

Appendix 1- Protest Resolution Agreements

Citizens for the Chuckwalla Valley, Larry and Donna Charpied

Section 1. OBLIGATIONS OF SUNLIGHT.

1.1 Solar Farm Transmission Lines. Sunlight represents that it is burying approximately 90 percent of its transmission lines within the Solar Farm area. Sunlight has investigated the feasibility of undergrounding the remaining 10 percent of the lines, including the 34.5 kV lines, and has determined that burial is not feasible.

1.2 Limitation of Night Lighting. Sunlight night lights in the solar farm area shall be operated only for repairs and emergencies except for eight security lights located at the southwest portion of the site, and the security lighting shall have downcast shielding and reduced Kelvin temperature to dissipate light. The duration of the sensor-triggered lights on inverter shelters at the Solar Farm will be less than five minutes, and shall be reduced further if such reduction does not interfere with function and is feasible.

1.3 Siting of Weather Monitoring Station and Air Monitoring. Sunlight shall construct and operate a weather station as close as possible to or within the Charpieds' Jojoba Farm. In accordance with AM-AIR-1, Sunlight shall prepare a Dust Control Plan in compliance with South Coast Air Quality Management District Rule 403 which, among other things, includes Visible Emissions Evaluation (VEE) monitoring and the recording of field data by the California Air Resources Board-certified VEE observer. Sunlight agrees to provide the Protesting Parties with a copy of the BLM-approved Dust Control Plan and to provide copies of the field monitoring reports within 10 business days of their submission to BLM.

1.4 Desert Tortoise Perimeter Fencing. The Parties' desert tortoise experts have met and conferred and have determined that modification to exclusionary fencing is not warranted.

1.5 Planting of Native Vegetation Screening. Sunlight shall plant native vegetation within the Project Area along its boundary with the Charpieds' Jojoba Farm to screen the Project from the Jojoba Farm. Native plants from the area shall be utilized in consultation with the Charpieds.

1.6 Implementation of Shuttling Program/Low Emission Vehicle Use. Sunlight shall utilize electric carts and low emission vehicles for public tours of the project. Sunlight shall provide shuttle bus service for Project employees traveling from Indio and Blythe to the Project Area. Sunlight estimates that approximately 90 percent of its employees will use the shuttle buses.

1.7 Transplantation and Revegetation. In accordance with AM-BIO-3 and AM-BIO-5, Sunlight will identify and transplant special status plant species and cacti according to the BLM-approved Vegetation Salvage Plan. Sunlight must comply with the transplanting location requirements approved by BLM, but agrees to propose to

BLM to transplant special status plant species and cacti to the Solar Farm Visitor's Center, Charpieds' Jojoba Farm or Joshua Tree National Park. In accordance with AM-BIO-5, Sunlight will implement post-Project seeding and planting (revegetation) following completion of the Project according to the BLM-approved Restoration Plan for the Project, but will propose to BLM replanting these cacti and other plants in the Project Area.

1.8 Support for County Fire and Law Enforcement Services. Sunlight shall coordinate with Riverside County and Calfire to assure that its provision of funds to the County can fully mitigate any additional risk of wildfire posed by construction and operation of its project. Sunlight shall also coordinate with the Riverside County Sheriff's Office, the National Park Service, and other local police and emergency service providers to assure that its provision of funds to the county can achieve full mitigation of any additional demand for police services resulting from the new work force to be employed by the project.

1.9 Monitoring of Jojoba Farm Groundwater Well and Mitigation. In accordance with MM-WAT-3, Sunlight shall implement a groundwater level monitoring, mitigation and reporting program which shall provide detailed methodology for monitoring background and site groundwater levels and establish pre-construction and project-related groundwater level trends that can be quantitatively compared against observed and simulated trends near the Project pumping wells and potentially impacted existing wells. As set forth in MM-WAT-3, if water levels have been lowered by more than five feet below pre-construction operational trends and monitoring provided by Sunlight shows these water level changes are different from background trends and caused by Project pumping, Sunlight shall provide mitigation to impacted well owners in accordance with the requirements set forth in MM-WAT-3.

1.9.1 Sunlight and the Charpieds agree that, in conjunction with the implementation and mitigation program set forth in MM-WAT-3, the Charpieds shall provide Sunlight with access to their groundwater well facilities and any relevant historic information in order to collect data to establish pre-construction groundwater and well conditions for the Charpieds' well. Sunlight shall conduct periodic monitoring of the Charpieds' well during Project construction and operation as required pursuant to MM-WAT-3 and, if applicable, mitigate adverse impacts to the Charpieds' well caused by Project groundwater pumping. Any significant drawdown of the Charpieds' groundwater sources due to Sunlight's use shall be fully mitigated by appropriate measures, including installation of deeper wells for the Charpieds and/or monetary compensation for their impaired groundwater use.

1.10 Water Rights. Sunlight agrees that it will not assert any claim to or interest in any water right, provided, however, that Sunlight may use groundwater at the Sunlight Project site consistent with the terms and conditions of Sunlight's ROW grant(s). Sunlight agrees that its water use shall be restricted to construction and operation of the Desert Sunlight Project. At the conclusion of the Project, Sunlight's water use shall cease.

1.11 Project Decommissioning. Sunlight has submitted its Decommissioning Plan to BLM. Sunlight shall provide a copy of the Plan to the Charpieds.

1.12 Establishing Solar Exclusion Area. Sunlight agrees that it shall not file any new right-of-way grant application or seek to expand the Sunlight Project into the approximate 14,500 acre area to the north and east of the Sunlight Solar Farm (hereinafter, the “Exclusion Area”) which is located within the scope of its original grant application encompassing approximately 19,000 acres in total. Sunlight further agrees that it shall continue to provide supporting biological and natural resource survey data and information to the BLM to support a finding by BLM in the Record of Decision on its Programmatic Environmental Impact Statement (“PEIS”) that the Exclusion Area constitutes a “high conflict” area pursuant to BLM’s Instructional Memorandum No. 2011-061 and that the area should be excluded from solar development as part of the proposed Riverside East Solar Energy Study Area in the PEIS.

