

## STIPULATION REGARDING SETTLEMENT TERMS

This Stipulation Regarding Terms for a Settlement Agreement (“Agreement”) is entered into by and between Crescent City Harbor District (“Plaintiff” or “CCHD”) and Renewable Energy Capital, LLC (“Defendant” or “REC”). The Plaintiff and Defendant are also collectively referred to as “Parties.” This Agreement is based upon the following factual recitals:

### RECITALS

A. Whereas on July 26, 2023, Plaintiff filed two unlawful detainer complaints against Defendant in the Superior Court of California, County of Del Norte, in cases entitled, *Crescent City Harbor District v. Renewable Energy Capital, LLC*, Case Nos. CVUD 2023-2172 and CVUD 2023-2173, which cases were later consolidated (the “Action”).

B. Whereas on October 18, 2023, Plaintiff and Defendant participated in a remote mediation via zoom before Honorable Thomas Hill (Ret), and whereas at the mediation the Parties agreed to certain terms for a settlement of action, subject to approval of Plaintiff’s elected Board of Harbor Commissioners, which will later be incorporated into a long-form Settlement Agreement.

THEREFORE, the Parties agree as follows.

### AGREEMENT AS TO TERMS FOR SETTLEMENT

In consideration of the following terms and conditions, the receipt and sufficiency of which is hereby acknowledged, the Parties agreed at the mediation to the following settlement terms.

1. The ground lease between CCHD and REC for the Redwood Harbor Village RV Park will be deemed terminated and forfeited immediately upon approval of these terms by the CCHD Board.
2. The ground lease between CCHD and REC for the Bayside RV Park will be deemed terminated and forfeited immediately upon approval of these terms by the CCHD Board .
3. REC will pay the total sum of \$100,000 within 30 days of execution of the long form settlement agreement by all Parties.
4. REC shall have the option to terminate the ground lease between the Parties for the South Beach RV Resorts, which is not at issue in the Action. REC will have 30 days from approval of these terms by the CCHD Board to inform CCHD of its decision regarding whether to continue on with the South Beach RV Resorts ground lease, or to terminate this ground lease. If REC elects to terminate that ground lease, all rights and obligations existing under that lease by both Parties shall immediately terminate, and that lease shall be deemed forfeited.

5. These terms for settlement will be incorporated in to a long form settlement agreement to be drafted by counsel for Plaintiff that will provide for a dismissal of the Action, with prejudice within one week of REC's payment of funds as set forth in paragraph 3, and such agreement shall include a standard mutual release of all claims, including a waiver of unknown claims under CCP Sec. 1542 related to the Action.
6. The settlement agreement will not include and will not affect the Parties' ongoing rights and obligations under the Solar Energy Power Purchase and License Agreement ("PPA"). Also to the extent REC elects to continue on with the South Beach RV Resorts ground lease, the settlement agreement will not include and will not affect the Parties' ongoing rights and obligations under that agreement.
7. The Parties, through their counsel of record, will appear at the final Pre-Trial Conference in the Action on October 20, 2023, and will inform the Court that they agreed to settlement terms at the mediation, which are subject to approval by the CCHD Board, and will be memorialized in a long-form settlement agreement. The Parties will jointly request that the Court vacate the trial date and take all pending motions off calendar, subject to potential refiling. The Parties will request that Court set the matter for an OSC re: dismissal for 45 days out.
8. The Parties agree to split the mediator fees for the mediation, 50-50, with each party being responsible for its 50% share.
9. The Parties agree that this agreement may be used in any subsequent proceeding to prove the terms of this agreement pursuant to Evidence Code Sec. 1123, and that this agreement is binding on the Parties, subject only to approval by the CCHD Board, which approval will be sought by CCHD staff and legal counsel at the earliest possible time.
10. The Parties agree that this agreement may be enforced by the Court pursuant to Code of Civil Procedure Sec. 664.6.
11. The Parties agree that each Party will bear its own attorneys' fees and costs in the Action. However, the long-form settlement agreement will a contain standard "prevailing party" attorneys' fees clause.

**IN WITNESS WHEREOF**, it is so agreed by the Parties, and the Mediator.

**Signatures for Stipulation Regarding Settlement Terms**

Dated: October 19, 2023

CRESCENT CITY HARBOR DISTRICT

By:   
TIMOTHY PETRICK, CCHD  
Harbormaster

Dated: October 19, 2023

RENEWABLE ENERGY CAPITAL, LLC

By: \_\_\_\_\_  
ALEX LEMUS

Dated: October 19, 2023

MEDIATOR

By: \_\_\_\_\_  
THOMAS HILL (RET.)

APPROVED AS TO FORM

Dated: October 19, 2023

By:   
CHRISTOPHER PISANO  
Counsel for Plaintiff

Dated: October 19, 2023

By: \_\_\_\_\_  
MICHAEL MCDONNELL  
Counsel for Defendant

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CRESCENT CITY HARBOR DISTRICT

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TIMOTHY PETRICK, CCHD  
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By: \_\_\_\_\_  
ALEX LEMUS

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THOMAS HILL (RET.)

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Dated: October 19, 2023

By: \_\_\_\_\_  
CHRISTOPHER PISANO  
Counsel for Plaintiff

Dated: October 19, 2023

By: \_\_\_\_\_  
MICHAEL MCDONNELL  
Counsel for Defendant

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CRESCENT CITY HARBOR DISTRICT

By: \_\_\_\_\_  
TIMOTHY PETRICK, CCHD  
Harbormaster

Dated: October 19, 2023

RENEWABLE ENERGY CAPITAL, LLC

By:  \_\_\_\_\_  
ALEX LEMUS

Dated: October 19, 2023

MEDIATOR

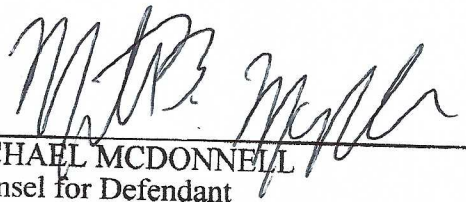
By: \_\_\_\_\_  
THOMAS HILL (RET.)

APPROVED AS TO FORM

Dated: October 19, 2023

By: \_\_\_\_\_  
CHRISTOPHER PISANO  
Counsel for Plaintiff

Dated: October 19, 2023

By:  \_\_\_\_\_  
MICHAEL MCDONNELL  
Counsel for Defendant