

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is made this ____ day of _____, 2024 ("**Effective Date**"), between Clean Energy, a California corporation registered to do business in Nevada as Clean Energy Fuels Corp. ("**Seller**"), and County of Clark, a political subdivision of the State of Nevada ("**County**"), through its Department of Aviation ("**Buyer**"), and its successors and assigns. The Seller and Buyer are each a "**Party**" to this Agreement, and together they are the "**Parties**." This Agreement shall also constitute escrow instructions to First American Title Insurance Company ("**Escrow Company**"), Anastasia Dion, escrow officer ("**Escrow Agent**"), as to matters set forth herein pertaining to Escrow Agent.

RECITALS

WHEREAS, Seller is the current owner of that certain real property described as Assessor's Parcel Number 177-04-701-003, generally located on the southeast corner of George Crockett Road and Gilespeie Street, in Las Vegas, Nevada (the "**Property**"). The Property is more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference;

WHEREAS, the Parties executed a Letter of Intent (the "**LOI**") on September 5, 2024 attached hereto as **Exhibit B** as reference. The LOI outlined the general terms of the transaction including the feasibility period, described in this Agreement. The feasibility period in LOI will expire fourteen (14) calendar days from the Opening of Escrow. This Agreement supersedes and replaces the LOI; and

WHEREAS, Seller desires to sell under a voluntary acquisition, and Buyer desires to purchase under a voluntary acquisition, the Property (which includes certain improvements thereon, except the personal property described in **Exhibit F** [the "Non-Permitted Personal Property"] which must be removed prior to closing) and Seller's interest in all rights and appurtenances pertaining thereto, including any right, title, and interest of Seller in and to adjacent streets, alleys or rights-of-way, easements, gores or strips of land, and any entitlements relating thereto, development rights, claims, causes of action, and all rights in and to all permits, licenses, authorizations, approvals, maps, studies, and plans specific to the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties hereto agree to the recitals set forth above and to the following terms and conditions:

ARTICLE I DEFINITIONS

- 1.1 The term "Agents," whenever used herein, refers to the real estate agent(s) representing the Parties of this transaction.
- 1.2 The term "Agreement," whenever used herein, refers to the Purchase and Sale Agreement and Joint Escrow Instructions, as the same may be amended from time to time.

- 1.3 The term "Approval Date," whenever used herein, means the date upon which this Agreement is approved by the Board of County Commissioners.
- 1.4 The term "Buyer," whenever used herein, means the Director of the Clark County Department of Aviation of the Clark County Airport System, or designee, acting on behalf of the County.
- 1.5 The term "Buyer's Conditions to Closing," whenever used herein, means the contractual obligations that must be satisfied in order for Buyer to have an obligation to close.
- 1.6 The term "Closing," whenever used herein, has the meaning ascribed in Section 2.7(A).
- 1.7 The term "Closing Costs," whenever used herein, refer to the fees, costs, and taxes that are incurred to complete a real estate transaction.
- 1.8 The term "Closing Date Extension," whenever used herein, means an extension of the Closing Date, as set forth in Section 2.7(B) below.
- 1.9 The term "County," whenever used herein, means the County of Clark, a political subdivision of the State of Nevada, as represented by the Clark County Board of Commissioners ("BOCC") and where this Agreement speaks of "Approval by County," such approval means action by the Clark County Board of Commissioners.
- 1.10 The term "Declaration of Value," whenever used herein, means the form prescribed by the Nevada Tax Commission to provide information with regard to the transfer of real property.
- 1.11 The term "Deed," whenever used herein, refers to the instrument that is recorded that conveys the property to Buyer.
- 1.12 The term "Deposit," whenever used herein, means earnest money deposit in the amount of Two Hundred Sixty Thousand Dollars (\$260,000.00), which is deposited by the Buyer with the Escrow Company after fully executing this Agreement. Upon the expiration of the Investigation Period, the Deposit shall be non-refundable to Buyer, but it shall be applied against the total Purchase Price at Closing if Closing occurs. Subsequently, if the Buyer cancels escrow prior to the expiration of the Investigation Period the Buyer Deposit shall be refunded immediately without any further signatures required.
- 1.13 The term "Effective Date," whenever used herein, means the date set forth in the first paragraph of this Agreement.
- 1.14 The term "Escrow Company," whenever used herein, means the company designated to handle the Closing.
- 1.15 The term "Escrow Agent," whenever used herein, means the individual representative from the Escrow Company that has been assigned to this Closing.

- 1.16 The term "Extension Deposit," whenever used herein, means the additional money required to be deposited in escrow to grant the additional Closing Date Extension.
- 1.17 The term "Hazardous Material," whenever used herein, means the definitions of hazardous substance, hazardous material, toxic substance, regulated substance or solid waste as defined within the following:
- A. COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (42 U.S.C. Section 9601 et seq.)
 - B. RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. Section 6901 et seq.)
 - C. HAZARDOUS MATERIALS TRANSPORTATION ACT (49 U.S.C. Section 5101 et seq.) and all present or future regulations promulgated thereto.
 - D. DEPARTMENT OF TRANSPORTATION HAZARDOUS MATERIALS TABLE (49 C.F.R. Part 172) and amendments thereto.
 - E. ENVIRONMENTAL PROTECTION AGENCY (40 C.F.R. Part 300 and amendments thereto—including Appendices thereto)
 - F. HANDLING OF HAZARDOUS MATERIALS (including transportation of Hazardous Materials by Motor Carriers) (Nevada Revised Statutes 459.700 through 459.780)

All substances, materials and wastes that are, or that become, regulated under, or that are classified as hazardous or toxic under any environmental law, whether such laws are federal, state or local.

- 1.18 The term "Investigation Period" (also referred to as the "Feasibility Period") whenever used herein, means the period of time when the Buyer satisfies its due diligence which shall be a period of fourteen (14) calendar days from the Opening of Escrow. During this period of time, the Buyer is able to cancel the escrow with no recourse and the Deposit is to be completely released to Buyer by Escrow Company with no further signature from Seller.
- 1.19 The term "Letter of Intent," whenever used herein, means the document that outlines the general terms of the transaction, more commonly referred to as the "LOI." The terms outlined in this Agreement supersede the terms of the LOI.
- 1.20 The term "Liquidated Damages," whenever used herein, means in lieu of all other remedies Seller may have, Seller shall be entitled to receive the Deposit and the Extension Deposit (if applicable) as liquidated damages if Buyer defaults under this Agreement.
- 1.21 The term "New Title Exceptions," whenever used herein, means an updated Title Report after the Effective Date which discloses a title exception other than a Permitted Exception of which Buyer was not aware prior to the Effective Date and was not caused by Buyer and that would appear as an exception on the Owner's Title Policy and have a materially adverse effect on the ownership of the Property after the Closing.

- 1.22 The term "New Title Exception Notice," whenever used herein, means an exception on the Owner's Title Policy that may have a materially adverse effect on the ownership of the Property after the Closing. The Buyer shall have the right to request Seller remove such New Title Exception prior to the Closing Date by written notice to Seller. In the event that Seller is unable or unwilling to remove any New Title Exception identified in a New Title Exception Notice on or before Closing, then Buyer may elect to either: (1) accept such New Title Exception and proceed with Closing, in which event such New Title Exception shall constitute a Permitted Exception; or (2) elect to terminate this Agreement, in which event this Agreement shall terminate and Buyer shall be entitled to a refund of the Deposit and Extension Deposit (if applicable).
- 1.23 The term "Opening of Escrow," whenever used herein, means the date the Escrow Company receives the fully executed copy of this Agreement and the Deposit.
- 1.24 The term "Owner's Title Policy," whenever used herein, shall mean an American Land Title Association Policy commonly known as the "ALTA Policy" and referred to as extended coverage title policy issued to Buyer in connection with this Agreement. The Buyer shall be responsible for the difference in the cost between the ALTA Policy and standard coverage title policy "Standard Policy."
- 1.25 The term "Party/Parties," whenever used herein, refers to the Seller and Buyer involved in the transaction.
- 1.26 The term "Permitted Exceptions," means the items set forth on Exhibit C, together with the other title exceptions approved by Buyer pursuant to this Agreement.
- 1.27 The term "Property," whenever used herein, has the meaning set forth in the Recitals to this Agreement.
- 1.28 The term "Proof of Funds," whenever used herein, means a document showing financial proof of the ability to close on the transaction, provided by Buyer to Seller upon request.
- 1.29 The term "Purchase Price," whenever used herein, means the total consideration agreed to be paid by Buyer to Seller for the Property and does not include any Closing Costs and/or prorations. Those costs are separate and referred to as Buyer's Closing Costs. The Deposit and Extension Deposit (if applicable) shall be applied against the Purchase Price at Closing.
- 1.30 The term "Right of First Refusal," whenever used herein, means Buyer hereby grants to Seller a first right of refusal to design and construct (subject to independent third-party validation of Seller's pricing and terms) Buyer's fueling station for hydrogen, Compressed Natural Gas (CNG), and/or Renewable Natural Gas (RNG) should Buyer desire such a fueling station on any real property currently owned or acquired by Buyer within a 3-mile radius of Harry Reid International Airport (LAS Airport) shown on Exhibit G, attached hereto, within five (5) years of the Effective Date of this Agreement (the "ROFR Termination Date") to support the Buyer's vehicle operations at LAS Airport. The grant of this Right of First Refusal shall survive the Closing Date until the ROFR Termination

Date. If, following the Closing Date, Buyer desires to construct such fueling station(s) specifically for LAS Airport, Buyer shall provide Seller with written notice of the same before engaging any third party relating to the design and/or construction of a fueling station for hydrogen, Compressed Natural Gas (CNG), and/or Renewable Natural Gas (RNG).

- 1.31 The term "Seller," whenever used herein, means the person or entity as defined in the first paragraph of this Agreement.
- 1.32 The term "Seller's Conditions to Closing," whenever used herein, means the contractual obligations that must be satisfied in order for Seller to be obligated to close.
- 1.33 The term "Title Objections," whenever used herein, means the items that Buyer reasonably finds objectionable on the Title Report.
- 1.34 The term "Title Commitment," whenever used herein, refers to the promise of a title company to issue an insurance policy for a property after Closing.
- 1.35 The term "Title Report," whenever used herein, has the meaning ascribed in Section 2.6(A).

ARTICLE II AGREEMENT

- 2.1 **PURCHASE AND SALE.** Subject to and in accordance with the terms and conditions set forth in this Agreement, Seller hereby agrees to sell, convey, transfer, and deliver to Buyer, and Buyer hereby agrees to purchase from Seller, the Property. The Property must be delivered free and clear of any property use, rental and/or lease agreement encumbrances.
- 2.2 **PURCHASE PRICE.** The total consideration to be paid by Buyer to Seller for the Property shall be equal to the amount of Two Million Three Hundred Ten Thousand Dollars (\$2,310,000.00) ("**Purchase Price**"), plus other Closing Costs and prorations ("**Buyer's Closing Costs**") at the Closing as defined in Section 2.7 of this Agreement.
- 2.3 **EARNEST MONEY DEPOSIT.** The Deposit shall be deposited by Buyer with the Escrow Company within five (5) business days after the delivery by Buyer to the Escrow Company of a fully executed Agreement. The Deposit shall be made to the Escrow Company. The Deposit shall be held in escrow by the Escrow Agent during the pendency of this Agreement and shall remain refundable to Buyer during the Investigation Period. Upon the expiration of the Investigation Period, the Deposit shall be non-refundable to Buyer, but it shall be applied against the total Purchase Price at Closing if Closing occurs.
- 2.4 **ESCROW.** The purchase of the Property shall be consummated through escrow. The Opening of Escrow is the date the Escrow Company receives the fully executed copy of this Agreement and the Deposit. Escrow Company shall notify the Parties of the opening date and the escrow number. This Agreement shall constitute escrow instructions to Escrow Company. The Escrow Agent is hereby authorized, directed and instructed to

comply with the terms of this Agreement. The Parties may, by mutual consent, execute such additional escrow instructions as appropriate or as reasonably necessary in effecting the Closing. In the event of a conflict between any escrow instructions and this Agreement, this Agreement shall control. The Escrow Agent shall not take any action contrary to this Agreement absent the express written direction of the Parties through their counsel or authorized representatives. Closing shall occur as provided in Section 2.7 of this Agreement.

2.5 INVESTIGATION PERIOD.

- A. The Buyer has fourteen (14) calendar days from the Opening of Escrow to complete the Investigation Period. The Buyer will conduct an investigation of the Property to conclude its feasibility for Buyer's intended use. Prior to the expiration of the Investigation Period, Buyer may, for any reason or for no reason, in Buyer's sole and absolute discretion, cancel escrow and receive a full refund of the Deposit without any interference or further instruction, signatures or authorization from Seller.
- B. Buyer shall, at Buyer's sole cost and expense without any expense to the Seller, be entitled to inspect the Property, to conduct such tests, surveys, analysis and feasibility of Buyer's intended use of the Property, provided however, Buyer may not do any destructive testing or investigation on the Property without approval of the Seller. Buyer will ensure all inspections will be coordinated and conducted with a minimum of twenty-four (24) hours' notice to Seller. Buyer shall return the Property to substantially the same condition in which it was prior to the time of such entry.
- C. Seller shall not be responsible for any injuries suffered by Buyer or third parties present at Buyer's request while on Seller's Property conducting such inspections, tests or walk-throughs. However, Buyer shall not be responsible for, or any liability to the extent arising from: (1) any injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence or any misconduct or omission by Seller, Seller's agent or other third parties on the Property; (2) pre-existing conditions not exacerbated by Buyer, (3) Seller's actions or inactions, (4) Hazardous Materials (as defined by applicable law) not placed on the Property by Buyer, or (5) discovering conditions, facts or circumstances that adversely affect (or may adversely affect) the value of the Property.
- D. Seller agrees to furnish Buyer, within five (5) days of the signing the LOI, copies of any and all studies, reports, plans, surveys, inspections, permits, approvals, documents and other materials that are in Seller's possession relating to the Property, and any documents and materials that may be necessary or appropriate to complete Buyer's investigation and inspection, including any items identified in the LOI.
- E. If Buyer determines, in Buyer's sole judgment that the Property is not suitable for any reason, Buyer shall notify Seller and Escrow Agent in writing on or before

expiration of the Investigation Period. Upon such notice from Buyer, the Escrow Company shall return the Deposit to Buyer without any further instructions or signatures from Seller, and neither Buyer nor Seller shall have any further obligations hereunder. If Buyer cancels this Agreement due to a specific inspection report, Buyer shall provide Seller at the time of cancellation a copy of the report.

