

RECLAMATION AGREEMENT

THIS AGREEMENT is entered into this 28th day of February, 2017, by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("COUNTY"), and RE Tranquillity LLC, a California limited liability company ("APPLICANT"), each a "Party" and collectively, the "Parties."

W I T N E S S E T H:

WHEREAS, on October 9, 2014, pursuant to County Resolution No. 12466, subject to the conditions listed therein, the COUNTY's Planning Commission certified Environmental Impact Report No. 6730 for the Tranquillity Solar Generation Facility, approving eight separate conditional use permits, Unclassified Conditional Use Permit ("CUP") Nos. 3451 through 3458. As a condition of those approvals, the Planning Commission required compliance with that certain Reclamation Plan: RE Tranquillity LLC, UCUP Application Number 3451, dated August 2014 (the "Reclamation Plan"). A true and complete copy of the Reclamation Plan is attached hereto and incorporated herein by reference as **Exhibit A**.

WHEREAS, APPLICANT will undertake the performance of a component of the Project described in CUP No. 3451, consisting of the construction and operation of a solar photovoltaic power plant capable of generating up to Two Hundred (200) megawatts ("MW") and including up to Two Hundred (200) MW of energy storage capacity (the "Project").

WHEREAS, the Project will be situated on that real property commonly described as Thirteen (13) parcels located south of W. Manning Avenue, north of W. Nebraska Avenue, east of S. San Bernardino Avenue, and west of S. Derrick Avenue on approximately One Thousand Nine Hundred and Eighty One and 11/100 (1,981.11) acres in western unincorporated Fresno County (the "Property"), as more particularly described on **Exhibit B**, attached hereto.

WHEREAS, the Reclamation Plan requires that APPLICANT decommission the Project at the end of the Project's useful life or the termination of CUP No. 3451, whichever occurs first, and reclaim the site to its pre-Project condition. To secure APPLICANT's performance of its obligations under the Reclamation Plan, the Reclamation Plan requires that APPLICANT establish and maintain throughout the life of the Project an irrevocable standby letter of credit ("**Letter of Credit**"), issued to

COUNTY from a state or national financial institution; which Letter of Credit shall be in the initial minimum amount identified in CUP No. 3451, shall be issued and delivered to COUNTY prior to COUNTY's issuance of the building permit for CUP No. 3451, and shall be in a form and substance satisfactory to COUNTY as provided in this Agreement.

WHEREAS, to enable APPLICANT to comply with the above-referenced requirements of the Reclamation Plan and to memorialize the respective responsibilities of APPLICANT and COUNTY with respect to the Reclamation Plan, and COUNTY's rights with respect to the Letter of Credit, COUNTY and APPLICANT enter into this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. APPLICANT'S OBLIGATIONS.

(a) Compliance with Reclamation Plan.

APPLICANT shall, at its own cost, fully comply with all provisions of the Reclamation Plan, including but not limited to, Section 6 thereof.

(b) Notice to COUNTY.

APPLICANT shall provide written notice to COUNTY within seven (7) calendar days of the occurrence of either (i) the expiration or termination of CUP No. 3451 or (ii) the abandonment of the Project without the APPLICANT making efforts to cure a disruption of electricity production, whichever occurs first. Such notice shall be provided to the person set forth in Section 6 of this Agreement.

(c) Time is of the Essence.

It is understood that time is of the essence in the performance of all obligations under this Agreement and the Reclamation Plan. Any reference in this Agreement to "business days" shall mean the business days of the Party required to perform an obligation herein, any reference in this Agreement to a major requirement of the Financial Institution under the Letter of Credit shall mean the business days of the Financial Institution to perform a major requirement thereunder, and any reference in this Agreement to a Rating Agency (as hereinafter defined) within respect to a Financial Institution Requirement (as hereinafter defined) shall mean the business days of the Rating Agency.

1 **2. SECURITY FOR APPLICANT'S OBLIGATIONS.**

2 As security to COUNTY for APPLICANT's faithful performance of all of its obligations
3 herein, APPLICANT shall, not later than five (5) business days subsequent to the final execution of
4 this Agreement by the Parties, cause the Financial Institution (as hereinafter defined) to issue and
5 deliver to COUNTY, as the beneficiary, the Letter of Credit in the initial minimum amount of at least
6 One Million, Ninety Eight Thousand, Five Hundred and Twenty Dollars and No Cents
7 (\$1,098,520.00) and having a date of expiration that is at least one (1) year from the date of this
8 Agreement. The amount of the Letter of Credit, including any increases in the amount thereof as
9 required herein, is not a limitation on APPLICANT's obligations under this Agreement or the
10 Reclamation Plan. Any minimum date of expiration for the Letter of Credit, herein, or any other date
11 of expiration that is set forth in the Letter of Credit, is allowed by COUNTY as an accommodation to
12 the Financial Institution issuing the Letter of Credit, and shall not be a limitation on APPLICANT's
13 obligation to maintain the Letter of Credit, as required herein, at all times during the term of this
14 Agreement.

15 All references herein to "**Financial Institution**" shall mean and include the Financial
16 Institution that issues the Letter of Credit to COUNTY, and/or any new Financial Institution that
17 would issue any replacement Letter of Credit to COUNTY, as applicable. All references herein to
18 "**Letter of Credit**" shall mean and include the Letter of Credit that is issued to COUNTY, and/or any
19 replacement Letter of Credit that would be issued to COUNTY, as applicable.

20 The Financial Institution issuing the Letter of Credit to COUNTY shall (1) be chartered or
21 licensed under the laws of the United States, any State thereof, or the District of Columbia, and if it
22 receives retail deposits, it shall be insured by the Federal Deposit Insurance Corporation (the
23 "**Financial Institution**"), and (2) have an issuer long-term rating of "Investment Grade" (provided
24 however, if a Rating Agency has more than one issuer long-term rating for a Financial Institution, then
25 all of such issuer long-term ratings for the Financial Institution shall be "Investment Grade") by at
26 least two (2) of (i) Fitch Ratings Ltd. ("**Fitch**"), (ii) Moody's Investors Service, Inc. ("**Moody's**") or
27 (iii) Standard & Poor's Ratings Services ("**S&P**") or their respective successors (collectively, the
28 "**Rating Agencies**"), which "Investment Grade" as of final execution of this Agreement by the Parties

1 is at least BBB- (S&P and Fitch) and Baa3 (Moody's) (together, (1) and (2), herein, are the **"Financial**
2 **Institution Requirements"**).

3 APPLICANT intends for Coöperatieve Rabobank U.A., New York Branch, to be the Financial
4 Institution. APPLICANT represents to COUNTY that, (1) as of final execution of this Agreement by
5 the Parties, Coöperatieve Rabobank U.A., New York Branch, is rated by Moody's and S&P, and (2)
6 with respect to the Rating Agency's Publications (as hereinafter defined) of Moody's and S&P, which
7 COUNTY uses and has and submitted to APPLICANT, Moody's uses the name "Rabobank
8 Nederland, New York Branch," to identify Coöperatieve Rabobank U.A., New York Branch, and S&P
9 uses the name "Coöperatieve Rabobank U.A. (Rabobank), New York Branch," to identify
10 Coöperatieve Rabobank U.A., New York Branch. COUNTY shall have the right, without undertaking
11 any investigation, to rely upon such representations by APPLICANT for purposes of determining the
12 Financial Institution's compliance with the Financial Institution Requirements.

13 In the event that a Rating Agency materially changes or discontinues using the name that it has
14 used to identify the Financial Institution in its Rating Agency's Publication, COUNTY may exercise
15 all of its rights as hereinafter set forth in this paragraph only once per material name change or
16 discontinuance. In the event that (1) APPLICANT causes any new Financial Institution to issue any
17 replacement Letter of Credit to COUNTY, or (2) a Rating Agency's rating of the Financial Institution
18 is substituted for another Rating Agency's rating of the Financial Institution, COUNTY may initiate
19 the exercise of all of its rights as hereinafter set forth in this paragraph not later than ten (10) business
20 days after receipt of the replacement Letter of Credit or written notice from APPLICANT of such
21 substituted rating, as applicable. COUNTY may provide written notice to APPLICANT (1) stating
22 the name that appears to COUNTY to be the name that any of such Rating Agencies uses to identify
23 the Financial Institution, which name COUNTY has obtained from such Rating Agency (**"Rating**
24 **Agency's Apparent Name"**), accompanied by a copy of the relevant page(s) that COUNTY has
25 obtained from such Rating Agency's publication, which is available to members of the public,
26 showing such Rating Agency's Apparent Name, including, by way of example, an internet web page
27 (**"Rating Agency's Publication"**), and (2) referencing the requirements of APPLICANT's written
28 notice, as hereinafter set forth in this paragraph. Within ten (10) business days after the date that such

1 notice was provided by COUNTY, APPLICANT shall provide written notice to COUNTY (1)
2 representing to COUNTY that the Rating Agency's Apparent Name that COUNTY submitted to
3 APPLICANT is the name that such Rating Agency uses to identify the Financial Institution, or (2) (a)
4 representing to COUNTY that the Rating Agency's Apparent Name that COUNTY submitted to
5 APPLICANT does not identify the Financial Institution, and (b) representing to COUNTY the name
6 that such Rating Agency uses to identify the Financial Institution, accompanied by a copy of the
7 relevant page(s) of the same Rating Agency's Publication submitted by COUNTY to APPLICANT,
8 showing such name of the Financial Institution (for example, if the copy of the Rating Agency's
9 Publication accompanying COUNTY's notice is the relevant page(s) of the Rating Agency's internet
10 web site, APPLICANT's notice shall likewise be accompanied by a copy of the relevant page(s) of the
11 Rating Agency's same internet web site). If the information provided by APPLICANT, in
12 COUNTY's reasonable determination, appears to be erroneous, COUNTY shall, within ten (10)
13 business days after the date that such notice was provided by APPLICANT, provide written notice of
14 objection(s) thereof to APPLICANT, stating the reason(s) for COUNTY's objection(s), and the Parties
15 shall promptly meet and confer, and diligently act, to resolve COUNTY's objection(s), which may
16 include APPLICANT providing additional information that satisfies the requirements of this
17 paragraph, all of which resolution process shall be completed within twenty (20) business days from
18 the date that COUNTY first provided such notice of objection(s) to APPLICANT. The type of
19 additional information that APPLICANT shall provide to resolve COUNTY's objection(s), if any,
20 shall be available to members of the public, and provided by the Rating Agency and/or the Financial
21 Institution; such information may be supplemented by information provided by any national
22 investment news information services, such as Bloomberg, or information provided by an officer of
23 the Financial Institution. Notwithstanding anything to the contrary in this paragraph, in the event that
24 a Rating Agency's Publication is not available in the typically-convenient form to members of the
25 public for any two (2) or more consecutive business days, subject to a maximum allowance of five (5)
26 business days in the aggregate (for example, a Rating Agency is not publishing its Rating Agency's
27 Publication on the internet during such period), (1) COUNTY and APPLICANT shall use any
28 reasonable alternative written form of the Rating Agency's information that typically would be in the

1 Rating Agency's Publication, so long as the Parties use the same written form of the Rating Agency's
2 information that shall be available to members of the public, and (2) the time period for performance
3 by either Party or both of the Parties, as applicable, as hereinabove set forth in this paragraph shall be
4 extended only by such same number of days within such period. Unless there is a pending, unresolved
5 objection by COUNTY, COUNTY shall have the right, without undertaking any investigation, to rely
6 upon such representations and information provided by APPLICANT for purposes of determining the
7 Financial Institution's compliance with the Financial Institution Requirements. In the event
8 APPLICANT fails to comply with the requirements of this paragraph, including but not limited to
9 failing to resolve any objections by COUNTY to COUNTY's reasonable satisfaction, the Financial
10 Institution shall be deemed to fail to comply with the Financial Institution Requirements.

