

**AGREEMENT AND CONSENT TO ASSIGNMENT OF FUNDING AGREEMENT
(NO. A-12433) DATED APRIL 17, 2013, BETWEEN COUNTY OF MONTEREY AND
CALIFORNIA FLATS SOLAR, LLC, A DELAWARE LIMITED LIABILITY
COMPANY, BY ELEMENT POWER US, LLC, ITS MANAGER (ASSIGNOR) TO
FIRST SOLAR DEVELOPMENT COMPANY LLC, A DELAWARE CORPORATION,
SOLE MEMBER OF CALIFORNIA FLATS SOLAR, LLC (ASSIGNEE)**

This Agreement and Consent to Assignment is provided by Monterey County (hereinafter, "County") for the benefit of Element Power US, LLC, Manager of California Flats Solar, LLC, a Delaware limited liability company (hereinafter, "Assignor" and sometimes referred to as "PROJECT APPLICANT") and First Solar Development, LLC, a Delaware Corporation, as the Sole Member of California Flats Solar, LLC, (hereinafter, "Assignee") and is effective as of August 15, 2013 (hereinafter, "Assignment Date"), which is the effective date of the "Written Consent of the Sole Member of California Flats Solar, LLC" and the "Amended and Restated Limited Liability Agreement" attached hereto and incorporated by this reference and collectively referred to as Exhibit "A".

RECITALS

- A. Whereas, Assignor and County entered into a Funding Agreement, Agreement No. A-12433, dated April 17, 2013, as modified by any and all addendums, amendments and exhibits thereto (collectively and hereinafter, "Funding Agreement") on file with the County of Monterey, Resource Management Agency – Planning Department and incorporated herein by this reference as though fully attached hereto; and
- B. Whereas, on August 15, 2013 ("Assignment Date"), Assignee executed the "Written Consent of the Sole Member of California Flats Solar, LLC" and the "Amended and Restated Limited Liability Agreement" collectively referred to as Exhibit "A" attached hereto and incorporated by this reference; and
- C. Whereas, Assignor has transferred certain of its assets to Assignee as reflected in the "Assignment of Membership Interests" dated as of August 5, 2013 (the "Effective Date") attached hereto and incorporated by this reference as Exhibit "B". In connection with the transfer of such assets, Assignor has agreed to assign to Assignee, and Assignee has agreed to assume, all of Assignor's right, title and interest in and to the Funding Agreement which relate to the period on or after the Assignment Date (hereinafter, "Assignment"); and,
- D. Whereas, Funding Agreement, at Section 12. Assignment provides that, "*Neither County nor PROJECT APPLICANT shall have the right to assign its respective rights and obligations hereunder without the written consent of the other Party. This AGREEMENT shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns.*"

PARTIES CONSENT TO ASSIGNMENT

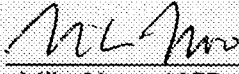
- 1. County hereby consents to the Assignment of said Funding Agreement No. A-12433 to Assignee, effective as of the Assignment Date of August 15, 2013, and acknowledges

that said Assignment shall not constitute or be deemed to be a breach of said Funding Agreement by Assignor.

2. Pursuant to said Assignment, Assignor is relieved of all duties, obligations and liabilities under said Funding Agreement No. A-12433 arising on or after the Assignment Date of August 15, 2013, and County agrees to look solely to the Assignee to satisfy any such duties, obligations and liabilities under said Funding Agreement arising on or after the Assignment Date of August 15, 2013.
3. Assignee consents to the Assignment of Funding Agreement No. A-12433 by Assignor to Assignee and hereby agrees to assume all duties, obligations and liabilities to County under said Funding Agreement dated April 17, 2013 arising on or after the Assignment Date of August 15, 2013.
4. The Recitals to this Agreement and Consent to Assignment are hereby incorporated into this Agreement and Consent to Assignment

COUNTY:

ASSIGNEE: California Flats Solar, LLC by
First Solar Development, LLC,
Its Sole Member

By: 
Name: Mike Novo, AICP
Title: Director of Planning

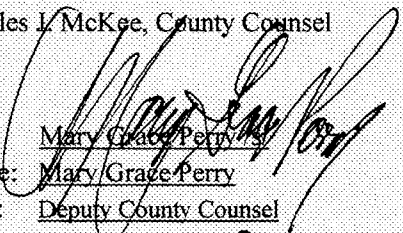
By: _____
Name: _____
Title: _____

Date: 10/8/13

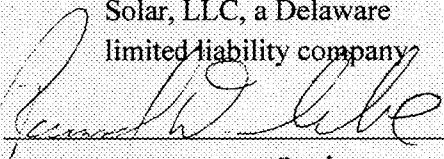
Date: _____

Approved as to form and legality:

Office of the County Counsel
Charles L. McKee, County Counsel

By: 
Name: Mary Grace Perry
Title: Deputy County Counsel
Date: 10-4-2013
September 23, 2013

ASSIGNOR: Element Power US, LLC,
Manager of California Flats
Solar, LLC, a Delaware
limited liability company

By: 
Name: Raymond D. Grube
Title: President & COO

Date: 9/26/13

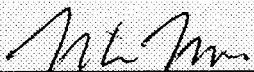
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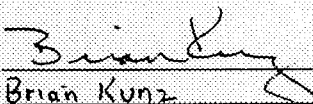
that said Assignment shall not constitute or be deemed to be a breach of said Funding Agreement by Assignor.

2. Pursuant to said Assignment, Assignor is relieved of all duties, obligations and liabilities under said Funding Agreement No. A-12433 arising on or after the Assignment Date of August 15, 2013, and County agrees to look solely to the Assignee to satisfy any such duties, obligations and liabilities under said Funding Agreement arising on or after the Assignment Date of August 15, 2013.
3. Assignee consents to the Assignment of Funding Agreement No. A-12433 by Assignor to Assignee and hereby agrees to assume all duties, obligations and liabilities to County under said Funding Agreement dated April 17, 2013 arising on or after the Assignment Date of August 15, 2013.
4. The Recitals to this Agreement and Consent to Assignment are hereby incorporated into this Agreement and Consent to Assignment

COUNTY:

ASSIGNEE: California Flats Solar, LLC by
First Solar Development, LLC,
Its Sole Member

By: 
Name: Mike Novo, AICP
Title: Director of Planning

By: 
Name: Brian Kunz
Title: Vice President, Project Development

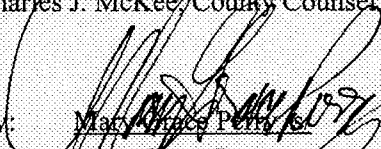
Date: 10/8/13

Date: September 24, 2013

Approved as to form and legality:

Office of the County Counsel

Charles J. McKee, County Counsel

By: 
Name: Mary Grace Perry
Title: Deputy County Counsel

Date: 10-4-2013

Date: September 23, 2013

ASSIGNOR: Element Power US, LLC,
Manager of California Flats
Solar, LLC, a Delaware
limited liability company

By: _____
Name: _____
Title: _____

Date: _____

MS 10/4/13
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EXHIBIT A
TO THE AGREEMENT AND CONSENT TO ASSIGNMENT
OF FUNDING AGREEMENT NO. A-12433

**WRITTEN CONSENT
OF THE SOLE MEMBER OF
CALIFORNIA FLATS SOLAR, LLC**

August 15, 2013

The undersigned sole member ("Sole Member") of California Flats Solar, LLC, a Delaware limited liability company (the "Company"), hereby consents to and adopts the following resolutions by written consent in accordance with the Delaware Limited Liability Company Act and the Company's Limited Liability Company Agreement (the "LLC Agreement"):

Amendment and Restatement of LLC Agreement

WHEREAS, the Sole Member is vested with the power and authority to amend the Company's LLC Agreement and believes it is in the best interests of the Company to amend and restate the LLC Agreement, in the form attached hereto as Exhibit A (the "Amended and Restated LLC Agreement");

NOW THEREFORE BE IT RESOLVED, that the Amended and Restated LLC Agreement is hereby adopted and approved.

Appointment of Officers of the Company

WHEREAS, the Sole Member of the Company is vested with the power and authority to appoint officers of the Company and believes it is in the best interests of the Company to do so;

NOW THEREFORE BE IT RESOLVED, that all existing officers of the Company are removed as officers of the Company and each of the following persons is hereby appointed to the office or offices of the Company set forth opposite his or her name, each to hold such position until his or her respective successor is duly appointed or until his or her earlier resignation or removal:

Tim Reborn, President

Lou Moore, VP, EPC

Brian Kunz, Vice President Project Development

Alex Bradley, Vice President, Project Finance

Bryan Schumaker, Vice President Corporate Controller

David Brady, Vice President Treasurer

Steve Robertson, Vice President, Tax

Mary Beth Gustafsson, Vice President and Secretary

Beth Deane, Vice President and Assistant Secretary

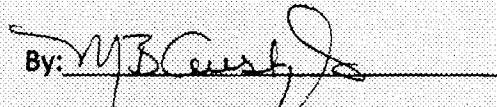
Jason Dymbort, Vice President and Assistant Secretary

Dana Diller, Vice President Business Development

IN WITNESS WHEREOF, the undersigned has executed this Written Consent as of the date first written above.