2.6 **TITLE.**

- A. **Delivery of Title Report & Title Commitment.** Escrow Agent shall deliver to Buyer as soon as practicable after Seller's execution of this Agreement a current title commitment on the Property leading to the issuance of an ALTA Policy of title insurance covering the Property, together with copies of all documents referred to in such title commitment (the title commitment and such supporting documents are referred to collectively as the "Title Report").
- B. **Review of Title Report.** Buyer shall have five (5) days following the Effective Date to examine the Title Report and to specify to Seller those items in the Title Report that Buyer will accept as permitted exceptions to title ("**Permitted Exceptions**"), and those items that Buyer reasonably finds objectionable ("**Title Objections**"); provided, however, the Title Objections shall not include any exceptions set forth in **Exhibit C** to this Agreement. If Buyer does not deliver to Seller a written notice specifying those items that are Permitted Exceptions and those items that are Title Objections within the stated periods, then all of the items reflected on the Title Report shall be considered to be Permitted Exceptions. Seller shall have no obligation to remove or otherwise take any action with respect to the Permitted Exceptions.
- C. **Title Objections.** If, in the reasonable judgment of Buyer, title is found to be defective, Buyer, within five (5) days as stated above, shall notify Seller in writing specifying the defect(s) and objection(s), and Seller shall notify Buyer within five (5) business days, in writing, of its intent to correct, or not correct and/or remove said Title Objections.
- D. **Uncorrected Title Objections.** If Seller does not cure such Title Objections to Buyer's satisfaction, Buyer shall have the option to: (1) terminate the escrow and all obligations under this Agreement by giving written notice of cancellation to Escrow Agent within the period specified above, in which event the Deposit shall be returned to Buyer without any further notice, signatures or approval by the Seller and/or Escrow Company, and all Parties shall be released of all further obligations under this Agreement; or (2) elect in writing to purchase the Property thereon subject to any Title Objections not so corrected or removed, which shall then be deemed Permitted Exceptions.
- E. **Title Insurance.** At Closing, the Seller will cause the Escrow Company to deliver to Buyer an Owner's Title Policy naming Buyer as the insured, with liability in the amount of the Purchase Price, insuring that Buyer owns fee simple title to the Property, and showing title to the Property vested in Buyer subject only to the

Permitted Exceptions. Any endorsements Buyer elects to obtain shall be at Buyer's sole cost.

- F. **New Title Exception.** If any updated Title Report discloses a New Title Exception other than a Permitted Exception of which Buyer was aware of and was not caused by Buyer and that would appear as an exception on the Owner's Title Policy and have a materially adverse effect on the ownership of the Property after the Closing, then Buyer shall have the right to request Seller remove such New Title Exception prior to the Closing Date by issuing a New Title Exception Notice. In the event that Seller is unable or unwilling to remove any New Title Exception identified in a New Title Exception Notice on or before Closing, then Buyer may elect to either: (1) accept such New Title Exception and proceed with Closing, in which event such New Title Exception shall constitute a Permitted Exception; or (2) elect to terminate this Agreement, in which event this Agreement shall terminate and Buyer shall be entitled to a refund of the Deposit and the Extension Deposit (if applicable) as defined below in Section 2.7.

G. **Title Conveyance and Possession.**

- (i) Title to the Property shall be conveyed to Buyer at Closing by a Deed in the form as attached hereto as **Exhibit D**, duly executed, acknowledged and otherwise in proper form for recording (the "**Deed**").
- (ii) Actual possession of the Property shall be delivered to Buyer on the date of Closing by delivery of the Deed.

2.7 **CLOSING.**

- A. **Date and Place.** The Closing of the sale of the Property by Seller to Buyer with designated Escrow Company shall be on or before thirty (30) calendar days from the Opening of Escrow.
- B. **Extension.** Buyer shall have the one-time right and option to extend the Closing for a period of thirty (30) calendar days ("**Closing Date Extension**") following the initial scheduled Closing exercisable by Buyer's delivery of notice of such extension given to Escrow Agent and Seller and deliver of the Extension Deposit set forth in Section 2.7(C) below at least five (5) business days prior to the initial scheduled Closing. Seller shall have the one-time right and option to extend the Closing for a period up to ninety (90) calendar days ("Seller's Closing Date Extension") following the initial scheduled Closing exercisable by Seller's delivery of notice of such extension given to Escrow Agent and Buyer at least five (5) business days prior to the initial scheduled Closing.
- C. **Extension Deposit.** Buyer shall Deposit with Escrow Agent an additional Twenty-Five Thousand Dollars (\$25,000.00) for the Closing Date Extension (the "**Extension Deposit**"), which shall be applied to the Purchase Price at Closing if Closing occurs. The balance of the total Purchase Price, reduced by the Deposit and the Extension Deposit (if applicable), shall be deposited by Buyer with Escrow Agent on or before the Closing.

D. Closing Costs. Seller and Buyer agree to the following costs at the Closing:

- (i) **Prorations.** All real estate taxes relating to the Property for the year of the Closing shall be prorated as of the date of the Closing between Seller and Buyer. If the amount of the taxes for that year are not known at the time of Closing, the prorations shall be based on an estimate of the taxes for the year of Closing, and when the tax information becomes available, Seller or Buyer may request reimbursement from the other Party for any excess amount charged to that Party at the Closing.
- (ii) **Paid by Seller.** Seller agrees to pay the cost of preparing the Deed, the Owner's Standard Title Policy; any special improvement district (SID) and/or local improvement district (LID) balances in full, the cost of preparing and recording any releases and other documents necessary to convey the Property in accordance with this Agreement; fifty percent (50%) of any other reasonable and customary escrow or closing fees charged by the Escrow Agent; Seller's attorney's fees, and any other similar closing costs customarily paid by a seller.
- (iii) **Paid by Buyer.** Buyer agrees to pay the recording fee for the Deed; the Real Property Transfer Tax; the cost difference between the Standard Policy and ALTA Policy; full cost for any endorsements; Buyer's attorney's fees, and fifty percent (50%) of any other reasonable and customary escrow or closing fees charged by the Escrow Agent.
- (iv) **Commissions.** Seller agrees to pay any real estate commission due to its listing agent or broker engaged in connection with this Agreement. Without limiting the foregoing, Seller shall have the sole obligation to pay any and all brokerage commissions, finder fees, costs and expenses in connection made by or through the acts of Seller in connection with the transactions provided herein. Seller shall indemnify, defend (with legal counsel reasonably acceptable to the Buyer) and hold Buyer harmless for, from and against (1) any and all claims by third parties made by or through the acts of Seller for real estate or brokerage commissions or a finder's fee in connection with the transactions provided herein, and (2) any and all costs and expenses (including, but not limited to, court cost and reasonable attorneys' fees) incurred by Seller in connection therewith.

E. Conditions to Closing.

- (i) **Buyer's Conditions to Closing.** Buyer's obligation to close this transaction is subject to the satisfaction (or Buyer's written waiver) of the following conditions ("**Buyer's Conditions to Closing**") on and as of the Closing, unless an earlier date is specified in this Agreement:
 - (a) Seller shall execute and deliver to Escrow Agent for recording a Deed in form and substance reasonably satisfactory to Buyer, fully executed and acknowledged by Seller, conveying the Property to Buyer;

- (b) Seller's representations and warranties set forth in this Agreement are true, accurate and correct in all material respects on and as of the Closing;
 - (c) Seller shall have performed all of Seller's obligations and covenants set forth in this Agreement in all material respects;
 - (d) Owner's Title Policy. Seller shall cause the Escrow Agent to issue and deliver to Buyer an Owner's Title Policy in the amount of the Purchase Price, insuring that Buyer is owner of the Property subject only to any Permitted Exceptions identified in **Exhibit C**;
 - (e) Seller shall remove all Non-Permitted Personal Property, debris, and trash from the Property prior to Closing.
 - (f) Any other express conditions set forth in this Agreement in Buyer's favor shall have been fully satisfied.
- (ii) Seller's Conditions to Closing. Seller's obligation to close this transaction is subject to the satisfaction (or Seller's written waiver) of the following conditions ("**Seller's Conditions to Closing**") on and as of the Closing, unless an earlier date is specified in this Agreement:
- (a) Buyer's representations and warranties set forth in this Agreement are true, accurate and correct in all material respects on and as of the Closing;
 - (b) Buyer has performed all of its obligations to be performed by Buyer on or before Closing in all material respects; and
 - (c) All other conditions set forth in this Agreement in Seller's favor shall have been satisfied.
- (iii) Failure of Conditions. In the event any of the conditions set forth in this Agreement are neither waived nor fulfilled, the Party/Parties for whose benefit such condition is in favor of may terminate this Agreement, in which event the Deposit shall be returned to Buyer, subject to the remedies set forth in this Agreement if the failure of a condition is due to a breach of Seller or Buyer, as set forth in Section 2.11. Notwithstanding anything to the contrary, if such failure of the condition(s) under Section 2.7(E)(ii) constitutes a default by Buyer of its covenants or obligations hereunder, Seller may exercise any of its remedies pursuant to Section 2.11(A).

F. Closing Documents.

- (i) Action at Closing by Seller. On or before the Closing, Seller shall have provided to Escrow Agent certified resolutions and such other instruments as may be required by Escrow Agent, evidencing the authority of Seller to enter into and perform this Agreement and to perform Seller's obligations

hereunder. On or before the Closing, Seller shall have provided to Escrow Agent an affidavit stating, under penalty of perjury, Seller's U.S. taxpayer identification number and that Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code. Seller shall have also provided all such other documents and instruments as are contemplated hereunder or as may be reasonably required by Buyer or Escrow Agent, and necessary to consummate this transaction and to otherwise effectuate the agreements of the Parties and issue the Owner's Title Policy (including, without limitation, any required owner's affidavit) and such other payments as are contemplated hereunder.

- (ii) Action at Closing by Buyer. On or before the Closing, Buyer shall deliver or cause to be delivered to Escrow Agent (if not otherwise delivered prior thereto) all of the following, and with respect to any instruments or documents referred to below, all such items shall be dated on or before the Closing, fully executed and acknowledged (if applicable) by Buyer:
 - (a) All funds necessary to pay the total Purchase Price and all other funds necessary to pay any other amounts due under this Agreement at the Closing;
 - (b) A counterpart of the Declaration of Value (defined below); and
 - (c) Such other funds, instruments or documents as are reasonably necessary to fulfill the covenants and obligations to be performed by Buyer pursuant to this Agreement.
- (iii) Action at Closing by Escrow Agent. Upon Buyer's and Seller's compliance with the requirements above, Escrow Agent shall take all necessary action at the Closing to close the transaction contemplated by this Agreement, including, without limitation:
 - (a) Record the Deed together with a Declaration of Value as required by Nevada law (the "**Declaration of Value**");
 - (b) Disburse funds in accordance with this Agreement and any settlement statement approved in writing by Buyer and Seller at the Closing;
 - (c) Deliver originals or copies (as applicable) of all Closing documents to each of the Buyer and Seller; and
 - (d) Take such other actions as are reasonably necessary to comply with the obligations to be performed by Escrow Agent at the Closing pursuant to this Agreement.

2.8 **CANCELLATION OF AGREEMENT.** Notwithstanding the foregoing, if the Approval Date does not occur within forty-five (45) days following the date on which Seller signs this Agreement, then Seller shall have the right to terminate this Agreement.

2.9 **BUYER'S REPRESENTATIONS AND WARRANTIES.** Buyer represents and warrants to Seller that the following are true, accurate and correct as of the Effective Date, and Buyer covenants to Seller that the following will be true, accurate and correct as of the Closing Date:

- A. Buyer is a political subdivision of the State of Nevada. Buyer has full power, right and authority to enter into and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Buyer has been duly and properly authorized by the Board of County Commissioners action in accordance with applicable law.
- B. No pending or, to the knowledge of Buyer, threatened litigation exists which if determined adversely would restrain the consummation of the transactions contemplated by this Agreement or would declare illegal, invalid or non-binding any of Buyer's obligations or covenants to Seller.

2.10 **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller represents and warrants to Buyer that the following are true, accurate and correct as of the Effective Date, and Seller covenants to Buyer that the following will be true, accurate and correct as of the Closing Date:

- A. Seller represents it has no actual knowledge of any environmental conditions existing at the Property, except as may be disclosed in the Phase I Environmental Site Assessment Reports attached hereto and incorporated herein as **Exhibit E**. Until the Closing, Seller shall not knowingly permit or cause any material deterioration in the physical condition of the Property, and shall not release nor cause or permit any other party to release, any Hazardous Materials (defined below) on the Property. Except as disclosed to Buyer in writing prior to the Effective Date, to Seller's knowledge, no Hazardous Materials are present on any portion of the Property, or any adjacent property, which may, under any applicable federal, state or local laws, rules or regulations, require remedial action. Seller agrees Buyer and/or its Agents may, without liability to Seller, make all disclosures and file all reports, if and to the extent required by law with respect to Buyer's discovery of any Hazardous Materials on the Property prior to the Closing. As used in this Agreement, the term "Hazardous Materials" shall mean any substance, material or matter (including, but not limited to, asbestos and petroleum, gasoline, crude oil or any products, byproducts or fractions thereof) whose nature, quantity or manner of existence, use, management, control, handling, manufacture, creation, generation, storage, disposal, discharge, removal, treatment, containment, remediation or transportation is regulated under any federal, state, county, municipal and local laws, statutes, rules, regulations and ordinances in existence as of the Effective Date. Without limiting the generality of the foregoing and in order to avoid any ambiguities, the scope of substances included within those terms shall specifically include hazardous substances, hazardous waste, Hazardous Materials, toxic substances, contamination, pollution, flammables, explosives, radioactive and/or reactive materials, infectious substances, sharps, asbestos (whether friable or non-friable), perchloroethylene (and/or other chemicals used in the dry cleaning

industry), polychlorinated biphenyl (PCB's), underground storage tanks, and all petroleum products and the fractions thereof.

