

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS

This Settlement Agreement and Mutual Release of Claims (“AGREEMENT”) is entered into between the California Sportfishing Protection Alliance (“CSPA”) and Rio Bravo Rocklin¹ (collectively, the “SETTLING PARTIES”) with respect to the following facts and objectives:

RECITALS

WHEREAS, CSPA is a 501(c)(3) non-profit, public benefit corporation organized under the laws of the State of California, dedicated to the protection, enhancement, and restoration of the rivers, creeks, and tributaries of the Sacramento River, the San Joaquin River and the Sacramento-San Joaquin Delta. Bill Jennings is the Executive Director of CSPA and a member of CSPA;

WHEREAS, Rio Bravo Rocklin is a general partnership organized under the laws of the State of California that owns and operates a biomass power generating facility at 3100 Thunder Valley Court in Lincoln, California (the “Facility”). The Facility is covered by State Water Resources Control Board Water Quality Order No. 97-03-DWQ, National Pollutant Discharge Elimination System General Permit No. CAS000001, Waste Discharge Requirements for Discharges of Storm Water Associated with Industrial Activities Excluding Construction Activities (hereinafter, the “General Permit”);

WHEREAS, on or about March 27, 2008, CSPA provided Rio Bravo Rocklin with a Notice of Violation and Intent to File Suit (“CWA Notice Letter”) under Section 505 of the Federal Water Pollution Control Act (the “Act”, “Clean Water Act,” or “CWA”), 33 U.S.C. § 1365;

¹ For purposes of this AGREEMENT, Rio Bravo Rocklin includes all Defendants named in CSPA’s Complaint.

WHEREAS, on or about June 6, 2008, CSPA filed its Complaint in the United States District Court for the Eastern District of California against Rio Bravo Rocklin. *California Sportfishing Protection v. Constellation Energy Group, Inc. et al.* (USDC, E.D. Cal., Case No. 2:08-cv-01279-MCE-EFB);

WHEREAS, on or about February 6, 2009, CSPA provided Rio Bravo Rocklin with a Notice of Violation (“Prop. 65 Notice Letter”) under Sections 25249.5, *et seq.*, of the California Health and Safety Code (“Proposition 65” or “Prop. 65”);

WHEREAS, Rio Bravo Rocklin denies any and all of CSPA’s allegations and claims in CWA and Prop. 65 Notice Letters and Complaint;

WHEREAS, CSPA and Rio Bravo Rocklin, through their authorized representatives and without either adjudication of CSPA’s claims or admission by Rio Bravo Rocklin of any alleged violation or other wrongdoing, have chosen to resolve in full CSPA’s allegations in the CWA and Prop. 65 Notice Letters and Complaint through settlement and avoid the cost and uncertainties of further litigation; and

WHEREAS, CSPA and Rio Bravo Rocklin have agreed that it is in their mutual interest to enter into this AGREEMENT setting forth the terms and conditions appropriate to resolving CSPA’s allegations set forth in the CWA and Prop. 65 Letters and Complaint.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CSPA and Rio Bravo Rocklin hereby agree as follows:

EFFECTIVE DATE

1. The term “Effective Date,” as used in this AGREEMENT, shall mean the last date on which the signature of a party to this AGREEMENT is executed.

COMMITMENTS OF CSPA

2. **Stipulation to Dismiss With Prejudice and [Proposed] Order.** Within ten (10) calendar days of the expiration of the Agencies' review period specified in Paragraph 13 below, CSPA shall file a Stipulation to Dismiss With Prejudice and [Proposed] Order thereon pursuant to Federal Rule of Civil Procedure 41(a)(1)(A) with the United States District Court for the Eastern District of California ("District Court"), with this AGREEMENT attached as Exhibit A thereto, specifying that CSPA is dismissing with prejudice all claims in CSPA's Complaint. Consistent with Paragraphs 19 and 20 herein, the Stipulation to Dismiss with Prejudice and [Proposed] Order shall state that the District Court will maintain jurisdiction through September 30, 2011 for purposes of resolving any disputes between the SETTLING PARTIES with respect to any provision of this AGREEMENT. CSPA is responsible for notifying Rio Bravo Rocklin of the District Court's entry of the Order dismissing with prejudice. If the District Court chooses not to enter the Order, this AGREEMENT shall be null and void.

