

**AGREEMENT TO REPOWER TURBINES AT THE
ALTAMONT PASS WIND RESOURCES AREA**

THIS AGREEMENT (the "Agreement") is entered into as of this 3rd day of December 2010, by and between **Golden Gate Audubon Society, Ohlone Audubon Society, Mount Diablo Audubon Society, Santa Clara Valley Audubon Society, and Marin Audubon Society** (collectively "Audubon"); and **Californians for Renewable Energy ("CARE"); and Green Ridge Power LLC, Windpower Partners 1990, L.P., Windpower Partners 1991, L.P., Windpower Partners 1991-2, L.P., and Windpower Partners 1992, L.P.** (collectively, "NextEra Wind"), and the **People of the State of California, ex rel Attorney General ("AG")**. Audubon, CARE, NextEra Wind and the AG are referred to individually as a "Party" and collectively as the "Parties."

RECITALS

This Agreement is made with respect to the following recitals of fact:

- A. On September 22, 2005, the Alameda County Board of Supervisors approved conditional use permits ("CUPs") for the operation of existing wind turbines by NextEra Wind and other wind power companies (the "Wind Power Companies") at the Altamont Pass Wind Resources Area ("APWRA").
- B. On or about October 2005 Audubon and CARE petitioned the Alameda County Superior Court for a writ of mandate to set aside the CUPs.
- C. In January 2007, Audubon, CARE, Alameda County and the Wind Power Companies entered into a settlement agreement ("2007 Settlement Agreement"). On January 11, 2007, Alameda County modified the CUPs for the Wind Power Companies to be consistent with the 2007 Settlement Agreement.
- D. The 2007 Settlement Agreement requires the Wind Power Companies to reduce raptor mortality by 50% and to implement adaptive management measures if a 50% reduction in mortality is not achieved. The 2007 Settlement Agreement also contemplates the development of a Natural Communities Conservation Plan ("NCCP")/Habitat Conservation Plan ("HCP") or similar agreement to address the long-term operation of wind turbines at the APWRA.
- E. The Parties believe repowering old generation Kenetech 56-100 and KVS 33 turbines ("Old Generation Turbines") to be the most effective measure to reduce mortality at the APWRA.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

1. Relationship to 2007 Settlement Agreement

The Parties agree that ESI Energy, LLC, ESI Bay Area GP, Inc., ESI Tehachapi Acquisitions, Inc., and ESI Altamont Acquisitions, and their respective affiliates (collectively, the "NextEra Settlers") and NextEra Wind will have satisfied their obligations under the 2007 Settlement Agreement to reduce raptor mortality by 50% provided NextEra Wind is in compliance with this Agreement.

2. Repowering Schedule

NextEra Wind (or, hereinafter, any new entities formed for repowering purposes) will repower the Old Generation Turbines it currently owns and operates in the APWRA, as the APWRA is currently delineated in Alameda and Contra Costa Counties, as soon as commercially reasonable as defined below, in not more than three phases, each phase representing up to approximately 80 MW, in accordance with the terms of this Agreement. In order to repower existing Old Generation Turbines for Phases 2 and 3 as specified below, NextEra Wind may need to exchange certain Old Generation Turbines for a similar number of Old Generation Turbines that, as of the effective date of this Agreement, are under the control of another wind turbine operator in the APWRA. In the event NextEra Wind acquires additional turbines after the effective date of this Agreement, other than those Old Generation Turbines that may be acquired pursuant to an exchange to facilitate repowering of Phases 2 and 3, NextEra Wind shall repower such turbines in accordance with Section 2.4 below.

2.1 Phase 1

Phase 1 will be based in Contra Costa County. Phase 1 will be described in the Environmental Impact Report ("EIR") Contra Costa County is preparing for the Vasco Winds project. NextEra Wind will repower Phase I promptly after all necessary local, state and/or federal entitlements, permits, certifications or similar approvals (collectively referred to as "Approvals") are obtained. If Approvals are obtained by February 28, 2011, NextEra Wind will repower Phase 1 by December 31, 2011, unless there are circumstances beyond NextEra Wind's control as provided in Section 3.