- B. Seller represents and warrants that they have not received any written notice of any violations or claims arising from Hazardous Materials with regard to the Property, and no action or proceeding based on any such violation or claim is currently being asserted or pursued or, to Seller's knowledge, currently being threatened.
- C. Seller represents and warrants that at the Closing, the Property shall be delivered free and clear of any interest in the Property, including without limitation, liens, mortgages, leaseholds, contracts, agreements or transactions with any third party relating to the management, operation, maintenance, or repair of the Property, including contracts related to any cellular or other telecommunications facilities, and only subject to Permitted Title Exceptions and improvements identified in **Exhibit F**.
- D. Seller has not entered into any oral or written leases, licenses, or other agreements allowing any third party any right to possess or use the Property not shown on the Title Report. Seller has no knowledge of any adverse possession or prescriptive easement claim with respect to the Property.
- E. To Seller's knowledge, there is no pending litigation, arbitration, administrative proceeding, condemnation action or other legal or governmental action with respect to the use, ownership or possession of any part of the Property, nor does Seller have any knowledge that any such litigation, arbitration, proceeding or action is contemplated.
- F. Seller has the full power and authority to execute this Agreement. Each person signing this Agreement and any documents and instruments in connection herewith on behalf of Seller has full corporate power and authority to do so. All necessary corporate or partnership actions have been taken to duly authorize the execution and delivery of this Agreement and the documents and instruments contemplated by this Agreement and the performance by Seller of the covenants and obligations to be performed and carried out by it hereunder.
- G. To Seller's knowledge, Seller has delivered or made available to Buyer the documents set forth on **Schedule 1**, attached hereto, to the extent in Seller's possession or control.
- H. After the Effective Date, Seller shall not enter into any contract or agreement that would be binding upon Buyer or the Property from and after the Closing.
- I. The covenants, representations and warranties of Seller set forth in this Section 2.10 shall survive the Closing for a period of six (6) months after the Closing (the "Survival Period"); provided, however, that same shall continue to survive to the extent any claim based upon any alleged breach thereof is asserted in writing within the Survival Period. Each covenant, representations and warranties of Seller set forth in this Section 2.10 shall automatically be null and void and of no

further force and effect following the last day of the Survival Period, and Seller shall have no liability after the Survival Period. Notwithstanding anything contained herein to the contrary, if the Closing shall have occurred, the aggregate liability of Seller arising pursuant to or in connection with the representations, warranties, covenants and other obligations (whether express or implied) of Seller in this Agreement shall not exceed \$50,000.

Any representations and warranties made "to the knowledge of Seller" shall not be deemed to imply any duty of inquiry. For purposes of this Agreement, the term Seller's "knowledge" shall mean and refer only to actual knowledge of the Greg Roche (without such person having any personal liability with respect thereto) and shall not be construed to refer to the knowledge of any other partner, officer, director, agent, employee or representative of Seller, or any affiliate of Seller, or to impose upon such individual any duty to investigate the matter to which such actual knowledge or the absence thereof pertains, or to impose upon such individual any individual personal liability.

2.11 DEFAULT AND LIQUIDATED DAMAGES.

- A. **Buyer Default.** Seller, in lieu of all other remedies Seller may have at law or equity, shall be entitled to receive the Deposit and the Extension Deposit (if applicable) from Escrow Agent as Liquidated Damages if Buyer defaults under this Agreement. Buyer and Seller agree that the Liquidated Damages amount constitutes the amount of damages incurred by Seller as a result of a default by Buyer. Seller agrees that the Deposit is a reasonable estimate of Seller's damages, and that Seller shall be entitled to retain the Deposit as Liquidated Damages and as its sole and complete remedy.
- B. **Seller Default.** If Seller (i) defaults on its obligations hereunder to deliver to Escrow Agent the deliveries specified under this Agreement on the date required thereunder, or to close on the sale of the Property on the Closing Date, or (ii) prior to the Closing defaults on its covenants or obligations under this Agreement, and such default continues for more than ten (10) days after written notice from Buyer, then, at Buyer's election and as Buyer's exclusive remedy, Buyer may either (a) terminate this Agreement, and the Deposit and any Extension Deposit shall be returned to Buyer and Buyer may recover, as its sole recoverable damages (but without limiting its right to receive a refund of the Deposit and any Extension Deposit), its direct and actual out-of-pocket expenses and costs (documented by paid invoices to third parties) in connection with this transaction, which damages shall not exceed \$25,000 in the aggregate, or (b) seek specific performance of Seller's obligation to close on the sale of the Property pursuant to this Agreement (but not damages). Buyer may seek specific performance of Seller's obligation to close on the sale of the Property pursuant to this Agreement only if, as a condition precedent to initiating such litigation for specific performance, Buyer shall (x) not otherwise be in default under this Agreement; and (y) file suit therefore with the court on or before the 30th day after the Closing Date.

- 2.12. **DAMAGE.** In the event of any material damage or other material loss to the Property prior to the Closing, by any means whatsoever (excluding any damage or loss caused by Buyer or any party acting on behalf of Buyer), including, but not limited to, damage by earthquake, fire, or release of or exposure to any Hazardous Materials, Buyer at its discretion may either (1) terminate this Agreement whereupon the Deposit shall be immediately returned to Buyer and this Agreement shall be cancelled; or (2) purchase the Property provided that Seller shall assign to Buyer at the Closing all monies to be paid by Seller's insurer in connection with the damage or loss, and all claims for monies payable from Seller's insurer in connection with the damage or loss. In the event of "waste" caused or knowingly permitted by Seller during the term of this Agreement, Buyer shall have all remedies available at law or in equity. All risk of loss with respect to the Property remains with Seller until the Closing.

As used herein, "material damage" and "material loss" are deemed to be any damage or destruction to the Property where the cost of repair or replacement is estimated to be more than Twenty-Five Thousand Dollars (\$25,000.00). In the event of any damage or other loss to the Property prior to the Closing that is not material, Buyer shall proceed to the Closing and the provisions of this Section in the preceding paragraph shall apply.

- 2.13. **CONDEMNATION.** Seller agrees to give Buyer written notice of any action or proceeding instituted or pending in eminent domain or for condemnation affecting any part of the Property promptly after Seller's receipt thereof. If prior to Closing all or a substantial portion (and, for the purposes of this Agreement, a "substantial portion" shall be deemed to include ten percent (10%) or more of the Property taken by condemnation or eminent domain proceeding or other transfer in lieu thereof (or in the event any notice of any of the foregoing shall be delivered), Seller and Buyer shall have the right to terminate this Agreement by notice to the other Party within ten (10) business days after the receipt of notice of such proceedings. In which event the Deposit shall be returned to Buyer and neither Party shall have any further liability or obligation hereunder except for liabilities, rights and remedies which survive Closing or termination as provided in this Agreement. In the event of a partial taking of less than a substantial portion of the Property this Agreement shall continue in full force and effect, and Seller shall at Closing credit or assign to Buyer all of Seller's right, title and interest in the condemnation award and all other rights or claims arising out of or in connection with any such eminent domain or condemnation action or proceeding.

2.14. **MISCELLANEOUS.**

- A. **Assignment.** Buyer may not assign or transfer any of its rights or obligations under this Agreement either directly or indirectly (whether by outright assignment or transfer, transfer of ownership interests or otherwise) without the prior written consent of Seller; provided, however, Buyer may assign all of its interest in this Agreement on or before the Closing Date to an entity (a "Buyer Assignee") that is directly or indirectly, through one or more subsidiaries, wholly owned and controlled by Buyer so long as (i) Buyer gives Seller at least seven (7) business days' advance written notice thereof (including the name, vesting and signature block of the Buyer Assignee), and (ii) Buyer and Buyer Assignee execute

and deliver an assignment and assumption agreement in form reasonably satisfactory to Seller.

- B. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- C. **Confidentiality.** Any information provided by the Seller pursuant to this Agreement may be disclosed by the Buyer in order for Buyer to comply with Nevada law, including NRS Chapter 239. Although the Buyer will endeavor to limit the disclosure of any information listed by the Seller as confidential, the Buyer shall not be liable for any disclosure of any information related to this transaction. The Buyer is required to receive authorization from the BOCC for this acquisition via a public meeting in which the Purchase Price and other details in this Agreement have been or will be disclosed as an agenda item and may be heard and discussed at the public meeting.
- D. **Construction.** Both Parties hereto have had the opportunity to participate in the construction of this Agreement, and any ambiguities shall not be interpreted against either Party as being the constructing Party.
- E. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute but one instrument. Any such counterpart containing the original signature of a Party hereto and which is delivered into escrow via email transmission shall be deemed valid and binding.
- F. **Electronic/Email Execution and Delivery.** An email transmission of this Agreement may be executed by one or more Parties hereto, and an executed copy may be delivered by one or more Parties by email transmission pursuant to which the signature of or on behalf of such Party can be seen, and such execution and delivery shall be considered valid, binding, and effective for all purposes. At the request of any Party, all Parties agree to execute an original of this Agreement as well as any email transmission or other reproduction hereof.
- G. **Entire Agreement; Amendments.** This Agreement is intended by the Parties to be the final integrated expression of their agreement with respect to the subject matter hereof and is intended as the complete and exclusive statement of the terms of agreement between the Parties. As such, this Agreement supersedes the LOI and any and all other prior understandings between the Parties, whether oral or written. Any amendments to this Agreement shall be in writing and shall be signed by both Parties hereto.
- H. **Further Assurances.** The Parties hereto shall execute, acknowledge and deliver such other instruments and documents as may be necessary or appropriate to carry out the full intent and purpose of this Agreement.
- I. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. Jurisdiction and venue for any

action concerning this Agreement shall be solely and exclusively in Clark County, Nevada.

- J. **Headings.** The headings in this Agreement are for convenience only and are not to be used to interpret the meaning of any portion of this Agreement.
- K. **Indemnity.** [Reserved]
- L. **Interpretation.** Words of any gender used in this Agreement shall be held and construed to include any gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The word "including" shall be construed inclusively, and not in limitation, whether or not the words "without limitation" or "but not limited to" (or words of similar importance) are used with respect thereto. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.
- M. **Legal Fees and Costs.** Should either Buyer or Seller employ an attorney or attorneys to enforce any of the terms and conditions hereof, or to protect any right, title, or interest created or evidenced hereby, in addition to such other relief as may be awarded, the non-prevailing Party in any action pursued in courts of competent jurisdiction shall pay to the prevailing Party (as determined by the court before which such suit or proceeding is commenced) all reasonable costs, damages and expenses, including attorney's fees, actually expended or incurred by the prevailing Party. The provisions of this Section shall survive the Closing or any termination of this Agreement.
- N. **No Partnership.** Nothing in this Agreement shall be deemed in any way to create between Buyer and Seller any relationship of partnership, joint venture, agency or association, and Buyer and Seller disclaim the existence thereof.
- O. **No Recordation.** Neither this Agreement nor any memorandum of this Agreement may be recorded or lodged for recording in any office of public record. Any attempt by either Party to affect such recording shall constitute a material default under this Agreement entitling the non-recording Party to all remedies provided for in Section 2.11 of this Agreement.
- P. **No Third Party Beneficiaries.** This Agreement is intended for the exclusive benefit of Buyer and Seller and their respective permitted assigns and is not intended and shall not be construed as conferring any benefit on any third party or the general public.
- Q. **Notices.** Unless otherwise required by law, all notices required to be given hereunder shall be in writing and shall be conveyed by personal delivery (including by any messenger, courier service, overnight delivery service or email transmission with receipt verification), or the United States Postal Service by certified or registered mail, postage prepaid, with return receipt requested, as follows:

If to Seller: c/o Clean Energy
4675 MacArthur Court, Suite 800
Newport Beach, CA 92660
Attention: Katheryn Klein and Greg Roche
Email: Katheryn.Klein@cleanenergyfuels.com;
Greg.Roche@cleanenergyfuels.com;

with a copy to:

Rutan & Tucker, LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612
Attention: Bryan A. Wilbert, Esq.
Email: bwilbert@rutan.com

If to Buyer: Clark County Department of Aviation
Attn: Lisa Meranto - Real Estate Manager
PO Box 11005
Las Vegas, Nevada 89111-1005
Telephone: (702) 261-5509
Email: lisam@lasairport.com

If to Escrow Agent: First American Title Insurance Company
Attn: Anastasia Dion
8311 W. Sunset Road, Suite 100
Las Vegas, NV 89113
(702) 266-8980
adion@firstam.com

Notice given by personal delivery shall be deemed to have been given upon delivery to the appropriate address upon receipt thereof (or upon refusal of acceptance) or upon electronically confirmed email to the email addresses above, and notice given by U.S. mail shall be deemed to have been given three (3) business days after deposit in the U.S. mail. Each Party may designate from time to time, another address in place of the address set forth above by notifying the other Parties in the same manner as provided in this paragraph. Any Party may change its address for notice by written notice given to the other Party at least five (5) calendar days before the effective date of such change in the manner provided in this Section.

- R. **Risk of Loss.** All risk of loss with respect to the Property remains with Seller until the Closing. The risk of loss with respect to the Property shall shift to Buyer as of the Closing.
- S. **Severability.** It is expressly understood and agreed by and between the Parties hereto that in the event any provision of this Agreement is found to be invalid by a court of competent jurisdiction, such provision shall be severed from this

Agreement, and the remainder of this Agreement shall remain in full force and effect.