11 In the event the Financial Institution fails to comply with the Financial Institution
12 Requirements, COUNTY shall have the right to declare APPLICANT to be in material breach of this
13 Agreement, and provide written notice to APPLICANT of such failure. Upon receipt of said written
14 notice, APPLICANT shall, within thirty (30) calendar days, submit to COUNTY for review and
15 acceptance pursuant to the terms of this Agreement, a proposed replacement Letter of Credit from a
16 new Financial Institution, which proposed replacement Letter of Credit shall substantially comply
17 with the requirements of this Agreement, and which Financial Institution shall comply with the
18 Financial Institution Requirements, provided however, notwithstanding whether or when
19 APPLICANT receives said written notice, commencing upon one (1) Financial Institution business
20 day after the actual occurrence of the Financial Institution's failure to comply with the Financial
21 Institution Requirements, COUNTY shall have the right to immediately draw upon the Letter of
22 Credit, which shall be in the full amount available thereof, and hold such proceeds, without
23 requirement of earning interest thereon, for the purposes of this Agreement, provided further however,
24 COUNTY's exercise of such right and remedy shall not limit COUNTY's other rights and remedies
25 under Sections 3 and 4 of this Agreement, and COUNTY's other rights and remedies under Sections 3
26 and 4 of this Agreement shall not limit COUNTY's exercise of such rights and remedy under this
27 Section 2.

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1 Should the new Financial Institution meet the Financial Institution Requirements, COUNTY's
2 review and acceptance shall be limited solely to determining whether the proposed replacement Letter
3 of Credit substantially complies with the requirements of this Agreement.

4 Should the proposed replacement Letter of Credit submitted to COUNTY, in COUNTY's
5 reasonable discretion, be found in non-compliance with the requirements of this Agreement,
6 COUNTY shall notify APPLICANT in writing within fifteen (15) business days of APPLICANT's
7 submission as to the non-compliant terms. Upon the receipt of such notification, APPLICANT shall
8 have thirty (30) calendar days to bring the proposed replacement Letter of Credit into compliance or
9 submit a proposed new replacement Letter of Credit from a Financial Institution, provided however,
10 COUNTY shall continue to have the right to hold the full amount of the proceeds of the Letter of
11 Credit drawn upon, without requirement of earning interest thereon, for the purposes of this
12 Agreement, provided further however, COUNTY's continued exercise of such right and remedy shall
13 not limit COUNTY's other rights and remedies under Sections 3 and 4 of this Agreement, and
14 COUNTY's other rights and remedies under Sections 3 and 4 of this Agreement shall not limit
15 COUNTY's continued exercise of such rights and remedy under this Section 2.

16 In the event the proposed replacement Letter of Credit substantially complies with the
17 requirements of this Agreement as determined by COUNTY under this Agreement, COUNTY's
18 acceptance thereof shall not be withheld, conditioned or delayed, and upon COUNTY's acceptance of
19 such substantially complying replacement Letter of Credit, COUNTY shall promptly, but not later
20 than ten (10) calendar days thereafter, return to APPLICANT the proceeds of the Letter of Credit
21 drawn upon.

22 Pursuant to the terms of this Agreement, the Financial Institution and the Letter of Credit
23 (including the form and substance of the Letter of Credit) shall be subject to COUNTY's satisfaction.
24 In determining whether a proposed replacement Letter of Credit is satisfactory to COUNTY,
25 COUNTY may consider whether the proposed replacement Letter of Credit complies substantially
26 with the form and substance of the then-current Letter of Credit.

27 APPLICANT shall cause the Financial Institution to issue its Letter of Credit (either initial or
28 replacement) in compliance with the following major requirements:

1 (a) the Letter of Credit shall be deemed automatically extended for an additional
2 period of at least one (1) year from the expiration date of the Letter of Credit ("**Letter of Credit**
3 **Expiration Date**"), or each successive future anniversary of the expiration date thereof (each, an
4 "**Letter of Credit Extended Expiration Date**"), whichever is later, unless at least ninety (90)
5 calendar days prior to the Letter of Credit Expiration Date, or the then-current Letter of Credit
6 Extended Expiration Date, whichever is later, the Financial Institution gives COUNTY written notice
7 that the Financial Institution elects not to permit the Letter of Credit to be extended beyond the Letter
8 of Credit Expiration Date, or the then-current Letter of Credit Extended Expiration Date, whichever is
9 later; and, in the event that such notice is given to COUNTY, the Financial Institution shall engage
10 with COUNTY that, notwithstanding such notice, all drafts thereafter drawn under and in compliance
11 with the terms of the Letter of Credit shall be duly honored by the Financial Institution, if drawn and
12 presented to the Financial Institution at its place of presentation set forth in the Letter of Credit for
13 payment as provided in the Letter of Credit on or before the Letter of Credit Expiration Date, or the
14 then-current Letter of Credit Extended Expiration Date, whichever is later.

15 (b) In the event the Letter of Credit is automatically extended as provided above,
16 the then-current amount of the Letter of Credit shall be deemed automatically increased as set forth in
17 the "Schedule of Stated Amounts" attached as **Schedule A**, and incorporated herein by this reference
18 and as such amounts may be reduced by any partial drawing on the Letter of Credit by County
19 pursuant to Section 2(i) below.

20 (c) Upon the Financial Institution's receipt of County's written request, the
21 Financial Institution shall promptly, but not later than ten (10) business days thereafter, give
22 COUNTY a written acknowledgment (1) confirming that the Letter of Credit remains in full force and
23 effect according to its terms (including specific reference to any amendments to the Letter of Credit
24 that have been issued to COUNTY, or, if no such amendments have been issued to COUNTY, the
25 Financial Institution shall so state), (2) confirming the then-current available amount of the Letter of
26 Credit, and (3) confirming the then-current expiry date of the Letter of Credit; provided however, if
27 the Financial Institution has given COUNTY any such acknowledgment pursuant to this paragraph,
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1 any such request that COUNTY subsequently makes shall be not less than one (1) year from the date
2 of the Financial Institution's last acknowledgment given to COUNTY.

3 (d) The Letter of Credit shall contain a certification by an appropriate corporate
4 officer, such as a corporate secretary, or his or her designee, who shall be an appropriate corporate
5 officer, that the person executing, issuing, and delivering the Letter of Credit is authorized to do so for
6 and on behalf of the Financial Institution, and that the signature of such person on the Letter of Credit
7 is authentic.

8 (e) Any amendments to the Letter of Credit shall be prepared, executed, and
9 certified in the same form and manner as the original Letter of Credit provided by such Financial
10 Institution.

11 (f) The Letter of Credit shall be issued subject to and shall be governed by the laws
12 of the State of California and the international standby practices typically used by COUNTY as a
13 beneficiary of an irrevocable standby letter of credit, which presently are the International Standby
14 Practices (ISP 98) International Chamber of Commerce, Publication No. 590, 1998 Version (the
15 "ISP"), and in the event of a conflict, the laws of the State of California shall control, provided
16 however, the ISP referenced in the Letter of Credit shall control over the laws of the State of
17 California with respect to: (1) the then-current available amount of the Letter of Credit, including the
18 automatic increase thereof, as provided therein; (2) the Letter of Credit Expiration Date, or the then-
19 current Letter of Credit Extended Expiration Date, whichever is later, including the automatic
20 extension of the Letter of Credit, as provided therein; and (3) the use of electronic medium for
21 presenting documents, as provided therein.

22 (g) The Financial Institution shall irrevocably and unconditionally submit, for itself
23 and its representatives, successors, assigns, and property, to the exclusive jurisdiction of the courts
24 located within Fresno County (and the respective appellate courts thereof), in respect of any action or
25 proceeding brought against the Financial Institution, or the recognition or enforcement of any
26 judgment, or the settlement of any dispute, arising out of or relating in any way to the Letter of Credit;
27 the Financial Institution shall irrevocably and unconditionally waive any objection or defense,
28 including but not limited to defense of an inconvenient forum, that the Financial Institution may now

1 or hereafter have to the laying of venue in such courts; and the Financial Institution shall agree not to,
2 and shall irrevocably and unconditionally waive any right it might otherwise have to, bring any action
3 or proceeding against the County in any forum other than in such courts.

4 **(h)** COUNTY shall have the right to draw upon the Letter of Credit, and make any
5 requests for amendments, notices, or acknowledgements permitted under the Letter of Credit to the
6 Financial Institution, at COUNTY's election, using either paper or electronic medium.

7 **(i)** COUNTY shall have the right to make partial and multiple drawings under the
8 Letter of Credit up to the then-current available amount thereof; provided, however, such partial or
9 multiple drawings under the Letter of Credit shall permanently reduce the amount of the Letter of
10 Credit by any such partial drawing. Additionally, such requirement for the Letter of Credit shall not
11 be deemed to affect the provision in this Section 2 with respect to COUNTY's exercise of its right to
12 immediately draw upon the Letter of Credit, which shall be in the then-current amount available
13 thereof, in the event of the Financial Institution's failure to comply with the Financial Institution
14 Requirements.

15 In the event that the Financial Institution gives COUNTY written notice that the Financial
16 Institution elects not to permit the Letter of Credit to be extended beyond the Letter of Credit
17 Expiration Date, or the then-current Letter of Credit Extended Expiration Date, whichever is later,
18 APPLICANT shall cause a new Financial Institution to issue and deliver a replacement Letter of
19 Credit to COUNTY at least thirty (30) calendar days prior to the date of expiration of the then-current
20 Letter of Credit with an issue date not later than the next calendar day following the Letter of Credit
21 Expiration Date, or the then-current Letter of Credit Extended Expiration Date, whichever is later.
22 Any replacement Letter of Credit shall be issued to COUNTY in the available amount of the then-
23 current Letter of Credit. All of the requirements for the Letter of Credit, as provided herein, shall also
24 apply to any replacement Letter of Credit, provided that the date of expiration of the replacement
25 Letter of Credit shall be at least one (1) year from the date of expiration of the then-current Letter of
26 Credit.

27 APPLICANT shall cause the Letter of Credit to be maintained by the Financial Institution and
28 issued to COUNTY, as provided herein, or any replacement Letter of Credit to be maintained by any

1 new Financial Institution and issued to COUNTY, as provided herein, without interruption in
2 coverage, so that APPLICANT's performance of its obligations under this Agreement is continuously
3 secured either by a Letter of Credit or a replacement Letter of Credit during the term of this
4 Agreement.

5 The COUNTY Director of Public Works and Planning, or his or her designee (the "**Director**")
6 is hereby authorized by COUNTY to make any determination by COUNTY, or to take any action on
7 behalf of COUNTY, required under this Agreement.

8 **3. DEFAULT.**

9 For purposes of this Agreement, the occurrence of any one or more of the following events
10 shall constitute an "**Event of Default**" by APPLICANT under this Agreement:

11 (a) APPLICANT fails to cause the Financial Institution to timely issue and deliver
12 the initial Letter of Credit to COUNTY, as required by Section 2 of this Agreement;

13 (b) The breach or default, in any material respect, in the performance of any
14 obligation in this Agreement, or falsity of any representations or warranties, of APPLICANT
15 contained in this Agreement;

16 (c) The failure of APPLICANT to timely pay any amount due or owed by
17 APPLICANT in connection with the Reclamation Plan or this Agreement;

18 (d) The failure of APPLICANT to observe or perform, in any material respect, any
19 other obligation under this Agreement or the Reclamation Plan for a period of thirty (30) calendar
20 days after COUNTY provides written notice to APPLICANT, stating the obligation APPLICANT has
21 failed to perform, provided however, if the nature of the default is such that APPLICANT cannot
22 reasonably cure the default within thirty (30) calendar days, APPLICANT shall have an additional
23 reasonable time to cure, subject to APPLICANT commencing to cure within the thirty (30) calendar
24 day period and diligently pursuing the cure to completion and completing the cure not later one
25 hundred twenty (120) calendar days from the date of COUNTY's notice of such failure to perform.
26 Notwithstanding anything to the contrary in this Agreement, this subsection d shall not apply to any of
27 APPLICANT's obligations under Sections 2 and 11 of this Agreement;

28 (e) APPLICANT fails to cause a new Financial Institution to timely issue and

1 deliver a replacement Letter of Credit to COUNTY, as required by Section 2 of this Agreement; or

2 (f) Bankruptcy, reorganization, liquidation, arrangement, insolvency, receivership
3 or conservatorship proceedings, or other proceedings for relief under any bankruptcy or similar law or
4 laws for the relief of debtors, are instituted by or against APPLICANT, and are not dismissed within
5 ninety (90) days of institution, or there is an assignment by APPLICANT for the benefit of creditors,
6 or any similar action taken by or against APPLICANT, or APPLICANT is insolvent.