Sole Member:

First Solar Development, LLC

By: 

Name: Mary Beth Gustafsson

Title: Vice President and Secretary

EXHIBIT A

Amended and Restated LLC Agreement

CALIFORNIA FLATS SOLAR, LLC

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") dated as of August 15, 2013 of California Flats Solar, LLC (the "Company"), is adopted by First Solar Development, LLC, a Delaware limited liability company (the "Member"), as the sole member.

Preliminary Statements

The Company was formed on December 5, 2011, pursuant to and in accordance with the Limited Liability Company Act of the State of Delaware, as amended from time to time (the "Act").

The Member desires to amend and restate the existing Limited Liability Company Agreement of the Company, as more particularly set forth herein.

WHEREAS, the Member, by execution of this Agreement, hereby amends and restates the Limited Liability Company Agreement of the Company pursuant to and in accordance with the Act, and hereby agrees as follows:

1. Name; Place of Business. The name of the Company is California Flats Solar, LLC. The principal place of business of the Company shall be c/o First Solar, Inc., 350 West Washington Street, Suite 600, Tempe, Arizona 85281, or such other location as may hereafter be determined by the Member.

2. Purpose. The Company's business and purpose shall be the conduct of any business or activity that may be conducted by a limited liability company organized pursuant to the Act.

3. Registered Office. The registered office of the Company in the State of Delaware is as follows: c/o Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is as follows: Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

5. Certificates of Interest. The Company may issue certificates (each, a "Certificate of Interest") in respect of the Member's ownership interest in and rights with respect to the Company, including its interest in the capital, profits, losses and distributions of the Company (a "Membership Interest"). The Member hereby specifies that any such Certificates of Interest (and the Membership Interests represented thereby) are securities governed by Article 8 and all other provisions of the Uniform Commercial Code as in effect in the State of Delaware and pursuant to the terms of Section 8-103(c) of the Uniform Commercial Code, such interests shall be "securities" for all purposes under such Article 8 and under all other provisions of the Uniform Commercial Code. Any Certificates of Interest shall be recorded in a register thereof maintained

by the Company and shall be subject to such rules for the issuance thereof in compliance with this Agreement and as the Member may from time to time determine.

6. Member. The name and the business, residence or mailing address of the Member is as follows:

Name:	Address:
First Solar Development, LLC.	350 West Washington Street, Suite 600 Tempe, Arizona 85281 Fax: (602) 414-9400

7. Management. The Company shall be managed by the Member, and the Member may exercise all powers of the Company and do all lawful acts and things as the Member may determine to be necessary or appropriate in the ordinary course of the trade or business of the Company. Any action taken by the Member on behalf of the Company shall constitute an act of and serve to bind the Company. In dealing with the Member on behalf of the Company, no person or entity shall be required to inquire into the authority of the Member to bind the Company. Persons and entities dealing with the Company are entitled to rely conclusively on the power and authority of the Member as set forth in this Agreement.

8. Officers. The Member may, from time to time, appoint one or more officers with such titles as may be designated by the Member to act in the name and on behalf of the Company. Each officer designated by the Member is authorized by the Member to exercise all powers of the Company and do all lawful acts and things as such officer may determine to be necessary or appropriate in the ordinary course of the trade or business of the Company. Each officer shall act pursuant to such delegated authority until such officer dies, resigns, is no longer employed by the Company or any of its affiliates or is removed by the Member. Any officer may be removed by the Member at any time with or without cause. Any action taken by an officer designated by the Member shall constitute the act of and serve to bind the Company. In dealing with the officers acting on behalf of the Company, no person or entity shall be required to inquire into the authority of the officers to bind the Company. Persons and entities dealing with the Company are entitled to rely conclusively on the power and authority of any officer set forth in this Agreement and any instrument designating such officer and the authority delegated to him or her.