COMMITMENTS OF RIO BRAVO ROCKLIN

3. **Compliance with General Permit and the Clean Water Act.** Throughout the term of this AGREEMENT, Rio Bravo Rocklin agrees to operate the Facility in compliance with the applicable requirements of the General Permit and Clean Water Act (33 U.S.C. §§ 1251 *et seq.*)

4. **Mitigation Project.** In recognition of the good-faith efforts by Rio Bravo Rocklin to comply with all aspects of the General Permit, the Clean Water Act, and Prop. 65, and in lieu of payment by Rio Bravo Rocklin of any penalties and costs which may have been assessed in this action if it had proceeded to trial, the SETTLING PARTIES agree that Rio Bravo Rocklin will pay the sum of fifty-five thousand dollars (\$55,000.00) to the Rose Foundation for Communities and the Environment ("Rose Foundation"). Of that sum, forty thousand dollars (\$40,000.00) is attributed to resolving the allegations set forth in CSPA's CWA Notice Letter and fifteen thousand dollars (\$15,000.00) is attributed to resolving the allegations set forth in CSPA's Prop. 65 Notice Letter. The Rose Foundation shall direct the funds as

specified below and shall not retain any portion of the funds, except for the normal cost necessary to cover its overhead, not to exceed ten (10) percent of the total funds.

The SETTLING PARTIES agree to recommend to the Rose Foundation that the portion of the mitigation funds attributed to resolving the allegations set forth in CSPA's CWA Notice Letter (\$40,000) be directed to the Secret Ravine Pipeline Fish Passage Improvement Project if a proper grant application is submitted to the Rose Foundation for that project. If a grant application is not submitted for the Secret Ravine Pipeline Fish Passage Improvement Project within six (6) months, funds will be used by the Rose Foundation to fund grant awards to projects that benefit water quality in the Sacramento River, the San Joaquin River and/or the Sacramento-San Joaquin Delta. The Rose Foundation shall provide notice to the SETTLING PARTIES within thirty (30) days of when the funds are dispersed by the Rose Foundation, setting forth the recipient and purpose of the funds.

The portion of the mitigation funds attributed to resolving the allegations set forth in CSPA's Prop. 65 Notice Letter (\$15,000) shall be used by the Rose Foundation for grant funding to California non-profit groups to reduce the discharge of known toxins to sources of drinking water, to reduce exposures to toxic chemicals, and to increase consumer, worker and community awareness of the health hazards posed by toxic chemicals, consistent with the purposes of Prop. 65.

Payment to the Rose Foundation shall be as follows:

(a) the sum of forty-five thousand dollars (\$45,000) is due within thirty (30) calendar days of the date that Rio Bravo Rocklin receives notice from CSPA that the District Court entered the Order dismissing the case with prejudice, as set forth in Paragraph 2 of this AGREEMENT. Payment shall be provided to the Rose Foundation as follows: Rose Foundation, 6008 College Avenue, Oakland, CA 94618, Attn: Tim Little.

(b) the sum of ten thousand dollars (\$10,000) is due by January 30, 2010. Payment shall be provided to the Rose Foundation as follows: Rose Foundation, 6008 College Avenue, Oakland, CA 94618, Attn: Tim Little.

