

## SUPERCHARGER LEASE AGREEMENT

This Supercharger Agreement (this "**Agreement**") is effective as of the date last signed below ("Effective Date") by and between City of Carson, a California municipal corporation ("**Counterparty**") and Tesla, Inc., a Delaware corporation ("**Tesla**"). Tesla and Counterparty are each referred to herein as a "**Party**" and collectively as the "**Parties.**"

**WHEREAS**, Tesla, through the provision of electric vehicle charging services at the Property, will provide value to Counterparty by attracting electric vehicle drivers to the Property; and

**WHEREAS**, provision of electric vehicle charging services at the Property will serve a public purpose by contributing to the reduction of vehicle carbon emissions; and

**WHEREAS**, Counterparty is the sole owner of the Property; and

**WHEREAS**, Counterparty acknowledges the value of having an electric vehicle charging at the Property.

**NOW THEREFORE**, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **CONTACT INFORMATION:**

**Counterparty:**

City of Carson  
701 East Carson  
Carson, California 90745.  
Attention: Director of Public Works  
Phone: (310) 830-7600  
Email: ejwhitman@carsonca.gov

**Tesla:**

Tesla, Inc.  
3500 Deer Creek Road  
Palo Alto, CA 94304  
Attention: Supercharger Team  
Phone: (650) 681-5000

**With a copy to:**

Email: superchargerhost@tesla.com

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24-hour Technical Support & Service:  
877-79-TESLA (877-798-3752)

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2. **PREMISES:** Counterparty hereby leases to Tesla, and Tesla hereby leases from Counterparty, twenty (20) parking spaces, up to five (5) feet of additional parking width to provide disability access and approximately 200-400 square feet of space for equipment, all as depicted on Exhibit A attached hereto (the "**Premises**") on an as-is basis, except as otherwise provided for herein, in order to build a Supercharger Station (as defined in Exhibit B), subject to the terms of this Agreement. The Premises are located on the property commonly known as Congresswoman Juanita Millender-McDonald Community Center (the "**Carson Community Center**"), located at 801 E Carson St, Carson, CA 90745 (the "**Property**").

3. **FOOTPRINT:** A total of twenty (20) parking spaces shall be outfitted with Superchargers (as defined in Exhibit B) to serve as dedicated charging stalls ("**Dedicated Stalls**").

