

## Form of Easement Agreement EASEMENT AGREEMENT

This Easement Agreement (this “**Agreement**”) is entered into as of [REDACTED] (the “**Effective Date**”), by and between Tulare Local Healthcare District (“**Grantor**”), and EvaaS Holding Corporation, a Nevada corporation, dba XLR8America (“**Grantee**”). Grantor and Grantee are at times collectively referred to in this Agreement as the “**Parties**” or individually as a “**Party**.”

### **Recitals**

A. Grantor owns the real property commonly known as Tulare Local Health Care District, more particularly described on Exhibit A attached to this Agreement (the “**Property**”).

B. Grantor and Grantee are the parties to a Charging Station Site Host Agreement dated [REDACTED] (the “**Charging Agreement**”) under which Grantor has agreed to permit Grantee to install and operate electric vehicle charging stations and related equipment on part of the Property.

C. The Charging Agreement requires the Parties to execute and record an easement agreement granting Grantee easement rights over a portion of the Property for the installation, use, maintenance, operation, and removal of the Equipment during the Term, in accordance with the Charging Agreement.

D. The design of the Equipment is now sufficiently complete to identify the areas in which the Equipment will be installed, and the Parties are entering into this Agreement to grant the easement rights contemplated by the Charging Agreement.

### **Agreement**

For good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

#### **1. Definitions**

As used in this Agreement, the following terms have the meanings given below. Capitalized terms used but not defined in this Agreement have the meanings given to them in the Charging Agreement.

“**Access Areas**” means Grantor’s private drives, internal circulation drives, sidewalks, and parking areas located on the Property that are reasonably necessary for pedestrian and vehicular access to and from the Easement Premises, as those areas exist from time to time.

“**Construction Documents**” has the meaning given in the Charging Agreement.

“**Dedicated Stalls**” means the \_\_\_ parking spaces on the Property to be equipped with EVCS designated for electric vehicle charging, as depicted on Exhibit B.

“**Easement Premises**” means the areas on the Property identified and depicted on Exhibit B, consisting of the EVCS Area and the Utility Corridor.

“**Equipment**” means electric vehicle charging stations and all related and supporting equipment, facilities, and improvements, whether located on or below the surface of the Property, including pedestals, cabinets, power distribution equipment, conduit, conductors, transformers, switchgear, protective bollards, pads, foundations, signage, striping, stenciling, communications equipment, meters, submeters, and any replacements, substitutions, and additions, all as specified in the Construction Documents.

“**EVCS Area**” means the portion of the Easement Premises in which the EVCS and their related transformer, meter, and other surface and subsurface Equipment are to be installed, as depicted on Exhibit B.

“**EVCS**” means the electric vehicle charging station units installed by Grantee on the EVCS Area.

“**Governmental Approvals**” has the meaning given in the Charging Agreement.

“**Governmental Authority**” has the meaning given in the Charging Agreement.

“**Grantor Parties**” means Grantor, its property manager, its secured lenders, and their respective directors, managers, members, employees, shareholders, officers, trustees, agents, and assigns.

“**Hazardous Materials**” means any substance, material, or waste that is regulated, classified, or defined as hazardous, toxic, radioactive, dangerous, or as a pollutant or contaminant under any Applicable Laws, including petroleum and petroleum products, friable asbestos and friable asbestos-containing materials, polychlorinated biphenyls, radioactive materials, batteries, battery components, battery electrolytes, and any substances released or that may be released from lithium-ion batteries or other electric vehicle batteries, including during or because of charging, overcharging, thermal runaway, fire, collision, or other malfunction or incident on the Easement Premises. Notwithstanding the foregoing, Hazardous Materials shall not include materials contained in third-party vehicles or introduced onto the Property by third parties other than Grantee or its contractors.

“**Removal Period**” means the period of 30 days following the end of the Term (subject to extension for Approval Delays as provided in the Charging Agreement), during which Grantee may access the Easement Premises solely to remove Equipment and restore the Property in accordance with this Agreement and the Charging Agreement.