Regardless of whether Approvals are obtained by February 28, 2011, NextEra Wind will continue to use all commercially reasonable efforts to repower the Phase 1 turbines by December 31, 2012.

2.2 Phase 2

Phase 2 will be based in Alameda County. Phase 2 will be described in a programmatic EIR that Alameda County prepares for repowering the Alameda portion of the APWRA or a project specific EIR to address NextEra Wind's proposed project. NextEra Wind will repower Phase 2 promptly after all Approvals are obtained. If Approvals are obtained by September 30, 2011, NextEra Wind will repower Phase 2 by December 31, 2012, barring unforeseen delays. If Approvals are obtained by September 30, 2012, NextEra Wind will repower Phase 2 by December 31, 2013, unless there are circumstances beyond NextEra Wind's control as provided in Section 3. Completion of Phase 1 shall not be a prerequisite for initiation of Phase 2.

Regardless of whether Approvals are obtained by September 30, 2012, NextEra Wind agrees it will continue to use all commercially reasonable efforts to repower the Phase 2 turbines by December 31, 2014.

2.3 Phase 3

Phase 3 will be based in Alameda County. Phase 3 may be described in a focused EIR that tiers off of Alameda County's programmatic EIR. NextEra Wind will repower Phase 3 promptly after all Approvals are obtained. If Approvals for Phase 2 are obtained by September 30, 2011 and Approvals for Phase 3 are obtained by September 30, 2012, NextEra Wind will repower Phase 3 by December 31, 2013, barring unforeseen delays. If Approvals for Phase 2 are obtained by September 30, 2012 and Approvals for Phase 3 are obtained by September 30, 2013, NextEra Wind will repower Phase 3 by December 31, 2014, unless there are circumstances beyond NextEra Wind's control as provided in Section 3. Notwithstanding the foregoing, NextEra Wind may repower Phases 2 and 3 simultaneously.

Regardless of whether Approvals are obtained by September 30, 2013, NextEra Wind agrees it will continue to use all commercially reasonable efforts to repower the Phase 3 turbines by September 30, 2015.

2.4 Subsequently acquired turbines

If, after the effective date of this Agreement, NextEra Wind (or any entities formed for such purposes relative to this subsection) acquires non-repowered turbines (including but not limited to Kenetech 56-100 and KVS-33 turbines) from current owners or operators in the APWRA, NextEra Wind will use commercially reasonable efforts to coordinate repowering of such turbines with the repowering schedule outlined above. Notwithstanding the foregoing, NextEra Wind shall shutdown such subsequently acquired turbines no later than one (1) year after the commercial operation date ("COD") for Phase 3 or the date of their acquisition, whichever is later. NextEra Wind shall use commercially reasonable efforts to remove all subsequently acquired turbines within three (3) months and in no event more than six (6) months after their shutdown. Prior to repowering, such turbines shall be subject to the 2007 Settlement Agreement. Notwithstanding the foregoing, Old Generation Turbines acquired pursuant to the exchange outlined in Section 2 shall be repowered pursuant to the schedule for Phases 2 and 3.

3. Commercially Reasonable Efforts; Meet and Confer Requirements

For each phase of repowering, NextEra Wind shall exercise all reasonable and good faith efforts and use all reasonable due diligence to enter into a power purchase agreement under commercially reasonable terms, and to obtain all necessary Approvals to satisfy the requirements of that power purchase agreement in order to meet the repowering schedules specified in Sections 2.1 through 2.4 herein. Provided NextEra Wind exercises all reasonable and good faith efforts and uses all reasonable due diligence, NextEra Wind shall not be deemed in violation of this Agreement for failing to repower in accordance with the schedules specified in Sections 2.1 through 2.4 herein. Notwithstanding the foregoing, NextEra Wind shall shut down all Old Generation Turbines it owns and operates no later than November 1, 2015 and shall remove any and all such turbines within the APWRA no later than March 15, 2016 except as provided for in

section 2.4. Notwithstanding any provision in this Agreement to the contrary, NextEra Wind shall have no liability to any of the Parties for failure to repower in accordance with its obligations under this Agreement so long as NextEra Wind satisfies its shut down and removal obligations as described in the preceding sentence.