4. **CONSTRUCTION AND ALTERATIONS:** Tesla shall, at its' sole cost, make alterations to the Premises and construct the Supercharger Station ("**Tesla's Work**"). Tesla acknowledges that Tesla's Work shall only begin after: (a) Counterparty has approved the plans and specifications, including equipment locations (the "**Approved Plans**"); (b) Tesla has provided Counterparty written notice at least fifteen (15) calendar days prior to commencing work; and (c) Tesla has obtained all permits and approvals required by applicable governing bodies, including Counterparty. Any alterations to the Approved Plans or Supercharger Station shall be approved in writing in advance by Counterparty. Counterparty's approval of the plans and specifications, and of any alterations to the Approved Plans or Supercharger Station, may be by e-mail and shall not be unreasonably withheld, conditioned or delayed. Tesla shall promptly repair any damage to the Property caused by Tesla, its agents, contractors and employees while performing Tesla's Work. Tenant shall provide written notice as soon as is reasonably practicable but no later than two (2) business days to Counterparty whenever Tesla, its employees, agents, servants, contractors or subcontractors, or any of their employees, agents, or servants causes damage to the Premises, Property, or any portion thereof. Tesla shall perform a one-time surface improvement in and around the parking lot for the proposed EV charging project area within the Property, with Tesla to be responsible for the costs related to such improvement not to exceed Seventy-Five Thousand Dollars (\$75,000.00). The Improvements may include, but are not limited to, drought tolerant landscaping, irrigation, shade trees, asphalt resurfacing, curb and gutter modifications, equipment screening, painting, striping, and lighting; provided that upon the completion of such work, Counterparty shall be responsible for such maintenance in accordance with this Agreement. Notwithstanding anything herein to the contrary, Counterparty acknowledges and agrees that Tesla shall have no obligation to make any structural improvements or repairs to the Property.
5. **POSSESSION DATE:** The first date that Tesla may enter the Premises and Property to begin Tesla's Work shall be the date that Tesla has obtained all permits and approvals required by applicable governing bodies to commence Tesla's Work (the "**Possession Date**").
6. **DUE DILIGENCE PERIOD:** Tesla shall have the option to terminate this Agreement within three hundred sixty-five (365) days following the Effective Date ("**Due Diligence Period**") in the event that: (a) Tesla is unable to obtain all permits and approvals required by applicable governing bodies; (b) Tesla, in its reasonable business judgment, would incur substantial costs to bring utility services to the Premises or incur other unanticipated costs to construct the Supercharger Station; or (c) the environmental reports obtained by Tesla or delivered to Tesla from Counterparty, if any, reveal environmental contamination at the Property, provided that all such reports shall remain confidential. Should Tesla seek to exercise its' rights under subsections (a) and (b) of this Section 6, Tesla shall provide Counterparty written notice as soon as practicable but in no event later than thirty (30) calendar days after Tesla learns of same. In the event that Tesla terminates the Agreement pursuant to this Section 6, Tesla shall deliver written notice of termination to Counterparty and this Agreement shall be of no further force or effect.
7. **NON-EXCLUSIVE LICENSE:** Counterparty hereby grants to Tesla an irrevocable, non-exclusive area license, during the Term, for reasonable ingress and egress over and across the Property immediately abutting the Premises seven (7) days a week, twenty-four (24) hours per day for the sole purpose of gaining access to the Premises for the Permitted Use and to permit Tesla to run subsurface electrical lines to the Premises. Counterparty further agrees to provide reasonable cooperation and assistance to Tesla in executing any utility easements reasonably required by the applicable utility providers to provide utility services to the Premises as contemplated herein.

8. **COMMENCEMENT DATE:** Tesla shall open the Supercharger Station to the public (the "**Commencement Date**") within three hundred and sixty-five (365) days following the Possession Date, provided that such time shall be extended to the extent a delay is due to permitting, utility, or other requirements beyond Tesla's reasonable control, or is due to Force Majeure (as defined in Section 36). Tesla shall deliver written notice to Counterparty promptly following the Commencement Date to confirm such date for recordkeeping purposes.
9. **TERM:** The initial term of this Agreement shall begin on the Commencement Date and shall expire five (5) years from the last day of the month in which the Commencement Date occurs (the "**Initial Term**"). Tesla shall have two (2) options to extend the term of this Agreement for an additional five (5) years each (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"), upon the same terms contained in this Agreement, provided that no Event of Default (as defined in Section 18) by Tesla exists at the time of extension. Tesla shall exercise the option for each Renewal Term by giving written notice to Counterparty no later than thirty (30) days prior to the expiration of the Initial Term or Renewal Term, as applicable.
10. **REMOVAL:** Tesla shall, at its' sole cost, remove the Trade Fixtures (as defined in Exhibit B) promptly following expiration or sooner termination of this Agreement and restore the Premises to a condition commensurate with the rest of the Property, subject to exceptions for reasonable wear and tear and damage by casualty or condemnation. Counterparty agrees that all Trade Fixtures and related intellectual property are and shall remain the personal property of Tesla. The Infrastructure (as defined in Exhibit B) shall be left in a safe condition and shall become the property of Counterparty upon expiration or sooner termination of this Agreement (except for Infrastructure that is upstream of the meter, which is and shall remain the property of the utility).
11. **UTILITIES:** Tesla agrees to arrange and pay the charges for all Tesla-related utility services provided or used in or at the Premises commencing as of the Possession Date. Tesla shall pay directly to the utility company the cost of installation of any and all such Tesla-related utility services and shall arrange to have the utility service separately metered. Counterparty shall not be responsible for any damages suffered by Tesla in connection with the quality, quantity or interruption of utility service, unless the cause of the disruption or damage was Counterparty's gross negligence or intentional misconduct.
12. **USE:** Tesla shall use and occupy the Premises during the Term to install, operate and maintain a Supercharger Station and for incidental purposes, which may include generating photovoltaic electricity and operating an energy storage system ("**Permitted Use**"). Tesla is authorized to operate and collect payment for use of the Supercharger Station year-round, twenty-four (24) hours per day and seven (7) days per week.
13. **MAINTENANCE:** Tesla shall be responsible for maintaining the Supercharger Station (including repair and replacement of equipment, as necessary) in a first-class manner, at its sole cost, reasonable wear and tear excepted, and Counterparty shall have no liability for damage to the Supercharger Station unless caused by Counterparty's gross negligence or intentional misconduct. Notwithstanding the foregoing, Counterparty's normal responsibility to maintain the common areas of the Property shall also apply to the Premises, such as for trash removal, snow removal, repaving and restriping, and Counterparty agrees to coordinate such maintenance with Tesla pursuant to Section 14. If Tesla determines that additional trash cans are needed in the Premises in its reasonable discretion, Tesla will notify Counterparty and Counterparty shall promptly install

