Execution Version

RENEWABLE POWER PURCHASE AGREEMENT
COVERSHEET

Seller: ORGP LLC, a Delaware limited liability company

Buyer: California Community Power, a California joint powers authority

Description of Project: A portfolio of geothermal powered electric generating plants located in the States of California and Nevada with a maximum generating capacity of 125 MW.

Delivery Term: See Section 2.2.

Guaranteed Generation and Maximum Generation: See Appendix J.

Contract Price: [redacted]

Product:

- ☒ Delivered Energy
- ☒ Green Attributes (Portfolio Content Category 1) associated with the Delivered Energy
- ☒ Capacity Attributes (Resource Specific Import RA)
- ☒ Ancillary Services

Scheduling Coordinator: Seller

Security:

Project Development Security: [redacted]

Delivery Term Security: [redacted]

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SCHEDULE

SCHEDULE A ORGANIZATIONAL AND OWNERSHIP STRUCTURE OF PROJECT COMPANIES, SELLER, AND EQUITY OWNERS

RENEWABLE POWER PURCHASE AGREEMENT

PARTIES

THIS RENEWABLE POWER PURCHASE AGREEMENT (this "***Agreement***") is dated as of the 31st day of May, 2022 ("***Effective Date***"), and entered into by and between CALIFORNIA COMMUNITY POWER, a California joint powers authority ("***Buyer***"), and ORGP LLC, a limited liability company organized and existing under the laws of the State of Delaware ("***Seller***"). Each of Buyer and Seller is referred to individually in this Agreement as a "***Party***" and together they are referred to as the "***Parties***."

RECITALS

WHEREAS, the California Public Utilities Commission directed Buyer's members to procure Firm Clean Resources that meet the requirements of CPUC Decision 21-06-035; and

WHEREAS, Buyer issued a "Request for Offers Seeking Firm Clean Resources" ("***RFO***"); and

WHEREAS, Seller's parent company on behalf of Seller responded to the RFO and following negotiations, Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, certain renewable energy and associated environmental attributes; and

WHEREAS, the Parties desire to set forth the terms and conditions pursuant to which such sales and purchases shall be made.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, and the mutual covenants and agreements herein set forth, the Parties agree as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. The following terms in this Agreement and the appendices hereto shall have the following meanings when used with initial capitalized letters:

"**Accepted Compliance Costs**" has the meaning set forth in Section 8.6(c).

"**Affiliate**" means, as to any Person, any other Person that, directly or indirectly, is in Control of, is under Control by, or is under common Control with such Person. Subject to transfers as may be permitted under this Agreement, each Project Company, Upstream Equity Owner and Downstream Equity Owner shall be an Affiliate of Seller.

"**Agreement**" has the meaning set forth in the preamble of this Agreement and includes the Cover Sheet and any Appendices and Schedules and any written supplements hereto.

"**Agreement Term**" has the meaning set forth in Section 2.1.

"**Alternate Points of Delivery**" means any of the following points of delivery: (a) Gonder.IPP, (b) Eldorado 230/Mead, (c) Imperial Valley 230, or (d) such other points of delivery as may be agreed between Buyer and Seller.

"**Ancillary Documents**" means the Buyer Ancillary Documents and the Seller Ancillary Documents.

"**Ancillary Services**" means all ancillary services, power products and other power attributes, if any, associated with the installed capacity of the Facility, in each case solely to the extent the same can be provided to Buyer without making any change to the applicable Facility or its operation.

"**ASME**" means American Society of Mechanical Engineers.

"**Assumed Daily Deliveries**" has the meaning set forth in Section 13.3(c).

"**ASTM**" means American Society for Testing and Materials.

"**Authorized Auditors**" means representatives of Buyer who are authorized to conduct audits on behalf of Buyer.

"**Authorized Representative**" means, with respect to each Party, the Person designated as such Party's authorized representative pursuant to Section 14.1.

"**AWS**" means American Welding Society.

"**Bankruptcy**" means any case, action, or proceeding under any bankruptcy, reorganization, debt arrangement, insolvency, or receivership law or any dissolution or liquidation proceeding commenced by or against a Person and, if such case, action, or proceeding is not commenced by such Person, such case or proceeding shall be consented to or acquiesced in by such Person or shall result in an order for relief or shall remain undismissed for ninety (90) days.

"**Business Day**" means any day that is not a Saturday, a Sunday, or a day on which commercial banks are authorized or required to be closed in New York, New York.

"**Buyer**" has the meaning set forth in the preamble of this Agreement.

"**Buyer Ancillary Documents**" all instruments, agreements, certificates, and documents executed by Buyer pursuant to this Agreement.

"**Buyer Liability Pass Through Agreement**" means an agreement by and between Seller, Buyer and the applicable Project Participant, in the form set forth in Appendix L.

"**Buyer's Member**" means any member of Buyer that has entered into the Joint Powers Agreement.

"**CAISO**" means the California Independent System Operator Corporation.

"**California Prevailing Wage Requirement**" has the meaning set forth in Section 12.2(o).

"**California Public Utilities Code**" means the Public Utilities Code of the State of California, as may be amended from time to time.

"**California Renewables Portfolio Standard**" or "**RPS**" means the renewables portfolio standard program and policies established by California State Senate Bills 1038 (2002), 1078 (2002), 107 (2008), X-1 2 (2011), 350 (2015), and 100 (2018) as codified in, *inter alia*, California Public Utilities Code Sections 399.11 through 399.31 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time, and as administered by the CEC as set forth in CEC RPS Eligibility Guidebook (9th Ed.), as may be subsequently modified by the CEC, and the CPUC as set forth in CPUC Decision ("D.") 08-08-028, D.08-04-009, D.10-03-021, D.11-01-025, D.11-12-020, D.11-12-052, D.12-06-038, D.13-11-024, D.14-12-023, D.17-06-026, and D.19-02-007, and as may be modified by subsequent decisions of the CPUC or by subsequent legislation and regulations promulgated with respect thereto.

"**Capacity Buydown Damages**" has the meaning set forth in Section 3.7(a).

"**Capacity Attribute**" means any current or future defined characteristic, certificate, tag, credit, or accounting construct associated with the amount of power that a Facility can generate or deliver to the Points of Delivery at a particular moment and that can be purchased and sold under CAISO market rules and CPUC decisions, including Resource Adequacy Benefits.

"**Capacity Rights**" means the rights, whether in existence as of the Effective Date or arising thereafter during the Agreement Term, to Capacity Attributes, Resource Adequacy Benefits, or reserves associated with the electric generating capability of each Facility, including the right to resell such rights.

"**CEC**" means California's State Energy Resources Conservation and Development Commission, also known as the California Energy Commission, and any successor agency thereto.

"**CEC Certification Deadline**" means for each Facility, the date that is either (a) one hundred eighty (180) days following the Commercial Operation Date for such Facility if failure to be CEC Certified at such time is the result of Seller's fault or negligence (including any failure to submit timely required documentation to the CEC) or (b) three hundred sixty (360) days following the Commercial Operation Date for such Facility if failure to be CEC Certified at such time is not the result of Seller's fault or negligence.

"**CEC Certified**" means that the CEC has certified that the Facility is an Eligible Renewable Energy Resource in accordance with California Public Utilities Code Section 399.12(e) and the guidelines adopted by the CEC, as amended from time to time, and any successor statute.

"CEC Pre-certified" means that the CEC has issued a precertification for the Facility indicating that the planned operations of the Facility would comply with applicable CEC requirements for the Facility to be CEC Certified.

"**CEQA**" means the California Environmental Quality Act, Public Resources Code §§ 21000, *et seq.*, as amended from time to time, and any successor statute.

"**Change in Control**" means the occurrence, whether in a single transaction or in a series of related transactions at any time during the Agreement Term of any one or more of the following: (a) a merger or consolidation of Seller, any Project Company or any Upstream Equity Owner or Downstream Equity Owner, with or into any other Person, or any other reorganization, as a result of which the members or shareholders, as applicable, of Seller or any Project Company or the members or shareholders, as applicable, of any Upstream Equity Owner or Downstream Equity Owner immediately prior to such consolidation, merger, or reorganization, (i) own less than fifty percent (50%) of the equity ownership of the surviving entity or any Project Company or (ii) cease to have the power to Control the management and policies of the surviving entity immediately after such consolidation, merger, or reorganization, (b) any transaction or series of related transactions in which in excess of fifty percent (50%) of the equity ownership of Seller or any Project Company, or any Upstream Equity Owner or Downstream Equity Owner, or the power to Control the management and policies of Seller or any Project Company, or any Upstream Equity Owner or any Downstream Equity Owner, is transferred to another Person, (c) a sale, lease, or other disposition of all or substantially all of the assets of Seller, any Project Company, or any Upstream Equity Owner or Downstream Equity Owner, (d) the dissolution or liquidation of Seller, any Project Company or any Upstream Equity Owner or any Downstream Equity Owner, or (e) any transaction or series of related transactions that has the substantial effect of any one or more of the foregoing, provided, however, that a Change in Control shall not include (1) any transaction or series of transactions in which the membership or other equity interests in or assets of Seller, any Project Company, or any Upstream Equity Owner or any Downstream Equity Owner, are issued or transferred to another Person solely for the purpose of a Tax Equity Financing; (2) any transaction or series of transactions in which the membership interests in or assets of Seller, any Project Company or any Upstream Equity Owner or Downstream Equity Owner are issued or transferred to any other Person that is directly or indirectly at least 50% owned and whose management and policies are controlled by Ormat Nevada Inc.; or (3) any transaction or series of transactions in which the membership or other equity interests in or assets of Seller, any Project Company, any Upstream Equity Owner or any Downstream Equity Owner are transferred to a Permitted Transferee.

"**Change in Law**" means a change in any federal, state, local, or other law (including any environmental laws), resolution, standard, code, rule, ordinance, directive, regulation, order, judgment, decree, ruling, determination, permit, certificate, authorization, or approval of a Governmental Authority (other than Buyer) which is applicable to either Party or any Facility or any of the products sold therefrom.

"**CIRA Tool**" means the CAISO Customer Interface for Resource Adequacy.

"**Commercial Operation**" means, for each Facility, the date on which all of the following have occurred:

(a) Seller has delivered to Buyer a completion certificate from a Licensed Professional Engineer substantially in the form of Appendix K;

(b) All Permits for the operation of the Facility have been obtained and shall be in full force and effect, and all conditions thereof that are capable of being satisfied on the Commercial Operation Date have been satisfied, provided, that, Seller may demonstrate

satisfaction of this clause (b) by delivery to Buyer of a copy of a temporary or final certificate of occupancy (or equivalent) for the Facility;

(c) The Facility has been CEC Pre-certified, and Seller reasonably expects the Facility to be CEC Certified in no more than one hundred eighty (180) days from the Commercial Operation Date;

(d) Seller (with the reasonable participation of Buyer) shall have completed all applicable WREGIS registration requirements that are reasonably capable of being complete prior to the Commercial Operation Date under WREGIS rules, including (as applicable) the completion and submittal of all applicable registration forms and supporting documentation, which may include applicable interconnection agreements, informational surveys related to the Facility, and other appropriate documentation required to effect Facility registration with WREGIS and to enable Renewable Energy Credit transfers related to the Facility within the WREGIS system;

(e) Buyer shall have received the Delivery Term Security required pursuant to Section 5.9, which includes the portion corresponding to such Facility;

(f) Seller or its Affiliate shall have entered into interconnection agreements with Transmission Providers pursuant to which it has obtained Facility Interconnection Rights and Interests as necessary for the delivery of Facility Energy to the Point of Interconnection;

(g) Seller shall have entered into, or been assigned, transmission agreements with Transmission Providers pursuant to which it has obtained Firm Transmission Rights as necessary for the delivery of Facility Energy from the Point of Interconnection to the Points of Delivery, in the case of Facilities located in Nevada, using NV Energy's Transmission Services and Transmission System;

(h) If Seller has elected to designate such Facility as a Pseudo-Tie Resource: (i) a Meter Service Agreement (as defined in the CAISO Tariff) between Seller and CAISO shall have been executed and delivered and be in full force and effect, and a copy of such agreement delivered to Buyer; (ii) a Pseudo-tie Participating Generator Agreement (as defined in the CAISO Tariff) between Seller and CAISO shall have been executed and delivered and be in full force, and a copy of such agreement delivered to Buyer; and (iii) Seller shall have provided Buyer a CAISO Resource ID (as defined in the CAISO Tariff) and PMAX (as defined in the CAISO Tariff) for the Facility; and

(i) If Seller has elected to designate such Facility as a Dynamically Scheduled Resource, a Dynamic Scheduling Agreement, Dynamic Imports Operating Agreement, and, if applicable, a Meter Service Agreement between Seller, Seller's Scheduling Coordinator or the balancing authority for the Facility and CAISO.

"**Commercial Operation Date**" means, for a Facility, the date on which Commercial Operation of such Facility occurs, as determined pursuant to Section 3.5.

"**Compliance Actions**" has the meaning set forth in Section 8.6(c).

"**Compliance Costs**" has the meaning set forth in Section 8.6(c).

"**Compliance Expenditure Cap**" has the meaning set forth in Section 8.6(c).

"**Compliance Obligations**" has the meaning set forth in Section 8.6(c).

"**Confidential Information**" has the meaning set forth in Section 14.21(a).

"**Construction Start**" means the date on which Seller has (a) executed an engineering, procurement, and construction contract, (b) issued thereunder a final Notice to Proceed to begin physical construction at the Site, and (c) commenced physical movement of soil at the Site.

"**Contract Year**" means (a) the period beginning on the Commercial Operation Date of the first Facility to achieve Commercial Operation, as determined pursuant to Section 3.5, and ending on December 31st of that year, and (b) each succeeding period of twelve (12) consecutive months following the period described in the preceding clause (a) until the end of the Delivery Term; provided that, unless the Commercial Operation Date for the last Facility to achieve Commercial Operation occurs on January 1st of any Contract Year, the last Contract Year will be shorter than twelve (12) months.

"**Contract Price**" has the meaning set forth on the Cover Sheet.

"**Control**" means (a) the direct or indirect right to cast at least fifty percent (50%) of the votes exercisable at an annual general meeting (or its equivalent) of such Person or, if there are no such rights, ownership of at least fifty percent (50%) of the equity or other ownership interest in such Person, or (b) the right to direct the policies or operations of such Person.

"**Costs**" has the meaning set forth in Section 13.3(f).

"**CPM Soft Offer Cap**" has the meaning set forth in the CAISO Tariff.

"**CPUC**" means the California Public Utilities Commission and any successor thereto.

"**Day-Ahead Market**" has the meaning set forth in the CAISO Tariff.

"**Deemed Delivered RA**" means the amount of Net Qualifying Capacity expressed in MW that the Facility would have delivered, but for the failure of Project Participants to obtain Import Capability sufficient to allow for the importation of such capacity into the CAISO.

"**Default**" has the meaning set forth in Section 13.1.

"**Defaulting Party**" has the meaning set forth in Section 13.1.

"**Delay Damages**" has the meaning set forth in Section 3.7(a).

"**Delivered Energy**" means, in any Settlement Interval or Settlement Period, the lesser of (a) the aggregate amount of Energy, measured in MWh, delivered by Seller for receipt by Buyer at the Primary Point of Delivery for each Facility, or, if applicable in accordance with Section 7.5, the applicable Alternate Point of Delivery, net of Parastic Load and Electrical Losses, as

measured by the Electric Metering Devices for each Facility, and (b) the amount of Energy specified in the E-Tags associated with the Delivered Energy.

"**Delivery Term**" has the meaning set forth in Section 2.2.

"**Delivery Term Security**" has the meaning set forth in Section 5.9(b).

"**Development Period**" means the period beginning on the Effective Date and ending on the Final COD Deadline; provided that if the Project Net Capacity is less than the Minimum Capacity on such date, then the Development Period shall be extended to the earliest of (a) the date that the Project Net Capacity becomes equal to or greater than the Minimum Capacity and (b) the Minimum Capacity Cure Date.

"**Dispute**" has the meaning set forth in Section 14.3(a).

"**Dispute Notice**" has the meaning set forth in Section 14.3(a).

"**Downgrade Event**" shall mean any event that results in a Person failing to meet the credit requirements of a Qualified Issuer or a Qualified Guarantor, as applicable, or the commencement of involuntary or voluntary bankruptcy, insolvency, reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar proceeding (whether under any present or future statute, law, or regulation) with respect to such Person. In the case of Ormat Technologies, Inc., a Downgrade Event would mean a material adverse change in such entity's financial condition after the time of a Delivery Term Security posting.

"**Downstream Equity Owner**" means a Person that owns or Controls at least fifty percent (50%) of the equity of a Project Company at any level below Seller.

"**Dynamically Scheduled Resource**" means a generating facility that executes a a Dynamic Scheduling Agreement, Dynamic Imports Operating Agreement, and, if applicable, a Meter Service Agreement between Seller, Seller's Scheduling Coordinator or the balancing authority for the Facility and CAISO and that complies with all CAISO Tariff requirements applicable to a Dynamic Resource-Specific System Resource, including Appendix M to the Tariff.

"**Dynamic Imports Operating Agreement**" means an agreement between the CAISO and the host balancing authority for the Facility that enables Dynamic Schedules from the host balancing authority to the CAISO balancing authority, which may be in the form of the agreement referred to in the CAISO Tariff as the "Dynamic Scheduling Host Balancing Authority Operating Agreement" or (b) an alternative agreement, reasonably acceptable to the CAISO and consistent with the CAISO Tariff, governing the terms of dynamic transfers between CAISO and the host balancing authority for the Facility and enabling Dynamic Schedules pursuant to this Agreement.

"**Dynamic Schedule**" has the meaning set forth in the CAISO Tariff.

"**Dynamic Resource-Specific System Resource**" has the meaning in the CAISO Tariff.

"**Dynamic Scheduling Agreement**" has the same meaning as that set forth in the CAISO Tariff for "Dynamic Scheduling Agreement for Scheduling Coordinators".

"**Early Termination Date**" has the meaning set forth in Section 13.3(a).

"**Effective Date**" has the meaning set forth in the preamble of this Agreement.

"**Electric Metering Devices**" means the CAISO-approved, revenue-grade meters, metering equipment, and data processing equipment used to measure, record, or transmit data relating to Facility Energy. Electric Metering Devices include the metering current transformers and the metering voltage transformers. Subject to meeting any applicable CAISO requirements, the Electric Metering Devices shall be programmed to adjust for Electrical Losses to the Primary Point of Delivery or, if applicable in accordance with Section 7.5, the applicable Alternate Point of Delivery, in accordance with CAISO's rules for Pseudo-Tie Resources or Dynamically Scheduled Resources, as applicable, and in a manner subject to Buyer's prior written approval, not to be unreasonably withheld.

"**Electrical Losses**" means all transmission or transformation losses or gains for a Facility associated with delivery of Facility Energy to the Primary Point of Delivery for such Facility or, if applicable in accordance with Section 7.5, the applicable Alternate Point of Delivery, in accordance with CAISO's rules for Pseudo-Tie Resources or Dynamically Scheduled Resources, as applicable.

"**Eligible Renewable Energy Resource**" has the meaning set forth in California Public Utilities Code Section 399.12(e) and California Public Resources Code Section 25741(a), as either code provision is amended or supplemented from time to time.

"**Energy**" means electrical energy.

"**EPA**" means the Environmental Protection Agency and any successor agency.

"**EPC Contractor**" means Seller's or its Affiliate's contractor primarily responsible for the construction of the applicable Facility's power block.

"**Event of Default**" has the same meaning as Default.

"**Excluded Facility**" has the meaning set forth in Section 3.1.

"**Facility**" means each of the geothermal powered electric generating plants designated by Seller for inclusion in the Project in accordance with Section 3.1, whose Facility Energy, Green Attributes and Capacity Attributes Seller commits to sell to Buyer under the terms and conditions of this Agreement and as to which the provisions of this Agreement apply.

"**Facility Credit Agreement**" has the meaning set forth in Section 14.7(f).

"**Facility Energy**" means, for each Facility, Energy generated by such Facility, less its Parasitic Load, which Parasitic Load may be served by solar generating capacity as provided in Section 8.7, and adjusted for Electrical Losses to the Primary Point of Delivery for such Facility or, if applicable in accordance with Section 7.5, to the applicable Alternate Point of Delivery.

"**Facility Interconnection Rights and Interests**" means the rights and interests of Seller or its Affiliate to use the capacity of and Schedule Facility Energy over the Transmission System providing Transmission Services to the Point of Interconnection and including such Facility Interconnection Rights and Interests as provided in the Facility Specifications for the applicable Facility.

"**Facility Lender**" means any lender providing senior or subordinated construction, interim or long-term debt or equity financing or refinancing for or in connection with the development, construction, purchase, installation or operation of a Facility or Portfolio or for the performance by Seller of its obligations under this Agreement pursuant to a Seller Financing or Security Document or Facility Credit Agreement, including any equity and tax investor providing financing or refinancing for a Facility or purchasing equity ownership interests of Seller or its Affiliates, and any trustee or agent acting on their behalf, and any Person providing interest rate protection agreements to hedge any of the foregoing debt obligations. Facility Lender includes any lender providing Performance Security under this Agreement.

"**Facility Net Capacity**" means, for each Facility, the electric generating capacity of such Facility (expressed in MW), net of its Parasitic Load and transmission and transformation losses to the Points of Delivery, as specified in the notice provided by Seller pursuant to Section 3.8, and as it may be further revised pursuant to Section 3.9.

"**Facility Specifications**" means, for each Facility, the information to be provided by Seller in accordance with and substantially in the form of Appendix B and delivered to Buyer in accordance with Section 3.1.

"**Facility Transmission Rights and Interests**" means the rights and interests of Seller to use the capacity of and Schedule Facility Energy over the Transmission System providing Transmission Services to each of the respective Points of Delivery and including such Facility Transmission Rights and Interests as provided in the Facility Specifications for the applicable Facility.

"**FERC**" means the Federal Energy Regulatory Commission.

"**Final COD Deadline**" means December 31, 2026, which date (i) may be extended upon mutual agreement of the Parties; (ii) shall be extended automatically on a day-for-day if the Firm Clean Resource procurement deadline of December 31, 2026 established by the CPUC in Decision 21-06-035, issued June 30, 2021, is extended to a later date without such extension resulting in any penalties to the Project Participants, (iii) shall be extended in accordance with Section 3.1, and (iv) shall be extended on a day-for-day basis for up to one hundred eighty (180) days in the aggregate for the duration of one or more Force Majeure Events that prevent or delay Seller from causing the Project Net Capacity to be equal to or greater than the Minimum Capacity by the Final COD Deadline then-in-effect; provided that such Force Majeure Event or Force Majeure Events impact a Facility that had been previously added to the Project in accordance with Section 3.1.

"**Firm Clean Resource**" means a resource that meets the requirements of CPUC Decision 21-06-035, including that such resource (i) has at least an eighty percent (80%) capacity factor, (ii) has zero on-site emissions or otherwise qualifies as RPS Compliant, (iii) is incremental to the

CPUC's baseline list established pursuant to CPUC Decision 21-06-035, (iv) has a Commercial Operation Date later than June 24, 2021, (v) is a Resource Adequacy Resource that is eligible to provide Resource Adequacy Benefits as set forth in the Resource Adequacy Rulings, (vi) is able to deliver Energy every day, year-round during the Delivery Term (subject to Forced Outages), (vii) is not subject to use limitations, and (viii) has a capability to generate Energy that is not weather dependent.

"**Firm Transmission**" means Transmission Services to or from the Point of Delivery that cannot be curtailed within an operating hour for economic reasons or for higher priority transmission; provided that if Seller or Buyer, as applicable, uses commercially reasonable efforts to obtain Transmission Services meeting the foregoing criterion but is unable to obtain such Transmission Services notwithstanding such efforts, Firm Transmission shall be the most reliable Transmission Services available to Seller or Buyer, as applicable, for the transmission of Energy from the applicable Facility to or from such Point of Delivery at the time.

"**Force Majeure**" has the meaning set forth in Section 14.6(b).

"**Force Majeure Cure Period**" means a specified number of months following the end of a Force Majeure Trigger Period, calculated as follows:

Force Majeure Cure Period (in months) = [1 – (A/B)] x C

Where:

A = the reduced aggregate capacity net of Parasitic Load of the Facilities that have achieved Commercial Operation, as applicable, resulting from the Force Majeure event(s) associated with the Force Majeure Trigger Period, adjusted to reflect the difference between the actual ambient temperatures and the annual average temperature;

B = fifty percent (50%) of the Project Net Capacity immediately prior to the Force Majeure event(s) associated with the Force Majeure Trigger Period; and

C = twelve (12) months.

"**Force Majeure Notice**" has the meaning set forth in Section 14.6(a).

"**Force Majeure Trigger Period**" has the meaning set forth in Section 14.6(d).

"**Forced Labor**" has the meaning set forth in Section 12.2(q).

"**Forced Outage**" means the removal of service availability of a Facility, or any portion of a Facility, for emergency reasons or conditions in which a Facility, or any portion thereof, is unavailable due to unanticipated failure, including as a result of Force Majeure.

"**Forward Certificate Transfer**" has the meaning set forth in the WREGIS Operating Rules.

"**GAAP**" means generally accepted accounting principles set forth in opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as may be approved by a significant segment of the accounting profession, in each case as the same are applicable to the circumstances as of the date of determination.

"**Gains**" has the meaning set forth in Section 13.3(f).

"**Governmental Authority**" means any federal, state, regional, city, or local government, any intergovernmental association or political subdivision thereof, or other governmental, regulatory, or administrative agency, court, commission, administration, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority, or any Person acting as a delegate or agent of any Governmental Authority. The term "Governmental Authority" shall not include Buyer or any Buyer's Member.

"**Green Attributes**" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from each Facility, or, as applicable, from any facility that generates Replacement Energy, and, in each case, its displacement of conventional energy generation. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Delivered Energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from each Facility, (ii) production tax credits associated with the construction or operation of each Facility and other financial incentives in the form of credits, reductions, or allowances associated with each Facility that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or "tipping fees" that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, (iv) emission reduction credits encumbered or used by each Facility for compliance with local, state, or federal operating or air quality permits, or (v) "portfolio energy credits" as defined in Nevada Revised Statutes Section 704.7803 associated with the Parasitic Load of any Facility.

"**Green Tag Reporting Rights**" means the right of a purchaser of renewable energy to report ownership of accumulated "green tags" in compliance with and to the extent permitted by applicable law and include, without limitation, rights under Section 1605(b) of the Energy Policy Act of 1992, and any present or future federal, state or local certification program or emissions trading program, including pursuant to the WREGIS Operating Rules.

"**Guaranteed Amount**" has the meaning set forth in each Project Participant's Buyer Liability Pass Through Agreement, which amount may be different for each Project Participant given each Project Participant's Liability Share.

"**Guaranteed Generation**" has the meaning set forth in Appendix J.

"**Guaranteed Net Qualifying Capacity**" means, at any point in time, the maximum quantity of Net Qualifying Capacity (in MWs) that may be delivered in any given Showing Month pursuant to the then current law, including counting conventions set forth in the Resource Adequacy Rulings and the CAISO Tariff, from a hypothetical geothermal facility that (a) for the first three (3) Contract Years (i) has a PMAX equal to the Project Net Capacity, and (ii) is subject to the Technology Factors, and (b) for each Contract Year after the first three (3), achieves or exceeds the Operational Characteristics in Appendix D.

"**IEEE**" means the Institute of Electrical and Electronics Engineers.

"**Imbalance Energy**" means the amount of Energy in MWh, in any given Settlement Period or Settlement Interval (as each is defined in the CAISO Tariff), by which the amount of Delivered Energy deviates from the amount of Scheduled Energy.

"**Import Capability**" means that portion of the Maximum Import Capability allocated to Project Participants by the CAISO that is necessary to support the importation of the Capacity Attributes from each Facility into the CAISO market in an amount equal to the Guaranteed Net Qualifying Capacity.

"**Included Facility**" has the meaning set forth in Section 3.1.

"**Insurance**" means the policies of insurance as set forth in Appendix F.

"**Interest Rate**" has the meaning set forth in Section 11.3.

"**Investment-Grade Credit Rating**" means a credit rating on a Person's senior long-term debt, unsecured and unenhanced, that is at least A- by S&P or A3 by Moody's.

"**ISA**" means Instrument Society of America.

"**Joint Powers Agreement**" means that certain Joint Powers Agreement dated January 29, 2021, as amended from time to time, under which Buyer is organized as a Joint Powers Authority in accordance with the Joint Powers Act.

"**Leases**" means, for each Facility, the geothermal resource leases and the other leases, easements, rights-of-way, or other contractual rights to use real property that are listed in Section 6 of the Facility Specifications for such Facility.

"**Liability Share**" means the percentage amount set forth for each Project Participant in Appendix M.

"**Licensed Professional Engineer**" means an independent, professional engineer selected by Seller and reasonably acceptable to Buyer, licensed in the state of location of the Facility for which such Person delivers a completion certificate in the form of Appendix K.

"**Lien**" means any mortgage, deed of trust, lien, security interest, retention of title, or lease for security purposes, pledge, charge, encumbrance, equity, attachment, claim, easement, right of way, covenant, condition, or restriction, leasehold interest, purchase right, or other right of any kind, including an option, of any other Person in or with respect to any real or personal property.

"**Locational Marginal Price**" or "**LMP**" has the meaning set forth in the CAISO Tariff.

"**Losses**" has the meaning set forth in Section 13.3(f).

"**Major Maintenance**" means (a) any planned maintenance for the purpose of achieving a major overhaul or (b) planned material maintenance that impacts the output of a Facility for seven (7) or more consecutive days.

"**Major Maintenance Blockout**" has the meaning set forth in Section 4.4.

"**Market Curtailment Period**" means the period-of-time, as measured using current Settlement Intervals, during which Seller reduces generation from a Facility during a Settlement Period or Settlement Interval in which there is a Negative LMP that is equal to or below the Negative LMP Strike Price; provided, that the duration of any Market Curtailment Period shall be inclusive of the time required for a Facility to ramp down and ramp up.

"**Maximum Capacity**" means Project Net Capacity of one hundred twenty-five (125) MW, as may be reduced in accordance with this Agreement.

"**Maximum Generation**" has the meaning set forth in Appendix J.

"**Maximum Import Capability**" has the meaning set forth in the CAISO Tariff, and includes any replacement or successor method implemented by the CAISO with respect to the ability of generating units that are external to the CAISO balancing authority area to provide Resource Adequacy Benefits.

"**Milestone**" means each deadline for the development of a Facility through the Commercial Operation Date for such Facility, as set forth in the Milestone Schedule for such Facility.

"**Milestone Date**" means, with respect to a Milestone, the date for achieving such Milestone as set forth in the Milestone Schedule for the applicable Facility, including, if and to the extent that the date specified for such Milestone in the Milestone Schedule shall be extended as provided in Section 3.6, such extended date.

"**Milestone Schedule**" means, for each Facility, the schedule for achieving the Milestones substantially in the form of Appendix I and delivered to Buyer in accordance with Section 3.1.

"**Minimum Capacity**" means Project Net Capacity of sixty-four (64) MW, as may be reduced in accordance with this Agreement.

"**Minimum Capacity Cure Date**" has the meaning set forth in Section 3.7(a).

"**Moody's**" means Moody's Investors Service, Inc., or its successors.

"**MW**" means megawatt.

"**MWh**" means megawatt-hours.

"**Negative LMP**" means, in any Settlement Period or Settlement Interval, whether in the Day-Ahead Market or Real-Time Market, the LMP at the Settlement Point is less than zero dollars ($0).

"**Negative LMP Strike Price**" means zero dollars per MWh ($0/MWh), as such price may be revised by Buyer by providing notice to Seller in accordance with Appendix A; *provided*, in no event shall the Negative LMP Strike Price be greater than zero dollars per MWh ($0/MWh).

"**NEPA**" means the National Environmental Policy Act, 42 USC §§4321 to 4370c, as amended from time to time.

"**NERC**" means the North American Electric Reliability Corporation.

"**Net Qualifying Capacity**" or "**NQC**" means the net capacity of a resource that can be counted towards system Resource Adequacy Requirements, as identified from time to time by the CAISO Tariff, the Resource Adequacy Rulings, or by another Governmental Authority having jurisdiction.

"**Nevada Prevailing Wage Requirement**" has the meaning set forth in Section 12.2(n).

"**Non-Defaulting Party**" has the meaning set forth in Section 13.3(a).

"**Notice to Proceed**" means the notice from Seller, or one of its subsidiaries, to the EPC Contractor instructing such contractor to commence Site preparation and other construction activities at the applicable Site for the construction of the applicable Facility's power block.

"**Notification Deadline**" for a given Showing Month shall mean twenty (20) Business Days before the submission of the CAISO Supply Plan filings applicable to that Showing Month.

"**Notifying Party**" has the meaning set forth in Section 14.3(a).

"**OEM**" has the meaning set forth in Section 12.2(p).

"**Operational Characteristics**" means the minimum performance requirements for the Project set forth on Appendix D.

"**OSHA**" means Occupational Safety & Health Administration.

"**Pacific Prevailing Time**" means the then-prevailing local time in Sacramento, California.

"**Parasitic Load**" means the Energy produced by a Facility (or under the circumstances set forth in Section 8.7 Energy from another source) that is used to power the lights, motors, pumps, auxiliary facilities of the well field, control systems, cooling systems, ancillary equipment, and other electrical loads that are necessary for the operation of the power systems and related facilities for the production of Facility Energy.

"**Party**" or "**Parties**" has the meaning set forth in the preamble of this Agreement.

"**Payment Demand**" has the meaning set forth in Appendix L.

"**Performance Security**" means the Project Development Security or the Delivery Term Security, as applicable, that is required to be provided by Seller to Buyer to secure Seller's performance under this Agreement.

"**Performance Testing Conditions Criteria**" has the meaning set forth in Section 3.3.

"**Permits**" means, for each Facility, all applications, permits, licenses, franchises, certificates, concessions, consents, authorizations, approvals, registrations, orders, filings, entitlements, and similar requirements of whatever kind and however described that are required to be obtained from a Governmental Authority with respect to the development, siting, drilling, design, acquisition, construction, equipping, financing, ownership, possession, shakedown, start-up, testing, operation, or maintenance, as applicable, of such Facility, the production and delivery of Facility Energy, Capacity Rights, and Green Attributes, or any other transactions or matter contemplated by this Agreement (including those pertaining to electrical, building, zoning, environmental, and occupational safety and health requirements), including the NEPA Environmental Assessment, as applicable, and the Permits described in the Facility Specifications for such Facility.

