Appendix G - Form of Assignment Agreement

MASTER ASSIGNMENT AGREEMENT

This Master Assignment Agreement, dated _____, 20__, for reference (the "**Master Agreement**"), is between the COUNTY OF MENDOCINO, a political subdivision of the State of California (the "**County**"); YGRENE ENERGY FUND CALIFORNIA, LLC, a California limited-liability company ("**Ygrene**"); and _____, a national banking association organized and existing under and by virtue of the laws of the United States of America, as trustee, including its successors and assigns hereunder (the "**Trustee**").

Background

A. In connection with its Clean Energy Program (the "**Program**"), the County has established its Community Facilities District No. 2013-1 (Clean Energy) (the "**CFD**") in accordance with the Mello-Roos Community Facilities Act of 1982 (California Government Code Sections 53311 through 53368.3) (the "**Act**"), and particularly under Sections 53313.5(l) and 53328.1. The CFD authorizes the County to levy, secure, and collect special taxes on any parcel when all the owners of the parcel sign an agreement consenting to have the parcel annexed to the CFD (a "**Unanimous Approval Agreement**"). In this Master Agreement, "**Special Tax**" means the special tax described in, and authorized by, a Unanimous Approval Agreement.

B. A Unanimous Approval Agreement has been entered into for each of the parcels described in supplemental assignments substantially in the form attached to this Master Agreement as Exhibit A (each a "**Supplemental Assignment**"). In this Master Agreement, the "**Property**" refers to the parcel described in a Supplemental Assignment.

C. Under the Act, the Special Tax authorized by a Unanimous Approval Agreement is to be levied and collected as a separate line item on the County's secured property-tax bill for the Property in the same manner as the Tax Collector collects the general property-tax revenues.

D. In exchange for Ygrene's arrangement of financing through the Program for energy-efficiency, water-conservation, and renewable-energy improvements on the Property (the "**Improvements**"), the County desires to sell and assign to Ygrene, without recourse to the County except as expressly provided herein, the County's right to receive the Special Tax collectible for each Property, and any penalties and interest on and other proceeds of any delinquent installment of the Special Tax (the "**Special Tax Revenues**").

E. Also in exchange for Ygrene's arrangement of financing for the Improvements through the Program, the County desires to sell and assign certain enforcement rights with respect to the Special Tax Revenues to the Trustee, in trust, for the benefit of Ygrene upon the terms set forth in this Master Agreement.

F. The County is willing to sell and assign the County's right to receive Special Tax Revenues upon the terms set forth in this Master Agreement.

G. The County is willing to sell and assign certain enforcement rights with respect to the Special Tax Revenues upon the terms set forth in this Master Agreement.

The County, Ygrene, and the Trustee agree as follows:

1. **Agreement to Sell and Assign Special Tax Revenues; Agreement to Sell and Assign Enforcement Rights; Repurchase of Delinquent Installments**. (a) The County shall sell and assign to Ygrene, without recourse to the County except as expressly provided herein, all of the County's rights to receive the Special Tax Revenues collectible for the Property identified in each Supplemental Assignment. The consideration for each sale and assignment is Ygrene's arrangement of financing for the Improvements through the Program.

   (b) The County shall sell and assign to the Trustee, in trust, for the benefit of Ygrene, without recourse to the County except as expressly provided herein, all present or future rights of the County to enforce or cause the enforcement of the payment of any delinquent Special Tax collectible for the Property through judicial foreclosure; provided, that the Trustee hereby agrees that it will not initiate any such judicial foreclosure proceeding against any Property as long as the County is in compliance with its covenant set forth in Section 4(d) of this Master Agreement with respect to such Property. The Trustee hereby agrees that it will not initiate any such judicial foreclosure proceeding against any Property to enforce a delinquent installment of the Special Tax if the County shall have paid, and the Trustee shall have received, one hundred percent (100%) of the amount of such delinquent installment of the Special Tax through the County's so-called "Teeter Plan." The consideration for each sale and assignment is Ygrene's arrangement of financing for the Improvements through the Program.

