

**FIRST AMENDMENT TO WRIGHT SOLAR PV PROJECT SOLAR BENEFITS AGREEMENT
(Conditional Use Permit No. CUP 12-017)**

This First Amendment to Wright Solar PV Project Solar Benefits Agreement (Conditional Use Permit No. CUP 12-017 (this "First Amendment") dated as of October 2, 2018 ("Effective Date"), is by and between Wright Solar Park LLC, a Delaware limited liability company ("Applicant"), and the County of Merced ("County"). The Applicant and the County are at times referred to herein collectively as the "Parties" or each as a "Party".

RECITALS

WHEREAS, Applicant and County entered into that certain Wright Solar PV Project SOLAR BENEFITS AGREEMENT (Conditional Use Permit No. CUP 12-017), dated February 26th, 2015 and recorded in the official records of Merced County, California as Document No. 2015-007259 (the "Original Agreement"); and

WHEREAS, the Parties desire to amend the Original Agreement, by reducing the bonded guarantee to be provided by Applicant, adjusting the due date of the Implementation Plan and the location of the Applicant's permanent business office.

NOW, THEREFORE, in consideration of the foregoing and the agreements and covenants set forth hereinafter, the Applicant and County hereby agree to amend the Original Agreement as set forth below:

1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Original Agreement.
2. Bonded Guarantee. Notwithstanding anything to the contrary contained in Section 1 of the Original Agreement, the bonded guarantee to be provided by Applicant is hereby set at Two Million Seven Hundred Forty-Six Thousand Six Hundred Sixty-Six and 00/100 Dollars (\$2,746,666.00).
3. Implementation Plan. Notwithstanding anything to the contrary contained in Section 1 of the Original Agreement, the Parties will enter into the Implementation Plan prior to the County's issuance of the first building permit for the Project.
4. Permanent Place of Business. Notwithstanding anything to the contrary contained in Section 3 of the Original Agreement, the Applicant's permanent business office for purposes of the Original Agreement will be located in an unincorporated area of Merced County, California.
5. Original Agreement Continuance. Except as otherwise expressly amended by this First Amendment, the Original Agreement shall remain unchanged and in full force and effect.
6. Counterparts. This First Amendment may be executed in any number of originals or counterparts at one time or at different times, all of which taken together shall constitute one and the same instrument. Any of the Parties hereto may execute this First Amendment by signing any such counterpart, and this First Amendment shall be deemed executed as of the date first above written.

(Signature Blocks on Following Page)

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first above written.

APPLICANT:

WRIGHT SOLAR PARK LLC

By: CRE-Wright California LLC,
its Manager

By: Centaurus Renewable Energy LLC,
its Manager

By: Stephen H Douglas

Name: Stephen H Douglas

Title: Manager

COUNTY:

Jerry O'Banion, Chairperson
Merced County Board of Supervisors

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

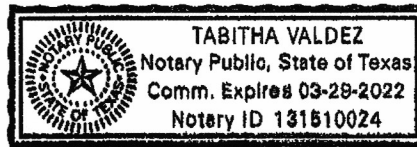
On September 21, 2018, before me, Tabitha Valdez, a Notary Public, personally appeared Stephen H Douglas, acting in his capacity as Manager of Centaurus Renewable Energy LLC, the Manager of CRE-Wright California LLC, the Manager of Wright Solar Park LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Tabitha Valdez
Signature of Notary Public

(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
)
COUNTY OF MERCED)

On _____, before me, _____, 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 State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)