

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Supervisor John J. Benoit

SUBMITTAL DATE:
November 17, 2010

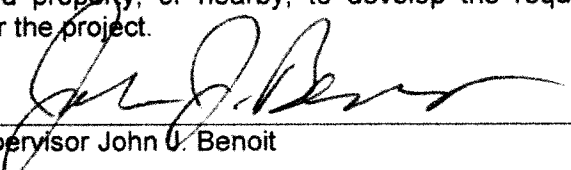
SUBJECT: Long Term Irrigation Rights – Blythe Airport Assumption, Amendment and Restatement Agreement

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Assumption, Amendment, and Restatement Agreement between the County and Blythe Energy, LLC;
2. Authorize the Chairman of the Board to Execute the Assumption, Amendment, and Restatement Agreement; and
3. Authorize the Assistant County Executive Officer/EDA, or designee, to execute any additional documents required by the Agreements.

BACKGROUND: Due to the city's financial burden of supporting the airport operations and maintenance, the long-term airport lease with the City of Blythe was terminated by the County as approved by the Board of Supervisors on October 5, 2010. On May 20, 1997, the Board of Supervisors approved a lease agreement between the County and the City of Blythe, whereby the County leased the Blythe Airport to the city of Blythe (the "Blythe Airport Lease") for a period of thirty years.

Prior to the termination of the Blythe Airport Lease, the City of Blythe entered into negotiations with Blythe Energy, LLC, to agree to provide long term irrigation rights. Blythe LLC had proposed to construct a natural gas-fired combined-cycle power plant capable of producing approximately 520 MW of electrical energy (the "Project") on privately owned land near the airport. The owner of the plant will construct up to three wells on the privately owned property, or nearby, to develop the required pumping capacity and redundant systems needed for the project.
(Continued)

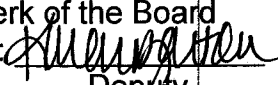


Supervisor John J. Benoit

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Buster and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: November 30, 2010
xc: Supvr. Benoit, EDA

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

Prev. Agn. Ref.: 3.9 5/30/97; 3.42 10/05/10

District: 4

Agenda Number:

BACKGROUND: (Continued)

Water uses include cooling, steam generation, maintenance and other plant uses and potable water supplies, and will consume an estimated maximum of 3,000 acre-feet per year for these purposes. The project has been in operation since, or about 2003.

Since groundwater pumping may encounter the "Colorado River Accounting Surface" as defined by the Bureau of Reclamation, the Bureau has determined that Project use of groundwater may, subject to filings pending development, be accounted for as part of the Palo Verde Irrigation District's ("PVID") priority 3 entitlement to surface water from the Colorado River. For that reason, and to ensure that the power plant project does not negatively impact the PVID, Blythe Energy, LLC voluntarily engaged in a water conservation offset program with PVID and acquired the rights associated with irrigation water use on approximately 652 acres of land within the Palo Verde Mesa.

In November of 2000, Blythe Energy, LLC negotiated an agreement with the City of Blythe, which at the time was the Lessee under the Blythe Airport Lease, and the parties executed a "Long Term Irrigation Rights Agreement" and a "First Amendment to Long Term Irrigation Rights Agreement" which provided that the Blythe Airport place long term land use restrictions on selected acreage totaling approximately 650 acres, prohibiting use of the land for agricultural irrigation, or other water intensive uses such as water parks and golf courses.

In the First Amendment to Long Term Irrigation Rights Agreement, Blythe Energy, LLC, agreed to compensate the City of Blythe a total of \$452,500.00 for the city's agreement to limit the irrigation rights on the land.

The purpose of this Form 11 is to authorize the County, as the owner of the Blythe Airport, to obtain Board of Supervisors approval for the Assumption, Amendment, and Restatement of the Long Term Irrigation Rights Agreement and First Amendment to Long Term Irrigation Rights Agreement, which will allow the County to become a party to the Agreement and go forward to administer the agreement and control the irrigation rights. The County will receive annual payments of \$44,000 per year during the term of the agreement.

The county has requested that the City of Blythe provide documentation of compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). If required, county will conduct any additional environmental review and analysis required to comply with CEQA and NEPA.

Financial Data:

This is a Revenue Transaction and no Departmental funding is required.

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

EXECUTION COPY

ASSUMPTION, AMENDMENT AND RESTATEMENT AGREEMENT

(LONG TERM IRRIGATION RIGHTS – BLYTHE AIRPORT)

This Assumption, Amendment and Restatement Agreement (the “Agreement”) is made and entered into this ___ day of December, 2010 and effective as of October 5, 2010, by and among the COUNTY OF RIVERSIDE, a political subdivision of the State of California (referred to hereinafter as the “County”), and Blythe Energy, LLC, a Delaware limited liability company (referred to hereinafter as the “Owner”). County and Owner are referred to hereinafter individually as “Party” and collectively as “Parties.” In consideration of the mutual covenants and agreements contained in this Agreement, and intending to be legally bound, the County and the Owner agree as follows:

1. Recitals. This Agreement is made with respect to the following facts and for the following purposes, each of which is acknowledged as true and correct by the Parties:
 - 1.1. The Owner owns and operates a natural gas-fired combined-cycle power plant capable of producing approximately 520 MW of electrical energy (the “Project”). Water uses include cooling, steam generation, maintenance and other plant uses, and potable water supplies, and consumes an estimated maximum of 3,000-3,300 acre-feet per year for these purposes. The Owner has constructed wells on-site or nearby to develop the required pumping capacity and redundant systems needed for the Project. The wells are equipped with continuously recording meters to maintain accurate and complete records of the volume of water pumped.
 - 1.2. Since groundwater pumping may encounter the “Colorado River Accounting Surface” as defined by the Bureau of Reclamation, the Bureau has determined that Project use of groundwater may, subject to filings pending development, be accounted for as a part of the Palo Verde Irrigation District’s (“PVID”) Priority 3 entitlement to surface water from the Colorado River. For that reason, and to ensure that the power plant project does not negatively impact PVID, the Owner has voluntarily engaged in a water conservation offset program with PVID providing for its acquisition of rights associated with irrigation water use on 652 acres of land within the Palo Verde Mesa (“Mesa”), and within PVID boundaries.
 - 1.3. The County owns certain real property (the Blythe Airport consisting of 3904 acres “Airport Lands”) that the County leased to the City of Blythe, a California municipal corporation (the “City”), under a Lease Agreement between the County and the City, dated May 20, 1997 (the “Lease Agreement”), with an initial term of 30 years. The Blythe Airport has a significant number of acres of previously irrigated lands. The City expressed interest in entering into a long term lease agreement with the Owner concerning irrigation water use rights for the 652 acres of previously irrigated Airport Lands. On November 1, 2000, the City and the Owner entered into a Long Term Irrigation Rights Agreement (as amended, the “Original Agreement”) concerning irrigation water use rights for the 652 acres of

previously irrigated Airport Lands. A memorandum of the Original Agreement was recorded on May 22, 2001 in the official records of Riverside County, California as document 2001-226519.