5. **Best Management Practices.** Rio Bravo Rocklin agrees to implement the following Best Management Practices (BMPs) as soon after the Effective Date of this AGREEMENT as is practicable, and in no event later than thirty (30) calendar days after the Effective Date, unless expressly noted below:

a. By October 1, 2009, install engineered structural control filtration system devices in each drain inlet at Outfalls 1 and 2 that are designed to handle flows up to a 25-year, 24-hour storm event from the geographic areas that drain to Outfalls 1 and 2 (such devices shall be comparable to StormwaterRx Aquip Unit, Clearwater Solutions BMP Unit, or Hancor Storm Water Quality Unit);

b. Place two rows of large-diameter (5" or wider) straw wattles or bales prior to the drain inlets at Outfalls 1, 2, and 3 discharge locations;

c. Ensure that hay bales, wattles, and/or other similar devices surrounding drain inlets are not placed on an impervious surface and are keyed into the ground at least four inches;

d. During each wet season (October 1 – May 30), move small metal spare parts into on-site, covered storage and tarp all scrap metal bins;

e. Ensure that any welding that may take place in conjunction with activities near the maintenance pad occurs within the contained area;

f. Ensure that all bed sand, ash, or any similar material is stored on one central, paved area before disposal or reuse.

g. All wood fuel handling vehicles shall maintain speeds of 5 miles per hour or less at the Facility.

h. Update the Facility map to: indicate all Designated Discharge Locations (defined for purposes of this AGREEMENT as Outfalls 1, 2, and 3, and the East and West areas of the Facility's entrance driveway) and the directional flow of water throughout the site; outline all storm water drainage areas within the Facility boundaries; indicate portions of the drainage area impacted by run-on from surrounding areas, if any; and note any areas of soil erosion. Rio

Bravo Rocklin shall include such updated map as part of the Storm Water Pollution Prevention Plan (SWPPP);

i. By August 1, 2009, update the SWPPP to: describe which areas of the Facility are contained and/or discharge to the sanitary sewer system, and the disposition of any water that may collect in a contained area; include an updated description of potential onsite sources of pollutants; and reflect the additional BMPs and monitoring and reporting obligations undertaken pursuant to this AGREEMENT.

j. By December 1, 2009, increase wind screens by approximately 50%, by adding 150 feet of additional wind screens parallel to the northern property line to ameliorate any wind affects which could transport sediment or other particulates into areas in which they may become entrained in storm water.

k. By December 1, 2009, maintain all wood fuel storage piles within side walls no taller than three feet above the working pile surface to reduce fugitive dust that may become entrained in storm water.

l. Continue the current sweeping regimen at the Facility (once every 2 weeks via a commercial sweeping company that utilizes a regenerative-type vacuum unit);

m. If any discharge location(s) additional to the Designated Discharge Locations are discovered by Rio Bravo Rocklin, Rio Bravo Rocklin will eliminate the discharge location, or will designate the additional discharge location(s) in the SWPPP and will monitor the additional discharge location(s) in accordance with the General Permit and this AGREEMENT.

6. **Monitoring.** During the term of this AGREEMENT, Rio Bravo Rocklin agrees to sample and analyze a total of four qualifying events (as defined by General Permit, Section B, ¶5(a)-(b)) each wet season from each designated discharge location, provided that Rio Bravo Rocklin is excused from this obligation if there are less than four qualifying events at a particular discharge location, in which case Rio Bravo Rocklin shall sample all qualifying events from that discharge location.

7. **Sampling for Additional Constituents.** Rio Bravo Rocklin agrees to analyze its stormwater samples for the following parameters: pH, TSS, Specific Conductance, Oil & Grease or TOC, BOD, COD, Copper, Iron, Lead, Zinc, Aluminum, Arsenic, and Chromium. If any metal (*e.g.*, copper, iron, lead, zinc, aluminum, arsenic, and chromium) is “non-detect” during four consecutive sampling events, Rio Bravo Rocklin shall be excused from further responsibilities to sample and analyze for such metal(s) under this AGREEMENT.

