

EXHIBIT S

CONSENT TO SECURITY INTEREST IN OPERATING AGREEMENT NO. 15-3354

THIS CONSENT TO SECURITY INTEREST IN OPERATING AGREEMENT No. 15-3354 ("Consent") is made as of this ____ day of _____, 20__, by and between _____ ("Lender") and THE CITY OF LOS ANGELES, acting by and through its Board of Harbor Commissioners ("City").

WHEREAS, the City holds certain real property in trust for the State of California which is located in the County of Los Angeles, State of California, and as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Premises"), which is include within approximately 7500 acres of property designated as the Harbor District within the City of Los Angeles;

WHEREAS, the City entered into that certain Operating Agreement No. 15-3354 between the City of Los Angeles and Hecate Energy Harborside LLC for the Photovoltaic Solar Power Systems dated October 15, 2015 ("Original Agreement"), between City and Hecate Energy Harborside LLC ("Operator"), which Original Agreement has been amended by (i) that certain First Amendment to Operating Agreement No. 15-3354 for the Photovoltaic Solar Power Systems dated March 17, 2016 between City and Operator, (ii) that certain Second Amendment to Operating Agreement No. 15-3354 for the Photovoltaic Solar Power Systems dated July 6, 2016 between City and Operator, and (iii) that certain Third Amendment to Operating Agreement No. 15-3354 for the Photovoltaic Solar Power Systems dated December __, 2016 between City and Operator (the Original Agreement, as so amended, is referred to herein as the "Agreement").

WHEREAS, pursuant to a written _____ [Loan Agreement] dated _____, _____ ("Credit Agreement") by and between Operator and Lender, Lender has made or will make a loan (the "Loan") to Operator for the purpose of financing the activities contemplated in the Agreement, among other things. Payment of the Loan will be secured by, among other things, a grant by Operator of a security interest, lien, collateral assignment and pledge (collectively, "Lien") of, in and against all of Operator's right, title and interest in the Agreement, any and all personal property, and the photovoltaic solar power systems ("PV System(s)"), including carports, and any system component further described in the Harbor Engineering Permit for each respective PV System owned by Operator and located on or used in connection with the Premises or Operator's activities under or pursuant to the Agreement (collectively, the "Collateral"); and

WHEREAS, the Lender has requested that, as a condition to making the Loan to Operator, the City execute and deliver this Consent to Lender.

NOW, THEREFORE, in consideration of the foregoing promises and for good and for valuable consideration, receipt of which is hereby conclusively acknowledged, the parties hereto mutually covenant and agree as follows:

1. The City hereby consents to the Lender's imposition of the Lien upon Operator's right, title and interest in the Collateral by the Lien. Notwithstanding anything contained in the Agreement to the contrary, (a) the appointment of a receiver for Operator's property by Lender or the exercise of similar remedies by Lender regarding the interest of Operator under the Agreement or the levy upon Operator's effects by Lender regarding the interest of Operator under the Agreement or the levy upon Operator's effects by Lender will not constitute a default

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by Operator under the Agreement, and (b) any transfer of Operator's interest under the Agreement or in the Premises through foreclosure or other enforcement of the Lien by Lender, or any similar action or transaction in lieu thereof, shall be permitted without any requirement that the City consent thereto; provided, however, that notwithstanding anything contained herein to the contrary, any successor operator to Operator other than Lender or a Lender Party (defined in Section 9 below) shall be subject to the approval of the Los Angeles Board of Harbor Commissioners (the "Board"), which approval shall not be unreasonably withheld or delayed. If the Lender (or a Lender Party) shall acquire title to Operator's interest in the Agreement, Lender (or such Lender Party) shall be entitled to assign the Agreement to a third party, subject to the approval (not to be unreasonably withheld or delayed) of the Board acting reasonably, and upon such assignment Lender (and such Lender Party) shall be relieved of all liability under the Agreement and this Consent.

2. The City hereby represents that as of the date of this Consent (a) the Agreement is unmodified (except as listed in the Recitals hereto) and is in full force and effect, (b) all sums payable by Operator under the Agreement have been paid through _____, (c) the term of the Agreement is twenty (20) years, unless terminated pursuant to Section 8 of the Agreement; The City hereby agrees that until the time, if any, that the obligations secured by the Lien shall be satisfied or Lender shall give the City written notice that the obligations secured by the Lien have been satisfied:

a. No cancellation, surrender, acceptance of surrender or modification of the Agreement shall be binding upon Lender or affect the liens created by the Lien, without the prior written consent of Lender.

