

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager, or designee, be authorized to sign a Lessor's Approval of Assignment by and between the City of El Paso ("Lessor"), Mansfield Gas Equipment Systems Corporation ("Assignor"), and Clean Energy DBA California Clean Energy, Inc. ("Assignee") for the following described property:

A portion of Lot 2 Block 2, Butterfield Trail Aviation Park, Unit 2, El Paso, El Paso County, Texas, consisting of 64,400 square feet of land or 1.478 acres, more or less, as more fully depicted in Exhibit "A"

APPROVED on this, the _____ day of _____, 2024.

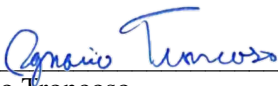
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Ignacio Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:



Juan Antonio Nevarez, CM, ACE, IACE
Director of Aviation

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**CONSENT TO ASSIGNMENT OF
LEASE AGREEMENT**

This Lessor's Consent to Assignment is executed this ___ day of _____ 2024, by and among the City of El Paso (the “**Lessor**”), Mansfield Gas Equipment Systems Corporation (“**Assignor**”) and Clean Energy, registered to do business as California Clean Energy, Inc. (“**Assignee**”).

WHEREAS, on November 27, 2012, the Lessor entered into Contract No. 2012-182R a Natural Gas Fuel Processing Facility Agreement (“**Master Agreement**”) and in conjunction entered into a Lease Agreement (“**Lease**”) with Assignor for an initial term of ten years and an option to extend for a one, five-year term for the following described property:

A portion of Lot 2 Block 2, Butterfield Trail Aviation Park, Unit 2, El Paso, El Paso County, Texas, consisting of 64,400 square feet of land or 1.478 acres, more or less, as more fully depicted in **Exhibit “A”** attached hereto and made a part hereof (the “**Property**”);

WHEREAS, on February 11, 2013, the parties amended the Master Agreement as well as the Lease to extend the time for completion of construction of the fuel processing facility and revise the date for the initial term; and

WHEREAS, after entering into said Lease, on May 6, 2013, Assignor underwent a change of control transaction whereby Assignor became a wholly-owned subsidiary of Clean Energy, registered to do business as California Clean Energy, Inc.; and

WHEREAS, the Master Agreement was assigned from Assignor to Assignee on January 9, 2018; and

WHEREAS, the parties have extended the Term of the Master Agreement and the Lease through January 31, 2029; and

WHEREAS, Assignor and Assignee have requested Lessor’s consent to Assignor’s assignment of the Lease to Assignee, and Lessor has agreed to provide consent to such assignment (the “**Assignment and Assumption**”) subject to the terms and conditions of this Lessor's Consent to Assignment (this “**Agreement**”).

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **TERM.** The parties Acknowledge and agree that the Term of the Lease has ben extended and will expire on January 31, 2029.
2. **ASSUMPTION.** Assignor hereby assigns and Assignee hereby assumes all existing and future rights and obligations under the Lease. Assignee agrees to perform and be bound by all of the covenants, agreements, provisions, conditions and obligations of “Lessee” as set

forth in the Lease (including, without limitation, all indemnification obligations), as if the Lease had originally been executed between Lessor and Assignee, including, without limitation, all accrued, unfulfilled liabilities and obligations of Assignor under the Lease prior to the Assignment and Assumption.

3. **CONSENT TO ASSIGNMENT.** Lessor hereby approves and consents to the Assignment and Assumption.

4. **FAA ORDER 1400.11.** Pursuant to Federal Aviation Administration Order 1400.11, effective August 27, 2013, and because the described premises are located at the El Paso International Airport which is subject to regulation by, among others, the U.S. Federal Aviation Administration, the parties specifically agree to the following:

1. A. Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in Pertinent List of Nondiscrimination Authorities (Federal Aviation Administration Order 1400.11, Appendix 4) as same may be amended from time to time (the “Acts and Regulations”) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said instrument had never been made or issued. [FAA Order 1400.11, Appendix C]

2. A. The Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the listed acts and authorities appearing in the Acts and Regulations.

B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said instrument had never been made or issued. [FAA Order 1400.11, Appendix D]

3. A. During the term of this Lease, Lessee for itself, its assignees, and successors in interest, as a part of the consideration hereof, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). Grantee shall take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 USC 1681 et seq.).

B. In the event of breach of any of the covenants in this section 3, Lessor shall have the rights and remedies set forth in sections 1 and 2 above, in addition to all other rights and remedies available to it under applicable law.

