

RECORDING REQUESTED BY:
PsomasFMG Lancaster Solar Crest, LLC

WHEN RECORDED MAIL TO:

PsomasFMG Lancaster Solar Crest, LLC
c/o Centaurus Renewable Energy LLC
2800 Post Oak Boulevard
Houston, Texas 77005
Attn: Keith Holst

(SPACE ABOVE FOR RECORDER'S USE)

RECOGNITION AND ATTORNMENT AGREEMENT

This RECOGNITION AND ATTORNMENT AGREEMENT (“Agreement”) is made _____, 2014, by and among the City of Lancaster, a municipal corporation (“Master Landlord”), Lancaster Power Authority, a joint powers authority (“Landlord”), and PsomasFMG Lancaster Solar Crest, LLC a Delaware limited liability company (“Tenant”), with reference to the facts set forth in the Recitals below:

RECITALS

A. Master Landlord is the owner in fee of certain real property, as such property is more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (“Property”).

B. Master Landlord leased the Property to Landlord pursuant to a Property Lease dated December 13, 2011 (as amended, the “Master Lease”). Master Landlord and Landlord agree and acknowledge that the Master Lease has not been terminated and is still in full effect.

C. Landlord and Tenant intend to enter into a Solar Energy Site Lease Agreement (“Lease”), dated _____, 2014, for the use of a certain portion of the Property commonly referred to as Assessor’s Parcel Number 3170-008-910, as such property is more particularly described in Exhibit “B” attached hereto and incorporated herein (the “Site”) for the installation, construction, maintenance, and operation of a solar facility (“Generating Facility”). Master Landlord hereby acknowledges having received and reviewed a copy of the Lease.

D. The parties hereto desire to assure to Tenant possession of the Site for the entire term of the Lease even if Landlord defaults under the Master Lease or if the Master Lease terminates prior to expiration of the Lease, and to provide Tenant with any assistance Tenant may need in its proposed use of the Site as contemplated herein and under the Lease, on all of the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the above Recitals, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are herein incorporated into this Agreement.
2. Master Landlord's Consent to the Lease. Notwithstanding anything to the contrary in the Master Lease or any other documents encumbering the Site, Master Landlord hereby consents to Landlord and Tenant entering into the Lease and Tenant's installation, operation, and maintenance of Tenant's proposed Generating Facility on the Site.
3. Recognition and Attornment. If Landlord defaults under the Master Lease and all applicable cure periods have expired, Master Landlord shall notify Tenant of such default. Upon receipt of such notice from Master Landlord, Tenant shall attorn to Master Landlord and perform all of Tenant's obligations under the Lease directly to Master Landlord as if Master Landlord were the original landlord under the Lease. If and so long as Tenant is not in substantial and material default under the Lease (after receipt of written notice and the expiration of the required cure period), Master Landlord shall continue to recognize the estate of Tenant created under the Lease and the Lease shall continue with the same force and effect as if Master Landlord and Tenant had entered into a lease on the same terms and conditions as those contained in the Lease.
4. Tenant's Liability to Landlord. From the date Tenant attorns to Master Landlord in accordance with Section 3 of this Agreement, Tenant shall not be further liable to Landlord for performance under the Lease, and Landlord shall return to Tenant, immediately upon Tenant's demand, any unearned (i.e., a prorated) portion of any prepaid annual rent and any other unearned sums which Tenant prepaid to Landlord under the provisions of the Lease. Tenant shall pay any such sums which are paid to it by Landlord to Master Landlord.
5. Expiration of Master Lease. In the event the Master Lease is terminated pursuant to the terms thereof, or due to the natural expiration of the Master Lease, provided Tenant is not in substantial and material default of the Lease (after receipt of written notice and the expiration of the required cure period), Master Landlord shall succeed to the interest of Landlord under the Lease and the Lease shall remain in full force and effect for the full term thereof, including extensions. Tenant shall attorn to Master Landlord and perform all of Tenant's obligations under the Lease directly to Master Landlord as if Master Landlord were the original landlord under the Lease.
6. Master Lease. Master Landlord and Landlord represent and warrant to Tenant that the Master Lease is in full force and effect, all obligations of both "City" and "Authority"

thereunder have been satisfied and Master Landlord has not given or received a notice of default pursuant to the Master Lease. In addition, Master Landlord and Landlord warrant and covenant that they will not: (i) enter into any modification of the Master Lease which adversely affects Tenant's rights under the Lease, or (ii) take any action or do or perform any act or fail to perform any act which would result in the failure or breach of any of the covenants, agreements, terms, provisions or conditions of the Master Lease.

7. CUP. The parties acknowledge that Tenant has obtained a permit from the City of Lancaster, as approving agency, to construct, install, maintain, and operate its Generating Facility on the Property pursuant to Conditional Use Permit No. 13-05 effective October 24, 2013 ("CUP"). Master Landlord and Landlord agree to reasonably cooperate with Tenant in satisfaction of the conditions under the CUP and any other approvals that may be required by any other regulatory or governmental agency. Master Landlord represents and warrants that no further approvals and consents are required by Master Landlord, in its capacity as Landlord, for Tenant's consummation of the Lease and for the installation, construction, and operation of Tenant's Generating Facility, excluding any building permits or other permits.

8. Master Landlord's Cooperation. Master Landlord agrees and acknowledges that pursuant to the CUP, in order for Tenant to install its Generating Facility and use the Property pursuant to the terms of the Lease, Master Landlord must undertake certain actions. Therefore, Master Landlord agrees to promptly perform the following, all as required by the CUP:

- a. grant an irrevocable offer of dedication for the following properties:
 - (i) Avenue K-12 at 30 feet from the centerline from the western property boundary of the Property to 23rd Street East;
 - (ii) Avenue K-8 at 42 feet from centerline;
 - (iii) 24th Street East at 30 feet from centerline; and
 - (iv) 25th Street East at 42 feet from centerline from Avenue K-8 to Avenue K-12.
- b. dedicate a 12-foot wide easement along the western side of 25th Street East from Avenue K-8 to Avenue L in accordance with the City of Lancaster's Master Plan of Trails and Bikeways.
- c. abandon the easement along Avenue K-12 between 23rd Street East and 25th Street East.

9. No Other Approvals Required. Master Landlord and Landlord represent and warrant that this Agreement and the Lease do not require the approval of any third party, including any lenders which may have an interest in the Site.

10. Generating Facility.

a. Notwithstanding anything in the Master Lease (including without limitation, Section 8 thereof), upon the expiration or termination of the Master Lease, title to any and all improvements and structures on the Site (including without limitation, the Generating Facility) which are owned by Tenant shall remain fully vested in Tenant, and Master Landlord shall have no ownership or other interest therein.

b. Master Landlord and Landlord waives any lien it may have, by operation of law or otherwise, in and to the Generating Facility or to any personal property of Tenant. The foregoing waiver shall not apply to any lien on the Generating Facility which Master Landlord may otherwise have by operation of law, as successor to Landlord under the Lease, arising from Tenant's failure to pay any rent due the Lease after the receipt of notice and the expiration of the cure period provided under the Lease. Master Landlord further agrees to notify any purchaser of the Property, and any subsequent mortgagee or other encumbrance holder, of the existence of the foregoing waiver of Master Landlord's lien, which shall be binding upon the executors, administrators, successors and transferees of Master Landlord, and shall inure to the benefit of the successors and assigns of Tenant and any of Tenant's lenders. Master Landlord consents to Tenant placing a security interest in the Generating Facility and waives all right of distraint or seizure for rent and all claims and demands of every kind against the Generating Facility, such waiver to continue so long as any sum remains owing from Tenant to any such lender. Master Landlord agrees that the Generating Facility shall not be subject to distraint or execution by, or to any claim of, Master Landlord.

c. Master Landlord acknowledges and agrees that access to sunlight ("Insolation") is essential to the value of Tenant of the Lease and is a material inducement to Tenant in entering into the Lease. Accordingly, Master Landlord shall take commercially reasonable actions as necessary to prevent any interference with Insolation on and at or surrounding the Site, specifically in the air space above the Generating Facility. Without limiting the foregoing, Master Landlord shall not construct or permit to be constructed any structure on the Property that could adversely affect Insolation levels or permit the growth of foliage that could adversely affect Insolation levels. Further, Master Landlord shall not access the Property without at least five (5) business days prior notice to Tenant and such access shall be during normal business hours and subject to Tenant's reasonable safety and security measures. Tenant shall have the right to have a Tenant representative accompany Master Landlord during any such access. Master Landlord shall use its best efforts not to disrupt Tenant's operations on the Site during such access. Furthermore, Master Landlord shall use its best efforts not to disrupt Tenant's operation of the Generating Facility.

d. Master Landlord will not initiate, conduct, or permit any activities that may damage, impair or otherwise adversely affect the Generating Facility or its operation and function (including activities that may adversely affect the Generating Facility's exposure to sunlight).

11. Condemnation. Should title or possession of all of the Property or the Site be taken in condemnation proceedings by a government agency, governmental body or private party under the exercise of the right of eminent domain, or should a partial taking render the remaining portion of the Site wholly unsuitable for Tenant's use, then the Lease and this Agreement shall terminate upon such vesting of title or taking of possession. In the event of condemnation of only a portion of the Site, Tenant shall have the right to terminate this Agreement and the Lease upon written notice to Landlord and Master Landlord. Also, Tenant or Tenant's designee or assignee shall have the right to participate in any settlement discussions involving Master Landlord, Landlord and the condemning authority. Master Landlord and Landlord shall receive all condemnation payments except that Tenant is entitled to any amount awarded to compensate for: 1) the removal or relocation of the Generating Facility; 2) loss or damage to any portion of the Generating Facility which Tenant cannot remove or is required not to remove; and 3) loss of use or value of the Lease.

12. Miscellaneous.

a. No Effect on Master Lease. Nothing in this Agreement shall be deemed to change in any manner the provisions of the Master Lease as between Master Landlord and Landlord or to waive any right that Master Landlord may now have or later acquire against Landlord by reason of the Master Lease. Master Landlord and Landlord expressly agree that any provision in the Master Lease inconsistent with any of the terms and conditions of the Lease, shall not apply to the Lease, and shall have no force and effect between Tenant and Master Landlord and/or Landlord. In the event there is a conflict between the Master Lease and the Lease, as between Master Landlord and Tenant, or Landlord and Tenant, the Lease shall control.

b. Notices. Any notice, demand, request, consent, approval, or communication which any party is required to give to any other party hereunder shall be in writing and either sent by certified United States mail or via recognized overnight courier service, addressed to the other party at the address set forth below:

Master Landlord: City of Lancaster
44933 Fern Avenue
Lancaster, CA 93534
Attention: City Manager
Fax: (661) 723-6141

Landlord: Lancaster Power Authority
44933 Fern Avenue
Lancaster, CA 93534
Attention: Executive Director
Fax: (661) 723-6141

Tenant: PsomasFMG Lancaster Solar Crest, LLC

c/o Centaurus Renewable Energy LLC
2800 Post Oak Boulevard
Houston, Texas 77005
Attn: Keith Holst

Any party may change its address by notifying the other parties of the change of address. Notices shall be deemed communicated only upon receipt.

c. Successors. This Agreement shall be binding upon, and shall insure to the benefit of, the parties and their respective successors and assigns.

d. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

e. Conflict. In the event of any conflict between the provisions of this Agreement and the provisions of the Lease, the provisions of this Agreement shall control.

f. Recording. This Agreement shall be recorded upon the request of any party hereto. In addition, Master Landlord and Landlord shall execute, acknowledge, and deliver a short form memorandum of the Master Lease for recording purposes upon the request of any party hereto.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties have duly executed this Recognition and
Attornment Agreement on the day and year first written above.

