**Advanced Transportation and Alternative Source Manufacturing**

**Sales and Use Tax Exclusion Program**

**CONVEYANCE AND RECONVEYANCE**

Reference is made to that certain Master Regulatory and Title Conveyance Agreement, dated \_\_\_\_\_\_\_\_\_\_ \_\_, 20\_\_ (the “Master Agreement”), by and between the California Alternative Energy and Advanced Transportation Financing Authority (“CAEATFA”) and \_\_\_\_\_\_\_\_\_\_ (“\_\_\_\_\_\_\_\_\_\_”). Pursuant to the Master Agreement, \_\_\_\_\_\_\_\_\_\_ has agreed to convey up to $\_\_\_\_\_\_ of Qualified Property over the term of the Master Agreement, of which $\_\_\_\_\_\_is being conveyed at this time, to CAEATFA, and CAEATFA has agreed to reconvey such equipment to \_\_\_\_\_\_\_\_\_\_ immediately, but in any event not to exceed ten (10) days from the initial Conveyance by \_\_\_\_\_\_\_\_\_\_. Such transactions are contemplated in connection with \_\_\_\_\_\_\_\_\_\_ receiving “Financial Assistance,” being a “Participating Party,” and purchasing equipment as part of a transaction that is a “Project,” under and each as defined in California Public Resources Code Sections 26003 and 26011.8 and is dependent on \_\_\_\_\_\_\_\_\_\_’s payment of an Administration Fee of $\_\_\_\_\_\_\_\_\_\_ for this Conveyance and Reconveyance, in accordance with Section 10036 of Title 4 of the California Code of Regulations.

**1. Conveyance to CAEATFA**. Pursuant to Section 3.A. of the Master Agreement, \_\_\_\_\_\_\_\_\_ hereby conveys, by its signature below, all of the right, title and interest of \_\_\_\_\_\_\_\_\_\_ in and to the equipment identified on Exhibit A hereto (the “Equipment”); provided that the Equipment shall remain in \_\_\_\_\_\_\_\_\_\_’s possession [*and shall remain subject to a security interest in favor of \_\_\_\_\_\_\_\_\_\_ (the “\_\_\_\_\_\_\_\_\_\_ Lien”)]*. \_\_\_\_\_\_\_\_\_\_ represents and warrants that (a) the Equipment will not be put to functional use until the Reconveyance set forth below is effective and (b) the Equipment will be installed, maintained and operated at a site within the State of California.

**2. Governing Law**. This Conveyance and Reconveyance will be governed by and interpreted in accordance with the laws of the State of California.

\_\_\_\_\_\_\_\_\_\_ has caused this Conveyance and Reconveyance to be executed by its authorized representative as of the date set forth below.

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

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

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

Date: \_\_\_\_\_\_\_\_\_\_

**Reconveyance to \_\_\_\_\_\_\_\_\_\_**. Pursuant to Section 3.C of the Master Agreement, CAEATFA hereby accepts the Conveyance of the Equipment [*subject to the \_\_\_\_\_\_\_\_\_\_ Lien]* and reconveys to \_\_\_\_\_\_\_\_\_\_ all of the right, title and interest of the Equipment. CAEATFA represents and warrants that it has not imposed or otherwise permitted any liens *[other than the \_\_\_\_\_\_\_\_\_\_ Lien]* on the Equipment.

CAEATFA has caused this Conveyance and Reconveyance to be executed by its authorized representative as of the date set forth below, provided however, that the Reconveyance shall be deemed to be effective as of the date of the Conveyance.

**California Alternative Energy and Advanced Transportation Financing Authority**

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

Name: Deana Carrillo

Title: Executive Director

Date: \_\_\_\_\_\_\_\_\_\_

*The italicized language is optional for those that have lender liens on the qualified property.  If there is no lender lien the language in the brackets should be deleted.*