8. **Action Memorandum On EPA Benchmark Exceedances.** If any sample taken from a Designated Discharge Location during this AGREEMENT exceeds the “Benchmark” levels set forth in U.S. EPA’s Multi-Sector General Permit for Storm Water Discharges Associated with Industrial Activity, 65 F.R. 64746, 64766-64767 (Oct. 30, 2000) (“EPA Benchmark Levels”) and in Exhibit A hereto, Rio Bravo Rocklin shall prepare a written statement discussing the exceedance, the possible cause and/or source of the exceedance, measure(s) that Rio Bravo Rocklin proposes to be taken to address and eliminate future exceedances, and a timeline for their implementation (“Action Memorandum”). Such additional measure(s) may include, but are not limited to, material improvements to the Facility’s storm water conveyance system, modification to structural devices, modifications to the manner in which materials are stored at the facility, more frequent and/or rigorous facility sweeping efforts, employee training programs, etc. The Action Memorandum shall be provided to CSPA no later than July 1st after each wet season. The SETTLING PARTIES agree that preparation and implementation of an Action Memorandum by Rio Bravo Rocklin shall not give rise to any presumption that Rio Bravo Rocklin has failed to comply with any obligations under the General Permit.

Within fifteen (15) days of receipt of the Action Memorandum, CSPA may provide comment on the Action Memorandum and, if requested by CSPA, CSPA shall have the opportunity to meet and confer with Rio Bravo Rocklin to discuss the contents of the Action Memorandum, and its adequacy in continuing to improve the quality of the Facility’s storm water discharges to achieve the EPA Benchmark Levels. If, within fifteen (15) days of meeting and conferring, the SETTLING PARTIES do not agree on the adequacy of the additional

measures set forth in the Action Memorandum, either CSPA or Rio Bravo Rocklin may file a motion for appropriate relief with Magistrate Judge Edmund F. Brennan, or any other magistrate judge of the United States District Court for the Eastern District of California to whom this matter may be assigned. The prevailing party on any such motion shall be entitled to its reasonable investigative, consulting and attorneys' fees and costs incurred in connection with the motion.

After the SETTLING PARTIES reach agreement on any proposed additional measures, or following District Court resolution of any dispute concerning the adequacy of any proposed additional measures, Rio Bravo Rocklin shall implement the proposed additional measures according to the timelines negotiated by the SETTLING PARTIES or ordered by the District Court.

CSPA's failure to provide timely comment or opposition to any additional measures proposed in any Action Memorandum shall not preclude CSPA from later objecting, in response to subsequent Action Memoranda or other information, to such measures as inadequate. Concurrence by CSPA with additional measures proposed in an Action Memorandum shall not be deemed to be an admission by CSPA of the adequacy of such measures should they fail to reduce the pollutant concentrations in storm water discharged from the Facility to at or below the EPA Benchmark Levels.

9. **Inspections During the Term of this AGREEMENT.** Rio Bravo Rocklin shall permit representatives of CSPA to perform one (1) physical inspection of the Facility (which may include agreed-upon sampling, photographing, and/or videotaping compliant with applicable Federal Rules of Civil Procedure) during the term of this AGREEMENT. CSPA shall provide notice at least five (5) business days in advance of such physical inspection. Rio Bravo Rocklin shall have the right to deny access if circumstances would make the inspection unduly burdensome and pose significant interference with business operations. In such case, Rio Bravo Rocklin shall specify at least three (3) dates within the two (2) weeks thereafter upon which a physical inspection by CSPA may proceed. All such inspections shall occur during normal business hours. Rio Bravo Rocklin shall not make any alterations to Facility conditions during

the period between receiving CSPA's notice and the start of CSPA's inspection that Rio Bravo Rocklin would not otherwise have made but for receiving notice of CSPA's request to conduct a physical inspection of the Facility. Nothing herein shall be construed to prevent Rio Bravo Rocklin from continuing to implement any BMPs identified in its SWPPP during the period prior to an inspection by CSPA.