“**Term**”, subject to Section 3.1 below, means the period commencing on the Effective Date and continuing for fifteen (15) years from the Fee Commencement Date, together with two (2) successive five (5) year renewal periods exercisable at Grantee’s sole option upon written notice delivered not less than ninety (90) days prior to expiration of the then-current Term.

“**Utility Corridor**” means the portion of the Easement Premises in which the parts of the Equipment consisting of utility service lines, conduit, conductors, and related infrastructure connecting the EVCS and other Equipment to the utility company’s facilities are to be installed, as depicted on Exhibit B.

## **2. Grant of Easements**

### **2.1. Equipment Easement**

Grantor hereby grants to Grantee an exclusive easement in gross over the EVCS Area for the installation, use, operation, maintenance, repair, replacement, and removal of the Equipment, whether located on or below the surface of the Property, during the Term and the Removal Period, in accordance with the Charging Agreement and this Agreement.

### **2.2. Utility Corridor Easement**

Grantor hereby grants to Grantee an exclusive easement in gross over the Utility Corridor for the installation, use, operation, maintenance, repair, replacement, and removal of the parts of the Equipment consisting of conduit, conductors, utility service lines, and related infrastructure serving the EVCS, during the Term and the Removal Period, in accordance with the Charging Agreement and this Agreement.

### **2.3. Access Easement**

Grantor hereby grants to Grantee a nonexclusive easement over the Access Areas as follows:

- (a) Grantee and its employees, contractors, and agents may use the Access Areas for vehicular and pedestrian access to and from the Easement Premises for the installation, operation, maintenance, repair, replacement, and removal of the Equipment during the Term and the Removal Period, subject to the terms of the Charging Agreement.

- (b) Users of the EVCS may use the vehicular traffic circulation areas within the Access Areas solely for vehicular ingress and egress to and from the Dedicated Stalls for the purpose of vehicle charging during the Term.
- (c) The access rights granted under this Section 2.3 are subject to the following limitations:
  - (1) The access rights granted under this Section 2.3 do not constitute a public right of way and do not dedicate any portion of the Access Areas or the Property to public use.
  - (2) No rights are created in any third party (including users of the EVCS) as third-party beneficiaries of this Agreement.
  - (3) Access rights under this Section 2.3 terminate upon the termination of this Agreement and the expiration of the Removal Period.
- (d) Access by Grantee and users of the EVCS shall not unreasonably interfere with the use of the Property by Grantor, its tenants, occupant, invitees, licensees and others.
- (e) Grantor shall not alter traffic flow, parking configuration, signage, landscaping, or utility routing in a manner that materially impairs visibility of or access to the Equipment without Grantee's prior written consent, not to be unreasonably withheld.

**2.4. Nonexclusive Nature**

Except for the exclusive easements granted over the EVCS Area and Utility Corridor, all other easements granted under this Agreement are nonexclusive.

**2.5. Exclusive Charging Covenant**

During the Term, Grantor shall not, and shall not permit any tenant, occupant, licensee, or other party claiming through Grantor to install, operate, or permit installation or operation of electric vehicle charging equipment that charges a fee for public or semi-public use anywhere on the Property.

This restriction shall not apply to (i) Level 2 charging equipment used solely by tenants or employees and not offered to the public for a fee, (ii) private fleet charging not available for public use, or (iii) charging required by Applicable Laws.

This covenant shall be deemed a covenant running with the land and shall bind Grantor and any successor owner of the Property during the Term.

**2.6. Equipment Not a Fixture**

The Equipment will not become a fixture to the Property and will remain the personal property of Grantee during the Term, except for distribution equipment owned by the local power utility.

**3. Term**

**3.1. Removal Period**

Following the end of the Term (as it may be extended or abbreviated), Grantee may access the Easement Premises during the Removal Period solely to remove Equipment and restore the Property in accordance with the Charging Agreement and this Agreement. Grantee shall not operate the EVCS during the Removal Period.

**3.2. Relocation**

Relocation shall be governed by the Charging Agreement, and any relocation required by Grantor shall not materially impair visibility, access, stall count, or utility capacity.

#### **4. Permitted Use**

##### **4.1. Scope**

Grantee shall use the Easement Premises solely for the installation, operation, maintenance, repair, replacement, and removal of the Equipment in accordance with the Charging Agreement and this Agreement.