7 **4. COUNTY'S REMEDIES.**

8 Upon the determination of COUNTY's Board of Supervisors, by an official action, that an
9 Event of Default has occurred, COUNTY's Board of Supervisors shall have the right to declare that
10 APPLICANT is in material breach of this Agreement, and COUNTY thereupon shall be entitled to
11 immediately draw upon the Letter of Credit, or from time to time immediately make partial draws
12 upon the Letter of Credit, which partial draws shall permanently reduce the total amount of the Letter
13 of Credit pursuant to Section 2(i) above. COUNTY will provide APPLICANT at least twenty-one
14 (21) calendar days' advance written notice of the date, time and place of the public meeting at which
15 the COUNTY's Board of Supervisors will consider and determine whether APPLICANT is in
16 material breach of this Agreement. Notwithstanding anything to the contrary herein, in the event that
17 there is an Event of Default under Sections 3(e) or 3(f) of this Agreement, or there are any
18 circumstances entirely beyond COUNTY's (including COUNTY's Board of Supervisors') control that
19 would frustrate COUNTY's ability to provide such notice, then (a) such notice shall not be required to
20 be provided by COUNTY to APPLICANT, (b) such action by COUNTY's Board of Supervisors shall
21 not be required, (c) COUNTY shall have the right to determine that an Event of Default has occurred,
22 (d) COUNTY shall have the right to declare that APPLICANT is in material breach of this
23 Agreement, (e) for an Event of Default under Section 3(e) of this Agreement, COUNTY thereupon
24 shall be entitled to draw upon the Letter of Credit pursuant to Section 2 of this Agreement, and (f) for
25 an Event of Default under Section 3(f) of this Agreement, COUNTY thereupon shall be entitled to
26 immediately draw upon the Letter of Credit, which shall be in the full amount available thereof.

27 If COUNTY draws upon the Letter of Credit, COUNTY shall use the proceeds thereof solely
28 to perform the reclamation of the Property in substantial conformity with the Reclamation Plan;

1 provided however, any such act by COUNTY shall not obligate COUNTY to continue performance
2 under, or to complete, such Reclamation Plan, beyond the amount of such funds so drawn. Subject to
3 the limitation of COUNTY's obligations in the foregoing sentence, COUNTY may also use a portion
4 of such proceeds for COUNTY's reasonable administrative and overhead costs in connection with
5 such reclamation of the Property pursuant to the Reclamation Plan. COUNTY shall maintain records,
6 for a period of one (1) year following the final use of any proceeds of the Letter of Credit,
7 documenting the use of the proceeds of the Letter of Credit, and such records shall be made available
8 to APPLICANT, within ten (10) calendar days following written request thereof by APPLICANT.

9 APPLICANT promises, covenants, and warrants that if COUNTY draws upon, or attempts to
10 draw upon, the Letter of Credit, APPLICANT (including any other persons, firms, or entities acting at
11 the direction of APPLICANT) shall not in any way whatsoever defeat, interfere with, obstruct, or
12 cause delay to said right of COUNTY to do so, including, but not limited to, instructing the Financial
13 Institution not to honor or pay on any draw or demand for payment by COUNTY under the terms and
14 conditions of the Letter of Credit, or taking any legal action against COUNTY and/or the Financial
15 Institution to prevent or enjoin COUNTY from drawing upon or obtaining payment under the Letter of
16 Credit, pursuant to the terms and conditions thereof.

17 **5. SEVERABILITY.**

18 If any provision of this Agreement is determined to be illegal, invalid, void, or unenforceable
19 in a final judgment by a court of competent jurisdiction, each and every other provision hereof shall
20 remain in full force and effect.

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1 **6. NOTICES.**

2 The persons and their addresses having authority to give and receive notices under this
3 Agreement include the following:

4 COUNTY

APPLICANT

5 Director of Public Works and
6 Planning
7 County of Fresno
8 2220 Tulare Street, Eighth Floor
9 Fresno, CA 93721

 RE Tranquillity LLC
 c/o Recurrent Energy
 300 California St., 7th Floor
 San Francisco, CA 94104

10 Copies of notices to COUNTY shall
11 also be given to:

12 Fresno County Counsel
13 2220 Tulare Street, Fifth Floor
14 Fresno, CA 93721

15 County Administrative Officer
16 Attn: Public Works and Planning
17 Analyst
18 County of Fresno
19 Hall of Records
20 2281 Tulare Street, Room 304
21 Fresno, CA 93721

22 Any and all notices between COUNTY and APPLICANT provided for in, or permitted under,
23 this Agreement shall be in writing and shall be deemed duly served when personally delivered to one
24 of the parties, or in lieu of such personal services, when deposited in the United States Mail, postage
25 prepaid, addressed to such Party.

26 **7. LEGAL AUTHORITY.**

27 Each individual executing or attesting this Agreement hereby covenants, warrants, and
28 represents to the other Party: (1) that he or she is duly authorized to execute and deliver this
Agreement on behalf of his or her respective Party in accordance with the following: for the
APPLICANT, its articles of organization and operating agreement; and for COUNTY, its governing
legal authority; (2) that this Agreement is binding upon his or her respective Party; and (3) that his or
her respective Party is duly organized and legally existing in good standing in the State of California.

1 **8. MODIFICATION.**

2 Any matters of this Agreement may be modified from time to time by the written consent of all
3 the Parties without, in any way, affecting the remainder.

4 **9. NOTICE OF TRANSFER.**

5 Unless there is an Event of Default, APPLICANT may, without COUNTY's consent, transfer
6 this Agreement, but only in its entirety, to any entity or person that becomes the sole permittee under
7 CUP No. 3451 ("**Transferee**"). Notwithstanding the foregoing, but still subject to the foregoing
8 condition that there is not an Event of Default, such transfer shall not be effective unless and until, not
9 later than thirty (30) calendar days after the transfer, APPLICANT shall (a) provide written notice of
10 the transfer to COUNTY, together with the contact information for the Transferee's duly authorized
11 representative for purposes of receiving and giving notices under Section 6 of this Agreement, (b)
12 cause Transferee to execute an assignment and assumption agreement, in a form and substance
13 reasonably satisfactory to COUNTY, expressly assuming the obligations of the APPLICANT under
14 this Agreement, and (c) provide evidence reasonably satisfactory to COUNTY that the Transferee is,
15 or shall become, the sole permittee under CUP No. 3451. Upon such satisfaction of the above
16 conditions, APPLICANT shall be relieved from all obligations under this Agreement, save and except
17 those obligations that, by their express language, survive such an assignment and transfer.

18 In the event that APPLICANT transfers this Agreement as provided in this Section 9,
19 COUNTY shall continue to have the rights under the Letter of Credit accepted and held by COUNTY,
20 unless and until COUNTY accepts a replacement Letter of Credit issued to COUNTY by a new
21 Financial Institution for APPLICANT's transferee pursuant to this Section 9. If COUNTY accepts
22 such replacement Letter of Credit, it shall promptly, but not later than ten (10) calendar days
23 thereafter, return the original Letter of Credit (in the then-current available amount thereof) to the
24 appropriate Financial Institution.

25 **10. RECORDATION OF EASEMENT.**

26 To enable COUNTY to access the Property for purposes of contemplated by this Agreement,
27 APPLICANT shall cause the owner of the Property to grant to COUNTY a non-exclusive easement
28 over, under, on, and across the Property (the "**Easement**"). A true and complete copy of the form of

1 the Easement is attached hereto and incorporated herein by reference as **Exhibit C**. COUNTY shall
2 have the right, upon the parties' execution of this Agreement, to record the Easement in the official
3 records of the County Recorder with respect to the Property.

4 APPLICANT promises, covenants, and warrants to COUNTY that APPLICANT shall not,
5 subsequent to the date of this Agreement, record any liens, encumbrances, covenants, conditions,
6 restrictions, reservations, contracts, leases or licenses, easements, or rights of way in the official
7 records of the County Recorder with respect to the Property, which interferes or will interfere with
8 County's rights under the Easement, without the COUNTY's express written consent, which shall not
9 be unreasonably withheld, conditioned or delayed.

10 APPLICANT promises, covenants, and warrants to COUNTY that the Lease between
11 APPLICANT and owner of the property, as referenced in the recitals to the Easement, shall not
12 interfere with County's rights under the Easement, without the COUNTY's express written consent,
13 which shall not be unreasonably withheld, conditioned or delayed.

14 **11. SATISFACTION OF RECLAMATION PLAN.**

15 Upon APPLICANT's determination, in its sole discretion, that it has satisfied each of the
16 provisions of the Reclamation Plan, APPLICANT shall submit written notification to the COUNTY of
17 such determination, which notice shall be prominently entitled "Satisfaction Notice under Reclamation
18 Agreement" ("**Satisfaction Notice**"). COUNTY shall have forty five (45) calendar days to determine,
19 in its sole discretion, whether APPLICANT has failed to satisfy any of the provisions of the
20 Reclamation Plan. Upon such determination, COUNTY shall notify APPLICANT in writing of its
21 determination and identify what provisions of the Reclamation Plan remain unsatisfied, which notice
22 shall be prominently entitled "Notice of Dissatisfaction Under Reclamation Agreement" ("**Notice of**
23 **Dissatisfaction**"). Within sixty (60) calendar days of receipt of a Notice of Dissatisfaction,
24 APPLICANT shall satisfy those provisions of the Reclamation Plan identified in the Notice of
25 Dissatisfaction, except in those instances where such compliance shall take longer than sixty (60)
26 calendar days, APPLICANT shall have such time as is reasonably necessary as long as APPLICANT
27 has begun such compliance and diligently continues to pursue such compliance to completion,
28 provided however that all such compliance actions shall be finalized within one hundred and eighty

1 (180) calendar days of APPLICANT's receipt of the first Notice of Dissatisfaction. APPLICANT
2 shall provide COUNTY written notice upon completion of the actions set forth in the Notice of
3 Dissatisfaction. APPLICANT's completion of the actions set forth in the Notice of Satisfaction shall,
4 upon COUNTY's determination, it is sole discretion, within forty (45) calendar days thereof, and
5 notice thereof, which shall be given to APPLICANT within fifteen (15) calendar days following such
6 determination, be deemed APPLICANT's satisfaction of its obligations under the Reclamation Plan
7 and this Agreement. Within ten (10) calendar days following such notice satisfaction being given by
8 COUNTY to APPLICANT, COUNTY shall return the then-current Letter of Credit (in the then-
9 current available amount thereof) to the appropriate Financial Institution, and upon the delivery
10 thereof, this Agreement thereupon shall terminate and the rights and obligations herein shall be of no
11 further force or effect.

