



**SPECIAL MEETING of the Board of Directors of the  
Peninsula Clean Energy Authority (PCEA)  
Monday, November 26, 2018  
12:00 pm**

Peninsula Clean Energy, 2075 Woodside Road,  
Redwood City, CA 94061

*Meetings are accessible to people with disabilities. Individuals who need special assistance or a disability-related modification or accommodation (including auxiliary aids or services) to participate in this meeting, or who have a disability and wish to request an alternative format for the agenda, meeting notice, agenda packet or other writings that may be distributed at the meeting, should contact Anne Bartoletti, Board Clerk, at least 2 working days before the meeting at [abartoletti@peninsulacleanenergy.com](mailto:abartoletti@peninsulacleanenergy.com). Notification in advance of the meeting will enable the PCEA to make reasonable arrangements to ensure accessibility to this meeting and the materials related to it. Attendees to this meeting are reminded that other attendees may be sensitive to various chemical based products.*

*If you wish to speak to the Board, please fill out a speaker's slip located on the tables as you enter the Board meeting room. If you have anything that you wish to be distributed to the Board and included in the official record, please hand it to a member of PCEA staff who will distribute the information to the Board members and other staff.*

**CALL TO ORDER / ROLL CALL**

**PUBLIC COMMENT**

This item is reserved for persons wishing to address the Board on any PCEA-related matters that are as follows: 1) Not otherwise on this meeting agenda; 2) Listed on the Consent Agenda and/or Closed Session Agenda; 3) Chief Executive Officer's or Staff Report on the Regular Agenda; or 4) Board Members' Reports on the Regular Agenda. Public comments on matters not listed above shall be heard at the time the matter is called.

As with all public comment, members of the public who wish to address the Board are requested to complete a speaker's slip and provide it to PCEA staff. Speakers are customarily limited to two minutes, but an extension can be provided to you at the discretion of the Board Chair.

**ACTION TO SET AGENDA**

This item is to set the final consent and regular agenda, and for the approval of the items listed on the consent agenda. All items on the consent agenda are approved by one action.

## **SPECIAL MEETING AGENDA**

1. a. Authorize the Chief Executive Officer to execute an amendment to the Power Purchase Agreement (PPA) for Renewable Supply with Mustang Two Whirlaway LLC, a Delaware Limited Liability Company, and any necessary ancillary documents. (Action)
  
- b. Authorize the Chief Executive Officer to execute a letter consenting to a change of control of the Power Purchase Agreement (PPA) for Renewable Supply with Mustang Two Whirlaway LLC, a Delaware Limited Liability Company, and any necessary ancillary documents. (Action)

Public records that relate to any item on the open session agenda for a regular board meeting are available for public inspection. Those records that are distributed less than 72 hours prior to the meeting are available for public inspection at the same time they are distributed to all members, or a majority of the members of the Board. The Board has designated the Peninsula Clean Energy office, located at 2075 Woodside Road, Redwood City, CA 94061, for the purpose of making those public records available for inspection. The documents are also available on the PCEA's Internet Web site. The website is located at: <http://www.peninsulacleanenergy.com>.



**PENINSULA CLEAN ENERGY  
JPA Board Correspondence**

**DATE:** November 5, 2018  
**BOARD MEETING DATE:** November 26, 2018  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority Present

**TO:** Honorable Peninsula Clean Energy Authority Board of Directors  
**FROM:** Jan Pepper, Chief Executive Officer  
**SUBJECT:** Authorize Execution of an amendment to the Power Purchase Agreement (PPA) for Renewable Supply with RE Mustang Two Whirlaway LLC

**RECOMMENDATION:**

Authorize the Chief Executive Officer to execute an amendment to the Power Purchase Agreement (PPA) for Renewable Supply with Mustang Two Whirlaway LLC, a Delaware Limited Liability Company, and any necessary ancillary documents. (Action)

**BACKGROUND:**

On August 23, 2017, the Peninsula Clean Energy Board approved the execution of a power purchase agreement (PPA) with RE Mustang Two Whirlaway LLC for a 100 MW solar project. The project is a fifteen-year agreement with RE Mustang Two Whirlaway LLC, for a new solar project in Kings County, California (RE Mustang Two). RE Mustang Two is a new 100 MW project; it will provide Bucket 1 renewables from a California RPS-eligible renewable facility.

