

**FOURTH AMENDMENT TO LEASE AGREEMENT**  
**(EXTENSION, PG&E EASEMENT AND SUBLESSEE CONSENT)**

FACILITY NO. 210016 LOCATED AT 10 SAGE ST., VALLEJO, CA 94589

This Fourth Amendment (“Fourth Amendment”) is effective as of March 1, 2022 (“Effective Date”) between the COUNTY OF SOLANO, a political subdivision of the State of California (“**County**” or “**Landlord**”), and 10 Sage St. Vallejo, LLC (“**Tenant**”), known collectively as “**Parties**.”

**Recitals.**

1. County and former tenant, Mattina Enterprises, LLC, entered into that certain Lease dated January 11, 2000 (the “**Lease**”), concerning a ground lease for 10 Sage St., Vallejo of approximately 1.56 acres of land in Solano County, also known as APN 0052-240-530 (“**Premises**”). A true and correct copy of the Lease is attached to this Amendment as **Exhibit A** and made part of the Amendment by this reference.
2. The Lease was amended by that certain Amendment, dated March 26, 2002, by and between the County and Mattina Enterprises, LLC, a true and correct copy of the Amendment is attached to this Amendment as **Exhibit B** and made part of the Amendment by this reference (“**First Amendment**”).
3. The Lease was amended by that certain Second Amendment, dated April 1, 2003, by and between the County and Mattina Enterprises, LLC, a true and correct copy of the Amendment is attached to this Amendment as **Exhibit C** and made part of the Amendment by this reference (“**Second Amendment**”).
4. The Lease was assigned by that certain Assignment, dated May 9, 2017, by and between the County, as Landlord, Mattina Enterprises, LLC, as assignor, and 10 Sage St Vallejo, LLC, as assignee; a true and correct copy of the Assignment is attached to this Agreement as **Exhibit D** and made part of the Amendment by this reference (“**Assignment**”).
5. The Lease was amended by that certain Amendment, dated January 12, 2018, by and between the County, as Landlord, and 10 Sage St Vallejo, LLC, as Tenant, a true and correct copy of the Amendment is attached to this Amendment as **Exhibit E** and made part of the Amendment by this reference (“**Third Amendment**”).
6. The Lease, the First Amendment, the Second Amendment, the Third Amendment and the Assignment, together, constitute the agreement (“**Agreement**”).
7. County and Tenant desire to extend the term of the Agreement by thirty (30) years from the Effective Date, provide consent to sublease a portion of the Premises (“**Sublease**”) to a subtenant (“**Sublessee**”), and create an easement in favor of Pacific

Gas & Electric Company (“**PG&E**”) for an underground gas pipeline vault on the Eastern portion of the parcel.

**Now, therefore, for good cause and valuable consideration, the receipt and sufficiency of which is acknowledged, County and Tenant agree as follows:**

**Agreement.**

**1. LEASE TERM**

A. The Parties agree to delete and replace in its entirety Section 4 of the Assignment as follows:

“Initial Term. The initial term of the Ground Lease shall extend through February 29, 2052 (“**Expiration Date**”) pursuant to that certain Fourth Amendment to Lease Agreement, dated March 1, 2022.”

B. The Parties agree to amend Section 1.B of the Lease by extending the “Lease Term” therein until the Expiration Date of February 29, 2052.

C. The Parties agree to extend the term of the Agreement until the Expiration Date.

**2. RENT**

Rent terms and conditions as previously set forth shall remain unchanged.

**3. COUNTY’S CONSENT TO SUBLEASE**

Upon finalization of a Sublease Agreement between Tenant and Tenant’s Sublessee, the County shall convey consent of the Sublease, for a portion of the Premises as more particularly identified within the Sublease.

County and Tenant agree that all responsibilities, as previously determined, regarding the Agreement, and a subsequent Sublease remain.

County’s consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

4. **PERMANENT AND TEMPORARY EASEMENT TO BENEFIT PACIFIC GAS AND ELECTRIC COMPANY**

Tenant consents to a permanent recorded easement benefitting PG&E on the eastern most area of the parcel containing an area of approximately 1,875 square feet as described in **Exhibit F** attached and incorporated herein (defined as **Easement Area**) to construct an underground gas pipeline vault ("**Easement**"). Furthermore, the Parties agree that Landlord, in consideration of Tenant's consent to the Easement, shall pay Tenant fifty percent (50%) of all proceeds received from PG&E, and its successors and assigns, for use of the Temporary Easement during the Lease Term until the Expiration Date.

Upon Easement Recordation, Tenant will cease responsibility for maintenance, security, and any other operational maintenance of the Easement Area. Tenant will not construct, nor allow a third party to place or construct any building or other structure, store flammable substances, drill or operate any well, or construct any reservoir, other obstruction within said Easement Area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Furthermore, Tenant consents to a temporary easement during a 4-month construction period to utilize access to and a portion of its Eastern parking lot as described in **Exhibit G** attached and incorporated by reference. Landlord shall provide at least 30-days' notice of the start of the construction schedule, once established. Parking lot shall be returned to Tenant in like condition before construction commenced, at the end of the temporary easement construction period.

5. **NOTICES**

To Landlord: County of Solano  
Attn: General Services/Real Estate  
675 Texas Street, Suite 2500  
Fairfield, CA 94533

To Tenant: 10 Sage St. Vallejo, LLC  
Salkhi Petroleum Inc.  
Attn: Arash Salkhi  
~~10 Sage Street~~  
~~Vallejo, CA 94589~~

PO Box 1678  
San Leandro, CA  
94577

6. **Amendment Controls**

To the extent of any conflict between the Agreement, and this Fourth Amendment, the terms and provisions of this Fourth Amendment shall govern and control.


7. **OTHER TERMS**

Landlord will bear no cost of recording this consent. Signatures can be on separate pages; each as an original; and all together they are a single document. This consent is binding on the signers, and their heirs, administrators, executors, successors and assigns.

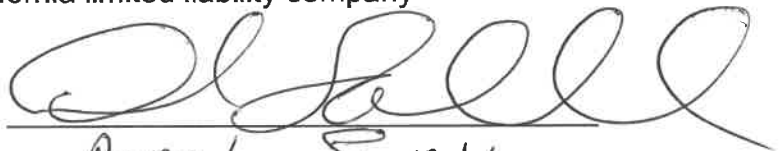
*[signatures on next page]*

*Signatures*


Landlord: COUNTY OF SOLANO,  
A political and geographic subdivision of the State of  
California

By:   
Name: Birgitta Corsello  
Its: County Administrator

Tenant: 10 SAGE ST VALLEJO, LLC,  
A California limited liability company

By:   
Name: ANASI SALKHI  
Its: MEMBER

SALKHI PETROLEUM INC.,  
A California corporation

By:   
Name: ANASI SALKHI  
Its: PRESIDENT