

COSO GEOTHERMAL PROJECTS

POWER SALES AGREEMENT

BETWEEN

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

AND

THE CITY OF RIVERSIDE

Dated as of September 17, 2020

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COSO GEOTHERMAL PROJECTS

POWER SALES AGREEMENT

1. **PARTIES.** This Coso Geothermal Projects Power Sales Agreement (this “Agreement”) is dated for convenience as of the 17th day of September, 2020, by and between the SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY, a joint powers agency and a public entity organized under the laws of the State of California (“SCPPA”), and the CITY OF RIVERSIDE, a municipal corporation organized and existing under the laws of the State of California (“Purchaser”). Purchaser and SCPPA are also sometimes herein referred to individually as a “Party” and together as the “Parties.”
2. **RECITALS, CONSTRUCTION AND PRELIMINARY MATTERS.** The Recitals set forth herein and the facts, which follow, are incorporated into this Agreement by reference for all purposes. The facts and the circumstances of the Parties contained in the Recitals, among others, represent the background and framework for this Agreement, the aim and purpose of this Agreement and the intent of the Parties with respect thereto. This Agreement has been reviewed by attorneys for both Parties and shall not be interpreted with reference to the rules of construction providing for construction against a Party responsible for drafting or creating a particular provision or section, but should instead be interpreted in a manner which broadly implements the goals and objectives of the Parties as expressed herein. References to “Sections” and “Appendices” shall be to Sections and Appendices, as the case may be, of this Agreement unless otherwise specifically provided. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or given any substantive effect. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use herein of the word “include” or “including”, when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter. Unless a clear contrary intention appears, any reference in this Agreement to an agreement (including this Agreement), document, instrument, tariff, rule, or law means such agreement, document, instrument, tariff, rule, or law as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof, and any successor to the foregoing (including successor statutes, if applicable). This Agreement is made with reference to the following facts among others:
 - 2.1 SCPPA was created pursuant to provisions contained in the California Joint Exercise of Powers Act, found in Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, beginning at Section 6500 *et seq.* (the “Act”), by its members, which are municipalities and an irrigation district that supply, among other things, electrical energy in the State of California, for the purpose of jointly and cooperatively undertaking the planning, financing, development, acquisition, construction, improvement, betterment, operation, and maintenance, of projects for the generation or transmission of electric energy, including the development and implementation of

systems and frameworks for the acquisition and delivery of secure, long-term reliable supplies of renewable electric energy.

- 2.2 Pursuant to the terms of the Act, SCPPA has the power, for the purpose of promoting, maintaining and operating electric generation and transmission, to plan, develop, contract for, finance, acquire, design, undertake, own, construct, manage, operate, maintain and administer projects involving systems, methodologies and programs for the acquisition, supply, procurement and delivery of secure, long-term reliable supplies of renewable electric energy, including geothermal energy, and to cause such projects to be planned, developed, contracted for, financed, acquired, designed, undertaken, constructed, managed, operated, maintained and administered and to provide by agreement for the performance and carrying out of any such activities.
- 2.3 Purchaser is a California municipality that provides electric energy to its citizens through its municipally owned electric power system. Purchaser is one of the parties to the SCPPA Joint Powers Agreement.
- 2.4 In pursuit of potential renewable electric resources to address SCPPA member renewable energy needs, SCPPA and three of its members – the Purchaser, the City of Pasadena, and the City of Banning (collectively, the “SCPPA Participants” and each, individually, a “SCPPA Participant”) – have identified and investigated the feasibility of the Coso Geothermal Projects, consisting of three individual geothermal energy generation facilities located in Inyo County, California. The Coso Geothermal Projects are owned and operated by Coso Geothermal Power Holdings, LLC, a Delaware limited liability company.
- 2.5 SCPPA intends to enter into a Power Purchase Agreement with the Power Purchase Provider for the purchase of a portion of the electric output of the Coso Geothermal Projects and associated Environmental Attributes and Capacity Rights. The Coso Geothermal Projects shall collectively be referred to as the “Project,” as further defined in Appendix A hereof.
- 2.6 Purchaser has a need for a percentage of SCPPA’s Share of Facility Output, the associated Environmental Attributes and Capacity Rights, and other associated rights, benefits and credits of the Project, and has determined to enter into this Power Sales Agreement with SCPPA for the purpose of meeting such needs.
- 2.7 SCPPA is authorized to exercise the powers vested in SCPPA pursuant to the Act, its Joint Powers Agreement and this Agreement, as agent for Purchaser to fully implement Purchaser’s objectives in the Project as set forth herein.
3. **AGREEMENT.** For and in consideration of the promises and the mutual covenants and agreements hereinafter set forth, and in order to pay SCPPA for Purchaser’s share of SCPPA’s costs with respect to the Project, the Parties agree as herein set forth.
4. **CERTAIN DEFINITIONS.** Appendix A to this Agreement, attached hereto and incorporated herein, sets forth definitions of certain terms used in this Agreement. Certain other capitalized terms used herein shall have the respective meanings ascribed thereto, including as follows:

- 4.1 Total Power Costs. “Total Power Costs” means all of SCPPA’s costs resulting from SCPPA’s contracting for, providing for, accommodating, and facilitating the Project, including costs arising under any of the Power Purchase Agreement or other Project Agreements. SCPPA shall apply, as a credit against Total Power Costs, any receipts, revenues and other moneys received by SCPPA from surplus equipment, materials, supplies or assets relating to the Project sold prior to the Commencement Date for the benefit of SCPPA, as well as such other amounts to be applied as a credit against Total Power Costs pursuant to this Agreement. Total Power Costs shall consist of (i) the Delivery Output Cost Component (described in Section 4.1.1), (ii) the Power Purchase Agreement General and Administrative Cost Component (described in Section 4.1.2), (iii) a Supplementary Services Cost Component to the extent SCPPA incurs such costs (described in Section 4.1.3), (iv) a Reserve Fund Cost Component (described in Section 4.1.4), and (v) a Power Purchase Agreement Cost Component (described in Section 4.1.5), and shall include, but not be limited to, the items of cost and expense referred to in the Power Purchase Agreement and this Section 4.1 that are accrued or paid by SCPPA during each Month of each Power Supply Year. In the event any Power Supply Year shall consist of fewer than twelve Months, the fraction set forth in Section 4.1.2 shall be adjusted accordingly and, in the event of any revision of the Annual Budget after the commencement of any Power Supply Year, the amount determined pursuant to Section 4.1.2 shall be appropriately adjusted so that any increase or decrease in the portion of the Annual Budget applicable to Section 4.1.2 shall be evenly apportioned over the remaining Months of such Power Supply Year.
- 4.1.1 The “Delivery Output Cost Component” of Total Power Costs for each Month shall consist of the costs of the Facility Output, as calculated at the applicable Contract Price therefor in the Power Purchase Agreement.
- 4.1.2 The “Power Purchase Agreement General and Administrative Cost Component” of Total Power Costs for each Month shall consist of the administrative and general costs with respect to the Project, including (i) legal fees, costs relating to litigation (including disbursements and other amounts paid as a result of such litigation), insurance costs (including amounts to fund any self-insurance program), overhead costs, and any taxes required to be paid by SCPPA with respect to the Project, (ii) all expenses incurred in enforcing the Power Purchase Agreement and other Project Agreements, and (iii) all costs related to the conducting of the business of SCPPA with respect to the Project, including the applicable portion of salaries, fees for legal, engineering, financial and other services, and costs of the Project Manager, as well as all other costs attributable to miscellaneous and incidental expenses in connection with the administration of the Project, and all other expenses properly related to the conduct of such affairs of SCPPA.
- 4.1.3 The “Supplementary Services Cost Component” of Total Power Costs for each month shall consist of all costs incurred by SCPPA, if any, and to the extent not included in Section 4.1.1, in connection with services for transmission, dispatching, scheduling, tagging, firming, balancing, swapping, exchanging or delivering and for otherwise facilitating the disposition, movement, taking, receiving, crediting and accounting for Facility Output provided for under this Agreement. The Supplementary Services Cost Component of the Total Power

Costs shall also entail all costs incurred by SCPPA, if any, which are necessary to move or otherwise handle delivery of any portion of the Facility Output from the Point of Delivery to one or more specified delivery point(s) as determined by Purchaser pursuant to Sections 9.2 and 9.5 and by other SCPPA Participants pursuant to the terms of their respective Power Sales Agreements relating to the Project. Absent a request by Purchaser for SCPPA to provide Supplementary Services during a Month, no Supplementary Services cost component shall be included in Purchaser's Total Power Costs for such Month.

4.1.4 The “Reserve Fund Cost Component” of Total Power Costs for each Month shall consist of the amount for such Month necessary to establish and maintain the Reserve Funds at the level deemed prudent and appropriate by the Board of Directors.

4.1.5 The “Power Purchase Agreement Cost Component” of Total Power Costs for each Month shall consist of the costs, without duplication, associated with the Power Purchase Agreement, including, to the extent not otherwise included in this Section 4.1, all costs of SCPPA for such Month in connection with its enforcement of the Power Purchase Agreement or other Project Agreements, or the performance required of SCPPA under any of the Project Agreements, and shall include, without duplication, SCPPA’s monthly payment of any applicable associated ancillary costs under the Power Purchase Agreement, and any costs SCPPA is required to pay for Facility Output.

4.2 Monthly Costs. Monthly Costs is defined in accordance with, and calculated pursuant to, Section 7.1 hereof.

5. PURCHASE AND SALE OF FACILITY OUTPUT AND THE OBLIGATIONS OF SCPPA AND THE PURCHASER.

5.1 Purchase and Sale of Participant Facility Output Share. In accordance with the terms and conditions of this Agreement, commencing on the earliest of (i) the date SCPPA is obligated to pay any portion of the costs of the Project, (ii) the effective date of the Power Purchase Agreement, or (iii) the date of the first delivery of energy to Purchaser pursuant to this Agreement, and continuing through the term of this Agreement, except as otherwise provided herein, SCPPA shall provide Purchaser its Participant Facility Output Share of any Facility Output received by SCPPA, and Purchaser shall be responsible for and pay any and all Total Power Costs associated with the acquisition of the Participant Facility Output Share and such associated products, rights, and benefits, as applicable, under the Power Purchase Agreement and any other applicable Project Agreement, including the purchase or acquisition of any rights pursuant to the Power Purchase Agreement and any other applicable Project Agreement.

5.2 Facility Output and Deliverables. SCPPA shall provide and Purchaser shall purchase and receive Purchaser’s Participant Facility Output Share of Facility Output pursuant to the terms of this Agreement. To the extent permitted by the Power Purchase Agreement, the applicable Project Agreements, or otherwise determined by the Board of Directors, SCPPA will endeavor to take such actions or implement such measures as may be necessary or desirable for the utilization, maintenance or preservation of the

rights and interests of the Purchaser in the Project including, if appropriate, such enforcement actions or other measures as the Board of Directors deems to be in the Purchaser's best interests. To the extent such services are available and can be implemented in accordance with the Power Purchase Agreement or other applicable Project Agreements, SCPPA shall also provide such other services, as approved by the Board of Directors, as may be deemed necessary to secure the benefits and/or satisfy the obligations associated with the Power Purchase Agreement or other applicable Project Agreements. SCPPA shall use its best efforts, on behalf of Purchaser, to secure the benefits of the transactions contemplated under the Power Purchase Agreement or other applicable Project Agreements including the delivery of Purchaser's Participant Facility Output Share, as applicable, contemplated by this Agreement, and shall endeavor to maintain and secure the rights and benefits accruing to SCPPA through the Power Purchase Agreement and the other applicable Project Agreements.

- 5.3 Project Manager. SCPPA or its designee or designees shall act as Project Manager as provided in this Agreement to administer the Project, or cause the Project to be administered, as provided in this Agreement or pursuant to assignments, instructions or requests by the Coordinating Committee or the Board of Directors, or through any project management or agency agreement, or contracts for services between SCPPA and a third party. Prior to appointment of a Project Manager (other than SCPPA), SCPPA shall consult with the Purchaser as to such appointment.
- 5.4 Adoption of Annual Budget. The Annual Budget and any amendments to the Annual Budget shall be prepared and approved in accordance with Sections 5.4.1, 5.4.2 or 5.4.3, respectively.
- 5.4.1 SCPPA will prepare and submit to Purchaser a proposed Annual Budget at least sixty (60) Days prior to the beginning of each Power Supply Year. In connection with the preparation of the Annual Budget, SCPPA shall incorporate therein the Operating Budget for such Power Supply Year as prepared by the Project Manager and approved by the Board of Directors. Purchaser may then submit to SCPPA, at any time until the Annual Budget is adopted, any matters or suggestions relating to the Annual Budget. SCPPA shall adopt the Annual Budget not less than thirty (30) nor more than sixty (60) Days prior to the beginning of such Power Supply Year and shall cause copies of such adopted Annual Budget to be delivered to the Purchaser; provided, however, the Annual Budget for the first Power Supply Year shall be prepared, considered, adopted and delivered in the most practicable manner available prior to the Commencement Date under the Power Purchase Agreement. The Annual Budget shall establish the basis for monthly Billing Statements to be sent to each SCPPA Participant, as provided in Section 7 hereof.
- 5.4.2 As required from time to time during any Power Supply Year, after seven (7) Days' written notice to the Purchaser, SCPPA may, pursuant to the foregoing provisions for adopting the Annual Budget, adopt an amended Annual Budget for and applicable to such Power Supply Year for the remainder of such Power Supply Year.
- 5.4.3 Any adjustment, and any other or further mechanism for adjustment, as may be

required to address the variability of costs of operation of the Project at any time during the Power Supply Year or the variability of or addition to any other Annual Budget component, may be incorporated into the Annual Budget as provided above, or by any amendment to an Annual Budget at any time during any Power Supply Year upon the seven (7) Days' written notice to the Purchaser as set forth in Section 5.4.2.

- 5.5 Reports. SCPPA will prepare and issue to Purchaser the following reports as soon as reasonably practicable after the end of each quarter of a Power Supply Year:

5.5.1 Financial and operating statement relating to the Project.

5.5.2 Variance report comparing the costs in the Annual Budget versus actual costs, and the status of other cost-related issues with respect to the Project.

- 5.6 Records and Accounts. SCPPA will keep, or cause to be kept, accurate records and accounts of each of the properties and facilities comprising the Project as well as of the operations relating to the Project, all in a manner similar to accepted accounting methodologies associated with similar projects. All transactions of SCPPA relating to the Project with respect to each Fiscal Year shall be subject to an annual audit. Purchaser shall have the right at its own expense to examine and copy the records and accounts referred to above on reasonable notice during regular business hours.

- 5.7 Provide Information. Purchaser agrees to supply SCPPA, upon request, with such information, documentation and certifications as SCPPA shall reasonably determine to be requisite to and necessary or desirable for the administration and ongoing activities of the Project, including information reasonably available to allow SCPPA to respond to requests for such information from any federal, state or local regulatory body or other authority.

- 5.8 Consultants and Advisors Available. SCPPA shall make available to the Project Manager (if other than SCPPA) and to the SCPPA Participants all consultants and advisors that are retained by SCPPA, and such consultants and advisors shall be authorized to consult with and advise the Project Manager and SCPPA Participants on Project matters.

- 5.9 Liquidated Damages. Any amounts paid to SCPPA as and for Daily Delay Damages or Shortfall Damages by the Power Purchase Provider as provided under the Power Purchase Agreement shall be remitted to the SCPPA Participants in accordance with their respective Participant Facility Output Shares.

6. COORDINATING COMMITTEE.

- 6.1 Establishment and Authorization of the Coordinating Committee.

6.1.1 The Coordinating Committee is hereby established and duly authorized to act on behalf of the SCPPA Participants as provided in this Section 6 for the purpose of (i) providing coordination among, and information to, the SCPPA Participants and SCPPA, (ii) the administration of the Power Purchase

Agreement, (iii) the administration of the Project Agreements, (iv) making any recommendations to the Board of Directors regarding the administration of the Project and any acquisitions related thereto and (v) execution of the Coordinating Committee responsibilities set forth in Section 6.2 hereof, including the various financial, administrative, and technical matters which may arise from time to time in connection with the Project or the administration thereof, and such further developments as may need to be addressed.

- 6.1.2 The Coordinating Committee shall consist of one designated representative for each of the SCPPA Participants. Each of the SCPPA Participants shall be entitled to cast a vote equal to its then-current Participant Facility Output Cost Share as set forth in Appendix B hereof. An alternate representative of each of the SCPPA Participants shall be its alternate representative on the Coordinating Committee or, if none has been appointed by a SCPPA Participant, an alternate representative may be appointed by written notice by such SCPPA Participant to SCPPA and each of the other SCPPA Participants. The alternative representative so appointed may act on the Coordinating Committee, or on any subcommittee established by the Coordinating Committee, in the absence of such SCPPA Participant's primary designated representative. An alternate representative may attend all meetings of the Coordinating Committee but may vote only if the representative for whom she/he serves as alternate is absent.
- 6.1.3 No representative of any of the SCPPA Participants shall exercise any greater authority than permitted for the SCPPA Participant which she/he represents.
- 6.1.4 The chairperson of SCPPA shall promptly call a meeting of the Coordinating Committee at the request of any representative in a manner and to the extent permitted by law.
- 6.1.5 For the purpose of conducting meetings, a quorum shall exist so long as SCPPA's representative and the representatives of the SCPPA Participants holding not less than eighty percent (80%) of the total Participant Facility Output Cost Shares shall be present.
- 6.1.6 Except as may otherwise be provided in an agreement to which SCPPA Participants having then-current Participant Facility Output Cost Shares aggregating one hundred percent (100%) agree, all actions taken by the Coordinating Committee shall require an affirmative vote of SCPPA Participants having Participant Facility Output Cost Shares aggregating at least eighty percent (80%) of the total Participant Facility Output Cost Shares. Unless the Board of Directors shall otherwise determine to require a majority vote pursuant to the terms of the Joint Powers Agreement, all actions with respect to the Project taken by the SCPPA Board of Directors shall require an affirmative vote of at least eighty percent (80%) of the Project Votes (as defined in the Joint Powers Agreement) cast thereon. Notwithstanding the forgoing, however, if a proposed action before the Coordinating Committee or the Board of Directors relates solely to the interests of a single SCPPA Participant (other than Purchaser) and Purchaser determines, in good faith, that such proposed action will not adversely affect, economically or otherwise, its

interests, then Purchaser agrees that it shall not unreasonably withhold its affirmative vote with respect to such proposed action.

- 6.1.7 Purchaser acknowledges and agrees that SCPPA, through the Coordinating Committee or the Board of Directors, as applicable, may from time to time enter into Project Agreements or amendments of and supplements to the applicable Project Agreements (in accordance with their respective terms), provided that any such amendment shall be approved by the Coordinating Committee or the Board of Directors in the manner provided by this Agreement.
- 6.1.8 Coordinating Committee meetings and actions taken by the Coordinating Committee may be conducted by vote given in an assembled meeting or by telephone, video conferencing, telegraph, telex, letter, e-mail or by any combination thereof, to the extent permitted by law, and any such action taken shall be recorded in the minutes or other written records for the Coordinating Committee meetings.

6.2 Coordinating Committee Responsibilities. In addition to those responsibilities enumerated in Section 6.1, the Coordinating Committee shall have the following responsibilities:

- 6.2.1 Provide liaison between SCPPA and the SCPPA Participants at the management or other levels with respect to the ongoing administration of the Project and maintain a liaison between the SCPPA Participants and all other SCPPA members with respect to the Project, and where the Coordinating Committee deems it appropriate, maintain a liaison with the counterparties to any Project Agreements and with any other entities or utilities engaged in or in connection with other renewable energy projects.
- 6.2.2 Exercise general supervision over any subcommittee established pursuant to Section 6.5.
- 6.2.3 Review, develop, discuss, and, if appropriate, recommend, modify or approve all budgets and revisions thereof prepared and submitted by SCPPA or the Project Manager at the request of the Coordinating Committee.
- 6.2.4 Review, develop, discuss, and, if appropriate, modify, approve or otherwise act upon any systems or procedures for adjustment of the Annual Budget or any alternative methodologies for budgeting or billing as set forth in Section 5 and Section 7 of this Agreement.
- 6.2.5 Carry out all other actions reposed in the Coordinating Committee with respect to budgeting and billing as set forth in Section 5 and Section 7 of this Agreement.
- 6.2.6 Review, discuss and attempt to resolve any disputes among the SCPPA Participants or the parties to any Project Agreements including, without limitation, the Power Purchase Provider and any other counterparty with

respect to any Project Agreement.

- 6.2.7 Make recommendations to the Project Manager, the Board of Directors or to the counterparties to any of the Project Agreements, as appropriate, with respect to the ongoing administration of the Project.
- 6.2.8 Review, develop, and, if appropriate, modify and approve, rules, procedures and protocols for the administration of the Project or Project Agreements, including rules, procedures and protocols for the management of the costs of the scheduling, handling, tagging, dispatching and crediting of Facility Output associated with the Project.
- 6.2.9 Review, and, if appropriate, modify, approve or otherwise act upon the form or content of any written statistical, administrative, or operational reports, geothermal energy related data, electric generation information, geothermal energy production data, and technical information, facility reliability data, transmission information, forecasting scheduling, dispatching, tagging, parking, exchanging, balancing, movement, or other delivery information, climate and weather related matters, regulatory matters or requirements, and other information and other similar records or matters pertaining to the Project which are furnished to the Coordinating Committee by the Project Manager as requested by the Coordinating Committee, or by the counterparties to Project Agreements, experts, consultants or others.
- 6.2.10 Review, and, if appropriate, modify, approve or otherwise act upon, practices and procedures as formulated by the Project Manager as requested by the Coordinating Committee or, if applicable, the counterparty to any Project Agreement, to be followed by the SCPPA Participants for, among other things, the production, scheduling, tagging, transmission, delivery, balancing, exchanging, crediting, tracking, monitoring, remarketing, sale or disposition of Facility Output. For avoidance of doubt, upon SCPPA's delivery and sale of Facility Output to Purchaser at the Point of Delivery, Purchaser shall have full unilateral rights to remarket, sell or otherwise dispose of such Facility Output.
- 6.2.11 Review, modify and approve, if appropriate, any activities with respect to the performance of any Project Agreement, including policies for selection and utilization of contractors and consultants included in the budgets with respect to the Project. In approving such activities, consideration may be given, if possible, to each SCPPA Participant's electric power system conditions, which may prevail during such planned activities.
- 6.2.12 Review, and, if appropriate, recommend, modify, approve or otherwise act with respect to, the exercise of SCPPA's rights under the Power Purchase Agreement or review, recommend, approve or otherwise act with respect to the procurement of resources in connection with the Power Purchase Agreement.
- 6.2.13 Review, modify, approve or otherwise act upon any proposed change, extension or modification of the Guaranteed Commencement Date (as defined in the Power Purchase Agreement) as the Coordinating Committee shall deem

to be desirable, appropriate or otherwise in SCPPA's interest. The Coordinating Committee may impose such other terms, conditions or qualifications upon any such action as the Coordinating Committee shall deem appropriate.

- 6.2.14 Review and act upon any present, potential or possible future anticipated failure to deliver Guaranteed Annual Delivered Energy (as defined in the Power Purchase Agreement) in such manner as the Coordinating Committee shall deem appropriate.
- 6.2.15 Review, and if appropriate, recommend, modify or approve practices and procedures formulated by the Project Manager, as requested by the Coordinating Committee, or by any counterparty to any Project Agreements giving due recognition to the needs, rights and electric system requirements and capabilities of all SCPPA Participants.
- 6.2.16 Review and act upon any matters involving any of the applicable Power Purchase Agreement, any guarantee or letter of credit delivered to or for the benefit of SCPPA by the Power Purchase Provider or any other counterparty to any Project Agreement in connection with the Project, and take such actions or make such recommendations as may be appropriate or desirable in connection therewith.
- 6.2.17 Review, modify or approve recommendations of the Project Manager or counterparties made pursuant to the provisions of any Project Agreement.
- 6.2.18 Review, modify and where appropriate, recommend or approve the implementation of metering technologies and methodologies appropriate for the delivery, accounting for, transferring and crediting of Facility Output to the Point of Delivery or to other points or destinations, as applicable.
- 6.2.19 Review, modify and, where appropriate, recommend or approve all Consent Agreements.
- 6.2.20 Review, examine, modify and, where appropriate, recommend or approve the implementation of methods for addressing curtailments or other interruptions having a tendency to cause Deemed Generated Energy.
- 6.2.21 Review, modify and, where appropriate, recommend or approve the implementation of practices and procedures to implement the provisions of Section 9 herein, as may be applicable with respect to any of the SCPPA Participants, provided, that such action shall require the affirmative vote of Purchaser's representative if such adjustment would change Purchaser's Participant Facility Output Share, Purchaser's Participant Facility Output Cost Share or any Capacity Rights associated therewith.
- 6.2.22 Review and approve adjustments to the Participant Facility Output Shares and the Participant Facility Output Cost Shares set forth in Appendix B when and as required by this Agreement; provided, that any such resolution shall require

the affirmative vote of Purchaser's representative if such adjustment would change Purchaser's Participant Facility Output Share or Purchaser's Participant Facility Output Cost Share.

- 6.2.23 Perform such other functions and duties as may be provided for under this Agreement, the Power Purchase Agreement, or any other applicable Project Agreement or as may otherwise be appropriate or beneficial in connection with the Project.

6.3 Management Decisions and the Role of Board of Directors. To the extent not provided for under this Agreement, the rights and obligations of SCPPA under the Project Agreements shall be subject to the ultimate control at all times of the Board of Directors. Purchaser shall be entitled to participate in the decisions of the Board of Directors with respect to SCPPA's rights and interests with respect to the Project as provided in this Section 6.3, provided that Purchaser shall disqualify its right to participate upon assuming the status of a Defaulting Purchaser as provided in Section 11 of this Agreement. SCPPA through the Board of Directors shall have, in addition to the duties and responsibilities set forth elsewhere in this Agreement, the following duties and responsibilities, among others:

- 6.3.1 Dispute Resolution. The Board of Directors shall endeavor to review, discuss and attempt to resolve any disputes among SCPPA, the SCPPA Participants and the counterparties under the Project Agreements relating to the Project, the operation and management of the Project, and SCPPA's rights and interests with respect to the Project.
- 6.3.2 Scheduling Procedures. When recommended by the Coordinating Committee, the Board of Directors shall act upon and approve or modify the practices and procedures to be followed by the SCPPA Participants for scheduling, delivering, controlling and allocating Facility Output.
- 6.3.3 Project Agreements. The Board of Directors shall have the authority to approve the Project Agreements, including agreements for scheduling coordinator services, if any, and to review, modify and approve, as appropriate, all amendments, modifications and supplements to the Project Agreements.
- 6.3.4 Budgeting. The Board of Directors shall review, modify and approve each Annual Budget and the revisions thereto in accordance with Section 5.4 of this Agreement.
- 6.3.5 Application of Certain Payments Under the Power Purchase Agreement. The Board of Directors shall review, modify and approve recommendations of the Coordinating Committee as to the application of any payments or amounts received by SCPPA from any source or as a result of Default by the Power Purchase Provider under the Power Purchase Agreement; provided that such payments and amounts shall be applied to one or more of the purposes set forth in Section 4.3 to the credit of Purchaser and the other SCPPA Participants in proportion to their respective Participant Facility Output Cost Share.

- 6.3.6 Other Matters. The Board of Directors is authorized to perform such other functions and duties, including oversight of those matters and responsibilities addressed by the Coordinating Committee, as may be provided for under this Agreement and under the other Project Agreements, or as may otherwise be appropriate.
- 6.4 Periodic Audits. The Board of Directors or the Coordinating Committee may arrange for the annual audit under Section 5.6 of this Agreement by certified accountants, selected by SCPPA and experienced in electric generation or electric utility accounting, of the books and accounting records of SCPPA, and where deemed appropriate the Project Manager (if other than SCPPA), the Power Purchase Provider (to the extent provided under any of the Project Agreements) and any other counterparty under any Project Agreement to the extent allowable, and any cost reimbursable to a consultant or contractor relevant to the administration of the Project, and such audit shall be completed and submitted to SCPPA as soon as reasonably practicable after the close of the Fiscal Year. SCPPA shall promptly furnish to Purchaser copies of all audits. No more frequently than once every calendar year, the Purchaser may, at its sole cost and expense, audit or cause to be audited the books and cost records of SCPPA, the Project Manager (if other than SCPPA), the counterparty under any Project Agreement to the extent so provided in the applicable Project Agreement, and any cost reimbursable to a consultant or contractor relevant to the administration of the Project.
- 6.5 Additional Committees. The Board of Directors may establish as needed subcommittees including, but not limited to, auditing, legal, financial, engineering, mechanical, weather, diurnal, barometric, meteorological, geothermal, operating, insurance, governmental relations, environmental and public information subcommittees. The authority, membership, and duties of any subcommittee shall be established by the Board of Directors; provided, however, such authority, membership or duties shall not conflict with the provisions of any of the Project Agreements.
- 6.6 Costs of Consultants. Costs (or the applicable portion thereof) of consultants and others employed or appointed by the Board of Directors or the Coordinating Committee to perform the duties required hereunder shall be included in Total Power Costs, as appropriate, and shall be billed to SCPPA or the Project Manager (if other than SCPPA).
- 6.7 SCPPA Participant Representative Expenses. Any expenses incurred by any representative of any SCPPA Participant or group of SCPPA Participants serving on the Coordinating Committee or any other committee in connection with his/her duties on such committee shall be the responsibility of the SCPPA Participant which he/she represents and shall not be an expense payable under this Agreement.

7. CHARGES AND BILLINGS.

- 7.1 Monthly Costs. The amount of monthly costs which shall be paid by Purchaser to SCPPA for a particular Month (“Monthly Costs”) shall be the sum of the following, as applicable, subject to any adjustments as provided in Section 12 hereof:

7.1.1 Purchaser’s then-applicable Participant Facility Output Cost Share multiplied

by the Delivery Output Cost Component of Total Power Costs (as provided in Section 4.1.1) for such Month.

7.1.2 Purchaser's then-applicable Participant Facility Output Cost Share multiplied by the Power Purchase Agreement General and Administrative Cost Component of Total Power Costs (as provided in Section 4.1.2 hereof) for such Month.

7.1.3 Purchaser's share of the Supplementary Services Cost Component of Total Power Costs (as provided in Section 4.1.3 hereof) based on Purchaser's allocated share of any such services procured by SCPPA on behalf of the Purchaser for such Month.

7.1.4 Purchaser's then-applicable Participant Facility Output Cost Share multiplied by the Reserve Fund Cost Component of Total Power Costs (as provided in Section 4.1.4 hereof) for such Month.

7.1.5 Purchaser's then-applicable Participant Facility Output Cost Share multiplied by the Power Purchase Agreement Cost Component of Total Power Costs (as provided in Section 4.1.5 hereof) for such Month.

7.2 Billing Statement. By the fifth (5th) Day of each Month during each Power Supply Year, SCPPA shall bill Purchaser for the amount of Monthly Costs to be paid by Purchaser for the current Month by providing Purchaser with a Billing Statement in accordance with the charges established pursuant to the provisions of this Agreement; provided, however, that such Billing Statement, with respect to the cost of Facility Output provided by SCPPA to Purchaser under this Agreement, shall also include with respect to the performance by SCPPA or the counterparty under and pursuant to applicable Project Agreements, any charge or credit to Purchaser with respect to the costs or revenues attributable to Purchaser pursuant to and under any applicable Project Agreement. Such Billing Statement shall detail the costs described in Section 7.1 hereof and shall set forth, among other things, the amounts due for such Month by Purchaser with respect to the items of Monthly Costs set forth in Section 7.1, as such Monthly Costs may be adjusted from time to time in accordance with Section 5 and this Section 7. Such Billing Statement shall be paid by Purchaser on or before twenty (20) Days after receipt of such Billing Statement.

7.3 Adoption of Alternative Billing Statement Procedures. The Coordinating Committee may recommend the adoption of an alternative Billing Statement billing methodology in connection with each SCPPA Participant's Billing Statement with respect to the Total Power Costs and the costs associated with any Project Agreement. Such alternative Billing Statement procedures may be placed into effect with the approval of the same by resolution of the Board of Directors. Any such alternative Billing Statement billing methodology shall be fiscally prudent, financially sound and shall assure coverage of all potential and actual costs and obligations of SCPPA.

7.4 Disputed Monthly Billing Statement. In case any portion of any Billing Statement received by Purchaser from SCPPA shall be in bona fide dispute, Purchaser shall pay SCPPA the full amount of such Billing Statement and, upon determination of the

correct amount, the difference between such correct amount and such full amount, if any, including interest at the rate received by SCPPA on any overpayment, will be credited to Purchaser by SCPPA after such determination; provided, however, that such interest shall not accrue on any overpayment that is acknowledged by SCPPA and returned to Purchaser by the fifth (5th) Day following the receipt by SCPPA of the disputed overpayment. In the event such Billing Statement is in dispute, SCPPA will give consideration to such dispute and will advise Purchaser with regard to SCPPA's position relative thereto within thirty (30) Days following receipt of written notification by Purchaser of such dispute.

- 7.5 Reconciliation of Monthly Costs. As soon as practicable after the end of each Power Supply Year, or more frequently if so determined by the Board of Directors, SCPPA will submit to Purchaser and each of the other SCPPA Participants a detailed statement of the actual aggregate Monthly Costs and other amounts payable hereunder, including any credits thereto, for all of the Months of such Power Supply Year, and the adjustments of the aggregate Monthly Costs and other amounts payable hereunder, if any, for any prior Power Supply Year, based on the annual audit of accounts provided for in Section 5.6. If, on the basis of the statement submitted as provided in this Section 7.5, the actual aggregate Monthly Costs and other amounts payable by the Purchaser for any Power Supply Year exceed the amount thereof which Purchaser has been billed, Purchaser shall pay SCPPA, within twenty (20) Days of receipt of SCPPA's invoice, the amount to which SCPPA is entitled. If, on the basis of the statement submitted pursuant to this Section 7.5, the actual aggregate Monthly Costs or other amounts payable by the Purchaser for any Power Supply Year are less than the amount therefor which Purchaser has been billed, SCPPA shall, unless otherwise directed by Purchaser with respect to moneys owed to it, credit such excess against Purchaser's next monthly Billing Statement.
- 7.6 Other or Additional Cost Reconciliation Mechanisms. The Board of Directors may, by resolution, authorize or prescribe other billing, payment, costing and cost reconciliation mechanisms to address such billing, payment, costing and cost reconciliation issues as may from time to time arise with respect to the Project.
- 7.7 Prepayment of Monthly Costs. Purchaser may, at any time, pay moneys to SCPPA or utilize any credits due or amounts owed by SCPPA to Purchaser with respect to the Project for the purpose of prepaying its monthly Billing Statement. Such moneys and amounts owed by SCPPA under any Project Agreement shall be deposited into an account established by, or at the direction of, SCPPA. Consistent with SCPPA's investment policy, moneys in such account shall be invested pursuant to instructions provided to SCPPA by Purchaser and all investment income shall be credited to such account. Payment of the amount of any monthly Billing Statement or Default Invoice shall be made from moneys available in such account to the extent set forth in written directions from Purchaser to SCPPA received at least five (5) business days prior to the due date of such payment. Any credit or prepayment with respect to its monthly Billing Statement shall not relieve or reduce Purchaser's other obligations under this Agreement.

8. UNCONDITIONAL PAYMENT OBLIGATIONS; RATE COVENANT; AUTHORIZATIONS; CONFLICTS; LITIGATION.

- 8.1 Unconditional Payment Obligation. Beginning with the earliest of (i) the date SCPPA incurs or becomes obligated to pay any portion of the costs of the Project, (ii) the effective date of the Power Purchase Agreement, or (iii) the date of the first delivery of Facility Output to Purchaser and continuing through the term of this Agreement, Purchaser shall pay SCPPA the amounts of Monthly Costs set forth in the Billing Statements submitted by or on behalf of SCPPA to Purchaser in accordance with the provisions of Section 7 hereof and, without duplication, any amount set forth in any Default Invoice received by Purchaser as a result of the operation of Section 11 hereof, whether or not this Agreement has been terminated, or the Project or any part thereof is functioning, producing, operating or operable or its output is suspended, interrupted, interfered with, reduced or curtailed or terminated in whole or in part, and such payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.
- 8.2 Source of Payments. The Purchaser hereby represents and warrants that the obligations of Purchaser to make the payments to SCPPA under this Agreement shall constitute a cost of purchased power and an operating expense of Purchaser payable solely from its electric power revenue fund, including any and all legally available electric power system reserves. Purchaser will annually in each and every fiscal year of Purchaser during the term of this Agreement include in its electric power system budget, whether or not any other items are included, an appropriation from the revenues of its electric power system (including moneys derived from sales to third parties) sufficient to satisfy all the payments required to be made in such year under this Agreement until all payments required under this Agreement have been paid in full.
- 8.3 Rate Covenant. Purchaser will establish, maintain and collect rates and charges for the electric power service of its electric power system each year so as to provide revenues sufficient, together with any legally available electric power system reserves, to enable Purchaser to pay to SCPPA all amounts payable when due under this Agreement and to pay all other amounts payable from, and all lawful charges against or liens on, the revenues of its electric power system.
- 8.4 Authorizations. The Purchaser hereby represents and warrants that no order, approval, consent or authorization of any governmental or public agency, authority or person, is required on the part of the Purchaser for the execution and delivery by the Purchaser of this Agreement, or the performance by the Purchaser of its obligations under this Agreement except for such as have been obtained.
- 8.5 Conflicts. Purchaser represents and warrants to SCPPA as of the Effective Date that, to Purchaser's knowledge, the execution and delivery of this Agreement by Purchaser, and Purchaser's performance thereunder will not constitute a default under any agreement or instrument to which it is a party, or any order, judgment, decree or ruling of any court that is binding on Purchaser, or a violation of any applicable law of any governmental authority, which default or violation would have a material adverse effect on the financial condition of Purchaser's electric revenue fund.
- 8.6 Litigation. Purchaser represents and warrants to SCPPA as of the Effective Date that, to Purchaser's knowledge, except as disclosed, there are no actions, suits or

proceedings pending against Purchaser (service of process on Purchaser having been made) in any court that questions the validity of the authorization, execution or delivery by Purchaser of this Agreement, or the enforceability as to Purchaser of this Agreement.

9. OTHER TERMS AND SERVICES.

- 9.1 Delivery Procedures. Prior to the time at which any Energy is to be delivered to Purchaser under the Power Purchase Agreement, to the extent applicable, Purchaser shall schedule and be obligated to take delivery of Energy to be delivered under this Agreement. Such Energy shall be scheduled and delivered at the Point of Delivery under the practices and procedures approved pursuant to Section 6.2, as applicable, all in accordance with the Power Purchase Agreement.
- 9.2 Other Services and Transmission From Point of Delivery. It is the obligation of Purchaser to receive its Participant Facility Output Share from SCPPA all in accordance with the Power Purchase Agreement. However, to the extent specified by the Purchaser, and to the extent practicable for SCPPA to do so, SCPPA shall assist in arranging for Supplementary Services and for such additional transmission, interconnection arrangements, energy management, firming, shaping, exchanges or other services associated with the transmission, use or disposition of Facility Output to be utilized by the Purchaser and to provide for delivery, accounting for, transferring and crediting the ownership and transfer of such Facility Output from the Point of Delivery to any other points or destinations, as determined by the Purchaser.
- 9.3 Energy Services. Except as otherwise provided in this Agreement, nothing herein shall prevent or restrict Purchaser from providing for its own transmission, energy management services, firming, balancing, or exchanging services or otherwise using or dispatching its Energy under this Agreement; provided, however, that such services, use or activities shall be in accordance with the Power Purchase Agreement and shall not affect any of the obligations of Purchaser under this Agreement.
- 9.4 Transfer of Environmental Attributes to Purchaser. SCPPA shall transfer Purchaser's share of Environmental Attributes received by SCPPA under the Power Purchase Agreement to Purchaser in the same manner by which SCPPA receives Environmental Attributes.

10. PROJECT SPECIFIC MATTERS AND PURCHASER RIGHTS AND OBLIGATIONS UNDER PROJECT AGREEMENTS.

- 10.1 Rights and Obligations under the Project Agreements. Notwithstanding anything to the contrary contained herein: (i) the obligation of SCPPA to deliver to Purchaser its Participant Facility Output Share during the term of this Agreement is limited to the Facility Output that SCPPA receives from the Power Purchase Provider for redelivery to Purchaser hereunder during such time; (ii) the obligation of SCPPA to pay any amount to Purchaser hereunder or to give credits against amounts due from Purchaser hereunder is limited to amounts SCPPA receives in connection with the transaction to which the payment or credit relates (or is otherwise available to SCPPA in connection with this Agreement for which such payment or credit relates); (iii) any purchase costs,

operating costs, energy costs, environmental attribute costs, transmission costs, tax costs, insurance costs, indemnifications, other costs or other charges for which SCPPA is responsible under the Project Agreements shall be considered purchase costs, operating costs, energy costs, environmental attribute costs, transmission costs, tax costs, insurance costs, indemnifications, other costs or other charges incurred by SCPPA and payable by SCPPA Participants as provided in this Agreement; and (iv) any Force Majeure under the Power Purchase Agreement or other event of force majeure affecting the delivery of Energy pursuant to applicable provisions of the Project Agreements shall be considered an event caused by Uncontrollable Forces affecting SCPPA with respect to the delivery of Energy and/or Environmental Attributes hereunder and SCPPA forwarding to Purchaser notices and information from the Power Purchase Provider concerning an event of Force Majeure upon receipt thereof shall be sufficient to constitute a notice that Uncontrollable Forces have occurred pursuant to Section 12.2 of this Agreement. Any net proceeds received by SCPPA from the sale of SCPPA's Share of Facility Output by the Power Purchase Provider to any third-party purchaser pursuant to the Power Purchase Agreement shall be remitted by SCPPA to Purchaser in proportion to Purchaser's then-applicable Participant Facility Output Cost Share.

- 10.2 Revision of Appendix B. The Parties agree that adjustments of the Participant Facility Output Shares and Participant Facility Output Cost Shares in Appendix B (beyond the periodic adjustments contemplated in Appendix B as of the Effective Date) shall be made and treated as an element of administration and not an amendment of this Agreement. The revised Appendix B shall become Appendix B to this Agreement in replacement of the prior Appendix B hereof.

11. NONPERFORMANCE AND PAYMENT DEFAULT.

- 11.1 Nonperformance by Purchaser. If Purchaser shall fail to perform any covenant, agreement or obligation under this Agreement or shall cause SCPPA to be in default with respect to any undertaking entered into for the Project or to be in default under the Power Purchase Agreement, or any other Project Agreement, as applicable, or cause a default to occur pursuant to such agreements, SCPPA may, in the event the performance of any such obligation remains unsatisfied after thirty (30) Days' prior written notice thereof to the Purchaser and a demand to so perform, take any action permitted by law to enforce its rights under this Agreement, including but not limited to termination of this Agreement, and/or (unless SCPPA has already taken action pursuant to the immediately following sentence) bring any suit, action or proceeding at law or in equity as may be necessary or appropriate to recover damages and/or enforce any covenant, agreement or obligation against the Purchaser with regard to its failure to so perform.
- 11.2 Notice of Payment Default. In the event of a Payment Default by Purchaser, on or promptly following the Initial Payment Default Date SCPPA shall issue a Default Invoice and shall provide written notice to Purchaser that, as a result of such Payment Default, it is in default under this Agreement and has assumed the status of a Defaulting Purchaser and that Purchaser's Project Rights are subject to discontinuance, termination and disposal in accordance with Sections 11.4 and 11.5 of this Agreement. Notice of such Payment Default shall be provided promptly by SCPPA to the other

SCPPA Participants. In addition to the foregoing, the notice of Payment Default shall specify that five (5) Days after the issuance of the written notice of Payment Default by SCPPA, deliveries of Facility Output to the Purchaser pursuant to this Agreement shall be thereafter suspended until such time as Purchaser is in Compliance. SCPPA may take any action through or in conjunction with the Power Purchase Provider or any other counterparty under a Project Agreement or with the Project Manager, if applicable, to expeditiously implement the provisions of this Section 11.

- 11.3 Cured Payment Default. If after a Payment Default by Purchaser, Purchaser cures such Payment Default within the Cure Period, its Project Rights shall not be subject to discontinuance, termination or disposal as provided for in Sections 11.4 and 11.5 of this Agreement as a result of any Payment Default associated with such Cured Payment Default.
- 11.4 Failure to Cure Payment Default. If, at any time after expiration of the Cure Period Purchaser fails to be in Compliance due to its failure to cure its Payment Default in a timely manner in accordance with this Agreement, Purchaser's Project Rights shall immediately be discontinued and terminated and its Project Rights and Obligations shall be disposed of by SCPPA in accordance with Section 11.5 of this Agreement; provided, however, the Defaulting Purchaser's obligation to make payments under this Agreement shall not be eliminated or reduced except to the extent provided in Section 11.5. SCPPA shall provide to the Defaulting Purchaser a separate monthly invoice of any such payment obligations under this Agreement. SCPPA shall immediately notify the Project Manager (if other than SCPPA), the other SCPPA Participants and such others as SCPPA deems appropriate, of such discontinuance and termination of the Defaulting Purchaser's Project Rights.
- 11.5 Treatment of the Defaulting Purchaser's Project Rights and Obligations upon its Payment Default. In the event Defaulting Purchaser's Project Rights are discontinued and terminated pursuant to Section 11.4 of this Agreement, SCPPA shall undertake or cause to be undertaken the following actions in the order indicated:
- 11.5.1 SCPPA shall, to the extent permitted under the Project Agreements, offer to convey, transfer and assign to all non-Defaulting SCPPA Participants, on a temporary or permanent basis as determined by SCPPA, the Project Rights and Obligations of the Defaulting Purchaser, and SCPPA shall so convey, transfer and assign on such basis so determined by SCPPA to (i) all requesting non-Defaulting SCPPA Participants the amount of Project Rights and Obligations requested if the aggregate of such requests does not exceed the amount of the Project Rights and obligations of the Defaulting Purchaser, or (ii) all requesting non-Defaulting SCPPA Participants on a pro-rata basis (based upon the amount requested) if the aggregate of such requests exceeds the amount of the Project Rights and Obligations of the Defaulting Purchaser. Each such requesting non-Defaulting Participant shall assume all, but not less than all, Project Rights and Obligations so conveyed, transferred and assigned to it by SCPPA.
- 11.5.2 If all Defaulting Purchaser's Project Rights and Obligations are not conveyed, transferred and assigned to non-Defaulting SCPPA Participants as provided in Section 11.5.1 of this Agreement, SCPPA shall, to the extent permitted under

the Project Agreements and to the extent SCPPA in its discretion determines it appropriate, offer to convey, transfer and assign, on a temporary or permanent basis as determined by SCPPA, the remainder (or, all, if applicable) of Defaulting Purchaser's Project Rights and Obligations to third parties, all in accordance with applicable law. Each such requesting third party shall assume all, but not less than all, Project Rights and Obligations so conveyed, transferred and assigned to it by SCPPA. If such third party is a SCPPA member but not a SCPPA Participant as defined herein, such member, upon accepting such conveyance, transfer and assignment on a permanent basis, shall be deemed a SCPPA Participant.

11.5.3 If, at any time or from time to time, any of the Project Rights and Obligations of the Defaulting Purchaser are not conveyed, transferred and assigned as provided in Sections 11.5.1 or 11.5.2 of this Agreement, SCPPA shall use its best efforts, to the extent reasonably possible and economically beneficial, to offer all non-Defaulting SCPPA Participants and third parties, for long-term or short-term sale as determined by SCPPA, Facility Output associated with such Project Rights and Obligations or to remarket or resell such Facility Output, or cause the same to be remarketed or resold; provided, however, that without eliminating Defaulting Purchaser's obligation to make payments under this Agreement (notwithstanding anything to the contrary in this Agreement), including payment of SCPPA's costs and expenses related to such default and sale, such payment obligation shall be offset, mitigated and satisfied to the extent that payments are received by SCPPA from the remarketing or sale of Facility Output associated with Defaulting Purchaser's Project Rights.

11.5.4 If, at the time of any Coordinating Committee meeting, any of Defaulting Purchaser's Project Rights and Obligations are not conveyed, transferred and assigned as provided in Sections 11.5.1 or 11.5.2, the associated voting rights with respect to Defaulting Purchaser's Project Rights and Obligations shall be redistributed pro rata among the non-Defaulting SCPPA Participants, based upon the then-current Participant Facility Output Shares of the non-Defaulting SCPPA Participants, so that the total voting rights remain at 100%.

11.5.5 Upon the termination, conveyance, transfer or assignment of a Defaulting Purchaser's Project Rights and Obligations pursuant to Sections 11.4, 11.5.1, and 11.5.2, SCPPA shall make any necessary adjustments to the Participant Facility Output Shares set forth in Appendix B and give written notice thereof to the non-Defaulting SCPPA Participants. Such adjustments shall only require approval by the Coordinating Committee if the third party assuming a Defaulting Purchaser's Project Rights and Obligations is not a SCPPA member.

11.5.6 Except as provided in this Section 11.5 or otherwise in this Agreement, SCPPA may not convey, transfer or assign any SCPPA Participant's Rights and Obligations without the prior written consent of the SCPPA Participant.

11.6 Elimination or Reduction of Payment Obligations. Upon termination of Defaulting Purchaser's Project Rights pursuant to Section 11.4 and conveyance, transfer or

assignment of Defaulting Purchaser's Project Rights and Obligations pursuant to Sections 11.5.1 or 11.5.2, Defaulting Purchaser's obligation to make payments under this Agreement (notwithstanding anything to the contrary in this Agreement) shall not be eliminated or reduced except to the extent of moneys received by SCPPA as a result of the conveyance, transfer and assignment of Defaulting Purchaser's Project Rights and Obligations, less SCPPA's related costs and expenses.

11.7 Use of Reserve Funds. With respect to a Payment Default by Purchaser, funds in the Reserve Funds may be used, to the extent necessary and to the extent available, to cover any deficiency with respect to any payment due by SCPPA attributable to Purchaser's participation in the Project.

11.8 Step-Up Invoices. Step-Up Invoices shall be issued in accordance with the provisions set forth below.

11.8.1 In the event of a Payment Default by one or more Defaulting SCPPA Participants, which is in existence following the Operating Reserve Depletion Date, SCPPA shall provide by the fifth (5th) Day of the Month following such Operating Reserve Depletion Date, a separate Step-Up Invoice to each non-Defaulting Participant that includes a charge equal to the non-Defaulting SCPPA Participant's pro rata share, based upon the then-current Participant Facility Output Cost Shares of all non-Defaulting SCPPA Participants, of the amount of Monthly Costs reflected in the unpaid Billing Statements for the previous Month for such Defaulting SCPPA Participant). Notwithstanding the foregoing, the amount of each monthly Step-Up Invoice provided to a non-Defaulting Participant shall not exceed 100% of the aggregate amount of Monthly Costs that such non-Defaulting Participant was billed in its Billing Statement for the Month preceding such monthly Step-Up Invoice.

11.8.2 Step-Up Invoices shall be due and payable within twenty (20) Days of the receipt thereof, and payments to SCPPA with respect to Step-Up Invoices shall be separate from any other payments due under each SCPPA Participant's Power Sales Agreement, including but not limited to monthly Billing Statement payments.

11.9 Application of Moneys Received from Step-Up Invoices Relating to the Project. Moneys received by or on behalf of SCPPA from the payment of Step-Up Invoices relating to a Payment Default of a SCPPA Participant shall be applied in the following manner.

11.9.1 All moneys received from the SCPPA Participants with respect to the amount of Monthly Costs as set forth in the Step-Up Invoices, shall be applied toward the Defaulting SCPPA Participant's Monthly Costs.

11.9.2 In the event a SCPPA Participant pays less than the total amount of its Step-Up Invoice, such SCPPA Participant shall be a Defaulting Participant and its partial payment shall be allocated first toward the Monthly Costs of the Defaulting SCPPA Participant.

- 11.10 Application of Moneys Received from Default Invoices. Moneys received by or on behalf of SCPPA from the payment of Default Invoices shall be credited on each non-Defaulting SCPPA Participant's next monthly Billing Statement or Billing Statements in an amount equal to the aggregate amount such non-Defaulting Participant paid as a result of Step-Up Invoices with respect to such Default Invoice, plus a pro-rata share, based upon the then-current Participant Facility Output Cost Shares of the non-Defaulting SCPPA Participants, of the amount SCPPA received regarding late payment interest charges. In the event a Defaulting Participant pays less than the full amount of its Default Invoice, the credit to each non-Defaulting Participant shall be adjusted in proportion to their then-current Participant Facility Output Cost Shares.
- 11.11 Application of Moneys Received from Compliance Payments. Moneys received by or on behalf of SCPPA from a Defaulting SCPPA Participant that makes payments to remain in Compliance with respect to a Payment Default, associated with a Defaulting SCPPA Participant's payments to remain in Compliance, shall be credited on each non-Defaulting SCPPA Participant's next monthly Billing Statement(s) in an amount equal to the aggregate amount such non-Defaulting SCPPA Participant paid as a result of Step-Up Invoices with respect to such Compliance payment, plus a pro rata share, based upon the then-current Participant Facility Output Cost Shares of the non-Defaulting SCPPA Participants, of the amount SCPPA received regarding late payment interest charges.
- 11.12 Application of Moneys Received from Sale of Facility Output. Moneys received by or on behalf of SCPPA from the sale of Facility Output related to a Defaulting SCPPA Participant's Project Rights and Obligations, as provided in Section 11.5.3 hereof, shall be applied in the following manner in order:
- 11.12.1 SCPPA shall credit on each non-Defaulting SCPPA Participant's next monthly Billing Statement(s) an amount up to, but not in excess of, the aggregate amount paid to SCPPA by such non-Defaulting SCPPA Participant with respect to each such non-Defaulting SCPPA Participant's Step-Up Invoices.
- 11.12.2 Following consultation with the non-Defaulting SCPPA Participants, SCPPA shall determine the disposition of any moneys received that are in excess of the aggregate amount of related Step-Up Invoices paid by non-Defaulting SCPPA Participants. Unless the Coordinating Committee determines otherwise, or except as otherwise required by law, the Defaulting SCPPA Participant shall have no claim or right to any such monies.

12. CHARACTER, CONTINUITY OF SERVICE.

- 12.1 Outages, Interruptions and Curtailment of Energy Deliveries. The Power Purchase Provider or other counterparty may under certain conditions set forth in the applicable provisions of a Project Agreement or other applicable operating agreement, interrupt or curtail deliveries of Facility Output to SCPPA under prescribed circumstances pursuant to the applicable provisions of a Project Agreement or other applicable operating agreement. Should such an interruption or curtailment occur, Purchaser shall be credited with such revenues as are credited or paid to SCPPA on Purchaser's behalf and shall be obligated to pay any costs incurred by SCPPA attributable to Purchaser

which are payable by SCPPA pursuant to the Power Purchase Agreement or any other applicable Project Agreement. SCPPA or the Project Manager (if other than SCPPA) or SCPPA's agent will use its best efforts to apprise Purchaser of potential outages, interruptions or curtailments, the reason therefor and the probable duration thereof, when such outages, interruptions or curtailments can be deemed likely to occur.

- 12.2 Uncontrollable Forces. SCPPA shall not be required to provide, and SCPPA shall not be liable for failure to provide, Facility Output or other service under this Agreement when such failure or the cessation or curtailment of or interference with the service is caused by Uncontrollable Forces or by the inability of the Power Purchase Provider or other applicable counterparty to obtain any required governmental permits, licenses or approvals to enable the Power Purchase Provider to acquire, administer or operate the Project; provided, however, that Purchaser shall not thereby be relieved of its obligations to make payments under this Agreement except to the extent SCPPA is so relieved pursuant to the Project Agreements.

13. **LIABILITY.**

- 13.1 Participants' Obligations Several. Except as otherwise provided in Section 11 of this Agreement, Purchaser and each of the other SCPPA Participants shall be solely responsible and liable for performance under its respective Power Sales Agreement. The obligation of Purchaser to make payments under this Agreement is a several obligation and not a joint obligation with those of the other SCPPA Participants under the other Power Sales Agreements to which such SCPPA Participants are parties.
- 13.2 No Liability of SCPPA, Directors, Officers, Etc. Each Party agrees that neither Party nor any of its directors, officers, employees and agents shall be liable to the other Party for loss of profits or direct or consequential loss or damage suffered by a Party as a result of the performance or non-performance (excluding gross negligence or willful misconduct which, unless otherwise agreed to by the Parties, are both to be determined and established by a court of competent jurisdiction in a final, non-appealable order)) of SCPPA or any of its directors, officers, employees or agents under this Agreement. To the fullest extent permitted by law, Purchaser releases SCPPA and its directors, officers, employees and agents from any claim or liability (whether negligent or otherwise) as a result of any actions or inactions of SCPPA under this Agreement. No such performance or non-performance by SCPPA shall relieve Purchaser from its obligations under this Agreement, including its obligation to make payments required under this Agreement, and such undisputed payments shall not be subject to any reduction, whether by offset, counterclaim or otherwise. The provisions of this Section 13.2 shall not be construed so as to relieve SCPPA from any obligation under this Agreement.
- 13.3 Extent of Exculpation; Enforcement of Rights. The exculpation provision set forth in Section 13.2 hereof shall apply to all types of claims or actions including, but not limited to, claims or actions based on contract or tort. Notwithstanding the foregoing, Purchaser may protect and enforce its rights under this Agreement by a suit or suits in equity for specific performance of any obligations or duty of SCPPA and Purchaser shall at all times retain the right to recover, by appropriate legal proceedings, any amount determined to have been an overpayment by Purchaser in accordance with

Section 7.4 hereof.