1.13 Funding Contribution to Citizens for the Chuckwalla Valley. Sunlight agrees to make a financial contribution to CCV in the amount of \$10,000 within thirty (30) days of BLM’s issuance of the Record of Decision for the Sunlight Project. The Protesting Parties that these funds shall be used solely to support CCV’s educational efforts regarding the environment and natural resources of the Chuckwalla Valley area and shall not be used, either directly or indirectly, to support or oppose any aspect of the Sunlight Project.

1.14 Revised Plan of Development; Record of Decision. Sunlight agrees that it shall incorporate any performance conditions set forth in this agreement into a Revised Plan of Development for the Sunlight Project, which will be submitted to the BLM prior to issuance of any Notice to Proceed for the Sunlight Project. The Parties agree and acknowledge that BLM shall incorporate the conditions set forth in Section 2 in its Record of Decision regarding the Proposed Plan Amendment and the Sunlight Project.

PROTEST RESOLUTION AGREEMENTS- NATURAL RESOURCES DEFENSE COUNCIL, DEFENDERS OF WILDLIFE, SIERRA CLUB, AND CENTER OF BIOLOGICAL DIVERSITY

Reporting of Natural Resource Monitoring Data. Sunlight agrees that it will provide all natural resource, air quality, water and desert tortoise monitoring data, including data regarding tortoises found during clearance activities, data about tortoise mortality after translocation and any other monitoring data about tortoises that the holder is required to provide pursuant to the requirements of the right of way (ROW) grant from BLM and the Biological Opinion issued by the U.S. Fish and Wildlife Service or other requests of the BLM Authorized Officer, to the public through a project website supported and funded by Sunlight as described in Section 2.2 below. The monitoring data shall be posted to the project website within 10 business days of its required submission to BLM.

Project Status and Contact Information Website. Sunlight agrees that it will establish a project-supported and publicly accessible website on which it will provide updated information regarding the Sunlight Project (i.e., both the Solar Farm and Gen-Tie Line) including, but not limited to, the natural resource monitoring data referenced in Section 2.1, the status and stage of phased construction activities, off-site compensation land acquisition, mitigation updates, operational status of the project and visitor's center information. The website will also include the contact information for the on-site project manager who will be available to address and respond to public inquiries.

Establishing Solar Exclusion Area. Sunlight agrees that it shall not file any new right-of-way grant application or seek to expand the Sunlight Project into the approximate 14,500 acre area to the north and east of the Sunlight Solar Farm (hereinafter, the "Exclusion Area"), and to the northwest, which is located within the scope of its original grant application encompassing approximately 19,000 acres in total. In conjunction with this Agreement, BLM has agreed, based on its evaluation of excluding the entire ROW application area from solar development and the findings in the Final EIS regarding the unsuitability of Exclusion Area for siting a large-scale solar energy development project, to establish a Solar Energy Exclusion Area that is identical to the Exclusion Area portion of the original ROW application area in conjunction with the approval of the Sunlight Project and Plan Amendment in its Record of Decision.

Water Rights. Sunlight agrees that it will not assert any claim to or interest in any water right to surface or groundwater associated with the project site, project construction, or operations, provided, however, that Sunlight may use groundwater at the Sunlight Project site consistent with the terms and conditions of Sunlight's ROW grant(s).

PV Panel Washing. Sunlight agrees that it will include language in the Revised Plan of Development for the Sunlight Project stating as follows: "Desert Sunlight believes that the PV modules themselves will not require washing and has therefore not proposed panel washing as part of project operation and maintenance. Desert Sunlight agrees that if it desires to wash the PV modules or panels, it will seek permission to do so from BLM."

Joshua Tree National Park Mitigation Monitoring. In accordance with MM-SD-02, Sunlight shall enter into a funding agreement to reimburse the National Park Service (“NPS”) for reasonable costs incurred by NPS in the monitoring of mitigation measures addressing fugitive dust, noise and nighttime lighting, and, in accordance with MM-SD-03, Sunlight shall develop, for NPS and BLM approval, a Signage and Guidance Plan to address potential indirect effects to Joshua Tree National Park (“JTNP”) as a result of the influx of workers associated with mobilization, construction and demobilization of the Sunlight Project. Sunlight agrees that it will post a copy of the executed funding agreement and any subsequent agreements or updates on the project-supported website so long as the NPS consents to this disclosure.

