

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “**Agreement**”) is entered into as of [_____] 2026 (the “**Effective Date**”), by the CITY OF POMONA, CALIFORNIA a municipal corporation and entity, acting by and through its PUBLIC WORKS DEPARTMENT (“**City**” or “**Licensor**”), and BLUEPATH SOLAR JCC POMONA LLC, a Delaware limited liability company (together with its successors or assigns, “**Licensee**”).

WITNESSETH:

WHEREAS, the City owns or holds certain street easement and other reserved rights within certain real property located in the City of Pomona, California, as granted to the City and more particularly described in: (i) that certain Map of Pomona, recorded in Book 3 pages 90 and 91 of Miscellaneous Records in the office of the county recorder of Los Angeles County, California (“**Official Records**”), (ii) that certain Resolution No. 65-10, recorded as Instrument No. 4613 in Book D-2766, Page 723, and Instrument No. 4298 in Book D-2909, Page 75 both of Official Records, (iii) that certain Corporation Grant Deed, recorded as Instrument No. 4168 in Book D-2878, Page 418 of Official Records, and (iv) that certain Resolution No. 67-351, recorded on November 17, 1967, as Instrument No. 3162 of Official Records (collectively, the “**Easement Areas**”), which includes a public street commonly known as West 7th Street;

WHEREAS, the Licensee desires to construct and operate a solar energy system, including solar panels, electrical conduits, equipment, and other related infrastructure (collectively, the “**Project**”), on certain real property sites situated on opposite sides of the Easement Areas, and, in connection with the Project, desires to construct underground electrical transmission and/or distribution, collection and/or similar lines and circuits, conduits and related infrastructure within the Easement Area to interconnect the Project infrastructure on the real property and facilitate the transmission and distribution of electrical power between the sites and associated facilities (collectively, the “**License Facilities**”); and

WHEREAS, the City is willing to grant the Licensee a license to install, access, operate, and maintain the License Facilities within the Easement Area, subject to the terms and conditions set forth in this License.

NOW, THEREFORE, in consideration of the above recitals and mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Licensee hereby agree as follows:

1. **Grant of License.** Licensor hereby grants to Licensee, its agents, employees, subcontractors, successors, and assigns a non-exclusive license (the “**License**”) for the purposes of installing, constructing, owning, operating, maintaining, accessing, removing, replacing and decommissioning the License Facilities within the Easement Area along the specific path identified in **Exhibit A** (the “**License Area**”).

2. **Term.** The term of this Agreement (“**Term**”) shall commence on the Effective Date and continue for a period of thirty-five (35) years from the Commercial Operation Date (as defined in the SPPA) under that certain Solar Power Purchase Agreement for Solar Photovoltaic and

Battery Energy Storage Systems (“SPPA”), dated as of May 24, 2024, by and between Licensee and the Judicial Council of California, unless terminated earlier pursuant to the provisions of this Agreement or the earlier termination of the SPPA.

3. **License Fee.** City reserves a right to collect a licensing fee, which shall not exceed \$100.00. Before any License Fee is collected the City shall provide Licensee with a 60 day written notice.

4. **City Cost Recovery.** Licensee shall reimburse City for all reasonable and documented cost incurred by the City in connection with processing the License, including staff time, legal fees and any other reasonable cost associated with the processing and approval of the License.

5. **Title to License Facilities.** Licensee or its permitted assigns shall retain full title to and be the legal and beneficial owner of the License Facilities at all times, including the right to claim any tax credits available under federal or state law related thereto. Licensor acknowledges and agrees that the License Facilities shall remain the personal property of Licensee or its permitted assigns, and shall not attach to or be considered a part of, or fixture to, the License Area. The License Facilities shall always retain their legal status as personal property.

6. **Damage, Maintenance, and Repair.** Licensee shall be responsible for any damage to the License Area or any improvements located thereon caused by Licensee, its employees, agents, contractors, or subcontractors in connection with activities performed pursuant to this License. Licensee shall, at its sole cost and expense, promptly repair or restore any such damage to a condition reasonably equivalent to that which existed immediately prior to the damage, subject to the City’s reasonable approval. If Licensee fails to make such repairs or restoration within a reasonable time after written notice from the City, the City may perform such work, and Licensee shall reimburse the City for all reasonable out-of-pocket costs it actually incurs with respect thereto. Licensee shall install or cause to be installed all License Facilities consisting of electrical conduit with at least thirty inches (30”) of cover measured between the top surface of the conduit and the finished grade or surface above it.

