

FIRST AMENDMENT TO INDUSTRIAL BUILDING LEASE

This First Amendment to Industrial Building Lease (“*First Amendment*”) is entered into effective as of December 31, 2019, by and between US CACTUS STOCKTON, LLC, a California limited liability company (“*Landlord*”), and KeHE DISTRIBUTORS, LLC, a Delaware limited liability company (“*Tenant*”).

WHEREAS, under that certain Industrial Building Lease Agreement dated January 14, 2015 by and between Landlord and Tenant (the “*Lease*”) Tenant leases approximately 453,500 square feet of space in the building commonly known as 4650 Newcastle Road, Stockton, California (“*Premises*”);

WHEREAS, capitalized terms not otherwise defined in this First Amendment shall have the meanings ascribed to them in the Lease;

WHEREAS, the Lease is scheduled to expire on April 30, 2025 (“*Existing Expiration Date*”);

WHEREAS, Tenant desires to install or cause to be installed at the Property a fuel cell energy server (“*Equipment*”) in the location depicted as “*Equipment Location*” (herein so called) on Exhibit “A” hereto, which Equipment will be supplied by Bloom Energy Corporation (“*Bloom*”) pursuant to an Energy Server Services Agreement (“*ESSA*”) the term of which would have extended beyond the Existing Expiration Date; and

WHEREAS, Landlord and Tenant desire to extend the Term, grant Tenant a license to use the Equipment Location and further amend the Lease as set forth below.

NOW THEREFORE, in consideration of the rentals to be paid and the covenants and agreements to be kept and performed by both parties hereto, Landlord and Tenant hereby agree to amend the Lease as follows:

- (1) Term. Notwithstanding anything to the contrary in the Lease, provided that Tenant and Bloom enter into the ESSA on or before the date that is thirty (30) days after the date hereof (“*ESSA Deadline*”), the Term of the Lease shall be and is hereby extended for a period of four (4) full calendar months so that the Term shall expire on August 31, 2025. All references in the Lease to “*Expiration Date*” shall be deemed to refer to August 31, 2025.
- (2) Base Rent. Notwithstanding anything to the contrary in the Lease, during the period commencing with the one hundred twenty-first (121<sup>st</sup>) month of the Term and ending on the Expiration Date, Base Rent shall be payable as follows:

<u>Lease Months</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>
May 1, 2025 – Expiration Date:	\$263,172.65	\$3,158,071.78

- (3) Insurance Requirements. Sections 11.3 and 11.4 of the Lease are amended and restated as follows:

“11.3 Tenant's Insurance. At all times during the Term (and during any period of early entry by Tenant on the Premises), Tenant will carry and maintain, at Tenant’s expense, the types of insurance coverage required and in the amounts specified on Schedule XI attached to this First Amendment and made a part hereof for all purposes. All insurance required under this Article XI shall be issued by such good and reputable insurance companies qualified to do and doing business in the state in which the Premises are located and having a rating not less than A-:VII as rated in the most current copy of Best’s Insurance Report in the form customary to this locality.



11.4 Forms of the Policies. Landlord and its affiliates, Landlord's management company, Landlord's Mortgagee and such other parties as Landlord shall designate to Tenant who have an insurable interest in the Premises or Property shall be (i) named as additional insured with respect to the coverages provided for under paragraphs A., B., C. and E. (if applicable) of Schedule XI (other than Worker's Compensation), and (ii) as loss payees as their interest may appear with respect to the coverage provided under paragraph F. of Schedule XI. Certificates of insurance and any endorsements naming Landlord, Landlord's management company, and any others specified by Landlord as additional insureds or loss payee (as the case may be) will be delivered to Landlord (i) prior to Tenant's occupancy of the Premises, and (ii) in the event of the expiration of the term of any such policy thereafter, as soon as practical, but in no event later than 14 days after the renewal of each such policy (it being expressly acknowledged, however, that in no event shall Tenant permit any lapse in the required coverage hereunder). Each insurance policy required hereunder shall be issued by and on forms reasonably satisfactory to Landlord and Tenant or Tenant's agent will endeavor to at least 30 days prior written notice to Landlord and Landlord's Mortgagee prior to cancelation of any such policies. All policies required to be maintained by Tenant will be written as primary policies, not contributing with and not supplemental to the coverage that Landlord may carry. Commercial general liability insurance required to be maintained by Tenant by this Article XI will be subject to a commercially reasonable deductible or self-insured retention. Landlord hereby agrees that Tenant's current deductible of \$250,000 in Tenant's commercial general liability insurance policy is deemed commercially reasonable. In the event Tenant fails to purchase and maintain any of the insurance required hereunder, Landlord reserves the right, but not the obligation, to purchase such insurance on behalf of Tenant, and at Tenant's expense, with any expenses incurred by Landlord in connection therewith being reimbursed to Landlord by Tenant within thirty (30) days of written demand thereof. In the event Tenant fails to purchase and maintain any of the insurance required hereunder, Landlord reserves the right, but not the obligation, to purchase such insurance on behalf of Tenant, and at Tenant's expense, with any expenses incurred by Landlord in connection therewith being reimbursed to Landlord by Tenant within thirty (30) days of written demand thereof. In addition, the coverage limits of policies of insurance required hereunder shall be subject to change upon Landlord's reasonable request from time to time."

- (4) License for Equipment Area. Landlord and Tenant acknowledge that Tenant's leasehold interest pursuant to the Lease is limited to the Premises, accordingly, Tenant does not presently have the right to install the Equipment within the Equipment Location. Accordingly, Landlord hereby grants unto Tenant, its successors and assigns a license for the limited purpose of installing, operating and maintaining the Equipment in the Equipment Location and in such areas adjacent to the Equipment Location as are reasonably necessary for access to the Equipment and the installation of conduits, lines and components appurtenant to the Equipment, solely in connection with Tenant's use of the Premises, which license shall automatically terminate and expire upon the earlier of (i) the removal of the Equipment from the Equipment Area or (ii) the Expiration Date or earlier termination of the Lease, subject to the following ("License"):
- (a) Tenant shall be permitted to use the Equipment Location under this License until the Equipment is removed from the Equipment Location as set forth in the ESSA and this First Amendment.
  - (b) Tenant shall cause the Equipment to be installed in accordance with plans and specifications approved by Landlord in writing. Preliminary drawings showing the design of the Equipment and the manner of installation are attached hereto as Exhibit "A". No modifications of the preliminary drawings or final plans and specifications shall be permitted unless the same are approved by Landlord in writing. Tenant shall obtain all permits required for the installation and operation of the Equipment and copies of all such permits must be submitted to Landlord before commencement of any installation or other operations by Tenant at the Equipment Location. Following installation of the Equipment, Tenant shall provide to Landlord as-built drawings for the Equipment which shall include,



without limitation, the location, depth and size of conduits, lines and components appurtenant to the Equipment.

- (c) Tenant shall at all times during its use of the Equipment Location use the Equipment in accordance with all applicable governmental ordinances and regulations. No unlawful activities shall be permitted in the use of the Equipment Location.
- (d) Tenant shall at all times maintain any permits necessary for the maintenance and operation of the Equipment and operate and maintain the same in such a manner so as not to unreasonably interfere with any other tenant of the Property or the free flow of pedestrian or vehicular traffic within the Property.
- (e) Tenant shall keep the Equipment and the area surrounding the Equipment in a neat and clean condition and shall be solely responsible for securing the Equipment and the Equipment Location.
- (f) Tenant agrees not to harm the Equipment Location or any area of the Property, nor commit waste, nor create any nuisance or perform any act which may injure the reputation of the Property; provided, nothing in this paragraph 4(f) shall be deemed to prevent the normal operation and maintenance of the Equipment.
- (g) Tenant shall take commercially reasonable efforts to immediately discharge any obligations that could give rise to a mechanic's lien to be filed against the Property by reason of any work, labor, services or materials performed at or furnished to the Equipment Location to Tenant or otherwise in connection with the installation, maintenance, use, or removal of the Equipment.