12 COUNTY's failure to timely respond to APPLICANT's Satisfaction Notice submitted to
13 COUNTY, as provided herein, with COUNTY's Notice of Dissatisfaction, as provided herein, shall be
14 deemed approval of the Satisfaction Notice and APPLICANT's completion of its obligations under
15 the Reclamation Plan and this Agreement, provided however, such COUNTY failure to so timely
16 respond shall not be deemed to be a cure of any uncured Event of Default. Within ten (10) calendar
17 days following such deemed approval, and so long as there is no uncured Event of Default, COUNTY
18 shall return the then-current Letter of Credit (in the then-current available amount thereof) to the
19 appropriate Financial Institution, and upon the delivery thereof, this Agreement shall terminate and the
20 rights and obligations herein shall be of no further force or effect.

21 **12. GOVERNING LAW; VENUE.**

22 The rights and obligations of the Parties and all interpretation and performance of this
23 Agreement shall be governed in all respects by the laws of the State of California.

24 Venue for any action arising out of or related to this Agreement shall only be in Fresno
25 County, California.

26 ///

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1 **13. CONSTRUCTION OF AGREEMENT.**

2 The Parties hereby acknowledge that they and their respective counsel have cooperated in the
3 drafting and preparation of this Agreement, for which reason this Agreement shall not be construed
4 against any Party as the drafter hereof.

5 **14. COUNTERPARTS.**

6 This Agreement may be executed in one or more original counterparts, all of which together
7 will constitute one and the same agreement.

8 **15. ENTIRE AGREEMENT.**

9 This Agreement constitutes the entire agreement between APPLICANT and COUNTY with
10 respect to the subject matter hereof and supersedes all previous agreements, negotiations, proposals,
11 commitments, writings, advertisements, publications, and understanding of any nature whatsoever
12 unless expressly included in this Agreement. In the event of any inconsistency in interpreting the
13 documents which constitute this Agreement, the inconsistency shall be resolved by giving precedence
14 in the following order of priority: (1) first, the text of this Agreement (excluding Exhibit A, Exhibit B,
15 Exhibit C, and Schedule A); (2) second, Exhibit A; (3) third, Exhibit B; (4) fourth, Exhibit C; and (5)
16 fifth, Schedule A.

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1 IN WITNESS WHEREOF, APPLICANT and COUNTY hereby execute this Agreement as of
2 the date first written above.

3 **APPLICANT:**

4 **RE Tranquillity LLC,**
5 a Delaware limited liability company

6 By: 

7 Print Name: Robert A. Schaffeld III

8 Title: SVP & Chief Commercial Officer
Southern Power Company, its Manager

9 Date: 10/27/2016

10 **APPROVED AS TO LEGAL FORM:**

11 By: 

12 Attorney for APPLICANT

COUNTY:

COUNTY OF FRESNO,
a political subdivision of the State of California

By: 

Chair, Board of Supervisors

Date: February 28, 2017

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By: 

Date: February 28, 2017

APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG, COUNTY
COUNSEL

By: 

REVIEWED AND RECOMMENDED
FOR APPROVAL:

Steven E. White, Director
Department of Public Works and
Planning

By: 

APPROVED AS TO ACCOUNTING FORM:
OSCAR J. GARCIA, CPA, AUDITOR-CONTROLLER/
TREASURER-TAX COLLECTOR

By: 

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EXHIBIT A
Reclamation Plan
[See Attached]

RECLAMATION PLAN

RE Tranquillity LLC

UCUP Application Number: 3451

Prepared For:

Fresno County Department
of Public Works & Planning

August 2014

**RECURRENT
ENERGY**

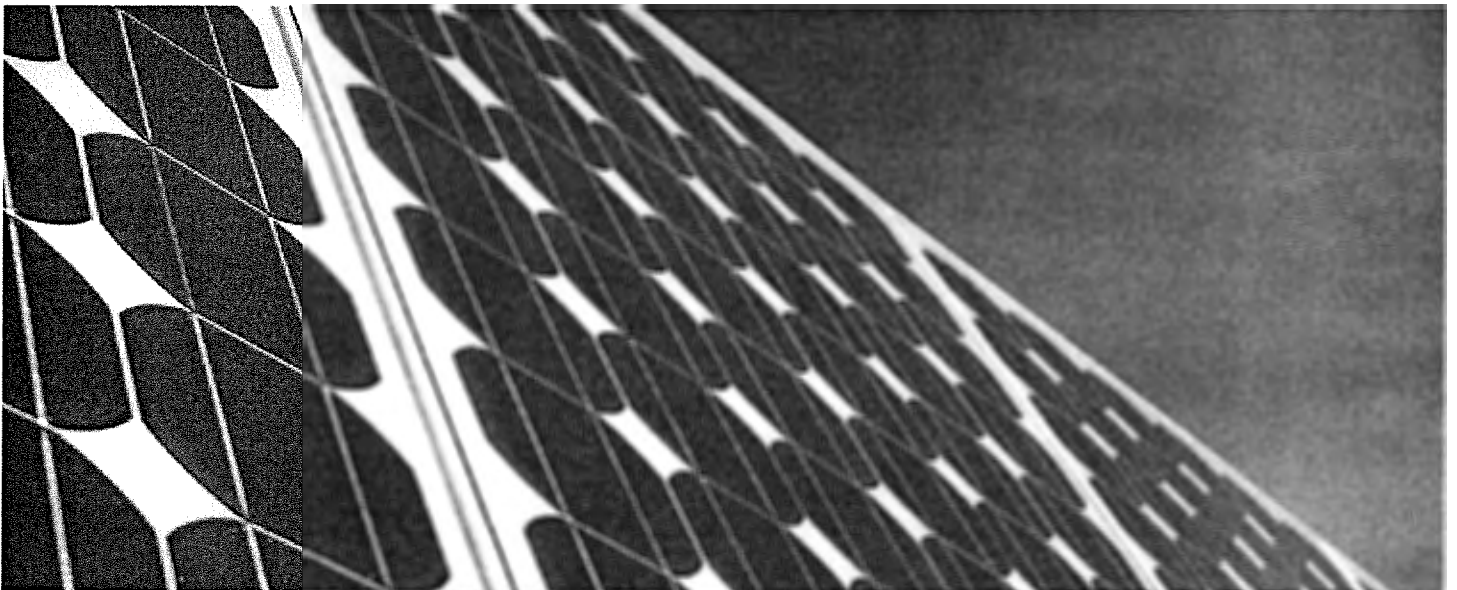


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1. Introduction

Recurrent Energy, through its wholly owned subsidiary RE Tranquillity LLC, is proposing to construct, own, and operate a photovoltaic (PV) solar generating facility (the Project) of up to 200 megawatts (MW), located on up to 1,976 acres of a property in Fresno County, California. The Project is known as the RE Tranquillity 1 Solar Generating Facility.

The RE Tranquillity 1 Project would be located in unincorporated Fresno County, California. The site is generally bounded by South San Bernardino Avenue to the west, an unnamed dirt road south of West Manning Avenue to the north, South Derrick Avenue (State Route 33) to the east, and West Nebraska Avenue to the south, as shown in Figure 1. The proposed Project site includes 14 parcels, including Assessor's Parcel Numbers (APN) 028-101-22T, 028-101-23ST, 028-101-45ST, 028-101-46ST, 028-101-47ST, 028-101-48ST, 028-101-50ST, 028-101-51ST, 028-101-53T, 028-101-70ST, 028-101-75S, 038-320-17T, 038-320-18ST, 038-320-23ST are included in the Project footprint. The site is zoned AE, and is designated "Exclusive Agriculture" under the Fresno County General Plan.

The Project would be surrounded by up to seven other solar photovoltaic projects proposed by

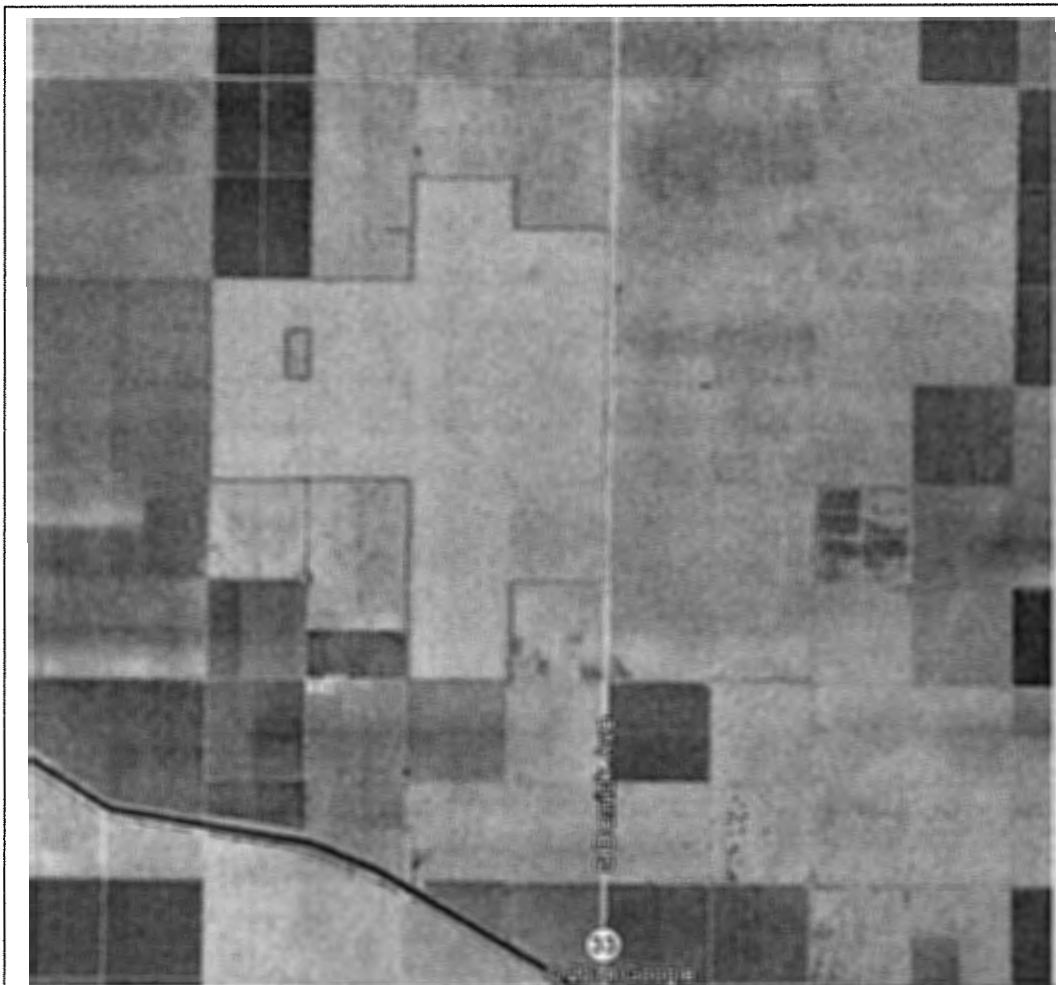


Figure 1. Tranquillity 1 Solar Generating Facility

Recurrent Energy on adjacent and contiguous properties, if these projects are approved by the Fresno County Planning Commission, as shown in Figure 2.

The proposed Project would be comprised of solar panels, inverters, access roads, an operations and maintenance (O&M) building, and electrical equipment including substations, battery storage enclosures, and wiring.

2. Historical Agricultural Use

The Project is located on undeveloped land that is zoned as Exclusive Agriculture and has been in low-yield agricultural production or left fallow intermittently for the past 10 years, as detailed in Table 1.

Except for APN 028-101-75S (80 acres), the site is presently owned by Westlands Water District. The Project site is subject to high levels of selenium and a water table that does not provide for sufficient drainage for commercially irrigated crops. As a result, all but one of the Project parcels were acquired by Westlands Water District in lieu of eminent domain, taken out of commercial production, and restricted from irrigation by a drainage easement. The remaining APN is privately owned, but has been fallowed



Figure 2. Tranquillity 1-8 Solar Generating Facilities

for the past 9 years and not irrigated for at least 10 years.