- 13.4 Indemnification for Claims of Retail Customers. Purchaser shall assume all liability for any claim, action or judgment, whether or not caused by negligence, arising out of or in connection with electric service to any of its retail customers caused by the operation or failure of operation of the Project or any portion thereof, and shall indemnify and hold harmless SCPPA from any such claim, action or judgment (including reasonable attorneys' fees and other costs of defense).
- 13.5 Determination or Enforcement of Rights. Notwithstanding the provisions of Sections 13.2, 13.3 and 13.4 hereof, Purchaser or SCPPA may determine, protect and enforce its rights under this Agreement by a suit or suits in equity for specific performance of, or declaratory action with respect to, any obligation or duty hereunder or thereunder.
- 13.6 No Relief From Insurer's Obligations. Notwithstanding any provision in this Agreement to the contrary, including but not limited to the provisions in this Section 13, the provisions of this Section 13 shall not be construed or applied so as to relieve any insurer of its obligation to pay any insurance claims in accordance with any applicable insurance policy provided under the Project Agreements.
- 13.7 SCPPA Directors, Officers, Employees, Agents Not Individually Liable; No General Liability of SCPPA. It is hereby recognized and agreed that no member of SCPPA's Board of Directors, officer, employee or agent of SCPPA or member of SCPPA in its capacity as a member of SCPPA shall be individually liable in respect of any undertakings by SCPPA under this Agreement. The undertakings by SCPPA under the Power Sales Agreements shall never constitute a debt or indebtedness of SCPPA within the meaning of any provision or limitation of the Constitution or statutes of the State of California and shall not constitute or give rise to a charge against its general credit.

14. RESTRICTIONS ON DISPOSITION.

- 14.1 Assignment. It is understood and agreed each SCPPA Participant (including Purchaser) may sell, assign or otherwise dispose of some or all of its Project Rights and Obligations to other SCPPA Participants or SCPPA members under the same terms and conditions as set forth in this Agreement, provided that any such other SCPPA Participant or SCPPA member agrees in writing to be bound by the provisions of the Power Sales Agreement of the SCPPA Participant making such sale, assignment or other disposition. In the event of such a sale, assignment or other disposition, SCPPA shall revise Appendix B to reflect the new Participant Facility Output Share allocation and such revision to Appendix B shall not be considered an amendment to any Power Sales Agreement.
- 14.2 Restrictions on Elimination of Payment Obligations. No sale, assignment or other disposition of Purchaser's Project Rights and Obligations to any Person ("Assignee") shall release Purchaser from its payment obligations under this Agreement; provided, however, such payment obligations may be eliminated or reduced if the sale, assignment or other disposition is made pursuant to Section 14.1 of this Agreement, or if (i) such Assignee shall assume and agree in writing to fully perform and discharge the Project Rights and Obligations under its Power Sales Agreement, (ii) such Assignee

shall have a corporate or long-term senior unsecured credit rating of A- or higher by S&P or A 3 or higher by Moody's, unless otherwise provided by the Board of Directors, and (iii) the Board of Directors, by resolution, determines to eliminate or reduce such payment obligations, which determination shall not be unreasonably withheld.

14.3 Restrictions on Disposition of Purchaser's Entire System. Purchaser shall not sell, lease or otherwise dispose of all or substantially all of its electric system to any Person ("Acquiring Entity") unless the Acquiring Entity shall assume and agree to fully perform and discharge the Project Rights and Obligations under this Agreement, and such Acquiring Entity shall have a corporate or long-term senior unsecured credit rating not less than investment grade.

14.4 Successors and Assigns. Subject in all respects to Sections 11 and 14 hereof, the Project Rights and Obligations under this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties to this Agreement.

15. EFFECTIVE DATE, TERM AND EXPIRATION.

15.1 Effective Date; Execution in Counterparts; Electronic Signatures and Document Transmission.

15.1.1 This Agreement shall become effective on the first Day when each and all of the following shall have occurred: (i) this Agreement shall have been duly executed and delivered by SCPPA and Purchaser, and (ii) the Power Purchase Agreement shall have been duly executed and delivered by SCPPA and the Power Purchase Provider. Once the Power Purchase Agreement has been executed and delivered as set forth above, SCPPA shall deliver a copy of the same to Purchaser.

15.1.2 This Agreement may be executed in any number of 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.

15.1.3 The Parties may execute this Agreement by original signature or by electronic signature, each of which shall have the same force and effect. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes, to the extent provided under applicable law, including the Federal Electronic Signatures in Global and National Commerce Act and Records Act, and California's Uniform Electronic Transactions Act.

15.2 Termination Conditions. This Agreement shall be effective upon satisfaction of the

conditions set forth in Section 15.1 and shall extend for the term specified in Section 15.3 unless earlier terminated pursuant to an express provision of this Agreement; provided, however, that any obligation to make payments by Purchaser or SCPPA or any outstanding liability of Purchaser or SCPPA hereunder which either exists or may exist as of the date of termination of this Agreement, or which comes into existence at any future time as a result of any activity or transaction implemented under this Agreement, shall survive such termination.

- 15.3 Expiration. The term of this Agreement shall begin on the Day this Agreement becomes effective pursuant to Section 15.1 hereof. Unless terminated earlier pursuant to Section 15.4, the term of this Agreement shall expire on the date on which the Power Purchase Agreement is terminated and all obligation(s) of the parties under the Power Purchase Agreement have been fully satisfied or otherwise adequate provision for satisfaction of such obligation(s) have been made and no other such obligation(s) under the Power Purchase Agreement is outstanding; provided, however, that in no event shall the term of this Agreement expire so long as the Power Purchase Agreement is of any force or effect.
- 15.4 Termination of Agreement before Expiration Date. Notwithstanding the expiration date set forth in Section 15.3 hereof, this Agreement shall terminate on the date, if any, by which SCPPA notifies Purchaser that this Agreement is superseded as a result of Purchaser having (i) succeeded to SCPPA's rights through another agreement or agreements, or (ii) entered into a replacement power sales agreement or other agreement with SCPPA. The purchase price and consideration to be paid to SCPPA by Purchaser with respect to any such superseding arrangement shall consist of the payments and satisfaction of all obligations by Purchaser under and pursuant to this Agreement prior to the effective date of the superseding arrangement plus any remaining costs or obligations incurred by SCPPA in connection with the Project.
- 15.5 Final Distribution of Reserve Fund. Following the expiration or earlier termination of this Agreement, and upon payment and satisfaction of any and all liabilities and obligations to make payments of the SCPPA Participants under their respective Power Sales Agreements, including this Agreement, and upon satisfaction of all remaining costs and obligations of SCPPA in connection with the Project and under the Power Sales Agreements, including this Agreement, with each SCPPA Participant, any amounts then remaining in the Reserve Fund shall be paid to the SCPPA Participants pro rata in accordance with their then-current Participant Facility Output Shares.
16. **SEVERABILITY.** In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the Parties hereto that such illegality or invalidity shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein unless a court holds that the provisions are not separable from all other provisions of this Agreement.
17. **REPRESENTATION AND GOVERNING LAW.** The Parties acknowledge that each Party was represented by counsel in the negotiation and execution of this Agreement. This Agreement was made and entered into in the County of Los Angeles, California, and shall be governed by, interpreted and enforced in accordance with the laws of the State of California.

All litigation arising out of, or relating to, this Agreement, shall be brought in a state or federal court in the County of Los Angeles, State of 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*.

18. **ARBITRATION AND ATTORNEYS' FEES.** If a dispute arises between the Parties which the Coordinating Committee or the Board of Directors is unable to resolve, the Parties may by mutual agreement submit the dispute to mediation or non-binding arbitration. With respect to any such dispute the Parties agree that each Party shall bear its own attorneys' fees and costs. Notwithstanding the foregoing, Purchaser and SCPPA recognize and agree that SCPPA's attorneys' fees associated with any matter relating to the Project or this Agreement, including any dispute relating thereto, shall constitute a Project cost which shall be allocated and billed as set forth in Sections 4 and 7 of this Agreement.
19. **CONDITIONS TO TERMINATION OR AMENDMENT.** Neither Party may terminate this Agreement without the prior written consent of the other SCPPA Participants. This Agreement and the Power Sales Agreements of the other SCPPA Participants may not be amended so as to provide terms and conditions materially different from any other Power Sales Agreement unless the SCPPA Participant seeking the amendment obtains a written consent or waiver of the other SCPPA Participants.
20. **NOTICES.** Any notice, demand or request provided for in this Agreement shall be in writing and accompanied by an email copy, which shall not itself constitute notice, and shall be deemed properly served, given or made if delivered in person or sent by registered or certified mail, postage prepaid, to the persons at the addresses and email addresses (with respect to the email copy of the applicable notice) specified below:
- Southern California Public Power Authority
Attention: Executive Director
1160 Nicole Court
Glendora, California 91740
Email: projects@scppa.org
- City of Riverside
Attention: ROSA Contracts and Projects Manager
3435 14th Street
Riverside, California 92501
Email: nxu@riversideca.gov
settlements@riversideca.gov
21. **AMENDMENTS.** The Parties acknowledge and agree that any amendment to this Agreement shall be in writing and duly executed by the Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have duly caused this Agreement to be executed on their respective behalves by their duly authorized representatives.

SOUTHERN CALIFORNIA PUBLIC
POWER AUTHORITY

By: _____
Thomas Miller
President

Approved as to Legal Form and Content:

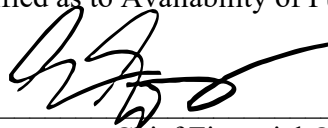
Daniel S. Hashimi
Senior Assistant General Counsel

CITY OF RIVERSIDE

By: _____
City Manager

Attest: _____
City Clerk

Certified as to Availability of Funds:

By:  _____
Chief Financial Officer

Approved as to form:

By: Susan D. Wilson

Susan D. Wilson
Assistant City Attorney

APPENDIX A

DEFINITIONS

The following terms, whether in the singular or the plural, and initially capitalized, shall have the meanings specified below:

1. Act. “Act” shall have the definition set forth in Section 2.1.
2. Agreement. “Agreement” shall have the definition set forth in Section 1.
3. Ancillary Documents. “Ancillary Documents” shall mean the Ancillary Documents as defined in the Power Purchase Agreement.
4. Annual Budget. The budget adopted by SCPPA pursuant to Section 5.4.1 of this Agreement, including any amendments thereto.
5. Assignee. “Assignee” shall have the definition set forth in Section 14.2.
6. Billing Statement. The written statement prepared or caused to be prepared each Month by, or on behalf of, SCPPA which shall be based upon certain of the information in the Annual Budget and shall show for such Month the amount to be paid to SCPPA by Purchaser in accordance with the provisions of Section 7 of this Agreement.
7. Board of Directors. The Board of Directors of the Southern California Public Power Authority.
8. Capacity Rights. “Capacity Rights” shall have the definition set forth in the Power Purchase Agreement.
9. Commencement Date. “Commencement Date” shall have the definition set forth in the Power Purchase Agreement.
10. Compliance. Following a Payment Default, the Defaulting Purchaser shall be in compliance with its payment obligations under this Agreement if it (i) no later than the last Day of the Cure Period fully pays all amounts owed as reflected in any Default Invoice; (ii) pays any monthly Billing Statement which comes due during the Cure Period; and (iii) replenishes any reduction made to the Reserve Funds as a result of any Payment Default.
11. Consent Agreements. All consents to assignments and all agreements relating thereto entered into with any lender, financial institution or other Person for the purpose of consenting to the assignment of the rights or securing the obligations of the Power Purchase Provider under the Power Purchase Agreement, and all consents or agreements relating to a Change in Control (as defined in the Power Purchase Agreement) or collateral assignment under Section 14.7(e) of the Power Purchase Agreement.
12. Coordinating Committee. The committee consisting of representatives from the SCPPA Participants as further described in Section 6 of this Agreement.
13. Cure Period. That period of time beginning on the date of a Payment Default and concluding

thirty (30) Days thereafter.

14. Cured Payment Default. A Payment Default which has been cured in accordance with Section 11.3 of this Agreement. If at any time during the Cure Period the Defaulting Purchaser is in Compliance, then the requirements of a Cured Payment Default shall be deemed to have been satisfied as of the date of receipt of such payments by SCPPA and the Cure Period shall expire.
15. Daily Delay Damages. “Daily Delay Damages” shall have the definition set forth in the Power Purchase Agreement.
16. Day. “Day” means calendar day unless otherwise specified herein.
17. Deemed Generated Energy. “Deemed Generated Energy” shall have the definition set forth in the Power Purchase Agreement.
18. Default Invoice. An invoice during the Payment Default Period and the Cure Period issued to the Defaulting Purchaser pursuant to Section 11 of this Agreement that identifies the total defaulted amount owed, including late payment interest, to achieve a Cured Payment Default. During the Cure Period, the Default Invoice shall also include the amount that must be paid to achieve Compliance.
19. Defaulting Purchaser. “Defaulting Purchaser” means Purchaser, where Purchaser has caused a Payment Default under Section 11.2 of this Agreement that has not been remedied or cured.
20. Defaulting SCPPA Participant. A SCPPA Participant (not including Purchaser) that causes a Payment Default under its Power Sales Agreement that has not been remedied or cured by such SCPPA Participant.
21. Delivered Energy. “Delivered Energy” shall have the definition set forth in the Power Purchase Agreement.
22. Delivery Output Cost Component. “Delivery Output Cost Component” shall have the definition set forth in Section 4.1.1.
23. Energy. “Energy” shall have the definition set forth in the Power Purchase Agreement.
24. Environmental Attributes. “Environmental Attributes” shall have the definition set forth in the Power Purchase Agreement.
25. Facility Output. All output, rights, and other tangible or intangible benefits derived from or associated with the Project, whatsoever, including without limitation all Energy (including Delivered Energy), Environmental Attributes, and Capacity Rights, in each case whether received by SCPPA under or pursuant to the Power Purchase Agreement or other applicable Project Agreement.
26. Fiscal Year. The twelve-month period commencing at 12:01 a.m. on July 1 of each year and ending at 12:01 a.m. on the following July 1, or such other time frame as determined by the Board of Directors.
27. Force Majeure. “Force Majeure” shall have the definition set forth in the Power Purchase

Agreement.

28. Guaranteed Annual Delivered Energy. “Guaranteed Annual Delivered Energy” shall have the definition provided in the Power Purchase Agreement.
29. Initial Payment Default Date. The earlier of (i) the end of the fifth (5th) Day following the first Payment Default for which no remedy in payment has occurred and been received by SCPPA, or (ii) the last Day of the Month in which the first Payment Default has occurred for which no remedy in payment has occurred and been received by SCPPA.
30. Joint Powers Agreement. The “Southern California Public Power Authority Joint Powers Agreement” dated as of November 1, 1980, entered into pursuant to the provisions of the Act, among SCPPA and its members.
31. Month. A calendar month.
32. Monthly Costs. “Monthly Costs” shall have the definition set forth in Section 7.1.
33. Moody’s. “Moody’s” shall mean Moody’s Investor Services, Inc.
34. Operating Budget. The operating budget approved by the Board of Directors which shall show a detailed estimate of Total Power Costs for a Power Supply Year and all revenues, income or other funds to be applied to Total Power Costs for and applicable to such Power Supply Year.
35. Operating Reserve Depletion Date. The date that is two Months prior to the date on which SCPPA anticipates, assuming continued Payment Defaults by the Defaulting Purchaser, that the moneys in the operating reserve account held at any time by SCPPA will be fully depleted; provided, however, if as of the date on which a Payment Default occurs SCPPA determines that the moneys in the operating reserve account held by SCPPA will be fully depleted in less than two Months (or currently are fully depleted), then the Operating Reserve Depletion Date shall be deemed to have occurred when such a Payment Default occurs.
36. Participant Facility Output Cost Share. With respect to a particular SCPPA Participant, the applicable percentage of SCPPA costs under the Power Sales Agreements payable at any applicable time by such SCPPA Participant, as set forth for such SCPPA Participant in Appendix B of this Agreement and in the corresponding appendices to the other Power Sales Agreements.
37. Participant Facility Output Share. With respect to a particular SCPPA Participant, the applicable percentage entitlement, as set forth for such SCPPA Participant in Appendix B of this Agreement and in the corresponding appendices to the other Power Sales Agreements, of SCPPA’s Share of Facility Output.
38. Party and Parties. “Party” and “Parties” shall have the respective meanings set forth in Section 1.
39. Payment Default. A failure by the Purchaser under this Agreement or by another SCPPA Participant under its Power Sales Agreement to pay when due all of its Billing Statement for any Month.

40. Payment Default Period. That period of time beginning on the initial date of a Payment Default and ending thirty (30) Days following a notice of default as provided in accordance with Section 11.2 hereof.
41. Person. “Person” means any individual, corporation, partnership, joint venture, limited liability company, association, joint stock company, trust, unincorporated organization, entity, government or other political subdivision.
42. Point of Delivery. “Point of Delivery” shall have the definition set forth in the Power Purchase Agreement.
43. Power Purchase Agreement. The Power Purchase Agreement between Southern California Public Power Authority and Coso Geothermal Power Holdings, LLC, dated as of September 17, 2020, attached hereto as Appendix C, as the same may be amended from time to time.
44. Power Purchase Agreement Cost Component. “Power Purchase Agreement Cost Component” shall have the definition set forth in Section 4.1.5.
45. Power Purchase Agreement General and Administrative Cost Component. “Power Purchase Agreement General and Administrative Cost Component” shall have the definition set forth in Section 4.1.2.
46. Power Purchase Provider. Coso Geothermal Power Holdings, LLC, as the counterparty to SCPPA under the Power Purchase Agreement, and any other entity named under any applicable operating agreement to operate or otherwise run or manage the Facility, along with each of their successors, or any successors or assigns to the rights of these entities.
47. Power Sales Agreements. This Agreement and each of the power sales agreements entered into between SCPPA and the other SCPPA Participants.
48. Power Supply Year. The Fiscal Year, except that the first Power Supply Year shall begin on the first to occur of (i) the date SCPPA is obligated to pay any portion of the costs of the Project, (ii) the Commencement Date of the Facility, or (iii) the date of the first delivery of Energy to Purchaser pursuant to this Agreement. The first Power Supply Year shall end on the last Day of the then current Fiscal Year.
49. Project. The term “Project” has the meaning ascribed to the term “Facility” in the Power Purchase Agreement and shall be broadly construed to entail the aggregate of rights, liabilities, interests, and obligations of SCPPA related thereto pursuant to the Power Purchase Agreement and the other Project Agreements.
50. Project Agreements. Insofar as they pertain to the Project, any project management agreement, the Power Sales Agreements, the Power Purchase Agreement, the Ancillary Documents or any other contracts for the purchase, procurement, delivery or transmission of Facility Output, or any other agreements for scheduling, dispatching, exchanging, tagging, movement or transmission of Facility Output, or agreements to which SCPPA is a party relating to the administration or management of the Project.
51. Project Manager. SCPPA in its capacity as Project Manager or a designee or designees appointed by SCPPA to carry out SCPPA’s responsibilities as Project Manager under this

Agreement.

52. Project Rights. All rights and privileges of the Purchaser under this Agreement, including but not limited to its right to receive its Participant Facility Output Share under this Agreement.
53. Project Rights and Obligations. The Purchaser's Project Rights and obligations under the terms of this Agreement.
54. Purchaser. "Purchaser" shall have the definition set forth in Section 1.
55. Reserve Fund Cost Component. "Reserve Fund Cost Component" shall have the definition set forth in Section 4.1.4.
56. Reserve Funds. Those reserve accounts deemed appropriate to afford a reliable source of funds for the payment obligations of the Project and, taking into account the variability of costs associated with the Project for the purpose of providing a reliable payment mechanism to address the ongoing costs associated with the Project.
57. S&P. "S&P" shall mean Standard & Poor's Financial Services LLC.
58. SCPPA. "SCPPA" shall have the definition set forth in Section 1.
59. SCPPA Participant and SCPPA Participants. "SCPPA Participant" and "SCPPA Participants" shall have the respective meanings set forth in Section 2.4.
60. SCPPA's Share of Facility Output. Buyer's Share (as defined in the Power Purchase Agreement) of the Facility Output as of the applicable time of determination.
61. Shortfall Damages. "Shortfall Damages" shall have the definition set forth in the Power Purchase Agreement
62. Step-Up Invoice. An invoice sent pursuant to Section 11.8.1 to non-Defaulting SCPPA Participants a result of one or more Payment Defaults, which invoice shall separately identify any amount owed with respect to the monthly Billing Statement of one or more Defaulting SCPPA Participants for Total Power Costs reflected in the Defaulting SCPPA Participant(s) unpaid monthly Billing Statement.
63. Supplementary Services. Those services in connection with the delivery of Energy involving additional transmission, interconnection arrangements, energy management, firming, shaping, energy balancing, dispatching, tagging, scheduling, transmitting, interconnecting, swapping, exchanging or other services associated with the transmission, use or disposition of Facility Output to be utilized by the Purchaser under this Agreement, and to otherwise provide for delivery and facilitate the disposition, movement, taking, receiving, accounting for, transferring and crediting the transfer of Facility Output from the Point of Delivery to any other points or destinations, as determined by the Purchaser. Supplementary Services include but are not limited to delivery point swaps, stranded energy/transmission curtailments, tiepoint liquidity improvement, transmission loss savings, tiepoint price spread optimization, on-peak/off-peak exchanges, peak shifting exchanges, seasonal exchanges, and both simultaneous or non-simultaneous green energy exchanges.

- 64. Supplementary Services Cost Component. “Supplementary Services Cost Component” shall have the definition set forth in Section 4.1.3.
- 65. Total Power Costs. “Total Power Costs” shall have the definition set forth in Section 4.1.
- 66. Uncontrollable Forces. Any Force Majeure event and any cause beyond the control of any Party, and which by the exercise of due diligence such Party is unable to prevent or overcome, including but not limited to, failure or refusal of any other Person to comply with then existing contracts, an act of God, fire, flood, explosion, earthquake, strike, sabotage, pestilence, an act of the public enemy (including terrorism), civil or military authority including court orders, injunctions and orders of governmental agencies with proper jurisdiction or the failure of such agencies to act, insurrection or riot, an act of the elements, failure of equipment, a failure of any governmental entity to issue a requested order, license or permit, inability of any Party or any Person engaged in work on the Project to obtain or ship materials or equipment because of the effect of similar causes on suppliers or carriers. Notwithstanding the foregoing, Uncontrollable Forces as defined herein shall also include events of Force Majeure pursuant to the Power Purchase Agreement, as defined therein.
- 67. WECC. The Western Electricity Coordinating Council or its successor.

APPENDIX B*

COSO GEOTHERMAL PROJECTS POWER SALES AGREEMENT

SCHEDULE OF SCPPA PARTICIPANTS, PARTICIPANT FACILITY OUTPUT SHARES, PARTICIPANT FACILITY OUTPUT COST SHARES

Participant Facility Output Shares

Dates	City of Riverside	City of Banning	City of Pasadena
Effective Date until 12/31/2026	55%	45%	0%
1/1/2027-12/31/2036	62%	17%	21%
1/1/2037-12/31/2041	48%	15%	37%

Participant Facility Output Cost Share

Dates	City of Riverside	City of Banning	City of Pasadena
Effective Date until 12/31/2026	55%	45%	0%
1/1/2027-12/31/2036	62%	17%	21%
1/1/2037-12/31/2041	48%	15%	37%

* Appendix B may be revised in accordance with the provisions of Section 10.2 of this Agreement.

APPENDIX C
POWER PURCHASE AGREEMENT

POWER PURCHASE AGREEMENT

BETWEEN

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

AND

COSO GEOTHERMAL POWER HOLDINGS, LLC

DATED AS OF _____, 2020

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POWER PURCHASE AGREEMENT

PARTIES

THIS POWER PURCHASE AGREEMENT (“**Agreement**”), which is dated for convenience as of this ____ day of _____, 2020, is being entered into by and between the Southern California Public Power Authority, a public entity and joint powers authority formed and organized pursuant to the California Joint Exercise of Powers Act (California Government Code Section 6500, et seq.) (“**Buyer**”), and Coso Geothermal Power Holdings, LLC (“**Seller**”), a limited liability company organized and existing under the laws of the State of Delaware. 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, Buyer’s Members have adopted or are adopting policies to comply with the California Renewable Energy Resources Act that are designed to increase the amount of energy that they provide to their retail customers from eligible renewable energy resources; and

WHEREAS, in early 2019, Buyer issued a request for proposals to acquire eligible renewable energy resources; and

WHEREAS, on May 13, 2019, an initial response was submitted on behalf of Seller to Buyer’s request for proposals and, following negotiation, Seller has agreed to sell to Buyer, and Buyer has agreed to purchase, certain renewable energy, capacity rights, 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 hereto 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:

“**Acceptable Form of Performance Security**” means a letter of credit issued by a Qualified Issuer, substantially in the form attached hereto as Appendix E, which will guarantee Seller’s obligations under this Agreement.

“**Act**” means all of the provisions contained in the California Joint Exercise of Powers Act found in Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, beginning at California Government Code Section 6500 *et seq.*

“**Affiliate**” means, as to any Person, any other Person that, directly or indirectly, is in Control of, is Controlled by or is under common Control with such Person or is a director or officer of such Person or of an Affiliate of such Person.

“**Agreement**” has the meaning set forth in the preamble of this Agreement and includes Appendices A through P, attached hereto.

“**Agreement Term**” has the meaning set forth in Section 2.2.

“**Ancillary Documents**” means any agreement, instrument, certificate or other document required to be executed and delivered between Buyer, on the one hand, and any Seller Party, on the other hand, in connection with this Agreement.

“**APN**” means a CAISO aggregated pricing node.

“**Appraisal**” means a written appraisal independently and impartially prepared by a qualified appraiser reasonably acceptable to Seller, setting forth an opinion as to the Facility Value that is (i) addressed to Buyer or Buyer’s designated Authorized Representatives, and (ii) made in compliance with the requirements of Title XI of the Federal Institutions Reform, Recovery, and Enforcement Act of 1989 and the Uniform Standards of Professional Appraisal Practice maintained by the Appraisal Standards Board of the Appraisal Foundation.

“**ASCE**” means American Society of Civil Engineers and any successor thereto.

“**ASME**” means American Society of Mechanical Engineers and any successor thereto.

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

“**ASTM**” means American Society for Testing and Materials and any successor thereto.

“**Authorized Auditors**” means representatives of Buyer or Buyer’s Agents 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 and any successor thereto.

“**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, action or proceeding that is consented to or acquiesced in by such Person or that results in an order for relief or that remains undismissed for sixty (60) days.

“Bankruptcy Code” means Title 11 of the United States Code entitled “Bankruptcy”, as now and hereafter in effect, or any successor statute thereto.

“BLM Project” means the geothermal project located in Inyo County in the Coso region of California known as “BLM,” Resource ID: BLM_2_UNITS, which consists of three (3) turbine generators that deliver Energy at a 230kV level.

“Brown Act” has the meaning set forth in Section 14.21(d).

“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 Los Angeles, California.

“Buyer” has the meaning set forth in the preamble of this Agreement.

“Buyer’s Agent” means any Person that Buyer may designate from time to time to perform certain tasks acting as Buyer’s agent, including the Participating Members.

“Buyer’s Check Meters” has the meaning set forth in Section 11.7(e).

“Buyer’s Members” means any member of Buyer that has entered into the Joint Powers Agreement.

“Buyer’s Share” means (a) when applied during the first through fifth Contract Years, fourteen percent (14%), (b) when applied during the sixth through fifteenth Contract Years, forty percent (40%), and (c) when applied during the sixteenth through twentieth Contract Years, fifty percent (50%), each as adjusted pursuant to Section 6.5. When this term is used with respect to Facility Energy, the applicable percentage shall be applied to the hourly quantity of Facility Energy.

“CAISO” means the California Independent System Operator.

“CAISO Costs” means all current and future costs, expenses, fees, charges, credits, penalties, sanctions, and other amounts assessed by the CAISO to Seller or to Buyer in connection with the Facility, the delivery of Facility Energy to the Points of Interconnection, or the Scheduling of Delivered Energy, including any and all fees, costs and charges that come into existence for integration of the Facility into the CAISO grid and any imbalance costs, expenses and charges.

“CAISO Tariff” means the CAISO FERC Electric Tariff, Fifth Replacement Volume, including the rules, protocols, procedures, and standards attached thereto and any replacement thereof or successor thereto in effect.

“Cal-OSHA” means California Occupational Safety and Health Administration and any successor thereto.

“CAMD” means the Clean Air Markets Division of the EPA and any other state, regional or federal or intergovernmental entity or Person that is given authorization or jurisdiction or both

over a program involving the registration, validation, certification or transferability of Environmental Attributes.

“Capacity Rights” means the rights, whether in existence as of the Effective Date or arising thereafter during the Agreement Term, to capacity, RAR Attributes, local capacity attributes, or reserves, in each case, associated with Buyer’s Share of the electric generating capability of the Facility, as defined by the CAISO, or any other balancing authority, reliability entity, or Governmental Authority, including the right to resell such rights.

“CARB” means California’s Air Resources Board, and any successor agency thereto.

“CEC” means California’s State Energy Resources Conservation and Development Commission, also known as the California Energy Commission, and any successor agency thereto.

“CEC Certified” or **“CEC Certification”** means that the CEC has certified that the Facility or, as applicable, any facility listed on Appendix G for the procurement of Replacement Energy, is an eligible renewable energy resource in accordance with Section 399.12(e) of the Public Utilities Code and the guidelines adopted by the CEC relating thereto.

“CEC Compliance Period” means any single three-year compliance period during which the CEC verifies that the Facility and its associated Environmental Attributes qualify as RPS Compliant.

“CEC Performance Standard” means, at any time, the applicable greenhouse gas emissions performance standard in effect at such time for baseload electric generation facilities that are owned or operated (or both) by local publicly owned electric utilities, or for which a local publicly owned electric utility has entered into a contractual agreement for the purchase of power from such facilities, as established by the CEC or other Governmental Authority having jurisdiction over the Buyer.

“CFTC” has the meaning set forth in Section 14.24.

“Change in Control” means the occurrence, whether voluntary or by operation of law and whether in a single transaction or in a series of related transactions, of any one or more of the following: (a) a merger or consolidation of Seller or the Parent Entity with or into any other Person or any other reorganization in which the members of Seller or the Parent Entity immediately prior to such consolidation, merger or reorganization, own less than fifty percent (50%) of the equity ownership of the surviving entity or 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 the Parent Entity, or the power to control the management and policies of Seller or the Parent Entity, is transferred to another Person, (c) a sale, lease or other disposition of all or substantially all of the assets of Seller or the Parent Entity, (d) the dissolution or liquidation of Seller or the Parent Entity 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 any transaction or series of

transactions in which a membership interest or other equity interest in Seller or the Parent Entity is issued or transferred to another Person solely for the purpose of a Tax Equity Financing.

“Commencement Date” means the first day of the first month following the date on which (a) Seller has demonstrated, to the reasonable satisfaction of Buyer, that all Commencement Date Conditions have been satisfied with respect to the Facility as a whole, and (b) the Commencement Date Certificate has been accepted or deemed accepted by Buyer pursuant to Section 3.2.

“Commencement Date Certificate” means a certificate in the form attached as Appendix K.

“Commencement Date Conditions” means the conditions to the Commencement Date identified on Appendix K.

“Compensable Curtailments” has the meaning set forth in Section 7.4(a).

“Compliance Expenditure Cap” has the meaning set forth in Section 8.7(a).

“Compliance Standards” has the meaning set forth in Section 8.6.

“Confidential Information” has the meaning set forth in Section 14.21(a).

“Consent to Collateral Assignment” means a Consent to Collateral Assignment, executed by the Facility Lenders providing debt financing (or their agent or agents), Buyer and Seller, in substantially the form attached as Appendix P.

“Contract Price” means the price set forth in paragraph 1 of Appendix A, as adjusted from time to time in accordance with this Agreement.

“Contract Year” means (a) the stub year period beginning on the Commencement Date (or year beginning on the Commencement Date if the Commencement Date occurs on January 1, 2022) and ending on December 31 of the year in which the Commencement Date occurs; and (b) each of the nineteen (19) calendar years thereafter, with the last such calendar year ending on December 31, 2041.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies, or activities of a Person, whether through ownership of voting securities, by contract or otherwise.

“Costs” has the meaning set forth in Section 13.3(f)(3).

“COVID-19” means the disease named coronavirus disease 2019 (COVID-19) by the World Health Organization and caused by the virus named Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2) by the International Committee on Taxonomy of Viruses and any mutations thereof.

“CPRA” has the meaning set forth in Section 14.21(d).

“Daily Delay Damages” has the meaning set forth in Section 3.5.

“Day-Ahead” has the meaning set forth in the CAISO Tariff.

“Day-Ahead Market” has the meaning set forth in the CAISO Tariff.

“Deemed Delivered Energy” has the meaning set forth in Section 7.4(c).

“Deemed Generated Energy” means Deemed Delivered Energy and Buyer’s Share of Facility Energy that the Parties reasonably estimate would have been delivered to the Points of Interconnection but for a Force Majeure that excuses Seller’s delivery thereof pursuant to Section 14.6, including Buyer’s Share of Facility Energy actually generated but not delivered due to such Force Majeure.

“Default” has the meaning set forth in Section 13.1.

“Defaulting Party” has the meaning set forth in Section 13.1.

“Delivered Energy” means, for the applicable hour, (a) if the CAISO accepts an IST submitted by Seller for the benefit of Buyer or the Participating Members in accordance with Section 7.2(a), the aggregate MWh of Energy included in such IST (**“Scheduled Energy”**), or (b) if the CAISO rejects Seller’s IST for such hour and the Parties agree to settle such hour pursuant to a contracts-for-differences structure in accordance with the Scheduling Procedures, the aggregate MWh of Facility Energy and Replacement Energy forecasted by Seller pursuant to Section 7.2(c)(5) (**“Forecasted Energy”**).

“Delivery Term” has the meaning set forth in Section 2.2.

“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” means any event that results in a Person failing to meet the credit requirements of a Qualified Issuer 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.

“Early Termination Date” has the meaning set forth in Section 13.3(a).

“EEI” means Edison Electric Institute and any successor thereto.

“Effective Date” has the meaning set forth in Section 2.1.

“Election Notice” has the meaning set forth in Section 6.5(b).

“Electric Metering Devices” means all meters, metering equipment and data processing equipment conforming to the requirements set forth in Section 11.7 and used to measure, record

or transmit data relating to the Energy output from the Facility. Electric Metering Devices include the metering current transformers and the metering voltage transformers.

“Energy” means electrical energy.

“Energy Replacement Price” means, with respect to each MWh of Shortfall Energy, (a) if Buyer purchased a replacement MWh of Energy with associated Environmental Attributes and Capacity Rights prior to the Makeup Deadline or such earlier date as set forth in clause (y) of Section 9.2, the actual amount paid by Buyer to purchase such replacement Energy and associated Environmental Attributes and Capacity Rights, and (b) if Buyer did not purchase a replacement MWh of Energy with associated Environmental Attributes and Capacity Rights, as contemplated by the preceding clause (a), an amount equal to the average of no less than three broker quotes obtained by Buyer stating the value of the MWh of Shortfall Energy that accrued during the applicable Contract Year, together with the value of Environmental Attributes and Capacity Rights associated therewith; *provided, however*, that if three broker quotes are not available to Buyer after making commercially reasonable efforts to obtain such quotes, then the Energy Replacement Price will be equal to the average of any available broker quotes.

“Environmental Attribute Reporting Rights” means all rights to report ownership of the Environmental Attributes to any Person, including under Section 1605(b) of the Energy Policy Act of 1992 or any other current or future international, federal, state or local law, regulation or bill, or otherwise.

“Environmental Attributes” means RECs and any and all other current or future credits, benefits, emissions reductions, offsets or allowances (including carbon benefits, offsets, or allowances) howsoever entitled, named, registered, created, measured, allocated or validated (a) that are at any time recognized or deemed of value (or both) by Buyer, applicable law, or any voluntary or mandatory program of any Governmental Authority or other Person, and (b) that are attributable to (i) Buyer’s Share of Facility Energy generation capability or generation during the Agreement Term or Replacement Energy required to be provided by Seller during the Delivery Term or (ii) the emissions or other environmental characteristics of such Facility Energy generation or such Replacement Energy or its displacement of conventional or other types of Energy generation. Environmental Attributes include any of the aforementioned arising out of legislation or regulation concerned with oxides of nitrogen, sulfur, carbon, or any other greenhouse gas or chemical compound, particulate matter, soot, or mercury, or implementing the United Nations Framework Convention on Climate Change (the “**UNFCCC**”), the Kyoto Protocol to the UNFCCC, the principles identified in the Paris Agreement of the UNFCCC that took effect in 2016, the Clean Power Plan promulgated by the United States Environmental Protection Agency, California’s greenhouse gas legislation (including RPS Law and California Assembly Bill 32 (Global Warming Solutions Act of 2006 and California Senate Bill 32) and any regulations implemented pursuant to that act, including any compliance instruments accepted under the California Cap on Greenhouse Gas Emissions and Market-Based Compliance Mechanisms regulations of the California Air Resources Board or any successor regulations thereto) or any similar international, federal, state or local program or crediting “early action” with a view thereto, laws or regulations involving or administered by the CAMD and all Environmental Attribute Reporting Rights, including all evidences (if any) thereof such as renewable energy certificates of any kind. Environmental Attributes for purposes of this

definition are separate from the Facility Energy. Notwithstanding any other provision in this definition, Environmental Attributes do not include (x) any tax credits associated with the Facility and (y) any grants or any similar benefits related to the Facility.

“Environmental Laws” means any federal, state or local laws (including common law), statutes, ordinances, rules, regulations, binding orders, injunctions or judgments pertaining to public health, safety, pollution, or the presence of or release of Hazardous Materials on, under or about the Site.

“EPA” means the United States Environmental Protection Agency and any successor agency.

“EPS Compliant,” means, when used with respect to the Facility or any other facility at any time, that the Facility or other facility, as applicable, satisfies both the PUC Performance Standard and the CEC Performance Standard in effect at the time; *provided*, if it is impossible for the Facility or facility, as applicable, to satisfy both the PUC Performance Standard and the CEC Performance Standard in effect at any time, the Facility or facility, as applicable, shall be deemed EPS Compliant if it satisfies the CEC Performance Standard in effect at the time and those portions of the PUC Performance Standard in effect at the time that it is possible for the Facility or facility, as applicable, to satisfy while at the same time satisfying the CEC Performance Standard in effect at the time.

“EPS Law” means Sections 8340 and 8341 of the California Public Utilities Code, as implemented and amended from time to time, or any successor laws or regulations in the State of California.

“Excess Energy” means the portion of the Delivered Energy and Deemed Generated Energy for any Contract Year that is in excess of the Expected Annual Generation; *provided, however*, that any Makeup Energy or Replacement Energy delivered by Seller pursuant to Section 9.2 during any Contract Year shall not be considered Excess Energy and shall be excluded from the calculation of the total Delivered Energy and Deemed Generated Energy during such Contract Year for purposes of this definition.

“Excess Energy Price” means the price set forth in paragraph 2 of Appendix A, as adjusted from time to time in accordance with this Agreement.

“Expected Annual Generation” means, with respect to any Contract Year, the applicable MWh set forth on Appendix N for such Contract Year; *provided*, that if the Commencement Date occurs on a date other than January 1, 2022, the Expected Annual Generation for the first Contract Year of the Delivery Term shall be an amount equal to the MWh set forth on Appendix N for the first Contract Year multiplied by a fraction, the numerator of which is the number of days between the Commencement Date and December 31, 2022 and the denominator of which is three hundred sixty-five (365).

“Expected RA Capacity” means, for each Contract Year and each month during the applicable Contract Year, the expected RA Capacity allocated to Buyer, as set forth in Appendix N for such Contract Year.

“Facility” means the Projects, collectively and including mechanical equipment and associated facilities and equipment required to deliver Energy to the Points of Interconnection.

“Facility Assets” means all or any portion of the Facility or related assets.

“Facility Debt” means, measured as of the applicable measurement date, any payment obligations of Seller in connection with borrowed money, including (a) principal of and premium on indebtedness, (b) fees, charges, expenses and penalties related to indebtedness, (c) amounts due upon acceleration or in connection with prepayment or restructuring of indebtedness, (d) swap or interest rate hedging breakage costs and (e) any claims or interest due with respect to any of the foregoing.

“Facility Energy” means Energy generated by the Facility and delivered to the Points of Interconnection, as measured using CAISO-approved and -polled revenue-quality Electric Metering Devices in accordance with Section 11.7.

“Facility Lender” means any lender providing senior or subordinated interim or long-term debt or equity financing or refinancing for or in connection with the operation of the Facility, including any equity and tax investor providing financing or refinancing for the 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 Value” means, as of any applicable date of determination, the Facility’s “as is” market value set forth in the most recent Appraisal.

“FERC” means the Federal Energy Regulatory Commission or any successor agency thereto.

“Final Non-Compliant Price” means the lower of (a) the Contract Price, and (b) the average price of the monthly SNL forward curve for Energy in the SP-15 Zone, calculated as of the date Buyer delivers notice to Seller of its election to continue in the Agreement pursuant to clause (y) of Section 8.7(b).

“Financing Agreement” shall mean any credit agreement, loan agreement or similar agreement, to be executed between Seller and a Facility Lender.

“Force Majeure” has the meaning set forth in Section 14.6(b).

“Force Majeure Notice” has the meaning set forth in Section 14.6(a).

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

“Forecasted Energy” has the meaning set forth in the definition of “Delivered Energy.”

“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)(1).

“Generation Hourly Cap” means, for any hour in a given Contract Year, 115% of the applicable Expected RA Capacity.

“Generator Interconnection Agreement” means each of (a) the Large Generator Interconnection Agreement by and among BLM, Southern California Edison Company and CAISO, dated as of June 3, 2011, as assigned by BLM to Seller on March 8, 2018, (b) the Large Generator Interconnection Agreement (LGIA) by and among Navy I Partnership, Southern California Edison Company and CAISO, dated as of June 3, 2011, as assigned by Navy I Partnership to Seller on March 8, 2018, and (c) the Standard Large Generator Interconnection Agreement by and among Navy II, Southern California Edison Company and CAISO, dated as of December 8, 2009, as assigned by Navy II to Seller on March 8, 2018.

“Governmental Authority” means any federal, state, regional, city or local government, any intergovernmental association or political subdivision thereof, other governmental, regulatory or administrative agency, court, commission, administration, department, board, other governmental subdivision, legislature, rulemaking board, tribunal, other governmental authority with jurisdiction over the Person or matter at issue, or any Person acting as a delegate or agent of any Governmental Authority.

“Guaranteed Annual Delivered Energy” means, for any Contract Year, an amount of Delivered Energy and Deemed Generated Energy equal to or exceeding eighty-five percent (85%) of the Expected Annual Generation for such Contract Year, as set forth in Appendix N.

“Guaranteed Commencement Date” means January 1, 2022.

“Hazardous Materials” means any hazardous substances, pollutants, contaminants, wastes, or materials (including petroleum (including crude oil or any fraction thereof), petroleum wastes, radioactive materials, hazardous wastes, toxic substances, or asbestos or any materials containing asbestos) designated, regulated, or defined under any Environmental Law.

“IEEE” means Institute of Electrical and Electronics Engineers and any successor thereto.

“Indemnified Liabilities” has the meaning set forth in Section 14.19(a).

“Indemnitees” has the meaning set forth in Section 14.19(a).

“Independent Manager” means a manager who is not, at the time of initial appointment or at any time while serving as Independent Manager, and has not been at any time during the

preceding five (5) years: (a) a member, stockholder, equity holder, director, manager (except as such Independent Manager of the Seller), officer, employee, partner, attorney or counsel of the Seller, any member of Seller or any Affiliate of the Seller; (b) a customer, supplier or other Person who derives any of its purchases or revenues from its activities with any member of the Seller, the Seller or any Affiliate of the Seller (other than for serving as Independent Manager of the Seller); (c) a Person Controlling or under common Control with any such stockholder, equity holder, partner, manager, customer, supplier or other like Person; or (d) a member of the immediate family of any such member, stockholder, equity holder, director, officer, employee, manager, partner, customer, supplier or other like Person.

“Insurance” means the policies of insurance as set forth in Appendix F.

“Interest Rate” has the meaning set forth in Section 11.4.

“Interim Non-Compliant Price” means, in any hour, the lower of (a) the Contract Price, and (b) CAISO’s hourly Day-Ahead LMP at the Point of Delivery.

“ISA” means Instrument Society of America and any successor thereto.

“IST” has the meaning set forth in Section 7.2(a).

“Joint Powers Agreement” means the “Southern California Public Power Authority Joint Powers Agreement” entered into pursuant to the provisions of the Act among Buyer and Buyer’s Members, dated as of November 1, 1980.

“Legal Opinion” means an executed original of a written legal opinion of Akin Gump Strauss Hauer & Feld, LLC or Latham & Watkins LLP, each counsel for Seller, or other counsel reasonably acceptable to Buyer, addressed to Buyer and in form and substance reasonably acceptable to Buyer, concerning, among other matters on the part of Seller, the enforceability and due authorization of this Agreement, and the other Ancillary Documents that are agreements between the Parties, dated as of the Effective Date.

“Lessor” means the lessor or landowner under any Real Property Agreement.

“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 any 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 Appendix C of the CAISO Tariff.

“Losses” has the meaning set forth in Section 13.3(f)(2).

“Major Maintenance Blockout” has the meaning set forth in Section 7.3(a).

“Makeup Deadline” has the meaning set forth in Section 9.3.

“Makeup Energy” has the meaning set forth in Section 9.2.

“Monthly Report” means the report required to be delivered by Seller pursuant to Section 4.4 in form and substance substantially similar to Appendix O.

“MW” means megawatt(AC).

“MWh” means megawatt-hour.

“Navy I Project” means the geothermal project located in Inyo County in the Coso region of California known as “Navy I,” Resource ID: CALGEN_1_UNITS, which consists of three (3) turbine generators that deliver Energy at a 115kv level.

“Navy II Project” means the geothermal project located in Inyo County the Coso region of California known as “Navy II,” Resource ID: NAVYII_2_UNITS, which consists of three (3) turbine generators that deliver Energy at a 230kV level.

“NERC” means the North American Electric Reliability Corporation and any successor thereto.

“NERC Reliability Standards” means the reliability standards developed by NERC or by any regional authority having jurisdiction, which are applicable to the owner or operator of the Facility or the Facility itself.

“Non-Compensable Curtailments” has the meaning set forth in Section 7.4(a).

“Non-Conforming REC” has the meaning set forth in Section 11.3.

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

“Notification Deadline” has the meaning set forth in Section 10.3(a).

“Notifying Party” has the meaning set forth in Section 14.3(a).

“Operation and Maintenance Plan” has the meaning set forth in Section 4.3(a).

“OSHA” means Occupational Safety and Health Administration of the United States Department of Labor and any successor thereto.

“Outside Commencement Date” has the meaning set forth in Section 3.5.

“Pacific Prevailing Time” or **“PPT”** means the local time in Los Angeles, California.

“Parent Entity” means CGP Holding, LLC, a Delaware limited liability company, together with its successors and assigns.

“Participating Members” means (a) from the Effective Date until the expiration of the fifth (5th) Contract Year, the City of Riverside and the City of Banning, and (b) during the

remainder of the Agreement Term, the City of Riverside, the City of Banning, and the City of Pasadena.

“Party” or “Parties” has the meaning set forth in the preamble of this Agreement.

“Performance Security” has the meaning set forth in Section 5.4(a).

“Performance Security Adjustment Date” means (a) the first day of any Contract Year in which Buyer’s Share increases from the preceding Contract Year, as shown on Appendix N, and (b) if applicable, the first day of any Contract Month in which an automatic increase in Buyer’s Share, the Expected RA Capacity, the Expected Annual Generation, and the Guaranteed Annual Delivered Energy becomes effective pursuant to Section 6.5(b).

“Performance Security Amount” means (a) Four Million Ninety Five Thousand Dollars (\$4,095,000) for the period beginning on the date that is fifteen (15) days after the Effective Date and ending on the Commencement Date, and (b) the amount set forth on Appendix N for each Contract Year during the Delivery Term; *provided*, that if a Performance Security Adjustment Date described in clause (b) of such defined term occurs, the Performance Security Amounts set forth on Appendix N shall automatically be updated in accordance with Appendix N to reflect the increase in Buyer’s Share and Expected RA Capacity.

“Permit” means all applications, permits, licenses, franchises, certificates, concessions, consents, authorizations, certifications, self-certifications, approvals, registrations, orders, filings, entitlements and similar requirements of whatever kind and however described which are required to be filed, submitted, obtained or maintained by any Person with respect to the equipping, financing, refinancing, ownership, possession, shakedown, operation or maintenance of the Facility, the production of Buyer’s Share of Facility Energy, the sale of Delivered Energy, Capacity Rights, or Environmental Attributes to Buyer, 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 those described in Appendix B.

“Permitted Encumbrances” means (a) any Lien approved by Buyer in a writing separate from this Agreement which 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 risk of the sale, forfeiture, loss or restriction on the use of the Facility or any part thereof, provided that such proceedings end by the expiration of the Agreement Term, (c) 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 the 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 (i) such proceedings do not involve a risk of the sale, forfeiture, loss or restriction on use of the Facility or any part thereof or (ii) the payment thereof is fully covered by adequate reserves in accordance with GAAP in the form of bonds or other security reasonably acceptable to Buyer, provided that such proceedings end by expiration of the Agreement Term, (d) easements, rights of way, use rights, exceptions, encroachments, reservations, restrictions, conditions or limitations, so long as they have been identified by Seller to Buyer in writing prior

to the Effective Date and do not interfere with or impair the operation of the Facility as contemplated by this Agreement, (e) Liens in favor of the Facility Lenders subject to the limitations on Facility Debt set forth in this Agreement and provided that any such Liens do not prejudice or diminish the rights and benefits of Buyer under this Agreement, and (f) Liens approved by the Facility Lenders in writing so long as any such Liens under this clause (f) would not have a material adverse effect on the rights and benefits of Buyer under this Agreement.

“Permitted Parent” has the meaning set forth in the definition of “Special Purpose Entity.”

“Permitted Subsidiary” has the meaning set forth in the definition of “Special Purpose Entity.”

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

“Point of Delivery” means CAISO’s POD TH_SP15_GEN-ANPD or the successor APN in the SP-15 Zone that most closely represents such APN.

“Point of Interconnection” means (a) with respect to the Navy I Project, the 115 KV system connecting to the Inyo-Kern Substation, and (b) with respect to the Navy II Project and the BLM Project, the 230 KV system connecting to the Kraemer Junction Substation.

“Present Value Rate” means, at any date, the sum of one-half percent (0.50%) plus the yield reported on page “USD” of the Bloomberg Financial Markets Services Screen (or, if not available, any other nationally recognized trading screen reporting on-line intraday trading in United States government securities) at 11:00 a.m. (New York City, New York time) for the United States government securities having a maturity that most nearly matches the Remaining Term at that date.

“Principals” means any board chair, president, chief executive officer, chief operating officer and any other individual who serves in the functional equivalent of one or more of those positions, as well as any individual who holds an ownership interest in Seller or any upstream equity owner of Seller of at least twenty percent (20%).

“Project” means the Navy I Project, the Navy II Project, or the BLM Project, as applicable.

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

“Public Utilities Code” means the Public Utilities Code of the State of California.

“PUC” means the California Public Utilities Commission and any successor thereto.

“PUC Performance Standard” means, at any time, the greenhouse gas emission performance standard in effect at such time for baseload electric generation facilities owned or operated (or both) by load-serving entities and not local publicly-owned electric utilities, or for which a load-serving entity and not a local publicly owned electric utility has entered into a contractual agreement for the purchase of power from such facilities, as established by the PUC or other Governmental Authority under the EPS Law.

“Qualified Issuer” means a U.S. Issuer Bank reasonably acceptable to Buyer that has a current long-term credit rating (corporate or long-term senior unsecured debt) of “A-” or higher by Moody’s Investors Service, Inc. or “A3” or higher by Standard & Poor’s.

“Qualified Operator” means, with respect to the Facility, (a) an Affiliate of Seller, including Coso Operating Company, (b) a Person listed on Appendix H, or (c) a Person reasonably acceptable to Buyer that has at least three (3) years of experience operating generation facilities similar to the Facility.

“Qualified Transferee” means a Person that, when considered collectively with its Affiliates,

(a) (i) has or is a direct or indirect subsidiary of a Person that has, a tangible net worth assets under management, or to the extent its securities are publicly traded, equity value of at least \$500,000,000, or (ii) has a minimum long term unsecured credit rating of at least Baa2 or higher by Moody’s or at least BBB or higher by S&P,

(ii) retains a Qualified Operator or Qualified Operators to operate the Facility (or otherwise agrees not to interfere with the existing Qualified Operator for the Facility),

(iii) executes a written assumption agreement in favor of Buyer pursuant to which such Person shall assume all of the obligations of Seller under this Agreement and the Ancillary Documents,

(iv) is a Special Purpose Entity, and

(v) is not at the time of transfer in active litigation against Buyer or any Participating Member; or

(b) is reasonably acceptable to Buyer.

“Qualifying Third Party Agreement Notice” has the meaning set forth in Section 6.5(a).

“Quality Assurance Program” has the meaning set forth in Section 5.3.

“Quarterly Certificate” has the meaning set forth in Section 12.5(e).

“RA Capacity” means, for a given period of time, the transferrable qualifying and deliverable capacity of the Facility for RAR purposes allocated to Buyer for such period of time, as determined by the CAISO or other Governmental Authority authorized to make such determination under Requirements of Law.

“RA Replacement Price” means, with respect to each MW of RA Shortfall, (a) if Buyer purchases replacement RA Capacity from a generating facility other than the Facility prior to the applicable CAISO submission deadline, an amount equal to the actual amount paid by Buyer to purchase such replacement RA Capacity, and (b) if Buyer does not purchase replacement RA Capacity as contemplated by the preceding clause, an amount equal to the average of no less than three broker quotes obtained by Buyer stating the value of the applicable portion of the Expected RA Capacity; *provided, however*, that if three broker quotes are not available to Buyer after making commercially reasonable efforts to obtain such quotes, then the RA Replacement Price will be equal to the average of any available broker quotes.

“RA Shortfall” means (a) the quantity of Expected RA Capacity not provided by Seller for the applicable time period, minus (b) the quantity of Replacement RA Capacity provided by Seller for such time period, minus (c) quantity of Expected RA Capacity that Seller was unable to provide solely as a result of a Force Majeure.

“RAR” means the resource adequacy requirements established for load-serving entities by the PUC pursuant to Requirements of Law and PUC decisions, the CAISO pursuant to the CAISO Tariff, or any other Governmental Authority having jurisdiction.

“RAR Attributes” means all resource adequacy attributes capable of being provided from the RA Capacity allocated to Buyer, as may be identified from time to time by the PUC or other Governmental Authority having jurisdiction, that may be counted toward RAR.

“Real Property Agreements” means the geothermal resource leases and the other leases, easements, rights-of-way or other real property agreements relating to the Site listed in Appendix I (as may be reasonably redacted to prevent disclosure of commercially sensitive financial terms).

“REC Period” means (a) the period beginning on the Commencement Date and ending on the earlier to occur of June 30 or December 31 of the year in which the Commencement Date occurs, and (b) each six-month period thereafter, with the last such period ending on December 31, 2041.

“REC Shortage” has the meaning set forth in Section 8.5(b).

“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.

“Renewable Energy Credits” or **“RECs”** means a certificate of proof associated with the generation of electricity from an RPS Complaint eligible renewable energy resource, which certificate is issued through the accounting system established by the CEC pursuant to the RPS

Law, evidencing that one (1) MWh of Energy was generated from such eligible renewable energy resource. Such certificate is a tradable environmental commodity (also known as a “green tag” or “renewable energy credit”) for which the owner of the REC can prove that it has purchased renewable Energy.

“Replacement Energy” means Energy produced by a CEC Certified facility identified on Appendix G and delivered to the CAISO grid, as measured using CAISO-approved and -polled revenue-quality Electric Metering Devices, that, at the time of delivery to the CAISO grid, (a) is both RPS Compliant and EPS Compliant, and (b) includes all Environmental Attributes that have the same value, including with respect to the timeframe for retirement of such Environmental Attributes, if any, as the Environmental Attributes that would have been generated by the Facility on the day and at the time for which the Replacement Energy is being provided.

“Replacement Green Attributes Price” means, with respect to each MWh of REC Shortage, (a) if Buyer purchased a replacement REC during the REC Period during which such REC Shortage accrued, the actual amount paid by Buyer to purchase such replacement REC, and (b) if Buyer did not purchase a replacement REC as contemplated by the preceding clause (a), an amount equal to the average of no less than three broker quotes obtained by Buyer stating the average value of the RECs associated with Facility Energy during the applicable REC Period; *provided, however*, that if three broker quotes are not available to Buyer after making commercially reasonable efforts to obtain such quotes, then the Replacement Green Attributes Price will be equal to the average of any available broker quotes.

“Replacement RA Capacity” has the meaning set forth in Section 10.3(a).