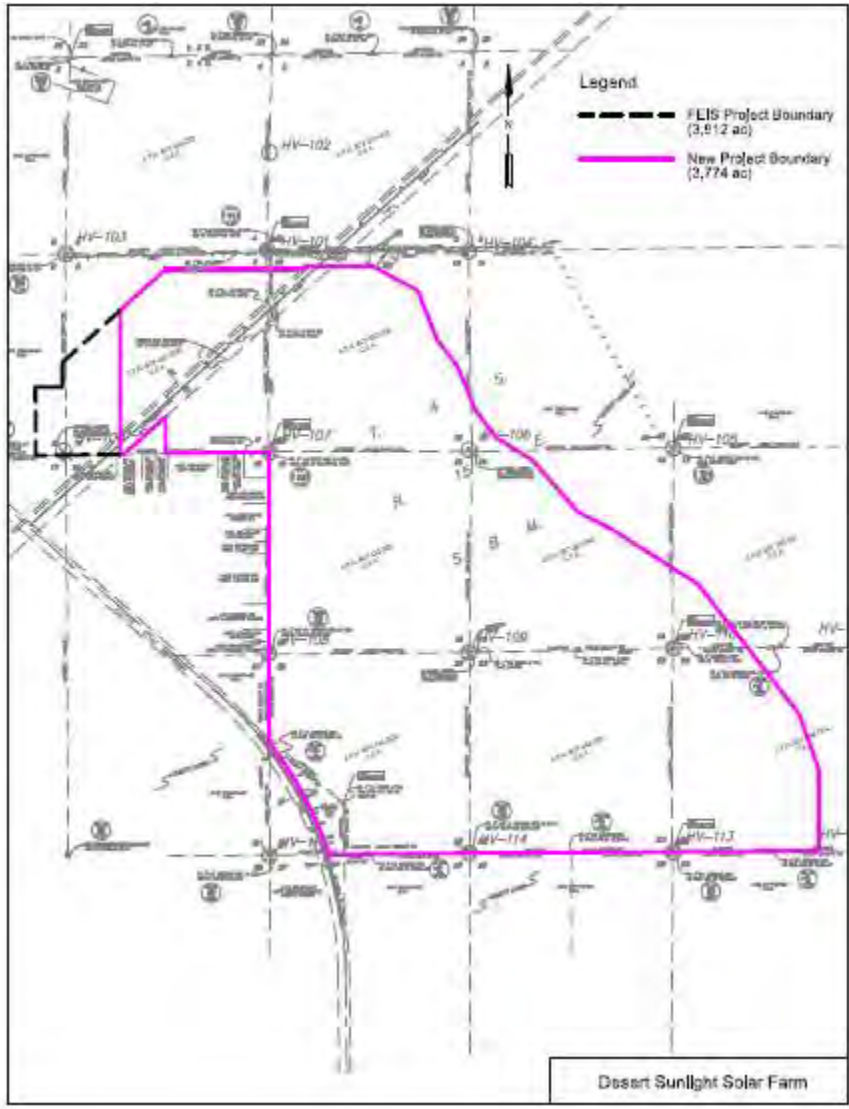
Air Quality Monitoring. Sunlight will conduct an air monitoring program that will monitor meteorological parameters and air pollutants, including wind-blown arsenic and heavy metals, PM 2.5 and PM 10, and ultrafine diesel emissions. Four monitoring stations will be used to collect PM 2.5 and PM 10 concentration data, each of which will be placed at points that will allow monitoring of winds in all directions, on a continuous basis, during construction and beyond that time as detailed below. After one year of operations following completion of all phases of construction, if the data available from both the construction period and one year of operations indicate that the Sunlight Project is meeting state health standards and that there are prevailing wind directions at the site, the company may use only two stations. If both of these conditions are not met, four stations will continue to be used. Data will be reported as a 24 hour time-weighted average and hourly basis. Additional equipment will be used to collect particulate matter for laboratory analysis for other air pollutants as stated above. Monitoring data and lab analyses will be made available on the public website provided for in this agreement according to the schedule established by the BLM but not less than monthly. Monitoring will be conducted during construction and for three years after completion of all phases of construction.

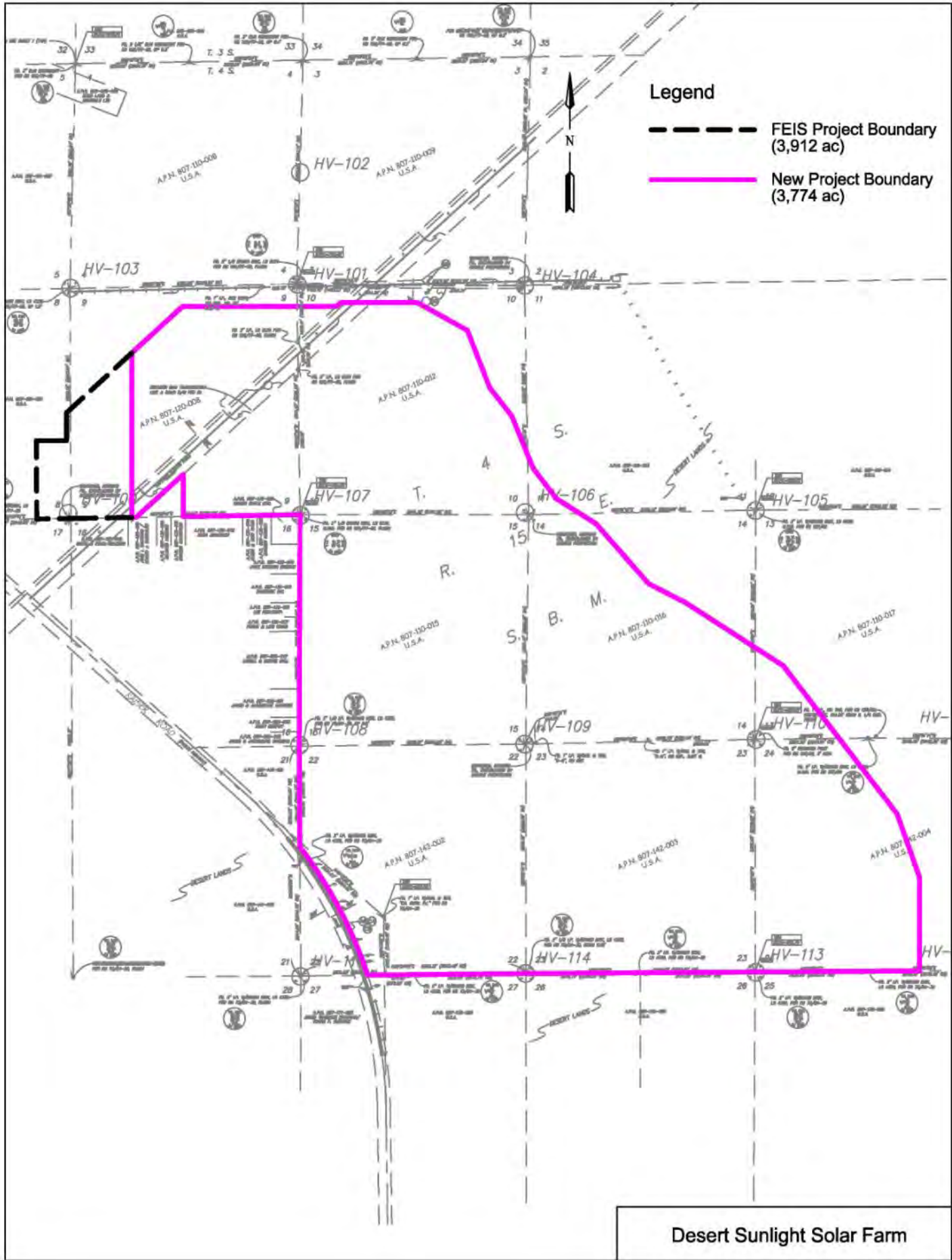
Acquisition of compensatory lands for portion of the Sunlight Project in Wildlife Habitat Management Area (“WHMA”). Sunlight will acquire 713 acres of compensatory lands in or adjacent to the Palen-Ford multi-species Wildlife Habitat Management Area (“WHMA”) or the Chuckwalla Desert Wildlife Management Area (“DWMA”) (at Sunlight’s option), to mitigate for the Sunlight Project impact to 713 acres of designated Palen-Ford multi-species WHMA lands at a 2:1 ratio. The 713 acres will be in addition to 713 acres required by governmental agencies.