MASTER LANDLORD:	City of Lancaster, a municipal corporation By: _____ Name: _____ Its: _____ Date: _____
LANDLORD:	Lancaster Power Authority, a joint powers authority By: _____ Name: _____ Its: _____ Date: _____
TENANT:	PsomasFMG Lancaster Solar Crest, LLC a Delaware limited liability company By: _____ Name: _____ Its: _____ Date: _____

EXHIBIT A
(Legal Description of Property)

3107-010-901: Parcel 1 of Tract No. 24689 in the City of Lancaster, County of Los Angeles, State of California, Recorded in Map Book 661 Page 31 in the office of said County

3107-024-900: The South 5 Acres Of the East 10 Acres of the North ¼ of the West ½ of Lot 1 in the NW ¼ of Section 6, T7N, R12W, SBM

3107-024-901: The North ½ of the East ½ of the SE ¼ of Lot 1 in the NW ¼ of Section 6, T7N, R12W, SBM

3110-001-907: That portion of the West ½ of the West ½ of the NW ¼ of the NW ¼ of Section 26 T7N, R13W SBM, EXCEPT the Southerly 100 feet of said West ½

3114-012-904: The North ½ of the NW ¼ of Section 8, T7N, R12W, SBM EXCEPT the Westerly 2,320 feet of said North ½

3118-005-900: The East ½, of the West ½, of the West ½, of the North ½, of the North ½, of Lot 1 of the NW ¼ of Section 4, T 7N, R12W, SBM

3118-005-901: The West ½, of the West ½, of the West ½, of the South ½, of the North ½, of Lot 1 of the NW ¼ of Section 4, T7N, R12W, SBM.

3118-005-904: The East ½, of the East ½, of the West ½, of the North ½, of the North ½, of Lot 2 of the NW ¼ of Section 4, T7N, R12W, SBM.

3118-005-905: The West ½ of the East ½ of the NW ¼, of the NW ¼ Lot 2 of Section 4, T7N, R12W, SBM

3126-031-901: Lot 23 of Tract No. 32548, in the City of Lancaster, County of Los Angeles, State of California, as per Map filed in Book 968, Pages 1 through 6, inclusive of maps, in the office of the County Recorder of said County,

EXCEPT the following portion of said Lot 21

Beginning at the SW Corner of said Lot 21, Thence along the property lines of said Lot N0°11'47"W, 310 feet; Thence 89°52'56"E, 355 feet; Thence N0°11'47"W, 187.10 feet; Thence N89°52'56"E, 257.25 feet; Thence leaving said property lines, S0°17'05"E, 497.65 feet to the Southerly line of said Lot; Thence S89°52'56"W, 612.02 feet to the Point of Beginning

3126-031-902: That Portion of Lot 23 of Tract No. 32548, in the City of Lancaster, County of Los Angeles, State of California, as per Map filed in Book 968, Pages 1 through 6, inclusive of maps, in the office of the County Recorder of said County, more particularly described as follows:

Beginning at the SW Corner of said Lot 21, Thence along the property lines of said Lot N0°11'47"W, 310 feet; Thence 89°52'56"E, 355 feet; Thence N0°11'47"W, 187.10 feet; Thence N89°52'56"E, 257.25 feet; Thence leaving said property lines, S0°17'06"E, 497.65 feet to the Southerly line of said Lot; Thence S89°52'56"W, 612.02 feet to the Point of Beginning

3137-008-900: The West ¼ of the SW ¼ of the BW ¼ Of SE ¼ AND The West ¼ of the West ¼ of the East ¼ of the SW ¼ of the SW ¼ of SE ¼ Of Section 3, T7N, R12W, SBM

3170-008-901: The Westerly 650 feet of the South half of the SE ¼ of Section 30, T7N, R11W, SBM.

3170-008-907: That Portion of the SE ¼ of the SW ¼ of Section 30, T7N, R11W, SBM, described as follows:

Beginning at the South ¼ corner of Section 30, thence S89°21'39"W along the southerly line of said SE ¼, 1336.44 feet to the SW corner of said SE ¼; thence N00°29'10"W along the westerly line of said SE ¼, 605.97 feet; thence leaving said line, N89°26'00"E 422.45 feet; thence S00°34'00"E 110.00 feet; thence N89°25'00"E 170.78 feet; thence S00°34'00"E 10.64 feet; thence N89°26'00"E 104.70 feet; thence S00°34'00"E 141.36 feet; thence N89°26'00"E 427.00 feet; thence N00°34'00"W 99.36 feet to the Beginning of a Tangent Curve concave to the SW having a radius of 13.00 feet; thence northwesterly along the arc of said curve 20.42 feet through a Central Angle of 00°00'00"; thence N00°24'00"W 58.00 feet; thence N89°41'18"E 72.00 feet; thence N89°26'00"E 150.79 feet to the East line of said ¼ corner; thence S00°33'08"E along the easterly line of said SE ¼, 512.30 feet to the Point of Beginning.

3170-008-908: That Portion of the SE ¼ of the SW ¼ of Section 30, T7N, R11W, SBM, EXCEPT the following described Portion:

Beginning at the South ¼ corner of Section 30, thence S89°21'39"W along the southerly line of said SE ¼, 1336.44 feet to the SW corner of said SE ¼; thence N00°29'10"W along the westerly line of said SE ¼, 605.97 feet; thence leaving said line, N89°26'00"E 422.45 feet; thence S00°34'00"E 110.00 feet; thence N89°25'00"E 170.78 feet; thence S00°34'00"E 10.64 feet; thence N89°26'00"E 104.70 feet; thence S00°34'00"E 141.36 feet; thence N89°26'00"E 427.00 feet; thence N00°34'00"W 99.36 feet to the Beginning of a Tangent Curve concave to the SW having a radius of 13.00 feet; thence northwesterly along the arc of said curve 20.42 feet through a Central Angle of 00°00'00"; thence N00°24'00"W 58.00 feet; thence N89°41'18"E 72.00 feet; thence N89°26'00"E 150.79 feet to the East line of said ¼ corner; thence S00°33'08"E along the easterly line of said SE ¼, 512.30 feet to the Point of Beginning.

3170-008-909: Parcel 3 of Parcel Map 22061 in the City of Lancaster, County of Los Angeles, State of California, recorded in Parcel Map Book 239 pages 28 and 29 of the office of the recorder of said county.

3170-008-910: Parcel 4 of Parcel Map 22061 in the City of Lancaster, County of Los Angeles, State of California, recorded in Parcel Map Book 239 pages 28 and 29 of the office of the recorder of said county.

EXHIBIT B

(Legal Description of the Site)

Real property in the City of Lancaster, County of Los Angeles, State of California, described as follows:

PARCEL 4 OF PARCEL MAP 22061, IN THE CITY OF LANCASTER, AS PER MAP FILED IN BOOK 239 PAGES 28 AND 29 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ONE-QUARTER OF THE OIL RIGHTS AND MINERAL RIGHTS AS CONTAINED IN THE DEED FROM EMMA VAN ALYSTYNE, RECORDED IN BOOK 4644 PAGE 60, OFFICIAL RECORDS, AS TO PARCEL 1 AND A PORTION OF PARCEL 4.

ALSO EXCEPT THEREFROM ONE-QUARTER OF THE OIL RIGHTS AND MINERAL RIGHTS AS CONTAINED IN THE DEED FROM BLANCHE SCHAW RECORDED IN BOOK 9982 PAGE 235, OFFICIAL RECORDS, AS TO PARCELS 2 AND 3 AND A PORTION OF PARCEL 4.

APN: 3170-008-910

Comprising ± 29.58 acres

SOLAR ENERGY SITE LEASE AGREEMENT

This Solar Energy Site Lease Agreement (this “**Lease**”) dated as of _____, 2014 (the “**Effective Date**”), is made between the Lancaster Power Authority, a joint powers authority under the laws of California (“**Landlord**”), and PsomasFMG Lancaster Solar Crest, LLC, a Delaware limited liability company (“**Tenant**”).

RECITALS

A. Landlord is a joint powers authority created, existing and operating pursuant to the Joint Exercise of Powers Act (Cal. Gov’t Code § 6500 et seq.). The purpose of Landlord is to establish, own and operate a municipal gas and electric utility for the benefit of the residents of the City of Lancaster (“**City**”), as well as for the customers, businesses and property owners within the City and/or to be served by Landlord.

B. Tenant is in the business of developing renewable energy generating facilities.

C. California Government Code §§ 4217.10 et seq. authorize Landlord to enter into agreements and contracts with private sector entities for developing energy conservation and production projects.

D. Pursuant to that certain Property Lease dated December 13, 2011 (the “**Prime Lease**”) between the City and Landlord, Landlord is the holder of a leasehold interest in the real property located in the City of Lancaster California, and more particularly described in the attached **Exhibit A** (the “**Property**”).

E. Tenant desires to sublease that portion of the Property commonly referred to as Assessor’s Parcel Number 3170-008-910, comprising of 29.58 acres more or less, as such property is more particularly described and depicted in **Exhibit B** attached hereto and incorporated herein from Landlord in order to install and operate, including the sale of energy, a solar energy generating facility.

F. Landlord and Tenant desire to terminate and replace that certain Prior Agreement (as such term is defined below) between Landlord with this Lease.

AGREEMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. DEFINITIONS AND INTERPRETATION

(a) In this Lease, unless the context otherwise requires:

“**Affiliate**” means any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person

specified. For purposes of this definition, control of a Person means the power, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

“**Business Day**” means any day except Saturday, Sunday or any day on which banks are generally not open for business in the State of California.

“**Business Hours**” means the hours between 8:00 am and 5:00 pm on a Business Day.

“**Calendar Quarter**” means the three full calendar month periods beginning January 1, April 1, July 1, and October 1, and ending March 31, June 30, September 30 and December 31 respectively (and including the full twenty-four hour periods constituting the stated beginning and ending dates).

“**Commercial Operation Date**” means the date the Generating Facility is energized and given permission to operate by Southern California Edison and California Independent System Operator (CAISO).

“**Environmental Attributes**” means the characteristics of electric power generation at the Generating Facility that have intrinsic value, separate and apart from the generated energy, arising from the perceived environmental benefits of the Generating Facility or energy generated at the Generating Facility, including but not limited to all environmental and other attributes that differentiate the Generating Facility or energy generated at the Generating Facility from energy generated by fossil-fuel based generation units, fuels or resources, characteristics of the Generating Facility that may result in the avoidance of environmental impacts on air, soil or water, such as the absence of emission of any oxides of nitrogen, sulfur or carbon or of mercury, or other gas or chemical, soot, particulate matter or other substances attributable to the Generating Facility or the compliance of the Generating Facility or energy generated at the Generating Facility with the law, rules and standards of the United Nations Framework Convention on Climate Change (the “UNFCCC”) or the Kyoto Protocol to the UNFCCC or any successor laws, rules or standards or crediting “early action” with a view thereto, or laws or regulations involving or administered by the Environmental Protection Agency or successor administration or any state or federal entity having jurisdiction over a program involving transferability of rights arising from Environmental Attributes.