"**Permitted Encumbrances**" means (a) any Lien approved by Buyer in a writing separate from this Agreement that expressly identifies the Lien as a Permitted Encumbrance, (b) Liens for Taxes not yet due or for taxes being contested in good faith by appropriate proceedings, so long as such proceedings do not involve a material risk of the sale, forfeiture, loss or restriction on the use of a Facility or any part thereof, provided that such proceedings are reasonably expected to end by the expiration of the Agreement Term, (c) subject to compliance under Section 14.7, any Lien arising under a financing arrangement associated with a Facility or constituting a Permitted Lien under, and as defined in, any Facility Credit Agreement or Seller Financing or Security Document, (d) suppliers', vendors', mechanics', workman's, repairman's, employees', or other like Liens arising in the ordinary course of business for work or service performed or materials furnished in connection with a Facility for amounts the payment of which is either not yet delinquent or is being contested in good faith by appropriate proceedings so long as such proceedings do not involve a risk of the sale, forfeiture, loss or restriction on use of the applicable Facility or any part thereof, and (e) easements, rights of way, use rights, exceptions, encroachments, reservations, restrictions, conditions or limitations, provided that in each case the same do not interfere with or impair the operation or use of the applicable Facility as contemplated by the Agreement, or have a material adverse effect on the useful life or utility of the applicable

Facility, or shall impair or materially adversely affect the rights or interests of Buyer under this Agreement.

"**Permitted Transferee**" means any entity that satisfies, or is Controlled by another Person that satisfies, the following requirements: (a) a Tangible Net Worth of not less than one hundred fifty million dollars ($150,000,000); and (b) at least two (2) years of experience in the ownership and operations of power generation facilities similar to the Facility with a generating capacity of at least one hundred (100) MW or has retained a third-party with such experience to operate the Project or relevant Facility (as applicable).

"**Person**" means any individual, corporation, partnership, joint venture, limited liability company, association, joint stock company, trust, unincorporated organization, entity, government, or other political subdivision.

"**Planned Outage**" means, subject to and as further described in the CAISO Tariff, a CAISO-approved planned or scheduled disconnection, separation or reduction in capacity of the Facility that is conducted for the purposes of carrying out routine repair or maintenance of such Facility, or for the purposes of new construction work for such Facility.

"**Planned Outage Projection**" has the meaning set forth in Section 4.4(a).

"**Point of Interconnection**" means, for each Facility, the point of interconnection specified for such Facility in the Facility Specifications for such Facility.

"**Points of Delivery**" means the Primary Point of Delivery and, in the event of the curtailment or other interruption of Transmission Services as provided in Section 7.5, the Alternate Points of Delivery, and/or such other point(s) as mutually agreed by the Parties.

"**Portfolio**" means a portfolio of electrical energy generating assets that is (a) comprised solely of Facilities hereunder, and (b) pledged as collateral security in connection with a Portfolio Financing.

"**Portfolio Financing**" means a financing or refinancing in accordance with Section 14.7(f) where the debt is secured by a Portfolio.

"**Primary Point of Delivery**" means for each Facility, (a) one or more of the following points of delivery, as shall be designated with specificity for each Facility by written notice from Seller to Buyer in accordance with Section 3.1, and as may be adjusted in accordance with Section 3.8: (i) Gonder.IPP, (ii) Eldorado 230/Mead, (iii) Imperial Valley 230, or (iv) such other points of delivery as may be agreed between Buyer and Seller, or (b) after the Commercial Operation Date for a Facility, any point of delivery as may be agreed between Buyer and Seller and thereafter designated as the Primary Point of Delivery for a Facility.

"**Progress Report**" means a progress report including the items set forth in Appendix O.

"**Project**" means all of the Included Facilities.

"**Project Company**" means with respect to each Facility, the limited liability company or partnership, as applicable, designated as the owner of the Facility as set forth in the Facility Specifications for such Facility. Subject to transfers as may be permitted under this Agreement, each Project Company shall be an Affiliate of Seller.

"**Project Development Security**" has the meaning set forth in Section 5.9(a).

"**Project Energy**" means the total Energy generated by all of the Facilities that have achieved Commercial Operation as of such time, less Parasitic Load associated with such Facilities, which Parasitic Load may be served by solar generating capacity as provided in Section 8.7.

"**Project Labor Agreement**" has the meaning set forth in Section 12.2(n).

"**Project Net Capacity**" means, for a given date, the sum of the Facility Net Capacity for each of the Facilities that has achieved Commercial Operation as of such date.

"**Project Participant**" means each Person identified in Appendix M that shall execute a Buyer Liability Pass Through Agreement in the form set forth in Appendix L.

"**Project Participant Approval**" means each Project Participant has obtained all necessary approvals from its board or governing authority necessary to execute a Buyer Liability Pass Through Agreement and the Project Participation Share Agreement, and that Buyer has delivered to Seller Buyer Liability Pass Through Agreements and the Project Participation Share Agreement executed by each Project Participant and countersigned by Buyer.

"**Project Participation Share Agreement**" means that certain ORGP LLP Geothermal Portfolio Project Participation Share Agreement executed by and among Buyer and all of the Project Participants relating to their allocation among themselves of Buyer's responsibilities and liabilities under this Agreement, and any successor agreement.

"**Proposed Facility**" has the meaning set forth in Section 3.1.

"**Proposed Facility Notice**" has the meaning set forth in Section 3.1.

"**Prudent Utility Practices**" means those practices, methods, and acts, that are commonly used by a significant portion of the geothermal powered electric generation industry in prudent engineering and operations to design and operate electric equipment (including geothermal powered facilities) lawfully and with safety, dependability, reliability, efficiency, and economy, including any applicable practices, methods, acts, guidelines, standards and criteria of FERC, NERC, WECC, each as may be amended from time to time, and all applicable Requirements of Law.

"**Pseudo-Tie Resource**" means a generating facility that is party to a FERC-approved Pseudo-Tie Participating Generator Agreement (as defined in the CAISO Tariff) with the CAISO which allows for Capacity Attributes from the generating facility to be imported into the CAISO as "unit-specific" or "resource specific" import pursuant to the Resource Adequacy Rulings.

"**Qualified Guarantor**" means (i) Ormat Technologies, Inc., if reasonably acceptable to Buyer based on a review of such entity's financial condition at the time of a Delivery Term Security posting, or (ii) a guarantor, reasonably acceptable to Buyer, that has a current long-term credit rating (corporate or long term senior unsecured debt) of at least A- by S&P and A3 by Moody's and is incorporated or organized in a jurisdiction of the United States and is in good standing in such jurisdiction.

"**Qualified Issuer**" means a Person, reasonably acceptable to Buyer, that has a current long-term credit rating (corporate or long-term senior unsecured debt) of (1) A3 or higher by Moody's and (2) A- or higher by S&P.

"**Quality Assurance Program**" has the meaning set forth in Section 5.7.

"**RA Compliance Showing**" means the RAR compliance or advisory showings (or similar or successor showings) that an entity is required to make to the CAISO pursuant to the CAISO Tariff, to the CPUC (and, to the extent authorized by the CPUC, to the CAISO) pursuant to the Resource Adequacy Rulings, or to any Governmental Authority.

"**RA Deficiency Amount**" means the liquidated damages payment that Seller shall pay to Buyer for an applicable RA Shortfall Month as calculated in accordance with Section 10.3(b).

"**RA Penalties**" means the RA penalties assessed against load serving entities by the CPUC for RA deficiencies that are not replaced or cured, as established by the CPUC in the Resource Adequacy Rulings and subsequently incorporated into the annual Filing Guide for System, Local and Flexible Resource Adequacy Compliance Filings that is issued by the CPUC Energy Division, or any replacement or successor documentation established by the CPUC Energy Division to reflect RA penalties that are established by the CPUC and assessed against load serving entities for RA deficiencies.

"**RA Shortfall Month**" means, for purposes of calculating an RA Deficiency Amount under Section 10.3(b), any Showing Month, commencing with the Showing Month that contains the Commercial Operation Date of the first Facility to reach Commercial Operation, during which the Net Qualifying Capacity that was able to be included in the Supply Plans for the Project Participants for such Showing Month was less than the then applicable Guaranteed Net Qualifying Capacity for such Showing Month *minus* any Deemed Delivered RA.

"**REC**" or "**Renewable Energy Credit**" means a certificate of proof associated with the generation of electricity from an Eligible Renewable Energy Resource, which certificate is issued through the accounting system established by the CEC pursuant to California Public Utilities Code Section 399.25 and satisfies the requirements of California Public Utilities Code Section 399.12(h), evidencing that one (1) MWh of energy was generated and delivered from such Eligible Renewable Energy Resource. Such certificate is a tradable environmental commodity (also known as a "green tag") for which the owner of the REC can prove that it has purchased renewable energy.

"**Recipient Party**" has the meaning set forth in Section 14.3(a).

"**Remaining Term**" means, at any date, the remaining portion of the Agreement Term at that date without regard to any early termination of this Agreement.

"**Replacement Energy**" has the meaning set forth in Section 9.2.

"**Replacement Price**" means [redacted]

"**Replacement RA**" means Resource Adequacy Benefits, if any, equivalent to those that would have been provided by the Project with respect to the applicable month in which a RA Deficiency Amount is due to Buyer, and located within NP 15 or SP 15.

"**Replacement Unit**" means a resource that (a) has been pre-approved by Buyer in Buyer's sole discretion, and (b) is a Firm Clean Resource.

"**Requirements**" means, collectively, Prudent Utility Practices, all applicable Requirements of Law, Seller's Quality Assurance Program, and all other requirements of this Agreement.

"**Requirement of Law**" means laws, statutes, regulations, rules, codes or ordinances enacted, adopted, issued or promulgated by any federal, state, local or other Governmental Authority (including those pertaining to electrical, building, zoning, environmental and occupational safety and health requirements).

"**Resource Adequacy Benefits**" means the rights and privileges attached to a Facility that satisfy any entity's resource adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and includes local, zonal or otherwise locational attributes associated with a Facility (if any).

"**Resource Adequacy Plan**" has the meaning specified in the Tariff.

"**Resource Adequacy Requirements**" or "**RAR**" means the resource adequacy requirements applicable to a load serving entity as established by the CAISO pursuant to the CAISO Tariff, by the CPUC pursuant to the Resource Adequacy Rulings, or by any other Governmental Authority.

"**Resource Adequacy Resource**" shall have the meaning used in Resource Adequacy Rulings.

"**Resource Adequacy Rulings**" means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-04-040, 06-06-064, 06-07-031, 07-06-029, 08-06-031, 09-06-028, 10-06-036, 11-06-022, 12-06-025, 13-06-024, 14-06-050, 15-06-063, 16-06-045, 17-06-027, 18-06-030, 19-02-022, 19-06-026, 19-10-021, 20-01-004, 20-03-016, 20-06-002, 20-06-028, 20-12-006 and any other existing or subsequent ruling or decision, or any other resource adequacy law, however described, as such decisions, rulings, laws, rules or regulations may be amended or modified from time-to-time.

"**Resource Specific Import RA**" means a resource that is listed on the CPUC's Net Qualifying Capacity list and is either Pseudo-Tied or Dynamic Resource-Specific System Resource into the Day-Ahead Market and Real-Time Market, and which satisfies all other applicable requirements under the Resource Adequacy Rulings, including CPUC Decisions 05-10-042 and 20-06-028.

"**RETA**" has the meaning set forth in Section 12.2(n).

"**RETA Regulations**" has the meaning set forth in Section 12.2(n).

"**Revised Net Capacity**" has the meaning set forth in Section 3.9.

"**RFO**" has the meaning set forth in the recitals to this Agreement.

"**RPS Compliant**" means, when used with respect to a Facility or any other facility at any time, that all Energy generated by the Facility and delivered to the Points of Delivery, or by such other facility, together with all of the associated Green Attributes, delivered to the Points of Delivery qualify as "portfolio content category 1" eligible renewable resource under the RPS and meet the requirements of California Public Utilities Code Section 399.16(b)(1), as amended from time to time and any successor statute.

"**S&P**" means the Standard & Poor's Financial Services, LLC (a subsidiary of The McGraw-Hill Companies, Inc.) or its successor.

"**Sales Price**" means the price at which Seller, acting in a commercially reasonable manner, resells the Energy and Green Attributes or, absent a resale, the market price for the quantity of Energy and Green Attributes not received by the Buyer (adjusted for transmission difference, if any).

"**SCADA**" has the meaning set forth in Section 7.2(h).

"**Schedule**" or "**Scheduling**" has the meaning set forth in the CAISO Tariff, and "**Scheduled**" has a corollary meaning.

"**Scheduled Energy**" means the Delivered Energy that clears under the applicable CAISO market based on the final Day-Ahead Schedule, FMM Schedule (as defined in the CAISO Tariff), or any other financially binding Schedule, market instruction or dispatch for a Facility for a given period-of-time implemented in accordance with the CAISO Tariff.

"**Scheduling Coordinator**" means an entity certified by the CAISO as qualifying as a Scheduling Coordinator pursuant to the CAISO Tariff for the purposes of undertaking the functions specified in "Responsibilities of a Scheduling Coordinator," of the CAISO Tariff, as amended from time to time. The contact information for Seller's Scheduler as of the Effective Date is set forth in item 3, Appendix C.

"**Seller**" has the meaning set forth in the preamble of this Agreement.

"**Seller Ancillary Documents**" means all instruments, agreements, certificates, and documents executed by Seller or any of its Affiliates, including any Seller Party, pursuant to this Agreement and shall include the documents constituting part of the Performance Security.

"**Seller Financing or Security Documents**" means any credit, financing or security agreements heretofore or hereafter entered into by or otherwise affecting Seller and providing for any Lien or other security interest or rights enforceable by any lender, trustee, collateral agent or other party in respect of any of the Facilities or any assets thereof or rights or other interests therein.

"**Seller Party(ies)**" means Seller and any Affiliate of Seller that executes a Seller Ancillary Document and shall include each Project Company and each Upstream Equity Owner and Downstream Equity Owner.

"**Settlement Interval**" has the meaning set forth in the CAISO Tariff.

"**Settlement Period**" has the meaning set forth in the CAISO Tariff.

"**Settlement Point**" shall mean, for each Facility, the node pricing at the Point of Delivery for the Delivered Energy from such Facility.

"**Shortfall Energy**" has the meaning set forth in Section 9.1.

"**Shortfall Liquidated Damages**" has the meaning set forth in Section 9.3.

"**Showing Month**" shall be the calendar month of the Delivery Term, commencing with the Showing Month that contains the Commercial Operation Date of the first Facility to achieve Commercial Operation, that is the subject of the RA Compliance Showing, as set forth in the Resource Adequacy Rulings and outlined in the CAISO Tariff.

"**Site**" means, for each Facility, the real property (including all fixtures and appurtenances thereto) and related physical and intangible property generally identified in the Facility Specifications for such Facility as owned or leased by Seller, or its Affiliates, or over which Seller, or its Affiliates, has leasehold improvements, has a right-of-way or other right to use the property where such Facility is located or will be located, and including the well fields and the Leases (if applicable), easements, rights-of-way, geothermal wells and resources, well drilling rights and interests, and contractual rights including capacity rights held or to be held by Seller, or its Affiliates, with respect to the transmission lines or rights of roadways servicing such Site or such Facility and located (or to be located) thereon.

"**Supply Plan**" means the supply plans, or similar or successor filings, that each Scheduling Coordinator representing Resource Adequacy Resources submits to the CAISO.

"**System Emergency**" means an emergency condition or abnormal interconnection situation, or an operational adjustment to comply with NERC or other regulatory requirements, that prevents Buyer's Transmission Provider from receiving Energy at the applicable Points of Delivery.

"**Tangible Net Worth**" means the tangible assets (for example, not including intangibles such as goodwill and rights to patents or royalties) that remain after deducting liabilities as determined in accordance with GAAP.

"**Tax**" or "**Taxes**" means each federal, state, county, local and other (a) net income, gross income, gross receipts, sales, use, ad valorem, business or occupation, transfer, franchise, profits, withholding, payroll, employment, excise, property or leasehold tax and (b) customs, duty or other fee, assessment or charge of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amount with respect thereto. Requirements of Buyer or Buyer's Members are not Taxes.

"**Tax Equity Financing**" means a transaction or a series of transactions in which a Person or Persons (i) invests in Seller or in a Project Company or any Upstream Equity Owner or Downstream Equity Owner, (ii) purchases a Facility and leases it back to Seller (or an Affiliate of Seller) or (iii) leases a Facility from Seller or an Affiliate of Seller or invests in a direct or indirect lessee of a Facility, in each case seeking to earn its economic return, in whole or in part, through tax benefits related to the ownership or operation of such Facility.

"**Tax Equity Investor**" means, with respect to a Tax Equity Financing, one or more tax equity investors that (i) invests in Seller or in a Project Company or any Upstream Equity Owner or Downstream Equity Owner, (ii) purchases a Facility and leases it back to Seller (or an Affiliate of Seller) or (iii) leases a Facility from Seller or an Affiliate of Seller or invests in a direct or indirect lessee of the Facility.

"**Technology Factor**" means the then-applicable monthly percentage published by the CPUC and used to establish Qualifying Capacity (as defined in the CAISO Tariff) for non-dispatchable geothermal resources that have less than three (3) years of historical production and bidding data. The Parties acknowledge and agree that the Technology Factors vary from year to year and month to month.

"**Termination Notice**" has the meaning set forth in Section 13.3(a).

"**Termination Payment**" means a payment in an amount equal to the Non-Defaulting Party's (a) Losses, *plus* (b) Costs, *minus* (c) Gains; provided, however that if such amount is a negative number, the Termination Payment shall be equal to zero.

"**Transmission Providers**" means the Persons operating the Transmission Systems providing Transmission Services to or from the Points of Delivery.

"**Transmission Services**" means the transmission and other services required to transmit Facility Energy to or from the Points of Delivery.

"**Transmission System**" means the facilities utilized to provide Transmission Services.

"**Unexcused Cause**" has the meaning set forth in Section 14.6(b).

"**Upstream Equity Owner**" means Ormat Nevada Inc. and any Person that owns or Controls at least fifty percent (50%) or more of the equity of Seller at any level below Ormat Nevada Inc.

"**WECC**" means the Western Electricity Coordinating Council.

"**WREGIS**" means Western Renewable Energy Generation Information System, or any successor renewable energy tracking program designated by the CPUC for determining compliance by load serving entities with the RPS.

"**WREGIS Certificates**" has the meaning set forth in Section 8.4(a).

"**WREGIS Certificate Deficit**" has the meaning set forth in Section 8.4(d).

"**WREGIS Operating Rules**" means the rules describing the operations of the Western Renewable Energy Generation Information System, as published by WREGIS.

Other terms defined herein have the meanings so given when used in this Agreement with initial-capitalized letters.

Section 1.2 Interpretation. In this Agreement, unless a clear contrary intention appears:

(a) the singular number includes the plural number and vice versa;

(b) reference to any Person includes such Person's successors and assigns but, in case of a Party hereto, only if such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;

(c) reference to any gender includes the other;

(d) reference to any agreement (including this Agreement), document, instrument, tariff, or Requirement means such agreement, document, instrument, or tariff, or Requirement, as amended, modified, replaced, or superseded and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof;

(e) reference to any Article, Section, or Appendix means such Article of this Agreement, Section of this Agreement, or such Appendix to this Agreement, as the case may be, and references in any Article or Section or definition to any clause means such clause of such Article or Section or definition;

(f) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article or Section or other provision hereof or thereof;

(g) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term;

(h) relative to the determination of any period of time, "from" means "from and including," "to" means "to but excluding," and "through" means "through and including";

(i) reference to time shall always refer to Pacific Prevailing Time; and reference to any "day" or "month" shall mean a calendar day or calendar month, as applicable, unless otherwise indicated; and

(j) the term "or" is not exclusive.

ARTICLE II
EFFECTIVE DATE, TERM, AND EARLY TERMINATION

Section 2.1 Effective Date and Agreement Term. This Agreement shall be effective beginning on the Effective Date and shall end on the last day of the Delivery Term or upon the expiration or earlier termination of this Agreement in accordance with the terms hereof (the "***Agreement Term***").

Section 2.2 Delivery Term. This Agreement shall have a delivery term that commences at the beginning of the first (1st) Contract Year and ends at the end of the day that is twenty (20) years after the Commercial Operation Date for the first Facility to achieve Commercial Operation, unless the Agreement is sooner terminated in accordance with the terms of this Agreement (the "***Delivery Term***"); provided, in no event shall the Commercial Operation Date for the first Facility to achieve such Milestone occur earlier than June 1, 2024.

Section 2.3 Survivability. Applicable provisions of this Agreement shall continue in effect after termination, including early termination, to the extent necessary to enforce or complete the duties, obligations or responsibilities of the Parties arising prior to termination. The provisions of this Article II, Article XII, Article XIII, Section 14.19, and Section 14.21 shall survive for a period of one (1) year following the termination of this Agreement. The provisions of Article XI shall survive for a period of one (1) year following final payment made by the Buyer hereunder or the expiration or termination date of this Agreement, whichever is later. The provisions of Article V, Article VI, Article VIII, and Article IX shall continue in effect after termination to the extent necessary to provide for final billing, refunds or other adjustments, and deliveries related to the period prior to termination of this Agreement.

Section 2.4 Early Termination Rights.

(a) Notwithstanding anything to the contrary in this Agreement, if Project Participant Approval of this Agreement is not obtained within one hundred twenty (120) days following the Effective Date, then either Party may terminate this Agreement upon written notice to the other Party. Upon such termination, neither Party shall have any liability to the other Party, save and except for those obligations specified in Section 2.3. Seller and Buyer shall cooperate reasonably with each other to accomplish Project Participant Approval in a timely manner. Notwithstanding anything in this Agreement to the contrary, Buyer shall have a one-time right, but not an obligation, to lower the Maximum Capacity to an amount no less than sixty-four (64) MW by delivering to Seller notice of such adjustment no later than the earlier of (i) the date that the Project Participant Approval is obtained and (ii) the date that is one hundred twenty (120) days after the Effective Date. Any such reduction of the Maximum Capacity shall proportionally reduce

the Minimum Capacity. For illustrative purposes only, if the Maximum Capacity is reduced by 10% (from 125 MW to 112.5 MW), then the Minimum Capacity shall be reduced by 10% (from 64 MW to 57.6 MW).

(b) Notwithstanding anything to the contrary in this Agreement, if (i) by September 30, 2024, Seller has provided Proposed Facility Notices to Buyer for Proposed Facilities with Facility Net Capacities that in the aggregate are no lower than the Minimum Capacity for the Project and (ii) by September 30, 2027, no Proposed Facility has been included as an Included Facility in accordance with Section 3.1, then at any time thereafter until the date that Buyer notifies Seller that the Project Participants (A) have obtained Import Capability for Proposed Facilities with Facility Net Capacities that in the aggregate are no lower than the Minimum Capacity for the Project or (B) have elected to include Proposed Facilities with Facility Net Capacities that in the aggregate are no lower than the Minimum Capacity for the Project as Included Facilities, notwithstanding that the Project Participants have not obtained Import Capability for some or all of such Proposed Facilities, Seller may, but is not obligated to, terminate this Agreement upon written notice to Buyer. Upon such termination, neither Party shall have any liability to the other Party, save and except for those obligations specified in Section 2.3, and Buyer shall return the Project Development Security to Seller in accordance with Section 5.9(c).

ARTICLE III
DEVELOPMENT OF THE FACILITIES

Section 3.1 Project Design and Facility Specifications. Subject to limitations on Project Participants' Import Capability, as set forth below, Seller shall use commercially reasonable efforts to deliver to Buyer, on or before the Final COD Deadline, Project Net Capacity equal to the Maximum Capacity. Seller shall determine the location, design, configuration, and Facility Net Capacity of each Facility, subject to the Requirements and to any conditions which are imposed by any Governmental Authority as part of the environmental review of each Facility required under applicable Federal and Nevada or California Requirements of Law, as applicable; provided, each Facility shall be a Firm Clean Resource and shall have a Commercial Operation Date that occurs no later than the Final COD Deadline. Promptly after Seller determines a Facility should be included in the Project (a "***Proposed Facility***"), Seller shall deliver to Buyer a notice (a "***Proposed Facility Notice***") that (a) includes the Facility Specifications for such Proposed Facility, which shall include the Facility Net Capacity and Primary Point of Delivery for such Proposed Facility, (b) includes the Milestone Schedule for such Proposed Facility, and (c) identifies whether Seller has elected to designate the Proposed Facility as a Pseudo-Tie Resource or a Dynamically Scheduled Resource. Each Proposed Facility shall have an expected Commercial Operation Date that is at least twenty-seven (27) months later than the date on which Seller delivers a Proposed Facility Notice, and Seller shall not deliver a Proposed Facility Notice to Buyer after the date that is twenty-seven (27) months prior to the Final COD Deadline without Buyer's prior written consent, which Buyer may withhold in Buyer's absolute discretion; provided, however, that Seller shall have the right to declare the Commercial Operation Date prior to the date that is twenty-seven (27) months after the date that Seller delivers a Proposed Facility Notice so long as such Commercial Operation Date is no less than twelve (12) months after the date that Seller delivers a Proposed Facility Notice. Buyer shall cause the Project Participants to use commercially reasonable efforts to obtain Import Capability necessary to import the Facility Net Capacity of each Proposed Facility into the CAISO at the Primary Point of Delivery for such

Proposed Facility, and Buyer shall notify Seller as soon as reasonably practicable after receipt of the Proposed Facility Notice either (A) that the Project Participants have been able to obtain such Import Capability or have elected to include the Proposed Facility in the Project without obtaining Import Capability such that the Proposed Facility will be included in the Project ("***Included Facility***"), or (b) that the Project Participants have been unable to obtain such Import Capability such that the Proposed Facility will not be added to the Project ("***Excluded Facility***"), and both the Maximum Capacity of the Project and the Minimum Capacity of the Project will be reduced by the Facility Net Capacity of the Excluded Facility(ies). If Buyer fails to notify Seller that the Proposed Facility is an Included Facility or an Excluded Facility by the date that is twenty-four (24) months prior to the Final COD Deadline, then the Final COD Deadline shall be extended on a day-for-day basis for each day until the date that Buyer provides such notice to Seller or Seller withdraws the Proposed Facility Notice due to Buyer's failure to notify Seller that the Proposed Facility is an Included Facility or an Excluded Facility, which withdrawal shall become effective ten (10) Business Days after Seller's delivery to Buyer of written notice of the withdrawal, unless Buyer notifies Seller that the Proposed Facility shall be an Included Facility within such ten (10) Business Day period. An illustrative list of potential Facilities is included in Appendix N; provided, however, that Appendix N is for illustrative purposes only, and no Facility shall be added to the Project unless and until such Facility is added pursuant to the process set forth in this Section 3.1.

Section 3.2 Permitting and CEQA Exemption.

(a) Seller, at its expense, shall timely take, or cause its Affiliates to take, all steps necessary to obtain all Permits required to construct, maintain, or operate each Facility, including drilling of the geothermal wells of the Facility, in accordance with the Requirements, including the timely preparation of all environmental documents required to have the applicable Facility reviewed under applicable Federal and Nevada law to the extent required under such law.

(b) The Parties acknowledge and agree that (a) each Facility will be subject to environmental review pursuant to NEPA in connection with the procurement of rights-of-way from the U.S. Department of the Interior, Bureau of Land Management for the construction and installation of certain electrical facilities, (b) pursuant to that law, Seller will, or will cause its Affiliates to, submit to and complete the NEPA Environmental Assessment with respect to each Facility, and (c) each Facility that will be located in Nevada is statutorily exempt from CEQA pursuant to Title 14, California Code of Regulations, Section 15277.

Section 3.3 Performance Testing Conditions Criteria. For each Facility, no later than Construction Start for such Facility, Seller shall deliver to Buyer ambient conditions criteria and a cooling water correction curve applicable to the performance testing that will be performed to demonstrate the peak electrical output of such Facility (collectively, the "***Performance Testing Conditions Criteria***").

Section 3.4 Site Confirmation. For each Facility for which Seller has delivered the Facility Specifications to Buyer, Seller represents and warrants that (a) Seller's agents and representatives have visited, inspected, and are familiar with each Site and its surface physical condition relevant to the obligations of Seller pursuant to this Agreement, including surface conditions, normal and usual soil conditions, roads, utilities, and topographical, solar radiation,

air, and water quality conditions, (b) to its knowledge, Seller is familiar with all local and other conditions that may be material to Seller's performance of its obligations under this Agreement (including transportation, seasons and climate, access, weather, handling and storage of materials and equipment, and availability and quality of labor and utilities), and (c) Seller has determined that the Site constitutes an acceptable and suitable site for the construction (if applicable) and operation of such Facility in accordance herewith. Any failure by Seller to have taken or to take the actions described in this Section 3.4 shall not relieve Seller from any responsibility for estimating properly the difficulty and cost of successfully constructing (if applicable), maintaining or operating a Facility in accordance with this Agreement or from proceeding to construct (if applicable), maintain, and operate such Facility successfully without any additional expense to Buyer. At all times after delivery to Buyer of the Facility Specifications for a Facility, Seller shall have "Site Control" for such Facility, which means that Seller or its Affiliates shall own the Site, have a right-of-way with respect to the Site, or be the lessee of the Site under a lease which permits Seller to perform its obligations under the Agreement and the Seller Ancillary Documents. Seller shall provide Buyer with prompt notice of any change in the status of Seller's Site Control. Seller shall not take any action or permit any action to be taken at or with respect to the Site that has a material adverse effect upon the applicable Facility or the geothermal resource, or the generating capability of the applicable Facility.

Section 3.5 Certification of Commercial Operation Dates. When Seller has determined that all requirements under this Agreement for achieving Commercial Operation of a Facility have been satisfied, Seller shall provide Buyer with a certificate from the Licensed Professional Engineer substantially in the form of Appendix K, together with notice that the other conditions precedent specified in the definition of "Commercial Operation" in Section 1.1 have been satisfied in respect of such Facility. Buyer shall either accept or reject the notice in its reasonable discretion by delivering a notice to Seller in writing within thirty (30) Business Days. If Buyer fails to respond within thirty (30) Business Days, it shall be deemed to have accepted the notice. If Buyer rejects the notice, Buyer shall state in detail the reasons for its rejection and the Parties shall immediately meet and confer to address Buyer's concerns. Commercial Operation of the Facility shall be deemed to have occurred on the date that the requirements for Commercial Operation are satisfied, which date may be earlier than the date on which Buyer accepts Seller's notice that Commercial Operation has occurred and/or the date on which any concerns that Buyer expresses in connection with Seller's notice are resolved; provided the Parties acknowledge or are deemed to have acknowledged, or it is determined through dispute resolution, that all such requirements for Commercial Operation, as applicable, for such Facility have been satisfied on such earlier date.

Section 3.6 Milestone Schedule. For each Facility that is added to the Project pursuant to the process set forth in Section 3.1, within fifteen (15) days after the close of (i) each calendar quarter from the first calendar quarter following the date on which such Facility is added to the Project until the Construction Start for such Facility, and (ii) each calendar month from the first calendar month following Construction Start until the Commercial Operation Date for such Facility, Seller shall provide to Buyer a Progress Report and agrees to regularly scheduled meetings between representatives of Buyer and Seller to review such reports and discuss Seller's construction progress. The form of the Progress Report is set forth in Appendix O. Seller shall also provide Buyer with any reasonably requested documentation (subject to confidentiality restrictions) directly related to the achievement of Milestones within ten (10) Business Days of

receipt of such request by Seller. Seller shall achieve each Milestone by the Milestone Date specified therefor in the Milestone Schedule for such Facility, provided that such Milestone Date may be extended by Seller by providing to Buyer notice of such extension at least fifteen (15) days (or, in the event of a Force Majeure concerning which fifteen (15) days advance notice is not practicable, as soon as practicable) prior to such Milestone Date, including the cause of the delay, if known, (e.g., governmental approvals, financing, property acquisition, design activities, equipment procurement, project construction, interconnection, or any other factor) and Seller's description of its proposed course of action to achieve the missed Milestone by the extended Milestone Date. The date specified for each Milestone shall be the Milestone Date for achieving such Milestone, provided that, if and to the extent such date shall be extended as provided in this Section 3.6, the extended date shall be the new Milestone Date for purposes of this Agreement. Notwithstanding anything herein to the contrary, Seller shall not be in default or otherwise have any liability under this Agreement for failing to meet a Milestone Date, other than to the extent provided in Section 3.7 of this Agreement. To the extent that Seller determines that, due to Seller's inability to satisfy one or more Milestones timely, a Facility is unlikely to achieve Commercial Operation by the Final COD Deadline, Seller shall be entitled to deliver to Buyer a notice that removes such Facility from the Project; provided, however, that if Buyer has notified Seller that the Project Participants have secured Import Capability sufficient to import Capacity Attributes from such Facility into the CAISO Market, then within thirty (30) days after the notice of removal, Seller shall deliver to buyer a Proposed Facility Notice that identifies a replacement Proposed Facility that would use but not exceed such Import Capability and that will achieve Commercial Operation by the Final COD Deadline.

Section 3.7 Performance Damages.

(a) **Failure to Achieve Minimum Capacity by the Final COD Deadline**. If the Project Net Capacity as of the Final COD Deadline is less than the Minimum Capacity, then, subject to Section 3.7(d), Seller shall pay liquidated damages to Buyer in an amount equal to [redacted] ("***Delay Damages***") of difference between the Minimum Capacity and the Project Net Capacity per day for each day intervening between the Final COD Deadline and the earliest of (i) the date that the Project Net Capacity becomes equal to or greater than the Minimum Capacity, and (ii) the date that is one hundred eighty (180) days after the Final COD Deadline ("***Minimum Capacity Cure Date***"). If the Project Net Capacity as of the Minimum Capacity Cure Date is less than the Minimum Capacity, then, subject to Section 3.7(d), (A) Seller shall pay to Buyer an amount equal to [redacted] ("***Capacity Buydown Damages***") and (B) the Minimum Capacity shall be revised to equal the Project Net Capacity as of the Minimum Capacity Cure Date. Seller shall provide to Buyer a written notice of such revised Minimum Capacity.

(b) **[Reserved]**.

(c) **Payment of Delay Damages and Capacity Buydown Damages**. For each month during which Delay Damages have accrued, within twenty (20) Business Days after the end of such month, Seller shall deliver to Buyer a written statement of the amount of the applicable liquidated damages that accrued during such month in accordance with Section 3.7(a), together with payment thereof. Within twenty (20) Business Days after the Minimum Capacity Cure Date,

Seller shall pay Buyer any Capacity Buydown Damages required to be paid to Buyer in accordance with Section 3.7(a).