10. **Provision of Documents and Reports.** During the life of this AGREEMENT, Rio Bravo Rocklin shall provide CSPA a copy of all storm water sampling analysis reports, Annual Reports, iterations of the Storm Water Pollution Prevention Plan, and any other official correspondence related to the General Permit submitted to or received from the Regional Water Quality Control Board or the State Water Resources Control Board. Copies of such documents will be provided to CSPA within fourteen (14) calendar days of their production or receipt by Rio Bravo Rocklin.

11. **Fees, Costs, and Expenses.** As reimbursement for CSPA's investigative, expert and attorneys' fees and costs, Rio Bravo Rocklin shall pay CSPA the sum of sixty thousand dollars (\$60,000.00). Payment shall be as follows:

(a) the sum of forty-five thousand dollars (\$45,000) is due within thirty (30) calendar days after receiving notice from CSPA of the District Court's entry of the Order dismissing with prejudice described in Paragraph 2 of this AGREEMENT. Payment to CSPA shall be made in the form of a single check payable to "The Law Offices of Andrew L. Packard Attorney-Client Trust Account" and mailed to The Law Offices of Andrew L. Packard, 319 Pleasant Street, Petaluma, California 94952.

(b) the sum of fifteen thousand dollars (\$15,000) is due by January 30, 2010. Payment to CSPA shall be made in the form of a single check payable to "The Law Offices of Andrew L. Packard Attorney-Client Trust Account" and mailed to The Law Offices of Andrew L. Packard, 319 Pleasant Street, Petaluma, California 94952.

The payments described above shall constitute full payment for all costs of litigation, including investigative, expert and attorneys' fees and costs incurred by CSPA that have or could have

been claimed in connection with CSPA's claims, up to and including the Effective Date of this AGREEMENT.

12. **Future Oversight Costs.** Rio Bravo Rocklin shall make available five thousand dollars (\$5,000) for the 2009-2010 wet season and five thousand dollars (\$5,000) for the 2010-2011 wet season for CSPA's expert and attorneys' fees and costs spent reviewing Rio Bravo Rocklin's compliance with ongoing obligations under this AGREEMENT. CSPA may recover its fees and costs of up to five thousand dollars (\$5,000) for each rainy season by sending Rio Bravo Rocklin one itemized invoice by September 30, 2010 and one itemized invoice by September 30, 2011, each of which shall include a brief description of the work conducted within the prior 12 months, the person performing the work, the date the work was conducted, the rates charged, and the amount of time spent on each project if charged on an hourly basis. Rio Bravo Rocklin shall reimburse CSPA within thirty (30) calendar days of receipt of the invoice from CSPA. Payment to CSPA shall be made in the form of a single check payable to "The Law Offices of Andrew L. Packard Attorney-Client Trust Account" and mailed to The Law Offices of Andrew L. Packard, 319 Pleasant Street, Petaluma, California 94952.

13. **Review by Federal Agencies.** CSPA shall submit this AGREEMENT to the U.S. EPA ("EPA") and the U.S. Department of Justice ("DOJ") (hereinafter, the "Agencies") via certified mail, return receipt requested, within ten (10) calendar days after the Effective Date of this AGREEMENT for review consistent with 40 C.F.R. § 135.5. The Agencies' review period expires forty-five (45) calendar days after receipt of the AGREEMENT by both Agencies, as evidenced by the return receipts, copies of which shall be provided to Rio Bravo Rocklin upon receipt by CSPA. In the event that the Agencies comment negatively on the provisions of this AGREEMENT, the SETTLING PARTIES agree to meet and confer to attempt to resolve the issue(s) raised by the Agencies. If CSPA and Rio Bravo Rocklin are unable to resolve any issue(s) raised by the Agencies in their comments, CSPA and Rio Bravo Rocklin agree to expeditiously seek a settlement conference with the Magistrate Judge assigned to the Complaint in this matter to resolve the issue(s).