9. Execution of Documents. With respect to all of its obligations, powers and responsibilities under this Agreement, the officers of the Company, and each of them, is authorized to execute and deliver, for and on behalf of the Company, such promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, contracts, agreements, assignments, documents, deeds, leases, loan agreements, mortgages, security agreements, guaranties, certificates, registrations, applications, notices and other documents, instruments and agreements ("Agreements") on such terms and conditions as the Member or officers deem proper, the execution of such Agreements by such persons to be conclusive evidence of such authorization and approval and ratification thereof by the Member and the Company, all without further act, vote or approval of any person or entity notwithstanding anything to the contrary contained in this Agreement.

10. Actions on behalf of Subsidiaries. If the Company has one or more subsidiaries and is called upon to approve or authorize a matter of a subsidiary, approval or authorization by the Member or any officer designated by the Member shall constitute approval by the Company.

11. Capital Contributions. The Member has contributed the following amounts, in cash, and no other property to the Company: \$1.00.

12. Additional Contributions. The Member is not required to make any additional capital contributions to the Company; provided, however, the Member may elect in its sole and absolute discretion to make additional capital contributions.

13. Tax Treatment. The Member intends that the Company be disregarded as a separate entity for U.S. Federal income tax purposes pursuant to Treasury Regulation Section 301.7701-3, and no election to the contrary shall be filed by or on behalf of the Company. Accordingly, the Member shall, for tax purposes, be treated as the owner of the Company's assets, and all income, gain, loss, deduction and credit of the Company shall be reported by the Member on its own returns.

14. Distribution. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to any Member on account of its interest in the Company if such distribution would violate Section 18-607 of the Act or any other applicable law. The Member shall not have the status of a creditor with respect to any distribution pursuant to this Section 14.

15. Dissolution.

(a) The Company shall be dissolved, and its affairs shall be wound up upon the first to occur of the following: (i) the election of the Member to dissolve the Company or (ii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

(b) The bankruptcy (as defined in Section 18-101(1) of the Act) of the Member shall not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

(c) The death, dissolution, liquidation, termination or adjudication of incompetency of a member of the Company shall not cause the termination or dissolution of the Company, and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such member shall have all the rights of such member for the purpose of settling or managing its estate or property. In the event that, at any time, there are no members of the Company, the Company shall not be dissolved or wound up and the personal representative of the last remaining member (or its nominee or designee) shall continue the Company and such personal representative (or its nominee or designee) shall be admitted as a member of the Company, effective as of the occurrence of the event that terminated the membership of the last remaining member.

The foregoing provisions of this Article shall govern over any contrary or inconsistent provision in this Agreement or any other document or instrument governing the affairs of the Company.

16. Liquidation. Upon a dissolution pursuant to Section 15, the Company's assets shall be liquidated in an orderly manner. The Member or its designee shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement. In performing its duties, the liquidator is authorized to sell, distribute, exchange or otherwise dispose of the Company's assets in accordance with the Act in any reasonable manner that the liquidator shall determine. The assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

17. Title to Company Property. All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no Member shall have any ownership interest in any Company property in its individual name or right, and each Member's interest in the Company shall be personal property for all purposes. The foregoing provisions shall govern over any contrary or inconsistent provision in this Agreement or any other document or instrument governing the affairs of the Company.

18. Indemnification.

(a) The Company shall indemnify, defend and hold harmless the Member, each officer of the Company, and each of their respective affiliates, officers, directors, controlling persons, partners, members, employees, and shareholders, together with their respective successors and assigns, heirs, executors and administrators, (each, an "Indemnified Person") from and against any and all losses, claims, costs, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from or incurred or imposed upon such Indemnified Person in connection with any and all claims, demands, actions, suits or other proceedings, whether civil, criminal, administrative or investigative, which relate to the status or activities as a Member or officer, or to the Company's property, business or affairs ("Claims"). An Indemnified Person's expenses (including attorneys' fees) paid or incurred in investigating, preparing or defending itself against any Claim shall be reimbursed as paid or incurred. This Section 18 shall not apply with respect to any Indemnified Person for that portion of any Claim determined by the final decision (from which an appeal cannot be taken or is not timely taken) of a court of competent jurisdiction to have been caused by the fraud, gross negligence or willful misconduct of such Indemnified Person. Any payments made to or on behalf of an Indemnified Person who is later determined not to be entitled to such payments shall be refunded to the Company promptly following such determination.

(b) The right to indemnification and the advancement of expenses conferred in this Section 18 shall not be exclusive of any other right which any Indemnified Person may have or hereafter acquire under any statute, agreement, decision of the Member or otherwise.