“Requirements of Law” means federal, state and local laws, statutes, regulations, rules, codes, ordinances, resolutions, standards, directives, orders, judgments, decrees, rulings or determinations enacted, adopted, issued or promulgated by any federal, state, local or other Governmental Authority (including those pertaining to electrical, building, zoning, Environmental Laws, and occupational safety and health requirements).

“ROFR” has the meaning set forth in Section 6.5(b).

“RPS Compliant” means, when used with respect to the Facility or any other facility at any time, that all Energy generated by such Facility or other facility, as applicable, at all times shall, together with all of the associated Environmental Attributes, qualify as a “portfolio content category 1” eligible renewable resource under the RPS Law and meet the requirements of Public Utilities Code Sections 399.13 (including the long-term requirement) and 399.16(b)(1).

“RPS Law” means the California Renewable Energy Resources Act (also known as Senate Bill or SB X1-2), the Clean Energy and Pollution Reduction Act of 2015 (also known as SB 350) and The 100 Percent Clean Energy Act of 2018 (also known as SB 100), including the California Renewables Portfolio Standard Program (Article 16, commencing with Section 399.11, of Chapter 2.3 of Part 1 of Division 1 of the Public Utilities Code) along with the Renewable Energy Resources Program administered by the CEC and established pursuant to Chapter 8.6, commencing with Section 25740, of Division 15 of the Public Resources Code, and

all policies established pursuant to Section 454.53 of the Public Utilities Code, any related regulations or guidebooks promulgated by the CEC, CARB, and, as applicable, the PUC, and as all of the foregoing may be promulgated, implemented or amended from time to time, and any successor or replacement laws or regulations.

“**SCADA**” has the meaning set forth in Section 7.2(d)(1).

“**Schedule**” or “**Scheduling**” means the actions of Seller and Buyer, or their Authorized Representatives, including each of the Transmission Providers, if applicable, of notifying, requesting and confirming to the CAISO the quantity of Energy expected to be delivered consistent with the scheduling interval at or from the Point of Delivery on any given date during the Delivery Term, all in the manner contemplated by the CAISO Tariff.

“**Scheduled Energy**” has the meaning set forth in the definition of “Delivered Energy.”

“**Scheduled Outage**” means any outage with respect to the Facility other than a Forced Outage.

“**Scheduled Outage Projection**” has the meaning set forth in Section 7.3(a).

“**Scheduling Procedures**” has the meaning set forth in Section 7.2(e).

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

“**Seller Party(ies)**” means Seller and any Affiliates of Seller executing any Ancillary Document.

“**Shared Facilities**” means the facilities included in the Facility that are shared by Seller and one or more Affiliates of Seller pursuant to the Shared Facilities Agreements.

“**Shared Facilities Agreements**” means (a) the Co-Tenancy and Shared Facilities Agreement, dated August 4, 2020, by and among Coso Transmission Line Partners, Coso Battery Storage, LLC and Seller, (b) the Partial Sub-Assignment and Assumption Agreement, dated June 29, 2020, by and between Coso Battery Storage, LLC and Seller, (c) the Operations and Maintenance Agreement, dated as of August 4, 2020, by and among Coso Battery Storage, LLC, Coso Transmission Line Partners and Seller, and (d) the interconnection agreements governing the interconnection rights and rights to use of the interconnection facilities among Seller (as assignee of Coso Energy Developers and Coso Power Developers), Coso Battery Storage, LLC, Southern California Edison and the California Independent System Operator Corporation.

“**Shortfall Cure Period**” has the meaning set forth in Section 9.2.

“**Shortfall Damages**” has the meaning set forth in Section 9.3.

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

“**Site**” means the real property (including all fixtures and appurtenances thereto), water, and related physical and intangible property generally identified in Appendix B as owned or

leased by Seller or over which Seller has an easement, right-of-way or other right to use or access the property where the Facility is located or will be located, and including the well fields and land subject to the Real Property Agreements held or to be held by Seller for transmission lines or roadways servicing such Site or the Facility located (or to be located) thereon.

“Site Control” means that Seller shall: (a) own the Site; (b) be the grantee, licensee, or lessee under one or more Real Property Agreements that permit Seller to perform all of its obligations under this Agreement and, as applicable, the other Ancillary Documents; or (c) have otherwise provided evidence satisfactory to Buyer of Seller’s exclusive right to control the Site so as to permit Seller to perform all of its obligations under this Agreement and the Ancillary Documents to which it is a party; each of the foregoing clauses (a) through (c), for the Agreement Term.

“SP-15 Zone” means CAISO’s SP-15 trading zone or the successor trading zone that most closely represents CAISO’s SP-15 trading zone.

“Special Purpose Entity” means a limited liability company which at all times prior to, on and after the date hereof (except for any action or inaction taken or liability incurred prior to the change of ownership that occurred on February 16, 2017):

(a) shall not (i) engage in any dissolution, liquidation or consolidation or merger with or into any other business entity, (ii) acquire by purchase or otherwise all or substantially all of the business or assets of or beneficial interest in any other entity, (iii) transfer, lease or sell, in one transaction or any combination of transactions, all or substantially all of its properties or assets except to the extent permitted herein, (iv) modify, amend or waive any provisions of its organizational documents related to its status as a Special Purpose Entity, (v) terminate its qualifications and good standing in the State of Delaware or the State of California, or (vi) terminate its organizational documents or its qualifications and good standing in any other jurisdiction except where such termination would not have a material adverse effect on its ability to carry out its business and perform its obligations under this Agreement;

(b) (i) was organized solely for the purpose of possessing and exercising all the powers and privileges granted by the provisions of the Delaware Limited Liability Company Act and any successor statute or by any other law or by its limited liability company agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Seller and (ii) is and will be organized solely for the purpose of acquiring, developing, owning, holding, selling, leasing, transferring, financing, exchanging, managing and operating the Facility, including any Shared Facilities, owning its subsidiaries (which as of the date hereof are shown in Appendix L), selling Energy, Capacity Rights, Environmental Attributes, and related products under this Agreement with Buyer and any other agreement for such sales that is not prohibited by this Agreement, and transacting lawful business that is incident, necessary and appropriate to accomplish the foregoing (including transactions in the CAISO market and non-speculative hedging activities);

(c) has not been, is not, and will not be engaged in any business unrelated to (i) the acquisition, development, ownership, holding, selling, leasing, financing, transferring, management or operation of the Facility, including the Shared Facilities, (ii) sales of Energy, Capacity Rights, Environmental Attributes, and related products therefrom, and (iii) ownership of its subsidiaries (which as of the date hereof are shown in Appendix L;

(d) has not owned or leased, does not own or lease and will not own or lease, any assets other than those related to the Facility, including the Shared Facilities, or the operation, maintenance, or management thereof;

(e) has held itself out and will hold itself out to the public as a legal entity separate and distinct from any other entity and has not failed and will not fail to correct any known misunderstanding regarding the separate identity of such entity;

(f) has maintained and will maintain its financial statements, accounts, including bank accounts and custodian and other securities safekeeping accounts, books, resolutions, agreements and records separate from any other Person and has filed and will file its own tax returns (except to the extent treated as a “disregarded entity” for tax purposes and is not required to file tax returns under applicable law) separate from any other Person, including its Affiliates (except any wholly owned Affiliate that is treated as a “disregarded entity” for tax purposes and is not required to file tax returns under applicable law);

(g) has held itself out and identified itself and will hold itself out and identify itself as a separate and distinct entity under its own name, or in a name franchised or licensed to it by an entity other than an Affiliate of Seller, and not as a division, department or part of any other Person;

(h) has maintained and will maintain its books, financial records, accounts and assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets and liabilities from those of any other Person;

(i) has not made and will not make loans or advances to any Person, and has not held and will not hold evidence of any indebtedness or other obligations issued by any other Person (other than cash and investment-grade securities issued by an entity that is not an Affiliate of or subject to common ownership with such entity) except (i) for any business advances or loans to employees or officers to cover business expenses in the ordinary course of business in an aggregate amount not to exceed \$50,000 at any one time outstanding, (ii) overhead expenses that are shared with any Affiliate, or (iii) as required under the Term Loan Agreement (or any replacement thereof permitted hereunder that contains substantially the same requirements), and has not made and will not make any gifts or fraudulent conveyances to any Person;

(j) has not identified and will not identify its members, or any Affiliate of any member, as a division or department or part of it, and has not identified itself and shall not identify itself as a division or department of any other Person other than for tax purposes (to the extent treated as a “disregarded entity” for tax purposes);

(k) has not entered into or been a party to, and will not enter into or be a party to, any transaction with its members or Affiliates, except in the ordinary course of its business and on terms which are intrinsically fair, commercially reasonable and are no less favorable to it than would be obtained in a comparable arm's-length transaction with an unrelated third party except for (i) the Term Loan Agreement (or any replacement thereof permitted hereunder that contains substantially the same requirements), (ii) the issuance and redemption of the 5.5% senior notes due July 31, 2018 under the Note Issuance Agreement, dated as of February 16, 2017, by and among the Seller and the noteholders party thereto (as amended, restated or otherwise modified from time to time), (iii) transactions in connection with the Shared Facilities, (iv) CGP Holding LLC's repurchase of its Series A Units on July 26, 2019), and (v) the Operations and Maintenance Agreement, dated as of August 17, 2017 between Coso Energy Developers, Coso Finance Partners, Coso Power Developers, Seller, and Coso Operating Company LLC;

(l) has not had and will not have any obligation to indemnify, and has not indemnified and will not indemnify its officers, managers or members, as the case may be, other than the Independent Manager other than as set forth in the organizational documents in effect prior to the date of this Agreement (which shall not be modified or renewed without Buyer's consent), and other indemnification obligations to any Person under existing debt obligations;

(m) has considered and shall consider its obligations to its creditors, under applicable law, in connection with all limited liability company actions;

(n) does not and will not have any of its obligations guaranteed by any Affiliate except by (i) the following subsidiaries of Seller: Coso Finance Partners (Navy I), Coso Power Developers (Navy II), Coso Energy Developers (BLM East and West), Coso Geothermal Power GP, LLC, Coso Transmission Line Partners, Coso Hay Ranch, LLC, New CLPSI Company LLC, New RVPI Company, LLC, Coso Operating Company, LLC or Coso Clean Power, LLC, each of which has as of the Effective Date, and will continue to have throughout the Agreement Term no indebtedness other than the indebtedness permitted pursuant to clause (bb) of this definition and no Liens on its assets other than Permitted Encumbrances (each such entity meeting such requirements, a "***Permitted Subsidiary***"), or (ii) a wholly-owned indirect subsidiary of CGP Holding LLC, which is a special purpose entity owning 100% of the membership interests of Seller, or a wholly-owned direct subsidiary of CGP Holding LLC, which is a special purpose entity owning 100% of the membership interests of such parent entity of Seller, and both of which have as of the Effective Date, and will continue throughout the Agreement Term to have, (x) no obligations or business purpose other than owning Seller, (y) no indebtedness other than indebtedness permitted pursuant to clause (bb) of this definition, and (z) no Liens on their assets other than Permitted Encumbrances (each such entity meeting such requirements, a "***Permitted Parent***"), so long all such guarantors received or will receive reasonably equivalent value in exchange for such guarantees;

(o) has complied and will comply with all of the terms and provisions contained in its organizational documents including, on and after the Effective Date, the

provision requiring that there be an Independent Manager at all times and has done or caused to be done and will do all things necessary to preserve its existence;

(p) has not commingled, and will not commingle, any of its assets, funds, liabilities or business functions with those of any other Person and has not participated and will not participate in any cash management system with any other Person;

(q) has held and will hold its assets in its own name and conducted and will conduct all business in its own name;

(r) has maintained and will maintain its financial statements prepared in accordance with GAAP, accounting records and other entity documents separate from any other Person and has not permitted and will not permit its assets to be listed as assets on the financial statement of any other entity except as required by GAAP; *provided, however*, that any such consolidated financial statement shall contain: (i) a narrative description of its separate assets, liabilities, business functions, operations and existence to ensure that such separate assets, liabilities, business functions, operations and existence are readily distinguishable by any Person receiving or relying upon a copy of such consolidated financial statement, and (ii) a note indicating that its separate assets and liabilities are neither available to pay the debts of the consolidated entity nor constitute obligations of the consolidated entity;

(s) has paid and will pay its own liabilities, losses and expenses, including the salaries of its own employees, consultants, independent contractors and agents, out of its own funds and assets (except as required under the Term Loan Agreement (or any replacement thereof permitted hereunder that contains substantially the same requirements)) and has maintained and will maintain a sufficient number of employees in light of its contemplated business operations (taking into account that it has received and will receive services from employees of its Affiliates and third parties under contracts entered into with such Affiliates and third parties);

(t) has been and will be in compliance with all procedures and formalities required under its limited liability company agreement and as required by applicable law in its state of organization;

(u) has not assumed or guaranteed or become obligated for, and will not assume or guarantee or become obligated for the debts of any other Person and has not held out and will not hold out its credit or assets as being available to satisfy the debts or obligations of any other Person except as permitted pursuant to this Agreement or as required under the Term Loan Agreement (or any replacement thereof so long as any such guarantee is limited to guaranteeing the obligations of a Permitted Subsidiary or a Permitted Parent and such Permitted Subsidiary or Permitted Parent received or will receive reasonably equivalent value in exchange for such guarantee);

(v) has not acquired and will not acquire obligations or securities of its members or any Affiliate (other than ownership interests in its subsidiaries and CGP Holding LLC's repurchase of Series A Units on July 26, 2019);

(w) has allocated and will allocate fairly, reasonably and nonarbitrarily any overhead expenses that are shared with any Affiliate, including but not limited to paying for shared space and services performed by any employee of an Affiliate;

(x) has maintained and used, now maintains and uses, and will maintain and use separate stationery, invoices and checks bearing its name; such stationery, invoices and checks utilized by it or utilized to collect its funds or pay its expenses have borne and shall bear its own name and have not borne and shall not bear the name of any other entity unless such entity is clearly designated as being its agent;

(y) has not pledged and will not pledge its assets to secure the liabilities, debts or obligations of any other Person, except as permitted pursuant to this Agreement or as required under the Term Loan Agreement (or any replacement thereof permitted hereunder that contains substantially the same requirements);

(z) now has, and will have articles of organization, a certificate of formation or an operating agreement, as applicable, that provides that it will not (except without the appropriate authorizations required therein as of the date of this Agreement): (i) dissolve, merge, liquidate or consolidate; (ii) sell, transfer, lease or otherwise convey all or substantially all of its assets; (iii) engage in any other business activity; (iv) amend its organizational documents with respect to the matters set forth in this definition without the affirmative vote of its Independent Manager; or (v) without the affirmative vote of its Independent Manager, file a bankruptcy or insolvency petition or otherwise institute insolvency proceedings with respect to itself or to any other entity in which it has a direct or indirect legal or beneficial ownership interest;

(aa) has been, is and intends to remain solvent and has paid and intends to continue to pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall have or become due, and has maintained, is maintaining and intends to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations; and

(bb) presently has and will have no indebtedness other than (i) the loan made by the Facility Lender providing financing for the Facility (and any interest rate swap or hedge agreements entered into in connection therewith) and any loan (or interest rate hedge agreement) in replacement or substitution thereof, (ii) Taxes and Insurance premiums, (iii) liabilities incurred in the ordinary course of business relating to its ownership, leasing and operation of the Facility, including the Shared Facilities, and their routine administration, which liabilities are not more than sixty (60) days past due, are not evidenced by a note and are paid when due, and which amounts are normal and reasonable under the circumstances, and in any event not in excess of \$15,000,000 in the aggregate, (iv) any swap or hedge agreements not otherwise maintained with the Facility Lender, and (v) such other liabilities that are permitted pursuant to this Agreement.

“Supply Plan” has the meaning set forth in the CAISO Tariff.

“System Emergency” means each of the following: (a) “System Emergency” as set forth in the CAISO Tariff and (b) a condition or situation that in the judgment of Buyer (i) is imminently likely to endanger life or property; or (ii) is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, reliability of, or damage to the Transmission System, Transmission Provider’s interconnection facilities (as defined in the Generator Interconnection Agreement) or the transmission systems of others to which the Transmission System is directly connected.

“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.

“Tax Equity Financing” means, with respect to Seller or the Parent Entity, any transaction or series of transactions resulting in (a) more than fifty percent (50%) and less than one hundred percent (100%) of the membership interests of Seller or the Parent Entity, as applicable, being issued or otherwise provided to another Person (a **“Tax Equity Investor”**) in exchange for capital contributions to Seller or the Parent Entity, as applicable, (b) the Tax Equity Investor being allocated a necessary share of profits and losses of Seller or the Parent Entity, as applicable, to achieve the associated allocations of tax attributes to the Tax Equity Investor, and (c) the Tax Equity Investor being granted only such management responsibilities in Seller or the Parent Entity, as applicable, as are reasonably satisfactory to Buyer’s Authorized Representative.

“Tax Equity Investor” has the meaning set forth in the definition of “Tax Equity Financing.”

“Termination Notice” has the meaning set forth in Section 13.3(a).

“Term Loan Agreement” means that certain Term Loan Agreement, dated February 16, 2017, among Seller, the lenders party thereto and Cantor Fitzgerald Securities.

“Termination Payment” has the meaning set forth in Section 13.3(d).

“Third Party Agreement Notice” has the meaning set forth in Section 6.5(a).

“Transmission Provider(s)” means the Person(s) operating the Transmission System(s) providing Transmission Services to or from the Point of Delivery.

“Transmission Services” means the transmission and other services required to transmit Energy to or from the Point of Delivery.

“Transmission System” means the facilities utilized to provide Transmission Services.

“U.S. Issuer Bank” means any issuer of a letter of credit that is organized under the laws of the United States or any state thereof.

“UNFCCC” has the meaning set forth in the definition of Environmental Attributes.

“WECC” means the Western Electricity Coordinating Council and any successor entity thereto.

“WREGIS” means Western Renewable Energy Generation Information System, any successor thereto, including any replacement system required by the CEC, or any replacement system as determined by Buyer.

“WREGIS Certificates” has the meaning set forth in Section 8.4.

“WREGIS Operating Rules” means the rules describing the operations of WREGIS, as published by WREGIS.

“WREGIS Withholding Amount” has the meaning set forth in Section 11.3.

Other terms defined herein have the meanings so given them in this Agreement.

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) (i) reference to any agreement (including this Agreement), document, instrument, tariff, rule, or law means such agreement, document, instrument, tariff, rule, or law as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof, and any successor to the foregoing (including successor statutes, if applicable), and (ii) any term defined herein by reference to the definition of such term in any agreement, document, instrument, tariff, rule, or law shall have the meaning ascribed to such term, or if such term is no longer used, the term or concept most closely representing such term, in any amended or modified version of such agreement, document, instrument, tariff, rule, or law, or any successor thereto, unless the foregoing interpretation would materially affect the interpretation or performance of this Agreement;
- (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) “herein”, “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;

(j) reference to any “day” or “month” shall mean a calendar day or calendar month respectively, unless otherwise indicated, and assumes the use of Pacific Prevailing Time to determine the start and end of each referenced “day” or “month”, unless otherwise indicated;

(k) the term “or” is not exclusive; and

(l) with respect to obligations, the terms “shall” and “will” shall have the same meaning and be of equal force and effect.

Section 1.3 Order of Precedence. In the event of any conflict or inconsistency between or among the terms and conditions of any of the body of this Agreement, the Appendices and Exhibits attached to the body of this Agreement and the Ancillary Documents, the following order of precedence, consistent with the controlling Requirements of Law, shall govern the interpretation of this Agreement (other than executed documents based on forms attached to the body of this Agreement that by their terms govern in the event of any inconsistency): (a) the body of this Agreement, (b) the Appendices and Exhibits attached to the body of this Agreement, and (c) the Ancillary Documents.

ARTICLE II EFFECTIVE DATE, TERM AND EARLY TERMINATION

Section 2.1 Effective Date. This Agreement shall be effective as of the “*Effective Date*,” which shall occur as of the date upon which (a) Seller and Buyer have executed and delivered this Agreement, and (b) Buyer has confirmed receipt of delivery of such fully executed Agreement. On or prior to the Effective Date, Seller shall deliver to Buyer (i) the Generator Interconnection Agreement, duly executed by Seller and Transmission Provider, providing for full capacity deliverability, (ii) the Legal Opinion, (iii) the Real Property Agreements, duly executed by the parties thereto, as may be reasonably redacted to prevent disclosure of commercially sensitive financial terms, (iv) true, correct, and complete copies of (x) the certificate of formation and limited liability company agreement of Seller, (y) a certificate for Seller, dated no earlier than ten (10) days prior to the Effective Date, from the Secretary of State of the State of Delaware as to Seller’s valid existence and good standing, and (z) all resolutions and other documents evidencing all limited liability company actions required to execute, deliver, and perform the Seller Parties’ obligations under this Agreement and the Ancillary Documents, in each case, certified by an authorized representative of the applicable Seller Party as being true, correct and complete, and (v) an incumbency certificate signed by the secretary of each Seller Party certifying as to the names and signatures of the authorized representatives, signatories, and officers of such Seller Party, in each case, in form and substance reasonably

satisfactory to Buyer. No more than five (5) Business Days after the Effective Date, Seller shall deliver to Buyer acceptable evidence of the Insurance.

Section 2.2 Agreement Term and Delivery Term. This Agreement shall have a delivery term (the “***Delivery Term***”) commencing on the Commencement Date and ending on December 31, 2041, unless sooner terminated in accordance with the terms of this Agreement. The term of this Agreement (the “***Agreement Term***”) shall commence on the Effective Date and shall end upon the expiration of the Delivery Term or earlier termination of this Agreement in accordance with the terms hereof.

Section 2.3 Survivability. The provisions of this Article II, Section 14.19(b)-(e), and Section 14.21 shall survive for a period of one year following the termination of this Agreement. The provisions of Article XII and Section 14.19(a) shall survive for a period of four (4) years following final payment made by Buyer hereunder or the expiration or termination date of this Agreement, whichever is later. The provisions of Article V, Article VI, Article VII, Article VIII, Article IX, Article X, and Article XI shall continue in effect after termination to the extent necessary to provide for final billing, adjustments and deliveries related to any period prior to termination of this Agreement.

Section 2.4 Early Termination.

(a) **Early Termination by Mutual Agreement.** This Agreement may be terminated by mutual written agreement of the Parties.

(b) **Early Termination for Default.** Upon the occurrence of a Default, the Non-Defaulting Party may terminate this Agreement as set forth in Section 13.3.

(c) **Early Termination for Extended Force Majeure.** This Agreement may be terminated pursuant to Section 14.6(c).

(d) **Early Termination for Agreement’s failure to comply with Article I of Chapter 11 of Division 2 of Title 20 of the California Code of Regulations.** Notwithstanding the provisions of Section 8.7, if, within sixty (60) days after the CEC’s receipt of a complete compliance filing under Sections 2909 and 2910 of Article 1 of Chapter 11 of Division 2 of Title 20 of the California Code of Regulations, the CEC issues a decision pursuant to Section 2910 thereof finding that this Agreement fails to comply with Article 1 of Chapter 11 of Division 2 of Title 20 of the California Code of Regulations, then this Agreement shall be void, and any and all deliveries of Delivered Energy shall be terminated no later than the effective date of such decision of noncompliance by the CEC.

(e) **Early Termination for RPS or EPS Non-Compliance.** Buyer may terminate this Agreement pursuant to Section 8.7(b).

(f) **Effect of Termination.** Any early termination of this Agreement under this Section 2.4 shall be without prejudice to the rights and remedies of either Party for Defaults occurring prior to such termination.

ARTICLE III DEVELOPMENT OF THE FACILITY

Section 3.1 In General.

(a) **Permitting.** Seller, at its expense, shall timely take all steps necessary to obtain and maintain all Permits required to own, maintain or operate the Facility in accordance with the requirements of this Agreement and all applicable Requirements of Law and for the performance of Seller's obligations hereunder.

(b) **Meetings with Governmental Authorities.** Seller shall represent the Facility as necessary in all meetings with and proceedings before all Governmental Authorities.

(c) **Ownership of the Facility.** Except as otherwise permitted by this Agreement or in any Consent to Collateral Assignment, the Facility shall be owned by Seller during the Agreement Term. Seller shall operate and maintain the Facility, at its sole risk and expense, and in compliance with the requirements of this Agreement, all applicable Requirements of Law, and Prudent Utility Practices; *provided, however,* meeting these requirements shall not relieve Seller of its other obligations under this Agreement. Seller shall not sell or otherwise dispose of or create, incur, assume or permit to exist any Lien (other than Permitted Encumbrances) on any portion of the Facility or any other property or assets which are related to the operation, maintenance and use of the Facility without the prior written approval of Buyer. If, at any time during the Agreement Term, any Facility Lender permits any Liens on the Facility or any other property or assets of Seller related to the operation, maintenance, and use of the Facility that are not included in clause (a) through (e) of the definition of Permitted Encumbrances, then Seller shall promptly notify Buyer thereof. The Facility shall be operated during the Delivery Term by the party listed as the operator on Appendix B or such other Person as Buyer shall approve in the exercise of its reasonable discretion.

Section 3.2 Commencement Date Notices. Seller shall provide Buyer no fewer than ninety (90) days' prior written notice of the date on which Seller anticipates achievement of the Commencement Date Conditions and provide Buyer with the Commencement Date Certificate when Seller believes that all Commencement Date Conditions have been satisfied. Upon receipt of the Commencement Date Certificate, if applicable, Buyer's Authorized Representative shall promptly, and in writing, either accept or reject the Commencement Date Certificate in its reasonable discretion. If Buyer's Authorized Representative rejects the Commencement Date Certificate, Seller shall promptly correct any defects or deficiencies and resubmit the Commencement Date Certificate; *provided,* if Buyer fails to respond in writing to such Commencement Date Certificate within thirty (30) Business Days after receipt thereof, Buyer shall be deemed to have accepted such Commencement Date Certificate.

Section 3.3 Other Information. Seller shall provide to Buyer such other information regarding the permitting or operations of Seller or the Facility, financial or otherwise, and other data concerning Seller or the Facility as Buyer or Buyer's Authorized Representative may, from time to time, reasonably request. Until the Commencement Date, Seller shall provide to Buyer

quarterly written reports, in form and substance reasonably satisfactory to Buyer, describing the status of the Facility, including any significant developments or delays and Seller's estimated Commencement Date, and anticipated progress and activities for the upcoming month. Buyer and Buyer's Authorized Representative shall be permitted to inspect the Facility from time to time upon reasonable prior notice to Seller and during reasonable business hours, on the condition that (i) such activity does not materially disrupt operations at the Facility, (ii) any such Authorized Representatives at the Site comply with any Site-specific rules and requirements notified to Buyer in advance, including any applicable Navy access requirements of which Seller notifies Buyer, and (iii) such Authorized Representative enter into a right of entry, in form and substance reasonably acceptable to Buyer, wherein risks of being at the Facility will be assumed by such Authorized Representatives visiting and evidence of insurance will be provided by, or on behalf of, such Authorized Representatives; *provided*, that any such right of entry shall not abridge, modify, supersede, or otherwise affect the indemnification obligations of Seller hereunder, which shall apply to any such inspections by Authorized Representatives of Buyer.

Section 3.4 CEC Certification. On or before October 1, 2021, Seller shall deliver to Buyer evidence reasonably satisfactory to Buyer that the Facility is CEC Certified.

Section 3.5 Performance Damages. If Seller fails to achieve the Commencement Date by the Guaranteed Commencement Date, Seller shall pay liquidated damages to Buyer in an amount equal to five thousand dollars (\$5,000) per day ("**Daily Delay Damages**") for each day intervening between the Guaranteed Commencement Date and the earlier of (a) the Commencement Date and (b) the date, if any, on which this Agreement is terminated by Buyer pursuant to Section 2.4. The Parties agree that (x) it is impractical or extremely difficult to determine actual damages to which Buyer would be entitled in the foregoing circumstance, and (y) the liquidated damages provided for in this Section are a fair and reasonable calculation of actual damages to Buyer and are not a penalty in such a circumstance. Buyer may draw from the Performance Security the amount of any such Daily Delay Damages due and owing to Buyer. Notwithstanding anything to the contrary set forth in this Agreement, in no event shall the Commencement Date occur later than March 31, 2022 (the "**Outside Commencement Date**"), and the failure to achieve the Commencement Date by the Outside Commencement Date shall be an immediate Default by Seller, not subject to extension or cure of any kind. The payment of Daily Delay Damages shall not limit Buyer's right to (i) exercise any right or remedy available under this Agreement or at law or in equity for any other breach or default occurring concurrently with, before, or after Seller's delay in achieving the Commencement Date by the Guaranteed Commencement Date, (ii) recover any damages not directly attributable to such delay or to pursue any indemnity claims in accordance with this Agreement, or (iii) terminate this Agreement pursuant to Section 2.4.

Section 3.6 Decommissioning and Other Costs. Buyer shall not be responsible for any cost of decommissioning or demolition of the Facility Assets or any environmental or other liability associated with the decommissioning or demolition of the Facility Assets without regard to the timing or cause of the decommissioning or demolition of the Facility Assets.

ARTICLE IV OPERATION AND MAINTENANCE OF THE FACILITY

Section 4.1 Compliance with Electrical Service Requirements. Seller shall, at its sole expense, operate and maintain, or cause a Qualified Operator to operate and maintain, the Facility (a) in accordance with Prudent Utility Practices, the requirements of this Agreement, all applicable Requirements of Law and the requirements of applicable manufacturers' and operators' specifications, using commercially reasonable efforts to comply with any published recommendations of the manufacturers and suppliers of the major components of the Facility, (b) with due regard for the safety, security and reliability of the interconnection facilities and the Transmission System, and (c) in a manner that is reasonably likely to maximize the output of the Facility throughout the Facility's useful life and result in a useful life for the Facility through the end of the Delivery Term.

Section 4.2 General Operational Requirements.

In addition to the requirements set forth in Section 4.1 and elsewhere in this Agreement, Seller shall or shall cause its Qualified Operator to, at all times:

- (a) Employ qualified and trained personnel for managing, operating and maintaining the Facility and for coordinating with Buyer and Buyer's Agent. Seller shall ensure that necessary personnel are available on-site or on-call twenty-four (24) hours per day during the Delivery Term;
- (b) Operate and maintain the Facility with due regard for the safety, security and reliability of the interconnected facilities and Transmission System;
- (c) Comply with operating and maintenance standards required by the Facility's equipment suppliers, consistent with Prudent Utility Practices and Seller's past practices at the Facility; and
- (d) Operate and maintain the Facility in accordance with Prudent Utility Practices.

Section 4.3 Operation and Maintenance Plan.

Following the Commencement Date, Seller shall:

- (a) Devise, implement, and maintain, a plan of inspection, maintenance, and repair for the Facility and the components thereof in order to operate and maintain the Facility in accordance with Prudent Utility Practices (the "***Operation and Maintenance Plan***"). The Operation and Maintenance Plan shall be in form and substance reasonably acceptable to Buyer and available for inspection by Buyer and Buyer's Authorized Representatives during Seller's regular business hours upon reasonable notice.
- (b) Provide to Buyer, on a monthly basis, any regularly prepared operation and maintenance status reports of the Facility provided to WECC or Facility Lenders pursuant to a Financing Agreement.

(c) In addition to the other required and preventative maintenance actions contained in this Agreement, provide notification to Buyer of its actions to: (i) conduct regular visual equipment inspections and log significant parameters; (ii) identify all preventative maintenance requirements for the following calendar year, including the performance of maintenance in accordance with Section 4.4 and Article V; (iii) conduct periodic maintenance of various equipment (which shall include a report to Buyer about any findings); (iv) conduct periodic quality assurance and quality control activities and inspections in accordance with Seller's Quality Assurance Program (which shall include a summary report to Buyer regarding the results of such activities and inspections); (v) hire subcontractors, as applicable, to meet the Facility's maintenance, betterment, and improvement needs; and (vi) schedule and assign routine maintenance during operations, planned outages, as well as maintenance that can be conducted during a Forced Outage, or during an outage occurring as a result of curtailment notifications.

Section 4.4 Reporting and Information. For the duration of the Delivery Term, Seller shall provide to Buyer (a) Monthly Reports of the operation of the Facility on or before the fifteenth (15th) day of each month, which shall include (i) a performance summary of the month- and Contract Year-to-date MWh generation of Facility Energy and delivery of Buyer's Share of Facility Energy, capacity factor, availability (including actual availability vs. expected availability), (ii) reports of expected generation indicators of when Shortfall Energy may occur; (iii) any regularly prepared operations and maintenance status reports of the Facility provided to WECC or any Facility Lenders, (iv) reports regarding the ongoing operations of the Facility during such month, which set forth the status of the operation of the Facility or any component thereof, including any equipment or other operational or maintenance failures, defects or other issues and any repairs, replacements or other remediation provided or to be provided therefor, (v) a description of the reasons for any downtime, maintenance or repairs, and curtailment periods during the applicable month, and (vi) a safety and environmental summary; and (b) such other information regarding the Facility as Buyer may, from time to time, reasonably request.

ARTICLE V COMPLIANCE DURING OPERATION PERIOD

Section 5.1 In General.

(a) **The Facility.** Seller represents and warrants that Seller performed, or caused to be performed, all engineering, design, development and construction of the Facility in a good and workmanlike manner and in accordance with applicable standards, Prudent Utility Practices, all applicable Requirements of Law, in each case, at the time of such engineering, design, development and construction. Seller warrants and guarantees that throughout the Delivery Term: (i) the Facility and its components and related work, will be free from material defects caused by errors or omissions in design, engineering, and construction, (ii) the Facility will be free and clear of all Liens other than Permitted Encumbrances, and (iii) the Facility will comply in all respects with the requirements of this Agreement and all applicable Requirements of Law. Seller also warrants and guarantees that throughout the Agreement Term it will monitor the operation and maintenance of the Facility and that said operation and maintenance is, and will be, in compliance with standards, Prudent Utility Practices, Requirements of Law, Seller's Quality Assurance

Program, applicable and material standards, and other provisions of this Agreement. Without limiting the foregoing, Seller shall promptly repair or replace, consistent with Prudent Utility Practices, any component of the Facility that does not comply with the foregoing warranties or guarantees. Seller shall at all times exercise commercially reasonable efforts to undertake all recommended or required updates or modifications to the Facility, its equipment and materials, including procedures, programming and software in a timely manner.

(b) **Buyer's Right to Monitor in General.** Buyer shall have the right, upon prior written notice to Seller, and Seller shall permit Buyer and its representatives, advisors, engineers and consultants to, observe, inspect and monitor all operations and activities at the Site, on the condition that (i) such activity does not materially disrupt operations at the Facility, (ii) any such Persons at the Site comply with any Site-specific rules and requirements notified to Buyer in advance, including any applicable Navy access requirements of which Seller notifies Buyer, and (iii) such Persons enter into a right of entry, in form and substance reasonably acceptable to Buyer, wherein risks of being at the Facility will be assumed by such Persons visiting and evidence of insurance will be provided by, or on behalf of, such Persons; *provided*, that any such right of entry shall not abridge, modify, supersede, or otherwise affect the indemnification obligations of Seller hereunder, which shall apply to any such inspections by Buyer and its representatives, advisors, engineers and consultants.

Section 5.2 Compliance with Standards. Seller shall cause the Facility and all parts thereof to be operated and maintained to meet (a) all of the requirements of this Agreement, (b) all applicable standards and requirements of the latest revision of standards or requirements of the ASTM, ASME, ASCE, AWS, EPA, EEL, IEEE, ISA, National Electric Code, National Electric Safety Code, OSHA, Cal-OSHA, Uniform Building Code, Uniform Plumbing Code, Underwriters Laboratory Standards, the local County Fire Department Standards of the applicable county, and applicable National Fire Protection Agency standards and requirements, (c) all FERC-approved NERC Reliability Standards, (d) any other material codes, standards, and operations and maintenance requirements applicable to the services, equipment, and work, as generally shown in this Agreement, and (e) all applicable Requirements of Law not specifically mentioned in this Section 5.2. If Seller contracts with another Person to operate or maintain the Facility, Seller shall cause such contract to provide that such Person shall operate or maintain, as applicable, the Facility in compliance with the laws, regulations, standards and other requirements identified in clauses (a) through (e) of the prior sentence.

Section 5.3 Quality Assurance Program. No later than the occurrence of the Commencement Date, Seller shall develop and initiate a written quality assurance policy, in form and substance reasonably satisfactory to Buyer (the "**Quality Assurance Program**"). Seller shall maintain and comply with said Quality Assurance Program throughout the Delivery Term, and Seller shall cause all work performed on or in connection with the Facility to comply with said Quality Assurance Program.

Section 5.4 Security Provided by Seller.

(a) Seller shall execute and deliver to Buyer an Acceptable Form of Performance Security in the amount of the applicable Performance Security Amount no later

than fifteen (15) days following the Effective Date and no later than fifteen (15) days following each Performance Security Adjustment Date thereafter, which Acceptable Form of Performance Security shall, at all times, be subject to replenishment as set forth in Section 5.4(c) below and shall guarantee Seller's obligations under this Agreement for the Agreement Term (the "***Performance Security***").

(b) If this Agreement terminates prior to the occurrence of the Commencement Date while the Performance Security is outstanding and no damages or other amounts are due and owing to Buyer under this Agreement, then Seller is no longer required to maintain the Performance Security; *provided*, that Buyer may draw on such Performance Security in accordance with Section 5.4(c).

(c) Buyer may draw on the Performance Security for any amount due and owing to Buyer due to Seller's obligations under this Agreement, including any liquidated damages, Shortfall Damages, and Daily Delay Damages. Promptly, and in no event more than five (5) Business Days following any draw by Buyer on the Performance Security, Seller shall replenish the amount drawn on the Performance Security such that the amount of the Performance Security is restored to the full amount required at such time, as set forth in Section 5.4(a).

(d) Seller shall, from time to time as requested by Buyer or Buyer's Authorized Representative, 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 applicable law the Performance Security contemplated by this Agreement and the Ancillary Documents and the rights, Liens and priorities of Buyer with respect to such credit support.

(e) Seller shall notify Buyer of the occurrence of a Downgrade Event with respect to an issuer of Performance Security, which notice shall be given by Seller within five (5) Business Days of obtaining knowledge of the occurrence of such event. If, at any time, (i) there shall occur a Downgrade Event with respect to an issuer of a Performance Security consisting of a letter of credit, or (ii) Buyer elects to terminate any relationship with such issuer pursuant to directives from any Governmental Authorities applicable to Buyer or a Participating Member, then Buyer may require that Seller replace the Performance Security from the issuer that has suffered the Downgrade Event or with whom the relationship has been terminated by Buyer with Performance Security from a Qualified Issuer within ten (10) Business Days of notice from Buyer to Seller requesting such replacement Performance Security.

(f) If the Performance Security consists of a letter of credit that expires before the end of the Agreement Term, Seller shall (i) cause the term of such letter of credit to be renewed or extended for additional consecutive terms of three hundred sixty (360) days or more (or, if shorter, the remainder of the Agreement Term) no later than thirty (30) days prior to each such expiration date, and (ii) provide written proof of such renewal or extension to Buyer as soon as practicable thereafter, but in no event later than fifteen (15) days prior to the applicable expiration date. If Seller fails to comply with the foregoing sentence, Buyer may immediately draw upon the entire outstanding amount of the letter of credit and, at

Seller's cost and with Seller's funds, place such amount in an account controlled by Buyer until Seller provides substitute Performance Security meeting the requirements of this Section 5.4.

(g) Notwithstanding the other provisions of this Agreement, the Performance Security contemplated by this Agreement: (a) constitutes security for, but is not a limitation of, Seller's obligations under this Agreement, and (b) shall not be Buyer's exclusive remedy against Seller for Seller's failure to perform in accordance with this Agreement.

Section 5.5 Effect of Review by Buyer. Any review by Buyer of the operation or maintenance of the Facility is solely for the information of Buyer. Buyer shall have no obligation to share the results of any such review or observation with Seller, nor shall any such review or observation 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 the Facility. Seller shall in no way represent to any third party that any such review by Buyer of the Facility, including any review of the 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.

ARTICLE VI PURCHASE AND SALE OF POWER

Section 6.1 Purchases by Buyer.

(a) On and after the Commencement Date and continuing for the Delivery Term, Seller shall sell, and Buyer shall purchase, all Delivered Energy for the Contract Price, except as described in Section 6.1(b), Section 6.5, Section 8.5(b), or Section 8.7.

(b) Seller shall not be obligated to sell to Buyer, and Buyer shall not be obligated to purchase, (i) any Excess Energy, or (ii) any Energy in any hour that exceeds the then-applicable Generation Hourly Cap. If Seller elects to offer any such Energy to Buyer, and Buyer elects, in its sole discretion, to purchase such Energy, then the price for such Energy shall be the Excess Energy Price.

(c) For each hour during which Buyer pays Seller the Contract Price or the Excess Energy Price for Forecasted Energy pursuant to Section 6.1(a) or Section 6.1(b), Seller shall issue a credit to Buyer equal to the product of (i) CAISO's Day-Ahead LMP at the Point of Delivery for such hour, and (ii) the MWh of Forecasted Energy during such hour.

Section 6.2 Point of Delivery. Subject to Section 6.1(b), Seller shall use commercially reasonable efforts to cause the quantity of Scheduled Energy during each hour to be equal to the quantity of Buyer's Share of Facility Energy and Replacement Energy during such hour. To the extent Buyer's Share of Facility Energy (a) is associated with Excess Energy that Buyer elects not to purchase or (b) would cause the Scheduled Energy to exceed the then-

applicable Generation Hourly Cap: (i) Seller shall not Schedule such Energy for Buyer's benefit notwithstanding the previous sentence, (ii) Seller may sell the applicable MWh of Buyer's Share of Facility Energy to a third party, (iii) Seller shall not be obligated to deliver to Buyer the Environmental Attributes associated with the MWh of Buyer's Share of Facility Energy sold to such third party, and (iv) such MWh of Buyer's Share of Facility Energy sold to a third party shall not be included in the calculation of the REC Shortage pursuant to Section 8.5(b).

Section 6.3 Energy to Come Exclusively from Facility. Except as provided in Article IX, in no event shall Seller have the right to procure Energy from sources other than the Facility for sale and delivery pursuant to this Agreement.

Section 6.4 Sales to Third Parties. Except for deliveries of Facility Energy and Replacement Energy into the CAISO, any Facility Energy that is not Buyer's Share of Facility Energy and any Excess Energy not purchased by Buyer pursuant to this Agreement, Seller shall not sell or otherwise transfer any Facility Energy, Replacement Energy, Capacity Rights or Environmental Attributes, in each case, associated with Delivered Energy required to be delivered to Buyer under this Agreement to any Person other than Buyer during the Agreement Term. Any purported sale or transfer in violation of this provision shall be null and void at inception and of no force or effect.

Section 6.5 Right of First Refusal.

(a) If, at any time during the Agreement Term, Seller makes a written proposal to sell any portion of the Facility Energy (other than Buyer's Share of the Facility Energy), together with the associated Environmental Attributes and Capacity Rights, to any third-party purchaser for a period of ten (10) years or more, then Seller shall deliver notice thereof to Buyer at least thirty (30) days prior to the date that Seller intends to enter into the agreement with such third party, which notice shall include (i) the percentage of the Facility Energy and the quantity of RA Capacity to be covered by such agreement and the corresponding updated numbers for Buyer's Share, the Expected RA Capacity, the Expected Annual Generation, and the Guaranteed Annual Delivered Energy for the then-current Contract Year and each Contract Year for the Remaining Term should Buyer elect to exercise its ROFR, if Buyer has the right to do so, in accordance with Section 6.5(b), (ii) the negotiated price in such agreement, (iii) the term of such agreement, and (iv) the point of delivery for such agreement (the "**Third Party Agreement Notice**"). Seller shall have a reasonable period of time to review the Third Party Agreement Notice and (i) if the aggregate price contemplated therein is equal to or lower than the Contract Price and (ii) Seller determines in its reasonable discretion that the other material commercial terms are comparable to the terms under this Agreement, then (x) the Third Party Agreement Notice shall constitute a "**Qualifying Third Party Agreement Notice**" and (y) the Contract Price shall automatically be reduced to the price set forth in the Qualifying Third Party Agreement Notice, effective as of the date of delivery of the Qualifying Third Party Agreement Notice. Seller shall provide such other additional information concerning the third party agreement as Buyer may reasonably request in order to make the determination as to whether a Third Party Agreement Notice constitutes a Qualifying Third Party Agreement Notice. For purposes of this Section 6.5(a), if the pricing structure under the third party agreement includes a capacity payment or

any other payment in addition to, or in lieu of, a per-MWh price, the Parties shall work together in good faith to determine a per-MWh equivalent price.

(b) If Seller delivers a Qualifying Third Party Agreement Notice, Buyer shall have a right of first refusal (the “**ROFR**”) to increase Buyer’s Share and the Expected RA Capacity for the remainder of the Delivery Term to cover any or all of such portion of the Facility Energy and associated Environmental Attributes and Capacity Rights. Buyer shall provide notice as to whether Buyer is interested in exercising the ROFR, subject to any city council or other approvals the Participating Members may require (an “**Election Notice**”) within thirty (30) days after receipt of the Qualifying Third Party Agreement Notice. If Buyer delivers an Election Notice, then Buyer’s Share, the Expected RA Capacity, the Expected Annual Generation, and the Guaranteed Annual Delivered Energy under this Agreement shall automatically be increased to the applicable numbers specified in the Qualifying Third Party Agreement Notice, effective as of the first day of the month following Buyer’s notice to Seller that Buyer and the Participating Members have obtained all required city council and other approvals. If Buyer does not deliver an Election Notice within such time period, then Seller shall be free to enter into such agreement with such third party, on the condition that such agreement shall be on the terms presented by Seller in such notice. If Seller does not enter into such third party agreement within 120 days after Seller’s delivery of the Qualifying Third Party Agreement Notice, then Seller shall not be entitled to enter into such third party agreement unless Seller delivers a new Third Party Agreement Notice and, if such new Third Party Agreement Notice constitutes a Qualifying Third Party Agreement Notice, Buyer does not timely deliver an Election Notice with respect thereto.

ARTICLE VII

TRANSMISSION AND SCHEDULING; TITLE AND RISK OF LOSS

Section 7.1 Transmission and Interconnection. Seller shall (a) arrange and be responsible for any Transmission Services required to deliver Buyer’s Share of Facility Energy to the Points of Interconnection and Replacement Energy to a point of interconnection with the CAISO grid, and (b) arrange and pay for the interconnection of the Facility to the CAISO grid, including all CAISO Costs associated therewith. 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.

Section 7.2 Forecasting and Scheduling of Energy.

(a) Except upon the occurrence of a curtailment under Section 7.4, Seller shall (i) Schedule Energy into the Day-Ahead Market using APN Inter-SC Trades (as such term is defined in the CAISO Tariff) (“**IST**”) at the Point of Delivery in accordance with the CAISO Tariff, any other applicable guidelines, and the Scheduling Procedures, (ii) pay all CAISO Costs (except for CAISO Costs that result from Buyer’s failure to submit an IST for any hour that matches the aggregate MWh of Facility Energy and Replacement Energy forecasted by Seller for such hour pursuant to Section 7.2(c)(4), which shall be timely paid by Buyer or promptly reimbursed by Buyer to Seller), and (iii) install metering, telemetry, and control equipment in accordance with Section 11.7 and the CAISO Tariff so as to be able

to deliver Facility Energy to the Points of Interconnection, Schedule Delivered Energy, and respond to CAISO, Transmission Provider, or reliability coordinator's dispatch orders.

(b) Buyer is responsible for any required Scheduling of Delivered Energy after the Point of Delivery. Each Party shall perform all Scheduling activities hereunder in compliance with the CAISO Tariff, WECC scheduling practices, and Prudent Utility Practices.

(c) Seller or Seller's Authorized Representative shall provide the following non-binding forecasts, and any updates to such forecasts, to Buyer based on the most current forecast of Buyer's Share of Facility Energy and Replacement Energy:

(1) At least (A) one-hundred twenty (120) days before the anticipated Commencement Date and (B) one-hundred twenty (120) days before the beginning of each Contract Year thereafter, a non-binding forecast of each month's average-day quantities of Buyer's Share of Facility Energy and Replacement Energy for the following eighteen (18) months.

(2) No later than sixty (60) days before the beginning of each month during the Delivery Term, a non-binding forecast of each day's average hourly quantities of Buyer's Share of Facility Energy and Replacement Energy for such month.

(3) No later than ten (10) Business Days before the beginning of each month during the Delivery Term, a non-binding forecast of each day's average hourly quantities of Buyer's Share of Facility Energy and Replacement Energy for the following month.

(4) On the first Business Day of each calendar week during the Delivery Term, a non-binding forecast of each day's average quantities of Buyer's Share of Facility Energy and Replacement Energy, by hour, for the following fourteen (14) days.

(5) By 5:30 AM PPT on the Business Day immediately preceding each day of delivery of Buyer's Share of Facility Energy and Replacement Energy during the Delivery Term, a copy of a non-binding hourly (or as then appropriate) forecast of quantities of Buyer's Share of Facility Energy and Replacement Energy for each hour of the immediately succeeding day. Any forecast provided on 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 or Seller's Authorized Representative shall, by 9:00 AM PPT, provide a copy of any updates to such forecast indicating a change in forecasted Buyer's Share of Facility Energy or Replacement Energy from the then-current forecast.

(6) Prior to 12:00 PM PPT of the Business Day immediately preceding each WECC Prescheduling Day (as defined by WECC) for each hour of the Delivery Day (as defined by WECC) in MW or MWh units (as applicable), a non-binding pre-schedule forecast of Buyer's Share of Facility Energy and Replacement Energy via email. The pre-scheduled amounts of Buyer's Share of Facility Energy and Replacement Energy

shall be the good faith estimate of Seller or Seller's Authorized Representative of the anticipated quantities of Buyer's Share of Facility Energy and Replacement Energy at the time. Any forecast provided on a day prior to any non-Business Day shall include forecasts for the next day, each succeeding non-Business Day and the next Business Day. Seller or Seller's Authorized Representative shall provide a copy of any and all updates to the forecast of the Facility's availability from the then-current forecast. Except for Forced Outages, Seller shall use commercially reasonable efforts to operate the Facility with the objective that, for each hour scheduled, the actual Facility availability shall be maintained in accordance with the pre-schedule plan.

(7) Seller or Seller's Authorized Representative shall use commercially reasonable efforts to notify Buyer via email, followed by a telephone call, or other mutually acceptable method, of any hourly changes due to a change in Facility availability or an anticipated outage no later than one-hundred five (105) minutes prior to the start of such Scheduling hour, or such other limit as specific in the CAISO Tariff. Seller or Seller's Authorized Representative shall notify Buyer of other unanticipated changes in availability by email or telephone as promptly as reasonably possible. Any notice delivered under this Section 7.2(c)(7) shall include the reason for the outage and an estimated duration of the outage. Once the outage has ended, Seller or Seller's Authorized Representative shall notify Buyer that the outage has ended, the cause of the outage, and the actions taken to resolve the outage in order for the CAISO outage report to be updated accordingly.

(d) Seller shall develop and install all communications systems necessary for the operation of the Facility in accordance with Prudent Utility Practices, including communications systems that provide for the receipt and following of automated dispatch instructions from the CAISO. Throughout the Delivery Term, Seller shall provide to Buyer the following data on a real time basis, with minimal lag time, and in a format that reasonably allows Buyer to copy, paste or otherwise use such data:

(1) Read only access via secure log-in credentials to Facility Energy output information collected by the supervisory control and data acquisition ("**SCADA**") system for the Facility; provided that if Buyer is unable to access the Facility's SCADA system, then upon request from Buyer, Seller shall provide Energy output information to Buyer in four (4) second intervals in the form of a one (1) hour flat file to Buyer through a secure file transport protocol (FTP) system with an e mail back up for each flat file submittal. Seller shall store such information for up to three (3) months after delivery thereof to Buyer; and

(2) Such other information about the Facility as may be reasonably requested from time to time by Buyer.

(e) No later than ninety (90) days before the Guaranteed Commencement Date, the Parties shall mutually develop forecasting and Scheduling procedures in addition to those set forth in this Section 7.2 (collectively with the forecasting and Scheduling procedures set forth in this Section 7.2, the "**Scheduling Procedures**") in order to administer the provisions of this Agreement in compliance with all applicable Prudent Utility Practices,

Requirements of Law and requirements of the Transmission Provider, CAISO, NERC, WECC, and any balancing authority involved in the Scheduling of Energy under this Agreement. The Parties shall promptly cooperate to make any reasonably necessary and appropriate modifications to the Scheduling Procedures (including, if necessary, by amending this Agreement) as may be required from time to time.

Section 7.3 Scheduled Outage.

(a) Buyer and Seller shall cooperate to minimize Scheduled Outages during certain periods of each Contract Year specified by Buyer's Authorized Representative (such periods of time, the "***Major Maintenance Blockout***"), but in accordance with Prudent Utility Practices. No later than one-hundred twenty (120) days prior to the scheduled Commencement Date and the commencement of each Contract Year thereafter, Buyer shall provide Seller with its specified Major Maintenance Blockout. In the absence of such updated notification, the most recent previous Major Maintenance Blockout notification shall apply. Seller shall minimize its Scheduled Outages during the Major Maintenance Blockout in a manner that is consistent with Prudent Utility Practices. No later than sixty (60) days prior to the scheduled Commencement Date and, for each calendar year thereafter, no later than the deadline for providing the CAISO with proposed maintenance outages for the following year as described in the CAISO Tariff, Seller shall provide Buyer with its non-binding written projection of all Scheduled Outages for the succeeding three (3) calendar years (the "***Scheduled Outage Projection***") reflecting a minimized schedule of scheduled maintenance during the Major Maintenance Blockout. In addition, Seller shall cooperate in good faith with Buyer's maintenance scheduling requests consistent with Prudent Utility Practices. The Scheduled Outage Projection shall include information concerning all projected Scheduled Outages during such period, including (i) the anticipated start and end dates of each Scheduled Outage; (ii) a description of the maintenance or repair work to be performed during the Scheduled Outage; and (iii) the anticipated MW capacity of operational capacity, if any, during the Scheduled Outage. Seller shall notify Buyer of any change in the Scheduled Outage Projection as soon as practicable, but in no event later than thirty (30) days prior to the originally scheduled date of the Scheduled Outage. Seller will use commercially reasonable efforts to accommodate reasonable requests of Buyer with respect to the timing of Scheduled Outages and Seller will, to the extent consistent with Prudent Utility Practices, coordinate Scheduled Outages to coincide with planned transmission outages. In the event of a System Emergency, Seller shall make all reasonable efforts to reschedule any Scheduled Outage previously scheduled to occur during the System Emergency.

(b) In addition to reporting outages to Buyer within any applicable time period for reporting outages under the CAISO Tariff and applicable rules and regulations of the CAISO, in the event of a Forced Outage, Seller shall notify Buyer within two (2) hours after the commencement of the Forced Outage and, within seven (7) days thereafter, provide 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 of operational 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 7.4 Curtailments.

(a) Subject to Section 7.4(b), Seller shall reduce deliveries of all or any portion of Buyer's Share of Facility Energy and scheduling of associated Delivered Energy after receiving notice from Buyer, the CAISO, a Transmission Provider, or any reliability entity at any time and for the duration specified in such notice, including for curtailments required due to (i) a System Emergency, (ii) an event of Force Majeure, (iii) an order by the CAISO, any Transmission Provider, or any reliability entity (curtailments under subsections (i), (ii), and (iii), "***Non-Compensable Curtailments***"), or (iv) any economic, operational, or other reason (curtailments under subsections (iv), "***Compensable Curtailments***"). Curtailments shall be measured in a manner that is consistent with the Scheduling Procedures.

(b) Buyer shall notify Seller of any Buyer-directed curtailment no later than two (2) hours before the CAISO Day-Ahead Market closes for matching ISTs for the applicable day. Buyer may not direct a Compensable Curtailment for less than 12 continuous hours in any day and may only direct Compensable Curtailments on up to 45 days for each Participating Member's share of Delivered Energy during any Contract Year.

(c) The Parties shall reasonably estimate the amount of Buyer's Share of curtailed Facility Energy that would have been delivered to the Points of Interconnection during each curtailment under this Section 7.4 had the curtailment not occurred, which shall include Buyer's Share of Facility Energy actually generated during such curtailment but for which Delivered Energy was not delivered to Buyer ("***Deemed Delivered Energy***"). Buyer shall pay Seller for Deemed Delivered Energy during Compensable Curtailments as if such Deemed Delivered Energy were Delivered Energy, except to the extent such Deemed Delivered Energy would have been Excess Energy had it been delivered, unless Buyer has elected to purchase such Excess Energy pursuant to Section 6.1(b). Buyer shall not be obligated to pay Seller for any Deemed Delivered Energy (i) that would have been Excess Energy had it been Scheduled during any Compensable Curtailment unless Buyer has elected to purchase such Excess Energy pursuant to Section 6.1(b), or (ii) that accrues during any Non-Compensable Curtailment.

(d) If Seller sells Buyer's Share of Facility Energy to a third party during any Compensable Curtailment or Non-Compensable Curtailment, then (i) Seller shall not be obligated to deliver to Buyer the Environmental Attributes associated with the MWh of Buyer's Share of Facility Energy sold to such third party, (ii) such MWh of Buyer's Share of Facility Energy sold to a third party shall not be included in the calculation of the REC Shortage pursuant to Section 8.5(b), and (iii) to the extent such MWh of Buyer's Share of Facility Energy were sold during a Compensable Curtailment, Seller shall credit the amount paid by such third party for such MWh against amounts that Buyer would otherwise have owed for such MWh pursuant to Section 7.4(c).