“**Environmental Incentives**” means all rights, credits (including tax credits), rebates, benefits, reductions, offsets, and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like, arising from the Environmental Attributes of the Generating Facility or the energy generated at the Generating Facility or otherwise from the development or installation of the Generating Facility or the production, sale, purchase, consumption or use of the energy generated at the Generating Facility. Without limiting the foregoing, “**Environmental Incentives**” includes green tags, renewable energy credits, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentives under any demand-side management or energy efficiency programs offered by a utility company, a third-party provider, or other incentive programs offered by the state and the right to claim federal income tax credits, if applicable.

“Environmental Laws” means all federal, state, local and regional laws, statutes, ordinances, orders, rules and regulations now in force or enacted during the term of this Lease relating to the protection of human health or the environment or relating to waste disposal or environmental protection with respect to hazardous, toxic, or other substances generated, produced, leaked, released, spilled or disposed of at or from the Site.

“Generating Facility” means the solar power generating facility to be located on the Property and owned by Tenant, including all improvements, facilities and equipment constructed or installed by Tenant at any time and from time to time, including the following: (i) arrays of photovoltaic solar panels or tracking mirrors, including foundations, mounting substrates, support structures and related components; (ii) overhead and underground electrical collection, transmission and communication lines, transformers, power inverters, meters and protection equipment, cables, junction boxes, energy storage facilities, telecommunications equipment, switches and electrical substations and related facilities and equipment for the collection, interconnection and transmission of electrical energy and communications; (iii) roads, fences and gates, and other structures and facilities required for ingress and egress for pedestrians, motor vehicles and equipment, and for the efficient development, construction, operation, maintenance and security of the Generating Facility; (iv) any and all equipment and improvements necessary or useful for the ongoing measurement of sunlight and weather; (v) any other equipment or facilities that are necessary or desirable for Tenant’s development, construction, operation, maintenance or security of the Generating Facility, including laydown areas, satellite operation and maintenance or storage facilities and control buildings; and (vi) any landscaping and any other site improvements depicted on the plans attached hereto or as required by any governmental authority.

“Hazardous Materials” mean and include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term “Hazardous Material” includes, without limitation, any material or substance which is (i) petroleum, (ii) asbestos, (iii) designated as a “hazardous substance” pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317), (iv) defined as a “hazardous waste” pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et. seq. (42 U.S.C. Section 6903), (v) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et. seq. (42 U.S.C. Section 9601), or (vi) defined as a “hazardous substance” or “hazardous waste” in any Environmental Law.

“Including” means including without limitation, and **“includes”** means includes, without limitation.

“Landlord’s Actual Knowledge” means the actual knowledge of Mark V. Bozigian (the City Manager for the City of Lancaster), Jason Caudle (the Deputy City Manager for the City of Lancaster), Heather Swan (the Senior Projects Coordinator for the City of Lancaster) or Jocelyn Swain (the Associate Planner - Environmental for the City of Lancaster) or their respective successors.

“**Lease Year**” means a twelve (12) calendar month period; provided, however that if the Effective Date is a date other than the first day of a calendar month, the first Lease Year of the Term shall, except as may otherwise be expressly provided in this Lease, commence on the Effective Date and run through last day of the month in which the one year anniversary of the Effective Date occurs, with each successive Lease Year to run for a period of the next succeeding twelve (12) months, other than and except for the final Lease Year specified which shall commence as hereinabove provided and which shall run through the date on which the Term ends notwithstanding the actual number of days included in said period.

“**Person**” means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association or governmental or regulatory authority.

“**Prior Agreement**” means that certain Option Agreement dated December 13, 2011, as amended by that certain Amendment No. 1 to the Option to Lease Agreement/Ground Lease dated May 15, 2012, that certain Amendment No. 2 to the Option to Lease Agreement/Ground Lease dated February 12, 2013, and that certain Amendment No. 3 to the Option to Lease Agreement/Ground Lease dated December 10, 2013 between Landlord and Tenant pertaining to an option to lease a portion of the Property.

“**Property**” means the land described on **Exhibit A** (the “**Land**”), together with the following:

(i) all right, title and interest of Landlord in and to all rights, privileges and appurtenances pertaining to the Land and any rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Land and all of Landlord’s right, title and interest in and to adjacent streets, alleys or rights-of-way and easements, licenses or interests relating thereto; and

(ii) all of Landlord’s right, title and interest in and to all permits, licenses and approvals directly relating to the Property, to the extent the same are assignable and transferable.

“**Site**” means the specific area of the Property described and depicted in **Exhibit B**.

“**Unavoidable Delay**” means delay caused by strikes, walkouts (except for strikes or walkouts directly involving employees of the party claiming Unavoidable Delay), civil commotion, warlike operations, governmental regulations or controls, acts of God, inability to procure materials or services, or other causes beyond the reasonable control the party claiming Unavoidable Delay.

(b) Unless the context requires otherwise, words importing the singular include the plural and *vice versa* and words importing gender include all genders.

(c) The division of this Lease into Sections, the insertion of headings, and the provision of any table of contents are for convenience of reference only and will not affect the construction or interpretation of this Lease. Unless the context requires otherwise, references in this Lease to Sections or Schedules are to Sections or Schedules of this Lease. Any reference in

this Lease to any agreement or statute or any section of it will, unless otherwise expressly stated, be deemed to refer to such statute or section as amended, restated or re-enacted from time to time.

2. LEASE AND GRANTS OF EASEMENTS

(a) Landlord:

(i) except as set forth in § 2(b) below, exclusively leases the Site to Tenant and its successors and assigns for the sole purpose of developing, constructing, installing, operating and maintaining the Generating Facility in accordance with the terms and conditions set out in this Lease;

(ii) grants to Tenant and its successors and assigns, for a period co-terminous with this Lease, the right to undertake any other activities on the Site that Tenant determines are necessary, helpful, appropriate or convenient in connection with, incidental to, for the benefit of, or to accomplish the installation, operation, and maintenance of the Generating Facility, including conducting surveys and geological, geophysical, environmental, biological, cultural and other tests and studies, in each case by the use of such means and technologies as Tenant may choose, whether or not currently known, and with the right of entry on the Property for such purposes.

(b) Landlord reserves all rights to use the Property, other than the Site, except to the extent Landlord's use interferes with Tenant's use of the Site in accordance with this Lease or violates the terms and conditions of this Lease. Landlord further expressly reserves the right to enter the Site during normal Business Hours provided that Landlord: (i) provides Tenant with at least five (5) Business Days' prior written notice; (ii) permits Tenant to accompany Landlord; (iii) complies with any reasonable security and safety measures implemented by Tenant; (iv) and does not interfere with the installation, operation or maintenance of the Generating Facility. Notwithstanding the foregoing, in the event an emergency arises which poses an immediate threat of bodily harm or property damage, Landlord may enter the Site without such prior notice provided that Landlord notifies Tenant of the nature of the emergency entry as soon as possible after such entry.

(c) Tenant hereby leases the Site from Landlord and accepts such grant of easements and rights from Landlord, upon the terms and conditions set forth herein.

(d) This Lease shall be for the benefit of Tenant and such employees, agents, representatives, contractors, and subcontractors as are deemed necessary or desirable by Tenant in connection with its obligations hereunder.

3. RENT

(a) Commencing on the Effective Date and terminating on the day prior to the Commercial Operation Date of the Generating Facility, Tenant shall pay to Landlord semi-annually in advance, upon receipt of invoice from Landlord, an annual rental payment equal to \$400 per acre of the Site ("Pre-Operation Rent").

(b) Tenant shall pay to Landlord an annual rental payment equal to \$2,150.00 per acre of the Site (“**Rent**”) payable quarterly in advance commencing on the Commercial Operation Date of the Generating Facility.

(c) All Rent and Pre-Operation Rent obligations shall be prorated for any partial term. Any option payment or other payment paid by Tenant to Landlord pursuant to the Prior Agreement which is paid with respect to any period after the Effective Date shall be credited toward any payments due and payable by Tenant to Landlord under this Lease. Any Pre-Operation Rent which is paid with respect to any period after the Commercial Operation Date shall be credited toward any rent payments due and payable by Tenant to Landlord under this Lease.

(d) All payments to Landlord shall be made payable to the Lancaster Power Authority and mailed to:

City of Lancaster
Finance Department
Attn: Accounts Receivable
44933 Fern Avenue
Lancaster, CA 93534

4. GENERATING FACILITY CONSTRUCTION

(a) Landlord consents to Tenant’s construction and installation of the Generating Facility on the Site.

(b) Tenant shall notify Landlord not less than twenty (20) days in advance of the time that Tenant intends to commence installation of the Generating Facility on the Site.

(c) Except as provided otherwise herein, Landlord hereby consents to Tenant’s location of the Generating Facility or related facilities or equipment at any location upon the Site, including at or near the Property boundary lines so long as Tenant fully complies with all applicable governmental approvals, requirements, plans conditions of approval, codes and/or laws. Furthermore, in the event that the location of any portion of any Generating Facility or related facilities or equipment to be installed or constructed on the Site or any adjacent properties along or near Property boundary lines is limited or restricted by any private agreements or restrictions or any laws, rules or ordinances of any governmental agency, Landlord shall cooperate with and assist Tenant in obtaining waivers or variances from such requirements and shall execute all documents evidencing Landlord’s agreement to the elimination of such requirements. Landlord acknowledges and agrees that this paragraph shall survive the termination of this Lease.

5. GENERATING FACILITY INSTALLATION, OPERATION AND OWNERSHIP

(a) Tenant shall have the right from time to time during the term of this Lease:

(i) to determine the feasibility of solar energy power production on the Site, including studies of sunlight concentration and other meteorological data, extracting soil samples, conducting wildlife and other environmental studies, and conducting transmission feasibility studies;

(ii) in accordance with all applicable laws, codes, and/or ordinances, to construct, install, reinstall or relocate and operate the Generating Facility on the Site;

(iii) to maintain, clean, repair, replace and dispose of part or all of the Generating Facility and to maintain the Site as may be required for the proper functioning and operation of the Generating Facility, including clearing brush and tree branches that may interfere with access to sunlight to the Generating Facility;

(iv) to add or remove equipment as needed to increase or decrease the capacity of the Generating Facility;

(v) to remove the Generating Facility as permitted pursuant to Section 9;

(vi) to access the Site with guests for promotional purposes;

(vii) to publish factual information related to the Generating Facility on its website and through other forms of electronic media. Such information may include, but is not limited to, the location of the photovoltaic system, the name of Landlord, and other features of the Generating Facility;

(viii) in accordance with all applicable laws, codes, and/or ordinances, to install and maintain such equipment, as is necessary for remote monitoring of the Generating Facility, including without limitation the establishment of a high speed internet connection;

(ix) in accordance with all applicable laws, codes, and/or ordinances, to install and maintain such equipment as is necessary or appropriate for the security and protection of the Generating Facility, including without limitation, fences and gates; and

(x) to perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by Tenant, to carry out the activities set forth in clauses (a)(i) through (a)(ix) of this Section 5.