(c) The Company may maintain insurance, at its expense, to protect any person or entity against any expense, liability or loss, to the extent the Company would have the power to indemnify such person or entity against any such expense, liability or loss under the Act.

19. Limitation of Liability. The Member may exercise any of the powers granted to it by this Agreement either directly or by or through its agents, and shall not be responsible for any

misconduct or negligence on the part of any such agent appointed by the Member (so long as such agent was selected in good faith and with due care). No person or entity who is a member or officer of the Company shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation or liability of the Company, whether that liability or obligation arises in contract, tort or otherwise, solely by reason of being member or officer of the Company. The Member shall not have any liability for the obligations or liabilities of the Company except as provided in the Act and the following sentence: The Member's liability for Company liabilities and losses shall be limited to the Company's assets; provided that the Member shall be required to return to the Company any distributions made to it in violation of the Act.

20. Expenses. The Company shall pay for all expenses incurred in connection with the operation of the Company's business. The Member and the officers, employees and agents of the Company shall be entitled to receive out of Company funds reimbursement of all Company expenses expended by such persons.

21. Amendments. Amendments to this Agreement may be made only by an instrument signed by the Member.

22. Amendment of Certificate. In the event this Agreement shall be amended pursuant to Section 21 hereof, the Member shall amend the Certificate of the Company to reflect such change if it deems such amendment of the Certificate to be necessary or appropriate.

23. Books and Records. The Member shall keep or cause to be kept complete and accurate books of account and records with respect to the Company's business. The books of the Company shall at all times be maintained by the Member. The Company's books of account shall be kept using the method of accounting determined by the Member. The Company's independent auditor shall be an independent public accounting firm selected by the Member.

24. Assignments. The Member may assign in whole or in part its Membership Interest in the Company. If the Member transfers all of its Membership Interest in the Company pursuant to this Section 24, the transferee shall be admitted to the Company as a member of the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement. Such admission shall be deemed effective immediately prior to the transfer, and, immediately following such admission, the transferor Member shall cease to be a member of the Company. Any other transferee shall be admitted only with the consent of the Member and upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement.

25. Resignation. The Member may not resign from the Company except in connection with a transfer of all of its Membership Interest.

26. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the written consent of the Member.

27. Benefits of Agreement; No Third-Party Rights. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or by any

creditor of any Member. Nothing in this Agreement shall be deemed to create any right in any person (other than Indemnified Persons) not a party hereto, and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party.

28. Severability of Provisions. Each provision of this Agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

29. Notices. Any notices required to be delivered hereunder shall be in writing and personally delivered, mailed or sent by telecopy, electronic mail or other similar form of rapid transmission, and shall be deemed to have been duly given upon receipt: (a) in the case of the Company, to the Company at its address in Section 1, (b) in the case of the Member, to the Member at its address in Section 6 and (c) in the case of either of the foregoing, at such other address as may be designated by such party in writing from time to time.

30. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first above written.

FIRST SOLAR DEVELOPMENT, LLC, as its sole member,

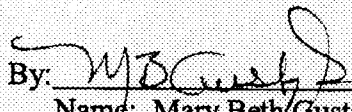
By: 
Name: Mary Beth Gustafsson
Title: Vice President and Secretary

EXHIBIT B
TO THE AGREEMENT AND CONSENT TO ASSIGNMENT
OF FUNDING AGREEMENT NO. A-12433

ASSIGNMENT OF MEMBERSHIP INTERESTS

THIS ASSIGNMENT OF MEMBERSHIP INTERESTS (this "**Assignment**"), dated as of August 5, 2013 (the "**Effective Date**"), is made and entered into by and between Element Power Solar, LLC, a Delaware limited liability company ("**US Seller**"), Element Power México S. de R.L. de C.V. ("**EP Mexico**"), and Element Power España, S.L.U. ("**EP España**" and together with US Seller and EP Mexico, the "**Assignors**"), First Solar Development, LLC, a Delaware corporation ("**FSD LLC**"), First Solar Energía México, S. de R.L. de C.V. ("**FS Energía MX**") and First Solar Mexico Project Holdings, LLC, a Delaware limited liability company ("**FS Mexico Holdings**" and together with FSD LLC and FS Energía MX ("**Assignees**"). Assignors and Assignees are referred to herein, collectively, as the "**Parties**" and each, individually, as a "**Party**".