(e) In the event of any inconsistency between the provisions in this Section 7.4 and any applicable requirements of CAISO, the provisions of CAISO shall govern.

Section 7.5 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 (a) all Energy generated by the Facility prior to and at the Points of Interconnection and (b) all Replacement Energy prior to and at the point of delivery thereof into the CAISO grid. Seller shall deliver all Delivered Energy, Capacity Rights and Environmental Attributes to Buyer free and clear of all Liens created by any Person other than Buyer. Title to all Scheduled Energy shall pass from Seller to Buyer at the Point of Delivery effective upon the close of the Day-Ahead Market. Title to all RAR Attributes shall pass from Seller to Buyer upon Seller's submission of a Supply Plan therefor to the CAISO that is accepted by the CAISO. Title to all Environmental Attributes and Capacity Rights (other than RAR Attributes) shall pass from Seller to Buyer upon the creation thereof.

ARTICLE VIII ENVIRONMENTAL ATTRIBUTES; EPS AND RPS COMPLIANCE

Section 8.1 Transfer of Environmental Attributes. For and in consideration of Buyer entering into this Agreement, and in addition to the agreement by and between Buyer and Seller to purchase and sell Delivered Energy on the terms and conditions set forth herein, Seller shall transfer to Buyer, and Buyer shall receive from Seller, all right, title, and interest in and to all Environmental Attributes, free and clear of all Liens, whether now existing or acquired by Seller or that hereafter come into existence or are acquired by Seller during the Agreement Term. Seller agrees to transfer and make available to Buyer such Environmental Attributes to the fullest extent allowed by applicable law immediately upon Seller's production or acquisition of the Environmental Attributes. Seller represents and covenants that it has not assigned, transferred, conveyed, encumbered, sold or otherwise disposed of and will not in the future assign, transfer, convey, encumber, sell or otherwise dispose of all or any portion of such Environmental Attributes to any Person other than Buyer or attempt to do any of the foregoing with respect to any of the Environmental Attributes. Buyer and Seller acknowledge and agree that the consideration for the transfer of Environmental Attributes is contained within Contract Price and Excess Energy Price. If at any time Seller becomes obligated to obtain pollution or environmental credits or offsets in order to own, operate or maintain the Facility in compliance with the Requirements of Law, Seller shall ensure that such credits or offsets are obtained in Seller's own name and at Seller's sole cost and expense. In no event shall Seller use any Environmental Attributes to satisfy the foregoing obligation.

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

Section 8.3 Environmental Attributes. Upon the request of Buyer or Buyer's Authorized Representative, Seller shall take all actions and execute all documents or instruments necessary under all law, regulations, guidebooks promulgated by the CEC or PUC, bilateral arrangements or other voluntary Environmental Attribute programs of any kind, as applicable, to maximize the attribution, accrual, realization, generation, production, recognition and validation of Environmental Attributes throughout the Agreement Term.

Section 8.4 Use of Accounting System to Transfer Environmental Attributes. In furtherance and not in limitation of Section 8.3, Seller shall use WREGIS to evidence the transfer of any Environmental Attributes under applicable laws or any voluntary program (“*WREGIS Certificates*”), in accordance with WREGIS reporting protocols and shall cause the Facility to remain registered with WREGIS. After the Commencement Date, at the option of Buyer’s Authorized Representative, Seller shall transfer WREGIS Certificates associated with Buyer’s Share of Facility Energy (subject to Section 6.2 and Section 7.4(d)) and Replacement Energy using the Forward Certificate Transfer method, as described in WREGIS Operating Rules, from Seller’s WREGIS account (or, with respect to Replacement Energy, from a third party’s WREGIS account) to up to three WREGIS accounts, as designated by Buyer’s Authorized Representative. Seller shall be responsible for the WREGIS expenses associated with maintaining registration of the Facility, maintaining its account, WREGIS Certificate issuance fees and transferring WREGIS Certificates to Buyer or Buyer’s Agent, or any other designees, and Buyer shall be responsible for the WREGIS expenses associated with maintaining its account, or the accounts of its designees, if any, and subsequent transferring or retiring by it of WREGIS Certificates. Buyer is not a QRE as defined by the WREGIS Operating Rules for Seller. Forward Certificate Transfers shall occur monthly based on the certificate creation timeline established by the WREGIS Operating Rules. Seller shall be responsible for, at its expense, validating and disputing data with WREGIS prior to WREGIS Certificate creation each month. In the event that WREGIS is not in operation, or WREGIS does not track Seller’s transfer of WREGIS Certificates to Buyer, Buyer’s Agent or Buyer’s designees for purposes of any Environmental Attributes attributed, accrued, realized, generated, produced, recognized or validated relative to Buyer’s Share of Facility Energy or Replacement Energy, Seller shall document the production and transfer of Environmental Attributes under this Agreement by delivering to Buyer an attestation for the Environmental Attributes associated with Buyer’s Share of Facility Energy or Replacement Energy, measured in whole MWh, or by such other method as Buyer or Buyer’s Authorized Representative shall designate. If any of the foregoing is or becomes inconsistent with the WREGIS rules, the Parties shall reasonably cooperate to amend the foregoing procedures in a manner reasonably requested by Buyer consistent with the then effective WREGIS rules.

Section 8.5 Further Actions Regarding Environmental Attributes.

(a) If WREGIS (or any successor thereto) is no longer available to provide the services described in Section 8.4, Seller shall, until such time as a substitute provider reasonably acceptable to both Parties is available to provide such services, continue to document the production of Environmental Attributes by delivering with each invoice to Buyer an attestation and bill of sale (on the form set forth in Appendix D) for Environmental Attributes related to Buyer’s Share of Facility Energy and Replacement Energy during the preceding month. At the request of Buyer or Buyer’s Authorized Representative, the Parties shall execute all such documents and instruments and take such other action in order to effect the transfer of the Environmental Attributes specified in this Agreement to Buyer and to maximize the attribution, accrual, realization, generation, production, recognition and validation of the Environmental Attributes. In the event of the promulgation of a scheme involving Environmental Attributes administered by CAMD, upon notification by CAMD that any transfers contemplated by this Agreement shall not be recorded, the Parties shall promptly cooperate in taking all reasonable actions necessary so that such transfer can be

recorded. Each Party shall promptly give the other Party copies of all documents it submits to CAMD to effectuate any transfers.

(b) If, for any REC Period, the aggregate quantity of Buyer's Share of Facility Energy (subject to Section 6.2 and Section 7.4(d)) and Replacement Energy is less than the aggregate quantity of Delivered Energy (such difference, the "**REC Shortage**"), then Seller shall pay to Buyer an amount equal to (i) the aggregate Replacement Green Attributes Prices for the REC Shortage less (ii) the aggregate WREGIS Withholding Amounts withheld by Buyer with respect to the REC Shortage during such REC Period; *provided, however*, that if such calculation results in a negative number, then no amount shall be owed by either Party with respect to the REC Shortage. The Parties agree that (x) it is impractical or extremely difficult to determine actual damages to which Buyer would be entitled in the foregoing circumstance, and (y) the damages provided for in this Section 8.5(b) are a fair and reasonable calculation of actual damages to Buyer and are not a penalty in such a circumstance. Buyer shall use commercially reasonable efforts to minimize the amount of the Replacement Green Attributes Price.

Section 8.6 RPS and EPS Compliance. Seller warrants and guarantees that, upon the achievement of the Commencement Date and at all times thereafter, the Facility will be both RPS Compliant and EPS Compliant (the "**Compliance Standards**"). Subject to the Compliance Expenditure Cap set forth in Section 8.7, Seller shall be responsible for all costs and charges associated with maintaining the Compliance Standards should the Facility not be RPS Compliant and EPS Compliant after the Commencement Date and throughout the Delivery Term. From time to time and at any time requested by Buyer or Buyer's Authorized Representative, Seller will furnish to Buyer, Governmental Authorities, or other Persons designated by Buyer, all certificates and other documentation reasonably requested by Buyer or Buyer's Authorized Representative in order to establish compliance with the preceding sentence.

Section 8.7 Change in Law.

(a) Notwithstanding the foregoing, if at any time during the Delivery Term a change in law occurs that causes the Facility to fail to comply with the Compliance Standards, then Seller shall use commercially reasonable efforts to bring the Facility into compliance with the Compliance Standards; *provided, however*, that Seller's obligation to incur costs and expenses in connection with satisfying the Compliance Standards due to a change in law shall not exceed one million dollars (\$1,000,000) per occurrence and two million five hundred thousand dollars (\$2,500,000) in the aggregate over the Delivery Term (collectively, the "**Compliance Expenditure Cap**"). During all times in which the Facility fails to meet the Compliance Standards, including when Seller is using commercially reasonable efforts to bring the Facility into compliance with the Compliance Standards, Buyer shall pay the Interim Non-Compliant Price for Delivered Energy. The Interim Non-Compliant Price shall remain in place until such time as the Facility is brought back into compliance with the Compliance Standards, subject to Section 8.7(b).

(b) If, at any time during the Delivery Term, (i) the RPS Law or EPS Law ceases to be effective and is not replaced with a functionally equivalent law, (ii) Buyer determines, in its reasonable discretion, that it is impossible notwithstanding Seller's

commercially reasonable efforts, including expenditures (including all of Seller's prior costs and expenses in connection with satisfying the Compliance Standards due to such change in law) up to the Compliance Expenditure Cap, for Seller to bring the Facility into compliance with the Compliance Standards, or (iii) despite Seller's commercially reasonable efforts and expenditure of funds in an amount equal to or exceeding (including all of Seller's prior costs and expenses in connection with satisfying the Compliance Standards due to such change in law) the Compliance Expenditure Cap, the Facility remains not in compliance with the Compliance Standards, then Buyer may elect by notice to Seller, to the extent permitted by applicable laws, rules, and regulations, to either (x) terminate the Agreement, or (y) for the remainder of the Delivery Term, replace the Contract Price with the Final Non-Compliant Price.

ARTICLE IX MAKEUP OF SHORTFALL ENERGY

Section 9.1 Makeup of Shortfall. If in any Contract Year the amount of Delivered Energy (excluding Makeup Energy and Delivered Energy associated with Replacement Energy delivered during such Contract Year) and Deemed Generated Energy is less than the Guaranteed Annual Delivered Energy for such Contract Year, then Seller shall make up such shortfall of Delivered Energy ("**Shortfall Energy**") in accordance with this Article IX.

Section 9.2 Makeup Energy and Replacement Energy. During any Contract Year (the "**Shortfall Cure Period**") immediately following a Contract Year in respect of which there is Shortfall Energy due to Buyer, Seller shall make up such Shortfall Energy by delivering (a) Delivered Energy associated with Buyer's Share of Facility Energy in excess of the Guaranteed Annual Delivered Energy (such Delivered Energy up to the amount of the Shortfall Energy, "**Makeup Energy**") or (b) Delivered Energy associated with Replacement Energy; *provided, however*, that any Delivered Energy associated with Replacement Energy shall be Scheduled in accordance with Section 7.2(a) on the delivery schedule specified by Buyer or Buyer's Authorized Representative and shall be subject to the limitation set forth in clause (ii) of Section 6.1(b). Seller shall also provide to Buyer the associated Environmental Attributes and Capacity Rights. Notwithstanding this Section 9.2, if (x) the Contract Year in which Shortfall Energy accrues is the last year of a CEC Compliance Period, Seller shall not have the right or obligation to make up such Shortfall Energy through the delivery of Makeup Energy or Replacement Energy and shall instead pay Shortfall Damages as provided in Section 9.3, or (y) the Contract Year in which Shortfall Energy accrues is the penultimate year of a CEC Compliance Period, then Seller's right and obligation to make up such Shortfall Energy through the delivery of Makeup Energy or Replacement Energy shall only apply through the date that is one hundred twenty (120) days prior to the expiration of the CEC Compliance Period.

Section 9.3 Energy Replacement Price. If Seller fails to make up the full amount of any Shortfall Energy by the end of the applicable Shortfall Cure Period or such earlier date as set forth in clause (y) of Section 9.2 (the "**Makeup Deadline**"), or the Contract Year during which Shortfall Energy accrues is the last year of a CEC Compliance Period, then within sixty (60) days after the Makeup Deadline or the last day of the relevant Contract Year, as applicable, Seller shall pay to Buyer an amount equal to (a) the aggregate Energy Replacement Prices for the remaining Shortfall Energy at the expiration of the Shortfall Cure Period, minus (ii) the product

of the Contract Price and the MWh quantity of such remaining Shortfall Energy (collectively, the “**Shortfall Damages**”); *provided, however*, that if such calculation results in a negative number, the Shortfall Damages shall be deemed to equal zero dollars (\$0.00). The Parties agree that (x) it is impractical or extremely difficult to determine actual damages to which Buyer would be entitled in the foregoing circumstance, and (y) the Shortfall Damages provided for in this Section 9.3 are a fair and reasonable calculation of actual damages to Buyer and are not a penalty in such a circumstance. Buyer shall use commercially reasonable efforts to minimize the amount of the Energy Replacement Price.

Section 9.4 No Limitation on Remedies. The payment of Shortfall Damages or the delivery of Replacement Energy or Makeup Energy shall not limit Buyer’s rights to exercise any right or remedy available under this Agreement or at law or in equity for any other breach or default occurring concurrently with, before or after the failure to meet the Guaranteed Annual Delivered Energy, including a Default under Section 13.1(c).

ARTICLE X CAPACITY RIGHTS

Section 10.1 Purchase and Sale of Capacity Rights. For and in consideration of Buyer entering into this Agreement, and in addition to the agreement by and between Buyer and Seller to purchase and sell the Delivered Energy and Environmental Attributes on the terms and conditions set forth herein, Seller hereby transfers to Buyer, and Buyer hereby accepts from Seller, all of the Capacity Rights. Buyer and Seller acknowledge and agree that the consideration for the transfer of Capacity Rights is contained within the relevant prices for Delivered Energy. In no event shall Buyer have any obligation or liability whatsoever for any debt pertaining to the Facility by virtue of Buyer’s ownership of the Capacity Rights or otherwise.

Section 10.2 Representation Regarding Ownership of Capacity Rights. Seller represents and covenants that it has not assigned, transferred, conveyed, encumbered, sold or otherwise disposed of and will not in the future assign, transfer, convey, encumber, sell or otherwise dispose of any of the Capacity Rights to any Person other than Buyer 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. Buyer may, at its own risk and expense, report to any Person that the Capacity Rights belong to it.

Section 10.3 Failure to Provide Expected RA Capacity.

(a) Seller shall provide Buyer with the Expected RA Capacity by submitting monthly and annual Supply Plans in accordance with the CAISO Tariff. Seller shall deliver notice to Buyer of the RA Capacity that Seller will include in any (i) annual Supply Plan at least one hundred twenty (120) days prior to the CAISO submission deadline for such annual Supply Plan, and (ii) monthly Supply Plan at least ninety (90) days prior to the CAISO’s submission deadline for such monthly Supply Plan (as applicable, the “**Notification Deadline**”). If Seller is unable to provide the entire Expected RA Capacity from the Facility for a given period of time, then except to the extent such inability is a result of Force Majeure, Seller shall replace all or a portion of the Expected RA Capacity with replacement resource adequacy capacity from a generating facility other than the Facility

(“**Replacement RA Capacity**”), provided that such Replacement RA Capacity has equivalent RAR Attributes compared to the Expected RA Capacity not provided by Seller from the Facility. Seller shall notify Buyer prior to the Notification Deadline of Seller’s intent to provide Replacement RA Capacity, including the relevant Supply Plan, the source, volume, and duration, and such other information as may be reasonably requested by Buyer. Seller shall reimburse Buyer for all additional costs of Buyer arising from or related to Seller providing Replacement RA Capacity.

(b) If Seller fails to provide any portion of the Expected RA Capacity in accordance with Section 10.3(a) and does not provide Replacement RA Capacity for such Expected RA Capacity in accordance with Section 10.3(a), then in either case, Seller shall pay to Buyer an amount equal to the aggregate RA Replacement Prices for the RA Shortfall. The Parties agree that (A) it is impractical or extremely difficult to determine actual damages to which Buyer would be entitled in the foregoing circumstance, and (B) the damages provided for in this Section 10.3(b) are a fair and reasonable calculation of actual damages to Buyer and are not a penalty in such a circumstance. Buyer shall use commercially reasonable efforts to minimize the amount of the RA Replacement Price.

(c) Seller shall reimburse Buyer for any penalties or fines assessed against Buyer or any Participating Members to the extent resulting solely from the Expected RA Capacity not provided by Seller or replaced by Seller with Replacement RA Capacity.

Section 10.4 Further Action by Seller Regarding Capacity Rights. Seller shall execute and deliver such documents and instruments and take such other action as Buyer or Buyer’s Authorized Representative may request to effect recognition and transfer of the Capacity Rights to Buyer. Each Party shall bear its own costs associated therewith.

ARTICLE XI

BILLING; PAYMENT; AUDITS; METERING; ATTESTATIONS; POLICIES

Section 11.1 Billing and Payment. Billing and payment for the Energy purchases by Buyer under this Agreement and for any other amounts due and payable by Buyer hereunder shall be as follows:

(a) On or before the tenth (10th) day of the month following a month in which transactions occur hereunder, Seller shall render an invoice (including the name of the Facility, Seller’s address and the contact information of the preparer) to Buyer showing the following for the preceding month, as applicable:

- (1) The total amount of Delivered Energy during such month;
- (2) The total amount of Makeup Energy included in the Delivered Energy during such month, if any;
- (3) The total amount of Delivered Energy associated with Replacement Energy during such month, if any;

(4) An accounting of the amount of the Guaranteed Annual Delivered Energy delivered as of such date for the applicable Contract Year and any new or made-up Shortfall Energy;

(5) Excess Energy delivered during such month and billed pursuant Section 6.1(b) at the Excess Energy Price;

(6) Seller's reasonable calculation of the amount of Deemed Delivered Energy during such month and amounts owed by Buyer in accordance with Section 7.4(c);

(7) The aggregate credits owed to Buyer for Forecasted Energy during such month pursuant to Section 6.1(c);

(8) The amount of Buyer's Share of Facility Energy and Replacement Energy during such month;

(9) Any other payments due to Buyer or Seller under this Agreement;

(10) The total quantity of WREGIS Certificates Seller confirms to have been uploaded by Seller to the WREGIS system during such month; and

(11) The WREGIS Withholding Amounts that Buyer is entitled to withhold with respect to such month or that Buyer is required to release to Seller in accordance with Section 11.3.

(12) Seller's reasonable calculation of the amount of Deemed Generated Energy during such month.

(b) Monthly invoices shall be sent to the address set forth in Appendix C or such other address as is provided by Buyer in writing.

(c) If required pursuant to Section 8.4, attestations of Environmental Attribute transfers to Buyer pursuant to Section 8.5(a) shall accompany monthly invoices.

(d) Confirmation of Seller's compliance with the terms and conditions of this Agreement shall accompany monthly invoices.

Section 11.2 Payment. Subject to the provisions of Section 11.4, Buyer shall pay the amounts set forth in each monthly invoice by wire transfer to the accounts designated on the invoice rendered by Seller on or before the thirtieth (30th) day after receipt by Buyer of the applicable invoice. Bills or portions of bills which are not paid by the due date shall thereafter accrue interest at the Interest Rate, from and including the date payment was due until the date such payment is made. Seller shall pay to Buyer any amount owed to Buyer as set forth in Section 11.1(a)(9) with respect to any month at the time Seller submits its next monthly invoice to Buyer, but in no event more than thirty (30) days after the date of the invoice showing any amount is owed to Buyer. Buyer shall not be required to pay any amounts included in an invoice received more than six (6) months after the billing period.

Section 11.3 WREGIS Withholding. Buyer shall have the right to withhold from any payment to Seller, for each MWh of Delivered Energy, an amount equal to fifteen dollars (\$15) per MWh (such amount, the “*WREGIS Withholding Amount*”) until the WREGIS Certificate associated with such MWh of Delivered Energy has been delivered to Buyer’s WREGIS account. If at any time after Buyer’s payment of the WREGIS Withholding Amount with respect to a REC, a Governmental Authority determines that such REC did not qualify as “portfolio content category 1” under the RPS Law or as a REC meeting the long-term requirement under Public Utilities Code Section 399.13 (any such REC, a “*Non-Conforming REC*”), Seller shall reimburse Buyer the WREGIS Withholding Amount for each such Non-Conforming REC that was generated during the CEC Compliance Period subject to such Governmental Authority determination, and, without duplication each REC generated during the then-current CEC Compliance Period.

Section 11.4 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. 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. “*Interest Rate*” shall mean the lesser of (i) one percent (1%) per month or (ii) the maximum rate permitted by applicable Requirements of Law. Buyer or Buyer’s Authorized Representative may dispute an invoice at any time, *provided* that Buyer or Buyer’s Authorized Representative provides Seller with a notification of such dispute, setting forth the details of such dispute in reasonable specificity.

Section 11.5 Buyer’s 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, Buyer shall have the right at any time or from time to time without notice to Seller or to any other Person, any such notice being hereby expressly waived, to set off against any amount due Seller from Buyer under this Agreement or otherwise any undisputed amount due Buyer from Seller or any Seller Party under this Agreement or otherwise, including any undisputed amounts due because of breach of this Agreement or any other obligation and any costs payable by Seller under Section 7.2, Section 9.3, Section 9.4, Section 11.8, Section 14.7(h), or Section 14.9 if and to the extent paid in the first instance by Buyer.

Section 11.6 Records and Audits. Seller shall maintain, and shall cause Seller’s 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 Environmental 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 (e.g., machine readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred and services performed pursuant to this Agreement. If the Seller, the Seller’s subcontractors or suppliers are required to submit cost or pricing data in connection with this

Agreement, the Seller 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 shall have the right to 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 records shall be retained, and shall be subject to examination and audit by the Authorized Auditors, for a period of not less than five (5) years following final payment made by the Buyer hereunder or the expiration or termination date of this Agreement, whichever is later. The Seller shall make said records or, to the extent accepted by the Authorized Auditors, photographs, micro-photographs, etc. 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 shall have the right to reproduce, photocopy, download, transcribe and the like any such records. Any information provided by the Seller on machine-readable media shall be provided in a format accessible and readable by the Authorized Auditors. The Seller shall not, however, be required to furnish the Authorized Auditors with commonly available software. Seller, and the 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 and applicable Governmental Authority audit standards. If Seller utilizes or is subject to Federal Acquisition Regulation, Part 30 and 31, et seq. accounting procedures, or a portion thereof, examinations and audits shall utilize such information. To the extent that an 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, the Seller shall be provided fifteen (15) days to review an Authorized Auditor's examination results or audit and respond to the Buyer's Authorized Representative prior to the examination's or audit's finalization and public release. If an Authorized Auditor's examination or audit indicates (i) Seller has been overpaid under a previous payment application, the identified overpayment amount shall be paid by the Seller to the Buyer within thirty (30) days of notice to the Seller of the identified overpayment or (ii) Seller has been underpaid under a previous payment application, the identified underpayment amount shall be paid by Buyer to Seller within thirty (30) days of notice to the Buyer from the Authorized Auditor of the identified overpayment. Notwithstanding the foregoing, if the audit reveals that the Buyer overpayment to the Seller is more than five percent (5.0%) of the aggregate invoiced amounts in 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 the Seller to the Buyer within fifteen (15) days of notice to the Seller of such costs and expenses. Any information provided by Seller to the Authorized Auditor and, in turn, from the Authorized Auditor to Buyer, shall be treated as Confidential Information subject to Section 14.21 of this Agreement.

Section 11.7 Electric Metering Devices.

(a) The Facility Energy shall be measured using CAISO-approved and -polled revenue-quality Electric Metering Devices (in compliance with the CAISO Tariff, the CEC's Renewable Portfolio Standard Guidebook, and all other relevant protocols and

dedicated exclusively to the Facility) procured, installed, owned and maintained by Seller as depicted on Appendix B. All such Electric Metering Devices used to provide data for the computation of payments shall be sealed and Seller shall only break the seal when such Electric Metering Devices are to be inspected and tested or adjusted in accordance with this Section 11.7. Seller shall arrange and bear all costs associated with the installation of the Electric Metering Devices needed for the registration, recording and transmission of information regarding the Facility Energy. Seller shall cause Buyer to have read-only access to the Facility's Settlement Quality Meter Data (SQMD) directly through the CAISO Market Results Interface-Settlements (MRI-S) or any future replacement system that provides SQMD. Seller shall use commercially reasonable efforts to support any further efforts by Buyer to obtain CAISO meter data applicable to the Facility and all inspection, testing and calibration data and reports from the CAISO. If the CAISO makes any adjustment to any CAISO meter data for a given time period, Seller shall submit revised monthly invoices, in accordance with Section 11.1, covering the entire applicable time period in order to fully conform such adjustments to the meter data. Seller shall submit any revised invoices no later than thirty (30) days after the date on which the CAISO provides Seller with binding adjustments to the meter data.

(b) Upon Buyer's request, Seller shall provide Buyer and the Participating Members a live, read-only data connection to the Electronic Metering Devices that may be accessed using the Inter-Control Center Communications Protocol, as defined by the International Electrotechnical Commission, which connection will enable the exchange of real-time and historical power system monitoring and control data, including measured values and accounting data.

(c) Seller, at no expense to Buyer, shall inspect and test all Electric Metering Devices upon installation and thereafter in accordance with the CAISO Tariff. Seller shall provide Buyer with reasonable advance notice of, and permit representatives of Buyer to witness and verify, such inspections and tests. Upon request by Buyer or Buyer's Authorized Representative, Seller or Seller's Authorized Representative shall perform additional inspections or tests of any such Electric Metering Devices and shall permit a qualified representative of Buyer to inspect or witness the testing of any such Electric Metering Devices. The actual expense of any such requested additional inspection or testing shall be borne by Seller. Seller shall provide copies of any inspection or testing reports to Buyer.

(d) 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 plus or minus one percent (+/- 1.0%), Seller shall make an adjustment to correct 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 Buyer's Check Meters or as far as can be reasonably ascertained by Buyer or Buyer's Authorized Representative from the best available data, subject to review and approval by Seller (such approval not to be unreasonably withheld). 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 11.7 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.

(e) At Buyer's option, Buyer may install, own and operate Electric Metering Devices at the Facility and/or the Points of Interconnection ("**Buyer's Check Meters**"). Seller shall, and shall cause each of its contractors and subcontractors to grant to Buyer rights of access to the Buyer's Check Meters during normal working hours and subject to Seller's, and Seller's contractors' and/or subcontractors' reasonable requirements and procedures in respect of safety. Throughout the Delivery Term, Buyer shall provide to Seller on a real-time basis read-only access to Buyer's Check Meters. Buyer's Check Meters shall be for check purposes only and shall not be used for the measurement of Facility Energy, except as provided in Section 11.7(c) above. The installation, operation and maintenance of Buyer's Check Meters shall be performed entirely by Buyer at Buyer's sole cost and expense.

Section 11.8 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 the Facility, the Site, or any other assets of Seller, the sale or use of Buyer's Share of Facility Energy, Replacement Energy, and Delivered Energy, Capacity Rights and Environmental Attributes and all Taxes related to Seller's income. If Buyer is required under any Requirement of Law to remit or pay Taxes that are Seller's responsibility hereunder, Buyer may deduct such amounts from payments to Seller hereunder; if Buyer elects not to deduct such amounts from payments to Seller, Seller shall promptly reimburse Buyer for such amounts promptly upon request. Further, if the Facility is exempt from one or more Taxes at any time and for any reason, and that exemption is lost at any time during the Agreement Term, Seller shall be responsible for any additional Taxes incurred as a result of the loss of that exemption.

ARTICLE XII

REPRESENTATIONS AND WARRANTIES; COVENANTS OF SELLER

Section 12.1 Representations and Warranties of Buyer. Buyer represents and warrants to Seller as of the Effective Date that:

(a) Buyer is a validly existing joint powers authority under the laws of the State of California and has the legal power and authority to own its properties, to carry on its business as now being conducted and to enter into this Agreement and each Ancillary Document to which it is a party 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 Ancillary Documents.

(b) The execution, delivery and performance by Buyer of this Agreement and each Ancillary Document to which Buyer is a party have been duly authorized by all necessary action, and do not and will not require any consent or approval of Buyer's Board of Directors or Buyer's Members, other than that which has been obtained.

(c) This Agreement and each of the Ancillary Documents to which the Buyer is a party 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 and Warranties of Seller. Seller represents and warrants to Buyer that:

(a) Each of the Seller Parties is a corporation or limited liability company duly organized, validly existing and in good standing under the laws of its respective state of incorporation or organization, is qualified to do business in the State of California and (the state where Facility is located, as applicable), 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 Ancillary Document to which it may be party 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 Ancillary Documents.

(b) The execution, delivery and performance by the Seller Parties of this Agreement and all 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 Ancillary Documents, 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 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 Ancillary Documents, do 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, agreement, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which any Seller Party is a party or by which it or any of its property is bound, 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 any Seller Party (except as contemplated hereby), and each Seller Party has obtained, at no expense to Buyer, all Permits, including, to the extent required, any FERC authorization, required for the performance of its obligations hereunder and thereunder and operation of the Facility in accordance with Prudent Utility Practices, the requirements of this Agreement, the Ancillary Documents and all applicable Requirements of Law.

(d) Each of this Agreement and the Ancillary Documents constitutes the legal, valid and binding obligation of each 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 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 Ancillary Document.

(g) The organizational structure and ownership of Seller and the Parent Entity, including a list of each such entity's Principals, is as set forth in Appendix L. Appendix L may be updated from time to time by agreement of Buyer and Seller to account for a Change in Control that has been consented to by Buyer in accordance with this Agreement.

(h) Seller is and has always been a Special Purpose Entity.

(i) The Seller Parties have (i) not entered into this Agreement or any 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 the Ancillary Documents. No petition in bankruptcy has been filed against any of the Seller Parties, and none of the Seller Parties nor any of their respective constituent Persons have ever made an assignment for the benefit of creditors or taken advantage of any insolvency act for its benefit as a debtor.

(j) None of the Seller Parties has any reason to believe that any of the Permits required to maintain or operate the Facility in accordance with the requirements of this Agreement and all applicable Requirements of Law will not be timely obtained in the ordinary course of business.

(k) All Tax returns and reports of each Seller Party required to be filed by it have been timely filed, and all Taxes shown on such Tax returns to be due and payable and all assessments, fees and other governmental charges upon the Seller Parties and upon its properties, assets, income, business and franchises that are due and payable have been paid when due and payable. None of the Seller Parties knows of any proposed Tax assessment against any of the Seller Parties that is not being actively contested by it in good faith and by appropriate proceeding.

(l) Seller has not assigned, transferred, conveyed, encumbered, sold or otherwise disposed of any of Buyer's Share of Facility Energy, Environmental Attributes, or Capacity Rights that Seller is required to deliver to Buyer pursuant to this Agreement.

(m) Seller owns or possesses, or will own or possess in a timely manner, all patents, rights to patents, trademarks, copyrights and licenses necessary for the performance by Seller of this Agreement and the Ancillary Documents and the transactions contemplated thereby, without any conflict with the rights of others, and Seller's use thereof does not infringe on the intellectual property rights of third parties.

(n) To Seller's knowledge, there are no investigations, inquiries, orders, hearings, actions or other proceedings by or before any Governmental Authority that are pending or, to the best of Seller's knowledge, threatened in connection with any Permit or Environmental Laws with respect to the Facility or the Site. Neither Seller, nor to Seller's knowledge, any third party has used, released, generated, manufactured, produced, or stored in, on, under or about the Site any Hazardous Materials that could reasonably be expected to subject Seller or Buyer to liability under any Environmental Laws. To Seller's knowledge, with the exception of those Hazardous Materials used and stored in accordance with Environmental Laws and pursuant to any applicable Permit, there are no Hazardous Materials used, stored or present at, in, on or under the Site that could reasonably be expected to subject the Seller or Buyer to liability under any Environmental Laws.

(o) Seller has Site Control for the Agreement Term.

(p) The Facility is CEC Certified.

(q) All Commencement Date Conditions have been satisfied and shall remain satisfied as of the Commencement Date.

(r) The Facility is not, and for the Agreement Term will not be, subject to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*

(s) As of the Effective Date, the aggregate Facility Debt does not exceed eighty percent (80%) of the Facility Value.

Section 12.3 Covenants of Seller Related to Real Property Agreements.

(a) Seller shall at all times (i) maintain Site Control and (ii) keep, perform, observe and comply with, or cause to be kept, performed, observed and complied with, in any case, in all material respects, all covenants, agreements, conditions and other provisions required to be kept, performed, observed and complied with, by or on behalf of Seller from time to time pursuant to the Real Property Agreements. Seller shall not do or permit anything to be done, the doing of which, or refrain from doing anything, the omission of which, could impair or tend to impair, in any case, in any material respect, the rights of Seller under any Real Property Agreement, or could be grounds for the Lessor to terminate any Real Property Agreement. Seller shall not permit any development or alteration, modification, or amendment of any Real Property Agreements that would materially and adversely affect the Facility,

Buyer's rights and benefits under this Agreement, or Seller's ability to perform its obligations under this Agreement, unless Buyer's prior written consent is obtained.

(b) Seller shall, within five (5) Business Days after obtaining knowledge thereof, give Buyer notice of (i) any default or of any event which, with the giving of notice or passage of time, or both, would become a default under any Real Property Agreement or of the receipt by Seller of any notice from the Lessor thereof, or (ii) the commencement or threat of any action or proceeding or arbitration pertaining to any Real Property Agreement. Subject to the Facility Lender's rights under any Real Property Agreement with respect to the events described in (i) and (ii) above, Buyer, at its option, may take any action (but shall not be obligated to take any action) from time to time deemed necessary or desirable by Buyer to prevent or cure, in whole or in part, any default by Seller under any Real Property Agreement or any development agreement for the Facility to the extent permitted by the applicable Real Property Agreement or development agreement. Seller shall deliver to Buyer, immediately upon service or delivery thereof on, to or by Seller, a copy of each petition, summons, complaint, notice of motion, order to show cause and other pleading or paper, however designated, which shall be served or delivered in connection with any such action, proceeding or arbitration.

(c) In the event of the termination, rejection, or disaffirmance by Lessor (or by any receiver, trustee, custodian, or other party that succeeds to the rights of the Lessor) under any Real Property Agreement pursuant to the Bankruptcy Code, and subject to the Facility Lender's rights under any such agreement with respect to the termination, rejection, or disaffirmance by Lessor (or by any receiver, trustee, custodian, or other party that succeeds to the rights of the Lessor) of such agreement, Seller hereby presently, absolutely, irrevocably, and unconditionally grants and assigns to Buyer the right to make or refrain from making any election available to lessees under the Bankruptcy Code (including the election available pursuant to Section 365(h) of the Bankruptcy Code) without the prior written consent of the Buyer (not to be unreasonably withheld, conditioned or delayed), and Seller agrees that any such election, if made by Seller without the prior written consent of Buyer shall be void at inception and of no force or effect. Without limiting the generality of the foregoing sentence, Seller shall not, without Buyer's prior written consent (not to be unreasonably withheld, conditioned or delayed), elect to treat any Real Property Agreement or the leasehold estate created thereby as terminated under Section 365 of the Bankruptcy Code, after rejection or disaffirmance of a Real Property Agreement by the Lessor (whether as debtor in possession or otherwise) or by any trustee of the Lessor, and any such election made without such consent shall be void at inception and of no force or effect. At the request of Buyer, Seller will join in any election made by Buyer under the Bankruptcy Code and will take no action in contravention of the rights granted to Buyer pursuant to this Section 12.3.

(d) In the event there is a termination, rejection, or disaffirmance by the Lessor (whether as debtor in possession or otherwise) or by any trustee of the Lessor pursuant to the Bankruptcy Code and Buyer, subject to Facility Lender's consent (not to be unreasonably withheld, conditioned or delayed), elects to have Seller remain in possession under any legal right Seller may have to occupy the property pursuant to the affected Real Property Agreement, then Seller shall remain in such possession and shall perform all acts necessary for Seller to retain its right to remain in such possession, whether such acts are

required under the then existing terms and provisions of such Real Property Agreement or otherwise.

(e) In the event that a petition under the Bankruptcy Code shall be filed by or against Seller and Seller or any trustee of Seller shall decide to reject or disaffirm a Real Property Agreement pursuant to the Bankruptcy Code (or allow same), Seller shall give Buyer at least ten (10) days' prior notice of the date on which application shall be made to the court for authority to reject or disaffirm such Real Property Agreement or such Real Property Agreement will be otherwise rejected. Buyer shall have the right, but not the obligation, to serve upon Seller or such trustee within such ten (10) day period a notice stating that (i) Buyer, subject to the rights of the Facility Lender's rights, demands that Seller (whether as debtor in possession or otherwise) or such trustee assume and assign such Real Property Agreement to Buyer pursuant to the Bankruptcy Code, and (ii) Buyer covenants to cure, or to provide adequate assurance of prompt cure of, all defaults (except defaults of the type specified in Section 365(b)(2) of the Bankruptcy Code and any successor provision) and to provide adequate assurance of future performance under such Real Property Agreement. In the event that Buyer serves any such notice as provided above, neither Seller (whether as debtor in possession or otherwise) nor such trustee shall seek to reject or disaffirm such Real Property Agreement, and Seller (whether as debtor in possession or otherwise) and such trustee shall comply with such demand within thirty (30) days after such notice shall have been given, subject to Buyer's performance of such covenant.

(f) Buyer, subject to Facility Lender's consent (not to be unreasonably withheld, conditioned or delayed), may elect to make any payment under any Real Property Agreement to cure any default of Seller or the Lessor thereunder and thereby prevent termination of the Real Property Agreement or the exercise of any other remedy of the other party or parties thereunder arising out of such default, Seller, as such lessee, within ten (10) days following receipt of notice from Buyer that it made such payment, shall pay the amount of such payment to Buyer plus interest accruing thereon at the Interest Rate, from and including the date of the payment by Buyer to cure such default to but excluding the date of such payment by the Seller. Buyer shall be entitled to offset amounts otherwise due Seller by the amount of such cure payment or remedy cost until Buyer has been fully repaid.

Section 12.4 Covenants of Seller Related to Tax Equity Financing.

(a) Seller shall provide Buyer with at least one hundred twenty (120) days' prior written notice of the reasonably likely occurrence of any consolidation, merger, or reorganization or other similar transaction, or series of similar transactions, involving Seller or the Parent Entity.

(b) Seller shall provide Buyer with at least one hundred twenty (120) days' prior written notice of the reasonably anticipated consummation of a Tax Equity Financing, which notice shall include (i) introductory and contact information about and for any potential Tax Equity Investors, (ii) a reasonable summary of the anticipated 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 the Parent Entity and such Tax Equity Investor arising in connection with the Tax Equity Financing and (iii) a statement of the

anticipated circumstances under which such provisions and structure could be modified by such Tax Equity Investor. Such notice shall be in addition to, and not in lieu of, any notice required under Section 14.7.

Section 12.5 Additional Covenants of Seller.

(a) Seller shall be a Special Purpose Entity at all times during the Agreement Term.

(b) Seller shall not cause or permit the stock or equity ownership interest in Seller to be pledged or assigned as collateral, except in connection with a Financing Agreement or Tax Equity Financing in accordance with Section 12.4.

(c) Seller shall immediately notify Buyer of the occurrence of any event of default on the part of Seller under any Financing Agreement.

(d) Seller shall not, at any time, incur or permit Facility Debt in an amount that, in the aggregate, exceeds eighty percent (80%) of the Facility Value at the time such Facility Debt is incurred. Seller shall obtain an Appraisal and provide a copy of such Appraisal to Buyer prior to the incurrence of Facility Debt.

(e) Seller shall provide to Buyer within fifteen (15) days after the end of each calendar quarter during the Agreement Term, a certificate of an authorized officer of Seller substantially in the form attached hereto as Appendix M (each, a “**Quarterly Certificate**”), (i) certifying that there exists no Default or any event that, after notice or with the passage of time or both, would constitute a Default, (ii) certifying that the representations and warranties set forth in this Agreement remain true and correct as of the date of such Quarterly Certificate, and (iii) to the extent Facility Debt was incurred during such calendar quarter, attesting to the Facility Debt as being equal to or less than eighty percent (80%) of the Facility Value as of such date the Facility Debt was incurred, which Quarterly Certificate shall be accompanied by supporting documentation in reasonable detail, including Seller’s most recent annual and quarterly financial statements, a statement of the Facility’s then-current Facility Debt, and a copy of the most recent Appraisal obtained by Seller. If a Default or any event that, after notice or with the passage of time or both, would constitute a Default as of the date of a Quarterly Certificate, Seller shall list, in detail, the nature of the event, the period during which it has existed, and the actions that Seller has taken, is taking, or proposes to take with respect to such event or Default.

(f) Seller shall inform all investors in the Seller of the existence of this Agreement and all Ancillary Documents on or before the date of such investment in the Seller.

Section 12.6 Additional Related Projects. Seller shall use best efforts to cause the Facility to receive preference and priority in transmission and interconnection rights over new facilities developed by Seller or any Affiliate of Seller using the Points of Interconnection. Seller and its Affiliates shall not share infrastructure, land, equipment or any other rights owned by it in connection with its ownership or operation of the Facility with any other entities without Buyer’s prior written consent, not to be unreasonably withheld, conditioned or delayed.

Section 12.7 Storage Technology and Shared Facilities. In recognition of emerging technologies and opportunities that will continue to evolve during the Agreement Term, Seller shall have the right to incorporate the use of storage technologies into the Facility only upon Buyer's prior written consent, which shall not be unreasonably withheld. If Seller intends to use any shared facilities or enter into any shared facilities agreements in connection with the Facility or Seller's performance of its obligations hereunder, Seller shall ensure that such shared facilities and shared facilities agreements do not diminish or modify Buyer's rights and benefits or Seller's obligations hereunder and that all such arrangements, including any and all related rights, liabilities, obligations and financings (including any pledge or collateral assignments in connection with such arrangements) are consistent with, not in conflict with, and do not give rise to any default under, this Agreement. The Parties shall cooperate with one another as may be reasonably requested by the other Party to provide such further approvals, consents, estoppels or acknowledgements in connection with this Section 12.7; *provided*, that any such approvals, consents, estoppels or acknowledgements are consistent with this Agreement.

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 pay any amount when and as due under this Agreement which is not cured within thirty (30) days after receiving written notice thereof from the other Party.

(b) *Buyer Performance Default.* Except to the extent caused by a Default of Seller under this Agreement, failure by Buyer to perform any of its duties or obligations under this Agreement or any of the Ancillary Documents (other than any failure described in Section 13.1(a)) when and as due which is not cured within thirty (30) days after receipt of notice thereof from the Seller.

(c) *Seller Performance Default.* Except to the extent caused by a Default of Buyer under this Agreement, failure by any Seller Party to perform any of its other duties or obligations under this Agreement or any of the Ancillary Documents when and as due (other than (i) any failure described in 9.2, 9.3, 11.7 or 13.1(a) or (f) through (p), and (ii) any failure described in an Ancillary Document with a specified cure period), which is not cured within thirty (30) days after receipt of notice thereof from the Buyer.

(d) *Buyer Breach of Representation and Warranty.* Inaccuracy in any material respect as of the Effective Date of any representation, warranty, certification or other statement made by the Buyer herein or in any Ancillary Document that, if capable of being cured, is not cured within thirty (30) days after receipt of notice thereof.

(e) *Seller Breach of Representation and Warranty.* Inaccuracy in any material respect as of the Effective Date of any representation, warranty, certification or other statement made by Seller herein or in any Ancillary Document that, if capable of being cured, is not cured within thirty (30) days after receipt of notice thereof.

(f) *Buyer Bankruptcy.* Bankruptcy of the Buyer.

(g) *Seller Party Bankruptcy.* Bankruptcy of any Seller Party.

(h) *Performance Security Failure.* The failure of Seller to (i) obtain and maintain the Performance Security in compliance with Section 5.4, (ii) replenish the Performance Security within the period provided under Section 5.4(c) or (iii) replace such Performance Security within the applicable time period set forth Section 5.4 and, in any event, at least thirty (30) days prior to its expiration, unless an alternative Performance Security that complies with the requirements of Section 5.4 is provided within ten (10) Business Days after notice sent by Buyer of any such failure; or, with respect to any obligor providing the Performance Security for the benefit of Buyer:

(1) the failure of such obligor to honor a drawing or make a payment thereunder;

(2) such obligor fails to meet the acceptance of Buyer or there shall have occurred a material adverse effect on the business, assets, operations, condition (financial or otherwise) or prospects of such obligor;

(3) the Performance Security issued by such obligor shall fail 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 and each of the Ancillary Documents; or

(4) such obligor shall repudiate, disaffirm, disclaim, or reject, in whole or in part, or challenge the validity of its Performance Security and in any such event, Seller fails to provide a replacement Performance Security.

(i) *Facility Debt Default.* An event of default on the part of Seller in respect of any Facility Debt has occurred and is continuing.

(j) *Real Property Agreement Default.* Any Real Property Agreement fails to be in effect, a default under a Real Property Agreement has occurred or a Real Property Agreement is terminated for any reason or amended in any material respect without mutual agreement of the Parties.

(k) *Insurance Default.* The failure of Seller to maintain and provide acceptable evidence of the Insurance for the required period of coverage as set forth in Appendix F.

(l) *Fundamental Change of Seller.* Except as permitted by Section 14.7, (i) Seller makes an assignment of its rights or delegation of its obligations under this Agreement or any Ancillary Documents, including any Real Property Agreement, or (ii) a Change in Control occurs.

(m) *Failure to Provide Real Time Data.* The failure of Seller to provide any of the real time data required to be delivered under Section 11.7(b), which failure is not cured within five (5) Business Days after receipt of written email notice thereof from Buyer.

(n) *Commencement Date Default.* The failure by Seller to achieve the Commencement Date by the Outside Commencement Date.

(o) *Consecutive Shortfall.* The failure by Seller during any two (2) consecutive Contract Years to deliver (or be deemed to have delivered) Delivered Energy and Deemed Generated Energy equal to at least sixty percent (60%) of the Expected Annual Generation for such Contract Years.

(p) *WREGIS Shortfall.* The aggregate REC Shortage for any two REC Periods is equal to or greater than twenty percent (20%) of the aggregate quantity of Delivered Energy during such two REC Periods.

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 nor act as a waiver of any prior Default by Buyer.

(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 termination of 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) Subject to any Consent to Collateral Assignment entered into by Buyer pursuant to Section 14.7(e), 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**”) sent 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 Sections 13.1(f) and (g), 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 Buyer’s Share of Facility Energy and associated Environmental Attributes and Capacity Rights that would have been required to be delivered under this Agreement had it not been terminated shall be determined by comparing the amounts Buyer (if the Non-Defaulting Party) would have paid or Seller (if the Non-Defaulting Party) would have received 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 (if the Non-Defaulting Party) or by Seller (if the Non-Defaulting Party) 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. It is expressly agreed that the Non-Defaulting Party shall not be required to enter into any such replacement contract 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.

(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) Buyer’s Share of Facility Energy in an amount equal to the Assumed Daily Deliveries, (ii) the Environmental Attributes associated therewith and (iii) all Capacity Rights associated therewith. The “**Assumed Daily Deliveries**” is an amount equal to the greater of (x) the quotient of the Expected Annual Generation divided by 365, and (y) the average daily deliveries of Delivered Energy (other than Makeup Energy and Delivered Energy associated Replacement Energy) during the Delivery Term, if any.

(d) The Non-Defaulting Party shall aggregate its Gains, Losses and Costs as so determined into a single net amount (the “**Termination Payment**”) and notify the Defaulting Party thereof. The notice shall include a written statement explaining in reasonable detail the calculation of such amount. If the Non-Defaulting Party’s aggregate Losses and Costs exceed its aggregate Gains, the Defaulting Party will, within ten (10) Business Days of receipt of such notice, pay the net amount to the Non-Defaulting Party, which amount shall bear interest at the Interest Rate from the Early Termination Date until paid. If the Non-Defaulting Party’s aggregate Gains exceed its aggregate Losses and Costs, the amount of the Termination Payment shall be zero.

(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. Pending resolution of the dispute, the Defaulting Party shall pay the full amount of the Termination Payment calculated by the Non-Defaulting Party as and when required by this Agreement, subject to the Non-Defaulting Party refunding, with interest at the Interest Rate, any amounts determined to have been overpaid.

(f) For purposes of this Agreement:

(1) “**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;

(2) “**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;

(3) “**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.

(4) In no event shall a Party’s Gains, Losses or Costs include any penalties or similar charges imposed by the Non-Defaulting Party.

(5) The Present Value Rate shall be used as the discount rate in all present value calculations required to determine Gains, Losses and Costs.

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

ARTICLE XIV MISCELLANEOUS

Section 14.1 Authorized Representative. Each Party hereto 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. Prior to the Commencement Date, the Authorized Representative of each Party will meet periodically to discuss issues related to the sharing of information on the operation and maintenance of the Facility. To the extent that an Authorized Representative’s contact information is not provided in Appendix C, at the time a Party designates such Authorized Representative, such Party shall concurrently provide written notice to the other Party of such Authorized Representative’s contact information.

Section 14.2 Notices. Except as otherwise provided in Sections 7.2(c) and 13.1(m), all notices, requests, demands, consents, approvals, 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) and accompanied by an email copy, which shall not itself constitute notice, (b) deemed properly sent if (i) delivered in person, (ii) sent by reliable overnight courier, or (iii) mailed by first class United States Mail, postage prepaid, registered or certified with return receipt requested, in each case, to the persons at the applicable address and email address (with respect to the email copy of the applicable notice) specified in Appendix C, and (c) deemed delivered, given, and received (i) on the date of delivery, in the case of delivery in person or (ii) on the date of receipt or rejection in the case of delivery by overnight courier or registered or certified mail, as shown on the applicable tracking report or return receipt.

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 ten (10) 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 Sections 14.3(a) and 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.

(d) As stated in Section 14.12, this Agreement shall be governed by, interpreted and enforced in accordance with laws of the State of California, without regard to the conflict of laws principles thereof. In addition to the dispute resolution process set forth in this section, parties to this Agreement must comply with California law governing claims against public entities and presentment of such claims.

Section 14.4 Further Assurances. Each Party agrees to execute and deliver all further instruments and documents, and take all further actions, not inconsistent with the provisions of this Agreement, which are 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, 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 when and to the extent such Party's performance is prevented or delayed by a Force Majeure that was not reasonably foreseeable and, despite the exercise of due diligence, such Party is unable to prevent or mitigate; *provided*, the affected Party has given a written detailed description of the full particulars of the Force Majeure to the other Party promptly after becoming aware thereof (and in any event within fourteen (14) days after becoming aware of any reasonably foreseeable prevention of, or delay in, performance due to such Force Majeure) (the "***Force Majeure Notice***"), which Force Majeure Notice shall include reasonable information with respect to the nature, cause and date and time of commencement of such Force Majeure event, the effect on performance of the affected Party's obligations and the particular obligations so affected, and the anticipated scope and duration of the delay. A Party providing a valid Force Majeure Notice shall be excused from fulfilling its obligations under this Agreement until such time as the Force Majeure has ceased to prevent or delay performance, at which time such Party shall promptly notify the other Party of the resumption of its obligations under this Agreement and resume performance of its obligations. Buyer's obligation to pay for Energy during the occurrence of a Force Majeure affecting Seller shall be suspended, and if Seller is unable to deliver, or Buyer is unable to receive, Energy due to a Force Majeure affecting Seller, 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 the Seller with respect to Shortfall Energy and Replacement Energy, as provided under Article IX, whether or not caused by 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 an event or circumstance which (i) prevents one Party from performing any of its obligations under this Agreement, (ii) could not reasonably be anticipated as of the Effective Date, (iii) 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 (iv) could not have been prevented, overcome, or avoided by the exercise of due diligence and reasonable care by the affected Party; provided, nothing in this clause (iv) 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. Force Majeure shall include, provided the criteria in the first sentence are met, any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, unusual or extreme adverse weather-related events or natural disasters (such as lightning, landslide, earthquake, tornado, hurricane, storm or flood), explosion, or any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities. 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 affected Party shall deliver to the other Party, on an ongoing basis, regular updated reports containing the foregoing information and any additional documentation and analysis supporting its claim regarding Force Majeure promptly after such information becomes available to the affected Party. The affected Party shall use commercially reasonable efforts to (x) mitigate the duration of, and costs arising from, any suspension of, delay in, or other impact to, the performance of its obligations under this Agreement and (y) continue (to the extent reasonable) to perform its obligations hereunder not affected by such event. 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: (1) insufficiency of funds; (2) any requirement to comply with a RPS Law or any change (whether voluntary or mandatory) in any renewable portfolio standard that may affect the value of the Energy purchased hereunder; (3) events arising from the failure by Seller to operate or maintain the Facilities in accordance with this Agreement; (4) any increase of any kind in any cost; (5) delays in or inability of a Party to obtain financing or other economic hardship of any kind, or any reduction in profit associated with the performance of a Party’s obligations under this Agreement; (6) Seller’s ability to sell any Energy at a price in excess of those provided in this Agreement; (7) Buyer’s ability to purchase any Energy, Environmental Attributes or Capacity Rights at a price less than those provided in this Agreement; (8) curtailment or other interruption of any Transmission Service except as otherwise expressly provided in Section 14.6(c); (9) failure of third parties to provide goods or services essential to a Party’s performance except to the extent caused by an underlying event that otherwise constitutes Force Majeure; (10) Facility or equipment failure of any kind

except to the extent caused by an underlying event that otherwise constitutes Force Majeure; (11) 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 (12) Seller's inability to obtain sufficient fuel, including due to lack of fuel or power to operate the Facility except to the extent caused by an underlying event that otherwise constitutes Force Majeure hereunder.

(c) If Seller's performance is delayed or prevented due to an Force Majeure (i) for a period of one hundred twenty (120) or more consecutive calendar days, or (ii) for an aggregate period of one hundred eighty (180) or more non-consecutive calendar days in a rolling five-year period, Buyer shall have the right to terminate this Agreement effective upon notice to Seller. The exercise by Buyer of its right to terminate this Agreement pursuant to this Section shall not render Buyer liable for any losses or damages incurred by Seller.

(d) Seller represents and warrants that, as of the Effective Date, Seller is aware of the existence and general effects of COVID-19, including the restrictions affecting the performance of Seller's obligations hereunder, and has made reasonable allowances for costs associated therewith and hindrances and delays to Seller's performance of its obligations hereunder that may result from COVID-19. Seller shall provide regular updates to Buyer regarding anticipated COVID-19 impacts on the performance of Seller's obligations under this Agreement. Notwithstanding anything contained in this Section 14.6, Seller shall not be entitled for Force Majeure relief for COVID-19 or the effects of COVID-19, including labor shortages or the impact of orders by Governmental Authorities, that are known or reasonably should have been known as of the Effective Date.

Section 14.7 Assignment of Agreement; Change in Control.

(a) Buyer may assign this Agreement or the Ancillary Documents, without the consent of Seller (provided that any then effective Consent to Collateral Assignment is assigned therewith), to (i) one or more of the Participating Members, (ii) one or more other members of Buyer, provided that such member(s) have a credit rating equal to or greater than the lowest rated Participating Member at the time of such assignment, or (iii) to any Person not a member of Buyer that is a municipally-owned or investor-owned utility or a joint powers authority established under the Act, provided that such assignee has an investment grade rating from either Moody's of "Baa3" or Standard & Poor's of "BBB-", or the equivalent ratings by any other credit rating agency of national standing. Upon Seller's receipt of a copy of the assignment and assumption agreement pursuant to which Buyer assigned its rights and obligations hereunder, Buyer shall be relieved of and fully discharged from all its obligations hereunder, whether such obligations arose before or after the date of such assignment and delegation.

(b) Except as set forth in this Section 14.7 or in a Consent to Collateral Assignment, Seller shall not assign any of its rights, or delegate any of its obligations, under this Agreement without the prior written consent of Buyer, which consent shall not to be unreasonably withheld, conditioned or delayed. Any purported assignment or delegation in violation of this provision shall be null and void and of no force or effect. 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, except as otherwise set forth in this Section 14.7. Seller shall provide Buyer with prior written notice of any proposed Change in Control as early as practicable, but in no event later than ninety (90) days prior to any proposed Change in Control. Concurrently with any reorganization or financing transaction or transactions constituting any Change in Control the successor entity to Seller shall acknowledge the continuing obligations of Seller under this Agreement and the Ancillary Documents. For any Change in Control pursuant to 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 Ancillary Documents and agree to be bound by all the terms and conditions of this Agreement and Ancillary Documents, as applicable. There shall be no amendments or other modifications to this Agreement in connection with a Change in Control unless Buyer consents to such amendments or modifications.

(c) Except as provided in any Consent to Collateral Assignment, Seller shall not sell or transfer all or any portion of the Facility or the Facility Assets to any Person other than a Person to whom Seller assigns this Agreement and the Ancillary Documents in accordance with this Section 14.7, without the prior written consent of Buyer. 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) Buyer's consent shall not be required (i) in connection with the collateral assignment or pledge of this Agreement to any Facility Lender, or (ii) in connection with the pledge, directly or indirectly, of all or a portion of the membership interests in Seller to any Facility Lender as long as (1) the terms of any financing or refinancing, and the documentation relating thereto, comply with the applicable terms and conditions of this Agreement, and (2) in connection with any such assignment or pledge and the exercise of remedies by any Facility Lender, the Facility Lender acknowledges and agrees to be bound by the requirement that the Facility be operated and maintained by a Qualified Operator. Seller shall provide Buyer with at least ninety (90) days' prior notice of any such collateral assignment or pledge. 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 Energy, Environmental Attributes or Capacity Rights (not including the proceeds thereof) to any Facility Lender.