**DISCUSSION:**

The PPA included the requirement for the project to start construction by April 1, 2019 and start operating by June 30, 2020. The PPA also included the option to delay start-up by 180 days in the event that tariffs were imposed under Section 201 of the Trade Act of 1974.

The tariff was signed by President Trump on January 23, 2018 and went into effect on February 7, 2018. The tariff was initially set at 30%, and declines 5% per year.

The RE Mustang Two project owners contacted PCE earlier this fall to exercise the delayed start-up option and extend the required construction and operations start dates by 180 days to September 28, 2019 and December 27, 2020 respectively.

This is the only change to the PPA under this amendment. We recommend that the Board approve the amendment. This does not change the economics of the project itself. Depending on the market rates at the time of procurement, there may be an increase in cost to purchase the replacement energy and replacement PCC1. PCE will conduct a competitive process to procure these products at the least cost possible.

**FISCAL IMPACT:**

The fiscal impact of the RE Mustang Two project will not exceed \$220 million over the term of the agreement.

**RESOLUTION NO. \_\_\_\_\_**

**PENINSULA CLEAN ENERGY AUTHORITY, COUNTY OF SAN MATEO, STATE OF  
CALIFORNIA**

**\* \* \* \* \***

**RESOLUTION DELEGATING AUTHORITY TO THE CHIEF EXECUTIVE OFFICER  
TO (A) EXECUTE AN AMENDMENT TO THE POWER PURCHASE AGREEMENT  
WITH RE MUSTANG TWO WHIRLAWAY LLC, A DELAWARE LIMITED LIABILITY  
COMPANY, WITH TERMS CONSISTENT WITH THOSE PRESENTED, IN A FORM  
APPROVED BY THE GENERAL COUNSEL; AND**

**(B) EXECUTE SUCH OTHER ANCILLARY DOCUMENTS, IN A FORM APPROVED  
BY GENERAL COUNSEL, AS MAY BE NECESSARY TO EFFECTUATE THE  
AMENDMENT.**

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**RESOLVED**, by the Peninsula Clean Energy Authority of the County of San  
Mateo, State of California, that

**WHEREAS**, the Peninsula Clean Energy Authority (“Peninsula Clean Energy” or  
“PCEA”) was formed on February 29, 2016; and

**WHEREAS**, launch of service for Phase I occurred in October 2016, and launch  
of service for Phase II occurred in April 2017; and

**WHEREAS**, Peninsula Clean Energy is purchasing energy, renewable energy, carbon free energy, and related products and services (the “Products”) to supply Phase II of its launch; and

**WHEREAS**, in Fall 2016, consistent with its mission of reducing greenhouse gas emissions and offering customer choice at competitive rates, Peninsula Clean Energy administered a competitive process to select one or more power supply contractors; and

**WHEREAS**, one of the providers selected by Peninsula Clean Energy through this competitive process is RE Mustang Two Whirlaway, a Delaware limited liability company, (“Contractor”), based on its desirable offering of Products, pricing, and terms;

**WHEREAS**, on August 23, 2017, the Peninsula Clean Energy Board approved the execution of a power purchase agreement (PPA) with RE Mustang Two Whirlaway LLC for a 100 MW solar project; and

**WHEREAS**, staff is presenting to the Board for its review an amendment to the Power Purchase Agreement, which would move the Guaranteed Construction Start Date and Guaranteed Commercial Operation Date 180 days later as currently allowed in the PPA, reference to which should be made for further particulars; and

**WHEREAS**, the Board wishes to delegate to the Chief Executive Officer authority to execute the aforementioned amendment to the Power Purchase Agreement and any other ancillary documents required for the amendment.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board delegates authority to the Chief Executive Officer to:

(A) Execute an amendment to the Power Purchase Agreement with the Contractor with terms consistent with those presented, in a form approved by the General Counsel;

(B) Execute such other ancillary documents, in a form approved by General Counsel, as may be necessary to effectuate the amendment

\* \* \* \* \*

[CCO-113499]

## FIRST AMENDMENT TO POWER PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO POWER PURCHASE AND SALE AGREEMENT (this “**First Amendment**”) is made and entered into as of November 15, 2018 (the “**First Amendment Effective Date**”), by and between RE Mustang Two Whirlaway LLC, a Delaware limited liability company (hereinafter “**Seller**”), and Peninsula Clean Energy, a California joint powers authority (hereinafter “**Buyer**”). Seller and Buyer are sometimes hereinafter referred to individually as a “**Party**” and together as the “**Parties**.”