(b) Tenant will obtain all governmental permits, licenses, certificates, approvals, variances and other entitlements for use ("**Permits**") necessary for the construction, installation and operation of the Generating Facility. Landlord hereby gives its consent to any action taken by Tenant in applying for any and all Permits Tenant finds necessary or desirable for the operation of the Generating Facility, and Landlord hereby appoints Tenant its agent for applying for such Permits and agrees to cooperate with Tenant in obtaining the Permits, if necessary. Tenant will carry out all activities under this Lease in accordance with all applicable laws, rules, codes and ordinances and in such a manner as will not unreasonably interfere with Landlord's operation or maintenance of the remainder of the Property.

(c) Landlord acknowledges and agrees that despite that portions of the Generating Facility may be affixed to the Site, (i) Tenant or its Affiliate is the exclusive owner and operator of the Generating Facility, (ii) the Generating Facility shall not be construed to be a fixture, (iii) Tenant or its Affiliate or transferee is the exclusive owner of the electricity generated by the Generating Facility and the Environmental Attributes and Environmental Incentives of the Generating Facility and (iv) the Generating Facility shall not be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered (collectively, a “**Transfer**”) with the fee interest or leasehold rights to the Site or otherwise by Landlord or any other person. Landlord shall give Tenant at least fifteen (15) days’ written notice prior to any Transfer of all or a portion of the Site identifying the transferee, the portion of Site to be transferred and the proposed date of Transfer. Landlord shall require any transferee to acknowledge and consent to the terms of this Lease. Landlord agrees that this Lease and rights granted in Article 2 of this Lease shall constitute covenants running with the land and shall survive any Transfer of the Property.

(d) Landlord shall cooperate in good faith with Tenant’s efforts to obtain any Permits, to obtain any real property rights from third parties, and to enter any further agreements with third parties, including siting the “point of delivery” in an agreement with the public utility provider, as may be necessary or deemed desirable by Tenant in connection with this Lease and its proposed used of the Site.

6. ACCESS

Landlord will make available to Tenant continuous and uninterrupted access to the Generating Facility and the Site for the purposes set forth in this Lease. Tenant shall cooperate with Landlord to minimize disruption of the operations of Landlord at the Property. Despite anything to the contrary in this Lease, Tenant shall be permitted to access the Site twenty-four (24) hours a day, seven (7) days a week as reasonably determined by Tenant. Upon reasonable advance notice to Landlord, Tenant shall have access during normal business hours to any and all historic documents, drawings, plans, correspondence and memoranda in the possession or control of Landlord which relate to the Property and which may be needed for regulatory planning or permitting purposes.

7. REPRESENTATIONS AND WARRANTIES, COVENANTS OF LANDLORD

(a) Landlord represents and warrants to Tenant that to Landlord’s Actual Knowledge, there are no circumstances or commitments to third parties, that may damage, impair or otherwise adversely affect the Generating Facility or its construction, installation or function (including activities that may adversely affect the Generating Facility’s exposure to sunlight). Landlord represents and warrants to Tenant that there are no liens, security interests or other encumbrances on the Site, except as disclosed on Schedule 7A attached hereto (“**Permitted Liens**”). Landlord covenants to Tenant that it will not cause, create, incur, assume, permit or suffer to exist any liens, security interests or other encumbrances on the Site, except for the Permitted Liens or such duly enacted special assessments or special taxes as may be imposed on the Property in the future. Landlord represents and warrants to Tenant that, except as described

in Schedule 7B attached hereto, Landlord has not used, stored, handled or disposed of Hazardous Materials on or about the Property and, to Landlord's Actual Knowledge, no prior owner of the Site or any tenant, subtenant, prior tenant or prior subtenant have used, stored, handled or disposed of Hazardous Materials on or about the Property.

(b) Landlord covenants that Landlord has a valid leasehold interest in the Property and full right to enter into this Lease and that Tenant shall have quiet and peaceful possession of the Site throughout the term of this Lease. To the extent, if any, that any third party has legal title to the Site or any other claim, lien, encumbrance or right of possession on or against the Site, Landlord will obtain such consents or other written documents as are required in order to evidence the consent of such third party to the transactions contemplated by this Lease, the acknowledgement by such third party of the interest of Tenant under this Lease and in the Site and the agreement of such third party not to disturb or interfere with Tenant's use and occupancy of the Site pursuant to this Lease, which agreement shall be in form and substance acceptable to Tenant. If Landlord fails to obtain an executed agreement from a third party in accordance with this paragraph within twenty (20) days after Tenant's request, Tenant shall have the right (without waiving any other remedies) to terminate this Lease and to recover from Landlord all rents paid to Landlord through the date of termination.

(c) Landlord shall not terminate the Prime Lease prior to the expiration of its term without the express written consent of Tenant. In the event Landlord receives any notice of failure to pay or failure to perform any covenant, agreement or obligation under the Prime Lease, Landlord shall notify Tenant of such notice within five (5) Business Days of Landlord's receipt of such notice pursuant to the terms of the Prime Lease, and Tenant may take any actions to cure any such failure under the Prime Lease. Tenant shall be under no obligation to take such action but may do so solely at its own discretion. In the event Tenant pays any amount or performs any obligations on behalf of Landlord pursuant to the terms of the Prime Lease, Tenant may deduct such amounts paid or the reasonable value of the performance from the amount that would otherwise be due from Tenant to Landlord pursuant to this Lease.

(d) Landlord will not initiate or conduct activities that it knows or reasonably should know may damage, impair or otherwise materially adversely affect the Generating Facility or its function (including activities that may adversely affect the Generating Facility's exposure to sunlight). Landlord will not conduct maintenance to the Property that Landlord knows is reasonably likely to damage, impair or otherwise adversely affect the Generating Facility or its function. Landlord represents and warrants to Tenant that there are no existing or, to Landlord's knowledge, threatened expropriation proceedings, or contemplated sales in place of expropriation, involving a partial or total taking of the Property or the Site.

(e) Landlord acknowledges that the Generating Facility may be inadvertently damaged, impaired or otherwise adversely affected by routine activities and operations of Landlord's personnel, licensees, or invitees. Landlord further agrees that Landlord shall be responsible and liable for any damage, impairment or other adverse effect on the Site caused by Landlord's personnel, licensees, or invitees.

(f) In addition to the foregoing, with respect to any property on which the Generating Facility is to be installed, if Landlord has an existing mortgage or enters into a

mortgage after the Effective Date of this Lease, Landlord and Tenant shall enter into an agreement with such mortgagee subordinating such mortgage to this Lease, providing for non-disturbance in favor of Tenant and otherwise on terms and conditions satisfactory to Tenant. Landlord acknowledges that without such agreements by superior mortgagees, Tenant may not be able to finance and build the Generating Facility at the Site.

(g) Landlord represents and warrants that the Site complies with all applicable laws and that Landlord has not received any written notice of violation of any applicable laws affecting the Site that remains unresolved. Landlord shall notify Tenant promptly if Landlord receives any notice of any actual or alleged violation of applicable laws with respect to the Site.

(h) Landlord represents and warrants that neither Landlord nor the Site is subject to any pending lawsuit, arbitration or other legal proceeding that could affect Landlord's ability to perform its obligations under this Lease or Tenant's rights under this Lease and, to Landlord's knowledge, no such lawsuit or other legal proceeding has been threatened.

(i) Landlord represents and warrants that Landlord is the sole lessee of the Property. Landlord represents and warrants that Landlord and each person signing this Lease on behalf of Landlord has the full and unrestricted power and authority to execute and deliver this Lease and grant the rights herein granted.

(j) Landlord agrees that within ten (10) days after receipt of a written request by Tenant it shall: (a) join in all grants for rights-of-way and easements for electric and other public utilities and facilities and any other electric power purpose including any power transmission line as Tenant shall deem necessary or desirable for its development and use of the Site; and (b) join with Tenant in requesting any and all zoning changes or other land use permits and/or approvals necessary for Tenant's development and use of the Site as contemplated by this Lease.

(k) Landlord acknowledges and agrees that access to sunlight ("**Insolation**") is essential to the value of Tenant of this Lease and is a material inducement to Tenant in entering into this Lease. Accordingly, Landlord shall take commercially reasonable actions as necessary to prevent any interference with Insolation on and at or surrounding the Site, specifically in the air space above the Generating Facility. Without limiting the foregoing, Landlord shall not construct or permit to be constructed any structure on the Property that could materially adversely affect Insolation levels on the Site or permit the growth of foliage that could materially adversely affect Insolation levels on the Site.

8. TERM/TERMINATION

(a) The term of this Lease shall commence on the Effective Date and, unless earlier terminated pursuant to this Section 8, expire twenty (20) years from the date of commercial operation of the Generating Facility, but in no event shall the term extend beyond thirty-four (34) years and eleven (11) months without the mutual agreement of Landlord and Tenant.

(b) The occurrence of any of the following events shall terminate this Lease:

Section 8;

- (i) The expiration of the term of this Lease as set out above in this
- (ii) The written agreement of the parties to terminate this Lease;
- (iii) An uncured material breach of this Lease by either party beyond any applicable notice and cure periods; and the election of the non-breaching party to terminate this Lease;
- (iv) Tenant's delivery of not less than ninety (90) days advance written notice to Landlord of Tenant's election to terminate this Lease; or
- (v) Tenant's delivery of notice of election to terminate this Lease to Landlord any time prior to the installation of the Generating Facility if it determines, in its sole discretion, that the Site is not in a condition ready for Tenant's installation of the Generating Facility.

9. REMOVAL

(a) During the term of this Lease, Tenant shall be entitled to remove the Generating Facility or any part thereof and any related equipment from the Site at any time in a good and workmanlike manner, and to ensure that the removal of the Generating Facility (or portion thereof) shall not create a nuisance or danger to the public on the Site. Notwithstanding the foregoing, Tenant shall not be required to remove from the Site any permanent improvements or alterations made by Tenant, including but not limited to roads, fencing, and landscaping, which do not constitute a nuisance or danger to the public.

(b) Within one hundred eighty (180) days after the expiration or other termination of the term of this Lease, Tenant shall be obligated to remove the Generating Facility from the Site in a good and workmanlike manner, and to ensure that the removal of the Generating Facility shall not create a nuisance or danger to the public on the Site. Notwithstanding the foregoing, Tenant shall not be required to remove from the Site any permanent improvements or alterations made by Tenant, including but not limited to roads, fencing, and landscaping, which do not constitute a nuisance or danger to the public.

10. INSURANCE

(a) Tenant shall, during the term of this Lease, obtain, maintain and keep in full force and effect, commercial general liability insurance applying to the use and operation of the Generating Facility in the following amounts:

Limits:	\$2,000,000	General Aggregate (may be satisfied by a combination of a general liability policy and an excess/umbrella liability policy)
	\$1,000,000	Products & Completed Operations Aggregate
	\$1,000,000	Each occurrence
	\$1,000,000	Personal Injury (Advertising Injury excluded)
	\$300,000	Fire Damage, Any One Fire

\$10,000 Medical Payments, Each Person
Statutory Workers' Compensation
\$1,000,000 Automobile
Liability
Commercial

(b) All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in the State of California, shall be Best rated A- or better, and shall name Landlord, City of Lancaster, the Successor Agency to the Lancaster Redevelopment Agency, the Lancaster Financing Authority, the Lancaster Housing Authority, the Lancaster Boulevard Corporation, the Lancaster Community Services Foundation, and the Lancaster Museum/Art Gallery Associates, as well as each of their officers, agents, servants, and employees as an additional insureds. All public liability, property damage and other casualty policies shall be written as primary policies, not contributing with any other coverage which the other party may carry. Tenant shall deliver to Landlord copies of the policies for all the insurance required to be carried by Tenant under this Lease, or certificates evidencing the existence and the amounts of such insurance, or renewals of them or binders to them, if applicable, (i) within ten (10) days after the Effective Date, and (ii) at least ten (10) days prior to the expiration of any such policies.