   (c) Any delinquent installment of the Special Tax, the right to receive the Special Tax Revenues collectible with respect to any such delinquent installment of the Special Tax, and the enforcement rights described in Section 1(b) of this Master Agreement with respect to such delinquent installment of the Special Tax, shall be automatically sold to the County upon the Trustee receiving one hundred percent (100%) of the amount of such delinquent installment of the Special Tax through the County's so-called "Teeter Plan" as set forth in Section 5(b) of this Master Agreement. Upon the sale to the County of any delinquent installment of the Special Tax and the rights with respect thereto pursuant to the immediately preceding sentence, Ygrene and the Trustee shall have no further right to the enforcement rights described in Section 1(b) of this Master Agreement with respect to such delinquent installment of the Special Tax or to receive such delinquent installment of the Special Tax or the Special Tax Revenues collectible with respect to such delinquent installment of the Special Tax and the County shall have no further obligation to pay the Special Tax Revenues collectible with respect to such delinquent installment of the Special Tax to the Trustee as set forth in Section 5(a) of this Master Agreement.

2. **Ygrene's Representations and Warranties.** Ygrene hereby represents and warrants to the County and the Trustee that the following statements are true as of the effective date of this Master Agreement and, with respect to the right to receive Special Tax Revenues conveyed by a Supplemental Assignment, as of the effective date of the Supplemental Assignment:

   (a) Ygrene is duly organized, validly existing, and in good standing in the State of California.

   (b) Ygrene has full power and authority to enter into, and to perform its obligations under, this Master Agreement.

   (c) Ygrene's execution and delivery of, and performance under, this Master Agreement does not conflict with, or cause a breach or default by it under, any of its organizational documents; any law, rule, regulation, judgment, order, or decree to which it is subject; or any agreement or instrument to which it is a party.

   (d) Ygrene has duly authorized the terms, execution, delivery, and performance of this Master Agreement, and Ygrene has duly executed and delivered this Master Agreement.

   (e) This Master Agreement constitutes a legal, valid, and binding obligation of Ygrene, enforceable against Ygrene and its successors and assignees in accordance with its terms, subject to laws relating to or affecting creditors' rights generally (including laws pertaining to bankruptcy, insolvency, reorganization, moratorium, and fraudulent conveyance) and to the application of equitable principles in any proceeding, whether at law or in equity.

   (f) No consent, approval, authorization, order, registration, or qualification by, of, or with any court, regulatory body, administrative agency, or other governmental instrumentality having jurisdiction over Ygrene is required for Ygrene's consummation of the transactions contemplated by this Master Agreement or any Supplemental Assignment, except for those that have been obtained and are in full effect.

   (g) Ygrene believes that the consummation of the transactions contemplated by this Master Agreement and each Supplemental Assignment will not violate any law, order, rule, or regulation of any court, regulatory body, administrative agency, or other governmental instrumentality having jurisdiction over Ygrene.

   (h) Ygrene has not been served with process in, and has not been overtly threatened by a governmental entity or financial institution in a substantive matter with, any court proceeding that—

(1) asserts the invalidity of this Master Agreement, any Supplemental Assignment, or any aspect of the CFD;

(2) seeks to prevent the consummation of any of the transactions contemplated by this Master Agreement, any Supplemental Assignment, or the CFD; or

(3) seeks any determination or ruling that would materially and adversely affect the validity or enforceability of this Master Agreement, any Supplemental Assignment, or the authority conferred upon the County by the CFD.

(i) Ygrene is providing reasonably equivalent value for each right to receive Special Tax Revenues sold and assigned to Ygrene under this Master Agreement and a Supplemental Assignment.

3. **The County's Representations and Warranties**. The County hereby represents and warrants to Ygrene and the Trustee that the following statements are true as of the effective date of this Master Agreement and, with respect to the right to receive Special Tax Revenues conveyed by a Supplemental Assignment, as of the effective date of the Supplemental Assignment:

(a) The County validly exists as a political subdivision of the State of California under California law.

(b) The County has duly authorized the execution, delivery, and performance of this Master Agreement and of each Supplemental Assignment.