### RECITALS:

A. WHEREAS, Seller and Buyer are parties to that certain Power Purchase and Sale Agreement dated as of August 25, 2017 (the “**PPA**”).

B. WHEREAS, the Parties wish to amend the PPA as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

### Article 1.

#### AMENDMENTS TO THE PPA

1.1 Cover Sheet. The Cover Sheet of the PPA is amended by:

(a) deleting the date “June 30, 2020” from the Guaranteed Commercial Operation Date section of the Cover Sheet and replacing the same with the date “December 27, 2020”; and

(b) deleting in its entirety the table that appears in the Milestones section of the Cover Sheet and replacing the same with the following table:

Milestone	Completion Date
Site Control	December 31, 2017
Conditional Use Permit	September 30, 2018
Phase II Interconnection Study Results	Complete
Executed Interconnection Agreement	Complete
Financial Close	██████████
Construction Start	██████████
Initial Synchronization	June 1, 2020



Milestone	Completion Date
Commercial Operation Date	December 27, 2020
Deliverability Network Upgrades completed	August 31, 2022

1.2 Definitions; Removal of Section 201 Decision. Section 1.1 of the PPA is hereby amended by deleting in its entirety the defined term “**Section 201 Decision**”.

1.3 [REDACTED]. Section 3.7 of the PPA is hereby amended by deleting the date “November 1, 2019” in each instance that it appears in such section (i.e., the first and the last sentence of such section) and replacing the same with the date “July 1, 2020.”

1.4 Exhibit B – Facility Construction and Commercial Operation. Exhibit B of the PPA is hereby amended by deleting the same in its entirety and replacing it with Exhibit B attached to this First Amendment.

**Article 2.**

**GENERAL PROVISIONS**

2.1 Definitions and Rules of Interpretation. Initially-capitalized terms used in this First Amendment and not otherwise defined herein shall have the meanings ascribed to them in the PPA. The rules of interpretation set forth in Section 1.2 of the PPA shall apply to this First Amendment.

2.2 Force and Effect. The PPA, as amended hereby, remains in full force and effect.

2.3 Governing Law; Miscellaneous Provisions. The following articles of the PPA are incorporated herein by reference and apply to this First Amendment as if set forth fully herein and as if references in such sections to “this Agreement” were references to this First Amendment: (a) Article 16 (*Governing Law, Dispute Resolution, Attorneys’ Fees*); (b) Article 19 (*Confidential Information*); and (c) Article 20 (*Miscellaneous*).

**[SIGNATURES FOLLOW]**

IN WITNESS WHEREOF, this First Amendment has been executed and delivered by the duly authorized representatives of Seller and Buyer as of the date first written above.

SELLER  
RE Mustang Two Whirlaway LLC

BUYER  
Peninsula Clean Energy Authority

By: \_\_\_\_\_

By: \_\_\_\_\_  
PCE Executive Officer

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT B**  
**FACILITY CONSTRUCTION AND COMMERCIAL OPERATION**

1. **Construction of the Facility.**

a. Seller shall cause construction to begin on the Facility by [REDACTED]  
[REDACTED] Seller shall demonstrate the beginning of construction through execution of Seller's engineering, procurement and construction contracts, Seller's issuance of a notice to proceed under such contracts, mobilization to Site by Seller and/or its designees, and the physical movement of soil at the Site ("**Construction Start**"). On the date of Construction Start (the "**Construction Start Date**"), Seller shall deliver to Buyer a certificate substantially in the form attached as Exhibit J hereto.

b. If Construction Start is not achieved by the Guaranteed Construction Start Date, Seller shall pay Construction Delay Damages to Buyer on account of such delay. Construction Delay Damages shall be payable for each day for which Construction Start has not begun by the Guaranteed Construction Start Date. Construction Delay Damages shall be payable to Buyer by Seller until Seller reaches Construction Start of the Facility;

[REDACTED] On or before the tenth (10th) day of each month, Buyer shall invoice Seller for Construction Delay Damages, if any, accrued during the prior month and, within ten (10) Business Days following Seller's receipt of such invoice, Seller shall pay Buyer the amount of the Construction Delay Damages set forth in such invoice. Construction Delay Damages shall be refundable to Seller pursuant to Section 3(b) of this Exhibit B.