Tenant shall, at its sole risk and expense, remove the Equipment not later than ninety (90) days following the earlier of (i) the expiration or earlier termination of the Lease or (ii) the expiration or earlier termination of the ESSA ("***Removal Deadline***"). With respect to any Equipment remaining on the Equipment Location following the Removal Deadline, Tenant agrees that Landlord may, at Landlord's sole option:

- i. Remove all or any of the Equipment at the cost of Tenant; and/or
  - ii. Store all or any of the Equipment at the sole risk and cost of Tenant; and/or
  - iii. Deem all or any of the Equipment abandoned by Tenant and retain, without cost, the Equipment as Landlord's own.
- (h) Tenant hereby agrees that all insurance policies carried by Tenant pursuant to **Article XI** of the Lease (as amended hereby) or otherwise shall be supplemented or modified to cause the same to cover Tenant's installation, operation, maintenance and removal of the Equipment on and from the Equipment Location pursuant to the License hereunder. In addition, Tenant shall require Bloom and/or any general contractor performing work at the Property on behalf of Bloom or Tenant to comply with all of the insurance requirements outlined in **Schedule 4(h)** attached to this First Amendment. Prior to commencement of any work on the Property by Bloom or any contractor or supplier performing work on behalf of Bloom or Tenant, Tenant shall provide Landlord with an original certificate of All-Risk Builder's Risk Insurance (the "Builder's Risk Insurance Policy"), subject to Landlord's reasonable approval, in the minimum amount of the replacement cost of the work to be performed issued by a company or companies acceptable to Landlord and authorized to do business in California, covering the Property, with premiums prepaid, and which names the Landlord as loss payee. Said policy shall insure the work to be performed and all materials and supplies for such work stored on the Property (or at any other sites) against loss or damage by fire and the risks and hazards insured against by the standard form of extended coverage, and against vandalism and malicious mischief, and such other risks and hazards as Landlord may reasonably request. Said insurance coverage shall be for 100% of replacement cost of the work to be performed, including fees of any applicable design professionals. The Builder's Risk Insurance Policy shall contain a provision that the insurance company waive the rights of recovery or subrogation against Landlord and



Landlord's Agents and their insurers. Tenant shall provide written evidence that Bloom and the general contractor performing work on behalf of Bloom or Tenant has complied with all the insurance requirements outlined in Schedule 4(h) of this First Amendment. Prior to Tenant's entry upon the Equipment Location, Tenant shall deliver to Landlord certificates of insurance evidencing the foregoing, which shall be subject to Landlord's reasonable approval.

- (i) TENANT SHALL ASSUME LIABILITY FOR AND SHALL INDEMNIFY AND HOLD HARMLESS LANDLORD AND ANY TENANTS OR OCCUPANTS AT THE PROPERTY (AND ALL THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) AGAINST AND FROM ANY AND ALL LIABILITIES, OBLIGATIONS, LOSSES, PENALTIES, ACTIONS, LAWSUITS, CLAIMS, DAMAGES, EXPENSES (INCLUDING LEGAL FEES AND LEGAL EXPENSES) OR COSTS OF ANY KIND AND NATURE WHATSOEVER IN ANY WAY RELATING TO OR ARISING OUT OF ANY ACTIVITY OF TENANT AND BLOOM AND THEIR RESPECTIVE AGENTS, REPRESENTATIVES, GUESTS AND INVITEES RELATED TO THE INSTALLATION, MAINTENANCE, USE, OR REMOVAL OF THE EQUIPMENT. LANDLORD SHALL NOT BE LIABLE TO TENANT OR BLOOM OR ANY OTHER PERSON ON OR ABOUT THE PROPERTY INCLUDING PARKING AREAS, FOR ANY LOSS, EXPENSE OR DAMAGE, EITHER TO PERSON OR PROPERTY SUSTAINED BY REASON OF ANY CONDITION OF EQUIPMENT LOCATION AS OF THE DATE OF THIS FIRST AMENDMENT. LANDLORD, ITS AGENTS AND EMPLOYEES SHALL NOT BE LIABLE FOR AND TENANT WAIVES ALL CLAIMS FOR DAMAGE TO ANY PERSON OR PROPERTY SUSTAINED BY TENANT OR ANY PERSON CLAIMING THROUGH SUCH PARTY OR THE EQUIPMENT RESULTING FROM ANY ACCIDENT OR OCCURRENCE IN OR UPON THE EQUIPMENT LOCATION, EXCEPT TO THE EXTENT CAUSED BY LANDLORD'S (OR ITS AGENTS' OR EMPLOYEES') GROSS NEGLIGENCE. TENANT AGREES TO PAY ON DEMAND, LANDLORD'S ACTUAL EXPENSES INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN ENFORCING ANY OBLIGATION OF TENANT IN CONNECTION WITH THE LICENSE GRANTED FOR USE OF THE EQUIPMENT LOCATION.
  - (j) For as long as the Lease remains in effect, any sale, mortgage, lease, or other conveyance of the Property shall be under and subject to the License and the License herein shall run with the leasehold interest of Tenant pursuant to the Lease.
- (5) Condition of the Equipment Location. Landlord and Tenant agree that Landlord has no obligation to construct any improvements to the Premises or the Equipment Location, and that TENANT ACCEPTS THE EQUIPMENT LOCATION, "**AS IS**", "**WHERE IS**" AND **WITH ANY AND ALL FAULTS**. LANDLORD NEITHER MAKES NOR HAS MADE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY, SUITABILITY OR FITNESS THEREOF OF THE EQUIPMENT LOCATION, OR THE CONDITION OR REPAIR THEREOF. TENANT'S INSTALLATION OF EQUIPMENT AT THE EQUIPMENT LOCATION SHALL BE CONCLUSIVE EVIDENCE FOR ALL PURPOSES OF TENANT'S ACCEPTANCE OF THE EQUIPMENT LOCATION AND THE PROPERTY IN GOOD ORDER AND SATISFACTORY CONDITION, AND IN A STATE AND CONDITION SATISFACTORY, ACCEPTABLE AND SUITABLE FOR THE TENANT'S USE PURSUANT TO THE LEASE AND LICENSE, AS APPLICABLE.

Tenant hereby represents and warrant that Tenant's use of the Premises and the installation, operation and maintenance of the Equipment at the Property will not involve and Tenant shall not permit the use, sale, storage, loading, unloading, manufacturing or distribution of Hazardous Material in violation of applicable law.



- (6) Brokerage. Each of Landlord and Tenant hereby represents to the other that neither party has had any dealings with any broker or person in connection with this First Amendment. Tenant and Landlord each agree to indemnify and hold the other harmless of and from any and all loss, costs, damages, or expenses (including, without limitation, all attorneys' fees and disbursements) by reason of any claim of or liability to any broker or person claiming through the indemnifying party and arising out of or in connection with the negotiation, execution and delivery of this First Amendment.
- (7) Counterclaims. There exist no offsets, counterclaims or defenses of Tenant under the Lease against Landlord, and to Tenant's knowledge there exist no events which would constitute a basis for such offsets, counterclaims, or defenses against Landlord upon the lapse of time or the giving of notice or both.
- (8) Continued Effect. Except as otherwise provided in this First Amendment, all other provisions of the Lease shall remain unmodified and in full force and effect. All terms not defined herein shall be as defined pursuant to the terms of the Lease.
- (9) Multiple Counterparts. This First Amendment may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one amendment, but in making proof of this First Amendment it shall be necessary to produce only one of such counterparts.
- (10) Effectiveness. If the ESSA is not executed by Bloom and Tenant on or before the ESSA Deadline, this First Amendment shall be null and void and of no further force or effect. In addition, this First Amendment shall be conditioned upon Landlord's receipt of payment (which shall constitute additional rent under the Lease) from Tenant for up to Five Thousand Dollars (\$5,000.00) of Landlord's expenses incurred in connection with the preparation, negotiation and delivery of this First Amendment and any related documentation made necessary by Tenant's agreements with Bloom.

[Signatures Appear on Following Page]



EXECUTED as of the dates indicated below to be effective as of the date indicated above.

**LANDLORD**

US CACTUS STOCKTON, LLC,  
a California limited liability company

By: US Cactus Industrial/Logistics Fund LP,  
a Delaware limited partnership, its sole member

By: US RELP Cactus GP, LLC,  
a Delaware limited liability company,  
its general partner

By: USAA Real Estate Company,  
a Delaware corporation, its sole member

DS  
PS

DocuSigned by:

By: Peter McLaughlin

Name: 41C2E3739591494...

