribal Land Policy (Guidelines). Section 1.3.d of the Guidelines states that "disposition" means the transfer, sale, donation, or disposition by any other means of a fee interest in real property. Therefore, the Lease Renewal subject to this Advice Letter is not covered by the Policy.

### **Other Information**

In accordance with General Order 173, Rule 4, PG&E provides the following information related to the proposed transaction:

#### **(a) Identity and Addresses of All Parties to the Proposed Transaction:**

Pacific Gas and Electric Company  
Steven Frank  
Law Department  
P.O. Box 7442  
San Francisco, CA 94120  
Phone: (415) 971-5091  
Facsimile: (415) 973-5520  
Email: Steven.Frank@pge.com

Tesoro Refining & Marketing Company LLC  
Steven Kammeyer  
Real Estate Department  
539 Main Street  
Findlay, OH 45840  
Phone: (419) 348-2375  
Email: skammeyer@marathonpetroleum.com

**(b) Complete Description of the Property Including Present Location, Condition and Use:**

The Property is located on Assessor's Parcel Number 159-130-018 in the City of Martinez and was granted to PG&E via Grant Deed, recorded on October 26, 1981, Document No. 1981-138745, Contra County Records. See Attachment 4 . The Property is currently used as an electric substation.

**(c) Intended Use of the Property:**

The Property will be used for the continued operation and maintenance of Tenant's electric substation.

**(d) Complete Description of Financial Terms of the Proposed Transaction:**

The annual rent will be \$9,981.96 and, on each Fifth Year Anniversary beginning October 1<sup>st</sup>, 2027, is subject to change based on the Consumer Price Index for October 2027 and October 2022.

**(e) Description of How Financial Proceeds of the Transaction Will Be Distributed:**

The financial proceeds generated from this transaction will be credited to Other Operating Revenue. The funds will be used to reduce the distribution revenue requirement, consistent with conventional cost-of-service ratemaking.

**(f) Statement on the Impact of the Transaction on Ratebase and Any Effect on the Ability of the Utility to Serve Customers and the Public:**

There is no impact to PG&E's ratebase nor will granting this Lease Renewal affect PG&E's ability to provide reliable service to its customers and the public at large.

**(g) The Original Cost, Present Book Value, and Present Fair Market Value for Sales of Real Property and Depreciable Assets, and a Detailed Description of How the Fair Market Value Was Determined (e.g., Appraisal):**

Not applicable.

**(h) The Fair Market Rental Value for Leases of Real Property, and a Detailed Description of How the Fair Market Rental Value Was Determined:**

The Fair Market Rental Rate was determined by first establishing an approximate value of the underlying fee property and then applying a reasonable rate of return. Based on comparable sales of heavy industrial land in this area, the subject land value appears to be worth roughly four dollars per square foot. The Lease area

is 1.44-acres. That computes to a total approximate fee land value of \$251,000. A recent appraisal of similar property for a different project revealed industrial land rental rates of 6-7%. By applying a 6% rental rate to the fee simple land value of the subject property (\$251,000) produces an annual rental rate of approximately \$15,000.

The historic annual rent under the Current Expired Lease Agreement is \$5,028.00. The annual rent of \$9,981.96 under the Lease Renewal reflects a reasonable increase over the historic amount and is within a reasonable range of the value that would be calculated using rental rates for similar property.

**(i) The Fair Market Value of the Easement or Right-of-Way, and a Detailed Description of How the Fair Market Value Was Determined:**

Not applicable.

**(j) A Complete Description of any Recent Past (Within the Prior Two Years) or Anticipated Future Transactions that May Appear to Be Related to the Present Transaction:**

Other than those described in the Background section above, there are no recent past or anticipated future transactions anticipated by PG&E or Tenant that are related to the present transaction.

**(k) Sufficient Information and Documentation (Including Environmental Information) to Show that All of Eligibility Criteria Set Forth in Rule 3 of General Order 173 are Satisfied:**

PG&E has provided information in this Advice Letter to satisfy the eligibility criteria under General Order 173 in that:

- The activity proposed in the transaction will not require environmental review by the CPUC as a Lead Agency;
- The transaction will not have an adverse effect on the public interest or on the ability of PG&E to provide safe and reliable service to its customers at reasonable rates;
- The transaction will not materially impact the ratebase of PG&E; and
- The transaction does not warrant a more comprehensive review that would be provided through a formal Section 851 application.

**(l) Additional Information to Assist in the Review of the Advice Letter:**

PG&E does not believe that any additional information is necessary for the review of this advice letter.

**(m) Environmental Information:**

Pursuant to General Order 173, the Advice Letter program applies to proposed transactions that will not require environmental review by the CPUC as a lead agency under the California Environmental Quality Act ("CEQA") either because: (a) a statutory or categorical exemption applies (the applicant must provide a Notice of Exemption from the Lead Agency or explain why an exemption applies), or (b) because the transaction is not a project under CEQA (the applicant must explain the reasons why it believes that the transaction is not a project), or (c) because another public agency, acting as the Lead Agency under CEQA, has completed environmental review of the project, and the Commission is required to perform environmental review of the project only as a Responsible Agency under CEQA.

For this advice letter, a categorical exemption applies. According to Section 15300 of the CEQA guidelines, this transaction is considered a "CLASS 1: Existing facility" project and is exempt from CEQA.

Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time. The types of "existing facilities" itemized below are not intended to be all-inclusive of the types of projects which might fall within Class 1. The key consideration is whether the project involves negligible or no expansion of an existing use.

**Protests**

Anyone wishing to protest this submittal may do so by letter sent electronically via E-mail, no later than November 7, 2022, which is 20 days after the date of this submittal. Protests must be submitted to:

CPUC Energy Division  
ED Tariff Unit  
E-mail: EDTariffUnit@cpuc.ca.gov

The protest shall also be electronically sent to PG&E via E-mail at the address shown below on the same date it is electronically delivered to the Commission:

Sidney Bob Dietz II  
Director, Regulatory Relations  
c/o Megan Lawson  
E-mail: PGETariffs@pge.com

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall contain the following



\*\*\*\*\* SERVICE LIST for Advice 6741-E \*\*\*\*\*  
APPENDIX A

Jonathan Reiger  
Legal Division  
505 Van Ness Avenue1  
San Francisco, CA 94102  
(415) 355-5596  
jzr@cpuc.ca.gov

Mary Jo Borak  
Energy Division  
505 Van Ness Avenue  
San Francisco, CA 94102  
(415) 703-1333  
bor@cpuc.ca.gov

Robert (Mark) Pocta  
Public Advocates Office  
505 Van Ness Avenue  
San Francisco, CA 94102  
(415) 703- 2871  
robert.pocta@cpuc.ca.gov

Andrew Barnsdale  
Energy Division  
505 Van Ness Avenue  
San Francisco, CA 94102  
(415) 703-3221  
bca@cpuc.ca.gov

\*\*\*\*\*AGENCIES\*\*\*\*\*

Contra Costa County Clerk Recorder  
555 Escobar Street  
Martinez, CA 94553  
Phone: (925)335-7900  
Email: crwebmaster@cr.cccounty.us

\*\*\*\*\*3rd Parties\*\*\*\*\*

Tesoro Refining & Marketing Company LLC  
Steven Kammeyer  
Real Estate Department  
539 Main Street  
Findlay, OH 45840  
Phone: (419) 348-23751  
Email: skammeyer@marathonpetroleum.com

Brian Fisher  
550 Solano Way  
Martinez, CA 94553  
Office Phone: (925) 313-0800 (Ext 201)  
Cell Phone: (925) 998-0835  
Email: BDFisher@marathonpetroleum.com



# ADVICE LETTER SUMMARY

## ENERGY UTILITY



MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.: Pacific Gas and Electric Company (ID U39 E)

Utility type:

- ELC       GAS       WATER  
 PLC       HEAT

Contact Person: Kimberly Loo

Phone #: (415)973-4587

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: KELM@pge.com

EXPLANATION OF UTILITY TYPE

ELC = Electric      GAS = Gas      WATER = Water  
 PLC = Pipeline      HEAT = Heat

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 6741-E

Tier Designation: 2

Subject of AL: Tidewater Substation Lease Renewal – Request for approval Under Public Utilities Code Section 851, Pursuant to General Order 173

Keywords (choose from CPUC listing): Section 851

AL Type:  Monthly  Quarterly  Annual  One-Time  Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #:

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

Summarize differences between the AL and the prior withdrawn or rejected AL:

Confidential treatment requested?  Yes  No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required?  Yes  No

Requested effective date: 11/17/22

No. of tariff sheets: 0

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: N/A

Service affected and changes proposed<sup>1</sup>: N/A

Pending advice letters that revise the same tariff sheets: N/A

<sup>1</sup>Discuss in AL if more space is needed.

**Protests and correspondence regarding this AL are to be sent via email and are due no later than 20 days after the date of this submittal, unless otherwise authorized by the Commission, and shall be sent to:**

California Public Utilities Commission  
Energy Division Tariff Unit Email:  
[EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov)

Contact Name: Sidnev Bob Dietz II. c/o Megan Lawson  
Title: Director, Regulatory Relations  
Utility/Entity Name: Pacific Gas and Electric Company  
  
Telephone (xxx) xxx-xxxx:  
Facsimile (xxx) xxx-xxxx:  
Email: PGETariffs@pge.com

Contact Name:  
Title:  
Utility/Entity Name:  
  
Telephone (xxx) xxx-xxxx:  
Facsimile (xxx) xxx-xxxx:  
Email:

CPUC  
Energy Division Tariff Unit  
505 Van Ness Avenue  
San Francisco, CA 94102

Clear Form

Advice 6741-E  
October 18, 2022

# **Attachment 1**

**Lease Renewal**

**AMENDED AND RESTATED LEASE**

TIDEWATER SUBSTATION MARTINEZ, CALIFORNIA

BETWEEN

PACIFIC GAS AND ELECTRIC COMPANY,

a California corporation

as Landlord

and

TESORO REFINING & MARKETING COMPANY LLC,

a Delaware limited liability company

as Tenant

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
Section 1. Definitions.....	9
Section 2. Term; Termination.....	10
Section 3. CPUC Approval .....	11
Section 4. Rent .....	11
Section 5. Use .....	12
Section 6. Compliance with Legal Requirements .....	14
Section 7. Hazardous Materials.....	15
Section 8. Maintenance; Security; Utilities .....	16
Section 9. Alterations .....	17
Section 10. Liens.....	18
Section 11. Destruction or Damage.....	19
Section 12. Insurance .....	19
Section 13. Indemnification; Release .....	21
Section 14. Assignment or Subletting.....	23
Section 15. Rights Reserved to Landlord .....	24
Section 16. Events of Default.....	24
Section 17. Remedies for Default .....	25
Section 18. Landlord's Right to Cure Default.....	25
Section 19. Attorneys' Fees .....	25
Section 20. Sale.....	26
Section 21. Estoppel Certificates and Rights of Mortgagees .....	26
Section 22. Surrender.....	26
Section 23. Holdover .....	27

Section 24. Waiver..... 27

Section 25. Notices ..... 27

Section 26. Complete Agreement ..... 28

Section 27. Limitation of Liability ..... 28

Section 28. Broker..... 28

Section 29. Quiet Possession..... 28

Section 30. Miscellaneous..... 28

Section 31. Exhibits ..... 29

SUMMARY OF LEASE TERMS

Amended and Restated Lease, Tidewater Substation Martinez, California

- A. Date: October 1, 2022
- B. Landlord: Pacific Gas and Electric Company, a California corporation
- C. Landlord's address for notices [Section 25]:

If to Landlord by standard U.S. mail or by registered or certified mail, return receipt requested:

Pacific Gas and Electric Company  
Land Management Department  
ATTN: Lease/License Land Agent  
1850 Gateway Blvd 7<sup>th</sup> Floor  
Concord, CA 94520  
Phone: (925) 459 – 8059

With a copy to:

Law Department  
Pacific Gas and Electric Company  
P.O. Box 7442  
San Francisco, CA 94120  
Attn: Managing Counsel, Environmental and Real Estate  
Telephone: (415) 973-7503

If to Landlord by personal delivery or overnight courier:

Pacific Gas and Electric Company  
Land Management Department  
ATTN: Lease/License Land Agent  
1850 Gateway Blvd 7<sup>th</sup> Floor  
Concord, CA 94520  
Phone: (925) 459 – 8059

With a copy to:

Law Department  
Pacific Gas and Electric Company  
P.O. Box 7442  
San Francisco, CA 94120  
Attn: Managing Counsel, Environmental and Real Estate  
Telephone: (415) 973-7503

D. Landlord's address for payments [Section 4]:

Pacific Gas and Electric Company  
Land Management Department  
ATTN: Lease/License Land Agent  
1850 Gateway Blvd 7<sup>th</sup> Floor  
Concord, CA 94520  
Phone: (925) 459 – 8059

E. Tenant's address for notices:

Tesoro Refining & Marketing Company LLC, a  
Delaware limited liability company  
c/o Real Estate Department  
539 S. Main Street  
Findlay, OH 45840

With a copy to:

Brian Fisher  
550 Solano Way  
Martinez, CA 94553  
Office Phone: (925) 313-0800 (Ext 201)  
Cell Phone: (925) 998-0835  
Fax: (925) 313-0814  
Email: BDFisher@marathonpetroleum.com

F. Description of Premises [Section 1 (f)]:

A portion of the land known as Tidewater Substation located in the City of Martinez, County of Contra Costa, California, described as follows:

The area shown outlined in Exhibit A attached hereto and made a part hereof, containing approximately 1.44 acres, together with access thereto over the adjacent lands of Landlord, and the right to construct, reconstruct and maintain electric transmission lines on Landlord's Property, outlined in Exhibit A.

Subject to Section 1 (f) below, excepting therefrom and reserving to Landlord, any and all aqueducts, electric lines, communication lines, pipelines and other installations on the Premises used by Landlord in the conduct of its business and the right to reconstruct,

maintain, and use the same, together with access thereto over and across the Premises.