(d) **Delay Damages and Capacity Buydown Damages Cap**. Notwithstanding anything to the contrary herein, Seller's obligation to pay Delay Damages and Capacity Buydown Damages, in the aggregate, shall not exceed an amount equal to two hundred percent (200%) of the amount of the Project Development Security (as the same may have been recalculated in accordance with Section 5.9(a)).

(e) Damages that Buyer would incur due to (i) Seller's failure to achieve a Project Net Capacity that meets the Minimum Capacity by the Final COD Date, or (ii) Seller's failure to achieve a Project Net Capacity that meets the Minimum Capacity by the Minimum Capacity Cure Date, would be difficult or impossible to predict with certainty, and it is impractical or difficult to assess actual damages in those circumstances, but the Delay Damages and Capacity Buydown Damages set forth in Sections 3.7(a) are fair and reasonable calculations of such damages. Buyer's right to collect liquidated damages pursuant to Sections 3.7(a) is Buyer's sole and exclusive remedy for any failure by Seller to achieve any required level of Project Net Capacity by the Minimum Capacity Cure Date.

Section 3.8 Notice of Facility Net Capacity and Primary Point of Delivery. At least one (1) year prior to the Commercial Operation Date of a Facility, Seller shall provide notice to Buyer confirming (a) the Facility Net Capacity for such Facility, subject to adjustment pursuant to Section 3.9 below, and (b) the Primary Point of Delivery for such Facility. If Seller proposes to increase the Facility Net Capacity of a Facility or to change the Primary Point of Delivery for a Facility, and the Parties do not mutually agree to the proposed increase to the Facility Net Capacity or the proposed change to the Primary Point of Delivery for a Facility, as applicable, (such agreement not to be unreasonably withheld, conditioned or delayed), then, unless Seller withdraws its proposal to increase the Facility Net Capacity or change the Primary Point of Delivery, as applicable, the Proposed Facility will be removed from the Project.

Section 3.9 Revision of Facility Net Capacity. No less than thirty (30) days prior to a Facility's Commercial Operation, Seller has the right, (a) without Buyer's consent, to reduce the Facility Net Capacity for such Facility, or (b) with Buyer's consent, to increase the Facility Net Capacity for such Facility, in either case by providing notice to Buyer stating the reduced or increased Facility Net Capacity ("***Revised Net Capacity***") and evidence reasonably demonstrating (i) the sustained operation of the Facility for at least five (5) consecutive hours at a delivery rate of at least ninety percent (90%) of the Revised Net Capacity (net of providing the full requirements for Parasitic Load and net of transmission losses) as measured by the Electric Metering Devices at the Primary Point of Delivery, as adjusted to reflect nominal resource temperature and flow rates and other environmental conditions in accordance with the Performance Testing Conditions Criteria for such Facility, and (ii) the delivery of Energy equal to at least the product of ninety percent (90%) of the Revised Net Capacity for each of one hundred twenty (120) consecutive hours (net of providing the full requirements for Parasitic Load and net of transmission losses) as measured by the Electric Metering Devices at the Primary Point of Delivery, as adjusted to reflect resource temperature and flow rates and other environmental conditions in accordance with the Performance Testing Conditions Criteria for such Facility. Notwithstanding the prior sentence, no reduction to Facility Net Capacity pursuant to this Section 3.9 shall reduce the Minimum Capacity.

Buyer shall either accept or reject a notice increasing the Facility Net Capacity in its reasonable discretion by delivering a notice to Seller in writing within thirty (30) days. If Buyer fails to respond within thirty (30) days, it shall be deemed to have accepted the notice. If Buyer rejects the notice, Buyer shall state in detail the reasons for its rejection. The Parties shall immediately meet and confer to address Buyer's concerns. Upon Buyer's acceptance, or deemed acceptance, of the notice, the Facility Net Capacity will be revised to equal the Revised Net Capacity specified in the notice, effective as of the date that Seller provided its notice to Buyer. If Buyer rejects a proposal to increase the Facility Net Capacity, the Facility Net Capacity will remain unchanged. Notwithstanding anything to the contrary in the first sentence of this Section 3.9, if Seller provides a notice revising the Facility Net Capacity of more than one Facility that will deliver Energy to the same Primary Point of Delivery, then if the aggregate Facility Net Capacities of all such Facilities does not increase, then Buyer's consent shall not be required to increase the Facility Net Capacity of any individual Facility.

Section 3.10 Delivery of Energy Prior to Commercial Operation Date. For each Facility, prior to the Commercial Operation Date of such Facility, Seller shall sell and deliver to the Points of Delivery, and Buyer shall purchase and receive at and from the Points of Delivery, the Delivered Energy associated with such Facility for a maximum of thirty (30) days at the price set forth in Section 1 of Appendix A; provided, in no event shall Buyer be obligated to purchase or receive Delivered Energy in excess of the Maximum Generation unless Buyer shall by notice given to Seller elect to purchase any such Energy in excess of Maximum Generation. For avoidance of doubt, Buyer shall have no obligation to purchase and receive Delivered Energy for more than thirty (30) days from any Facility that has not achieved Commercial Operation.

Section 3.11 Facility Removal for Failure to Obtain CEC Certification. Seller shall remove from the Project any Facility or Facilities that have achieved Commercial Operation under this Agreement but have not been CEC Certified by the date that is (a) one hundred eighty (180) days following such Facility's Commercial Operation Date if such failure to be CEC Certified is the result of Seller's fault or negligence (including any failure to submit timely required documentation to the CEC) or (b) three hundred sixty (360) days following such Facility's Commercial Operation Date if such failure to be CEC Certified is not the result of Seller's fault or negligence. Seller shall provide notice to Buyer and remove such Facility from the Project and upon delivery of such notice the Project Net Capacity will be reduced by the amount of the Facility Net Capacity associated with such Facility and the Guaranteed Generation reduced in accordance with the reduced Project Net Capacity. If such Facility removal occurs after the Minimum Capacity Cure Date, Buyer shall calculate in a commercially reasonable manner, and consistent with Section 13.3(b), the positive amount, if any, calculated as its Costs, *plus* Losses, *minus* Gains with respect to such reduction in Project Net Capacity; provided, Costs, Losses and Gains shall all be determined with respect to the reduction in Project Net Capacity rather than with respect to termination of all obligations under this Agreement, and further provided that, if the result of the foregoing calculation is negative, no amount shall be due to Seller. As soon as reasonably practical, Buyer shall provide notice to Seller of such damages along with a demand for payment, which demand shall be provided with a written statement explaining in reasonable detail the calculation of the demanded amount. Within ten (10) Business Days after receipt of such demand and written statement, Seller shall pay the undisputed amount of such demand and provide written notice of any disputed amount (if any), which dispute shall be resolved in accordance with Section 14.3. If Buyer prevails in any such dispute, then Seller shall pay the amount determined to be due to Buyer,

together with interest on such amount calculated at the Interest Rate from the original due date until the date paid. If, before the dispute is resolved, Buyer draws on the Delivery Term Security for any disputed amount and Seller thereafter prevails in the dispute, then Buyer (i) shall be required to refund the amount of the erroneous draw, together with interest calculated at the Interest Rate from the date of the draw through the date of refund and (ii) shall pay to Seller any documented costs and expenses incurred by Seller due to the erroneous draw on the Delivery Term Security. If Seller fails to pay or dispute the amount of a demand within ten (10) Business Days after receipt of Buyer's demand and supporting written statement, then Buyer shall be entitled to draw from the Delivery Term Security the unpaid amount. Payment of the damages as described in this Section 3.11 are Buyer's sole and exclusive remedies for Seller's failure to obtain CEC Certification for a Facility.

Section 3.12 [Reserved].

Section 3.13 Decommissioning and Other Costs. Buyer shall not be responsible for any cost of decommissioning or demolition of any Facility or any part thereof or any environmental or other liability associated with the decommissioning or demolition without regard to the timing or cause of the decommissioning or demolition.

ARTICLE IV
OPERATION AND MAINTENANCE OF THE FACILITY

Section 4.1 General Operational Requirements. Seller shall, at all times:

(a) At its sole expense, operate and maintain, or cause an Affiliate to operate and maintain, each Facility (i) in accordance with the Requirements, and (ii) in a manner that, to the extent commercially reasonable to do so, is reasonably likely to maximize the output of Energy and Capacity Attributes from the Facility and result in a useful life for the Facility of not less than twenty (20) years;

(b) Employ, or cause an Affiliate to employ, qualified and trained personnel for managing, operating, and maintaining each Facility and for coordinating with Buyer, and ensure that necessary personnel are available on-site or on-call and available to be on Site within four (4) hours, twenty-four (24) hours per day, each day during the Delivery Term;

(c) Operate and maintain, or cause an Affiliate to operate and maintain, each Facility with due regard for the safety, security, and reliability of the interconnected facilities and Transmission System; and

(d) Comply, or cause compliance, to the extent commercially reasonable to do so, with operating and maintenance standards recommended or required by each Facility's equipment suppliers.

Section 4.2 Operation and Maintenance Plan; Operation and Maintenance Reports. Seller shall devise and implement, or cause an Affiliate to devise and implement, a plan of inspection, maintenance, and repair for each Facility and the components thereof in order to maintain such equipment in accordance with Prudent Utility Practices, and shall keep, or cause to be kept, records with respect to inspections, maintenance, and repairs thereto. The aforementioned

plan and all records of such activities shall be available for inspection by Buyer during Seller's regular business hours upon reasonable notice; provided that Buyer shall at all times comply with Seller's or the contractor's safety and security requirements when present at any Facility.

Section 4.3 Environmental Credits. Seller or its Affiliates shall, if applicable, obtain in its own name and at its own expense all pollution or environmental Permits, credits or offsets necessary to operate each Facility in compliance with the Requirements of Law.

Section 4.4 Planned and Forced Outages.

(a) Seller shall schedule all Planned Outages within the time-period determined by the CAISO for each Facility as a Resource Adequacy Resource that is subject to the Availability Standards (as defined in the CAISO Tariff) to qualify for an "Approved Maintenance Outage" under the CAISO Tariff. Seller shall reimburse Buyer for any documented cost incurred by a Project Participant to provide substitute Capacity Attributes, as required by the CAISO, during any Planned Outages, whether as originally scheduled or as rescheduled in accordance with this Section 4.4(a) (including, to the extent actually incurred and documented by Project Participants, the cost of procuring replacement Capacity Attributes for a full calendar month during any month in which a Planned Outage is planned or scheduled). Notwithstanding the foregoing, Seller shall not be permitted to schedule Planned Outages during the months of June through September each Contract Year (the "***Major Maintenance Blockout***"). No later than sixty (60) days prior to the anticipated commencement of the first (1st) Contract Year and the commencement of each Contract Year thereafter, Seller shall provide Buyer with its non-binding written projection of all Planned Outages for the succeeding three (3) years (the "***Planned Outage Projection***") reflecting no scheduled maintenance during the Major Maintenance Blockout. The Planned Outage Projection shall include information concerning all projected Planned Outages during such period, including (i) the anticipated start and end dates of each Planned Outage; (ii) a description of the maintenance or repair work to be performed during the Planned Outage; and (iii) the MW capacity anticipated to be impacted, if any, during the Planned Outage. Seller shall notify Buyer of any change in the Planned Outage Projection as soon as practicable; provided that Major Maintenance shall not be performed more than one week before or after the scheduled time without Buyer's consent unless (i) for changes that move the date of Major Maintenance to an earlier date, Seller provides notice of the change at least fifty (50) Business Days prior to the first day of the month in which such Major Maintenance is to be rescheduled, and (ii) for changes that move the date of such Major Maintenance to a later date, Seller provides notice of the change prior to the first day of the month in which such Major Maintenance was originally scheduled. Seller will use commercially reasonable efforts to accommodate reasonable requests of Buyer with respect to the timing of Planned Outages and Seller will, to the extent consistent with Prudent Utility Practices, coordinate Planned Outages to coincide with planned transmission outages. In the event of a System Emergency, Seller shall make all reasonable efforts to reschedule any Planned Outage previously scheduled to occur during the System Emergency.

(b) In the event of a Forced Outage affecting at least seven and a half (7.5) MW of Project Net Capacity which Seller anticipates shall be of a duration more than one (1) hour, to the extent practicable, Seller shall notify Buyer by email as soon as possible and shall make efforts to provide such notification within the hour of the commencement of the Forced Outage and, within seven (7) days thereafter, provide Buyer detailed information concerning the Forced

Outage, including (i) the start and anticipated end dates of the Forced Outage; (ii) a description of the cause of the Forced Outage; (iii) a description of the maintenance or repair work to be performed during the Forced Outage; and (iv) the anticipated MW capacity, if any, during the Forced Outage. Seller shall take all reasonable measures and exercise commercially reasonable efforts to avoid Forced Outages and to limit the duration and extent of any such outages.

Section 4.5 Facility Operation. Each Facility shall be operated during the Delivery Term by Seller or an Affiliate of Seller that is under the Control of Seller or such other Person(s) as Seller or the applicable Project Company may contract with from time to time under an agreement for the operation of such Facility; provided that such agreement shall provide Seller with the rights, as a creditor, beneficiary or otherwise, to enforce such agreement so as to ensure compliance with all applicable provisions of this Agreement. The agreement with respect to the operations of such Facility shall require that such Facility be operated in a manner that is in full compliance with the Requirements. Seller shall provide to Buyer a copy of the relevant operations agreement (which may be redacted to remove confidential information of the parties thereto).

ARTICLE V
COMPLIANCE DURING OPERATION PERIOD; GUARANTEES

Section 5.1 Guarantees. Seller warrants and guarantees that (i) it will perform, or cause to be performed, all engineering, design, development, construction, operation and maintenance of each Facility in a good and workmanlike manner and in accordance with the Requirements; and (ii) throughout the Delivery Term (a) each Facility, its engineering, design and construction, its components, and related work, will be free from material defects caused by errors or omissions in design, engineering and construction or repaired as provided below, (b) each Facility will be free and clear of all Liens other than Permitted Encumbrances, and (c) each Facility and all parts thereof will be designed, constructed, tested, operated and maintained in material compliance with the Requirements, all applicable requirements of the latest revision of the ASTM, ASME, AWS, EPA, IEEE, ISA, National Electrical Code, National Electric Safety Code, and OSHA, as applicable, and the Uniform Building Code, Uniform Plumbing Code, and the applicable local County Fire Department Standards of the applicable county. Seller shall promptly repair or replace, or cause to be repaired or replaced, consistent with Prudent Utility Practice, any component of a Facility that does not comply with the foregoing warranties and guarantees. Seller shall at all times exercise commercially reasonable efforts to undertake, or cause to be undertaken, all recommended or required updates or modifications to each Facility, and its equipment and materials, including procedures, programming and software in a timely manner. Seller shall, at its expense, maintain or cause to be maintained throughout the Delivery Term an inventory of spare parts for each Facility in a quantity that is consistent with manufacturers' recommendations and Prudent Utility Practice.

Section 5.2 Buyer's Right to Monitor in General. At Buyer's sole expense and without interfering with Seller's or its Affiliates' activities at the Facility, Buyer shall have the right, and Seller shall permit Buyer and its representatives, advisors, engineers, and consultants, to observe, inspect, and monitor all operations and activities at each Site, including the performance of the contractors under the construction contracts pertaining to such Facility, the design, engineering, procurement, and installation of the equipment, start up and testing, and the achievement of Commercial Operation; provided that Buyer shall at all times comply with Seller's,

the contractor's or the operator's safety and security requirements when present at the Facility. Notwithstanding the foregoing, Seller shall have the right and Buyer shall permit Seller to withhold any proprietary information, including with respect to proprietary intellectual property of Seller; provided that such information shall be provided by Seller to Buyer to the extent required by Buyer to enforce its rights or to carry out its responsibilities under this Agreement. In addition, Buyer shall hold any information obtained during or in connection with such monitoring in confidence pursuant to Section 14.21.

Section 5.3 Effect of Review by Buyer. Any review by Buyer of the design, construction, engineering, operation or maintenance of a Facility is solely for the information of Buyer. Buyer shall have no obligation to share the results of any such review with Seller, nor shall any such review or the results thereof (whether or not the results are shared with Seller) nor any failure to conduct any such review relieve Seller from any of its obligations under this Agreement. By making any such review, Buyer makes no representation as to the economic and technical feasibility, operational capability or reliability of a Facility. Seller shall in no way represent to any third party that any such review by Buyer of a Facility, including, but not limited to, any review of the design, construction, operation or maintenance of the Facility by Buyer, is a representation by Buyer as to the economic and technical feasibility, operational capability, or reliability of the Facility. Seller is solely responsible for the economic and technical feasibility, operational capability and reliability thereof.

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Section 5.4 Reporting and Information; Administration and Periodic Reporting.

(a) Seller shall provide to Buyer such other information regarding the permitting, engineering, construction, or operation of each Facility by Seller or its subcontractors and other data concerning Seller, its subcontractors and the Facilities as Buyer may, from time to time, reasonably requested in order to enforce its rights or discharge its responsibilities under this Agreement. Notwithstanding the foregoing, Seller shall have the right and Buyer shall permit Seller to withhold any proprietary information, including with respect to the intellectual property of Seller; provided that such information shall be provided by Seller to Buyer to the extent required by Buyer to enforce its rights or to carry out its responsibilities under this Agreement. In addition, Buyer shall hold any Confidential Information obtained during or in connection with such monitoring in confidence pursuant to Section 14.21.

(b) Seller shall perform administrative and periodic reporting to Buyer which shall include the following:

(i) Safety matters including monthly reports, including OSHA recordable and non-recordable incidents and site safety information;

(ii) Monthly operational reports with respect to Facility activities, including plant performance, capacity factor, availability, weather and generation data, and in each case confirming that applicable contractual requirements have been met;

(iii) Any notice of non-compliance with NERC and FERC rules or regulations;

(iv) Any environmental contamination that Seller or its Affiliates, and any of their contractors, become aware of at any Site; and

(v) Any information that is requested by the CPUC with respect to a Facility, this Agreement, or the Project.

Section 5.5 Initial Performance Test. Prior to the Commercial Operation Date for each Facility, Seller shall provide to Buyer the opportunity, at Buyer's sole expense and without interfering with Seller's or its Affiliates' activities at the Facility, to:

(a) review and monitor the contractors' performance and achievement of all initial performance tests and all other tests required under the Facility construction contracts performed to achieve the Commercial Operation Date, and Seller shall, or shall cause its contractor, to provide at least ten (10) Business Days prior notice to Buyer before any such test begins; provided that Buyer shall at all times comply with Seller's or the contractor's safety and security requirements when present at the Facility;

(b) be present to witness such initial performance tests and review the results thereof; provided that Buyer shall at all times comply with Seller's or the contractor's safety and security requirements when present at the Facility; and

(c) perform such detailed examinations, inspections, quality surveillance, and tests as are appropriate and advisable to determine that the Facility equipment and all ancillary components of the Facility have been installed in accordance with the Facility construction contracts and the Requirements.

Section 5.6 Contract Provisions. For each Facility, Seller shall cause to be included in the Facility construction contracts provisions whereby the contractors and Seller:

(a) grant to Buyer, at Buyer's sole expense and without interfering with Seller's or the construction contractors' activities at the Facility, rights of access to the Facility at all reasonable times (but subject to reasonable safety precautions) and the right to inspect, make notes about, and copy all documents, drawings, plans, specifications, permits, test results, and information as Buyer may reasonably request; provided that Buyer shall at all times comply with Seller's or the contractor's safety and security requirements when present at the Facility. Notwithstanding the foregoing, Seller shall have the right and Buyer shall permit Seller to withhold any proprietary information, including with respect to intellectual property of Seller; provided that such information shall be provided by Seller to Buyer to the extent required by Buyer to enforce its rights or to carry out its responsibilities under this Agreement. In addition, Buyer shall hold any Confidential Information obtained during or in connection with such monitoring in confidence pursuant to Section 14.21;

(b) make the personnel of, and consultants to, the contractors and Seller available to Buyer and its agents, representatives and consultants for a reasonable number of hours, at reasonable times, and with reasonable prior notice for purpose of discussing any aspect of the Facility or the development, engineering, construction, installation, testing, or performance thereof; and

(c) otherwise cooperate in all reasonable respects with Buyer and its Authorized Representatives, advisors, engineers and consultants in order to allow Buyer to exercise its rights under this Section 5.6.

Section 5.7 Quality Assurance Program; Routine and Preventive Maintenance Services.

(a) Seller shall develop a written quality assurance policy ("***Quality Assurance Program***") in accordance with the requirements of Appendix H within sixty (60) days prior to commencement of construction on the first Facility, and Seller shall cause all work performed on or in connection with each Facility to comply with said Quality Assurance Program.

(b) Seller shall perform, or cause to be performed, routine and preventive maintenance services in accordance with manufacturers' instructions and Prudent Utility Practices, including:

(i) Conducting regular equipment inspections and recording any noncompliance with applicable standard specifications for the equipment, and reporting any noncompliance that materially and adversely affects a Facility's performance or is likely to materially and adversely affect a Facility's performance and any defective conditions or operational failures with respect to the equipment to Buyer;

(ii) Performing all required preventive maintenance, including meter calibration and testing, and scheduling and arranging for routine maintenance during operations and planned outages, and for maintenance that can be conducted during a Forced Outage;

(iii) Conducting periodic maintenance to equipment in accordance with Prudent Utility Practices, and providing a report thereof to Buyer;

(iv) Conducting monthly quality assurance inspections of Facility plant and equipment and providing a report thereof to Buyer.

Section 5.8 No Liens. Except as otherwise permitted by this Agreement, each Facility shall be owned by Seller or an Affiliate of Seller. Seller shall not, and shall cause its Affiliates not to, other than to another Affiliate, sell, transfer or otherwise dispose of or create, incur, assume or permit to exist any Lien (other than Permitted Encumbrances) on any portion of any Facility without the prior written consent of Buyer.

Section 5.9 Seller Performance Security.

(a) Within thirty (30) days following the date that the Project Participant Approval has been received, Seller shall have furnished to Buyer a letter of credit issued by a Qualified Issuer substantially in the form of Appendix E, as such form may be modified with the consent of Buyer (not to be unreasonably withheld, conditioned or delayed), in an amount equal to [redacted] which shall secure all of Seller's obligations to pay liquidated damages under Section 3.7 ("***Project Development Security***"). Seller shall maintain such Project Development

Security until Buyer is required to return the Project Development Security under Section 5.9(c) below. Any reduction of the Minimum Capacity pursuant to Section 2.4 or Section 3.1 shall result in the recalculation of the amount of Project Development Security and Seller shall be entitled to reduce the Project Development Security in accordance with such calculation. In the event that Buyer draws on the Project Development Security at any time, Seller shall within ten (10) Business Days thereafter replenish such Project Development Security; provided, however, that in no event shall the aggregate amount of the original posting of Project Development Security plus all such replenishments exceed an amount equal to two hundred percent (200%) of the applicable amount of Project Development Security required to be maintained by Seller at the time of any such replenishment.

(b) As a condition to the achievement of Commercial Operation for each Facility, Seller shall have furnished to Buyer (i) one or more guarantees from a Qualified Guarantor substantially in the form of Appendix G, as such form may be modified with the consent of Buyer (not to be unreasonably withheld, conditioned or delayed), (ii) a letter of credit issued by a Qualified Issuer substantially in the form of Appendix E, as such form may be modified with the consent of Buyer (not to be unreasonably withheld, conditioned or delayed), or (iii) a combination of any of the foregoing, in the aggregate amount equal to [redacted], which shall guarantee Seller's obligations under this Agreement following the Commercial Operation Date ("***Delivery Term Security***"). From and after the Commercial Operation Date for a Facility, Seller shall maintain the corresponding Delivery Term Security until Buyer is required to return the Delivery Term Security to Seller as set forth in Section 5.9(d) below; provided that Seller may, from time to time, replace any portion of the Delivery Term Security with another form of Delivery Term Security meeting the foregoing requirements. In the event that Buyer draws on the Delivery Term Security at any time, Seller shall within ten (10) Business Days thereafter replenish such Delivery Term Security.

(c) Upon the earliest to occur of (i) the Project Net Capacity is increased to an amount that is equal to or greater than the Minimum Capacity, (ii) this Agreement is terminated while the Project Development Security is outstanding, or (iii) Seller's payment of Capacity Buydown Damages in accordance with Section 3.7(a), Seller shall no longer be required to maintain the Project Development Security, and Buyer shall return to Seller the Project Development Security, less any and all amounts drawn by Buyer as permitted under the terms of this Agreement. The Project Development Security (or portion thereof) due to Seller after any and all amounts are drawn by Buyer as permitted under the terms of this Agreement shall be returned to Seller within five (5) Business Days after the first event described in clauses (i) through (iii) of this Section 5.9(c) occurs.

(d) Buyer shall return the unused portion of Delivery Term Security, if any, to Seller promptly after both of the following have occurred: (i) the Agreement Term has ended, and (ii) all obligations of Seller arising under this Agreement are paid (whether directly or indirectly such as through set-off or netting) or performed in full.

(e) Seller shall notify Buyer of the occurrence of a Downgrade Event within five (5) Business Days after obtaining knowledge of the occurrence of such event. If at any time there shall occur a Downgrade Event, then Buyer may require that Seller replace the Performance

Security from the Person that has suffered the Downgrade Event within ten (10) Business Days after notice from Buyer to Seller requesting such replacement Performance Security. In the event that such replacement Performance Security is not so provided by Seller, Buyer shall have the right to demand payment of the full amount of such Performance Security and retain such amount in order to secure Seller's obligations under this Section 5.9 and other applicable provisions of this Agreement. In such case, Buyer shall hold the demanded amount in an escrow account until the earlier of (i) Seller's delivery of replacement Performance Security, upon receipt of which Buyer shall return to Seller the portion of the Performance Security then remaining in the escrow account within ten (10) Business Days and (ii) the date that the applicable Performance Security is required to be returned to Seller in accordance with Section 5.9(c) for the Project Development Security or Section 5.9(d) for the Delivery Term Security.

(f) If any Performance Security is in the form of a letter of credit, then Seller shall either provide, or cause to be provided, a replacement letter of credit or guarantee (from a Qualified Issuer or Qualified Guarantor, as applicable) in the required amount set forth in this Section 5.9 within ten (10) Business Days after the earlier of the date that Seller becomes aware, or Buyer notifies Seller of the occurrence of any one of the following events:

(i) the failure of the issuer of the letter of credit to renew such letter of credit thirty (30) Business Days prior to the expiration of such letter of credit;

(ii) the failure of the issuer of the letter of credit to immediately honor Buyer's properly documented request to draw on such letter of credit; or

(iii) the issuer of the letter of credit suffers a Bankruptcy.

(g) If any Performance Security is in the form of a guarantee, then Seller shall either provide, or cause to be provided, a replacement guarantee or letter of credit (from Qualified Guarantor or Qualified Issuer, as applicable) in the required amount set forth in this Section 5.9 within ten (10) Business Days after the earlier of the date that Seller becomes aware, or Buyer notifies Seller, of the occurrence of any one of the following events:

(i) the failure of the guarantor to make a payment thereunder immediately following Buyer's properly documented claim made pursuant to the guarantee in accordance with its terms;

(ii) any representation or warranty made by the guarantor in connection with this Agreement is false or misleading in any material respect when made or when deemed made or repeated;

(iii) the guarantor suffers a Bankruptcy;

(iv) the guarantee fails to be in full force and effect in accordance with the terms of this Agreement prior to the satisfaction of all obligations of Seller under this Agreement; or

(v) the guarantor repudiates, disaffirms, disclaims, or rejects, in whole or in part, or challenges the validity of, its guarantee.

(h) In the event that a replacement letter of credit or guarantee is not delivered in accordance with Section 5.9(f) or (g), as applicable, Buyer shall have the right to demand payment of the full amount of the letter of credit or the guarantee, as applicable. In such case, Buyer shall hold the demanded amount in an escrow account until the earlier of (i) Seller's delivery of replacement Performance Security, upon receipt of which Buyer shall return to Seller the portion of the Performance Security then remaining in the escrow account within ten (10) Business Days and (ii) the date that the applicable Performance Security is required to be returned to Seller in accordance with Section 5.9(c) for the Project Development Security or Section 5.9(d) for the Delivery Term Security.

(i) To secure its obligations under this Agreement, and until released as provided herein, Seller hereby grants to Buyer a present and continuing first-priority security interest ("***Security Interest***") in, and lien on (and right to net against), and assignment of the Project Development Security and Delivery Term Security, and any and all interest thereon or proceeds resulting therefrom or from the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of Buyer, and Seller shall, from time to time as requested by Buyer, execute, acknowledge, record, register, deliver and file all such notices, statements, instruments, and other documents as may be necessary or advisable to render fully valid, perfected, and enforceable under all Requirements of Law the Performance Security and the rights, Liens, and priorities of Buyer with respect to such Performance Security.

(j) Except as otherwise provided in this Agreement, the Performance Security: (i) constitutes security for, but is not a limitation of, Seller's obligations under this Agreement, and (ii) shall not be Buyer's exclusive remedy against Seller for Seller's failure to perform in accordance with this Agreement.

Section 5.10 Lease or Permit No Longer in Effect. Seller shall remove from the Project any Facility that is unable to operate because one or more of the Leases or Permits fails to be in effect or has terminated for such Facility; provided, if such failure or termination is due to a decision of a Governmental Authority, such decision must be final and non-appealable. Seller shall provide notice to Buyer and remove such Facility from the Project and upon delivery of such notice the Project Net Capacity will be reduced by the amount of the Facility Net Capacity associated with such Facility and the Guaranteed Generation reduced in accordance with the reduced Project Net Capacity. If such Facility removal occurs after the Minimum Capacity Cure Date, Buyer shall calculate in a commercially reasonable manner, and consistent with Section 13.3(b), the positive amount, if any, calculated as its Costs, *plus* Losses, *minus* Gains with respect to such reduction in Project Net Capacity; provided, Costs, Losses and Gains shall all be determined with respect to the reduction in Project Net Capacity rather than with respect to termination of all obligations under this Agreement, and further provided that, if the result of the foregoing calculation is negative, no amount shall be due to Seller. As soon as reasonably practical, Buyer shall provide notice to Seller of such damages along with a demand for payment, which demand shall be provided with a written statement explaining in reasonable detail the calculation of the demanded amount. Within ten (10) Business Days after receipt of such demand and written statement, Seller shall pay the undisputed amount of such demand and provide written notice of any disputed amount (if any), which dispute shall be resolved in accordance with Section 14.3. If Buyer prevails in any such dispute, then Seller shall pay the amount determined to be due to Buyer, together with interest on such amount calculated at the Interest Rate from the original due date

until the date paid. If, before the dispute is resolved, Buyer draws on the Delivery Term Security for any disputed amount and Seller thereafter prevails in the dispute, then Buyer (i) shall be required to refund the amount of the erroneous draw, together with interest calculated at the Interest Rate from the date of the draw through the date of refund and (ii) shall pay to Seller any documented costs and expenses incurred by Seller due to the erroneous draw on the Delivery Term Security. If Seller fails to pay or dispute the amount of a demand within ten (10) Business Days after receipt of Buyer's demand and supporting written statement, then Buyer shall be entitled to draw from the Delivery Term Security the unpaid amount. Payment of the damages as described in this Section 5.10 are Buyer's sole and exclusive remedies for Seller's failure to maintain Leases or Permits for a Facility.

Section 5.11 Project Company Bankruptcy. Seller shall remove from the Project any Facility for which the Project Company is subject to a Bankruptcy. Seller shall provide notice to Buyer and remove the Facility of such bankrupt Project Company from the Project and upon delivery of such notice the Project Net Capacity will be reduced by the amount of the Facility Net Capacity associated with such Facility of the bankrupt Project Company and the Guaranteed Generation reduced in accordance with the reduced Project Net Capacity. If such Facility removal occurs after the Minimum Capacity Cure Date, Buyer shall calculate in a commercially reasonable manner, and consistent with Section 13.3(b), the positive amount, if any, calculated as its Costs, *plus* Losses, *minus* Gains with respect to such reduction in Project Net Capacity; provided, Costs, Losses and Gains shall all be determined with respect to the reduction in Project Net Capacity rather than with respect to termination of all obligations under this Agreement, and further provided that, if the result of the foregoing calculation is negative, no amount shall be due to Seller. As soon as reasonably practical, Buyer shall provide notice to Seller of such damages along with a demand for payment, which demand shall be provided with a written statement explaining in reasonable detail the calculation of the demanded amount. Within ten (10) Business Days after receipt of such demand and written statement, Seller shall pay the undisputed amount of such demand and provide written notice of any disputed amount (if any), which dispute shall be resolved in accordance with Section 14.3. If Buyer prevails in any such dispute, then Seller shall pay the amount determined to be due to Buyer, together with interest on such amount calculated at the Interest Rate from the original due date until the date paid. If, before the dispute is resolved, Buyer draws on the Delivery Term Security for any disputed amount and Seller thereafter prevails in the dispute, then Buyer (i) shall be required to refund the amount of the erroneous draw, together with interest calculated at the Interest Rate from the date of the draw through the date of refund and (ii) shall pay to Seller any documented costs and expenses incurred by Seller due to the erroneous draw on the Delivery Term Security. If Seller fails to pay or dispute the amount of a demand within ten (10) Business Days after receipt of Buyer's demand and supporting written statement, then Buyer shall be entitled to draw from the Delivery Term Security the unpaid amount. Payment of the damages as described in this Section 5.11 are Buyer's sole and exclusive remedies for a Bankruptcy of a Project Company.

Section 5.12 Buyer Credit Arrangements.

(a) To secure its obligations under this Agreement, Buyer shall deliver to Seller within one hundred twenty (120) days after the Effective Date, Buyer Liability Pass Through Agreements from Project Participants with Liability Shares as set forth on Appendix M. Seller shall countersign each Buyer Liability Pass Through Agreement within ten (10) days of receipt of

each such Buyer Liability Pass Through Agreement. Buyer shall maintain such Buyer Liability Pass Through Agreements in full force and effect until both of the following have occurred: (a) the Agreement Term has expired or terminated early; and (b) all payment obligations of Buyer due and payable under this Agreement are paid in full (whether directly or indirectly such as through set-off or netting).

(b) Buyer may amend Appendix M in its sole discretion with respect to the identity of Project Participants and the amount of each Project Participant's Liability Share; and other amendments shall be subject to the consent of Seller (not to be unreasonably withheld, conditioned or delayed). If Buyer amends Appendix M, Buyer shall provide Seller replacement Buyer Liability Pass Through Agreements executed by Buyer and the applicable Project Participants that incorporate Liability Shares as set forth in the amended Appendix M (**"*Replacement BLPTAs*"**). Seller shall countersign each Replacement BLPTA executed by Buyer and the applicable Project Participant within ten (10) Business Days after Buyer's delivery of such Replacement BLPTAs to Seller; *provided* that until the Replacement BLPTAs have been executed by Seller and all applicable Project Participants, the prior agreements will remain in effect.

