

### ACTION PLAN

#### Environmental and Social Action Plan (ESAP)

#### Cholulteca, Cholulteca II and Pacifico Solar Projects

	<b>Task Title/Description</b>	<b>Milestone</b>	<b>Indicator of Completion</b>
1	The Borrower shall, and shall cause each Project Company to, work with the authorities to obtain any remaining licenses and contracts and amend all legal permits and licenses to reflect each Project's actual components and technology.	Three months after the first Disbursement	Presentation of all permits, contracts and licenses in form and substance acceptable to IFC.
2	The Borrower shall develop a Non-Technical Summary (NTS) that will consolidate the relevant information of the three Projects. This NTS shall include an assessment of potential cumulative impacts and define the mitigation measures to be included as integral components of the Projects' S&E Management System, and the Borrower shall, and shall cause each Project Company to, use its best efforts to manage in a collaborative fashion with other neighboring solar power project developers (e.g. water management plan, joint stakeholder communication and engagement management plan, landscape, and use of security forces, among others).	60 days after the first Disbursement	Presentation of the NTS in form and substance acceptable to IFC.
3	<p>The Borrower shall adapt SunEdison's global environmental, social, labor and health and safety (ESHS) policies and procedures to make them specific to the Projects, consolidating the operations of the three Projects.</p> <p>The Borrower shall develop an S&amp;E Management System (ESHS-MS) for the <u>construction</u> and <u>operation</u> phase for all three Projects that includes monitoring actions, frequency of monitoring, performance indicators and the responsible entity. The Borrower shall, and shall cause each Project</p>	<p>Construction phase: 60 days after the first Disbursement</p> <p>Operation phase: 3 months prior to the first Commercial Operation Date to occur with respect to any Project</p>	Presentation of the Projects-specific ESHS policies and procedures in form and substance acceptable to IFC.

	<p>Company to, ensure that the EPC Contractor and each Project's personnel are adequately trained to undertake ESHS activities.</p> <p>The ESHS-MS will include a Contractor Monitoring Procedure and an Emergency Preparedness and Response Plan (ERP) for the construction and operation phases with respect to all three Projects.</p> <p>The ERP will have dedicated emergency response training programs for all new employees as well as in-house and off-site training for first responders. The plan will also include the communication to and training of the communities related to emergency response.</p> <p>The Borrower shall, and shall cause each Project Company to, appropriately staff the ESHS unit, including at a minimum an on-site ESHS focal point during construction and support staff, including a community liaison and occupational health and safety (OHS) officer.</p>		
4	<p>The Borrower shall, and shall cause each Project Company to, adapt SunEdison's Human Resources Policy and Procedures to make them specific to the Projects and in line with Performance Standard 2 and with Honduran labor laws. The Borrower shall, and shall cause each Project Company to, ensure that the Human Resource Policy and Procedures as developed by the EPC Contractor and the Operator are consistent with commitments made in their own human resources related documents.</p>	<p>3 months prior to the first Commercial Operation Date to occur with respect to any Project</p>	<p>Presentation of the Human Resources Policy and Procedures policies and procedures in form and substance acceptable to IFC.</p>

	<p>The Human Resources Policy shall be aligned with good international practices and in compliance with Applicable S&amp;E Law and Performance Standards. This policy should include prohibition of any type of child and forced labor, non-discriminatory hiring and promotion policies and employees' freedom of association and collective bargaining.</p> <p>The Borrower shall, and shall cause each Project Company to, develop and make available a grievance mechanism for workers.</p>		
5	<p>The Borrower shall develop a Projects-specific <u>Water Management Plan</u>, which includes an <u>assessment</u> and review of alternative cleaning methods, including the use of dry brush cleaning. The plan will provide a water balance and justification for the extent of water usage on the Sites considering both environmental and economic factors. The Borrower shall, and shall cause each Project Company to, perform <u>an assessment</u> of the water requirements during operations and its effects on competing uses. The Borrower shall, and shall cause each Project Company to, use its best efforts to coordinate a sustainable water use with other developers, agricultural and livestock producers and other relevant nearby users.</p>	<p>For the Assessment: 60 days after the first Disbursement</p> <p>For the Water Management Plan: 3 months prior to the first Commercial Operation Date to occur with respect to any Project</p>	<p>Presentation of the assessment and the Water Management Plan in form and substance acceptable to IFC.</p>
6	<p>The Borrower shall, and shall cause each Project Company to, undertake a Security Risk Assessment (SRA) covering all three Projects and develop a Security Management Plan (SMP) covering all three Projects that includes a training module for security staff. The SMP shall be aligned with the Voluntary Principles on Security and Human Rights and with the requirements of Performance Standard 4 (paragraphs 12, 13 &amp; 14).</p> <p>The SMP shall define procedures</p>	<p>For the SRA and SMP: 60 days after the date of this Agreement</p>	<p>Presentation of the SRA and SMP in form and substance acceptable to IFC.</p>