(e) To facilitate Seller's obtaining of financing to operate the Facility, Buyer shall provide the Consents to Collateral Assignment requested by Seller and provide such other reasonable and customary assurances and estoppels as may be reasonably requested by Seller or any Facility Lender in connection with the financing of the Facility, including the acquisition of equity for the operation of the Facility; provided, however, that the terms of such assurances and estoppels shall not conflict with the applicable terms and conditions of this Agreement, and Buyer shall have no obligation to agree to any amendment to this Agreement that is proposed in any Consent to Collateral Assignment or other assurance or estoppel.

(f) Any collateral assignment in connection with a financing or refinancing that causes Facility Debt, in the aggregate, to exceed eighty percent (80%) of the Facility Value as of the date of the collateral assignment is prohibited.

(g) In no event shall Buyer be liable to any Facility Lender for any claims, losses, expenses or damages whatsoever other than liability Buyer may have to Seller under this Agreement. In the event of any foreclosure, whether judicial or nonjudicial, or any deed in lieu of foreclosure, in connection with any deed of trust, mortgage, or other similar Lien, such Facility Lender or its designee, and their successors in interest and assigns, shall be bound by the covenants and agreements of Seller in this Agreement; provided, however, that until the Person who acquires title to the Facility executes and delivers to Buyer a written assumption of Seller's obligations under this Agreement in form and substance acceptable to Buyer, such Person shall not be entitled to any of the benefits of this Agreement. Any sale or transfer of all or any portion of the Facility by Facility Lender or its designee and their successors and assigns thereafter during the term of this Agreement shall be made only to an entity that is a Qualified Transferee.

(h) Seller shall reimburse Buyer for the incremental direct 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.

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 Attorneys' Fees and 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 attorneys' 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 legal costs in order to facilitate a collateral assignment or pledge of this Agreement under Section 14.7, to evaluate whether a Change in Control has occurred, or such other action or review that is at the request of Seller, including in Section 14.7(h), or as may be required due to the actions or omissions of, Seller, Seller shall bear Buyer's reasonable and documented 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 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; Amendments. This Agreement (including all Appendices and Exhibits) and any Consent to Collateral Assignment and other Ancillary

Documents contain the entire understanding concerning the subject matter herein and supersede and replace 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 Agreement, together with the Ancillary Documents, 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 shall be governed by, interpreted and enforced in accordance with and construed under the laws of the State of California without regard to conflict of law principles.

Section 14.13 Venue. All litigation arising out of, or relating to, this Agreement shall be brought in a state or federal court in the County of Los Angeles in the State of 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, Electronic Signatures and Document Transmission.

(a) 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.

(b) The Parties may execute this Agreement by original signature or by electronic signature, each of which shall have the same force and effect. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes, to the extent provided under applicable law, including the Federal Electronic Signatures in Global and National Commerce Act and Records Act, and California's Uniform Electronic Transactions Act.

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 seeking and obtaining 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 injunctive relief 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. Each Participating Member is a third-party beneficiary of the representations, warranties, and covenants of Seller in this Agreement, and each Participating Member has all of the rights and benefits of Buyer under, and the ability to enforce, this Agreement. Except as set forth in the foregoing sentence, (a) the provisions of this Agreement are solely for the benefit of the Parties hereto, and (b) nothing in this Agreement, whether express or implied, shall be construed to give to, or be deemed to create in, any other Person, whether as a third party beneficiary of this Agreement or otherwise, any legal or equitable right, remedy or claim in respect of this Agreement or any covenant, condition, provision, duty, obligation or undertaking contained or established herein.

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

(a) **Indemnification.** Seller undertakes and agrees to indemnify and hold harmless Buyer, the Participating Members, and Buyer's Board of Directors, and all of their officers and employees, agents, employees, advisors, and Authorized Representatives, and each of the foregoing assigns and successors in interest (collectively, "**Indemnitees**"), and, at the option of Buyer, defend such Indemnitees from and against any and all suits and causes of action (including proceedings before FERC and other regulatory agencies), claims, charges, damages (including indirect, consequential, or incidental), demands, judgments, costs, expenses, civil fines and penalties, other monetary remedies or losses of any kind or nature whatsoever, including but not limited to attorney's fees (including allocated costs of internal counsel) or other monetary remedies and costs of litigation, obligation or liability of any kind or nature whatsoever, in any manner arising by reason of, or incident to, or connected in any manner with the performance, non-performance or breach of this Agreement, or any other act, error or omission or willful misconduct by or of the Seller or Seller's officers, employees, agents, subcontractors of any tier, including but not limited to any such performance, non-performance, breach, act, error or omission or willful misconduct that results in intellectual property infringement or leads to death, bodily injury or personal injury to any person, including Seller's employees and agents or third persons, or damage or destruction to any property of any kind or nature whatsoever, of either party or third person, or loss of use (hereinafter "**Indemnified Liabilities**"), except to the extent caused by the gross negligence or willful misconduct of any such Indemnitee. The provisions of this paragraph

shall be in addition to, and not exclusive of, any other rights or remedies which Indemnitees have at law, in equity, under this Agreement or otherwise. To the extent that the undertakings to defend, indemnify, pay and hold harmless set forth in this subsection may be unenforceable in whole or in part because they are violative of any law or public policy, Seller shall contribute the maximum portion that it is permitted to pay and satisfy under applicable law to the payment and satisfaction of all Indemnified Liabilities incurred by Indemnitees or any of them.

(b) **Damage or Destruction.** In the event of any damage or destruction of the Facility or any part thereof, the Facility or such part thereof shall, subject to the terms and conditions of the Facility Debt documents, be diligently repaired, replaced or reconstructed by the 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, such approval not to be unreasonably withheld, conditioned or delayed. Proceeds of Insurance with respect to such damage or destruction maintained as provided in this Agreement shall, subject to the requirements of the Facility Debt documents, be applied to the payment for such repair, replacement or reconstruction of the damage or destruction.

(c) **Insurance.** Seller shall obtain and maintain the Insurance coverages listed in Appendix F.

(d) **Condemnation or Other Taking.** Throughout the Agreement Term, Seller shall immediately notify Buyer of the institution of any proceeding for the condemnation or other taking of the Facility or any portion thereof. Buyer may participate in any such proceeding and Seller shall deliver to Buyer all instruments necessary or required by Buyer to permit such participation. Without Buyer's prior written consent, Seller (i) shall not agree to any compensation or award, and (ii) shall not take any action or fail to take any action which would cause the compensation to be determined. To the extent permitted by the Financing Agreements, all awards and compensation for the taking or purchase in lieu of condemnation of the Facility or any portion thereof shall either, at the discretion of Buyer, be paid directly to Buyer (including damages and interest) in the amount of the loss in value of this Agreement to Buyer resulting from such condemnation or taking, or applied toward the repair, restoration, reconstruction or replacement of the Facility.

(e) **Limitation of Liability.** EXCEPT TO THE EXTENT INCLUDED IN (I) DAILY DELAY DAMAGES, SHORTFALL DAMAGES, OR ANY LIQUIDATED DAMAGES, (II) INDEMNIFICATION OBLIGATIONS BY SELLER TO THIRD PARTIES, AND (III) ANY OTHER SPECIFIC CHARGES EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY HEREUNDER SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, 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, PROVIDED, HOWEVER, THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY ARISING OUT OF THE GROSS NEGLIGENCE, FRAUD OR

WILLFUL MISCONDUCT OF A PARTY, OR ANY OF A PARTY'S OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS OF ANY TIER.

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, as a condition to receiving confidential information hereunder, 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 documents that are clearly marked "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 a period of one (1) year following the date of termination or expiration 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:

(1) 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 operation and financing transactions and arrangements for a Party or its subsidiaries, affiliates, or parent;

(2) 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

(3) to governmental officials or the public as required by any law, regulation, order, rule, ruling or other Requirement of Law, including laws or regulations requiring disclosure of financial information and information material to financial matters and filing of financial reports and responding to oral questions, discovery requests, subpoenas and civil investigations or similar processes.

(c) If a Party is requested or required, pursuant to any applicable law, regulation, order, rule, 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.

(d) Notwithstanding the foregoing or any other provision of this Agreement, Seller acknowledges that Buyer, as a California joint powers authority, is subject to disclosure as required by the California Public Records Act, Cal. Govt. Code §§ 6250 et seq. ("**CPRA**") and the Ralph M. Brown Act, Cal. Govt. Code §§ 54950 et seq. ("**Brown Act**"). Confidential Information of Seller provided to the Buyer pursuant to this Agreement shall become the property of the Buyer, and Seller acknowledges that Buyer shall not be in breach of this Agreement or have any liability whatsoever under this Agreement or otherwise for any claims or causes of action whatsoever resulting from or arising out of Buyer copying or releasing to a third party any of the Confidential Information of Seller pursuant to CPRA or Brown Act. Notwithstanding the foregoing or any other provision of this Agreement, Buyer may 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 applicable law the credit support contemplated by this Agreement and the Ancillary Documents and the rights, Liens and priorities of Buyer with respect to such credit support.

(e) If Buyer receives a CPRA request for Confidential Information of Seller, and Buyer or Buyer's Authorized Representative determines that such Confidential Information is subject to disclosure under CPRA, then Buyer shall notify the Seller of the request and its intent to disclose the documents. The Buyer, as required by CPRA, shall release such documents unless the Seller timely obtains a court order prohibiting such release. If Seller, at its sole expense, chooses to seek a court order prohibiting the release of Confidential Information pursuant to a CPRA request, then Seller undertakes and agrees to indemnify hold harmless, and, at Buyer's option, defend, the Indemnitees from and against all suits, claims, and causes of action brought against any Indemnitees for Buyer's refusal to disclose Confidential Information of Seller to any person making a request pursuant to CPRA. Seller's indemnity obligations shall include, but are not limited to, all actual costs incurred by any Indemnitees, and specifically includes costs of experts and consultants, as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against any Indemnitees, through and including any appellate proceedings. Seller's obligations to all Indemnitees under this indemnification provision shall be due and payable on a monthly, ongoing basis within thirty (30) days after each submission to Seller of Buyer's invoices for all fees and costs incurred by all Indemnitees, as well as all damages or liability of any nature.

(f) Each Party acknowledges that any disclosure or misappropriation of Confidential Information by such Party in violation of this Agreement could cause the other Party or their Affiliates irreparable harm, the amount of which may be extremely difficult to estimate, thus making any remedy at law or in damages inadequate. Therefore each Party agrees that the non-breaching Party shall have the right to apply to any court of competent

jurisdiction for a restraining order or an injunction restraining or enjoining any breach or threatened breach of this Agreement and for any other equitable relief that such non breaching Party deems appropriate. This right shall be in addition to any other remedy available to the Parties in law or equity, subject to the limitations set forth in Section 14.19(e).

(g) Prior to either Party issuing (or causing its Affiliates or Participating Members, if applicable, to issue) a press release regarding the transactions contemplated by this Agreement, such Party shall use commercially reasonable efforts to provide the other Party with notice thereof.

Section 14.22 Mobile-Sierra. The Parties hereby stipulate and agree that this Agreement was entered into as a result of arm's-length negotiations between the Parties. Further, the Parties believe that, to the extent the sale of Energy under this Agreement is subject to Sections 205 and 206 of the Federal Power Act, 16 U.S.C. Sections 824d and 824e, the rates, terms and conditions of this Agreement are just and reasonable within the meanings of Sections 205 and 206 of the Federal Power Act, and that the rates, terms and conditions of this Agreement will remain so during the Agreement Term.

Notwithstanding any provision of this Agreement, the Parties waive all rights to challenge the validity of this Agreement or whether it is just and reasonable for and with respect to the Agreement Term, under Sections 205 and 206 of the Federal Power Act, and to request the FERC to revise the terms and conditions and the rates or services specified in this Agreement, and hereby agree not to seek, nor shall they support any third party in seeking, to prospectively or retroactively revise the rates, terms or conditions of this Agreement through application or complaint to FERC or any other state or federal agency, board, court or tribunal, related in any manner as to whether such rates, terms or conditions are just and reasonable or in the public interest under the Federal Power Act, absent prior written agreement of the Parties.

The Parties also agree that, absent prior agreement in writing by both Parties to a proposed change, the standard of review for changes to any rate, charge, classification, term or condition of this Agreement, whether proposed by a Party (to the extent that any provision of this section is unenforceable or ineffective as to such Party), a non-Party or the FERC acting *sua sponte*, shall be the "public interest" application of the "just and reasonable" standard of review that requires FERC to find an "unequivocal public necessity" or "extraordinary circumstances where the public will be severely harmed" to modify a contract, as set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956), and clarified by *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish*, 554 U.S. 527 at 550-51 (2008) and *NRG Power Marketing, LLC v. Maine Public Utilities Comm'n*, 558 U.S. 165 (2010).

Section 14.23 Service Contract. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Party was represented by legal counsel during the negotiation and execution of this Agreement and the Parties hereto have executed this Agreement as of the date first set forth above.

**SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY**


By: _____
Thomas Miller
President

Attest: _____
Michael S. Webster
Assistant Secretary

Approved as to legal form and content:

By: _____
Daniel S. Hashimi
Senior Assistant General Counsel

COSO GEOTHERMAL POWER HOLDINGS, LLC

By:  _____
Joseph Greco
President

APPENDIX A
TO THE
POWER PURCHASE AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
and
COSO GEOTHERMAL POWER HOLDINGS, LLC

CONTRACT PRICE AND EXCESS ENERGY PRICE

- 1. Contract Price.** The price for all Delivered Energy (other than Excess Energy) and associated Environmental Attributes and Capacity Rights shall be equal to \$69.00 per MWh.
- 2. Excess Energy Price.** If Seller elects to offer to Buyer any Excess Energy or any Energy in any hour that exceeds the then-applicable Generation Hourly Cap, and Buyer elects to purchase such Energy, then the price for such Energy and associated Environmental Attributes and Capacity Rights shall be eighty-two percent (82%) of the Contract Price. Notwithstanding the foregoing, if Seller elects to offer any Delivered Energy and Deemed Generated Energy for any Contract Year that is in excess of 110% of the Expected Annual Generation, then the Parties shall negotiate in good faith the price applicable to that portion of the Excess Energy that is in excess of 110% of the Expected Annual Generation. Any Makeup Energy or Replacement Energy delivered by Seller pursuant to Section 9.2 during any Contract Year shall be excluded from the calculation of the total Delivered Energy and Deemed Generated Energy during such Contract Year for purposes of the foregoing sentence.

APPENDIX B
TO THE
POWER PURCHASE AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
and
COSO GEOTHERMAL POWER HOLDINGS, LLC

FACILITY

1. Name of Facility: Coso Geothermal Projects
2. Site: U.S. Naval Weapons Center located in Inyo County, CA
(Includes Navy I, Navy II and BLM)
3. Facility Owner: Coso Geothermal Power Holdings, LLC
4. Facility Operator: Coso Operating Company, LLC
5. Equipment:
 - (a) Type of Facility: Geothermal
 - (b) Nominal Nameplate Capacity: Generator Nameplate 266 MW (does not reflect contract amount sold to SCPPA)
 - (c) Maximum Output of the Facility: 150 MW
Expected Output under Agreement 130MW¹
 - (d) Capacities on the RPS Certificates:

Navy I – 85 MW

Navy II – 90 MW

BLM – 96.6 MW
6. Planned Commencement Date: January 1, 2022
7. Other included facilities: N/A

[See attached for Depiction of Meter Locations]

¹ Expected Output used as the basis for establishing Appendix N.

Depiction of Meter Locations

- Resource ID – CALGEN_1_UNITS
 - Meter
 - 5910744
- Resource ID – NAVYII_2_UNITS
 - Meters
 - 5910774
 - 5910775
- Resource ID – BLM_2_UNITS
 - 5920238
 - 5910721
 - 5920239
 - 5910722
 - 5920240
 - 5910723

APPENDIX C
TO THE
POWER PURCHASE AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
and
COSO GEOTHERMAL POWER HOLDINGS, LLC

BUYER AND SELLER BILLING, NOTIFICATION AND SCHEDULING CONTACT
INFORMATION

1. Correspondence for the purpose of designating an Authorized Representative or alternate pursuant to Section 14.1 shall be transmitted to the following addresses:

- 1.1. If to Buyer:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
Telephone: 626-793-9364
Attention: Executive Director
Email: projects@scppa.org

- 1.2. If to Seller:

Coso Geothermal Power Holdings, LLC
9460 Double R Boulevard, Suite 104
Reno, NV 89521-5916
Telephone: 775-376-9702
Attn: Joe Greco
Email: jgreco@mrpgenco.com

With a copy to:

Coso Geothermal Power Holdings, LLC
200 W Madison, Suite 3810
Chicago, IL 60606
Phone: 312-766-4499
Attn: Karolina Javaheri/Ed Karas
Email: kjavaheri@mrpgenco.com
ekaras@mrpgenco.com

2. Billings and payments pursuant to Section 11.1 and Appendix A shall be transmitted to the following addresses:

- 2.1 If Billing to Buyer:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
Telephone: 626-793-9364
Attention: Finance and Accounting,
Email: projectinvoices@scppa.org
and to: projects@scppa.org

2.2 If Payment to Buyer:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
Telephone: 626-793-9364
Attention: Finance and Accounting, projectinvoices@scppa.org

2.3 If Billing to Seller:

Coso Geothermal Power Holdings, LLC
200 W Madison, Suite 3810
Chicago, IL 60606
Phone: 312-766-4499
E-mail: kjavaheeri@mrpgenco.com
Attn: Karolina Javaheri

2.4 If Payment to Seller:

Coso Geothermal Power Holdings, LLC
200 W Madison, Suite 3810
Chicago, IL 60606
Phone: 312-766-4499
E-mail: kjavaheeri@mrpgenco.com
Attn: Karolina Javaheri

3. All notices (other than Scheduling notices) required under this Agreement shall be sent pursuant to Section 14.2 to the address specified below.

If to Buyer:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
Telephone: 626-793-9364
Attention: Executive Director

Email: projects@scppa.org

And, if prior to the Commencement Date, with a copy to:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
Telephone: 626-793-9364
Attention: Randy Krager, rkrager@scppa.org
Email: projects@scppa.org

If to Seller:

Coso Geothermal Power Holdings, LLC
9460 Double R Boulevard, Suite 104
Reno, NV 89521-5916
Telephone: 775-376-9702
Attn: Joe Greco
Email: jgreco@mrpgenco.com

With a copy to:

Coso Geothermal Power Holdings, LLC
200 W Madison, Suite 3810
Chicago, IL 60606
Phone: 312-766-4499
Attn: Karolina Javaheri/Ed Karas
Email: kjavaheri@mrpgenco.com
ekaras@mrpgenco.com

Coso Geothermal Power Holdings, LLC
9460 Double R Boulevard, Suite 104
Reno, NV 89521-5916
Phone: 816-374-3383
Attn: Joe Dubinski
E-mail: jpdubinski@bclplaw.com

Coso Geothermal Power Holdings, LLC
9460 Double R Boulevard, Suite 104
Reno, NV 89521-5916
Phone: 775-376-9702
Attn: Joe Greco
Email: jgreco@mrpgenco.com

4. Following the Commencement Date, and throughout the Delivery Term, all notices related to scheduling of the Facility shall be sent to the following address:

If to Buyer:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
Telephone: 626-793-9364
Facsimile: 626-793-9461
Attention: Director of Asset Management
Email: projects@scppa.org

If to Seller:

Coso Geothermal Power Holdings, LLC
2 Gill Station Coso Road Coso Junction
Little Lake, CA 93542
Phone: 760-764-1300 x207
E-mail: cellis@cosoenergy.com
Attn: Chris Ellis

APPENDIX D
TO THE
POWER PURCHASE AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
and
COSO GEOTHERMAL POWER HOLDINGS, LLC

FORM OF ATTESTATION

_____ **(Seller)** **Environmental Attribute Attestation and Bill of Sale**

_____ (“Seller”) hereby sells, transfers and delivers to Southern California Public Power Authority (“Buyer”) the Environmental Attributes and Environmental Attribute Reporting Rights associated with the generation from the Facility described below:

Facility Name:

Facility Location:

Fuel Type:

Capacity (MW):

Commencement Date:

As applicable:

CEC-RPS-ID no. _____ Energy Admin. ID no. _____ WREGIS Generating Unit no. _____

Qualifying Facility (18 C.F.R. Sec. 292.101(b)(1)) ID no. _____

<u>Vintage (Year/Month)</u>	<u>MWhrs generated (up to four (4) decimal points to account for kWhrs)</u>
_____	_____
_____	_____
_____	_____

in the amount of one Environmental Attribute or its equivalent for each megawatt hour generated, up to four decimal points to account for kWhrs.

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 Environmental Attributes and associated Environmental Attribute 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 Environmental Attributes and Environmental Attribute 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 Environmental Attributes and Environmental Attribute Reporting Rights associated with the generation of the Energy for delivery to the grid.

Contact Person: _____ tel:

APPENDIX E
TO THE
POWER PURCHASE AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
and
COSO GEOTHERMAL POWER HOLDINGS, LLC

FORM OF LETTER OF CREDIT

**IRREVOCABLE AND UNCONDITIONAL DOCUMENTARY LETTER OF CREDIT
NO.**

Applicant:

Beneficiary:

Southern California Public Power Authority
1160 Nicole Court
Glendora, California 91740
Telephone: (626) 793-9364
Facsimile: (626) 793-9461

Amount: [_____]

Expiration Date: [_____] ²

Expiration Place: [_____]:

Ladies and Gentlemen:

We hereby issue our Irrevocable and Unconditional Documentary Letter of Credit ("Letter of Credit") in favor of the Beneficiary by order and for the account of the applicant which is available at sight for USD \$XX,XXX,XXX by sight payment

- (a) upon presentation to us at our office at [*bank's address*] of: (i) Beneficiary's written demand for payment containing the text of Exhibit I and (ii) Beneficiary's signed statement containing the text of Exhibit II; or
- (b) [upon both Beneficiary's telephone or fax advice of demand to the attention of _____ at telephone and/or fax number _____ and presentation to us by fax or email to address _____ of: (i) your written

² Note: To be one year after issuance, subject to automatic renewals.

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.

Upon presentation to us in conformity with the foregoing prior to or at 12:00 p.m., Pacific Standard Time on any business day, we will, on the next business day, or, upon presentation to us in conformity with the foregoing after 12:00 p.m. Pacific Standard Time on any business day, we will, on the second succeeding business day, but in either case without any other delay whatsoever, irrevocably and without reserve or condition: (a) if the office set forth above for presentation is in Glendora, California, pay to Beneficiary's order in the account at the bank designated by you in the demand, the full amount demanded by you in the same-day funds which are immediately available to you, or (b) if the office set forth above for presentation is not Glendora, 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 which are immediately available to you in Glendora, California. We agree that if, on the expiration date of this Letter of Credit, the office specified above is not open for business by virtue of an interruption of the nature described in the 2007 Revision of the Uniform Customs and Practices for Documentary Credits, International Chamber of Commerce Publication No. 600 ("*UCP 600*"), in 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.

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 Beneficiary, 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 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 credit.

The stated amount of this Letter of Credit may be increased or decreased, and the expiration date of this Letter of Credit may be extended, 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.

Beneficiary 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 Beneficiary's 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. All of the rights of the Beneficiary set forth above shall inure to the benefit of its successors. In this connection, in the event of a drawing made by a party other than the Beneficiary, such drawing must be accompanied by the following signed certification:

"The undersigned does hereby certify that _____[drawer]_____ is the successor by operation of law to Southern California Public Power Authority, the Beneficiary named in [name of Bank] Letter of Credit No. _____."

[name and title]

Except so far as otherwise expressly stated herein, this Letter of Credit is subject to the UCP 600. As to matters not governed by the Uniform Customs, this Letter of Credit shall be governed by and construed in accordance with the laws of the State of California. Any litigation arising out of, or relating to this Letter of Credit, shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California.

Yours faithfully,

(name of issuing bank)

By _____
Title _____

EXHIBIT I
DEMAND FOR PAYMENT

Re: Irrevocable and Unconditional Documentary Letter of Credit

No. _____ Dated _____, 20__

[Insert Bank Address]

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 Documentary 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__.

SOUTHERN CALIFORNIA PUBLIC
POWER AUTHORITY

By: _____
Name:
Title:

Date:

Attest: _____
Name:
Title:

EXHIBIT II
STATEMENT

Re: Your Irrevocable and Unconditional Documentary Letter of Credit

No. _____ Dated _____, 20____

[Insert Bank Address]

To Whom It May Concern:

Reference is made to your Irrevocable and Unconditional Documentary 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 by the Applicant.

DATED: _____, 20__.

SOUTHERN CALIFORNIA PUBLIC
POWER AUTHORITY

By: _____

Name:

Title:

Date:

Attest: _____

Name:

Title:

EXHIBIT III
AMENDMENT

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

Beneficiary:

Applicant:

Southern California Public Power
Authority 1160 Nicole Court
Glendora, CA 91740

To Whom It May Concern:

The above referenced Irrevocable and Unconditional Documentary 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 \$ _____ or by extending the expiration date to _____ from _____. All other terms and conditions of the Letter of Credit remain unchanged.

This amendment is effective only when accepted by Southern California Public Power Authority, which acceptance may only be valid by a signature of an authorized representative.

Dated: _____

Yours faithfully,

(name of issuing bank)

By _____
Title _____

ACCEPTED

Southern California Public Power Authority

By _____
Title _____
Date _____

APPENDIX F
TO THE
POWER PURCHASE AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
and
COSO GEOTHERMAL POWER HOLDINGS, LLC
INSURANCE

I. GENERAL REQUIREMENTS

Seller shall furnish Buyer evidence of coverage from insurers acceptable to Buyer and in a form acceptable to Buyer's Risk Management Section in accordance with Section 14.19(c). 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 purposes under this Agreement 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 Buyer, addressed as follows: Southern California Public Power Authority, 1160 Nicole Court, Glendora, CA 91740.

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 a retroactive date back to the policy in effect as of the Effective Date with the same limits, terms and conditions of the expiring policy.

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 one million dollars (\$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 members, and its and their officers, agents, and employees as additional insureds with Seller and shall insure against liability for death, bodily injury or property damage resulting from the performance of this Agreement. The form of evidence of insurance shall be a Buyer Additional Insured Endorsement or an endorsement to the policy acceptable to Buyer's Risk Management Section.

B. Commercial General Liability

Seller shall provide Commercial General Liability insurance with Blanket 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 ten million dollars (\$10,000,000.00) combined single limit per occurrence. Umbrella or Excess Liability coverages may be used to supplement primary coverages to meet the required limits. Evidence of such coverage shall be on Buyer's Additional Insured Endorsement form or on an endorsement to the policy acceptable to Buyer's Risk Management Section and 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.
2. Include 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. Include 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 Section. 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 of the Agreement is to be performed and including Employer's Liability insurance, where possible, and a Waiver of Subrogation in favor of Buyer. The limit for Employer's Liability coverage shall be not less than one million dollars (\$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 Section. 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.

E. 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 the 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
TO THE
POWER PURCHASE AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
and
COSO GEOTHERMAL POWER HOLDINGS, LLC

DESIGNATED REPLACEMENT ENERGY RESOURCES

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
60002	Calpine Geothermal Unit 5/6	110	Geothermal	Geysers Power Company, LLC
60003	Calpine Geothermal Unit 7-8	110	Geothermal	Geysers Power Company, LLC
60004	Calpine Geothermal Unit 12	77	Geothermal	Geysers Power Company, LLC
60005	Calpine Geothermal Unit 13	102	Geothermal	Geysers Power Company, LLC
60006	Calpine Geothermal Unit 16	119	Geothermal	Geysers Power Company, LLC
60007	Calpine Geothermal Unit 17	84	Geothermal	Geysers Power Company, LLC
60008	Calpine Geothermal Unit 18	119	Geothermal	Geysers Power Company, LLC
60009	Calpine Geothermal Unit 20	84	Geothermal	Geysers Power Company, LLC
60010	Sonoma/Calpine Geyser	78	Geothermal	Geysers Power Company, LLC
60011	Sycamore Energy 1 LLC	1.8	Biomethane	Gas Recovery Systems LLC
60020	Imperial Valley Resource Recovery	18.2	Biomass	Imperial Valley Resource Recovery Company, LLC
60022	Ameresco Half Moon Bay	11.4	Biomethane	Ameresco Half Moon Bay LLC
60023	Sonoma Central Landfill Phase III	0.8	Biomethane	Republic Services of Sonoma County
60025	Calpine Geothermal Unit 11	74.4	Geothermal	Geysers Power Company, LLC
60026	Calpine Geothermal Unit 14	74.4	Geothermal	Geysers Power Company, LLC
60028	Sirocco	3	Wind	Coram Energy, LLC
60029	Cellc 7.5 MW Tehachapi Wind Project	7.5	Wind	Coram Energy, LLC
60030	Diablo Winds, LLC	18	Wind	Diablo Winds, LLC

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
60032	A.G. Wishon PH	12.8	Small Hydroelectric	Pacific Gas & Electric Company
60033	Alta PH	1	Small Hydroelectric	Pacific Gas & Electric Company
60034	Centerville PH	6.4	Small Hydroelectric	Pacific Gas & Electric Company
60035	Chili Bar PH	7.02	Small Hydroelectric	Pacific Gas & Electric Company
60037	Coleman PH	12.2	Small Hydroelectric	Pacific Gas & Electric Company
60038	Cow Creek PH	1.44	Small Hydroelectric	Pacific Gas & Electric Company
60039	Crane Valley PH	0.99	Small Hydroelectric	Pacific Gas & Electric Company
60040	Deer Creek PH	5.5	Small Hydroelectric	Pacific Gas & Electric Company
60041	De Sabla PH	18.5	Small Hydroelectric	Pacific Gas & Electric Company
60042	Dutch No. 1 PH	22	Small Hydroelectric	Pacific Gas & Electric Company
60043	Halsey PH	12	Small Hydroelectric	Pacific Gas & Electric Company
60044	Hamilton Branch PH	5.39	Small Hydroelectric	Pacific Gas & Electric Company
60045	Hat Creek No. 1 PH	10	Small Hydroelectric	Pacific Gas & Electric Company
60046	Hat Creek No. 2 PH	10	Small Hydroelectric	Pacific Gas & Electric Company
60047	Inskip PH	7.65	Small Hydroelectric	Pacific Gas & Electric Company
60048	Kern Canyon PH	9.54	Small Hydroelectric	Pacific Gas & Electric Company
60049	Kilarc PH	3	Small Hydroelectric	Pacific Gas & Electric Company
60050	Lime Saddle PH	2	Small Hydroelectric	Pacific Gas & Electric Company
60051	Merced Falls PH	3.4	Small Hydroelectric	Merced Irrigation District
60053	Newcastle PH	12.7	Small Hydroelectric	Pacific Gas & Electric Company
60054	Phoenix PH	1.6	Small Hydroelectric	Pacific Gas & Electric Company
60055	Potter Valley PH	9.46	Small Hydroelectric	Pacific Gas & Electric Company
60056	San Joaquin No. 1-A PH	0.42	Small Hydroelectric	Pacific Gas & Electric Company
60057	San Joaquin No. 2 PH	2.88	Small Hydroelectric	Pacific Gas & Electric Company

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
60058	San Joaquin No. 3 PH	4	Small Hydroelectric	Pacific Gas & Electric Company
60059	South PH	6.75	Small Hydroelectric	Pacific Gas & Electric Company
60060	Spaulding No. 1 PH	7.04	Small Hydroelectric	Pacific Gas & Electric Company
60061	Spaulding No. 2 PH	3.7	Small Hydroelectric	Pacific Gas & Electric Company
60062	Spaulding No. 3 PH	6.61	Small Hydroelectric	Pacific Gas & Electric Company
60063	Spring Gap PH	6	Small Hydroelectric	Pacific Gas & Electric Company
60064	Toadtown PH	1.8	Small Hydroelectric	Pacific Gas & Electric Company
60065	Tule PH	4.5	Small Hydroelectric	Pacific Gas & Electric Company
60066	Volta No. 1 PH	8.55	Small Hydroelectric	Pacific Gas & Electric Company
60067	Volta No. 2 PH	0.95	Small Hydroelectric	Pacific Gas & Electric Company
60068	West Point PH	13.6	Small Hydroelectric	Pacific Gas & Electric Company
60069	Wise No. 1 PH	12	Small Hydroelectric	Pacific Gas & Electric Company
60070	Wise No. 2 PH	2.87	Small Hydroelectric	Pacific Gas & Electric Company
60071	Tulloch Powerhouse	25.9	Small Hydroelectric	Tri Dam Project
60072	Beardsley Powerhouse	11.5	Small Hydroelectric	Tri-Dam Project
60073	Burney Forest Products	31	Biomass	Burney Forest Products, a Joint Venture
60074	Collins Pine Company	12	Biomass	Collins Pine Company
60076	DG Fairhaven Power	18.8	Biomass	EWP Renewable Corporation
60077	HL Power Company, California Limited Partnership	36.2	Biomass	HL Power Company, California Limited Partnership
60080	Pacific-Ultrapower Chinese Station	25	Biomass	Pacific Energy Resources Inc.
60083	Scotia Sawmill Cogeneration Plant	32.5	Biomass	Humboldt Sawmill Co. LLC.
60084	Rio Bravo Fresno	28	Biomass	Rio Bravo Fresno
60085	Rio Bravo Rocklin	27.9	Biomass	Rio Bravo Rocklin
60087	SPI Burney	20	Biomass	Sierra Pacific Industries
60088	SPI Lincoln	19.2	Biomass	Sierra Pacific Industries
60089	SPI Quincy	35.27	Biomass	Sierra Pacific Industries

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
60092	Wadham Energy Limited Partnership	28.6	Biomass	WADHAM ENERGY LIMITED PARTNERSHIP
60094	Wheelabrator Shasta	54.9	Biomass	Wheelabrator Shasta Energy Co Inc
60095	Woodland Biomass Power, Ltd.	28	Biomass	DTE Energy Services, Inc
60096	Waste Management Renewable Energy	6	Landfill Gas	WM Renewable Energy, LLC
60097	Sonoma County Central Landfill	6.4	Biomethane	County of Sonoma
60101	MWWTP Power Generation Station 1	6.6	Biomethane	East Bay Municipal Utility District
60102	Gas Recovery Systems - American Canyon	1.5	Biomethane	Gas Recovery Systems LLC
60103	Gas Recovery System- Guadalupe	2.6	Biomethane	Guadalupe Energy Holdings LLC
60104	Gas Recovery Systems - Menlo Park	2	Biomethane	Gas Recovery Systems LLC
60107	Monterey Regional Waste Management District	5.06	Biomethane	Monterey Regional Waste Management District
60111	Amedee Geothermal Venture I, a California Limited Partnership	2.2	Geothermal	Amedee Geothermal Venture I
60115	Aidlin Power Plant	20	Geothermal	Geysers Power Company, LLC
60117	Calistoga Power Plant	80	Geothermal	Geysers Power Company, LLC
60124	Buena Vista Wind Farm	38	Wind	Buena Vista Energy, LLC
60139	International Turbine Research	18.4	Wind	Scout Clean Energy
60150	San Luis Bypass	0.675	Small Hydroelectric	Central California Irrigation District
60151	Wolfsen Bypass	1	Small Hydroelectric	Central California Irrigation District
60152	Baker Station Hydroelectric	1.495	Small Hydroelectric	Baker Station Associates L.P.
60153	New Hogan Power Plant Project	2.8	Small Hydroelectric	Calaveras County Water District
60154	Montgomery Creek Hydro	2.6	Small Hydroelectric	Enel Green Power North America, Inc.
60155	Far West Power	0.4	Small Hydroelectric	Far West Power Corp
60156	Friant Kern	18.4	Small Hydroelectric	Friant Power Authority

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
60157	Haypress Hydroelectric LWR	6.1	Small Hydroelectric	EIF Haypress, LLC
60158	Haypress Hydroelectric MDDL	8.7	Small Hydroelectric	EIF Haypress, LLC
60159	Matthews Dam Hydro	2	Small Hydroelectric	Humboldt Bay Municipal Water District
60160	Hypower, Inc.	14.4	Small Hydroelectric	Hypower, Inc
60161	Indian Vly Hydro Elec Ptn.	2.9	Small Hydroelectric	Yolo County Flood Control & Water Conservation
60162	Olcese Water District - Rio Bravo Hydro	14	Small Hydroelectric	Olcese Water District
60163	Madera Chowchilla	2.125	Small Hydroelectric	Madera-Chowchilla Water and Power Authority
60164	Muck Valley Hydroelectric Project	29.9	Small Hydroelectric	Malacha Hydro Limited Partnership, Brookfield Renewable Energy Group
60165	Bidwell Ditch Hydro	1.8	Conduit Hydroelectric	Mega Renewables
60166	Hatchet Creek Hydro	6.8	Small Hydroelectric	Mega Renewables
60167	Roaring Creek Hydro	2	Small Hydroelectric	Mega Renewables
60168	Merced ID (Parker)	2.69	Small Hydroelectric	Merced Irrigation District
60169	Nacimiento Dam	4.351	Small Hydroelectric	Monterey County Water Resources Agency
60170	Grasshopper Flat Hydro	1.2	Small Hydroelectric	Emmerson Investments Inc
60171	Bowman Powerhouse	3.6	Small Hydroelectric	Nevada Irrigation District
60172	Combie South Powerhouse	1.5	Small Hydroelectric	Nevada Irrigation District
60173	Scotts Flat Powerhouse	0.85	Small Hydroelectric	Nevada Irrigation District
60175	Olsen Power Partners	5	Small Hydroelectric	Olsen Power Partners
60176	Rock Creek	3	Small Hydroelectric	Stephen Pike
60177	Burney Creek	3	Small Hydroelectric	Snow Mountain Hydro LLC
60178	Cove Hydroelectric	5	Small Hydroelectric	Snow Mountain Hydro LLC
60179	Lost Creek 1	1.1	Small Hydroelectric	Snow Mountain Hydro, LLC
60180	Lost Creek 2	0.45	Small	Snow Mountain Hydro, LLC

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
			Hydroelectric	
60181	Ponderosa Bailey Creek	1.1	Small Hydroelectric	Snow Mountain Hydro LLC
60183	South San Joaquin ID (Frankenheimer)	5.035	Small Hydroelectric	South San Joaquin Irrigation District
60184	South San Joaquin ID (Woodward)	2.85	Small Hydroelectric	South San Joaquin Irrigation District
60186	STS Hydropower Ltd. (Kekawaka)	5	Small Hydroelectric	
60187	TKO Power (South Bear Creek)	3.2	Small Hydroelectric	Stephen Pike
60188	Sand Bar Power Plant	16.2	Small Hydroelectric	Ron Berry
60190	City Of Watsonville	0.55	Biomethane	City of Watsonville
60193	Wendel Energy Operations I, LLC	0.7	Geothermal	Cycle Power Partners, LLC
60194	Arbuckle Mountain Hydro, LLC.	0.335	Small Hydroelectric	Arbuckle Mountain Hydro, LLC
60195	Bailey Creek Ranch	0.63	Small Hydroelectric	Bailey Creek Hydroelectric, Inc.
60196	Wright Ranch Hydroelectric	0.04	Small Hydroelectric	Wright Ranch Hydroelectric
60197	Browns Valley ID	0.995	Small Hydroelectric	Browns Valley Irrigation District
60198	Calaveras Yuba Hydro #1	0.09	Conduit Hydroelectric	Calaveras Public Utility District
60199	Calaveras Yuba Hydro #2	0.09	Conduit Hydroelectric	Calaveras Public Utility District
60200	Calaveras Yuba Hydro #3	0.09	Conduit Hydroelectric	Calaveras Public Utility District
60201	Canal Creek Power Plant	0.9	Small Hydroelectric	Merced Irrigation District
60202	Charcoal Ravine	0.075	Small Hydroelectric	Charcoal Ravine
60205	David O. Harde	0.1	Small Hydroelectric	David Harde
60206	Digger Creek Ranch	0.75	Small Hydroelectric	N/A
60207	EJM McFadden	0.36	Small Hydroelectric	Eugene McFadden
60208	Eagle Hydro	0.55	Small Hydroelectric	Ken Wilson/Teri McClaflin
60209	Eric and Debbie Wattenburg	0.275	Small Hydroelectric	Eric and Debbie Wattenburg
60210	Fairfield Power Plant (Papazian)	0.9	Small Hydroelectric	Merced Irrigation District

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
60211	Five Bears Hydroelectric	0.99	Small Hydroelectric	Five Bears Hydroelectric
60215	Hat Creek Hereford Ranch	0.1	Small Hydroelectric	Howard Lakey
60216	Salmon Creek Hydroelectric Project	0.594	Small Hydroelectric	Salmon Creek Hydroelectric Company, LLC
60217	Jackson Valley Irrigation District	0.455	Small Hydroelectric	Jackson Valley Irrigation District
60218	James B. Peter	0.015	Small Hydroelectric	James B. Peter
60219	James Crane Hydro	0.0025	Small Hydroelectric	James Crane
60220	John Neerhout Jr.	0.085	Small Hydroelectric	John Neerhout, Jr.
60222	Lassen Station Hydroelectric	0.99	Small Hydroelectric	Lassen Station Hydroelectric, LP
60223	Lofton Ranch	0.3	Small Hydroelectric	Lofton Ranch
60224	Site 1174	0.563	Small Hydroelectric	Madera-Chowchilla Water and Power Authority
60225	Site 1923	0.925	Small Hydroelectric	Madera-Chowchilla Water and Power Authority
60226	Site 1302	0.424	Small Hydroelectric	Madera-Chowchilla Water and Power Authority
60227	Clover Creek	1	Small Hydroelectric	Hydro Partners
60228	Goose Valley Hydro	0.28	Small Hydroelectric	Goose Valley Ranch, LLC
60229	Silver Springs Hydro	0.6	Small Hydroelectric	Mega Renewables
60230	Mill and Sulphur Creek Project	0.995	Small Hydroelectric	Mill and Sulphur Creek Power Plant Partnership
60232	Orange Cove Irrigation District - Friant Fishwater Release Hydroelectric Fa	0.51	Small Hydroelectric	Orange Cove Irrigation District
60234	Placer County Water Agency	0.725	Small Hydroelectric	Placer County Water Agency
60235	Robert W. Lee	0.03	Small Hydroelectric	Robert Lee
60236	Rock Creek Water District	0.7	Small Hydroelectric	Rock Creek Water District
60238	Schaads Hydro	0.23	Small Hydroelectric	Calaveras Public Utility District
60239	Shamrock Utilities	0.3	Small	Shamrock Utilities, LLC

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
	(Cedar Flat)		Hydroelectric	
60240	Shamrock Utilities (Clover Leaf)	0.2	Small Hydroelectric	Shamrock Utilities, LLC
60243	Vanjop	0.395	Small Hydroelectric	South Sutter Water District
60244	Steve & Bonnie Tetrick	0.1	Small Hydroelectric	Steve & Bonnie Tetrick
60246	Sutter's Mill	0.15	Small Hydroelectric	Shamrock Utilities, LLC
60247	Swiss America	0.1	Small Hydroelectric	Swiss American Co.
60248	Twin Valley Hydro	0.522	Conduit Hydroelectric	Twin Valley Hydro
60249	Tom Benninghoven	0.025	Small Hydroelectric	Tom Benninghoven
60250	Water Wheel Ranch	0.975	Small Hydroelectric	Finley T. McMillan and Percy R. McMillan
60252	Mini Hydro	0.15	Small Hydroelectric	Yuba County Water Agency
60257	Donald R. Chenoweth	0.01	Wind	Donald R. Chenoweth
60263	MID (McSwain)	9	Small Hydroelectric	Merced Irrigation District
60264	Dutch Flat #2 Powerhouse	24.57	Small Hydroelectric	Nevada Irrigation District
60265	Rollins Powerhouse	12.15	Small Hydroelectric	Nevada Irrigation District
60266	KELLY RIDGE POWERHOUSE	10	Small Hydroelectric	South Feather Water and Power Agency
60267	Sly Creek Powerhouse	12.15	Small Hydroelectric	South Feather Water and Power Agency
60268	PCWA (French Meadows)	15.3	Small Hydroelectric	Placer County Water Agency
60269	PCWA (Oxbow)	6	Small Hydroelectric	Placer County Water Agency
60270	SID (Monticello)	11.9	Small Hydroelectric	Solano Irrigation District
60271	Etiwanda Small Conduit Hydroelectric Power Plant	23.9	Conduit Hydroelectric	The Metropolitan Water District of Southern CA
60272	Community Renewable Energy Services Inc.	12	Biomass	Community Renewable Energy Services Inc-DBA
60273	Madera Power LLC	28.5	Biomass	Madera Power
60274	Sierra Power Corporation	9.375	Biomass	Sierra Power Corporation
60276	Oak Flat PH	1.4	Small Hydroelectric	Pacific Gas & Electric Company

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
60281	Brea I	5.4	Biomethane	Brea Generation LLC
60283	Toyon Landfill Gas Conversion, LLC.	1	Biomethane	Toyon Landfill Gas Conversion, LLC
60284	Mountain View I	44.4	Wind	Mountain View Power Partners LLC
60285	Mountain View II	22.2	Wind	Mountain View Power Partners LLC
60288	Spadra Landfill Gas 2 Energy	3	Biomethane	3 Phases Renewables
60290	Puente Hills Landfill Gas-to-Energy Facility	52.8	Biomethane	Sanitation Districts of Los Angeles County
60292	El Sobrante Landfill Gas-to-Energy	3.9	Biomethane	Waste Management Energy Solutions, Inc.
60293	Simi Valley Landfill Gas-to-Energy	2.6	Biomethane	Waste Management Energy Solutions, Inc.
60294	Orange County Sanitation District	12	Biomethane	Orange County Sanitation District
60298	MM Tajiguas Energy LLC	3	Biomethane	MM Tajiguas Energy LLC
60305	Heber 1	52	Geothermal	Heber Geothermal Company LLC
60306	Mammoth G1	10	Geothermal	Mammoth-Pacific, L.P.
60307	Del Ranch, Ltd. (Niland #2)	42	Geothermal	Del Ranch Company
60308	Vulcan/BN Geothermal	39.6	Geothermal	BHE Geothermal, LLC
60310	Elmore Ltd.	42	Geothermal	Elmore Ltd.
60313	Terra-Gen Dixie Valley, LLC	70.9	Geothermal	Terra-Gen Dixie Valley, LLC
60315	Mammoth G3	15	Geothermal	Mammoth-Pacific, L.P.
60316	Heber 2	37	Geothermal	
60317	Salton Sea Power Generation Co #3	53.9	Geothermal	CalEnergy Operating Company
60318	Leathers L.P.	42	Geothermal	CalEnergy Operating Company
60319	Mammoth G2	15	Geothermal	
60320	Salton Sea Power Generation L.P. #2	20	Geothermal	CalEnergy Operating Company
60323	Salton Sea Power Generation Co #1	10	Geothermal	CalEnergy Corporation Operating
60324	Salton Sea Power Generation Co #4	47.5	Geothermal	CalEnergy Operating Company
60326	Hi Head Hydro Incorporated	0.35	Small Hydroelectric	Hi Head Hydro Incorporated

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
60328	White Mountain Ranch LLC	0.029	Small Hydroelectric	Deborah Trkyja/Sole member of White Mountain Ranch
60329	Desert Power Company	0.948	Small Hydroelectric	C. Keith West / Desert Power Company
60330	Conejo Hydro	0.55	Conduit Hydroelectric	Calleguas Municipal Water District
60331	San Gabriel Valley Municipal Water District's Small Hydro Gen Facility	1.05	Small Hydroelectric	San Gabriel Valley Municipal Water District
60332	San Bernardino MWD	0.178	Small Hydroelectric	San Bernardino MWD
60333	Terminal Storage - Hydro Generator	0.125	Conduit Hydroelectric	Walnut Valley Water District
60335	East Portal Hydro	1.25	Conduit Hydroelectric	Calleguas Municipal Water District
60336	Whitewater Project	1.375	Small Hydroelectric	Desert Water Agency / Coachella Valley Water District
60337	Snow Creek Project	0.361	Small Hydroelectric	Desert Water Agency
60338	Success Dam Power Project	1.5	Small Hydroelectric	Lower Tule River Irrigation District
60339	San Gabriel Dam Hydroelectric Project	4.975	Small Hydroelectric	Los Angeles County Flood Control District
60341	Richard Moss	0.155	Small Hydroelectric	Richard Moss
60342	Isabella Hydroelectric Project	11.95	Small Hydroelectric	Central Hydroelectric Corp.
60343	Three Valleys MWD (Fulton Road)	0.2	Conduit Hydroelectric	Three Valleys MWD
60344	Three Valleys MWD (Miramar)	0.52	Conduit Hydroelectric	Three Valleys Municipal Water District
60345	Three Valleys MWD (Williams)	0.35	Conduit Hydroelectric	Three Valleys MWD
60346	Terminus Hydroelectric Kaweah River Power Authority	20.1	Small Hydroelectric	Kaweah River Power Authority
60347	Picay Hydroelectric Project	0.13	Conduit Hydroelectric	Montecito Water District
60348	Santa Rosa Hydro	0.25	Conduit Hydroelectric	Calleguas Municipal Water District

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
60349	City Of Santa Ana	0.195	Conduit Hydroelectric	City of Santa Ana
60350	Van Horne Turbine Generator	0.25	Conduit Hydroelectric	Goleta Water District
60351	United Water Conservation District	0.935	Small Hydroelectric	United Water Conservation District
60352	Deep Springs College	0.1	Small Hydroelectric	Trustees of Deep Springs
60353	Camrosa County Water District	0.15	Small Hydroelectric	Camrosa County Water District
60354	San Bernardino MWD (Unit 3)	0.075	Conduit Hydroelectric	San Bernardino MWD
60356	Monte Vista Water District	0.865	Conduit Hydroelectric	Monte Vista Water District
60357	Ontario Hydroelectric Station (Station No. 1)	0.224	Conduit Hydroelectric	Water Facilities Authority
60358	Springville Hydro	1	Conduit Hydroelectric	Calleguas Municipal Water District
60360	Luz Solar Partners Ltd. III	34.2	Solar Thermal Electric	Luz Solar Partners Ltd., III
60361	Luz Solar Partners Ltd. IV	34.2	Solar Thermal Electric	Luz Solar Partners Ltd., IV
60362	Luz Solar Partners Ltd. V	34.2	Solar Thermal Electric	Luz Solar Partners Ltd. V
60363	Luz Solar Partners Ltd. VI	35	Solar Thermal Electric	Luz Solar Partners Ltd. VI
60364	Luz Solar Partners Ltd. VII	35	Solar Thermal Electric	Luz Solar Partners Ltd. VI
60365	Luz Solar Partners Ltd. VIII	92	Solar Thermal Electric	Luz Solar Partners Ltd. VIII
60366	Luz Solar Partners Ltd. IX	92	Solar Thermal Electric	Luz Solar Partners Ltd., IX
60368	FPLEnergy Cabazon Wind, LLC	39.7	Wind	FPL Energy Cabazon Wind, LLC
60369	MOGUL ENERGY PARTNERS I, L.L.C.	4	Wind	MOGUL ENERGY PARTNERS I, L.L.C.
60370	Mesa Wind Farm	30	Wind	Mesa Wind Power Corporation
60371	San Gorgonio Farms Wind Farm	31	Wind	San Gorgonio Farms, Inc
60374	Zephyr Park c/o Oak Creek Wind Power, LLC	3.5	Wind	Oak Creek Wind Power, LLC
60375	Ridgetop Energy, LLC (I)	65	Wind	Ridgetop Energy, LLC

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
60377	San Gorgonio 1 - Aldrich	9	Wind	Windpower Partners 1993, LP
60378	Painted Hills	46.8	Wind	Painted Hills Wind, LLC
60379	San Gorgonio 2 - Buckwind	16.5	Wind	Windpower Partners 1993, LP
60380	Morwind	55.868	Wind	Terra-Gen Mojave Windfarms, LLC
60381	Windstream 6039 c/o Windstream Operations, LLC	6.335	Wind	Windstream Operations, LLC
60382	Windstream 6040 c/o Windstream Operations, LLC	6.66	Wind	Windstream Operations, LLC
60383	Zond Systems Inc. (VG #3)	4.5	Wind	Windstream Operations, LLC
60384	Windstream 6042 c/o Windstream Operations, LLC	6.34	Wind	Windstream Operations, LLC
60388	Eastwind	3	Wind	Yavi Energy, LLC
60389	Difwind Farms Limited V	11.7	Wind	Coachella Wind, LLC
60391	Edom Hills Project 1, LLC	20	Wind	Edom Hills Project 1, LLC
60392	Cameron Ridge	47.12	Wind	Cameron Ridge LLC
60393	Windustries	9.8	Wind	San Gorgonio Westwinds II - Windustries, LLC
60396	Karen Avenue Wind Farm	12	Wind	Energy Development & Construction Corporation
60397	Desert Winds I PPC Trust	48	Wind	Mojave 16/17/18, LLC
60399	Sky River LLC (Wilderness I)	36.775	Wind	Sky River LLC
60400	Sky River LLC (Wilderness II)	19.8	Wind	Sky River LLC
60401	Sky River LLC (Wilderness III)	20.925	Wind	Sky River LLC
60402	Altwind	34.9	Wind	New Dimension Energy Company, LLC
60403	Difwind Partners	15.063	Wind	New Dimension Energy Company, LLC
60406	Cameron Ridge 2	12.76	Wind	Cameron Ridge II, LLC
60407	Ridgetop Energy, LLC (II)	28	Wind	Ridgetop Energy, LLC
60409	Dutch Energy	8	Wind	Dutch Energy
60410	Westwind Trust	16.207	Wind	New Dimension Energy Company, LLC

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
60412	San Gorgonio 3 - Carter	6	Wind	Windpower Partners 1993, LP
60420	Windstream 6111 c/o Windstream Operations, LLC	6.315	Wind	Windstream Operations, LLC
60421	Painted Hills Windpark	19.045	Wind	PHWD Affiliate, LLC
60422	Desert Winds II Pwr Purch Trst	75	Wind	Mojave 3/4/5, LLC
60423	Desert Wind III PPC Trust	40.5	Wind	Mojave 16/17/18, LLC
60424	San Gorgonio 4 - Renwind	10.5	Wind	Windpower Partners 1993, LP
60428	San Gorgonio 5 - Triad	7.5	Wind	Windpower Partners 1993, LP
60429	Oak Creek	34.5	Wind	Oak Creek Wind Power, LLC
60430	Mountain View III	22.44	Wind	Mountain View III
60432	Kumeyaay Wind Energy Facility	50	Wind	Kumeyaay Wind LLC
60433	Otay Landfill Gas LLC (Otay I)	1.875	Biomethane	Otay Landfill Gas, LLC
60434	Otay Landfill Gas LLC (Otay II)	1.875	Biomethane	Otay Landfill Gas, LLC
60435	San Marcos Energy LLC	1.8	Biomethane	San Marcos Energy LLC
60438	Santa Fe Irrigation District - Badger Filtration Plant	1.485	Conduit Hydroelectric	Santa Fe Irrigation District
60439	Bear Valley Hydro	1.5	Conduit Hydroelectric	City of Escondido
60441	Olivenhain Municipal Water District	0.45	Conduit Hydroelectric	Olivenhain Municipal Water District
60442	San Francisco Peak Hydro Plant	0.35	Conduit Hydroelectric	City of Oceanside
60443	FPL Energy Green Power Wind LLC	15.75	Wind	FPL Energy Green Power Wind LLC
60444	Bishop Creek No. 2	7.32	Small Hydroelectric	Southern California Edison
60445	Phoenix Wind	2.1	Wind	Phoenix Wind Power LLC
60446	Bishop Creek No. 3	8.25	Small Hydroelectric	Southern California Edison
60447	Bishop Creek No. 4	8.149	Small Hydroelectric	Southern California Edison
60448	Bishop Creek No. 5	4.532	Small Hydroelectric	Southern California Edison

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
60449	Bishop Creek No. 6	1.6	Small Hydroelectric	Southern California Edison
60450	Borel	12	Small Hydroelectric	Southern California Edison
60451	Fontana	2.95	Small Hydroelectric	Southern California Edison
60452	Kaweah No. 1	2.25	Small Hydroelectric	Southern California Edison
60453	Kaweah No. 2	1.8	Small Hydroelectric	Southern California Edison
60454	Kaweah No. 3	4.8	Small Hydroelectric	Southern California Edison
60455	Kern River No. 1	26.28	Small Hydroelectric	Southern California Edison
60456	Lundy	3	Small Hydroelectric	Southern California Edison
60457	Lytle Creek	0.5	Small Hydroelectric	Southern California Edison
60458	Mill Creek No. 1	0.8	Small Hydroelectric	Southern California Edison
60459	Mill Creek No. 3	3	Small Hydroelectric	Southern California Edison
60460	Ontario No. 1	0.6	Small Hydroelectric	Southern California Edison
60461	Ontario No. 2	0.32	Small Hydroelectric	Southern California Edison
60462	Poole	11.25	Small Hydroelectric	Southern California Edison
60463	Portal	10.8	Small Hydroelectric	Southern California Edison
60464	Rush Creek	13.011	Small Hydroelectric	Southern California Edison
60465	Santa Ana No. 1	3.2	Small Hydroelectric	Southern California Edison
60466	Santa Ana River No. 3	3.1	Small Hydroelectric	Southern California Edison
60467	Sierra	0.48	Small Hydroelectric	Southern California Edison
60468	Tule	2.52	Small Hydroelectric	Southern California Edison
60469	MM Yolo Power	2.8	Biomethane	Yolo County Community Services Department Division of Integrated Waste Management
60470	Rancho Penasquitos Pressure Control Hydroelectric Facility	4.651	Conduit Hydroelectric	San Diego County Water Authority
60471	Chowchilla II	12.5	Biomass	Global Ampersand, LLC