(c) The County has duly executed and delivered this Master Agreement and each Supplemental Assignment. Assuming that Ygrene and the Trustee duly authorize, execute, and deliver this Master Agreement, the County believes that this Master Agreement and each Supplemental Assignment constitute legal, valid, and binding obligations of the County, enforceable against the County in accordance with their terms, subject to laws relating to or affecting creditors' rights generally (including laws pertaining to bankruptcy, insolvency, reorganization, moratorium, and fraudulent conveyance); to the application of equitable principles in any proceeding, whether at law or in equity; and to the limitations on remedies against counties in California.

(d) No consent, approval, authorization, order, registration, or qualification by, of, or with any court, regulatory body, administrative agency, or other governmental instrumentality having jurisdiction over the County is required for the County's consummation of the transactions contemplated by this Master Agreement or any Supplemental Assignment, except for those that have been obtained and are in full effect.

(e) The County's consummation of the transactions contemplated by this Master Agreement and each Supplemental Assignment, and the fulfillment of the terms of those agreements, do not—

(1) in any material way conflict with, or result in the County's material breach of, any of the material terms and provisions of any agreement to which the County is a party or by which it is bound; or

(2) constitute a material default by the County (with or without notice or lapse of time) under any agreement to which the County is a party or by which it is bound.

(f) The County believes that the consummation of the transactions contemplated by this Master Agreement and each Supplemental Assignment will not violate any law, order, rule, or regulation of any court, regulatory body, administrative agency, or other governmental instrumentality having jurisdiction over the County.

(g) The County has not been served with process in, and has not been overtly threatened by a governmental entity or financial institution in a substantive matter with, any court proceeding that—

(1) asserts the invalidity of this Master Agreement, any Supplemental Assignment, or any aspect of the CFD;

(2) seeks to prevent the consummation of any of the transactions contemplated by this Master Agreement, any Supplemental Assignment, or the CFD; or

(3) seeks any determination or ruling that would materially and adversely affect the validity or enforceability of this Master Agreement, any Supplemental Assignment, or the authority conferred upon the County by the CFD.

(h) No voter initiatives are pending that would affect the County's sale and assignment of the right to receive any Special Tax Revenues or would affect the Program.

(i) With respect to each Supplemental Assignment, when the County sells and assigns to Ygrene the right to receive Special Tax Revenues collectible for a Property, the County will have the sole right to levy the related Special Tax on the Property and to collect and receive the Special Tax Revenues, as provided in the Act. From and after the County's sale and assignment to Ygrene of the right to receive those Special Tax Revenues, the County will retain and shall exercise the right to levy the related Special Taxes but will have no interest in the Special Tax Revenues or the right to receive them, provided, that the County may first deduct from the amounts collected: (i) solely to the extent that the County is not separately reimbursed for such charges and costs by a third-party administrator of the CFD or from another source, its reasonable and agreed charges for collecting the Special Tax and its

reasonable costs for administering the CFD; and (ii) solely to the extent any such Special Tax Revenues are collected by the County through judicial foreclosure, its reasonable costs and expenses in pursuing such judicial foreclosure.

(j) With respect to each Supplemental Assignment—

(1) when the County sells and assigns to Ygrene the right to receive any Special Tax Revenues collectible for a Property, the County will hold title to that right free and clear of all liens, pledges, charges, security interests, or other impediments of any nature; and

(2) except as set forth in this Master Agreement, the County has not sold, transferred, assigned, set over, or otherwise conveyed and will not sell, transfer, assign, set over, or otherwise convey any right, title, or interest of any kind in all or any portion of the right to receive the Special Tax Revenues, and has not created and will not have created or to its knowledge permitted the creation of any lien on that right or any portion of it.

(k) The County's principal place of business and chief executive office is located at 501 Low Gap Road, Ukiah, California 95482.

(l) The County shall treat each sale and assignment of the right to receive Special Tax Revenues as a sale for purposes of tax reporting and accounting, and the County will not take the position that the right to receive Special Tax Revenues is a part of the debtor's estate if the County files a bankruptcy petition or has such a petition filed against it under any bankruptcy law.

(m) The County has received reasonably equivalent value for each right to receive Special Tax Revenues sold and assigned to Ygrene under this Master Agreement and a Supplemental Assignment.

(n) The County's Teeter Plan applies to numerous revenue districts and public districts within the County and not merely to the CFD.

(o) The County has not made any decision as to whether or not it will discontinue its Teeter Plan after the current fiscal year. The County is not under any obligation, whether formal or informal, not to discontinue its Teeter Plan for any fiscal year after the current fiscal year.