such trash cans at Tesla's sole cost. Counterparty shall not be responsible for any damage to the Supercharger Station caused by members of the public. Tesla shall promptly repair any damage to the Premises or the Property caused by Tesla, its employees, officers, volunteers, agents and contractors during construction, maintenance and operations.

14. **TEMPORARY IMPAIRMENT:** Tesla agrees that Counterparty shall have the right to temporarily access and/or temporarily restrict access to a portion of the Premises to perform routine parking lot maintenance, provided that Counterparty shall use commercially reasonable efforts to minimize any impairment of the Premises, including, without limitation, by limiting such impairment to times of day and days of the week that are not busy charging periods, and except in the case of snow removal, garbage collection or an emergency, Counterparty shall provide Tesla at least thirty (30) days advance written notice stating the date, time, duration and scope of the planned impairment.
15. **COUNTERPARTY COVENANTS:** Counterparty represents that: (a) it is the owner of the Property and has the power and authority to enter into this Agreement on the terms hereof; (b) it has obtained any required consents to enter into this Agreement; (c) the Property is subject to no conditions, restrictions or covenants incompatible with the Permitted Use; and (d) this Agreement does not violate any agreement, lease or other commitment by which Counterparty is bound. Counterparty shall not take any action that would impair or interrupt the use of the Premises or Supercharger Station, except as permitted in Section 14. Counterparty agrees to notify Tesla within a commercially reasonable time if (x) it has knowledge of third-parties impairing or misusing, as determined by Counterparty in its reasonable discretion, the Supercharger Station, or (y) it obtains knowledge of a needed repair, as determined by Counterparty in its reasonable discretion, to the Supercharger Station. If non-Tesla motorists repeatedly park in the Dedicated Stalls, thereby impairing use of the Dedicated Stalls, then the Parties shall reasonably cooperate to allow Tesla to implement an appropriate and effective strategy for preventing such impairment at Tesla's sole cost, which may include, without limitation, alternative signage and painted asphalt.
16. **PAYMENTS TO COUNTERPARTY:** Other than parking fees charged to all users of the Property, or as otherwise specifically provided for in this Agreement, Counterparty shall have no right to request or accept payment from Tesla, users of the Supercharger Station or any other third-parties in connection with the Supercharger Station.
17. **TAXES AND ASSESSMENTS:** Tesla shall pay any sales, use or similar taxes or assessments (except income taxes and taxes based on Counterparty's gross receipts or revenues), which are assessed on Counterparty or due by Counterparty by reason of this Agreement or Tesla's use of the Premises and Property. Tesla shall also pay before delinquency, all taxes assessed against personal property of Tesla which may be located in or upon the Premises. Tesla agrees to pay, before delinquency, all such taxes levied.