2. **Commercial Operation of the Facility.** "**Commercial Operation**" means the condition existing when (i) Seller has fulfilled all of the conditions precedent in Section 2.2 of the Agreement and (ii) Seller has provided Notice to Buyer that Commercial Operation has been achieved. The "**Commercial Operation Date**" shall be the later of (x) October 1, 2020 or (y) the date on which Commercial Operation is achieved.

a. Seller shall cause Commercial Operation for the Facility to occur by December 31, 2020 (as such date may be extended by the Development Cure Period (defined below), the "**Guaranteed Commercial Operation Date**"). Seller shall notify Buyer that it intends to achieve Commercial Operation at least sixty (60) days before the anticipated Commercial Operation Date.

- b. If Seller achieves Commercial Operation by the Guaranteed Commercial Operation Date, all Construction Delay Damages paid by Seller shall be refunded to Seller. Seller shall include the request for refund of the Construction Delay Damages with the first invoice to Buyer after the Commercial Operation Date.
- c. If Seller does not achieve Commercial Operation by the Guaranteed Commercial Operation Date, Buyer shall retain Construction Delay Damages, as applicable, and Seller shall pay Commercial Operation Delay Damages to Buyer for each day after the Guaranteed Commercial Operation Date until the Commercial Operation Date;  
[REDACTED]  
[REDACTED] Commercial Operation Delay Damages shall be payable to Buyer by Seller until the Commercial Operation Date. On or before the tenth (10th) day of each month, Buyer shall invoice Seller for Commercial Operation Delay Damages, if any, accrued during the prior month.

- d. [REDACTED]

- 3. **Termination for Failure to Achieve Commercial Operation.** If the Facility has not achieved Construction Start [REDACTED] Buyer may elect to terminate this Agreement pursuant to Sections 11.1(b)(ii) and 11.2(a).
- 4. **Extension of the Guaranteed Dates.** The Guaranteed Construction Start Date and the Guaranteed Commercial Operation Date shall be extended on a day-for-day basis (the “**Development Cure Period**”) for the duration of any delay arising out of the circumstance in which Buyer has not made all necessary arrangements to receive the Energy at the Delivery Point by the Guaranteed Commercial Operation Date.

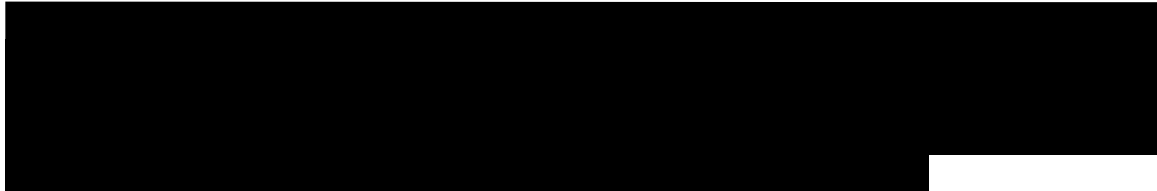
Notwithstanding anything in this Agreement to the contrary, no extension under the Development Cure Period shall be given if the delay was the result of Seller’s failure to take all commercially reasonable actions to meet its requirements and deadlines. Upon request from Buyer, Seller shall provide documentation demonstrating to Buyer’s reasonable satisfaction that the delays described above did not result from Seller’s actions or failure to take commercially reasonable actions.

- 5. **Failure to Reach Guaranteed Capacity.** If, at Commercial Operation, the Installed Capacity is at least ninety-five percent (95%) of Guaranteed Capacity, but less than the Guaranteed Capacity. Seller shall have ninety (90) days after the Commercial Operation

Date to install additional capacity such that the Installed Capacity is increased, but not to exceed the Guaranteed Capacity, and Seller shall provide to Buyer a new certificate substantially in the form attached as Exhibit I-2 hereto specifying the new Installed Capacity. In the event that the Installed Capacity is still less than the Guaranteed Capacity as of such date, Seller shall pay "**Capacity Damages**" to Buyer, in an amount equal to One Hundred Thousand Dollars (\$100,000) for each MW that the Guaranteed Capacity exceeds the Installed Capacity, and the Guaranteed Capacity and other applicable portions of the Agreement shall be reduced to an amount equal to the product of (a) the amount in effect prior to such adjustment, multiplied by (b) the ratio of the Installed Capacity as of such date to the original Guaranteed Capacity.

6. **Buyer's Right to Draw on Development Security.** If Seller fails to timely pay any Construction Delay Damages or Commercial Operation Delay Damages, Buyer may draw upon the Development Security to satisfy Seller's payment obligation thereof, and Seller shall replenish the Development Security to its full amount within ten (10) Business Days after such draw.

7.