- 1.4. The City and the Owner amended the Original Agreement pursuant to a first amendment thereto dated as of January 28, 2002 and a second amendment thereto dated as of November 2003, which, collectively, increased the acreage of previously irrigated Airport Lands subject to the Original Agreement from approximately 652 acres to 738.23 acres and modified the payment terms thereof to require the Owner to pay a total of \$452,500 as consideration for the restriction of water development and consumption on the Airport Lands identified in the Original Agreement pursuant thereto, payable in equal annual payments beginning on or about December 1, 2003 and thereafter due on July 1 of each calendar year with the last such payment to occur on July 1, 2012. As of the date of this Agreement, the Owner has paid \$364,500 under the Original Agreement.
 - 1.5 The County and the City terminated the Lease Agreement pursuant to a Lease Termination Agreement made as of October 5, 2010.
 - 1.6 The County and the Owner wish to amend and restate the Original Agreement to, among other things, (a) provide for payment by the Owner to the County of the remaining payments due under the Original Agreement, (b) memorialize the County's assumption of City's rights and obligations thereunder, (c) ratify the Original Agreement, (d) clarify and extend the term of the Original Agreement and provide for additional payments to the County in consideration therefor, and (e) clarify the water-use restrictions imposed on County pursuant to this Agreement.
2. Amendment, Restatement and Assumption
- 2.1 This Agreement is effective as of October 5, 2010.
 - 2.2 This Agreement hereby amends and restates the Original Agreement in its entirety.
 - 2.3 The County hereby assumes all of the City's rights and obligations under the Original Agreement, as amended and restated by this Agreement.
 - 2.4 The Owner consents to the County's assumption as described in Section 2.3 and agrees to pay to the County all amounts due and owing under the Original Agreement, as amended and restated by this Agreement.
3. Obligations of the County:
- 3.1. During the term of this Agreement, the County shall not permit any water-intensive use of the Airport Land described in Attachment A hereto. For purposes of this Section 3.1, "water-intensive use" means agricultural irrigation or any use that would require consumption of water from Mesa wells at a level similar to or greater than the level of such consumption required in connection with

agricultural irrigation (e.g., golf course, water park). "Water-intensive use" shall not include nor restrict normal airport purposes, which include, but are not limited to hangars, terminal buildings, fuel facilities, offices and ancillary airport related activities.

- 3.2. If required, County will make a best effort attempt to identify and secure the written approval and necessary corollary agreements from the FAA to perform its obligations pursuant to this Agreement.
- 3.3. The effectiveness of this Agreement and the Owner's obligations hereunder are conditioned on approval of this Agreement by the Board of Supervisors of the County on or before December 7, 2010 and the execution and delivery of this Agreement by a duly-authorized representative of the County within three (3) business days thereafter, which conditions may be waived by the Owner in its sole discretion.

4. Obligations of the Owner

- 4.1. In consideration for the water conservation rights granted pursuant to Section 3.1 hereof and the performance of the County's other obligations hereunder, the Owner shall pay to the County (in advance) an annual water conservation rights payment of \$44,000 per year, commencing with the July 1, 2011 payment due under the Original Agreement and continuing through the end of the term of this Agreement (and prorated for partial years, including the final year of the term). Each such annual payment will be in respect of water conservation rights for the succeeding 12 months (e.g., the July 1, 2011 payment shall be in respect of water conservation rights from July 1, 2011 through June 30, 2012).

5. Term.

- 5.1. The term of this Agreement shall commence on October 5, 2010 and shall terminate on December 31, 2025 unless earlier terminated by the Owner in accordance with this Section 5.1. The Owner shall have the right to terminate this Agreement on sixty (60) days' prior written notice to the County, and the Owner shall thereafter be relieved of any further liability under this Agreement, including, without limitation, liability for water conservation rights payments; provided, however, that if the Owner terminates this Agreement on or prior to July 1, 2012, the Owner's obligation to make the July 1, 2011 and the July 1, 2012 payments shall survive such termination.

- 5.2. Time is of the essence.

6. Successors and Assigns; Lenders.

- 6.1. The burdens of this Agreement are binding upon, and the benefits of the Agreement inure to the Parties' respective successors and assigns, including but not limited to, any lender or any other investor to whom or which the Owner may provide a security interest.

- 6.2 The County shall execute and deliver (a) a Consent and Agreement in the form attached as Attachment B to each party thereto concurrently with the County's execution and delivery of this Agreement and (b) such other consent agreements, estoppel certificates or opinions of counsel as the Owner or its lenders may reasonably request; provided, however, that the Owner shall reimburse the County for its expenses reasonably incurred in performing such obligations (including reasonable attorney's fees).
7. Suppression of Agreement by Change of Law. In the event any state or federal law or regulation enacted after the effective date of this Agreement prevents or precludes compliance with any provision of this Agreement, the Parties will work together to modify the agreement to comply with such state or federal law or regulation, while attempting to achieve the intended results.
8. Amendment or Termination by Mutual Consent. This Agreement may be amended or terminated, in whole or in part by mutual written consent of the Parties with 60 days written notice.
9. Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed received when personally delivered or upon the third (3rd) day after deposit in the United States mail, registered or certified, postage prepaid, return receipt requested, to the Parties at the addresses set forth below.

If to the County:

County of Riverside
Economic Development Agency
3403 10th Street, Suite 500
Riverside, CA 92501
Attention: EDA Assistant Director/Aviation

If to the Owner:

Blythe Energy, LLC
700 Universe Boulevard
Juno Beach, FL 33408
Attention: Vice President and General Counsel

10. Entire Agreement. This Agreement contains the entire agreement among the Parties regarding the subject matter hereof; and all prior agreements or understandings, oral or written, are hereby merged herein. This Agreement shall not be amended, except as expressly provided herein. There are no amendments to this Agreement other than as expressly set forth herein and the Original Agreement, as amended and restated by this Agreement, is hereby ratified by the Parties and remains in full force and effect. Any reference to the Original Agreement set forth in any document delivered in connection with the Original Agreement shall be deemed to include a reference to this Agreement, whether or not so stated in such document.