The Parties recognize that, despite the use of commercially reasonable efforts, NextEra Wind may not be able to meet one or more of the repowering schedules specified in Sections 2.1 through 2.4, due to circumstances that are beyond its control, such as unavailability of turbines, or inability to obtain Approvals or commercially reasonable power purchase agreements despite NextEra Wind's reasonable, good faith efforts and the exercise of all reasonable due diligence. If NextEra Wind cannot meet any or all of the repowering schedules specified in Sections 2.1 through 2.4 due to circumstances beyond its control, NextEra Wind shall notify the other Parties to this Agreement in writing within thirty (30) days after NextEra Wind reasonably determines that it will be unable to do so. NextEra Wind shall propose a place within Alameda County, and possible dates and times for the Parties to meet and confer within thirty (30) days after NextEra Wind provides such written notification, unless the Parties agree in writing to an alternative time frame to meet and confer. Ten (10) days prior to the agreed upon date and time for the meet and confer meeting of the Parties, NextEra Wind shall provide written support for why one or more of the repowering schedules in Section 2 cannot be met and shall provide a proposed new schedule for repowering. Any new schedule proposed by NextEra Wind and/or agreed to by the Parties does not alter NextEra Wind's obligation to shut down all Old Generation Turbines it owns or operates within the APWRA by November 1, 2015 and remove such turbines within the APWRA by March 15, 2016 and to shut down all subsequently acquired turbines as provided for in Section 2.4.

If the Parties are unable to reach agreement on a new repowering schedule, NextEra Wind shall operate any remaining non-repowered turbines according to the Avian Wildlife Protection Program and Schedule in NextEra Wind's Conditional Use Permits adopted on January 11, 2007 (Exhibit G-1) by the Alameda County Board of Supervisors, including any requirements to remove High Risk Turbines (hazardous turbines ranked 7.0 and above) and Unproductive Turbines and other requirements described in any County-approved adaptive management plan. Notwithstanding the foregoing, NextEra Wind may apply to the Alameda County Scientific Review Committee ("SRC") for credit for removal of any High Risk Turbines due to repowering already achieved and/or removal of turbines that have been or will be required pursuant to this Agreement that are in excess of what would otherwise be required pursuant to the Avian Wildlife Protection Program and Schedule, as amended by any County-approved adaptive management plan.

4. Siting of Repowered Turbines

NextEra Wind shall site repowered turbines within each of the three phases of repowering described in Sections 2.1 through 2.3 based on the best scientific and commercial data, including studies that rely on methods in peer-reviewed scientific journals, which are available at the time the draft NextEra Wind is circulated for public and agency review and comment for each applicable phase of repowering. The Parties agree that siting of repowered turbines shall be based on field data that confirm the behavior, utilization and distribution patterns of affected avian and bat species prior to the installation of any new repowered turbines, as well as based on

appropriate computer models that predict the most dangerous locations for birds and bats based on site geography and topography. The Parties agree that utilizing field data and computer modeling prior to the installation of any new repowered turbines within each phase is essential for ensuring the maximum possible avoidance and reduction of avian and bat mortality from the current old-generation turbines.

The Parties further agree that, in addition to siting of each phase based on pre-construction geographic and topographic surveys and direct observations and modeling of bird and bat utilization and behavior at the site, siting of Phase 2 and each subsequent phase also shall be based on post-construction monitoring data from each applicable earlier phase (fatality and bird and bat utilization and behavior monitoring), as well as on monitoring data, reports and studies from other repowering projects. The post-construction monitoring data shall be used to evaluate the validity of the previous pre-construction siting evaluations and to update and improve the siting evaluations for each subsequent repowering phase.