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

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

**TENANT**

KeHE DISTRIBUTORS, LLC,  
a Delaware limited liability company

By: Eddie Dellos

Name: Eddie Dellos

Title: V.P. operations

Date Executed: 3/9/20

Exhibits and Schedules:

Schedule XI – Tenant's Insurance Requirements

Schedule 4(h) – Contractor Insurance Requirements

Exhibit "A" – Site Plan and Plans and Specifications for Equipment



## **SCHEDULE XI**

### **TENANT'S INSURANCE REQUIREMENTS**

#### **Industrial Building Lease Insurance Standards**

**[Any deviation from standards must be approved by CPG prior to contract execution.]**

### **INSURANCE**

*The limits stated below are not intended to cap Tenant's liability, but merely to define the minimum insurance coverages and limits required. Tenant will be responsible to the full extent of its liability under any indemnifications and/or other provisions in the Lease or any exhibits attached thereto and/or otherwise at law or in equity.*

#### **A. Commercial General Liability**

1. Limits of Liability: \$1,000,000 Per Occurrence / \$2,000,000 Aggregate
2. ISO Form CG 00 01 04 13 unendorsed or equivalent
3. Personal injury and standard contractual liability coverage must be included for the performance of Tenant's indemnity obligations under this Lease
4. Carrier must have a minimum AM Best rating of A- VII
5. Landlord to be named as additional insured as required by contract
6. Coverage must be primary and non-contributory to Landlord and Landlord's management company
7. Named insured cross liability and severability of interest or Separation of Insureds.
8. Waiver of Subrogation included in favor of Landlord and Landlord's management company
9. Tenant or Tenant's agent will endeavor to provide 30-Day advance written notice to the Landlord in the event of cancellation

#### **B. Commercial Auto Policy**

1. Limits of Liability: Combined Single Limit of \$1,000,000 per Occurrence
2. Carrier must have a minimum AM Best rating of A- VII
3. Coverage for any Owned, Hired, Non-Owned and Leased Vehicles
4. Landlord to be named as additional insured
5. Waiver of Subrogation included in favor of Landlord and Landlord's management company
6. Tenant or Tenant's agent will endeavor to provide 30-Day advance written notice to the Landlord in the event of cancellation

#### **C. Umbrella Liability**

Such insurance shall provide coverage with limits of not less than the amount outlined below based on service, in excess of the underlying coverages listed in Paragraphs A and B above and D(2) below.

1. \$5,000,000 per Occurrence / \$5,000,000 Aggregate
2. Carrier must have a minimum AM Best rating of A- VII
3. Landlord to be named as additional insured of follow-form equivalent
4. Waiver of Subrogation included in favor of Landlord and Landlord's management company
5. Coverage must be primary and non-contributory to Landlord and Landlord's management company or follow form.
6. Tenant or Tenant's agent will endeavor to provide 30-Day advance written notice to the Landlord in the event of cancellation

#### **D. Workers' Compensation and Employer's Liability**



1. Required for all services
  - a. Coverage "A" - Statutory requirements in the State in which the Project is located, to include all areas involved in operations covered under this agreement.
  - b. Coverage "B" - Employer's Liability, not less than \$1,000,000 limit
2. Carrier must have a minimum AM Best rating of A- VII
3. Waiver of Subrogation included in favor of Landlord and Landlord's management company
4. Tenant or Tenant's agent will endeavor to provide 30-Day advance written notice to the Landlord in the event of cancellation

**F. Property Insurance**

1. A policy of cause of loss-specialty property insurance coverage at least equal to ISO Special Form Causes of Loss and covering all of Tenant's furniture and fixtures, machinery, equipment, stock and any other personal property owned and used in Tenant's business and found in, on or about the Project, and any leasehold improvements to the Premises in excess of any initial buildout of the premises by Landlord, in an amount not less than the full replacement cost
2. Carrier must have a minimum AM Best rating of A- VII
3. Landlord and any lender of Landlord to be named as additional insured and/or loss payee, if Tenant is responsible for insuring the improvements and betterments, as applicable
4. Loss of revenue / business Income coverage must be included at a minimum of twelve (12) months
5. Coverage to be provided on an "all risk" perils basis or equivalent insuring against "all risks of direct physical loss", including subject to the terms and conditions of the policy flood, earthquake, windstorm, water damage, and sewer back-up as a result of a covered peril.
6. Boiler and Machinery on equipment controlled by the Tenant.
7. TRIA to be included
8. Tenant or Tenant's agent will endeavor to provide 30-Day advance written notice to the Landlord in the event of cancellation

Please send all policies, certificates and contracts requiring review to Jeremy DeLaHoussaye, [jeremyd@cpgstrategy.com](mailto:jeremyd@cpgstrategy.com) with The Corporate Protection Group (CPG).



**SCHEDULE 4(H)****CONTRACTOR INSURANCE REQUIREMENTS**

Tenant must require that Bloom and any general contractor performing work on behalf of Bloom and/or Tenant carry insurance satisfying all of the following minimum insurance requirements.

**4(H).1 Commercial General Liability**

1. Limits of Liability Per Project: \$1,000,000 Per Occurrence / \$2,000,000 Aggregate
2. ISO Form CG 00 01 04 13 unendorsed or equivalent
3. Landlord to be named as Additional Insured – Suggested Form ISO CG 0120 10 04 13 – Or Equivalent
4. Landlord to be named as Additional Insured Completed Operations – Suggested Form 20 10 04 13 – Or Equivalent
5. Carrier must have a minimum AM Best rating of A- VII
6. Coverage must be primary and non-contributory to Landlord's and/or Landlord's property manager's insurance
7. Named insured cross liability and severability of interest
8. Contractual liability coverage must be included
9. Waiver of Subrogation in favor of Landlord
10. No exclusion or limitation for multifamily work, unless otherwise approved by Landlord in writing
11. The policy shall be maintained during the term of the development of the Project and for a period of at least six (6) years after completion of the Project
12. 30-Day advance written notice to the Landlord in the event of cancellation

**4(H).2 Commercial Auto Policy**

1. Limits of Liability: Combined Single Limit of \$1,000,000 per Occurrence
2. Carrier must have a minimum AM Best rating of A- VII
3. Coverage for any Owned, Hired, Non-Owned and Leased Vehicles
4. Landlord to be named as additional insured
5. Waiver of Subrogation in favor of Landlord
6. Coverage must be primary and non-contributory to Landlord's and/or Landlord's property manager's insurance
7. 30-Day advance written notice to the Landlord in the event of cancellation

**4(H).3 Umbrella Liability**

*Such insurance shall provide coverage with limits of not less than outlined below based on service, in excess of the underlying coverages listed in Sections 2.1 and 2.2 above and 2.4 (1.b.) below.*

1. General Contractor or Construction Manager: \$5,000,000 per Occurrence / \$5,000,000 Aggregate
2. Carrier must have AM Best rating of A- VII or better
3. Landlord to be named as additional insured or follow-form equivalent
4. Waiver of Subrogation in favor of Landlord
5. Coverage must be primary and non-contributory to Landlord's and/or Landlord's property manager's insurance
6. 30-Day advance written notice to the Landlord in the event of cancellation

**4(H).4 Workers' Compensation and Employer's Liability**

1. Required for all services
  - a. Coverage "A" - Statutory requirements in the State in which the Project is located, to include all areas involved in operations covered under this Lease
  - b. Coverage "B" - Employer's Liability, not less than \$1,000,000 limit
2. Carrier must have a minimum AM Best rating of A- VII



3. Waiver of Subrogation in favor of Landlord
4. 30-Day advance written notice to the Landlord in the event of cancellation

#### **4(H).5 Professional Liability (Errors & Omissions)**

1. Limits of no less than \$2,000,000 per Occurrence and \$2,000,000 in the Aggregate for all claims each policy year
2. Deductible or self-insured retention not in excess of \$100,000 without Landlord's written approval
3. Such insurance shall cover damage by reason of any acts, errors or omissions committed or alleged to have been committed by consultant or by anyone for whose acts consultant is liable
4. If written on a claims made basis, policy shall not have a retroactive date or, if a retroactive date is included, such retroactive date shall be prior to the commencement date of the initial agreement
5. Carrier must have a minimum AM Best rating of A- VII
6. Minimum 6 Years post project completion
7. No limitation of liability clause
8. 30-Day advance written notice to the Landlord in the event of cancellation