11. Waiver. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar; nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless it is executed in writing by a duly authorized representative of the Party against whom enforcement of the waiver is sought.
12. Severability If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or any fee to which any part of this Agreement applies is determined to be invalid, the remainder of this Agreement shall be effective to the extent the remaining provisions are not rendered impractical to perform, taking into consideration the purposes of this Agreement.
13. Relationship of the Parties. Each Party acknowledges that, in entering into and performing under this Agreement, it is acting as an independent entity and not as an agent of any of the other Parties in any respect. Nothing contained herein or in any document executed in connection herewith shall be construed as creating the relationship of partners, joint ventures or any other association of any kind or nature between County, and Owner, jointly or severally.
14. No Third Party Beneficiaries. This Agreement is made and entered into for the sole benefit of the Parties and their successors in interest. No other person shall have any right of action based upon any provision of this Agreement.
15. Recordation of Agreement and Amendments. This Agreement and any amendment thereof may be recorded with the County Recorder of the County of Riverside by the County Clerk of County.
16. Cooperation. County and Owner shall execute and deliver to the other all such other and further instruments and documents as may be necessary to carry out the purposes of this Agreement.
17. Rules of Construction. The captions and headings of the various sections and subsections of this Agreement are for convenience of reference only, and they shall not constitute a part of this Agreement for any other purpose or affect interpretation of the Agreement. Should any provision of this Agreement be found to be in conflict with any provision of any approval required under applicable federal or state laws or regulations the provision of this Agreement shall prevail.
18. Joint Preparation. This Agreement shall be deemed to have been prepared jointly and equally by the Parties, and it shall not be construed against any Party on the ground that the Party prepared the Agreement or caused it to be prepared.
19. Governing Law and Venue. This Agreement is made, entered into, and executed in the County of Riverside, California, and the laws of the State of California shall govern its interpretation and enforcement.
20. Binding Effect. The burdens of this Agreement are binding upon, and the benefits of the Agreement inure to successors. Whenever the terms "County," and "Owner" are used

herein, such terms shall include every successive successor in interest thereto.

21. Attorneys' Fees. In the event any action, suit or proceeding is brought for the enforcement or declaration of any right or obligation pursuant to, or as a result of any alleged breach of, this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and litigation expenses and costs, and any judgment, order or decree rendered in such action, suit or proceeding shall include an award thereof Attorneys' fees under this section shall include attorneys' fees on any appeal and any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.
22. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which constitute one and the same instrument.

[Signatures appear on following page]

IN WITNESS WHEREOF, the County of Riverside and Blythe Energy, LLC have executed this Assumption, Amendment and Restatement Agreement as of the date first written above.

COUNTY OF RIVERSIDE,
a political subdivision of the
State of California

BLYTHE ENERGY, LLC,
a Delaware limited liability company

By: Marion Ashley
Marion Ashley
Chairman, Board of Supervisors

By: Cynthia A. Tindell
Name: Cynthia A. Tindell
Title: Vice President

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: Kelli Burton
Deputy

APPROVED AS TO FORM:

Pamela J. Walls
County Counsel

By: Anita C. Willis
Anita C. Willis, Deputy

ATTACHMENT A

**LEGAL DESCRIPTIONS FOR SELECTED ACREAGE WITHIN THE AIRPORT
LANDS**

- A. PIVOT IRRIGATION CIRCLE NO. 1:
BEGINNING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 21 EAST AS SHOWN ON SHEET 3 OF 3 OF RECORD OF SURVEY 107/87-89 RECORDED ON FEBRUARY 4, 2000, OFFICIAL RECORDS OF RIVERSIDE COUNTY; THENCE N. $11^{\circ}40'55''$ E A DISTANCE OF 6,355.27 FEET TO THE CENTER OF A PIVOT IRRIGATION CIRCLE WITH A RADIUS OF 1,610 FEET AND AN AREA OF 186.85 ACRES.
- B. PIVOT IRRIGATION CIRCLE NO. 2:
BEGINNING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 21 EAST AS SHOWN ON SHEET 3 OF 3 OF RECORD OF SURVEY 107/87-89 RECORDED ON FEBRUARY 4, 2000, OFFICIAL RECORDS OF RIVERSIDE COUNTY; THENCE N $36^{\circ} 43' 53''$ E A DISTANCE OF 7,761.08 FEET TO THE CENTER OF A PIVOT IRRIGATION CIRCLE WITH A RADIUS OF 1,610 FEET AND AN AREA OF 186.85 ACRES.
- C. PIVOT IRRIGATION CIRCLE NO. 3:
BEGINNING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 21 EAST AS SHOWN ON SHEET 3 OF 3 OF RECORD OF SURVEY 107/87-89 RECORDED ON FEBRUARY 4, 2000, OFFICIAL RECORDS OF RIVERSIDE COUNTY; THENCE N $44^{\circ} 01' 45''$ E A DISTANCE OF 2,481.33 FEET TO THE CENTER OF A PIVOT IRRIGATION CIRCLE W111-1 A RADIUS OF 1,300 FEET AND AN AREA OF 121.82 ACRES.
- D. PIVOT IRRIGATION CIRCLE NO. 4:
BEGINNING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 21 EAST AS SHOWN ON SHEET 3 OF 3 OF RECORD OF SURVEY 107/87-89 RECORDED ON FEBRUARY 4, 2000, OFFICIAL RECORDS OF RIVERSIDE COUNTY; THENCE N $71^{\circ} 30' 50''$ E A DISTANCE OF 5,681.66 FEET TO THE CENTER OF A PIVOT IRRIGATION CIRCLE WITH A RADIUS OF 1,300 FEET AND AN AREA OF 121.82 ACRES.
- E. PIVOT IRRIGATION CIRCLE NO. 5:
BEGINNING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 21 EAST AS SHOWN ON SHEET 3 OF 3 OF RECORD OF SURVEY 107/87-89 RECORDED ON FEBRUARY 4, 2000, OFFICIAL RECORDS OF RIVERSIDE COUNTY; THENCE N $55^{\circ} 04' 01''$ E A DISTANCE OF 7,700.56 FEET TO THE CENTER OF A PIVOT IRRIGATION CIRCLE WITH A RADIUS OF 700 FEET AND AN AREA OF 35.32 ACRES.
- F. PIVOT IRRIGATION CIRCLE NO. 6:
BEGINNING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 6