##### **4.2. Compliance with Law**

Grantee shall comply with all applicable laws, statutes, regulations, rules, or orders (collectively, the "Applicable Laws") and Governmental Approvals in its use of the Easement Premises.

##### **4.3. Compliance with Charging Agreement**

Grantee shall comply with all applicable provisions of the Charging Agreement in its use of the Easement Premises.

##### **4.4. Utility Capacity Protection**

Grantor shall not reduce or impair electrical capacity serving the Equipment and shall not approve tenant improvements or modifications that materially diminish available electrical capacity without Grantee's prior written consent.

##### **4.5. No Interference with Property**

Grantee shall not use the Easement Premises in any manner that unreasonably interferes with the use or operation of the Property by Grantor, its tenants, or others, or that creates a nuisance.

#### **5. Quiet Enjoyment**

Grantor covenants that Grantee shall have peaceful and undisturbed use and enjoyment of the Easement Premises during the Term without interference from Grantor or parties claiming through Grantor.

#### **6. Removal and Restoration**

Upon the expiration of the Term, Grantee shall remove the Equipment and restore the Easement Premises and other affected portions of the Property if and as required by the Charging Agreement. Grantee shall obtain all Governmental Approvals required for the removal of the Equipment and provide copies of those approvals to Grantor. If Grantee fails to remove Equipment that it is required to remove within 60 days following the expiration of the Removal Period, the Equipment will be deemed abandoned and Grantor will be entitled to the remedies provided in the Charging Agreement.

#### **7. Insurance**

Grantee shall maintain, and cause its contractors to maintain, all insurance required by the Charging Agreement and shall provide Grantor all documentation with respect thereto required by the Charging Agreement.

#### **8. Indemnification**

**Grantee shall, at its sole cost and expense, indemnify, defend (with counsel reasonably acceptable to Grantor), and hold harmless the Grantor Parties and their respective officers, employees, agents, lenders, trustees, contractors, successors, and assigns from and against any and all losses, costs, damages, claims, liabilities, and expenses (including attorneys' fees and costs of defense and of enforcing the indemnification obligations provided in this Agreement) suffered by any of the Grantor Parties or asserted against the Grantor Parties by others in connection with, arising from, or related to any of the following causes or matters, except to the extent resulting from the negligence, willful misconduct, or breach of this Agreement of the Grantor Party to be indemnified: (a) the construction, use, maintenance, presence, or removal of the Equipment or any conduct of Grantee or anyone acting on its behalf in connection with the Equipment or this Agreement; (b) Grantee's access to the Easement Premises and Equipment (except to the extent of any gross negligence or willful**

**misconduct of Grantor Parties; (c) any breach by Grantee of this Agreement or the Charging Agreement; (d) any litigation, action, application, suit, investigation, hearing, claim, grievance, any civil, administrative, regulatory, or criminal proceeding or investigation, any arbitration proceeding, or other similar proceeding against Grantee to which Grantor Parties or any of their employees, contractors, servants, or agents is made a party as a result of the existence of this Agreement, except to the extent resulting from any gross negligence or intentional misconduct by the applicable Grantor Party or Grantor's breach of this Agreement; (e) any actual or alleged infringement of any intellectual property right relating to the Equipment; (f) any actual or alleged unfair competition or other similar claim arising out of the operations of Grantee related to this Agreement or the Charging Agreement; and (g) any violation of Applicable Laws by Grantee or any of its employees, contractors, agents, or representatives.** The indemnification obligations of Grantee under this Section 8 survive the expiration or earlier termination of this Agreement with respect to any claim, liability, or other matter arising out of circumstances that occurred before that expiration or termination.

## **9. Hazardous Materials**

### **9.1. Prohibited Activities**

Grantee shall not cause or permit any Hazardous Materials to be brought upon, stored, used, generated, treated, discharged, released, or disposed of on, under, or about the Easement Premises or Property, except for (a) materials contained within sealed components of the Equipment in the ordinary course of its operation and in compliance with all Applicable Laws, and (b) ordinary cleaning and maintenance supplies in quantities reasonably necessary for Grantee's operations and used in compliance with all Applicable Laws.