- T. **Survivability.** Except for the provisions in this Agreement, that by their express terms survive the termination of this Agreement or the Closing (collectively, the "Survival Provisions") none of the terms and provisions of this Agreement shall survive the termination of this Agreement, and if the Agreement is not so terminated, all of the terms and provisions of this Agreement (other than the Survival Provisions, which shall survive the Closing) shall be merged into the Closing documents and shall not survive Closing.
- U. **Time is of the Essence.** Time is of the essence with respect to the performance of all terms, covenants, conditions and provisions of this Agreement. If the date for performance or provisions of this Agreement is a Saturday, Sunday or holiday, the date for performance shall be extended until the next business day. As used in this Agreement, the term "business day" means any Monday through Friday that is not a Nevada State or federal holiday.
- V. **Unavoidable Delays.** A delay in the completion of any obligation under this Agreement as a result of an unavoidable delay means any delay beyond the reasonable control of the Party seeking to be excused as a result thereof which are the direct result of strikes, other labor troubles, prolonged adverse weather or acts of God, acts of terrorism, fire or other casualty to the Property, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit (other than the Buyer in exercising its rights under this Agreement) which directly result in delays ("Unavoidable Delay"). Any Unavoidable Delay shall extend the deadline for completion of such obligation for the period of the Unavoidable Delay, provided that (a) if the Party seeking to rely upon such provisions shall fail to give notice to the other Party of such Unavoidable Delay and the cause or causes thereof, to the extent known, within two (2) business days after obtaining knowledge of the beginning of the delay, the period of any Unavoidable Delay shall be reduced for the period of time prior to the delivery of such notice, (b) the period of any Unavoidable Delay shall also be reduced by any portion of such delay resulting from the failure of the Party claiming the Unavoidable Delay to act diligently and in good faith to avoid foreseeable delays in performance, and to remove the cause of the delay or to develop a reasonable alternative means of performance, and (c) the total extension for all Unavoidable Delays shall not exceed ten (10) calendar days.
- W. **Waiver.** No waiver of default by either Party hereto of any of the terms, covenants or conditions in this Agreement to be performed, kept or observed will be construed to be or act as a waiver of any subsequent default of any of the terms, covenants, conditions herein contained to be performed, kept and observed.
- X. **Signatures.** By signing this Agreement, both Parties state herein that they have read and understand the entire Agreement and agree to proceed with the transaction of the above-described Property under the terms and conditions

stated herein. The Parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein. All email signatures are to be considered as originals.

- Y. **Marketing.** Seller agrees that Seller shall cease marketing and developing the Property. Buyer shall not be responsible for any of the costs incurred by Seller for the marketing and development of the Property.

[SIGNATURES ARE ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first set forth above.

BUYER:
CLARK COUNTY, NEVADA

By: _____
Rosemary A. Vassiliadis
Director of Aviation

Date of Execution: _____, 202__

SELLER:
CLEAN ENERGY,
A CALIFORNIA CORPORATION REGISTERED TO
DO BUSINESS IN NEVADA AS CLEAN ENERGY
FUELS CORP.

By: Robert M. Vreeland
Robert F. Vreeland Robert M. Vreeland
Chief Financial Officer

Date of Execution: October 23, 2024

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: _____
John P. Witucki
Senior Attorney

Date of Execution: Oct. 28, 2024

ESCROW AGENT ACCEPTANCE

Escrow Agent hereby: (1) acknowledges receipt of the Deposit, (2) has received originally executed counterparts or a fully executed original of the foregoing Agreement, (3) agrees to be bound and perform the terms thereof as such terms apply to Escrow Agent, (4) accepts the escrow created by the foregoing Agreement, and (5) confirms that the Opening of Escrow occurred on _____, 2024.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Anastasia Dion
Escrow Agent

EXHIBIT A

LEGAL DESCRIPTION

That portion of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 4, Township 22 South, Range 61 East, M.D.B.&M., more particularly described as Government Lot Thirty-Two (32).

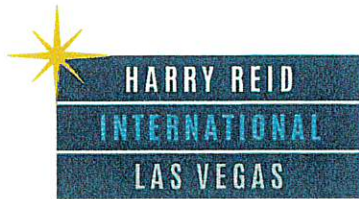
Excepting therefrom that portion as conveyed to Clark County by Final Order of Condemnation recorded August 6, 1993, in Book 930806, as Instrument No. 00728, of Official Records.

Assessor's Parcel Number: 177-04-701-003

EXHIBIT B

EXECUTED LETTER OF INTENT ("LOI")

[ATTACHED]



Department of Aviation
Rosemary A. Vassiliadis, Director
P.O. Box 11005
Las Vegas, NV, 89111-1005
(702) 261-5211
Fax (702) 597-9553

September 3, 2024

VIA EMAIL
sam.newman@colliers.com

Mr. Sam Newman
Colliers International
6795 Agilysys Way, Suite 210
Las Vegas, NV 89113

RE: OFFER TO PURCHASE ASSESSOR'S PARCEL NUMBER (APN) 177-04-701-003 (1.37 ACRES)

Dear Mr. Newman,

This letter serves as an offer from Clark County Department of Aviation to purchase the real property owned by Clean Energy and commonly known as APN 177-04-701-003 under a voluntary acquisition subject to the following terms and conditions ("Offer"):

PARTIES - Clark County Department of Aviation ("Buyer") and Clean Energy ("Seller"). Each of the above is a "Party" and collectively referred to as "Parties."

SUBJECT PROPERTY - The property proposed to be acquired is described as APN 177-04-701-003 and located at 6980 Gillespie Street, Las Vegas, NV 89119, and depicted on Exhibit "A" attached hereto (the subject "Property"). In addition to the real property, Buyer is also purchasing all of Seller's rights, title and interest in all of the fixtures, improvements, maps, reports, plans and other such material having to do with the Property including all land use entitlements and allocations as may exist concerning the Property unless otherwise stated in this Offer.

AMOUNT OF OFFER - The full amount of just compensation for the Property is determined to be Two Million Three Hundred Ten Thousand and 00/100 Dollars (\$2,310,000.00). This will be an all cash transaction with payment at the close of escrow.

BOARD AUTHORIZATION - This Offer is subject to authorization by the Clark County Board of County Commissioners ("Board") for Buyer to sign the Purchase and Sale Agreement ("PSA") and acquire the Property. Following Seller's acceptance of this Offer, Buyer will prepare the PSA and request such Board authorization. Board authorization can take up to forty-five (45) calendar days from the date Seller signs the PSA. Buyer will sign the PSA upon receipt of Board authorization.

ESCROW - Escrow to be opened with First American Title, Escrow Officer Anastasia Dion. The opening of escrow shall commence within five (5) business days following receipt of Board authorization. Commencing on the date escrow opens Seller agrees to cease marketing and



Clark County Board of Commissioners

Tick Segerblom, Chair • William McCurdy II, Vice Chair • James B. Gibson
Justin C. Jones • Marilyn Kirkpatrick • Ross Miller • Michael Naft

developing the Property. Buyer shall not be responsible for any costs incurred by Seller for the marketing and development of the Property.

DEPOSIT - Buyer shall deposit Two Hundred Sixty Thousand and 00/100 Dollars (\$260,000.00) into an escrow account as the earnest money deposit ("EMD") to open escrow. The EMD shall be applied as a credit toward the purchase price of \$2,310,000.00. The EMD will be fully refundable to Buyer if Buyer cancels escrow prior to the expiration of the feasibility period.

TERMS OF OFFER

- **LEASES** - The Property must be free and clear of any property use, rental and/or lease agreement encumbrances.
- **TITLE POLICY AND ENDORSEMENTS** - Seller shall pay the full cost for a standard coverage title policy "Standard Policy." If Buyer elects to obtain any endorsements and/or an American Land Title Association Policy commonly known as the "ALTA Policy" and referred to as an extended coverage title policy then Buyer shall be responsible for the difference in the cost between the ALTA Policy and a Standard Policy.
- **ESCROW PRORATIONS** - Special Improvement District and/or Local Improvement District ("SID/LID") balances, property taxes, all utilities, including but not limited to water, trash, and sewer fees, if any, will be prorated to close of escrow. Buyer agrees to pay the full cost of the real property transfer taxes. All other escrow and title fees will be split 50/50 between Buyer and Seller.
- **RELOCATION BENEFITS** - No relocation benefits are associated with this Offer.
- **REAL ESTATE COMMISSIONS** - Buyer will not pay any real estate commissions or Seller's appraisal fees associated with this transaction.
- **VOLUNTARY ACQUISITION** - Seller understands and agrees that this is a voluntary acquisition.

DOA REQUESTED ITEMS IF OFFER ACCEPTED AND TO THE EXTENT IN SELLER'S POSSESSION

1. Civil Improvement plans showing wet utilities.
2. Structural plans of the containment area; as-builts preferably.
3. Structural plans showing the details of the canopy.
4. Any plans showing dry utilities. Specifically, power/electrical plans showing the one-line diagram.
5. Any plans showing the fuel piping system.
6. Landscaping plans.

DOA REQUESTED REMOVAL ITEMS

1. All tanks
2. Electrical (except for the electrical controlling the site lights, canopy lights, and irrigation – Seller to confirm how these are powered)
3. Pump stations
4. Pump pedestals
5. Piping (underground piping may be abandoned in place if filled with grout to avoid sinkholes from developing if the piping deteriorates or breaks)

6. Concrete containment wall and slab on grade for containment area, unless slab on grade is flat with the surrounding pavement. Cover area left in place from the removal of the slab on grade with 3" of crushed rock.
7. Concrete piers inside tank area
8. Concrete curb for containment pad
9. Cover (either match green or white) or remove canopy signage
10. Cut down bollards located north of tanks flush with the pavement surface

FEASIBILITY PERIOD - Feasibility period includes the examination of the Property including conducting studies such as appraisals, inspections, and other analysis for the site. Seller authorizes Buyer and its representatives access to the Property during the feasibility period to conduct such studies with advanced notice. Seller agrees to furnish Buyer, within five (5) calendar days of signing this Offer, copies of any and all leases, studies, reports, plans, surveys, inspections, permits, approvals, documents and other materials that are in Seller's possession relating to the Property, and any documents and materials that may be necessary or appropriate to complete Buyer's investigation and inspection. Buyer requires fourteen (14) calendar days from the date escrow is opened for the feasibility period.

CLOSE OF ESCROW - The close of escrow can be as soon as thirty (30) days from the date escrow opens, with the stipulation that the Seller is able to perform the removal of the above items within that timeframe. If the Seller needs additional time to satisfy the conditions of this offer, close of escrow can be extended up to ninety (90) days from the date escrow opens.

POSSESSION - Possession to the Property will be given at the close of escrow, or sooner by mutual agreement. Seller will remove all personal property, debris, and trash from the Property prior to close of escrow except those items listed above which are authorized to remain.

CONFIDENTIALITY - Any information provided by Seller pursuant to this Offer, including confidential information, may be disclosed by Buyer in order for Buyer to comply with Nevada law. Although Buyer will endeavor to limit the disclosure of any information listed by Seller as confidential, Buyer shall not be liable for any disclosure of any information related in any way to this Offer. Additionally, before Buyer can execute the PSA, Buyer must receive authorization from the Board. Board authorization is conducted at a public meeting and the terms of this Offer, including the purchase price, will be disclosed in an agenda item.

EXCLUSIVITY - If Seller accepts the terms and conditions of this Offer, Seller understands and acknowledges that Buyer shall have and continue to incur significant expenses in connection with its investigation of the Property and its negotiation of a PSA with Seller. Commencing on the date Seller signs this Offer and continuing through the close of escrow, or earlier termination of this Offer, Seller shall not: (a) negotiate, discuss or otherwise communicate with any other parties with respect to the sale or other transfer of the Property, (b) solicit or encourage submission of any proposal or offer to acquire the Property, (c) furnish to any person or entity, other than Buyer, any information regarding the Property.

PREPARATION OF PSA - Buyer shall prepare the PSA upon mutual agreement of this Offer. Buyer and Seller both shall proceed in good faith to finalize the PSA following acceptance of this Offer.

The terms in the PSA will supersede this Offer. If (a) the PSA is not mutually executed for any reason whatsoever or no reason at all, or (b) Buyer and Seller do not mutually agree to a final form of PSA within thirty (30) days of acceptance of this Offer, then this Offer shall expire and no Party shall have any further rights or duties hereunder. Additionally, the PSA will need to be executed by the Seller prior to Buyer requesting Board authorization. Buyer can only sign and fully execute the PSA upon receipt of Board authorization.

HYDROGEN, COMPRESSED NATURAL GAS (CNG) AND/OR RENEWABLE NATURAL GAS (RNG) FUELING - Buyer will include a provision in the PSA to grant Seller a first right of refusal to design and construct (subject to independent third-party validation of Seller's pricing and terms) Buyer's fueling station for hydrogen, CNG, and/or RNG should Buyer desire such a fueling station that is not already under design within five (5) years of the PSA's effective date to support the Buyer's vehicle operations at Harry Reid International Airport.

INTEGRATION AND MODIFICATION - This Offer sets forth the entire understanding between the Parties as to the subject matter hereof and supersedes all prior and contemporaneous discussions, negotiations, and understandings (oral or written) with respect to such subject matter.

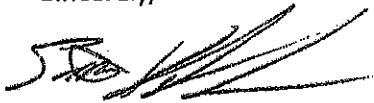
NON-BINDING - This Offer does not and is not intended to contractually bind the Parties, and is only an expression of the basic conditions to be incorporated into a binding PSA. This Offer does not require either Party to proceed to the completion of a binding PSA. The Parties shall not be contractually bound unless and until they enter into a formal, written PSA, which must be in form and content satisfactory to each Party and to each Party's legal counsel, in their sole discretion. Neither Party may rely on this Offer as creating any legal obligation of any kind. Notwithstanding the provisions of this paragraph to the contrary, Seller and Buyer agree that the paragraphs entitled Confidentiality and Exclusivity shall be binding, regardless of whether a binding PSA is entered into by the Parties.