G. Description of Landlord’s Property [Section 1 (g)]:

A portion of the land known as Tidewater Substation (SBE # 135-07-119-1, 135-07-119-2, 135-07-119-3, APN # 159-130-018, LD 2402-02-1722), located in the City of Martinez, County of Contra Costa, California, consisting of approximately 4.85 acres, as shown on the Exhibit B, attached hereto and made a party hereof.

H. Term [Section 2]: Twenty (20) Years

I. Commencement Date: January 1, 2023

J. Rent Commencement Date: January 1, 2023

K. Expiration Date: December 31, 2043

L. Annual Rent [Section 4(a)]: \$9,981.96 per year, due and payable on the Commencement Date and each October 1st after the Commencement Date, subject to adjustment as provided in Section 4(d) below.

M. Tenant’s Permitted Use [Section 5]:

Construction, operation, repair, replacement and maintenance of an electrical substation and related facilities, including access thereto over Landlord’s Property. In addition, Tenant shall have the right to reconstruct and maintain electric transmission lines on Landlord’s Property.

N. CPUC Approval [Section 3]:

CPUC Decision \_\_\_\_\_

Application No. \_\_\_\_\_

O. EXHIBITS [Section 31]:

EXHIBIT A – Map of Premises

EXHIBIT B – Map of Landlord’s Property

The provisions of this Lease identified above in the brackets are those provisions where references to particular Lease terms appear. Each reference shall incorporate the applicable Lease Terms. In the event of any conflict between the Summary of Lease Terms and this Lease, the latter shall control.

*[The remainder of this page is intentionally left blank]*

## LEASE

THIS LEASE (this "**Lease**") is made and entered into as of the date set forth in the Summary of Lease Terms, effective upon the full execution and delivery of this Lease (the "**Effective Date**") by and between Landlord and Tenant, as identified in the Summary of Lease Terms.

## WHEREAS

A. Landlord and Foster Wheeler Martinez, Inc., a Delaware limited liability corporation ("**FWM**"), entered into that certain Lease of Lands Dated June 28, 1985 (the "**Original Lease**") for the lease of the Premises (as described in Section 1 (f) below), a Memorandum of Lease which was recorded on July 26, 1985 as Instrument No. 85-98726 in the Official Records of Contra Costa County, California ("**Official Records**").

B. FWM and Martinez Cogen Limited Partnership, a Delaware limited partnership ("**MCLP**"), entered in that certain Memorandum of Sublease recorded on November 22, 1989 as Instrument No. 89-236784 in the Official Records of Contra Costa County. FWM subleased to MCLP, and MCLP subleased from FWM the Premises, and upon said Premises MCLP constructed an electric substation ("**MCLP Sublease**").

C. On November 13, 2009, Landlord acknowledged FWM's request to extend the lease agreement that was set to expire on June 30, 2010, to be on a month-to-month basis until April 22, 2013, by that certain letter agreement by and between Landlord and FWM ("**Lease Extension**").

D. On December 10, 2021, Amec Foster Wheeler Martinez, Inc., a Delaware corporation formerly known as FWM, granted to the Tenant, the parcels of land described and designated Parcel One, Parcel 2, Sub-Parcel A, and Sub-Parcel B, by Grant Deed dated December 10, 2021 and recorded as Document No. 2021-0335881, Contra Costa County Records.

E. Tenant desires to continue to lease the Premises, and Landlord is willing to continue to lease to Tenant in connection with Tenant's use of the Premises as an electrical substation, subject to the terms and conditions set forth herein.

NOW, THEREFORE, Landlord hereby leases to Tenant, and Tenant hires from Landlord, the Premises for the term and subject to the terms, covenants, agreements, and conditions hereinafter set forth, each and all of which Tenant and Landlord hereby mutually agree.

Section 1. Definitions. The following terms shall have the meanings herein specified:

(a) Alterations. All alterations, additions or improvements to or of the Premises, the Improvements or any part of either the Premises or the Improvements.

(b) Hazardous Materials. The term “**Hazardous Materials**” means (i) petroleum or petroleum products, natural or synthetic gas and asbestos in any form, urea formaldehyde foam insulation, radon gas, polychlorinated biphenyls (PCB’s), electromagnetic fields (EMF’s), special nuclear or byproduct material, lead based paint and other lead contamination; (ii) any substances defined as or included in the definition of “hazardous substances”, “hazardous wastes”, “hazardous materials”, “extremely hazardous wastes”, “restricted hazardous wastes”, “toxic substances”, “toxic pollutants”, “contaminants”, or “pollutants”, or words of similar import under any applicable federal, state or local statute, law, rule, regulation, ordinance, code, policy or rule of common law now or hereafter in effect and in each case as amended, and any judicial or administrative interpretation thereof, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§9601 et seq. (“CERCLA”); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 et seq.; the Clean Air Act, 42 U.S.C. §§7401 et seq.; the Clean Water Act, 33 U.S.C. §§1251 et seq.; the Toxic Substance Control Act, 15 U.S.C. §§2601 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§136 et seq.; the Atomic Energy Act of 1954, 42 U.S.C. §§2014 et seq.; the Nuclear Waste Policy Act of 1982, 42 U.S.C. §§10101 et seq.; the California Hazardous Waste Control Law, Cal. Health and Safety Code §§25100 et seq.; the Porter-Cologne Water Quality Control Act, Cal. Water Code §§13000 et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code §§25300 et seq.); the Medical Waste Management Act (Health and Safety Code §§25015 et seq.); and all the rules and regulations of the United States or California Environmental Protection Agency or any successor agency, or any other state or federal department, board or agency, or any other agency or governmental board or entity having jurisdiction, as any of the foregoing have been, or are hereafter amended from time to time; and (iii) any other substance the exposure of which is regulated by any governmental authority.

(c) Hazardous Materials Laws. The term “**Hazardous Materials Laws**” means all Legal Requirements relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, presence, licensing, permitting, investigation, remediation, release, disposal or transportation of any Hazardous Materials, as defined above.

(d) Improvements. The term “**Improvements**” shall mean all currently existing buildings, machinery, equipment, fixtures, facilities, personal Property, structures, utilities of every kind and description which is or may be erected on, above or below the Premises, including but not limited to all interconnections and fixtures and all other improvements owned by Tenant of MCLP located, in, on or about the Premises pursuant to the Lease.

(e) Legal Requirements. The term “**Legal Requirements**” shall mean all laws, statutes, ordinances, rules, regulations, requirements or orders of municipal, state, and federal authorities now in force of that may later be in force, including, but not limited to, all provisions of the Americans With Disabilities Act of 1990 (Title 24 of the California Administrative Code), the Subdivision Map Act (California Government Code Sections 66410 et seq.), and all Hazardous Materials Laws, the requirements of any board of fire underwriters or other similar body now or in the future constituted, any occupancy certificate issue by public officers, and any recorded covenants, conditions and restrictions applicable to the Premises.

(f) Premises. The term “**Premises**” shall mean the land described in the Summary of Lease Terms and outline shown on the map attached hereto as Exhibit A.

(g) Property. The term “**Property**” shall mean the real Property owned by Landlord as described in the Summary of Lease Terms together with all easements and rights appurtenant thereto, outline shown on the map hereto as Exhibit B.

(h) Tenant Parties. The term “**Tenant Parties**” shall mean Tenant and its employees, agents, contractors, licensees, invitees and visitors.

## Section 2. Term; Termination.

(a) Tenant is in possession of the Premises on a holdover basis under the Original Lease, with Landlord’s consent, on the same terms and conditions that were in effect as of the last year of the term. The original lease shall be replaced as of the Commencement Date of this Lease and Tenant shall continue in possession under the terms of this lease, which entirely replaces and supersedes the Original Lease. Tenant constructed the Improvements on the Premises in 1985, and Tenant has indicated that the Improvements were built in compliance with permits issued by the City of Martinez at that time. Tenant is thoroughly familiar with the current condition of the Premises and Tenant agrees to accept the Premises in their existing “as-is” condition on the date hereof, without any representations or warranties of any kind, express or implied, with respect to the condition of the Premises, and with no obligation on the part thereof, or to construct or install any improvements or perform any work therein. Tenant acknowledges that there may be Hazardous Materials, fuel or chemical storage tanks, electric and magnetic fields or other substances, materials, products, or conditions, in, on, under or about the Premises that may be hazardous. Tenant shall use the Premises at its sole risk and expense. Tenants’ continued occupation of the Premises shall conclusively evidence its agreement that the Premises are in the condition required hereunder.

(b) Landlord may terminate this lease as to the entire Premises or as to any portion thereof, if Landlord, in its reasonable judgment, finds it necessary to obtain the Premises, or a portion thereof, in order to use the Premises for utility purposes, upon ninety (90) days written notice to Tenant; provided, however, if this lease terminates as to the entire Premises or as to any portion thereof exceeding thirty percent (30%) of the square footage of the Premises, such written

notice shall be no less than twenty-four (24) months. If Landlord terminates this lease as to the entire Premises pursuant to this section, Tenant shall be entitled to a refund of any rent allocable to the period after the date that Tenant vacates the Premises. If Landlord terminates this lease as to a portion of the Premises, the rent shall be equitably reduced by Landlord as Landlord deems reasonable considering the impact, if any, on Tenant's business. Tenant waives any relocation assistance pursuant to section 7260 et seq. of the government code or the uniform relocation assistance and real Property acquisition policies act, 42 U.S.C. §§ 4601 et seq., or under any similar law, statute or ordinance now or hereafter in effect. Tenant shall surrender possession of the Premises, or portion thereof, no later than ninety (90) days (or twenty-four (24) months, as applicable) after Tenant's receipt of the termination notice. If Landlord so terminates, Tenant shall surrender possession of the Premises, or portion thereof, in the condition required by section 22 of this Lease. (Tenant to initial here \_\_\_\_\_).

Section 3. CPUC Approval. This lease has been approved by, and continues to be under the jurisdiction of, the California Public Utilities Commission ("CPUC"), and this Lease is made subject to all the provisions of such approval, as identified in the Summary of Lease Terms, as more particularly set forth in like manner as though said provisions were set forth in full herein.

Section 4. Rent

(a) Tenant agrees to pay to Landlord as "Annual Rent" for the Premises the sum specified in the Summary of Lease Terms. Annual Rent shall be paid in advance in equal annual installments on the first day of each June, beginning on the Rent Commencement Date. All charges and other amounts of any kind payable by Tenant to Landlord pursuant to this Lease, other than the Annual Rent, shall be deemed additional rent hereunder ("Additional Rent"). Landlord shall have the same remedies for default in the payment of Additional Rent as for default in the payment of Annual Rent, and the term "Rent" shall include Annual Rent and Additional Rent.

(b) Except as otherwise provided herein, rent shall be paid to Landlord, without deduction, recoupment, offset or counterclaim, in lawful money of the United States of America, at Landlord's address for payment set forth in the Summary of Lease Terms to such other person or at such other place as Landlord may from time to time designate in writing.

(c) In addition to all other sums to be paid by Tenant hereunder, Tenant shall pay, before delinquency, any and all special assessments, fees or taxes on the Improvements, Alterations, equipment, furniture, fixtures, merchandise, and other personal Property located at or in the Premises, or which may be imposed due to Tenant's use or occupancy of the Premises. Tenant, however, shall have the right to contest such assessments, taxes, or fees. If Landlord is assessed for any of the aforementioned assessments, fees or taxes as part of Landlord's real property tax bill or otherwise (except any penalties or interest resulting from Landlord's negligence in omitting to pay any such taxes or assessments), Landlord shall have the right, but not the obligation, to pay such taxes, and in that event, Tenant shall reimburse Landlord for the portion of

such expense attributable to the Improvements, Alterations, equipment, furniture, fixtures, merchandise, and other personal Property within thirty (30) days of receipt of an invoice therefor.

(d) Adjustment to Annual Rent

(1) On October 1, 2027 (the "**Adjustment date**"), the Annual Rent shall be adjusted by multiplying the Annual Rent Amount by a fraction, the numerator of which shall be the CPI (as defined hereafter) for the month of October 2027, and the denominator of which shall be the CPI for the month of October 2022. The sum so calculated shall constitute the new Annual Rent hereunder; provided, however, in no event shall such new Annual Rent be less than a two percent increase or more than a five percent increase. The Annual Rent shall continue to adjust every fifth-year anniversary by the percentage change in the CPI. The term "**CPI**" means the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index (All Urban Consumers, All Items, 1967=100) for San Francisco/Oakland/Hayward, California.

(2) If the CPI is not published for the specified month, the CPI for the next succeeding month shall be substituted and the Annual Rent shall be otherwise be computed in accordance with Section 4(d)(1) above.

(3) If the compilation and/or publication of the CPI shall be transferred to any other governmental department or bureau or agency or shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation. If the parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said Association and the decision of the arbitrators shall be binding upon the Landlord and Tenant. The cost of said arbitration shall be paid equally by Landlord and Tenant.

(e) Tenant acknowledges that late payment of Rent will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs (other than interest and attorneys' fees and costs) being extremely difficult and impractical to fix. Such costs include, without limitation, processing and accounting charges and costs of collection. Therefore, any installment of Rent is not received by Landlord within thirty (30) days after its due date, Tenant shall pay a late charge equal to ten percent (10%) of the amount of Rent due ("**Late Fee**") to Landlord, which sum shall constitute liquidated damages for such late payment, in lieu of actual damages (other than interest and attorneys' fees and costs, which shall be payable by Tenant in accordance with the provisions of this Lease) which Landlord may suffer on account of such default. The parties agree that the amount set forth as the Late Fee represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant. Acceptance of any liquidated damages shall not constitute a waiver of Tenant's default with respect to the overdue amount or prevent Landlord from exercising any of the rights and remedies available to Landlord under this Lease or by law. Such liquidated damages shall constitute Additional Rent hereunder

and shall be payable in addition to any attorneys' fees and costs which may be payable under this Lease.

Section 5. Use.