11. TAXES

(a) Tenant shall pay all personal property taxes, possessory interest taxes, business or license taxes or fees, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, assessments, bonds, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority due to Tenant's use and operation of the Generating Facility (or any portion or component of it), except: (i) real and personal property taxes and assessments and reassessments relating to the Property (including the Site); (ii) inheritance or estate taxes imposed upon or assessed against the Property (including the Site), or any part of it or interest in it; (iii) taxes computed upon the basis of the net income or payments derived from the Site by Landlord or the owner of any interest in it; (iv) taxes imposed on the capital invested in the Property, excluding capital invested by Tenant at the Site; (v) any corporate income, profits, excess profits, and business tax imposed upon the income of Landlord and any other impost of a personal nature charged or levied against Landlord; and, (vi) taxes, fees, service payments, excises, assessments, bonds, levies, fees or charges of any kind that are adopted by any public authority relating to the Property (including the Site) after the date of this Lease. Landlord shall pay all amounts in connection with clauses (i) to (vi) inclusive of this Section 11(a) and if Landlord shall fail to do so prior to the delinquency of such taxes or other amounts, Tenant shall have the right to pay such amounts, in which case Landlord shall reimburse Tenant for such amounts upon Tenant's written demand.

(b) Despite the foregoing provisions in Section 11(a), if the Site experiences any increase in the amount of real property taxes assessed solely as a result of the installation of the Generating Facility on the Site, including any reclassification of the Site, Tenant shall pay or reimburse Landlord an amount equal to the increase no later than ten (10) days prior to the date each year on which the applicable real estate taxes are due to be paid, provided that Landlord provides Tenant with copies of the applicable current and past statements of real estate taxes

payable for the Site and any related information demonstrating the reasons for any increase in real estate taxes.

(c) Tenant may contest the legal validity or amount of any taxes, assessments, or other charges for which it is responsible under this Lease, and may institute such proceedings as it considers necessary. Tenant shall bear all expenses in pursuing such contest or proceeding. With respect to any taxes for which Tenant is responsible that may constitute a lien on the Site, Tenant shall promptly pay such taxes unless the proceeding in which it contests such tax shall operate to prevent or stay the collection of the taxes so contested or unless Tenant removes any such lien by bonding or otherwise. Landlord agrees to render to Tenant all reasonable assistance, at no cost or expense whatsoever to Landlord, in contesting the validity or amount of any taxes, assessments or charges, including joining in the signing of any reasonable protests or pleadings which Tenant may reasonably deem advisable to file; *provided, however*, that Tenant shall reimburse Landlord for its reasonable attorneys' fees incurred in connection with providing such assistance.

12. MAINTENANCE AND REPAIR OF SITE AND GENERATING FACILITY

(a) Tenant, at its own cost and expense, shall maintain and secure the Site and Generating Facility in a good and orderly condition and in compliance with all applicable laws, codes, ordinances, and/or conditions of approval.

(b) If Tenant fails to maintain the Site in good order and if such failure continues for thirty (30) days after Tenant's receipt of written notice from Landlord (which 30-day period shall be extended for the time reasonably required to cure the default if the cure requires more than 30 days, as long as Tenant has commenced and is diligently pursuing such cure to completion), then Landlord may (but shall not be obligated to) perform such work in a commercially reasonable manner and charge Tenant the reasonable costs thereof.

13. LIABILITY AND INDEMNITY

(a) Indemnification. Each party (the "**Indemnifying Party**") agrees to defend, indemnify and hold harmless the other party and the other party's officers, directors, shareholders, members, managers, employees, representatives, mortgagees and agents (collectively the "**Indemnified Party**") against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including reasonable lawyers' fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Site; (ii) any negligent or intentional act or omission on the part of the Indemnifying Party; or (iii) any breach of this Lease by the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. This indemnification shall survive the termination of this Lease.

(b) No Consequential Damages. Despite any provision in this Lease to the contrary, neither Tenant nor Landlord shall be liable to the other for incidental, consequential, special, punitive or indirect damages, including without limitation, loss of use, loss of profits, cost of capital or increased operating costs, arising out of this Lease whether by reason of

contract, indemnity, strict liability, negligence, intentional conduct, breach of warranty or from breach of this Lease. The foregoing provision shall not prohibit Tenant or Landlord from seeking and obtaining general contract damages for a breach of this Lease.

14. ASSIGNMENT AND SUBLETTING; PROTECTION FOR LENDERS

(a) Neither party shall have the right to assign any of its rights, duties or obligations under this Lease without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. Despite the foregoing, Tenant or its successors or assigns or sublessees may, without securing Landlord's consent, assign any of its rights, duties or obligations under this Lease, provided that any such assignee agrees in writing to be bound by the terms and conditions of this Lease and such assignment is: (i) to one or more of Tenant's Affiliates; (ii) to any present or future purchaser or lessee of the Generating Facility and/or the power generated by the Generating Facility; (iii) to any person or entity succeeding to all or substantially all of the assets of Tenant; (iv) to a successor entity in a merger or acquisition transaction; or (v) to one or more lenders (a "Lender") (whether they are Affiliates of or third parties to Tenant) in connection with a financing (including a tax equity financing or a financing by sale-and-leaseback). With respect to the provisions of this Article 14, Landlord shall only be required to give any notice to or obtain any consents from any Lender for whom Tenant has previously provided Landlord written notice and contact information. Tenant shall notify Landlord of any assignment of its rights, duties or obligations under this Lease. Following any such assignment in subsections (i) through (iv) above, the assigning Tenant shall be released from any obligations arising under this Lease from and after the date of such assignment.

(b) Tenant and its successors and assigns may, at any time and from time to time, without securing Landlord's consent, sublease or grant sub-easements with respect to any or all of Tenant's right, title and interest in this Lease to any person or entity. With respect to any such sublease or sub-easement: (i) the term thereof shall not extend beyond the term of this Lease; (ii) such sublease or sub-easement shall be expressly made subject to all of the terms and conditions of this Lease; and (iii) no such sublease or sub-easement shall be effective unless in writing. Landlord agrees to enter into a non-disturbance and attornment agreement with any sublessee or holder of a sub-easement in a form reasonably approved by Landlord.

(c) With respect to an assignment pursuant to clause (v) of Section 13(a), Landlord acknowledges and agrees that, upon receipt of written direction by a Lender, and despite any instructions to the contrary from Tenant, Landlord will recognize: Lender (or any third party to whom Lender has further assigned the rights of Tenant under this Lease), as the proper and lawful Tenant under this Lease of the Site with all of the rights and obligations of Tenant under this Lease so long as Lender (or its assignee) performs the obligations of Tenant under this Lease; and, Lender's leasehold mortgage or other security from Tenant and Lender's rights to realize under such security.

(d) Landlord and Tenant agree as follows with respect to Lenders:

(i) They will not cancel, modify or terminate this Lease without the prior written consent of each of the Lenders.

(ii) Landlord agrees to notify Lender in writing (at the address of Lender provided by Tenant or at such alternate address previously designated by Lender upon not less than five (5) Business Days' written notice to Landlord prior to any notice by Landlord hereunder) of any act or event of default of Tenant under the Lease of which Landlord has knowledge that would entitle Landlord to cancel, terminate, annul or modify the Lease or dispossess or evict Tenant from the Site or otherwise proceed with enforcement remedies against Tenant. Lender shall have the same amount of time as Tenant to cure any default by Tenant under the Lease, plus an additional ten (10) days with respect to any monetary default and an additional thirty (30) days with respect to any non-monetary default; provided however such thirty (30) day period shall be extended for the time reasonably required by Lender to complete such cure as long as Lender has commenced such cure and works diligently towards completing it, and Landlord shall accept such performance as if such performance was done by Tenant itself, provided that in no event shall Lender be obligated to cure any such default.

(iii) If within such thirty (30) day period a Lender notifies Landlord that it must foreclose on Tenant's interest or otherwise take possession of Tenant's interest under this Lease in order to cure the default, Landlord shall not terminate this Lease and shall permit such Lender a sufficient period of time as may be reasonably necessary for such Lender, with the exercise of due diligence, to foreclose or acquire Tenant's interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Tenant. Upon the sale or other transfer of any interest in the rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

(iv) In case of the termination of this Lease as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for Tenant, Landlord shall, upon written request of the first priority Lender, made within forty (40) days after notice to such Lender, enter into a new lease with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new lease shall be effective as of the date of the termination of this Lease by reason of default by Tenant, and shall be for a term equal to the remainder of the Term of this Lease and upon the same terms, covenants, conditions and agreements as contained in this Lease. Upon the execution of any such new lease, the Lender shall (a) pay Landlord any amounts which are due Landlord from Tenant, (b) pay Landlord any and all amounts which would have been due under this Lease (had this Lease not been terminated) from the date of the termination of this Lease to the date of the new lease, and (c) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Lease to be performed by Tenant, including but not limited to the agreement for indemnification, to the extent that Tenant failed to perform the same prior to the execution and delivery of the new lease.

(v) Landlord waives any lien it may have, by operation of law or otherwise, in and to the Generating Facility or to any personal property of Tenant. The foregoing waiver shall not apply to any lien on the Generating Facility which Landlord may otherwise have by operation of law arising from Tenant's failure to pay rent after the receipt of notice and the expiration of the cure period set forth in Article 15 below. Landlord further agrees to notify any purchaser of the Property, and any subsequent mortgagee or other encumbrance holder, of the existence of the foregoing waiver of Landlord's lien, which shall be binding upon the executors,

administrators, successors and transferees of Landlord, and shall inure to the benefit of the successors and assigns of Lender.

(vi) Landlord consents to Lender's security interest in the Generating Facility and waives all right of distraint or seizure for rent and all claims and demands of every kind against the Generating Facility, such waiver to continue so long as any sum remains owing from Tenant to the Lender. Landlord agrees that the Generating Facility shall not be subject to distraint or execution by, or to any claim of, Landlord.

(vii) Landlord hereby irrevocably agrees and consents to refrain from taking any action to bar, restrain or otherwise prevent a Lender from the Site for the purpose of inspecting the Generating Facility.

(viii) At the request of Lender, Landlord shall enter into an agreement with Lender providing for the matters set out above in this Sections 13 (a) to (d), inclusive, affecting Lender, on terms satisfactory to Lender, Landlord and Tenant, each acting reasonably.

15. EVENTS OF DEFAULT

Each of the following shall constitute an event of default, which shall permit the non-defaulting party to pursue such remedies as may be available at law or equity (subject to Section 12(b) and Article 13):

(a) any failure by Tenant to pay any rent pursuant to Article 4 when due hereunder if the failure to pay continues for thirty (30) days after receipt of written notice from Landlord; or

(b) any other material breach of this Lease by either party that continues for thirty (30) days after written notice of default from the non-defaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect cure as long as the defaulting party is making diligent efforts to cure during that time.

16. CASUALTY AND CONDEMNATION

(a) In the event of damage by fire or other casualty to the Site that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Tenant's operations at the Site for more than forty-five (45) days, then Tenant may, at any time following such fire or other casualty, provided Landlord has not completed the restoration required to permit Tenant to resume its operation at the Site, terminate this Lease upon fifteen (15) days prior written notice to Landlord. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Tenant's use of the Site is impaired.