RECITALS

WHEREAS, Assignors own, beneficially and of record, all of the outstanding membership interests in the companies listed in Annex A hereto (collectively, the "**Acquired Interests**"); and

WHEREAS, Assignors and Assignees have entered into that certain Purchase and Sale Agreement, dated as even date herewith (the "**PSA**"), pursuant to which Assignors have agreed to sell and assign and Assignees have agreed to purchase and assume, among other things, the Acquired Interests.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1.01 Defined Terms. Capitalized terms used but not defined herein shall have the meaning prescribed to such terms in the PSA.

Section 1.02 Assignment of Acquired Interests. From and after the Effective Date, Assignors hereby transfer, assign, convey and deliver to Assignees all of Assignors' right, title and interest in and to the Acquired Interests, free and clear of all Liens other than pursuant to applicable securities Laws.

Section 1.03 Assumption of Acquired Interests. From and after the Effective Date, Assignees hereby accept and assume all of Assignors' obligations and Liabilities, to the extent they arise or relate to periods following the Effective Date, with respect to the Acquired Interests.

Section 1.04 Further Assurances. Assignors hereby agrees to promptly execute and deliver such instruments and documents (in form and substance reasonably acceptable to the parties) and take such further action that may be reasonably necessary or desirable in order to give effect to the intent of this Assignment.

Section 1.05 Successors and Assigns. This Assignment is binding upon, inures to the benefit of and is enforceable by the Parties and their respective successors and assigns.

Section 1.06 Facsimile Signature; Counterparts. This Assignment may be executed by facsimile signature in any number of counterparts (or by combining facsimile and/or original signatures into one or more counterparts), each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Section 1.07 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of laws thereof.

Section 1.08 PSA Terms. This Assignment shall, in every respect, be subject to and governed by the terms of the PSA. To the extent conflict this Assignment conflicts with the PSA, the PSA will control.

[Signature Page Follows]

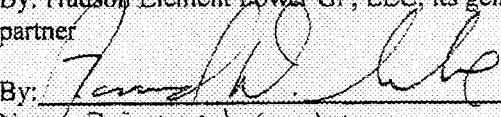
IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed and delivered as of the Effective Date.

"Assignors"


Element Power Solar, LLC,

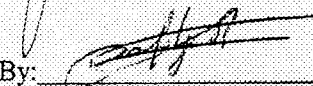
By: Element Power US, L.P., its manager

By: Hudson Element Power GP, LLC, its general partner

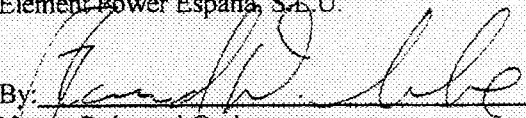
By: 
Name: Raimund Grube
Title: DIRECTOR

Element Power México S. de R.L. de C.V.

By: 
Name: Raimund Grube
Title: Director

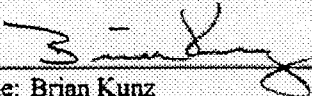
By: 
Name: Ismael Rodelgo
Title: Director

Element Power España, S.L.U.

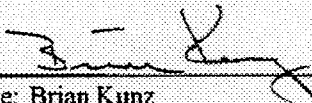
By: 
Name: Raimund Grube
Title: Representative

"Assignees"

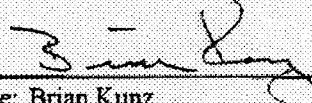
First Solar Development, LLC,
a Delaware limited liability company

By: 
Name: Brian Kunz
Title: Vice President, Project Development

First Solar Energía México, S de R L de C V

By: 
Name: Brian Kunz
Title: Vice President, Project Development

First Solar Mexico Project Holdings, LLC,
a Delaware limited liability company

By: 
Name: Brian Kunz
Title: Vice President, Project Development

ANNEX A

PROJECT COMPANIES

Alpine 1 Solar, LLC
California Flats Solar, LLC
Copper Rays Solar, LLC
Great Valley Solar Farm, LLC
Rocky River Solar, LLC
Rising Paladin Solar Farm, LLC
Sun Streams, LLC
Wheeler, LLC
Dixie Baker, LLC
Illinois Solar, LLC
Chase Solar, LLC
Boone Solar, LLC
Element Power Solar Bizani, S. de R.L. de C.V.
Element Power Solar Costa S. de R.L. de C.V.
Element Power Solar Zopola, S. de R.L. de C.V.
Element Power Solar Viejito, S. de R.L. de C.V.