(a) Tenant acknowledges and agrees that the primary use of the Property is and has been for the operation of electric substations. Landlord shall have the right in Landlord's sole judgment to take all actions necessary or appropriate in conjunction with Landlord's use of the Property for generation of electric power, regardless of the presence of Improvements or occupancy of the area affected, and in such event Landlord will not be liable to Tenant for any amount whatsoever with respect to any personal injury or damage to the Improvements, Alterations, Equipment, fixtures, and other personal property which may be located on the Premises, except if said injury or damage is the result of the negligence or willful misconduct of Landlord.

(b) The Premises shall be for Tenant's Permitted Use as set forth in the Summary of Lease Terms, and for no other purpose without Landlord's written consent, which such consent may be granted or withheld in Landlord's sole and absolute discretion. Tenant acknowledges that Landlord has made no representation to Tenant regarding the fitness or suitability of the Premises for Tenant's Permitted Use. Tenant shall use the Premises at its sole risk and expense.

(c) Intentionally Omitted.

(d) Tenant, and the Tenant Parties, shall not do or permit to be done in, on, onto or about the Property, nor bring into or keep in or permit to be brought into or kept therein, anything which is prohibited by or will in any way conflict with any Legal Requirements now in force or which may hereafter be enacted or promulgated, or will in any way increase the existing rate of or affect any fire or other insurance, or cause a cancellation of any insurance policy covering the Property. Tenant shall promptly remove rubbish, debris and waste from the Premises at Tenant's sole expense. Tenant shall not burn any debris outside of a furnace or fireplace constructed for that purpose within a building, or in an existing fire ring or campfire pit, and shall otherwise take precautions to prevent and suppress fires on the Premises. Tenant shall not commit or suffer to be committed any waste in, on, or about the Premises, nor shall Tenant cause or permit objectionable noises or odors to emanate from the Premises, or cause, maintain or permit in, on or about the Premises any nuisance or other act or condition which may in any way injure or annoy, disturb the quiet enjoyment of, or obstruct or interfere with the rights of, any occupant of the surrounding area or the Property, nor shall Tenant use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, as determined by Landlord in good faith.

(e) Except as provided herein, Tenant and the Tenant Parties shall not in any way interfere or permit any interference with Landlord's use of its Property. Interference shall include, but not be limited to, any activity by Tenant that places any of Landlord's gas or electric facilities in violation of any of the provisions of General Order Nos. 95 (Overhead Electric), 112E (Gas), or 128 (Underground Electric) of the CPUC or any other applicable provisions or the laws and regulations of the State of California or other governmental agencies (whether federal or state).

Tenant shall not erect, handle, or operate any tools, machinery, apparatus, equipment, or materials closer to any of Landlord's high-voltage electric conductors than the minimum clearances set forth in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety, which minimum clearances are incorporated herein by reference, but in no event closer than ten (10) feet to any energized electric conductors or appliances. Tenant shall not drill, bore, or excavate without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

(f) Tenant shall not install any signs without the prior written approval of Landlord, including approval of complete plans and specifications for each such sign. Tenant acknowledges that Landlord's approval may be given or withheld in Landlord's sole and absolute discretion, Tenant shall not install or erect any flashing or blinking illuminated signs, neon signs or signs constructed from any non-durable material. All signs must be in compliance with all Legal Requirements.

(g) If Landlord determines that Tenant's activities in any way endanger, or reasonably could be anticipated to endanger, the Property, utility facilities, the environment, or the health or safety of any person or persons, after 30 days prior written notice from Landlord to Tenant (except in the event of an emergency when no notice shall be necessary) Landlord may, at Landlord's sole discretion, request that Tenant temporarily halt Tenant's use and activities until proper and appropriate protective measures may be taken to eliminate such endangerment. Landlord's right to halt activities shall not in any way affect or alter Tenant's obligations under this Lease, nor shall it release Tenant from any of its obligations hereunder that pertain to health, safety, or the protection of the environment. In addition to Tenant's right to construct, operate, repair, replace and maintain an electrical substation and related facilities on the Premises, including access thereto on or over Landlord's Property, Tenant shall have the right to reconstruct and maintain electric transmission lines on Landlord's adjacent Property as shown upon Exhibit A and designated as "**Transmission Line Crossing**".

#### Section 6. Compliance with Legal Requirements

(a) Tenant, at its sole cost and expense, shall promptly comply, and cause the Tenant Parties to promptly comply, with all Legal Requirements, regardless of when they become effective, insofar as they relate to the subdivision, condition, use or occupancy of the Premises. Tenant, and the Tenant Parties, shall not do or permit to be done in, on, onto or about the Property, nor bring into or keep in or permit to be brought into or kept therein anything which is prohibited by or will in any way conflict with any Legal Requirements now in force or which may hereafter be enacted or promulgated, or cause a cancellation of any insurance policy covering the Property. Tenant shall obtain and maintain, at no cost to Landlord, all permits, approvals and authorizations from all local, state, and federal governmental or permitting authorities and shall provide all notifications to all such authorities as required for Tenant's Permitted Use, the improvements or any Alterations. Prior to submission to any governmental entity or agency, Tenant shall submit all applications to Landlord for Landlord's review and written consent, which consent may be

withheld at Landlord's sole and absolute discretion. Thereafter, Tenant shall also obtain Landlord's written consent, which consent may be withheld at Landlord's sole and absolute discretion, to any conditions imposed by any governmental entity related thereto. Tenant hereby represents and warrants that the Improvements as of the date of this Lease comply with all Legal Requirements.

(b) Notwithstanding anything to the contrary set forth in Section 6(a) above, without Landlord's prior written consent, Tenant shall not seek any change or amendment related to subdivisions or zoning. Tenant shall not attempt to record any document against the Property, including, but not limited to, any parcel map, without Landlord's prior written consent. Tenant shall not obtain or apply for any zoning variance. Landlord makes no representation regarding compliance with any and all subdivision laws.

(c) If any local, state or federal governmental entity, agency or regulatory authority requires Landlord to construct or install certain improvements in connection with Tenant's use of the Property or to bring the Property into compliance with Legal Requirements (including, without limitation, the Subdivision Map Act), including, but not limited to, roads, grading, erosion control, sewage systems, landscaping, utilities or street lights, either to comply with Legal Requirements or as a condition to the issuance of any lot line adjustment, parcel map, land use entitlements, permits, approvals or authorizations in relation to the Property, Tenant shall reimburse Landlord for the reasonable costs of such improvements, or for assessments related thereto, in an amount reasonably determined by Landlord. However, upon receipt of such agency requirements, Landlord shall provide Tenant with notice and Tenant may elect to change its use or proposed plans to avoid or eliminate any such additional costs. If such costs cannot be avoided, Tenant shall pay such reimbursement to Landlord within thirty (30) days of receipt of an invoice therefor.

(d) If as a result of Tenant's acts, the construction or installation of the Improvements or Alterations by or for Tenant, the division of the Property to lease the Premises to Tenant, or the particular character of Tenant's use or the Premises, Landlord shall be required to comply with any Legal Requirements or pay any survey fees, costs, fees (including, without limitation, any fee to file a request for a Certificate of Compliance or other documents in order to comply with the Subdivision Map Act) or penalties related to any permit, authority or other governmental approval, Landlord shall send to Tenant an estimate of any and all costs associated with Landlord's compliance with Legal Requirements in connection therewith. Upon receipt of such estimate Tenant may elect to change its use or proposed plans to avoid or eliminate any such additional costs. If such costs cannot be avoided, Tenant shall pay such estimate, as Additional Rent, within ten (10) days of receipt of such estimate. At such time as Landlord determines the actual cost incurred by Landlord for such compliance, Landlord will send a statement to Tenant. If the cost exceeds the estimate, Tenant shall pay such additional cost within (30) days of receipt of the statement, and if the estimate exceeds the cost, Landlord shall refund such excess to Tenant.

Section 7. Hazardous Materials

(a) Tenant, at its expense shall comply with all Hazardous Materials Laws which impose any obligation on Tenant with respect to the Premises or the use or occupation thereof, including, without limitation, any obligation to post so-called "Proposition 65" notices or similar disclosures of the existence of Hazardous Materials in or about the Premises which may be required by the circumstances of Tenant's business. Except as specifically set forth on Exhibit C attached hereto, Tenant shall not cause or permit any Hazardous Materials to be brought upon, kept, used, released, discharged or disposed of in or about the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Notwithstanding the foregoing, Tenant may store or use on the Premises (i) Hazardous Materials authorized in writing by Landlord, such permission to be at Landlord's sole and absolute discretion and subject to whatever conditions Landlord may impose, and (ii) the minimum quantities of cleaning products, or the gasoline, diesel or other fuel contained within the gas tanks of automobiles on the Premises. Tenant shall maintain Material Safety and Data Sheets (and supply copies thereof to Landlord as requested) for each and every Hazardous Materials brought into the Premises. The disposal of hazardous Materials shall be in approved containers which shall be removed from the Premises only by duly licensed carriers. Any removal, manifesting, transport or disposal of Hazardous Materials shall be conducted pursuant to an EPA generator number or other appropriate license obtained by Tenant or its authorized agents.

(b) If any clean-up, remedial removal or restoration work is required by any federal, state or local governmental agency or political subdivision ("Governmental Agency") because of the presence of Hazardous Materials in or about the Premises, then Tenant shall, at its sole cost, promptly take any and all action necessary to perform such clean-up, remedial removal or restoration in compliance with all Hazardous Materials Laws to the extent caused or permitted by Tenant or any of the Tenant Parties. The disposal of Hazardous Materials shall be in approved containers which shall be removed from the Premises only by duly licensed carriers. Any removal, manifesting, transport or disposal of Hazardous Materials shall be conducted pursuant to an EPA generator number or other appropriate license obtained by Tenant or its authorized agents. Tenant shall deliver promptly to Landlord a copy of any notice regarding the Premises received by Tenant from any person, including any Governmental Agency, relating to, or asserting a violation of any Hazardous Materials laws or a claim arising under or relating to any Hazardous Materials Laws.

(c) If Landlord has good cause to believe that the Premises have or may have become contaminated by Hazardous Material permitted by Tenant or any of the Tenant Parties, Landlord may cause tests to be performed, including tests of the air, soil and ground water to detect the presence of Hazardous Materials and may elect to perform any clean-up, remedial removal or restoration work. The cost of such tests, clean-up, remedial removal or restoration work shall be paid by Tenant upon demand as Additional Rent.

(d) Tenant acknowledges that there may be Hazardous Materials or other substances, materials, products, or conditions, in, on, under or about the Premises that may be hazardous. Tenant also acknowledges that Landlord's adjoining substation and other facilities emit

high levels of noise, and Landlord shall not be required to reduce or otherwise diminish said noise level in any manner whatsoever.

(e) Tenant acknowledges that there are existing buried transite electrical conduits on the Property and that said conduits contain asbestos, a hazardous material known to the State or California to cause cancer. Tenant agrees that to the extent that it comes in contact with the transite electrical conduit it will do so in a manner that fully complies with all Hazardous Materials Laws.

(f) The rights and obligations of the parties under this Section 7 shall survive the expiration or termination of this Lease and/or Tenant's leasehold estate hereunder.

#### Section 8. Maintenance; Security; Utilities

(a) Maintenance. Tenant shall maintain the Improvements and Alterations, including, without limitation, all buildings, structures, utilities, drainage and sewage lines, and all other improvements on the Premises in reasonably good order and condition to the satisfaction of Landlord, and Landlord shall have no obligation whatsoever to maintain the Property, the Premises or any part thereof. Subject to Landlord's reserved rights as set forth in Section 15 below, Tenant shall remove trees which exist in a deteriorated or hazardous condition, flammable brush, undergrowth and other vegetative debris, and shall provide notice to Landlord of such maintenance activities at least three (3) business days prior to performing such activities.

(b) Security. Tenant shall be responsible for the safety and security of Tenant's agents, employees, contractors, licensees, invitees, visitors or other persons or Property in, upon or about the Premises. Landlord does not assume any responsibility for the security of the Premises.

(c) Utilities. Landlord shall have no obligation, as Landlord hereunder, to provide the Premises with electricity, heat, air conditioning, ventilation, sewer, water or other utility services whatsoever. Tenant agrees to abide by any reasonable requirement that Landlord may prescribe for the proper functioning and protection of utility and other systems.

(d) Landlord has no obligation, as Landlord hereunder, to provide any services to the Premises, and Landlord shall not be liable for any damages directly or indirectly resulting from, nor shall Tenant be entitled to any reduction or abatement of Rent, should there be a failure or interruption in services, including, without limitation, utility service.

(e) Landlord Executing as Property Owner Not as Utility Provider. Tenant acknowledges that Landlord is executing this Lease in its capacity as the owner of the Premises, and not in its capacity as a public utility company or provider of electricity and natural gas. Notwithstanding anything to the contrary contained herein, no act or omission of Pacific Gas and Electric Company or its employees, agents or contractors as a provider of electricity and natural gas shall abrogate, diminish, or otherwise affect the respective rights, obligations and liabilities of

Tenant and Landlord under this Lease. Further, Tenant covenants not to raise as a defense to its obligations under this Lease or assert as a counterclaim or crossclaim in any litigation or arbitration between Tenant and Landlord relating to this Lease, any claim, loss, damage, cause or action, liability, cost or expense (including, without limitation, attorneys' fees) arising from or in connection with Pacific Gas and Electric Company's provision (or failure to provide) electricity and natural gas.

Section 9. Alterations

(a) Except as provided in Section 5 hereof, Tenant will not make or allow to be made any Alterations without in each instance first obtaining Landlord's written consent to such Alterations, however, Tenant may perform maintenance, repairs, remodeling, replacements or upgrades to the existing Improvements or Alterations. When requesting Landlord's consent, Tenant shall furnish complete plans and specifications for the proposed Alterations. Tenant acknowledges and agrees that Landlord has no obligation to be reasonable in connection with its granting or withholding such approval, and Tenant agrees that Landlord's approval may be withheld in Landlord's sole and absolute discretion for no reason or for any reason (including, among others, that the proposed Alterations, in the opinion of Landlord, are inconsistent or incompatible with the scenic character of the area or are of a nature that CPUC approval would be required). Tenant acknowledges that Landlord's approval of any proposed Alterations, if given, may be made contingent upon Tenant's satisfaction or additional terms, covenants and conditions which Landlord may prescribe or impose without regard to whether such conditions are reasonable.