5. **PROOF OF INSURANCE AND INDEMNIFICATION.** Assignee shall provide a certificate of insurance to evidence compliance with the insurance requirements of the Lease and expressly agrees to be bound by the indemnification provisions contained in the Lease.
5. **RATIFICATION OF LEASE.** Except as expressly set forth herein, no provision of this Approval alters or modifies any of the terms and conditions of the Lease, and all other terms and conditions of the Lease shall remain in full force and effect.
6. **ADDRESS FOR NOTICE.** Notices to Assignee and Assignor shall be sufficient if sent by certified mail, postage prepaid, addressed to:

ASSIGNOR: Mansfield Gas Equipment Systems Corporation
4675 Macarthur Court, Suite 800
Newport Beach, CA 92660

ASSIGNEE: Clean Energy, registered to do business as California Clean Energy, Inc.
4675 Macarthur Court, Suite 800
Newport Beach, CA 92660
Attn: Chad Lindholm, Senior Vice President
Copy: Deputy General Counsel
7. **AUTHORIZED REPRESENTATIVE.** The persons signing this Lessor's Consent to Assignment on behalf of the Assignee and Assignor represent and warrant that they have the legal authority to bind the Assignee and Assignor, respectively, to the provisions of this Lessor's Consent to Assignment.
8. **NON-WAIVER.** The Lessor's Consent to Assignment hereby given by Lessor shall not end the need for Lessor's consent for any future assignments.
9. **EFFECTIVE DATE.** The Effective Date of this Lessor's Consent to Assignment will be the date the document is fully signed and acknowledged by all parties.
10. **COUNTERPARTS.** This Lessor's Consent to Assignment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute one and the same instrument as if all parties had signed the same signature page.

(Signatures on the following pages)

EXECUTED this the ____ day of _____, 2024

LESSOR: THE CITY OF EL PASO:


Dionne L. Mack
City Manager

APPROVED AS TO FORM:



Ignacio Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:



Juan Antonio Nevarez, CM, ACE, IACE
Interim Director of Aviation

LESSOR'S ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This Instrument was acknowledged before me on the ____ day of _____, 2024 by Dionne L. Mack, City Manager of the **City of El Paso**, a Texas municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

Notary's Commission Expires:
Notary's Name (printed)

**ASSIGNOR:
MANSFIELD GAS EQUIPMENT
SYSTEMS CORPORATION**

Robert M Vreeland

Name: Robert M. Vreeland

Title: Chief Financial Officer

ASSIGNOR'S ACKNOWLEDGEMENT

THE STATE OF California)

COUNTY OF Orange)

This instrument was acknowledged before me on this 8th day of October, 2024
by Robert M. Vreeland, on behalf of
Mansfield Gas Equipment Systems Corporation.

Please See Attached California Acknowledgment

My Commission Expires:

Notary Public, State of _____

(Signatures continue on the following page)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Orange)

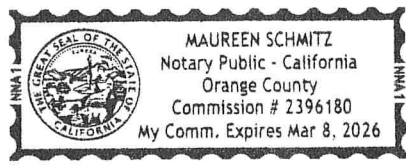
On October 8, 2024 before me, Maureen Schmitz, Notary Public, Date Here Insert Name and Title of the Officer

personally appeared Robert M. Vroeland Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature [Handwritten Signature] Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Consent to Assignment of Lease Agreement Document Date: 10/8/2024 Number of Pages: 7 Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert M. Vroeland Signer's Name: Corporate Officer - Title(s): Partner - Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other:

Signer Is Representing: Mansfield Gas Equipment Systems Corporation Signer Is Representing:

ASSIGNEE:
CLEAN ENERGY, REGISTERED TO DO
BUSINESS AS CALIFORNIA CLEAN
ENERGY, INC.



Name: Chad Lindholm

Title: Senior Vice President

ASSIGNEE'S ACKNOWLEDGEMENT

THE STATE OF California)

COUNTY OF Orange)

This instrument was acknowledged before me on this 7th day of October, 2024
by Chad Lindholm, on behalf of
Clean Energy.