SOUTH, RANGE 21 EAST AS SHOWN ON SHEET 3 OF 3 OF RECORD OF SURVEY 107/87-89 RECORDED ON FEBRUARY 4, 2000, OFFICIAL RECORDS OF RIVERSIDE COUNTY; THENCE N 66°57'26"E A DISTANCE OF 8,029.69 FEET TO THE CENTER OF A PIVOT IRRIGATION CIRCLE WITH A RADIUS OF 710 FEET AND AN AREA OF 36.36 ACRES

- G. PIVOT IRRIGATION CIRCLE NO. 7:
BEGINNING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 21 EAST AS SHOWN ON SHEET 3 OF 3 OF RECORD OF SURVEY 107/87-89 RECORDED ON FEBRUARY 4, 2000, OFFICIAL RECORDS OF RIVERSIDE COUNTY; THENCE N 66°16'33"E A DISTANCE OF 9,626.38 FEET TO THE CENTER OF A PIVOT IRRIGATION CIRCLE WITH A RADIUS OF 826 FEET AND AN AREA OF 49.21 ACRES

ATTACHMENT B

FORM OF CONSENT AND AGREEMENT

CONSENT AND AGREEMENT

(COUNTY OF RIVERSIDE)

(BLYTHE ENERGY, LLC)

This CONSENT AND AGREEMENT (this "Consent"), dated as of [●], 2010, is executed by and among THE COUNTY OF RIVERSIDE (the "Contracting Party"), BLYTHE ENERGY, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Borrower"), and CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the benefit of the Secured Parties as defined in the Credit Agreement referred to below.

A. The Borrower owns, operates and maintains the 520 MW gas fired generation facility located in Blythe, California (the "Project");

B. The Contracting Party and the Borrower have entered into the agreement specified in Schedule I hereto (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof and hereof, the "Assigned Agreement");

C. The Borrower, FPL Energy Blythe, LLC, as Guarantor, the Secured Parties as defined therein, Credit Agricole Corporate and Investment Bank, as Collateral Agent and certain other parties have entered into a Credit Agreement, dated as of [●], 2010 (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Credit Agreement"), providing for the extension of the credit facilities described therein; and

D. Pursuant to the Security Agreement, dated as of [●], 2010 (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Security Agreement"), between the Borrower and the Collateral Agent for the benefit of the Secured Parties, the Borrower has assigned all of its right, title and interest (but not its obligations, liabilities or duties) in, to and under the Assigned Agreement to the Collateral Agent as security for the payment and performance by the Borrower of its obligations under the Credit Agreement and for other obligations owing to the Secured Parties.

NOW, THEREFORE for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. Consent to Assignment. The Contracting Party hereby acknowledges and consents to the pledge and assignment of all right, title and interest of the Borrower in, to and under (but not its obligations, liabilities or duties with respect to) the Assigned Agreement by the Borrower to the Collateral Agent for the benefit of the Secured Parties pursuant to the Security Agreement.

2. Representations and Warranties. The Contracting Party represents and warrants as follows:

(a) No Amendments. There are no amendments, modifications or supplements (whether by waiver, consent or otherwise) to the Assigned Agreement, either oral or written.

(b) No Other Agreements. There are no agreements, arrangements, understandings or dealings entered into between the Contracting Party and the Borrower relating to the Project other than the Assigned Agreement.

(c) No Previous Assignments. The Contracting Party affirms that it has no notice of any assignment relating to the right, title and interest of the Borrower in, to and under the Assigned Agreement other than the pledge and assignment to the Collateral Agent referred to in Section 1 above.

(d) No Termination Event: No Disputes. After giving effect to the pledge and assignment referred to in Section 1, and after giving effect to the consent to such pledge and assignment by the Contracting Party, there exists no event or condition (a "Termination Event") that would, either immediately or with the passage of time or giving of notice, or both, entitle either the Borrower or the Contracting Party to terminate the Assigned Agreement or suspend the performance of its obligations under the Assigned Agreement. There are no unresolved disputes between the parties under the Assigned Agreement. All amounts due under the Assigned Agreement as of the date hereof have been paid in full.

(e) Governmental Approvals. The Contracting Party (a) has obtained each Governmental Approval (as defined below) which is necessary to authorize or is required in connection with the execution, delivery or performance by it of the Assigned Agreement, each of which is in full force and effect and (b) is in compliance with all of the terms and conditions of each such Governmental Approval. "Governmental Approval" means any consent, approval, license, authorization or validation of, or filing, recording or registration with, any governmental authority.

3. Right to Cure.

(a) From and after the date hereof and unless and until the Contracting Party shall have received written notice from the Collateral Agent that the lien of the Security Agreement has been released in full, the Collateral Agent shall have the right, but not the obligation, following an "event of default" or "default" (or any other similar event however defined) by the Borrower under the Assigned Agreement, to pay all sums due under the Assigned Agreement by the Borrower and to perform any other act, duty or obligation required of the Borrower thereunder as described in Section 3(c) below; provided, that no such payment or performance shall be construed as an assumption by the Collateral Agent or any other Secured Party of any covenants, agreements or obligations of the Borrower under or in respect of the Assigned Agreement.

(b) The Contracting Party agrees that it will not (i) terminate the Assigned Agreement or (ii) suspend the performance of any of its obligations under the Assigned Agreement without first giving the Collateral Agent notice and opportunity to cure as provided in this Section. The Contracting Party further agrees that it will not assign any obligation under the Assigned Agreement without the prior consent of the Collateral Agent, except to the extent the Contracting Party may subcontract such obligations to other parties.

(c) If a Termination Event shall occur, and the Contracting Party shall then be entitled to and shall desire to terminate the Assigned Agreement or suspend the performance of any of its obligations under the Assigned Agreement, the Contracting Party shall, prior to exercising such remedies or taking any other action with respect to such Termination Event, give written notice to the Collateral Agent of such Termination Event. If the Collateral Agent elects to exercise its right to cure as herein provided, it shall have a period of 30 days after receipt by it of notice from the Contracting Party referred to in the preceding sentence in which to cure the Termination Event specified in such notice if such Termination Event consists of a payment default, or if such Termination Event is an event other than a failure to pay amounts due and owing by the Borrower (a "Non-monetary Event") the Collateral Agent shall have such longer period as is required to cure such Termination Event so long as the Collateral Agent has commenced and is diligently pursuing appropriate action to cure such Termination Event; provided, however, that (i) if possession of the Project is necessary to cure such Non-monetary Event and the Collateral Agent has commenced foreclosure proceedings, the Collateral Agent will be allowed a reasonable time to complete such proceedings, and (ii) if the Collateral Agent is prohibited from curing any such Non-monetary Event by any process, stay or injunction issued by any governmental authority or pursuant to any bankruptcy or insolvency proceeding or other similar proceeding involving the Borrower, then the time periods specified herein for curing a Termination Event shall be extended for the period of such prohibition.