(p) The County expects, after reasonable inquiry, that it will not incur any net loss in any fiscal year by reason of having a Teeter Plan generally or by reason of including delinquent installments of the Special Tax in its Teeter Plan.

(q) Under accounting principles established by the Governmental Accounting Standards Board, the right to receive the Special Tax Revenues will not be shown (prior to any purchase by the County under the Teeter Plan) as assets of the County on any

financial statement of the County.

(r) The County did not enter into this Master Agreement or any Supplemental Assignment or include the CFD in the Teeter Plan for the purpose of providing Ygrene with protection against losses on the right to receive the Special Tax Revenues. It is the intent of the County that it has sold the right to receive the Special Tax Revenues to Ygrene.

4. **The County's Covenants.**

(a) The County shall not knowingly take any action if taking such action would adversely affect Ygrene's rights to receive Special Tax Revenues that have been conveyed to Ygrene by the Supplemental Assignments or the ability of Ygrene to receive the Special Tax Revenues conveyed to Ygrene by the Supplemental Assignments. The County shall not knowingly omit to take any action if omitting to take such action would adversely affect Ygrene's rights to receive Special Tax Revenues that have been conveyed to Ygrene by the Supplemental Assignments or the ability of Ygrene to receive the Special Tax Revenues conveyed to Ygrene by the Supplemental Assignments.

(b) The County shall not knowingly take any action or omit to take any action, and, to the extent the County knows of any such action, shall use reasonable efforts to prevent any action by others, that would release the lien that secures payment of the Special Tax on a Property until the Special Tax has been paid in full. Without the prior written consent of Ygrene, the County shall not do any of the following if the effect would be materially adverse to Ygrene: amend, modify, terminate, waive, or surrender a Unanimous Approval Agreement; agree to any amendment, modification, termination, waiver, or surrender of any provision in a Unanimous Approval Agreement; or waive timely performance or observance of any provision in a Unanimous Approval Agreement.

(c) Subject to Section 1(c) of this Master Agreement, upon request of Ygrene or the Trustee, the County shall take all actions necessary to preserve, maintain, and protect Ygrene's title to the Special Tax Revenues and the Trustee's title to the enforcement rights described in Section 1(b) of this Master Agreement.

(d) On behalf of Ygrene, the County annually will review the public records of the County relating to the collection of the Special Tax levied on each Property in order to determine, by a date not later than November 1 of each year, the amount of the Special Tax levied on such Property collected and the amount thereof delinquent in the prior Fiscal Year, and, on the basis of such review, the County will initiate foreclosure proceedings as authorized by the Act in order to enforce the lien of each delinquent installment of such Special Tax and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale; provided, that the County shall not be required to initiate any foreclosure proceedings against any Property for

which the County shall have paid, and the Trustee shall have received, one hundred percent (100%) of the amount of such delinquent installment of the Special Tax through the County's so-called "Teeter Plan." The Trustee hereby agrees that it will not initiate any such judicial foreclosure proceeding against any Property as long as the County is in compliance with its covenant set forth in this Section 4(d) of this Master Agreement with respect to such Property. The Trustee hereby agrees that it will not initiate any such judicial foreclosure proceeding against any Property to enforce a delinquent installment of the Special Tax if the County shall have paid, and the Trustee shall have received, one hundred percent (100%) of the amount of such delinquent installment of the Special Tax through the County's so-called "Teeter Plan."

5. **Payment of Special Tax Revenues**. (a) Subject to Section 1(c) of this Master Agreement, the County agrees to pay the Special Tax Revenues directly to the Trustee, as soon as practicable upon receipt thereof; provided, that the County may first deduct from the amounts collected: (i) solely to the extent that the County is not separately reimbursed for such charges and costs by a third-party administrator of the CFD or from another source, its reasonable and agreed charges for collecting the Special Tax and its reasonable costs for administering the CFD; and (ii) solely to the extent any such Special Tax Revenues are collected by the County through judicial foreclosure, its reasonable costs and expenses in pursuing such judicial foreclosure.