ARTICLE VI
PURCHASE AND SALE OF POWER

Section 6.1 Purchases by Buyer.

(a) For all Delivered Energy comprised of Facility Energy from a Facility prior to its Commercial Operation Date, Seller shall sell and deliver, and Buyer shall purchase and receive, such Delivered Energy in accordance with Section 3.10.

(b) For all Delivered Energy comprised of Facility Energy from a Facility after its Commercial Operation Date, Seller shall sell and deliver, and Buyer shall purchase and receive, all such Delivered Energy and all Replacement Energy for the price set forth in Section 2 of Appendix A; provided that, in no event shall Buyer be obligated to purchase or receive Delivered Energy in excess of the Maximum Generation unless Buyer shall by notice given to Seller elect to purchase any such Energy in excess of Maximum Generation.

(c) Notwithstanding Section 6.1(b), during the period of time between the day that is one hundred eighty (180) days following the Commercial Operation Date of a Facility and the day that is one (1) day following the date upon which Buyer receives evidence that such Facility is CEC Certified, Buyer may retain a portion of any payment to be made to Seller hereunder associated with the Delivered Energy from such Facility in an amount equal to the positive difference between (1) the price of the Delivered Energy pursuant to Section 6.1(b), and (2) the average of the on-peak and off-peak Energy prices, weighted by the number of hours in the on-peak and off-peak periods, during the month in which the deliveries occurred for Energy that is not from an Eligible Renewable Energy Resource under the RPS, as listed in the Intercontinental Exchange Palo Verde Electricity Price Index or its successor index, or any other index mutually agreed by the Parties. Buyer shall release such retained amount, which shall not be calculated with interest of any kind, within forty-five (45) days following the receipt of evidence satisfactory to Buyer from Seller that the Facility is CEC Certified. Within thirty (30) days after any removal of a Facility under Section 3.11, Seller shall refund to Buyer, for Delivered Energy associated with

such Facility and purchased by Buyer during the first one hundred eighty (180) days following the Commercial Operation Date of such Facility that has not been CEC Certified at the price set forth in paragraph 2 of Appendix A, the positive difference between (1) the price paid by Buyer and (2) the average of the on-peak and off-peak Energy prices, weighted by the number of hours in the on-peak and off-peak periods, during the month or months in which the deliveries of such Delivered Energy occurred for Energy that is not from an Eligible Renewable Energy Resource under the RPS, as listed in the Intercontinental Exchange Palo Verde Electricity Price Index or its successor index, or any other index mutually agreed by the Parties. Upon such removal, Seller shall have no obligation to transfer any Green Attributes related to the Delivered Energy from the removed Facility.

(d) At its sole discretion, Buyer or Project Participants may re-sell or use for another purpose all or a portion of the Facility Energy, Replacement Energy, Capacity Rights, and associated Green Attributes, provided that no such re-sale or use shall relieve Buyer of any obligations hereunder. Buyer shall have exclusive rights to offer, bid, or otherwise submit the Facility Energy, Replacement Energy, Capacity Rights, and associated Green Attributes for resale in the market, and retain and receive any and all related revenues. Buyer has no obligation to purchase from Seller any Facility Energy, Replacement Energy, and associated Green Attributes for which the Facility Energy is not or cannot be delivered to the Points of Delivery as a result of an outage of a Facility, a Force Majeure, curtailments required under a Facility's interconnection agreement, or curtailments required by Buyer due to a System Emergency not resulting from the fault or negligence of Buyer.

Section 6.2 Seller's Failure. Except as provided in Article IX, and except for Energy that is RPS Compliant that is provided by the Transmission Provider pursuant to its tariff in connection with the Transmission Services, in no event shall Seller have the right to procure energy from sources other than the Project for sale and delivery pursuant to this Agreement. Seller shall not sell, deliver or convey any Facility Energy, Capacity Rights, and associated Green Attributes from any Facility to any third-party except as set forth in Section 6.4. If Seller sells any part of any Facility Energy, Capacity Rights, and associated Green Attributes to a third party in violation of Section 6.4 (including in connection with a claimed Force Majeure that does not satisfy the requirements of a Force Majeure in accordance with Section 14.3), Seller shall pay Buyer, within thirty (30) days of such sale all proceeds that Seller receives from such sale.

Section 6.3 Buyer's Failure. Unless excused by Force Majeure or Seller's failure to perform its obligations under this Agreement, if Buyer fails to receive at the Points of Delivery all or any part of any Facility Energy required to be received by Buyer under this Article VI, Article VIII, or Article IX, Buyer shall pay Seller, within thirty (30) days of Seller's written request therefor, an amount for each MWh of such deficiency equal to the positive difference, if any, obtained by subtracting the Sales Price from the price per MWh that would have been payable by Buyer for the Energy and Green Attributes not received by Buyer. Seller shall provide Buyer prompt written notice of the Sales Price together with back-up documentation.

Section 6.4 Sales to Third Parties. Seller may sell to Persons other than Buyer (i) any Facility Energy and associated Green Attributes in excess of Maximum Generation not purchased by Buyer in accordance with Section 6.1, and (ii) any Facility Energy, Capacity Rights, and associated Green Attributes that Seller is unable to deliver to Buyer due to Force Majeure declared

by Buyer or Seller that either prevents Seller from delivering to Buyer the Facility Energy, Capacity Rights, and associated Green Attributes, or that prevents Buyer from receiving the Facility Energy, Capacity Rights, and associated Green Attributes. Except as provided above in this Section 6.4, Seller shall not sell or otherwise transfer any Facility Energy, Capacity Rights, or associated Green Attributes to any Person other than Buyer during the Delivery Term, except for any Facility Energy (excluding any associated RECs or Capacity Rights) that is Imbalance Energy transferred or sold pursuant to the terms of a Transmission Provider's tariff.

Section 6.5 Nature of Remedies. The damages that Buyer would incur as a result of Seller's failure as described in Section 6.2 or that Seller would incur as a result of Buyer's failure as described in Section 6.3 would be difficult or impossible to predict with certainty, and it is impractical and difficult to assess actual damages in those circumstances, but the liquidated damages set forth in Section 6.2 and Section 6.3 are fair and reasonable calculations of such damages. The remedy set forth in Section 6.2 is in addition to, and not in lieu of, any other right or remedy of Buyer under this Agreement for failure of Seller to sell and deliver Energy and Green Attributes as and when required by this Agreement. The remedy set forth in Section 6.3 is in addition to any other right or remedy of Seller for any failure by Buyer to receive Energy as and when required by this Agreement.

ARTICLE VII
TRANSMISSION AND SCHEDULING; TITLE AND RISK OF LOSS

Section 7.1 In General. Seller shall arrange and be responsible for any Transmission Services required to deliver Facility Energy or Replacement Energy to the Point of Delivery and shall Schedule or arrange for Scheduling services with its Transmission Providers to deliver the Facility Energy or Replacement Energy to the Point of Delivery. Seller shall have no obligations or liability in respect of Facility Energy or Replacement Energy after the Point of Delivery (as to Transmission Services or otherwise).

Section 7.2 Scheduling of Energy.

(a) Seller shall be the Scheduling Coordinator or designate a qualified third party to provide Scheduling Coordinator services with the CAISO for the Project for the delivery of Delivered Energy to the Point of Delivery, and bid the Delivered Energy into the Day-Ahead Market and the Real-Time Market consistent with Prudent Operating Practice. Seller shall perform or cause to be performed all scheduling and transmission activities in compliance with (i) the CAISO Tariff, (ii) WECC scheduling practices, and (iii) Prudent Operating Practice. The Parties agree to communicate and cooperate as necessary in order to address any scheduling or settlement issues as they may arise, and to work together in good faith to resolve them in a manner consistent with the terms of the Agreement. Seller (as the Project's Scheduling Coordinator) shall ensure that all Delivered Energy and Replacement Energy is electronically tagged (e-tagged) in accordance with Generally Accepted Utility Practice. Seller shall comply with any requirements of the CPUC, CEC, WREGIS and CARB, as applicable, with respect to documenting and reporting E-tags, including, as applicable, requirements to match E-tags to WREGIS Certificate creation. In addition to Seller's requirements under Section 8.4, Seller shall provide additional information as reasonably requested by Buyer on E-tags or as reasonably necessary to facilitate Buyer's members' reporting requirements under the RPS.

(b) As Scheduling Coordinator for the Project, Seller shall be responsible for all CAISO costs, including without limitation, all penalties, Imbalance Energy charges, and other charges, and shall be entitled to all CAISO revenues, including without limitation, credits, Imbalance Energy payments, and revenues associated with CAISO dispatches, bid cost recovery, Inter-SC Trade (as defined in the CAISO Tariff) credits, or other credits in respect of the Delivered Energy. Seller shall be responsible for all CAISO penalties resulting from any failure by Seller to abide by the CAISO Tariff or the outage notification requirements set forth in this Agreement. The Parties agree that any Availability Incentive Payments (as defined in the CAISO Tariff) are for the benefit of Seller and for Seller's account and that any Non-Availability Charges (as defined in the CAISO Tariff) are the responsibility of Seller and for Seller's account. In addition, if during the Delivery Term, the CAISO implements or has implemented any sanction or penalty related to scheduling, outage reporting, or generator operation, the cost of such sanctions or penalties arising from the scheduling, outage reporting, or generator operation of the Facility shall be the Seller's responsibility.

(c) Seller (as the Project's Scheduling Coordinator) shall be responsible for all settlement functions with the CAISO related to the Project. Seller or its Affiliates shall also fulfill the contractual, metering, and interconnection requirements so as to be able to deliver Facility Energy and Replacement Energy to the Points of Delivery.

(d) At least forty-five (45) days before the first anticipated Commercial Operation Date and no later than forty-five (45) days before the beginning of each Contract Year, Seller or Seller's designee shall provide, or cause to be provided, a non-binding forecast of each month's average-day deliveries of Facility Energy and Replacement Energy, by hour, for the following eighteen (18) months.

(e) At least ten (10) days before the first anticipated Commercial Operation Date and no later than ten (10) Business Days before the beginning of each month during the Delivery Term, Seller or Seller's designee shall provide, or cause to be provided, a non-binding forecast of each day's average deliveries of Facility Energy and Replacement Energy, by hour, for the following month to Buyer at the addresses for scheduling notices set forth in Appendix C.

(f) By 4:30 a.m. on the Business Day immediately preceding each day of delivery of Facility Energy during the Delivery Term, Seller or Seller's designee shall cause Seller's Scheduling Coordinator to provide Buyer with a copy of a non-binding hourly forecast of deliveries of Facility Energy and Replacement Energy for each hour of the immediately succeeding day. A forecast provided a day prior to any non-Business Day shall include forecasts for the immediate day, each succeeding non-Business Day and the next Business Day. Seller shall provide Buyer with a copy of any updates to such forecast indicating a change in forecasted Facility Energy and Replacement Energy from the then current forecast at the addresses for scheduling notices set forth in Appendix C.

(g) By 12:00 p.m. on the normal Business Day prior to each pre-scheduling day as identified in the WECC pre-scheduling calendar, Seller shall provide Buyer via email, at the addresses for scheduling notices set forth in Appendix C, day-ahead pre-schedules for each of the succeeding twenty-four (24) hours in the form of an excel spreadsheet. Seller shall notify Buyer

or Buyer's Agent via telephone of any hourly changes due to a change in unit availability or an outage no later than one-hundred five (105) minutes prior to the start of such Scheduling hour.

(h) Throughout the Delivery Term, Seller shall provide to Buyer and Project Participants, if requested by the applicable Project Participant, access to the supervisory control and data acquisition ("***SCADA***") system of each Facility to the extent necessary to allow Buyer and those Project Participants who have requested access to obtain the following data on a real-time basis: for each Facility that has achieved Commercial Operation, read-only access to megawatt capacity and any other facility availability information; read-only access to energy output information collected by the SCADA system for the Facility; provided that if Buyer is unable to access the Facility's SCADA system, then upon written request from Buyer, Seller shall provide energy output information to Buyer in four (4)-second intervals in the form of a flat file to Buyer through a secure file transport protocol (FTP) system with an e-mail back-up for each flat file submittal; and read-only access to all electricity, production, and consumption data from the Electric Metering Devices.

Section 7.3 Costs. Seller shall be responsible for any costs or charges imposed on or associated with the delivery and scheduling of Facility Energy to the Points of Delivery.

Section 7.4 Curtailment Required by Buyer; Market Curtailment Periods. Seller shall reduce deliveries of Energy for (a) curtailments required under a Facility's interconnection agreement or (b) curtailments required by Buyer due to a System Emergency not resulting from the fault or negligence of Buyer, and Seller may reduce deliveries of Energy in the event of a Market Curtailment Period; provided that, for any curtailed Energy resulting from a Market Curtailment Period, Buyer will pay Seller for such curtailed Energy as set forth in Section 3 of Appendix A. During the Delivery Term, the Parties shall estimate the amount of curtailed Energy for each such curtailment event by multiplying (i) the arithmetic average of the applicable Facility's metered output rate, in MW, immediately before and after such curtailment event, by (ii) the duration of such curtailment event. The Parties shall use the curtailed Energy estimate for the purpose of determining Seller's compliance towards Guaranteed Generation, and, solely with respect to curtailed Energy resulting from a Market Curtailment Period, for purposes of calculating any payments due from Buyer to Seller pursuant to Section 3 of Appendix A. For the avoidance of doubt, Buyer shall be obligated to take delivery of and pay for all Delivered Energy, except that Buyer shall not be obligated to take delivery of and pay for Energy to the extent that such Energy exceeds the Maximum Generation and Buyer has not elected to purchase such Energy as provided in Section 6.1.

Section 7.5 Curtailment of Seller's Transmission Services. In the event of the curtailment or other interruption of the Transmission Services utilized pursuant to the Agreement that prevents Seller from delivering Facility Energy to the Primary Point of Delivery, Seller shall, subject to the last sentence of this Section 7.5, upon furnishing notice as soon as practicable to Buyer obtain alternate Transmission Services complying with the requirements of the Agreement utilizing other Transmission System or Systems for delivery of the Facility Energy to such Primary Point of Delivery or the Alternate Points of Delivery during the period of such curtailment or other interruption of such Transmission Services. Seller shall provide Buyer with advance notice, at the addresses for general notices set forth in Appendix C, of the end of the period of such curtailment or interruption and the restoration of the Transmission Services pursuant to the Agreement for the

delivery of the Facility Energy to the Primary Point of Delivery. This Section 7.5 shall (i) not obligate Seller to utilize such alternate Transmission Services or Alternate Points of Delivery, as applicable, and (ii) not preclude Seller from claiming Force Majeure under Section 14.6, unless such alternate Transmission Services or Alternate Points of Delivery, as applicable, are available at costs that do not exceed six dollars per MWh ($6/MWh), or such alternate Transmission Services shall be available at costs that exceed six dollars per MWh ($6/MWh) and Buyer agrees to pay the amount of such excess.

Section 7.6 Title; Risk of Loss. As between the Parties, Seller shall be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of Facility Energy prior to a Point of Delivery, and Buyer shall be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of Facility Energy at and from such Point of Delivery. Seller shall deliver all Facility Energy, Capacity Rights, and Green Attributes to Buyer free and clear of all Liens created by any Person other than Buyer. Title to and risk of loss as to all Facility Energy, Capacity Rights, and Green Attributes shall pass from Seller to Buyer at the respective Points of Delivery.

ARTICLE VIII
GREEN ATTRIBUTES; RPS COMPLIANCE

Section 8.1 Transfer of Green Attributes. For and in consideration of Buyer entering into this Agreement, and in addition to the agreement by Buyer and Seller to purchase and sell Facility Energy on the terms and conditions set forth herein, subject to Section 6.4, Seller shall transfer to Project Participants, and Project Participants shall receive from Seller, all right, title, and interest in and to all Green Attributes, whether now existing or acquired by Seller or that hereafter come into existence or are acquired by Seller during the Delivery Term, for all Facility Energy and Replacement Energy. Seller agrees to transfer and make such Green Attributes available to Project Participants immediately to the fullest extent allowed by applicable law upon Seller's production or acquisition of the Green Attributes. Seller shall not assign, transfer, convey, encumber, sell or otherwise dispose of all or any portion of such Green Attributes to any Person other than Project Participants or attempt to do any of the foregoing with respect to any of the Green Attributes. The consideration for the transfer of Green Attributes is contained within the relevant prices for Delivered Energy under Articles VI and IX and Appendix A.

Section 8.2 Reporting of Ownership of Green Attributes. During the Delivery Term, Seller shall not report to any Person that the Green Attributes granted hereunder to Project Participants belong to any Person other than Buyer, and Buyer may report under any program that such Green Attributes purchased hereunder belong to it.

Section 8.3 Green Attributes. Upon Buyer's request, Seller shall take all reasonable actions and execute all documents or instruments as are reasonable and necessary under applicable law, bilateral arrangements or other voluntary Green Attribute programs of any kind, as applicable, to maximize the attribution, accrual, realization, generation, production, recognition and validation of Green Attributes throughout the Delivery Term. Upon request of Buyer, Seller shall submit, a Green-e® Energy Tracking Attestation Form ("***Attestation***") for Delivered Energy to the Center for Resource Solutions ("***CRS***") at https://www.tfaforms.com/4652008 or its successor. The Attestation shall be submitted in accordance with the requirements of CRS and shall be submitted

within thirty (30) days of Buyer's request or the last day of the month in which the applicable Delivered Energy was generated, whichever is later.

Section 8.4 Use of Accounting System to Transfer Green Attributes.

(a) In furtherance and not in limitation of Section 8.3, Seller shall use WREGIS or any successor system to evidence the transfer of any Green Attributes considered RECs under applicable law or any voluntary program ("***WREGIS Certificates***") associated with Facility Energy or Replacement Energy in accordance with WREGIS reporting protocols. Prior to the Commercial Operation Date for a Facility, Seller shall establish an account with WREGIS and commence registration of such Facility with WREGIS. After each Facility is registered with WREGIS, at Buyer's option, Seller shall transfer WREGIS Certificates using the Forward Certificate Transfer method, as described in WREGIS Operating Rules, from Seller's WREGIS account to up to ten (10) Project Participant WREGIS accounts, as designated by Buyer; provided, however, that Buyer shall have identified such accounts by written notice to Seller delivered no later than ten (10) days prior to the Commercial Operation Date for such Facility.

(b) Seller shall be responsible for the WREGIS expenses associated with registering each Facility, maintaining its account, WREGIS Certificate issuance fees, and transferring WREGIS Certificates to Project Participants, and Project Participants shall be responsible for the WREGIS expenses associated with maintaining their accounts and any subsequent transferring or retiring of WREGIS Certificates.

(c) Forward Certificate Transfers shall occur monthly based on the certificate creation timeline established by the WREGIS Operating Rules. Since WREGIS Certificates will only be created for whole MWh amounts of Delivered Energy or Replacement Energy, any fractional MWh amounts (i.e., kWh) will be carried forward until sufficient generation is accumulated for the creation of a WREGIS Certificate. Seller shall, at its sole expense, ensure that the WREGIS Certificates for a given calendar month correspond with the Delivered Energy and Replacement Energy for such calendar month, as evidenced by the Facility's or Replacement Unit's metered data, as applicable, and, unless otherwise agreed by Buyer, matching E-Tags. WREGIS Certificates must be matched with E-Tags, unless otherwise agreed by Buyer. Seller shall ensure that no WREGIS Certificates are transferred to a Project Participant's WREGIS Account unless they are the result of Delivered Energy or Replacement Energy and matched with E-Tags. WREGIS Certificates without matching E-Tags will be rejected.

(d) A "***WREGIS Certificate Deficit***" means any deficit or shortfall in WREGIS Certificates delivered to Buyer for a calendar month as compared to the Delivered Energy and Replacement Energy for the same calendar month caused by an error or omission of Seller. If any WREGIS Certificate Deficit is caused, or the result of any action or inaction by Seller, then the aggregate amount of Delivered Energy and Replacement Energy in the month of a WREGIS Certificate Deficit shall be reduced by the amount of the WREGIS Certificate Deficit for purposes of calculating Buyer's payment to Seller under Article XI and Shortfall Energy for the applicable Contract Year; provided, however, that such adjustment shall not apply to the extent that Seller resolves the WREGIS Certificate Deficit within ninety (90) days after the month of such WREGIS Certificate Deficit. Without limiting Seller's obligations under this Section 8.4, if a WREGIS Certificate Deficit is caused solely by an error or omission of WREGIS, the Parties shall cooperate

in good faith to cause WREGIS to correct its error or omission. Seller shall be responsible for, at its expense, validating and disputing data with WREGIS prior to WREGIS Certificate creation each month. Buyer shall take all necessary actions to facilitate the transfer of Green Attributes as provided above, including accepting any transfer requests made by Seller through WREGIS in accordance with the foregoing. Notwithstanding any other provision of this Section 8.4, in the event that WREGIS is not in operation, Seller shall document the production and transfer of RECs under this Agreement by delivering to Buyer an attestation for the RECs produced by each Facility, or Replacement Energy, measured in whole MWh, or by such other method as Buyer shall designate, in accordance with the form set forth in Appendix P and the Parties shall cooperate to complete the transfer of WREGIS Certificates for the benefit of Buyer or Buyer's designees as soon as reasonably possible. Buyer shall take all necessary actions to facilitate the transfer of Green Attributes as provided above, including accepting any transfer requests made by Seller through WREGIS in accordance with the foregoing.

Section 8.5 Further Assurances. At Buyer's request, the Parties shall execute all such documents and instruments and take such other action in order to effect the transfer of the Green Attributes specified in this Agreement to Buyer's designees and to maximize the attribution, accrual, realization, generation, production, recognition and validation of Green Attributes throughout the Delivery Term as Buyer may reasonably request. If WREGIS changes the WREGIS Operating Rules after the Effective Date or applies the WREGIS Operating Rules in a manner inconsistent with this Section 8.5 after the Effective Date, the Parties promptly shall modify Section 8.4 as reasonably required to cause and enable Seller to transfer to Buyer's designees a quantity of WREGIS Certificates for each given calendar month that corresponds to the Delivered Energy and Replacement Energy delivered in the same calendar month; provided, however, that Seller's obligations under Section 8.4 shall be subject to the Compliance Expenditure Cap, in accordance with Section 8.6(c).

Section 8.6 RPS Compliance.

(a) Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource ("ERR") as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC 6].

(b) The term "commercially reasonable efforts" as used in Section 8.6(a) and in Section 8.6(e) means Seller's compliance with Section 8.6(c) and (d), below. The term "Project" as used in Section 8.6(a) means each Facility included in the Project.

(c) If (i) a Change in Law occurring after the Effective Date has increased Seller's known or reasonably expected costs (A) to cause any Facility, its Facility Energy or the associated Green Attributes to be RPS Compliant or to obtain, maintain, convey or effectuate Buyer's use of any Green Attributes, or (B) to cause any Facility to be or to remain a Firm Clean Resource, or (ii) a change in WREGIS Operating Rules after the Effective Date increases Seller's

costs to comply with its obligations under Section 8.4 (the obligations set forth in the foregoing clauses (i) and (ii) collectively, "***Compliance Obligations***"), then the Parties agree that the maximum aggregate amount of out-of-pocket costs and expenses ("***Compliance Costs***") that Seller shall be required to bear during the Delivery Term with respect to each affected Facility to comply with all of such Compliance Obligations shall be capped at [redacted] of the Facility Net Capacity of the applicable affected Facility ("***Compliance Expenditure Cap***"). Seller's internal administrative costs associated with obtaining, maintaining, conveying or effectuating Buyer's use of (as applicable) any Product are excluded from the Compliance Expenditure Cap.

(d) Any actions required for Seller to comply with its obligations set forth in Section 8.6(c) above, the Compliance Costs of which will be included in the Compliance Expenditure Cap, shall be referred to collectively as the "***Compliance Actions***." If Seller reasonably anticipates the need to incur Compliance Costs in excess of the Compliance Expenditure Cap in order to take any Compliance Action, then Seller shall provide written notice to Buyer of such anticipated Compliance Costs. Buyer will have sixty (60) days to evaluate such notice (during which time period Seller is not obligated to take any Compliance Actions described in the notice) and shall, within such time, either (i) agree to reimburse Seller for all or some portion of the Compliance Costs that exceed the Compliance Expenditure Cap, as applicable (such Buyer-agreed upon costs, the "***Accepted Compliance Costs***"), or (ii) waive Seller's obligation to take such Compliance Actions, or any part thereof for which Buyer has not agreed to reimburse Seller. If Buyer does not respond to a notice given by Seller under this Section 8.6(d) within sixty (60) days after Buyer's receipt of same, Buyer shall be deemed to have waived its rights to require Seller to take the Compliance Actions that are the subject of the notice, and Seller shall have no further obligation to take, and no liability for any failure to take, the Compliance Actions that are the subject of the notice for the remainder of the Term. If Buyer agrees to reimburse Seller for the Accepted Compliance Costs, then Seller shall take such Compliance Actions covered by the Accepted Compliance Costs as agreed upon by the Parties and Buyer shall reimburse Seller for Seller's actual costs to effect the Compliance Actions, not to exceed the Accepted Compliance Costs, within sixty (60) days from the time that Buyer receives an invoice and documentation of such costs from Seller.

(e) Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC REC-1].

(f) Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract. [STC REC-2].

(g) The phrase "such Facility qualifies and is certified by the CEC as an Eligible Renewable Energy Resource" as used in Section 8.6(a) means "such Facility qualifies and is CEC Pre-certified or CEC Certified as an Eligible Renewable Energy Resource."

Section 8.7 Solar Generating Capacity Serving Parasitic Load. Seller has the right, but not the obligation, to install and operate solar generating capacity behind a Facility's Electric Metering Devices at any Site for purposes of providing some or all of such Facility's Parasitic Load, in which case the geothermal Energy generated by such Facility that would have otherwise served the Parasitic Load shall for purposes of this Agreement constitute Facility Energy from such Facility and shall be sold to Buyer in accordance with the provisions of this Agreement; provided, that Seller shall ensure that such solar generation (i) is only used to serve Parasitic Load associated with the applicable Facility, and (ii) is not delivered to Buyer for sale hereunder. Buyer acknowledges that using on-site solar generation to supply the applicable Facility's Parasitic Load will result in an increase in Delivered Energy and associated Green Attributes delivered by Seller hereunder by reducing station use, and Buyer agrees that such increase in Delivered Energy and associated Green Attributes will be sold to Buyer in accordance with the terms of this Agreement.

ARTICLE IX
MAKEUP OF SHORTFALL ENERGY

Section 9.1 Makeup of Shortfall. During each Contract Year, all Delivered Energy during such Contract Year shall first be applied to the determination of whether Seller has delivered the Guaranteed Generation. Except to the extent caused by a Force Majeure (but subject to the provisions of Section 14.6(a) providing that the obligations of Seller with respect to satisfaction of Guaranteed Generation under this Article IX not satisfied due to Force Majeure are not excused, but such required delivery shall be extended for the duration of the Force Majeure), or except for curtailment under Section 7.4 or Buyer's failure to accept Facility Energy in accordance with this Agreement, if Seller fails during any Contract Year to deliver Delivered Energy in an amount equal to the Guaranteed Generation, then Seller shall make-up that shortfall of Delivered Energy (such shortfall between the Guaranteed Energy and the Delivered Energy, "***Shortfall Energy***") in the same Contract Year in accordance with this Article IX.

Section 9.2 Replacement Energy. Seller may reduce the amount of Shortfall Energy by providing Replacement Energy in the same Contract Year. The Replacement Energy shall be delivered to Buyer at the Points of Delivery on a delivery schedule reasonably approved by Buyer and consistent with the Project's historic delivery profile. As employed in this Agreement, "***Replacement Energy***" means Energy and associated Green Attributes that is produced by a Replacement Unit (a) for which Seller has obtained rights to sell prior to the time that the Energy and associated Green Attributes have been generated, (b) that Seller has not sold or transferred to any other person or entity, (c) that is free and clear of all encumbrances, (d) that includes Green Attributes that have the same value and the same vintage with respect to the timeframe for retirement of such Green Attributes as the Green Attributes that would have been generated by the Project during the period for which the Replacement Energy is being provided; and (e) that is transferred to Buyer in real time.

Section 9.3 Shortfall Liquidated Damages. To the extent Seller is unable to procure sufficient Replacement Energy to make up any remaining Shortfall Energy within the same

Contract Year, Seller shall pay Buyer, as liquidated damages, an amount for each MWh of remaining Shortfall Energy equal to the positive difference, if any, obtained by subtracting the amount that Buyer would have paid had Project Energy equal to the amount of Shortfall Energy been delivered to the Points of Delivery from the Replacement Price ("***Shortfall Liquidated Damages***"). The Shortfall Liquidated Damages payable under this Section 9.3 shall be payable in lieu of actual damages, shall be guaranteed as to payment by the Delivery Term Security, and, notwithstanding any other provision of this Agreement, other than Buyer's remedies for a Default by Seller under Section 13.1(f), Shortfall Liquidated Damages shall be Buyer's sole remedy, and Seller's sole liability, for Seller's failure to deliver Facility Energy and the associated Green Attributes and Replacement Energy and associated Green Attributes as provided under Sections 9.1 and 9.2, above. The Parties acknowledge and agree that (i) the damages that Buyer would incur due to shortfalls in Delivered Energy would be difficult or impossible to predict with certainty, and (ii) it is impractical and difficult to assess actual damages in those circumstances and, therefore, Shortfall Liquidated Damages are a fair and reasonable calculation of such damages.

ARTICLE X
CAPACITY RIGHTS

Section 10.1 Purchase and Sale of Capacity Rights.

(a) For and in consideration of Buyer entering into this Agreement, and in addition to the agreement by Buyer and Seller to purchase and sell Facility Energy and Green Attributes on the terms and conditions set forth in this Agreement, Seller hereby transfers to Buyer, and Buyer hereby accepts from Seller, all of the Capacity Rights, subject to Section 6.4. The consideration for the transfer of Capacity Rights is contained within the relevant prices for Facility Energy. In no event shall Buyer have any obligation or liability whatsoever for any debt pertaining to any Facility by virtue of Buyer's ownership of the Capacity Rights or otherwise

(b) Prior to Commercial Operation of each Facility, Seller either shall qualify each such Facility as a Pseudo-Tie Resource or a Dynamically Scheduled Resource with the CAISO pursuant to the CAISO's New Resource Implementation process (as defined in the CAISO Tariff) and Seller shall maintain each Facility as either a Pseudo-Tie Resource or a Dynamically Scheduled Resource in compliance with the CAISO Tariff throughout the Delivery Term.

(c) Buyer shall cause the Project Participants to use commercially reasonable efforts to maintain the Import Capability necessary to import the Guaranteed Net Qualifying Capacity from the Project into the CAISO. Seller shall use commercially reasonable efforts to support Buyer and Project Participants in obtaining such Import Capability. To the extent Project Participants do not or cannot maintain Import Capability necessary to support the importation of the Guaranteed Net Qualifying Capacity into the CAISO for reasons other than a Seller failure under this Agreement or the inability of Seller to maintain each Facility as either a Pseudo-Tie Resource or a Dynamically Scheduled Resource, the Capacity Attributes that are not imported or that cannot be imported shall constitute Deemed Delivered RA.

(d) No later than the Notification Deadline corresponding to each Showing Month of the Delivery Term, Seller shall submit, or cause each Facility's Scheduling Coordinator

to submit, Supply Plans to identify and confirm the Resource Adequacy Benefits provided to Project Participants for each Showing Month from each Facility.

(e) Resource Adequacy Benefits are delivered and received when the CIRA Tool shows that the Supply Plans for each Project Participant for each Facility have been accepted by the CAISO. If CAISO rejects either the Supply Plans or Project Participants' Resource Adequacy Plans with respect to any part of the Resource Adequacy Benefits in any Showing Month, the Parties will confer, make such corrections as are necessary for acceptance, and resubmit the corrected Supply Plans or Resource Adequacy Plans for validation before the applicable Notification Deadline for the relevant Showing Month.

(f) If Seller anticipates that it will have an RA Shortfall Month, Seller may provide Replacement RA in the amount of (i) the Guaranteed Net Qualifying Capacity with respect to such Showing Month, *minus* (ii) the expected Net Qualifying Capacity that is able to be included in the Supply Plans for the Project Participants for such Showing Month *plus* any Deemed Delivered RA; *provided*, that any Replacement RA is communicated in the form of Appendix Q by Seller to Buyer no later than the Notification Deadline.

(g) Notwithstanding anything to the contrary in this Agreement, Seller shall be permitted to reduce deliveries of Capacity Attributes and Resource Adequacy Benefits during any Force Majeure Event that results in Seller's inability, despite the use of commercially reasonable efforts, to deliver Facility Energy to the Points of Delivery.

Section 10.2 Representation Regarding Ownership of Capacity Rights. Subject to Section 6.4, Seller shall not assign, transfer, convey, encumber, sell or otherwise dispose of any of the Capacity Rights to any Person other than the Project Participants or attempt to do any of the foregoing with respect to any of the Capacity Rights. Seller shall not report to any Person that any of the Capacity Rights belong to any Person other than Buyer (or at Buyer's designation, the Project Participants).

Section 10.3 Resource Adequacy Failure.

(a) For each RA Shortfall Month, Seller shall pay to Buyer as liquidated damages the RA Deficiency Amount, as set forth in Section 10.3(b), and/or provide Replacement RA, as set forth in Section 10.1(f), in each case, as the sole remedy for Capacity Attributes that Seller fails to convey to the Project Participants from each Facility.

(b) For each RA Shortfall Month, Seller shall pay to Buyer an amount (the "***RA Deficiency Amount***") equal to the product of (i) the difference, expressed in kW, of (A) the then applicable Guaranteed Net Qualifying Capacity, *minus* (B) the Net Qualifying Capacity included in the Supply Plans for the Project Participants (or any subsequent purchasers to whom Project Participants have resold Capacity Attributes), *plus* any Replacement RA that was able to be included in the Supply Plans for such Showing Month for the Project Participants (or any subsequent purchasers to whom Project Participants have resold Capacity Attributes) and any Deemed Delivered RA, *multiplied by* (ii) the lower of (A) thirteen dollars and fifty cents ($13.50) per kW-month, or (B) the sum of the CPM Soft Offer Cap and the RA Penalties paid or required

to be paid Project Participants for RAR applicable to the RA Deficiency Amount for such RA Shortfall Month.

Section 10.4 CPUC Mid-Term Reliability Requirements.

