

EARLY ACCESS AGREEMENT

This Early Access Agreement (“Agreement”) is entered into as of December __, 2011 by and between the City of Lemoore, a California municipal corporation, having an address of 119 Fox Street, Lemoore, California 93245 (“Owner”), and Full Circle Renewables, LLC, a California limited liability company, having an address of 1416 Broadway Street, Fresno, California 93721 (“FCR”).

A. Owner owns the property located in the City of Lemoore, California more particularly identified on Exhibit A attached hereto (the “Property”).

B. Owner and FCR are negotiating the terms of an Agreement for Purchase and Sale and Escrow Instructions pursuant to which FCR may purchase the Property from Owner. FCR desires the right to install construction fencing and a construction trailer and perform construction mobilization on the Property prior to the close of escrow for FCR’s purchase of the Property, and Owner is willing to grant such early access in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and FCR hereby agree as follows:

1. License and Term of License.

A. Owner hereby grants to FCR and its employees, agents, contractors and consultants (collectively, “FCR’s Consultants”), a license to enter upon the Property at reasonable times (the “License”) for the purpose of installing construction fencing and a construction trailer and perform construction mobilization as FCR deems appropriate in its sole discretion. FCR acknowledges that it may not perform any invasive testing or ground penetrating activities on the Property in the exercise of its rights hereunder.

B. The term of the License shall terminate on the earlier to occur of FCR’s purchase of the Property, the termination of the Purchase Agreement or the termination of negotiations for the purchase of the Property.

C. FCR shall comply with, and shall cause all of FCR’s contractors to comply with, all applicable governmental laws, regulations and requirements in connection with its entry onto the Property.

2. In the event that the Purchase Agreement terminates without FCR’s purchase of the Property or in the event of a termination of the negotiations for FCR’s purchase of the Property, FCR shall, at FCR’s sole cost and expense, remove the fencing, construction trailer and any other property placed on the Property by FCR and shall restore the Property to the substantially the condition existing prior to FCR’s entry thereon.

3. Liens. FCR shall keep the Property free and clear of all mechanics’, materialmen’s and other liens resulting from its entry upon the Property under this License.

4. Indemnity. FCR shall protect, defend, indemnify and hold harmless Owner, and any employee or agent of Owner and each of them, against and from any and all actual damages, losses, costs, expenses (including, reasonable attorneys’ fees) damages or injuries to the extent arising out of, related to or resulting from the entry upon the Property by FCR or its agents or consultants (other than discovery of existing conditions).

5. 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.

Owner

CITY OF LEMOORE,
a California municipal corporation

By: _____

Name: _____

Title: _____

FCR

FULL CIRCLE RENEWABLES, LLC,
a California limited liability company

By: _____

Name: _____

Title: _____

Exhibit A

The Property

[legal description]