   (b) If any delinquent installment of the Special Tax is sold to the County through its Teeter Plan as set forth in Section 1(c) of this Master Agreement, the County shall pay directly to the Trustee an amount equal to one hundred percent (100%) of the amount of such delinquent installment of the Special Tax.

6. **Notices of Breach.** If the County or Ygrene discovers that the County has breached any of its covenants or that any of the County's or Ygrene's representations or warranties is materially false or misleading, and if the breach or false or misleading representation or warranty materially and adversely affects the value of the rights to receive Special Tax Revenues that have been conveyed to Ygrene by the Supplemental Assignments, then the discovering party shall promptly notify the other party and the Trustee in writing.

7. **Indemnification.**

   (a) To the extent permitted by law, the County shall indemnify, defend, and hold harmless Ygrene and Ygrene's officers, directors, employees, and agents from and against all liabilities, claims, demands, damages, and costs to the extent they arise out of the County's breach of any of its covenants in this Master Agreement or out of any representation or warranty of the County in Section 3 of this Master Agreement that is materially false or misleading.

   (b) Ygrene shall indemnify, defend, and hold harmless the County, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against

any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Master Agreement or any Supplemental Assignment, except to the extent they arise out of the County's breach of any of its covenants in this Master Agreement or out of any representation or warranty of the County in Section 3 of this Master Agreement that is materially false or misleading.

8. **Limitation on Liability.** Regarding any matter arising under this Master Agreement, the County and the County's elected officials, officers, employees and agents may rely in good faith on the advice of counsel and on any document that reasonably appears to be properly authorized and signed. The County's elected officials, officers, and employees of the County are not personally liable for the County's representations, warranties, covenants, agreements, or other obligations under this Master Agreement or for any certificates, notices, or agreements delivered under this Master Agreement.

9. **Assignment.**

(a) Ygrene is entitled to assign (including granting a security interest) (i) its rights under this Master Agreement, (ii) its rights under each Supplemental Assignment, and (iii) its rights to receive Special Tax Revenues. Any assignee of any such rights may further assign such rights. Notwithstanding the foregoing, (I) Ygrene shall not assign its rights and obligations set forth in Sections 12(h), 12(k), and 12(n) of this Master Agreement, and such rights and obligations shall remain those of Ygrene notwithstanding any attempted assignment, and (II) references in Sections 12(i), 12(j), 12(l), 14, and 15 of this Master Agreement to Ygrene shall refer to Ygrene Energy Fund California, LLC or any successor thereto, notwithstanding any assignment.

(b) Except as provided in Section 9(a) of this Master Agreement, Ygrene may not assign, transfer, or delegate any of its obligations under this Master Agreement or any Supplemental Assignment without the County's prior written consent. Any attempted assignment, transfer, or delegation in violation of the terms of the preceding sentence shall be void.

(c) The County may not assign, transfer, or delegate any of its rights or obligations under this Master Agreement without Ygrene's prior written consent. Any attempted assignment, transfer, or delegation in violation of the terms of the preceding sentence shall be void.

(d) If Ygrene assigns (including granting a security interest) any of its rights under this Master Agreement, its rights under any Supplemental Assignment, or its rights to receive Special Tax Revenues, then Ygrene shall promptly notify the Trustee in writing of such assignment and shall provide a copy of such assignment to the Trustee. The notice shall include at least the following information: (i) the effective date of the assignment, (ii) the identity and relevant contact information for the assignee, and (iii) a description of the specific rights assigned, including information identifying the

Property for which the rights have been assigned. From and after the date set forth in such notice as the effective date of the assignment, the Trustee shall in all respects treat the assignee, and not Ygrene, as the beneficiary of the trusts created by this Master Agreement and the relevant Supplemental Assignments with respect to the assigned rights that are identified in the notice and the Property specified in the notice, and such assignee shall be entitled to all of the rights that have been assigned to it. The provisions of this paragraph shall also apply to any further assignment by an assignee. Notwithstanding any other provision, should any assignee make a further assignment, then, to the extent of such further assignment, such assignee shall no longer be considered to be an assignee hereunder.