ACCEPTANCE - Seller understands this Offer is for a voluntary acquisition. Buyer will not purchase the Property if mutually acceptable terms cannot be reached. A space is provided on the following page for the acceptance of this Offer. To accept this Offer, Seller shall execute and return the original acceptance page. Acceptance of this Offer must be received by 4:00 PM PDT on September 5, 2024.

EXPIRATION OF OFFER - This Offer shall constitute an open offer until 4:00 PM PDT on September 5, 2024. If Buyer does not receive the executed acceptance page by this date and time this Offer shall automatically terminate.

The above Offer reflects our mutual understanding and sets forth the basis for proceeding to negotiate a PSA. If you have any questions or require additional information, please contact Ms. SundayLee Cabrera, Airport Manager-Real Estate and Land Use, at (702) 261-3241.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Kichline', with a stylized flourish extending from the end.

SCOTT KICHLINE
Airport Chief Revenue Officer

Enclosure

cc: Joseph Plurkowski SundayLee Cabrera Lisa Meranto Kim Ono

VOLUNTARY ACQUISITION OFFER ACCEPTANCE FOR APN 177-04-701-003

The undersigned accepts Clark County Department of Aviation's Offer as written above, which reflects our mutual understanding and sets forth the basis for proceeding to negotiate a PSA.

Property Owner:

Company: Clean Energy

Printed Name: Robert M. Ireland

Seller's Signature: Robert M Ireland

Title: CFO

Date: September 05, 2024

EXHIBIT "A"



EXHIBIT C

PERMITTED EXCEPTIONS

[ATTACHED]



Commitment No. NCS-1234309-HHLV

File No. NCS-1234309-HHLV

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and that are not shown by the Public Records.
5. Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights or, claims or Title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.

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Exceptions 1-6 will be omitted on extended coverage policies

7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
8. Water rights, claims or title to water, whether or not shown by the Public Records.
9. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the office of the County Assessor, per Nevada Revised Statute 361.260.
10. Any taxes that may be due as provided under NRS 361.4725.
11. Reservations and provisions as contained in Patent from the United States of America, recorded February 05, 1962, in [Book 341 of Official Records, as Instrument No. 275509](#).

Reservations and provisions as contained in Patent from the United States of America, recorded January 28, 2000, in [Book 20000128 of Official Records, as Instrument No. 00928](#).
12. An easement for public utilities and incidental purposes in the document recorded August 06, 1993 in [Book 930806 as Instrument No. 00728](#) of Official Records.
13. An Easement for perpetual avigation for right of flight, for the passage of aircraft in the air space above the surface of the said premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, as conveyed to the County of Clark, recorded February 02, 2005, in [Book 20050202 as Instrument No. 03888](#) of Official Records.
14. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded October 26, 2011, in [Book 20111026 as Instrument No. 02276](#) of Official Records, over a portion of the land.
15. The terms, provisions and easement(s) contained in the document entitled "Access to Equipment Easement Agreement (Meter Closet)" recorded February 23, 2012, in [Book 20120223 as Instrument No. 02901](#) of Official Records.
16. An easement for public utilities and incidental purposes in the document recorded March 15, 2012, in [Book 20120315 as Instrument No. 01244](#) of Official Records.

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17. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.
18. Rights of parties in possession.

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EXHIBIT D

DEED

[ATTACHED]

Assessor's Parcel Number: 177-04-701-003

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO, AND
MAIL TAX STATEMENTS TO:

Clark County Department of Aviation
Business/Commercial Development
Attn: Real Estate Manager
P.O. Box 11005
Las Vegas, NV 89111

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That **Clean Energy**, a California Corporation ("Grantor"), for valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to **County of Clark**, a political subdivision of the State of Nevada ("Grantee"), all that real property situated in the County of Clark, State of Nevada, described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or otherwise appertaining.

SUBJECT TO:

1. All taxes for the current fiscal tax year, not due or delinquent, and any and all taxes and assessments levied or assessed after the recording date hereof, which includes the lien of supplemental taxes, if any; and
2. All covenants, conditions, restrictions, encumbrances, reservations, rights, rights-of-way and easements affecting the use and occupancy of the Property as the same may now appear of record and all other matters of record.

[Signature and acknowledgment appear on the following page.]

IN WITNESS WHEREOF, this instrument has been executed as of the date set forth below to be effective as of this ____ day of _____, 2024.

GRANTOR

CLEAN ENERGY, A CALIFORNIA CORPORATION

By: _____

Printed Name:

Title:

STATE OF _____

)ss

COUNTY OF _____

This instrument was acknowledged before me on _____, 2024 by _____ as _____ of _____.

WITNESS my hand and official seal.

Notary Public

Place Notary Seal Above

Exhibit "A"
Legal Description

That portion of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 4, Township 22 South, Range 61 East, M.D.B.&M., more particularly described as Government Lot Thirty-Two (32).

Excepting therefrom that portion as conveyed to Clark County by Final Order of Condemnation recorded August 6, 1993, in Book 930806, as Instrument No. 00728, of Official Records.

Assessor's Parcel Number: 177-04-701-003

EXHIBIT E

PHASE I REPORT

[ATTACHED]



**PHASE I
ENVIRONMENTAL SITE ASSESSMENT**

APN 177-04-701-003
6980 Gilespe Street
Las Vegas, NV 89119

Prepared For:

Clark County Department of Aviation
PO Box 11005
Las Vegas, Nevada 89111-1005

Prepared By:

Broadbent & Associates Inc.
8 West Pacific Ave.
Henderson, Nevada 89015
(702) 563-0600

July 2, 2024

Project No:

24-01-114-601

This report and its contents represent Privileged and Confidential Information. This document should not be duplicated or copied under any circumstances without the express permission of Clark County Department of Aviation its successors or assigns.

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Appendix E: Environmental Records Search Report

Appendix F: Qualifications

General Information

Project Name	Project Number
CCDOA	24-01-114-601

Subject Property
+/-1.37-Acre Property 6980 Gilesple Street, Las Vegas, NV 89119 Clark County APN: 177-04-701-003

Consultant	Client
Broadbent & Associates, Inc. 8 West Pacific Ave Henderson, NV 89015 Phone: 702-563-0600 E-Mail Address: sholst@broadbentinc.com	Clark County Department of Aviation PO Box 11005 Las Vegas, Nevada 89111-1005 Atten: Lisa Meranto

Inspection Date	Report Date
June 28, 2024	July 3, 2024



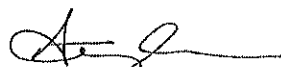
Christopher Peterson

Staff Geologist

Date: 7/1/2024

Environmental Professional Certification

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in 40 CFR Part 312. I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.



Stephanie Holst, NV CEM-2070

Senior Scientist

Executive Summary

To assist Clark County Department of Aviation with its due diligence efforts, Broadbent & Associates, Inc. has conducted this Phase I Environmental Site Assessment (ESA) on the real property located at 6980 Gillespie Street, Las Vegas, NV (Subject Property).

This ESA was conducted in conformance with the scope and limitations of ASTM Practice E1527-21: *Standard Practice for Environmental Site Assessments — Phase I Environmental Site Assessment Process*, and the United States Environmental Protection Agency (EPA) final rule contained within Code of Federal Regulations Volume 40 Part 312 — *Standards and Practices for All Appropriate Inquiries*. Exceptions to, or deletions from, this practice are described in Section 1 of this report. Use of the referenced ASTM Process is intended to satisfy requirements for conducting "all appropriate inquiries" (AAI) under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

The following discussion provides a summary of the findings of this Phase I ESA.

Site Description and Use:

The Subject Property is +/- 1.37 acres and is comprised of Clark County Assessor Parcel Number 177-04-701-003. The Subject Property is currently developed with a natural gas fueling station.

Site Reconnaissance:

The site reconnaissance of the Subject Property was performed on June 28, 2024 by Christopher Peterson with Broadbent.

Historical Information:

Previous uses of the Subject Property include a fueling station from circa 2012 to present. Prior to 2012, the Subject Property did not appear to be developed.

Records Review:

Select federal and state environmental regulatory databases as well as responses from state and local regulatory agencies were reviewed.

- The Subject Property was not listed on any of the state, federal, or other ascertainable environmental records researched.

- Sixteen corrective action sites were identified within a 1-mile radius of the Subject Property that had reported releases of hazardous materials to the environment. However, review of these sites indicated a low probability of contamination migration onto the Subject Property based on regulatory status, distances, and/or topographic location of the sites in relation to the Subject Property.
- The Harry Reid Consolidated Rent-A-Car facility is a 76-acre car rental facility located west-adjacent and up-gradient of the Subject Property. There are six 25,000-gallon gasoline underground storage tanks (USTs) currently in use at the facility. The tanks were installed in 2005 and there have been a number of compliance issues on record with the Southern Nevada Health District. Although there have been no reported or confirmed releases of petroleum impacting the environment, the age and size of the USTs presents a material threat of future release to the environment.

Conclusions & Recommendations:

We have performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E1527-21 of 6980 Gilesbie Street, the Subject Property. Any exceptions to, or deletions from, this practice are described in Section 1.4 of this report. This assessment has revealed the following recognized environmental conditions in connection with the Subject Property:

- Six 25,000-gallon gasoline USTs and fuel dispensers have been in operation at the adjacent, upgradient rental car facility since 2005.
- Although there have been no confirmed releases of gasoline impacting the environment reported to date, based on the age, size, and proximity of the USTs in relation to the Subject Property, this UST system presents a material threat of future release to the environment that may impact the Subject Property.

Although the adjacent rental car facility UST system is identified as a REC, Broadbent does not have recommendations for additional investigation of the Subject Property. In the event of a future release of petroleum at the rental car facility, the property owner (currently Clark County DOA) would be responsible for the cleanup.

1.0 Introduction

To assist Clark County Department of Aviation with its due diligence efforts relative to the site located at 6980 Gillespie Street in Las Vegas, NV (Subject Property), Broadbent & Associates, Inc. (Broadbent) conducted an All Appropriate Inquiry Phase I Environmental Site Assessment (ESA) consistent with the ASTM International Standard E1527-21: *Standard Practice for Environmental Site Assessments — Phase I Environmental Site Assessment Process*, and the United States Environmental Protection Agency (EPA) final rule contained within Code of Federal Regulations (CFR) Volume 40 Part 312 — *Standards and Practices for All Appropriate Inquiries (AAI)*.

1.1 Purpose

The purpose of this Phase I ESA is to investigate and identify recognized environmental conditions (RECs) and controlled recognized environmental conditions (CRECs) in connection with the Subject Property.

A REC is defined by ASTM International as:

"(1) the presence of *hazardous substances or petroleum products* in, on, or at the subject property due to a *release* to the environment; (2) the likely presence of *hazardous substances or petroleum products* in, on, or at the subject property due to a release or likely release to the environment; or (3) the presence of *hazardous substances or petroleum products* in, on, or at the *subject property* under conditions that pose a *material threat* of a future *release* to the *environment*."

A CREC is defined by ASTM International as:

"*REC* affecting the *subject property* that has been addressed to the satisfaction of the applicable regulatory authority or authorities with *hazardous substances or petroleum products* allowed to remain in place subject to implementation of required controls."

A HREC is defined by ASTM International as:

"A previous release of *hazardous substances or petroleum products* affecting the *subject property* that has been addressed to the satisfaction of the applicable regulatory authority or authorities and meeting unrestricted use criteria established by the applicable regulatory authority or authorities without subjecting the *subject property* to any controls (for example, activity and use limitations or other property use limitations). A HREC is not a REC."

A *De Minimis* Condition is defined by ASTM International as:

"A condition related to a release that generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. A condition determined to be a *de minimis condition* is not a REC nor a CREC."

1.2 Scope of Work

The Phase I ESA conducted at the Subject Property was in general accordance with ASTM Standard E 1527-21 and included the following:

- Prepared a general site description,
- Reviewed User-provided information,
- Conducted a site reconnaissance,
- Reviewed historical resources such as: property records, topographic maps, aerial photographs, fire insurance maps, and city directory listings,
- Reviewed readily ascertainable environmental records,
- Review of previous environmental site assessments, if made available,
- Conducted interviews,
- Identified data gaps (if present), and
- Prepared this ESA report summarizing assessment results.

1.3 Significant Assumptions

Conclusions stated in this report are based upon observations made by employees of Broadbent and also upon information provided by others. It is assumed that these observations and information are accurate. However, Broadbent cannot be held responsible for the accuracy of the information provided by others. The scope of this ESA does not purport to encompass every report, record, or other form of documentation relevant to the Subject Property being evaluated.

1.4 Deviations

There were no deviations from the ASTM International standards.

1.5 Special Terms and Conditions

Observations contained within this assessment are based upon Subject Property conditions readily visible and present at the time of the site reconnaissance. These Subject Property observations are unable to specifically identify conditions of potential mold, asbestos containing building materials,

subsurface soil, groundwater, vapor, or underground storage tanks, unless specifically mentioned. This ESA does not attempt to address the unidentified past or forecast future Subject Property conditions.

1.6 Reliance

The enclosed ESA has been conducted for the exclusive use of Clark County Department of Aviation and may not be reproduced, distributed, or relied upon by others without the prior written authorization of Clark County Department of Aviation and Broadbent. A Reliance Letter can be prepared for additional use upon request by Clark County Department of Aviation.

2.0 Site Description

This section describes the Subject Property with its location and legal description, general vicinity characteristics, current uses, description of on-site improvements, and current uses of adjoining properties.

2.1 Location and Legal Description

The Subject Property is located outside of the incorporated limits of Las Vegas, NV. The Subject Property's current physical address is 6980 Gillespie Street, Las Vegas, NV 89119. The Subject Property consists of one parcel assigned Clark County Assessor's Parcel Number 177-04-701-003. A copy of the Clark County Assessor's Parcel Map for the Subject Property is provided in Appendix A.