(d) Any curing of or attempt to cure any Termination Event shall not be construed as an assumption by the Collateral Agent or the other Secured Parties of any covenants, agreements or obligations of the Borrower under or in respect of the Assigned Agreement.

4. Replacement Agreements. Notwithstanding any provision in the Assigned Agreement to the contrary, in the event the Assigned Agreement is rejected or otherwise terminated as a result of any bankruptcy, insolvency, reorganization or similar proceedings affecting the Borrower, at the Collateral Agent's request, the Contracting Party will enter into a new agreement with the Collateral Agent or the Collateral Agent's designee for the remainder of the originally scheduled term of the Assigned Agreement, effective as of the date of such rejection, with the same covenants, agreements, terms, provisions and limitations as are contained in the Assigned Agreement.

5. Substitute Owner. The Contracting Party acknowledges that in connection with the exercise of remedies following a default under the Financing Documents (as defined in the Credit Agreement), the Collateral Agent may (but shall not be obligated to) assume, or cause any purchaser at any foreclosure sale or any assignee or transferee under any instrument of assignment or transfer in lieu of foreclosure to assume, all of the interests, rights and obligations of the Borrower thereafter arising under the Assigned Agreement. If the interest of the Borrower

in the Assigned Agreement shall be assumed, sold or transferred as provided above, the assuming party shall agree in writing to be bound by and to assume the terms and conditions of the Assigned Agreement and any and all obligations to the Contracting Party arising or accruing thereunder from and after the date of such assumption, and the Contracting Party shall continue to perform its obligations under the Assigned Agreement in favor of the assuming party as if such party had thereafter been named as the "Owner" under the Assigned Agreement; provided that if the Collateral Agent or its designee (or any entity acting on behalf of the Collateral Agent, the Collateral Agent's designee or any of the other Secured Parties) assumes the Assigned Agreement as provided above, it shall not be personally liable for the performance of the obligations thereunder except to the extent of all of its right, title and interest in and to the Project.

6. Intentionally Omitted.

7. No Amendments. The Contracting Party acknowledges that the Financing Documents restrict the right of the Borrower to amend or modify the Assigned Agreement, or to waive or provide consents with respect to certain provisions of the Assigned Agreement, unless certain conditions specified in the Financing Documents are met. The Contracting Party shall not, without the prior written consent of the Collateral Agent, amend or modify the Assigned Agreement, or accept any waiver or consent with respect to certain provisions of the Assigned Agreement, unless the Contracting Party has received from the Borrower a copy of a certificate delivered by the Borrower to the Collateral Agent to the effect that such amendment, modification, waiver or consent has been made in accordance with the terms and conditions of the Financing Documents, which may in certain circumstances require the prior written consent of the Collateral Agent thereto.

8. Opinion of Counsel. Concurrently with the delivery of this Consent and Agreement by the Contracting Party, the Contracting Party shall deliver an opinion of counsel relating to the Assigned Agreement and this Consent and Agreement, which opinion shall be in the form and substance reasonably acceptable to the Collateral Agent and shall address the matters set forth in Exhibit A hereto.

9. Notices. Notice to any party hereto shall be in writing and shall be deemed to be delivered on the earlier of: (a) the date of personal delivery, (b) if deposited in a United States Postal Service depository, postage prepaid, registered or certified mail, return receipt requested, or sent by express courier, in each case addressed to such party at the address indicated below (or at such other address as such party may have theretofore specified by written notice delivered in accordance herewith), upon delivery or refusal to accept delivery, or (c) if transmitted by facsimile, the date when sent and facsimile confirmation is received; provided that any facsimile communication shall be followed promptly by a hard copy original thereof by express courier:

The Collateral Agent:

Credit Agricole Corporate and Investment Bank
as Collateral Agent

[ADDRESS]

Attn: []

Fax: []

The Borrower: Blythe Energy, LLC
c/o NextEra Energy Resources, LLC
700 Universe Boulevard
Juno Beach, Florida 33408
Attn: Vice President & General Counsel
Fax: (561) 691-7307

The Contracting Party: COUNTY OF RIVERSIDE
Economic Development Agency
3403 10th Street, Suite 500
Riverside, CA 92501
Attn: EDA Assistant Director/Aviation
Fax: (951) 955-6686

10. Successors and Assigns. This Consent shall be binding upon and shall inure to the benefit of the successors and assigns of the Contracting Party, and shall inure to the benefit of the Collateral Agent, the other Secured Parties, the Borrower and their respective successors, transferees and assigns.

11. Counterparts. This Consent may be executed in one or more counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

12. Governing Law. This Consent shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Consent as of the date first written above.

COUNTY OF RIVERSIDE

By: Marion Ashley
Marion Ashley
Chairman, Board of Supervisors

ATTEST:
KECIA HARRIS-IHEM, Clerk
By: [Signature]
DEPUTY

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK,
as Collateral Agent

By: _____
Name:
Title:

Acknowledged and Agreed:

BLYTHE ENERGY, LLC

By: _____
Name:
Title:

Approved as to Form:
Pamela J. Walls, County Counsel

By: [Signature]
Deputy

EXHIBIT A

to
Consent and Agreement

*[FORM OF OPINION OF COUNSEL TO
[INSERT NAME OF THIRD PARTY]]*

1. THE COUNTY OF RIVERSIDE (the "County") is a political subdivision of the State of California, duly authorized and is validly existing, in good standing under the laws of the State of California¹ and is duly authorized to perform its obligations under (a) the Consent and Agreement dated as of [_____], 2010 (the "Consent"), among the County, Blythe Energy, LLC (the "Borrower") and Credit Agricole Corporate and Investment Bank, as Collateral Agent and (b) the Assumption, Amendment and Restatement Agreement (Long Term Irrigation Rights – Blythe Airport) dated as of [_____], 2010 by and between the County and the Borrower (the "Assigned Agreement" and, together with the Consent, the "Documents") requires it to be so qualified.²

2. The County has the power and authority to execute and deliver the Documents, and perform all of its obligations thereunder;³ the execution and delivery by the County of the Documents and the performance by the County of its obligations thereunder have been duly authorized by all requisite action on the part of the County and each of the Documents has been duly executed and delivered by the County;⁴ and each of the Documents constitutes the legally valid and binding obligation of the County enforceable against the County in accordance with its terms, except, in each case, to the extent that its enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally or by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).⁵

3. The execution and delivery by the County of the Documents and the performance by the County of its obligations thereunder do not (a) conflict with the formation or governance documents of the County or (b) conflict with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any lien upon any of the property or assets of the County pursuant to the terms of, any indenture, mortgage, deed of trust or other

¹ To be given by counsel qualified in the jurisdiction of organization or by counsel otherwise familiar with the County.