(a) Seller acknowledges that Buyer intends for this product to comply with mandatory procurement obligations for incremental capacity pursuant to CPUC D.21-06-035. Seller represents and warrants to Buyer that commencing on the Effective Date and continuing throughout the Agreement Term:

(i) The Agreement includes the exclusive right to claim the Guaranteed Net Qualifying Capacity of the Facility as an incremental resource for purposes of CPUC D.21-06-035;

(ii) Seller has not and will not sell, assign, or transfer the right to claim any Facility as an incremental resource for purposes of CPUC D.21-06-035 to any other person or entity; and

(iii) Seller will reasonably cooperate with Buyer to ensure the Agreement will meet the procurement mandates set forth in CPUC D.21-06-035.

(b) In furtherance of any compliance and reporting obligations related to the foregoing, and without limiting Seller's obligations under any other provision of this Agreement, Seller agrees to provide documentation reasonably requested by Buyer in connection with such compliance obligations, including but not limited to the following:

(i) Evidence of interconnection, site control, notice to proceed with construction, and other evidence of construction status and progress towards Commercial Operation;

(ii) Engineering assessments demonstrating that each Facility satisfies the Firm Clean Resource requirements; and

(iii) Any other engineering assessments, contractual support, or relevant information required or requested by the CPUC pursuant to CPUC D.21-06-035 and any other applicable requirements of CPUC D.21-06-035 as such decision has been interpreted by the CPUC in public guidance documents or other public communications.

ARTICLE XI
BILLING; PAYMENT; AUDITS; METERING; POLICIES

Section 11.1 Billing and Payment. Billing and payment for all Delivered Energy, Green Attributes, and Capacity Rights shall be as set forth in this Article XI.

Section 11.2 Calculation of Delivered Energy; Invoices and Payment.

(a) **Delivered Quantity**. For each month during the Agreement Term, commencing with the first month in which Energy is delivered by Seller to and received by Buyer

under this Agreement, Seller shall calculate the amount of Energy so delivered and received during such month as determined (i) in the case of Delivered Energy, from recordings produced by the Electric Metering Devices maintained pursuant to Section 11.6, at or near midnight on the last day of the month in question, (ii) in the case of a Market Curtailment Period, the amount of curtailed Energy determined pursuant to Section 7.4, and (iii) in the case of Replacement Energy, the amount in MWh actually supplied by Seller pursuant to Section 9.2, as measured by metering equipment approved by Buyer in its reasonable discretion. Seller shall measure the amount of Delivered Energy using the Electric Metering Devices. All Electric Metering Devices will be operated pursuant to applicable CAISO-approved calculation methodologies and maintained as Seller's cost.

(b) **Invoice**. Not later than the tenth (10th) day of each month, commencing with the month next following the month in which Energy is first delivered by Seller and received by Buyer under this Agreement, Seller shall deliver to Buyer an invoice showing the amount of Energy delivered by Seller for each Facility of the Project and received by Buyer, or curtailed Energy during a Market Curtailment Period, during the preceding month (with a separate allocation for each Facility and any Replacement Energy), Seller's computation of the amount due Seller in respect thereof for Delivered Energy, including start-up and test Energy consistent with Section 3.10, for curtailed Energy resulting from a Market Curtailment Period, and for Replacement Energy, in each case in accordance with Appendix A. Seller shall deliver to Buyer with each monthly invoice copies of the recordings and data from the Electric Metering Devices that support the calculations of Energy and Green Attributes included in the invoice for such month. Each invoice shall include (a) a reconciliation in .xlsx format of hourly meter data, E-Tag data and associated calculations, including the lesser of each by hour, in a format reasonably requested by Buyer, plus any additional data as may be reasonably required by Buyer for compliance with CPUC reporting obligations, including pursuant to the CPUC's Energy Division *Portfolio Content Category Classification Review Handbook* (or successor publication); (b) a statement of the quantity of WREGIS Certificates transferred during the prior month that have been matched with E-Tags, including as associated with the Dynamic Schedules, and (c) any additional information reasonably requested by Buyer. Buyer may reconcile invoices using meter data made available through Section 11.6(d). Monthly invoices shall be sent to the address set forth in Appendix C or such other address as Buyer may provide to Seller. Buyer shall not be required to make invoice payments if the invoice is received more than six (6) months after the billing period, unless Seller's delay in delivering the invoice is due to one or more events of Force Majeure. Each invoice shall show the title of the Agreement and, if applicable, the Agreement number, the name, address and identifying information of Seller and the identification of material, equipment, or services covered by the invoices. To the extent applicable in accordance with Section 8.4, Seller shall deliver to Buyer attestations of Green Attributes concurrently with the monthly invoices sent pursuant to this Section 11.2(b).

(c) **Payment**. Not later than the thirtieth (30th) day after receipt by Buyer of Seller's monthly invoice (or the next succeeding Business Day, if such thirtieth (30th) day is not a Business Day), Buyer shall pay to Seller, by wire transfer of immediately available funds to an account specified by Seller or by any other means agreed to by the Parties from time to time, the amount set forth as due in such monthly invoice, subject to Section 11.3.

Section 11.3 Disputed Invoices. In the event any portion of any invoice is in dispute, the undisputed amount shall be paid when due. The Party disputing a payment shall promptly notify the other Party of the basis for the dispute, setting forth the details of such dispute in reasonable specificity. Disputes shall be discussed by the Authorized Representatives, who shall use reasonable efforts to amicably and promptly resolve the disputes, and any failure to agree shall be subject to resolution in accordance with Section 14.3. Upon resolution of any dispute, if all or part of the disputed amount is later determined to have been due, then the Party owing such payment or refund shall pay within ten (10) days after receipt of notice of such determination the amount determined to be due plus interest thereon at the Interest Rate from the due date until the date of payment. For purposes of this Section 11.3, "***Interest Rate***" shall mean the lesser of (i) two hundred (200) basis points above the per annum prime rate reported daily in The Wall Street Journal, or (ii) the maximum rate permitted by applicable Requirements of Law. Buyer may dispute an invoice at any time within three hundred sixty-five (365) days after Buyer's receipt of the invoice, provided that Buyer provides Seller with a written notification of such dispute, setting forth the details of such dispute in reasonable specificity. If, within three hundred sixty-five (365) days of Buyer's receipt of an invoice, Buyer does not notify Seller in writing of a dispute related to that invoice, Buyer shall be deemed to have waived any dispute related to that invoice and the invoice shall be considered correct and complete.

Section 11.4 Right of Setoff. In addition to any right now or hereafter granted under applicable law and not by way of limitation of any such rights, either Party shall have the right at any time or from time to time without notice to the other Party or to any other Person, any such notice being hereby expressly waived, to set off against any amount due from such Party to the other under this Agreement any amount due from the other Party to it under this Agreement, including any amounts due because of breach of this Agreement or any other obligation.

Section 11.5 Records and Audits. Seller and its Affiliates shall maintain, and shall cause Seller's and its Affiliates' subcontractors and suppliers, as applicable, to maintain, all records pertaining to the management of this Agreement, related subcontracts, and performance of services pursuant to this Agreement (including all billings, costs, metering, and Green Attributes), in their original form, including reports, documents, deliverables, employee time sheets, accounting procedures and practices, records of financial transactions, and other evidence, regardless of form (for example, machine readable media such as disk or tape, etc.) or type (for example, databases, applications software, database management software, or utilities), sufficient to properly reflect all services performed pursuant to this Agreement. If Seller and its Affiliates or Seller's and its Affiliates' subcontractors or suppliers are required to submit cost or pricing data in connection with this Agreement, Seller and its Affiliates shall maintain all records and documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. Buyer and the Authorized Auditors may discuss such records with Seller's officers and independent public accountants (and by this provision Seller authorizes said accountants to discuss such billings and costs), all at such times and as often as may be reasonably requested. All such records shall be retained and shall be subject to examination and audit by the Authorized Auditors, for a period of not less than four (4) years following final payment made by Buyer hereunder or the expiration or termination date of this Agreement, whichever is later. Seller and its Affiliates shall make said records or to the extent accepted by the Authorized Auditors, photographs, micro-photographs, or other authentic reproductions thereof, available to the Authorized Auditors at the Seller's offices located at all

reasonable times and without charge. The Authorized Auditors may reproduce, photocopy, download, transcribe, and the like any such records. Any information provided by Seller and its Affiliates on machine-readable media shall be provided in a format accessible and readable by the Authorized Auditors. Seller shall not, however, be required to furnish the Authorized Auditors with commonly available software. Seller, its Affiliates, and Seller's subcontractors and suppliers, as applicable to the services provided under this Agreement, shall be subject at any time with fourteen (14) days prior written notice to audits or examinations by Authorized Auditors, relating to all billings and to verify compliance with all Agreement requirements relative to practices, methods, procedures, performance, compensation, and documentation. Examinations and audits shall be performed using generally accepted auditing practices and principles. To the extent that the Authorized Auditor's examination or audit reveals inaccurate, incomplete or non-current records, or records are unavailable, the records shall be considered defective. Consistent with standard auditing procedures, Seller shall be provided fifteen (15) days to review the Authorized Auditor's examination results or audit and respond to Buyer's prior to the examination's or audit's finalization and public release. If the Authorized Auditor's examination or audit indicates Seller has been overpaid under a previous payment application, the identified overpayment amount shall be paid by Seller to Buyer within fifteen (15) days of notice to Seller of the identified overpayment. Notwithstanding the foregoing, if the audit reveals that Buyer's overpayment to Seller is more than the greater of $100,000 or five percent (5.0%) of the billings reviewed, Seller shall pay all expenses and costs incurred by the Authorized Auditors arising out of or related to the examination or audit. Such examination or audit expenses and costs shall be paid by Seller to Buyer within fifteen (15) days of notice to the Seller of such costs and expenses. Any information provided by Seller to the Authorized Auditor shall be held by such Authorized Auditor in strict confidence and Seller may require such Authorized Auditor to enter into a reasonable confidentiality agreement prior to the disclosure of information hereunder; provided that the Authorized Auditors shall not be prevented from disclosure of such information to Buyer to the extent such disclosure to Buyer is required to enable Buyer to carry out its rights and responsibilities under this Agreement and Buyer shall treat such information as Confidential Information to the extent provided under Section 14.21.

Section 11.6 Electric Metering Devices.

(a) Delivered Energy shall be measured using Electric Metering Devices installed, owned and maintained by the Seller and its Affiliates. If the Electric Metering Devices are not installed at a Point of Delivery, meters or meter readings shall be adjusted to reflect losses from the Electric Metering Devices to such Point of Delivery. To the extent consistent with the requirements of the Transmission Provider, all Electric Metering Devices used to provide data for the computation of payments shall be sealed and Seller or its designee shall only break the seal when such Electric Metering Devices are to be inspected and tested or adjusted in accordance with this Section 11.6. Seller or its designee shall specify the number, type, and location of such Electric Metering Devices.

(b) Seller, its Affiliates or its designee, at no expense to Buyer, shall inspect and test all Electric Metering Devices upon installation and at least annually thereafter. Seller or its Affiliates shall provide Buyer annual certified test reports for each Facility Electric Metering Device thereafter throughout the duration of the Delivery Term. Seller shall provide Buyer with reasonable advance notice of, and permit a representative of Buyer to witness and verify, such inspections and tests to the extent consistent with the requirements of the Transmission Provider.

Upon request by Buyer, Seller or its designee shall perform additional inspections or tests of any Electric Metering Device and shall allow a qualified representative of Buyer the right to inspect or witness the testing of any Electric Metering Device. The actual expense of any such requested additional inspection or testing shall be borne by Buyer, unless the results of such additional inspection or testing show an inaccuracy greater than one percent (1%), in which case Seller shall bear such costs. Seller shall provide copies of any inspection or testing reports to Buyer. Notwithstanding the foregoing, Seller shall have the right and Buyer shall permit Seller to withhold proprietary information unless such information is reasonably needed by Buyer to evaluate and verify such inspections and tests. In addition, Buyer shall hold any information obtained during or in connection with such inspections and tests in confidence.

(c) If an Electric Metering Device fails to register, or if the measurement made by an Electric Metering Device is found upon testing to be inaccurate by more than one percent (1.0%), an adjustment shall be made correcting all measurements by the inaccurate or defective Electric Metering Device for both the amount of the inaccuracy and the period of the inaccuracy. The adjustment period shall be determined by reference to Seller's check-meters, if any, or as far as can be reasonably ascertained by Seller from the best available data, subject to review and approval by Buyer. If the period of the inaccuracy cannot be ascertained reasonably, any such adjustment shall be for a period equal to one-third of the time elapsed since the preceding test of the Electric Metering Devices. To the extent that the adjustment period covers a period of deliveries for which payment has already been made by Buyer, Buyer shall use the corrected measurements as determined in accordance with this Section 11.6 to recompute the amount due for the period of the inaccuracy and shall subtract the previous payments by Buyer for this period from such recomputed amount. If the difference is a positive number, the difference shall be paid by Buyer to Seller; if the difference is a negative number, that difference shall be paid by Seller to Buyer, or at the discretion of Buyer, may take the form of an offset to payments due to Seller from Buyer. Payment of such difference by the owing Party shall be made not later than thirty (30) days after the owing Party receives notice of the amount due, unless Buyer elects payment via an offset.

(d) Seller shall work with Buyer to establish direct access by the Buyer to interval meter data for purposes of Buyer reconciliation of invoices.

Section 11.7 Taxes. Seller shall be responsible for and shall pay before the due dates therefor, any and all federal, state and local Taxes incurred by it as a result of entering into this Agreement and all Taxes imposed or assessed with respect to each Facility, each Site, or any other assets of Seller, the sale of Facility Energy and Green Attributes and all Taxes related to Seller's income. Buyer shall be responsible for and shall pay before the due dates therefor, any and all federal, state and local Taxes incurred by it as a result of entering into this Agreement and all Taxes imposed or assessed with respect to any assets of Buyer or the purchase of Facility Energy and Green Attributes under this Agreement.

ARTICLE XII
REPRESENTATIONS AND WARRANTIES; COVENANTS OF SELLER

Section 12.1 Representations and Warranties of Buyer. Buyer makes the following representations and warranties to Seller as of the Effective Date:

(a) Buyer is a validly existing California joint powers authority and has the legal power and authority to carry on its business as now being conducted and to enter into this Agreement and each Buyer Ancillary Document and carry out the transactions contemplated hereby and thereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement and all such Buyer Ancillary Documents.

(b) The execution, delivery and performance by Buyer of this Agreement and each Buyer Ancillary Document have been duly authorized by all necessary action, and do not and will not require any consent or approval of Buyer's regulatory or governing bodies, other than that which has been obtained and except as otherwise set forth in this Agreement.

(c) This Agreement and each of the Buyer Ancillary Documents constitute the legal, valid, and binding obligation of Buyer enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors' rights generally or by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.

Section 12.2 Representations, Warranties and Covenants of Seller. Seller makes the following representations and warranties to Buyer as of the Effective Date:

(a) Each of the Seller Parties is a partnership, corporation or limited liability company duly organized, validly existing, and in good standing under the laws of its respective state of incorporation, organization or formation, is qualified to do business in the State of California and to the extent required by the nature or scope of its operations, the State of Nevada, and has the legal power and authority to own and lease its properties, to carry on its business as now being conducted and (in the case of Seller) to enter into this Agreement and (in the case of each Seller Party) each Seller Ancillary Document to which it may be party and, carry out the transactions contemplated hereby and/or thereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement and/or all Seller Ancillary Documents as applicable.

(b) The execution, delivery and performance by the Seller and the Seller Parties of this Agreement and all Seller Ancillary Documents, as applicable, have been duly authorized by all necessary action, and do not and will not require any consent or approval other than those which have already been obtained.

(c) The execution and delivery of this Agreement and all Seller Ancillary Documents, the consummation of the transactions contemplated hereby and thereby and the fulfillment of and compliance with the provisions of this Agreement and the Seller Ancillary Documents by the respective Seller Party, do not and will not conflict with or constitute a breach of or a default under, any of the terms, conditions or provisions of any Requirement of Law, or any organizational documents, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other material agreement or instrument to which the applicable Seller Party is a party or by which it or any of its property is bound, or result in a breach of or a default under any of the foregoing or result in or require the creation or imposition of any Lien upon any of the properties or assets of the applicable Seller Party (except for any Permitted Encumbrances or as

otherwise contemplated or permitted hereby), and each Seller Party has obtained or shall timely obtain all Permits required for the performance of its obligations hereunder and thereunder, as the case may be, and Seller or its Affiliates will timely obtain all Permits required for the operation of the Facility in accordance with Prudent Utility Practices, the requirements of this Agreement, the Seller Ancillary Documents and all applicable Requirements of Law.

(d) Each of this Agreement and the Seller Ancillary Documents constitutes the legal, valid and binding obligation of the respective Seller Party which is party thereto enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors' rights generally or by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(e) There is no pending, or to the knowledge of the Seller, threatened action or proceeding affecting any Seller Party before any Governmental Authority, which purports to affect the legality, validity or enforceability of this Agreement or any of the Seller Ancillary Documents.

(f) None of the Seller Parties is in violation of any Requirement of Law, which violations, individually or in the aggregate, would reasonably be expected to result in a material adverse effect on the business, assets, operations, condition (financial or otherwise) or prospects of any Seller Party, or the ability of any Seller Party to perform any of its obligations under this Agreement or any Seller Ancillary Document.

(g) The respective Seller Parties have (i) not entered into this Agreement or any Seller Ancillary Document with the actual intent to hinder, delay or defraud any creditor, and (ii) received reasonably equivalent value in exchange for their respective obligations under this Agreement and/or the Seller Ancillary Documents. No petition in bankruptcy has been filed against any of the Seller Parties, and none of the Seller Parties have ever made an assignment for the benefit of creditors or taken advantage of any insolvency act for its benefit as a debtor.

(h) With respect to the Delivery Term, Seller has not assigned, transferred, conveyed, encumbered, sold, or otherwise disposed of any Facility Energy, Green Attributes, or Capacity Rights except in connection with Permitted Encumbrances or as otherwise permitted herein.

(i) As of the Effective Date, the organizational structure and ownership of Seller and each Project Company and each Upstream Equity Owner and each Downstream Equity Owner is as set forth on Schedule A.

(j) Subject to Section 8.6(c), Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that each Facility shall qualify as a Firm Clean Resource.

(k) Throughout the Delivery Term, Seller shall maintain Firm Transmission rights sufficient to deliver the Project Net Capacity to the Points of Delivery.

(l) With regard to each Facility that Seller has elected to designate as Pseudo-Tie Resource, throughout the Delivery Term, Seller shall comply with all CAISO Tariff

requirements applicable to Pseudo-Tie Resources, including Appendix N to the Tariff, with respect to such Facility; and with regard to each Facility that Seller has elected to designate as Dynamically Scheduled Resource, throughout the Delivery Term, Seller shall comply with all CAISO Tariff requirements applicable to a Dynamic Resource-Specific System Resource, including Appendix M to the Tariff, with respect to such Facility.

(m) Seller shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, and orders and decrees of any courts or administrative bodies or tribunals, including, without limitation, and employment discrimination laws.

(n) With respect to each Facility that is located in Nevada, the Parties agree that such Facility is not a "public work" as defined by Nevada law, and Seller shall (i) use reasonable efforts to ensure that all employees hired by Seller, and its contractors and subcontractors, that will perform new construction work or provide services at the Site related to new construction work of each Facility are paid wages not less than the rate of such wages then prevailing in the region in which each Facility is located, as determined by the Nevada Labor Commissioner in the manner provided in Nevada Revised Statutes Section 338.030 (as may be amended from time to time), and are paid wages in compliance with Nevada Revised Statutes Section 338.020 (as may be amended from time to time), despite such Facilities not constituting a public work under Nevada law ("***Nevada Prevailing Wage Requirement***"), or (ii) ensure that any new construction work for a Facility contracted by Seller in furtherance of this Agreement shall be conducted using a project labor agreement, community workforce agreement, work site agreement, collective bargaining agreement, or similar agreement providing for terms and conditions of employment with applicable labor organizations ("***Project Labor Agreement***"). To the extent any Facility that is located in Nevada may be eligible for a State of Nevada Renewable Energy Tax Abatement ("***RETA***") agreement pursuant to NRS 701A.300-.390, inclusive, and NAC 701A.500-660, inclusive (the "***RETA Regulations***"), in lieu of complying with the Nevada Prevailing Wage Requirement, should Seller apply for and receive a RETA agreement, Seller may instead opt to comply with the requirements of the RETA Regulations, including the requirements of having a construction workforce comprised of no less than 50% Nevada residents, paying the construction workforce no less than 175% of the statewide average annual wage (as that phrase is defined in the RETA Regulations), and providing a health insurance plan satisfying the applicable requirements of the RETA Regulations. If Seller does not execute a Project Labor Agreement for the construction of a Nevada Facility, at the time of Commercial Operation of such Facility, Seller must certify that it has either complied with the Nevada Prevailing Wage Requirement or the RETA Regulations, and upon Buyer's request, provide US DOL Wage & Hour Division Forms WH 347 to demonstrate such compliance.

(o) With respect to each Facility that is located in California, the Parties agree that such Facility is not a "public work" as defined by California law, and Seller shall (i) use reasonable efforts to ensure that all employees hired by Seller, and its contractors and subcontractors, that will perform new construction work or provide services at the Site related to new construction work of each Facility shall be paid rates as set by the Department of Industrial Relations in accordance with California Labor Code section 1770, as may be amended from time to time ("***California Prevailing Wage Requirement***"), or (ii) ensure that any new construction work for a Facility contracted by Seller in furtherance of this Agreement shall be conducted using a Project Labor Agreement. If Seller does not execute a Project Labor Agreement for the

construction of a California Facility, at the time of Commercial Operation of such Facility, Seller must certify that it has complied with the California Prevailing Wage Requirement, and upon Buyer's request, provide US DOL Wage & Hour Division Forms WH 347 to demonstrate such compliance.

(p) For purposes of Sections 12.2(n) and (o), new construction work does not include: (i) Seller inspections of incoming equipment, supplies, and materials; (ii) any engineering, design, or procurement work; (iii) any work performed by employees of an Original Equipment Manufacturer ("***OEM***") on the OEM's equipment if required by the standard warranty or guarantee for the equipment between the OEM and Seller in order to maintain the warranty or guarantee of such equipment, or as consistent with industry practice; (iv) start-up and commissioning work performed by Seller, OEM, or their contractors or subcontractors; (v) any work after Mechanical Completion of a Facility or any portion of a Facility, including operations, maintenance, and post-completion service and repair work (unless repair work is part of new construction and not repair of an OEM's equipment), or any work performed by Seller's employees, and with respect to the foregoing, "Mechanical Completion" shall mean the relevant portion of the Facility has been certified by the contractor(s) as mechanically complete and turned over to Seller for operation; (vi) any non-construction specialty services, including technical representatives from equipment or design suppliers, project management personnel, and all laboratory work for specialty testing or inspections and all testing or inspection; (vii) any non-construction support services contracted by Seller in connection with this Agreement; (viii) any installation of SCADA components and housing of SCADA systems, control devices, computers or servers; (ix) any off-site manufacturing, purchase, and/or handling of equipment, machinery and items produced in a genuine manufacturing facility and not in yards or lots adjacent to the gathering system; (x) any transportation and delivery of materials and equipment to a Facility, except the transportation of materials from any temporary yards or areas near a Facility or dedicated batch plant constructed solely to supply materials to the Facility construction site; and (xi) any work performed on, near, or leading to a Facility undertaken by state, county, city or local governmental bodies or their contractors, or work performed by public utilities or their contractors.

(q) Seller represents and warrants that it has not and will not knowingly utilize equipment or resources for the construction, operation or maintenance of a Facility that rely on work or services exacted from any person under the threat of a penalty and for which the person has not offered himself or herself voluntarily ("***Forced Labor***"). Seller shall comprehensively implement due diligence procedures for its and its Affiliate's suppliers, subcontractors and other participants in its supply chains, to comply with this prohibition on the use of Forced Labor. Seller shall notify Buyer as soon as it becomes aware of any breach, or potential breach, of its obligations under this Section 12.2(q). Consistent with the business advisory jointly issued by the U.S. Departments of State, Treasury, Commerce and Homeland Security on July 1, 2020, equipment or resources sourced from the Xinjiang region of China are presumed to involve Forced Labor

(r) Neither Seller nor its Affiliates have received notice from or been advised by any existing or potential supplier or service provider that COVID-19 has caused, or is reasonably likely to cause, a delay in the construction of any Facility or the delivery of materials necessary to complete any Facility, in each case that would cause the Minimum Capacity to achieve Commercial Operation later than the Final COD Deadline.

Section 12.3 Covenant of Seller Related to Investments. Seller shall inform all investors in the Seller of the existence of this Agreement and all Seller Ancillary Documents on or before the date of such investment in the Seller.

Section 12.4 Covenants of Seller Related to Tax Equity Financing. Seller shall provide Buyer with at least thirty (30) days' prior written notice of the consummation of a Tax Equity Financing, which notice shall include (i) introductory and contact information about and for any potential Tax Equity Investor, (ii) a summary of the provisions related to, and the structure surrounding, the power to control the management and policies of Seller, and any entity that is jointly-owned by any Upstream Equity Owner and such Tax Equity Investor arising in connection with the Tax Equity Financing, and (iii) a statement of the circumstances under which such provisions and structure could be modified by such Tax Equity Investor.

Section 12.5 Additional Covenants of Seller. Seller and each Seller Party shall, at its expense, take all steps, or Seller shall cause its Affiliates to take all steps, necessary to maintain all Permits, including as set forth in the Facility Specifications for the applicable Facility, required for the performance of such Seller or Seller Party's obligations hereunder and under the Seller Ancillary Documents to which such Seller Party is a party, and for the construction of the Facility, and the operation of the Facility, in accordance with the Requirements.

ARTICLE XIII
DEFAULT; TERMINATION AND REMEDIES; PERFORMANCE DAMAGE

Section 13.1 Default. Each of the following events or circumstances shall constitute a "***Default***" by the responsible Party (the "***Defaulting Party***"):

(a) Payment Default. Failure by either Party to make any payment under this Agreement or any of the Buyer Ancillary Documents, in the case of Buyer, or Seller Ancillary Documents, in the case of Seller, when and as due which is not cured within thirty (30) calendar days after receipt of notice thereof.

(b) Performance Default. Failure by Buyer or Seller to perform any of its other duties or obligations under this Agreement or any of the Buyer Ancillary Documents, in the case of Buyer, or Seller Party Ancillary Documents, in the case of Seller, except for obligations as to which an express remedy is herein provided, when and as required that is not cured within thirty (30) days after receipt of notice thereof; provided that if such failure cannot be cured within such thirty (30) day period, despite reasonable commercial efforts and such failure is not a failure to make a payment when due, the non-performing Party shall have up to ninety (90) days to cure.

(c) Breach of Representation and Warranty. Inaccuracy in any material respect at the time made or deemed to be made of any representation, warranty, certification, or other statement made herein or in any Buyer Ancillary Document, in the case of Buyer, or Seller Ancillary Documents, in the case of Seller, which representation, warranty, certification or other statement is not cured within thirty (30) days after receipt of notice thereof.

(d) Buyer Bankruptcy. Bankruptcy of Buyer.

(e) Seller Bankruptcy. Bankruptcy of Seller.

(f) Shortfall Energy Default. The failure of Seller to deliver in each of two consecutive Contract Years at least fifty percent (50%) of the Guaranteed Generation, which shall be reduced by the amount of Facility Energy that would have been generated and delivered during such Contract Year but for (i) Force Majeure, (ii) Buyer's failure to perform (including Buyer's failure to receive Facility Energy under Section 6.3), or (iii) curtailment pursuant to Section 7.4.

(g) Performance Security Failure. The failure of Seller to maintain or replace the Performance Security in compliance with Section 5.9.

(h) Buyer Financial Covenants. The failure of Buyer, following Project Participant Approval, to maintain Buyer Liability Pass Through Agreements from Project Participants with Liability Shares that total one hundred percent (100%), and such failure is not remedied within thirty (30) days after written notice thereof, or the termination or expiration of the Project Participation Share Agreement.

(i) Insurance Default. The failure of Seller or any Project Company to maintain and provide acceptable evidence of Insurance unless cured within ten (10) days.

(j) Fundamental Change. Except as permitted by Section 14.7 (i) a Party makes an assignment of its rights or a delegation of its obligations under this Agreement (other than as a result of a transaction or series of transactions that does not constitute a Change in Control) or (ii) a Change in Control occurs (whether voluntary or by operation of law).

Section 13.2 Default Remedy.

(a) If Buyer is in Default for nonpayment, subject to any duty or obligation under this Agreement, Seller may continue to provide services pursuant to its obligations under this Agreement; provided that nothing in this Section 13.2(a) shall affect Seller's rights and remedies set forth in this Section 13.2. Seller's continued service to Buyer shall not act to relieve Buyer of any of its duties or obligations under this Agreement.

(b) Notwithstanding any other provision herein, if any Default has occurred and is continuing, the affected Party may, whether or not the dispute resolution procedure set forth in Section 14.3 has been invoked or completed, bring an action in any court of competent jurisdiction as set forth in Section 14.13 seeking injunctive relief in accordance with applicable rules of civil procedure.

(c) Except as expressly limited by this Agreement, if a Default has occurred and is continuing and the Buyer is the Defaulting Party, Seller may without further notice exercise any rights and remedies provided herein or otherwise available at law or in equity, including the right to terminate this Agreement pursuant to Section 13.3. No failure of Seller to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Seller of any other right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power.

(d) Except as expressly limited by this Agreement, if a Default has occurred and is continuing and the Seller is the Defaulting Party, Buyer may without further notice exercise any rights and remedies provided for herein or otherwise available at law or equity, including (i)

application of all amounts available under the Performance Security against any amounts then payable by Seller to Buyer under this Agreement and (ii) termination of this Agreement pursuant to Section 13.3. No failure of Buyer to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Buyer of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power.

Section 13.3 Termination for Default.

(a) If a Default occurs, the Party that is not the Defaulting Party (the "***Non-Defaulting Party***") may, for so long as the Default is continuing and without limiting any other rights or remedies available to the Non-Defaulting Party under this Agreement, by notice ("***Termination Notice***") to the Defaulting Party (i) establish a date (which shall be no earlier than the date of such notice and no later than twenty (20) days after the date of such notice) ("***Early Termination Date***") on which this Agreement shall terminate, and (ii) withhold any payments due in respect of this Agreement; provided, upon the occurrence of any Default of the type described in Section 13.1(d) or Section 13.1(e), this Agreement shall automatically terminate, without notice or other action by either Party as if an Early Termination Date had been declared immediately prior to such event.

(b) If an Early Termination Date has been designated, the Non-Defaulting Party shall calculate in a commercially reasonable manner its Gains, Losses and Costs resulting from the termination of this Agreement and the resulting Termination Payment. The Gains, Losses and Costs relating to the Facility Energy, Capacity Rights and Green Attributes that would have been required to be delivered under this Agreement had it not been terminated shall be determined by comparing the amounts Buyer would have paid therefor under this Agreement to the equivalent quantities and relevant market prices either quoted by a bona fide third party offer or which are reasonably expected by Buyer to be available in the market under a replacement contract for this Agreement covering the same products and having a term equal to the Remaining Term at the date of the Termination Notice adjusted to account for differences in transmission, if any. The Non-Defaulting Party shall not be required to enter into any such replacement agreement in order to determine its Gains, Losses and Costs or the Termination Payment. To ascertain the market prices of a replacement contract, the Non-Defaulting Party may consider, among other valuations, quotations from dealers in energy contracts and bona fide third party offers. If the Non-Defaulting Party's Costs and Losses exceed its Gains, then the Termination Payment shall be an amount owing to the Non-Defaulting Party. If the Non-Defaulting Party's Gains exceed its Costs and Losses, then the Termination Payment shall be zero dollars ($0). The Termination Payment shall not include consequential, incidental, punitive, exemplary, or indirect or business interruption damages.

(c) For purposes of the Non-Defaulting Party's determination of its Gains, Losses and Costs and the Termination Payment, it shall be assumed, regardless of the facts, that Seller would have sold, and Buyer would have purchased, each day during the Remaining Term (i) Facility Energy in an amount equal the Assumed Daily Deliveries, and (ii) the Green Attributes associated therewith. The "***Assumed Daily Deliveries***" is an amount equal to the Guaranteed Generation for the then current Contract Year *multiplied by* 1.0556, divided by 365.

(d) The Non-Defaulting Party shall notify the Defaulting Party of the Termination Payment, which notice shall include a written statement explaining in reasonable detail the calculation of such amount. The Defaulting Party shall, within ten (10) Business Days after receipt of such notice, pay the Termination Payment to the Non-Defaulting Party, together with interest accrued at the Interest Rate from the Early Termination Date until paid.

(e) If the Defaulting Party disagrees with the calculation of the Termination Payment and the Parties cannot otherwise resolve their differences, the calculation issue shall be submitted to informal non-binding dispute resolution as provided in Section 14.3(a). Following resolution of the dispute, the Defaulting Party shall pay the full amount of the Termination Payment (if any) determined by such resolution as and when required, but no later than thirty (30) days following the date of such resolution, together with all interest, at the Interest Rate, that accrued from the Early Termination Date until the date the Termination Payment is paid.

(f) For purposes of this Agreement:

(i) "***Gains***" means, with respect to a Party, an amount equal to the present value of the economic benefit (exclusive of Costs), if any, resulting from the termination of its obligations under this Agreement, determined in a commercially reasonable manner;

(ii) "***Losses***" means, with respect to a Party, an amount equal to the present value of the economic loss (exclusive of Costs), if any, resulting from the termination of its obligations under this Agreement, determined in a commercially reasonable manner;

(iii) "***Costs***" means, with respect to a Party, brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace this Agreement, excluding attorneys' fees, if any, incurred in connection with enforcing its rights under this Agreement. Each Party shall use reasonable efforts to mitigate or eliminate its Costs.

(iv) In no event shall a Party's Gains, Losses or Costs include any penalties or similar charges imposed by the Non-Defaulting Party; provided, however, that Buyer may include in a calculation of Losses, should Seller be the Defaulting Party, any RA Penalties resulting from Seller's Default.

(g) At the time for payment of any amount due under this Section 13.3, each Party shall pay to the other Party all additional amounts, if any, payable by it under this Agreement (including any amounts withheld pursuant to Section 13.3(a)(ii) above).