Additionally, Tesla understands and acknowledges that the property interest granted in this Agreement may be subject to a possessory interest tax levied by a government agency pursuant to Section 107 of the Revenue and Taxation Code, Section 33673 of the Health and Safety Code, or other provision of state or local law. Tesla shall pay any such tax directly to the taxing authority following receipt of a written notice from Counterparty stating that such tax is due, with adequate supporting documentation showing the amount of such possessory interest tax. Tesla shall have

the right to challenge the assessment of any possessory interest tax and Counterparty, at Tesla's expense, shall reasonably cooperate in such challenge.

18. **SIGNAGE:** Subject to applicable Laws (as defined in Section 38), Tesla shall install signage for the Dedicated Stalls substantially similar to the signage represented in Exhibit B ("**Signage**"). Any material revisions or additions to the Signage shall be subject to Counterparty approval, which shall not be unreasonably withheld, conditioned or delayed.
19. **DEFAULT:** Each of the following shall constitute an "**Event of Default**" under this Agreement:
  - A. **Breach:** The failure by either Party to perform or observe any material term or condition of this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the other Party, provided, however, that if the nature of such default is such that it cannot reasonably be cured within such thirty (30) day period and the defaulting Party commences to cure within the thirty (30) day period and proceeds with diligence and continuity, then such Party shall have additional time to cure as is reasonably required.
  - B. **Bankruptcy; Insolvency:** The appointment of a receiver or trustee to take possession of all or substantially all of the assets of Tesla located at the Premises if possession is not restored to Tesla within sixty (60) days; or a general assignment by Tesla for the benefit of creditors; or any action or proceeding is commenced by or against Tesla under any insolvency or bankruptcy act, or under any other statute or regulation having as its purpose the protection of creditors and, in the case of actions filed against Tesla, is not discharged within sixty (60) days.
20. **REMEDIES:** Counterparty and Tesla acknowledge and agree that each Party shall have all remedies available at law or in equity if an Event of Default by the other Party has occurred and is continuing. In addition, if an Event of Default by Tesla has occurred and is continuing, then Counterparty, may: (a) continue this Agreement in effect by not terminating Tesla's right to possession of said Premises and thereby be entitled to enforce all Counterparty's rights and remedies under this Agreement; (b) bring an action to recover and regain possession of said Premises in the manner provided by the laws of eviction of the state where the Premises are located then in effect; or (c) terminate this Agreement provided that Counterparty shall send Tesla a 2<sup>nd</sup> written notice prior to terminating this Agreement and if Tesla fails to commence to cure the Event of Default within fifteen (15) days of the 2<sup>nd</sup> written notice. Additionally, in the event that Tesla abandons the Premises for a continuous period of sixty (60) days or more, Counterparty shall have the right to terminate this Agreement following thirty (30) days' written notice to Tesla. In the instance of such a termination, Counterparty shall have the right (without any obligation) to remove and store the Trade Fixtures, at Tesla's sole cost and expense and restore the Premises as provided above. Upon notice, Tesla shall promptly reimburse Counterparty for the documented removal, storage and restoration costs incurred by Counterparty. This Section 0 shall survive the termination or expiration of this Agreement.
21. **EXCLUSIONS:** Notwithstanding anything herein to the contrary, each Party expressly releases the other from any claims for, speculative, indirect, consequential or punitive damages, including any lost sales or profits of the other Party.