4.1 Phase 1 siting

Phase 1 turbines will be sited by incorporating the analysis included in Smallwood and Neher, *Siting Repowered Turbines to Minimize Raptor Collisions at Vasco Winds*, 03 June 2010 ("Vasco Winds Siting Report"), which evaluates a digital elevation model (DEM) and raptor use and behavior data to develop geographical and topographical map-based predictive models of where raptors more often fly and perform specific hazardous behaviors such that location of repowered turbines in these areas would create the greatest risk to raptors.

4.2 Phases 2 and 3 and subsequently acquired turbines siting

Phases 2 and 3 and subsequently acquired turbines will be sited by incorporating (when scientifically and technically applicable) the Vasco Winds Siting Report, as well as post-construction monitoring data of each applicable earlier Phase, and pre-construction geographical and topographical map-based predictive models based on raptor use and behavior studies in the APWRA, and any additional studies published in peer-reviewed scientific journals that are in existence at the time the draft EIR for the particular repowering phase is circulated for agency and public review and comment.

The Parties shall meet and confer to discuss the siting for each repowering phase prior to NextEra Wind submitting the siting plan for the final array of turbines for each repowering phase to Alameda County for environmental review. NextEra Wind shall notify the other Parties to this Agreement in writing, proposing a place within Alameda County and possible dates for the Parties to meet and confer within twenty (20) days after NextEra Wind provides such written notification, unless the Parties agree in writing to an alternative time frame to meet and confer. Ten (10) days prior to the agreed upon date and time for the meet and confer meeting, NextEra Wind shall provide the other Parties to this Agreement a siting plan and written explanation of the siting of the proposed turbines. The written explanation shall include a justification for the deviation(s), if any, from any map-based predictive models as described above. Additionally, the consultant who prepared the map-based predictive models shall make a technical presentation during the meet and confer meeting. The Parties agree to work in good faith to resolve any disagreement they may have over the proposed siting plan. In the event the Parties are unable to

resolve their differences, the AG and/or Audubon and/or CARE may submit comments to the SRC explaining their concerns.

NextEra Wind agrees to consult with the SRC during preparation of the EIRs for Phases 2 and 3 in accordance with the terms of the Conditional Use Permits. The Parties agree that the SRC may assist in the technical evaluation of the scope and content of the EIRs to be prepared for Phases 2 and 3, respectively. The Parties agree that the SRC must be given adequate opportunity to review and comment on the draft EIRs for Phases 2 and 3.

5. Monitoring and Further Management Measures

5.1 Post-construction monitoring

Each phase of repowered turbines will be subject to three years of post-construction monitoring unless additional monitoring is required pursuant to Section 5.2 below. Post-construction monitoring shall begin no later than three (3) months after the COD for each phase. Post-construction monitoring shall include collecting field data on behavior, utilization and distribution patterns of affected avian and bat species in addition to fatalities. In addition, each phase of repowering shall be subject to two years of further monitoring commencing on the tenth anniversary of its COD. NextEra Wind also agrees to provide access to qualified third parties to conduct any additional monitoring after the initial three year monitoring period has expired and before the additional two year monitoring period has commenced, and after the additional two year monitoring period has expired, provided that such additional monitoring utilizes scientifically valid monitoring protocols that yield results which are reasonably comparable to other efforts to monitor NextEra Wind's repowered turbines. The initial three year monitoring period and the subsequent two year monitoring period together shall constitute the post-construction monitoring period.