² To be given by counsel qualified in the jurisdiction of performance of obligations (i.e., typically the jurisdiction where the project is located).

³ To be given by counsel qualified in the jurisdiction of organization or by counsel otherwise familiar with the County.

⁴ To be given by counsel qualified in the jurisdiction of organization or by counsel otherwise familiar with the County.

⁵ To be given by counsel qualified in the jurisdiction of the governing law of the relevant Document.

material agreement or instrument to which the County is a party or by which it or any of its properties or assets is bound.⁶

4. Neither the execution, delivery or performance by the County of its obligations under the Documents nor compliance by the County with the terms thereof will contravene (a) any provision of any Applicable Laws⁷ or (b) any Applicable Order.⁸ “Applicable Laws” means laws of the State of Delaware and California.⁹ “Applicable Orders” means those orders, writs, injunctions, decrees or arbitral awards that are binding upon the County or its properties or assets.

5. The County (a) has obtained each Governmental Approval which is necessary to authorize or is required in connection with the execution, delivery or performance of the Documents, each of which is in full force and effect and (b) is in compliance with all of the terms and conditions of each such Governmental Approval.¹⁰ “Governmental Approval” means any consent, approval, license, authorization or validation of, or filing, recording or registration with, any governmental authority pursuant to Applicable Laws.

6. There is no action, suit, proceeding or investigation at law or in equity or by or before any court or administrative agency pending or, to the best of our knowledge, threatened against or affecting the County or any of its respective properties which questions the legality, validity, binding effect or enforceability of any of the Documents or which individually or in the aggregate, would, if adversely determined, materially adversely affect the County’s ability to enter into and carry out its obligations under any Document to which it is a party.¹¹

⁶ To be given by counsel qualified in the jurisdiction of organization or by counsel otherwise familiar with the County.

⁷ To be given by counsel qualified in the jurisdiction of governing law, performance and organization.

⁸ To be given by counsel qualified in the jurisdiction of organization or otherwise familiar with the County.

⁹ Insert the laws of the State of organization, governing law of the Assigned Agreement(s) and the law of the States of performance.

¹⁰ To be given by counsel qualified in the jurisdiction of performance or by counsel otherwise familiar with the County.

¹¹ To be given by counsel qualified in the jurisdiction of organization or by counsel otherwise familiar with the County.

Assigned Agreement

Assumption, Amendment and Restatement Agreement (Long Term Irrigation Rights – Blythe Airport) by and between the County of Riverside and Blythe Energy, LLC

CONSENT AND AGREEMENT
(COUNTY OF RIVERSIDE)
(BLYTHE ENERGY, LLC)

This CONSENT AND AGREEMENT (this "Consent"), dated as of December 21, 2010, is executed by and among THE COUNTY OF RIVERSIDE (the "Contracting Party"), BLYTHE ENERGY, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Borrower"), and CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the benefit of the Secured Parties as defined in the Credit Agreement referred to below.

A. The Borrower owns, operates and maintains the 520 MW gas fired generation facility located in Blythe, California (the "Project");

B. The Contracting Party and the Borrower have entered into the agreement specified in Schedule I hereto (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof and hereof, the "Assigned Agreement");

C. The Borrower, FPL Energy Blythe, LLC, as Guarantor, the Secured Parties as defined therein, Credit Agricole Corporate and Investment Bank, as Collateral Agent and certain other parties have entered into a Credit Agreement, dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Credit Agreement"), providing for the extension of the credit facilities described therein; and

D. Pursuant to the Security Agreement, dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Security Agreement"), between the Borrower and the Collateral Agent for the benefit of the Secured Parties, the Borrower has assigned all of its right, title and interest (but not its obligations, liabilities or duties) in, to and under the Assigned Agreement to the Collateral Agent as security for the payment and performance by the Borrower of its obligations under the Credit Agreement and for other obligations owing to the Secured Parties.

NOW, THEREFORE for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. Consent to Assignment. The Contracting Party hereby acknowledges and consents to the pledge and assignment of all right, title and interest of the Borrower in, to and under (but not its obligations, liabilities or duties with respect to) the Assigned Agreement by the Borrower to the Collateral Agent for the benefit of the Secured Parties pursuant to the Security Agreement.

2. Representations and Warranties. The Contracting Party represents and warrants as follows:

(a) No Amendments. There are no amendments, modifications or supplements (whether by waiver, consent or otherwise) to the Assigned Agreement, either oral or written.

(b) No Other Agreements. There are no agreements, arrangements, understandings or dealings entered into between the Contracting Party and the Borrower relating to the Project other than the Assigned Agreement.

(c) No Previous Assignments. The Contracting Party affirms that it has no notice of any assignment relating to the right, title and interest of the Borrower in, to and under the Assigned Agreement other than the pledge and assignment to the Collateral Agent referred to in Section 1 above.

(d) No Termination Event: No Disputes. After giving effect to the pledge and assignment referred to in Section 1, and after giving effect to the consent to such pledge and assignment by the Contracting Party, there exists no event or condition (a "Termination Event") that would, either immediately or with the passage of time or giving of notice, or both, entitle either the Borrower or the Contracting Party to terminate the Assigned Agreement or suspend the performance of its obligations under the Assigned Agreement. There are no unresolved disputes between the parties under the Assigned Agreement. All amounts due under the Assigned Agreement as of the date hereof have been paid in full.