Please see attached California Acknowledgment

My Commission Expires:

Notary Public, State of _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

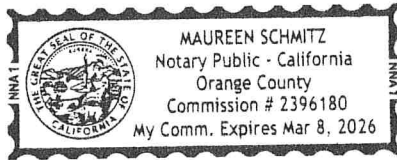
On October 7, 2024 before me, Maureen Schmitz, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Chad Lindholm
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Consent to Assignment of Lease Agreement
Document Date: 10/7/2024 Number of Pages: 7
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Chad Lindholm
[] Corporate Officer — Title(s):
[] Partner — [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing: Clean Energy

Signer's Name:
[] Corporate Officer — Title(s):
[] Partner — [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing:

EXHIBIT "A"
Legal Description

METES AND BOUNDS DESCRIPTION
(Public Fueling Facility)

Description of a parcel of land being a portion of Lot 2, Block 2, Butterfield Trail Aviation Park Unit Two, as recorded in Volume 78, Pages 87 and 87A, Plat records of El Paso County, Texas and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing brass disk city monument at the point of curve of the monument line of Global Reach Drive adjacent top Lot 2, Block 2, Butterfield Trail Aviation Park Unit Two, also adjoining Private ponding area No. 1, from which an existing brass disk city monument at the point of tangency of the monument line of Global Reach Dr. bears North 26°59'19" West a distance of 1801.54 feet; Thence leaving said monument line, South 83°23'42" West a distance of 4362.59 feet to a point for the northeasterly corner of herein described parcel for the "TRUE POINT OF BEGINNING".

Thence South 03°19'18" West a distance of 230.00 feet to a set ½" rebar with cap marked TX 5152 for the southeasterly corner of the herein described parcel;

Thence North 86°40'42" West a distance of 280.00 feet to a set ½" rebar with cap marked TX 5152 for the southwesterly corner of the herein described parcel;

Thence North 03°19'18" East a distance of 230.00 feet to a set ½" rebar with cap marked TX 5152 for the northeasterly corner of the herein described parcel;

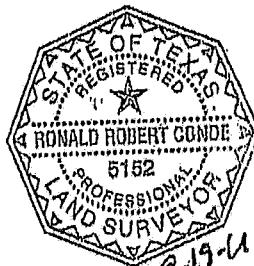
Thence South 86°40'42" East a distance of 280.00 feet to the "TRUE POINT OF BEGINNING" and containing 64,400 Square Feet or 1.4784 acres of land more or less.

Note: Bearings basis is per plat of Butterfield Trail Aviation Park Unit Two recorded in Volume 78, pages 87 and 87A, Real property records of El Paso County, Texas

A drawing of even date accompanies this description.