Approximate latitude and longitude coordinates for the center of the Subject Property are 36.06260831° North, -115.16275032° West NAD83. The Subject Property is located within the NW quarter of the SE quarter of Section 4, Township 22 South, Range 61 East, relative to the Mt. Diablo Baseline and Meridian. The Subject Property is covered by the United States Geological Survey (USGS) Las Vegas SW, NV 7.5-minute quadrangle topographic map. A Subject Property Location Map is provided as Figure 1.

2.2 Current Uses of the Site

According to the Clark County Assessor, the Subject Property is currently owned by Clean Energy. The Subject Property was observed to be developed with a natural gas fueling station that was closed and unoccupied during the site reconnaissance on June 28, 2024. See Section 4.0 for further information.

No RECs, CRECs, and/or HRECs were identified relative to the Subject Property based on review of current uses of the Subject Property.

2.3 Description of Structures, Roads, and Other Improvements

The Subject Property is currently developed with a natural gas fueling station. Buildings on the Subject Property include a canopy covered area where fuel dispensers are housed, a fenced off small block of electric transformers and a compressor, and a concrete walled and fenced area containing natural gas fuel tanks.

A recent aerial photograph of the Subject Property depicting pertinent features is provided as Figure 2. General Subject Property features and services are tabulated below.

Size of Property (approximate)	+/-1.37
--------------------------------	---------

General Topography of Property	Generally Flat.
Adjoining and/or Access/Egress Roads	George Crockett Road and Gillespie Street.
Paved or Concrete Areas (including parking)	The majority of the Subject Property is paved.
Unimproved Areas	None.
Landscaped Areas	The northern, southern, and eastern edges are landscaped with shrubbery and decorative rock.
Surface Water	None.
Potable Water Source	Las Vegas Valley Water District
Sanitary Sewer Utility	Clark County Water Reclamation District
Storm Sewer Utility	Clark County Public Works
Electrical Utility	NV Energy.
Natural Gas Utility	Southwest Gas.

2.4 Current Uses of Adjoining Properties

Adjoining properties are used for various purposes. Uses of adjoining properties as observed by Broadbent personnel during the site reconnaissance performed on June 28, 2024 are tabulated below.

The USTs in use at the west adjacent property constitute a REC for the Subject Property and are further discussed in Section 5.3.

Direction	Address	Use & Occupant	Comments
North	N/A	Vacant land, County of Clark (Aviation)	No concerns.
South	7020 Gillespie Street	Parking lot, County of Clark (Aviation)	No concerns.
East	6955 La Cienega Street	Parking lot, County of Clark (Aviation)	No concerns.
West	7135 Gillespie Street	Harry Reid Consolidated Car Rent-A-Car Facility, County of Clark (Aviation)	The USTs in use at this facility constitute a REC for the Subject Property and are further discussed in Section 5.3.

3.0 User Provided Information

The purpose of this section is to detail User-provided information used to help identify the possibility of RECs in connection with the Subject Property. A User Questionnaire was provided to the User to assist them in compiling pertinent information. A copy of the completed questionnaire is included in Appendix B. User-provided information is summarized below.

3.1 Title Records, Environmental Liens or Activity and Use Limitations

Reasonably ascertainable recorded land title records should be checked by the User to identify environmental liens or activity and use limitations, if currently recorded against the Subject Property. Environmental liens or activity and use limitations so identified are supposed to be reported to the Environmental Professional conducting the ESA.

No evidence of environmental liens or activity and/or use limitations was discovered or brought to the attention of Broadbent by the User.

3.2 Specialized Knowledge

No written or verbal communication with the User, Subject Property owner, manager or tenants revealed information which suggested that there are RECs associated with the Subject Property.

3.3 Valuation Reduction for Environmental Issues

In a transaction involving the purchase of a parcel of real estate, if a User has actual knowledge that the purchase price of the Subject Property is significantly less than the purchase price of comparable properties, the User should try to identify an explanation for the lower price and to make a written record of such explanation. The client provided a questionnaire in which they stated they were not aware of any valuation reductions for environmental issues.

No RECs, CRECs, and/or HRECs were identified relative to the Subject Property based on review of information relative to valuation reduction for environmental issues.

3.4 Reason for Conducting Phase I

The purpose of this Phase I ESA was to identify existing or potential RECs, CRECs, and/or HRECs (as defined by ASTM Standard E1527-21) in connection with the Subject Property, and it is assumed to also be to qualify the User for Landowner Liability Protection (LLP) relative to potential CERCLA liability.

3.5 Reasonably Ascertainable Information

The User did not indicate they were aware of commonly known or reasonably ascertainable information about the Subject Property that would help the environmental professional to identify conditions indicative of releases or threatened releases. The User did not provide Broadbent with information regarding the past uses of the Subject Property, specific chemicals that are present or once present onsite, knowledge of spills or other chemical releases, or environmental cleanups at the Subject Property.

The User stated that, to its knowledge, the Subject Property has been marketed and offered for sale by a broker, but the User did not provide information that there were indications of contamination on the Subject Property.

3.6 Other Documents

The User did not provide Broadbent with any of the environmental documents listed in Section 10.8.1 of ASTM E1527-21.

The User did not disclose any knowledge of proceedings involving the Subject Property including:

1. Any pending, threatened, or past litigation relevant to the hazardous substances or petroleum products in, on, at, or from the Subject Property;
2. Any pending, threatened, or past administrative proceedings relevant to hazardous substances or petroleum products in, on, at, or from the Subject Property;
3. Any notices from any governmental entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products.

4.0 Site Reconnaissance

Christopher Peterson, Staff Geologist with Broadbent, conducted a site reconnaissance of the Subject Property on June 28, 2024, as discussed below. Weather conditions at the time of the site reconnaissance were sunny and warm. The Subject Property appeared to be shut down with "CLOSED" service signs posted on all fuel dispensers. The fuel tanks also had signage posted that read: "EMPTY TANK: PURGED WITH NITROGEN". Nitrogen purging is a process used to remove hazardous substances from fuel tanks by replacing the existing atmosphere with nitrogen gas. This method is common among industries such as oil, gas, electronics manufacturing, and food packaging.

The Subject Property was accessed via a driveway to the west from Gilesple Road. The site reconnaissance consisted of walking the perimeter of the Subject Property, conducting a visual survey of the exterior areas, and various enclosures.

Inaccessible areas of the Subject Property, such as beneath vehicles or in areas of dense vegetation and fenced off sections, were not able to be observed. Adjoining properties were visually assessed from the Subject Property boundaries. Adjoining property information is discussed in Section 2.4. The inability to complete a thorough visual inspection of these areas does not represent a significant data gap.

Photographs of the Subject Property and vicinity taken during the site reconnaissance are provided within Appendix C.

4.1 Hazardous Substances

No hazardous substances or petroleum products in connection with current identified uses were observed within the boundaries of the Subject Property during the site reconnaissance. Likewise, no hazardous substances and petroleum products not in connection with identified uses were observed on the Subject Property. Hazardous substances and petroleum products were not observed on properties adjoining the Subject Property when observed from the Subject Property or publicly accessible areas.

As such, no RECs from hazardous substances or petroleum products were known to be present on the Subject Property at the time of the reconnaissance.

4.2 Storage Tanks

Evidence of above-ground storage tanks was observed within the boundaries of the Subject Property during the site reconnaissance or records review. The ASTs observed were labeled as "EMPTY TANK: PURGED WITH NITROGEN".

A large UST system is currently in use at the west-adjacent rental car facility. While the ASTs on the Subject Property appear to have been purged and do not constitute a REC, the west-adjacent property's UST system does constitute a REC for the Subject Property and is further discussed in Section 5.3.

4.3 Drums, Totes, and Intermediate Containers

No drums, totes, or intermediate bulk containers were observed within the boundaries of the Subject Property during the site reconnaissance.

As such, no RECs from bulk storage containers were known to be present on the Subject Property at the time of the reconnaissance.

4.4 Polychlorinated Biphenyls

Polychlorinated biphenyls (PCBs) are a class of stable compounds that are toxic to the liver and are linked to cancer. The US Environmental Protection Agency (EPA) considers PCBs a Priority Pollutant under the Clean Water Act. The maximum contaminant level of PCBs allowed in drinking water is 0.5 parts per billion (ppb). Due to PCBs' toxicity and classification as a persistent organic pollutant, the United States prohibited the manufacture of PCBs after July 1, 1979 in the Toxic Substances Control Act (TSCA) of 1976. Until then, PCBs were widely used as coolant and dielectric insulating fluids for oil-filled electrical transformers and capacitors (such as those used in ballasts of old fluorescent and high-intensity discharge lights). PCBs were also used as plasticizers in paints and cements, stabilizing additives in flexible polyvinyl chloride (PVC) coatings of electrical wiring and electronic components, pesticide extenders, cutting oils, reactive flame retardants, lubricating oils, vacuum pump fluids, hydraulic fluids, and sealants for caulking in schools and commercial buildings.

Although manufacture was prohibited after 1979, PCBs already in commerce continued to be allowed in "totally enclosed uses" such as transformers and capacitors. Due to their extended working life, some oil-filled electrical equipment may still contain PCBs. The US EPA considers a product to be "PCB-Contaminated" if the oil contains between 50-500 parts per million (ppm), and to be a PCB product if more than 500 ppm. After July 1, 1979 and through 1998, the US EPA required new oil-filled electrical equipment to be marked "No PCBs." If an item is not so labeled, and no information is available as to the date of manufacture, an item might be assumed to contain PCBs until proven otherwise. PCB content may or may not be a matter of record with equipment or transformers belonging to a utility company.

One utility-owned pad mounted electrical transformer and a small block of electrical transformers were observed on the Subject Property. The transformers were not clearly labeled as to their PCB content; however, the transformers appeared in good condition with no signs or indication of release.

No verifiable RECs, CRECs, and/or HRECs associated with PCBs were observed or known to be present on the Subject Property at the time of the site reconnaissance.

4.5 Odors, Pools of Liquid

No pools of liquids and/or standing surface water were observed within the boundaries of the Subject Property during the site reconnaissance. No strong, pungent, or noxious odors were noted during the site reconnaissance. No odors, pools of liquid, or standing surface water were observed on properties adjoining the Subject Property when observed from the Subject Property or publicly-accessible areas.

As such, no RECs associated with potential odors, pools of liquid, or standing surface water were known to be present on the Subject Property at the time of the site reconnaissance.

4.6 Pits, Ponds, Lagoons

No pits, ponds, or lagoons were observed within the boundaries of the Subject Property during the site reconnaissance. No pits, ponds, or lagoons were observed on properties adjoining the Subject Property when observed from the Subject Property or publicly-accessible areas.

As such, no RECs from pits, ponds, or lagoons were known to be present on the Subject Property at the time of the reconnaissance.

4.7 Stained Soil/Pavement, Stressed Vegetation

No stained soil/pavement or stressed vegetation was observed within the boundaries of the Subject Property during the Subject Property reconnaissance. No stained soil/pavement or stressed vegetation were observed on properties adjoining the Subject Property when observed from the Subject Property or publicly-accessible areas.

As such, no RECs from stained soil/pavement or stressed vegetation were known to be present on the Subject Property at the time of site reconnaissance.

4.8 Solid Waste

No evidence of solid waste disposal, or areas that were apparently graded or filled, suggesting solid waste disposal, was observed within the boundaries of the Subject Property during the Subject Property reconnaissance. No evidence of solid waste disposal were observed on properties adjoining the Subject Property when observed from the Subject Property boundaries or publicly-accessible areas.

As such, no RECs from solid waste disposal were known to be present on the Subject Property at the time of the reconnaissance.

4.9 Wells, Wastewater, or Septic Systems

No evidence of on-site current or historic water supply wells, historic wastewater systems, or septic systems was observed within the boundaries of the Subject Property during the Subject Property reconnaissance or discovered during interviews or records review.

As such, no RECs from water, storm water, or wastewater were known to be present on the Subject Property at the time of the reconnaissance.

4.10 Heating and Cooling Systems

There are no heating or cooling systems on the Subject Property.

4.11 Interior Staining and Corrosion

No interior staining or corrosion were observed during the site reconnaissance.

4.12 Interior Drains and Sumps

No interior drains or sumps were observed during the site reconnaissance.

5.0 Records Review

The purpose of a Records Review is to obtain and review records that will help identify RECs, CRECs, and/or HRECs in connection with the Subject Property. A discussion of each record source is provided below.

5.1 Physical Setting

Physical setting information for the Subject Property was obtained by a review of sources that included, but was not limited to, USGS topographic maps and a USDA soil survey report. Refer to Section 11 for a complete list of records reviewed.

5.1.1 Topography

The USGS, Las Vegas SW, NV Quadrangle 7.5-Minute series topographic map was reviewed for this ESA. The surface of the Subject Property slopes from approximately 2,189 to 2,185 feet above mean sea level from the southwest to northeast. Topographic contour lines in the vicinity of the Subject Property indicate that surface water generally drains toward the northeast.

5.1.2 Surface Water Bodies

No on-site water wells or springs were observed during the Subject Property reconnaissance. No settling ponds, lagoons, surface impoundments, wetlands or natural catch basins were observed on the Subject Property during this investigation.

In addition to the observations made during the site reconnaissance, the Nevada Division of Water Resources (NDWR) well log database was searched for record of wells on the Subject Property. The search yielded no records of historical wells located on the Subject Property.

5.1.3 Geology and Hydrology

The Subject Property is underlain by silt with discrete layers of sand, clay, or gravel. Based on the soil survey published by the USDA Soil Conservation Service, the Subject Property encompasses one mapped soil unit: Grapevine, a fine loamy sand. The hydrologic group is Class B, moderate infiltration rates. The soil drainage class is Well Drained.