22. **ASSIGNMENT:** Tesla shall not assign this Agreement voluntarily or by operation of law, or any right hereunder, nor sublet the Premises or any part thereof, without the prior written consent of Counterparty, which shall not be unreasonably withheld, conditioned or delayed; provided that the foregoing prohibition shall not limit Tesla's ability to transfer this Agreement to a Tesla Affiliate. "**Affiliate**" of a Party is an entity that controls, is controlled by or is under common control with that Party, where "**control**" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, through ownership of voting securities, by contract or otherwise.
23. **INDEMNIFICATION:**
- A. **Counterparty:** Except to the extent a claim arises from any negligence or willful misconduct of a Counterparty Indemnified Party, Tesla hereby agrees to indemnify, hold harmless and defend Counterparty, its Affiliates and their respective directors, officers, managers, members, employees, agents and representatives (each a "**Counterparty Indemnified Party**") from and against all losses, claims, damages, costs, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments ("**Indemnified Claims**") on account of or arising out of or alleged to have arisen out of any third party claim directly related to: (i) Tesla's breach of this Agreement; (ii) construction, operation, use or maintenance of the Supercharger Station, Tesla's Work, or the Premises by Tesla, its Affiliates and their respective directors, officers, managers, members, employees, contractors, agents and representatives; (iii) any injury to persons, loss of life, or injury or damage to real or tangible personal property occurring on or about the Premises or on the ways immediately adjoining the Premises and (iv) any violation or claimed violation of the State's prevailing wage laws.. Tesla's obligations with respect to indemnification hereunder shall survive, notwithstanding the expiration or termination of this Agreement, as to claims arising or accruing prior to the expiration or termination of this Agreement.
- B. **Tesla:** Except to the extent a claim arises from any negligence or willful misconduct of a Tesla Indemnified Party, Counterparty hereby agrees to indemnify, hold harmless and defend Tesla, its Affiliates and their respective directors, officers, managers, members, employees, agents and representatives (each a "**Tesla Indemnified Party**") from all losses and liabilities, including court costs and reasonable attorneys' fees, on account of or arising out of or alleged to have arisen out of any third party claim directly related to: (i) Counterparty's gross negligence or intentional misconduct; or (ii) Counterparty's breach of any representation or warranty provided under this Agreement.
- C. All obligations with respect to indemnification hereunder shall survive the expiration or earlier termination of this Agreement, as to claims arising or accruing prior to the expiration or termination of this Agreement.
24. **PREVAILING WAGES:** To the extent the Infrastructure or Trade Fixtures installed by Tesla or its contractors or subcontractors, or any maintenance work or any other work performed by Tesla or its contractors or subcontractors as part of the Permitted Use, may be considered a "public work," as defined in Labor Code § 1720, et. seq., Tesla shall comply with the state prevailing wage law, California Labor Code §§ 1720 et seq. and 8 CCR § 16000 et seq. for any "public work" (as that term is defined in the statutes) performed pursuant to this Agreement. For purposes of

compliance with prevailing wage law, Tesla shall comply with provisions applicable to an awarding body. Compliance with state prevailing wage law includes, without limitation, payment of at least prevailing rates as determined by the Director of Industrial Relations, overtime and working hour requirements, apprenticeship obligations, payroll record-keeping requirements, and other obligations as required by law.

