

SITE ACCESS AND LICENSE AGREEMENT

THIS SITE ACCESS AND LICENSE AGREEMENT ("Agreement") is made and entered into as of _____ 2025 ("Effective Date") between ROD International Holdings, LLC, a California Corporation ("ROD"), and ORANGE COUNTY SANITATION DISTRICT, a county sanitation district organized and existing under the County Sanitation District Act, Health & Safety Code §§ 4700 et seq., ("OC SAN"). ROD and OC SAN are individually or collectively referred to herein as the "Party" or the "Parties." This Agreement is made with reference to the following facts:

A. ROD is the fee interest owner of the real property located at 835 South Brea Boulevard, in the City of Brea, State of California 92821 ("Property") as of October 19, 2022, when ROD acquired the Property from Polfit Wellness; and

B. OC SAN and Polfit Wellness entered into a Site Access and License Agreement dated January 23, 2019, for the storage and operation by OC SAN of a chemical dosing site on the Property ("Polfit Agreement"); and

C. Following acquisition of the Property by ROD, the Parties entered into an amendment to the Polfit Agreement dated November 1, 2022, and expiring on January 31, 2025; and

D. The Parties now desire to enter into the Agreement establishing terms for the continued storage of and operation by OC SAN of a chemical dosing site on the Property which adds magnesium hydroxide to the sewer lines existing adjacent to the Property for delivery within OC SAN 's facilities downstream of the Property ("Dosing Site") and allowing OC SAN to access and enter into and upon the Property.

NOW, THEREFORE, in consideration of the mutual obligations, representations, and promises contained in this Agreement, the Parties hereby agree as follows:

1. Grant of Access. ROD hereby grants to OC SAN , its employees, consultants, representatives, contractors, subcontractors and/or agents ("Authorized Personnel") the right to use, access and enter into and upon the portion of the Property set forth in the Site Plan ("Access Area") for the purpose of operating the Dosing Site, to access the sewer line through the City of Brea manhole immediately adjacent to the Property ("Manhole"), to install or maintain conduit through the Manhole and into the sewer line, and to transport magnesium hydroxide for delivery within OC SAN 's lines downstream of the Property.

2. Dosing Site Improvements. The Dosing Site consists of no more than two above-ground storage tanks, and a double-wall pipe through which OC SAN transports magnesium hydroxide for delivery to OC SAN 's lines downstream of the Property. OC SAN represents that it will use the sewer lines only as the transportation conduit, that the conduit will remain completely enclosed, and that no magnesium hydroxide will be allowed to escape the conduit into the sewer

line. OC SAN may utilize other products, chemicals, or technologies if mutually agreed upon by the Parties.

3. Cooperation. ROD will cooperate with OC SAN to provide access to the Property and Access Area as may be reasonably necessary to allow OC SAN to operate the Dosing Site, so long as the same does not unreasonably interfere with ROD's operations, or cause an undue inconvenience to ROD's employees, guests, customers, tenants, occupants, and invitees.

4. Term. This Agreement shall expire three (3) years from the Effective Date ("Initial Term"), unless terminated sooner by either party in accordance with Section 5 of this Agreement. Upon expiration of the Initial Term, this OC SAN shall have the option to extend the Agreement for one additional three (3) year term in accordance with the requirements of this Agreement.

5. Termination. This Agreement may be terminated without cause by either Party upon thirty (30) days written notice to the other Party.

6. Utilities. ROD shall be responsible for providing to OC SAN a source of electricity and water on the Property. OC SAN shall be responsible, at its sole cost, for routing electricity and water to the Dosing Site, and for routing discharge from the Dosing Site.

7. OC SAN Promise to Pay — License. ROD will bill OC SAN on a monthly basis, a monthly license fee in addition to a fixed fee for all utilities used by OC SAN in connection with the Dosing Site, in accordance with the following table. This monthly sum shall increase by 3% each year the Agreement continues in effect.

Year	Monthly License + Fixed Utilities	Total Monthly Costs	3% increase per year	\$ Increase
Year 1 - 2025	\$ 3,236.26 + \$800.00	\$4,036.26	0.03	\$97.09
Year 2 - 2026	\$ 3,333.35 + \$800.00	\$4,133.35	0.03	\$100.00
Year 3 - 2027	\$ 3,433.35 + \$800.00	\$4,233.35	0.03	\$103.00

8. Machinery & Equipment. ROD authorizes OC SAN, and its Authorized Personnel, to bring onto the Property such equipment and/or machinery as may be reasonably necessary to maintain and operate the Dosing Site, so long as such activity is consistent with the terms and conditions stated herein.