### **9.2. Remediation Obligations**

If any release, discharge, or disposal of Hazardous Materials occurs on or about the Easement Premises or Property as a result of Grantee's use of the Easement Premises, the Equipment, or any incident described in Section 9.1, Grantee shall, at its sole cost and expense:

- (a) immediately notify Grantor and any applicable Governmental Authority of the release;
- (b) take all actions necessary to respond to and contain the release, protect human health and safety, and prevent further release or migration of Hazardous Materials;
- (c) investigate, remediate, and clean up the release in compliance with all Applicable Laws and to the satisfaction of any Governmental Authority with jurisdiction;
- (d) restore the Easement Premises and any other affected portions of the Property to their condition existing before the release, including repair or replacement of any improvements, landscaping, pavement, or other property damaged by the release or the remediation; and
- (e) provide Grantor with copies of all reports, correspondence, and other documents submitted to or received from any Governmental Authority relating to the release.

### **9.3. Indemnification for Hazardous Materials**

Grantee shall indemnify Grantor solely for Hazardous Materials introduced to the Property by Grantee or originating from the Equipment. Grantee shall not be responsible for Hazardous Materials originating from third-party vehicles, tenants, or other sources not caused by Grantee's negligence or willful misconduct.

### **9.4. Grantor's Right to Remediate**

If Grantee fails to promptly commence and diligently pursue to completion any required response, remediation, cleanup, or restoration under this Section 9, or if Grantor reasonably determines that emergency action is necessary to protect human health, safety, or the environment, Grantor may

take any actions Grantor deems necessary or appropriate, and Grantee shall reimburse Grantor's costs upon demand, together with an administrative fee of 15% of those costs.

**9.5. Survival**

The obligations of Grantee under this Section 9 survive the expiration or earlier termination of this Agreement.

**10. Liens**

Grantee shall not at any time cause or permit any lien or encumbrance of any kind to affect the Property on account of the Equipment or Grantee's activities under this Agreement. If any mechanics' lien is filed or claim of lien made for work or materials furnished to the Easement Premises or Property for or at the request of Grantee, Grantee shall, at its expense, discharge the lien by payment and release or by substitution of a bond in accordance with Applicable Laws within 20 days after the filing or claim. If Grantee does not timely cause the lien or claim to be discharged, Grantor may discharge the lien or claim, and Grantee shall reimburse upon demand the amount paid, as well as attorneys' fees and other expenses incurred by Grantor. Grantor will have no duty to investigate or evaluate the validity or merit of a third party's lien or claim before discharging it, and the ultimate validity, invalidity, or merit of the lien or claim will have no effect on Grantee's obligation to pay Grantor's costs and expenses of discharging it.

This Section 10 does not prohibit Grantee from granting a personal property security interest in Equipment owned by Grantee in connection with its financing activities, on condition that the security agreement does not purport to grant any interest in the real property comprising the Property.

**11. Term Confirmation and Adjustment**

**11.1. Term Confirmation Memorandum**

Promptly after the Fee Commencement Date is established under the Charging Agreement, the Parties shall execute and record a memorandum in the form of Exhibit C attached to this Agreement (the "**Term Confirmation Memorandum**"), confirming the Fee Commencement Date and the scheduled expiration date of the Term.

**11.2. Amendments for Extensions**

If the Term is extended under the Charging Agreement for any reason provided in the Charging Agreement, the Parties shall promptly execute and record an amendment to this Agreement confirming the extended expiration date. Neither Party shall unreasonably delay the execution of any such amendment.

**12. Certain Waivers**

**12.1. Waiver of Rights of Recovery.**

**Each Party waives claims against the other for damage to property to the extent covered by insurance carried by the waiving Party. Each Party shall cause its insurers to waive subrogation rights against the other.**

**12.2. Waiver of Certain Types of Damages**

**Each Party waives consequential and punitive damages arising from this Agreement, except in connection with indemnity obligations, exclusivity breaches, or willful misconduct.**

**13. Estoppel Certificates**

Upon Grantor's written request (not more than twice in any calendar year), Grantee shall, within 15 days after receipt of the request, deliver to Grantor a signed certificate certifying such matters relating to this Agreement as Grantor may reasonably request. Failure to deliver an estoppel certificate shall not constitute deemed certification. The requesting Party's sole remedy shall be specific performance.