Connectivity. In response to concerns regarding connectivity for desert tortoise, Sunlight will (1) submit to the U.S. FWS and BLM a plan for fencing that does not include any fencing along the west side of Kaiser Road past the first intersection of Kaiser Road and the Sunlight Project; (2) ensure that all traffic related to the construction of the project will enter the side below where the fencing ends on Kaiser Road; and (3) reconfigure Phase III of the Solar Farm portion of the Sunlight Project to exclude from development the lands identified as previously within the FEIS project boundary as shown on the following map.

Revised Plan of Development; Record of Decision. Sunlight agrees that it shall incorporate the performance conditions set forth in this agreement into a Revised Plan of Development for the Sunlight Project, which will be submitted to the BLM prior to issuance of any Notice to Proceed for the Sunlight Project. The Parties agree and acknowledge that BLM shall incorporate the conditions set forth in this agreement in its Record of Decision regarding the Proposed Plan

Amendment and the Sunlight Project and shall specify its positions regarding monitoring data, the Exclusion Area, and mitigation for the Wildlife Habitat Management Area.





Legend

- FEIS Project Boundary (3,912 ac)
- New Project Boundary (3,774 ac)

Desert Sunlight Solar Farm

PROTEST RESOLUTION AGREEMENT

THIS AGREEMENT (the “Agreement”) is entered into and made effective this the 30th day of July, 2011 (the “Effective Date”), by and between: **WESTERN WATERSHEDS PROJECT (“WWP”)**, a non-profit corporation whose address is 126 South Main Street, P.O. Box 1770, Hailey, ID 83333; and **DESERT SUNLIGHT HOLDINGS, LLC, DESERT SUNLIGHT 250, LLC**, a Delaware limited liability company, and **DESERT SUNLIGHT 300, LLC**, a Delaware limited liability company (collectively, “Sunlight”) a Delaware limited liability company whose address is 1111 Broadway, 4th Floor, Oakland, California, 94607. Each of the foregoing entities may be individually referred to herein as a “Party”, and collectively as, the “Parties.”

RECITALS

WHEREAS, Sunlight is the applicant to the Bureau of Land Management (“BLM”) for a right-of-way to install a photovoltaic solar energy generating facility known as the Desert Sunlight Solar Farm Project (“Sunlight Project”) on approximately 4,340 acres of public lands in the California Desert Conservation Area approximately six miles north of Desert Center, California;

WHEREAS, the BLM has proposed an amendment to the California Desert Conservation Area Plan (“Proposed Plan Amendment”) in order to accommodate the Sunlight Project;

WHEREAS, in connection with the proposed management plan amendment, the BLM has prepared a final environmental impact statement (“Final EIS”), which was issued on April 4, 2011, as required by the National Environmental Policy Act;

WHEREAS, pursuant to 43 C.F.R. § 1610.5-2, WWP has initiated a formal protest of the Proposed Plan Amendment and Final EIS in Letter addressed to BLM protest coordinator, Brenda Williams, dated May 13, 2011 (hereinafter “Protest Letter”);

WHEREAS, the Protest Letter set forth specific claims concerning the impact of the Proposed Plan Amendment and the Sunlight Project on the wildlife and natural resources of the project area;

WHEREAS, BLM convened a series of meetings between the Parties in an attempt to resolve the claims; and

WHEREAS, the Parties desire to resolve the claims set forth in the Protest Letter on the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual agreements herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to be bound as follows:

Section 1. DEFINITIONS.

As used throughout this Agreement, the following terms shall have the meanings set forth below:

1.1 The term “BLM” shall mean the Bureau of Land Management.

1.2 The term “Sunlight Project” shall mean the photovoltaic solar generating facility (“Solar Farm”) and generation interconnection line (“Gen-Tie Line”) which is proposed by Sunlight to be located on approximately 4085 acres of public lands in the California Desert Conservation Area located approximately six miles north of Desert Center, California, and more particularly described in the BLM Case File for the Right of Way Applications CACA-48649.

1.3 The term “Red Bluff Substation” shall mean the substation to be constructed, owned and operated by Southern California Edison, which is being reviewed and approved in conjunction with the Sunlight Project and provides interconnection for the Sunlight Project to the transmission grid.

1.4 The term “Final EIS” shall mean the final environmental impact statement prepared by the BLM and signed on April 4, 2011 by John Kalish, BLM Field Manager, for the purpose of evaluating the environmental impacts of the Proposed Plan Amendment and the Sunlight Project.

1.5 The term “Financial Close” shall mean the close of all financing, including funding authorized and guaranteed by the Department of Energy under the American Recovery and Reinvestment Act (“Financial Close”).

1.6 The term “NECO Plan” shall mean the Northern and Eastern Colorado Desert Coordinated Management Plan promulgated by the BLM in 2002 which amends a portion of the California Desert Conservation Area Plan of 1980.