9. Unreasonable Interference: Prior Notice. In operating the Dosing Site, OC SAN shall not unreasonably interfere with ROD's operations. OC SAN shall give ROD no less than three (3) business days' notice prior to its first entry upon the Access Area and the commencement of Dosing Site activities. ROD and its employees and agents shall not interfere with, or obstruct, the Dosing Site or such entry by OC SAN's Authorized Personnel, and ROD shall not cause, or permit others to cause, any such interference or obstruction.

10. Restoring Condition of Access Area and the Property. OC SAN agrees: (1) to minimize, to the extent practicable, interference with the activities of ROD's employees, guests, customers, tenants, occupants and invitees on, and ingress to, and egress from, the Access Area; (2) to

maintain its machinery, equipment, and other materials in an orderly manner while located on the Property; and (3) within 30 days following the expiration of the term of this Agreement, to remove from the Access Area and the Property all debris, trash, machinery, equipment and other materials and items used by OC SAN or caused by it to be on the Access Area or on the Property. Additionally, OC SAN agrees that at the completion of each day OC SAN utilizes the Access Area, it shall restore the Access Area to as close to the same condition as existed at the commencement of that day, to the maximum extent possible. Following the expiration of the term of this Agreement, at its sole cost OC SAN shall restore the Access Area to as close to the same condition as existed before OC SAN 's first entry upon and use of the Access Area in connection with the Dosing Site, to the maximum extent possible, and to the reasonable satisfaction of ROD. At its sole cost, OC SAN shall be responsible for the proper lawful disposal of all chemicals, compounds, and other products and materials it brings onto, or causes to be on, the Property.

11. Preparatory Activities. At its sole cost, OC SAN agrees to assume full responsibility to perform all relevant work as it deems necessary to maintain, modify and operate the Dosing Site. OC SAN also agrees to provide appropriate notification to, and to obtain all required permits from, all applicable regulatory authorities in connection therewith.

12. Property Sewer Connection Inspection Services. For the duration of this Agreement, OC SAN will regularly inspect a 4-inch sewer connection annually and will be responsible for any corrective maintenance required during this time.

13. No Nuisance. OC SAN agrees that it will not maintain any public or private nuisance on the Property, and will not allow any odors, smoke, noise or objectionable elements to unreasonably affect ROD's employees, agents, customers, visitors, or neighboring real property occupants or visitors.

14. Indemnity. OC SAN hereby agrees to indemnify, defend, save and hold ROD, and its owners, partners, agents, officers, members, employees, representatives, and affiliates harmless from, and against, all losses, costs, expenses, claims, causes of action, and damages suffered or incurred by any of them, which may arise from, pertain to, or relate to, the negligent acts or omissions, recklessness, or willful misconduct of OC SAN or its Authorized Personnel in connection with the exercise of the rights granted herein. OC SAN 's obligation to indemnify, defend, save and hold harmless shall not apply to the extent that any such losses, costs, expenses, claims, causes of action or damages are caused by the negligence or willful misconduct of ROD, or its owners, partners, agents, officers, members, employees, representatives or affiliates.

15. Safety and Site Condition. OC SAN shall conduct its operations in a safe manner in compliance with all laws, including, but not limited to, environmental laws, and shall cooperate in maintaining the site in a safe, clean and orderly condition.

16. Sole Cost of OC SAN. OC SAN agrees that any work or activities conducted by OC SAN on or beneath the Access Area and Property shall be at the sole cost and expense of OC SAN. OC SAN agrees to keep the Property free and clear of all liens by paying off all subcontractors before any debt to the same becomes a matter of a lien of record against the Property.