#### **4(H).6 Contractors Pollution Legal Liability**

*Required for all who conduct construction activities/remediation on Project.*

1. Limits of no less than \$2,000,000 per Occurrence and \$2,000,000 general Aggregate
2. Deductible or self-insured retention of no more than \$100,000 without Landlord's written approval
3. Policy must provide coverage for bodily injury, property damage, or cleanup resulting from pollution conditions including mold or other similar fungi arising out of or exacerbated by the work
4. Shall be on an occurrence basis unless otherwise approved by Landlord in writing
5. No exclusion or limitation for legionella or mold in the policy
6. Coverage for owned and non-owned disposal sites
7. Transportation coverage for loading and unloading
8. The policy shall be maintained during the term of the development of the Project and for a period of at least six (6) years after completion of the Project
9. Carrier must have a minimum AM Best rating of A- VII
10. Landlord to be named as additional insured
11. Waiver of subrogation in favor of Landlord
12. Coverage must be primary and non-contributory to Landlord's and/or Landlord's property manager's insurance
13. 30-Day advance written notice to the Landlord in the event of cancellation

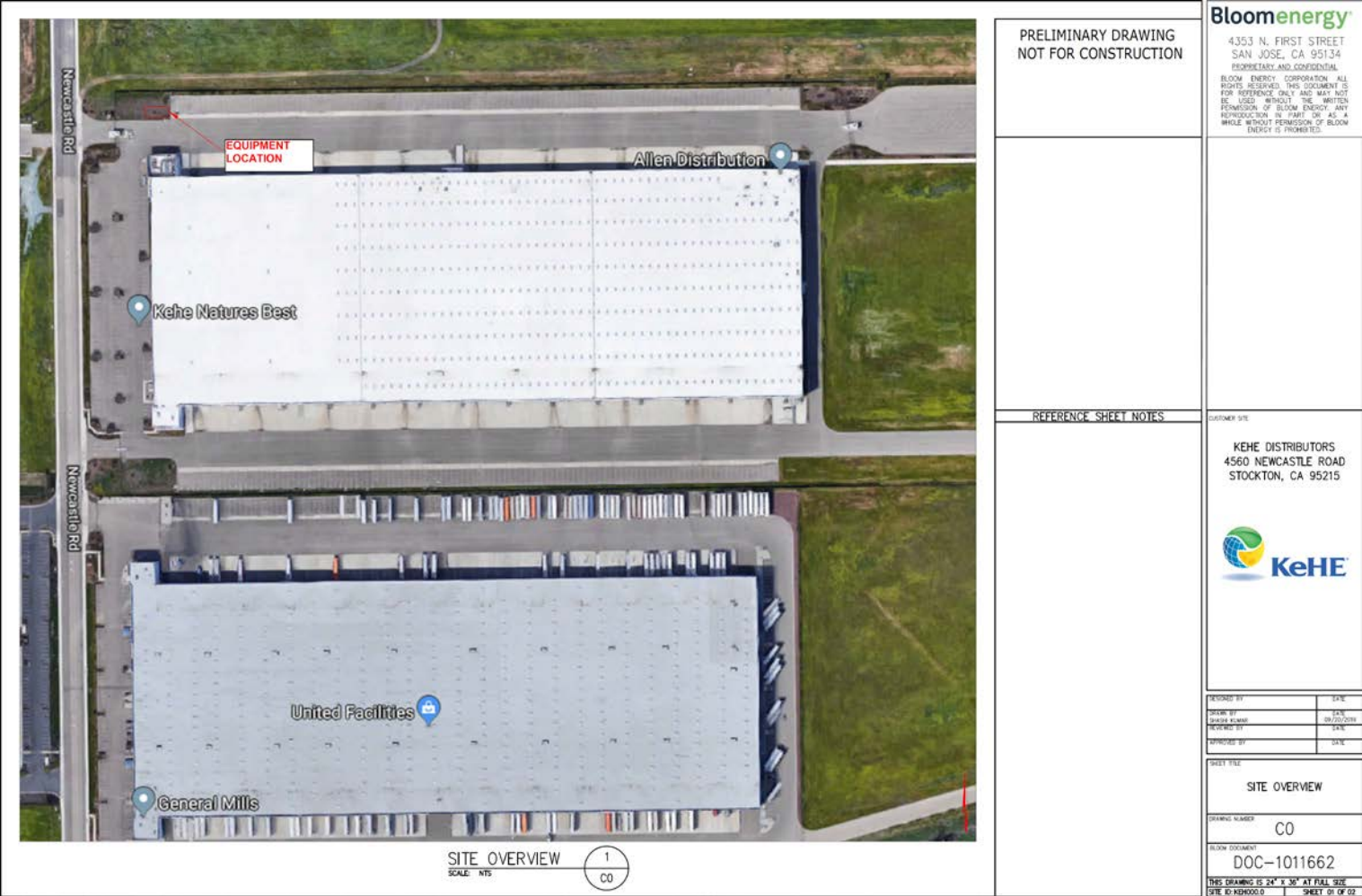
#### **4(H).6 Insurance Required from Sub Contractors**

*Tenant's and/or Bloom's general contractor shall require each of its sub-contractors and sub-sub contractors to maintain commercially reasonable insurance coverage and limits.*



Exhibit “A”  
SITE PLAN; EQUIPMENT LOCATION

QUANTITY	EQUIPMENT LOCATION	VENDOR	ASSET DESCRIPTION
One 600kw System	North side of parking lot*	Bloom Energy	600kw fuel cell energy servers



\* See attached preliminary drawings.



