

DISSIGNO HOLDINGS, LLC
19547 Blue Lake Loop
Bend, Oregon 97702

September 21, 2017

City of Long Beach
Attn: City Manager
333 West Ocean Boulevard, 13th Floor
Long Beach, California 90802

29265

City of Long Beach
Attn: Director, Economic and Property Development
333 West Ocean Boulevard, 13th Floor
Long Beach, California 90802

Re: Transfer of Convention Center Photovoltaic System and Power Purchase Agreement

Ladies and Gentlemen:

Reference is hereby made to that certain Asset Purchase Agreement and that certain Assignment and Assumption Agreement and Bill of Sale by and between Dissigno Holdings, LLC ("Dissigno"), an Oregon limited liability company, and MMA LB Power, L.P., a Delaware limited partnership, dated October 1, 2016, through which MMA LB Power, L.P. assigned to Dissigno and Dissigno assumed the right, title, and interest of MMA LB Power, L.P. in (1) that certain photovoltaic system located at the Long Beach Convention Center at 300 East Ocean Blvd., Long Beach, California (the "System"), and (2) that certain Power Purchase Agreement Major Terms and Conditions by and between the City of Long Beach, California (the "City") and DeLiddo & Associates, Inc. ("DEERS"), a California corporation, dated May 27, 2005 (the "Power Purchase Agreement"), as amended by that certain Assignment, Assumption and Amendment of Power Purchase Agreement between the City, DEERS, and California New Power 2006-1, LLC, an Arkansas limited liability company, dated February 12, 2007 (the "First PPA Amendment"), and further amended by that certain Second Amendment of Power Purchase Agreement by and between the City and Dissigno dated April 4, 2017 (the "Second PPA Amendment"). The Original PPA, the First PPA Amendment, and the Second PPA Amendment together shall be referred to herein as the "Long Beach PPA".

In connection with requirements for the financing of the to repair and/or reconstruct the System so that the City may continue to purchase the electricity supplied by the System in accordance with the Long Beach PPA Dissigno desires to transfer the System and assign the Long Beach PPA (and all rights and obligations associated therewith) to VS Long Beach Solar One, LLC, a Delaware limited liability company.

The City's execution of this letter agreement will evidence the City's consent to this transfer of the System and the Long Beach PPA in accordance with the terms of the Long Beach PPA.

In connection with the transfer referred to above, each of Dissigno and the City of Long Beach hereby irrevocably, and unconditionally release, acquit, satisfy and forever discharge each other and such other party's employees, successors and assigns (collectively, the "Released Parties"), from and against any and all claims, demands, causes of action, including but not limited to, negligence and all other tort actions, suits, controversies, judgments, damages, debts, obligations, equities, statutory claims or liabilities, trespasses, losses, expenses and liabilities, of whatever kind or nature whether in law or in equity, arising out of or relating to the Long Beach PPA other than those arising out of or relating to the Released Parties' fraud, bad faith, willful misconduct or gross negligence (collectively, the "Obligations") that it may have against the Released Parties prior to the date hereof and agrees that it will forever waive any right to make any claim or seek any recourse against the Released Parties related thereto. This release is a full and final release, applying to all known or unknown, asserted or unasserted, liquidated or unliquidated, existing or contingent, direct or derivative Obligations that existed, may have existed or may hereafter arise in any manner or degree from facts and circumstances whether known, or in addition to or different from those now believed to be true, occurring prior to the date of this Agreement. Each of the parties to this paragraph hereby acknowledges that it is fully familiar with the facts giving rise to this paragraph and the releases contained herein, and agrees that this paragraph shall remain fully effective and binding even if the facts turn out to be different from what it now believes them to be. Each of the parties to this paragraph understands and hereby waives the effect of Section 1542 of the California Civil Code, which provides:

"§1542. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

[Signature appear on the following pages.]

If the foregoing meets with your approval, please evidence your consent by executing this letter agreement in the space provided below.

Sincerely,

DISSIGNO HOLDINGS, LLC

By: Dissigno Holdings, LLC
its Managing Member

By: Tara Doyle

Name: Tara Doyle

Title: Managing Member

Date: 9/21/17

ACKNOWLEDGED AND AGREED:

CITY OF LONG BEACH

By: Tom Modica

Name: Tom Modica

Title: Assistant City Manager

Date: 10/10/17

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM AND RETURNED

10-4, 2017
CHARLES PARKIN, City Attorney

By Richard Anthony
RICHARD ANTHONY
DEPUTY CITY ATTORNEY