7. **Relocation.** In the event that the License Facilities materially interfere with the construction, operation, maintenance or repair of any public work or public improvement or require relocation by reason of traffic conditions, public safety, street construction or any public improvement or structure, the Licensee, after reasonable notice from the City, shall, at its own cost and expense, promptly protect, alter or relocate the License Facilities, or any part of the License Facilities. The parties shall endeavor to cause any such relocation to be accomplished without unreasonable disruption to, or interference with, the conduct of the Licensee’s business for the purposes set forth herein. In the event the Licensee refuses or neglects to protect, alter or relocate all or part of the License Facilities, the City shall have the right, in connection with the performance of the public work or public improvement, to break through, remove, alter or relocate all or any part of the License Facilities without any liability to the City, except the liability as is directly caused by the City’s willful misconduct or gross negligence, and the Licensee shall promptly pay to the City upon demand the costs incurred by the breaking through, removal, alteration or relocation of the License Facilities.

8. **Licensee Breach of Agreement.** The City shall notify the Licensee, in writing, of any alleged failure to comply with the provisions of this Agreement. The Licensee shall cure the breach of the Agreement within 30 days after receipt of such notice (or such longer period of time as is reasonably required in the event the breach cannot reasonably be cured within 30 days and provided the Licensee commences to cure within 30 days and diligently pursues the cure to completion and provides to the City a written explanation of why the breach cannot be cured within 30 days). If the Licensee fails to timely cure any breach, the City may, in its sole discretion, elect to cure the breach itself and the City may perform such work, and Licensee shall reimburse the City for all reasonable out-of-pocket costs it actually incurs with respect thereto. Alternatively, the City may terminate the Agreement by providing written notice of termination.

9. **Indemnity.** Licensee shall indemnify, protect, defend and hold harmless the Licensors, its employees, officers, and agents, from and against claims, demands, losses, damages, and liabilities for injuries to persons (including bodily harm or death) or damage to property (including reasonable out-of-pocket attorney's fees and costs actually incurred with respect to litigation), caused by all activities of Licensee and its agents, employees, successors, assigns, contractors or sub-contractors related to the License, unless such damages or injuries are due to the gross negligence or willful misconduct of Licensors, its agents, employees, successors, assigns, contractors or sub-contractors.

10. **Insurance.** Prior to the performance of any work pursuant to this License, Licensee shall obtain and shall keep in full force and effect a policy of general commercial liability insurance, including coverage for bodily injury, property damage, and personal injury (employee and contractual liability exclusions deleted), contractual liability, indemnification obligations under this Agreement, owner's protective liability and broad form property damage. Such policy shall (i) include Licensors, its officers, and employees as additional insureds by endorsement as their interest may appear under this License, but only for Licensee's negligent acts or omissions; (ii) be primary for all purposes; and (iii) contain standard separation of insureds provisions. The minimum limits of liability under such policy shall be \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Licensee shall require its subcontractors that perform any work pursuant to this License to maintain substantially the same insurance as required of Licensee.

11. **Hazardous Materials.** Licensee shall not introduce or use any Hazardous Materials (defined below) on or around the License Area in violation of any applicable state or federal laws. Licensee shall indemnify, defend, and hold the City harmless from any and all claims, liabilities, losses, damages, penalties, fines, judgments, out-of-pocket costs and expenses, including reasonable out-of-pocket attorney's fees and costs actually incurred by City arising during the Term from: (a) the presence, release, or discharge of Hazardous Materials on or about the License Area by Licensee or its agents, employees, contractors, subcontractors or invitees; or (b) any failure by Licensee to comply with applicable environmental laws. For purposes hereof, "**Hazardous Materials**" shall mean any chemical, substance, waste or material which has been or is hereafter determined by any applicable federal, state or local governmental authority to be capable of posing risk to health or safety, including without limitation, those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" under applicable laws.

12. **Notice Prior to Excavation.** Licensee shall comply with California Government Code §§ 4216 et seq., including but not limited to § 4216.2, commonly known as the “Call Before You Dig” law. Prior to commencing any excavation, digging, trenching, or other ground-disturbing activities under this License, Licensee shall provide advance notice by contacting the appropriate regional notification center by calling 811 or submitting an electronic ticket, in accordance with the timeframes and procedures set forth in Gov’t Code §§ 4216 et seq.

13. **Removal of the License Facilities.** Upon expiration or termination of this Agreement, Licensee shall, at its expense, remove the License Facilities from the License Area within one hundred eighty (180) calendar days of the date of such expiration or termination. Prior to installation of the License Facilities in the License Area, Licensee shall obtain a Decommissioning Bond in an amount and form acceptable to the City in order to secure the Licensee’s faithful performance of the removal of the License Facilities. Not more than once per calendar year, and not earlier than the fifth anniversary of the Effective Date, Licensor may, upon sixty (60) days' prior written notice to Licensee, request that the parties meet in good faith to review the Decommissioning Bond amount and agree on any adjustments reasonably necessary to cover the cost of the decommissioning obligations, every year from the fifth year’s anniversary date thereafter. In the event the parties are unable to agree on the adjustment to the Decommissioning Bond amount, the parties shall engage a qualified, independent third-party engineer mutually selected by the parties, at the licensee’s expense, to determine the appropriate adjustment to the Decommissioning Bond amount.