(b) Should title or possession of all of the Site be taken in condemnation proceedings by a government agency, governmental body or private party under the exercise of the right of eminent domain, or should a partial taking render the remaining portion of the Site wholly unsuitable for Tenant's use, then this Lease shall terminate upon such vesting of title or taking of possession. In the event of condemnation of only a portion of the subject Site, Tenant shall have the right to terminate this Lease upon written notice to Landlord. Also, Tenant or Tenant's designee or assignee shall have the right to participate in any settlement discussions involving Landlord and the condemning authority. Landlord shall receive all condemnation payments except that Tenant is entitled to any amount awarded to compensate for: 1) the removal or relocation of the Generating Facility; 2) loss or damage to any portion of the Generating Facility which Tenant cannot remove or is required not to remove; and 3) loss of use or value of this Lease.

17. HAZARDOUS MATERIALS

(a) Compliance. During the term of this Lease, the parties shall comply with all Environmental Laws.

(b) Notice. Neither party shall introduce or use any Hazardous Material on, in, or under the Site in violation of any applicable Environmental Law. Notwithstanding the foregoing, Tenant may keep on or about the Site quantities of any Hazardous Material that is used in the ordinary, customary and lawful construction, operation and maintenance of the Generating Facility. If either party becomes aware of any spillage, discharge, release or disposal of Hazardous Material onto or within the Property which by law must be reported to any federal, state or local agency, such party shall promptly provide telephonic notice to the other party of the type and location of such materials, and shall promptly confirm telephonic notice in writing.

(c) Tenant Hazardous Material Indemnity. Tenant shall be responsible for and shall indemnify, protect, defend and hold harmless Landlord and Landlord's employees, officers, agents, contractors and invitees (collectively, the "**Landlord's Parties**") from any and all liability, damages, injuries, causes of action, claims, judgments, costs, penalties, fines, losses, and expenses which arise at any time and which result directly from Tenant's or Tenant's Parties' (defined below) receipt, handling, use, storage, transportation, generation, discharge, release and disposal of Hazardous Material in violation of any applicable Environmental Law in, on, under or about the Property (excluding all Hazardous Material existing in, on, under or about the Property prior to Tenant's or Tenant's Parties' entry under this Lease, which shall be the sole responsibility of Landlord).

(d) Landlord Hazardous Material Indemnity. Landlord shall be responsible for and shall indemnify, protect, defend and hold harmless Tenant and Tenant's employees, officers, agents, contractors and invitees (collectively, the "**Tenant's Parties**") from any and all liability, damages, injuries, causes of action, claims, judgments, costs, penalties, fines, losses and expenses which arise at any time and which result directly from Landlord's or Landlord's Parties' receipt, handling, use, storage, transportation, generation, discharge, release and disposal of Hazardous Material in violation of any applicable Environmental Law in, on, under or about the Property (including all Hazardous Material existing in, on, under or about the Property prior to Tenant's or Tenant's Parties' entry onto the Property under this Lease).

(e) Survive Expiration. Tenant's and Landlord's obligations under this Section 16 shall survive the expiration or earlier termination of this Lease.

18. PRIOR AGREEMENT

As of the Effective Date, Landlord and Tenant agree and acknowledge that this Lease shall replace the Prior Agreement. Except as provided in Section 3(a) above and the provisions in the Prior Agreement that expressly survive the termination of the same, as of the Effective Date, the Prior Agreement shall be of no further force or effect. Landlord and Tenant agree to execute and deliver any documents required to remove the Prior Agreement from the title to the Site. Landlord further agrees to execute and deliver any documents required to remove the Site and this Lease from being subject to the terms of that certain Master Solar Power and Purchase and Sale Agreement dated October 11, 2011 between Landlord and PsomasFMG, LLC, a Delaware limited liability company.

19. MISCELLANEOUS

(a) Governing Law. This Lease will be governed by and construed in accordance with the laws of the State of California.

(b) Jurisdiction. Each party agrees: (i) that any action or proceeding relating to this Lease may (but need not) be brought in any court of competent jurisdiction in the State of California, and for that purpose now irrevocably and unconditionally submits to the jurisdiction of such court in the State of California; (ii) that it irrevocably waives any right to, and will not, oppose any such action or proceeding in the State of California on any jurisdictional basis, including *forum non conveniens*; and (iii) not to oppose the enforcement against it in any other jurisdiction of any judgment or order duly obtained from a court of the State of California as contemplated by this Section 17(b).

(c) No Representation. Tenant makes no representation, warranty or promise with respect to Tenant's ability to successfully develop and install the Generating Facility on the Property, or the likelihood that the Generating Facility will generate sufficient electricity, or that any purchase or sales agreement for such electricity will provide adequate revenues. Landlord acknowledges that: the operation of the Generating Facility is subject to adverse weather, lack of solar resource, equipment failures and other events beyond the control of Tenant that may interrupt or prevent electricity generation; and, revenue from electricity generated may also be affected by the terms of any relevant purchase or sale agreement and performance by any buyer.

(d) Notices. Any notice or communication required or permitted under this Lease shall be given in writing, sent by (a) personal delivery delivered by a representative of the party giving such notice, or (b) overnight delivery by recognized overnight courier, or (c) fax, addressed as follows:

If to Tenant: PsomasFMG Lancaster Solar Crest, LLC
c/o Centaurus Renewable Energy LLC
2800 Post Oak Boulevard

Houston, Texas 77005
Attn: Keith Holst

If to Landlord: Lancaster Power Authority
44933 Fern Avenue
Lancaster, CA 93534
Attention: Mark Bozigian
Fax: (661) 723-6141

or to such other address or to the attention of such other person as hereafter shall be designated in writing by the applicable party sent in accordance with this Section. Any such notice or communication shall be deemed to have been delivered: if by personal delivery, when actually received by the addressee or a representative of the addressee at the address provided above; if by overnight courier, on the next Business Day after transmission, or, if by fax, upon electronic confirmation of receipt by the receiving fax machine.

(e) Publicity. Except as otherwise required by law, government regulations or the requirements of any securities exchange, each party shall use good faith efforts to consult with the other party with respect to the substance and timing of any proposed public comment or written statement pertaining to this Lease or the Generating Facility.

(f) Memorandum. Landlord and Tenant agree to execute, acknowledge and deliver a short form memorandum of this Lease for recording purposes.

(g) Severability. If any clause, provision or section of this Lease is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions herein.

(h) Entire Agreement. This Lease constitutes the entire agreement between the parties pertaining to the subject matter of this Lease and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, warranties, representations or other agreements between the parties in connection with the subject matter of this Lease (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Lease.

(i) Counterparts and Fax or Email/Pdf. This Lease may be executed in counterpart or by fax, or by emailing .pdf or other compressed digital files, or any combination of the foregoing. All counterparts together shall constitute one and the same Lease.

(j) Amendments. No amendment or modification of this Lease shall be binding unless in writing and duly executed by both parties.

(k) Further Assurances. Each of the parties shall from time to time do all such further acts and execute and deliver all such further documents as shall be reasonably required in order to fully perform and carry out the terms, intent and purposes of this Lease.

(l) Estoppel Certificates. Either party, without charge, at any time and from time to time, within ten (10) Business Days after receipt of written request by the other party to

this Lease, shall deliver a written certificate, duly executed, certifying to such requesting party (or any other Person specified by such requesting party):

(i) that this Lease is unmodified and in full force and effect, or if it has been modified, that the Lease is in full force and effect as so modified, and identifying any such modification;

(ii) whether, to the knowledge of such party, there are then existing any offsets or defenses in favor of such party against the enforcement of any of the terms, covenants and conditions of this Lease and, if so, specifying them, and also whether, to the knowledge of such party, the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and, if not, specifying them;

(iii) the dates to which rent and all other charges under this Lease have been paid; and

(iv) such other information or statements regarding the status of this Lease as may be reasonably requested by a party or a party's lender.

Any such certificate given under this Lease may be relied upon by the recipient of it, except to the extent the recipient has actual knowledge of facts contrary to those contained in the certificate.

(m) Registration. Landlord consents to and hereby appoints Tenant as its attorney in fact for the purpose of registering a short-form or memorandum of this Lease in the applicable land registry office where the Site is located. Tenant shall be entitled to, and is hereby authorized to, file one or more financing statements or notices of security interest in such jurisdictions as it deems appropriate with respect to the Generating Facility in order to protect its rights in the Generating Facility or in connection with the grant of a security interest in the Generating Facility to any Lender. Landlord agrees to execute a short-form or memorandum of this Lease upon request by Tenant.

(n) Unavoidable Delay. If either party to this Lease shall be unable to perform any of the terms, obligations, or conditions contained in this Lease due to Unavoidable Delay, then such party shall be deemed not to be in default under the Lease for the period of such delay and the time for the performance of any such term, obligation or condition shall be extended for the period of such delay. However, despite anything contained in this Lease to the contrary, nothing in this subsection shall relieve Tenant from payment of rent as required in this Lease and insolvency or lack of funds shall not relieve any party to this Lease from fulfillment of any obligation arising from any part of this Lease.

[Signatures on following page]

[Remainder of page intentionally left blank]

IN WITNESS OF WHICH, the parties have executed and delivered this Lease as of the date first set out above.

LANDLORD

Lancaster Power Authority, a joint powers authority

By: _____
Name:
Title:

TENANT

PsomasFMG Lancaster Solar Crest, LLC, a Delaware limited liability company

By: _____
Name:
Title:

Exhibits:

- A – Property
- B - Site

Schedules:

- 7A – Permitted Liens
- 7B - Hazardous Materials

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

3107-010-901: Parcel 1 of Tract No. 24889 in the City of Lancaster, County of Los Angeles, State of California, Recorded in Map Book 861 Page 31 in the office of said County

3107-024-900: The South 5 Acres Of the East 10 Acres of the North ¼ of the West ½ of Lot 1 in the NW ¼ of Section 6, T7N, R12W, SBM

3107-024-901: The North ¼ of the East ½ of the SE ¼ of Lot 1 in the NW ¼ of Section 6, T7N, R12W, SBM

3110-001-907: That portion of the West ½ of the West ½ of the NW ¼ of the NW ¼ of Section 26 T7N, R13W SBM, EXCEPT the Southerly 100 feet of said West ½

3114-012-904: The North ¼ of the NW ¼ of Section 8, T7N, R12W, SBM EXCEPT the Westerly 2,320 feet of said North ¼

3118-005-900: The East ½, of the West ½, of the West ½, of the North ¼, of the North ¼, of Lot 1 of the NW ¼ of Section 4, T 7N, R12W, SBM

3118-005-901: The West ½, of the West ½, of the West ½, of the South ¼, of the North ¼, of Lot 1 of the NW ¼ of Section 4, T7N, R12W, SBM.

3118-005-904: The East ½, of the East ½, of the West ½, of the North ¼, of the North ¼, of Lot 2 of the NW ¼ of Section 4, T7N, R12W, SBM.