The Project parcels are intermittently dry farmed for winter wheat and oats, which provide the lowest revenue per acre of any crop in Fresno County. Because the properties are cultivated without the benefit of irrigation, the productivity of the crop depends entirely on rain and often times results in a crop that never matures to harvest and is instead grazed as rangeland grass. Table 1 provides a ten-year crop history along with a record of the soil disturbance for the preparation, cultivation, and harvesting of rain-fed wheat and oat crops. Table 2 presents a ten-year crop history for APN 028-101-75S.

Table 1. Ten-year Crop History for 14 APNs in RE Tranquillity 1 Solar Generating Facility Footprint

Year	Irrigation	Soil Preparation	Crop(s) Harvested
2013	Not Irrigated	Tilled, seeded, harvested & tilled	Rain-fed wheat and oats
2012	Not Irrigated	Tilled, seeded, harvested & tilled	Rain-fed wheat and oats
2011	Not Irrigated	Tilled, seeded, harvested & tilled	Rain-fed wheat and oats
2010	Not Irrigated	Tilled, seeded, harvested & tilled	Rain-fed wheat and oats
2009	Not Irrigated	Tilled, seeded, harvested & tilled	Rain-fed wheat and oats
2008	Not Irrigated	Tilled, seeded, harvested & tilled	Rain-fed wheat and oats
2007	Not Irrigated	Tilled, seeded, harvested & tilled	Rain-fed wheat and oats
2006	Not Irrigated	Tilled, seeded, harvested & tilled	Rain-fed wheat and oats
2005	Not Irrigated	Tilled, seeded, harvested & tilled	Rain-fed wheat and oats
2004	Not Irrigated	Tilled, seeded, harvested & tilled	Rain-fed wheat and oats

Table 2. Ten-year Crop History for APN 028-101-75S

Year	Irrigation	Soil Preparation	Crop(s) Harvested
2013	Not Irrigated	Disked twice a year	None
2012	Not Irrigated	Disked twice a year	None
2011	Not Irrigated	Disked twice a year	None
2010	Not Irrigated	Disked twice a year	None
2009	Not Irrigated	Disked twice a year	None
2008	Not Irrigated	Disked twice a year	None
2007	Not Irrigated	Disked twice a year	None
2006	Not Irrigated	Disked twice a year	None
2005	Not Irrigated	Disked twice a year	None
2004	Not Irrigated	70 acres tilled, seeded, harvested; 10 acres disked twice a year	Rain-fed wheat and oats on 70 acres; none on remaining 10 acres

3. Project Facility & Equipment

The proposed Project would be comprised of solar panels, inverters, access roads, an operations and maintenance (O&M) building, and electrical equipment including substations, battery storage enclosures, and wiring.

The Site would be secured by a 6- to 8-foot-high, chain link perimeter fence, topped with three-strand barbed wire, through which multiple points of ingress/egress would be accessed by locked gates.

3.1 Photovoltaic Modules

The PV modules will be manufactured at an off-site location and then transported to the Project site. The PV modules will be mounted on a galvanized metal racking system (that would include a metal single-axis utility-scale tracker or a fixed-tilt racking system) and would be connected to inverter-transformer stations. The modules will be made of a semiconductor material covered by a tempered glass pane or otherwise sealed for long-term outdoor durability. PV modules would be dark colored, highly absorptive, and minimally reflective.

3.2 Panel Installation, Array Assembly, and Racking

Structures supporting the PV modules would consist of steel posts (e.g., cylindrical pipes, H-beams, or similar), which would be driven into the soil using pneumatic techniques, such as a hydraulic rock hammer attachment on the boom of a rubber-tired backhoe excavator. The posts typically would be spaced 10 feet apart and installed to a height of approximately 4 feet above existing grade. Once the posts have been installed, the horizontal cross-members of the tracking system and associated motors would be placed and secured. A galvanized metal racking system, which holds the PV modules in the correct position for maximum capture of solar irradiance, would then be field-assembled and attached to the horizontal cross members.

Fixed-tilt arrays would be oriented along an east-west axis with panels facing generally south, and tracking arrays would be oriented along a north-south axis with panels tracking east to west. The total height of the panel system measured from ground surface would be up to 12 feet.

3.3 Electrical Collection, Inverters, and Transformers

Panels would be electrically connected into panel strings using wiring attached to the panel racking system. Panel strings would be electrically connected to one other via overhead and/or underground wiring installed from the panel strings to combiner boxes located throughout the PV arrays. Cabling would be installed to convey the direct current (DC) electricity from the combiner boxes to inverters which convert the DC to alternating current (AC). The output voltage of the inverters would be stepped up to the collection system voltage via transformers located in close proximity to the inverters. Electrical cables would be installed from the transformers to the separate Project substations accordingly. Underground cables would be installed using ordinary trenching techniques, which would typically include a rubber-tired backhoe excavator or trencher. Wire depths would be in accordance with local, state, and federal codes, and would likely be buried at a minimum of 18 inches below grade by excavating a trench wide enough to accommodate the cables. To accommodate the cables, a polyvinyl chloride (PVC) conduit may be installed in the trench, or, alternatively, cable rated for direct burial would be installed. Once cable installation is completed, the excavated soil would likely be used to backfill the trench and be lightly compressed. Where used, overhead cables would be installed on wood poles up to 50 feet in height.

The Solar Facility would be designed and laid out in approximately 2 MW increments. Each 2 MW increment would include an inverter-transformer station centrally located within the PV arrays. All electrical inverters and transformers would be placed on concrete pads or steel skids.

3.4 Project Substation

The substation areas would be excavated for the transformer equipment and control building foundation and oil containment area. Foundations for the substation would be formed with plywood and reinforced with structural rebar. Concrete would be poured to create foundations.

Structural components in the substation area would include:

- Power transformer;
- Footings and oil containment system for power transformer;
- Pre-fabricated control enclosure to enclose the protection and control equipment;
- Footings for the control enclosure structure;
- Metering stand;
- Capacitor bank;
- Busbar and short generator intertie (gen-tie) line;
- Circuit breakers and air disconnect switches; and
- Dead-end structure to connect the Project substation to a PG&E Switching Station.

The Project substations would convert power from 34.5 kV to 230 kV. The Project substation would be transmitted via an estimated 500-foot-long gen-tie into a PG&E Switching Station north of Dinuba Avenue. The substation area would be graded and compacted to an approximately level grade. Concrete pads would be constructed on site as foundations for substation equipment, and the remaining area would be graveled. Electrical transformers, switchgear, and related substation facilities would be designed and constructed to transform medium-voltage power to high-voltage power.

The substation transformer would contain mineral oil, and the substation would be designed to accommodate an accidental spill of transformer fluid by the use of containment-style mounting. No PCB-laden fluids would be used.

3.5 Telecommunications

Within the site, the fiber optic or other cabling required for the monitoring system would typically be installed in buried conduit, leading to a centrally located (or series of appropriately located) SCADA system cabinets. External telecommunications connections to the SCADA system cabinets may be through either wireless or hard wired connections to locally available commercial service providers. Similar to electrical wiring, cable depths would likely be buried at a minimum of 18 inches below grade by excavating a trench wide enough to accommodate the cables and conduit. Excavated soil would likely be used to backfill the trench and be lightly compressed.

3.6 Battery Storage System

The Project may include a battery storage system, consisting of battery banks housed in electrical enclosures and buried electrical conduit. Electrical enclosures measuring 40 feet by 8 feet by 8.5 feet high would be installed on concrete foundations designed for secondary containment.

3.7 Meteorological Data Collection System

The Solar Facility would include a meteorological (met) data collection system. Each met station would have multiple weather sensors: a pyranometer for measuring solar irradiance, a thermometer to measure air temperature, a barometric pressure sensor, and wind sensors to measure speed and direction. The four-foot horizontal cross-arm of each met system would include the pyranometer mounted on the left hand side and the two wind sensors installed on a vertical mast to the right. The temperature sensor would be mounted inside the solar shield behind the main mast. Each sensor would be connected by cable to a data logger inside the enclosure.

3.8 Operations and Maintenance Building and Electrical Control Building

The Project would include development of an O&M building and an electrical control building. The O&M building and control building would be constructed on concrete foundations. A small above ground septic tank would retain wastewater from employee use at the O&M building.

4. Project's Useful Life

The Project has an expected useful life of 35 years, with an opportunity for a lifetime of 50 years or more, with equipment replacement and repowering. The Project consists of numerous recyclable materials, including glass, semiconductor material, steel, wood, aluminum, copper, and plastics. When the Project reaches the end of its operational life, the component parts can be dismantled and recycled. The Project components will be dismantled and removed using minimal impact conventional construction equipment and recycled or disposed of safely in accordance with all applicable laws and regulations.

5. Property Ownership

Except for APN 028-101-75S (80 acres), the site is presently owned by Westlands Water District. APN 028-101-75S is owned by Sharon M. and David E. Wakefield. Both property owners have executed an option agreement for purchase and sale with SiteCo LLC, a wholly owned subsidiary of Recurrent Energy Development Holdings. Consequently, SiteCo LLC would become the owner of the real property at commencement of construction of the Project.

6. Procedures for Decommissioning After Operations Cease

All decommissioning, reclamation, and restoration activities will adhere to the requirements of appropriate governing authorities, and will be in accordance with all applicable federal, provincial, and local permits. The reclamation and restoration process comprises removal of above ground structures; removal of below ground foundations and infrastructure; and restoration of topsoil, re-vegetation, and seeding. Electrical conduit and other materials that break off more than 4 feet below the ground surface would be decommissioned in place. Appropriate temporary (construction-related) erosion and sedimentation control best management practices (BMP) will be used during the reclamation phase of the Project. The BMPs will be inspected on a regular basis to ensure their function.

6.1 Timing for Removal

Reclamation of the Project will occur within six (6) months of either: (i) the expiration of a Project's CUP or (ii) the abandonment of a Project without the Project owner making efforts to cure a disruption of electricity production, whichever occurs first.

6.2 General Removal Process

Effectively, the reclamation of the Project proceeds in reverse order of the installation.

- The PV facility will be disconnected from the utility power grid.
- PV modules will be disconnected, collected, and either shipped to another project, salvaged, or submitted to a collection and recycling program.
- Aboveground and underground electrical interconnection and distribution cables that are no longer deemed necessary by the local public utility company will be removed and recycled off-site by an approved recycling facility.
- PV module racking system will be removed and recycled off-site by an approved metals recycler.
- Electrical and electronic devices, including transformers and inverters will be removed and recycled off-site by an approved recycler.
- Concrete foundations will be removed and recycled off-site by a concrete recycler.
- Fencing will be removed and will be recycled off-site by an approved recycler.
- The only roads constructed at the site will be the interior perimeter fire break roads, which will not be paved but rather compacted and treated to be durable and dustless. The interior roads can either remain onsite for future use, or be removed. Very little gravel will be required onsite; gravel would be repurposed either on- or off-site.
- The site may be converted to other uses in accordance with applicable land use regulations in effect at that time of reclamation. There are no permanent changes to the site and it can be restored to its original condition including revegetation. Any soil removed for construction purposes will be relocated on the site or used for landscaping after construction is complete.