(b) Landlord may consult with engineers or other professionals to the extent Landlord deems necessary in connection with Landlord's review of Tenant's plans and specifications, and Tenant shall reimburse Landlord for Landlord's reasonable standard administrative charges for such review and any costs incurred in connection with such consultations within ten (10) days after demand, as Additional Rent. Tenant acknowledges and agrees that Landlord's sole interest in reviewing and approving Tenant's plans and specifications is to protect Landlord's interests, and that such review and approval by Landlord shall not be deemed to create any liability of any kind on the part of Landlord, or to constitute a representation on the part of Landlord that such plans and specifications are correct or accurate or comply with any applicable Legal Requirements.

(c) All work of constructing or installing Alterations shall be performed diligently, in a good and workmanlike manner, at Tenant's sole cost and expense, in accordance with plans and specifications previously approved in writing by Landlord. All Alterations shall comply with all applicable Legal Requirements. Tenant shall provide Landlord with at least fifteen (15) days prior written notice before commencing any construction of Alterations to allow Landlord to post appropriate notices of non-responsibility. Prior to the commencement of construction of any Alterations by Tenant or Tenant's contractor, Tenant shall (i) deliver to Landlord the building permit, (ii) furnish to Landlord satisfactory evidence of such types of insurance, in such forms, with such companies, for such periods and in such amounts as Landlord reasonably may require, and (iii) upon request, furnish to Landlord satisfactory evidence of such

payment and performance and/or completion bonds as Landlord reasonably considers necessary with respect to construction of the Alterations. Tenant shall comply with Section 6 above in regard to compliance with Legal Requirements and the process of obtaining permits and other governmental authorizations related to any Alterations.

(d) Upon completion of construction of any Alterations, Tenant shall record a notice of completion in accordance with the provisions of Civil Code Section 8182 and shall furnish to Landlord "as-built" plans for the completed Alterations and a copy of the building permit, showing all final inspection approvals.

(e) Prior to the expiration, or upon earlier termination, of this Lease, Tenant shall surrender the Premises in the condition required by Section 22 of this Lease, which requires, among other things, that Tenant remove any Improvements and Alterations designated by Landlord as more specifically set forth in Section 22.

#### Section 10. Liens

(a) Tenant shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for the benefit or Tenant. Should Tenant fail to remove any such lien or post adequate security within fifteen (15) business days after written notice to do so from Landlord, Landlord may, in addition to any other remedies, record a bond pursuant to California Civil Code Section 8510 and all costs incurred by Landlord in so doing, plus all other amounts which Landlord shall become obligated to pay the surety issuing such bond, shall be due and payable by Tenant to Landlord upon demand as Additional Rent.

#### Section 11. Destruction or Damage

(a) In the event the Improvements or Alterations are damaged by fire or other casualty, neither Landlord nor Tenant shall have any obligation to repair and restore any damage. Should Tenant elect to repair and restore the Improvements and/or Alterations, such repair and restoration shall be performed in compliance with Section 9 of this Lease. Should Tenant elect not to repair and restore the Improvements and/or Alterations, Tenant shall raze all damaged buildings and shall remove fire damaged improvements and all debris from the Premises.

(b) In the event the Improvements or Alterations are damaged by fire or other casualty, Tenant may, at its option, terminate this Lease by delivering written notice of termination to Landlord within ninety (90) days following the date such damage occurs.

(c) In the event this Lease is not terminated by Tenant, this Lease shall remain in full force and effect notwithstanding such damage, without abatement of Rent on account of such damage.

(d) Landlord and Tenant acknowledge that this Lease constitutes the entire agreement of the parties regarding events or damage or destruction, and Tenant waives the

provisions or California Civil Code Sections 1932(2) and 1933(4) and any similar statute now or hereafter in force.

Section 12. Insurance

(a) At all times during the Term, Tenant, at its sole expense, shall procure and maintain, and shall cause any subtenant to procure and maintain, the following types of insurance coverage:

(1) Commercial general liability insurance with coverage at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions, insuring against any and all damages and liability, including attorneys' fees and other costs and expenses, on account of or arising out of injuries to or the death of any person or damage to Property, however occasioned, in, on, or about the Premises, in the minimum amount of Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) annually in the aggregate for all claims. In addition, such insurance shall insure the performance by Tenant, or its indemnity and other contractual obligations set forth in this Lease. If coverage is provided on a "claims-made" form, the Tenant is required to maintain such coverage for a minimum period of three (3) years following the termination of the lease. It is further agreed and understood that the retroactive date of the coverage shall be on or before the start of this lease.

(2) Insurance against damage by fire and other perils included with in standard lire and extended coverage insurance policies in an amount not less than the full replacement cost of the Improvements and Alterations.

(3) Workers' compensation coverage as required by law, including employer's liability insurance, with a limit not less than Two Million Dollars (\$2,000,000) for injury or death, each accident.

(4) Business Auto with coverage at least as broad as the Insurance Services Office (ISO) Business Auto Coverage from covering automobile liability, code I "any auto," with a limit not less than Two Million Dollars (\$2,000,000) for each accident for bodily injury and Property damage; and,

(5) Such other insurance as shall reasonably be deemed necessary by Landlord from time to time.

(b) The insurance required under this Section 12 and all renewals thereof shall be issued by companies qualified to do business in the State of California and rated A:X or better in "Best's Key Rating Guide." The insurance described in Sections 12(a)(1) and 12(a)(4) shall be endorsed to include Landlord and any mortgagees, Property managers and other parties as Landlord may specify from time to time, as additional insureds, as their interests may appear. Each policy shall provide expressly, in the form of such policy or by endorsement, (1) that the policy shall not be cancelled or altered in such a manner as adversely to affect the coverage afforded there by without thirty (30) days' prior written notice to Landlord, (2) that the coverage

shall be primary and noncontributing with any insurance that may be carried by Land lord , (3) that any loss shall be payable notwithstanding any act of negligence of any additional insured that might otherwise result in a forfeiture of coverage, (4) that the word "Insured" is used therein severally and not collectively and insurance coverage hereunder shall apply as though a separate policy were issued to each insured, although the inclusion of more than one insured party shall not operate to increase the limits of the insurer's liability, and (5) with respect to the insurance described in Section 12(a)(2), for waiver of the insurer's rights to subrogation against Landlord. If at any time or from time to time, the insurance coverage specified here in is no longer adequate in the opinion of Landlord's insurance department, Tenant shall increase the coverage to reasonable amounts of coverage specified by Landlord within thirty (30) days after written notice from Landlord, provided that Tenant shall not be required to increase its coverage more often than once in any 24-month period.

(c) The documentation must be signed by a person authorized by that insurer to bind coverage on its behalf and shall be submitted to PG&E's Land Agent as specified under Notices in the body or the License Agreement.

(d) In the event that Tenant shall fail to insure or shall fail to furnish Landlord satisfactory evidence of any such policy as herein required, Landlord may from time to time effect such insurance for the benefit of Tenant or Landlord or both of them for a period not exceeding one year, and any premium paid by Landlord shall be recoverable from Tenant as Additional Rent on demand. Tenant's compliance with the provisions of this Section 12 shall in no way limit Tenant's liability under any of the other provisions of this Lease.

### Section 13. Indemnification; Release

(a) Tenant shall indemnify, defend and hold Landlord and Landlord's directors, officers, employees, successors, assigns and agents (collectively, "**Indemnitees**") harmless from and against any and all claims, demands, obligations (including remedial obligations, removal or Hazardous Materials, clean-up or restoration work, including all materials), damages (including consequential and/or punitive damages), losses, lost profits, costs and liabilities, including attorneys' fees and costs (collectively, "**Claims**"), including, without limitation, Claims for injury or damage to personal Property, and Claims for penalties, fines and reasonable attorneys' fees and costs (including attorneys' fees and costs incurred to enforce this indemnity), incurred in connection with or arising from this Lease, however the same may have been caused (including, without limitation, if caused in part by the act, omission, or active or passive negligence of any Indemnitee, except with respect to any Indemnitee, to the extent caused by the negligence or willful or criminal misconduct of any such Indemnitee), and including, without limiting the generality or the foregoing, Claims arising out of or in connection with:

(1) any default by Tenant in the observance or performance of any of the terms, covenants, or conditions of this Lease on Tenant's part to be observed or performed, following written notice and an opportunity to cure in accordance with Section 17, or

(2) the use or occupancy or manner of use or occupancy of the Premises by Tenant, the Tenant Parties or any person or entity claiming through or under Tenant, or

(3) the condition of the Premises or the Property, including, without limitation, noise emanating from the substation or other facilities, or any occurrence or happening on the Premises from any cause whatsoever, including, without limitation, any theft, burglary, vandalism or Property damage, or

(4) any act, omission or negligence of Tenant, the Tenant Parties or any person or entity claiming through or under Tenant, occurring in, on or about the Premises or the Property, either prior to the commencement of, during, or after the expiration of the Term, including without limitation any acts, omissions or negligence in the construction of the Improvements or in the making or performing of any Alterations, or

(5) the actual or alleged presence of Hazardous Materials in or about the Premises to the extent caused or permitted by Tenant or any of the Tenant Parties, or

(6) any violation of any Legal Requirement, including, without limitation, violation of any Hazardous Materials Laws, by Tenant or any of the Tenant Parties, or

(7) any delay or action caused or taken by Landlord to temporarily halt Tenant's use and activities under Section 5(a) of this Lease, or

(8) any failure to surrender possession upon the Expiration Date or sooner termination of the Term as required by Section 22 of this Lease, or

(9) any broker, agent or finder claiming any commissions or fees on the basis of contacts or dealings with Tenant.

(b) Tenant further agrees to indemnify, defend, and save harmless Indemnitees from and against any and all Claims arising from or occasioned by any use, occupancy, condition, occurrence, happening, act, omission or negligence referred to above. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Tenant is obligated to indemnify or provide a defense to an Indemnitee hereunder, Tenant upon notice from Landlord shall defend such action or proceeding at Tenant's sole expense by counsel approved by Landlord, which approval shall not be unreasonably withheld.

(c) Tenant accepts all risk relating to its occupancy and use of the Premises. Landlord shall not be liable to Tenant for, and Tenant hereby waives and fully and forever releases, exonerates, discharges and covenants not to sue Landlord, the other Indemnitees and/or each and all of Landlord's past, present and future officers, directors, partners, employees, agents, representatives, shareholders, attorneys, affiliates, parent and subsidiary corporations, divisions, Insurance carriers, heirs, legal representatives, beneficiaries, executors, administrators, predecessors, transferees, successors (including, without limitation, lenders who become successors-in-title) and assigns, from and for any and all Claims based in whole or in part on any and all liability, whether in contract, tort or any other basis, for any injury, damage, or loss resulting

from or attributable to any occurrence on or about the Premises, the condition of Premises or the Property, or the use or occupancy of the Premises, arising prior to, during or subsequent to the expiration or termination of this Lease, including, without limitation, liability related to (i) theft, burglary, trespass, or vandalism, (ii) disposal of sewage, (iii) the noise emanating from Landlord's substation or other facilities, or (iv) the need for CPUC approval or the failure of the CPUC to grant such approval.

(d) Tenant hereby represents and warrants that Tenant has no claim against Landlord, that Landlord has not been, in any respect, in default in performing its obligations under the Original Lease, nor is there any fact or condition that, with notice, the passage of time, or both, would ripen into such claim or default. Tenant has no existing defenses, credits, or offsets against Landlord that in any way precludes or limits enforcement of this Lease by Landlord, or that excuse or constitute Tenant's performance under the prior lease or this Lease.

(e) The provisions of this section 13 shall survive the expiration or earlier termination of this lease.

#### Section 14. Assignment or Subletting

(a) Tenant acknowledges that Tenant's identity, reputation and experience, the specific character of Tenant's activities and anticipated use of the Premises and the relationship between such anticipated use and other present and/or future planned uses of the Property have been a material consideration to Landlord's entry into this Lease. Except as provided in the subsections below, Tenant may assign this Lease only with Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed-beyond ten (10) days after Landlord's receipt of Tenant's request. Tenant shall not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, mortgage, pledge, encumber or otherwise hypothecate or create any security interest in this Lease or the Premises or any part thereof in any manner whatsoever. It shall be reasonable for Landlord to withhold its consent to any assignment or other transfer of this Lease that requires CPUC approval in the sole opinion of Landlord. Tenant may sublease or license all or any part of the Premises only with Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed: provided, however, that it shall be reasonable for Landlord to withhold its consent to any sublease or license that requires CPUC approval in the sole opinion of Landlord. Tenant shall remain primarily liable for all of its obligations under this Lease, notwithstanding any assignment, sublease, license, mortgage, pledge, encumbrance, or other transfer. Any assignment, sublease, license, mortgage, pledge, encumbrance, or other transfer violating the requirements of this Section 14 shall be voidable at Landlord's election, and, at the option of Landlord, shall constitute an Event of Default hereunder.

(b) Regardless of Landlord's consent, no assignment shall release Tenant of Tenant's obligations or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. At the option of Landlord, an assignee of Tenant

shall become directly liable to Landlord for all obligations of Tenant hereunder, but no assignment by Tenant shall release Tenant from its obligations hereunder. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment shall not be deemed consent to any further assignment, hypothecation, or third-party use. In the event of default by any assignee or successor of Tenant, in the performance of any of the terms hereof: Landlord may proceed directly against Tenant without the necessity of exhausting remedies against said assignee or successor. Landlord may consent to subsequent assignments or subletting of this Lease or amendments or modifications to this Lease with assignees of Tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto and such action shall not relieve Tenant or any successor of Tenant of liability under this Lease.

(c) Tenant shall pay Landlord 's reasonable attorneys' fees and costs incurred in connection with Tenant's request to assign this Lease not to exceed \$1000, whether or not Landlord consents to the proposed transfer, payable within thirty (30) days of receipt by Tenant of an invoice therefor.