**PENINSULA CLEAN ENERGY  
JPA Board Correspondence**

**DATE:** November 5, 2018  
**BOARD MEETING DATE:** November 26, 2018  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority Present

**TO:** Honorable Peninsula Clean Energy Authority Board of Directors  
**FROM:** Jan Pepper, Chief Executive Officer  
**SUBJECT:** Authorize Execution of a letter consenting to a change of control of the Power Purchase Agreement (PPA) for Renewable Supply with RE Mustang Two Whirlaway LLC

**RECOMMENDATION:**

Authorize the Chief Executive Officer to execute a letter consenting to a change of control of the Power Purchase Agreement (PPA) for Renewable Supply with Mustang Two Whirlaway LLC, a Delaware Limited Liability Company, and any necessary ancillary documents. (Action)

**BACKGROUND:**

On August 23, 2017, the Peninsula Clean Energy Board approved the execution of a power purchase agreement (PPA) with RE Mustang Two Whirlaway LLC for a 100 MW solar project. The project is a fifteen-year agreement with RE Mustang Two Whirlaway LLC, for a new solar project in Kings County, California (RE Mustang Two). RE Mustang Two is a new 100 MW project; it will provide Bucket 1 renewables from a California RPS-eligible renewable facility.

**DISCUSSION:**

The PPA provides that if there is a change of control of RE Mustang Two Whirlaway, PCE must provide a written consent to the change of control, which consent is not to be unreasonably withheld, conditioned or delayed.

Earlier in the fall, RE Mustang Two Whirlaway notified PCE that it intended to sell the project to another solar developer – Solar Frontier Americas. Solar Frontier Americas is

the U.S. arm of a Japanese solar developer, which is ultimately owned by Showa Shell Sekiyu. Solar Frontier Americas developed and constructed 200 MW of solar projects over the past 36 months and is currently developing 500 MW. Their goal is to acquire 1 GW of solar over the next few years and to be a long-term owner and operator of these projects. The parent company, Showa Shell Sekiyu, is publicly traded on the Tokyo Stock Exchange.

On November 7, 2018, an ad hoc committee of the Board met with representatives from RE Mustang Two Whirlaway LLC and Solar Frontier Americas.

We recommend that the Board authorize the Chief Executive Officer to execute a letter consenting to the change of control of the PPA.

**FISCAL IMPACT:**

None.

**RESOLUTION NO. \_\_\_\_\_**

**PENINSULA CLEAN ENERGY AUTHORITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

\* \* \* \* \*

**RESOLUTION DELEGATING AUTHORITY TO THE CHIEF EXECUTIVE OFFICER TO (A) EXECUTE A LETTER CONSENTING TO A CHANGE OF CONTROL OF THE POWER PURCHASE AGREEMENT WITH RE MUSTANG TWO WHIRLAWAY LLC, A DELAWARE LIMITED LIABILITY COMPANY, WITH TERMS CONSISTENT WITH THOSE PRESENTED, IN A FORM APPROVED BY THE GENERAL COUNSEL; AND (B) EXECUTE SUCH OTHER ANCILLARY DOCUMENTS, IN A FORM APPROVED BY THE GENERAL COUNSEL, AS MAY BE NECESSARY TO EFFECTUATE CONSENT TO THE CHANGE OF CONTROL OF RE MUSTANG TWO WHIRLAWAY LLC.**

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**RESOLVED**, by the Peninsula Clean Energy Authority of the County of San Mateo, State of California, that

**WHEREAS**, the Peninsula Clean Energy Authority (“Peninsula Clean Energy” or “PCEA”) was formed on February 29, 2016; and

**WHEREAS**, launch of service for Phase I occurred in October 2016, and launch of service for Phase II occurred in April 2017; and



**WHEREAS**, Peninsula Clean Energy is purchasing energy, renewable energy, carbon free energy, and related products and services (the “Products”) to supply Phase II of its launch; and

**WHEREAS**, in Fall 2016, consistent with its mission of reducing greenhouse gas emissions and offering customer choice at competitive rates, Peninsula Clean Energy administered a competitive process to select one or more power supply contractors; and

**WHEREAS**, one of the providers selected by Peninsula Clean Energy through this competitive process is RE Mustang Two Whirlaway, a Delaware limited liability company (“Contractor”), based on its desirable offering of Products, pricing, and terms;

**WHEREAS**, on August 23, 2017, the Peninsula Clean Energy Board approved the execution of a power purchase agreement (PPA) with RE Mustang Two Whirlaway LLC for a 100 MW solar project; and