6.3 Removal of Electrical Equipment, PV Modules, and Infrastructure

Above ground electrical wiring, equipment on the inverter pads and the interconnection transformer pad, and other associated equipment will be removed as part of reclamation. Prior to commencing electrical equipment removal activities, the system will be de-energized and all external electrical lines feeding into or out of the Project will be subject to “a lock out/tag out.” The electrical components comprising the inverter pads and interconnection transformer pad will be salvaged and placed in appropriate shipping containers and secured in a truck transport trailer for shipment to the next location where it will be reused. The equipment on the inverter pads includes inverters, combiners, low voltage switch gear and medium voltage transformers. The equipment on the interconnection transformer pad includes medium and high voltage switchgear and a high voltage transformer. All of this is modular and each unit is bolted to a concrete pad.

The electrical connectors to each panel will be unfastened along with the combiner boxes and disconnect switches and the bolts and fasteners attaching each module to the racks will be removed. Each module will be removed from the rack and placed in secure transport crates and placed into a trailer for storage and ultimately for transportation to another facility. The bolts and reusable fasteners will be saved for reuse also.

Once the solar modules have been removed, the racks will be disassembled and the piers supporting the racks removed. These components will require a track hoe or equivalent piece of machinery to extract the beams by pulling them out vertically. Both the racks and pipes or H-beams will be scrapped and sold

for salvage value. Rack disassembly involves removing bolts and stacking the rack components for salvage.

Underground electrical equipment, including electrical wiring, will be extracted and removed from the site. However, electrical conduit and other materials that break off more than 4 feet below the ground surface would be decommissioned in place. The wiring is either copper or aluminum (depending on the function/location) encapsulated in an insulating plastic material. Electrical materials consist primarily of recyclable commodities.

O&M buildings would be disassembled, and recycled or disposed of offsite. Concrete pads supporting inverters, transformers, and O&M buildings will be removed. All fences and gates will be maintained at all times until the equipment decommissioning and removal process is complete and the area is ready to be demobilized. The fence and gate will be removed and all materials recycled to the greatest extent possible. The area will be thoroughly cleaned and all debris removed.

6.4 Use and Removal of Hazardous Materials

Relatively small quantities of hazardous materials would be used during project construction and operation. Materials of concern that would be used during construction and operation include gasoline, diesel fuel, inverter coolant, transformer oil, sulfur hexafluoride, and cleaning chemicals.

Hazardous and non-hazardous wastes that are likely to be generated from project construction and operation at the Project include waste motor oils, used transformers and transformer oil, waste hydraulic fluids, and waste solvents and adhesives. During decommissioning activities, minor spills and leaks of hazardous materials from vehicles or equipment could also occur. All wastes would be required to be handled, stored, transported, and disposed of according to appropriate state and federal laws, ordinances, regulations, and standards.

Fuels, lubricants, and other materials would not be stored on the Project site, and the proposed Project applicant would not maintain an inventory of any hazardous materials on the project site. Project operations would not generate hazardous wastes.

On-site transformers would be filled with oil at the manufacturing company and subsequently checked in four-year intervals for integrity. Transformers would be mounted with secondary containment foundations to contain oil that may be spilled during replacement, and oils used would be 98 percent plant seed based. Inverter coolant would be routinely and remotely monitored, with replacement expected to occur every 15 years. All oils, lubricants, and spent filters would be collected and removed for recycling at the time of replacement and decommissioning.

6.5 Revegetation

Following removal of all solar equipment and related infrastructure, the site will undergo a series of steps to ensure successful revegetation. All topsoil on site will be removed and stockpiled as a first step. The site will then be deep chiseled to a depth of at least 18 inches to remove the compaction resulting from the original construction, O&M activities and from the decommissioning. After chiseling, compost will be applied and the topsoil spread and then the entire site will be disked to further loosen the soil and blend in the compost.

As a final step, an appropriate rangeland seed mixture as specified by local authorities will be broadcast or drilled across the site. A weed-free mulch will be spread and crimped into the soil to stabilize soils

until germination takes place. Mulching facilitates moisture retention in the soil, improving germination and survival of the seedlings.

7. Site Plans

Copies of the latest Site Plans for RE Tranquillity 1-8 may be found in Appendix A.

8. Engineer's Opinion of Probable Construction Cost

To provide a conservative estimate of costs associated with the decommissioning and restoration process, including the equipment and labor for the removal of above-ground structures and site reclamation, Recurrent Energy has engaged with established construction and engineering firms to identify the number of employees and equipment types required to remove Project elements. Table 3 identifies costs for equipment and labor to remove improvements associated with the Project.

As noted above, the Project would be surrounded by, and adjacent to, up to 7 other solar projects totaling 400 MW in all. The Project is anticipated to be decommissioned and the site reclaimed on a similar schedule to and/or sequentially with the RE Tranquillity 2 LLC, RE Tranquillity 3 LLC, RE Tranquillity 4 LLC, RE Tranquillity 5 LLC, RE Tranquillity 6 LLC, RE Tranquillity 7 LLC, and RE Tranquillity 8 LLC projects. As a result, economies of scale would be realized from worker and equipment efficiencies during site decommissioning and reclamation, and there is an estimated 10% cost decrease per 20 MW.

Table 3: Labor and Equipment Costs for Project Reclamation

Site Name: RE Tranquillity LLC Reclamation Costs

Acres: 1976	MW: 200	Labor Costs						Equipment Costs					Total Costs
Reclamation Task	Workers	Days	Hours	Labor		Subtotal	Equipment/ fee	Hours or number of		Rates	Subtotal	Total Costs	
				rate				units					
Onsite oils, lubricants, removed	5	2	80	\$	50	\$ 4,000	Container	10	\$	1,250	\$ 12,500	\$ 16,500	
Substation components removed and recycled	20	2	320	\$	75	\$ 24,000	low bed truck/ semi end dump truck	160	\$	22	\$ 3,520	\$ 27,520	
Electrical interconnection and	40	9	2880	\$	75	\$ 216,000	flat bed truck	400	\$	32	\$ 12,800	\$ 228,800	
PV modules removed and	40	10	3200	\$	50	\$ 160,000	flat bed truck	500	\$	32	\$ 16,000	\$ 176,000	
PV module support H-beams and	40	9	2880	\$	50	\$ 144,000	backhoe	900	\$	162	\$ 145,800	\$ 289,800	
Electrical and electronic devices,	20	5	800	\$	75	\$ 60,000	backhoe/ crane	250	\$	400	\$ 100,000	\$ 160,000	
Fencing, gates removed and	20	4	640	\$	40	\$ 25,600	backhoe	250	\$	162	\$ 40,500	\$ 66,100	
Roads, pathways, and other	20	4	640	\$	40	\$ 25,600	cat/ backhoe	200	\$	194	\$ 38,800	\$ 64,400	
Site disced for revegetation	20	4	640	\$	40	\$ 25,600	cat/ water truck	300	\$	146	\$ 43,800	\$ 69,400	
						Subtotal					Subtotal	\$ 1,098,520	

9. Financial Assurances

The Applicant will establish and maintain a **Letter of Credit** from a state or national financial institution in the amount of **\$1,098,520** prior to issuance of building permits for each Phase to be maintained throughout the life of the Project. The dollar amount will be adjusted on an annual basis to reflect a 3 percent increase in the financial security associated with decommissioning. In lieu of a letter of credit or as a replacement of the letter of credit during the project life, RE Tranquillity 1 LLC may establish and maintain a **Bond, Cash Payment, or Decommissioning Reserve Account** to be managed by a third-party financial institution determined by the Project's financiers. Automatic routing of PPA payments into the Decommissioning Reserve Account would occur throughout the Project's life. RE Tranquillity 1 LLC would notify Fresno County of its election to establish this account thirty (30) days in advance and would provide all necessary documentation in advance for staff's review and approval. Since both the County

and the landowner have an interest in decommissioning the facility after operations or in the unlikely event it is abandoned, the third party financial institution responsible for managing the Decommissioning Reserve Account would have a contractual obligation to the landowners not to release funds from the Decommissioning Reserve Account other than for payment of costs associated with decommissioning. The detailed terms and conditions under which the funds would be permitted to be released from the Decommissioning Reserve Account would be explicitly defined in an Escrow Account Agreement executed by the project owner, the land owner and the selected third party institution.

10. Record of Owner's Notice of Proposed Reclamation Plan

As discussed under Section 4, SiteCo LLC, a wholly-owned subsidiary of Recurrent Energy Development Holdings LLC, will be purchasing the real property from the current property owner (Westlands Water District and Sharon and David Wakefield) prior to the start of construction. Given that the current property owner will no longer have an ownership interest in the real property once construction commences, the owner has not been notified of the proposed reclamation plan.

Appendix A – RE Tranquillity 1-8 LLC Site Plans

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EXHIBIT B
The Property
[See Attached]

RE TRANQUILLITY

PROJECT SITE

LEGAL DESCRIPTION

Real property in the County of Fresno, State of California, described as follows:

ALL THAT PORTION OF THE TRACTS OF LAND DESCRIBED IN THE GRANT DEED TO RE TRANQUILLITY LANDCO LLC RECORDED IN DOCUMENT NO. 2014-0146083, OFFICIAL RECORDS OF FRESNO COUNTY AND LOCATED WITHIN PORTIONS OF SECTIONS 25, 35 AND 36, TOWNSHIP 15 SOUTH, RANGE 14 EAST, MDBM, AND A PORTION OF SECTION 1, TOWNSHIP 16 SOUTH, RANGE 14 EAST, MDBM, COUNTY OF FRESNO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 35; THENCE FROM SAID POINT OF BEGINNING, ALONG THE RESPECTIVE NORTHERLY, WESTERLY AND SOUTHERLY LINES OF SAID SECTION 35, THE FOLLOWING FOUR (4) CONSECUTIVE COURSES AND DISTANCES:

1. NORTH 88°49'39" WEST, A DISTANCE OF 2646.06 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 35,
2. NORTH 88°49'07" WEST, A DISTANCE OF 2646.17 FEET TO THE NORTHWEST CORNER OF SAID SECTION 35,
3. SOUTH 01°13'42" WEST, A DISTANCE OF 5295.92 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 35 AND
4. SOUTH 88°46'36" EAST, 5289.84 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 35 AND THE NORTHWEST CORNER OF SAID SECTION 1;

THENCE ALONG THE RESPECTIVE WESTERLY AND SOUTHERLY LINES OF SAID SECTION 1, THE FOLLOWING THREE (3) CONSECUTIVE COURSES AND DISTANCES:

1. SOUTH 01°01'24" WEST, A DISTANCE OF 2667.56 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 1,

2. SOUTH $01^{\circ}01'15''$ WEST, A DISTANCE OF 2645.24 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 1 AND

3. SOUTH $89^{\circ}00'02''$ EAST, A DISTANCE OF 2647.33 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 1;

THENCE LEAVING THE SOUTHERLY LINE OF SAID SECTION 1, NORTH $00^{\circ}58'27''$ EAST, ALONG THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 2646.34 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 1; THENCE SOUTH $89^{\circ}01'27''$ EAST, ALONG THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 2569.87 FEET TO A POINT ON A LINE PARALLEL WITH AND 5.00 FEET WESTERLY OF THE WESTERLY LINE OF STATE HIGHWAY 33 AS DESCRIBED IN THE GRANT DEED RECORDED IN BOOK 6080 AT PAGE 150, OFFICIAL RECORDS OF FRESNO COUNTY; THENCE ALONG SAID PARALLEL LINE, THE FOLLOWING FOUR (4) CONSECUTIVE COURSES AND DISTANCES:

1. NORTH $00^{\circ}55'52''$ EAST, A DISTANCE OF 939.34 FEET,

2. ALONG THE ARC OF A TANGENT CURVET TO THE RIGHT, CONCAVE EASTERLY, HAVING A RADIUS OF 16055.00 FEET, THROUGH A CENTRAL ANGLE OF $01^{\circ}49'26''$, AN ARC LENGTH OF 511.08 FEET AND A CHORD BEARING NORTH $01^{\circ}50'35''$ EAST, A DISTANCE OF 511.06 FEET,