	aligned with good industry international practices as those defined in the Performance Standards, be guided by the principles of proportionality and respect for human rights, avoidance and dispersion before confrontation and be aligned the Voluntary Principles on Security and Human Rights. The SMP should include careful screening of potential guards, detailed operational procedures and training, equipment transfer/use, use of force procedures, proper supervision and incident reporting and management of risks related to government led / own security forces, among others.		
7	<p>The Borrower shall perform a socio-economic baseline assessment and develop a Land Acquisition, Easement and Livelihood Restoration Plan for all three Projects for those affected by the Substation expansion, in compliance with Performance Standard 5.</p> <p>This plan shall include, at a minimum, compensation at full replacement cost for land and other assets lost, and restoration to the satisfaction of affected people, of any loss in livelihood that may result from the land acquisition and/or physical displacement process.</p> <p>This plan will be designed to mitigate the negative impacts of displacement, identify development opportunities, develop a resettlement budget and schedule and establish the entitlements of all categories of affected persons (including host communities). Particular attention will be paid to the needs of the poor and the vulnerable.</p> <p>The Borrower shall document all transactions to acquire land rights, as well as compensation measures and relocation activities. To compensate affected persons and/or communities and offer other assistance that meets the</p>	3 months prior to any physical or economic displacement	Presentation of the socioeconomic baseline assessment and Land Acquisition, Easement and Livelihood Restoration Plan in form and substance acceptable to IFC.

	objectives of Performance Standard 5. This plan will establish the entitlements of affected persons and/or communities and will ensure that these are provided in a transparent, consistent, and equitable manner.		
8	<p>The Borrower shall develop a Stakeholder and Engagement Plan (SEP) for all three Projects for each of the <u>construction</u> and <u>operation</u> phases, which shall include a community grievance mechanism.</p> <p>The SEP will assure that engagement with stakeholders is an ongoing process, commensurate to impacts and risk, and may include, but not be limited to stakeholder analysis and planning, disclosure and dissemination of information, consultation and participation, grievance mechanism, and ongoing reporting to those affected. If applicable, the SEP shall include differentiated measures to allow the effective participation of those identified as disadvantaged or vulnerable.</p>	<p>Construction phase: 3 months after the first Disbursement</p> <p>Operation phase: 3 months prior to the first Commercial Operation Date to occur with respect to any Project</p>	Presentation of the SEP in form and substance acceptable to IFC.
9	Because the Projects may fall within the proposed Rio Negro Biological Reserve, the Borrower shall, and shall cause each applicable Project Company to, coordinate with other project sponsors, Centro Agronómico Tropical de Investigación y Enseñanza, International Union for Conservation of Nature, IFC and the government to evaluate whether any additional conservation-related actions need to be included in the Projects-specific S&E Management System.	3 months after the first Disbursement	As applicable, presentation of any additional conservation measure in form and substance acceptable to IFC.
10	The Borrower shall develop an anthropological rescue plan or a chance-find procedure for all three Projects that describes how the Projects will deal with any unexpected finding of archeological materials or sites uncovered during land clearing or excavations during the construction of	Prior to the first Disbursement	Presentation of the anthropological rescue plan in form and substance acceptable to IFC.

	the Projects. This plan should also include specific actions to avoid, minimize, restore and compensate impacts on these features.		
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