1.7 The term “Sunlight” shall mean Desert Sunlight Holdings, LLC, a Delaware Limited Liability Company, along with its subsidiaries, which has applied to the BLM for a right-of-way to develop the Sunlight Project.

1.8 The term “Proposed Plan Amendment” shall mean the amendment to the California Desert Conservation Area Plan of 1980 (as previously amended) proposed by the BLM in order to accommodate the Sunlight Project.

1.9 The term “Protest Letter” shall mean the letter initiating the protest process for the Sunlight Project and the Proposed Plan Amendment pursuant to 43 C.F.R. § 1610.5-2 signed by Michael Connor on behalf of WWP, and addressed to BLM protest coordinator Brenda Williams and dated May 13, 2011.

1.10 The term “Protesting Party” shall mean Western Watersheds Project.

1.11 The term “DSSF” means Desert Sunlight Solar Farm.

Section 2. OBLIGATIONS OF SUNLIGHT.

2.1 Area Unavailable for Solar Development. In conjunction with the Protest Resolution Process, BLM is amending the CDCA plan to identify as unavailable for solar power generation the northern and eastern portion of the Project Study Area identified in the current DSSF ROW application CA-48649 (roughly 14,500 acres) that is not to be used for the Sunlight Project (solar farm and gen-tie) and the 136.58 acres in the northwest eliminated from Phase III in this Agreement. The total area unavailable for solar power generation is illustrated in the map entitled Map Lands Unavailable for Solar Development, incorporated by reference herein as Exhibit C. The subset of those lands showing the area eliminated from Phase III is incorporated by reference herein as Exhibit B.

Sunlight agrees that it shall not file any new right-of-way grant application or seek to expand the Sunlight Project into the area being identified as unavailable for solar power generation by BLM (approximately 14,500 acres to the north and east of the Sunlight Solar Farm and approximately 136.58 acres to the northwest, the latter of which has been eliminated from Phase III pursuant to this Agreement).

2.2 Connectivity. In response to the Protesting Party's concerns regarding connectivity for desert tortoise, Sunlight will reconfigure Phase III of the Solar Farm portion of the Sunlight Project to exclude from development the lands identified as previously within the FEIS project boundary as shown on Exhibit B.

2.3 Revised Plan of Development; Record of Decision. The Parties agree and acknowledge that BLM shall incorporate the conditions set forth in Sections 2.1 and 2.2 in its Record of Decision regarding the Proposed Plan Amendment and the Sunlight Project. Sunlight's agreement to include the conditions set forth in Section 2.1 in BLM's approval documents for the Sunlight Project shall not give rise to any new or additional right of action or appeal by the Protesting Parties to enforce these conditions beyond that which separately exists under federal statute or regulation for third party enforcement of the applicable BLM approvals and Section 4.3 of this Agreement.

Section 3. OBLIGATIONS OF PROTESTING PARTIES.

3.1 Withdrawal of Protest. Upon execution of this Agreement and assurance from the BLM in a form reasonably satisfactory to the Protesting Party that the conditions imposed on the Sunlight Project in this Agreement will be incorporated into the BLM's project documents, including the Record of Decision, Right-of-Way ("ROW") Grant(s) or Revised Plan of Development, the Protesting Party shall withdraw and release the claims set forth in the Protest Letter.

3.2 Covenant Not to Sue. Upon execution of this Agreement, the Protesting Party agrees not to commence or maintain any assertion, demand, complaint, suit, intervention, or similar action, whether at law or in equity, and whether before an administrative body or in a court of law which would: (1) challenge BLM's Proposed Plan Amendment to the California Desert Conservation Plan regarding the Sunlight Project or Red Bluff Substation; or (2) challenge the FEIS, the ROD, the ROW Grant(s), and/or the Notice(s) to Proceed prepared by

BLM in conjunction with the Proposed Amendment. The Protesting Party reserves the right to commence or maintain any assertion, demand, complaint, suit, intervention, or similar action not specifically released hereunder. The Protesting Party also reserves the right, upon a change in conditions, to file litigation to ensure that the Sunlight Project is constructed, operated and decommissioned in conformance with all state and federal authorizations, permits and applicable laws and regulations and to enforce the terms of this Agreement. Prior to commencing or maintaining any assertion, demand, complaint, suit, intervention or similar action, the Protesting Party shall: (1) make good faith efforts to communicate their concerns to and cooperate with Sunlight or its affiliates, to resolve the facts or circumstances that they believe form a reasonable basis to challenge the Sunlight Project or Red Bluff Substation; and (2) and allow Sunlight, or its affiliates or subsidiaries, a reasonable period of time to remedy the facts and/or circumstances that form the basis for their concerns.

Except for the obligations provided herein, Sunlight and each of its representatives, agents, attorneys, successors and assigns hereby unconditionally release, acquit and forever discharge the Protesting Party and each of its representatives, participating unions, attorneys, agents, successors and assigns from any and all claims, demands, injuries, actions, causes of action, either at law or in equity or of any kind, nature or description, known or unknown, which Sunlight has had in the past or has up through the Effective Date against the Protesting Party arising out of, based upon or relating directly or indirectly to the Sunlight Project or Red Bluff Substation.

Except for the obligations provided herein, the Protesting Party and each of its representatives, agents, attorneys, successors and assigns hereby unconditionally release, acquit and forever discharge Sunlight and each of its representatives, attorneys, agents, successors and assigns from any and all claims, demands, injuries, actions, causes of action, either at law or in equity or of any kind, nature or description, known or unknown, which the Protesting Party has had or now has against Sunlight out of, based upon or relating directly or indirectly to the Sunlight Project or Red Bluff Substation.

The Parties are aware that facts may be discovered later that are different from and/or in addition to those that the Parties now know or believe to be true. The Parties acknowledge that they have been informed by their attorneys regarding, and are familiar with, California Civil Code section 1542 which provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

The Parties expressly waive all rights under Civil Code section 1542 and intend that the foregoing releases and discharges extend to all claims either Party has had or has against the other up through the Effective Date regarding the Sunlight Project or Red Bluff Substation, including those that would otherwise be excepted by operation of Civil Code section 1542.