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
60473	El Nido	12.5	Biomass	Global Ampersand, LLC
60475	CalRENEW-1	5	Photovoltaic	CalRENEW-1 LLC
60478	MM West Covina LLC	11.7	Biomethane	MM West Covina LLC
60479	MM Tulare Energy LLC	1.8	Biomethane	MM Tulare Energy LLC
60480	MM Lopez Energy LLC	2.95	Biomethane	MM Lopez Energy LLC
60481	MM San Diego Energy (Miramar)	6.5	Biomethane	MM San Diego LLC
60482	MM San Diego Energy (North City)	3.8	Biomethane	MM San Diego LLC
60485	FMG Coyote Canyon	21.316	Biomethane	Coyote Canyon Energy LLC
60486	Sycamore Canyon 2	3	Biomethane	Gas Recovery Systems LLC
60487	Mountain View Power Partners IV, LLC	49	Wind	Mountain View Power Partners IV LLC
60488	Shiloh I Wind Project	150	Wind	Iberdrola Renewables, Inc
60489	Oasis	60	Wind	Oasis Power Partners, LLC
60492	Big Valley Power	7.5	Biomass	Big Valley Power LLC
60493	Gibson Dam Hydroelectric Project	15	Small Hydroelectric	Gibson Dam Hydroelectric Company, LLC
60494	Juan de Bautista de Anza Geothermal Project	20	Geothermal	Geo-Energy Imperial LLC
60495	Kettle Falls Woodwaste Plant	57.9	Biomass	Avista Corporation
60496	Monroe Street HED	14.8	Small Hydroelectric	Avista Corporation
60497	Nine Mile HED	37.6	Small Hydroelectric with Efficiency	Avista Corporation
60498	Post Falls HED	14.5	Small Hydroelectric	Avista Corporation
60499	Upper Falls HED	10.2	Small Hydroelectric	Avista Corporation
60501	Weed Cogeneration Plant	13.4	Biomass	Roseburg Forest Products
60502	Three Forks Water Power Project	1.3	Small Hydroelectric	Norman Burgess
60505	Mid-Valley	2.5	Biomethane	NM Mid Valley Genco LLC
60506	Milliken	2.5	Biomethane	NM Milliken Genco LLC
60507	Clearwater 1	15	Small Hydroelectric	PacifiCorp
60508	Clearwater 2	26	Small Hydroelectric	PacifiCorp

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
60509	Eagle Point	2.8	Conduit Hydroelectric	PacifiCorp
60513	Fish Creek	11	Small Hydroelectric	PacifiCorp
60514	Prospect 3	7.2	Small Hydroelectric	PacifiCorp
60515	Slide Creek	18	Small Hydroelectric	PacifiCorp
60516	Soda Springs	11	Small Hydroelectric	PacifiCorp
60517	Wallowa Falls	1.1	Small Hydroelectric	PacifiCorp
60519	Energia Sierra Juarez Wind Energy Project	155.1	Wind	Energia Sierra Juarez, S. de R.L de C.V.
60520	Angels Powerhouse	1.4	Conduit Hydroelectric	Utica Water and Power Authority
60521	Murphys Powerhouse	3.6	Conduit Hydroelectric	Utica Water and Power Authority
60522	Bend	1.1	Small Hydroelectric	PacifiCorp
60524	Eastside	3.2	Small Hydroelectric	PacifiCorp
60530	Prospect 1	3.8	Small Hydroelectric	PacifiCorp
60531	Prospect 4	1	Small Hydroelectric	PacifiCorp
60532	Westside	0.6	Small Hydroelectric	PacifiCorp
60533	Clearwater Paper	95.4	Biomass	Clearwater Paper Corporation
60535	Camanche Power Plant	10.8	Small Hydroelectric	East Bay Municipal Utility District
60536	Pardee Power Plant	23.6	Small Hydroelectric	East Bay Municipal Utility District
60537	Copco 1	20	Small Hydroelectric	PacifiCorp
60538	Copco 2	27	Small Hydroelectric	PacifiCorp
60539	Fall Creek	2.2	Small Hydroelectric	PacifiCorp
60540	Iron Gate	18	Small Hydroelectric	PacifiCorp
60542	Dillon Wind	45	Wind	Dillon Wind LLC
60543	Montezuma Wind Energy Center	36.8	Wind	FPL Energy Montezuma Wind LLC

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
60545	Lake Mathews Power Plant	4.9	Conduit Hydroelectric	Metropolitan Water District of Southern California
60547	San Dimas Power Plant	9.92	Conduit Hydroelectric	Metropolitan Water District of Southern California
60548	Yorba Linda Power Plant	5.09	Conduit Hydroelectric	Metropolitan Water District of Southern California
60551	Gas Utilization Facility	4.57	Biomethane	City of San Diego, Public Utilities Department
60552	MM Prima Deshecha Energy, LLC	6.1	Biomethane	MM Prima Deshecha Energy LLC
60553	Rattlesnake Road Wind Farm	102.9	Wind	Arlington Wind Power Project LLC
60561	Foote Creek 1	40.8	Wind	PacifiCorp
60562	Leaning Juniper	100.5	Wind	PacifiCorp
60563	Rock River 1	50	Wind	Rock River I, LLC
60564	Wolverine Creek	64.5	Wind	
60567	Buckeye Power Plant	0.38	Conduit Hydroelectric	Tunnel Hill Hydro LLC
60568	Tunnel Hill Power Plant	0.58	Conduit Hydroelectric	Tunnel Hill Hydro LLC
60570	ARP Loyalton Cogen	20	Biomass	ARP-Loyalton Cogen, LLC
60571	Otay Landfill Gas LLC (Otay III)	3.75	Biomethane	Otay Landfill Gas, LLC
60572	Gould 1	29.5	Geothermal	Heber Geothermal Company LLC
60573	Gould 2	16	Geothermal	OrHeber2 LLC
60576	SPI - Sonora	10.9	Biomass	Sierra Pacific Industries
60577	American Fork	0.95	Small Hydroelectric	PacifiCorp
60578	Ashton	6.85	Small Hydroelectric	PacifiCorp
60579	Big Fork	4.15	Small Hydroelectric	PacifiCorp
60580	Cline Falls	1	Small Hydroelectric	PacifiCorp
60581	Cutler	30	Small Hydroelectric	PacifiCorp
60582	Fountain Green	0.16	Small Hydroelectric	PacifiCorp
60583	Granite	2	Small Hydroelectric	PacifiCorp
60584	Gunlock	0.75	Small Hydroelectric	PacifiCorp
60585	Oneida	30	Small	PacifiCorp

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
			Hydroelectric	
60586	Paris	0.72	Small Hydroelectric	PacifiCorp
60587	Pioneer	5	Small Hydroelectric	PacifiCorp
60588	Sand Cove	0.8	Small Hydroelectric	PacifiCorp
60589	Snake Creek	1.18	Small Hydroelectric	PacifiCorp
60590	Soda	14	Small Hydroelectric	PacifiCorp
60591	Stairs	1	Small Hydroelectric	PacifiCorp
60592	Upper Beaver	2.52	Small Hydroelectric	PacifiCorp
60593	Veyo	0.5	Small Hydroelectric	PacifiCorp
60594	Viva Naughton	0.74	Small Hydroelectric	PacifiCorp
60595	Weber	3.85	Small Hydroelectric	PacifiCorp
60596	SPI - Burlington	28	Biomass	Sierra Pacific Industries
60599	Windy Flats Wind Project	262	Wind	Windy Flats Partners, LLC
60600	Cape Scott Wind Farm	99	Wind	Cape Scott Wind LP
60601	El Dorado Powerhouse (Akin Powerhouse)	20	Small Hydroelectric	El Dorado Irrigation District
60602	Klondike Wind Power III	223.6	Wind	
60603	California Valley Solar Ranch	250	Photovoltaic	High Plains Ranch II, LLC
60604	Bottle Rock Power Plant	55	Geothermal	
60605	Genesis Solar, LLC	250	Solar Thermal Electric	Genesis Solar, LLC
60606	Shepherds Flat North	265	Wind	Caithness Sheperds Flat, LLC
60617	Newberry Geothermal	66	Geothermal	Davenport Newberry Holdings LLC (c/o AltaRock Energy)
60618	Sepulveda Canyon Power Plant	8.54	Conduit Hydroelectric	The Metropolitan Water District of Southern CA
60619	Lake Perris Power Plant	7.94	Conduit Hydroelectric	The Metropolitan Water District of Southern CA

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
60620	Venice Power Plant	10.12	Conduit Hydroelectric	The Metropolitan Water District of Southern CA
60621	Temescal Power Plant	2.85	Conduit Hydroelectric	The Metropolitan Water District of Southern CA
60622	Corona Power Plant	2.85	Conduit Hydroelectric	The Metropolitan Water District of Southern CA
60623	Rio Hondo Power Plant	1.91	Conduit Hydroelectric	The Metropolitan Water District of Southern CA
60624	Coyote Creek Power Plant	3.13	Conduit Hydroelectric	The Metropolitan Water District of Southern CA
60625	Red Mountain Power Plant	5.9	Conduit Hydroelectric	The Metropolitan Water District of Southern CA
60626	Valley View Power Plant	4.1	Conduit Hydroelectric	The Metropolitan Water District of Southern CA
60628	Castelanelli Bros Dairy	0.3	Biomethane	Larry Castelanelli
60633	Joint Water Pollution Control Plant - Total Energy Facility	38.4	Biomethane	Los Angeles County Sanitation Districts
60639	Shiloh Wind Project 2, LLC	150	Wind	
60640	North Brawley	80	Geothermal	Orni 18, LLC
60650	Wintec Energy #2-A	1.32	Wind	San Geronio Wind Associates VII
60651	Thermo No.1 BE-01, LLC	10	Geothermal	Cyrq Energy, Inc
60652	Campo Verde Solar Project	147.42	Photovoltaic	Campo Verde Solar, LLC
60654	Solano Wind Facility - Solano Wind Phase 1 & 2	102	Wind	Sacramento Municipal Utility District
60655	NRG Solar Blythe LLC	21	Photovoltaic	NRG Solar PV LLC
60664	Richard Burdette Geothermal Plant	30	Geothermal	Ormat Nevada, Inc.
60674	Brady	32.9	Geothermal	Brady Power Partners
60675	Steamboat 3	22.6	Geothermal	Steamboat Development Corp
60676	Steamboat 2	22.6	Geothermal	Steamboat Development Corp
60677	Beowawe Power, LLC	17.7	Geothermal	Beowawe Power, LLC
60680	Badlands Landfill	1.2	Biomethane	Riverside County Waste Management Department
60681	La Paz Solar Tower	200	Solar Thermal	La Paz Solar Tower LLC

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
			Electric	
60682	Heber South	16	Geothermal	OrHeber 2LLC
60683	Robbs Peak Powerhouse	29.5	Small Hydroelectric	Sacramento Municipal Utility District
60684	Jones Fork Powerhouse	11.5	Small Hydroelectric	Sacramento Municipal Utility District
60685	Slab Creek Powerhouse	0.48	Small Hydroelectric	Sacramento Municipal Utility District
60686	Rancho Seco Solar	3.2	Photovoltaic	Sacramento Municipal Utility District
60690	Blue Lake Power LLC	11.7	Biomass	Renewable Energy Providers Inc
60691	Goshen Phase II	124.5	Wind	Goshen Phase II LLC
60692	Colmac Energy Mecca Plant	47	Biomass	Colmac Energy, Inc
60693	Pebble Springs Wind LLC	98.7	Wind	Pebble Springs Wind LLC
60694	Klondike Wind Power IIIA	76.5	Wind	Klondike Wind Power III LLC
60695	Mt. Poso Cogeneration Company, LLC	62	Biomass	Mt. Poso Cogeneration Company, LLC
60697	Tacoma Biomass Generation	55	Biomass	WestRock CP, LLC
60703	Sacramento Soleil, LLC	1	Photovoltaic	Enxco, Inc.
60707	SPVP001	2	Photovoltaic	Southern California Edison
60708	Glacier Wind Energy 1 Facility	106.5	Wind	NaturEner Glacier Wind Energy 1, LLC
60709	Glacier Wind Energy 2 Facility	103.5	Wind	NaturEner Glacier Wind Energy 2, LLC
60711	Riverside RWQCP Fuel Cell	1.4	Fuel Cell - Biomethane	Riverside Fuel Cell LLC, Mike Bishop
60712	Vantage Wind Energy Center	90	Wind	Vantage Wind Energy LLC
60713	CM 10	10.5	Photovoltaic	Copper Mountain Solar 1, LLC
60721	White Creek Wind I	204.7	Wind	White Creek Wind I, LLC
60722	NM Colton Genco, LLC	1.26	Biomethane	NM Colton Genco LLC
60723	Willow Creek Energy Center	72	Wind	Willow Creek Energy LLC
60724	Hay Canyon Wind	100.8	Wind	Hay Canyon Wind, LLC
60726	High Winds Energy Center	162	Wind	High Winds, LLC

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
60727	Ausra Kimberlina Solar Generating Facility	5	Solar Thermal Electric	Ausra CA I, LLC
60729	Marengo	140.4	Wind	PacifiCorp
60730	Marengo II	70.2	Wind	PacifiCorp
60732	Ortigalita Power Co.	0.75	Biomass	Ortigalita Power Co.
60734	CVFA Cogen 1	125	Biomethane	Central Valley Financing Authority
60735	Tieton Hydropower	13.6	Small Hydroelectric	Southern California Public Power Authority (SCPPA)
60736	Cabazon Wind Partners	41	Wind	Three Wind Holdings, LLC
60737	Whitewater Hill Wind Partners	61.5	Wind	Three Wind Holdings, LLC
60738	Fiscalini Farms, LP	0.71	Biomethane	John Fiscalini
60739	Evergreen BioPower LLC	10	Biomass	Evergreen Biopower LLC
60741	Hatchet Ridge Wind	101.2	Wind	Hatchet Ridge Wind, LLC
60742	Summerview Wind Farm Phase II	66	Wind	TransAlta Corporation
60743	Blue Trail Wind Farm	66	Wind	TransAlta Corporation
60744	Ardenville Wind Farm	69	Wind	TransAlta Corporation
60745	Hopkins Ridge Wind Project	156.6	Wind	Puget Sound Energy, Inc.
60746	Wild Horse Wind Project	272.6	Wind	Puget Sound Energy, Inc.
60750	Wheat Field Wind Farm	96.6	Wind	Wheat Field Wind Power Project LLC
60755	Alpine Solar	66	Photovoltaic	NRG Solar Alpine LLC
60757	SPVP002	1	Photovoltaic	Southern California Edison
60760	Cosumnes Power Plant	530	Biomethane	SMUD Financing Authority
60764	Galena 3	30	Geothermal	ORNI 14, LLC
60770	Toland Road Landfill Gas to Energy Project	1.57	Biomethane	Ventura Regional Sanitation District
60773	Salton Sea Unit 5	49	Geothermal	Salton Sea Power LLC
60775	Spring Canyon Energy	60	Wind	Spring Canyon Energy LLC
60776	Big Horn Wind Project	199.5	Wind	Big Horn Wind Project, LLC
60778	Lake Siskiyou	5	Small Hydroelectric	Siskiyou Power Authority
60780	Bogus Creek - Lower Cold Springs	0.1	Small Hydroelectric	Harold E. Foster & Robert Z. Walker
60781	Bogus Creek - Upper	0.1	Small	Harold E. Foster & Robert

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
	Cold Springs		Hydroelectric	Z. Walker
60782	Paul Luckey Hydro	0.05	Small Hydroelectric	Hayward Paul Luckey and Joanne Luckey Revocable Trust
60784	Cowiche Hydroelectric Project	1.5	Conduit Hydroelectric	Yakima-Tieton Irrigation District
60785	Orchard Avenue Hydroelectric Project	1.5	Conduit Hydroelectric	Yakima-Tieton Irrigation District
60786	CM 48	48	Photovoltaic	Copper Mountain Solar 1, LLC
60787	Siphon Drop Power Plant	4.4	Conduit Hydroelectric	Yuma County Water Users' Association
60788	Draper Irrigation Company	0.5	Conduit Hydroelectric	Draper Irrigation Company
60790	AV Solar Ranch 1	250.35	Photovoltaic	AV Solar Ranch 1, LLC
60791	Last Chance	1.73	Small Hydroelectric	PacifiCorp
60793	W1681	4.5	Photovoltaic	RE SFCity LP
60794	Alta Wind I Energy Center	150	Wind	Alta Wind I, LLC
60795	Alta Wind II Energy Center	150	Photovoltaic	Alta Wind II, LLC
60796	Cove	7.5	Small Hydroelectric	PacifiCorp
60802	Garnet Wind Energy	6.5	Wind	
60803	Nine Canyon Wind Project-Nine Canyon Phase 3	32.2	Wind	Energy Northwest
60804	Glenrock III	39	Wind	PacifiCorp
60805	Glenrock I	99	Wind	PacifiCorp
60806	Rolling Hills	99	Wind	PacifiCorp
60807	Seven Mile Hill I	99	Wind	PacifiCorp
60808	Seven Mile Hill II	19.5	Wind	PacifiCorp
60810	Windstar	120	Wind	
60811	Mountain Wind I	61	Wind	Mountain Wind Power, LLC
60812	Mountain Wind II	79.5	Wind	Mountain Wind Power II LLC
60814	Combie North Powerhouse	0.522	Conduit Hydroelectric	Nevada Irrigation District
60815	Sunshine Gas Producers Renewable Energy Project	23	Biomethane	Sunshine Gas Producers, L.L.C.
60816	Peetz Table Wind Energy Center	199.5	Wind	Peetz Table Wind Energy

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
60817	Logan Wind Energy	201	Wind	Logan Wind Energy, LLC
60818	Twin Buttes Wind	75	Wind	Iberdrola Renewables, Inc
60819	Goodnoe Hills	94	Wind	PacifiCorp
60820	Blundell I	26.1	Geothermal	PacifiCorp
60821	Blundell II	12	Geothermal	PacifiCorp
60822	Cedar Creek Wind Energy	300.5	Wind	Cedar Creek Wind Energy, LLC
60823	RE Rio Grande	5	Photovoltaic	RE Rio Grande LLC
60824	Camelot	45	Photovoltaic	RE Camelot, LLC
60825	Mine Water Discharge System	0.25	Conduit Hydroelectric	Bishop Tungsten Development, LLC
60836	SGS Antelope Valley Development LLC	192	Photovoltaic	SGS Antelope Valley Development, LLC
60837	Centinela Solar Energy	174.8	Photovoltaic	Centinela Solar Energy, LLC
60838	RE Victor Phelan Solar One	17.5	Photovoltaic	RE Victor Phelan Solar One LLC
60848	Mojave Solar Project	250	Solar Thermal Electric	Mojave Solar LLC
60850	Cascade Solar	18.5	Photovoltaic	Cascade Solar LLC
60852	Columbia Two	15	Photovoltaic	RE Columbia Two
60853	Old River One	20	Photovoltaic	RE Old River One, LLC
60855	RE Rosamond One	20	Photovoltaic	RE Rosamond One LLC
60856	RE Rosamond Two	20	Photovoltaic	RE Rosamond Two LLC
60857	Harvest Wind Project	98.9	Wind	Harvest Wind Project
60858	Panoche Valley Solar	140	Photovoltaic	CED Panoche Valley Holdings, LLC
60864	Arlington Valley Solar Energy	125	Photovoltaic	Arlington Valley Solar Energy, LLC
60865	Arlington Valley Solar Energy II	127	Photovoltaic	Arlington Valley Solar Energy II, LLC
60866	Calabasas Landfill Gas-to-Energy Facility	13.8	Biomethane	Los Angeles County Sanitation Districts
60868	Cogen II	9.375	Biomass	Johnson Holding, Inc.
60874	Rim Rock Wind Energy Facility	189	Wind	NaturEner Rim Rock Wind Energy, LLC
60875	Mesquite Solar 1	170	Photovoltaic	Mesquite Solar 1, LLC
60878	Blythe Solar 110, LLC	110	Photovoltaic	Blythe Solar 110, LLC
60879	SPVP003	1	Photovoltaic	Southern California Edison
60886	ABEC Bidart-Stockdale LLC	0.6	Biomethane	ABEC Bidart-Stockdale LLC
60890	Star Point Wind	98.7	Wind	Star Point Wind Project,

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
	Project			LLC
60891	Summit Ridge	165	Wind	Lotusworks Summit Ridge I, LLC
60892	Grayson Power Plant	108	Biomethane	City of Glendale Water & Power
60894	Agua Caliente Solar	315	Photovoltaic	Agua Caliente Solar, LLC
60895	Brea Power II	34	Biomethane	Brea Power II, LLC
60896	McFadden Ridge	28.5	Wind	PacifiCorp
60897	Northern Colorado Wind II	22.5	Wind	FPL Group, Inc.
60898	Nothern Colorado Wind 1	151.8	Wind	Nextera Energy Resources, LLC
60899	High Plains	99	Wind	PacifiCorp
60900	Big Creek Water Works	4.8	Small Hydroelectric	Big Creek Water Works, Ltd.
60901	Diamond Valley Lake Small Conduit Hydroelectric Power Plant	29.7	Conduit Hydroelectric	The Metropolitan Water District of Southern CA
60903	Graeagle Hydroelectric Project	0.44	Small Hydroelectric	Henwood Associates, Inc.
60905	Buena Vista Biomass Power	22.5	Biomass	Buena Vista Biomass Development, LLC
60906	Tollenaar Holsteins Dairy Farm	0.21	Biomethane	Jon Tollenaar
60908	Geothermal 1, Units 1-2 & Onsite Load	110	Geothermal	Northern California Power Agency
60910	Geothermal 2, Unit 3	55	Geothermal	Northern California Power Agency
60911	Geothermal 2, Unit 4	55	Geothermal	Northern California Power Agency
60912	Avenal Park	6	Photovoltaic	Avenal Park LLC
60913	Sun City Project	20	Photovoltaic	Sun City Project LLC
60914	Sand Drag	19	Photovoltaic	Sand Drag LLC
60915	Burley Butte Wind Park	19.5	Wind	Idaho Wind Partners 1, LLC
60916	Camp Reed Wind Park	22.5	Wind	Idaho Wind Partners 1, LLC
60917	Golden Valley Wind Park	12	Wind	Idaho Wind Partners 1, LLC
60919	Milner Dam Wind Park	19.5	Wind	Idaho Wind Partners 1, LLC
60921	Oregon Trail Wind Park	13.5	Wind	Idaho Wind Partners 1, LLC
60922	Payne's Ferry Wind Park	21	Wind	Idaho Wind Partners 1, LLC

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
60923	Pilgrim Stage Station Wind Park	10.5	Wind	Idaho Wind Partners 1, LLC
60924	Tuana Gulch Wind Park	10.5	Wind	Idaho Wind Partners 1, LLC
60925	Thousand Springs Wind Park	12	Wind	Idaho Wind Partners 1, LLC
60926	Yahoo Creek Wind Park	21	Wind	Idaho Wind Partners 1, LLC
60927	Salmon Falls Wind Park	21	Wind	Idaho Wind Partners 1, LLC
60928	Combine Hills II	63	Wind	Eurus Combine Hills II LLC
60929	Newberry Solar 1 LLC a Delaware limited liability company	1.492	Photovoltaic	Newberry Solar 1 LLC
60934	Heliocentric	1.5	Photovoltaic	Heliocentric, LLC
60936	Desert Stateline, LLC	296.205	Photovoltaic	DESERT STATELINE, LLC
60937	Antelope Power Plant	20	Photovoltaic	TA-High Desert, LLC
60938	Bowerman Power	20	Biomethane	Bowerman Power LFG, LLC
60939	Sagebrush Power Partners, LLC	100.8	Wind	Sagebrush Power Partners, LLC
60940	Desert Sunlight 250, LLC	249.48	Photovoltaic	Desert Sunlight 250, LLC
60941	Solaren SSP California Receive Station #1	250	Photovoltaic	Solaren Corporation
60942	Cassia Gulch Facility	18.9	Wind	Cassia Gulch Wind Park, LLC
60943	Cassia Wind Facility	10.5	Wind	Cassia Wind Farm, LLC
60944	Vansycle II Wind Energy Center	98.9	Wind	FPL Energy Stateline II, Inc.
60945	Alpaugh 50, LLC	50	Photovoltaic	CED California Holdings, LLC
60946	Alpaugh North, LLC	20	Photovoltaic	CED California Holdings, LLC
60947	Atwell Island PV Solar Generation Facility	20	Photovoltaic	SPS Atwell Island, LLC
60948	CED Corcoran, LLC	20	Photovoltaic	CED California Holdings, LLC
60949	CED White River Solar, LLC	20	Photovoltaic	CED California Holdings, LLC
60963	Riverbend Renewable Energy Facility	4.92	Biomethane	WM Renewable Energy (WMRE), LLC

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
60964	DTE Stockton	50	Biomass	DTE Stockton, LLC
60966	Vaca Dixon Solar Station	2	Photovoltaic	Pacific Gas & Electric Company
60969	Point Loma Hydro	1.35	Conduit Hydroelectric	City of San Diego, Public Utilities Department
60970	SGE Site #1	0.0375	Conduit Hydroelectric	Sierra Green Energy LLC
60972	Santa Cruz Energy LLC	1.6	Biomethane	Santa Cruz Energy LLC
60973	Coram Brodie 102 MW Tehachapi Expansion Project	102	Wind	Coram California Development L.P.
60974	H.W. Hill Landfill Gas Power Plant	26	Biomethane	Klickitat County PUD
60975	Chevron Casper Wind Farm	17	Wind	Chevron U.S.A. Inc.
60976	Threemile Canyon Wind	9.9	Wind	Threemile Canyon Wind I, LLC
60977	BigTop	1.65	Wind	Big Top, LLC
60978	Ward Butte Windfarm	6.6	Wind	Ward Butte Windfarm, LLC
60979	Wagon Trail	3.3	Wind	Wagon Trail, LLC
60980	Four Mile Canyon Windfarm	10	Wind	Four Mile Canyon Windfarm LLC
60981	Four Corners Windfarm LLC	10	Wind	Four Corners Windfarm LLC
60982	Sand Ranch Windfarm	9.9	Wind	Sand Ranch Windfarm, LLC
60983	Pacific Canyon Windfarm	8.25	Wind	Pacific Canyon Windfarm, LLC
60984	Oregon Trail Windfarm	9.9	Wind	Oregon Trail Windfarm, LLC
60985	Butter Creek Power	4.95	Wind	Butter Creek Power, LLC
60987	Blackspring Ridge 1A Wind Project	149.4	Wind	EEN CA Blackspring Ridge I Wind Project LP and Enbridge Blackspring Ridge I Wind Project LP
60988	Blackspring Ridge 1B Wind Project	149.4	Wind	EEN CA Blackspring Ridge I Wind Project LP and Enbridge Blackspring Ridge I Wind Project LP
60989	Halkirk I Wind Project LP	150	Wind	Halkirk I Wind Project LP
60990	Copper Mountain Solar 2	155.3	Photovoltaic	Copper Mountain Solar 2, LLC
60991	Tuolumne Wind Project	136.6	Wind	Turlock Irrigation District

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
60993	Biglow Canyon Wind Farm Phase 1	125.4	Wind	Portland General Electric Company
60994	Columbia Ridge Landfill Electric Generating Facility	12.8	Biomethane	WM Renewable Energy (WMRE), LLC
60995	SEF Camelot Solar Farm	1.5	Photovoltaic	Solar Energy Fields, Inc.
60996	SEF Powerline Solar Farm	3	Photovoltaic	Solar Energy Fields, Inc.
60997	SEF Golden Desert Solar Farm	1.5	Photovoltaic	Solar Energy Fields, Inc.
60998	SEF Temescal Solar Farm	1	Photovoltaic	Solar Energy Fields, Inc.
60999	SEF Tami Solar Farm	3	Photovoltaic	Solar Energy Fields, Inc.
61000	SEF Sundown Solar Farm	1.5	Photovoltaic	Solar Energy Fields, Inc.
61001	SEF Hector Solar Farm	10	Photovoltaic	Solar Energy Fields, Inc.
61011	Milford Wind Corridor Phase I, LLC	203.5	Wind	Milford Wind Corridor Phase I
61012	Grays Harbor Paper L.P.	16.75	Biomass	Grays Harbor Paper L.P.
61017	Campbell Hill - Three Buttes	99	Wind	Three Buttes Windpower, LLC
61019	L-8 Solar Project	1.5	Photovoltaic	L-8 Solar Project, LLC
61020	Mammoth Pool Fish Water Generator	0.9	Small Hydroelectric	Southern California Edison
61034	Elkhorn Valley Wind Farm	100.65	Wind	Telocaset Wind Power Partners, LC
61035	SPVP 006	2	Photovoltaic	Southern California Edison
61036	SPVP 008	2	Photovoltaic	Southern California Edison
61037	SPVP 009	1	Photovoltaic	Southern California Edison
61039	SPVP022 RDC 6	2	Photovoltaic	Southern California Edison
61044	Lewiston Powerplant	0.438	Small Hydroelectric	Bureau of Reclamation
61045	Nimbus Powerplant	15	Small Hydroelectric	Bureau of Reclamation
61046	Stampede Powerplant	4.05	Small Hydroelectric	Bureau of Reclamation
61048	Los Medanos Energy Center	678.3	Biomethane	Los Medanos Energy Center, LLC
61050	Silver State Power South	250	Photovoltaic	Silver State Power South
61051	Bear Mountain Wind Park	102	Wind	
61052	Santa Maria II LFG	1.426	Biomethane	J&A-Santa Maria II, LLC

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
	Power Plant			
61055	Tuana Springs Energy LLC	16.8	Wind	
61059	Coastal Energy Project, LLC	6	Wind	Coastal Community Action Program (CCAP)
61060	Stockton Cogen Facility	59.9	Biomass	Air Products Manufacturing Corporation
61064	Pastoria Energy Facility	779	Biomethane	Pastoria Energy Facility, L.L.C.
61065	SEPV 1	2	Photovoltaic	GASNA 51P LLC
61066	SEPV 2	2	Photovoltaic	GASNA 51P LLC
61067	Ghost Pine Wind Energy Center	81.6	Wind	Ghost Pine Wind Farm, LP
61068	Desert Sunlight 300, LLC	327.1	Photovoltaic	Desert Sunlight 300, LLC
61069	Shiloh III Wind Project	102.5	Wind	Sovereign Lease Holdings, LLC
61074	Two Elk #4	335	Biomass	Wyoming Power Company
61075	Camp Far West Hydro Generation Facility	7.2	Small Hydroelectric	South Sutter Water District
61080	Turnip	0.42	Conduit Hydroelectric	Imperial Irrigation District
61081	Double Weir	0.396	Conduit Hydroelectric	Imperial Irrigation District
61082	Drop 1	5.85	Conduit Hydroelectric	Imperial Irrigation District
61083	Drop 2	10	Conduit Hydroelectric	Imperial Irrigation District
61084	Drop 3	9.2	Conduit Hydroelectric	Imperial Irrigation District
61085	Drop 4	19.6	Conduit Hydroelectric	Imperial Irrigation District
61086	Drop 5	4	Conduit Hydroelectric	Imperial Irrigation District
61087	East Highline	2.42	Conduit Hydroelectric	Imperial Irrigation District
61088	Bennett Creek Windfarm, LLC	21	Wind	John Deere Renewables LLC
61089	Hot Springs Wind Farm, LLC	21	Wind	John Deere Renewables LLC
61090	Seneca Sustainable Energy, LLC	19.8	Biomass	Seneca Sustainable Energy, LLC
61092	Alta Wind III Energy Center	150	Wind	Alta Wind III, LLC

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
61093	Alta Wind IV Energy Center	102	Wind	Alta Wind IV, LLC
61094	Alta Wind V Energy Center	168	Wind	Alta Wind V, LLC
61096	Red Mesa Wind	102.4	Wind	Red Mesa Wind, LLC
61107	Rockland Wind Farm	80	Wind	Ridgeline Energy LLC
61108	Gas Turbine GT 2	30.3	Biomethane	City of Pasadena Water and Power Department
61109	Gas Turbine GT 3	47.2	Biomethane	City of Pasadena Water and Power Department
61110	Gas Turbine GT 4	47.2	Biomethane	City of Pasadena Water and Power Department
61111	Broadway Unit B-3	71	Biomethane	City of Pasadena Water and Power Department
61124	Thermo Solar PV-01	3	Photovoltaic	Thermo No. 1 BE-01, LLC
61135	Whiskeytown Hydroelectric Facility	3.5	Small Hydroelectric	City of Redding Electric Utility
61145	Palos Verdes Station 37	0.325	Conduit Hydroelectric	California Water Service Co.
61146	SPI Anderson II	30.15	Biomass	Sierra Pacific Industries
61147	Longview Washington Pulp and Paper Mill	55	Biomass	Longview Fibre Paper and Packaging, Inc.
61148	Blake's Landing Farms, Inc.	0.08	Biomethane	Albert Straus
61149	Cedar Creek Wind	151.8	Wind	Cedar Creek Wind LLC
61154	SEPV Palmdale East	10	Photovoltaic	SEPV Palmdale East, LLC
61156	SEPV Mojave West	20	Photovoltaic	SEPV Mojave West, LLC
61157	Highlander Solar 1, LLC (formerly SEPV8)	12	Photovoltaic	Highlander Solar 1, LLC
61158	Highlander Solar 2, LLC (formerly SEPV9)	9	Photovoltaic	Highlander Solar 2, LLC
61162	RE Columbia 3	10	Photovoltaic	RE Columbia 3 LLC
61179	WKN Wagner LLC	6	Wind	WKN Wagner LLC
61182	Garnet Solar Power Generation Station 1 LLC	4	Photovoltaic	Hanwha Q CELLS USA Corp.
61185	Westside Solar	20	Photovoltaic	Westside Solar, LLC
61186	Whitney Point Solar	20	Photovoltaic	Whitney Point Solar, LLC
61188	Dunlap I	111	Wind	PacifiCorp
61196	North Palm Springs 1A	2.352	Photovoltaic	North Palm Springs Investments, LLC
61197	North Palm Springs 4A	4.12	Photovoltaic	North Palm Springs Investments, LLC

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
61198	North Star Solar	60	Photovoltaic	North Star Solar, LLC
61199	Top of the World	200	Wind	Top of the World Wind Energy LLC
61200	Leaning Juniper Wind Power II	201.3	Wind	Leaning Juniper Wind Power II LLC
61201	Big Horn II Wind Project	50	Wind	Big Horn II Wind Project LLC
61202	Juniper Canyon Wind Power	151.2	Wind	Juniper Canyon Wind Power LLC
61204	Biomass One, LP	30	Biomass	Biomass One, LP
61205	G2 Energy Hay Road Power Plant	1.6	Biomethane	G2 Energy (Hay Road) LLC
61206	Ostrom Road Landfill Gas Project	3.555	Biomethane	G2 Energy, Ostrom RD LLC
61211	NRG Solar Borrego I	26	Photovoltaic	NRG Solar Borrego I LLC
61221	Double A Dairy Digester	4.5	Biomethane	AgPower Jerome, LLC
61222	Morgan Lancaster I, LLC	1.5	Photovoltaic	Morgan Lancaster 1, LLC
61229	Colorado Highlands Wind	91	Wind	Colorado Highlands Wind, LLC
61235	SPVP005 RDC 1	2.5	Photovoltaic	Southern California Edison
61236	SPVP007 RDC 3	2.5	Photovoltaic	Southern California Edison
61237	SPVP 016	1.5	Photovoltaic	Southern California Edison
61238	SPVP023 TIE 1	2.5	Photovoltaic	Southern California Edison
61239	SPVP 032	1.5	Photovoltaic	Southern California Edison
61240	SPVP 033	1	Photovoltaic	Southern California Edison
61241	SPVP042 Porterville	5	Photovoltaic	Southern California Edison
61245	PaTu Wind Farm LLC	9	Wind	PaTu Wind Farm LLC
61247	La Grange Power Plant	4.6	Small Hydroelectric	Turlock Irrigation District
61252	Nippon Paper Co-Generation	20	Biomass	McKinley Paper Co. - Washington Mill
61253	Happy Jack Wind Farm	29.4	Wind	Duke Energy
61254	Silver Sage Wind Farm	42	Wind	Duke Energy
61259	Dawson Power Plant	4.4	Small Hydroelectric	Turlock Irrigation District
61261	RE Mustang	30	Photovoltaic	RE Mustang LLC
61262	Kent South	20	Photovoltaic	RE Kent South, LLC
61263	Kansas	20	Photovoltaic	RE Kansas, LLC
61264	NRG Solar Kansas South	20	Photovoltaic	NRG Solar Kansas South LLC
61266	Adams East	19	Photovoltaic	RE Adams East, LLC

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
61269	RE Tranquillity	200	Photovoltaic	RE Tranquillity LLC
61270	RE Barren Ridge 1	60	Photovoltaic	RE Barren Ridge 1 LLC
61271	RE Bruceville 1	5	Photovoltaic	RE Bruceville 1 LLC
61272	RE Bruceville 2	5	Photovoltaic	RE Bruceville 2 LLC
61273	RE Bruceville 3	5	Photovoltaic	RE Bruceville 3 LLC
61274	RE Dillard 1	3	Photovoltaic	RE Dillard 1 LLC
61275	RE Dillard 2	3	Photovoltaic	RE Dillard 2 LLC
61276	RE Dillard 3	3	Photovoltaic	RE Dillard 3 LLC
61278	RE Kammerer 1	5	Photovoltaic	RE Kammerer 1 LLC
61279	RE Kammerer 2	5	Photovoltaic	RE Kammerer 2 LLC
61280	RE Kammerer 3	5	Photovoltaic	RE Kammerer 3 LLC
61281	RE McKenzie 1	5	Photovoltaic	RE McKenzie 1 LLC
61282	RE McKenzie 2	5	Photovoltaic	RE McKenzie 2 LLC
61283	RE McKenzie 3	5	Photovoltaic	RE McKenzie 3 LLC
61284	RE McKenzie 4	5	Photovoltaic	RE McKenzie 4 LLC
61285	RE McKenzie 5	5	Photovoltaic	RE McKenzie 5 LLC
61286	RE McKenzie 6	5	Photovoltaic	RE McKenzie 6 LLC
61287	Mustang Hills, LLC	150	Wind	
61288	Alta VIII Wind Energy Center	150	Wind	Alta Wind VIII, LLC
61289	MRWPCA Regional Treatment Plant	1.738	Biomethane	Monterey Regional Water Pollution Control Agency (MRWPCA)
61290	Biogreen Sustainable Energy Co., LLC	30.1	Biomass	Biogreen Sustainable Energy Co., LLC
61292	Silver Ridge Mount Signal	200	Photovoltaic	Imperial Valley Solar 1, LLC
61295	Midway Solar Farm I	49.9	Photovoltaic	Imperial Boomerang I, LLC
61296	Midway Solar Farm III	20	Photovoltaic	97WI 8ME, LLC
61297	Ameresco Santa Cruz	3.2	Biomethane	Ameresco Santa Cruz, LLC
61298	Ameresco Keller Canyon	3.8	Biomethane	Ameresco Keller Canyon LLC
61299	Ameresco Butte County	2.2	Biomethane	Ameresco Butte County LLC
61300	Ameresco Vasco Road	4.35	Biomethane	Ameresco Vasco Road LLC
61301	Robert O. Schulz Solar Farm	1.375	Photovoltaic	South San Joaquin Irrigation District
61302	Arrowrock Hydroelectric Project	18	Small Hydroelectric	
61303	Cox Station Micro-Hydroelectric Project	0.122	Conduit Hydroelectric	San Jose Water Company

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
61307	Milford Wind Corridor Phase II, LLC	102	Wind	Milford Wind Corridor Phase II, LLC
61309	Lancaster WAD B	3	Photovoltaic	Central Antelope Dry Ranch B LLC
61310	SEPV 18	2	Photovoltaic	SEPV 18, LLC
61311	Lancaster Little Rock C	5	Photovoltaic	Lancaster Little Rock C LLC
61314	One Ten Partners	2	Photovoltaic	One Ten Partners, LLC
61315	Lancaster Dry Farm Ranch B	5	Photovoltaic	FTS Master Tenant 1, LLC
61318	Expressway Solar A	2	Photovoltaic	FTS Master Tenant 1, LLC
61319	Expressway Solar B	2	Photovoltaic	FTS Master Tenant 1, LLC
61323	Central Antelope Dry Ranch B	3	Photovoltaic	Central Antelope Dry Ranch B LLC
61324	Central Antelope Dry Ranch C	20	Photovoltaic	Central Antelope Dry Ranch C LLC
61328	Western Antelope Dry Ranch	10	Photovoltaic	Western Antelope Dry Ranch LLC
61331	Victor Dry Farm Ranch A	5	Photovoltaic	Victor Dry Farm Ranch A LLC
61332	Victor Dry Farm Ranch B	5	Photovoltaic	Victor Dry Farm Ranch A LLC
61334	Sierra Solar Greenworks	20	Photovoltaic	Sierra Solar Greenworks, LLC
61344	Vasco Winds Energy Center	78.2	Wind	Vasco Winds, LLC
61345	Montezuma II Wind Energy Center	78.2	Wind	NextEra Energy Montezuma II Wind, LLC
61346	Lake I	48	Biomethane	City of Burbank
61347	Magnolia Power Project	310	Biomethane	Southern California Public Power Authority
61348	Central Valley AG Power	1.5	Biomass	Central Valley Ag Power, LLC
61352	Ameresco Chiquita Energy	9.2	Biomethane	Ameresco Chiquita Energy LLC
61353	Ameresco Johnson Canyon	1.43	Biomethane	Ameresco Johnson Canyon LLC
61354	Isabella Fish Flow Hydroelectric Project	0.86	Small Hydroelectric	Isabella Fish Flow Hydroelectric, LLC
61355	Salt Lake Landfill Gas Recovery	3.2	Biomethane	Salt Lake Energy Systems, LLC
61356	Granger Electric of South Jordan	4.8	Biomethane	Granger Electric of South Jordan, LLC
61357	Central Oregon Irrigation District	5.5	Small Hydroelectric	Central Oregon Irrigation District

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
	Siphon Hydroelectric Project			
61358	Central Oregon Irrigation District Juniper Ridge Hydroelectric Project	5	Conduit Hydroelectric	Central Oregon Irrigation District
61360	Dokie Wind Energy Project	144	Wind	Plutonic Power Corporation
61362	Solar Star California XIII, LLC	107.6	Photovoltaic	Solar Star California XIII, LLC
61363	Solar Star California XIX, LLC	310	Photovoltaic	Solar Star California XIX, LLC
61364	Solar Star California XX, LLC	276	Photovoltaic	Solar Star California XX, LLC
61366	Farmers Irrigation District	4.8	Conduit Hydroelectric	Farmers Irrigation District
61367	Wildwood Solar I	20	Photovoltaic	Wildwood Solar I, LLC
61368	Pumpjack Solar I	20	Photovoltaic	Pumpjack Solar I, LLC
61369	Rio Bravo Solar I	20	Photovoltaic	Thomas McNay
61375	Falls Creek Hydroelectric Project	4.1	Small Hydroelectric	Falls Creek Hydroelectric Project, L.P.
61378	Birch Creek Project	2.7	Small Hydroelectric	Sprague Hydro LLC
61379	North Fork Sprague River Project	1.2	Small Hydroelectric	Ted Sorenson
61380	Marsh Valley Project	1.65	Small Hydroelectric	Sprague Hydro LLC
61381	Dry Creek Project	3.6	Conduit Hydroelectric	Sprague Hydro LLC
61382	Patua Geothermal Project 1A	58	Geothermal	Patua Acquisition Company, LLC
61383	Middle Fork Irrigation District Hydro System	3.3	Small Hydroelectric	Middle Fork Irrigation District
61384	Cedar Creek II	250.8	Wind	Cedar Creek II, LLC
61385	North Sky River	162	Wind	North Sky River Energy, LLC
61388	Adera Solar	20	Photovoltaic	Adera Solar, LLC
61397	Copper Mountain Solar 3	255	Photovoltaic	Copper Mountain Solar 3, LLC
61398	Turlock Lake Power Plant	3.3	Small Hydroelectric	Turlock Irrigation District
61399	Hickman Power Plant	1.1	Small Hydroelectric	Turlock Irrigation District
61400	Ocotillo Express LLC	265.44	Wind	Pattern Energy Group

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
61414	Sacramento Municipal Utility District at Fleshman	3	Photovoltaic	Sacrament PV Energy, LLC
61415	Sacramento Municipal Utility District at Bruceville	18	Photovoltaic	Sacrament PV Energy, LLC
61416	Sacramento Municipal Utility District at Boessow	3	Photovoltaic	Sacrament PV Energy, LLC
61417	Sacramento Municipal Utility District at Lawrence	1	Photovoltaic	Sacrament PV Energy, LLC
61425	Mink Creek Hydro	3.075	Small Hydroelectric	Mink Creek Hydro LLC
61427	Adobe Solar, LLC	20	Photovoltaic	Adobe Solar, LLC
61428	Regulus Solar, LLC	60	Photovoltaic	Regulus Solar, LLC
61431	Ormesa Geothermal I	111.2	Geothermal	Ormesa LLC
61432	Five Points Solar Station	15	Photovoltaic	Pacific Gas & Electric Company
61433	Westside Solar Station	15	Photovoltaic	Pacific Gas & Electric Company
61434	Stroud Solar Station	20	Photovoltaic	Pacific Gas & Electric Company
61436	Azusa Hydro Electric Project	3	Small Hydroelectric	City of Pasadena Water and Power Department
61437	Garland Canal Hydroelectric Project	2.9	Conduit Hydroelectric	Shoshone Irrigation District
61438	Temescal Canyon RV, LLC	1.4938	Photovoltaic	Temescal Canyon RV, LLC
61439	Opal Springs Hydro	4.3	Small Hydroelectric	Deschutes Valley Water District
61440	Lacomb Irrigation District Hydro Project	0.962	Small Hydroelectric	Lacomb Irrigation District & Hydro
61442	Cedar Point Wind	252	Wind	Cedar Point Wind, LLC
61443	Dorena Hydro, LLC	7.51	Small Hydroelectric	ICP US Hydro Holdings Inc.
61444	Clark Canyon Hydro, LLC	4.7	Small Hydroelectric	Clark Canyon Hydro, LLC
61449	Snowflake Power, LLC	24	Biomass	Snowflake Power, LLC
61450	Rio Bravo Poso	40	Biomass	Rio Bravo Poso, a California Joint Venture
61451	Rio Bravo Jasmin	40	Biomass	Rio Bravo Jasmin, a California Joint Venture
61452	Lone Valley Solar Park II	20	Photovoltaic	Lone Valley Solar Park II LLC

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
61453	Alamo Solar, LLC	20	Photovoltaic	Alamo Solar, LLC
61458	Lone Valley Solar Park I	10	Photovoltaic	Lone Valley Solar Park I LLC
61463	Enel Surprise Valley, LLC	25	Geothermal	Enel Surprise Valley, LLC
61467	Wind Resource I	9	Wind	CalWind Resources, Inc.
61468	Wind Resource II	22	Wind	CalWind Resources, Inc.
61473	Douglas County Forest Products	5	Biomass	Douglas County, Inc.
61478	Acorn Greenworks	330	Photovoltaic	Acorn Greenworks LLC
61481	Antelope Big Sky Ranch	20	Photovoltaic	Antelope Big Sky Ranch LLC
61486	Aspiration Solar G	9	Photovoltaic	Aspiration Solar G LLC
61488	Citizen Solar B	5	Photovoltaic	Citizen Solar B LLC
61501	Summer Solar	20	Photovoltaic	Summer Solar LLC
61502	Summer Solar A2	1.5	Photovoltaic	FTS Master Tenant 1, LLC
61503	Summer Solar B2	1.5	Photovoltaic	FTS Master Tenant 1, LLC
61504	Summer Solar C2	1.5	Photovoltaic	FTS Master Tenant 1, LLC
61505	Summer Solar D2	1	Photovoltaic	FTS Master Tenant 1, LLC
61506	American Solar Greenworks	6.5	Photovoltaic	FTS Master Tenant 1, LLC
61510	Victor Mesa Linda B2	1.5	Photovoltaic	Victor Mesa Linda B2 LLC
61511	Victor Mesa Linda C2	1.5	Photovoltaic	Victor Mesa Linda C2
61512	Victor Mesa Linda D2	1.5	Photovoltaic	Victor Mesa Linda D2, LLC
61513	Victor Mesa Linda E2	1.5	Photovoltaic	Victor Mesa Linda E2 LLC
61517	Western Antelope Blue Sky Ranch A	20	Photovoltaic	Western Antelope Blue Sky Ranch A, LLC
61518	Western Antelope Blue Sky Ranch B	20	Photovoltaic	Western Antelope Blue Sky Ranch LLC
61521	Patriot Solar A	330	Photovoltaic	Patriot Solar A LLC
61522	Patriot Solar B	20	Photovoltaic	Patriot Solar B LLC
61526	Rodeo Solar C2	1.5	Photovoltaic	FTS Master Tenant 1, LLC
61527	Rodeo Solar D2	1.5	Photovoltaic	FTS Master Tenant 1, LLC
61531	Expressway Solar C2	1.5	Photovoltaic	FTS Master Tenant 1, LLC
61538	North Lancaster Ranch	20	Photovoltaic	North Lancaster Ranch LLC
61543	SP Blythe 1	221	Photovoltaic	SP Blythe 1 LLC
61545	IID SunPeak Solar	23	Photovoltaic	Imperial Irrigation District
61555	Pacific Wind, LLC	140	Wind	PacWind Holdings Lessor Trust
61558	SKIC Solar	20	Photovoltaic	Algonquin SKIC 20 Solar, LLC
61559	Pleasant Valley Wind	144	Wind	TransAlta Wyoming Wind

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
	Energy Center			LLC
61570	Orion Solar I, LLC	12	Photovoltaic	Orion Solar I, LLC
61571	Orion Solar II, LLC	8	Photovoltaic	Orion Solar II, LLC
61580	Spicer Meadow Project	6	Small Hydroelectric	Northern California Power Agency
61590	Catalina Solar	110	Photovoltaic	Catalina Solar, LLC
61591	NLH1 Solar	1.5	Photovoltaic	NLH1 Solar, LLC
61594	Friant Quinten Luallen	7.3	Small Hydroelectric	Friant Power Authority
61595	Grand View PV Solar Two	80	Photovoltaic	Global Atlantic Financial Company
61596	Scattergood Generating Station	823.2	Biomethane	Los Angeles Department of Water and Power
61597	Harbor Generating Station	462	Biomethane	Los Angeles Department of Water and Power
61598	Valley Generating Station	788	Biomethane	Los Angeles Department of Water and Power
61599	Haynes Generating Station	1750.3	Biomethane	Los Angeles Department of Water and Power
61600	American Kings Solar	123	Photovoltaic	American Kings Solar, LLC
61606	Otoe Solar Power Generation Station 1	1.5	Photovoltaic	Otoe Solar Power Generation Station 1, LLC
61607	Industry Solar Power Generation Station 1	1.5	Photovoltaic	Industry Solar Power Generation Station 1, LLC
61608	Powhatan Solar Power Generation Station 1	1.5	Photovoltaic	Powhatan Solar Power Generation Station 1, LLC
61610	Navajo Solar Power Generation Station 1	1.5	Photovoltaic	Navajo Solar Power Generation Station 1, LLC
61613	Power County Wind Park North	22.5	Wind	Power County Wind Park North, LLC
61614	Power County Wind Park South	22.5	Wind	Power County Wind Park South, LLC
61615	Exeter 1	1	Photovoltaic	Tulare PV I, LLC
61616	Exeter 2	1	Photovoltaic	Tulare PV I, LLC
61617	Shiloh IV Wind Project, LLC	102.5	Wind	Shiloh IV Holding Lessor Trust
61620	PVN Milliken, LLC	3	Photovoltaic	PVN Milliken, LLC
61623	Building C1	1.16	Photovoltaic	Golden Springs Development Company, LLC
61624	Building D	1.25	Photovoltaic	Golden Springs Development Company, LLC
61625	Radiance Solar 5	1.5	Photovoltaic	Radiance Solar 5 LLC

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
61626	Radiance Solar 4	1.5	Photovoltaic	Radiance Solar 4 LLC
61632	Lincoln Landfill Power Plant	4.985	Biomethane	Energy 2001, Inc.
61633	Pine Tree Wind Power Plant	135	Wind	Los Angeles Department of Water and Power
61634	Nove Power Plant	3	Biomethane	Nove Investments I LLC
61638	Milford Solar I, LLC	100	Photovoltaic	Milford Solar I , LLC
61640	Porterville 1	1	Photovoltaic	Tulare PV I, LLC
61641	Porterville 2	1	Photovoltaic	Tulare PV I, LLC
61645	Sonora Solar Facility	50	Photovoltaic	SG2 Imperial Valley, LLC
61646	Alhambra Solar Facility	50	Photovoltaic	SG2 Imperial Valley, LLC
61648	Mount Signal Solar Farm II	153.52	Photovoltaic	Imperial Valley Solar 2, LLC
61649	Mount Signal Solar Farm V	252.32	Photovoltaic	Imperial Valley Solar 3, LLC
61652	70SM	49.9	Photovoltaic	70SM 8me LLC
61657	Tenaska Imperial Solar Energy Center South	130	Photovoltaic	CSolar IV South, LLC
61659	Ivanhoe 1	1.5	Photovoltaic	Tulare PV I, LLC
61661	Lindsay 1	1.5	Photovoltaic	Tulare PV I, LLC
61665	Maricopa West Solar PV	20	Photovoltaic	Maricopa West Solar PV, LLC
61666	ColGreen North Shore 1	74.8	Photovoltaic	David Dai
61667	Nicolis	20	Photovoltaic	Nicolis, LLC
61668	Shepherds Flat Central	290	Wind	Caithness Sheperds Flat, LLC
61669	Shepherds Flat South	290	Wind	Caithness Sheperds Flat, LLC
61670	Kit Carson Windpower, LLC	51	Wind	Kit Carson Windpower, LLC
61671	Manzana Wind	189	Wind	Manzana Wind, LLC
61672	Horseshoe Bend Wind Park	9	Wind	United Materials of Great Falls, Inc.
61675	J BAR 9 Ranch	0.1	Wind	J Bar 9 Ranch, Inc.
61680	Oregon Environmental Industries, LLC Gas-to-Energy Facility	3.2	Biomethane	Oregon Environmental Industries, LLC
61682	Green Acres Solar 1	3	Photovoltaic	OL Elk Grove Trust
61683	Green Acres Solar 2	1	Photovoltaic	OL Elk Grove Trust
61684	Portal Ridge Solar C	11.4	Photovoltaic	Portal Ridge Solar C, LLC

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
61689	Big Pine Power Plant	3.2	Conduit Hydroelectric	Los Angeles Department of Water and Power
61690	Cottonwood Power Plant	1.5	Conduit Hydroelectric	Los Angeles Department of Water and Power
61691	Division Creek Power Plant	0.6	Conduit Hydroelectric	Los Angeles Department of Water and Power
61692	Foothill Power Plant	11	Conduit Hydroelectric	Los Angeles Department of Water and Power
61693	Franklin Power Plant	2	Conduit Hydroelectric	Los Angeles Department of Water and Power
61694	Haiwee Power Plant	5.6	Conduit Hydroelectric	Los Angeles Department of Water and Power
61695	Pleasant Valley Power Plant	3.2	Conduit Hydroelectric	Los Angeles Department of Water and Power
61696	San Fernando Power Plant	5.6	Conduit Hydroelectric	Los Angeles Department of Water and Power
61697	Sawtelle Power Plant	0.64	Conduit Hydroelectric	Los Angeles Department of Water and Power
61698	Topaz Solar Farms LLC	550	Photovoltaic	MidAmerican Solar, LLC
61699	Black Rock 1 and 2	255	Geothermal	CE Obsidian Energy LLC
61700	Tropico	14	Photovoltaic	Tropico, LLC
61701	Portneuf River Hydroelectric	0.9	Small Hydroelectric	Commercial Energy Management (CEM), Inc.
61709	Vintner Solar Project	1.5	Photovoltaic	Vintner Solar LLC
61710	Bear Creek Solar Project	1.5	Photovoltaic	Bear Creek Solar LLC
61715	WKN Montana II, LLC	396	Wind	WKN Montana, II LLC
61719	Exeter 3	1.5	Photovoltaic	Tulare PV I, LLC
61720	Hanford 1	1.5	Photovoltaic	Sequoia PV 2, LLC
61721	Hanford 2	1.5	Photovoltaic	Sequoia PV 2, LLC
61722	Ivanhoe 3	1.5	Photovoltaic	Tulare PV I, LLC
61723	Kingsburg 1	1.5	Photovoltaic	Tulare PV II, LLC
61724	Kingsburg 2	1.5	Photovoltaic	Tulare PV II, LLC
61726	Lindsay 3	1.5	Photovoltaic	Tulare PV I, LLC
61727	Lindsay 4	1	Photovoltaic	Tulare PV I, LLC
61728	Porterville 5	1.5	Photovoltaic	Tulare PV I, LLC
61733	Tulare 1	1.5	Photovoltaic	Sequoia PV 1, LLC
61734	Tulare 2	1.5	Photovoltaic	Sequoia PV 1, LLC
61736	Pacific Wind LLC	20	Photovoltaic	Valos Solar Ventures, LLC