\*preliminary drawings to be included here



## **APPLICATION SITE REPORT**

*For*  
**KeHE Distributors**

*By*  
Rick Stelmach  
Field Applications Engineer  
Bloom Energy

*Dated*  
9/25/2019



## **1 System and utility information**

Bloom Energy fuel cell proposal: 600kW

PGE electrical meter number: 1010018838

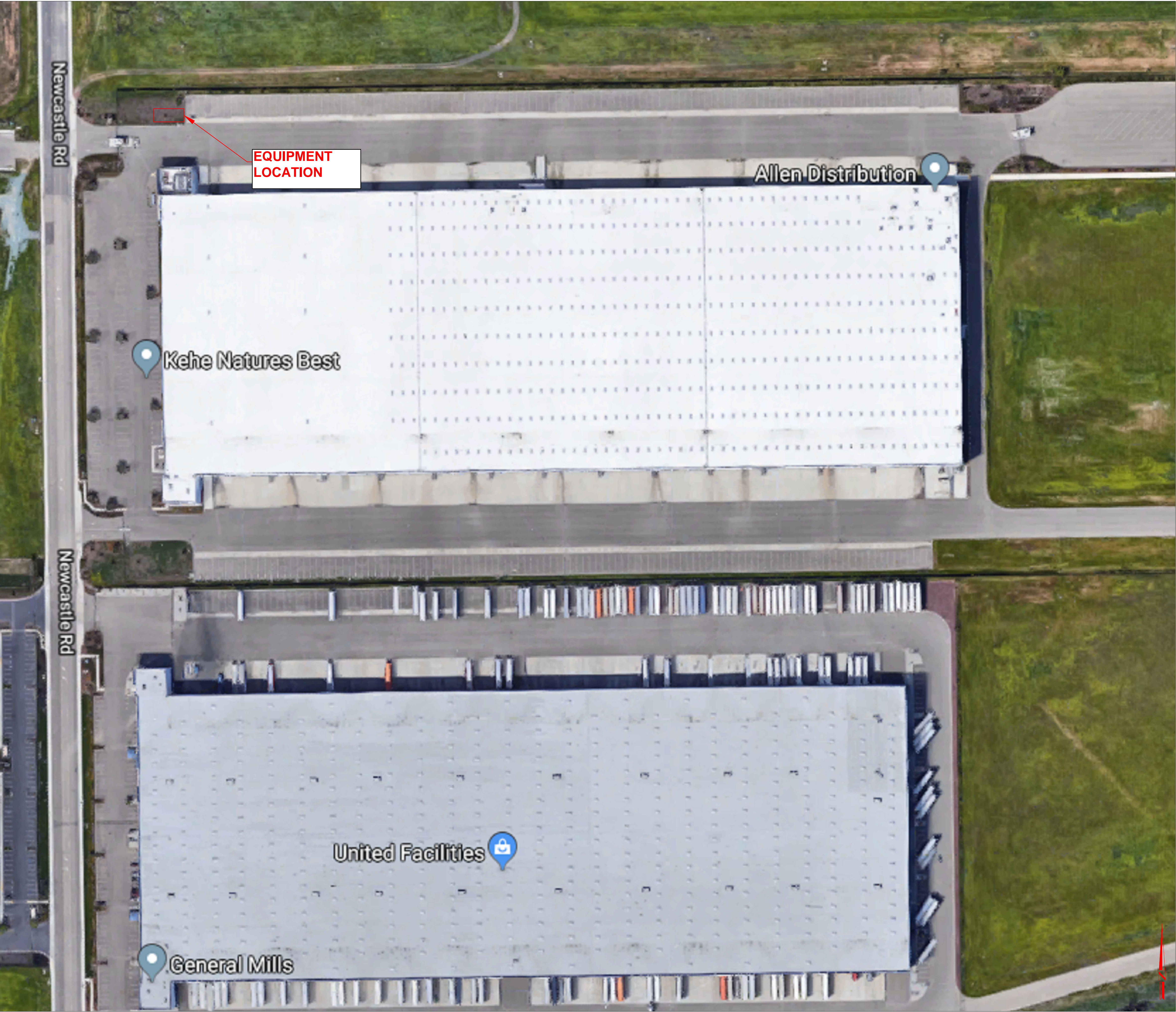
PGE gas meter number: 60215066

## **2 Key Assumptions**

The following key assumptions are included in the construction scope. This report assumes that:

1. Site Construction Assumptions
  - Prevailing wage or union labor will be utilized for construction.
  - Authority having jurisdiction (“AHJ”) will accept position as shown without any significant screening or setback requirements.
  - Underground of site is clear of obstructions; Utility locate completed and verified
  - The soil is not required to be treated, remediated, or removed in any special manner
  - The soils are adequate for the standard foundation design and do not require removal and backfill
  - No relocation of underground utilities or structures is required
  - Customer will approve tree trimming or removal as required to prevent existing trees from overhanging onto Bloom equipment or being in the installation area
  - There is no lead or asbestos or like remediation that must take place to execute upon the basis of design.
  - The Site is not in an identified FEMA flood plain
2. Electrical
  - PGE electrical meter number: 1010018838
  - The Site will require 1 electrical line tap interconnection at 480V in the NW electrical room on SWBD NW-MSB
  - Electrical conduits will be trenched or directionally bored from the fuel cell’s electrical distribution module to the NW- electrical room
  - There are no requirements for major utility modifications or additional PGE electrical services
  - Temporary generators and operation of generators are not included in the Bloom scope of work for the interconnection process
  - Site generators will not run in parallel with the Bloom fuel cells during normal operating conditions
3. Gas
  - PGE gas meter number: 60215066
  - The site’s gas meter is located just outside the NW- electric room
  - The basis of design assumes gas is of sufficient capacity and pressure exists at the existing gas meter and the point of connection will be on the utility side of the meter
  - The gas run will be trenched or directionally bored from the site’s existing gas meter to the installation location
4. Water
  - The water will be trenched or directionally bored from a tap point to the water distribution module (WDM)
  - Water static pressure was measured at outdoor spigot to be 120psig
  - The water conductivity is 325 us/cm, and meets the specification for a single WDM deployment
5. Budgetary Assumptions
  - Prices do not include work for abatement of any unknown Site conditions.
  - The identified Site installation location as shown in Figures 1 and 2 forms the basis of design and the associated construction budget. Any changes to the Site location and sizes will require and update to the design and budget.





SITE OVERVIEW  
SCALE: NTS

1  
C0

PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION

**Bloomenergy®**  
4353 N. FIRST STREET  
SAN JOSE, CA 95134  
PROPRIETARY AND CONFIDENTIAL  
BLOOM ENERGY CORPORATION ALL RIGHTS RESERVED. THIS DOCUMENT IS FOR REFERENCE ONLY AND MAY NOT BE USED WITHOUT THE WRITTEN PERMISSION OF BLOOM ENERGY. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT PERMISSION OF BLOOM ENERGY IS PROHIBITED.

REFERENCE SHEET NOTES

CUSTOMER SITE

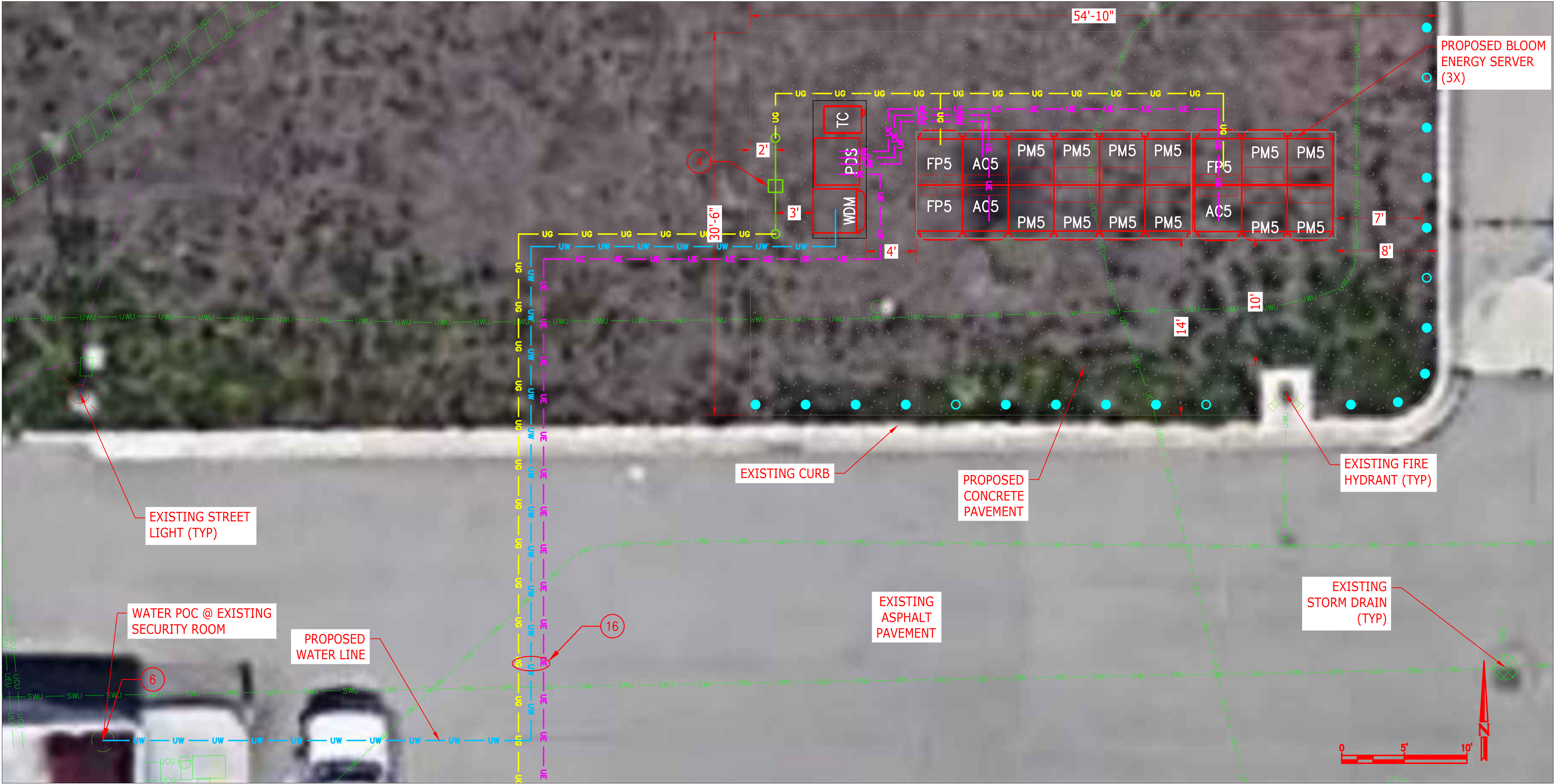
KEHE DISTRIBUTORS  
4560 NEWCASTLE ROAD  
STOCKTON, CA 95215