14. **Notice to California Attorney General's Office.** In accordance with California Health & Safety Code section 25249.7(f)(1), CSPA shall electronically submit to the California Attorney General's Office, at <http://ag.ca.gov/prop65/>, the reporting form satisfying the notification requirements of Prop. 65.

TERMINATION DATE OF AGREEMENT

15. This AGREEMENT shall terminate on September 30, 2011.

NO ADMISSION OR FINDING

16. Neither this AGREEMENT nor any payment pursuant to the AGREEMENT shall constitute evidence or be construed as a finding, adjudication, or acknowledgment of any fact, law or liability, nor shall it be construed as an admission of violation of any law, rule or regulation. However, this AGREEMENT and/or any payment pursuant to the AGREEMENT may constitute evidence in actions seeking compliance with this AGREEMENT.

MUTUAL RELEASE OF LIABILITY AND COVENANT NOT TO SUE

17. In consideration of the above, and except as otherwise provided by this AGREEMENT, the SETTLING PARTIES hereby forever and fully release each other and their respective successors, assigns, officers, agents, employees, and all persons, firms and corporations having an interest in them, from any and all claims and demands of any kind, nature, or description whatsoever, and from any and all liabilities, damages, injuries, actions or causes of action, either at law or in equity, whether known or unknown, which the SETTLING PARTIES have or may have against each other arising from or related to CSPA's allegations and claims as set forth in the CWA and Prop. 65 Notice Letters and Complaint up to and including the Effective Date of this AGREEMENT.

18. For the period beginning on the Effective Date and ending on the Termination Date, CSPA agrees that neither CSPA, its officers, executive staff, members of its governing board nor any organization under the control of CSPA, its officers, executive staff, or members

of its governing board, will file any lawsuit against the named Defendants in this litigation seeking relief for alleged violation of the Clean Water Act as it pertains to compliance with the General Permit, Prop. 65, the General Permit, or similar state statutes and/or regulations, nor will CSPA support such lawsuits against the named Defendants brought by other groups or individuals by providing financial assistance, personnel time, or any other affirmative actions. This covenant not to sue during the term of the AGREEMENT is not intended to modify or apply in any way to the terms of the release of liability set forth in Paragraph 17 herein.

DISPUTE RESOLUTION PROCEDURES

19. Any disputes with respect to any of the provisions of this AGREEMENT shall be resolved through the following procedure. The SETTLING PARTIES agree to first meet and confer to resolve any dispute arising under this AGREEMENT. In the event that such disputes cannot be resolved through this meet and confer process, the SETTLING PARTIES agree to request a settlement meeting before Magistrate Judge Edmund F. Brennan, or any other magistrate judge of the United States District Court for the Eastern District of California to whom this matter may be assigned. In the event that the SETTLING PARTIES cannot resolve the dispute by the conclusion of the settlement meeting with the Magistrate Judge, the Settling Parties agree to submit the dispute via motion to the District Judge assigned to this matter, whose decision on the matter shall be final.

20. In resolving any dispute arising from this AGREEMENT, the Magistrate or District Judge shall award relief limited to compliance orders, but shall also have discretion to award attorneys' fees and costs, subject to proof.

BREACH OF SETTLEMENT AGREEMENT

21. **Impossibility of Performance.** Where implementation of the actions set forth in this AGREEMENT, within the deadlines set forth in those paragraphs, becomes impossible, despite the timely good faith efforts of the SETTLING PARTIES, the party who is unable to comply shall notify the other in writing within seven (7) calendar days of the date that the failure becomes apparent, and shall describe the reason for the non-performance. The SETTLING

PARTIES agree to meet and confer in good faith concerning the non-performance and, where the SETTLING PARTIES concur that the non-performance was or is impossible, despite the timely good faith efforts of one of the SETTLING PARTIES, new performance deadlines shall be established by agreement of the parties. In the event that the SETTLING PARTIES cannot timely agree, either SETTLING PARTY shall have the right to invoke the dispute resolution procedure described herein.