10. **Reliance on Representations, Warranties, and Covenants; Survival.** The County and Ygrene agree and acknowledge that the Trustee, the County and Ygrene have relied on, will continue to rely on, and are entitled to rely on the County's and Ygrene's representations and warranties in Sections 2 and 3 of this Master Agreement and the County's covenants in Section 4 of this Master Agreement. The County's and Ygrene's representations and warranties in Sections 2 and 3 of this Master Agreement and the County's covenants in Section 4 of this Master Agreement—

    (a) will survive (i) the sale and assignment of rights to receive Special Tax Revenues to Ygrene, (ii) the sale and assignment to the Trustee set forth in Section 1(b) of this Master Agreement, and (iii) any assignment (including any grant of a security interest) of rights under this Master Agreement, rights under any Supplemental Assignment, or rights to receive Special Tax Revenues by Ygrene to any assignee, or by any assignee to a further assignee;

    (b) will continue in full force notwithstanding any change in the authority conferred upon the County by the CFD; and

    (c) will inure to the benefit of Ygrene and any assigns.

11. **Ygrene's Acknowledgment.** Ygrene agrees and acknowledges that the County is irrevocably selling and assigning (i) to Ygrene the rights to receive Special Tax Revenues, without recourse to the County and without any representation or warranty, except as expressly set forth herein, and (ii) to the Trustee the enforcement rights described in Section 1(b) of this Master Agreement, without recourse to the County and without any representation or warranty, except as expressly set forth herein.

12. **Trustee Provisions.**

    (a) The County and Ygrene hereby appoint the Trustee to act as trustee for the benefit of Ygrene with respect to the enforcement rights described in Section 1(b) of this Master Agreement, and the Trustee accepts such appointment.

(b) The Trustee is hereby instructed by Ygrene and the County to, and the Trustee hereby agrees to, accept and hold in trust for the benefit of Ygrene the Special Tax Revenues transferred to the Trustee under Section 5 of this Master Agreement or collected by it through judicial foreclosure and distribute the Special Tax Revenues for each Property as directed in writing by Ygrene.

(c) The Trustee is hereby instructed by Ygrene and the County to, and the Trustee hereby agrees to, accept and hold in trust for the benefit of Ygrene all present or future rights of the County to enforce or cause the enforcement of the payment of any delinquent Special Tax collectible for each Property through judicial foreclosure, in trust, for the benefit of Ygrene; provided, that the Trustee hereby agrees that it will not initiate any such judicial foreclosure proceeding against any Property as long as the County is in compliance with its covenant set forth in Section 4(d) of this Master Agreement with respect to such Property. The Trustee hereby agrees that it will not initiate any such judicial foreclosure proceeding against any Property to enforce a delinquent installment of the Special Tax if the County shall have paid, and the Trustee shall have received, one hundred percent (100%) of the amount of such delinquent installment of the Special Tax through the County's so-called "Teeter Plan."

(d) If the Trustee is notified in writing by Ygrene that the County is not in compliance with its covenant set forth in Section 4(d) of this Master Agreement with respect to a Property, then, if directed in writing by Ygrene and upon receiving indemnification satisfactory to it, the Trustee will initiate foreclosure proceedings as authorized by the Act in order to enforce the lien of each delinquent installment of the Special Tax for such Property and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale.

(e) The recitals of fact herein shall not be taken as statements of the Trustee, and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Master Agreement or any Supplemental Assignment and the Trustee shall incur no liability in respect thereof. The Trustee shall be under no responsibility or duty with respect to the application of any moneys properly paid to it except as provided herein or as otherwise expressly agreed by the Trustee. The Trustee shall be under no obligation or duty to perform any act that would involve it in expense or liability or to institute or defend any suit in respect of this Master Agreement or any Supplemental Assignment or to advance any of its own moneys, unless indemnified to its reasonable satisfaction. The Trustee shall not be liable in connection with the performance of its duties under this Master Agreement or any Supplemental Assignment except for its own negligence or willful misconduct.

(f) The Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Master Agreement and each Supplemental Assignment. The Trustee shall not take any discretionary action under this Master Agreement or any

Supplemental Assignment without the written approval of Ygrene and shall take such discretionary action permitted or required under the Master Agreement and any Supplemental Assignment, as may be directed in writing by Ygrene.