The average annual precipitation in North Las Vegas between 1991 to 2020 was 4.18 inches based on data from the National Weather Service. Most of the precipitation probably does not infiltrate, however, as the potential evaporation exceeds precipitation by approximately 110 inches. Therefore, subsurface infiltration from precipitation is most likely quite low.

The Las Vegas Basin consists of three hydrostratigraphic units including the Las Vegas Aquitard, the

Las Vegas Springs Aquifer, and the Duck Creek Aquifer. The Las Vegas Aquitard (shallow groundwater system) extends from land surface to varying depths, possibly exceeding 400 feet below land surface (BLS). The shallow groundwater system is not considered a source of potable water due to low permeability and poor water quality. The Las Vegas Springs Aquifer underlies the Las Vegas Aquitard and has an average thickness of 500 feet. The Las Vegas Springs Aquifer is a main production aquifer for domestic and municipal water production in the valley. The Duck Creek Aquifer underlies the Las Vegas Springs Aquifer and has varying thicknesses that generally exceed 700 feet. The Duck Creek Aquifer is utilized for some municipal production applications. The shallow groundwater system flow direction in the Las Vegas Valley is generally towards Las Vegas Wash. The groundwater flow direction in the vicinity of the Subject Property is assumed to be toward the northeast. Depth to groundwater is expected to be greater than 100 feet bls in the area near and beneath the Subject Property, according to water level measurements reported on the Nevada Division of Water Resources on-line Well Log Database.

5.2 Historical Record Sources

The following standard historical sources should be reviewed to meet the historical record sources review requirements of ASTM E1527-21: aerial photographs; fire insurance maps; local city directories; historic topographic maps. ASTM E1527-21 requires "All obvious uses of the subject property shall be identified from the present, back to the subject property's first developed use, or back to 1940, whichever is earlier." Other historical sources that may assist in determining past uses of the Subject Property include building department records, property tax files, zoning/land use records, or land title records. This task requires reviewing only as many of the standard historical sources as are necessary and that are reasonably ascertainable and likely to be useful.

5.2.1 Historical Topographic Maps

The following historical topographic maps were reviewed and described. Copies of the historical topographic maps are provided in Appendix D.

Date	Source	Property Observations	Surrounding Area Observations
1952	USGS 15 Minute/ n Topographic Map	The Subject Property appeared to be vacant and undeveloped native land.	The adjacent properties appeared to be vacant and undeveloped native land.
1967	USGS 7.5 Minute/n Topographic Map	The Subject Property appeared to remain unchanged from 1952.	The west adjacent property appeared to be developed with a paved road that ran north to south. The south, north and east adjacent properties appeared to remain unchanged from 1952.

Date	Source	Property Observations	Surrounding Area Observations
1973	USGS 7.5 Minute/n Topographic Map	The Subject Property appeared to remain unchanged from 1952.	The adjacent properties appeared to remain unchanged from 1967.
1984	USGS 7.5 Minute/n Topographic Map	The Subject Property appeared to remain unchanged from 1952.	<p>The south adjacent property appeared to be developed with a paved road that ran east to west. In addition, a second road was developed that ran eastward and ended in a cul-de-sac.</p> <p>The north, west, and east adjacent properties appeared to remain unchanged from 1973.</p>
2014	USGS 7.5 Minute/n Topographic Map	The Subject Property appeared to remain unchanged from 1952.	<p>The north adjacent property appeared to be developed with a major interstate that ran east to west. In addition, the north adjacent property also had a surface street developed that ran east to west.</p> <p>The south, west, and east adjacent properties appeared to remain unchanged from 1984.</p>
2021	USGS 7.5 Minute/n Topographic Map	The Subject Property appeared to remain unchanged from 1952.	The adjacent properties appeared to remain unchanged from 2014.

No RECs, CRECs, and/or HRECs were identified relative to the Subject Property based on review of the historical topographic maps.

5.2.2 Historical Aerial Photographs

The following historical aerial photographs were reviewed and described. Copies of the historical aerial photographs are provided in Appendix D.

Date	Source	Property Observations	Surrounding Area Observations
1950	United States Geological Survey	The Subject Property appeared to be vacant and undeveloped native desert.	The adjacent property appeared to be vacant and native desert.

Date	Source	Property Observations	Surrounding Area Observations
1958	United States Geological Survey	The Subject Property appeared to remain unchanged from 1950.	<p>The west adjacent property appeared to be developed with a dirt road that ran north to south.</p> <p>The north adjacent property appeared to be developed with a dirt road that ran east to west.</p> <p>The east adjacent property appeared to be developed with a dirt road that ran north to south.</p> <p>The south adjacent property appeared to remain unchanged from 1950.</p>
1965	United States Geological Survey	The Subject Property appeared to remain unchanged from 1950.	<p>The east adjacent property appeared to be developed with what looked like a residential lot with multiple residential structures and fencing.</p> <p>The south, west and north adjacent properties appeared to remain unchanged from 1958.</p>
1973	Cartwright Aerial Surveys	The Subject Property appeared to remain unchanged from 1950.	<p>The east adjacent property appeared to have the previously mentioned residential homes further developed into one lot.</p> <p>The south, north, and west adjacent properties appeared to remain unchanged from 1958.</p>
1983	United States Geological Survey	The Subject Property appeared to remain unchanged from 1950.	<p>The south adjacent property appeared to be development with residential properties.</p> <p>The north, west, and east adjacent properties appeared to remain unchanged from 1973.</p>
1992	Private	The Subject Property appeared to remain unchanged from 1950.	The adjacent properties appeared to remain unchanged from 1983.

Date	Source	Property Observations	Surrounding Area Observations
1994	United States Geological Survey	The Subject Property appeared to remain unchanged from 1950.	<p>The north adjacent property appeared to be developed with a major interstate that ran east to west.</p> <p>The south, east, and west adjacent properties appeared to remain unchanged from 1983.</p>
2006	United States Department of Agriculture	The Subject Property appeared to remain unchanged from 1950.	<p>The west adjacent property appeared to be under development with a large commercial complex.</p> <p>The north adjacent property appeared to be developed further with the previously mentioned major interstate.</p> <p>The south adjacent property appeared to be developed further with residential homes.</p> <p>The east adjacent property appeared to remain unchanged from 1994.</p>
2010	United States Department of Agriculture	The Subject Property appeared to remain unchanged from 1950.	<p>The west adjacent property appeared to be developed with a paved parking lot and a commercial facility.</p> <p>The east and south adjacent properties appeared to be developed with a paved parking lot.</p> <p>The north adjacent property appeared to remain unchanged from 2006.</p>
2013	United States Department of Agriculture	The Subject Property appeared to be developed with a fueling station. The Subject Property was mostly paved with landscaping on the perimeters.	The adjacent properties appeared to remain unchanged from 2010.
2015	United States Department of Agriculture	The Subject Property appeared to remain unchanged from 2013.	The adjacent properties appeared to remain unchanged from 2010.
2017	United States Department of Agriculture	The Subject Property appeared to remain unchanged from 2013.	The adjacent properties appeared to remain unchanged from 2010.

Date	Source	Property Observations	Surrounding Area Observations
2019	United States Department of Agriculture	The Subject Property appeared to remain unchanged from 2013.	The adjacent properties appeared to remain unchanged from 2010.
2023	Maxar Technologies	The Subject Property appeared to remain unchanged from 2013.	The adjacent properties appeared to remain unchanged from 2010.

No environmental RECs, CRECs, and/or HRECs were identified relative to the Subject Property based on review of the historical aerial photographs.

5.2.3 Fire Insurance Maps

Fire insurance maps were initially produced by private companies (such as Sanborn, Perris, and the Fire Underwriters Inspection Bureau) for the insurance industry to provide information regarding the uses of properties at specified dates.

No fire insurance maps depicting the target Subject Property were identified. A copy of the Fire Insurance Maps Report indicating no coverage available is provided in Appendix D.

5.2.4 City Directories

City directories have been published for cities and towns across the US since the 1700s. Originally a list of residents, the city directory developed into a sophisticated tool for locating individuals and businesses in a particular urban or suburban area.

Twentieth-century directories are generally developed into three sections: a business index, a list of resident names and addresses, and a street index. With each address, the directory lists the name of the resident or, if a business is operated from this address, the name and type of business (if unclear from the name). While city directory coverage is comprehensive for major cities, it may be less comprehensive for rural areas and small towns.

Broadbent requested ERIS to provide a search of available historical city directories that might list the Subject Property. ERIS searched the Western Directory Co, Luskeys, Mullin Kille, Hilly-Donnelly, and Digital Business Directory City Directories listings for the following years: 1930, 1934, 1938, 1957, 1961, 1966, 1970, 1975, 1980, 1985, 1990, 1995, 2000, 2003, 2007, 2012, 2016, 2020, and 2022. City directory listings are summarized below. The ERIS City Directory Abstract is included in Appendix D.

Year	Location	Listing	Comments
2007, 2016	7135 GILESPIE ST	WELLS FARGO ATM	AUTOMATED TELLER MACHINES

Year	Location	Listing	Comments
2012, 2016	7135 GILESPIE ST	THRIFTY CAR RENTAL	AUTOMOBILE RENTING
2020, 2022	7135 GILESPIE ST	TAKE A BREAK TRAVEL	TRAVEL MARKETING
2007, 2012, 2016, 2020, and 2022	7135 GILESPIE ST	SAV-MOR RENT-A-CAR	AUTOMOBILE RENTING
2000 - 2007	7020 GILESPIE ST	ROBERT TYLER	RESIDENTIAL
2016, 2020, and 2022	7135 GILESPIE ST	R C 1	NONCLASSIFIED ESTABLISHMENTS
2020, 2022	7135 GILESPIE ST	PAYLESS CAR RENTAL	AUTOMOBILE RENTING
2007, 2012, 2016, 2020, and 2022	7135 GILESPIE ST	NATIONAL CAR RENTAL	AUTOMOBILE RENTING
2016, 2020, and 2022	7135 GILESPIE ST	MC CARRAN RENTAL CAR CTR	AUTOMOBILE RENTING
2007, 2012, 2016, 2020, and 2022	7135 GILESPIE ST	HERTZ RENT A CAR	AUTOMOBILE RENTING
2020, 2022	7135 GILESPIE ST	FIREFLY CAR RENTAL	AUTOMOBILE RENTING
2020, 2022	7135 GILESPIE ST	EXOTIC CAR COLLECTION	NONCLASSIFIED ESTABLISHMENTS
2007, 2012, and 2020	7135 GILESPIE ST	ENTERPRISE RENT-A-CAR	AUTOMOBILE RENTING; AUTOMOBILE RENTING; FEDERAL GOVERNMENT CONTRACTORS
2007, 2012, and 2016	7135 GILESPIE ST	DOLLAR RENT A CAR	AUTOMOBILE RENTING
2007 - 2022	6980 GILESPIE ST	CLEAN ENERGY	ENERGY MANAGEMENT SYSTEMS & PRODUCTS
2007, 2012	7135 GILESPIE ST	BUDGET RENT A CAR	AUTOMOBILE RENTING
2012, 2016, 2020, and 2022	7135 GILESPIE ST	AVIS RENT A CAR	AUTOMOBILE RENTING; FEDERAL GOVERNMENT CONTRACTORS
2007, 2012	7135 GILESPIE ST	ALAMO RENT-A-CAR	AUTOMOBILE RENTING

The various listings with the address "7135 Gillespie Street" are part of the Harry Reid Consolidated Rent-A-Car Facility, which was identified in the regulatory database report. Please see Section 5.3 for additional discussion.

5.3 Environmental Record Sources

Broadbent contracted ERIS to conduct a search of available state, federal, and other ascertainable environmental records. The area searched included the Subject Property and surrounding area within approximate minimum search distances from the Subject Property boundary, dependent on listing type, as defined by ASTM International. A complete listing of records searched is available in the ERIS Database Report provided in Appendix E. An abbreviated list of search results is provided in the table below relative to records that identified a regulatory listing relevant to the Subject Property. A subsequent discussion is provided relative to identified potential concerns.

Database	Target Property	Search Distance (Miles)	< .12 mi	.125 - .25 mi	.25- .5 mi	.5- 1 mi	Total Plotted
RCRA NON GEN	0	.25	0	1	-	-	1
SHWS	0	1	0	1	1	14	16
SWF/LF	0	.5	0	0	1	-	1
UST	0	.25	0	1	-	-	1
DTNK	0	.25	0	1	-	-	1
UST CLARK	0	.25	0	1	-	-	1

Subject Property Listings

The Subject Property was not identified in the regulatory database search.

Adjacent Property Listings

The ERIS search identified the following listings on the adjacent properties:

One underground storage tank (UST) site was identified west-adjacent within a 0.25-mile radius of the Subject Property. The UST site, Harry Reid Consolidated Rent-A-Car Facility, is located approximately 300 feet west and up-gradient relative to the Subject Property. According to the UST database, there are six 25,000-gallon fuel tanks currently in use at Harry Reid Consolidated Rent-A-Car Facility. Each tank is comprised of double-walled fiberglass and contains gasoline. According to the database of registered USTs, the tanks and fuel islands were installed in 2005 and are located on the north, west, and southern sides of the facility. Southern Nevada Health District (SNHD) compliance records from 2005 through present day were reviewed during this assessment. Throughout the years, the leak detection systems on the USTs have registered various alarms including "gross line fail" and "sudden loss". However, annual line and tank tightness tests have yielded passing results for the UST systems. During multiple inspections, the SNHD observed seeping shear valves on the UST system. However, in

each case, documentation of repairs to the UST system was provided and the SNHD issued a letter requiring "no further action". The most recent testing documentation for the UST system and notice of violation letter issued by the SNHD are included in Appendix E. Although there have been no confirmed releases of gasoline impacting the environment reported to date, based on the age, size, and proximity of the USTs in relation to the Subject Property, this UST system presents a material threat of future release to the environment that is likely to impact the Subject Property and constitutes a REC. The Clark County DOA currently owns the USTs and cleanup of any future releases would be the responsibility of the owner. The USTs are currently enrolled in the Nevada Petroleum Fund, which provides reimbursement of cleanup costs associated with leaking USTs.