NextEra Wind agrees to implement monitoring of all repowered turbines for fatalities pursuant to an enforceable monitoring program established in consultation with the Contra Costa County Technical Advisory Committee ("TAC") established pursuant to Contra Costa County's Vasco Winds EIR or the SRC, as applicable. The monitoring shall use red-tailed hawks, golden eagles, American kestrels and burrowing owls ("Focal Raptor Species") and bats as benchmarks for evaluating the effectiveness of the overall NextEra Wind repowering effort pursuant to Section 2 herein and to inform and update siting analyses for each subsequent phase of the overall repowering effort and for any other future repowering efforts. NextEra Wind also will conduct bird and bat utilization and behavior studies, in consultation with the TAC or the SRC, for each phase of repowering in order to inform and update siting analyses for each subsequent phase of the overall NextEra Wind repowering effort and for any other future repowering efforts. NextEra Wind also shall monitor each repowered turbine at least once per month for the duration of the post-construction monitoring period for fatalities of the four focal raptor species, bats and all other bird species, as recommended by the TAC and the SRC, as appropriate. Finally, NextEra Wind shall monitor a subset (30%) of the repowered turbines at least twice per month for the duration of the post-construction monitoring period for each phase of repowering for fatalities, bird and bat utilization and/or behavior, in consultation with the TAC or the SRC, as appropriate.

Post-construction monitoring shall be conducted by a reputable consultant with applicable experience ("Monitor"). NextEra Wind shall select the Monitor from the following list: Insignia Environmental, Ventus Environmental Solutions, CH2M Hill, or another Monitor recommended by the SRC or TAC or agreed to by the Parties. Post-construction monitoring shall not exceed \$300,000 annually per phase, including the production of monitoring reports, as adjusted for inflation.

The Monitor shall prepare interim, annual monitoring reports within three months of completing each year of post-construction monitoring, and shall prepare a final three year Monitoring Report within six months of completing three years of post-construction monitoring for each phase of repowering and a final two year Monitoring Report within six months of completing two years of post-construction monitoring. All monitoring reports shall report adjusted and unadjusted annual fatalities for the Focal Raptor Species, bats and all other bird species on a per-turbine and per megawatt basis. The monitoring reports shall also summarize the results of the bird and bat behavior and use studies for the preceding one or three years, as applicable. The Monitor shall supplement the final three year Monitoring Report for each repowering phase with subsequent monitoring data collected in accordance with this Agreement.

5.2 Fatality reduction measures

The SRC or TAC, as applicable, shall review the final three year Monitoring Report for each repowering phase to evaluate whether any repowered turbines are causing significantly disproportionate Focal Raptor and/or bat fatalities relative to other turbines included within that particular phase of repowering. If one or more turbines are causing significantly disproportionate Focal Raptor or bat fatalities, then the SRC or TAC, as applicable, in consultation with the Parties, may recommend to the Planning Director of the applicable county additional focused monitoring and/or management measures designed to reduce the fatalities attributable to those turbines; provided, however, that such measures shall not include relocation or permanent shutdown of any repowered turbine. NextEra Wind, in its sole discretion, shall determine whether to implement the recommended management measures and/or conduct the additional focused monitoring. Notwithstanding the foregoing, the Parties acknowledge that fatality reduction or other measures may be required pursuant to applicable law including but not limited to the federal Endangered Species Act (16 U.S.C §§ 1530 *et seq.*), Bald and Golden Eagle Protection Act (16 U.S.C. §§ 668-668d), Migratory Bird Treaty Act (16 U.S.C. §§ 703-712) or the California Endangered Species Act (California Fish and Game Code, §§ 2050, *et seq.*).

5.3 Obligations regarding existing turbines

NextEra Wind's obligations under Avian Wildlife Protection Program and Schedule in NextEra Wind's Conditional Use Permits adopted on January 11, 2007 (Exhibit G-1) to monitor existing non-repowered Old Generation and other turbines and implement winter seasonal shutdown shall continue until such turbines are removed.

5.4 Monitoring reports

All monitoring reports, including all raw monitoring data upon which the reports are based, shall be made available to members of the TAC, the SRC and the public as promptly as possible, but in any event no later than thirty (30) days after the report is produced.