3.3 Sunlight’s Communication Obligations. In any official notice or statement, Sunlight shall speak in positive terms about its collaboration with the Protesting Party to

mitigate the environmental impacts of the Sunlight Project, provided, however, that Sunlight is not obligated to issue any press release.

For purposes of Sections 3.3, “official notice or statement” means any written or verbal communication with the media, public-at-large, elected or appointed officials or their staff or consultants, government agencies, customer or potential customers of Sunlight, or that which occurs as a part of any formal or informal stakeholder process.

3.4 Mutual Obligations and Communications. Neither of the Parties shall characterize the views of other Party regarding relative support or opposition to the Sunlight Project. Should any Party publicly characterize the views of another without their express permission a formal retraction shall be provided to all media outlets that carried the original statement.

Section 4. CONFIDENTIALITY.

The discussions leading up to this Agreement, including any information, communication, memorandum or similar document that in any way related to or results from the Sunlight Project and this Agreement are confidential, and shall not be revealed by any Party. In the event any Party discloses this Agreement in accordance with the terms of this paragraph, the disclosing Party shall provide prior notice of such disclosure to the non-disclosing Party and ask for permission to make such disclosure, provided that Sunlight shall not require notice or permission to disclose this Agreement to relevant employees, agents, consultants, or financial parties, so long as those to whom it is disclosed pledge to keep the Agreement confidential from the public.

MISCELLANEOUS.

4.1 Term. This Agreement shall be a binding obligation on the Parties as of the Effective Date, provided however, in the event the BLM does not incorporate language substantially similar to the language set forth in Exhibit A attached hereto into its Record of Decision regarding the Sunlight Project and Sunlight does not submit the Revised Plan of Development, including the conditions set forth in Section 2, to the BLM, this Agreement shall be null and void, and the Parties returned to their respective positions as if the Agreement had never been signed.

4.2 Notices. Any notices required under this Agreement shall be sent to the parties at the addresses below or such other address as a party may request from time to time.

If to Western Watersheds Project:

P.O. Box 2364
Reseda, CA 91337
Attn: Michael Connor

126 South Main Street
P.O. Box 1770
Hailey, ID 83333
Attn: Jon Marvel

If to Desert Sunlight Holdings, LLC:

Desert Sunlight Holdings, LLC
1111 Broadway, 4th Floor
Oakland, CA 94607
Attn: Legal Department

4.3 Damages. The Parties agree (i) that the performance of the obligations of this Agreement are paramount; (ii) that, in the event of a breach, monetary damages will provide inadequate relief; and (iii) that each may only seek specific performance of such obligations. The Parties expressly waive and forego the right to seek monetary damages for any breach of this Agreement.

4.4 Entire Agreement. This Agreement constitutes the entire agreement of the Parties and any prior discussions, warranties, representations, understandings or agreements are merged herein and barred hereby. Each Party warrants and represents that it is not relying on any information, projection, prediction or representation, written or verbal, from any source, except as expressly set forth in this Agreement.

4.5 No Amendment. This Agreement may not be amended except by a writing, signed by each of the Parties, which writing sets forth as its express purpose the amendment of this Agreement. This Agreement may not be amended orally, by implication, waiver, course of dealing or industry custom,

4.6 Time of the Essence. Time is of the essence under this Agreement.

4.7 Successors and Assigns. This Agreement will inure to the benefit of, and responsibilities hereunder shall bind, the Parties, their successors, heirs, and assigns.

4.8 No Third Party Beneficiaries. This Agreement shall be for the benefit of the named Parties and others as expressly provided herein. This Agreement shall not be interpreted, directly or by implication, to provide any rights, assurances or benefits to any third parties.

4.9 California Contract. This Agreement shall be a California contract. This Agreement shall be performed in, and construed under, the laws of the State of California

4.10 No Waiver. No waiver by either Party of any breach by the other of any provision of this Agreement shall be deemed or construed to be a waiver of any subsequent or continuing breach of the same or any other provision of this Agreement; nor shall any forbearance by either Party from the exercise of a remedy for any such breach be deemed or construed to be a waiver by such party of any of his rights or remedies with respect to such breach.

4.11 Counterpart. It is agreed that this Agreement may be signed either on a single document, or in counterpart, and when executed, such counterparts shall have the same force and effect as if originally executed on one document.

4.12 Certification. Each person executing this Agreement on behalf of an entity personally certifies and warrants to all other Parties that this transaction has been duly authorized and approved by such entity, that such person is authorized to sign on behalf of such entity, that no other signature is required to bind such entity, and that such entity shall be legally bound as set forth herein by such signature.

[The remainder of this page is intentionally left blank; signature pages to follow]

IN WITNESS WHEREOF, the parties have entered into and made this Agreement effective as of the date first set forth above.

WESTERN WATERSHEDS PROJECT



BY: _____

NAME: Jon Marvel _____

TITLE: Executive Director _____

DATE: 07/30/11 _____

IN WITNESS WHEREOF, the parties have entered into and made this Agreement effective as of the date first set forth above.

DESERT SUNLIGHT HOLDINGS, LLC

BY: Lisa Bodenstern

NAME: Lisa Bodensteiner

TITLE: Vice President

DATE: 7/30/11

DESERT SUNLIGHT 250, LLC

BY: Lisa Bodenstern

NAME: Lisa Bodensteiner

TITLE: Vice President

DATE: 7/30/11

DESERT SUNLIGHT 300, LLC

BY: Lisa Bodenstern

NAME: Lisa Bodensteiner

TITLE: Vice President

DATE: 7/30/11

EXHIBIT A

Form of Language to be included in the BLM Record of Decision

The FEIS was available for a 30-day public review and protest period. The 30-day public comment and protest period closed on _____. The comments that were submitted on the FEIS and the Bureau's responses thereto are included in Appendix _____. The protests have been resolved by the Director or, as noted below, have been withdrawn by the protesting party. At the request of various interested organizations, the BLM met, in accordance with its policy (BLM Land Use Planning Handbook, Appendix E, p.6 (2005)) in an effort to resolve the protest issues raised by these groups.