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
61739	Pine Tree Solar Project	8.5	Photovoltaic	Los Angeles Department of Water and Power
61740	Adelanto Solar Project	10	Photovoltaic	Los Angeles Department of Water and Power
61741	SPVP010 - Fontana	1.5	Photovoltaic	Southern California Edison
61742	SPVP 011	3.5	Photovoltaic	Southern California Edison
61743	SPVP 013	3.5	Photovoltaic	Southern California Edison
61744	SPVP015	3.5	Photovoltaic	Southern California Edison
61745	SPVP 017	3.5	Photovoltaic	Southern California Edison
61746	SPVP018 - Fontana	1.5	Photovoltaic	Southern California Edison
61747	SPVP 026	6	Photovoltaic	Southern California Edison
61748	SPVP 028	3.5	Photovoltaic	Southern California Edison
61750	Stoney Gorge Powerhouse	4.9	Small Hydroelectric	City of Santa Clara
61751	Black Butte Powerhouse	6.2	Small Hydroelectric	City of Santa Clara
61754	Heber Solar	10	Photovoltaic	Imperial Solar 1, LLC
61755	Westlands Solar Farms PV-1	18	Photovoltaic	Westlands Solar Farms, LLC
61756	Arrache 4006-1	1	Photovoltaic	Treen Solar 1, LLC
61757	Arrache 4006-2	1	Photovoltaic	Treen Solar 2, LLC
61758	Arrache 4013	1.5	Photovoltaic	Annie Power, LLC
61759	Arrache 8083-1	1.5	Photovoltaic	JRam Solar 1, LLC
61760	Arrache 8083-2	1.5	Photovoltaic	JRam Solar 2, LLC
61761	Arrache 8083-3	1	Photovoltaic	JRam Solar 3, LLC
61772	Horn 4097	1.5	Photovoltaic	Sandra Energy, LLC
61775	MA 4035	1.5	Photovoltaic	Dreamer Solar, LLC
61777	Nunn 8135	1	Photovoltaic	Drew Energy, LLC
61785	Rutan 2061-1	1.5	Photovoltaic	Voyager Solar 1, LLC.
61786	Rutan 2061-2	1.5	Photovoltaic	Voyager Solar 2, LLC.
61787	Rutan 2061-3	1	Photovoltaic	Voyager Solar 3, LLC.
61795	Vinam 9011	1.5	Photovoltaic	Becca Solar, LLC
61796	Watts 3115-1	1.5	Photovoltaic	Toro Power 1, LLC
61807	Pinyon Pines Wind I, LLC	168	Wind	
61808	Pinyon Pines Wind II, LLC	132	Wind	
61815	Lemoore 1	1.5	Photovoltaic	Lemoore PV 1 LLC
61819	Industry MetroLink PV 1	1.6	Photovoltaic	City of Industry
61820	CED Corcoran Solar 2, LLC	19.75	Photovoltaic	CED California Holdings 2, LLC
61821	Huron Solar Station	20	Photovoltaic	Pacific Gas & Electric

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
				Company
61822	Giffen Solar Station	10	Photovoltaic	Pacific Gas & Electric Company
61823	Cantua Solar Station	20	Photovoltaic	Pacific Gas & Electric Company
61825	Springbok Solar Farm 2	155	Photovoltaic	63SU 8ME LLC
61829	Borden Solar Farm	51.3	Photovoltaic	41MB 8ME, LLC
61830	Springbok Solar Farm 1	105	Photovoltaic	62SK 8ME LLC
61832	Hudson Ranch Power 1	49.9	Geothermal	Hudson Ranch I Holdings, LLC
61837	San Joaquin 1A	18.5	Photovoltaic	GASNA 6P, LLC
61839	Valley Center 1	2.5	Photovoltaic	Valley Center Equity Holdings, LLC
61840	Ramona 1	2	Photovoltaic	Ramona Equity Holdings, LLC
61841	Parrey, LLC	100	Photovoltaic	Parrey, LLC
61842	Solano 3 Wind Project	127.8	Wind	
61844	Arkansas Solar Facility	50	Photovoltaic	SG2 Imperial Valley, LLC
61846	AP North Lake I	20	Photovoltaic	SunE DB APNL, LLC
61847	Clover Flat LFG	0.848	Biomethane	Vista Corporation
61848	City of Walla Walla, Water Division, Water Treatment Plant, Hydro-Electric	2.25	Conduit Hydroelectric	
61850	West Antelope Solar Park	20	Photovoltaic	TA-Acacia, LLC
61891	Cuyama Solar Array	40	Photovoltaic	Cuyama Solar, LLC
61892	Blackwell Solar	12	Photovoltaic	Blackwell Solar, LLC
61893	Lost Hills Solar	20	Photovoltaic	Lost Hills Solar, LLC
61894	Kingbird Solar A, LLC	20	Photovoltaic	Kingbird Solar A, LLC
61935	Grizzly Powerhouse	17.66	Small Hydroelectric	
61937	Malburg Generating Station	129.98	Biomethane	Bicent (California) Malburg LLC
61938	Wild Rose/Don Campbell Plant	25	Geothermal	ORNI 47 LLC
61939	McHenry Solar Plant	25.5	Photovoltaic	K Road Modesto Solar, LLC
61940	SS San Antonio West, LLC	1.5	Photovoltaic	SS San Antonio West, LLC
61941	La Joya del Sol	1.5	Photovoltaic	GASNA 16P, LLC
61942	Vega Solar	20	Photovoltaic	Vega Solar, LLC

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
61994	Linden Wind Energy Project	50	Wind	Southern California Public Power Authority (SCPPA)
61996	San Francisquito Power Plant No. 1 - Unit 1A	25	Water Supply or Conveyance	Los Angeles Department of Water and Power
61997	San Francisquito Power Plant No. 1 - Unit 3	9.38	Water Supply or Conveyance	Los Angeles Department of Water and Power
61998	San Francisquito Power Plant No. 1 - Unit 4	10	Water Supply or Conveyance	Los Angeles Department of Water and Power
61999	San Francisquito Power Plant No. 1 - Unit 5A	25	Water Supply or Conveyance	Los Angeles Department of Water and Power
62000	Middle Gorge Power Plant - Unit 1	37.5	Water Supply or Conveyance	Los Angeles Department of Water and Power
62001	Control Gorge Power Plant - Unit 1	37.5	Water Supply or Conveyance	Los Angeles Department of Water and Power
62002	Upper Gorge Power Plant - Unit 1	37.5	Water Supply or Conveyance	Los Angeles Department of Water and Power
62003	San Francisquito Power Plant No. 2 - Unit 1	14	Water Supply or Conveyance	Los Angeles Department of Water and Power
62004	San Francisquito Power Plant No. 2 - Unit 2	14	Water Supply or Conveyance	Los Angeles Department of Water and Power
62005	San Francisquito Power Plant No. 2 - Unit 3	14	Water Supply or Conveyance	Los Angeles Department of Water and Power
62006	Meadow Creek Project Company	119.7	Wind	Ridgeline Energy LLC
62008	Banning Lower Hydro Site	0.26	Conduit Hydroelectric	
62009	Banning Middle Hydro Site	0.22	Conduit Hydroelectric	
62010	Moccasin Low Head Project	2.9	Small Hydroelectric	City and County of San Francisco - SFPUC
62011	Bradley Gas Recovery	6.75	Biomethane	WM Energy Solutions, Inc.
62016	Youngs Creek Hydroelectric Project	7.5	Small Hydroelectric	Snohomish County Public Utility District #1
62018	North Hollywood	9	Conduit Hydroelectric	Los Angeles Department of Water and Power
62019	Moapa Southern Paiute Solar Project	250	Photovoltaic	Moapa Southern Paiute Solar, LLC
62020	Lopez Canyon	1.5	Biomethane	Los Angeles Department of

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
				Water and Power
62021	Black Rock 5 and 6	255	Geothermal	CE Butte Energy LLC
62025	MWWTP Power Generation Station 2	4.6	Biomethane	East Bay Municipal Utility District
62026	Teichert Vernalis	1.5	Wind	Energy Alchemy TA Vernalis, LLC
62027	Foundation ST	2	Wind	Foundation ST Owner, LLC
62028	Foundation IE	1	Wind	Foundation IE Owner, LLC
62029	Foundation AB	1.5	Wind	Foundation AB Owner, LLC
62039	Southeast Plant Cogeneration	2.1	Biomethane	City and County of San Francisco - SFPUC
62042	Lightbeam Power Company Gridley Main LLC	1	Photovoltaic	Mark Mendenhall
62043	Lightbeam Power Company Gridley Main Two LLC	2.5	Photovoltaic	Mark Mendenhall
62044	Lower Snake River Wind Energy Project	343	Wind	Puget Sound Energy, Inc.
62045	CED White River Solar 2, LLC	19.75	Photovoltaic	CED California Holdings, LLC
62046	Desert Green Solar Farm LLC	6.3	Photovoltaic	Desert Green Solar Farm LLC
62047	Rugged Solar LLC	80	Photovoltaic	Rugged Solar LLC
62048	LanEast Solar Farm LLC	20	Photovoltaic	LanEast Solar Farm LLC
62049	Tierra del Sol Solar Farm LLC	45	Photovoltaic	Tierra del Sol Solar Farm LLC
62051	Columbia Solar Energy, LLC	19.2	Photovoltaic	PSEG Solar California LLC
62052	Meridian	1.14	Photovoltaic	Paso Robles Solar, LLC
62054	Techren Solar I	100	Photovoltaic	Global Atlantic Financial Company
62055	Sorrel Solar Farm	200	Photovoltaic	Iberdrola Renewables, Inc
62061	2081 Terzian	1.2348	Photovoltaic	Pristine Sun Fund 5, LLC
62064	2097 Helton	1.5	Photovoltaic	Pristine Sun Fund 5, LLC
62068	2127 Harris	1.25	Photovoltaic	Pristine Sun Fund 5, LLC
62086	Keifer Landfill Generating II	6	Biomethane	Keifer Landfill Generating II LLC
62090	Pacific Cruise Ship Terminals Berth 93	1.1	Photovoltaic	Los Angeles Department of Water and Power
62091	McCoy Solar, LLC	250	Photovoltaic	McCoy Solar, LLC
62125	Stone Drop	0.25	Conduit Hydroelectric	Modesto Irrigation District

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
62140	Valley Pumping Plant	0.26	Conduit Hydroelectric	City of Burbank
62141	Cimarron 1	30.64	Photovoltaic	Southern Renewable Energy
62142	Burbank #3 Flare	0.8	Biomethane	City of Burbank
62206	SPVP 027	2	Photovoltaic	Southern California Edison
62207	SPVP 044	8	Photovoltaic	Southern California Edison
62208	SPVP 048	5	Photovoltaic	Southern California Edison
62226	Aerojet-General Corporation - AerojetPh1	3.05	Photovoltaic	
62227	Aerojet-General Corporation - AerojetPh2	2.13	Photovoltaic	
62228	Intel Corporation - Intel	1.018	Photovoltaic	
62229	U.S. National Leasing, LLC - DepotPark1	2.47	Photovoltaic	
62235	Coronal Lost Hills	20	Photovoltaic	Coronal Lost Hills, LLC
62236	SunEdison - Hesperia	1.5	Photovoltaic	SunE Solar XV Lessor, LLC
62239	Ajo 1 Solar	4.5	Photovoltaic	RE Ajo 1, LLC
62240	Aragonne Wind	90	Wind	Aragonne Wind, LLC
62241	High Lonesome Wind Ranch	100	Wind	High Lonesome Wind Ranch LLC
62242	CE Turbo	12	Geothermal	CE urbo, LLC
62243	Perrin Ranch Wind	99.2	Wind	Perrin Ranch Wind, LLC
62244	Alta Wind X Energy Center	138	Wind	Alta Wind X, LLC
62245	Alta Wind XI Energy Center	90	Wind	Alta Wind XI, LLC
62246	Limon Wind and Limon Wind II	400	Wind	Limon Wind, LLC and Limon Wind II, LLC
62247	Quality Wind Project	142.2	Wind	Capital Power Corporation
62248	Frontier Solar LLC	20	Photovoltaic	CRE-Frontier Solar California LLC
62250	Oakley Solar Project	1.5	Photovoltaic	Hayworth-Fabian, LLC
62252	Foundation Cemex Madison	1	Wind	Foundation Fund V Owner, LLC
62253	Esquatzel Hydroelectric Facility	0.9	Conduit Hydroelectric	Green Energy Today
62254	Glendale Energy	2.856	Biomethane	Glendale Energy, LLC
62259	Foundation Wal-Mart Red Bluff	1	Wind	Foundation Fund VI Owner, LLC
62260	Desert Butte Solar Farm	400	Photovoltaic	Desert Butte, LLC

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
62261	Wind Resource III	15.5	Wind	CalWind Resources, Inc.
62262	Foundation Cemex River Plant	3.2	Wind	Foundation Fund VI Owner, LLC
62263	Foundation NWNA Cabazon	3.2	Wind	Foundation Fund V Owner, LLC
62264	Foundation Cemex Black Mountain Quarry North	3	Wind	Foundation Fund VI Owner, LLC
62265	Foundation Cemex Black Mountain Quarry South	1.5	Wind	Foundation Fund VI Owner, LLC
62266	Foundation RRM Cabazon North	1	Wind	Foundation Fund V Owner, LLC
62267	Foundation RRM Cabazon South	1	Wind	Foundation Fund V Owner, LLC
62268	Foundation Superior Farms Wind Facility	1	Wind	Foundation Fund VI Owner, LLC
62269	Rock Creek Powerhouse	126	Existing Large Incremental Hydroelectric	Pacific Gas & Electric Company
62272	Morelos Del Sol	15	Photovoltaic	Morelos Solar, LLC
62273	Ivanpah Solar - Unit 1	126	Solar Thermal Electric	Solar Partners II, LLC
62274	Ivanpah Solar - Unit 2	133.4	Solar Thermal Electric	Solar Partners I, LLC
62275	Ivanpah Solar - Unit 3	133.4	Solar Thermal Electric	Solar Partners VIII, LLC
62276	Jawbone Wind Project Phase I	235	Wind	Gaelectric LLC
62278	Tenaska Imperial Solar Energy Center West	150	Photovoltaic	CSolar IV West, LLC
62280	Boulder Solar III	250	Photovoltaic	Boulder Solar III, LLC
62282	RE Yakima	20	Photovoltaic	RE Yakima LLC
62283	RE Clearwater	20	Photovoltaic	RE Clearwater LLC
62284	RE Astoria	100	Photovoltaic	RE Astoria
62285	CID Solar, LLC	19.76	Photovoltaic	CID Solar, LLC
62286	Willow Springs Solar Project	107.92	Photovoltaic	Willow Springs Solar, LLC
62287	California PV Energy at 2825 Jurupa Avenue, Ontario	1.5	Photovoltaic	California PV Energy, LLC
62288	Palouse Wind	105.27	Wind	Palouse Wind, LLC
62289	North City Cogeneration Facility	1.6	Biomethane	City of San Diego, Public Utilities Department

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
	Expansion			
62290	North Rosamond Solar, LLC.	150	Photovoltaic	North Rosamond Solar, LLC
62291	Toro Energy of California SLO	1.5	Biomethane	Toro Energy of California SLO, LLC
62292	California PV Energy at 1670 Champagne Avenue, Ontario	1	Photovoltaic	California PV Energy, LLC
62293	Sun Valley Energy Center-1	200	Photovoltaic	Capital Power Investments LLC
62295	Prescott Solar	10.677	Photovoltaic	SunE AZ1, LLC
62296	Imperial Valley Solar Company (IVSC) 2, LLC	20	Photovoltaic	Imperial Valley Solar Company (IVSC) 2, LLC
62298	Cielo Del Sol, LLC	11	Photovoltaic	Cielo del Sol, LLC
62299	Desert Quartzite, LLC	150	Photovoltaic	Desert Quartzite, LLC
62300	NRG Solar Community 1	5.72	Photovoltaic	NRG Energy
62310	Landpro 8159	1.5	Photovoltaic	CD US Solar PO 3, LLC
62311	Landpro 8160-61-1	1.5	Photovoltaic	CD US Solar PO 3, LLC
62312	Landpro 8160-61-2	1.5	Photovoltaic	CD US Solar PO 3, LLC
62313	Altamont Solar Energy Center	20	Photovoltaic	Altamont Solar Energy Center LLC
62314	Mountain Air Projects	138	Wind	Mountain Air Projects LLC
62317	Achomawi	1.5	Photovoltaic	Ignite Solar Holdings 1, LLC
62318	Ahjumawi	1.5	Photovoltaic	Ignite Solar Holdings 1, LLC
62319	Grassland 3	1	Photovoltaic	County of Yolo
62320	Grassland 4	1	Photovoltaic	County of Yolo
62324	Anaheim Energy LLC	4.5	Biomethane	Anaergia Services LLC
62325	Shafter Solar, LLC	20	Photovoltaic	Shafter Solar, LLC
62328	Otay Landfill Gas LLC (Otay V)	1.6	Biomethane	Otay Landfill Gas, LLC
62329	Otay Landfill Gas LLC (Otay VI)	1.6	Biomethane	Otay Landfill Gas, LLC
62331	Westside Solar WSP PVI	2	Photovoltaic	Westside Assets, LLC
62334	Campbell Soup Supply Company, LLC	1.97	Photovoltaic	Solar Star California II, LLC
62339	Chokecherry and Sierra Madre Wind Energy Project	4300	Wind	Power Company of Wyoming LLC

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
62344	Venable Solar 1	1.5	Photovoltaic	Venable Solar 1, LLC
62345	Venable Solar 2	1.5	Photovoltaic	Venable Solar 1, LLC
62351	Kern Solar Ranch LLC	1000	Photovoltaic	Kern Solar Ranch LLC
62352	West Gates Solar Station	10	Photovoltaic	Pacific Gas & Electric Company
62353	Gates Solar Station	20	Photovoltaic	Pacific Gas & Electric Company
62354	Guernsey Solar Station	20	Photovoltaic	Pacific Gas & Electric Company
62355	City of Corcoran Solar	11	Photovoltaic	Cottonwood Solar, LLC
62357	Goose Lake Solar	12	Photovoltaic	Cottonwood Solar, LLC
62359	Horse Butte I LLC	57.6	Wind	
62360	Kerckhoff No. 1 Powerhouse	22.72	Small Hydroelectric	Pacific Gas & Electric Company
62361	High Mesa Energy, LLC	39.9	Wind	High Mesa Energy, LLC
62362	NLP Valley Center Solar, LLC	2.33	Photovoltaic	NLP Valley Center Solar, LLC
62365	San Emidio	11.75	Geothermal	USG Nevada LLC
62366	Enerparc CA1, LLC	1.5	Photovoltaic	Enerparc CA1, LLC
62368	Sol Orchard Imperial 1 Solar PV	20	Photovoltaic	Sol Orchard Imperial 1, LLC
62369	ABEC Bidart-Old River LLC	2	Biomethane	ABEC Bidart-Old River LLC
62370	ABEC New Hope LLC	0.45	Biomethane	ABEC New Hope LLC
62371	Hampton Lumber Mills - Washington, Inc.	4.5	Biomass	Hampton Lumber Mills - Washington, Inc.
62372	Kettleman Solar Project	1	Photovoltaic	Kettleman Solar LLC
62373	Hollister Solar Project	1.5	Photovoltaic	Hollister Solar LLC
62374	Division 1	1.5	Photovoltaic	Mound Solar Owner VIII, LLC
62375	Division 2	1	Photovoltaic	Mound Solar Owner VIII, LLC
62376	Division 3	1	Photovoltaic	Mound Solar Owner VIII, LLC
62377	Kettering1	1	Photovoltaic	Mound Solar Owner IX, LLC
62378	Kettering 2	1	Photovoltaic	Mound Solar Owner IX, LLC
62379	Van Warmderdam Dairy Digester	0.6	Biomethane	Maas Energy Works Inc.
62380	Friant Madera	9.8	Small	Friant Power Authority

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
			Hydroelectric	
62381	Friant River Outlet	2.4	Small Hydroelectric	Friant Power Authority
62384	Sonora 1	1.5	Photovoltaic	Fresh Air Energy IV, LLC
62385	Warm Springs Dam Hydroelectric	2.8	Small Hydroelectric	Sonoma County Water Agency
62388	Maricopa Solar III	18	Photovoltaic	Maricopa East Solar PV, LLC
62389	Ameresco Forward	4.35	Biomethane	Ameresco Forward LLC
62412	Calpwr Santa Barbara LLC	0.65	Biomethane	California Power Partners Santa Barbara LLC
62413	Ameresco Santa Clara	0.75	Biomethane	Ameresco Santa Clara LLC
62418	Wildwood Solar 2	15	Photovoltaic	Thomas McNay
62419	Spectrum Nevada Solar	30	Photovoltaic	Southern Renewable Energy
62420	Apex Nevada Solar	20	Photovoltaic	Southern Renewable Energy
62422	EE Kettleman Land LLC	20	Photovoltaic	EE Kettleman Land LLC
62424	Kingbird Solar B, LLC	20	Photovoltaic	Kingbird Solar B, LLC
62425	Rising Tree Wind Farm I	79.2	Wind	Rising Tree Wind Farm LLC
62426	Rising Tree Wind Farm II	19.8	Wind	Rising Tree Wind Farm II LLC
62427	Neal Hot Springs Unit 1	22	Geothermal	USG Oregon, LLC
62428	Catalina Solar 2	17.986	Photovoltaic	Catalina Solar 2, LLC
62429	Woodmere Solar Farm	15	Photovoltaic	87RL 8me, LLC
62430	Perris Valley Regional Water Reclamation Facility	0.6	Fuel Cell - Biomethane	Eastern Municipal Water District
62433	Ameresco San Joaquin	4.3	Biomethane	Ameresco San Joaquin LLC
62434	Klondike II	75	Wind	Klondike Wind Power II, LLC
62435	Ramona 2	5	Photovoltaic	Ramona Equity Holdings, LLC
62436	Valley Center 2	5	Photovoltaic	Sol Orchard San Diego 23, LLC
62466	Desert Hot Springs Solar	2.06	Photovoltaic	CES DHS Solar, LLC a subsidiary of Consolidated Edison Solutions, Inc.
62467	Mountain View Solar, LLC	20	Photovoltaic	Mountain View Solar, LLC
62468	CED Atwell Island	20	Photovoltaic	CED California Holdings 2,

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
	West, LLC			LLC
62469	Rising Tree Wind Farm III LLC	99	Wind	Rising Tree Wind Farm III LLC
62470	Lincoln Metering and Hydroelectric Station	0.32	Conduit Hydroelectric	Placer County Water Agency
62471	COLON FIT, LLC	1.3	Photovoltaic	C2 Special Situations Group, LLC
62484	Diamond Valley Solar Project	1.25	Photovoltaic	Diamond Valley Solar LLC
62485	Merced Solar Project	1.5	Photovoltaic	Merced Solar LLC
62486	Mission Solar Project	1.5	Photovoltaic	Mission Solar LLC
62487	San Jacinto Solar Project	1.5	Photovoltaic	San Jacinto Solar LLC
62488	Lake Perris Solar Project	1.5	Photovoltaic	San Jacinto Solar LLC
62498	Rancho Cucamonga Distribution #1	1.75	Photovoltaic	Kona Solar, LLC
62502	Park Meridian #1	1.49	Photovoltaic	Kona Solar, LLC
62503	Terra Francesco 1	1.49	Photovoltaic	Kona Solar, LLC
62514	NRG Solar Oasis LLC	20	Photovoltaic	NRG Solar Oasis LLC
62516	CED Lost Hills Solar, LLC	20	Photovoltaic	CED Lost Hills Solar, LLC
62523	California PV Energy at ISD WWTP	1	Photovoltaic	California PV Energy, LLC
62529	Pilot Knob Unit 1	16.5	Water Supply or Conveyance	Imperial Irrigation District
62530	Pilot Knob Unit 2	16.5	Water Supply or Conveyance	Imperial Irrigation District
62531	Cloverdale Solar I	1.4976	Photovoltaic	GLT Cloverdale Solar, LLC
62532	Klamath Refuge Geothermal Project	6	Geothermal	Michael E Noonan
62549	R C Kirkwood Powerhouse Unit 1	39.5	Water Supply or Conveyance	City and County of San Francisco - SFPUC
62550	R C Kirkwood Powerhouse Unit 2	39.5	Water Supply or Conveyance	City and County of San Francisco - SFPUC
62551	R C Kirkwood Powerhouse Unit 3	36.5	Water Supply or Conveyance	City and County of San Francisco - SFPUC
62552	California Flats South	150	Photovoltaic	California Flats Solar, LLC
62562	Seville Solar One, LLC	20	Photovoltaic	Seville Solar One, LLC
62565	Kiefer Landfill Generating I	8.3	Biomethane	County of Sacramento
62615	Klamath Hills Geothermal Project	10.6	Geothermal	Entiv Organic Energy

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
62616	Bakersfield 111	1.4	Photovoltaic	Bakersfield 111 LLC
62620	Wright Solar Park LLC	200	Photovoltaic	AIMXL 2018-1 LLC
62621	Five Points Solar Park LLC	60	Photovoltaic	Five Points Solar Park LLC
62623	CED Wistaria Solar, LLC	106.7	Photovoltaic	CED Wistaria Holdings, LLC
62630	2143 Dacy	1.25	Photovoltaic	Pristine Sun Fund 6, LLC
62633	High Line Canal	0.5	Small Hydroelectric	City of Santa Clara, dba Silicon Valley Power
62639	Adelanto Solar	20	Photovoltaic	Adelanto Solar, LLC
62640	Adelanto Solar II	7	Photovoltaic	Adelanto Solar II, LLC
62642	Redcrest Solar Farm	16.66	Photovoltaic	67RK 8me, LLC
62643	Broadview Energy KW, LLC	142.6	Wind	Broadview Energy KW, LLC
62659	CD4 Geothermal Project	25	Geothermal	ORNI 50 LLC
62662	Copper Mountain Solar 4	93.6	Photovoltaic	Copper Mountain Solar 4, LLC
62664	Mesquite Solar 2	100.815	Photovoltaic	Mesquite Solar 2, LLC
62666	SCE - Snowline - White Road (South)	1.5	Photovoltaic	SunE Solar XV Lessor, LLC
62667	SCE - Snowline - White Road (North)	1.5	Photovoltaic	SunE Solar XV Lessor, LLC
62668	SCE - Snowline - White Road (Central)	1.5	Photovoltaic	SunE Solar XV Lessor, LLC
62669	SCE - Snowline - Duncan Road (South)	1	Photovoltaic	SunE Solar XV Lessor, LLC
62670	SCE - Snowline - Duncan Road (North)	1.5	Photovoltaic	SunE Solar XV Lessor, LLC
62671	Highline Solar	45	Photovoltaic	Highline Solar
62672	Fort Mojave Solar Project	310	Photovoltaic	Tribal Solar, LC
62673	Sun Streams LLC	154.272	Photovoltaic	EDP Renewables North America LLC
62689	Coronus Adelanto West 2	1.5	Photovoltaic	CF SBC Owner One LLC
62690	Coronus Adelanto West 1	1.5	Photovoltaic	CF SBC Owner One LLC
62691	RE Astoria 2	75	Photovoltaic	RE Astoria 2 LLC
62692	Giffen Solar Park, LLC	20	Photovoltaic	Global Atlantic Financial Group
62694	Sunray Energy 2, LLC	20	Photovoltaic	Global Atlantic Financial Group
62695	Utah-Mesa Solar	1.5	Photovoltaic	Winding Creek Solar LLC

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
62713	Farmersville 1	1.5	Photovoltaic	Sequoia PV 1, LLC
62714	Farmersville 2	1.5	Photovoltaic	Sequoia PV 1, LLC
62715	Farmersville 3	1.5	Photovoltaic	Sequoia PV 1, LLC
62716	Rio Bravo Solar 2	20	Photovoltaic	Thomas McNay
62719	SunE - Rochester	1	Photovoltaic	SunE Solar Lessor XVI, LLC
62721	SunE - Ontario	1	Photovoltaic	DG Solar Lessee II, LLC
62727	ReSource Center	2.274	Biomethane	Santa Barbara County Public Works Department
62730	#961 Mira Loma Wet	2	Photovoltaic	Costco Wholesale
62738	Lancaster Solar 1	1.5	Photovoltaic	PsomasFMG Lancaster Solar CREST, LLC
62739	Lancaster Solar 2	1.5	Photovoltaic	PsomasFMG Lancaster Solar CREST, LLC
62740	Porterville 6	1.5	Photovoltaic	Sequoia PV 3, LLC
62741	Porterville 7	1.5	Photovoltaic	Sequoia PV 3, LLC
62743	Solar Star California XXXI	7.5	Photovoltaic	Solar Star California XXXI, LLC
62744	Hayworth Solar Farm	27	Photovoltaic	65HK 8me, LLC
62745	Building H	1.5	Photovoltaic	Golden Springs Development Company, LLC
62746	Building M	1.75	Photovoltaic	Golden Springs Development Company, LLC
62761	Fifth Standard Solar	150	Photovoltaic	Fifth Standard Solar PV, LLC
62762	East Nicolaus Solar	20	Photovoltaic	EC&R NA Solar PV, LLC
62763	Palmas Solar	50	Photovoltaic	EC&R NA Solar PV, LLC
62764	Valley Center Solar	20	Photovoltaic	EC&R NA Solar PV, LLC
62766	Northern Orchard Solar	100	Photovoltaic	Northern Orchard Solar PV, LLC
62768	Maricopa West Solar PV 2	20	Photovoltaic	EC&R NA Solar PV, LLC
62771	Gibraltar Conduit Plant	0.75	Conduit Hydroelectric	City of Santa Barbara
62772	SUNSHINE VALLEY SOLAR PROJECT	103.488	Photovoltaic	EDP Renewables North America LLC
62781	Lake Mendocino Hydroelectric Plant	3.5	Small Hydroelectric	City of Ukiah - Electric Utility
62783	CED Corcoran Solar 3, LLC	20	Photovoltaic	CED Corcoran Solar 3, LLC
62786	El Cabo Wind	298	Wind	El Cabo Wind, LLC

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
62790	Intel Corporation Phase 2	1.019	Photovoltaic	SolarCity LMC Series I LLC
62792	FAA Norcal TRACON	1.018	Photovoltaic	Enfinity NORCAL 1 FAA LLC
62800	Nordhoff Place	1.1843	Photovoltaic	MKM OAKDALE SOLAR LLC
62801	Banning Upper Hydro Site	0.15	Conduit Hydroelectric	City of Banning
62802	New Exchequer Development	98	Existing Large Incremental Hydroelectric	Merced Irrigation District
62804	Golden Hills A	42.96	Wind	Golden Hills Wind, LLC
62805	LongBoat Solar, LLC.	20	Photovoltaic	Longboat Solar, LLC
62806	3880 NORTH MISSION ROAD SOLAR FIT	1.559	Photovoltaic	3880 North Mission Road Solar Energy LLC
62809	Anaheim Solar Energy Plant	2.0979	Photovoltaic	City of Anaheim
62817	RE Garland	180	Photovoltaic	RE Garland, LLC
62818	RE Garland A	20	Photovoltaic	RE Garland, LLC
62827	Enerparc CA2, LLC	1.5	Photovoltaic	Enerparc CA2, LLC
62828	Golden Acorn Casino Wind Project	1	Wind	Foundation CA Fund VII Owner, LLC
62829	City of Soledad Wind Project	1	Wind	Foundation CA Fund VII Owner, LLC
62830	Taylor Farms Wind Project	1	Wind	Foundation CA Fund VII Owner, LLC
62831	Anheuser-Busch #2 Wind Project	1.85	Wind	Foundation CA Fund VII Owner, LLC
62834	RE Tranquillity 8 Amarillo	20	Photovoltaic	Great Valley Solar 4, LLC
62835	Portal Ridge Solar B	20	Photovoltaic	Portal Ridge Solar B, LLC
62836	West Riverside Landfill Solar Project	9.66	Photovoltaic	Lamb Energy Incorporated
62838	Georgia-Pacific Toledo - Steam Turbine Generators	31.225	Biomass	Georgia-Pacific Toledo LLC
62839	San Joaquin 1B FIT	1.5	Photovoltaic	GASNA 36P, LLC
62840	SR Solis Rocket, LLC	15.8	Photovoltaic	SR Solis Rocket, LLC
62841	SR Solis Oro Loma Teresina, LLC	20	Photovoltaic	CED Oro Loma Solar, LLC
62842	Putah Creek Solar Farm	2	Photovoltaic	Putah Creek Solar Farms LLC
62843	San Luis Energy Tower	1950	Solar Thermal Electric	Arizona Green Power LLC

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
62856	Cloverdale Solar Center, LLC	1	Photovoltaic	Cloverdale Solar Center, LLC
62857	Northwest Regional Renewable Energy Facility	3.2	Biomethane	WM Renewable Energy, LLC
62858	Desert Harvest Solar Project	80	Photovoltaic	Desert Harvest Solar, LLC
62859	Limon Wind III, LLC	200.6	Wind	NextEra Energy
62861	RE Mustang Two Barbaro	50	Photovoltaic	RE Mustang Two LLC
62862	RE Mustang 3	40	Photovoltaic	RE Mustang 3 LLC
62863	RE Mustang 4	30	Photovoltaic	RE Mustang 4 LLC
62864	Water Pollution Control Facility PV 1	1	Photovoltaic	City of Tulare
62866	Water Pollution Control Facility 1	1.293	Fuel Cell - Biomethane	City of Tulare
62867	Water Pollution Control Facility 2	0.45	Biomethane	City of Tulare
62868	Neenach Solar 1B South, LLC	1.5	Photovoltaic	Enerparc Solar Investments, LLC
62869	Sutter's Landing Park	1.322	Photovoltaic	CGY Sutter's Landing, LLC
62870	Beacon 1	56	Photovoltaic	Beacon Solar 1, LLC
62871	Beacon Solar 3, LLC	56	Photovoltaic	Beacon Solar 3, LLC
62872	Beacon 4	50	Photovoltaic	Beacon Solar 4, LLC
62873	California Flats North	130	Photovoltaic	California Flats Solar, LLC
62874	Solana Generating Station	280	Solar Thermal Electric	Arizona Solar One LLC
62878	Macho Springs Solar Project	50	Photovoltaic	Southern Turner Renewable Energy, LLC
62879	SKIC Solar II Facility	10	Photovoltaic	Algonquin SKIC 10 Solar, LLC
62881	SR Solis Vestal Herder, LLC	20	Photovoltaic	CED Ducor Solar 2, LLC
62882	SR Solis Vestal Almond, LLC	20	Photovoltaic	CED Ducor Solar 1, LLC
62883	SR Solis Vestal Fireman, LLC	20	Photovoltaic	CED Ducor Solar 4, LLC
62884	SR Solis Crown, LLC	15	Photovoltaic	CED Ducor Solar 3, LLC
62885	US Topco Soccer Center	3	Photovoltaic	Mound Solar Partnership XI, LLC
62886	North Fork Community Power, LLC	2	Biomass	Phoenix Energy
62887	WestGen, LLC	50	Wind	WestGen, LLC
62888	NLP Granger A82,	3	Photovoltaic	NLP Granger A82, LLC

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
	LLC			
62889	Don A. Campbell 2 Geothermal Energy Project	25	Geothermal	ORNI 37 LLC
62890	Colton Solar One, LLC	2.495	Photovoltaic	Colton Solar One LLC
62892	Blythe Mesa Solar Project	224	Photovoltaic	Renewable Resources Group, LLC
62893	CSE Arizona Facility	0.6	Biomethane	CSE Operating 1, LLC
62894	Stotz Southern Generation	0.6	Biomethane	Solar & Renewables Management, LLC
62895	Blue Mountain Electric Company	3.571	Biomass	Calaveras Healthy Impact Solutions
62897	Mesquite Solar 3	152	Photovoltaic	Mesquite Solar 3, LLC
62898	Phoenix c/o San Gorgonio Westwinds II, LLC	11.2	Wind	San Gorgonio Westwinds II, LLC
62899	Castor Solar	1.5	Photovoltaic	Green Light FIT 1, LLC
63015	70SM1	20	Photovoltaic	70SM1 8ME, LLC
63016	Midway Solar Farm II	30	Photovoltaic	96WI 8ME, LLC
63018	Sun Harvest Solar NDP1	1.5	Photovoltaic	Sun Harvest Solar, LLC
63020	Seville Solar Two, LLC	30	Photovoltaic	Seville Solar Two, LLC
63024	Crescent Dunes Solar Energy Project	110	Solar Thermal Electric	Tonapah Solar Energy, LLC
63026	Valentine Solar, LLC	111.2	Photovoltaic	Valentine Solar, LLC
63027	Tucannon River Wind Farm	266.8	Wind	Portland General Electric Company
63028	SEPV Dixieland East	2	Photovoltaic	Bakersfield Industrial PV 1 LLC
63029	SEPV Dixieland West	3	Photovoltaic	SEPV Imperial, LLC
63030	Dulles	2	Photovoltaic	Golden Solar LLC
63031	Freeway Springs	2	Photovoltaic	Freeway Springs, LLC
63032	Golden Springs Building F	1.33	Photovoltaic	Golden Springs Building F, LLC
63033	Golden Springs Building G	1.248	Photovoltaic	Golden Springs Development Company, LLC
63034	Golden Springs Building L	1	Photovoltaic	Golden Springs Building F, LLC
63052	Van Steyn Dairy Digester	0.225	Biomethane	John Galt Biogas LLC
63055	Biglow Canyon Wind Farm Phase 2	163.3	Wind	Portland General Electric Company
63056	Biglow Canyon Wind	161	Wind	Portland General Electric

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
	Farm Phase 3			Company
63057	Jacumba Solar	20	Photovoltaic	AEP Renewables, LLC
63059	RE Gaskell West 2 LLC	45	Photovoltaic	RE Gaskell West 2 LLC
63074	Riverside Public Utilities - Scheuer	3	Photovoltaic	Solar Star RPUWD, LLC
63076	Windpark Unlimited, 2	16.056	Wind	EUI Affiliate, LLC
63077	Little Rock Pham Solar	3	Photovoltaic	Little Rock Pham-Solar, LLC
63078	Fresno Solar South	1.5	Photovoltaic	Fresno Cogeneration Partners, LP
63079	Fresno Solar West	1.5	Photovoltaic	Fresno Cogeneration Partners, LP
63080	Badger 1 Solar	15	Photovoltaic	Desert Sky Solar LLC
63102	Rancho Seco Solar, LLC	10.88	Photovoltaic	Rancho Seco Solar, LLC
63107	Redwood 4 Solar Farm	20	Photovoltaic	54KR 8me LLC
63108	Springbok 3 Solar Farm	90	Photovoltaic	64KT 8ME, LLC
63110	Golden Hills B	42.96	Wind	Golden Hills Wind, LLC
63115	Golden Hills Interconnection, LLC	46	Wind	Golden Hills Interconnection, LLC
63116	Potrero Hills Energy Producers, LLC	8	Biomethane	Potrero Hills Energy Producers, LLC
63117	Hidden Hollow Energy	3.2	Biomethane	Hidden Hollow Energy LLC
63118	Little Bear Solar 1, LLC	40	Photovoltaic	Mama Bear, LLC
63120	Portal Ridge Solar A, LLC.	18.6	Photovoltaic	Portal Ridge A, LLC
63121	Windhub Solar A, LLC	20	Photovoltaic	EDP Renewables North America LLC
63122	Windhub Solar B, LLC	20	Photovoltaic	Windhub Solar B, LLC
63123	NRG Solar Blythe II LLC	20	Photovoltaic	NRG Solar Blythe II LLC
63124	Antelope DSR 2	5	Photovoltaic	Antelope DSR 2, LLC
63125	Antelope DSR 1	50	Photovoltaic	Antelope DSR 1, LLC
63126	Gillespie 1 Solar	15	Photovoltaic	RE Gillespie 1 LLC
63128	Solar Star California XLIV, LLC	9.5	Photovoltaic	Solar Star California XLIV, LLC
63129	Blythe Solar II, LLC	125	Photovoltaic	Blythe Solar II, LLC
63130	Blythe Solar III, LLC	136.798	Photovoltaic	Blythe Solar III, LLC
63131	Blythe Solar IV, LLC	125	Photovoltaic	Blythe Solar IV, LLC

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
63132	AVS Phase 2	3	Photovoltaic	AVS Phase 2, LLC
63133	Bayshore Solar A	20	Photovoltaic	Bayshore Solar A, LLC
63134	Bayshore Solar B	20	Photovoltaic	Bayshore Solar B, LLC
63135	Bayshore Solar C	20	Photovoltaic	Bayshore Solar C, LLC
63137	Java Solar LLC	14	Photovoltaic	Java Solar, LLC
63138	Bakersfield Industrial 1	1	Photovoltaic	Bakersfield Industrial PV 1, LLC
63139	Bakersfield 1	5.25	Photovoltaic	Bakersfield PV 1, LLC
63140	Manteca Land 1	1	Photovoltaic	Manteca PV 1, LLC
63141	Delano Land 1	1	Photovoltaic	Delano Land PV 1, LLC
63143	RB Inyokern Solar	20	Photovoltaic	R&L Capital, Inc.
63144	Solverde 1	85	Photovoltaic	Solverde 1, LLC
63145	Merced 1	3	Photovoltaic	GL Merced 2, LLC
63149	ABEC #2 LLC	1	Biomethane	ABEC #2 LLC
63150	ABEC #3 LLC	1	Biomethane	ABEC #3 LLC
63151	ABEC #4 LLC	1	Biomethane	ABEC #4 LLC
63152	Beacon 5	36.7	Photovoltaic	SUNE Beacon Site 5, LLC
63153	Beacon 2	44.9	Photovoltaic	SUNE Beacon Site 2, LLC
63156	South Fork Powerhouse and Boating Flow Release Facility Project	2.68	Conduit Hydroelectric	Sacramento Municipal Utility District (SMUD)
63159	10017 RGA2	1.75	Photovoltaic	Pristine Sun Fund 6, LLC
63160	SEPV Sierra	3	Photovoltaic	SEPV Sierra, LLC
63161	Utah Red Hills Renewable Park	80	Photovoltaic	Utah Red Hills Renewable Park, LLC
63162	Broadview Energy JN, LLC	181.7	Wind	Broadview Energy JN, LLC
63163	Eland 1 Solar Farm	200	Photovoltaic	68SF 8me LLC
63166	Solar Star California XLI, LLC	54	Photovoltaic	Solar Star California XLI, LLC
63167	Golden Fields Solar I, LLC	54	Photovoltaic	Golden Fields Solar I, LLC
63169	Eland 2 Solar Farm	200	Photovoltaic	69SV 8me LLC
63170	Long Ridge Solar Farm	300	Photovoltaic	33UI 8me LLC
63192	Elevation Solar C	40	Photovoltaic	Elevation Solar C LLC
63199	2245 Gentry	2.3	Photovoltaic	Pristine Sun Fund 6, LLC
63204	Saddleback Valley USD - El Toro HS at Lake Forrest	1	Photovoltaic	California PV Energy 2, LLC
63209	Carlota Copper Company	9	Photovoltaic	Carlota Copper Company

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
63211	Owens Valley Solar Project 5	3	Photovoltaic	Munro Valley Solar LLC
63212	Owens Valley Solar Project 11	1	Photovoltaic	Munro Valley Solar LLC
63213	Big Bear Landfill Solar	3	Photovoltaic	PVN Management, LLC
63217	Mesquite Solar North	60	Photovoltaic	Consolidated Edison Development, Inc.
63218	Mesquite Solar South	60	Photovoltaic	Consolidated Edison Development, Inc.
63219	Marin Carport-Buck Institute	1	Photovoltaic	Cottonwood Solar, LLC
63222	Coram Energy LLC (4.5 MW)	4.5	Wind	Coram Energy LLC., Brookfield Renewable Energy Group
63223	Coram Tehachapi, L.P.	6.525	Wind	Coram Tehachapi, L.P. Brookfield Renewable Energy Group
63224	Silicon Valley Clean Water	1.25	Biomethane	Silicon Valley Clean Water
63225	Willow Springs Solar 3	75	Photovoltaic	Portal Ridge A, LLC
63227	RE Gaskell West 1 LLC	20	Photovoltaic	RE Gaskell West 1 LLC
63228	San Geronio East	12.6	Wind	San Geronio Westwinds II, LLC
63229	Grady Wind Energy Center, LLC	220	Wind	Grady Wind Energy Center, LLC
63230	Sienna Solar Farm	200	Photovoltaic	99MT 8ME LLC
63260	Sunray Energy 3 LLC	13.8	Photovoltaic	Global Atlantic Financial Group
63261	Luning Energy	50	Photovoltaic	Luning Energy, LLC
63262	Voyager Wind I, LLC	131.1	Wind	Voyager Wind I, LLC
63264	Zero Waste Energy Development Company LLC	1.6	Biomethane	Green Waste Recovery Inc., and Zanker Road Resources Ltd.
63265	Madera 1	1.5	Photovoltaic	GL Madera, LLC
63268	Meikle Wind Energy Limited Partnership	184.6	Wind	Meikle Wind Energy Limited Partnership
63270	Napa Recycling Biomass Plant	2.344	Biomass	Napa Recycling & Waste Services, LLC
63271	Tule Wind	131.1	Wind	Tule Wind LLC
63272	Waterman Turnout Hydroelectric Station	1	Conduit Hydroelectric	San Bernardino Valley Municipal Water District
63273	Perdue Hydroelectric Station	0.634	Conduit Hydroelectric	Sweetwater Authority

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
63274	Vaughn Solar	2	Photovoltaic	CFW Solar X LLC
63278	Amador Water Authority - Tanner Hydroelectric Facility	0.177	Conduit Hydroelectric	Amador Water Authority
63279	8.5 MW MCE Richmond Solar PV Project	8.5	Photovoltaic	Marin Clean Energy
63280	2 MW MCE Richmond Solar PV Project	2	Photovoltaic	Marin Clean Energy
63281	RE Tranquillity 8 Azul	20	Photovoltaic	Great Valley Solar 3, LLC
63282	Great Valley Solar 1	100	Photovoltaic	Great Valley Solar 1, LLC
63283	California Department of Public Health at Richmond	2.465	Photovoltaic	California PV Energy 2, LLC
63285	Department of General Services-Franchise Tax Board at Sacramento	2.66	Photovoltaic	California PV Energy 2, LLC
63290	Grandsen Hydro	0.434	Conduit Hydroelectric	Calleguas Municipal Water District
63291	Maricopa East 2	10	Photovoltaic	Maricopa East Solar PV 2, LLC
63293	Notch Peak Solar, LLC	324	Photovoltaic	Notch Peak Solar, LLC
63303	Green Beanworks C	3	Photovoltaic	Green Beanworks C, LLC
63304	Green Beanworks D	3	Photovoltaic	Green Beanworks D LLC
63315	Division Solar	5.5	Photovoltaic	Division Solar, LLC
63316	Baltazor	37	Geothermal	Omat Technologies
63317	North Valley	37	Geothermal	ORNI 36 LLC
63318	Carson Lake	37	Geothermal	ORNI 16 LLC
63319	Tungsten Mountain	37	Geothermal	Ormat Technologies
63320	Dixie Meadows	37	Geothermal	Orni 32 LLC
63321	Maverick Solar, LLC	125	Photovoltaic	EDF Renewable Energy
63324	Mountain Empire Community Solar (MECSG)	2	Photovoltaic	Colemko, LLC
63325	CLK Communnity Solar	2	Photovoltaic	Colemko, LLC
63328	Pavant Solar	50	Photovoltaic	Pavant Solar, LLC
63329	Enterprise Solar	80	Photovoltaic	Enterprise Solar, LLC
63335	2275 Hattesen	1.88	Photovoltaic	Pristine Sun Fund 6, LLC
63337	2267 Estrella	1.04	Photovoltaic	Pristine Sun Fund 6, LLC

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
63338	Alite-Alite	24	Wind	Terra-Gen Power LLC
63339	Verwey-Madera Dairy Digester Genset #1	0.6	Biomethane	Philip Verwey Farms
63340	Carousel Wind Farm, LLC	149.655	Wind	Carousel Wind Farm, LLC
63341	Westmont 400B	2.187	Photovoltaic	SunE LADWP, LLC
63342	Westmont 300B	2.998	Photovoltaic	Westmont Solar I, LLC
63343	Westmont 300A	2.998	Photovoltaic	SunE LADWP 2, LLC
63344	Westmont 301	1.796	Photovoltaic	Westmont Solar I, LLC (fka SunE LADWP, LLC)
63345	Westmont 400A	2.287	Photovoltaic	Westmont Solar II, LLC (formerly known as SunE LADWP 2, LLC)
63346	Westmont 401	2.854	Photovoltaic	Westmont Solar II, LLC (fka SunE LADWP 2, LLC)
63347	Open Sky Ranch Dairy Digester Genset #1	0.8	Biomethane	Open Sky Ranch Inc.
63348	Verwey-Hanford Dairy Digester Genset #1	1	Biomethane	Philip Verwey Farms
63349	USPS FiT 2A	2.893	Photovoltaic	USPS LA Solar FiT A, LLC
63350	USPS Fit 2B	2.835	Photovoltaic	Hecate Energy Fit "B" LLC
63351	USPS FiT 1A	1.67	Photovoltaic	USPS LA Solar FiT A, LLC
63352	USPS Fit 1B	3.211	Photovoltaic	Hecate Energy Fit "B" LLC
63353	Livermore Community Solar Farm, LLC	3	Photovoltaic	Livermore Community Solar Farm, LLC
63354	OES Biogas Power	2.6	Biomethane	Organic Energy Solutions, Inc.
63358	Latigo Wind Park	62.1	Wind	Latigo Wind Park, LLC
63361	Wilsona	40	Photovoltaic	Hecate Energy, Palo Alto LLC
63362	McGinness Hills 3	74	Geothermal	Orni 41 LLC
63363	New York Canyon	30	Geothermal	Orni 35 LLC
63364	Ruby Valley	40	Geothermal	Orni 53 LLC
63365	Dixie Comstock	35	Geothermal	Orni 38 LLC
63366	Horsehaven	30	Geothermal	Orni 28 LLC
63367	Coyote Canyon	30	Geothermal	Ormat Nevada Inc
63368	Humboldt Farm	30	Geothermal	Ormat Nevada Inc
63369	Desert Queen	35	Geothermal	Ormat Nevada Inc
63370	Rye Valley	30	Geothermal	Ormat Nevada Inc
63371	Alum	30	Geothermal	Ormat Nevada Inc

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
63372	Open Sky Ranch Dairy Digester #2	0.8	Biomethane	Open Sky Power LLC
63374	Verwey-Hanford Dairy Digester Genset #2	1.03	Biomethane	Hanford Renewable Energy LLC
63375	Lone Oak Dairy Digester	1.028	Biomethane	Lone Oak Energy LLC
63380	Verwey-Madera Dairy Digester Genset #2	0.8	Biomethane	Philip Verwey Farms
63381	Verwey-Hanford Dairy Digester Genset #3	1.03	Biomethane	Hanford Renewable Energy LLC
63419	CalCity Solar I LLC	2.99	Photovoltaic	CalCity Solar I LLC
63420	SunAnza Solar Project	2	Photovoltaic	Sierra Southwest Cooperative Services, Inc.
63422	Dixie Meadows 2	37	Geothermal	ORNI 32 LLC
63433	Tungsten Mountain 2	37	Geothermal	ORNI 43 LLC
63434	Spanish Fork Wind Park 2 LLC	18.9	Wind	NRG Energy
63436	Great Valley Solar 2	60	Photovoltaic	Great Valley Solar 2, LLC
63437	Desert Peak 2	25	Geothermal	ORNI 3 LLC
63447	Simcoe Solar, LLC	20	Photovoltaic	CD Global Solar II ID Holdings, LLC
63448	Orchard Ranch Solar, LLC	20	Photovoltaic	CD Global Solar II ID Holdings, LLC
63449	Murphy Flat Power, LLC	20	Photovoltaic	CD Global Solar II ID Borrower, LLC
63450	American Falls Solar II, LLC	20	Photovoltaic	CD Global Solar II ID Holdings, LLC
63451	American Falls Solar, LLC	20	Photovoltaic	CD Global Solar II ID Holdings, LLC
63454	Apache Solar Project	20	Photovoltaic	Sierra Southwest Cooperative Services, Inc.
63458	Pavant Solar II LLC	50	Photovoltaic	PSEG Solar Source, LLC
63465	Pasha Green Omni Terminal Project	1	Photovoltaic	Pasha Stevedoring & Terminals LP
63476	Galena 2	13.5	Geothermal	Steamboat Hills LLC
63477	BC Solar	8	Photovoltaic	PSEG Solar Source, LLC
63547	Syracuse Solar	20	Photovoltaic	Tours Solar, LLC
63548	Tours Solar	20	Photovoltaic	Tours Solar, LLC
63550	Techren Solar II	200	Photovoltaic	Techren Solar II LLC
63553	Pioneer Wind Park I	85.1	Wind	Pioneer Wind Park I
63558	Strauss Wind, LLC	99	Wind	Strauss Wind, LLC
63560	ID Solar 1, LLC	40	Photovoltaic	ID Solar 1, LLC

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
63562	Warriors	40	Photovoltaic	SF Warriors, LLC
63569	Midway IV Solar Farm	50	Photovoltaic	Solar Frontier Midway IV, LLC
63570	Laurel Solar Farm	360	Photovoltaic	90FI 8me LLC
63572	Nider Solar Farm	400	Photovoltaic	86RS 8me LLC
63573	Foundation Scheid Vineyards Wind Facility	1.85	Wind	Foundation CA Fund VIII Owner, LLC
63574	Foundation CDCR LAC Wind Facility	1.85	Wind	Foundation CA Fund VIII Owner, LLC
63581	Antelope Expansion 1b	17	Photovoltaic	Antelope Expansion 1B, LLC
63599	IVC Solar	2.54	Photovoltaic	GL IVC Solar, LLC
63600	Valencia 1 Solar	3	Photovoltaic	Green Light FIT 2, LLC
63608	Three Peaks Power, LLC	80	Photovoltaic	Global Atlantic Financial Group
63612	Ramona Solar Energy	4.32	Photovoltaic	San Diego Gas & Electric
63614	Luna Valley Solar	200	Photovoltaic	Clearway Energy Group
63617	RE Gaskell West 4 LLC	20	Photovoltaic	RE Gaskell West 4 LLC
63618	RE Gaskell West 5 LLC	20	Photovoltaic	RE Gaskell West 5 LLC
63619	RE Gaskell West 3 LLC	20	Photovoltaic	RE Gaskell West 3 LLC
63620	Wintec Palm	5.93	Wind	Wintec Energy, Ltd.
63622	Escalante Solar I	80	Photovoltaic	Escalante Solar I, LLC
63623	Alamo Springs Solar	130	Photovoltaic	Clearway Energy
63650	Pond 5	2	Photovoltaic	Pristine Sun Fund 8, LLC
63651	Redwood Renewable Energy	3.92	Biomethane	WM Renewable Energy, LLC
63658	Mesa Canyons Wind	1100	Wind	Mesa Canyons Wind LLC
63661	RE Scarlet	400	Photovoltaic	RE Scarlet LLC
63662	RE Slate	300	Photovoltaic	RE Slate LLC
63666	Antelope DSR 3	20	Photovoltaic	Antelope DSR 3, LLC
63668	Escalante Solar II	80	Photovoltaic	Escalante Solar II, LLC
63669	Escalante Solar III	80	Photovoltaic	Escalante Solar III, LLC
63670	Granite Mountain Solar East	80	Photovoltaic	Granite Mountain Solar East, LLC
63671	Granite Mountain Solar West	50.4	Photovoltaic	Granite Mount Solar West, LLC
63672	Iron Springs Solar	80	Photovoltaic	Iron Springs Solar, LLC
63673	Avalon Dairy Digester	1	Biomethane	Johnathan Cockroft
63674	Still Water Ranch Dairy Digester	1	Biomethane	David te Velde