5.5 Relationship to NCCP/HCP

If NextEra Wind participates in an approved Natural Communities Conservation Plan/Habitat Conservation Plan (NCCP/HCP) for the APWRA, the provisions of Section 5 of this Agreement shall be replaced by the monitoring and adaptive management requirements of the NCCP/HCP. If NextEra Wind participates in an NCCP/HCP that is ultimately approved by the federal and state wildlife agencies, such plan also shall supersede Section 6 of this Agreement, provided the NCCP/HCP contains measures to fully compensate for any ongoing fatalities of, and to provide an overall net conservation benefit for the Focal Raptor Species and other covered species, including bats.

6. Mitigation Fee for Ongoing Harm to Focal Raptor Fatalities

To compensate for ongoing fatalities of the bird and bat species identified in the monitoring reports required by Section 5.4, NextEra Wind agrees to pay a mitigation fee of \$10,500 per megawatt of installed capacity for each phase of repowering (including subsequently acquired turbines). The fee shall be paid in three annual installments with the first payment due no later than three months of the COD for each phase. NextEra Wind shall notify the Parties in writing of the COD for each phase within 14 days of the COD. 50% of the total fees for each phase shall be paid to the California Energy Commission's Public Integrated Energy Research Program ("PIER") for scientific research on the effects of wind turbines on birds and bats at the APWRA; and 50% of the total fees shall be paid to a fund to be administered by the East Bay Regional Park District ("EBRPD"), the Livermore Area Regional Park District ("LARPD"), or any other entity identified in the NCCP/HCP conservation plan, or a combination of those entities for conservation efforts for the benefit of those bird and bat species and their habitat in the greater area encompassed by and surrounding the APWRA. Notwithstanding the foregoing, before providing funding to the recipient(s), the Parties shall meet with the recipient(s) in an effort to negotiate a Memorandum of Understanding ("MOU") ensuring that the funds will be used consistent with this Agreement. If no such MOU can be reached, the Parties will meet and determine how to reallocate the funds for the benefit of those bird and bat species and their habitat in the greater area encompassed by and surrounding the APWRA.

7. CEQA Process and Permitting

7.1 Comments

Provided NextEra Wind is in compliance with all material aspects of this Agreement as described in Section 10, the AG, Audubon and CARE shall not oppose or challenge the certification of any EIR or any entitlements for any repowering phase. Notwithstanding the foregoing, the AG, Audubon and CARE may submit comments on the adequacy of the environmental documentation for each phase of repowering. Prior to submitting any comments,

the AG, Audubon and/or CARE shall first meet and confer with NextEra Wind and make a good faith effort to resolve any concerns.

7.2 Relationship to mitigation measures

The Parties agree that mitigation required pursuant to this Agreement shall count towards any compensatory mitigation requirements imposed pursuant to CEQA and other local, state or federal Approvals.

7.3 Incorporation of provisions of Agreement into EIRs for repowering

While recognizing that final decisions regarding permit conditions and environmental documents are within the purview of the applicable permitting agencies, the Parties agree to use their best efforts to ensure that the provisions of this Agreement, including but not limited to siting and monitoring of repowered turbines, mortality reduction measures, and mitigation funds for unavoidable ongoing avian fatalities, will be incorporated as conditions of approval for local government permits approved for each phase of the overall NextEra Wind repowering effort, and as mitigation and monitoring measures in the final EIRs certified by Contra Costa and Alameda Counties for each phase of the overall NextEra Wind repowering effort, and any adaptive management plan approved by Alameda County.

8. Covenants Not to Sue

The AG, Audubon and CARE hereby release any and all existing and future claims against NextEra Wind (including any new entities formed for repowering or other purposes stated herein) and the NextEra Settlers, with respect to any and all avian and bat mortality at the APWRA for existing and repowered turbines. If, for any reason, this Agreement or any portion thereof is terminated or otherwise deemed invalid, the release of existing and future claims by the AG, Audubon and CARE will continue to apply to any phase of repowering for which Approvals have been obtained.

9. Successors, Assigns and Affiliates

This Agreement shall be binding upon the successors, assigns and affiliates of the Parties.