(g) The Trustee, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Master Agreement or any Supplemental Assignment, shall examine such instrument to determine whether it conforms to the requirements of this Master Agreement or any Supplemental Assignment and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel selected by it in respect of any action taken or suffered by the Trustee under this Master Agreement or any Supplemental Assignment. Specifically, and without limiting the foregoing, the Trustee may rely upon directions, instructions and information given or provided to it by Ygrene or persons or entities acting on its behalf, as set forth in this Master Agreement or any Supplemental Assignment, without further review thereof (other than examining such instrument to determine whether it conforms to the requirements of this Master Agreement and any Supplemental Assignment), and shall not be liable or responsible for the accuracy of the contents contained in such directions, instructions and information or for taking any actions on the basis thereof.

(h) Ygrene has agreed to pay, or provide for payment of, the Trustee's fees and expenses from time to time as set forth in a separate agreement between Ygrene and the Trustee as compensation for all services rendered by the Trustee under this Master Agreement and any Supplemental Assignment. The Trustee shall not have a lien on any moneys or other assets at any time held or received by it under this Master Agreement or any Supplemental Assignment.

(i) The Trustee may resign at any time and be discharged of the duties and obligations created by this Master Agreement and all Supplemental Assignments by giving not less than sixty (60) days' written notice to the County, Ygrene, and all assignees with respect to which the Trustee has received notice pursuant to Section 9(d) of this Master Agreement. No resignation shall become effective until the acceptance of appointment by a successor Trustee. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Trustee within 60 days after the giving of such notice of resignation, the retiring Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

(j) The Trustee may be removed at any time by an instrument or concurrent instruments in writing, signed by Ygrene and all assignees with respect to which the Trustee has received notice pursuant to Section 9(d) of this Master Agreement and filed with the Trustee; provided that no removal shall become effective until the acceptance of appointment by a successor Trustee.

(k) In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee, or of its property or affairs, Ygrene shall appoint a successor Trustee.

(l) Any successor Trustee appointed under this Master Agreement shall execute, acknowledge and deliver to its predecessor, and also to the County, Ygrene and all assignees with respect to which notice has been provided to the predecessor Trustee pursuant to Section 9(d) of this Master Agreement, an instrument accepting such appointment and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee, with like effect as if originally named; but the Trustee ceasing to act nevertheless, shall execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as reasonably may be required for more fully and certainly vesting and confirming in such successor all the right, title and interest of the predecessor Trustee in and to any property held by it under this Master Agreement and any Supplemental Assignment, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions set forth in or pursuant to this Master Agreement and all Supplemental Assignments. Should any deed, conveyance or instrument in writing from the County or Ygrene be required by such successor Trustee for more fully and certainly vesting in and confirming any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged and delivered by the County and Ygrene.

(m) Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it may be party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, and shall be authorized by law to perform all the duties imposed upon it by this Master Agreement and all Supplemental Assignments, shall be the successor to the Trustee without the execution or filing of any paper or the performance of any further act.

(n) Ygrene shall indemnify, defend, and hold harmless the Trustee against any loss, damages, liability, or expense incurred without negligence or bad faith on the part of the Trustee and arising out of or in connection with the acceptance or administration of the trusts created by this Master Agreement and all Supplemental Assignments, including costs and expenses (including attorneys' fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers under this Master Agreement or any Supplemental Assignment. The rights of the

Trustee and the obligations of Ygrene under this paragraph shall survive the resignation or removal of the Trustee.

13. **Notices.** Any notice or other communication under this Master Agreement must be in writing and will be considered properly given and effective only when mailed or delivered in the manner provided by this Section 13 to the persons identified below. A notice or other communication that is mailed will be effective or will be considered to have been given on the third day after it is deposited in the U.S. Mail (certified mail and return receipt requested), addressed as set forth below, with postage prepaid. A notice or other communication sent in any other manner will be effective or will be considered properly given when actually delivered. A party may change its address for these purposes by giving written notice of the change to the other party in the manner provided in this Section 13.

