

AGREEMENT FOR TERMINATION OF LEASE

THIS AGREEMENT FOR TERMINATION OF LEASE (the "Agreement") is entered into as of _____, 2011 by and between the City of Lemoore, a California municipal corporation, having an address of 119 Fox Street, Lemoore, California 93245 ("Landlord"), and Full Circle Renewables, LLC, a California limited liability company, having an address of 1416 Broadway Street, Fresno, California 93721 ("Tenant").

RECITALS

A. Landlord and Tenant entered into that certain Solar Site Lease Agreement dated December 16, 2009 (the "Lease"), for certain real property located in the City of Lemoore, County of Kings, State of California, which property is identified in the attached Exhibit A (the "Leased Premises").

B. Landlord and Tenant desire to terminate all obligations, liabilities and benefits under the Lease in its entirety as hereinafter provided.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. **Termination of Lease.** Effective upon the close of escrow under that certain Agreement for Purchase and Sale and Escrow Instructions dated _____, 2011 (the "Purchase Agreement"), executed or to be executed by the City of Lemoore as "Seller" and Full Circle Renewables, LLC as "Buyer" thereunder, Landlord and Tenant hereby agree that all benefits, obligations and liabilities of Landlord and Tenant under the Lease relating to the Leased Premises shall cease and terminate, including without limitation the Easement Agreement and the Memorandum of Lease attached thereto as exhibits, and the Lease and exhibit documents shall have no further force and effect. Until the Close of Escrow under the Purchase Agreement, the Lease shall remain in full force and effect.

2. **General.**

(a) This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective heirs, legal representatives, successors, and assigns.

(b) If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

(c) This Agreement shall be construed in accordance with, and governed by, the laws of the State of California as applied to contracts that are executed and performed entirely in California.

(d) If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

(e) This Agreement may be executed in multiple copies, each of which shall be deemed an original, but all of which shall constitute one Agreement binding upon the parties after both parties have signed such counterpart.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date first set forth above.

CITY OF LEMOORE, a California
municipal corporation

By: _____

FULL CIRCLE RENEWABLES, LLC,
a California limited liability company

By: _____

EXHIBIT A

[Insert description of Leased Premises]