#### Section 15. Rights Reserved to Landlord

(a) Landlord reserves the right to restrict access to the Premises or any portion or portions thereof in the event of civil disturbance, fire, earthquake or other casualty or emergency, or in connection with Landlord's response thereto, or, otherwise, when Landlord deems it advisable to do so, including in connection with events and emergencies occurring or affecting Landlord's business operations located outside the immediate vicinity of the Premises.

(b) Upon seventy-two (72) hours written notice (except in the event of an emergency when no notice shall be required), Landlord may enter the Premises at any time to (i) inspect the same, (ii) exhibit the same to prospective purchasers, lenders or Tenants, (iii) determine whether Tenant is complying with all its obligations hereunder, (iv) post notices of non-responsibility, (v) enforce the provisions of this Lease, or (vi) undertake any activities connected with Landlord's reasonable use and operation of the Property. Any such entry shall be accomplished as expeditiously as reasonably possible and, in a manner, so as to cause as little interference to Tenant or Tenant's business as reasonably possible.

(c) Landlord reserves the right to access the Premises to construct, reconstruct, maintain, operate, and use such facilities on the Premises used by Landlord deems necessary or appropriate in Landlord's judgment for generation of electric power, including, without limitation, aqueducts, electric lines, telecommunication lines and pipelines.

(d) Landlord also reserves the right to grant easements and rights of way in, on and across the Premises to third parties to the extent that such easement and rights of way do not unreasonably and materially interfere with Tenant's use of, or access to the Premises.

Section 16. Events of Default. The occurrence of any one or more of the following events (each, an "**Event of Default**") shall constitute a breach of this Lease by Tenant for which Landlord may exercise any of the remedies set forth in Section 17 of this Lease or provided by law or equity: (a) if Tenant shall fail to pay any Rent when due and payable hereunder and such failure shall continue for thirty (30) days after written notice thereof from Landlord; or (b) if Tenant shall fail to perform or observe any other term, covenant or obligation to be performed or observed by Tenant under this Lease, and such failure shall not have been cured by Tenant within thirty (30) days after written notice thereof from Landlord, provided, however, that if such failure is not reasonably capable of being cured within the thirty (30) day cure period, Tenant shall have additional time to cure such failure if it diligently commences to cure within such thirty (30) day cure period, it continuously and diligently pursues such remedy until cured and such failure is capable of being cured by Tenant within no more than ninety (90) days after receipt of such notice.

Section 17. Remedies for Default. Upon the occurrence of any Event of Default, Landlord shall have the option to pursue any one or more of the following remedies available to Landlord under California law:

(a) Landlord may terminate this Lease and recover possession of the Premises. Upon such termination of this Lease, Landlord may recover from Tenant damages in the amounts set forth in Civil Code Section 1951.2, including, without limitation, the worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided.

(b) Even though Tenant has breached this Lease, this Lease shall continue in effect for so long as the Landlord does not terminate Tenant's right to possession, and the Landlord shall have the right to enforce all its rights and remedies under this Lease, including the remedies described in California Civil Code Section 1951.4.

(c) The remedies provided for in this Lease are in addition to all other remedies available to Landlord at law or in equity, by statute or otherwise.

Section 18. Landlord's Right to Cure Default. All agreements and provisions to be performed by Tenant under any of the terms of this Lease shall be at its sole cost and expense and without abatement of Rent. If Tenant shall fail to pay any sum of money, other than Rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder and such failure shall not be cured within the applicable cure period provided for herein, Landlord may, subject to Tenant's rights to cure set forth in Section 16 above, upon 30 days written notice (except in the event of an emergency when no notice shall be required) but shall not be obligated so to do, and without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such other act on Tenant's part to be made or performed as provided in

this Lease. All sums so paid by Landlord and all necessary incidental costs shall be deemed Additional Rent hereunder and shall be payable to Landlord on demand.

Section 19. Attorneys' Fees. Should either party bring an action or other proceeding against the other party, arising from or related to this Lease, whether for declaratory or other relief; then the party which prevails in such action shall be entitled, in addition to any other recovery or relief, to its reasonable attorneys' fees (of both in-house and outside counsel) and costs and expenses incurred in the action or proceeding, including any appeal thereof. Tenant shall also pay all attorneys' fees and costs Landlord incurs in defending this Lease or otherwise protecting Landlord's rights in any voluntary or involuntary bankruptcy case, assignment for the benefit of creditors, or other insolvency, liquidation or reorganization proceeding involving Tenant, or this Lease. For purposes hereof: the reasonable fees of Landlord's or Tenant's in-house attorneys, as the case may be, who perform services in connection with any such action or proceeding are recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter of the law, in law firms in the City and County of San Francisco with approximately the same number of attorneys as are employed by Landlord's or Tenant's law department, as the case may be.

Section 20. Sale. In the event the original Landlord hereunder, or any successor owner of the Premises, shall sell, convey or otherwise transfer the Premises, provided that any such successor owner of the Premises shall assume the obligations of Landlord pursuant to the Lease, the original Landlord, or such successor owner, shall thereupon be released from any and all covenants, liabilities and obligations (express or implied) on the part of Landlord under this Lease, accruing from or after the date of such sale or conveyance, and Tenant shall look solely to the successor in interest or the transferor for performance of the obligations of Landlord under this Lease. Provided that such transferee assumes the obligations of the original Landlord under this Lease, this Lease shall not be affected by such sale or conveyance, and Tenant agrees to attorn to the transferee, such attornment to be effective and self-operative without the execution of any further instrument by the parties to this Lease.

Section 21. Estoppel Certificates and Rights of Mortgagees.

(a) At any time and from time to time, Tenant shall execute, acknowledge and deliver to Landlord, within ten (10) business days after receipt thereof, a certificate certifying (i) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification), (ii) the date, if any, to Annual Rent and other sums payable hereunder have been paid, (iii) that no notice has been received by Tenant of any default which has not been cured, except as to defaults specified in said certificate, (iv) that Tenant does not claim the existence of any default on the part of Landlord, except as specified in such certificate, and (v) such other matters as reasonably may be requested by Landlord, or any mortgagee, beneficiary, purchaser or prospective purchaser of the Property or any interest therein. Any such certificate may be relied upon by Landlord and any mortgagee, beneficiary, purchaser, or prospective purchaser of the Property or any interest therein. Tenant's failure to execute, acknowledge and deliver such

certificate within such period of time shall, at the option of Landlord, and without further notice, constitute an Event of Default hereunder.

(b) This Lease and the rights of Tenant hereunder are subject and subordinate to any mortgage, deed, trust, or easement agreement which now or in the future encumbers the Property; provided, however, notwithstanding the foregoing, the subordination of Tenant's interests hereunder to any existing or future ground lease, mortgage, deed of trust or other security instrument shall be conditioned upon Tenant's receipt of an executed and acknowledged commercially reasonable Subordination, Non Disturbance and Attornment Agreement (SNDA) from such applicable Lender. Notwithstanding such subordination, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant observes and performs all of the provision of this Lease; provided, however, that Tenant agrees to execute such documentation as may be reasonably requested to evidence such subordination.

Section 22. Surrender. **Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord in the condition required by this paragraph, Tenant, at its sole cost and expense, shall remove promptly all Improvements and Alterations, including without limitation, buildings, structures and fixtures constructed or placed on the Premises by Tenant, and restore the Premises as nearly as possible to the condition that existed prior to Tenant's original entry upon the Premises under the Original Lease. Prior to the expiration or sooner termination of the Term, Tenant shall also remove all equipment, fixtures, merchandise, personal Property, debris, and waste material resulting from the use and occupancy of the Premises by Tenant and/or any of the Tenant Parties, and Tenant shall promptly repair, at its sole cost and expense, any damage to the Premises caused by such removal. To the extent Tenant fails to perform the obligations under this Section, Landlord may, but need not, remove or demolish any Improvements, Alterations, equipment, fixtures, merchandise, personal Property, debris and waste material, and restore the Premises to the condition that existed prior to Tenant's entry upon the Premises under the Original Lease, and Tenant shall pay the cost thereof within sixty (60) days of receipt of an invoice therefor. Tenant's obligations under this Section 22 shall survive the termination of this Lease. (Tenant to initial here:\_\_\_\_\_)**

Section 23. Holdover. Tenant shall have no right to holdover possession of the Premises after the expiration or termination of this Lease without Landlord's prior written consent, which Landlord may withhold in its sole and absolute discretion. If Tenant retains possession of any part of the Premises after expiration or termination, without the written consent of Landlord, Tenant shall become a Tenant at sufferance only, for the entire Premises upon all of the terms of this Lease as might be applicable to such tenancy, except that Tenant shall pay Annual Rent at one hundred and fifty percent (150%) of the rate in effect immediately prior to such holdover, computed on a monthly basis for each full or partial month Tenant remains in possession. If Tenant remains in possession of the Premises after the expiration or other termination of the Term of this Lease, with Landlord's written consent, Tenant shall be deemed to be occupying the Premises as a month- to-month Tenant only, at a monthly rental equal to one-twelfth (1/12<sup>th</sup>) of the Annual Rent in effect immediately prior to such holdover. Tenant shall also pay Landlord

all of Landlord's direct and consequential damages resulting from Tenant's holdover. No acceptance of Rent or other payments by Landlord under this holdover provision shall operate as a waiver of Landlord's right to regain possession or any other of Landlord's remedies.

Section 24. Waiver. The waiver by Landlord or Tenant of any agreement, condition or provision herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition or provision herein contained, nor shall any custom or practice which may grow up between the parties in the administration of the terms hereof be construed to waive or to lessen the right of Landlord or Tenant to insist upon the performance by Tenant or Landlord in strict accordance with said terms. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant or any agreement, condition or provision of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

Section 25. Notices. Notices to be given under this Lease shall be in writing, sent as specified in the Summary of Lease Terms, and either sent by:

- (a) personal delivery, in which case notice shall be deemed delivered upon actual receipt, or
- (b) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered upon actual receipt, or
- (c) sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with this courier. The addresses set forth in the Summary of Lease Terms may be changed by written notice to all parties set forth therein.

Section 26. Complete Agreement. There are no oral agreements between Landlord and Tenant affecting this Lease, and this Lease shall constitute the entire agreement between the parties relative to the subject matter hereof, and supersedes and cancels any and all prior negotiations, arrangements, correspondence, communications, leases, licenses, agreements and understandings, if any, whether oral or written, between Landlord and Tenant with respect to the subject matter of this Lease. There are no representations between Landlord and Tenant other than those contained in this Lease and all reliance with respect to any representations is based solely upon the terms of this Lease. No amendment or modification of this Lease shall be binding or valid unless expressed in writing and executed and delivered by Landlord and Tenant. Subject to the limitations provided herein, the terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of the respective heirs, successors, executors, administrators and assigns of each of the parties hereto.

Section 27. Limitation of Liability. Tenant agrees to look only to the interest of Landlord in the Property and not to Landlord, its directors, officers, shareholders, employees, or agents personally with respect to any obligations or payments due or which may become due from Landlord to Tenant hereunder, or for the satisfaction of any of Tenant's remedies hereunder.

Section 28. Section Broker. Tenant represents and warrants to Landlord that no real estate broker, agent, or finder negotiated or was instrumental in negotiating or representing Tenant in the negotiation of this Lease or the consummation hereof. Tenant shall pay the commission or fee of any broker, agent or finder acting for Tenant or claiming any commissions or fees on the basis of contacts or dealings with Tenant.

Section 29. Quiet Possession. Landlord agrees that Tenant, upon paying Rent and performing the terms, covenants and conditions of this Lease, may quietly have, hold and enjoy the Premises without disturbance by Landlord or any person claiming under Landlord during the Term of this Lease, subject, however, to the rights of Landlord set forth in this Lease, and any mortgages, deeds of trust, agreements and encumbrances to which this Lease is subordinate.

Section 30. Miscellaneous.

(a) The word "Tenant" as used herein shall include the plural as well as the singular.

(b) If a partnership or more than one legal person is at any time Tenant, each partner and each legal person is jointly and severally liable for the keeping, observing and performing of all of the terms, covenants, conditions, provisions and agreements of this Lease to be kept, observed or performed by Tenant, and the term "Tenant" as used in this Lease shall mean and include each of them jointly and severally and the act of or notice from, or notice or refund to, or the signature of: any one or more of them, with respect to the tenancy or this Lease, including but not limited to, any renewal, extension, expiration, termination or modification of this Lease, shall be binding upon each and all of the persons executing this Lease as Tenant with the same force and effect as if each and all of them had so acted or so given or received such notice or refund or so signed.

(c) Time is of the essence of this Lease and each and all of its provisions.

(d) Submission of this instrument for examination or signature by Tenant does not constitute an offer to lease or a reservation of or option to lease. Landlord shall not be bound by this Lease until Landlord has executed and delivered this Lease to Tenant, notwithstanding Tenant's execution and delivery of this Lease to Landlord.

(e) The waivers of claims or rights, the releases, and the obligations under this Lease to indemnify, protect, defend and hold harmless Landlord and other Indemnitees shall survive the expiration or earlier termination of this Lease, and so shall all other obligations or agreements hereunder which by their terms survive the expiration or earlier termination of this Lease.

(f) Subject to the provisions of this Lease as to assignment, the agreements, conditions, and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

(g) If any provisions of this Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect.

(h) This Lease shall be governed by and construed pursuant to the laws of the State of California.

(i) The language in all parts of this Lease shall be construed according to its normal and usual meaning and not strictly for or against either Landlord or Tenant.

(j) Neither this Lease, nor any notice nor memorandum regarding the terms hereof, shall be recorded by Tenant. Any such unauthorized recording shall give Landlord the right to declare a breach of this Lease and pursue the remedies provided here in.

(k) All recitals are incorporated herein by this reference.

Section 31. Exhibits. The exhibits attached to this Lease are hereby incorporated into this Lease and made a part hereof.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease on the respective dates indicated below.