DESIGNED BY	DATE
DRAWN BY SHASHI KUMAR	DATE 09/20/2019
REVIEWED BY	DATE
APPROVED BY	DATE

SHEET TITLE SITE OVERVIEW	
DRAWING NUMBER C0	
BLOOM DOCUMENT DOC-1011662	
THIS DRAWING IS 24" X 36" AT FULL SIZE	
SITE ID: KEH000.0	SHEET 01 OF 02

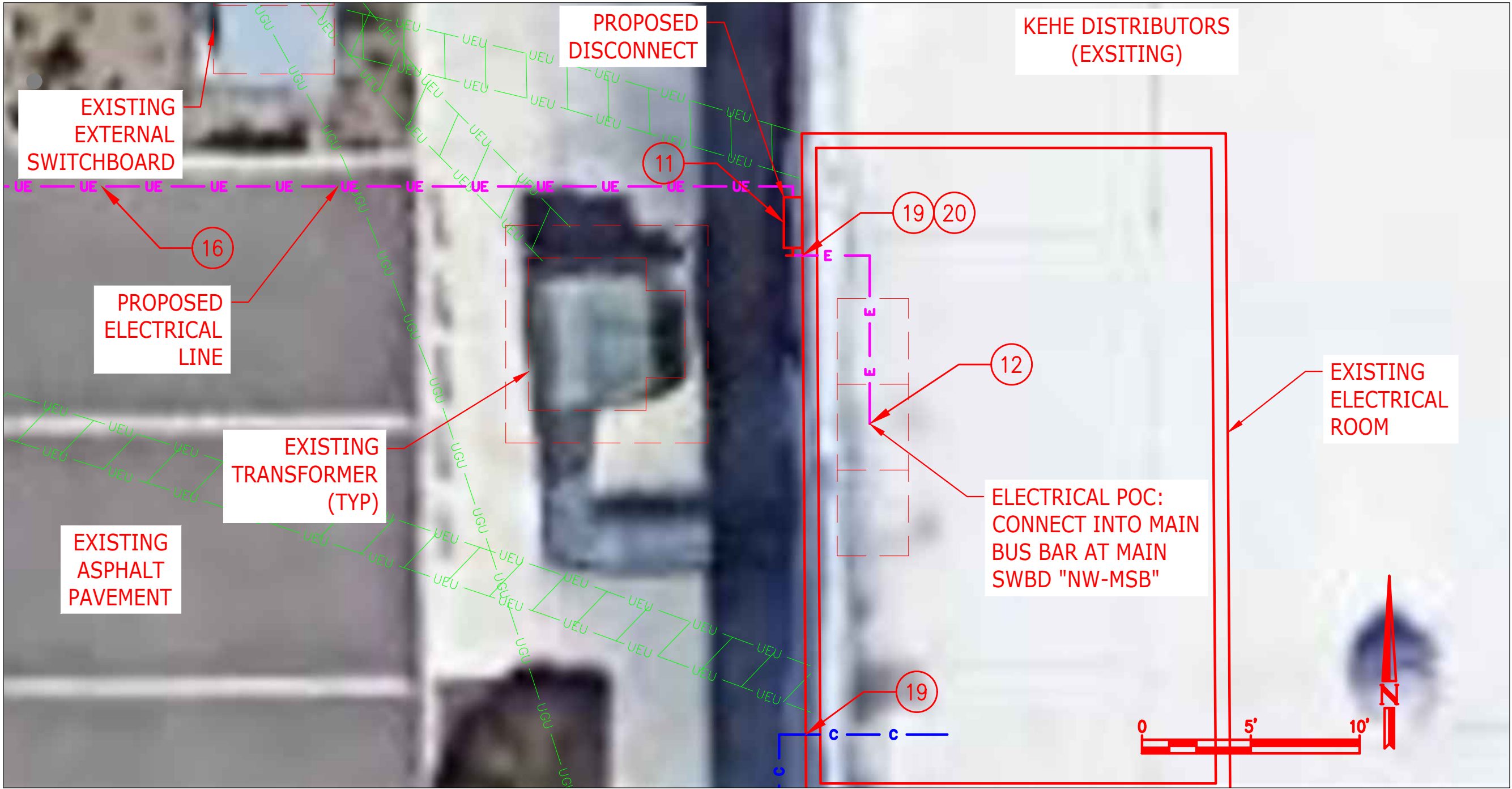




ASR SITE PLAN

SCALE: 1" = 5'

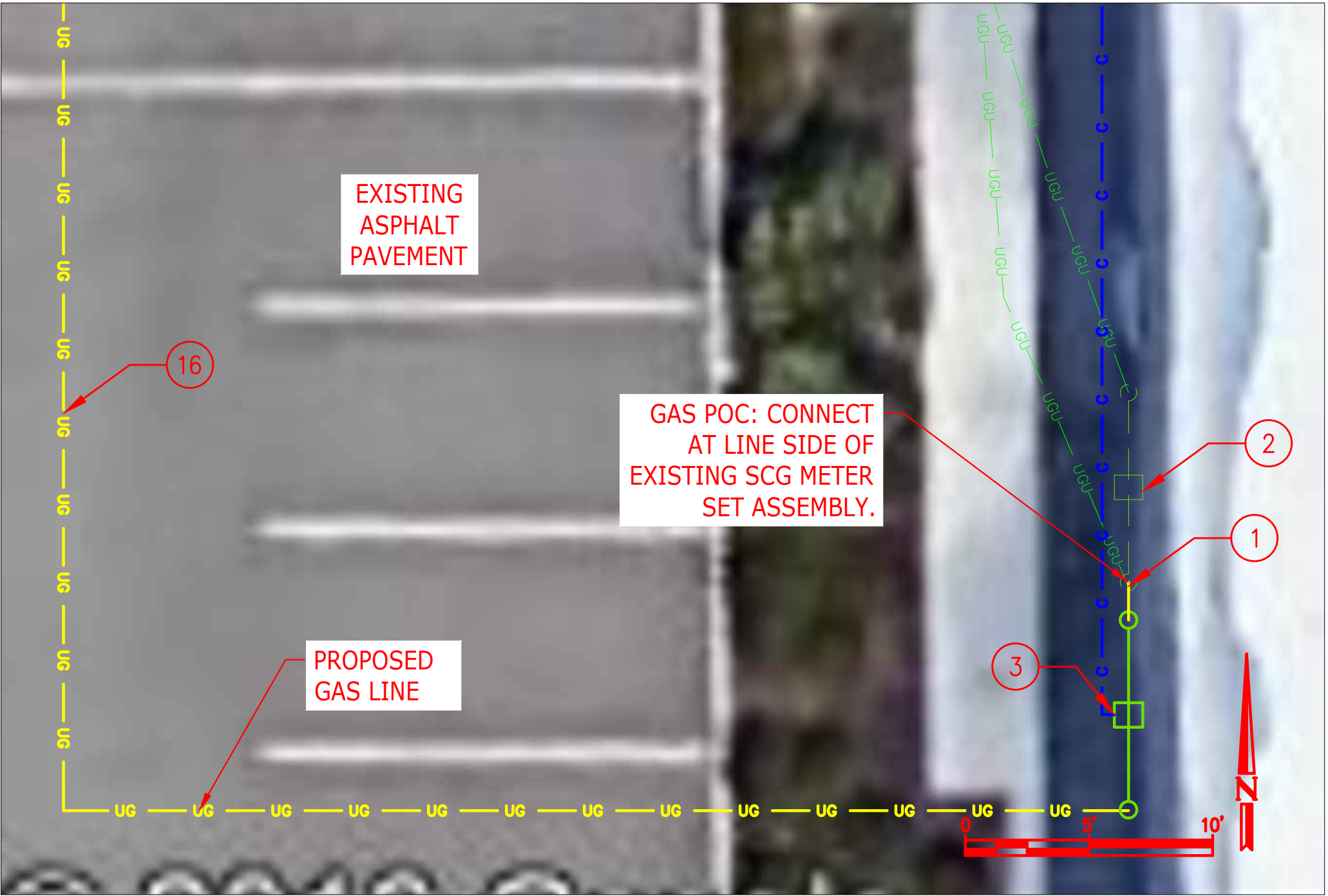
1  
C1



ASR SITE PLAN

SCALE: 1" = 5'