10. Enforcement

The Parties shall make all reasonable efforts to resolve their disputes and disagreements regarding the meaning of "compliance with" and/or "implementation of" this Agreement informally and in good faith prior to seeking any judicial relief to enforce the terms of this Agreement. If any Party has a dispute concerning the meaning of "compliance with" and/or "implementation of" this Agreement, that Party shall send a written notice to all other Parties that specifies the nature of the dispute and requests resolution of the dispute.

Upon receipt of such written notification, the Party receiving such notice shall either send the other Parties written notice within seven (7) days of receipt that it intends to cure and shall cure the alleged deficiency within sixty (60) days; or, if the Party receiving the notice is unable to cure the alleged deficiency or disputes the alleged deficiency, that Party receiving such notice

shall provide written notice to this effect to all Parties within seven (7) days of receipt of the notification.

If the Party receiving the notice disputes the alleged deficiency, the Parties shall initiate informal negotiations to resolve the dispute. Such period of informal negotiations shall not extend beyond sixty (60) days from the date on which the Party receiving the notice requests such negotiations, unless the Parties agree otherwise in writing. If the alleged violation is not remedied or the Parties fail to reach an agreement during the 60-day informal negotiation period, the noticing Party may seek judicial relief to enforce the terms of this Agreement in superior court.

11. Obligation to Terminate Existing Financing

Certain assets of NextEra Wind at the APWRA, including the existing Old Generation turbines, are subject to an existing financing agreement. NextEra Wind is in the process of terminating that financing agreement with respect to the existing APWRA NextEra Wind assets and has received lender approval to do so on or about December 1, 2010. Because the termination of the existing financing agreement must be completed, and the mortgage on the existing turbines and other assets satisfied, before NextEra Wind commits to decommissioning the existing turbines, this Agreement, which provides for such decommissioning, cannot become binding until the mortgage on the applicable NextEra Wind APWRA assets is satisfied. NextEra Wind characterizes the financing change as ministerial in light of the lender approval. In the very unlikely event that the financing change has not occurred by January 1, 2011, this Agreement is null and void, and NextEra Wind shall be subject to all obligations of the Avian Wildlife Protection Program and Schedule in NextEra Wind's Conditional Use Permits adopted on January 11, 2007 (Exhibit G-1), as amended by the County-approved adaptive management plan. NextEra Wind will notify the Parties to this Agreement when such satisfaction has occurred, or whether it will not occur, promptly, within 7 days after such an event becomes known to NextEra Wind. If such satisfaction has not occurred by January 1, 2011, the Parties agree to meet and confer within thirty days and use their best efforts to reach a new agreement for repowering that addresses the financing change issue.

12. No Admission of Wrongdoing

This Agreement is the result of a compromise with respect to the disputes between the Parties. In no event shall this Agreement be deemed an admission of wrongdoing or liability of any kind by any Party.

13. Amendments

Unless expressly permitted by this Agreement, no supplement, modification or amendment of any term, provision or condition of this Agreement (including this section) shall be binding or enforceable unless evidenced in a writing executed by all of the Parties to this Agreement.

14. Applicable Law

This Agreement shall be governed exclusively by and construed and enforced exclusively in accordance with and subject to the law of the state of California without regard to its choice of

law provisions, except in the event of bankruptcy by any Party, in which event the laws of the United States shall also apply, where appropriate.

15. Authority to Enter into Agreement

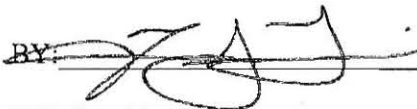
The Parties here represent and warrant that they have reviewed this Agreement with their respective attorneys, and that they have authority to enter into and sign this Agreement on their behalf.

16. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and each of which shall constitute together one and the same instrument. The counterparts will be binding on each of the Parties, even though the various Parties may have executed separate counterparts.