TENANT:

TESORO REFINING & MARKETING COMPANY LLC,  
a Delaware limited liability company

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

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

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

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

LANDLORD:

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

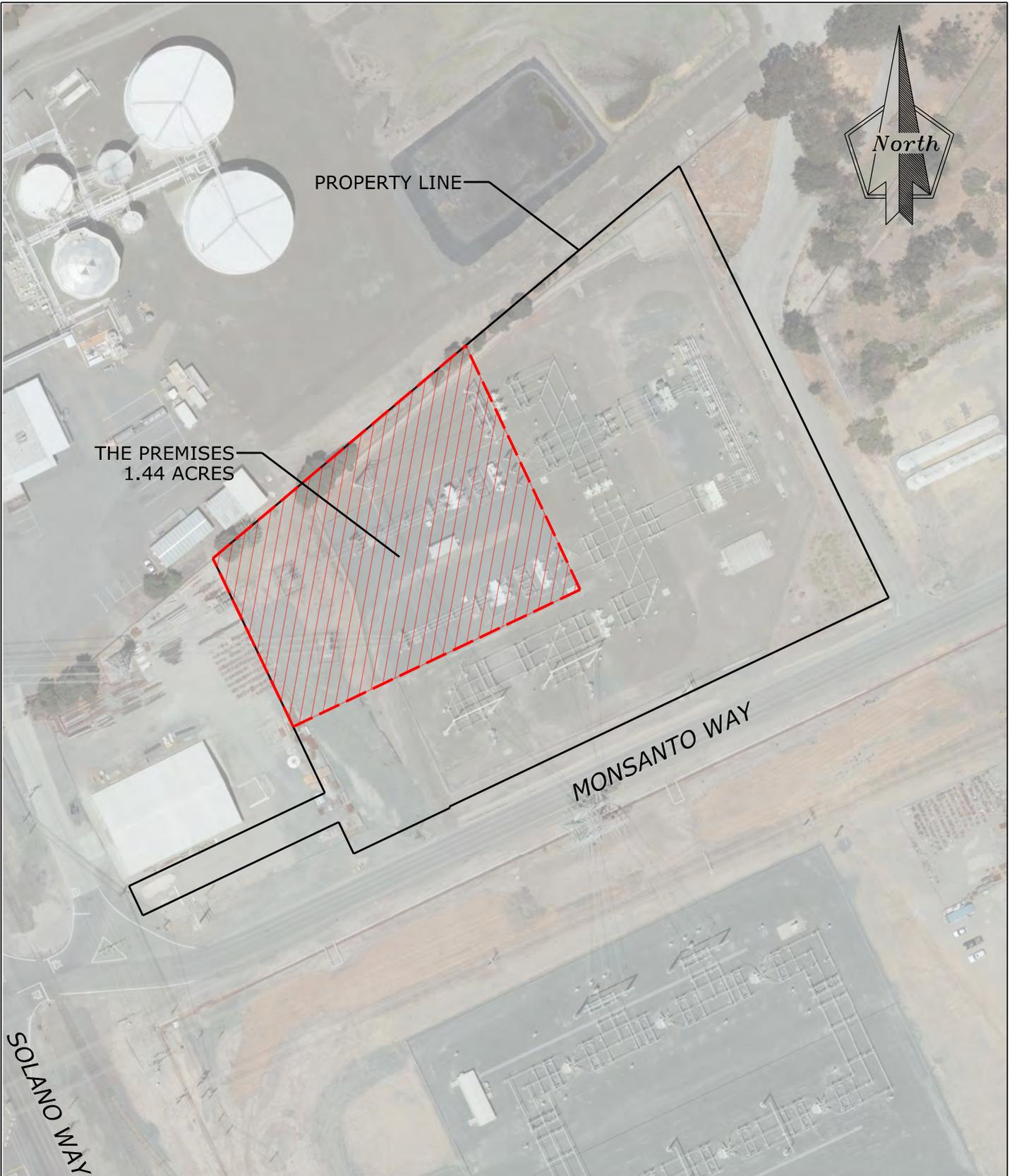
By: \_\_\_\_\_

Name: Aimee Crawford

Its: Director, Land Management

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

EXHIBITS "A" and "B" attached

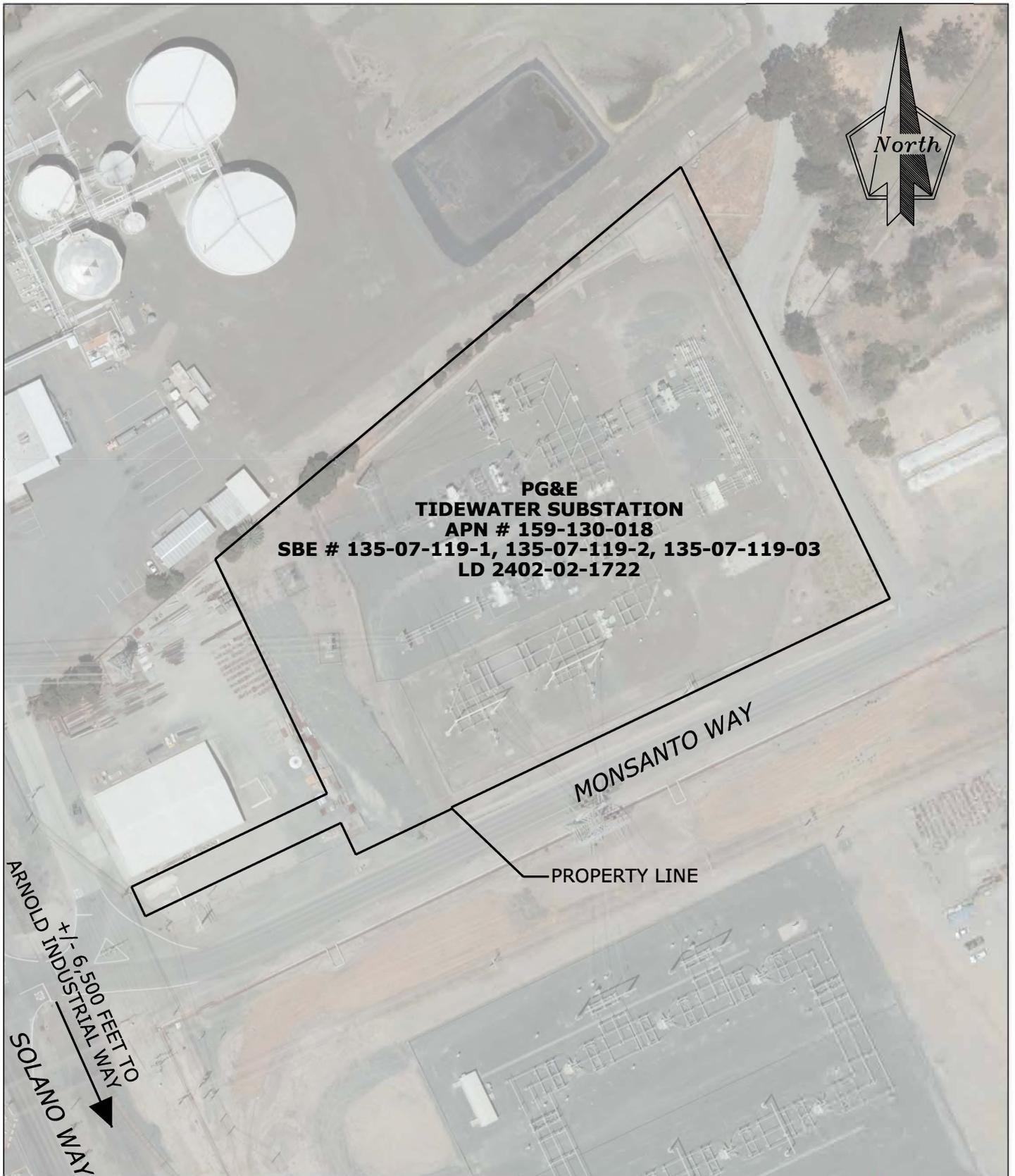


**EXHIBIT A - MAP OF PREMISES**

SCALE  
NTS

DATE  
6/8/2021

SECTION NW 1/4 14	TOWNSHIP T2N	RANGE T2W	MERIDIAN MDB&M	COUNTY: CONTRA COSTA	CITY OF: CONCORD		
PLAT MAP: B1008 (ELEC) & 43E16 (GAS) REFERENCES: SBE MAP # 135-07-119				F.B.: JQW3	DR.BY: JQW3	CH.BY: P1A8	
				<b>PG&amp;E</b>	DIABLO DIVISION	42145568 AUTHORIZ	N/A DRAWING NO.



<b>EXHIBIT B - MAP OF LANDLORDS PROPERTY</b>				SCALE NTS	DATE 6/8/2021	
SECTION NW 1/4 14	TOWNSHIP T2N	RANGE T2W	MERIDIAN MDB&M	COUNTY: CONTRA COSTA	CITY OF: CONCORD	
PLAT MAP: B1008 (ELEC) & 43E16 (GAS)				F.B.: JQW3	DR.BY: JQW3	CH.BY: P1A8
REFERENCES: SBE MAP # 135-07-119				<b>PG&amp;E</b>	DIABLO DIVISION	42145568 AUTHORIZ
					N/A DRAWING NO.	

Advice 6741-E  
October 18, 2022

## **Attachment 2**

**Original Lease Agreement**

## Attachment 2 - Original Lease Agreement

61-6054 (REV. 5-84)

## LEASE OF LANDS

THIS LEASE AGREEMENT made by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called PGandE, and FOSTER WHEELER MARTINEZ, INC. a Delaware corporation, hereinafter called Tenant. PGandE and Tosco Corporation entered into that certain Standard Power Purchase Agreement For As-Delivered Capacity and Energy and that certain Standard offer #4 Power Purchase Agreement For Long-Term Energy and Capacity both dated as of May 1, 1985 (the "Power Purchase Agreements") which were assigned by Tosco Corporation to Tenant.

WITNESSETH that in consideration of the rents and covenants to be performed by Tenant as provided herein, PGandE leases to Tenant for the term commencing July 1, 19 85 and ending at the close of June 30, ~~192010~~, for the purpose of constructing an electrical substation and its related equipment and if necessary, access roads and for no other purpose, those certain premises in the County of Contra Costa, State of California, described as follows:

The parcel of land containing approximately 1 acre as shown outlined in red on the maps attached and incorporated herein, together with access thereto over the adjacent lands of PGandE, and the right to construct, reconstruct and maintain electric transmission lines on said adjacent lands outlined in green on said maps.

Excepting therefrom and reserving to PGandE, any and all aqueducts, electric lines, communication lines, pipe lines and other installations on the premises used by PGandE in the conduct of its business, and the right to reconstruct, maintain, and use the same, together with access thereto over and across the premises. PGandE shall also have the right from time to time to inspect the premises to ensure compliance with the terms and conditions provided herein.

The rent during the term of this lease shall be as follows: The rent for the first 5 years of the term hereof will be \$300.00 per month, payable monthly in advance. At the beginning of the 6th, 11th, 16th and 21st years the rent for the next 5 year period will be determined by the percentage change in the Consumer Price Index as set forth in paragraph 15.

Tenant agrees to comply fully with the following conditions:

1. Tenant will pay rent immediately when due and all other sums payable under this lease in lawful money of the United States of America to PGandE's Division Land Supervisor at 1919 Webster St., Oakland, CA. 94612, without abatement, setoff, counterclaim, or reduction. Tenant shall pay, as additional rent, a charge for late payment to PGandE. If any installment of rent or of a sum due from Tenant, accruing under the provisions of this lease, is not received by PGandE within 15 days after the due date, then Tenant shall pay to PGandE a fixed late charge of 10% or the maximum amount allowed by law, whichever is less, of the rent or sum due. In the event Tenant is more than 30 days late in paying this rent or other sum due, PGandE, in addition to all other legal or equitable remedies and at its sole option, may immediately terminate this lease. Should PGandE bring any legal proceeding arising out of or in connection with the lease, and judgement is rendered in PGandE's favor, the court may award all costs incurred by PGandE in the proceeding including reasonable attorneys' fees to PGandE.

2. Tenant will not:

- (a) sublet the premises or any part thereof, or attempt to assign this lease without first obtaining the written consent of PGandE;
- (b) allow any waste, nuisance, or hazard to occur or exist on the premises; or
- (c) use any of the water from the premises without prior written consent of PGandE.

3. Tenant will observe due diligence and care in maintaining the premises including, but not limited to, fences, buildings, and all other improvements, in proper condition and to the satisfaction of PGandE, and at the expiration or other termination of this lease surrender same to PGandE in as good condition as they are presently in, reasonable use and wear and damage by the elements excepted.

4. Tenant shall comply with all local, state, and federal laws and regulations including those laws whether existing or new which relate to the use, handling, treatment, or disposal of toxic or hazardous substances or relating to the control of rodents, other vermin, or noxious weeds on the premises. Tenant further agrees to indemnify and hold PGandE harmless from any and all loss, expense, and liability arising out of the presence of the aforementioned conditions on the premises. In no event shall Tenant dispose or allow the disposal of any substance on the premises which has hazardous or toxic qualities.

5. Tenant shall conduct all operations hereunder in accordance with good property management procedures to avoid unfavorable impact upon the environment, ecology or aesthetics of the surrounding neighborhood and to reflect credit upon both Tenant and PGandE, and shall comply with the applicable provisions of the Environmental Quality Act of 1970 (California Public Resources Code, Sections 21000, et seq.).

6. Should Tenant, with the consent of PGandE, express or implied, hold over possession of said premises after the term hereof, such holding shall be deemed a tenancy from month to month, at a monthly rental of \$ 150% of the amount, payable in advance, and on the terms and conditions herein stated.

prevailing prior to  
such holding

7. Tenant shall indemnify PGandE, its officers, agents and employees against all loss, damage, expense and liability resulting from injury to or death of persons, including, but not limited to, employees of PGandE or Tenant, or injury to property, including, but not limited to, property of PGandE or Tenant, arising out of or in any way connected with the lease or the premises including any loss, damage, expense or liability caused or contributed to by the negligence, whether active or passive, of PGandE, excepting only such loss, damage, expense or liability as may be caused by the sole negligence or willful misconduct of PGandE. In the event this indemnity is not enforceable, Tenant shall indemnify PGandE to the maximum extent allowed by law.