3. NORTH $02^{\circ}45'18''$ EAST, A DISTANCE OF 698.09 FEET AND

4. ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, CONCAVE WESTERLY, HAVING A RADIUS OF 19945.00 FEET, THROUGH A CENTRAL ANGLE OF $01^{\circ}19'30''$, AN ARC LENGTH OF 461.21 FEET AND A CHORD BEARING NORTH $02^{\circ}05'33''$ EAST, A DISTANCE OF 461.20 FEET TO A POINT ON THE WESTERLY LINE OF SAID STATE HIGHWAY;

THENCE LEAVING SAID PARALLEL LINE, NORTH $58^{\circ}43'13''$ WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 76.87 FEET TO A POINT ON THE NORTHERLY LINE OF SAID SECTION 1 AND THE SOUTHERLY LINE OF SAID SECTION 36; THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID STATE

HIGHWAY 33 AS DESCRIBED IN THE GRANT DEED RECORDED IN BOOK 4244 AT PAGE 482, OFFICIAL RECORDS OF FRESNO COUNTY, NORTH 60°54'48" EAST, A DISTANCE OF 77.27 FEET TO A POINT ON A LINE PARALLEL WITH AND 5.00 FEET WESTERLY OF THE WESTERLY LINE OF SAID STATE HIGHWAY 33; THENCE NORTH 01°19'05" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 5230.57 FEET TO A POINT ON THE WESTERLY LINE OF SAID STATE HIGHWAY 33; THENCE LEAVING SAID PARALLEL LINE, NORTH 58°40'55" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 76.95 FEET TO A POINT ON THE NORTHERLY LINE OF SAID SECTION 36 AND THE SOUTHERLY LINE OF SAID SECTION 25; THENCE LEAVING THE WESTERLY LINE OF SAID STATE HIGHWAY 33, NORTH 88°54'11" WEST, ALONG THE NORTHERLY LINE OF SAID SECTION 36 AND THE SOUTHERLY LINE OF SAID SECTION 25, A DISTANCE OF 2543.92 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 25; THENCE LEAVING THE NORTHERLY LINE OF SAID SECTION 36 AND THE SOUTHERLY LINE OF SAID SECTION 25, NORTH 01°18'39" EAST, ALONG THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 2652.07 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE LEAVING SAID EASTERLY LINE, NORTH 88°56'37" WEST, ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 2645.63 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE LEAVING SAID NORTHERLY LINE, SOUTH 01°19'22" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 25, A DISTANCE OF 2649.50 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION OF THE ABOVE DESCRIBED SECTION 35, TOWNSHIP 15 SOUTH, RANGE 14 EAST, MDBM, COUNTY OF FRESNO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 35; THENCE NORTH 88°49'39" WEST, ALONG THE NORTHERLY LINE OF SAID SECTION 35, A DISTANCE OF 2646.06 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 35; THENCE SOUTH 01°14'30" WEST, ALONG THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 1324.42 FEET TO THE

POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID EASTERLY LINE, SOUTH 01°14'30" WEST, A DISTANCE OF 1324.42 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 35; THENCE NORTH 88°47'58" WEST, ALONG THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 661.39 FEET; THENCE LEAVING SAID SOUTHERLY LINE, NORTH 01°14'18" EAST, ALONG THE WESTERLY LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 1324.31 FEET; THENCE LEAVING SAID WESTERLY LINE, SOUTH 88°48'32" EAST, ALONG THE NORTHERLY LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 661.47 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF THE ABOVE DESCRIBED TRACT OF LAND DESCRIBED AS "PTR2 PARCEL 1" AND "PTR2 PARCEL 2" IN THE GRANT DEED TO RE TRANQUILLITY LANDCO LLC RECORDED IN DOCUMENT NO. 2014-0146083, OFFICIAL RECORDS OF FRESNO COUNTY AND LOCATED WITHIN A PORTION OF THE ABOVE DESCRIBED SECTION 25, TOWNSHIP 15 SOUTH, RANGE 14 EAST, MDBM, COUNTY OF FRESNO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 25 BEARS THE FOLLOWING FOUR (4) CONSECUTIVE COURSES AND DISTANCES:

1. SOUTH, A DISTANCE OF 67.00 FEET,
2. WEST, A DISTANCE OF 815.55 FEET,
3. SOUTH 01°19'22" WEST, ALONG A LINE PARALLEL WITH AND 580.04 FEET EASTERLY OF THE WESTERLY LINE OF SAID SECTION 25, A DISTANCE OF 735.72 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 25 AND
4. NORTH 88°53'17" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 580.04 FEET; THENCE FROM SAID POINT OF BEGINNING, NORTH, A DISTANCE OF 619.04 FEET; THENCE WEST, A DISTANCE OF 515.03 FEET;

THENCE SOUTH, A DISTANCE OF 619.04 FEET; THENCE EAST, A DISTANCE OF 515.03 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THOSE AREAS OF THE ABOVE SUBJECT TO EXISTING AND FUTURE EASEMENTS OF RECORD AND ANY AND ALL IMPROVEMENTS LOCATED OR TO BE LOCATED WITHIN SUCH EASEMENTS.

APN: 028-101-22-ST (PORTION), 028-101-23-ST (PORTION), 028-101-45-ST, 028-101-46-ST, 028-101-47-ST, 028-101-48-ST, 028-101-70-ST (PORTION), 028-101-51-ST (PORTION), 028-101-53-T, 028-101-50-ST, 038-320-17-T, 038-320-18-ST AND 038-320-23-ST

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EXHIBIT C
Form of Easement
[See Attached]

AFTER RECORDING
PLEASE RETURN TO:
DEVELOPMENT SERVICES
DIVISION, MAIL STOP 214
ATTN: CHRIS MOTTA

Recording Requested for the Benefit
of the County of Fresno Department
of Public Works & Planning

THIS SPACE FOR RECORDER'S OFFICE USE ONLY

GRANT OF LIMITED ACCESS EASEMENT ("Easement")

I. RECITALS

A. On October 9, 2014, pursuant to County of Fresno ("**COUNTY**") Resolution No. 12466, subject to the conditions listed therein, the COUNTY's Planning Commission certified Environmental Impact Report No. 6730 for the Tranquillity Solar Generation Facility approving eight separate conditional use permits, Unclassified Conditional Use Permit ("**CUP**") Nos. 3451 through 3458 (collectively, the "**Project**"). The Planning Commission conditioned its approval of the Project on, among other things, compliance with a reclamation plan, stipulating to the process for the decommissioning of the Project (as defined below) (the "**Reclamation Plan**").

B. In order to secure its obligations under the Reclamation Plan, RE Tranquillity LLC ("**RE Tranquillity**") and COUNTY have entered into a written agreement (the "**Reclamation Agreement**") by which RE Tranquillity covenants to, among other things, fully comply with all provisions of the Reclamation Plan, and provide and maintain security for these obligations in the form of an irrevocable standby letter of credit.

C. RE Tranquillity will undertake a portion of the Project described in Unclassified Conditional Use Permit ("**CUP**") No. 3451 consisting of the construction and operation of a solar photovoltaic power plant capable of generating up to Two Hundred (200) megawatts ("**MW**") and including up to Two Hundred (200) MW of energy storage capacity in unincorporated western Fresno County (the "**Tranquillity Project**"). The Tranquillity Project is approximately One

Thousand Nine Hundred and Eighty One and 11/100 (1,981.11) acres (consisting of thirteen (13) parcels), the legal descriptions of which are set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (collectively, the “**Property**”).

D. CUP No. 3451 has a term of Forty (40) years, which COUNTY may extend in its sole discretion, or terminate in accordance with the provisions of applicable law.

E. RE TRANQUILLITY LANDCO LLC, a Delaware limited liability company (“**GRANTOR**”) is the owner the Property.

F. RE Tranquillity informs COUNTY that RE Tranquillity and GRANTOR are parties to a lease agreement dated March 19, 2015 (the “**Lease**”), which grants possession of the Property to RE Tranquillity and permits RE Tranquillity to operate the Tranquillity Project on the Property pursuant to CUP No. 3451.

G. The Reclamation Plan and the Reclamation Agreement require RE Tranquillity to decommission the solar photovoltaic power plant at (i) the expiration or termination of CUP No. 3451 or (ii) the abandonment of the Project without the Project owner making efforts to cure a disruption of electricity production, whichever occurs first, and reclaim the Property to its condition before the Tranquillity Project was constructed.

H. RE Tranquillity is securing its obligations under the Reclamation Agreement by establishing and maintaining an irrevocable standby letter of credit from a financial institution acceptable to COUNTY. In the event RE Tranquillity defaults under the Reclamation Agreement, COUNTY may draw on the irrevocable standby letter of credit and use the proceeds thereof to carry out the reclamation of the Property in substantial conformity with the Reclamation Plan.

I. In the event COUNTY elects, in its sole discretion, to carry out the Reclamation Plan, COUNTY must have the right to access the Property.

J. GRANTOR recognizes that it will benefit from granting such access to COUNTY, should RE Tranquillity default under the Reclamation Agreement, and COUNTY elect to draw on

the irrevocable standby letter of credit and use the proceeds thereof to carry out the reclamation of the Property in substantial conformity with the Reclamation Plan.

II. Grant of Limited Easement

1. GRANTOR hereby grants to COUNTY, including its contractors and representatives, a nonexclusive access easement over, under, on, and across the Property (the “**Easement**”), solely for accessing the Property for the limited purpose of, in COUNTY’s sole discretion, carrying out the reclamation of the Property in substantial conformity with the Reclamation Plan, pursuant to the Reclamation Agreement, and for no other purpose.

2. Grantor expressly reserves for itself, its successors and its assigns, the right to use the Property or to grant other licenses or easements on the Property, so long as such uses do not unreasonably interfere with the rights herein granted.

3. This Easement shall, without further action by any person or entity, terminate and be of no further force or effect upon the earlier of:

- a. The termination of the Reclamation Agreement; or
- b. COUNTY’s issuance of written notice to GRANTOR that COUNTY will not undertake or complete reclamation of the Property.

4. This Easement is subject to all superior matters of title on the Property and recorded in the COUNTY Official Records, including without limitation any and all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases, licenses, easements, and rights of way.

5. This Easement shall bind and inure to the benefit of the successors and assigns of the parties hereto. However, nothing contained herein shall be deemed to grant the public any right of access to the Property or to grant any rights in any third party.

6. This Easement may be executed in counterparts, which, when taken together, shall constitute one complete instrument.

shall constitute one complete instrument.

7. This Easement, and the rights granted herein, shall be interpreted in accordance with the laws of the State of California.

8. The Recitals above are incorporated herein by reference as though fully set forth herein. Further, RE TRANQUILLITY states that the above Recitals are to be taken as statements of RE TRANQUILLITY only and not of Grantor.

Date July 7, 2016

GRANTOR:

RE TRANQUILLITY LANDCO LLC,
a Delaware limited liability company

By  _____

Print Name: Nathaniel J. Rose

Print Title: Authorized Signatory

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Maryland

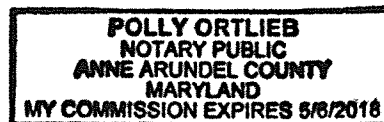
COUNTY OF Anne Arundel

On July 7, 2016, before me, Polly Ortlieb, a Notary Public, personally appeared Nathaniel J. Rose, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Polly Ortlieb
Signature of the Notary Public



ACKNOWLEDGEMENT:

By executing below, RE TRANQUILLITY LLC, a Delaware limited liability company, for it and its successors and assigns, acknowledges and agrees to the terms and conditions contained herein, including without limitation, Section 8.