As a result of these meetings, the organizations and the project applicant agreed to certain project conditions which were reduced to writing and presented to the BLM for inclusion in the BLM Preferred Alternative. These conditions require the applicant to (1) support the finding in the ROD establishing an area unavailable for solar development on certain lands in the original ROW application; and (2) agree to project modifications to address connectivity concerns by reconfiguring Phase III of the Solar Farm portion of the Sunlight Project to exclude from development 136.58 acres of land identified as previously within the FEIS project boundary as shown on Exhibit B. These conditions are subject to limitations agreed upon by the parties.

According to the agreement between and among the project applicant and the organizations, these and other agreed-upon terms have been incorporated into a Revised Plan of Development for the project. The BLM has analyzed these terms and has determined that they do not require BLM to supplement the FEIS prior to issuance of the ROD.

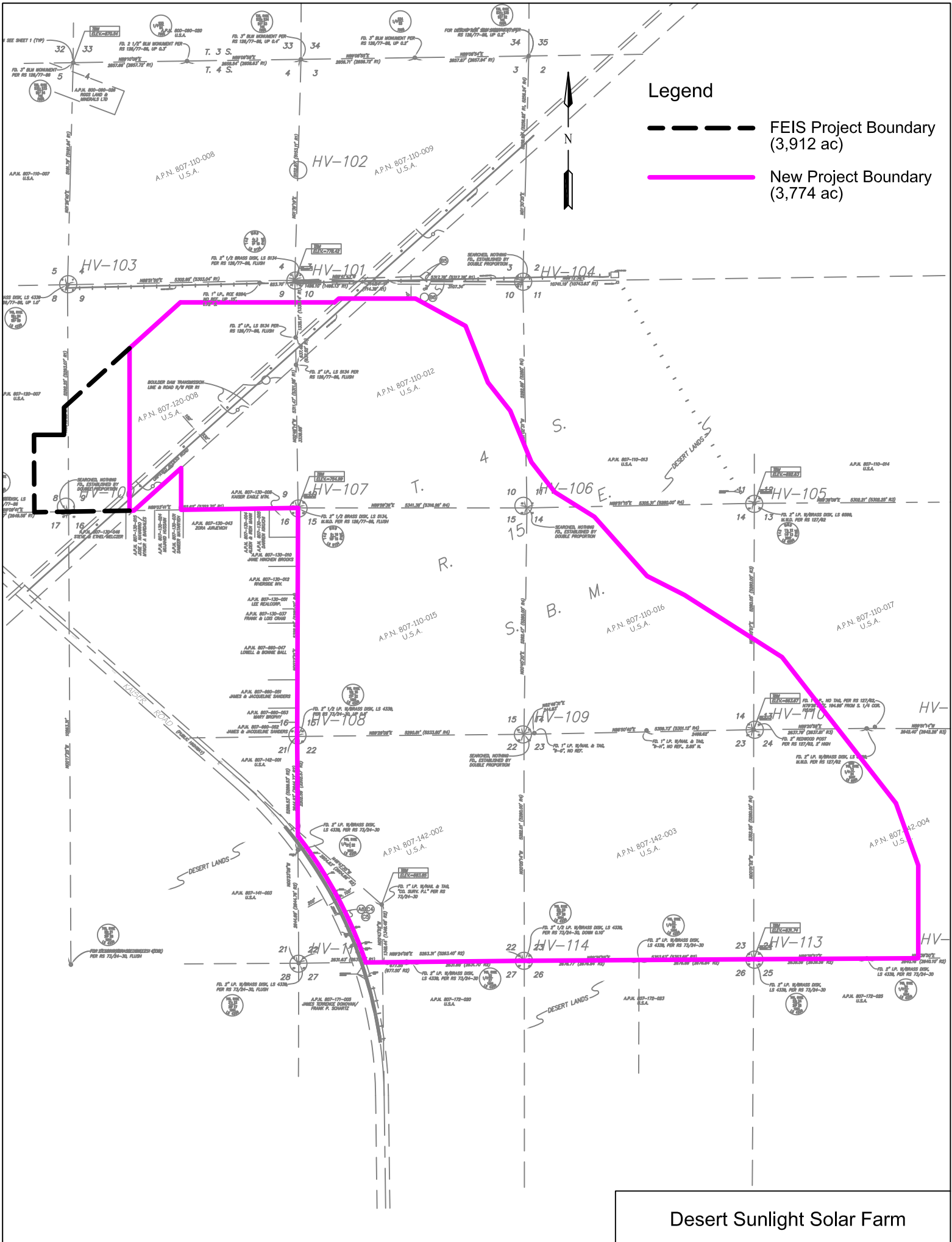
The BLM has determined that the terms fall within the alternatives analyzed in FEIS, has accepted these agreed upon terms as part of the amended plan of development, and has incorporated into and will administer these terms as part of the right-of-way grant in accordance with 43 CFR 2805.12(i)(5), 2807.16, and 2807.17. The agreed upon conditions are not subject to amendment without the agreement of the applicant and the organizations and only if approved by the BLM in accordance with 43 CFR 2807.20. The organizations have withdrawn their protests.