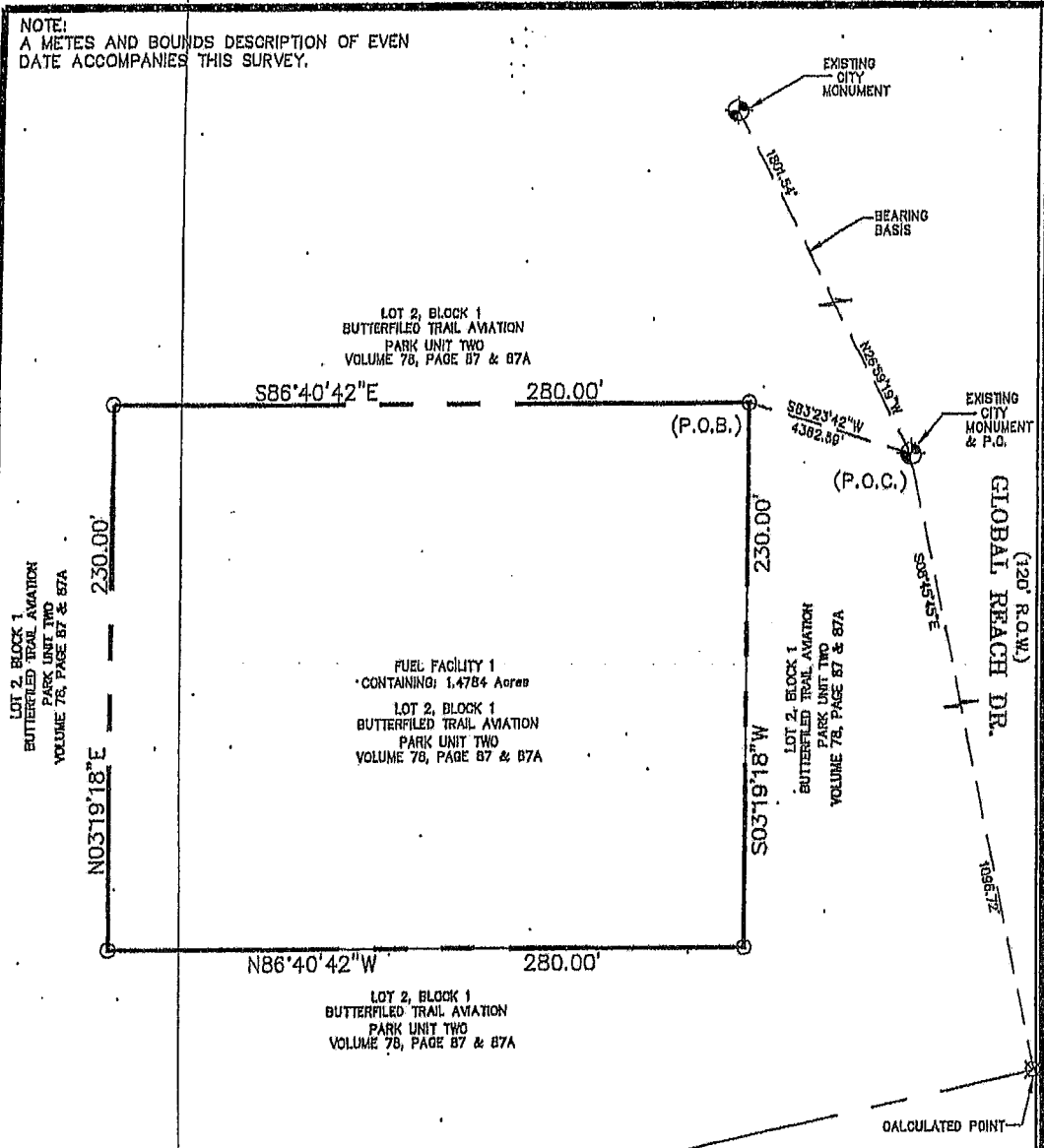
Ron R. Conde
R.P.L.S. No. 5152



Job # 811-84

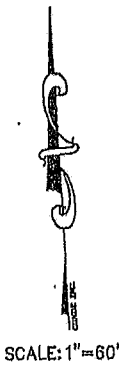
CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE, SUITE 100 / EL PASO, TEXAS 79905 / (915) 592-0283
FAX (915) 592-0286

NOTE:
A METES AND BOUNDS DESCRIPTION OF EVEN
DATE ACCOMPANIES THIS SURVEY.



SYMBOL LEGEND	
	FOUND CITY MONUMENT
	SET 1/2" REBAR W/CAP 5152

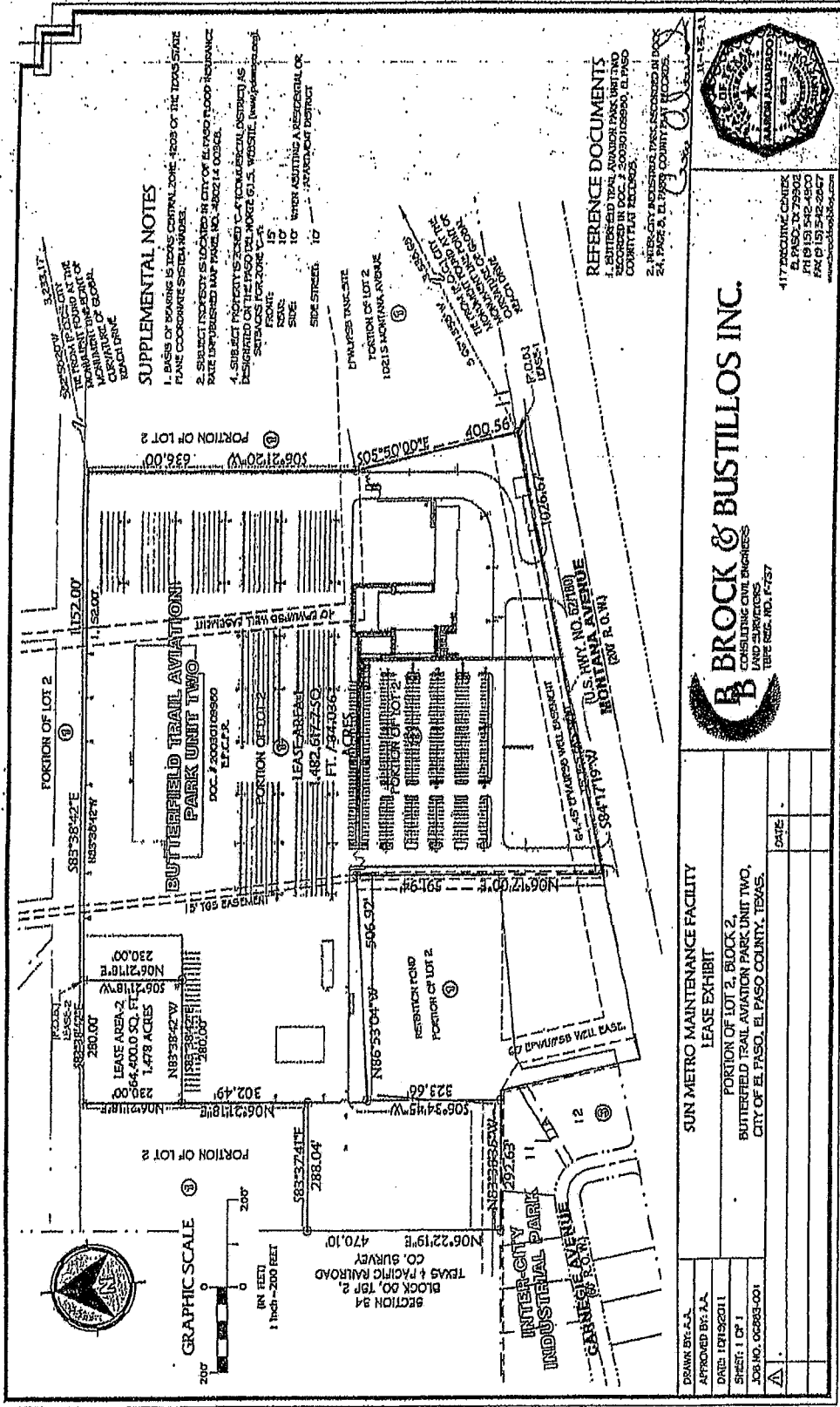
(200' R.O.W.)
MONTANA AVE.



CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY
WAS MADE BY ME OR UNDER MY SUPERVISION AND THAT THERE ARE NO
ENCROACHMENTS EXCEPT AS SHOWN. ONLY PLATTED EASEMENTS ARE SHOWN.

R R
RON R. CONDE R.P.L.S #5152

JOB # 511-54	DATE: SEPTEMBER 19, 2011	FIELD: D.G.	OFFICE: F.R.
RECORDED IN FILE NO. 20030109980 ,REAL PROPERTY RECORDS, EL PASO COUNTY, TX			
BEING A PORTION OF LOT 2, BLOCK 1, BUTTERFIELD TRAIL AVIATION PARK UNIT TWO CITY OF EL PASO, EL PASO COUNTY, TEXAS		CONDE INC. 6080 SURETY SUITE 100 EL PASO, TEXAS 79905	
		GADD FILE: S:\0\BUTTERFIELD\LOD	



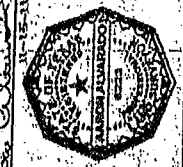
SUPPLEMENTAL NOTES

1. BASIS OF BEARING IS THE CENTRAL MERCATOR PROJECTION OF THE TEXAS STATE PLANE COORDINATE SYSTEM.
2. SUBJECT PROPERTY IS LOCATED IN CITY OF EL PASO FLOOD HAZARD ZONE DESIGNATED MAP PAGE NO. 480214 0039C.
3. SUBJECT PROPERTY IS ZONED C-1 (COMMERCIAL) AND IS DESIGNATED ON THE PASO ZONING MAP AS C-1 (COMMERCIAL).
4. SUBJECT PROPERTY IS ZONED C-1 (COMMERCIAL) AND IS DESIGNATED ON THE PASO ZONING MAP AS C-1 (COMMERCIAL).

FRONT: 15'
 SIDE: 10'
 REAR: 10' (WITHIN A RESIDENTIAL OR COMMERCIAL DISTRICT)

REFERENCE DOCUMENTS

1. BUTTERFIELD TRAIL AVIATION PARK UNIT TWO, CITY OF EL PASO, TEXAS, COUNTY PLAT RECORDS 24, PAGE 8, EL PASO COUNTY PLAT RECORDS.
2. INTER-CITY AVIATION PARK, CITY OF EL PASO, TEXAS, COUNTY PLAT RECORDS 24, PAGE 8, EL PASO COUNTY PLAT RECORDS.



BROCK & BUSTILLOS INC.
 CONSULTING CIVIL ENGINEERS
 LAND SURVEYORS
 TEXAS REG. NO. 12450

417 EXECUTIVE CENTER
 EL PASO, TX 79906
 TEL: (915) 742-4500
 FAX: (915) 742-4500
 WWW: www.brockandbustillos.com

DRAWN BY: J.A.		DATE: 10/26/01	
APPROVED BY: J.A.		JOB NO. 002883-001	
SUN METRO MAINTENANCE FACILITY LEASE EXHIBIT		PORTION OF LOT 2, BLOCK 2, BUTTERFIELD TRAIL AVIATION PARK UNIT TWO, CITY OF EL PASO, EL PASO COUNTY, TEXAS.	
SECTION 34 BLOCK 00, T&E 2, TEXAS & PACIFIC RAILROAD CO. SURVEY 470.10'		DATE: _____	