Section 13.4 Pass Through of Buyer Liability. Notwithstanding any other provision of this Agreement, if Buyer fails to make when due any payment required pursuant to this Agreement, and such failure is not remedied within thirty (30) calendar days after receipt of notice thereof, Seller may, without waiving any of its rights with respect to Buyer except as expressly provided herein, pursue remedies under any or all of the Buyer Liability Pass Through Agreements as provided therein. Seller hereby waives the right to recover directly from Buyer any Termination

Payment owed by Buyer that is not paid by Buyer pursuant to Section 13.3(d), but the foregoing waiver does not apply to any other right or remedy of Seller under this Agreement, including the right to recover payments owed by Buyer pursuant to Section 11.2, other amounts payable or reimbursable under this Agreement or any other amounts incurred or accrued prior to termination of this Agreement, and the right to terminate the Agreement as the result of a Default by Buyer.

Section 13.5 No Recourse to Members of Buyer. Buyer is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to its Joint Powers Agreement and is a public entity separate from its constituent members. Except as set forth in Section 13.4 and any Buyer Liability Pass Through Agreements issued by one or more Project Participants pursuant to Section 5.12, Buyer shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement, and Seller shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Buyer's constituent members, or the employees, directors, officers, consultants or advisors or Buyer or its constituent members, in connection with this Agreement.

ARTICLE XIV
MISCELLANEOUS

Section 14.1 Authorized Representative. Each Party shall designate an authorized representative who shall be authorized to act on its behalf with respect to those matters contained herein (each an "***Authorized Representative***"), which shall be the functions and responsibilities of such Authorized Representatives. Each Party may also designate an alternate who may act for the Authorized Representative. Within thirty (30) days after execution of this Agreement, each Party shall notify the other Party of the identity of its Authorized Representative, and alternate if designated, and shall promptly notify the other Party of any subsequent changes in such designation. The Authorized Representatives shall have no authority to alter, modify, or delete any of the provisions of this Agreement.

Section 14.2 Notices. With the exception of billing invoices pursuant to Section 11.2(b) hereof, all notices, requests, demands, consents, waivers and other communications which are required under this Agreement shall be (a) in writing (regardless of whether the applicable provision expressly requires a writing), (b) deemed properly sent if delivered in person or sent by facsimile transmission, reliable overnight courier, or sent by registered or certified mail, postage prepaid to the persons specified in Appendix C, and (c) deemed delivered, given and received on the date of delivery, in the case of facsimile transmission, or on the date of receipt in the case of registered or certified mail. In addition to the foregoing, the Parties may agree in writing at any time to deliver notices, requests, demands, consents, waivers and other communications through alternate methods, such as electronic mail.

Section 14.3 Dispute Resolution.

(a) In the event of any claim, controversy or dispute between the Parties arising out of or relating to or in connection with this Agreement (including any dispute concerning the validity of this Agreement or the scope and interpretation of this Section 14.3) (a "***Dispute***"), either Party (the "***Notifying Party***") may deliver to the other Party (the "***Recipient Party***") notice of the

Dispute with a detailed description of the underlying circumstances of such Dispute (a "***Dispute Notice***"). The Dispute Notice shall include a schedule of the availability of the Notifying Party's senior officers (having a title of senior vice president (or its equivalent) or higher) duly authorized to settle the Dispute during the thirty (30) day period following the delivery of the Dispute Notice.

(b) The Recipient Party shall within five (5) Business Days following receipt of the Dispute Notice, provide to the Notifying Party a parallel schedule of availability of the Recipient Party's senior officers (having a title of senior vice president (or its equivalent) or higher) duly authorized to settle the Dispute. Following delivery of the respective senior officers' schedules of availability, the senior officers of the Parties shall meet and confer as often as they deem reasonably necessary during the remainder of the thirty (30) day period in good faith negotiations to resolve the Dispute to the satisfaction of each Party.

(c) In the event a Dispute is not resolved pursuant to the procedures set forth in Section 14.3(a) and Section 14.3(b) by the expiration of the thirty (30) day period set forth in Section 14.3(a), then either Party may pursue any legal remedy available to it in accordance with the provisions of Section 14.13 of this Agreement.

Section 14.4 Further Assurances. Each Party agrees to execute and deliver all further instruments and documents and take all further action not inconsistent with the provisions of this Agreement that may be reasonably necessary to effectuate the purposes and intent of this Agreement.

Section 14.5 No Dedication of Facilities. Any undertaking by one Party hereto to the other Party under any provisions of this Agreement shall not constitute the dedication of the system or any portion thereof of either Party to the public or to the other Party or any other Person, and it is understood and agreed that any such undertaking by either Party shall cease upon the termination of such Party's obligations under this Agreement.

Section 14.6 Force Majeure.

(a) A Party shall not be considered to be in default in the performance of any of its obligations under this Agreement, other than an obligation to make payment, when and to the extent such Party's performance is prevented by a Force Majeure that, despite the exercise of due diligence, such Party is unable to prevent or mitigate, provided the Party, as soon as practicable after becoming aware of the Force Majeure, declares the Force Majeure by giving a written notice (the "***Force Majeure Notice***") to the other Party and upon request by the other Party furnishes the other Party with a detailed description of the full particulars of the Force Majeure reasonably promptly (and in any event within fourteen (14) days after the request therefor), which shall include information with respect to the nature, cause and date and time of commencement of such event, and the anticipated scope and duration of the delay. The Party providing the Force Majeure Notice shall be excused from fulfilling its obligations under this Agreement until such time as the Force Majeure has ceased to prevent performance or other remedial action is taken, at which time the Party shall promptly notify the other Party of the resumption of its obligations under this Agreement. If Seller is unable to deliver, or Buyer is unable to receive, Facility Energy due to a Force Majeure, Buyer shall have no obligation to pay Seller for the Energy not delivered or received by reason thereof. It is understood by the Parties that the foregoing provisions shall not

excuse any obligations of Seller with respect to Guaranteed Generation, as provided for under Article IX, that is not achieved due to Force Majeure, provided that Seller's requirement to provide the Guaranteed Generation shall be extended for the duration of the Force Majeure. In no event shall Buyer be obligated to compensate Seller or any other Person for any losses, expenses or liabilities that Seller or such other Person may sustain as a consequence of any Force Majeure.

(b) The term "***Force Majeure***" means (i) curtailment or interruption of Transmission Service (subject to Section 14.6(c)), any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, civil disturbances, sabotage, blockade, expropriation, confiscation, fire, unusual or extreme adverse weather-related events or natural disasters (such as lightning, landslide, earthquake, tornado, hurricane, storm or flood), condemnation, epidemic, pandemic (including the disease designated COVID-19 or the related virus designated SARS-CoV-2 or any mutation thereof), or any order, regulation or restriction imposed by WECC or NERC or by governmental, military or lawfully established civilian authorities, or (ii) any other event of circumstance, which, in each case of clauses (i) and (ii), (A) prevents one Party from performing any of its obligations under this Agreement, (B) is not within the reasonable control of, or the result of negligence, willful misconduct, breach of contract, intentional act or omission or wrongdoing on the part of the affected Party (or any subcontractor or Affiliate of that Party, or any Person under the Control of that Party or any of its subcontractors or Affiliates, or any Person for whose acts such subcontractor or Affiliate is responsible), and (C) which by the exercise of due diligence the affected Party is unable to overcome or avoid or cause to be avoided; provided, nothing in this clause (C) shall be construed so as to require either Party to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or labor dispute in which it may be involved. Any Party rendered unable to fulfill any of its obligations by reason of a Force Majeure shall exercise due diligence to remove such inability with reasonable dispatch within a reasonable time period and mitigate the effects of the Force Majeure. The relief from performance shall be of no greater scope and of no longer duration than is required by the Force Majeure. Without limiting the generality of the foregoing, a Force Majeure does not include any of the following (each an "***Unexcused Cause***"): (1) any Change in Law that shall cause the RPS to be no longer in force or effect or that, as a result of such Change in Law, Seller shall be unable to make a Facility RPS Compliant as provided in Section 8.6; (2) events arising from the failure by Seller to construct, operate or maintain a Facility in accordance with this Agreement; (3) any increase of any kind in any cost; (4) delays in or inability of a Party to obtain financing or other economic hardship of any kind; (5) Seller's ability to sell any Energy at a price in excess of those provided in this Agreement; (6) Seller's failure to secure or obtain interconnection of a Facility or Transmission Services to a Point of Delivery; (7) curtailment or other interruption of any Transmission Services except as otherwise expressly provided in Section 14.6(c); (8) failure of third parties to provide goods or services essential to a Party's performance except to the extent caused by an event that otherwise constitutes Force Majeure hereunder; (9) Facility or equipment failure of any kind except to the extent caused by an event that otherwise constitutes Force Majeure hereunder; (10) any changes in the financial condition of the Buyer, any Seller Party, the Facility Lender or any subcontractor or supplier affecting the affected Party's ability to perform its obligations under this Agreement; or (11) drought in any county in which the affected Facility is located except to the extent it is a drought that (i) begins after the Effective Date, and (ii) is materially more severe than the drought conditions that have existed during the ten (10) year period prior to the Commercial Operation Date of the Facility as determined by the National Integrated Drought Information System.

(c) Neither Party may raise a claim of Force Majeure based in whole or in part on curtailment or other interruption of Transmission Services for any Energy at any time unless (A) such Party has arranged for Firm Transmission to be provided for the Facility Energy in connection with such Transmission Service at the time, and (B) the curtailment or interruption is not due to the fault or negligence of the Party claiming Force Majeure; provided, that notwithstanding anything in this Section to the contrary, the existence of the foregoing factors shall not be sufficient to conclusively or presumptively prove the existence of Force Majeure absent a showing of other facts and circumstances which in the aggregate with such factors establish that a Force Majeure as defined in Section 14.6(b) has occurred. For the avoidance of doubt, Buyer may not claim Force Majeure for any curtailment, interruption or other circumstance associated with Transmission Services downstream of a Point of Delivery, unless and to the extent that such curtailment, interruption or circumstance prevents Buyer or Buyer's Transmission Provider from receiving Facility Energy at such Point of Delivery.

(d) During the Delivery Term, if one or more events of Force Majeure (i) shall cause the aggregate capacity net of Parasitic Load of the Facilities that have achieved Commercial Operation to be reduced to a capacity of less than fifty percent (50%) of the Project Net Capacity prior to the event of Force Majeure (adjusted to reflect the difference between ambient temperatures and annual average temperature) for a period of six (6) consecutive months, or (ii) shall prevent Buyer from accepting more than fifty percent (50%) of the Project Net Capacity prior to the event of Force Majeure (adjusted to reflect the difference between ambient temperatures and annual average temperature) at the Points of Delivery for any hour that a Facility is able to generate Facility Energy for a period of six (6) consecutive months (the period of six (6) consecutive months in either (i) or (ii), the "***Force Majeure Trigger Period***"), the non-claiming Party shall have the right, if the claiming Party is unable to overcome the condition in clause (i) or (ii) above, as applicable, within the Force Majeure Cure Period, to terminate this Agreement upon the last day of such Force Majeure Cure Period, so long as written notice of termination is received by the other Party prior to the end of the Force Majeure Cure Period. Such termination shall automatically trigger release and return of the Delivery Term Security in accordance with Section 5.9(d).

(e) If one or more events of Force Majeure shall prevent or delay Seller from causing the Project Net Capacity to be equal to or greater than ninety percent (90%) of the Minimum Capacity by the Minimum Capacity Cure Date, then Buyer shall have the right to terminate this Agreement upon the Minimum Capacity Cure Date. Such termination shall automatically trigger release and return of the Project Development Security in accordance with Section 5.9(c).

Section 14.7 Assignment of Agreement; Certain Agreements by Seller.

(a) Except as set forth in this Section 14.7, neither Party may assign any of its rights, or delegate any of its obligations, under this Agreement or the Ancillary Documents without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed. Any Change in Control (whether voluntary or by operation of law) shall be deemed an assignment and shall require the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed. Seller shall provide Buyer with sixty (60) days' prior written notice of any proposed Change in Control. Concurrently with any reorganization or financing transaction or transactions constituting any Change in Control in which

Seller merges or consolidates with any other Person and ceases to exist, the successor entity to Seller shall execute a written assumption agreement in favor of Buyer pursuant to which any such successor entity shall assume all of the obligations of Seller under this Agreement and the Seller Ancillary Documents to which Seller is a party and agree to be bound by all the terms and conditions of this Agreement and such Seller Ancillary Documents, as applicable.

(b) Buyer may from time to time and at any time assign any or all of its rights, and delegate any or all of its obligations, under this Agreement in whole or in part without the consent of Seller to any of Buyer's Members that has executed, or will execute contemporaneously with such assignment, an agreement to purchase the Energy delivered to Buyer under this Agreement; provided that the proposed assignee has an Investment-Grade Credit Rating and an assignment pursuant to this Section 14.7 will not impair the assignee's credit rating. Except as set forth in this Section 14.7(b), Buyer shall not assign any of its rights, or delegate any of its obligations, under this Agreement without the prior written consent of Seller, which consent shall not be withheld, conditioned or delayed unreasonably. Any purported assignment or delegation in violation of this provision shall be null and void and of no force or effect.

(c) Except as set forth in or permitted by this Section 14.7, neither Seller nor any Project Company has sold or transferred or shall sell or transfer any Facility to any Person, without the prior written consent of Buyer, which consent shall not be withheld, conditioned or delayed unreasonably. Any purported sale or transfer in violation of this Section 14.7(c) shall be null and void and of no force or effect.

(d) There are no third-party beneficiaries of this Agreement, and, except as provided in this Section 14.7, this Agreement shall not grant any rights enforceable by any Person not a party to this Agreement. Notwithstanding the foregoing, Buyer's consent shall not be required for Seller to collaterally assign this Agreement to any Facility Lender for the sole purpose of financing or refinancing. Seller shall provide Buyer with prior written notice of any such assignment to any Facility Lender. Notwithstanding the foregoing or anything else expressed or implied herein to the contrary, Seller shall not assign, transfer, convey, encumber, sell or otherwise dispose of all or any portion of the Facility Energy, Capacity Rights or Green Attributes (not including the proceeds thereof) to any Facility Lender.

(e) To facilitate Seller's or its Affiliates' obtaining of financing or refinancing after the date of this Agreement in connection with the construction and/or operation of one or more Facilities, which may be financed individually or in one or more Portfolios as provided in Section 14.7(f), or the performance by Seller of its obligations under this Agreement, Buyer shall provide such consents to assignment of this Agreement, any Buyer Ancillary Documents and/or any Seller Ancillary Documents, in each case not including the deed of trust, mortgage or similar arrangement referred to in Section 14.7(f), (in form and substance reasonably satisfactory to Buyer), as may be reasonably requested by Seller or any Facility Lender in connection with such financing, including the acquisition of equity for the development, construction, or operation of one or more Facilities or Seller. Seller shall reimburse, or shall cause the Facility Lender to reimburse, Buyer for the reasonable incremental direct third-party expenses incurred by Buyer in the preparation, negotiation, execution or delivery of any documents requested by Seller or the Facility Lender, and provided by Buyer, pursuant to this Section 14.7(e).

(f) Notwithstanding anything to the contrary in this Agreement, Seller or one of more Affiliates thereof may hereafter enter into one or more credit or other agreements with one or more Facility Lenders providing for financing or refinancing of one or more Facilities, individually or as a Portfolio, (each, a "***Facility Credit Agreement***") that provides, as security for Seller's or such Affiliates' performance thereunder, in addition to any assignment of this Agreement (if applicable), for a Lien on and security interest in and to the Facility(ies) or the Portfolio (as applicable) under a deed of trust, mortgage or similar arrangement, but only with the consent by Buyer (which consent shall not be withheld, conditioned or delayed unreasonably) provided pursuant to an agreement by and among Buyer, Seller or Seller's Affiliates and the Facility Lender which shall be in form and substance reasonably acceptable to Buyer and shall contain terms that are customary for such consents provided in the context of arrangements similar to those contemplated in this Agreement.

Section 14.8 Ambiguity. The Parties acknowledge that this Agreement was jointly prepared by them, by and through their respective legal counsel, and any uncertainty or ambiguity existing herein shall not be interpreted against either Party on the basis that the Party drafted the language, but otherwise shall be interpreted according to the application of the rules on interpretation of contracts.

Section 14.9 Attorney Fees & Costs. Both Parties hereto agree that in any action to enforce the terms of this Agreement that each Party shall be responsible for its own attorney fees and costs. Each of the Parties to this Agreement was represented by its respective legal counsel during the negotiation and execution of this Agreement. Notwithstanding the foregoing, to the extent Buyer incurs third party legal costs in order to facilitate any collateral assignment or pledge of this Agreement under Section 14.7 or in taking such other action or review that is at the request of Seller, Seller shall bear Buyer's reasonable and documented third party legal costs therefor.

Section 14.10 Voluntary Execution. Both Parties hereto acknowledge that they have read and fully understand the content and effect of this Agreement and that the provisions of this Agreement have been reviewed and approved by their respective counsel. The Parties to this Agreement further acknowledge that they have executed this Agreement voluntarily, subject only to the advice of their own counsel, and do not rely on any promise, inducement, representation or warranty that is not expressly stated herein.

Section 14.11 Entire Agreement. This Agreement (including all Appendices and Exhibits) contains the entire understanding concerning the subject matter herein and supersedes and replaces any prior negotiations, discussions or agreements between the Parties, or any of them, concerning that subject matter, whether written or oral, except as expressly provided for herein. This is a fully integrated document. Each Party acknowledges that no other party, representative or agent, has made any promise, representation or warranty, express or implied, that is not expressly contained in this Agreement that induced the other Party to sign this document. This Agreement may be amended or modified only by an instrument in writing signed by each Party.

Section 14.12 Governing Law. This agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of Law. To the extent enforceable at such time, each party waives its respective right to any jury trial with respect to any

litigation arising under or in connection with this agreement. [STC 17]. For avoidance of doubt, although "agreement" is not capitalized in this Section 14.12, the parties intend for "agreement" to mean this Agreement, and for "party" and "parties" to refer to the Party and Parties as set forth in the preamble to this Agreement.

Section 14.13 Venue. The Parties agree that any suit, action or other legal proceeding by or against any party (or its affiliates or designees) with respect to or arising out of this Agreement shall be brought in the federal courts of the United States or the courts of the State of California sitting in San Francisco County, California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of *forum non conveniens*.

Section 14.14 Execution in Counterparts. This Agreement may be executed in counterparts and upon execution by each signatory, each executed counterpart shall have the same force and effect as an original instrument and as if all signatories had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signature thereon, and may be attached to another counterpart of this Agreement identical in form hereto by having attached to it one or more signature pages.

Section 14.15 Effect of Section Headings. Section headings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretations of text.

Section 14.16 Waiver. The failure of either Party to this Agreement to enforce or insist upon compliance with or strict performance of any of the terms or conditions hereof, or to take advantage of any of its rights hereunder, shall not constitute a waiver or relinquishment of any such terms, conditions or rights, but the same shall be and remain at all times in full force and effect. Notwithstanding anything expressed or implied herein to the contrary, nothing contained herein shall preclude either Party from pursuing any available remedies for breaches not rising to the level of a Default, including recovery of damages caused by the breach of this Agreement and specific performance or any other remedy given under this Agreement or now or hereafter existing in law or equity or otherwise. Seller acknowledges that money damages may not be an adequate remedy for violations of this Agreement and that Buyer may, in its sole discretion, seek and obtain from a court of competent jurisdiction specific performance or injunctive or such other relief as such court may deem just and proper to enforce this Agreement or to prevent any violation hereof. Seller hereby waives any objection to specific performance or injunctive relief. The rights granted herein are cumulative.

Section 14.17 Relationship of the Parties. This Agreement shall not be interpreted to create an association, joint venture or partnership between the Parties hereto or to impose any partnership obligation or liability upon either such Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative of, the other Party.

Section 14.18 Third-Party Beneficiaries. This Agreement shall not be construed to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or any duty, obligation or undertaking established herein.

Section 14.19 Damage or Destruction; Insurance; Condemnation; Limit of Liability.

(a) **Damage or Destruction**. In the event of any damage or destruction of a Facility or any part thereof, Subject to the consent of the Facility Lender, Seller shall apply any applicable proceeds of Insurance directly related to such damage or destruction to cause the Facility or such part thereof to be diligently repaired, replaced or reconstructed by Seller so that the Facility or such part thereof shall be restored to substantially the same general condition and use as existed prior to such damage or destruction, unless a different condition or use is approved by the Buyer.

(b) **Insurance**. Seller shall obtain and maintain the Insurance in accordance with Appendix F.

(c) **Condemnation or Other Taking**. For the Agreement Term, Seller shall immediately notify Buyer of the institution of any proceeding for the condemnation or other taking of a Facility or any portion thereof. Buyer may seek to participate in any such proceeding and Seller will deliver to Buyer all instruments reasonably available to Seller that are necessary or required by Buyer to permit such participation. Subject to the consent of the Facility Lender, all awards and compensation for the taking or purchase in lieu of condemnation of a Facility or any portion thereof shall be applied toward the repair, restoration, reconstruction or replacement of the Facility.

(d) **Limitation of Liability**. Except to the extent included in the liquidated damages, indemnification obligations related to third party claims or other specific charges expressly provided for herein, neither Party hereunder shall be liable for special, incidental, exemplary, indirect, punitive or consequential damages arising out of a Party's performance or non-performance under this Agreement, whether based on or claimed under contract, tort (including such Party's own negligence) or any other theory at law or in equity.

Section 14.20 Severability. In the event any of the terms, covenants or conditions of this Agreement, or the application of any such terms, covenants or conditions, shall be held invalid, illegal or unenforceable by any court having jurisdiction, all other terms, covenants and conditions of this Agreement and their application not adversely affected thereby shall remain in force and effect, provided that the remaining valid and enforceable provisions materially retain the essence of the Parties' original bargain.

Section 14.21 Confidentiality.

(a) Each Party agrees, and shall use reasonable efforts to cause its parent, subsidiary and Affiliates, and its and their respective directors, officers, employees and representatives, to keep confidential, except as required by law, all documents, data, drawings, studies, projections, plans and other written information that relate to economic benefits to or amounts payable by either Party under this Agreement, and, with respect to documents, that are clearly marked "Confidential" at the time a Party shares such information with the other Party or, if orally disclosed, clearly identified as "Confidential" at the time a Party shares such information with the other Party ("***Confidential Information***"). The provisions of this Section 14.21 shall survive and shall continue to be binding upon the Parties for period of one (1) year following the

date of termination of this Agreement. Notwithstanding the foregoing, information shall not be considered Confidential Information if such information (i) is disclosed with the prior written consent of the originating Party, (ii) was in the public domain prior to disclosure or is or becomes publicly known or available other than through the action of the receiving Party in violation of this Agreement, (iii) was lawfully in a Party's possession or acquired by a Party outside of this Agreement, which acquisition was not known by the receiving Party to be in breach of any confidentiality obligation, or (iv) is developed independently by a Party based solely on information that is not considered confidential under this Agreement.

(b) Either Party may, without violating this Section 14.21, disclose matters that are made confidential by this Agreement:

(i) to its counsel, accountants, auditors, advisors, other professional consultants, credit rating agencies, actual or prospective co-owners, investors, lenders, underwriters, contractors, suppliers, and others involved in construction, operation and financing transactions and arrangements for a Party or its subsidiaries, Affiliates, or parent;

(ii) to governmental officials and parties involved in any proceeding in which either Party is seeking a permit, certificate, or other regulatory approval or order necessary or appropriate to carry out this Agreement; and

(iii) to governmental officials or the public as required by any law, regulation, order, rule, order, ruling or other Requirement of Law, including oral questions, discovery requests, subpoenas, civil investigations or similar processes and laws or regulations requiring disclosure of financial information, information material to financial matters, and filing of financial reports. Each Party hereto acknowledges and agrees that information and documentation provided in connection with this Agreement may be subject to the California Records Act (Government Code Section 6250 et seq.).

(c) If a Party is requested or required, pursuant to any applicable law, regulation, order, rule, order, ruling or other Requirement of Law, discovery request, subpoena, civil investigation or similar process to disclose any of the Confidential Information, such Party shall provide prompt written notice to the other Party of such request or requirement so that at such other Party's expense, such other Party can seek a protective order or other appropriate remedy concerning such disclosure.

Section 14.22 Mobile-Sierra. Notwithstanding any provision of this Agreement, neither Party shall seek, nor shall they support any third party in seeking, to prospectively or retroactively revise the rates, terms or conditions of service of this Agreement through application or complaint to FERC pursuant to the provisions of Section 205, 206 or 306 of the Federal Power Act, or any other provisions of the Federal Power Act, absent prior written agreement of the Parties. Further, absent the prior agreement in writing by both Parties, the standard of review for changes to the rates, terms or conditions of this Agreement proposed by a Party, a non-Party or the FERC acting sua sponte shall be the "public interest" application of the "just and reasonable" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 US 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 US 348 (1956).

Section 14.23 Service Contract and Forward Contract.

(a) The Parties intend that this Agreement will qualify as a "service contract" as such term is used in Section 7701(e) of the United States Internal Revenue Code of 1986.

(b) The Parties acknowledge and agree that this Agreement constitutes a "Forward Contract" within the meaning of the United States Bankruptcy Code.

[*Remainder of page intentionally left blank. Signature page follows.*]

IN WITNESS WHEREOF, each Party was represented by legal counsel during the negotiation and execution of this Agreement and the Parties have executed this Agreement as of the dates set forth below effective as of the Effective Date.

CALIFORNIA COMMUNITY POWER

Date: 5/31/2022

DocuSigned by:
By: Tim Haines
7B2DD9582...

Name: Tim Haines
Title: Interim General Manager

ORGP LLC
By: Ormat Nevada Inc., its managing member

Date: 5/31/2022

DocuSigned by:
By: Elizabeth Helms
990A2AFA9...

Name: Elizabeth Helms
Title: Corporate Secretary

APPENDIX A

PAYMENT SCHEDULE

Buyer shall compensate Seller for the Delivered Energy, Capacity Rights, and associated Green Attributes in accordance with this Appendix A.

1. **Energy Delivered Prior to Commercial Operation**. The purchase price for Delivered Energy that is comprised of Facility Energy from a Facility prior to the Commercial Operation Date for such Facility shall be the Contract Price per MWh; provided, in no event shall Buyer be obligated to purchase or receive Delivered Energy in excess of the Maximum Generation unless Buyer shall by notice given to Seller elect to purchase any such Energy in excess of Maximum Generation.

2. **Energy Delivered Following Commercial Operation**. The purchase price for Delivered Energy that is comprised of Facility Energy from a Facility after the Commercial Operation Date for such Facility or for Replacement Energy shall be the Contract Price per MWh; provided, in no event shall Buyer be obligated to purchase or receive Delivered Energy in excess of the Maximum Generation unless Buyer shall by notice given to Seller elect to purchase any such Energy in excess of Maximum Generation.

3. **Payment for Curtailed Energy during Market Curtailment Period**. Buyer shall pay Seller the Contract Price per MWh for Energy that is curtailed as a result of a Market Curtailment Period, with the quantity of such curtailed Energy determined pursuant to Section 7.4.

4. **Calculation of Monthly Delivered Energy Payment**. For each MWh of Delivered Energy in each Settlement Period, Buyer shall pay Seller the difference of: (i) the Contract Price per MWh; *minus* (ii) the Day-Ahead Market LMP applicable to the Settlement Point for such Settlement Period; *provided*, *however*, that (A) if the Day-Ahead Market LMP applicable to the Settlement Point for such Settlement Period is less than the Negative LMP Strike Price, then the Day-Ahead Market LMP applicable to the Settlement Point for such Settlement Period shall be deemed to be equal to the Negative LMP Strike Price, and (B) if the result of the difference of (i) *minus* (ii) above results in a negative value, then Seller shall pay Buyer the absolute value of such result (which payment may be applied as a credit to Buyer on Seller's monthly invoice). Seller, through its Scheduling Coordinator, shall receive (and, except as otherwise provided in subpart (B) above, is entitled to retain) payment for Delivered Energy from CAISO for such delivery based on the applicable Energy price, as published by CAISO. For the avoidance of doubt, Buyer is purchasing a bundled product and Seller's receipt of payment directly via CAISO settlements is for the Parties' mutual convenience.

5. **Negative LMP Strike Price**. Buyer may change the Negative LMP Strike Price by providing written notice to Seller at least five (5) Business Days prior to the effective date of such change, which notice must identify the new Negative LMP Strike Price and the effective date for the new Negative LMP Strike Price; *provided*, *however*, that the

Negative LMP Strike Price identified by Buyer must be less than or equal to zero dollars per MWh ($0/MWh).

APPENDIX B

FORM OF FACILITY SPECIFICATIONS

1. **Name of Facility**:

Seller may from time to time refurbish, repower, decommission or otherwise modify power plants and related property, equipment, facilities and improvements of any Facility using Prudent Utility Practices. Each such refurbishing, repowering, decommissioning or other modification shall comply with the applicable terms and provisions of the Agreement and shall not impair Seller's ability to carry out its obligations under the Agreement. For the avoidance of doubt, except as permitted pursuant to Section 3.9, the Guaranteed Generation and Maximum Generation will not be revised to reflect any such refurbishing, repowering, decommissioning or other modification of any Facility.

Location:

Facility Site:

Facility Interconnection Rights and Interests:

Facility Transmission Rights and Interests:

Point of Interconnection:

Primary Point of Delivery:

Pseudo-Tie Resource or a Dynamically Scheduled Resource:

2. **Owner:**

3. **Operator:** Ormat Nevada Inc., subject to Section 4.5

4. **Equipment:**

   (a) Type of Facility: Geothermal Electric Generation Facility

   (b) Facility Net Capacity:

5. **Commercial Operation Date:**

6. **Facility Geothermal Resource Leases and Rights of Way:**

GEOTHERMAL LEASES				
LEASE #	**ISSUER**	**HELD BY**	**ACRES**	**DATE ISSUED**
RIGHTS OF WAY				
ROW	**ISSUER**	**HELD BY**	**ACRES**	**DATE ISSUED**

7. Construction period Permits:

AGENCY	PERMIT	DATE RECEIVED
DRILLING PERMITS		
STATE		
FEDERAL		
PRINCIPAL DISCRETIONARY PERMITS		
FEDERAL		
ENVIRONMENTAL DOCUMENTS		
FEDERAL		

8. Additional permits required to achieve Commercial Operation:

AGENCY	PERMIT
PRINCIPAL DISCRETIONARY PERMITS	
LOCAL/REGIONAL	
MINISTERIAL PERMITS	
LOCAL/REGIONAL	
STATE	

AGENCY	PERMIT
FEDERAL	
ENVIRONMENTAL DOCUMENTS	
FEDERAL	

APPENDIX C

BUYER AND SELLER BILLING, NOTIFICATION AND SCHEDULING CONTACT INFORMATION

1. **Authorized Representative**. Correspondence pursuant to Section 14.2 shall be transmitted to the following addresses:

   1.1 If to Buyer:

   Tim Haines
   70 Garden Court, Suite 300
   Monterey, CA 93940
   Telephone: 916-207-4078
   Email: timhaines@powergridsymmetry.com

   With a copy to: Brittany Iles – General Counsel
   Braun Blaising Smith Wynne, P.C.
   555 Capitol Mall, Suite 570
   Sacramento, CA 95814
   Telephone: 916-326-5812
   Email: iles@braunlegal.com

   1.2 If to Seller:

   OCGP LLC
   6140 Plumas Street
   Reno, NV 89519
   Attn: CEO

   With a copy to: OCGP LLC – Asset Manager
   Telephone: 775-356-9029
   Facsimile: 775-356-9039
   Email: Assetmanager@ormat.com

2. Billings and payments pursuant to Article XI and Appendix A shall be transmitted to the following addresses:

   2.1 If Billing to Buyer:

   Tim Haines
   70 Garden Court, Suite 300
   Monterey, CA 93940
   Telephone: 916-207-4078
   Email: timhaines@powergridsymmetry.com

With a copy to: Brittany Iles – General Counsel
Braun Blaising Smith Wynne, P.C.
555 Capitol Mall, Suite 570
Sacramento, CA 95814
Telephone: 916-326-5812
Email: iles@braunlegal.com

2.2 If Payment to Buyer:

Tim Haines
70 Garden Court, Suite 300
Monterey, CA 93940
Telephone: 916-207-4078
Email: timhaines@powergridsymmetry.com

With a copy to: Brittany Iles – General Counsel
Braun Blaising Smith Wynne, P.C.
555 Capitol Mall, Suite 570
Sacramento, CA 95814
Telephone: 916-326-5812
Email: iles@braunlegal.com

2.3. If Billing to Seller:

OCGP LLC
6140 Plumas Street
Reno, NV 89519
Attn: CEO

With a copy to: OCGP LLC – Asset Manager
Telephone: 775-356-9029
Facsimile: 775-356-9039
Email: Assetmanager@ormat.com

2.4 If Payment to Seller:

OCGP LLC
6140 Plumas Street
Reno, NV 89519
Attn: CEO

With a copy to: OCGP LLC – Asset Manager
Telephone: 775-356-9029
Facsimile: 775-356-9039
Email: Assetmanager@ormat.com

3. Unless otherwise specified by Buyer (for notices to Buyer) or Seller (for notices to Seller) all notices related to scheduling of the Facility shall be sent to the following address:

If to Buyer:

Tim Haines
70 Garden Court, Suite 300
Monterey, CA 93940
Telephone: 916-207-4078
Email: timhaines@powergridsymmetry.com

With a copy to: Brittany Iles – General Counsel
Braun Blaising Smith Wynne, P.C.
555 Capitol Mall, Suite 570
Sacramento, CA 95814
Telephone: 916-326-5812
Email: iles@braunlegal.com

If to Seller:

OCGP LLC
6140 Plumas Street
Reno, NV 89519
Attn: CEO

With a copy to: OCGP LLC – Scheduling Coordinator
Telephone: 775-398-4302
Facsimile: 775-356-9039
Email: energyscheduling@ormat.com

APPENDIX D

OPERATIONAL CHARACTERISTICS

[redacted]

[redacted]

APPENDIX E

[FORM OF LETTER OF CREDIT]

IRREVOCABLE AND UNCONDITIONAL STANDBY LETTER OF CREDIT NO. _____

Applicant:

Beneficiary:

CALIFORNIA COMMUNITY POWER

[ADDRESS]
Telephone:
Facsimile:

Amount:
Expiry Date:
Expiration Place:

Ladies and Gentlemen:

We, [insert bank name and address] ("Issuer"), hereby issue our Irrevocable Unconditional Documentary Letter of Credit No. [XXXXXXX] (the "Letter of Credit") in favor of California Community Power, a California joint powers authority (the "Beneficiary") by order and for the account of [_____] (the "Applicant"), pursuant to that certain Renewable Power Purchase Agreement dated as of [____], 2022 (the "Agreement") between Applicant and Beneficiary. This Letter of Credit is available at sight for USD $XX,XXX,XXX by sight payment:

(a) upon presentation to us at our office at [*bank's address*],[1] of: (i) your written demand for payment containing the text of Exhibit I and (ii) your signed statement containing the text of Exhibit II; or

(b) upon both your (1) telephone, e-mail or fax advice of demand to the attention of _____ at telephone [_____], e-mail [_____] and/or fax number _____ and (2) presentation to us by e-mail or fax of: (i) your written demand for payment containing the text of Exhibit I and (ii) your statement containing the text of Exhibit II. Funds may be drawn under this Letter of Credit, from time to time, in one or more drawings, in amounts not exceeding in the aggregate the amount specified above.