**14. Release Upon Termination**

Within fifteen (15) days after the effective date of a final termination of the easement rights under this Agreement (including expiration of the Removal Period), and following written notice from Grantor confirming such termination, Grantee shall execute and deliver to Grantor a recordable release of this Agreement in commercially reasonable form.

If Grantee fails to deliver such release within such fifteen (15) day period, and the termination is not subject to a good faith dispute by Grantee or any financing party, Grantor may deliver a second written notice providing an additional ten (10) day opportunity to cure. If Grantee fails to deliver the release within such additional period, Grantee hereby irrevocably appoints Grantor as its attorney-in-fact, coupled with an interest, solely for the limited purpose of executing and recording a release reflecting the termination of this Agreement. This appointment shall not apply if the termination is subject to a pending good faith dispute or if a financing party is exercising cure rights.

**15. Recording**

Grantee shall record this Agreement in the real property records of Tulare County, CA at Grantee's sole expense promptly after the Parties have executed this Agreement and obtained the lender consent described in the Lender Consent attached to this Agreement. Grantee shall provide Grantor with a conformed recorded copy of this Agreement within ten days after recording.

**15A. Subordination; Non-Disturbance.**

This Agreement shall be subordinate to existing mortgages, provided that the holder thereof executes and delivers a commercially reasonable subordination, non-disturbance and attornment agreement confirming that this Agreement shall not be extinguished by foreclosure so long as Grantee is not in material uncured default.

Grantor shall use commercially reasonable efforts to obtain equivalent protection from future lenders.

**16. Amendment**

This Agreement may be amended only by a written instrument signed by both Parties and recorded in the real property records of Tulare County, CA.

**17. Notices**

All notices under this Agreement shall be given in accordance with the notice provisions of the Charging Agreement, which are incorporated in this Agreement by reference. The Parties' addresses for notices are those stated in the Charging Agreement unless changed in accordance with those provisions.

**18. Governing Law**

The validity and effect of this Agreement are governed by and construed in accordance with the laws of the state in which the Property is located.

**19. Jury Trial Waiver**

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

**20. Attorneys' Fees**

If either Party initiates legal action to enforce or interpret this Agreement or for breach of this Agreement, the Party, if any, prevailing on the more substantial portion of its claims and defenses will be entitled to recover its costs, expenses, and reasonable attorneys' fees at both trial and on appeal, in addition to any other remedies allowed by law.

**21. No Third-Party Beneficiaries**

Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a Party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any provisions contained in this Agreement, except for the rights of Grantor Parties as beneficiaries of Grantee's indemnity obligations. Without limiting the foregoing sentence, users of the EVCS do not acquire any rights under this Agreement.

**22. Successors and Assigns; Transfer Limitations**

This Agreement and the easements, covenants, and obligations contained in this Agreement run with the land comprising the Property and bind and benefit the Parties and their respective heirs, successors, and assigns. Any successor owner of the Property shall be bound by the terms of this Easement Agreement without the necessity of executing any further instrument. Grantee's interest in the easements granted herein is that of an easement in gross that cannot be transferred separately from Grantee's interest in the Charging Agreement. Grantee may assign this Agreement without Grantor consent to (i) an affiliate, (ii) any financing party or collateral agent, or (iii) any purchaser of all or substantially all of Grantee's electric vehicle charging assets, provided the assignee assumes Grantee's obligations. Grantee shall provide notice of such assignment within thirty (30) days following closing. All other assignments require consent not unreasonably withheld. Further, for any such assignment to be valid, Grantee's assignee must assume in writing all of Grantee's obligations under this Agreement and under the Charging Agreement.

**23. Miscellaneous**

**23.1. Force Majeure**

Neither Party shall be deemed in default for failure to perform non-monetary obligations due to events beyond its reasonable control, including governmental delay, utility interruption, supply chain disruption, labor shortages, or acts of God. Performance shall be extended for the duration of such event.