**WHEREAS**, staff is presenting to the Board for its review a letter consenting to the change of control of the Power Purchase Agreement, reference to which should be made for further particulars; and

**WHEREAS**, the Board wishes to delegate to the Chief Executive Officer authority to execute the aforementioned letter consenting to the change of control and any other ancillary documents required for said consent to change of control.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board delegates authority to the Chief Executive Officer to:

(A) Execute a letter consenting to the change of control of the Power Purchase Agreement with the Contractor with terms consistent with those presented, in a form approved by the General Counsel;

(B) Execute such other ancillary documents, in a form approved by the General Counsel, as may be necessary to effectuate consent to the change of control.

\* \* \* \* \*

[CCO-113499]



San Mateo County | Atherton | Belmont | Brisbane | Burlingame | Colma | Daly City | East Palo Alto | Foster City  
Half Moon Bay | Hillsborough | Millbrae | Menlo Park | Pacifica | Portola Valley | Redwood City | San Bruno | San Carlos  
San Mateo | South San Francisco | Woodside

November 15, 2018

Peninsula Clean Energy  
2075 Woodside Rd.  
Redwood City, CA 94061  
Attention: Contracts Manager  
Email: [contracts@peninsulacleanenergy.com](mailto:contracts@peninsulacleanenergy.com)

Peninsula Clean Energy  
400 County Center, 6<sup>th</sup> Floor  
Redwood City, CA 94063  
Attention: David Silberman, General Counsel  
Email: [dsilberman@smcgov.org](mailto:dsilberman@smcgov.org)

Re: Consent to Change of Control

Ladies and Gentlemen,

Reference is made to the Power Purchase and Sale Agreement, dated as of August 25, 2017, between Peninsula Clean Energy ("Peninsula") and RE Mustang Two Whirlaway LLC ("Whirlaway") ("Agreement"). Capitalized terms used but not otherwise defined in this letter (this "Letter") shall have the meanings ascribed to them in the Agreement.

Recurrent Energy Development Holdings, LLC has agreed, subject to the satisfaction of certain conditions precedent, to sell to Solar Frontier Americas Holding LLC 100% of the equity interests in RE Mustang Two LLC, which in turn owns 100% of the equity interest in Whirlaway (collectively, the "Sale"). The Sale will result in a Change of Control and, pursuant to Section 14.2 of the Agreement, Whirlaway must obtain Peninsula's consent prior to consummating a Change of Control. This Letter hereby requests Peninsula's consent to the Sale. By signing below, Peninsula acknowledges and agrees that (1) Peninsula hereby consents to the Sale under the terms and conditions of this Letter, (2) upon completing the Sale, the definition of "Ultimate Parent" in the Agreement is hereby changed from "Canadian Solar Inc." to "Solar Frontier Americas Inc.", (3) this Letter constitutes all required notice to Peninsula of, and all required consent from Peninsula with respect to, the Sale to the extent required by the Agreement, (4) to Buyer's knowledge, no Event of Default has occurred and is continuing, and, to the knowledge of Peninsula, no event has occurred that, with the passage of time or the giving of notice, would

constitute an Event of Default, and (5) upon completing the Sale, the Agreement will continue in full force and effect under the same terms and conditions as those in effect as of the date of this Letter, except as amended herein.

Upon consummation of the Sale, Seller's notice information is hereby updated as set forth on Schedule A hereto.

Please return a signed copy of this Letter to me at your earliest convenience in accordance with Section 9.1 of the Agreement. We thank you in advance for your collaboration.

*[signature page follows]*

Yours faithfully,

**RE MUSTANG TWO WHIRLAWAY LLC**

By: \_\_\_\_\_

Name:

Title:

Agreed and acknowledged:

**PENINSULA CLEAN ENERGY**

By: \_\_\_\_\_

Name:

Title:

**SOLAR FRONTIER AMERICAS HOLDING LLC**

By: \_\_\_\_\_

Name:

Title:

## **SCHEDULE A**

### **Notice Information**

RE Mustang Two Whirlaway LLC  
c/o Solar Frontier Americas Holding LLC  
50 California Street #820  
San Francisco, CA 94111  
Attn: Project Management

With a copy to:

RE Mustang Two Whirlaway LLC  
c/o Solar Frontier Americas Holding LLC  
50 California Street #820  
San Francisco, CA 94111  
Attn: General Counsel