25. **ATTORNEY'S FEES:** In the event of a conflict or dispute between the Parties related to this Agreement, the Parties agree to first meet to discuss in good faith a resolution to such conflict or dispute or to cure an Event of Default without the use of attorneys (in-house counsel excepted) in order to quickly resolve the conflict or dispute and avoid attorney fees. If the Parties are unable to amicably resolve the conflict or dispute on their own, and if a lawsuit or other action of any nature is then instituted in connection with such controversy, then it is agreed that the prevailing Party shall be entitled to reasonable and documented attorney's fees and costs.
26. **LIENS:** Tesla shall keep the Premises free and clear of any and all liens arising out of any work performed or materials furnished at the request of Tesla, or obligations incurred by Tesla, including in connection with any work performed pursuant to Section 4 of this Agreement and shall promptly remove or bond any liens placed on the Property as a result of any claims for labor or materials furnished to Tesla at the Premises.
27. **DESTRUCTION:** Any total destruction of the Premises shall, at Counterparty's or Tesla's written election within thirty (30) days of such destruction, terminate this Agreement.
28. **INSURANCE:** Tesla shall carry and maintain, at their sole cost and expense during the entire term of this Agreement including any extension thereof, the following policies of insurance: (a) commercial general liability insurance with limits of not less than Two Million Five Hundred Thousand dollars (\$2,500,000) per occurrence and Four Million dollars (\$4,000,000) aggregate for combined single limit for bodily injury or third party property damage and (b) automobile liability insurance with limits of One Million Dollars (\$1,000,000) combined single limit. In the event Tesla should use contractors or subcontractors to perform any of Tesla's Work, such contractors or subcontractors performing services in relation to this Agreement shall maintain their own insurance coverage based on the scope of services provided. Tesla will maintain worker's compensation insurance in accordance with state and federal law. This requirement may be waived if Tesla is a qualified self-insured in the state where premises are located. Insurance shall be maintained with responsible insurance carriers with a Best Insurance Reports rating of "A-" or better or through a formal self-insurance mechanism that has either (a) a Best Insurance Reports rating of "A-" or better; or (b) a financial size category of "VI" or higher, provided, that if such self-insurance program does not meet either (a) or (b), then Tesla's use of self-insurance for the coverages herein shall be subject to Counterparty's approval, not to be unreasonably withheld, conditioned, or delayed. Tesla shall include Counterparty as additional insured on its commercial general liability, automobile liability and, if applicable to meet limit requirements, umbrella and/or excess insurance policies, with respect to liability under this Agreement. Subrogation is waived, only as required by contract and where allowed by law, but subject to the terms and conditions of the insurances herein. Such waiver of subrogation shall not apply if Counterparty is solely or grossly negligent. Tesla shall provide Counterparty with thirty (30) days' notice in writing in advance of any cancellation (with the exception of ten (10) days for non-payment of premium). The total limits required above may be met by any combination of primary and excess liability insurance. A certificate and endorsements evidencing such insurance shall be delivered to

Counterparty upon the execution of this Agreement and from time to time thereafter as may be requested by Counterparty.

29. **CONFIDENTIALITY AND PUBLICITY:**

- A. **Confidentiality:** Subject to the California Public Records Act (“CPRA”), Tesla and Counterparty agree that the terms of this Agreement and any non-public, confidential or proprietary information or documentation provided to one Party by the other Party in connection with this Agreement are confidential information, and the Parties agree not to disclose such confidential information to any person or entity during the Term and for a period of three (3) years thereafter.
- B. **Permitted Disclosures:** Subject to the CPRA, the Parties may disclose information (i) to their respective Affiliates, subcontractors, lenders, employees, financial, legal and space planning consultants, in each case that have a “need to know” such confidential information and have committed to treat the information as confidential under terms no less protective than the terms of this Section 29, provided that the Party disclosing such confidential information shall be liable for any disclosure by such authorized recipients and (ii) as required by law.
- C. **Publicity:** Neither Party will use the other Party’s name, trademark or logo without obtaining the other Party’s prior written consent.

30. **ENVIRONMENTAL MATTERS:** Counterparty represents, warrants and agrees that neither Counterparty nor, to Counterparty's knowledge, any third party has used, generated, stored or disposed or permitted the use, generation, storage or disposal of any Hazardous Material on, under, about or within Premises in violation of any law or regulation. Notwithstanding any provision in this Agreement to the contrary, Counterparty agrees that it will indemnify and hold Tesla harmless from all costs from, and Tesla shall have no liability for, any environmental contamination of the Property, unless caused by Tesla, its agents, employees or contractors. During the Term, Counterparty is responsible for remediating any pre-existing contamination and any contamination not caused by Tesla, its agents, contractors or employees, but only to the extent required by applicable environmental law.