2  
C1



ASR SITE PLAN

SCALE: 1" = 5'

3  
C1

PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION

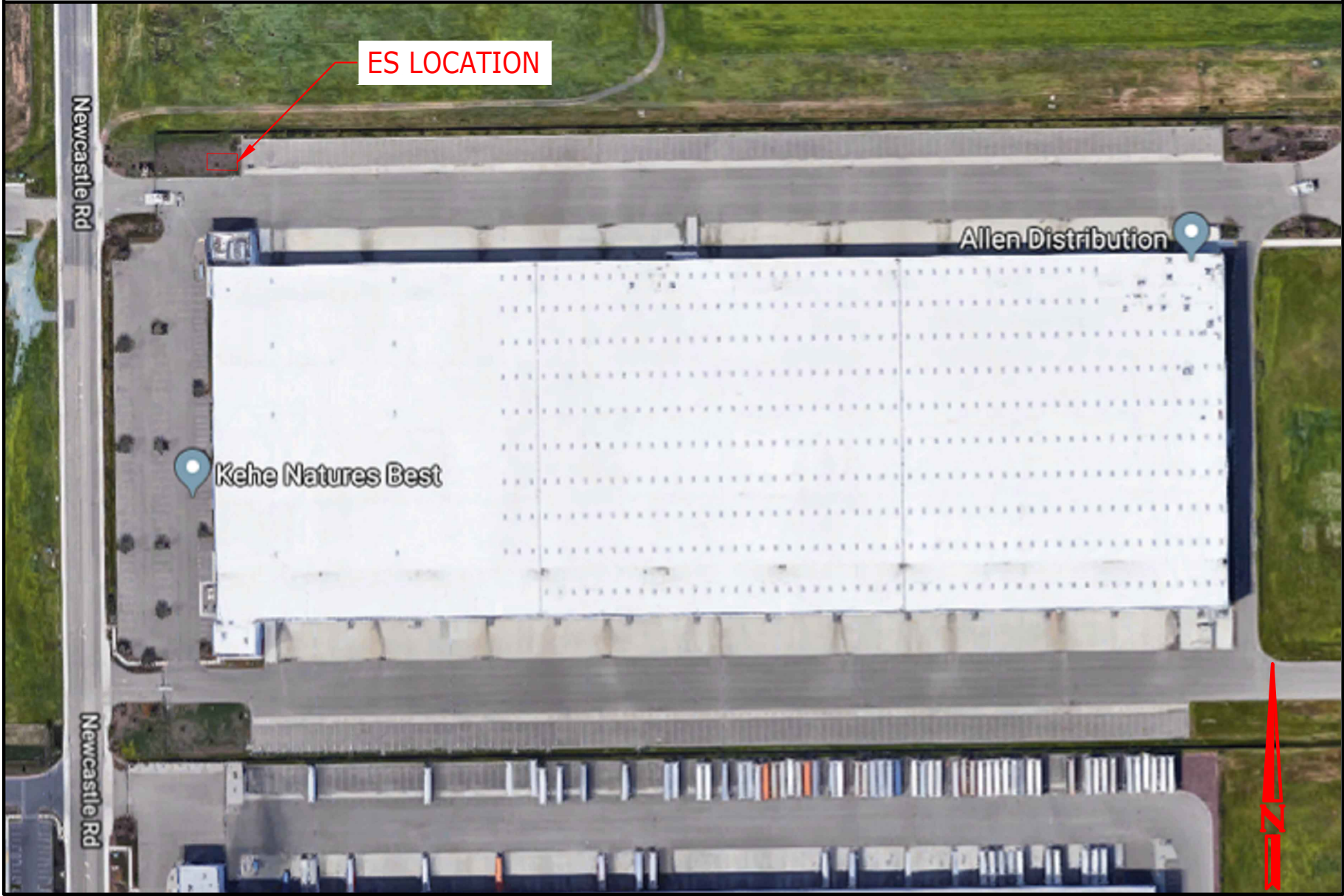
**Bloomenergy**

4353 N. FIRST STREET  
SAN JOSE, CA 95134

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KEY PLAN



REFERENCE SHEET NOTES

- 1 NEW GAS UTILITY POINT OF CONNECTION.
- 2 EXISTING GAS UTILITY MSA.
- 3 POSSIBLE LOCATION FOR NEW GAS UTILITY MSA.
- 4 POSSIBLE LOCATION OF BE RSA.
- 6 NEW WATER POINT OF CONNECTION @ SECURITY ROOM
- 11 POSSIBLE LOCATION OF EXTERNAL MANUAL DISCONNECT.
- 12 NEW ELECTRICAL POINT OF CONNECTION.
- 15 NEW UTILITY LINE EXTERIOR WALL MOUNT ROUTING.
- 16 NEW UTILITY LINE UNDERGROUND TRENCH ROUTING.
- 19 SUGGESTED WALL PENETRATION LOCATION.
- 20 UTILITY ROUTING TRANSITION FROM ABOVE GROUND TO SUBGRADE.

LENGTH OF RUN

TYPE OF RUN	OUTDOOR LENGTH	INDOOR LENGTH
GAS	310 ft.	-
WATER	115 ft.	-
ELECTRICAL	250 ft.	15 FT.
COMMUNICATOIN	50 ft.	15 FT.

SYSTEM DETAILS

SYSTEM TYPE	YUMA LINEAR BACK TO BACK & CLASSIC
SYSTEM SIZE (kW)	600
NO. OF UPM's	-
SYSTEM LOCATION	LANDSCAPE

CUSTOMER SITE

KEHE DISTRIBUTORS  
4560 NEWCASTLE ROAD  
STOCKTON, CA 95215



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SHEET TITLE  
**ASR SITE PLAN**

DRAWING NUMBER  
**C1**

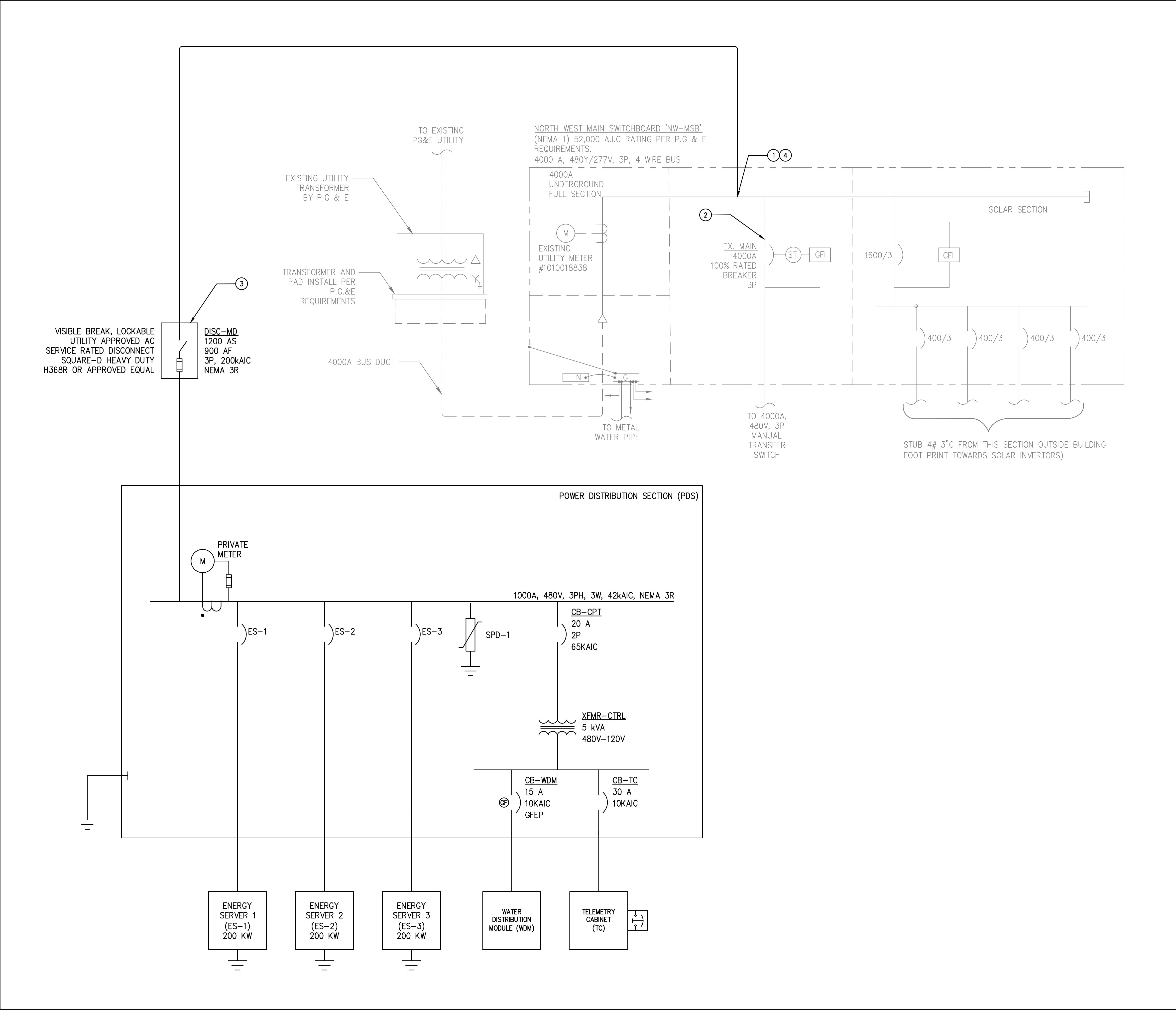
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SINGLE LINE DIAGRAM  
SCALE: NTS