17. Insurance. During the term of this Agreement, OC SAN shall require all contractors or subcontractors, and their employees and agents, to maintain insurance with the following minimum coverage:

- (i) Workers Compensation with California minimum statutory limits;
- (ii) Automobile Liability with \$1,000,000 single limit, or equivalent; and,
- (iii) Commercial General Liability, with \$2,000,000 single limit, or equivalent

During the term of this Agreement, OC SAN shall request each such contractor or subcontractor to provide ROD with a Certificate(s) of Insurance reflecting that ROD is named as an "Additional Insured" on each contractor's and each subcontractor's Commercial General Liability, or similar, liability insurance policy.

18. Limited Access. OC SAN agrees that entry upon the Access Area shall be limited to the extent necessary, or desirable, for the maintenance, modification or operation of the Dosing Site and/or for the purposes expressed in this Agreement.

19. Temporary Use. The right to use and access granted herein is intended by the Parties, and shall be construed, as a temporary right to use the Access Area to conduct the Dosing Site upon the Property, and not as a grant of an easement or of any other legal or equitable interest in, or to, the Property. Except as expressly set forth herein, no other rights are created in OC SAN by this Agreement.

20. Attorneys' Fees. If it becomes necessary for any Party to engage the services of legal counsel to institute any civil action to enforce or confirm, or to defend against, or to interpret or construe, any of provision(s) of this Agreement, the prevailing Party shall be entitled to recover from the other Party or Parties therein all of such Party's attorneys' fees, expert witness fees, other expenses and court costs as the prevailing party actually incurs in connection therewith.

21. Binding on Successors. This Agreement shall be binding upon the Parties to this Agreement, and upon their respective successors, representatives, heirs and assignees.

22. No Waiver. It is further understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other, or further, exercise thereof, or the exercise of any right, power or privilege hereunder. A waiver of any right by any one of the Parties hereunder must be in writing and signed by the Party granting the waiver.

23. Assignability. OC SAN shall not assign, or otherwise transfer, or attempt to transfer, to any other person or entity, any of its rights herein stated, and shall not transfer, or attempt to transfer, to any other person or entity, any of the duties or obligations herein stated, without the prior written consent of ROD, which may be given or withheld in ROD's sole and absolute discretion, and any other attempt to do so shall be void and of no legal force or effect.

24. Choice of Law. The terms of this Agreement shall be interpreted and construed according to the laws, regulations and ordinances of the United States of America, the State of California, the County of Orange, and the City of Brea, as they may apply, from time to time.

25. Further Acts. For the duration of this Agreement, each Party shall, whenever requested to do so by the other Party or Parties, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further instruments and documents, and do any and all other acts as may be reasonably necessary to accomplish the purpose and intent of this Agreement.

26. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties pertaining to the subject matter addressed herein, and supersedes all prior, or contemporaneous, agreements and understandings, both written and oral, pertaining to such subject matter.

27. Interpretation. This Agreement will be interpreted according to the fair meaning of its terms and not strictly for, or against, any Party hereto.

28. Modification. The provisions of this Agreement may only be amended or modified by a written agreement executed by the Parties.

29. Authority. Each person executing this Agreement hereby warrants that he/she has legal authority to bind the Party for whom he/she so executes this Agreement.

30. Severability. If any provision of this Agreement is held by any court of law or equity having proper jurisdiction over the matter to be void, invalid or unenforceable for any reason, the remaining provisions of this Agreement overall shall continue in full force and effect without being impaired or invalidated in any way.

31. Notice. All notices or other documents (collectively "notices") given hereunder shall be in writing and shall be addressed to the recipient and sent by personal delivery or by overnight delivery service, such as by United States certified mail, postage prepaid, Federal Express, United Parcel, or the like. Unless and until otherwise notified, the address of each of the Parties for the giving of Notices shall be as follows:

If to ROD:

ROD International Holdings, LLC
Attn.: Juan Rodriguez, President
835 S. Brea Blvd.
Brea, CA 92821

If to OC SAN :

Orange County Sanitation District
Attn: Clerk of the Board
18480 Bandilier Circle
Fountain Valley, CA 92708

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below their respective signatures.

**ORANGE COUNTY SANITATION
DISTRICT**

ROD INTERNATIONAL HOLDINGS, LLC

By: _____
Ryan P. Gallagher
Board Chairman

By: _____
Juan Rodriguez
President

Date: _____

Date: _____

ATTEST:

By: _____
Kelly A. Lore, MMC
Clerk of the Board

APPROVED AS TO FORM:

By: _____
Scott C. Smith
General Counsel