Tesla agrees that it will not use, generate, store, or dispose of any Hazardous Material on, under, about, or within the Premises in violation of any federal, state, or local law or regulation. Tesla shall defend, indemnify and hold harmless Counterparty against any and all costs, liabilities, investigations, damages and expenses, including any remediation costs or cleanup or corrective action expenses, associated with environmental contamination to the extent introduced by Tesla, its agents, contractors, or employees.

As used herein, “Hazardous Material” shall mean any hazardous or radioactive material, polychlorinated biphenyls, friable asbestos or other hazardous or medical waste substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended or by any other federal, state or local law, statute, rule, regulation or order concerning environmental matters, or any matter which would trigger any employee or community “right-to-know; requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. This paragraph shall survive the termination of this Agreement.



31. **NOTICES:** All notices, demands and approvals shall be in writing and shall be delivered by prepaid first class certified mail, or by a reputable overnight delivery service, to the addresses of the respective Party as specified in Section 1. Notice given by certified mail shall be deemed given on the second business day after deposit in the United States Mail, and any notice given by overnight delivery service shall be deemed given on the next business day after deposit with such overnight delivery service. Copies of notices, demands and approvals shall also be delivered if a “copy to” e-mail or other address is specified in Section 1. Notwithstanding the foregoing, as provided in Section 4, Counterparty may approve the plans and specifications by e-mail. Either Party may change their respective address for notices by giving written notice of such new address in accordance with the provisions of this Section 31.
32. **BROKERS:** Each Party represents to the other Party that it has not dealt with any broker and each Party hereby agrees to indemnify and hold the other Party harmless from all losses and liabilities, including court costs and reasonable attorneys’ fees, arising out of any claims for commissions or fees related to any broker, finder or similar person with whom the indemnifying Party has dealt, or purportedly has dealt, in connection with this Agreement.
33. **SALE OR TRANSFER:** In the event of a sale or transfer of all or a portion of Counterparty’s interest in the Property or Premises while this Agreement is in effect, Tesla’s rights shall be conveyed with the Property or Premises and Counterparty warrants that any transferee shall be bound by all terms and conditions of this Agreement, and shall obtain any necessary documents to confirm such assignment.
34. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and shall inure to the benefit of Counterparty and Tesla and their respective successors and assigns.
35. **SUBORDINATION:** Subject to Section 15 above, this Agreement is subject to and subordinate to all ground or superior leases and to all mortgages which may now or hereafter affect such leases or the real property of which the Premises are a part and to all renewals, modifications, consolidations, replacements and extensions of any such ground or superior leases and mortgages; provided that Tesla’s rights under this Agreement shall not be disturbed by such subordination so long as no Event of Default by Tesla exists. This Section 35 shall be self-operative and no further instrument of subordination or non-disturbance shall be required by any ground or superior lessor or by any mortgagee, affecting any lease or the Property.
36. **FORCE MAJEURE:** If either Party’s performance of its obligations under this Agreement is delayed by Force Majeure, then such Party’s time of performance will be extended by a corresponding number of days. As used in this Agreement, “**Force Majeure**” means an act, event, condition or requirement beyond such party’s reasonable control, including, without limitation, labor disputes, governmental restrictions, natural disasters, fire, flood, inclement weather, pandemic, disease or other outbreak of infectious disease or any other public health crisis, inclusive of quarantine, shelter order or similar restrictions on employees or travel, declaration of national, regional or local state of emergency, explosion, embargoes, war, terrorism, civil disturbance or other similar events.
37. **INCENTIVES:** Counterparty agrees that Tesla shall own and receive the benefit of all Incentives derived from the construction, ownership, use or operation of the Supercharger Station, including, without limitation, from electricity delivered through, stored at or generated by the