RE TRANQUILLITY LLC,

a Delaware limited liability company

By _____

Print Name_____

Print Title_____

[NOTARY PAGES ATTACHED]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2016, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of the Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[PLEASE SEE ATTACHED]

RE TRANQUILLITY

PROJECT SITE

LEGAL DESCRIPTION

Real property in the County of Fresno, State of California, described as follows:

ALL THAT PORTION OF THE TRACTS OF LAND DESCRIBED IN THE GRANT DEED TO RE TRANQUILLITY LANDCO LLC RECORDED IN DOCUMENT NO. 2014-0146083, OFFICIAL RECORDS OF FRESNO COUNTY AND LOCATED WITHIN PORTIONS OF SECTIONS 25, 35 AND 36, TOWNSHIP 15 SOUTH, RANGE 14 EAST, MDBM, AND A PORTION OF SECTION 1, TOWNSHIP 16 SOUTH, RANGE 14 EAST, MDBM, COUNTY OF FRESNO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 35; THENCE FROM SAID POINT OF BEGINNING, ALONG THE RESPECTIVE NORTHERLY, WESTERLY AND SOUTHERLY LINES OF SAID SECTION 35, THE FOLLOWING FOUR (4) CONSECUTIVE COURSES AND DISTANCES:

1. NORTH 88°49'39" WEST, A DISTANCE OF 2646.06 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 35,
2. NORTH 88°49'07" WEST, A DISTANCE OF 2646.17 FEET TO THE NORTHWEST CORNER OF SAID SECTION 35,
3. SOUTH 01°13'42" WEST, A DISTANCE OF 5295.92 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 35 AND
4. SOUTH 88°46'36" EAST, 5289.84 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 35 AND THE NORTHWEST CORNER OF SAID SECTION 1;

THENCE ALONG THE RESPECTIVE WESTERLY AND SOUTHERLY LINES OF SAID SECTION 1, THE FOLLOWING THREE (3) CONSECUTIVE COURSES AND DISTANCES:

1. SOUTH 01°01'24" WEST, A DISTANCE OF 2667.56 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 1,

2. SOUTH $01^{\circ}01'15''$ WEST, A DISTANCE OF 2645.24 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 1 AND

3. SOUTH $89^{\circ}00'02''$ EAST, A DISTANCE OF 2647.33 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 1;

THENCE LEAVING THE SOUTHERLY LINE OF SAID SECTION 1, NORTH $00^{\circ}58'27''$ EAST, ALONG THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 2646.34 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 1; THENCE SOUTH $89^{\circ}01'27''$ EAST, ALONG THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 2569.87 FEET TO A POINT ON A LINE PARALLEL WITH AND 5.00 FEET WESTERLY OF THE WESTERLY LINE OF STATE HIGHWAY 33 AS DESCRIBED IN THE GRANT DEED RECORDED IN BOOK 6080 AT PAGE 150, OFFICIAL RECORDS OF FRESNO COUNTY; THENCE ALONG SAID PARALLEL LINE, THE FOLLOWING FOUR (4) CONSECUTIVE COURSES AND DISTANCES:

1. NORTH $00^{\circ}55'52''$ EAST, A DISTANCE OF 939.34 FEET,

2. ALONG THE ARC OF A TANGENT CURVET TO THE RIGHT, CONCAVE EASTERLY, HAVING A RADIUS OF 16055.00 FEET, THROUGH A CENTRAL ANGLE OF $01^{\circ}49'26''$, AN ARC LENGTH OF 511.08 FEET AND A CHORD BEARING NORTH $01^{\circ}50'35''$ EAST, A DISTANCE OF 511.06 FEET,

3. NORTH $02^{\circ}45'18''$ EAST, A DISTANCE OF 698.09 FEET AND

4. ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, CONCAVE WESTERLY, HAVING A RADIUS OF 19945.00 FEET, THROUGH A CENTRAL ANGLE OF $01^{\circ}19'30''$, AN ARC LENGTH OF 461.21 FEET AND A CHORD BEARING NORTH $02^{\circ}05'33''$ EAST, A DISTANCE OF 461.20 FEET TO A POINT ON THE WESTERLY LINE OF SAID STATE HIGHWAY;

THENCE LEAVING SAID PARALLEL LINE, NORTH $58^{\circ}43'13''$ WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 76.87 FEET TO A POINT ON THE NORTHERLY LINE OF SAID SECTION 1 AND THE SOUTHERLY LINE OF SAID SECTION 36; THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID STATE HIGHWAY 33 AS

DESCRIBED IN THE GRANT DEED RECORDED IN BOOK 4244 AT PAGE 482, OFFICIAL RECORDS OF FRESNO COUNTY, NORTH 60°54'48" EAST, A DISTANCE OF 77.27 FEET TO A POINT ON A LINE PARALLEL WITH AND 5.00 FEET WESTERLY OF THE WESTERLY LINE OF SAID STATE HIGHWAY 33; THENCE NORTH 01°19'05" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 5230.57 FEET TO A POINT ON THE WESTERLY LINE OF SAID STATE HIGHWAY 33; THENCE LEAVING SAID PARALLEL LINE, NORTH 58°40'55" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 76.95 FEET TO A POINT ON THE NORTHERLY LINE OF SAID SECTION 36 AND THE SOUTHERLY LINE OF SAID SECTION 25; THENCE LEAVING THE WESTERLY LINE OF SAID STATE HIGHWAY 33, NORTH 88°54'11" WEST, ALONG THE NORTHERLY LINE OF SAID SECTION 36 AND THE SOUTHERLY LINE OF SAID SECTION 25, A DISTANCE OF 2543.92 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 25; THENCE LEAVING THE NORTHERLY LINE OF SAID SECTION 36 AND THE SOUTHERLY LINE OF SAID SECTION 25, NORTH 01°18'39" EAST, ALONG THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 2652.07 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE LEAVING SAID EASTERLY LINE, NORTH 88°56'37" WEST, ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 2645.63 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE LEAVING SAID NORTHERLY LINE, SOUTH 01°19'22" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 25, A DISTANCE OF 2649.50 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION OF THE ABOVE DESCRIBED SECTION 35, TOWNSHIP 15 SOUTH, RANGE 14 EAST, MDBM, COUNTY OF FRESNO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 35; THENCE NORTH 88°49'39" WEST, ALONG THE NORTHERLY LINE OF SAID SECTION 35, A DISTANCE OF 2646.06 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 35; THENCE SOUTH 01°14'30" WEST, ALONG THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 1324.42 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID

EASTERLY LINE, SOUTH 01°14'30" WEST, A DISTANCE OF 1324.42 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 35; THENCE NORTH 88°47'58" WEST, ALONG THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 661.39 FEET; THENCE LEAVING SAID SOUTHERLY LINE, NORTH 01°14'18" EAST, ALONG THE WESTERLY LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 1324.31 FEET; THENCE LEAVING SAID WESTERLY LINE, SOUTH 88°48'32" EAST, ALONG THE NORTHERLY LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 661.47 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF THE ABOVE DESCRIBED TRACT OF LAND DESCRIBED AS "PTR2 PARCEL 1" AND "PTR2 PARCEL 2" IN THE GRANT DEED TO RE TRANQUILLITY LANDCO LLC RECORDED IN DOCUMENT NO. 2014-0146083, OFFICIAL RECORDS OF FRESNO COUNTY AND LOCATED WITHIN A PORTION OF THE ABOVE DESCRIBED SECTION 25, TOWNSHIP 15 SOUTH, RANGE 14 EAST, MDBM, COUNTY OF FRESNO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 25 BEARS THE FOLLOWING FOUR (4) CONSECUTIVE COURSES AND DISTANCES:

1. SOUTH, A DISTANCE OF 67.00 FEET,
2. WEST, A DISTANCE OF 815.55 FEET,
3. SOUTH 01°19'22" WEST, ALONG A LINE PARALLEL WITH AND 580.04 FEET EASTERLY OF THE WESTERLY LINE OF SAID SECTION 25, A DISTANCE OF 735.72 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 25 AND
4. NORTH 88°53'17" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 580.04 FEET; THENCE FROM SAID POINT OF BEGINNING, NORTH, A DISTANCE OF 619.04 FEET; THENCE WEST, A DISTANCE OF 515.03 FEET; THENCE SOUTH, A DISTANCE OF 619.04 FEET; THENCE EAST, A DISTANCE OF 515.03 FEET TO

THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THOSE AREAS OF THE ABOVE SUBJECT TO EXISTING AND FUTURE EASEMENTS OF RECORD AND ANY AND ALL IMPROVEMENTS LOCATED OR TO BE LOCATED WITHIN SUCH EASEMENTS.

APN: 028-101-22-ST (PORTION), 028-101-23-ST (PORTION), 028-101-45-ST, 028-101-46-ST, 028-101-47-ST, 028-101-48-ST, 028-101-70-ST (PORTION), 028-101-51-ST (PORTION), 028-101-53-T, 028-101-50-ST, 038-320-17-T, 038-320-18-ST AND 038-320-23-ST

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SCHEDULE A
Schedule of Amounts
[See Attached]

SCHEDULE OF STATED AMOUNTS

<u>Year</u>	<u>Stated Amount</u>
[Expiration Date]	\$1,098,520.00
[First Extended Expiration Date]	\$1,131,475.60
[Second Extended Expiration Date]	\$1,165,419.87
[Third Extended Expiration Date]	\$1,200,382.46
[Fourth Extended Expiration Date]	\$1,236,393.94
[Fifth Extended Expiration Date]	\$1,273,485.76
[Sixth Extended Expiration Date]	\$1,311,690.33
[Seventh Extended Expiration Date]	\$1,351,041.04
[Eighth Extended Expiration Date]	\$1,391,572.27
[Ninth Extended Expiration Date]	\$1,433,319.44
[Tenth Extended Expiration Date]	\$1,476,319.02
[Eleventh Extended Expiration Date]	\$1,520,608.59
[Twelfth Extended Expiration Date]	\$1,566,226.85
[Thirteenth Extended Expiration Date]	\$1,613,213.65
[Fourteenth Extended Expiration Date]	\$1,661,610.06
[Fifteenth Extended Expiration Date]	\$1,711,458.37
[Sixteenth Extended Expiration Date]	\$1,762,802.12
[Seventeenth Extended Expiration Date]	\$1,815,686.18
[Eighteenth Extended Expiration Date]	\$1,870,156.77
[Nineteenth Extended Expiration Date]	\$1,926,261.47
[Twentieth Extended Expiration Date]	\$1,984,049.31
[Twenty-first Extended Expiration Date]	\$2,043,570.79

[Twenty-second Extended Expiration Date]	\$2,104,877.92
[Twenty-third Extended Expiration Date]	\$2,168,024.25
[Twenty-fourth Extended Expiration Date]	\$2,233,064.98
[Twenty-fifth Extended Expiration Date]	\$2,300,056.93
[Twenty-sixth Extended Expiration Date]	\$2,369,058.64
[Twenty-seventh Extended Expiration Date]	\$2,440,130.40
[Twenty-eighth Extended Expiration Date]	\$2,513,334.31
[Twenty-ninth Extended Expiration Date]	\$2,588,734.34
[Thirtieth Extended Expiration Date]	\$2,666,396.37
[Thirty-first Extended Expiration Date]	\$2,746,388.26
[Thirty-second Extended Expiration Date]	\$2,828,779.91
[Thirty-third Extended Expiration Date]	\$2,913,643.31
[Thirty-fourth Extended Expiration Date]	\$3,001,052.61
[Thirty-fifth Extended Expiration Date]	\$3,091,084.18
[Thirty-sixth Extended Expiration Date]	\$3,183,816.71
[Thirty-seventh Extended Expiration Date]	\$3,279,331.21
[Thirty-eighth Extended Expiration Date]	\$3,377,711.15
[Thirty-ninth Extended Expiration Date]	\$3,479,042.48