(e) Governmental Approvals. The Contracting Party (a) has obtained each Governmental Approval (as defined below) which is necessary to authorize or is required in connection with the execution, delivery or performance by it of the Assigned Agreement, each of which is in full force and effect and (b) is in compliance with all of the terms and conditions of each such Governmental Approval. "Governmental Approval" means any consent, approval, license, authorization or validation of, or filing, recording or registration with, any governmental authority.

3. Right to Cure.

(a) From and after the date hereof and unless and until the Contracting Party shall have received written notice from the Collateral Agent that the lien of the Security Agreement has been released in full, the Collateral Agent shall have the right, but not the obligation, following an "event of default" or "default" (or any other similar event however defined) by the Borrower under the Assigned Agreement, to pay all sums due under the Assigned Agreement by the Borrower and to perform any other act, duty or obligation required of the Borrower thereunder as described in Section 3(c) below; provided, that no such payment or performance shall be construed as an assumption by the Collateral Agent or any other Secured Party of any covenants, agreements or obligations of the Borrower under or in respect of the Assigned Agreement.

(b) The Contracting Party agrees that it will not (i) terminate the Assigned Agreement or (ii) suspend the performance of any of its obligations under the Assigned Agreement without first giving the Collateral Agent notice and opportunity to cure as provided in

this Section. The Contracting Party further agrees that it will not assign any obligation under the Assigned Agreement without the prior consent of the Collateral Agent, except to the extent the Contracting Party may subcontract such obligations to other parties.

(c) If a Termination Event shall occur, and the Contracting Party shall then be entitled to and shall desire to terminate the Assigned Agreement or suspend the performance of any of its obligations under the Assigned Agreement, the Contracting Party shall, prior to exercising such remedies or taking any other action with respect to such Termination Event, give written notice to the Collateral Agent of such Termination Event. If the Collateral Agent elects to exercise its right to cure as herein provided, it shall have a period of 30 days after receipt by it of notice from the Contracting Party referred to in the preceding sentence in which to cure the Termination Event specified in such notice if such Termination Event consists of a payment default, or if such Termination Event is an event other than a failure to pay amounts due and owing by the Borrower (a "Non-monetary Event") the Collateral Agent shall have such longer period as is required to cure such Termination Event so long as the Collateral Agent has commenced and is diligently pursuing appropriate action to cure such Termination Event; provided, however, that (i) if possession of the Project is necessary to cure such Non-monetary Event and the Collateral Agent has commenced foreclosure proceedings, the Collateral Agent will be allowed a reasonable time to complete such proceedings, and (ii) if the Collateral Agent is prohibited from curing any such Non-monetary Event by any process, stay or injunction issued by any governmental authority or pursuant to any bankruptcy or insolvency proceeding or other similar proceeding involving the Borrower, then the time periods specified herein for curing a Termination Event shall be extended for the period of such prohibition.

(d) Any curing of or attempt to cure any Termination Event shall not be construed as an assumption by the Collateral Agent or the other Secured Parties of any covenants, agreements or obligations of the Borrower under or in respect of the Assigned Agreement.

4. Replacement Agreements. Notwithstanding any provision in the Assigned Agreement to the contrary, in the event the Assigned Agreement is rejected or otherwise terminated as a result of any bankruptcy, insolvency, reorganization or similar proceedings affecting the Borrower, at the Collateral Agent's request, the Contracting Party will enter into a new agreement with the Collateral Agent or the Collateral Agent's designee for the remainder of the originally scheduled term of the Assigned Agreement, effective as of the date of such rejection, with the same covenants, agreements, terms, provisions and limitations as are contained in the Assigned Agreement.

5. Substitute Owner. The Contracting Party acknowledges that in connection with the exercise of remedies following a default under the Financing Documents (as defined in the Credit Agreement), the Collateral Agent may (but shall not be obligated to) assume, or cause any purchaser at any foreclosure sale or any assignee or transferee under any instrument of assignment or transfer in lieu of foreclosure to assume, all of the interests, rights and obligations of the Borrower thereafter arising under the Assigned Agreement. If the interest of the Borrower in the Assigned Agreement shall be assumed, sold or transferred as provided above, the assuming party shall agree in writing to be bound by and to assume the terms and conditions of the Assigned Agreement and any and all obligations to the Contracting Party arising or accruing

thereunder from and after the date of such assumption, and the Contracting Party shall continue to perform its obligations under the Assigned Agreement in favor of the assuming party as if such party had thereafter been named as the "Owner" under the Assigned Agreement; provided that if the Collateral Agent or its designee (or any entity acting on behalf of the Collateral Agent, the Collateral Agent's designee or any of the other Secured Parties) assumes the Assigned Agreement as provided above, it shall not be personally liable for the performance of the obligations thereunder except to the extent of all of its right, title and interest in and to the Project.

6. Intentionally Omitted.

7. No Amendments. The Contracting Party acknowledges that the Financing Documents restrict the right of the Borrower to amend or modify the Assigned Agreement, or to waive or provide consents with respect to certain provisions of the Assigned Agreement, unless certain conditions specified in the Financing Documents are met. The Contracting Party shall not, without the prior written consent of the Collateral Agent, amend or modify the Assigned Agreement, or accept any waiver or consent with respect to certain provisions of the Assigned Agreement, unless the Contracting Party has received from the Borrower a copy of a certificate delivered by the Borrower to the Collateral Agent to the effect that such amendment, modification, waiver or consent has been made in accordance with the terms and conditions of the Financing Documents, which may in certain circumstances require the prior written consent of the Collateral Agent thereto.

8. Opinion of Counsel. Concurrently with the delivery of this Consent and Agreement by the Contracting Party, the Contracting Party shall deliver an opinion of counsel relating to the Assigned Agreement and this Consent and Agreement, which opinion shall be in the form and substance reasonably acceptable to the Collateral Agent and shall address the matters set forth in Exhibit A hereto.