GENERAL PROVISIONS

22. **Construction.** The language in all parts of this AGREEMENT shall be construed according to its plain and ordinary meaning, except as to those terms defined by law, in the General Permit, Clean Water Act or specifically herein.

23. **Choice of Law.** This AGREEMENT shall be governed by the laws of the United States, and where applicable, the laws of the State of California.

24. **Severability.** In the event that any provision, section, or sentence of this AGREEMENT is held by a court to be unenforceable, the validity of the enforceable provisions shall not be adversely affected.

25. **Correspondence.** All notices required herein or any other correspondence pertaining to this AGREEMENT shall be sent by regular, certified, overnight, or electronic mail as follows:

If to CSPA:

Bill Jennings, Chairman
California Sportfishing Protection Alliance
3536 Rainier Road
Stockton, CA 95204
Tel: (209) 464-5067
deltakeep@aol.com

Andrew L. Packard
Law Office of Andrew L. Packard
319 Pleasant Street,
Petaluma, CA 94952
Tel: (707) 763-7227
andrew@packardlawoffices.com

If to Rio Bravo Rocklin:

Jack Snider
Plant Manager
Rio Bravo Rocklin
3100 Thunder Valley Ct
Lincoln, CA 95648
jsnider@rbrocklin.com

John Tormey
Senior Counsel
Constellation Energy
111 Market Place
Baltimore, MD 21202
John.Tormey@constellation.com

And to:

Nicole E. Granquist
Downey Brand LLP
621 Capitol Mall, 18th Floor
Sacramento, CA 95814
Tel: (916) 444-1000
ngranquist@downeybrand.com

Notifications of communications shall be deemed submitted on the date that they are postmarked and sent by first-class mail or deposited with an overnight mail/delivery service. Any change of address or addresses shall be communicated in the manner described above for giving notices. In addition, the SETTLING PARTIES may agree to transmit documents electronically or by facsimile.

26. **Counterparts.** This AGREEMENT may be executed in any number of counterparts, all of which together shall constitute one original document. Telecopy, .pdf, and/or facsimile copies of original signature shall be deemed to be originally executed counterparts of this AGREEMENT.

27. **Assignment.** Subject only to the express restrictions contained in this AGREEMENT, all of the rights, duties and obligations contained in this AGREEMENT shall inure to the benefit of and be binding upon the SETTLING PARTIES, and their successors and assigns.

28. **Modification of the AGREEMENT:** This AGREEMENT, and any provisions herein, may not be changed, waived, discharged or terminated unless by a written instrument, signed by the SETTLING PARTIES.

29. **Full Settlement.** This AGREEMENT constitutes a full and final settlement of this matter. It is expressly understood and agreed that the AGREEMENT has been freely and voluntarily entered into by the SETTLING PARTIES with and upon advice of counsel.

30. **Integration Clause.** This is an integrated AGREEMENT. This AGREEMENT is intended to be a full and complete statement of the terms of the agreement between the SETTLING PARTIES and expressly supersedes any and all prior oral or written agreements covenants, representations and warranties (express or implied) concerning the subject matter of this AGREEMENT.

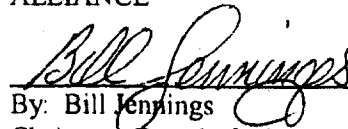
31. **Negotiated Agreement.** The SETTLING PARTIES have negotiated this AGREEMENT, and agree that it shall not be construed against the party preparing it, but shall be construed as if the Parties jointly prepared this AGREEMENT and any uncertainty and ambiguity shall not be interpreted against any one party.

32. **Authority.** The undersigned representatives for CSPA and Rio Bravo Rocklin each certify that he is fully authorized by the party whom he represents to enter into the terms and conditions of this AGREEMENT.

The SETTLING PARTIES hereby enter into this AGREEMENT.