In addition to these agreements, the BLM has agreed to the following terms:

1. Other Lands in the ROW Unavailable for Solar Development: During NEPA review for the Desert Sunlight solar project right of way application, the BLM acknowledged the apparent "high conflict" value of approximately 14,500 acres in the northern and eastern portions of the original project application (approximate 19,000 acre) site. During pre-application review and in the formulation of the plan of development now reflected in the preferred alternative, BLM and the project proponent adjusted the actual footprint of the project which now encompasses approximately 4,085 acres of public lands, avoiding the acknowledged apparent high conflict area. The Final Environmental Impact Statement (Final EIS) for the Desert Sunlight solar project concluded that the "Larger Project" alternative (which included the 550 MW proposed project along with an additional 450 MW proposal, and which encompassed an approximate 8000 acre area, including acreage to the east and north of the preferred alternative) would have greater environmental impact without technological advantage and would not be an

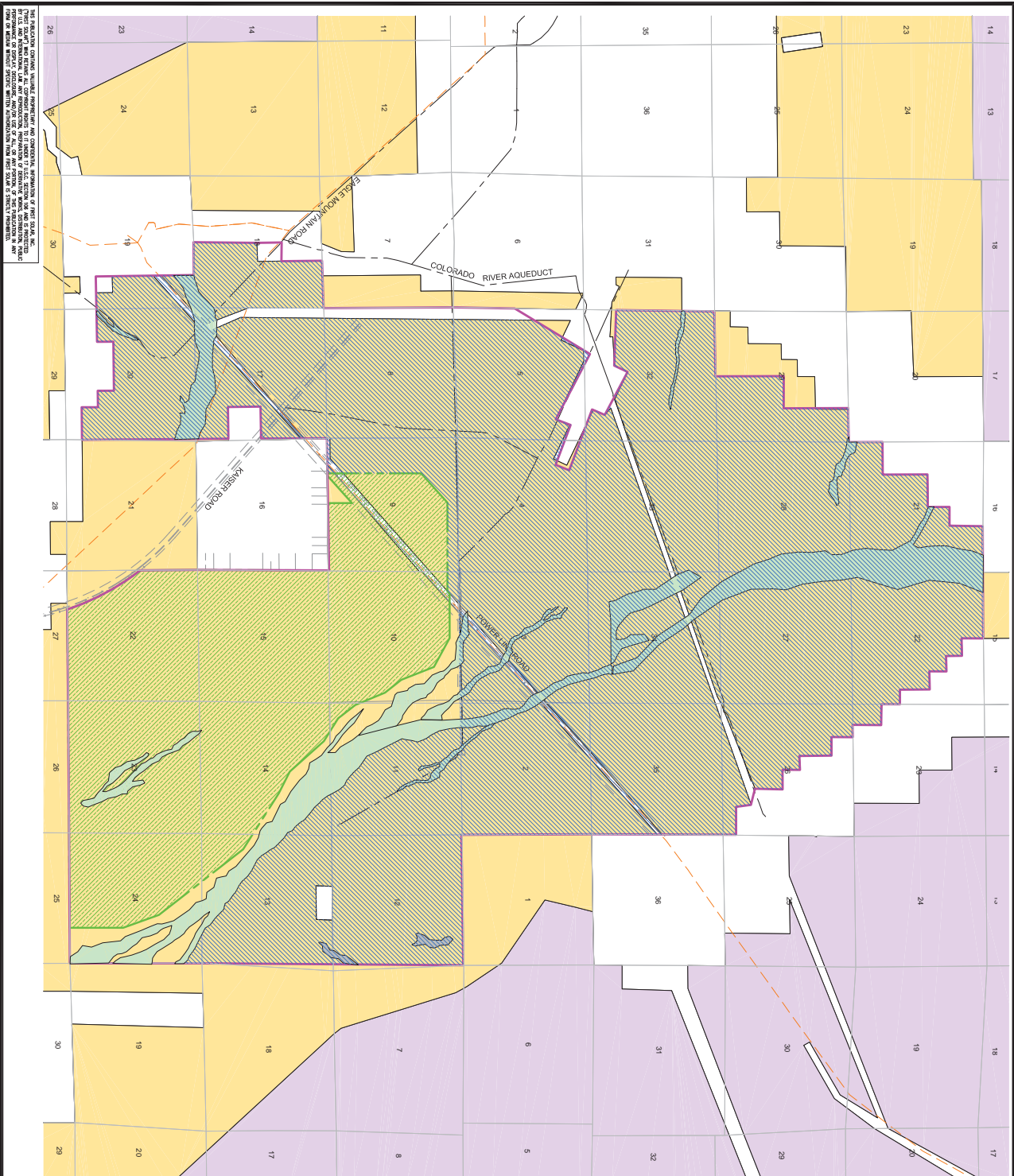
appropriate location for siting a large-scale solar energy development project (FEIS at 2-128). The Larger Project alternative was therefore not considered for full analysis in the EIS.

In conjunction with the Protest Resolution Process, BLM is amending the CDCA plan to identify as unavailable for solar power generation the northern and eastern portion of the Project Study Area identified in the current Desert Sunlight Solar Farm (DSSF) ROW application CA-48649 (roughly 14,500 acres) that is not to be used for the Sunlight Project (solar farm and gen-tie) and the 136.58 acres in the northwest eliminated from Phase III in this Agreement.

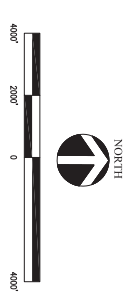


Legend

- FEIS Project Boundary (3,912 ac)
- New Project Boundary (3,774 ac)



- LEGEND**
- SOLAR FARM STUDY BOUNDARY
 - EXISTING ROAD
 - EXISTING TRANSMISSION LINE
 - US BUREAU OF LAND MANAGEMENT LAND
 - US NATIONAL PARK SERVICE LAND
 - PRIVATE PROPERTY
 - SOLAR FARM SITE
 - UNAVAILABLE FOR SOLAR DEVELOPMENT
 - DESERT WASH WOODLAND
 - SAND DUNE



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REV.	DATE	REVISION DESCRIPTION	BY	CHK	APP

DESERT SUNLIGHT
 SOLAR FARM
 RIVERSIDE COUNTY
 CALIFORNIA
 550 MW-ac

PROFESSIONAL ENGR.



UNAVAILABLE
 AREA FOR
 DEVELOPMENT

SHEET 1 OF 1