8. No building or other structure shall be erected by or for Tenant on the premises without prior written consent from PGandE. Tenant shall pay all taxes levied or assessed during the term hereof against any and all improvements which may be constructed by or for Tenant on the premises. ~~All improvements shall become the property of PGandE, at its option, at the expiration or termination of the lease.~~ At the request of PGandE, Tenant will remove any and all improvements erected by the Tenant and restore the premises

PLEASE to as close to its original condition as practicable.

INITIAL

9. Tenant will pay and discharge all bills for labor and materials furnished during the term hereof at Tenant's request for use upon the premises, and be solely liable and shall hold PGandE harmless from liability for any and all claims, demands and causes of action that are brought arising out of or in any way connected with any claims or liens for labor or materials or similar action.

~~10. As required pursuant to General Order No. 69-B of the California Public Utilities Commission, PGandE reserves the right during the term of the lease upon its own motion (or upon order of the Commission) to do any of the following if deemed necessary or desirable at PGandE's sole option exercised in good faith:~~

- (a) make such temporary, or permanent use of the premises, or any part of it as it shall deem necessary;
- (b) sell, exchange, or lease the whole or any part of the premises to another or others; and
- (c) grant easements and rights of way in, on and across the premises for any and all uses.

~~If PGandE desires to take any or all of the actions set forth under (a), (b) and (c) above, it shall give Tenant at least~~

PLEASE  
INITIAL

~~days' written notice to that effect. Said notice shall contain a description of the lands to be utilized, sold, exchanged or leased, or the easement to be granted. The lease of the lands described in said written notice will automatically terminate upon the expiration of the above designated period. If the lands include the entire premises, PGandE will refund the unearned portion of any rent Tenant has paid in advance. If only a portion of the premises is included in such description then this lease shall not be affected as to the remainder of the premises and the refund to be paid to Tenant of such unearned rent shall be based on a proration by area and time. Refunds for grazing leases shall be made on the basis of the unexpired portion of the current grazing season. After the expiration of the then current year there shall be an adjustment in the rate of rental for the remainder of the lease term based on the remaining portion of the leased premises.~~

11. Failure to enforce any right or obligation by either party with respect to any matter arising in connection with this lease shall not constitute a waiver as to that matter or any other matter.

12. Insurance requirements:

(a) *Workers' Compensation*

Tenant shall furnish PGandE a certificate of workers' compensation or self-insurance indicating compliance with the Labor Code of California, including Employer's Liability insurance with a minimum of \$2,000,000 for injury or death of any one person. This certificate should provide 30 days' written notice to PGandE prior to cancellation, termination, alteration, or material change of such insurance.

(b) *Comprehensive General and Comprehensive Automobile Liability Coverage*

Tenant shall maintain during the performance hereof, Comprehensive General Liability and Comprehensive Automobile Liability of not less than \$2,000,000 combined single limit or equivalent for bodily injury, personal injury, and property damage as the result of any one occurrence.

Comprehensive General Liability shall include coverage for Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Contractual Liability, and Broad Form Property Damage including Completed Operations. Comprehensive Automobile Liability shall include coverage for Owned, Hired, and Non-owned automobiles.

Such insurance shall include, by endorsement to the policy(ies), PGandE as an additional insured insofar as any liability arising out of the lease by the Tenant with PGandE is concerned, contain a severability of interest clause, provide that PGandE shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance, and provide 30 days' written notice to PGandE prior to cancellation, termination, alteration, or material change of such insurance.

(c) *Additional Insurance Provisions*

- (1) Evidence of coverage described above in Items (a) and (b) shall state that coverage provided is primary and is not excess or contributing with any insurance or self-insurance maintained by PGandE.
- (2) PGandE shall have the right to inspect or obtain a copy of the original policy(ies) of insurance.
- (3) Tenant shall furnish the required certificates and endorsements to PGandE prior to commencing performance hereof.
- (4) All insurance certificates, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

PACIFIC GAS AND ELECTRIC COMPANY  
Attention: Manager of Insurance  
77 Beale Street  
San Francisco, California 94106

13. If two or more parties are designated herein as Tenant, the obligations herein of Tenant shall be the joint and several obligations of all persons herein designated as Tenant.

14. This lease is personal to Tenant.

15. The rent will be adjusted by the percentage change in the Consumer Price Index, but not below the base rent, commencing with the May 1985 Index. The Index used shall be the Consumer Price Index as published by the United States Bureau of Labor Statistics, Consumer Price Index for all Urban Consumer's 1967 base equals 100, U. S. Cities average. For the purpose of this lease, if in the future said Index should be changed so that the base year differs from that used as of the rental commencement date, it shall be converted to the base year as of the commencement date. In the event said Index is discontinued or revised during the term of this lease such other governmental Index or computation with which it is replaced shall be deemed the basis of the recomputation.

16. PGandE hereby consents to the construction of a control building on the Premises with the approximate dimensions of twenty by twenty-five feet as required to house Tenant's control equipment including, but not limited to, transformers, station battery and charger, relay and control panels, auxiliary equipment and metering equipment, and electric transmission lines.

17. Nothing in this Lease shall create any duty to, any standard of care with reference to, or any liability to any person not a Party to it. Neither Party shall be liable to the other Party for consequential damages.

18. Tenant may terminate this lease upon the termination of either of the Power Purchase Agreements.

19. The attached Addendum is hereby made a part of this lease.

IN WITNESS WHEREOF the parties have executed this lease in duplicate this 25 day of July, 19 85.

TENANT FOSTER WHEELER MARTINEZ, INC.

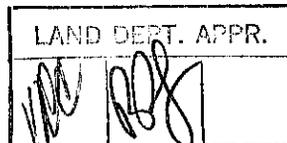
By *Edmund S. Gelman*

PACIFIC GAS AND ELECTRIC COMPANY

By *Peter K. Willerup* PETER K. WILLERUP

Its Director of Land Engineering 6/29/85

SE $\frac{1}{4}$  of NE $\frac{1}{4}$  Sec. 15  
SW $\frac{1}{4}$  of NW $\frac{1}{4}$  Sec. 14  
T.2N., R.2W., M.D.B.&M.  
Acct. No. 200  
SBE 135-7-119, Pcl. 1, 2 & 3



ADDENDUM

20. Any notices given to Tenant pursuant to this Lease shall be sent to the following address:

Foster Wheeler Martinez, Inc.  
Solano Way  
Martinez, CA 94553

Attn: President

with copies to:

Mellon Bank, N.A.  
One Mellon Bank Center  
Pittsburgh, PA 15258

Attn: Loan Administration

and

Mellon Financial Services  
551 Madison Avenue  
New York, N.Y. 10022

Attn: Robert D. Iseman

21. In the event Tenant defaults on any of its obligations under this Lease, timely performance by Mellon Bank, N.A., Midland National Bank, Union Bank of Switzerland, or National Westminster Bank, PLC will be accepted by PGandE and will be deemed performance of such obligation(s).

Recording Requested By and  
When Recorded Mail to:  
THELEN, MARRIN, JOHNSON & BRIDGES  
Attn: William H. Plageman  
One Kaiser Plaza, Suite 1950  
Oakland, California 94612

MEMORANDUM OF LEASE

This memorandum of Lease is made and entered into by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("PG&E") and FOSTER WHEELER MARTINEZ, INC., a Delaware corporation ("Tenant") to witness that:

1. PG&E owns the real property in Contra Costa County, California described in Exhibit A attached hereto. PG&E hereby leases to Tenant and Tenant hereby leases from PG&E, on the terms and conditions of the Lease (the "Lease") between PG&E and Tenant dated as of July 1, 1985 that portion of the real property outlined in red together with access thereto over the adjacent PG&E lands.

2. The term of the Lease shall commence on July 1, 1985 and end on June 30, 2010 or on the date provided for in the Lease.

3. All the terms and conditions of the lease are made a part hereof as though fully set forth herein and this memorandum does not modify such terms and conditions. In the event of a conflict, the lease shall control.

FOSTER WHEELER MARTINEZ, INC.

PACIFIC GAS AND ELECTRIC COMPANY

By *Edmund S. Gilman*  
Edmund S. Gilman  
Its President

By *Peter K. Willerup*  
PETER K. WILLERUP  
Its Director of Land Engineering

Date July 25, 1985

Date June 28, 1985

10563-2  
8023K  
6/27/85

LAND DEPT. APPR.		
<i>[Signature]</i>		

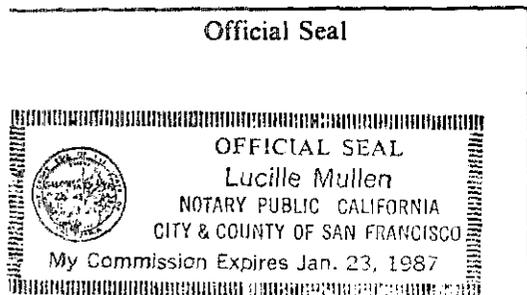
P. G. & E. CO.  
COPY

STATE OF CALIFORNIA }  
County of San Francisco } ss.

On this 28th day of June, in the year 1985, before me, Lucille Mullen,  
a Notary Public for the State of California, personally appeared Peter K. Willerup,  
personally known to me (or proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as  
Director of Land Engineering, or on behalf of Pacific Gas and Electric Company,

a corporation, and acknowledged to me that the corporation executed it pursuant to its  
by-laws or a resolution of its board of directors.

Official Seal



*Lucille Mullen*  
Notary Public for the State of California

EXHIBIT "A"

Beginning at a point in the southwesterly boundary line of the parcel of land described and designated PARCEL 13 in the deed from Phillips Petroleum Company to Lion Oil Company dated February 2, 1976, and recorded in Book 7810 of Official Records at Page 45, Contra Costa County Records, and running thence along said southwesterly boundary line

(1) north 25° 26' 06" west 30.00 feet; thence leaving said southwesterly boundary line

(2) north 64° 31' 49" east 201.16 feet; thence

(3) north 25° 28' 11" west 241.27 feet

to a point in the southeasterly boundary line of the parcel of land described in the deed from Patrick Tormey to Pacific Coast Oil Co. dated May 10, 1902, and recorded in Book 94 of Deeds, at Page 176, Contra Costa County Records; thence running along said southeasterly boundary line

(4) north 49° 52' 56" east 565.25 feet; thence leaving said southeasterly boundary line

(5) south 25° 51' 30" east 445.55 feet; thence

(6) south 64° 34' 19" west 451.05 feet; thence

(7) south 25° 26' 06" east 1.43 feet; thence

(8) south 64° 31' 49" west 98.85 feet; thence

(9) north 25° 28' 11" west 32.43 feet; thence

(10) south 64° 31' 49" west 201.18 feet

to the point of beginning; said point of beginning bears north 25° 26' 06" west 31.00 feet distant from the most southerly corner of said parcel of land designated PARCEL 13; containing 4.85 acres, more or less.

A Record of Survey of said real property has been made by Leptien-Cronin-Cooper, Inc., and filed for record May 11, 1981, in Book 68 of L.S.M., at Page 42, Contra Costa County Records.

\*\*\*\*

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF San Francisco

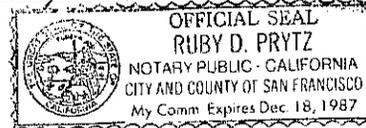
On July 25, 1985, before me, a notary public in and for the State of California, personally appeared Arnold A. Wilman personally known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument as President of Foster Wheeler Martinez, Inc., the corporation therein named, and acknowledged to me that the corporation executed it.

[Notarial Seal]



Ruby D. Prytz  
Notary Public for the State  
of California  
My Commission expires:

12/18, 1987.