9. Notices. Notice to any party hereto shall be in writing and shall be deemed to be delivered on the earlier of: (a) the date of personal delivery, (b) if deposited in a United States Postal Service depository, postage prepaid, registered or certified mail, return receipt requested, or sent by express courier, in each case addressed to such party at the address indicated below (or at such other address as such party may have theretofore specified by written notice delivered in accordance herewith), upon delivery or refusal to accept delivery, or (c) if transmitted by facsimile, the date when sent and facsimile confirmation is received; provided that any facsimile communication shall be followed promptly by a hard copy original thereof by express courier:

The Collateral Agent:	Credit Agricole Corporate and Investment Bank as Collateral Agent 1301 Avenue of the Americas New York, NY 10029
-----------------------	---

The Borrower: Blythe Energy, LLC
c/o NextEra Energy Resources, LLC
700 Universe Boulevard
Juno Beach, Florida 33408
Attn: Vice President & General Counsel
Fax: (561) 691-7307

The Contracting Party: COUNTY OF RIVERSIDE
Economic Development Agency
3403 10th Street, Suite 500
Riverside, CA 92501
Attn: EDA Assistant Director/Aviation
Fax: (951) 955-6686

10. Successors and Assigns. This Consent shall be binding upon and shall inure to the benefit of the successors and assigns of the Contracting Party, and shall inure to the benefit of the Collateral Agent, the other Secured Parties, the Borrower and their respective successors, transferees and assigns.

11. Counterparts. This Consent may be executed in one or more counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

12. Governing Law. This Consent shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Consent as of the date first written above.

COUNTY OF RIVERSIDE

By: Marion Ashley
Marion Ashley
Chairman, Board of Supervisors

ATTEST:
KECIA HARPER-IHEM, Clerk
By: Kecia Harper-Ihem
DEPUTY

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

Acknowledged and Agreed:

BLYTHE ENERGY, LLC

By: _____
Name:
Title:

Approved as to Form:
Pamela J. Walls, County Counsel

By: Pamela J. Walls
Deputy

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Consent as of the date first written above.

COUNTY OF RIVERSIDE

By: _____
Name:
Title:

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK,
as Collateral Agent

By: Ted W
Name: **Ted Vandermel**
Title: **Director**

By: Thomas W. Boylan
Name: **Thomas W. Boylan**
Title: **Director**

Acknowledged and Agreed:

BLYTHE ENERGY, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Consent as of the date first written above.

COUNTY OF RIVERSIDE

By: _____
Marion Ashley
Chairman, Board of Supervisors

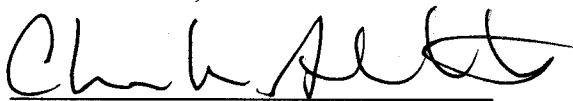
CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

Acknowledged and Agreed:

BLYTHE ENERGY, LLC

By: 
Name: **Charles Schultz**
Title: **Secretary**

Approved as to Form:
Pamela J. Walls, County Counsel

By: _____
Deputy

EXHIBIT A
to
Consent and Agreement

*[FORM OF OPINION OF COUNSEL TO
[INSERT NAME OF THIRD PARTY]]*

1. THE COUNTY OF RIVERSIDE (the "County") is a political subdivision of the State of California, duly authorized and is validly existing, in good standing under the laws of the State of California¹ and is duly authorized to perform its obligations under (a) the Consent and Agreement dated as of [_____], 2010 (the "Consent"), among the County, Blythe Energy, LLC (the "Borrower") and Credit Agricole Corporate and Investment Bank, as Collateral Agent and (b) the Assumption, Amendment and Restatement Agreement (Long Term Irrigation Rights – Blythe Airport) dated as of [_____], 2010 by and between the County and the Borrower (the "Assigned Agreement") and, together with the Consent, the "Documents") requires it to be so qualified.²

2. The County has the power and authority to execute and deliver the Documents, and perform all of its obligations thereunder;³ the execution and delivery by the County of the Documents and the performance by the County of its obligations thereunder have been duly authorized by all requisite action on the part of the County and each of the Documents has been duly executed and delivered by the County;⁴ and each of the Documents constitutes the legally valid and binding obligation of the County enforceable against the County in accordance with its terms, except, in each case, to the extent that its enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally or by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).⁵

3. The execution and delivery by the County of the Documents and the performance by the County of its obligations thereunder do not (a) conflict with the formation or governance documents of the County or (b) conflict with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any lien upon any of the property or assets of the County pursuant to the terms of, any indenture, mortgage, deed of trust or other

¹ To be given by counsel qualified in the jurisdiction of organization or by counsel otherwise familiar with the County.

² To be given by counsel qualified in the jurisdiction of performance of obligations (i.e., typically the jurisdiction where the project is located).

³ To be given by counsel qualified in the jurisdiction of organization or by counsel otherwise familiar with the County.

⁴ To be given by counsel qualified in the jurisdiction of organization or by counsel otherwise familiar with the County.

⁵ To be given by counsel qualified in the jurisdiction of the governing law of the relevant Document.

material agreement or instrument to which the County is a party or by which it or any of its properties or assets is bound.⁶

4. Neither the execution, delivery or performance by the County of its obligations under the Documents nor compliance by the County with the terms thereof will contravene (a) any provision of any Applicable Laws⁷ or (b) any Applicable Order.⁸ "Applicable Laws" means laws of the State of Delaware and California.⁹ "Applicable Orders" means those orders, writs, injunctions, decrees or arbitral awards that are binding upon the County or its properties or assets.

5. The County (a) has obtained each Governmental Approval which is necessary to authorize or is required in connection with the execution, delivery or performance of the Documents, each of which is in full force and effect and (b) is in compliance with all of the terms and conditions of each such Governmental Approval.¹⁰ "Governmental Approval" means any consent, approval, license, authorization or validation of, or filing, recording or registration with, any governmental authority pursuant to Applicable Laws.

6. There is no action, suit, proceeding or investigation at law or in equity or by or before any court or administrative agency pending or, to the best of our knowledge, threatened against or affecting the County or any of its respective properties which questions the legality, validity, binding effect or enforceability of any of the Documents or which individually or in the aggregate, would, if adversely determined, materially adversely affect the County's ability to enter into and carry out its obligations under any Document to which it is a party.¹¹

⁶ To be given by counsel qualified in the jurisdiction of organization or by counsel otherwise familiar with the County.

⁷ To be given by counsel qualified in the jurisdiction of governing law, performance and organization.

⁸ To be given by counsel qualified in the jurisdiction of organization or otherwise familiar with the County.

⁹ Insert the laws of the State of organization, governing law of the Assigned Agreement(s) and the law of the States of performance.

¹⁰ To be given by counsel qualified in the jurisdiction of performance or by counsel otherwise familiar with the County.

¹¹ To be given by counsel qualified in the jurisdiction of organization or by counsel otherwise familiar with the County.

Schedule I

Assigned Agreement

Assumption, Amendment and Restatement Agreement (Long Term Irrigation Rights – Blythe Airport), dated as of December 1, 2010 and effective as of October 5, 2010, by and between the County of Riverside and Blythe Energy, LLC