[1] Note to Issuer: The Letter of Credit must be payable in U.S. dollars within the continental U.S.

Upon presentation to us in conformity with the foregoing, we will, on the next business day after such presentation (unless such presentation occurs after 3:00 p.m., Pacific Standard Time, on the day of such presentation, in which event payment will be made after the opening of business at the office specified above on the second business day), but without any other delay whatsoever, irrevocably and without reserve or condition: (a) if the office set forth above for presentation is in [_____], California, pay to your order in the account at the bank designated by you in the demand, the full amount demanded by you in the same-day funds in United States dollars which are immediately available to you, or (b) if the office set forth above for presentation is not in [_____], California, issue payment instructions to the Federal Reserve wire transfer system in proper form to transfer to the account at the bank designated by you in the demand, the full amount demanded by you in the same-day funds in United States dollars which are immediately available to you in [_____], California. We agree that if, on the expiration date of this Letter of Credit, the office specified above is (i) not open for business by virtue of an interruption of the nature described in the Uniform Customs and Practices for Documentary Credits, Article 36, this Letter of Credit will be duly honored if the specified statements are presented by you within thirty (30) days after such office is reopened for business, or (ii) not otherwise open for business, this Letter of Credit will be duly honored if the specified statements are presented by you within three (3) days after such office is reopened for business.

Payment hereunder shall be made regardless of: (a) any written or oral direction, request, notice or other communication now or hereafter received by us from the Applicant or any other person except you, including without limitation any communication regarding fraud, forgery, lack of authority or other defect not apparent on the face of the documents presented by you, but excluding solely an effective written order issued otherwise than at our instance by a court of competent jurisdiction, which order is legally binding upon us and specifically orders us not to make such payment; (b) the solvency, existence or condition, financial or other, of the Applicant or any other person or property from whom or which we may be entitled to reimbursement for such payment; and (c) without limiting clause (b) above, whether we are in receipt of or expect to receive funds or other property as reimbursement in whole or in part for such payment. We agree that we will not take any action to cause the issuance of an order described in clause (a) of the preceding sentence. We agree that the time set forth herein for payment of any demand(s) for payment is sufficient to enable us to examine such demand(s) and the related documents(s) referred to above with care so as to ascertain that on their face they appear to comply with the terms of this Letter of Credit and that if such demand(s) and document(s) on their face appear to so comply, failure to make any such payment within such time shall constitute dishonor of such demand(s) and this Letter of Credit.

This Letter of Credit shall become effective immediately and shall renew annually until terminated in accordance with the terms hereof (the "Expiration Date").

Partial draws are permitted under this Letter of Credit, and this Letter of Credit shall remain in full force and effect with respect to any continuing balance. The stated amount of this Letter of Credit may be increased or decreased, by an amendment to this Letter of Credit in the form of Exhibit III. Any such amendment shall become effective only upon acceptance by your signature on a hard copy amendment.

This Letter of Credit may only be terminated upon one hundred twenty (120) days' prior written notice from Issuer to Beneficiary by registered mail or overnight courier service that Issuer elects not to extend this Letter of Credit, in which case it will expire on the date specified in such notice. No presentation made under this Letter of Credit after such Expiration Date will be honored.

You shall not be bound by any written or oral agreement of any type between us and the Applicant or any other person relating to this credit, whether now or hereafter existing.

We hereby engage with you that your demand(s) for payment in conformity with the terms of this credit will be duly honored as set forth above. All fees and other costs associated with the issuance of and any drawing(s) against this Letter of Credit shall be for the account of the Applicant.

Except so far as otherwise expressly stated herein, this Letter of Credit is subject to the "Uniform Customs and Practices for Documentary Credits," International Chamber of Commerce, in effect on the date of issuance of this credit.

Please address all correspondence regarding this Letter of Credit to the attention of the Letter of Credit Department at [insert bank address information], referring specifically to Issuer's Letter of Credit No. [XXXXXXX]. For telephone assistance, please contact Issuer's Standby Letter of Credit Department at [XXX-XXX-XXXX] and have this Letter of Credit available.

All notices to Beneficiary shall be in writing and are required to be sent by certified letter, overnight courier, or delivered in person to: California Community Power, [Address]. Only notices to Beneficiary meeting the requirements of this paragraph shall be considered valid. Any notice to Beneficiary which is not in accordance with this paragraph shall be void and of no force or effect.

Yours faithfully,
(name of issuing bank)
By_____
Title_____

EXHIBIT I
Demand for Payment

Re: Irrevocable and Unconditional Standby Letter of Credit
No. _____ Dated _____, 20__

To Whom It May Concern:

Demand is hereby made upon you for payment to us of $_____ by deposit to our account no. _____ at [insert name of bank]. This demand is made under, and is subject to and governed by, your Irrevocable and Unconditional Standby Letter of Credit no. _____ dated _____, 20__ in the amount of $_____ established by you in our favor for the account of _____ as the Applicant.
DATED: _____, 20__.

CALIFORNIA COMMUNITY POWER

By_____
Title_____

EXHIBIT II
Statement

Re: Your Irrevocable and Unconditional Standby Letter of Credit
No. _____ Dated _____, 20_____

To Whom It May Concern:

Reference is made to your Irrevocable and Unconditional Standby Letter of Credit no. _____, dated _____, 20____ in the amount of $_____ established by you in our favor for the account of _____.

We hereby certify to you that $_____ is due and owing to us and unpaid under that certain **[Describe Agreement]**.

DATED: _____, 20__.

CALIFORNIA COMMUNITY POWER

By_____
Title_____

EXHIBIT III
Amendment

Re: Irrevocable and Unconditional Standby Letter of Credit
No. _____ Dated _____, 20__

Beneficiary:
CALIFORNIA COMMUNITY POWER
[ADDRESS]

Applicant:

To Whom It May Concern:

The above referenced Irrevocable and Unconditional Standby Letter of Credit is hereby amended as follows: by increasing / decreasing / leaving unchanged *(strike two)* the stated amount by $ _____ to a new stated amount of $ _____. All other terms and conditions of the Letter of Credit remain unchanged.

This amendment is effective only when accepted by CALIFORNIA COMMUNITY POWER, which acceptance may only be valid by a signature of an authorized representative.

Dated: _____

Yours faithfully,

(name of issuing bank)
By_____
Title_____

ACCEPTED
CALIFORNIA COMMUNITY POWER

By
Title
Date

APPENDIX F

[INSURANCE]

I. GENERAL REQUIREMENTS

Prior to the start of work, but not later than thirty (30) days after the date of award of contract, Seller shall furnish Buyer evidence of coverage from insurers rated A VIII or higher by AM Best (for clauses II A - D below) and A- X (for clauses II F-G below) and in a form acceptable to the Risk Management Section of the project manager for Buyer for this purpose. Such insurance shall be maintained by Seller at Seller's sole cost and expense.

Such insurance shall not limit or qualify the liabilities and obligations of Seller assumed under this Agreement. Buyer shall not by reason of its inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

Any insurance carried by Buyer which may be applicable shall be deemed to be excess insurance and Seller's insurance is primary for all purposes despite any conflicting provision in Seller's policies to the contrary.

Said evidence of insurance shall contain a provision that the policy cannot be canceled or reduced in coverage or amount without first giving thirty (30) days prior notice thereof (ten (10) days for non-payment of premium) by registered mail to [INSERT BUYER CONTACT].

Should any portion of the required insurance be on a "Claims Made" policy, Seller shall, at the policy expiration date following completion of work, provide evidence that the "Claims Made" policy has been renewed or replaced with the same limits, terms and conditions of the expiring policy, or that an extended discovery period has been purchased on the expiring policy at least for the contract under which the work was performed.

Seller shall be responsible for all subcontractors' compliance with the insurance requirements.

II. SPECIFIC COVERAGES REQUIRED

A. Commercial Automobile Liability

Seller shall provide Commercial Automobile Liability insurance which shall include coverages for liability arising out of the use of owned, non-owned, and hired vehicles for performance of the work as required to be licensed under the California or any other applicable state vehicle code. The Commercial Automobile Liability insurance shall have not less than $1,000,000.00 combined single limit per occurrence and shall apply to all operations of Seller.

The Commercial Automobile Liability policy shall include Buyer, its Board of Directors, its members, and their officers, agents, and employees while acting within the scope of

their employment, as additional insureds with Seller (but only to the extent of Seller's insurable indemnity obligations under this Agreement), and shall insure against liability for death, bodily injury, or property damage resulting from the performance of this Agreement.

B. Commercial General Liability

Seller shall provide Commercial General Liability insurance with Contractual Liability, Independent Contractors, Broad Form Property Damage, Premises and Operations, Products and Completed Operations, fire Legal Liability and Personal Injury coverages included. Such insurance shall provide coverage for total limits actually arranged by Seller, but not less than $10,000,000.00 combined single limit per occurrence. Should the policy have an aggregate limit, such aggregate limits should not be less than double the Combined Single Limit. Umbrella or Excess Liability coverages may be used to supplement primary coverages to meet the required limits. Evidence of such coverage shall provide for the following:

1. Include Buyer and its officers, agents, and employees as additional insureds with the Named Insured for the activities and operations under this Agreement (but only to the extent of Seller's insurable indemnity obligations under this Agreement).

2. Severability-of-Interest or Cross-Liability Clause such as: "The policy to which this endorsement is attached shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the company's liability."

3. A description of the coverages included under the policy.

C. Excess Liability

Seller may use an Umbrella or Excess Liability Coverage to meet coverage limits specified in this Agreement. Seller shall require the carrier for Excess Liability to properly schedule and to identify the underlying policies as provided for Buyer on the Buyer additional insured endorsement form, or on an endorsement to the policy acceptable to Buyer's risk management agent. Such policy shall include, as appropriate, coverage for Commercial General Liability, Commercial Automobile Liability, Employer's Liability, or other applicable insurance coverages.

D. Workers' Compensation/Employer's Liability Insurance

Seller shall provide Workers' Compensation insurance covering all of Seller's employees in accordance with the laws of any state in which the work is to be performed and including Employer's Liability insurance and a Waiver of Subrogation in favor of Buyer. The limit for Employer's Liability coverage shall be not less than $1,000,000.00 each accident and shall be a separate policy if not included with Workers' Compensation coverage. Evidence of such insurance shall be in the form of a Buyer Special Endorsement of insurance or on an endorsement to the policy acceptable to Buyer's risk management agent. Workers'

Compensation/Employer's Liability exposure may be self-insured provided that Buyer is furnished with a copy of the certificate issued by the state authorizing Seller to self-insure. Seller shall notify Buyer's Risk Management Section by receipted delivery as soon as possible of the state withdrawing authority to self-insure.

F. Property All Risk Insurance

Seller shall procure and maintain an All Risk Physical Damage policy to insure the full replacement value of the property located at Facility as described in this Agreement. The policy shall include coverage for expediting expense, extra expense, Business Interruption, ensuing loss from faulty workmanship, faulty materials, or faulty design.

APPENDIX G
[FORM OF GUARANTEE]

This GUARANTEE (this "Guarantee"), dated as of [_____] (the "Effective Date"), is issued by [_____], a corporation organized and existing under the laws of Delaware ("Guarantor") in favor of California Community Power, a California joint powers authority ("Company").

Pursuant to that certain Geothermal Portfolio Power Purchase Agreement, dated as of [_____] (as the same may be amended, modified or supplemented from time to time, the "Agreement"), by and between Company and [_____], a limited liability company organized and existing under the laws of Delaware, of which Guarantor is the [indirect] parent ("Subsidiary"), and pursuant to which Guarantor will indirectly benefit from the terms and conditions thereof, and the performance by Subsidiary of its obligations thereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby covenants, undertakes and agrees with Company as follows:

SECTION 1. DEFINITIONS. Capitalized terms used herein and not otherwise defined shall have their respective meanings as set forth in the Agreement.

SECTION 2. GUARANTEE.

(a) Guarantee. Guarantor hereby irrevocably and unconditionally guarantees to and for the benefit of Company, the full and prompt payment when due of all obligations owing by Subsidiary to Company arising pursuant to the Agreement on or after the Effective Date up to the limitations set forth in the Agreement (the "Guaranteed Obligations"). The Guaranteed Obligations shall further include, without limitation, all reasonable costs and expenses (including reasonable attorneys' fees), if any, incurred in successfully enforcing Company's rights under this Guarantee.

(b) Nature of Guarantee. The Guarantee and the obligations of Guarantor hereunder shall continue to be effective or be automatically reinstated, as the case may be, even if at any time payment of any of the Guaranteed Obligations is rendered unenforceable or is rescinded or must otherwise be returned by Company upon the occurrence of any action or event including, without limitation, the bankruptcy, reorganization, winding-up, liquidation, dissolution or insolvency of the Subsidiary, Guarantor, any other Person or otherwise, all as though the payment had not been made.

(c) Absolute Guarantee. Guarantor agrees that its obligations under this Guarantee are irrevocable, absolute, independent, unconditional and continuing and shall not be affected by any circumstance that constitutes a legal or equitable discharge of a guarantor or surety other than payment in full of the Guaranteed Obligations. In furtherance of the foregoing and without limiting

the generality thereof, Guarantor agrees, subject to the other terms and conditions hereof, as follows:

(i) this Guarantee is a guarantee of payment when due and not of collectability;

(ii) Company may from time to time in accordance with the terms of the Agreement, without notice or demand and without affecting the validity or enforceability of this Guarantee or giving rise to any limitation, impairment or discharge of Guarantor's liability hereunder, (A) settle, compromise, release or discharge, or accept or refuse any offer of performance with respect to, or substitutions for, the Guaranteed Obligations or any agreement relating thereto and/or subordinate the payment or performance of the same to the payment or performance of any other obligations, (B) request and accept other guaranties of or security for the Guaranteed Obligations and take and hold security for the payment or performance of this Guarantee or the Guaranteed Obligations, (C) release, exchange, compromise, subordinate or modify, with or without consideration, any security for payment or performance of the Guaranteed Obligations, any other guarantees of the Guaranteed Obligations, or any other obligation of any person with respect to the Guaranteed Obligations, (D) enforce and apply any security now or hereafter held by or for the benefit of Company in respect of this Guarantee or the Guaranteed Obligations and direct the order or manner of sale thereof, or exercise any other right or remedy that Company may have against any such security, as Company in its discretion may determine consistent with the Agreement and any applicable security agreement, and even though such action operates to impair or extinguish any right of reimbursement or subrogation or any other right or remedy of Guarantor against Subsidiary or any other guarantor of the Guaranteed Obligations or any other guarantee of or security for the Guaranteed Obligations, and (E) exercise any other rights available to Company under the Agreement, at law or in equity; and

(iii) this Guarantee and the obligations of Guarantor hereunder shall be valid and enforceable and shall not be subject to any limitation, impairment or discharge for any reason (other than payment in full of the Guaranteed Obligations and otherwise as set forth in this Guarantee), including, without limitation, the occurrence of any of the following, whether or not Guarantor shall have had notice or knowledge of any of them: (A) any failure to assert or enforce, or agreement not to assert or enforce, or the stay or enjoining, by order of court, by operation of law or otherwise, or the exercise or enforcement of, any claim or demand or any right, power or remedy with respect to the Guaranteed Obligations or any agreement relating thereto, or with respect to any other guarantee of or security for the payment or performance of the Guaranteed Obligations; (B) any waiver, amendment or modification of, or any consent to departure from, any of the terms or provisions of the Agreement or any agreement or instrument executed pursuant thereto or of any other guarantee or security for the Guaranteed Obligations; (C) the Guaranteed Obligations, or any agreement relating thereto, at any time being found to be illegal, invalid or unenforceable in any respect; (D) the personal or corporate incapacity of any person; (E) any change in the financial condition, or the bankruptcy, administration, receivership or insolvency of Subsidiary or any other person, or any rejection, release, stay or discharge of Subsidiary's or any other person's obligations in connection with any bankruptcy, administration, receivership or similar proceeding or otherwise or any disallowance of all or any portion of any claim by Company, its successors or permitted assigns in connection with any such proceeding; (F) any change in the corporate existence of, or cessation of existence of, Guarantor or the Subsidiary

(whether by way of merger, amalgamation, transfer, sale, lease or otherwise); (G) the failure to create, preserve, validate, perfect or protect any security interest granted to, or in favor of, any person; (H) any substitution, modification, exchange, release, settlement or compromise of any security or collateral for or guaranty of any of the Guaranteed Obligations or failure to apply such security or collateral or failure to enforce such guaranty; (I) the existence of any claim, set-off, or other rights which Guarantor or any affiliate thereof may have at any time against Company or any affiliate thereof in connection with any matter unrelated to the Agreement; and (J) any other act or thing or omission, or delay to do any other act or thing, which may or might in any manner or to any extent vary the risk of Guarantor as an obligor in respect of the Guaranteed Obligations.

(d) Currency. All payments made by Guarantor hereunder shall be made in U.S. dollars in immediately available funds.

(e) Defenses. Notwithstanding anything herein to the contrary, Guarantor specifically reserves to itself all rights, counterclaims and other defenses that the Subsidiary is or may be entitled to arising from or out of the Agreement, except for any defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of the Subsidiary, or the lack of power or authority of the Subsidiary to enter into the Agreement and to perform its obligations thereunder, or the lack of validity or enforceability of the Subsidiary's obligations under the Agreement or any transaction thereunder; provided, however, that under no circumstances shall Guarantor's liability under this Guarantee exceed Subsidiary's liability under the Agreement.

SECTION 3. OTHER PROVISIONS OF THE GUARANTEE.

(a) Demands and Payment.

(i) If Subsidiary fails to pay any Guaranteed Obligations when such Guaranteed Obligation is due and owing under the Agreement (an "Overdue Obligation"), Company may present a written demand to Guarantor calling for Guarantor's payment of such Overdue Obligation pursuant to this Guarantee (a "Payment Demand").

(ii) Guarantor's obligation hereunder to pay any particular Overdue Obligation(s) to Company is conditioned upon Guarantor's receipt of a Payment Demand from Company satisfying the following requirements: (1) such Payment Demand must identify the specific Overdue Obligation(s) covered by such demand, the specific date(s) upon which such Overdue Obligation(s) became due and owing under the Agreement, and the specific provision(s) of the Agreement pursuant to which such Overdue Obligation(s) became due and owing; (2) such Payment Demand must be delivered to Guarantor in accordance with Section 5 below; and (3) the specific Overdue Obligation(s) addressed by such Payment Demand must remain due and unpaid at the time of such delivery to Guarantor.

(iii) After issuing a Payment Demand in accordance with the requirements specified in Section 3(b) above, Company shall not be required to issue any further notices or make any further demands with respect to the Overdue Obligation(s) specified in that Payment Demand, and, subject to Section 2(e) above, Guarantor shall be required to make payment with respect to the Overdue Obligation(s) specified in that Payment Demand within twenty (20) Business Days after Guarantor receives such demand.

(b) Waivers by Guarantor. Guarantor hereby waives for the benefit of Company, to the maximum extent permitted by Applicable Law:

(i) notice of acceptance hereof;

(ii) notice of any action taken or omitted to be taken by Company in reliance hereon;

(iii) any right to require Company, as a condition of payment by Guarantor, to (A) proceed against or exhaust its remedies against Subsidiary or any person, including any other guarantor of the Guaranteed Obligations, or (B) proceed against or exhaust any security held from Subsidiary or any person, including any other guarantor of the Guaranteed Obligations;

(iv) subject to Clause 2(e), any defense arising by reason of the incapacity, lack of authority or any disability of Subsidiary including, without limitation, any defense based on or arising out of the lack of validity or the unenforceability of the Guaranteed Obligations or any agreement or instrument relating thereto or by reason of the cessation of the liability of Subsidiary from any cause other than payment in full of the Guaranteed Obligations or termination of this Guarantee in accordance with its terms; and

(v) any requirement that Company protect, secure, perfect or insure any security interest or lien or any property subject thereto.

(c) Deferral of Subrogation. Until such time as the Guaranteed Obligations have been paid or performed in full, notwithstanding any payment made by Guarantor hereunder or the receipt of any amounts by Company with respect to the Guaranteed Obligations, (i) Guarantor (on behalf of itself, its successors and assigns, including any surety) hereby expressly agrees not to exercise any right, nor assert the impairment of such rights, it may have to be subrogated to any of the rights of Company against Subsidiary or against any other collateral security held by Company for the payment or performance of the Guaranteed Obligations, (ii) Guarantor agrees that it will not seek any reimbursement from Company in respect of payments or performance made by Guarantor in connection with the Guaranteed Obligations, or amounts realized by Company in connection with the Guaranteed Obligations and (iii) Guarantor shall not claim or prove in a liquidation or other insolvency proceeding of the Subsidiary in competition with the Company. If any amount shall be paid to Guarantor on account of such subrogation rights at any time when all of the Guaranteed Obligations shall not have been paid in full or otherwise fully satisfied, such amount shall be held in trust by Guarantor for the benefit of Company and shall forthwith be paid to Company, to be credited and applied to the Guaranteed Obligations.

SECTION 4. REPRESENTATIONS AND WARRANTIES OF GUARANTOR. Guarantor hereby represents, warrants, and undertakes to Company as follows:

(a) Guarantor is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and has the corporate power, authority and legal right to own its property and assets and to transact the business in which it is engaged.

(b) Guarantor has full power, authority and legal right to execute and deliver this Guarantee and all other instruments, documents and agreements required by the provisions of this

Guarantee to be executed, delivered and performed by Guarantor, and to perform its obligations hereunder and thereunder.

(c) The execution, delivery and performance of this Guarantee and all other instruments, documents and agreements required by the provisions of this Guarantee to be executed, delivered and performed by Guarantor have been duly authorized by all necessary company action on the part of Guarantor and do not contravene or conflict with Guarantor's memorandum and articles of association.

(d) This Guarantee and all other instruments, documents and agreements required by the provisions of this Guarantee to be executed, delivered and performed by Guarantor have been duly executed and delivered by Guarantor and constitute the legal, valid and binding obligations of Guarantor, enforceable against it in accordance with their respective terms.

(e) Neither the execution and delivery of this Guarantee nor the performance of the terms and conditions hereof by Guarantor shall result in (i) a violation or breach of, or a default under, or a right to accelerate, terminate or amend, any contract, commitment or other obligation to which Guarantor is a party or is subject or by which any of its assets are bound, or (ii) a violation by Guarantor of any Applicable Law.

(f) There are no actions, suits, investigations, proceedings, condemnations, or audits by or before any court or other governmental or regulatory authority or any arbitration proceeding pending or, to its actual knowledge after due inquiry, threatened against or affecting Guarantor, its properties, or its assets that would impair Guarantor's ability to perform its obligations under this Guarantee.

(g) All necessary action has been taken under Applicable Laws to authorize the execution, delivery and performance of this Guarantee. No governmental approvals or other consents, approvals, or notices of or to any person are required in connection with the execution, delivery, performance by Guarantor, or the validity or enforceability, of this Guarantee.

SECTION 5. NOTICES. All Payment Demands, notices, demands, instructions, waivers, consents, or other communications required or permitted hereunder shall be in writing in the English language and shall be sent by personal delivery, courier, certified mail, electronic mail or facsimile, to the following addresses:

(a) If to Guarantor:

[_____].
6140 Plumas Street
Reno, NV 89519-6075
Attention: Asset Manager
Facsimile No.: 775-356-9039
Email: AssetManagement@ormat.com

With a copy to (which shall not constitute notice):

[_____].

6140 Plumas Street
Reno, NV 89519-6075
Attention: Legal Department
Facsimile No.: 775-356-9039
Email: ContractNotices@ormat.onmicrosoft.com

(b) If to Company:

[_____]
[_____]
[_____]
Attention: [_____]
Facsimile No.: [_____]
Email: [_____]

With a copy to (which shall not constitute notice):

[_____]
[_____]
[_____]
Attention: [_____]
Facsimile No.: [_____]
Email: [_____]

The addresses and facsimile numbers of either party for notices given pursuant to this Guarantee may be changed by means of a written notice given to the other party at least three (3) Business Days (being a day on which clearing banks are generally open for business in the jurisdiction of the party to whom a notice is sent) prior to the effective date of such change. Any notice required or authorized to be given hereunder shall be in writing (unless otherwise provided) and shall be served (i) personally, (ii) by courier service, (iii) by electronic email or (iv) by facsimile transmission addressed to the relevant Person at the address stated below or at any other address notified by that Person as its address for service. Any notice so given personally shall be deemed to have been served on delivery, any notice so given by express courier service shall be deemed to have been served the next Business Day after the same shall have been delivered to the intended Person, and any notice so given by electronic mail or facsimile transmission shall be deemed to have been served on dispatch unless dispatched after the recipient's normal business hours on a Business Day or dispatched on any day other than a Business Day, in which case such notice shall be deemed to have been delivered on the next Business Day. As proof of such service it shall be sufficient to produce a receipt showing personal service, the receipt of a courier company showing the correct address of the addressee, a copy of the electronic mail showing the correct electronic mail address of the addressee or an activity report of the sender's facsimile machine showing the correct facsimile number of the Person on whom notice is served and the correct number of pages transmitted.

SECTION 6. MISCELLANEOUS PROVISIONS.

(a) Waiver; Remedies Cumulative. No failure on the part of Company to exercise, and no delay on the part of Company in exercising, any right or remedy, in whole or in part

hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver by Company shall be effective unless it is in writing and such writing expressly states that it is intended to constitute such waiver. Any waiver given by Company of any right, power or remedy in any one instance shall be effective only in that specific instance and only for the purpose for which given and will not be construed as a waiver of any right, power or remedy on any future occasion. The rights and remedies of Company herein provided are cumulative and not exclusive of any rights or remedies provided by Applicable Law.

(b) Successors and Assigns. This Guarantee shall be binding upon the successors of Guarantor and shall inure to the benefit of Company and its successors and permitted assigns. Guarantor shall not assign or transfer all or any part of its rights or obligations hereunder without the prior written consent of Company, which consent shall not be unreasonably withheld. Any purported assignment or delegation without such written consent shall be null and void. Company may assign its rights and obligations hereunder to any assignee of its rights under the Agreement permitted in accordance with Section 14.7 of the Agreement.

(c) Amendment. This Guarantee may not be modified, amended, terminated or revoked, in whole or in part, except by an agreement in writing signed by Company and Guarantor.

(d) Termination, Limits and Release. This Guarantee is irrevocable, unconditional and continuing in nature and is made with respect to all Guaranteed Obligations now existing or hereafter arising and shall remain in full force and effect until the earlier of (i) the time when in accordance with the terms of the Agreement all of the Guaranteed Obligations are fully satisfied and discharged or (ii) Subsidiary has provided the alternative Delivery Term Security to Buyer then, and only then, this Guarantee shall automatically be released and shall be of no further force and effect; otherwise, it shall remain in full force and effect. Other than as set forth in the previous sentence, no release of this Guarantee shall be valid unless executed by Company and delivered to Guarantor. Except with respect to (x) claims made by, damages incurred by, or amounts payable to third parties pursuant to an indemnity given under the Agreement and (y) claims arising out of Subsidiary's fraud or willful misconduct, under no circumstances will Guarantor's aggregate liability hereunder exceed the amount of Delivery Term Security required in the Agreement.

(e) Law and Jurisdiction.

(i) THIS GUARANTEE IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD FOR ANY PRINCIPLES OF CONFLICTS OF LAW THAT WOULD DIRECT OR PERMIT THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

(ii) GUARANTOR AND COMPANY IRREVOCABLY AGREE THAT THE STATE AND FEDERAL COURTS LOCATED IN SAN FRANCISCO COUNTY, CALIFORNIA, SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY SUIT, ACTION OR PROCEEDING, AND TO SETTLE ANY DISPUTE, WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THIS GUARANTEE, AND FOR SUCH PURPOSES HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF SUCH COURTS, AND GUARANTOR CONSENTS TO THE JURISDICTION OF, AND TO THE LAYING OF VENUE IN, SUCH COURTS FOR SUCH PURPOSES AND HEREBY WAIVES

ANY DEFENSE BASED ON LACK OF VENUE OR PERSONAL JURISDICTION OR OF INCONVENIENT FORUM.

(f) Survival. All representations and warranties made in this Guarantee and by Guarantor in any other instrument, document, or agreement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Guarantee.

(g) Severability. Any provision of this Guarantee that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Where provisions of law or regulation resulting in such prohibition or unenforceability may be waived, they are hereby waived by Guarantor and Company to the full extent permitted by law so that this Guarantee shall be deemed a valid binding agreement in each case enforceable in accordance with its terms.

(h) Third Party Rights. The terms and provisions of this Guarantee are intended solely for the benefit of Company and Guarantor and their respective successors and permitted assigns, and it is not the intention of Company or Guarantor to confer upon any other persons any rights by reason of this Guarantee.

(i) No Set-off, Deduction or Withholding. Guarantor hereby guarantees that payments hereunder shall be made without set-off or counterclaim and free and clear of and without deduction or withholding for any taxes; provided, that if the Guarantor shall be required under Applicable Law to deduct or withhold any taxes from such payments, then (i) the sum payable by Guarantor shall be increased as necessary so that after making all required deductions and withholdings (including deductions and withholdings applicable to additional sums payable pursuant to this sentence) the Company receives an amount equal to the sum it would have received had no such deduction or withholding been required, (ii) Guarantor shall make such deduction or withholding, and (iii) Guarantor shall timely pay the full amount deducted or withheld to the relevant governmental authority in accordance with Applicable Law.

(j) Waiver of Right to Trial by Jury. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF GUARANTOR AND COMPANY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTEE. EACH OF GUARANTOR AND COMPANY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

(k) Counterparts; Facsimile Signatures. This Guarantee may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by facsimile shall be deemed to be original signatures.

[Signature page follows.]

IN WITNESS WHEREOF, Guarantor has duly executed this Guarantee on the day and year first before written.

[_____], a Delaware Corporation

_____

Name:
Title:

Acknowledged and Accepted:

[_____], a [_____]

_____

Name:
Title:

APPENDIX H

QUALITY ASSURANCE PROGRAM

Seller shall implement a Quality Assurance ("Q/A") Program to ensure that the operation of each Facility fulfills the requirements of this Agreement. The Q/A Program shall provide assurance that purchasing, manufacturing, shipping, storage, and examination of all equipment, materials, services and maintenance of each Facility will comply with the requirements of this Agreement, all applicable Requirements of Law and the manufacturers or suppliers' requirements for successful operation of the Facility.

Quality at Seller

Seller believes that quality is the unit of measure for assessing fulfillment of project goals. A quality project meets or exceeds the contract requirements and accepted standards of professional and industry practice. Furthermore, high quality projects are those that address client and societal needs more successfully than "low" quality projects. While this may seem like a straightforward definition, the process to ensure quality is much more involved and includes quality management, quality planning, quality control, quality assurance, a quality system, and total quality management.

"Quality assurance" refers to a process that reduces the potential for error throughout the phases of a project. On projects with a Q/A Program, the chances of producing a poor-quality deliverable are substantially reduced. Quality control procedures are an integral part of quality assurance. Historically, industry has used the term "quality control" to indicate a checking procedure for verifying the quality of deliverables. This checking commonly occurs at the end of the process, long after an error may have been made and compounded by subsequent work. While quality control checks at the end of a project are an essential exercise, scheduled periodic reviews at each phase are integral to Seller's Q/A Program. In addition, quality maintenance which meet or exceed manufacturers' or suppliers' requirements and best industry practices must be an integral part of Seller's Q/A Program.

The Quality Management Process

The surest way to achieve satisfactory quality is to adhere to a proven quality process. The term "quality" most accurately refers to a project's ability to satisfy needs when considered as a whole and each part of the process meets or exceeds the standards of Prudent Utility Practices.

Seller project management team is responsible for proactively planning and directing the quality of the work process, services, and deliverables. Seller's project management team utilizes a written maintenance manual for each Facility for the duration of the commercial operation that complies with the maintenance manuals of the manufacturers and suppliers from whom the Seller has purchased equipment or material and best industry practices.

APPENDIX I

FORM OF MILESTONE SCHEDULE

Name of Facility:

Facility Milestones:

Milestone	Footnote	Milestone Date
Evidence of Site Control	1	
CEC Pre-Certification Obtained	2	
Interconnection Agreement executed	3	
Major Equipment procured	4	
Federal and State discretionary permits obtained	5	
Construction Start	6	
Firm Transmission obtained	7	
Commercial Operation Date	8	

The documents listed below in footnotes (which many be redacted to remove confidential information) shall be provided by Seller to Buyer by the Milestone Date for the Milestone shown above.

Footnotes:

1. Seller shall have provided Buyer with real property agreements sufficient to demonstrate that Seller or its Affiliates owns the Site, has a right-of-way with respect to the Site, or is the lessee of the Site under a lease.
2. Seller shall have provided Buyer with documentation from the CEC demonstrating the Facility is CEC Pre-Certified.
3. Seller shall have provided Buyer with a copy of the executed Interconnection Agreement for the Facility.
4. Seller shall have provided Buyer with documentation evidencing that all major equipment required for construction of the Facility have been ordered.
5. Seller shall have provided Buyer with a copy of a temporary or final certificate of occupancy (or equivalent) for the Facility.
6. Seller shall have provided Buyer with a fully executed copy of the Notice to Proceed, which many be redacted to remove confidential information, and evidence that construction has commenced (e.g., project management reports or photos on status of construction).

7. Seller shall have provided Buyer with fully executed copy(ies) of the Transmission Service Agreements(s) with Transmission Service Provider showing Firm Transmission rights sufficient to deliver Facility Delivered Energy to the Points of Delivery.
8. Seller shall have provided written notice to Buyer certifying that the Facility satisfies the definition of Commercial Operation in Article I of this Agreement.