Dated: December 3, 2010

GREEN RIDGE POWER LLC

BY: 
ITS: President

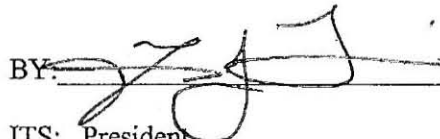
Dated: December 3, 2010

WINDPOWER PARTNERS 1990, LLC

TJ Tuscai
President

BY: ESI BAY AREA GP, INC

ITS: General Partner

BY: 
ITS: President


TJ Tuscai
President

Dated: December 3, 2010

WINDPOWER PARTNERS 1991, L.P.

BY: ESI BAY AREA GP, INC

ITS: General Partner


BY: 
ITS: President

Dated: December 3, 2010

WINDPOWER PARTNERS 1991-2, L.P.

BY: ESI BAY AREA GP, INC

ITS: General Partner

BY: 
ITS: President


TJ Tuscal
President

Dated: December 3, 2010

WINDPOWER PARTNERS 1992, L.P.

BY: ESI BAY AREA GP, INC

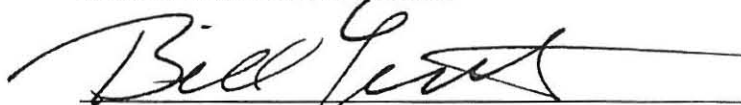
ITS: General Partner

BY: 
ITS: President

TJ Tuscal
President

Dated: December 3, 2010

GOLDEN GATE AUDUBON SOCIETY,
OHLONE AUDUBON SOCIETY,
MOUNT DIABLO AUDUBON SOCIETY,
SANTA CLARA VALLEY AUDUBON SOCIETY and
MARIN AUDUBON SOCIETY



Name: Bill Yeates, Kenyon Yeates LLP

Title: Attorney representing
Golden Gate, Ohlone, Mount Diablo, Santa Clara
Valley, and Marin Audubon Societies.

Dated: December __, 2010

CALIFORNIANS FOR RENEWABLE ENERGY

Name: Michael E. Boyd

Title: President of the Board of Directors

Dated: December __, 2010

PEOPLE OF THE STATE OF CALIFORNIA
EX REL. ATTORNEY GENERAL

Name: Ken Alex

Title: Senior Assistant Attorney General

Dated: December __, 2010

GOLDEN GATE AUDUBON SOCIETY,
OHLONE AUDUBON SOCIETY,
MOUNT DIABLO AUDUBON SOCIETY,
SANTA CLARA VALLEY AUDUBON SOCIETY and
MARIN AUDUBON SOCIETY

Name: Bill Yeates, Kenyon Yeates LLP
Title: Attorney representing
Golden Gate, Ohlone, Mount Diablo, Santa Clara
Valley, and Marin Audubon Societies.

Dated: December __, 2010

CALIFORNIANS FOR RENEWABLE ENERGY

Michael E. Boyd

Name: Michael E. Boyd
Title: President of the Board of Directors

Dated: December __, 2010

PEOPLE OF THE STATE OF CALIFORNIA
EX REL. ATTORNEY GENERAL

Name: Ken Alex
Title: Senior Assistant Attorney General

Dated: December __, 2010

GOLDEN GATE AUDUBON SOCIETY,
OHLONE AUDUBON SOCIETY,
MOUNT DIABLO AUDUBON SOCIETY,
SANTA CLARA VALLEY AUDUBON SOCIETY and
MARIN AUDUBON SOCIETY

Name: Bill Yeates, Kenyon Yeates LLP
Title: Attorney representing
Golden Gate, Ohlone, Mount Diablo, Santa Clara
Valley, and Marin Audubon Societies.

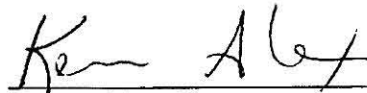
Dated: December __, 2010

CALIFORNIANS FOR RENEWABLE ENERGY

Name: Michael E. Boyd
Title: President of the Board of Directors

Dated: December³__, 2010

PEOPLE OF THE STATE OF CALIFORNIA
EX REL. ATTORNEY GENERAL



Name: Ken Alex
Title: Senior Assistant Attorney General