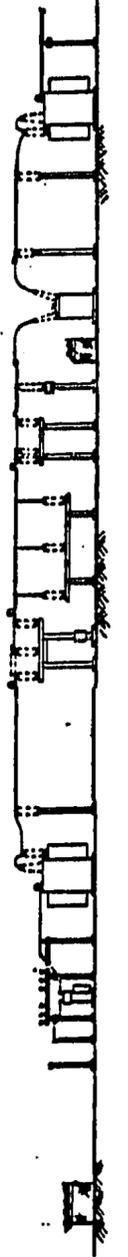
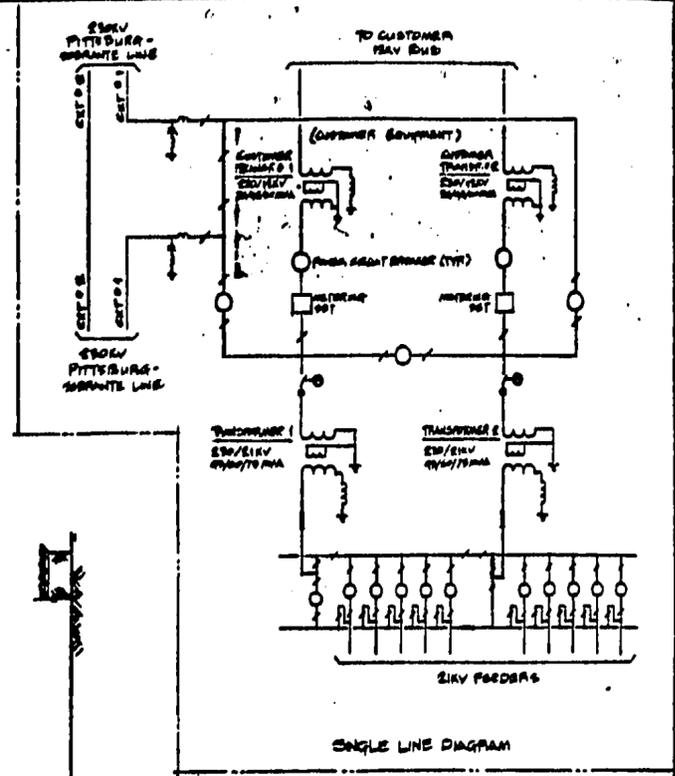
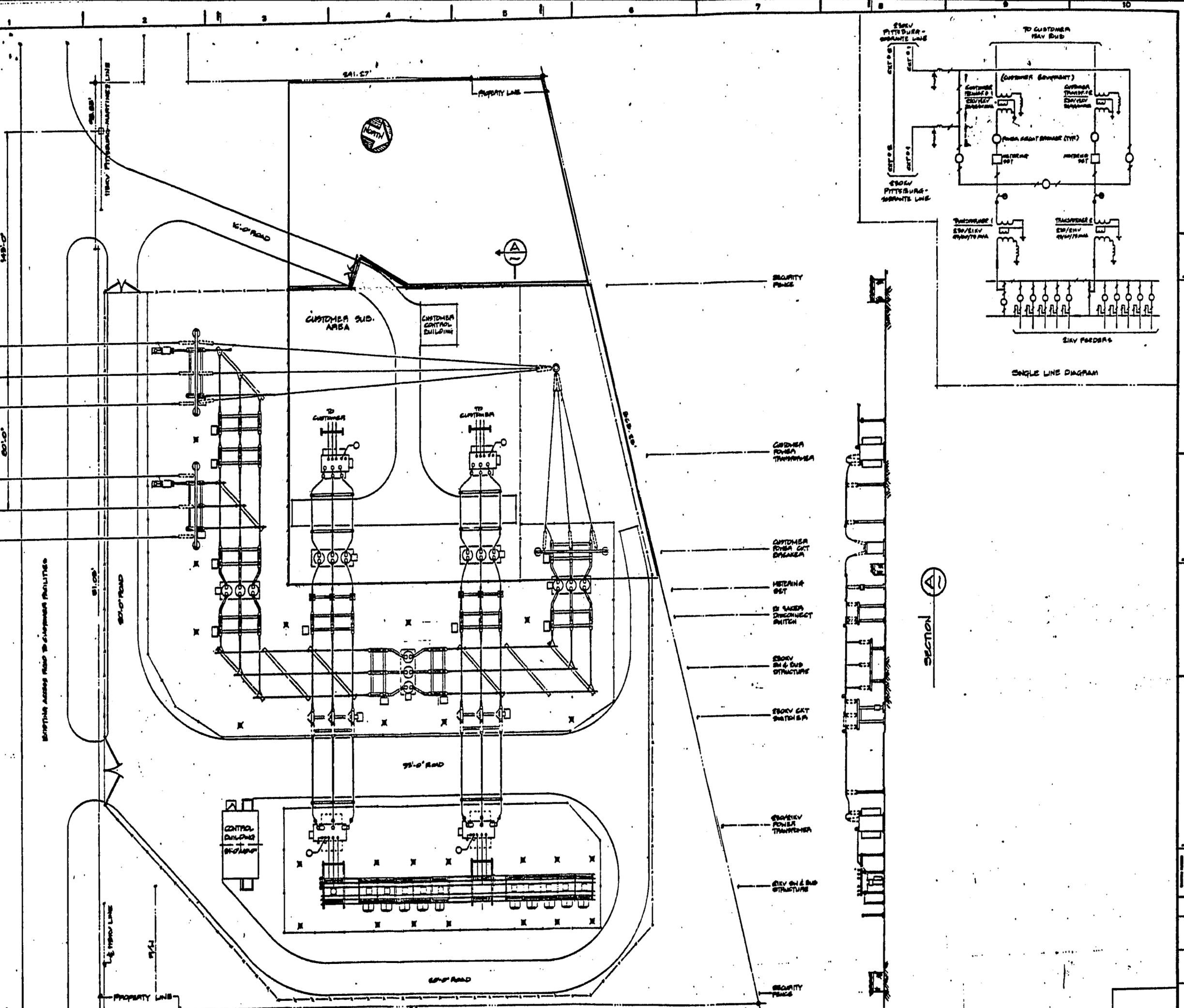
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 1985, before me, a notary public in and for the State of California, personally appeared \_\_\_\_\_, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument on behalf of Pacific Gas and Electric Company, the corporation therein named, and acknowledged to me that the corporation executed it.

[Notarial Seal]

\_\_\_\_\_  
Notary Public for the State  
of California  
My Commission expires:

\_\_\_\_\_, 19\_\_\_\_.



PLAN  
**2402-02-1874**

SCALE 1"=50'-0"

NO.	DATE	DESCRIPTION	BY	CHKD.
1		AS BUILT		
2		REVISIONS		
3		REVISIONS		
4		REVISIONS		
5		REVISIONS		
6		REVISIONS		
7		REVISIONS		
8		REVISIONS		
9		REVISIONS		
10		REVISIONS		
11		REVISIONS		
12		REVISIONS		
13		REVISIONS		
14		REVISIONS		
15		REVISIONS		
16		REVISIONS		
17		REVISIONS		
18		REVISIONS		
19		REVISIONS		
20		REVISIONS		

ULTIMATE ARRANGEMENT  
**PROPOSED TDBCO SUBSTATION**  
 PACIFIC GAS AND ELECTRIC COMPANY  
 SAN FRANCISCO, CALIFORNIA  
 SHEET NO. 244483 01



Advice 6741-E  
October 18, 2022

## **Attachment 3**

**Lease Extension Letter**

Attachment 4 - Lease Extension Letter



**Pacific Gas and  
Electric Company**

**Michael Gigliotti**  
Land Agent  
Building & Land Services

1850 Gateway Boulevard, 8<sup>th</sup> Floor  
Concord, CA 94520

(Office) 925-459-8086  
(Fax) 925-459-8112  
MJG6@PGE.COM

November 13, 2009

Mr. Michael Kromer  
Foster Wheeler Martinez, Inc.  
550 Solano Way  
Martinez, CA, 94553

**LD 2402-02-10121**

RE: Tidewater Substation Lease  
Monsanto Way, Martinez  
BLI 40503

Dear Mr. Kromer:

This letter will acknowledge your request to extend your existing lease agreement, which will expire on June 30, 2010, on a month to month basis until April 22, 2013 (the date your S04 agreement expires).

Per Condition #6 of the lease agreement, the hold-over terms will be 150% of the current monthly rent of \$534.00. Beginning July 1, 2010 monthly rent will increase \$267.00 to a monthly fee of \$801.00.

If you have any questions, please contact me directly at (925)459-8086

Sincerely,

A handwritten signature in blue ink, appearing to read 'Michael Gigliotti'.

Michael Gigliotti  
Land Agent  
Technical & Land Services

**Administrative Title Block**

Attach to LD: 2402-02-10121

Area, Region or Location: Area 2 Diablo Division

Land Service Office: Concord RMC

Line of Business: Substation (81)

Business Doc Type: Conveyances Out

MTRSQ: 24.02.02.23.43

FERC License Number: n/a

PG&E Drawing Number: n/a

Plat No.: B1019 elec, 48A01 gas

LD of Affected Documents: LD 2402-02-1874 (Original Lease)

LD of Cross-Referenced Documents: n/a

Type of interest: Conveyances Out (11), Leases from PGE (11L), Agreements (56)

SBE Parcel: 135-07-119-1, 135-07-119-2, 135-07-119-3

% Being Quitclaimed: n/a

Order or PM: 42145568

JCN: n/a

County: Contra Costa

Utility Notice Number: n/a

851 Approval Application No: n/a Decision: n/a

Prepared By: JQW3

Checked By: JPW1/P1A8

Advice 6741-E  
October 18, 2022

## **Attachment 4**

**Grant Deed**

x3

3010-5571 Tosco S/S  
6 81 1  
AFTER RECORDING, RETURN TO:  
Pacific Gas & Electric Co.  
77 Beale Street Rm. 2C70  
San Francisco, CA 94106

Attn: S. Vaiaicca  
Land Dept.

PTN. OF 159-130-04 & Ptn. 159-130-016

TRANSFER TAX \$205.70 full value

*K. Ferguson*

81 138745

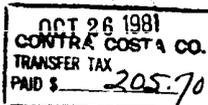
OCT 26 1981

FOR RECORDER'S USE ONLY



RECORDED AT REQUEST OF  
WESTERN TITLE INSURANCE CO.  
OCT 26 1981  
AT 10 O'CLOCK  
CONTRA COSTA COUNTY RECORDS  
FEE \$ 6.00  
J. R. OLSSON  
COUNTY RECORDER

BOOK 10548 PAGE 298



GRANT DEED

CHARLES J. LONG and BEVERLY A. LONG, husband and wife, and EDWARD R. STRAND and MARILYN M. STRAND, husband and wife, hereby grant to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, the real property, situate in the County of Contra Costa, State of California, described as follows:

(APN 159-130-004, -016)

Beginning at a point in the southwesterly boundary line of the parcel of land described and designated PARCEL 13 in the deed from Phillips Petroleum Company to Lion Oil Company dated February 2, 1976 and recorded in Book 7810 of Official Records at page 45, Contra Costa County Records, and running thence along said southwesterly boundary line

- (1) north 5° 26' 06" west 30.00 feet; thence leaving said southwesterly boundary line
- (2) north 64° 31' 49" east 201.16 feet; thence
- (3) north 25° 28' 11" west 241.27 feet

to a point in the southeasterly boundary line of the parcel of land described in the deed from Patrick Tormey to Pacific Coast Oil Co. dated May 10, 1902 and recorded in Book 94 of Deeds at page 176, Contra Costa County Records; thence running along said southeasterly boundary line

- (4) north 49° 52' 56" east 565.25 feet; thence leaving said southeasterly boundary line

- 1 -

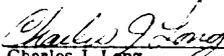
MAIL TAX STATEMENTS TO:

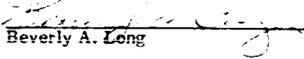
Pacific Gas and Electric Company  
Land Department, Land Acquisition Section  
77 Beale Street  
San Francisco, California 94106

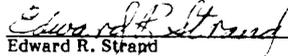
(5) south 25° 51' 30" east 445.55 feet; thence  
(6) south 64° 34' 19" west 451.05 feet; thence  
(7) south 25° 26' 06" east 1.43 feet; thence  
(8) south 64° 31' 49" west 98.85 feet; thence  
(9) north 25° 28' 11" west 32.43 feet; thence  
(10) south 64° 31' 49" west 201.18 feet  
to the point of beginning; said point of beginning bears north 25° 26' 06"  
west 31.00 feet distant from the most southerly corner of said parcel of  
land designated PARCEL 13; containing 4.85 acres, more or less.

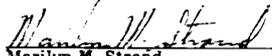
A Record of Survey of said real property has been made by  
Leptien-Cronin-Cooper, Inc. and filed for record May 11, 1981 in book  
68 of L.S.M. at page 42, Contra Costa County Records.

Dated September 29, , 19 81 .

  
\_\_\_\_\_  
Charles J. Long

  
\_\_\_\_\_  
Beverly A. Long

  
\_\_\_\_\_  
Edward R. Strand

  
\_\_\_\_\_  
Marilyn M. Strand

East Bay  
LD 4790  
Dwg. B-5911, Sh. 1, Chg. 0  
T.2N., R.2W.,  
M.D.B.& M.  
Sec. 14  
SW4 of NW4  
Sec. 15  
SE4 of NE4  
01-81-080  
75-142  
ss

Prepared EKC

Checked BPP

62-4202 (Individual) Rev. 7/78

8974 10548 PAGE 300

STATE OF CALIFORNIA  
County of Santa Clara

On this 29th day of Sept. in the year 19 81, before me, Louise Miller  
a Notary Public in and for said State, duly commissioned and sworn, personally appeared CHARLES J. LONG & BEVERLY A.  
LONG & EDWARD R. STRAND & MARILYN M. STRAND



known to me to be the person(s) whose name(s) appears subscribed to the within  
instrument and acknowledged that they executed the same.

END OF DOCUMENT

*Louise Miller*

Notary Public in and for the said State

**PG&E Gas and Electric  
Advice Submittal List  
General Order 96-B, Section IV**

AT&T  
Albion Power Company

Alta Power Group, LLC  
Anderson & Poole

Atlas ReFuel  
BART

Barkovich & Yap, Inc.  
Braun Blasing Smith Wynne, P.C.  
California Cotton Ginners & Growers Assn  
California Energy Commission

California Hub for Energy Efficiency  
Financing

California Alternative Energy and  
Advanced Transportation Financing  
Authority  
California Public Utilities Commission  
Calpine

Cameron-Daniel, P.C.  
Casner, Steve  
Center for Biological Diversity

Chevron Pipeline and Power  
City of Palo Alto

City of San Jose  
Clean Power Research  
Coast Economic Consulting  
Commercial Energy  
Crossborder Energy  
Crown Road Energy, LLC  
Davis Wright Tremaine LLP  
Day Carter Murphy

Dept of General Services  
Don Pickett & Associates, Inc.  
Douglass & Liddell

East Bay Community Energy Ellison  
Schneider & Harris LLP  
Engineers and Scientists of California

GenOn Energy, Inc.  
Goodin, MacBride, Squeri, Schlotz &  
Ritchie  
Green Power Institute  
Hanna & Morton  
ICF  
International Power Technology

Intertie

Intestate Gas Services, Inc.  
Kelly Group  
Ken Bohn Consulting  
Keyes & Fox LLP  
Leviton Manufacturing Co., Inc.

Los Angeles County Integrated  
Waste Management Task Force  
MRW & Associates  
Manatt Phelps Phillips  
Marin Energy Authority  
McClintock IP  
McKenzie & Associates

Modesto Irrigation District  
NLine Energy, Inc.  
NRG Solar

OnGrid Solar  
Pacific Gas and Electric Company  
Peninsula Clean Energy

Pioneer Community Energy

Public Advocates Office

Redwood Coast Energy Authority  
Regulatory & Cogeneration Service, Inc.

Resource Innovations

SCD Energy Solutions  
San Diego Gas & Electric Company

SPURR

San Francisco Water Power and Sewer  
Sempra Utilities

Sierra Telephone Company, Inc.  
Southern California Edison Company  
Southern California Gas Company  
Spark Energy  
Sun Light & Power  
Sunshine Design  
Stoel Rives LLP

Tecogen, Inc.  
TerraVerde Renewable Partners  
Tiger Natural Gas, Inc.

TransCanada  
Utility Cost Management  
Utility Power Solutions  
Water and Energy Consulting Wellhead  
Electric Company  
Western Manufactured Housing  
Communities Association (WMA)  
Yep Energy