**23.2. Severability**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that holding will not affect the validity or enforceability of any other provision of this Agreement, and the invalid or unenforceable provision will be deemed modified to the minimum extent necessary to make it valid and enforceable.

**23.3. Headings**

The headings in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.

**23.4. Counterparts**

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page of this Agreement to the other Party by facsimile transmission or other electronic means, and that delivery will constitute delivery of an executed copy of this Agreement to the other Party. The Parties consent to the use of electronic signatures for this Agreement under the Uniform Electronic Transactions Act and the federal E-SIGN Act, as applicable.



23.5. **Entire Agreement**

This Agreement, together with the Charging Agreement and the exhibits thereto and hereto, constitutes the entire understanding between the Parties regarding the easement rights granted under this Agreement. Nothing in this Agreement is to be deemed or construed to waive or limit any of the obligations or liabilities of Grantee under the Charging Agreement. The provisions of this Agreement and under the Charging Agreement are intended to be construed harmoniously such that, to the extent of any direct conflict between a provision of this Agreement and any provision of the Charging Agreement, the Charging Agreement shall control as to operational matters and this Agreement shall control as to real property matters.

Signed and acknowledged by the Parties below:

**GRANTOR:**

**Tulare Local Healthcare District**

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

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

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

**GRANTEE:**

**Evaas Holding Corporation**, a Nevada corporation, dba XLR8America

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

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

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

**LENDER CONSENT**

**INSERT LENDER NAME** (“**Lender**”), the beneficiary of the Deed of Trust recorded on \_\_\_\_\_ at Reception No. \_\_\_\_\_ in the real property records of Tulare County, CA, encumbering the Property described in the foregoing Easement Agreement, hereby consents to the Easement Agreement and agrees that, provided that Grantee is not then in material uncured default under the Easement Agreement following written notice and the expiration of all applicable notice and cure periods, the Easement Agreement will not be extinguished by any such foreclosure, and Lender and any purchaser at a foreclosure sale will recognize the Easement Agreement and Grantee’s rights thereunder.

**INSERT LENDER NAME**

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

**Exhibit A to Easement Agreement  
Legal Description of Property**

1437 East Prosperity Ave  
Tulare, CA 93274-7795

[To be inserted — lot and block description from the recorded plat for the Property.]

**Exhibit B to Easement Agreement**  
**Easement Premises**

[To be inserted — legal description and depiction of the Easement Premises, including the EVCS Area, Dedicated Stalls, and Utility Corridor, to be prepared by Grantee’s surveyors and engineers based on the approved Construction Documents.]

**Exhibit C to Easement Agreement  
Form of Term Confirmation Memorandum  
TERM CONFIRMATION MEMORANDUM**

This Term Confirmation Memorandum (this “**Memorandum**”) is executed as of \_\_\_\_\_, by and between **Tulare Local Healthcare District**, a **INSERT COMPANY TYPE** (“**Grantor**”), and EvaaS Holding Corporation, a Nevada corporation, dba XLR8 America (“**Grantee**”).

**Recitals**

A. Grantor and Grantee are parties to an Easement Agreement dated \_\_\_\_\_ and recorded on \_\_\_\_\_ at Reception No. \_\_\_\_\_ in the real property records of Tulare County, CA (the “**Easement Agreement**”).

B. Section 10.1 of the Easement Agreement requires the parties to execute and record this Memorandum to confirm the Fee Commencement Date and the scheduled expiration date of the Term, each as defined in the Easement Agreement.

**Confirmation**

The parties confirm the following:

1. The Fee Commencement Date (as defined in the Charging Agreement referenced in the Easement Agreement) is \_\_\_\_\_.
2. The scheduled expiration date of the initial Term is \_\_\_\_\_ (being the last day of the month that is 180 months after the Fee Commencement Date), subject to extension pursuant to the renewal options contained in the Easement Agreement.
3. The Term remains subject to earlier termination by recorded amendment as provided in the Easement Agreement and Charging Agreement.
4. This Memorandum confirms certain dates under the Easement Agreement but does not otherwise modify the Easement Agreement.
5. As confirmed in this Memorandum, all terms and conditions of the Easement Agreement remain in full force and effect.

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