b. No notice, demand, election or other communication required or permitted to be given under the Agreement (all of the foregoing hereinafter in this Section 3(b) collectively being referred to as "notices", and each of them, as a "notice") which shall be given by City to Operator shall be binding upon or affect Lender, unless a copy of said notice shall be given to Lender within the time when such notice shall be required or permitted to be given to Operator. In the case of an assignment of the Lien or change in address of Lender, the assignee thereof or Lender, by notice to City, may change the address to which copies of notices are to be sent as herein provided. All notices and copies of notices to be given to Lender as provided in this Section 3(b) shall be given in the same manner as is provided in the Agreement in respect of notices to be given by City or Operator.

c. Lender shall have the right to perform any term, covenant, condition or agreement and to remedy any default by Operator under the Agreement, and the City shall accept such performance by Lender with the same force and effect as if furnished by Operator.

d. If the City shall give a notice of default to Operator pursuant to the provisions of the Agreement, and if such default shall not be remedied within the applicable grace period provided for in the Agreement, and the City shall thereby, or otherwise, become entitled to terminate the Agreement or declare the Agreement forfeited, then before terminating the Agreement or declaring it forfeited, the City shall give to Lender not less than thirty (30) days additional written notice of the default without a timely cure following the first notice, and shall allow Lender such additional thirty (30) days' within which to cure the default; provided, however, that if Lender elects to cure such default, Lender shall cure the nonpayment of amounts that are readily

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ascertainable and then cure amounts that are not readily ascertainable when such amounts are ascertained in accordance with generally accepted accounting principles. Operator may delegate irrevocably to Lender the authority to exercise any or all of Operator's rights under this Agreement. Any provision of the Agreement or the documents evidencing or creating the Lien which gives to Lender the privilege of exercising a particular right of Operator under the Agreement if Operator has failed to exercise such right shall not be deemed to diminish any right or privilege which Lender may have (i) under this Consent, or (ii) by virtue of any such delegation of authority from Operator to exercise its rights without regard to whether or not Operator has failed to exercise such right.

3. [Intentionally Omitted]

4. So long as the Lien affects the Collateral, or if Lender, a Lender Party or any purchaser at foreclosure (or by statement of sale of personal property, assignment of agreement, or by transfer in connection with any bankruptcy or similar proceeding) shall acquire Operator's interest in the Agreement, the City agrees that if any court of competent jurisdiction shall render a decision which has become final that prevents the performance by the City of any of its obligations under the Agreement, the rights and obligations of Operator and the City shall be determined in accordance with the provisions of applicable law.

5. So long as the Lien affects the Collateral and the Lender retains its right to cure any defaults in the Agreement as provided for in the Agreement or this Consent, the fee title to the Premises shall always be solely in the City, and neither Operator nor Lender or Lender Party shall ever assert any real property interest of any kind in the Premises or ever assert any title or mortgage/real property security interest in the Premises. The City will deliver to Lender an estoppel certificate executed by the Executive Director within forty-five (five) days after Lender's request. The estoppel certificate will certify, subject to any applicable exceptions, that the Agreement is in full force and effect, will identify any modifications to the Agreement, will indicate whether, to the knowledge of City by its Executive Director, any default then exists under the Agreement. The term "Lender Party" means Lender, its successors and assigns approved by the Board or the Executive Director under Section 10 below, and their respective affiliates, nominees or designees.

6. Notwithstanding anything contained in the Agreement to the contrary, wherever in the Agreement the consent or approval of the City, the Board or the Executive Director is required, such consent or approval shall not be unreasonably withheld or delayed.

7. Any notices sent to the City shall, until further notice, be addressed as follows:

The City of Los Angeles Board of
Harbor Commissioners 425 South
Palos Verdes Street San Pedro,
California 90731 Attention: Office of
City Attorney

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8. Any notices sent to Lender shall, until further notice, be addressed as follows:

9. This Consent may not be modified except by an agreement in writing signed by the City and Lender or their respective successors-in-interest. This Consent shall inure to the benefit of and be binding upon the City and Lender, and their respective heirs, representatives, successors and assigns.

10. This Consent may be recorded in the Official Records of the County of Los Angeles.

11. The City understands that Lender will be accepting the Lien and making the Loan in reliance upon the truth of the statements made by the City in this Consent.

IN WITNESS WHEREOF, the parties have executed this Consent by their respective duly authorized representatives.

CITY

THE CITY OF LOS ANGELES,
by its Board of Harbor Commissioners

Dated: _____

By _____
Executive Director

Attest: _____
Acting Secretary

EXHIBIT S

EXHIBIT A

DESCRIPTION OF PREMISES

[to be provided at time of execution]

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