1  
E1

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REFERENCE SHEET NOTES

- ① NEW ELECTRICAL POINT OF CONNECTION.
- ② EXISTING MAIN CIRCUIT BREAKER / FUSED DISCONNECT
- ③ NEW FUSED DISCONNECT SWITCH FOR FUEL CELLS.
- ④ POINT OF INTERCONNECTION FOR FUEL CELLS SHALL BE MADE AT THE LINE SIDE OF THE EXISTING MAIN SWITCHBOARD. WHERE AVAILABLE EXISTING LUGS SHALL BE UTILIZED FOR TERMINATION OF NEW CABLE. IF EXISTING LUGS ARE NOT AVAILABLE BLOOM ENERGY SHALL PROVIDE AND INSTALL NEW LUG PROVISION AT EXISTING BUS.

CUSTOMER SITE

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FIGURE 3: VIEW OF PROPOSED INSTALLATION LOCATION LOOKING NORTHWEST



FIGURE 4: VIEW OF INSTALLATION LOCATION FROM PROPERTY LINE LOOKING SOUTHWEST



FIGURE 5: VIEW OF FIRE PLUG ON BORDER OF  
INSTALLATION LOCATION



FIGURE 6: VIEW OF INSTALLATION LOCATION LOOKING  
WEST FROM PARKING LOT





FIGURE 7: VIEW OF PGE NW TRANSFORMER



FIGURE 8: VIEW OF PGE NW TRANSFORMER



FIGURE 9: VIEW OF NW-MSB



FIGURE 10: VIEW OF PGE METER ON MSB



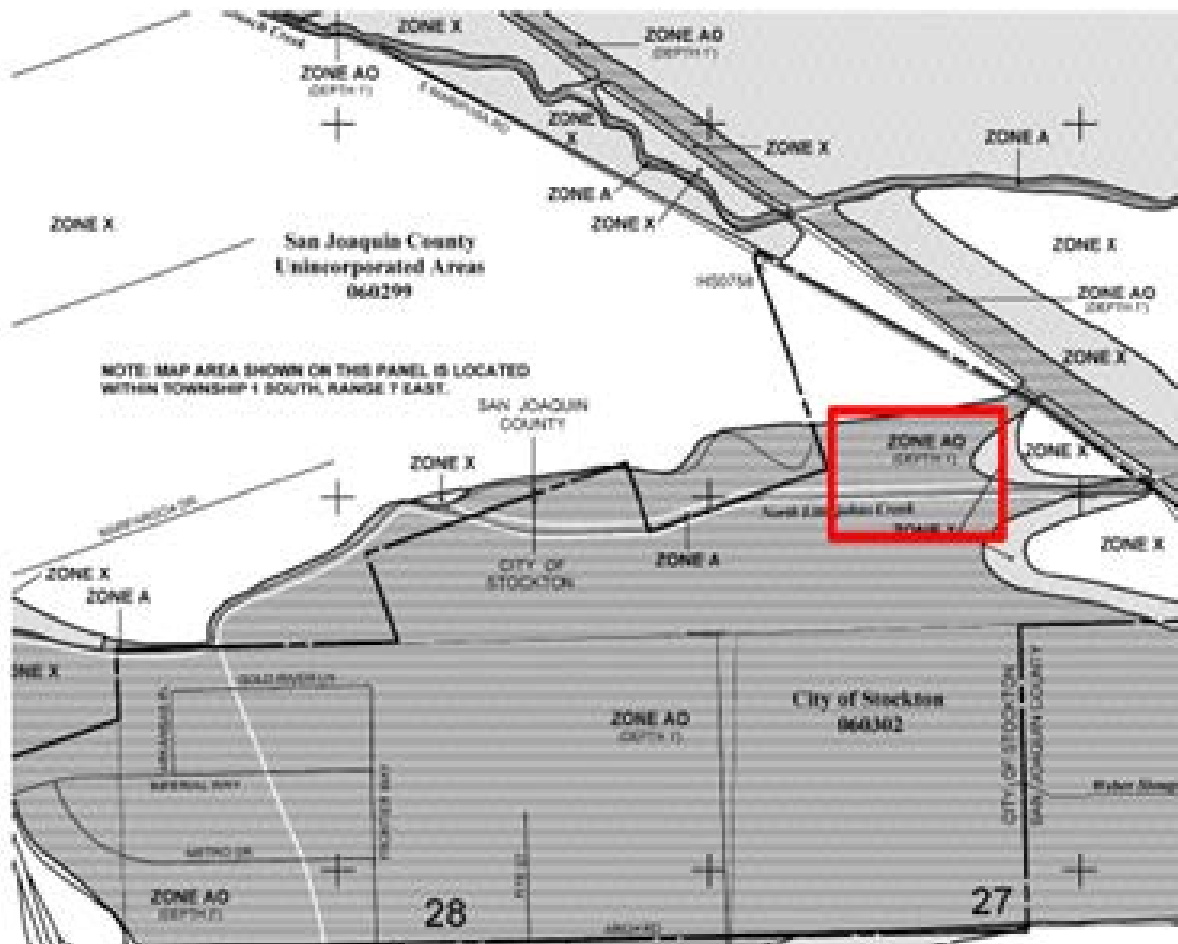
FIGURE 11: VIEW OF MSB METER SECTION



FIGURE 12: VIEW OF SITE'S PGE GAS METER



# FLOOD MAP



## SITE LOCATION



### SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

**ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.



# System Sizing – 600 kW

INPUTS		
Customer Name	KeHE Distributors	
Site Name	4560 Newcastle Rd, Stockton, CA	
BE Output Factor	95%	
Select Utility	PG&E	
Full Utility Name	Pacific Gas and Electric Company (PG&E) [1]	
Enter Tariff (Include Primary, Secondary, etc)	PG&E E-19-S	
If Other, Input Tariff	N/A	
Utility Account Number	4577462764	
Meter Number	1010018838	
DA Vintage	N/A	
Supply Rate	N/A	
Gas Utility	PG&E	
Power Factor (From Utility Bill)		

SIZING SUMMARY		
Total Days of Complete, Non-Zero Data	365	
Annual Load Factor	86%	
Daily Load Factor	79%	
Total Customer Usage	5,309,831 kWh	
Average Hourly kW	606 kW	
Average Daily Max Demand	766 kW	
Total kWh Exported	187,203	
% of Load Offset	91%	
Absolute Minimum kW	0 kW	
Recurring Minimum Baseload	391 kW	
Average Baseload	513 kW	
Proposed System Size*	600 kW	
Resulting Net Metering	3.75%	
kVARs @ Peak	#DIV/0!	kVA
Inverter Nameplate Required	#DIV/0!	kVA