If to the County:

County of Mendocino
501 Low Gap Road
Ukiah, CA 95482
Attention: GSA Director

If to Ygrene:

Ygrene Energy Fund California, LLC
P.O. Box 5150
Santa Rosa, CA 95402

and

Ygrene Energy Fund California, LLC
100B Street – SU 210
Santa Rosa, CA 95401

If to the Trustee:

14. **Amendments.** The County, Ygrene, and the Trustee may amend this Master Agreement, without the consent of any assignee, to cure any ambiguity or to correct any provision in this Master Agreement. Except as set forth in the preceding sentence, this Master Agreement may not be amended without the written consent of the County, the Trustee, Ygrene, and each assignee with respect to which the Trustee has received notice pursuant to Section 9(d) of this Master Agreement.

15. **Third Party Rights.** Each assignee of rights to receive Special Tax Revenues is an express and intended third-party beneficiary of this Master Agreement. This Master Agreement does not give any person or entity other than the County, Ygrene, the Trustee, and each assignee with respect to which the Trustee has received notice pursuant to Section 9(d) of this Master Agreement, any benefit or legal or equitable right, remedy, or claim.

16. **Severability.** If any court with jurisdiction rules that any part of this Master Agreement is invalid, unenforceable, or contrary to law or public policy, then the rest of this Master Agreement remains valid and fully enforceable.

17. **Interpretation.** This Master Agreement is to be interpreted and applied in accordance with California law. Exhibit A is part of this Master Agreement.

18. **Venue.** Any legal action brought under this Master Agreement must be instituted in the Superior Court of the County of Mendocino, State of California.

19. **Effective Date.** This Master Agreement is effective when all parties have signed it.

20. **Counterparts.** The parties may sign this Master Agreement in counterparts, each of which will be considered an original, but all of which will constitute the same agreement.

21. **Entire Agreement.** This Master Agreement sets forth the parties' entire understanding regarding the matters set forth above and is intended to be their final, complete, and exclusive expression of those matters.

(*Signature page follows*)

County of Mendocino

By: _____
Signature of authorized person

_____
Print signatory's name

_____
Print signatory's title

Ygrene Energy Fund California, LLC

By: _____
Signature of authorized person

_____
Print signatory's name

_____
Print signatory's title

[_____], as trustee

By: _____
Signature of authorized person

_____
Print signatory's name

_____
Print signatory's title

EXHIBIT A

FORM OF SUPPLEMENTAL ASSIGNMENT

SUPPLEMENTAL ASSIGNMENT

This Supplemental Assignment, dated _____, 20__, for reference, is made by the COUNTY OF MENDOCINO, a political subdivision of the State of California (the "**County**"), in favor of (i) YGRENE ENERGY FUND CALIFORNIA, LLC, a California limited-liability company ("**Ygrene**"), and (ii) _____, a national banking association organized and existing under and by virtue of the laws of the United States of America, as trustee, including its successors and assigns under the Master Agreement (defined below) (the "**Trustee**").

1. The County, Ygrene and the Trustee have entered into a Master Assignment Agreement dated ____, 20__ (the "**Master Agreement**") pertaining to the County's Community Facilities District No. 2013-1 (Clean Energy) (the "**CFD**").

2. This is a "Supplemental Assignment" as that term is defined in the Master Agreement, and all of the terms of the Master Agreement are incorporated herein. If there are inconsistencies between the terms of the Master Agreement and this Supplemental Assignment, the terms of the Master Agreement shall control.

3. This Supplemental Assignment applies to the following real property within the County of Mendocino, California (the "**Property**"):

   Street Address: _____

   Assessor's Parcel Number: _____

4. In consideration of the arrangement by Ygrene of financing for the Improvements for the Property in accordance with the procedures and authority of the CFD and the provisions of the Unanimous Approval Agreement, and subject to the terms of the Master Agreement, the County does hereby—

   (a) sell and assign to Ygrene, without recourse to the County except as expressly provided in the Master Agreement, all of the County's rights to receive the Special Tax Revenues collectible for the Property; and

   (b) sell and assign to the Trustee, in trust, for the benefit of Ygrene, without recourse to the County except as expressly provided in the Master Agreement, all present or future rights of the County to enforce or cause the enforcement of the payment of any delinquent Special Tax collectible for the Property through judicial foreclosure.

5. This Supplemental Assignment is effective upon execution and delivery hereof by the County.

(*Signature page follows*)

County of Mendocino

By: _____
Signature of authorized person

_____
Print signatory's name

_____
Print signatory's title