Other Surrounding Area Listings

Sixteen corrective action sites (designated "SHWS" in the Radius Map report) were identified within a one-mile radius of the Subject Property. Corrective action sites have had releases of hazardous materials that were reported to the NDEP BCA. According to the database listings, all sixteen sites have received regulatory closure from the NDEP, indicating the releases have been remediated to the satisfaction of the regulatory agency. Based on distance and the topographical relationship of the other nine listings locations relative to the Subject Property (greater than 500 feet), the reported releases were not determined to constitute RECs in connection with the Subject Property.

Other sites listed above in the table but not specifically discussed do not likely pose a significant environmental concern relative to the Subject Property. Some of these sites do not pose a significant concern due to their distance from or relative location to the Subject Property. Other sites may have been detected in one of the records searched above that are not indicative of a release, but rather simply indicate that the site/facility may possess chemicals of concern (e.g. RCRA LQG). In these cases, identifying a given site as one that poses an environmental concern relative to the Subject Property is not done based on the database listing alone.

5.4 Vapor Intrusion

Vapor intrusion occurs when chemicals volatilize and migrate from impacted soil and/or groundwater up into a building's interior space. Vapor intrusion can pose a potential health threat to the occupants of the building, especially to sensitive populations such as the elderly and children.

The Subject Property formerly operated as a natural gas fueling station with above-ground storage tanks (ASTs), above-ground piping and fuel dispensers. No known releases of petroleum have been reported from the AST system on the Subject Property. As such, vapor intrusion is unlikely to be an issue of concern in connection with the fueling system on the Subject Property.

Sites within the approximate minimum search distances of 1/3 of a mile for chemicals of concern (COC) and 1/10 of a mile for petroleum hydrocarbon COC were reviewed. Based on the regulatory

status, the characteristics of the offsite suspect sources, and/or lack of documented groundwater plumes within the areas of concern, it is unlikely that the Subject Property has been impacted by vapor intrusion from surrounding sites.

5.5 Other Environmental Records

No previous environmental reports were identified or made available by the Client/User during this assessment.

6.0 Interviews

The following interviews were conducted in accordance with the requirements of ASTM E1527-21.

6.1 Interviews with Past and Present Owners and Occupants

There were no occupants of the Subject Property observed during the site visit on June 28, 2024. Past and present owners were not available for interview. The sales broker for the Subject Property owner, Mr. Pat Marsh with Colliers, was interviewed via telephone on June 26, 2024. Mr. Marsh indicated he was not aware of any environmental concerns related to the site and that all natural gas fueling equipment, tanks, and piping are located above-ground.

6.2 Interviews with State and/or Local Government Officials

Southern Nevada Health District

An inquiry regarding inspections, complaints, spills or other potential environmental issues in connection with the Subject Property was submitted to the Southern Nevada Health District (SNHD).

Building Department Records

The Clark County Building Department was contacted for records pertaining to the Subject Property. According to records provided, the buildings at 6980 Gillespie were first constructed in 2012 with additions throughout the years. Records provided by the Clark County Building Department are included in Appendix F.

Fire Department

The Clark County Fire Department requires a written request form and \$80 payment in order to request information regarding any record of environmental spills, former USTs, fire code violations, and fire response incidents for the Subject Property. It is Broadbent's opinion that the Clark County Fire Department records are not reasonably ascertainable as defined in ASTM Practice E1527-21 Section 3.2.72(2).

7.0 Data Gaps

A data failure is failure to achieve the historical research objectives of ASTM E1527-21. A data gap is the incompleteness in activities required in this practice.

The following data gap occurred during conduct of this ESA: aerial photographs only go back to 1950 (not 1940 as recommended in the ASTM Standard). In addition, no Subject Property owner interviews were obtained.

Based on the experience and good faith efforts of the environmental professionals responsible for conducting and reviewing this ESA, the above data gaps do not constitute a data failure and are not significant enough to affect identification of recognized environmental conditions on the Subject Property.

8.0 Findings and Opinions

Findings of the ESA have been discussed throughout the body of this report and are tabulated below.

Report Section	REC (Y/N)	CREC (Y/N)	HREC (Y/N)	De Minimis Conditions (Y/N)	Comments
1.0 Introduction	N	N	N	N	No concerns.
2.0 Site Description	N	N	N	N	No concerns.
3.0 User Provided Information	N	N	N	N	No concerns.
4.0 Site Reconnaissance	N	N	N	N	No concerns.
5.0 Records Review	Y	N	N	N	No CRECs, HRECs, or De Minimis conditions were identified for the Subject Property based on review of records. However, the UST System currently in use on the west-adjacent and up-gradient property constitutes a REC for the Subject Property.
6.0 Interviews	N	N	N	N	No concerns.

Although the adjacent rental car facility UST system is identified as a REC, there have been no reported releases from the system. Broadbent does not have recommendations for additional investigation of the Subject Property. In the event of a future release of petroleum at the rental car facility, the property owner (currently Clark County DOA) would be responsible for the cleanup.

9.0 Conclusion

Broadbent has conducted this ESA in conformance with the scope and limitations of ASTM Practice E1527-21 for the Subject Property located at 6980 Gillespie Street, APN 177-04-701-003, Las Vegas, NV. Exceptions to, or deviations from, this practice are described in Section 1.4 of this report.

- Six 25,000-gallon gasoline USTs and fuel dispensers have been in operation at the adjacent, upgradient rental car facility since 2005.
- Although there have been no reported or confirmed releases of gasoline impacting the environment, based on the age, size, and proximity of the UST in relation to the Subject Property, this UST system presents a material threat of future release to the environment that may impact the Subject Property.

In the event of a future release of petroleum at the adjacent rental car facility, the property owner (currently Clark County DOA) would be responsible for the cleanup.

10.0 Limitations & Exceptions of Assessment

Broadbent prepared this report for the exclusive use of Clark County Department of Aviation. This ESA is based on review of the site description, User-provided information, readily ascertainable environmental records, and results of site reconnaissance and interviews. This ESA was conducted in accordance with generally accepted environmental practices and procedures, as of the date of the report. Reputable environmental professionals practicing in this or similar localities conducted the services employing a degree of care and skill ordinarily exercised under similar circumstances. Findings and conclusions were made using methodologies employed per ASTM International Practice E1527-21 described by ASTM International as representing good commercial and customary practice for conducting an ESA of a property for the purpose of identifying RECs. No other warranties are implied or expressed.

No environmental sampling and associated analyses were undertaken for this ESA report. It is possible that variations in conditions could exist beyond points explored in this investigation.

This report represents professional opinion and judgment, which are dependent upon information obtained during the performance of consulting services. Environmental conditions may exist at the Subject Property that cannot be identified. Conclusions are based, in part, on information supplied by others, the accuracy or sufficiency of which may not be independently reviewed. No investigation can be thorough enough to exclude the presence of hazardous materials at a given site; therefore, if no hazardous materials are identified during an assessment, such a finding should not be construed as a guarantee of the absence of such materials on a property, but rather the results of services conducted within project scope, cost, and other real limitations.

Opinions presented apply to conditions existing at the time services were conducted. Broadbent is unable to report on, or accurately predict events that may impact the Subject Property following performance of the described services, whether occurring naturally or caused by the actions of others. Broadbent assumes no responsibility for conditions it is not authorized to investigate or conditions not generally recognized as environmentally unacceptable at the time services are conducted. Broadbent is not responsible for change in applicable environmental standards, practices, laws, or regulations following performance of services.

11.0 References

American Society for Testing and Materials, 17 November 2021. Designation E1527-21: Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.

Environmental Risk Information Services, 1.866.517.5204, info@erisinfo.com, erisinfo.com, 18 June 2024. Aerials provided: 1950, 1958, 1965, 1973, 1983, 1992, 1994, 2006, 2010, 2013, 2015, 2017, 2019, 2023.

Environmental Risk Information Services, 1.866.517.5204, info@erisinfo.com, erisinfo.com, 21 June 2024. City Directory provided: 1930, 1934, 1938, 1957, 1961, 1966, 1970, 1975, 1980, 1985, 1990, 1995, 2000, 2003, 2007, 2012, 2016, 2020, 2022.

Environmental Risk Information Services, 1.866.517.5204, info@erisinfo.com, erisinfo.com, 16 June 2024. ERIS Database Report #24061001541.

Environmental Risk Information Services, 1.866.517.5204, info@erisinfo.com, erisinfo.com, 16 June 2024. ERIS Fire Insurance Maps provided: No Information Available.

Environmental Risk Information Services, 1.866.517.5204, info@erisinfo.com, erisinfo.com, 16 June 2024. ERIS Topographic Maps provided: 1952, 1967, 1973, 1984, 2014, 2021.

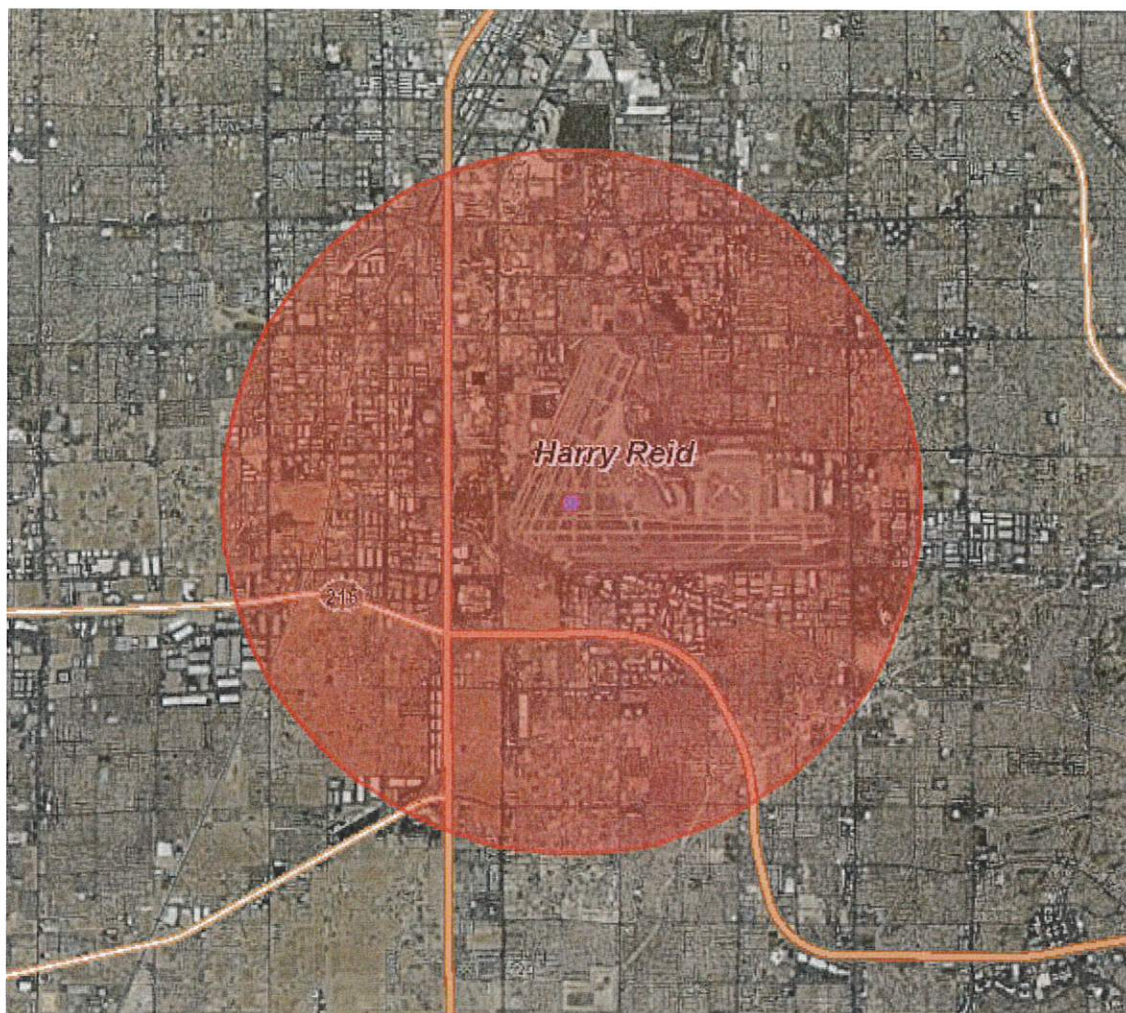
EXHIBIT F

NON-PERMITTED PERSONAL PROPERTY

The following items are to be removed by Seller as part of Buyer's Conditions to Closing:

1. All tanks
2. Electrical except for the electrical controlling the site lights, canopy lights, and irrigation. Seller will leave in place the electrical cabinet and transformer to power the lights, canopy and irrigation.
3. Pump stations
4. Pump pedestals with above grade concrete islands removed and fill any deficit with crushed rock to grade.
5. Piping (underground piping may be abandoned in place if such piping is 2-inches in diameter or less or filled with grout if greater than 2-inches in diameter.)
6. Concrete containment wall and slab on grade for containment area, unless slab on grade is flat with the surrounding pavement. Cover area left in place from the removal of the slab on grade with 3" of crushed rock.
7. Concrete piers inside tank area
8. Concrete curb for containment pad
9. Cover (either match green or white) or remove canopy signage
10. Cut down the twenty (20) bollards located along the perimeter of the tank and equipment compound flush with the pavement surface. The thirty-two (32) bollards located adjacent to dispenser islands in the canopy area are to remain in place.
11. Raised spill containment berm adjacent to equipment containment.

Exhibit G



SCHEDULE 1

1. Civil Improvement plans showing wet utilities.
2. Structural plans of the containment area; as-builts preferably.
3. Structural plans showing the details of the canopy.
4. Any plans showing dry utilities. Specifically, power/electrical plans showing the one-line diagram.
5. Any plans showing the fuel piping system.
6. Landscaping plans.