3118-005-905: The West ½ of the East ½ of the NW ¼, of the NW ¼ Lot 2 of Section 4, T7N, R12W, SBM

3126-031-901: Lot 23 of Tract No. 32548, in the City of Lancaster, County of Los Angeles, State of California, as per Map filed in Book 968, Pages 1 through 5, inclusive of maps, in the office of the County Recorder of said County,

EXCEPT the following portion of said Lot 21

Beginning at the SW Corner of said Lot 21, Thence along the property lines of said Lot N0°11'47"W, 310 feet, Thence 89°52'56"E, 355 feet; Thence N0°11'47"W, 187.10 feet, Thence N89°52'56"E, 257.25 feet. Thence leaving said property lines, S0°17'08"E, 497.65 feet to the Southerly line of said Lot; Thence S89°52'56"W, 612.02 feet to the Point of Beginning

3126-031-902: That Portion of Lot 23 of Tract No. 32548, in the City of Lancaster, County of Los Angeles, State of California, as per Map filed in Book 968, Pages 1 through 5, inclusive of maps, in the office of the County Recorder of said County, more particularly described as follows:

Beginning at the SW Corner of said Lot 21, Thence along the property lines of said Lot N0°11'47"W, 310 feet; Thence 89°52'56"E, 355 feet; Thence N0°11'47"W, 187.10 feet, Thence N89°52'56"E, 257.25 feet; Thence leaving said property lines, S0°17'08"E, 497.65 feet to the Southerly line of said Lot; Thence S89°52'56"W, 612.02 feet to the Point of Beginning

3137-008-900: The West ¼ of the SW ¼ of the SW ¼ Of SE ¼ AND The West ¼ of the West ¼ of the East ¼ of the SW ¼ of the SW ¼ of SE ¼ Of Section 3, T7N, R12W, SBM

3170-008-901: The Westerly 860 feet of the South half of the SE ¼ of Section 30, T7N, R11W, SBM.

3170-008-907: That Portion of the SE ¼ of the SW ¼ of Section 30, T7N, R11W, SBM, described as follows:

Beginning at the South ¼ corner of Section 30, thence S89°21'39"W along the southerly line of said SE ¼, 1336.44 feet to the SW corner of said SE ¼; thence N00°29'10"W along the westerly line of said SE ¼, 605.97 feet; thence leaving said line, N89°26'00"E 422.45 feet; thence S00°34'00"E 110.00 feet; thence N89°26'00"E 170.78 feet; thence S00°34'00"E 10.64 feet; thence N89°26'00"E 104.70 feet; thence S00°34'00"E 141.36 feet; thence N89°26'00"E 427.00 feet; thence N00°34'00"W 99.36 feet to the Beginning of a Tangent Curve concave to the SW having a radius of 13.00 feet; thence northwesterly along the arc of said curve 20.42 feet through a Central Angle of 90°00'00"; thence N00°24'00"W 58.00 feet; thence N89°41'18"E 72.00 feet; thence N89°26'00"E 160.79 feet to the East line of said ¼ corner; thence S00°33'00"E along the easterly line of said SE ¼, 512.30 feet to the Point of Beginning.

3170-008-908: That Portion of the SE ¼ of the SW ¼ of Section 30, T7N, R11W, SBM, EXCEPT the following described Portion:

Beginning at the South ¼ corner of Section 30, thence S89°21'39"W along the southerly line of said SE ¼, 1336.44 feet to the SW corner of said SE ¼; thence N00°29'10"W along the westerly line of said SE ¼, 605.97 feet; thence leaving said line, N89°26'00"E 422.45 feet; thence S00°34'00"E 110.00 feet; thence N89°26'00"E 170.78 feet; thence S00°34'00"E 10.64 feet; thence N89°26'00"E 104.70 feet; thence S00°34'00"E 141.36 feet; thence N89°26'00"E 427.00 feet; thence N00°34'00"W 99.36 feet to the Beginning of a Tangent Curve concave to the SW having a radius of 13.00 feet; thence northwesterly along the arc of said curve 20.42 feet through a Central Angle of 90°00'00"; thence N00°24'00"W 58.00 feet; thence N89°41'18"E 72.00 feet; thence N89°26'00"E 160.79 feet to the East line of said ¼ corner; thence S00°33'00"E along the easterly line of said SE ¼, 512.30 feet to the Point of Beginning.

3170-008-909: Parcel 3 of Parcel Map 22061 in the City of Lancaster, County of Los Angeles, State of California, recorded in Parcel Map Book 239 pages 28 and 29 of the office of the recorder of said county.

3170-008-910: Parcel 4 of Parcel Map 22061 in the City of Lancaster, County of Los Angeles, State of California, recorded in Parcel Map Book 239 pages 28 and 29 of the office of the recorder of said county.

EXHIBIT B

LEGAL DESCRIPTION OF THE SITE

Real property in the City of Lancaster, County of Los Angeles, State of California, described as follows:

PARCEL 4 OF PARCEL MAP 22061, IN THE CITY OF LANCASTER, AS PER MAP FILED IN BOOK 239 PAGES 28 AND 29 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ONE-QUARTER OF THE OIL RIGHTS AND MINERAL RIGHTS AS CONTAINED IN THE DEED FROM EMMA VAN ALYSTYNE, RECORDED IN BOOK 4644 PAGE 60, OFFICIAL RECORDS, AS TO PARCEL 1 AND A PORTION OF PARCEL 4.

ALSO EXCEPT THEREFROM ONE-QUARTER OF THE OIL RIGHTS AND MINERAL RIGHTS AS CONTAINED IN THE DEED FROM BLANCHE SCHAW RECORDED IN BOOK 9982 PAGE 235, OFFICIAL RECORDS, AS TO PARCELS 2 AND 3 AND A PORTION OF PARCEL 4.

APN: 3170-008-910

Comprising ± 29.58 acres

**EXHIBIT B
(continued)**

DEPICTION OF THE SITE

[See attached]

SCHEDULE 7A

Permitted Liens

[to follow]

SCHEDULE 7B
Hazardous Materials

None.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

PsomasFMG Lancaster Solar Crest, LLC
c/o Centaurus Renewable Energy LLC
2800 Post Oak Boulevard
Houston, Texas 77005
Attn: Keith Holst

(Space above this line for Recorder's use.)

MEMORANDUM OF PROPERTY LEASE

This MEMORANDUM OF PROPERTY LEASE ("Memorandum") is made this ___ day of _____, 2014, between City of Lancaster, a municipal corporation ("Landlord"), and Lancaster Power Authority, a joint powers authority under the laws of California ("Tenant").

1. Landlord and Tenant have entered into that certain Property Lease dated December 13, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, "Lease"). The initial term of the Lease is twenty (20) years commencing on the date of commercial operation of the Renewable Generating Facility (as such term is defined in the Lease), but in no event shall the term extend beyond 35 years without the mutual agreement of Landlord and Tenant.

2. Pursuant to the Lease, Landlord has leased to Tenant certain real property in Los Angeles County, California, including all improvements thereon, as such property is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

3. The terms, covenants and provisions of the Lease, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

This Memorandum does not constitute the Lease and is only an abbreviated form containing a summary of only a few of the terms thereof. In the event that there is any inconsistency between this Memorandum and the Lease, the terms of the Lease shall prevail over the terms of this Memorandum.

IN WITNESS WHEREOF Landlord and Tenant have caused this Memorandum to be duly executed on the date first written hereinabove.

LANDLORD: **City of Lancaster,
a municipal corporation**

By: _____

Name: _____

Its: _____

Date: _____

TENANT: **Lancaster Power Authority,
a joint powers authority**

By: _____

Name: _____

Its: _____

Date: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 20__, before me, _____, personally
appeared _____ who proved to me on the basis of satisfactory evidence to be the
person whose name is subscribed to the within instrument and acknowledged to me that she
executed the same in her authorized capacity, and that by her signature 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.

Notary Public

(Seal)

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 20__, before me, _____, personally
appeared _____, who proved to me on the basis of satisfactory evidence
to be the person whose name is subscribed to the within instrument and acknowledged to me that
she/he executed the same in her/his authorized capacity, and that by her/his signature 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.

Notary Public

(Seal)

EXHIBIT "A"

(LEGAL DESCRIPTION OF PROPERTY)

3107-010-901: Parcel 1 of Tract No. 24889 in the City of Lancaster, County of Los Angeles, State of California, Recorded in Map Book 661 Page 31 in the office of said County

3107-024-900: The South 5 Acres Of the East 10 Acres of the North ½ of the West ½ of Lot 1 in the NW ¼ of Section 6, T7N, R12W, SBM

3107-024-901: The North ½ of the East ½ of the SE ¼ of Lot 1 in the NW ¼ of Section 6, T7N, R12W, SBM

3110-001-907: That portion of the West ½ of the West ½ of the NW ¼ of the NW ¼ of Section 25 T7N, R13W SBM, EXCEPT the Southerly 100 feet of said West ½

3114-012-904: The North ½ of the NW ¼ of Section 8, T7N, R12W, SBM EXCEPT the Westerly 2,320 feet of said North ½

3118-006-900: The East ½, of the West ½, of the West ½, of the North ½, of the North ½, of Lot 1 of the NW ¼ of Section 4, T 7N, R12W, SBM

3118-006-901: The West ½, of the West ½, of the West ½, of the South ½, of the North ½, of Lot 1 of the NW ¼ of Section 4, T7N, R12W, SBM.

3118-006-904: The East ½, of the East ½, of the West ½, of the North ½, of the North ½, of Lot 2 of the NW ¼ of Section 4, T7N, R12W, SBM.

3118-006-905: The West ½ of the East ½ of the NW ¼, of the NW ¼ Lot 2 of Section 4, T7N, R12W, SBM

3126-031-901: Lot 23 of Tract No. 32548, in the City of Lancaster, County of Los Angeles, State of California, as per Map filed in Book 968, Pages 1 through 6, inclusive of maps, in the office of the County Recorder of said County,

EXCEPT the following portion of said Lot 21

Beginning at the SW Corner of said Lot 21, Thence along the property lines of said Lot N0°11'47"W, 310 feet; Thence 89°52'56"E, 355 feet; Thence N0°11'47"W, 187.10 feet; Thence N89°52'56"E, 257.25 feet; Thence leaving said property lines, S0°17'06"E, 497.65 feet to the Southerly line of said Lot; Thence S89°52'56"W, 612.02 feet to the Point of Beginning

3126-031-902: That Portion of Lot 23 of Tract No. 32548, in the City of Lancaster, County of Los Angeles, State of California, as per Map filed in Book 968, Pages 1 through 6, inclusive of maps, in the office of the County Recorder of said County, more particularly described as follows:

Beginning at the SW Corner of said Lot 21, Thence along the property lines of said Lot N0°11'47"W, 310 feet; Thence 89°52'56"E, 355 feet; Thence N0°11'47"W, 187.10 feet; Thence N89°52'56"E, 257.25 feet; Thence leaving said property lines, S0°17'06"E, 497.65 feet to the Southerly line of said Lot; Thence S89°52'56"W, 612.02 feet to the Point of Beginning

Exhibit "A"

3137-008-900: The West ½ of the SW ¼ of the SW ¼ Of SE ¼ AND The West ½ of the West ½ of the East ½ of the SW ¼ of the SW ¼ of SE ¼ Of Section 3, T7N, R12W, SBM

3170-008-901: The Westerly 650 feet of the South half of the SE ¼ of Section 30, T7N, R11W, SBM.