APPENDIX J

GUARANTEED GENERATION AND MAXIMUM GENERATION

"**Guaranteed Generation**" means, for each Contract Year, the result of the following equation:

Guaranteed Generation (in MWh) =

$$\sum_{j=1}^{n} A_j \times (B_j \div C_j) \times D_j \times E_j$$

Where:

j = each Facility that has achieved Commercial Operation as of the end of such Contract Year;

n = the total number of Facilities that have achieved Commercial Operation as of the end of such Contract Year;

A = Facility Net Capacity for Facility "j";

B = the number of days in such Contract Year occurring after Facility "j" achieved Commercial Operation;

C = the total number of days in such Contract Year;

D = 8,760 hours;

E = ninety percent (90%); and.

$\sum$ = summation of n Facilities.

"**Maximum Generation**" means (i) for each hour, the product of the Project Net Capacity for such hour, expressed in MW, and one hundred fifty percent (150%); and (ii) for each Contract Year, the result of the following equation:

Maximum Generation (in MWh) =

$$\sum_{j=1}^{n} A_j \times (B_j \div C_j) \times D_j \times E_j$$

Where:

j = each Facility that has achieved Commercial Operation as of the end of such Contract Year;

n = the total number of Facilities that have achieved Commercial Operation as of the end of such Contract Year;

A = Facility Net Capacity for Facility "j";

B = the number of days in such Contract Year occurring after Facility "j" achieved Commercial Operation;

C = the total number of days in such Contract Year;

D = 8,760 hours;

E = one hundred ten percent (110%); and

$\sum$ = summation of n Facilities.

Within thirty (30) days after the last Facility achieves Commercial Operation hereunder, the Parties will administratively update this Appendix J to replace the formulas for Guaranteed Generation and Maximum Generation for each Contract Year with a table substantially in the form set forth below, which specifies the Guaranteed Generation and Maximum Generation for each Contract Year. For purposes of populating such table, (i) the Guaranteed Generation and Maximum Generation for the Contract Year following the Contract Year in which the last Facility achieves Commercial Operation hereunder will be established based on the formulas set forth above in this Appendix J, and (ii) the Guaranteed Generation and Maximum Generation for each Contract Year thereafter will be equal to 99.5% of the value for the prior Contract Year.

Form of Guaranteed Generation and Maximum Generation Table

Contract Year	Guaranteed Generation [MWh]	Maximum Generation [MWh]
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24(if applicable)		
25(if applicable)		

APPENDIX K

FORM OF COMMERCIAL OPERATION DATE CERTIFICATE

This certification ("**Certification**") of commercial operation is delivered by _____[*licensed professional engineer*] ("**Engineer**") to _____ **(**"**Buyer**") in accordance with the terms of that certain Geothermal Portfolio Power Purchase Agreement dated _____ ("**Agreement**") by and between _____ and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

As of _____[DATE]_____, Engineer hereby certifies and represents to Buyer the following:

1. The Facility is fully operational, reliable and interconnected, fully integrated and synchronized with the Transmission System.

2. Seller has installed equipment for the Facility with a nameplate capacity of no less than one hundred percent (100%) of the Facility Net Capacity.

3. The Facility's testing included a performance test demonstrating peak electrical output of no less than one hundred percent (100%) of the Facility Net Capacity for the Facility at the Points of Delivery, as adjusted for ambient temperature, resource temperature, and flow rate in accordance with the Performance Testing Conditions Criteria on the date of the Facility testing, and such peak electrical output, as adjusted, was peak output in MW.

EXECUTED by **[**LICENSED PROFESSIONAL ENGINEER**]**
this _____ day of _____, 20__.

APPENDIX L

FORM OF BUYER LIABILITY PASS THROUGH AGREEMENT

This Buyer Liability Pass Through Agreement (this "***BLPTA***") is entered into as of [_____], 2022 (the "***BLPTA Effective Date***") by and between [_____], a [_____] (together with its successors and permitted assigns "***Project Participant***"), California Community Power, a California joint powers authority ("***CC Power***"), and [_____], a [_____] (together with its successors and permitted assigns "***Seller***"). Seller, CC Power, and Project Participant are sometimes referred to herein individually as a "***Party***" and jointly as the "***Parties***".

RECITALS

WHEREAS, CC Power and Seller have entered into that certain Renewable Power Purchase Agreement (as amended, restated or otherwise modified from time to time, the "***PPA***") dated as of [_____], 2022;

WHEREAS, Project Participant is entering into this BLPTA to secure, in part, CC Power's obligations under the PPA;

WHEREAS, Project Participant is named as a Project Participant under the PPA and will derive substantial direct and indirect benefits from the execution and delivery of the PPA;

WHEREAS, Seller and CC Power will derive substantial and direct benefits from the execution and delivery of this BLPTA; and

WHEREAS, initially capitalized terms used but not defined herein have the meaning set forth in the PPA.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

AGREEMENT

1. Project Participant Covenants. For value received, Project Participant does hereby unconditionally, absolutely, and irrevocably guarantee, as obligor and not as a surety, to Seller the complete and prompt payment of such Project Participant's Liability Share as set forth on Appendix M, as the same may be adjusted pursuant to Paragraph 4 hereof, of all payment obligations and liabilities now or hereafter owing by CC Power to Seller under the PPA, including liabilities for payments owed by CC Power pursuant to Section 11.2 of the PPA or any Termination Payment owed by CC Power, as applicable, and any other damage payments or reimbursement amounts (each such obligation or liability of CC Power under the PPA, a "***Guaranteed Amount***"). Any payment made directly from CC Power to Seller under the PPA shall reduce Project Participant's liability hereunder by reducing the total amount that is used to calculate the Guaranteed Amount pursuant to the preceding sentence. This BLPTA is an irrevocable, absolute, unconditional, and

continuing guarantee of the punctual payment and performance, and not of collection, of Project Participant's Liability Share of the Guaranteed Amount. In the event CC Power shall fail to duly, completely, or punctually pay any amount owed by Buyer pursuant to the terms and conditions of the PPA, and such failure is not remedied within thirty (30) calendar days after notice thereof pursuant to Section 13.1(a) of the PPA, or in the event CC Power shall fail to duly, completely, or punctually pay any Termination Payment owed by CC Power pursuant to Section 13.3(d) of the PPA, Project Participant shall promptly pay Project Participant's Liability Share of the Guaranteed Amount, as required herein. Project Participant shall be liable to Seller for all reasonable costs and expenses (including reasonable attorneys' fees), if any, incurred in successfully enforcing Seller's rights under this Agreement ("***Enforcement Costs***"), which Enforcement Costs shall be in addition to Project Participant's liability for the Guaranteed Amount. Project Participant shall pay any Enforcement Costs to Seller within thirty (30) calendar days after Seller's delivery of an invoice therefor, together with documentation reasonably supporting the invoiced amount.

2. **Seller Waiver**. In consideration of the foregoing, Seller unconditionally waives all right to recover directly from CC Power any Termination Payment that is not paid by CC Power pursuant to Section 13.3(d) of the PPA, but the foregoing waiver does not apply to any other right or remedy of Seller under the PPA, including the right to recover payments owed by CC Power pursuant to Section 11.2 of the PPA, other amounts payable or reimbursable under the PPA or any other amounts incurred or accrued prior to termination of the PPA and the right to terminate the PPA as the result of a Default by Buyer.

3. **Demand Notice**. For avoidance of doubt, Seller may demand payment from Project Participant for purposes of this BLPTA only when and if a Termination Payment that is owed by CC Power pursuant to Section 13.3(d) is not duly, completely, or punctually paid by CC Power pursuant to the terms and conditions of the PPA, or when and if CC Power fails to make timely payment as required in the PPA and such failure is not remedied by CC Power within thirty (30) calendar days after notice thereof is issued pursuant to Section 13.1(a), as applicable. If CC Power fails to pay any amount when due pursuant to the PPA, and such failure is not remedied by CC Power within the timeframe afforded to CC Power to cure such non-payment, then Seller may exercise its rights under this BLPTA and make a payment demand upon Project Participant to pay Project Participant's Liability Share of the unpaid Guaranteed Amount (a "***Payment Demand***"). A Payment Demand shall be in writing and shall reasonably specify (a) what amount CC Power has failed to pay, (b) an explanation of why such payment is due and owing, (c) a calculation of Project Participant's Liability Share of the Guaranteed Amount, and (d) a specific statement that Seller is requesting that Project Participant pay its Liability Share of the unpaid Guaranteed Amount under this BLPTA. Project Participant shall, within fifteen (15) Business Days following its receipt of the Payment Demand, pay to Seller Project Participant's Liability Share of the unpaid Guaranteed Amount.

4. **Replacement BLPTAs.** Upon Seller's execution of Replacement BLPTAs pursuant to Section 5.12(b) of the PPA, Seller shall cancel this Buyer Liability Pass Through Agreement, effective upon the effectiveness of the Replacement BLPTAs. For the avoidance of doubt, the cancellation of existing Buyer Liability Pass Through Agreements shall not be effective unless and until the Replacement BLPTAs have become effective and binding.

5. **Scope and Duration of BLPTA**. The obligations under this BLPTA are independent of the obligations of CC Power under the PPA, and an action may be brought to enforce this BLPTA whether or

not action is brought against CC Power under the PPA. This BLPTA shall continue in full force and effect from the BLPTA Effective Date, unless Replacement BLPTAs are executed, until both of the following have occurred: (a) the Agreement Term of the PPA has expired or terminated early, and (b) either (i) all payment and indemnity obligations of CC Power due and payable under the PPA are paid in full (whether directly or indirectly such as through set-off or netting) or have otherwise expired or (ii) Project Participant has paid the maximum Guaranteed Amount in full. This BLPTA shall also continue to be effective or be reinstated, as the case may be, if at any time any payment of any Guaranteed Amount by CC Power is rescinded or must otherwise be returned by Seller upon the insolvency, bankruptcy or reorganization of CC Power or similar proceeding, all as though such payment had not been made, and Project Participant's Liability Share of such Guaranteed Amount shall be subject to payment following a Payment Demand issued pursuant to this BLPTA. Without limiting the generality of the foregoing, and to the extent that the Project Participant has not paid its maximum Guaranteed Amount in full, the obligations of the Project Participant hereunder shall not be released, discharged, or otherwise affected, and this BLPTA shall not be invalidated or impaired or otherwise affected for the following reasons:

a) The extension of time for the payment of any Guaranteed Amount; or

b) Any amendment, modification or other alteration of the PPA; or

c) Any insurance that may be available to cover any loss, except to the extent insurance proceeds are used to satisfy the Guaranteed Amount; or

d) Any voluntary or involuntary liquidation, dissolution, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar proceeding affecting CC Power, or any Project Participant, including but not limited to any rejection or other discharge of CC Power's obligations under the PPA, or such Project Participant's obligations hereunder, imposed by any court, trustee or custodian or any similar official or imposed by any law, statue or regulation, in each such event in any such proceeding; or

e) Any reorganization of CC Power or Project Participant, or any merger or consolidation of CC Power or Project Participant into or with any other Person, or the sale of all or substantially all of the assets of CC Power or Project Participants; or

f) The receipt, release, modification or waiver of, or failure to pursue or seek relief under or with respect to, the PPA, any other BLPTA, guaranty, collateral, pledge or security device whatsoever; or

g) CC Power's, or any Project Participant's inability to pay any Guaranteed Amount or perform its obligations under the PPA or hereunder as the case may be; or

h) Any other event or circumstance that may now or hereafter constitute a defense to payment of the Guaranteed Amount, by either CC Power or any Project Participant, including, without limitation, statute of frauds and accord and satisfaction; *provided* that Project Participant reserves the right to assert for itself any defenses, setoffs or counterclaims that CC Power is or may be entitled to assert against Seller under the terms of the PPA (but not otherwise), including with respect to disputes regarding the calculation of a Guaranteed Amount.

6. **Waivers by Project Participant**. Project Participant hereby unconditionally waives as a condition precedent to the performance of its obligations hereunder, with the exception of the requirements in Paragraphs 2 and 3, (a) notice of acceptance, presentment, demand, or protest, notice of any of the events described in Paragraph 5, or any other notice or demand of any kind with respect to the Guaranteed Amounts and this BLPTA, (b) any requirement that Seller pursue or exhaust any right, power or remedy or proceed against CC Power under the PPA or otherwise or against any other Person, including any obligation to pursue any other BLPTAs, or to marshal assets, (c) any defense based on any of the matters described in Paragraph 4, (d) all rights of subrogation or other rights to pursue CC Power for payments made under this BLPTA until all amounts owing under the PPA have been paid in full, and (e) any duty of Seller to disclose any information or other matters relating to the business, operations or finances or other condition of CC Power, any Project Participant, or any other Person who has provided a BLPTA or other security or guaranty with respect to the PPA now or hereafter known to Seller. Project Participant further acknowledges and agrees that it is and will be bound by actions taken and elections made by CC Power under the PPA and waives any defense based on lack of notice or consent, or CC Power's authority or lack thereof or the validity, regularity or advisability of the actions taken or elections made.

7. **Project Participant Representations and Warranties**. Project Participant hereby represents and warrants that (a) it has all necessary and appropriate powers and authority and the legal right to execute and deliver, and perform its obligations under, this BLPTA, (b) this BLPTA constitutes its legal, valid and binding obligations enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium and other similar laws affecting enforcement of creditors' rights or general principles of equity, (c) the execution, delivery and performance of this BLPTA does not and will not contravene Project Participant's organizational documents, any applicable Law or any contractual provisions binding on or affecting Project Participant, (d) there are no actions, suits or proceedings pending before any court, governmental agency or arbitrator, or, to the knowledge of the Project Participant, threatened, against or affecting Project Participant or any of its properties or revenues which may, in any one case or in the aggregate, adversely affect the ability of Project Participant to enter into or perform its obligations under this BLPTA, and (e) no consent or authorization of, filing with, or other act by or in respect of, any arbitrator or Governmental Authority, and no consent of any other Person (including, any member of the Project Participant), that has not heretofore been obtained is required in connection with the execution, delivery, performance, validity or enforceability of this BLPTA by Project Participant.

8. **Seller Representations and Warranties**. Seller hereby represents and warrants that (a) it has all necessary and appropriate powers and authority and the legal right to execute and deliver, and perform its obligations under, this BLPTA, (b) this BLPTA constitutes its legal, valid and binding obligations enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium and other similar laws affecting enforcement of creditors' rights or general principles of equity, (c) the execution, delivery and performance of this BLPTA does not and will not contravene Seller's organizational documents, any applicable Law or any contractual provisions binding on or affecting Seller, (d) there are no actions, suits or proceedings pending before any court, governmental agency or arbitrator, or, to the knowledge of the Seller, threatened, against or affecting Seller or any of its properties or revenues which may, in any one case or in the aggregate, adversely affect the ability of Seller to enter into or perform its obligations under this BLPTA, and (e) no consent or authorization of, filing with, or other act by or in respect of, any arbitrator or Governmental Authority, and no consent of any other Person (including,

any stockholder or creditor of the Seller), that has not heretofore been obtained is required in connection with the execution, delivery, performance, validity or enforceability of this BLPTA by Seller.

9. **CC Power Representations and Warranties**. CC Power hereby represents and warrants that (a) it has all necessary and appropriate powers and authority and the legal right to execute and deliver, and perform its obligations under, this BLPTA, (b) this BLPTA constitutes its legal, valid and binding obligations enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium and other similar laws affecting enforcement of creditors' rights or general principles of equity, (c) the execution, delivery and performance of this BLPTA does not and will not contravene CC Power's organizational documents, any applicable Law or any contractual provisions binding on or affecting CC Power, (d) there are no actions, suits or proceedings pending before any court, governmental agency or arbitrator, or, to the knowledge of the CC Power, threatened, against or affecting CC Power or any of its properties or revenues which may, in any one case or in the aggregate, adversely affect the ability of CC Power to enter into or perform its obligations under this BLPTA, and (e) no consent or authorization of, filing with, or other act by or in respect of, any arbitrator or Governmental Authority, and no consent of any other Person (including, any member of CC Power), that has not heretofore been obtained is required in connection with the execution, delivery, performance, validity or enforceability of this BLPTA by CC Power.

10. **Notices**. Notices under this BLPTA shall be deemed received if sent to the address specified below: (i) on the day received if served by overnight express delivery, and (ii) four (4) Business Days after mailing if sent by certified, first-class mail, return receipt requested. Any Party may change its address or facsimile to which notice is given hereunder by providing notice of the same in accordance with this Paragraph 10.

If delivered to Seller, to it at:

[____]
Attn: [____]
Fax: [____]

If delivered to Project Participant, to it at:

[____]
Attn: [____]
Fax: [____]

If delivered to CC Power, to it at:

[____]
Attn: [____]
Fax: [____]

11. **Governing Law and Forum Selection**. This BLPTA shall be governed by, and interpreted and construed in accordance with, the laws of the United States and the State of California, excluding choice of law rules. The Parties agree that any suit, action or other legal proceeding by or against any Party (or its affiliates or designees) with respect to or arising out of this BLPTA shall be brought in the federal courts of

the United States or the courts of the State of California sitting in the county of San Francisco, California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of *forum non conveniens*.

12. **Miscellaneous**. This BLPTA shall be binding upon the Parties and their respective successors and assigns and shall inure to the benefit of the Parties and their successors and permitted assigns. No provision of this BLPTA may be amended or waived except by a written instrument executed by Seller, CC Power, and Project Participant. No provision of this BLPTA confers, nor is any provision intended to confer, upon any third party (other than the Parties' successors and permitted assigns) any benefit or right enforceable at the option of that third party. This BLPTA embodies the entire agreement and understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the Parties hereto, verbal or written, relating to the subject matter hereof. If any provision of this BLPTA is determined to be illegal or unenforceable (i) such provision shall be deemed restated in accordance with applicable Laws to reflect, as nearly as possible, the original intention of the Parties hereto, and (ii) such determination shall not affect any other provision of this BLPTA and all other provisions shall remain in full force and effect. This BLPTA may be executed in any number of separate counterparts, each of which when so executed shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This BLPTA may be executed and delivered by electronic means with the same force and effect as if the same was a fully executed and delivered original manual counterpart.

13. **Assignment**. Except as provided below in this Paragraph 13, no Party may assign this BLPTA or its rights or obligations under this BLPTA, without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned or delayed. Seller may, without the prior written consent of Project Participant and CC Power, transfer or assign this BLPTA to any Person to whom Seller may assign its rights or obligations under the PPA, including assignments for financing purposes, including a Portfolio Financing; *provided*, Seller shall give Project Participant and CC Power notice at least fifteen (15) Business Days before the date of such proposed assignment and, except in the case of a collateral assignment or other assignment for financing purposes, provide Project Participant and CC Power a written agreement signed by the Person to which Seller wishes to assign its interests that provides that such Person will fully assume all of Seller's obligations and liabilities under this BLPTA, including obligations and liabilities that arose prior to the date of transfer or assignment, upon such transfer or assignment. Project Participant may, without the prior written consent of Seller and CC Power, transfer or assign this BLPTA to any member of CC Power that (A) has a Credit Rating of at least BBB- from S&P or Baa3 from Moody's, and (B) is a load serving entity; *provided*, Project Participant shall give Seller and CC Power notice at least fifteen (15) Business Days before the date of such proposed assignment and provide to Seller and CC Power a written agreement signed by the Person to which Project Participant wishes to assign its interests that provides that such Person will fully assume all of Project Participant's obligations and liabilities, including obligations and liabilities that arose prior to the date of transfer or assignment, under this BLPTA upon such transfer or assignment, and such agreement is reasonably acceptable to Seller.

14. **No Recourse to Members of Project Participant**. Project Participant is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to its joint powers agreement and is a public entity separate from its constituent members. Project Participant shall solely be responsible for all debts, obligations and liabilities

accruing and arising out of this BLPTA. Seller and CC Power shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Project Participant's constituent members, or the officers, directors, advisors, contractors, consultants or employees of Project Participant or its constituent members, in connection with this BLPTA.

15. No Recourse to Members of CC Power. CC Power is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to its Joint Powers Agreement and is a public entity separate from its constituent members. Except as expressly set forth in the PPA and this BLPTA, CC Power shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this BLPTA, and as such, Seller and Project Participant shall have no rights and shall not make any claims, take any actions or assert any remedies against any of CC Power's constituent members, or the officers, directors, advisors, contractors, consultants or employees of Project Participant or its constituent members, in connection with this BLPTA.

16. CleanPowerSF as Project Participant. Paragraph 14 shall not apply if CleanPowerSF is the Project Participant, but the following shall apply:

a) Designated Fund. CleanPowerSF payment obligations under this BLPTA are special limited obligations of CleanPowerSF payable solely from the revenues of CleanPowerSF. CleanPowerSF's payment obligations under this BLPTA are not a charge upon the revenues or general fund of the San Francisco Public Utility Commission ("***SFPUC***") or the City and County of San Francisco or upon any non-CleanPowerSF moneys or other property of the SFPUC or the City and County of San Francisco.

b) Controller Certification. CleanPowerSF's obligations hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of CleanPowerSF are not authorized to request, and CleanPowerSF is not required to reimburse Seller for, commodities or services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of CleanPowerSF are not authorized to offer or promise, nor is CleanPowerSF required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

c) Biennial Budget Process. For each City and County of San Francisco biennial budget cycle during the term of this BLPTA, CleanPowerSF agrees to take all necessary action to include the maximum amount of its annual payment obligations under this BLPTA in its budget submitted to the City and County of San Francisco's Board of Supervisors for each year of that budget cycle.

d) Compliance with Laws. Each Party shall keep itself fully informed of all applicable federal, state, and local laws in any manner affecting the performance of its obligations under this BLPTA, and must at all times materially comply with such applicable laws as they may be amended from time to time.

e) Prohibition on Political Activity with City Funds. In performing any services required under this BLPTA, Seller shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this BLPTA from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure in San Francisco.

f) Non-discrimination in Contracts. Seller shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Seller shall incorporate by reference in all subcontracts the provisions of Sections12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Seller is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

g) Non-discrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. Seller does not as of the date of this BLPTA, and will not during the term of this BLPTA, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

h) Submitting False Claims. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (1) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (2) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (3) conspires to defraud the City by getting a false claim allowed or paid by the City; (4) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (5) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

i) Consideration of Salary History. Seller shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Seller is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this BLPTA or in furtherance of this BLPTA, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property.

j) Consideration of Criminal History in Hiring and Employment Decisions. Seller agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code, including the remedies provided, and implementing regulations, as may be amended from time to time. The requirements of Chapter 12T shall only apply to Seller's operations to the extent those operations are in furtherance of the performance of this BLPTA, shall apply only to applicants and employees

who would be or are performing work in furtherance of this BLPTA, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

k) Conflict of Interest. By executing this BLPTA, Seller certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this BLPTA.

l) Campaign Contributions. By executing this BLPTA, Seller acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Seller's board of directors; Seller's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Seller; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Seller. Seller shall inform the relevant persons of the limitation on contributions imposed by Section 1.126.

m) MacBride Principles – Northern Ireland. Pursuant to San Francisco Administrative Code § 12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride principles.

n) Tropical Hardwood and Virgin Redwood Ban. The City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood product, virgin redwood or virgin redwood product. If this order is for wood products or a service involving wood products: (a) Chapter 8 of the Environment Code is incorporated herein and by reference made a part hereof as though fully set forth. (b) Except as expressly permitted by the application of Sections 802(B), 803(B), and 804(B) of the Environment Code, Seller shall not provide any items to the City in performance of this BLPTA which are tropical hardwoods, tropical hardwood products, virgin redwood or virgin redwood products. (c) Failure of Seller to comply with any of the requirements of Chapter 8 of the Environment Code shall be deemed a material breach of contract.

o) Effect on Payment Obligations. The Parties agree that, although breach of an obligation set forth in Sections 16(d) through 16(n) may result in Seller incurring liability for such breach, any such liability will be independent of Project Participant's liability hereunder, and no breach of or default by Seller under Sections 16(d) through 16(n) will relieve Project Participant of its liability for its Liability Share of all Guaranteed Amounts, nor may any such breach or default, or claim of breach or default, be permitted or asserted as a defense to or offset against payment of any amounts owed by Project Participant to Seller hereunder.

17. City of San José (San José Clean Energy) as Project Participant. Paragraph 14 shall not apply if the City of San José, as administrator of San José Clean Energy ("***SJCE***") is the Project Participant, but the following shall apply:

a) Designated Fund. The City of San José is a municipal corporation and is precluded under the California State Constitution and applicable law from entering into obligations that financially bind future governing bodies without an appropriation for such obligation, and, therefore, nothing in the Agreement shall constitute an obligation of future legislative bodies of the City to appropriate funds for purposes of the Agreement; *provided*, *however*, that the City of San José has created and set aside a designated fund (being the San Jose Energy Operating Fund established pursuant to City of San Jose Municipal Code, Title 4, Part 63, Section 4.80.4050 *et. seq.*) ("***Designated Fund***") for payment of its obligations under this BLPTA. Subject to the requirements and limitations of applicable law and taking into account other available money specifically authorized by the San José City Council and allocated and appropriated to the SJCE's obligations, SJCE agrees to establish rates and charges that are sufficient to maintain revenues in the Designated Fund necessary to pay its obligations under this BLPTA.

b) Limited Obligations. SJCE's payment obligations under this BLPTA are special limited obligations of the SJCE payable solely from the Designated Fund and are not a charge upon the revenues or general fund of the City of San José or upon any non- San José Clean Energy moneys or other property of the Community Energy Department or the City of San José.

c) Nondiscrimination/Non-Preference. In performing its obligations under this BLPTA, Seller shall not, and shall not cause or allow its subcontractors to, discriminate against or grant preferential treatment to any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity or national origin. This prohibition applies to recruiting, hiring, demotion, layoff, termination, compensation, fringe benefits, advancement, training, apprenticeship and other terms, conditions, or privileges of employment, subcontracting and purchasing. Seller will inform all subcontractors of these obligations. This prohibition is subject to the following conditions: (i) the prohibition is not intended to preclude Seller from providing a reasonable accommodation to a person with a disability; (ii) the City's Compliance Officer may require Seller to file, and cause any Seller's subcontractor to file, reports demonstrating compliance with this section. Any such reports shall be filed in the form and at such times as the City's Compliance Officer designates. They shall contain such information, data and/or records as the City's Compliance Officer determines is needed to show compliance with this provision.

d) Conflict of Interest. Seller represents that it is familiar with the local and state conflict of interest laws and agrees to comply with those laws in performing this BLPTA. Seller certifies that, as of the Effective Date, it was unaware of any facts constituting a conflict of interest or creating an appearance of

a conflict of interest. Seller shall avoid all conflicts of interest or appearances of conflicts of interest in performing this BLPTA. Seller has the obligation of determining if the manner in which it performs any part of this BLPTA results in a conflict of interest or an appearance of a conflict of interest and shall immediately notify SJCE in writing if it becomes aware of any facts giving rise to a conflict of interest or the appearance of a conflict of interest. Seller's violation of this subsection (ii) is a material breach.

e) Environmentally Preferable Procurement Policy. Seller shall perform its obligations under this BLPTA in conformance with San José City Council Policy 1-19, entitled "Prohibition of City Funding for Purchase of Single serving Bottled Water," and San José City Council Policy 4-6, entitled "Environmentally Preferable Procurement Policy," as those policies may be amended from time to time. The Parties acknowledge and agree that in no event shall a breach of this Section 13.1(g) be a material breach of this BLPTA or otherwise give rise to a Default or entitle SJCE to terminate this BLPTA.

f) Gifts Prohibited. Seller represents that it is familiar with Chapter 12.08 of the San José Municipal Code, which generally prohibits a City of San José officer or designated employee from accepting any gift. Seller shall not offer any City of San José officer or designated employee any gift prohibited by Chapter 12.08. Seller's violation of this subsection (iv) is a material breach.

g) Disqualification of Former Employees. Seller represents that it is familiar with Chapter 12.10 of the San José Municipal Code, which generally prohibits a former City of San José officer and former designated employee from providing services to the City of San José connected with his/her former duties or official responsibilities. Seller shall not use either directly or indirectly any officer, employee or agent to perform any services if doing so would violate Chapter 12.10.

h) Effect on Payment Obligations. The Parties agree that, although breach of an obligation set forth in Sections 17(d) through 17(g) may result in Seller incurring liability for such breach, any such liability will be independent of Project Participant's liability hereunder, and no breach of or default by Seller under Sections 17(c) through 17(h) will relieve Project Participant of its liability for its Liability Share of all Guaranteed Amounts, nor may any such breach or default, or claim of breach or default, be permitted or asserted as a defense to or offset against payment of any amounts owed by Project Participant to Seller hereunder.

IN WITNESS WHEREOF, the Parties have caused this BLPTA to be duly executed and delivered by their duly authorized representatives on the date first above written.

[**PROJECT PARTICIPANT**]:

By:_____

Printed Name:_____
Title:_____

CALIFORNIA COMMUNITY POWER, a California joint powers authority:

By:_____

Printed Name:_____
Title:_____

[**SELLER**]:
By:_____

Printed Name:_____
Title:_____

APPENDIX M

PROJECT PARTICIPANTS AND LIABILITY SHARES

Project Participant	Liability Share
Central Coast Community Energy	17.9%
CleanPowerSF	13.9%
Peninsula Clean Energy	17.1%
Redwood Coast Energy Authority	3.2%
San Jose Clean Energy	19.6%
Silicon Valley Clean Energy	13.4%
Sonoma Clean Power Authority	11.2%
Valley Clean Energy	3.7%

APPENDIX N

ILLUSTRATIVE FACILITY LIST

Project Name	Location	New or Existing	2023	2024	2025	2026	2027	2028	Estimated COD
NV Gonder 1	NV	New		15					12/31/2024
NV Gonder 2	NV	New			20				9/1/2025
NV Gonder 3	NV	New			20				10/1/2025
NV Eldorado 4	NV	New			20				10/1/2024
NV Eldorodo 5	NV	New				20			1/1/2026
CA Imperial Valley 1	CA	New			25				6/1/2025
CA Imperial Valley 2	CA	New				25			12/31/2026
CA CAISO 3	CA	New						30	12/31/2028

APPENDIX O

FORM OF PROGRESS REPORT

Each Progress Report must include the following items:

1. Executive Summary.

2. Facility description.

3. Site plan of the Facility.

4. Description of any material planned changes to the Facility or the Site.

5. Gantt chart schedule showing progress on achieving each of the Milestones.

6. Summary of activities during the previous calendar quarter or month, as applicable, including any OSHA labor hour reports.

7. Forecast of activities scheduled for the current calendar quarter.

8. Written description about the progress relative to Seller's Milestones, including whether Seller has met or is on target to meet the Milestones.

9. List of issues that are likely to potentially affect Seller's Milestones.

10. A status report of start-up activities including a forecast of activities ongoing and after start-up, a report on Facility performance including performance projections for the next twelve (12) months.

11. A detailed description of all actions taken by Seller to comply with Prevailing Wage Requirement and Project Labor Agreement requirements of this Agreement.

12. Progress and schedule of all major agreements, contracts, permits, approvals, technical studies, financing agreements and major equipment purchase orders showing the start dates, completion dates, and completion percentages.

13. Pictures, in sufficient quantity and of appropriate detail, in order to document construction and startup progress of the Facility, the interconnection into the Transmission System and all other interconnection utility services.

14. Workforce Development reporting (if applicable). Format to be provided by Buyer.

15. Any other documentation reasonably requested by Buyer.

APPENDIX P

FORM OF ATTESTATION
_____(Seller)_____ Green Attribute Attestation and Bill of Sale

_____ ("Seller") hereby sells, transfers and delivers to _____ ("Buyer") the Green Attributes and Green Tag Reporting Rights associated with the generation from the Facility described below:

Facility name and location:
Fuel Type:
Capacity (MW):_____ Operational Date:

As applicable: CEC Reg. no. ___ Energy Admin. ID no. ____ Q.F. ID no. ___

Dates		MWhrs generated
_____	_	_____
_____	_	_____
_____	_	_____

in the amount of one Green Attribute or its equivalent for each megawatt hour generated.

Seller further attests, warrants and represents as follows:

i) the information provided herein is true and correct;

ii) its sale to Buyer is its one and only sale of the Green Attributes and associated Green Tag Reporting Rights referenced herein;

iii) the Facility generated and delivered to the grid the Energy in the amount indicated as undifferentiated Energy; and

iv) Seller owns the Facility and each of the Green Attributes and Green Tag Reporting Rights associated with the generation of the indicated Energy for delivery to the grid have been generated and sold by the Facility.

This serves as a bill of sale, transferring from Seller to Buyer all of Seller's right, title and interest in and to the Green Attributes and Green Tag Reporting Rights associated with the generation of the Energy for delivery to the grid.

Contact Person: _____

APPENDIX Q

FORM OF REPLACEMENT RA NOTICE

This Replacement RA Notice (this "**Notice**") is delivered by ORGP LLC, a Delaware limited liability company ("**Seller**") to California Community Power, a California joint powers authority ("**Buyer**") in accordance with the terms of that certain Renewable Power Purchase Agreement dated _____ ("**Agreement**") by and between Seller and Buyer. All capitalized terms used in this Notice but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

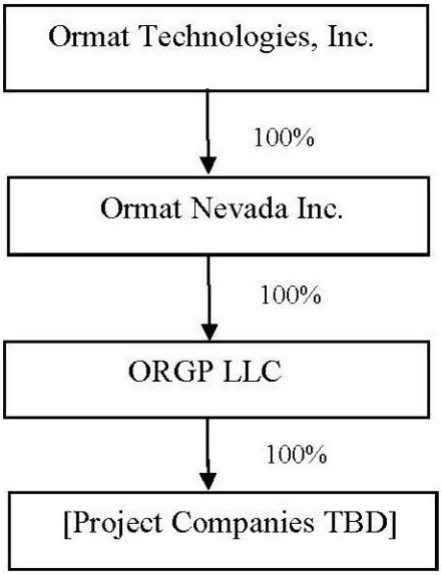
Pursuant to Section 10.1(f) of the Agreement, Seller hereby provides the below Replacement RA product information:

Unit Information:[1]

Name	
Location	
CAISO Resource ID	
Unit SCID	
Prorated Percentage of Unit Factor	
Resource Type	
Dispatchable (yes or no)	
Point of Interconnection with CAISO Controlled Grid (substation or transmission line)	
Path 26 (North or South)	
LCR Area (if any)	
Flexible Capacity (MW) (if any)	
Flexible Capacity category	
Slice of Day category (if applicable)	
Deliverability restrictions, if any, as described in most recent CAISO deliverability assessment	
Run Hour Restrictions	
Delivery Period	

Month	Unit CAISO NQC (MW)	Unit CAISO EFC (MW)	Unit Contract Quantity (MW)
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			

[1] To be repeated for each unit if more than one.

SCHEDULE A

ORGANIZATIONAL AND OWNERSHIP STRUCTURE OF PROJECT COMPANIES, SELLER, AND EQUITY OWNERS