14. **Assignment.** Except as expressly provided in this section, neither this Agreement, nor any interest in it, may be assigned in whole or in part by either party without the prior written consent of the other party, not to be unreasonably withheld, conditioned or delayed. Any prohibited assignment is void ab initio. Notwithstanding any other provisions to the contrary, Licensee may assign this Agreement, in whole or in part, without Licensor’s prior consent but with notice to Licensor to the following circumstances: (a) to a lender or financial institution providing financing to the Licensee, for the purpose of securing the Licensee’s obligations under a financing arrangement; (b) to a subsidiary or affiliate of the Licensee; or (c) to any successor entity pursuant to a merger, consolidation, or acquisition of all or substantially all of the Licensee’s assets. In any case of such permitted assignment, the Licensor agrees to provide any necessary written acknowledgments and consents reasonably requested by the Licensee.

15. **Notice.** All notices pursuant to this Agreement shall be in writing and delivered personally or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; or (b) by means of prepaid overnight delivery service, addressed as follows:

If to City: 505 S. Garey Avenue
 Pomona, California 91766
 Attn: Pomona Public Works Department

If to Licensee: c/o BluePath Finance, Inc.
 921 E. Fort Avenue, Suite 120
 Baltimore, MD 21230
 Attn: Legal

With a copy to: Ballard Spahr LLP
1980 Festival Plaza Drive, Suite 900
Las Vegas, NV 89135
Attn: Matthew Vantusko

16. **Payment.** Licensee agrees to render all payments payable to the City of Pomona and mail such payments to:

Pomona City Public Works Department
505 S. Garey Avenue
Pomona, California 91766
Attn: Account Receivable

17. **Modification.** This Agreement may not be modified unless agreed to in a duly recorded instrument in writing executed by the parties who are the burdened and benefitted parties to the easement being modified.

18. **Governing Law.** This Agreement is governed by the laws of the State of California without regard to its conflict of interest principles.

19. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single document.

CITY:

CITY OF POMONA, CALIFORNIA,

APPROVED AS TO FORM

By: 
Name: Best Best & Krieger LLP
Title: City Attorney

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW]***

IN WITNESS WHEREOF, the undersigned has executed this License Agreement as of the date first above written.

LICENSEE:

**BLUEPATH SOLAR JCC POMONA
LLC**, a Delaware limited liability company

By: _____

Name:

Title:

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

On the ____ day of _____ in the year 2026 before me, _____, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)

EXHIBIT A

License Area Depiction

EXHIBIT A

A STRIP OF LAND IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, LYING WITHIN 7TH STREET, 35.00 FOOT HALF-WIDTH; AS PER A MAP RECORDED WITH THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN BOOK 377 OF RECORDED OF SURVEY AT PAGES 87 AND 88, DESCRIBED AS FOLLOWS;

COMMENCING AT A FOUND PK NAIL THE INTERSECTION OF THE CENTERLINES OF PARK AVENUE AT 7TH STREET AS SHOWN ON A MAP RECORDED WITH THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN BOOK 377 OF RECORDED OF SURVEY AT PAGES 87 AND 88; THENCE ALONG SAID CENTERLINE OF 7TH STREET NORTH 27°54'40" EAST A DISTANCE OF 404.32 FEET, THENCE NORTH 02°05'20" WEST A DISTANCE OF 35.00 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF POMONA COURTHOUSE (SOUTH) PER SAID RECORD OF SURVEY, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED LICENSE AREA; THENCE ALONG SAID SOUTH BOUNDARY LINE NORTH 27°54'40" EAST A DISTANCE OF 15.01 FEET; THENCE LEAVING SAID SOUTH BOUNDARY LINE SOUTH 04°26'50" WEST A DISTANCE OF 70.06 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF POMONA COURTHOUSE PARKING LOT PER SAID RECORD OF SURVEY; THENCE ALONG SAID NORTH BOUNDARY LINE SOUTH 27°54'40" WEST A DISTANCE OF 15.01 FEET; THENCE LEAVING SAID SOUTH BOUNDARY LINE NORTH 04°26'50" EAST A DISTANCE OF 70.06 FEET TO THE TRUE POINT OF BEGINNING, SAID LICENSE AREA CONTAINING 0.0241 ACRES.

Cameron Clark

CAMERON G. CLARK, PLS8980
LICENSE EXPIRES 09-30-2026

05-08-2026
DATE



DRAWN BY: BRO & Assoc. (JCC)	CHECKED BY: AFJP	PROJECT: JCC / POMONA COURTHOUSE SOUTH	TAB: EXHIBIT A	SHEET: 01 OF 01	DRAWING DATE: 05-08-2026
Bro & Associates, L.L.C. Planning, Surveying & Design Services Clear, Concise, Consistent 9922 Palm Grove Drive, Sacramento, CA 95827 BroAndAssociates.com 916-996-0207			EXHIBIT A - LEGAL DESCRIPTION 15' CONDUIT CROSSING LICENSE AREA CITY OF POMONA, COUNTY OF LOS ANGELES STATE OF CALIFORNIA		