3170-008-907: That Portion of the SE ¼ of the SW ¼ of Section 30, T7N, R11W, SBM, described as follows:

Beginning at the South ¼ corner of Section 30, thence S89°21'39"W along the southerly line of said SE ¼, 1336.44 feet to the SW corner of said SE ¼; thence N00°29'10"W along the westerly line of said SE ¼, 605.97 feet; thence leaving said line, N89°26'00"E 422.45 feet; thence S00°34'00"E 110.00 feet; thence N89°25'00"E 170.78 feet; thence S00°34'00"E 10.64 feet; thence N89°26'00"E 104.70 feet; thence S00°34'00"E 141.36 feet; thence N89°26'00"E 427.00 feet; thence N00°34'00"W 99.36 feet to the Beginning of a Tangent Curve concave to the SW having a radius of 13.00 feet; thence northwesterly along the arc of said curve 20.42 feet through a Central Angle of 90°00'00"; thence N00°24'00"W 58.00 feet; thence N89°41'18"E 72.00 feet; thence N89°26'00"E 160.79 feet to the East line of said ¼ corner; thence S00°33'06"E along the easterly line of said SE ¼, 512.30 feet to the Point of Beginning.

3170-008-908: That Portion of the SE ¼ of the SW ¼ of Section 30, T7N, R11W, SBM, EXCEPT the following described Portion:

Beginning at the South ¼ corner of Section 30, thence S89°21'38"W along the southerly line of said SE ¼, 1336.44 feet to the SW corner of said SE ¼; thence N00°29'10"W along the westerly line of said SE ¼, 605.97 feet; thence leaving said line, N89°26'00"E 422.45 feet; thence S00°34'00"E 110.00 feet; thence N89°25'00"E 170.78 feet; thence S00°34'00"E 10.64 feet; thence N89°26'00"E 104.70 feet; thence S00°34'00"E 141.36 feet; thence N89°26'00"E 427.00 feet; thence N00°34'00"W 99.36 feet to the Beginning of a Tangent Curve concave to the SW having a radius of 13.00 feet; thence northwesterly along the arc of said curve 20.42 feet through a Central Angle of 90°00'00"; thence N00°24'00"W 58.00 feet; thence N89°41'18"E 72.00 feet; thence N89°26'00"E 160.79 feet to the East line of said ¼ corner; thence S00°33'06"E along the easterly line of said SE ¼, 512.30 feet to the Point of Beginning.

3170-008-909: Parcel 3 of Parcel Map 22061 in the City of Lancaster, County of Los Angeles, State of California, recorded in Parcel Map Book 239 pages 28 and 29 of the office of the recorder of said county.

3170-008-910: Parcel 4 of Parcel Map 22061 in the City of Lancaster, County of Los Angeles, State of California, recorded in Parcel Map Book 239 pages 28 and 29 of the office of the recorder of said county.

Exhibit "A"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

PsomasFMG Lancaster Solar Crest, LLC
c/o Centaurus Renewable Energy LLC
2800 Post Oak Boulevard
Houston, Texas 77005
Attn: Keith Holst

(Space above this line for Recorder's use.)

MEMORANDUM OF SOLAR ENERGY SITE LEASE AGREEMENT

This MEMORANDUM OF SOLAR ENERGY SITE LEASE AGREEMENT ("Memorandum") is made this ___ day of _____, 2014, between Lancaster Power Authority, a joint powers authority under the laws of California ("Landlord"), and PsomasFMG Lancaster Solar Crest, LLC, a Delaware limited liability company ("Tenant").

1. Landlord and Tenant have entered into that certain Solar Energy Site Lease Agreement dated _____, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, "Lease"). The initial term of the Lease is twenty (20) years commencing on the date of commercial operation of the Generating Facility (as such term is defined in the Lease), but in no event shall the term extend beyond 34 years and eleven (11) months without the mutual agreement of Landlord and Tenant.

2. Pursuant to the Lease, Landlord has leased to Tenant the entirety of that certain real property in Los Angeles County, California, including all improvements thereon, commonly referred to as Assessor's Parcel Number 3170-008-910, as such property is more particularly described and depicted in Exhibit "A" attached hereto for the installation, operation, and maintenance of a solar facility.

3. The terms, covenants and provisions of the Lease, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

This Memorandum does not constitute the Lease and is only an abbreviated form containing a summary of only a few of the terms thereof. In the event that there is any inconsistency between this Memorandum and the Lease, the terms of the Lease shall prevail over the terms of this Memorandum.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum to be duly executed on the date first written hereinabove.

LANDLORD

Lancaster Power Authority, a joint powers authority

By: _____
Name:
Title:

TENANT

PsomasFMG Lancaster Solar Crest, LLC, a Delaware limited liability company

By: _____
Name:
Title:

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 20__, before me, _____, personally
appeared _____, who proved to me on the basis of satisfactory evidence
to be the person whose name is subscribed to the within instrument and acknowledged to me that
she/he executed the same in her/his authorized capacity, and that by her/his signature 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.

Notary Public

(Seal)

EXHIBIT "A"

(LEGAL DESCRIPTION OF PROPERTY)

Real property in the City of Lancaster, County of Los Angeles, State of California, described as follows:

PARCEL 4 OF PARCEL MAP 22061, IN THE CITY OF LANCASTER, AS PER MAP FILED IN BOOK 239 PAGES 28 AND 29 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ONE-QUARTER OF THE OIL RIGHTS AND MINERAL RIGHTS AS CONTAINED IN THE DEED FROM EMMA VAN ALYSTYNE, RECORDED IN BOOK 4644 PAGE 60, OFFICIAL RECORDS, AS TO PARCEL 1 AND A PORTION OF PARCEL 4.

ALSO EXCEPT THEREFROM ONE-QUARTER OF THE OIL RIGHTS AND MINERAL RIGHTS AS CONTAINED IN THE DEED FROM BLANCHE SCHAW RECORDED IN BOOK 9982 PAGE 235, OFFICIAL RECORDS, AS TO PARCELS 2 AND 3 AND A PORTION OF PARCEL 4.

APN: 3170-008-910

Exhibit "A"

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

PsomasFMG Lancaster Solar Crest, LLC
c/o Centaurus Renewable Energy LLC
2800 Post Oak Boulevard
Houston, Texas 77005
Attn: Keith Holst

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

APNs: 3170-008-009 and 3170-008-010

AGREEMENT TO TERMINATE OPTION AGREEMENT

THIS AGREEMENT TO TERMINATE OPTION AGREEMENT (this "Termination Agreement") is made as of this ___ day of March, 2014, by and between Lancaster Power Authority, a joint powers authority under the laws of California, with a mailing address of 44933 Fern Avenue, Lancaster, California 93534 ("Landlord"), and PsomasFMG Lancaster Solar Crest, LLC, a Delaware limited liability company with a mailing address of Centaurus Capital LP, 2800 Post Oak Boulevard, Houston, Texas 77005, Attn: Keith Holst ("Tenant"), with respect to that certain Option Agreement dated December 13, 2011, as amended by that certain Amendment No. 1 to the Option to Lease Agreement/Ground Lease dated May 15, 2012, that certain Amendment No. 2 to the Option to Lease Agreement/Ground Lease dated February 12, 2013, and that certain Amendment No. 3 to the Option to Lease Agreement/Ground Lease dated December 10, 2013 (collectively, the "Option Agreement") between Landlord and Tenant (as successor by assignment to PsomasFMG, LLC, a Delaware limited liability company), which was memorialized by that certain Memorandum of Lease Option dated June 4, 2012, which was recorded in the Official Records of Los Angeles County, California as Instrument No. 20121115637 on July 27, 2012 and re-recorded in the Official Records of Los Angeles County, California as Instrument No. 20131607114 on November 12, 2013.

RECITALS:

A. Tenant and Landlord entered into the Option Agreement in order to document Tenant's option to sublease certain real property leased by Landlord; and

B. Tenant and Landlord desire and agree to terminate the Option Agreement pursuant to and in accordance with the terms of this Termination Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises, and for other good and valuable consideration the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. Termination of Agreement. The Option Agreement shall be terminated effective upon the recording of this Termination Agreement and, upon such termination, the Option Agreement shall have no further force or effect, and the rights and obligations of the parties thereunder will cease and terminate.

2. Counterparts. This Termination Agreement may be signed in counterparts, each of which shall be an original, but all of which shall constitute but one and the same agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Termination Agreement as of the date written above.

LANDLORD

Lancaster Power Authority,
a joint powers authority

By: _____

Name: _____

Title: _____

State of CALIFORNIA)
)
County of _____)

On March____, 2014, 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 _____ (Seal)

TENANT

PsomasFMG Lancaster Solar Crest, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

State of Texas
County of _____

Before me, _____, on this day personally appeared
_____, known to me (or proved to me on the oath of
_____ or through (description of identity card or other
document)) to be the person whose name is subscribed to the foregoing
instrument and acknowledged to me that he executed the same for the
purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____,
2014.

Notary Public's Signature

(Personalized Seal)

**MASTER SOLAR PURCHASE AND SALE AGREEMENT TERMINATION
AGREEMENT**

**THIS MASTER SOLAR PURCHASE AND SALE AGREEMENT
TERMINATION AGREEMENT** (this "Agreement") is made as of this _____ day of March, 2014, by and between Lancaster Power Authority, a joint powers authority under the laws of California, with a mailing address of 44933 Fern Avenue, Lancaster, California 93534 ("LPA"), and PsomasFMG, LLC, a Delaware limited liability company with a mailing address of 7777 Center Drive, Suite 200, Huntington Beach, California 92467 ("PsomasFMG").

RECITALS

A. LPA and PsomasFMG are parties to that certain Master Solar Power Purchase and Sale Agreement dated October 11, 2011 (the "Master Agreement") pursuant to which PsomasFMG was to sell to LPA and LPA was to purchase from PsomasFMG all electricity produced by PsomasFMG's renewable solar energy facility located on certain real property in Los Angeles County, California, commonly referred to as Assessor's Parcel Number 3170-008-910 as such property is more particularly described in the Master Agreement ("Property").

B. LPA and PsomasFMG mutually agree to terminate the Master Agreement effective as of the date of this Agreement subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LPA and PsomasFMG agree as follows:

1. **Defined Terms, Recitals.** All initial capitalized terms used in this Agreement (including the Recitals hereto) shall have the same meaning given such terms in the Master Agreement, unless any term is otherwise defined herein. The foregoing Recitals are true and correct, and are incorporated herein and made a part hereof by this reference.

2. **Termination of Master Agreement.** Notwithstanding anything in the Master Agreement to the contrary, the Master Agreement will terminate and PsomasFMG's obligations thereunder will cease upon the date of this Agreement.

3. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements on such subject matter. This Agreement cannot be changed in any manner except by a written agreement signed by both of the parties hereto. This Agreement shall be governed by the laws of the State where the Property is located.

4. **Authority.** LPA and PsomasFMG each represent and warrant to the other that it has the authority to enter into this Agreement and to abide by the terms hereof, and that the signatories hereto are authorized representatives of LPA and PsomasFMG respectively and empowered by their respective entities to execute this Agreement.

5. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of LPA and PsomasFMG and their respective successors, assigns and related entities.

6. **Counterparts.** This Agreement may be executed in several counterparts each of which shall be an original, but all of such counterparts shall constitute one such Agreement.

IN WITNESS WHEREOF, the parties have executed this Master Solar Purchase and Sale Agreement Termination Agreement as of the day and year first written above.

LPA:

Lancaster Power Authority, a joint powers authority

By: _____

Name: _____

Title: _____

PSOMASFMG:

PsomasFMG, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____