Date: 13 March, 2009

CALIFORNIA SPORTFISHING PROTECTION
ALLIANCE


By: Bill Jennings
Chairman, Board of Directors

Date: _____, 2009

RIO BRAVO ROCKLIN, a California Partnership

By: CD Rocklin I, Inc.
Its: General Partner

By: _____
Name:
Title:

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SETTLEMENT AGREEMENT: CSPA v. RIO BRAVO ROCKLIN

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Date: _____, 2009

CALIFORNIA SPORTFISHING PROTECTION
ALLIANCE

By: Bill Jennings
Chairman, Board of Directors

Date: 3/13, 2009

RIO BRAVO ROCKLIN, a California Partnership


By: CD Rocklin I, Inc.
Its: General Partner

By: _____

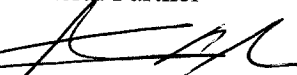
Name: STEPHEN B. OLEY

Title: VICE PRESIDENT

By: CD Rocklin II, Inc.
Its: General Partner

By: 
Name: STEPHEN R. GOSY
Title: VICE PRESIDENT

By: CD Rocklin III, Inc.
Its: General Partner

By: 
Name: STEPHEN R. GOSY
Title: VICE PRESIDENT

By: Rocklin Power Investors LP
Its: General Partner

By: _____
Name:
Title:

By: Ultrapower Rocklin LP
Its: General Partner

By: _____
Name:
Title:

APPROVED AS TO FORM:

For DEFENDANTS

Date: _____, 2009

DOWNEY BRAND LLP

By: _____
Nicole E. Granquist, Esq.

For PLAINTIFF

Date: _____, 2009

LAW OFFICE OF ANDREW L. PACKARD

By: _____
Andrew L. Packard.

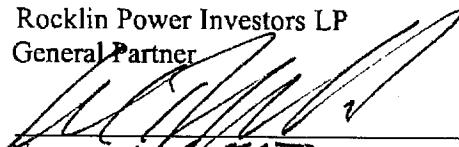
By: CD Rocklin II, Inc.
Its: General Partner

By: _____
Name:
Title:

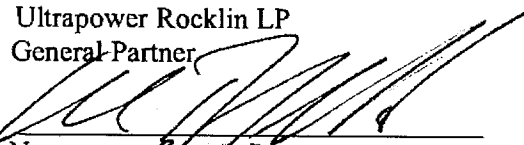
By: CD Rocklin III, Inc.
Its: General Partner

By: _____
Name:
Title:

By: Rocklin Power Investors LP
Its: General Partner

By: 
Name: *M. Puffetto*
Title: *President*

By: Ultrapower Rocklin LP
Its: General Partner

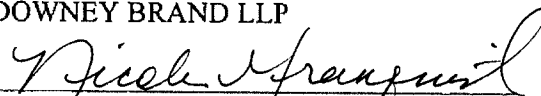
By: 
Name: *M. Puffetto*
Title: *Pres.*

APPROVED AS TO FORM:

For DEFENDANTS

Date: 3/17, 2009

DOWNEY BRAND LLP


By: Nicole E. Granquist, Esq.

For PLAINTIFF

Date: _____, 2009

LAW OFFICE OF ANDREW L. PACKARD

By: Andrew L. Packard.

By: CD Rocklin II, Inc.
Its: General Partner

By: _____
Name:
Title:

By: CD Rocklin III, Inc.
Its: General Partner

By: _____
Name:
Title:

By: Rocklin Power Investors LP
Its: General Partner

By: _____
Name:
Title:

By: Ultrapower Rocklin LP
Its: General Partner

By: _____
Name:
Title:

APPROVED AS TO FORM:

For DEFENDANTS

Date: _____, 2009


DOWNEY BRAND LLP

By: _____
Nicole E. Granquist, Esq.

For PLAINTIFF

Date: _____, 2009

LAW OFFICE OF ANDREW L. PACKARD


By: _____
Andrew L. Packard.