Supercharger Station. Counterparty will reasonably cooperate with Tesla in obtaining all Incentives, provided that Counterparty is not obligated to incur any out-of-pocket costs in doing so unless reimbursed by Tesla. If any Incentives are paid directly to Counterparty, Counterparty agrees to immediately pay such amounts over to Tesla. "**Incentives**" means (a) electric vehicle charging or renewable energy credits or certificates, carbon credits and any similar environmental or pollution allowances, credits or reporting rights, (b) rebates or other payments based in whole or in part on the cost or size of equipment, (c) performance-based incentives paid as periodic payments, (d) tax credits, grants or benefits, and (e) any other attributes, commodities, revenue streams or payments, in each of (a) through (e) under any present or future law, standard or program and whether paid by a utility, private entity or any governmental, regulatory or administrative authority.

38. **COMPLIANCE WITH LAW:** Each Party shall comply with all applicable codes, laws and ordinances ("**Laws**") in fulfilling its respective obligations under this Agreement. Each Party represents that it is in good standing under the Laws of the state of its organization.
39. **GOVERNING LAW:** This Agreement shall be governed by the Laws of the state where the Premises are located.
40. **NON-DISCRIMINATION:** The Parties are against discrimination, harassment and unfair treatment of individuals, and therefore each Party agrees that it shall not discriminate against or segregate any person, or group of persons on account of sex, marital status, sexual orientation, gender identity, disability, race, age, color, religion, creed, veteran status, national origin or ancestry in the performance of their respective obligations in this Agreement, or knowingly permit any such practice by its directors, officers, managers, members, employees, agents, representatives or contractors in connection with this Agreement that is in violation of applicable Laws.
41. **INTERPRETATION:** The headings and defined terms in this Agreement are for reference purposes only and may not be construed to modify the terms of this Agreement. Neither Party shall have the right to unilaterally revoke or terminate this Agreement, unless such revocation or termination is pursuant to the explicit terms of this Agreement.
42. **SEVERABILITY:** If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall not be affected, and each provision shall be valid and enforceable to the fullest extent permitted by law.
43. **COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. Electronic signatures and other signed copies transmitted electronically in PDF or similar format shall be treated as originals.
44. **MEMORANDUM OF LEASE:** Counterparty may record a memorandum of this Agreement in the office of the Los Angeles County Clerk-Recorder, as required by Government Code Section 37393 upon execution at Counterparty's costs and Tesla hereby consents to such recording, provided such notice discloses only the Parties, Property, Initial Term and the options to extend, and Counterparty removes such recording from title of the Property upon termination of this Agreement. Any such recording shall not be considered a breach of Section 2928.

*[Signature page follows.]*

**IN WITNESS WHEREOF**, the Parties have each caused an authorized representative to execute this Agreement as of the date signed below.

**COUNTERPARTY:**

City of Carson  
a California municipal corporation

**TESLA:**

Tesla, Inc.  
a Delaware corporation

\_\_\_\_\_  
Lula Davis Holmes, Mayor

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

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

Title \_\_\_\_\_

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

**ATTEST:**

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney  
[rj]

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

EXHIBIT A

Premises and Property Depiction and Address

Property Address: 801 E Carson St, Carson, CA 90745

Premises and Property Depiction:



## EXHIBIT B

### Supercharger Station

Tesla shall install the Supercharger Station on the Premises pursuant to the terms of this Agreement and the Approved Plans.

The “**Supercharger Station**” shall consist of: (a) necessary utility infrastructure, which may include a utility transformer, metering equipment, conduit, wiring and concrete pads (collectively, the “**Infrastructure**”); and (b) certain trade fixtures as determined by Tesla, which shall include twenty (20) charge posts (“**Superchargers**”), power electronics equipment, switchgear and Signage, and may also include, without limitation, fence or other visual barriers, a canopy, solar panels and an energy storage system (collectively, the “**Trade Fixtures**”).

### Signage

#### Dedicated Stall Sign Example