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
63677	Lakeshore Dairy Digester	0.8	Biomethane	Lakeshore Dairy Digester
63679	Van Beek Brothers Dairy Digester	0.8	Biomethane	Timothy Van Beek, SP
63682	Foothill Feeder Power Plant	9.04	Conduit Hydroelectric	Metropolitan Water District of Southern California
63683	Pacific Rim Dairy Digester Genset #1	1	Biomethane	Carson TeVelde
63684	Voyager Wind 4	21.6	Wind	Voyager Wind II, LLC
63685	Voyager Wind 3	43.2	Wind	Voyager Wind II, LLC
63686	Voyager Wind 2	128.7	Wind	Voyager Wind II, LLC
63687	Hudson Solar I	85	Photovoltaic	Hudson Solar I LLC
63688	Eagle Creek Solar	3	Photovoltaic	Apex Eagle Creek, LLC
63689	Green Beanworks B, LLC	3	Photovoltaic	Green Beanworks B, LLC
63692	Gala Solar Project	56.25	Photovoltaic	Solar Star Oregon II, LLC
63693	Central 40	40	Photovoltaic	Soon Kwon
63702	Lavio Solar, LLC	1	Photovoltaic	Lavio Solar, LLC
63703	Stage Gulch Solar, LLC	1	Photovoltaic	Stage Gulch Solar, LLC
63709	Kompogas SLO LLC	0.853	Biomass Conversion	Kompogas SLO LLC
63713	Antelope Valley Solar	3.75	Photovoltaic	Mound Solar Partnership XI, LLC
63727	5149 Lancaster Energy - 3MW	3	Photovoltaic	5149 Lancaster Energy, LLC
63730	RE Mustang Two Whirlaway	100	Photovoltaic	RE Mustang Two Whirlaway LLC
63732	Daggett Solar Power 1 LLC	144	Photovoltaic	Clearway Energy Group
63742	Golden Fields Solar VI	60	Photovoltaic	Golden Fields Solar VI, LLC
63743	Golden Fields Solar V, LLC	20	Photovoltaic	Golden Fields Solar V, LLC
63755	IP Athos	250	Photovoltaic	Intersect Power Renewable Energy Holdings
63756	Berths 54-55	1.191	Photovoltaic	USPS LA Solar FiT A, LLC (fka Hecate Energy FiT "A" LLC)
63757	Building 8 – Ardagh Cannery	1.208	Photovoltaic	USPS LA Solar FiT B, LLC (fka Hecate Energy FiT "B" LLC)
63759	Berths 153, 154-155	1.061	Photovoltaic	USPS LA Solar FiT A, LLC
63762	Rubita	100	Photovoltaic	SF Rubita, LLC
63763	Sky River Wind	62.7	Wind	NextEra Energy Resources

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
	Energy Center			
63778	San Pablo Raceway, LLC	100	Photovoltaic	San Pablo Raceway, LLC
63787	USG1	1	Photovoltaic	Green Light Plaster City Solar, LLC
63788	USG 2	1	Photovoltaic	GLE Imperial, LLC
63789	Sheep Creek Road Solar Facility Project	3	Photovoltaic	Phelan Solar LLC
63799	Whitegrass No. 1	5.2	Geothermal	Whitegrass No. 1, LLC
63819	OR Solar 5, LLC	8	Photovoltaic	OR Solar 5, LLC
63820	OR Solar 8, LLC	10	Photovoltaic	OR Solar 8, LLC
63821	OR Solar 3, LLC	10	Photovoltaic	OR Solar 5, LLC
63822	OR Solar 6, LLC	10	Photovoltaic	OR Solar 6, LLC
63823	Tumbleweed Solar LLC	9.9	Photovoltaic	Tumbleweed Solar LLC
63824	Cruise Terminal	1.25	Photovoltaic	USPS LA Solar FIT "B", LLC
63825	Chiloquin Solar LLC	9.9	Photovoltaic	Chiloquin Solar LLC
63828	Catalina Express	1.185	Photovoltaic	USPS LA Solar FIT "A", LLC
63829	Marina South	1.177	Photovoltaic	USPS LA Solar FIT "A", LLC
63830	Foundation Mann Packing Wind Facility	1.79	Wind	Foundation CA Fund IX Owner, LLC
63831	Foundation CDCR SVSP Wind Facility	1.79	Wind	Foundation CA Fund IX Owner, LLC
63832	Foundation CDCR CTF Wind Facility	1.79	Wind	Foundation CA Fund IX Owner, LLC
63833	Wister Solar	20	Photovoltaic	ORNI 33 LLC
63834	9133440-CA	1	Photovoltaic	GS Direct, LLC
63846	Sun Valley 1	1.924	Photovoltaic	AES LA FiT Sun Valley
63854	Antelope Expansion 2	105	Photovoltaic	Antelope Expansion 2, LLC
63857	Aramis	100	Photovoltaic	IP Aramis, LLC
63862	GSRE Turk Island Solar	3	Photovoltaic	Golden State Renewable Energy
63863	GSRE Union Pipe Solar	1	Photovoltaic	Golden State Renewable Energy
63864	Jackpot Solar West, LLC	20	Photovoltaic	Alternative Power Development Northwest, LLC
63865	Jackpot Solar East, LLC	20	Photovoltaic	Alternative Power Development Northwest, LLC

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
63866	Jackpot Solar South, LLC	20	Photovoltaic	Alternative Power Development Northwest, LLC
63867	Jackpot Solar North, LLC	20	Photovoltaic	Alternative Power Development Northwest, LLC
63868	Jackpot Solar Annex, LLC	20	Photovoltaic	Alternative Power Development Northwest, LLC
63869	Carter Solar One, LLC	20	Photovoltaic	Alternative Power Development Northwest, LLC
63870	Franklin Solar, LLC	120	Photovoltaic	Duke Energy Renewables
63879	GJ TeVelde Ranch Energy LLC	0.8	Biomethane	Carson te Velde
63887	Buena Vista Solar A	2	Photovoltaic	Wildcat Renewables, LLC
63888	Larkin Valley Solar	3	Photovoltaic	Wildcat Renewables, LLC
63896	Drew Solar	100	Photovoltaic	Drew Solar, LLC
63907	Sand Hill B	17.5	Wind	Sand Hill B, LLC
63908	Sand Hill C	80	Wind	Sand Hill C, LLC
63909	Sand Hill A	13	Wind	Sand Hill A, LLC
63910	Rooney Ranch	19	Wind	Sand Hill A, LLC
63915	Turquoise Liberty Solar	10	Photovoltaic	Turquoise Liberty ProjectCo LLC
63917	Osprey Solar	2	Photovoltaic	ReneSola Power Holdings, LLC
63918	Blue Lake Solar	1.1	Photovoltaic	ReneSola Power Holdings, LLC
63934	Calligan Creek Hydroelectric Project	6	Small Hydroelectric	Public Utility District No. 1 of Snohomish County
63935	Hancock Creek Hydroelectric Project	6	Small Hydroelectric	Public Utility District No. 1 of Snohomish County
63936	DOJ Broadway	2.442	Photovoltaic	FAE Solano, LLC
63940	Mesa East Solar Facility	1.9	Photovoltaic	JATON LLC
63941	Mule Creek SP PV	2.1252	Photovoltaic	FAE Solano, LLC
63942	Calipatria SP PV	6	Photovoltaic	FAE Solano, LLC
63943	Mesa West Solar Facility	1.5	Photovoltaic	JATON LLC
63944	Centinela SP PV	6	Photovoltaic	FAE Solano, LLC
63945	CIW PV	1	Photovoltaic	FAE Atascadero, LLC
63946	Ava Elizabeth	1.62	Photovoltaic	FOREFRONT POWER
63947	West Jayne	5	Photovoltaic	FOREFRONT POWER
63950	Forefront C2	2.09	Photovoltaic	FOREFRONT POWER

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
63954	Chalan Solar + Storage Project	65	Photovoltaic	Origis Operating Services, LLC
63955	Summit Wind Repower	57.5	Wind	Altamont Winds LLC
63957	San Luis West Solar Project	125	Photovoltaic	San Luis West Solar, LLC
63968	Feedyard	5	Photovoltaic	FOREFRONT POWER
63974	Daggett Solar Power 2 LLC	182	Photovoltaic	Clearway Energy Group
63975	Daggett Solar Power 3 LLC	300	Photovoltaic	Clearway Energy Group
63976	SP Solar 6, LLC (Colton)	2.2	Photovoltaic	Pine Gate Renewables, LLC
63977	SP Solar 7, LLC	2.2	Photovoltaic	Pine Gate Renewables, LLC
63978	High Desert Solar Power	108	Photovoltaic	HDSI, LLC
63984	NorWest Energy 14, LLC (Grand Ronde)	2.2	Photovoltaic	Pine Gate Renewables, LLC
63986	SP Solar 5, LLC (Mill Creek)	2.2	Photovoltaic	Pine Gate Renewables, LLC
63987	VS Dedeaux Solar	1.217	Photovoltaic	VS Dedeaux Solar, LLC
63988	SP Solar 1, LLC (Interstate)	2.2	Photovoltaic	Pine Gate Renewables, LLC
63990	DeSoto Solar	1.156	Photovoltaic	TGC DeSoto Ave, LLC
63992	Diamond H Dairy Power	2.028	Biomethane	Madera DP 2
63993	Sheep Solar, LLC	2.2	Photovoltaic	Pine Gate Renewables, LLC
63994	SP Solar 8, LLC (Valley Creek)	2.2	Photovoltaic	Pine Gate Renewables, LLC
63995	Preferred Freezer-Wilmington	1	Photovoltaic	TGC III FiT LA LLC
64003	Pistachio Road	4.8	Photovoltaic	FOREFRONT POWER
64004	Rocha	2	Photovoltaic	FOREFRONT POWER
64005	Elbe Solar Center	10	Photovoltaic	GCL New Energy, Inc.
64006	Highway 43	2.25	Photovoltaic	FOREFRONT POWER
64007	Beard	2.225	Photovoltaic	FOREFRONT POWER
64008	Kern Sunset	2.4	Photovoltaic	FOREFRONT POWER
64009	Nachtigall	4.66	Photovoltaic	FOREFRONT POWER
64010	Terry	5	Photovoltaic	FOREFRONT POWER
64011	Raceway	300	Photovoltaic	Sustainable Power Group, LLC
64012	Baldy Mesa	215	Photovoltaic	Sustainable Power Group LLC
64015	Pennask WInd Farm	15	Wind	Zero Emissions Pennask Limited Partnership

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
64016	Energia Sierra Juarez Wind Project Expansion	108	Wind	Energia Sierra Juarez, S. de R.L. de C.V.
64030	RE Crimson LLC	350	Photovoltaic	RE Crimson LLC
64031	Silverton Solar, LLC	2.2	Photovoltaic	Pine Gate Renewables, LLC
64032	Little Bear Solar 3, LLC	20	Photovoltaic	Mama Bear, LLC
64033	Little Bear Solar 4, LLC	50	Photovoltaic	Mama Bear, LLC
64034	Little Bear Solar 5, LLC	50	Photovoltaic	Mama Bear, LLC
64037	Woodline Solar, LLC	8	Photovoltaic	Pine Gate Renewables, LLC
64038	Adams Solar Center	10	Photovoltaic	GCL New Energy, Inc.
64040	Luciana	55.83	Photovoltaic	Tulare Solar Center LLC
64041	Shinish Creek Wind Farm	15	Wind	Zero Emissions Shinish Creek Limited Partnership
64042	LaBrisa Wind Project	9	Wind	EDF Renewable Windfarm V, Inc.
64043	NorWest Energy 7, LLC (Eagle Point)	9.9	Photovoltaic	Pine Gate Renewables, LLC
64049	Balboa I Solar (FiT)	2.3976	Photovoltaic	8500 Balboa PV, LLC
64054	Normandie Solar (FiT)	2.5641	Photovoltaic	20333 Normandie PV, LLC
64055	Plummer Solar (FiT)	1.4652	Photovoltaic	20701 Plummer PV, LLC
64081	EMWD - Sun City RWRf	1	Photovoltaic	Eastern Municipal Water District
64082	JVR Energy Park	90	Photovoltaic	JVR Energy Park, LLC
64086	CAW Highland Tank Pressure Reduction Turbine Generator	0.177	Conduit Hydroelectric	California-American Water
64095	Antelope Expansion 3A	15	Photovoltaic	sPower
64096	Antelope Expansion 3B	5	Photovoltaic	sPower
64097	Pastoria Solar	105	Photovoltaic	Pastoria Solar Energy Company, LLC
64099	CSP Solano	4.92	Photovoltaic	FAE Solano, LLC
64102	Titan Solar 1, LLC	70	Photovoltaic	Titan Solar 1, LLC
64103	Munchkin 1	2.461	Photovoltaic	MicroGrid Systems 3, LLC
64104	Munchkin 2	1.034	Photovoltaic	MicroGrid Systems 3, LLC
64105	Hansen Dam Horse Park	2.8	Photovoltaic	MicroGrid Systems 4, LLC
64106	Discovery LA 2	3.639	Photovoltaic	MicroGrid Systems 5, LLC
64107	McFarland Solar	500	Photovoltaic	sPower Development Company, LLC

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
64110	Tumbleweed Solar	125	Photovoltaic	Tandy McMannes
64112	WOF CA LBH PROJECT LLC	2.84	Biomass	WOF CA LBH PROJECT LLC
64113	Hastings	25	Photovoltaic	Enerparc Solar Development, LLC
64114	Tyre	55	Photovoltaic	Enerparc Solar Development, LLC
64115	SEPV Barbara	3	Photovoltaic	SEPV Cuyama/Michael Stern
64116	Wildcat Renewables, LLC-Lake Herman Solar	5	Photovoltaic	Aaron Halimi
64119	Cameron	2.4	Photovoltaic	FOREFRONT POWER
64120	CARRIERETECH ENERGY PARTNERS	0.99	Biomass	CARRIERETECH ENERGY PARTNERS LLC
64121	Ruann Dairy Digester	0.55	Biomethane	Patrick Maddox
64123	BART Antioch Onsite Solar Project	1	Photovoltaic	Tesla Energy Operation, Inc.
64125	Kecks Road Solar Facility Project	2	Photovoltaic	JATON LLC
64126	Westlands Almond, LLC	19.88	Photovoltaic	Westlands Almond, LLC
64127	La Brea Regulator Station Hydroelectric project	0.1	Conduit Hydroelectric	InPipe Energy Inc.
64128	WOF CA COLUSA PROJECT LLC	2.84	Biomass	WOF CA COLUSA PROJECT LLC
64129	Port Chicago Solar	3	Photovoltaic	Alex Zhu
64130	Central Marin Sanitation Agency Cogeneration Facility	0.75	Biomethane	Central Marin Sanitation Agency
64131	Kecks Road Solar Facility - Phase 2	4	Photovoltaic	JATON LLC
64158	IP Athos II	200	Photovoltaic	Intersect Power Renewable Energy Holdings
64160	Sweetwater Solar, LLC	80	Photovoltaic	Sweetwater Solar, LLC
64162	San Ramon Solar	1.5	Photovoltaic	Alex Zhu
64163	Citizens Imperial Solar, LLC	30	Photovoltaic	Citizens Imperial Solar, LLC
64164	Eagle Shadow Mountain Solar Farm	300	Photovoltaic	325MK 8me LLC
64165	Reclaimed Wind LLC	90	Wind	Clearway Energy Group
64166	Valencia 2	3	Photovoltaic	GL Valencia 2, LLC
64167	Valencia 3	3	Photovoltaic	Imperial Water Ventures,

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
				LLC
64169	Carthage	55	Photovoltaic	Enerparc Solar Development, LLC
64170	Hydaspes	40	Photovoltaic	Enerparc Solar Development, LLC
64171	Bear Creek Solar Center	10	Photovoltaic	Joey Cao
64172	Bly Solar Center	8.5	Photovoltaic	Joey Cao
64177	Gonzales Winery Solar, LLC - Constellation Wines	1	Photovoltaic	Pacific Power Renewables, Inc.
64203	HL Solar	7.625	Photovoltaic	HL SOLAR LLC
64205	Sage I Solar, LLC	20	Photovoltaic	Sage I Solar, LLC
64214	Quichapa 1, LLC	3	Photovoltaic	Trevor Evans
64215	Quichapa 3, LLC	3	Photovoltaic	Trevor Evans
64216	Quichapa 2, LLC	3	Photovoltaic	Trevor Evans
64255	VS RXI Wilmington LLC - 301-445 S. Figueroa Street	1.012	Photovoltaic	VS RXI Wilmington LLC
64258	Rabbitbrush Solar	90	Photovoltaic	Tandy McMannes
64275	Driftwood Stella	200	Photovoltaic	EDP Renewables North America LLC
64276	Las Camas 1	100	Photovoltaic	EDP Renewables North America LLC
64277	Sandrini Sol 2	200	Photovoltaic	EDP Renewables North America LLC
64278	Sonrisa	200	Photovoltaic	EDP Renewables North America LLC
64279	Sandrini Sol 1	100	Photovoltaic	EDP Renewables North America LLC
64280	Las Camas 3	100	Photovoltaic	EDP Renewables North America LLC
64287	Moose Lake Wind Project	15	Wind	Boralex Inc
64292	Star Peak Geothermal	14	Geothermal	Star Peak Geothermal LLC
64305	NorWest Energy 9, LLC	6	Photovoltaic	NorWest Energy 9, LLC
64306	Mora Drop Hydro	1.7	Conduit Hydroelectric	Riverside Hydro LLC
64307	NorWest Energy 4, LLC	4.8	Photovoltaic	NorWest Energy 4, LLC
64315	Chaparral Solar, LLC	115	Photovoltaic	Chaparral Solar, LLC
64316	Deer Creek Solar I LLC	50	Photovoltaic	Deer Creek Solar I LLC
64317	Calcite Solar I LLC	100	Photovoltaic	Calcite Solar I LLC

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
64321	Mohave County Wind Farm LLC	350	Wind	Mohave County Wind Farm Holdings, LLC
64323	Atascadero State Hospital	1.1388	Photovoltaic	FAE Atascadero, LLC
64324	Arena Drop Hydro	0.45	Conduit Hydroelectric	Riverside Investments LLC
64325	North Gooding Main Hydro	1.3	Conduit Hydroelectric	North Gooding Main Hydro LLC
64326	Fargo Drop Hydro	1.1	Conduit Hydroelectric	Riverside Investments LLC
64329	Desert Harvest II	70	Photovoltaic	Desert Harvest II, LLC
64330	Maverick Solar 4, LLC	100	Photovoltaic	EDF Renewable Energy
64331	Maverick Solar 6, LLC	100	Photovoltaic	EDF Renewables Development, Inc
64332	Maverick Solar 7, LLC	132	Photovoltaic	EDF Renewables Development, Inc.
64340	Rancho California Water District - RCWD	4.4	Photovoltaic	Rancho California Water District
64350	Tulare BioMat Fuel Cell	2.8	Fuel Cell - Biomethane	Central CA Fuel Cell 2 LLC
64352	Sun Streams 2	150	Photovoltaic	Sun Streams 2, LLC
64353	Vulcan Solar	250	Photovoltaic	Candela Renewables
64370	Six Flags Discovery Kingdom	6.33	Photovoltaic	SFDK Solar, LLC
64433	Raft River	18	Geothermal	RAFT RIVER ENERGY I LLC
64434	Camp SLO	1.222	Photovoltaic	FAE Camp SLO, LLC
64435	Chuckawalla	2.1	Photovoltaic	FAE Chuckawalla, LLC
64436	CSP Los Angeles	2.41	Photovoltaic	FAE Los Angeles, LLC
64437	Kern Valley SP	2.95	Photovoltaic	FAE Kern Valley, LLC
64438	Ventura YCF	1.25	Photovoltaic	FAE Ventura, LLC
64439	Ironwood SP	1.05	Photovoltaic	FAE Ironwood, LLC
64440	Baldwin Park USD - Sierra Vista HS at Baldwin Park	1.01	Photovoltaic	California PV Energy 3, LLC
64466	Sierra Pacific Industries (2042-RD)	8.418	Photovoltaic	Sierra Pacific Industries
64468	CE&P Imperial Valley 1	34.35	Biomass	California Ethanol + Power, LLC
64478	Dole Fresh Vegetables Wind Project	5.6	Wind	Foundation CA Fund X Owner, LLC

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
64492	County San Diego - CCA at EMDF at San Diego	3.26	Photovoltaic	California PV Energy 3, LLC
64493	County San Diego - North County Regional Center at Vista	1.99	Photovoltaic	California PV Energy 3, LLC
64508	Point Wind	64.5	Wind	Tehachapi Plains Wind, LLC
64519	Techren III Solar LLC	25	Photovoltaic	Techren Solar III LLC
64520	Techren V Solar LLC	50	Photovoltaic	Techren V Solar LLC
64521	Techren IV Solar LLC	25	Photovoltaic	Techren IV Solar LLC
64522	Oasis Alta	14.4	Wind	Oasis Alta, LLC
64525	City of Long Beach - New Airport Garage Lot B at Long Beach	2.38	Photovoltaic	California PV Energy 3, LLC
64530	City of Long Beach - Parking & Electrical Yard at Long Beach	2.38	Photovoltaic	California PV Energy 3 LLC
64534	WW1 Monolith 1	21.6	Wind	Wind Wall 1 LLC
64535	WW1 Monolith 2	25.2	Wind	Wind Wall 1 LLC
64536	Byron Highway Solar	5	Photovoltaic	RPCA Solar 3, LLC
64537	Sage III Solar, LLC	17.6	Photovoltaic	Sage III Solar, LLC
64540	Wildflower Solar 1, LLC	13	Photovoltaic	Lightsource BP
64548	Sage II Solar, LLC	20	Photovoltaic	Sage II Solar, LLC
64551	ACC Renewable Resources	3.6	Biomass	ACC Renewable Resources, LLC
64553	Aquamarine Westside, LLC	250	Photovoltaic	Aquamarine Westside, LLC
64554	Gonzalez	1.75	Photovoltaic	FOREFRONT POWER
64555	Golden Fields Solar III, LLC	192	Photovoltaic	Gopal Bhushan
64560	Camptonville Biopower 1	5	Biomass	Forest Biomass Business Center
64561	Westwood Power & Carbon Sequestration Company	3	Biomass	LandGas Technology, LLC
64563	Meyers Falls 1910 Hydroelectric Project	0.3	Small Hydroelectric	Hydro Technology Systems, Inc.
64564	Sun Streams 4	150	Photovoltaic	Sun Streams 4, LLC
64566	Collins Small Bioenergy	5	Biomass	Collins Pine Company
64567	GLP -1580 Francisco St - LADWP	1.155	Photovoltaic	VS LADWPGLP Francisco, LLC

RPS ID	Facility Name	Nameplate Capacity	Technology	Facility Owner
64568	Sun Streams Expansion	385	Photovoltaic	Sun Streams Expansion, LLC
64575	County Road 18	4	Photovoltaic	County Road 18 Solar, LLC
64589	RXI - 9120 Mason Ave. - LADWP	2.1016	Photovoltaic	VS RXI Mason-Chatsworth, LLC
64593	Coachella Hills	61.2	Wind	Coachella Hills Wind, LLC
64595	Cahn Solar	29.75	Photovoltaic	Solar Star Lost Hills, LLC
64598	South Peak Wind, LLC	79.96	Wind	Allete Clean Energy
64600	North Kern State Prison Phase II	4.058	Photovoltaic	SunE P11L Holdings, LLC
64602	Canyon View Estates	2	Photovoltaic	Kerry Seidenglana
64603	Eagle Creek 2 Solar	3	Photovoltaic	Apex Eagle Creek 2, LLC
64643	CA - Mariani Packing - Vacaville	1	Photovoltaic	Longroad Energy Management, LLC

APPENDIX H
TO THE
POWER PURCHASE AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
and
COSO GEOTHERMAL POWER HOLDINGS, LLC

QUALIFIED OPERATORS

The following Persons, as known to Buyer and Seller and commonly known as of the Effective Date by the following trade names:

1. Berkshire Hathaway / MidAmerican
2. Calpine
3. Cyrq
4. Engie
5. Harbert
6. Middle River Power
7. NAES
8. Ormat

APPENDIX I
TO THE
POWER PURCHASE AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
and
COSO GEOTHERMAL POWER HOLDINGS, LLC
REAL PROPERTY AGREEMENTS

1. Contract N68711-05-C-0001, Geothermal Resource Development, dated November 1, 2004, by and between the United States of America, acting by and through the Secretary of the Navy and China Lake Joint Venture, as amended as of November 2, 2015, as assigned pursuant to the following assignment agreements: Agreement of Transfer and Assignment (Navy I lands), dated November 1, 2004, between China Lake Joint Venture and Coso Finance Partners; Agreement of Transfer and Assignment (Navy II lands), dated November 1, 2004, between China Lake Joint Venture and Coso Energy Developers; Agreement of Transfer and Assignment (Navy II lands and BLM Easement), dated November 1, 2004, between Coso Energy Developers and Coso Power Developers; Agreement of Transfer and Assignment (Navy II Transmission Line), dated November 1, 2004, between Coso Power Developers and Coso Transmission Line Partners; Agreement of Transfer and Assignment (BLM Transmission Line), dated November 1, 2004, between Coso Energy Developers and Coso Transmission Line Partners as consented to by that certain Consent to Assignment, dated November 1, 2004, between China Lake Joint Venture and the United States of America, acting by and through the Secretary of the Navy; the Agreement of Transfer and Assignment, dated December 7, 2007, among China Lake Joint Venture, Coso Finance Partners, Coso Transmission Line Partners, Coso Power Developers and Coso Geothermal Contract Trust, as consented to by that certain Novation Agreement under Contract N68711-05-C-0001, dated December 7, 2007, among China Lake Joint Venture, Coso Finance Partners, Coso Transmission Line Partners, Coso Power Developers, Coso Geothermal Contract Trust and the United States of America, acting by and through the Secretary of the Navy; and the Right to Use Agreement, dated December 5, 2007, among the Geothermal Contract Trust, Coso Finance Partners, Coso Transmission Line Partners, Coso Power Developers and Coso Geothermal Power Holdings, LLC, as consented to by that certain Novation Agreement under Contract N68711-05-C-0001, dated December 5, 2007, among the Coso Geothermal Contract Trust, Coso Finance Partners, Coso Transmission Line Partners, Coso Power Developers, Coso Geothermal Power Holdings, LLC and the United States of America, acting by and through the Secretary of the Navy; the Assignment and Assumption Agreement, dated February 16, 2017, between Coso Geothermal Contract Trust and Coso Geothermal Power Holdings, LLC and the Sub-Assignment and Assumption Agreement, dated February 16, 2017, among Coso Geothermal Power Holdings, LLC, Coso Finance Partners, Coso Power Developers and Coso Transmission Line Partners, as consented to by that certain Consent and Novation Agreement under Contract N68711-05-C-0001, dated February 16, 2017, among Coso Geothermal Contract Trust, Coso Geothermal Power Holdings, LLC, Coso Finance Partners, Coso Transmission Line Partners, Coso Power Developers and the United States of America, acting by and through the Secretary of the Navy.

2. Geothermal Resources Lease, dated February 1, 1982, between the United States of America, acting through the BLM and the City of Los Angeles Department of Water and Power, Serial No. CACA 11384; as assigned pursuant to that certain Assignment of Leases, dated October 31, 1997, between the City of Los Angeles and Coso Land Company and the Assignment and Assumption Agreement, dated July 1, 1999, between Coso Land Company, Coso Energy Developers, Coso Finance Partners and Coso Power Developers; the Assignment and Assumption Agreement, dated December 7, 2007, between Coso Finance Partners, Coso Transmission Line Partners, Coso Energy Developers, Coso Power Developers and Coso Geothermal Contract Trust; as granted pursuant to that certain Right to Use Agreement, dated December 7, 2007, among Geothermal Contract Trust, Coso Finance Partners, Coso Transmission Line Partners, Coso Energy Developers, Coso Power Developers and Coso Geothermal Power Holdings, LLC; and the Assignment and Assumption Agreement, dated February 16, 2017, among Coso Geothermal Contract Trust and Coso Geothermal Power Holdings, LLC.
3. Geothermal Resources Lease, dated February 1, 1982, between the BLM and the City of Los Angeles Department of Water and Power, Serial No. CACA 11385; as assigned pursuant to that certain Assignment of Leases, dated October 31, 1997, between the City of Los Angeles and Coso Land Company and the Assignment and Assumption Agreement, dated July 1, 1999, between Coso Land Company, Coso Energy Developers, Coso Finance Partners and Coso Power Developers; the Assignment and Assumption Agreement, dated December 7, 2007, among Coso Finance Partners, Coso Transmission Line Partners, Coso Energy Developers, Coso Power Developers and Coso Geothermal Contract Trust; as granted pursuant to that certain Right to Use Agreement, dated December 7, 2007, among Coso Geothermal Contract Trust, Coso Finance Partners, Coso Transmission Line Partners, Coso Energy Developers, Coso Power Developers and Coso Geothermal Power Holdings, LLC; and the Assignment and Assumption Agreement, dated February 16, 2017, among Coso Geothermal Contract Trust and Coso Geothermal Power Holdings, LLC.
4. Offer to Lease and Lease for Geothermal Resources, dated April 29, 1985 and effective May 1, 1985, between the BLM and California Energy Company, Inc., Serial No. CACA 11402; as assigned pursuant to the Assignment Affecting Record Title to Geothermal Resources Lease, executed May 17, 1985, and effective July 1, 1985, between California Energy Company, Inc. and Coso Land Company; the Assignment of Record Title Interest in a Lease for Oil and Gas or Geothermal Resources, executed April 15, 1988, and effective May 1, 1988, between Coso Land Company and Coso Geothermal Company; and Assignment of Record Title Interest in a Lease for Oil and Gas or Geothermal Resources, executed April 15, 1988 and effective May 1, 1988, between Coso Geothermal Company and Coso Energy Developers; the Assignment and Assumption Agreement, dated December 7, 2007, among Coso Finance Partners, Coso Transmission Line Partners, Coso Energy Developers, Coso Power Developers and Coso Geothermal Contract Trust; as granted pursuant to that certain Right to Use Agreement, dated December 7, 2007, among Coso Geothermal Contract Trust, Coso Finance Partners, Coso Transmission Line Partners, Coso Energy Developers, Coso Power Developers and Coso Geothermal Power Holdings, LLC; and the Assignment and Assumption Agreement, dated February 16, 2017, between Coso Geothermal Contract Trust and Coso Geothermal Power Holdings, LLC.

5. Right of Way dated May 7, 1986, between the United States of America, acting through the Bureau of Land Management and California Energy Company, Serial No. CACA 18885; as assigned pursuant to that Assignment and Assumption Agreement, dated May 28, 1999, by and between MidAmerican Energy Holdings Company, as successor in interest to CalEnergy Company, Inc., as successor in interest to California Energy Company, and Coso Energy Developers, Coso Power Developers and Coso Finance Partners; the Assignment and the Assignment and Assumption Agreement, dated December 7, 2007, between Coso Finance Partners, Coso Transmission Line Partners, Coso Energy Developers, Coso Power Developers and Coso Geothermal Contract Trust; as granted pursuant to that certain Right to Use Agreement, dated December 7, 2007, between Coso Geothermal Contract Trust, Coso Finance Partners, Coso Transmission Line Partners, Coso Energy Developers, Coso Power Developers and Coso Geothermal Power Holdings, LLC; and the Assignment and Assumption Agreement, dated February 16, 2017, between Coso Geothermal Contract Trust and Coso Geothermal Power Holdings, LLC.

6. Right of Way, dated April 12, 1984, between the United States of America acting through the Bureau of Land Management and California Energy Company, Inc., Serial No. CACA 13510; as amended on May 23, 1986 and on June 30, 1987 by the United States Department of the Interior Bureau of Land Management Decision; and as assigned pursuant to that certain Assignment and Assumption Agreement, dated May 28, 1999, by and between MidAmerican Energy Holdings Company, as successor in interest to CalEnergy Company, Inc., as successor in interest to California Energy Company, and Coso Energy Developers, Coso Power Developers and Coso Finance Partners; the Assignment and the Assignment and Assumption Agreement, dated December 7, 2007, between Coso Finance Partners, Coso Transmission Line Partners, Coso Energy Developers, Coso Power Developers and Coso Geothermal Contract Trust; as granted pursuant to that certain Right to Use Agreement, dated December 7, 2007, between Coso Geothermal Contract Trust, Coso Finance Partners, Coso Transmission Line Partners, Coso Energy Developers, Coso Power Developers and Coso Geothermal Power Holdings, LLC; and the Assignment and Assumption Agreement, dated February 16, 2017, between Coso Geothermal Contract Trust and Coso Geothermal Power Holdings, LLC.

7. Right of Way, dated July 23, 2009, by and between the United States of America, acting through the Bureau of Land Management, and Coso Operating Company LLC, Serial No. CACA 46289.

APPENDIX J
TO THE
POWER PURCHASE AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
and
COSO GEOTHERMAL POWER HOLDINGS, LLC

[RESERVED]

APPENDIX K
TO THE
POWER PURCHASE AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
and
COSO GEOTHERMAL POWER HOLDINGS, LLC

FORM OF COMMENCEMENT DATE CERTIFICATE

In accordance with the terms of that certain Power Purchase Agreement dated as of _____, 2020 (“***Agreement***”) by and between Southern California Public Power Authority (“***Buyer***”) and Coso Geothermal Power Holdings, LLC (“***Seller***”), Seller must demonstrate to Buyer that the Commencement Date Conditions have been satisfied by delivery of a Certificate in the following form (the “***Certificate***”), signed by an authorized representative of Seller as to all of the items below. Any term used but not defined in the Certificate shall have the meaning set forth in the Agreement. The Certificate shall be submitted by Seller, along with reasonable documentation as may be requested by Buyer, and certify as to the following:

- (a) Seller has obtained all Permits required for the operation and maintenance of the Facility in accordance with this Agreement (including those identified in Appendix B) except for those expected in the ordinary course of business, and all such Permits are final and non-appellable;
- (b) The Facility is both authorized and able to operate and deliver Energy at full capacity in accordance with Prudent Utility Practices, the requirements of this Agreement and all Requirements of Law;
- (c) Seller has obtained Insurance coverage for the Facility as required by Appendix F;
- (d) Seller has executed and provided to Buyer the Performance Security;
- (e) If applicable to Seller and the Facility, Buyer has received Seller’s proof of registration with NERC for all applicable Function Types (as defined by NERC) in the NERC Compliance Registry in accordance with the currently effective NERC Rules of Procedure, including Seller’s registration as both Generator Owner and Generator Operator;
- (f) If applicable to Seller and the Facility, Buyer has received Seller’s mapping of NERC registered Function Types in accordance with the currently effective WECC Entity Function Mapping Procedures;
- (g) Buyer’s Authorized Representative has received and approved, in his or her reasonable discretion, Seller’s Quality Assurance Program; and
- (h) The Facility is CEC Certified.

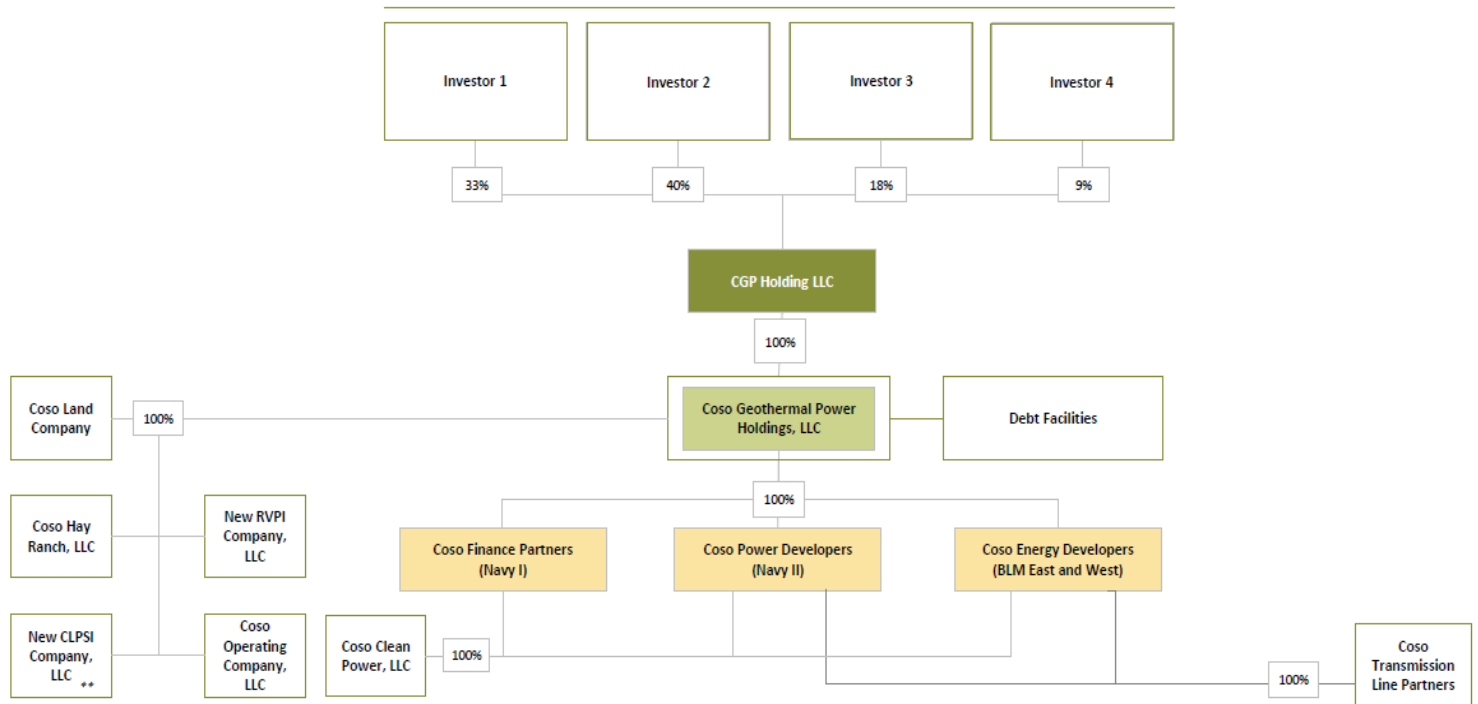
APPENDIX L
TO THE
POWER PURCHASE AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
and
COSO GEOTHERMAL POWER HOLDINGS, LLC

ORGANIZATIONAL STRUCTURE AND OWNERSHIP
OF SELLER AND PARENT ENTITY – PRE FINANCING

Principals of CGP Holding LLC and Coso Geothermal Power Holdings, LLC:

- Interim CEO: Jimmie “Chip” Cummins
- Interim CFO: Richard DiVito
- Authorized Officer: Fred Nuttall
- President and Authorized Signatory Joseph Greco

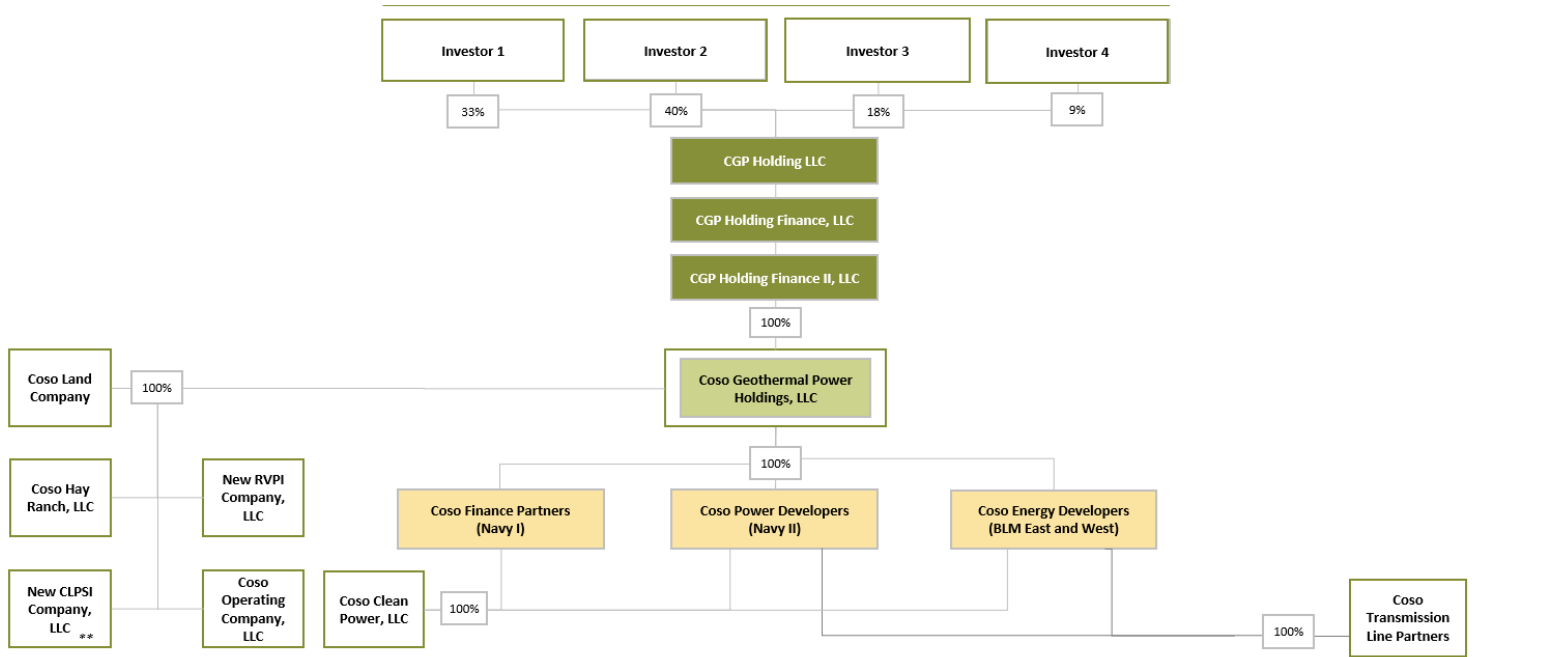
Summary Organizational Structure and Ownership Levels



** Navy I, Navy II, BLM and Coso Land Company partnerships include ownership by Coso Geothermal Power GP, LLC

**ORGANIZATIONAL STRUCTURE AND OWNERSHIP
OF SELLER AND PARENT ENTITY – POST FINANCING**

Summary Organizational Structure and Ownership Levels



** Navy I, Navy II, BLM and Coso Land Company partnerships include ownership by Coso Geothermal Power GP, LLC

APPENDIX M
TO THE
POWER PURCHASE AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
and
COSO GEOTHERMAL POWER HOLDINGS, LLC

FORM OF QUARTERLY CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT:

(1) I am the duly elected [Officer's title] of Coso Geothermal Power Holdings, LLC, a [] limited liability company ("Seller");

(2) I have reviewed the terms of that certain Power Purchase Agreement dated as of [Power Purchase Agreement Date], as amended, supplemented or otherwise modified to the date hereof (said Power Purchase Agreement, as so amended, supplemented or otherwise modified, being the "**Power Purchase Agreement**", the terms defined therein and not otherwise defined in this Certificate (including Attachment No. 1 annexed hereto and made a part hereof) being used in this Certificate as therein defined), by and between Seller and Southern California Public Power Authority, and the terms of the other Ancillary Documents, and I have made, or have caused to be made under my supervision, a review in reasonable detail of the transactions and condition of Seller and Seller Parties during the accounting period covered by the attached financial statements; and

(3) The examination described in paragraph (2) above did not disclose, and I have no knowledge of, the existence of any condition or event which constitutes a Default or, after notice or with the passage of time, or both, would constitute a default, during or at the end of the accounting period covered by the attached financial statements or as of the date of this Certificate [, except as set forth below].

[Set forth below are all exceptions to paragraph (3) above listing, in detail, the nature of the condition or event, the period during which it has existed and the action which Seller has taken, is taking or proposes to take with respect to each such condition or event:

_____].

(4) [No Facility Debt has been incurred during the calendar quarter covered by this Certificate.][Facility Debt in the amount of \$[] was incurred on [DATE]. As of such date, the aggregate Facility Debt (inclusive of the Facility Debt incurred on such date) was equal to or less than eighty percent (80%) of the Facility Value.]

(5) All representations of Seller under the PPA remain true and correct as of the date of this Certificate.

The foregoing certifications, together with the computations set forth in Attachment No. 1 annexed hereto and made a part hereof and Seller's most recent quarterly and

annual financial statements and Appraisal delivered with this Certificate in support hereof, are made and delivered this [_____] day of [_____, ____] pursuant to the Power Purchase Agreement.

[Seller Name]

By: _____

Title: _____

**ATTACHMENT NO. 1
TO QUARTERLY CERTIFICATE**

This Attachment No. 1 is attached to and made a part of a Quarterly Certificate dated as of [_____, ____] and pertains to the period from [_____, ____] to [_____, ____].

A. Facility Debt:

1. Principal of and premium on indebtedness: \$ [_____]
2. Fees, charges, expenses and penalties related to indebtedness: \$ [_____]
3. Amounts due upon acceleration or in connection with prepayment or restructuring of indebtedness: \$ [_____]
4. Swap or interest rate hedging breakage costs: \$ [_____]
5. Any claims or interest due with respect to any of the foregoing: \$ [_____]
6. Other payment obligations of Seller in connection with borrowed money:
\$ [_____]
7. Total Facility Debt (Add A.1-6): \$ [_____]

B. Facility Value:

1. Most recent Appraisal value:

APPENDIX N
TO THE
POWER PURCHASE AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
and
COSO GEOTHERMAL POWER HOLDINGS, LLC

EXPECTED ANNUAL GENERATION, GUARANTEED ANNUAL DELIVERED
ENERGY, DESIGNATED RA CAPACITY, AND PERFORMANCE SECURITY
AMOUNTS

Contract Year	Buyer's Share	Expected RA Capacity (MWs)	Expected Annual Generation (MWhs)	Guaranteed Annual Delivered Energy (MWhs)	Performance Security Amount (USD)
2022	14%	18.2	159,432	135,517	\$4,095,000
2023	14%	18	157,838	134,162	\$4,095,000
2024	14%	17.8	156,671	133,171	\$4,095,000
2025	14%	17.7	154,649	131,452	\$4,095,000
2026	14%	17.5	153,055	130,097	\$4,095,000
2027	40%	49.4	432,744	367,832	\$11,115,000
2028	40%	48.9	429,362	364,958	\$11,115,000
2029	40%	48.4	423,634	360,089	\$11,115,000
2030	40%	47.8	419,078	356,217	\$11,115,000
2031	40%	47.3	414,523	352,345	\$11,115,000
2032	40%	46.8	411,091	349,428	\$11,115,000
2033	40%	46.3	405,413	344,601	\$11,115,000
2034	40%	45.8	400,858	340,729	\$11,115,000
2035	40%	45.2	396,302	336,857	\$11,115,000
2036	40%	44.7	392,820	333,897	\$11,115,000
2037	50%	55.3	483,990	411,392	\$12,442,500
2038	50%	54.6	478,296	406,552	\$12,442,500
2039	50%	54	472,602	401,712	\$12,442,500
2040	50%	53.3	468,187	397,959	\$12,442,500
2041	50%	52.7	461,214	392,032	\$12,442,500

If at any time during the Agreement Term, Buyer exercises its ROFR pursuant to Section 6.5(b), then this Exhibit N shall be automatically updated as provided in Section 6.5(b). The applicable Performance Security Amount for the then-current Contract Year shall also be increased in an amount equal to (a) the Expected RA Capacity for such Contract Year, as increased in

accordance with the foregoing sentence, *multiplied by* (b) \$225/kW. The Performance Security Amount, as increased in accordance with the preceding sentence, will remain in effect until the next Performance Security Adjustment Date, at which time the calculation set forth in the preceding sentence will be repeated based on the Expected RA Capacity for the Contract Year in which such Performance Security Adjustment Date occurs, and such process shall occur iteratively at each successive Performance Security Adjustment Date for the remainder of the Agreement Term.

APPENDIX O
TO THE
POWER PURCHASE AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
and
COSO GEOTHERMAL POWER HOLDINGS, LLC

FORM OF MONTHLY REPORT

A. Performance and Availability Summary

[Narrative summary of Facility production and availability and conditions causing any deviations from anticipated production and availability for the applicable month]

Coso Geothermal Projects' Monthly Production and Availability – [Month]

Project	Monthly Generation (MWh)	Monthly Delivery of Buyer's Share of Facility Energy (MWh)	Contract Year to Date Generation (MWh)	Contract Year to Date Delivery of Buyer's Share of Facility Energy (MWh)	Capacity Factor	Target Availability (Hours)	Actual Availability (Hours)
Navy I							
Navy II							
BLM							
Total							

B. Operational Status

[Narrative report regarding ongoing operations of the Facility during the applicable month, including the status of the operation of the Facility and components thereof, any equipment or operational or maintenance failures, defects or other issues, and any repairs, replacements or other remediation efforts]

C. Downtime, Maintenance, and Curtailment

[Narrative description of the reasons for any downtime, maintenance or repairs, and curtailment periods during the applicable month]

D. Safety and Environment

[Narrative report of any safety or environmental issues for the applicable month]

E. Shortfall Energy

[Narrative report of expected generation indicators of when Shortfall Energy may occur]

F. Other

[Narrative description of any other notable developments or circumstances affecting the Facility, including any such information as may be specifically requested by Buyer]

Attachments

[Attach any regularly prepared operations and maintenance status reports of the Facility provided to WECC or any Facility Lenders]

APPENDIX P
TO THE
POWER PURCHASE AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
and
COSO GEOTHERMAL POWER HOLDINGS, LLC

FORM OF CONSENT TO COLLATERAL ASSIGNMENT

This CONSENT AND AGREEMENT (this “Consent”), dated as of [____], 202[], by and among Southern California Public Power Authority, a California joint powers authority (“Buyer”), [____] (in its capacity as collateral agent for the Secured Parties under the Intercreditor Agreement, as defined below, “Collateral Agent”) and Coso Geothermal Power Holdings, LLC, a Delaware limited liability company (“Seller”). Each of Buyer, Seller and Collateral Agent is referred to under this Agreement as a “Party” and together they are referred to as the “Parties”; provided, that in no event shall the term “Buyer” refer to any of the members of Buyer. Capitalized terms used but not defined herein shall have the meanings set forth in the PPA (as defined below).

RECITALS

A. Seller is the owner of the Navy I Project, the Navy II Project, and the BLM Project, in each case as defined in the PPA (collectively, the “Facility”).

B. [____] (“Borrower”), the direct owner of Seller, entered into that certain Collateral Agency and Intercreditor Agreement, dated as of the date hereof (as amended, modified, supplemented or restated from time to time, the “Intercreditor Agreement”), with Borrower, [____], as administrative agent, Collateral Agent and the other parties from time to time party thereto.

C. (i) The secured parties under the Financing Documents (the “Secured Parties”) have provided or have agreed to provide financing pursuant to one or more agreements (such agreements, the “Financing Documents”) to Borrower, and (ii) Seller has collaterally assigned and granted to Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its rights, title and interests in and under the Assigned Agreement (as defined below) pursuant to (A) a pledge and security agreement, dated as of the date hereof among the Collateral Agent, Borrower and Seller **[and other affiliates of Borrower that are party thereto]** (the “Security Agreement”) and (B) a leasehold deed of trust, assignment of rents and leases, fixture filing, financing statement and security agreement dated as of the date hereof from Seller to the Collateral Agent (the “Financing Deed of Trust” and together with the Security Agreement and any other security documents delivered by Seller pursuant to the Financing Documents, the “Collateral Documents”).

D. Buyer and Seller entered into that certain Power Purchase Agreement, dated as of [____], 2020 (as may be amended, supplemented, or modified from time to time, the “PPA” or the “Assigned Agreement”), pursuant to which Seller will finance, own, and operate the Facility, and will, except as otherwise provided in the PPA, sell the Delivered Energy to Buyer.

E. Pursuant to Section [14.7(e)] of the PPA, Seller has requested Buyer’s consent to the assignment, pursuant to the Collateral Documents, by Seller to Collateral Agent of Seller’s rights and interest to and under the PPA, Seller’s interests in the Facility and Borrower’s membership interests in Seller (collectively, the “Assigned Interests”).

AGREEMENT

1. Assignment and Agreement.

1.1 Consent to Assignment. Buyer hereby consents to the collateral assignment to Collateral Agent pursuant to the Collateral Documents of the Assigned Interests as security for Borrower’s obligations under the Financing Documents. Subject to the terms and conditions of this Consent, Buyer agrees that in exercising its remedies, Collateral Agent may exercise Seller’s rights under the PPA, as long as such rights are exercised by either Seller or Collateral Agent, but not both of such Parties.

1.2 Notices: Right to Cure by Collateral Agent. Buyer shall give concurrent notice to Seller and Collateral Agent if any event or circumstance set forth in Section 13.1 of the PPA gives rise to a Default or, following expiration of any applicable cure period, could give rise to a Default and Collateral Agent shall be entitled to cure any such event or circumstance within a period of ten (10) Business Days for a payment default or thirty (30) calendar days for a default other than a payment default, in each case after the later of (a) notice of default having been given to Collateral Agent by Buyer and (b) the expiration of the applicable cure period provided in the PPA for Seller to cure the applicable Default. Subject to the terms and conditions of this Consent, the Parties agree that: (i) upon the occurrence of a Default by Seller under the PPA, Buyer shall not terminate or suspend its performance under the PPA until it first gives a notice of such Default to Collateral Agent; (ii) such notice shall provide Collateral Agent and the Secured Parties with rights to cure such Default, provided that such cure rights shall be performed consistent with the requirements and within the cure period or periods for such Default that are applicable to Seller under the PPA and to Collateral Agent as described in the first sentence of this Section 1.2; and (iii) failure of Buyer to provide such notice to Collateral Agent shall not constitute a breach of the PPA or this Consent by Buyer, and Collateral Agent and Seller agree that Buyer shall have no liability to Collateral Agent or Seller for such failure whatsoever. If Collateral Agent and Seller fail to cure a Default within the applicable period as provided in this Consent, Buyer shall have all its rights and remedies with respect to such Default as set forth in the PPA.

1.3 Subsequent Owner. Subject to the terms and conditions of this Consent, the Parties agree that:

(a) Collateral Agent shall notify Buyer of (i) any event of default on the part of Seller under the Financing Documents promptly after obtaining knowledge thereof, and (ii) the pendency of any foreclosure or transfer of the Facility or the Assigned Interests and, in addition, Collateral Agent shall subsequently notify Buyer following the occurrence of such foreclosure or transfer; and

(b) if Collateral Agent notifies Buyer in writing that it has foreclosed on the Facility or the Assigned Interests pursuant to the Collateral Documents, or taken a “deed in lieu of foreclosure”, Collateral Agent or its permitted successor or assigns, or any other purchaser of the Facility or the Assigned Interests (each such permitted successor or assign or other purchaser of the Facility or the Assigned Interests, a “Subsequent Owner”) shall be recognized as a party substituting for Seller under the PPA so long as Collateral Agent or such Subsequent Owner meets the qualifications for a Qualified Transferee and the terms and conditions of the PPA as in effect on such date of assignment or foreclosure shall continue to apply to Collateral Agent or such Subsequent Owner.

1.4 No Assignment. Buyer agrees that it shall not, without the prior written consent of Collateral Agent (such consent to not be unreasonably withheld, conditioned or delayed), sell, assign or transfer any of its rights under the PPA other than as permitted by and in accordance with the PPA.

1.5 Foreclosure Notice. In the event of any default by Seller under the Financing Documents that has not been cured as provided hereunder or thereunder, prior to taking any action, whether judicial or non-judicial, to foreclose upon and sell the Facility or the Assigned Interests (in either case, a “Foreclosure Sale”) pursuant to the Collateral Documents, or prior to taking a deed in lieu of foreclosure, Collateral Agent shall, concurrent with any statutory notice required to be delivered to Seller, give notice in writing to Buyer prior to the date of such Foreclosure Sale or taking of a deed in lieu of foreclosure in the form of Exhibit A hereto containing the information specified therein (the “Foreclosure Notice”).

1.6 Foreclosure Sale. Collateral Agent may effect a Foreclosure Sale or take a deed in lieu of foreclosure at any time subject to (a) advance notice to Buyer from Collateral Agent and (b) the terms of this Consent, the Financing Documents and the Collateral Documents. In the event that a Foreclosure Sale under the Collateral Documents shall take place (i) Buyer or any member of Buyer that is a purchaser from Buyer of Delivered Energy (each a “Member”) shall have the right to bid at such Foreclosure Sale for the purchase of the Facility concurrently with any other affiliated or third party bidders at such Foreclosure Sale, and (ii) failing a successful bid by Buyer or any such Member at such Foreclosure Sale, Collateral Agent may sell the Assigned Interests pursuant to such Foreclosure Sale, subject to the requirements of the final sentence of Section 3(g), free of any rights of Buyer under this Section 1.6, and, in each such case, Seller waives, to the extent permitted by law, all rights of redemption, stay or appraisal.

1.7 No Waiver. Except as expressly provided herein, no action of Buyer taken pursuant to the exercise of its rights as provided in this Consent shall be deemed to be a waiver of any right accruing to Buyer on account of the occurrence of any matter which constitutes a default or a breach of Seller’s obligations under the Financing Agreement.

1.8 Limitation of Liability.

(a) Seller agrees that it shall indemnify and hold Buyer harmless from, and, at Buyer's option, defend Buyer from and against, any third-party claims, losses, liabilities, damages, costs or expenses (including, without limitation, any direct, indirect or consequential claims, losses, liabilities, damages, costs or expenses, including legal fees) in connection with or arising out of any of the transactions related to the Financing Documents, any of the Collateral Documents or this Consent.

(b) In the event of any Foreclosure Sale, or any deed in lieu of foreclosure, in connection with any Collateral Documents, if performance of the PPA is reasonably possible, Collateral Agent and its successors in interest and assigns shall, or shall cause Subsequent Owner and its successors in interest and assigns to, assume in writing and agree to be bound by the covenants and agreements of Seller in the PPA; provided, however, that until Collateral Agent or the Subsequent Owner executes and delivers to Buyer a written assumption of Seller's obligations under the PPA in form and substance reasonably acceptable to Buyer, such person will not be entitled to any of the benefits of the PPA.

(c) In addition, Collateral Agent agrees that in no event shall Buyer be liable to Collateral Agent or any Subsequent Owner for any claims, losses, expenses or damages whatsoever other than, following such Person's assumption of Seller's obligations under the PPA in accordance with Section 1.8(b), liability Buyer may have to Seller under the PPA (without duplication of any liability Buyer owes to the assigning Seller).

(d) In the event of the assumption by Collateral Agent or a Subsequent Owner or Subsequent Owners of Seller's obligations under the PPA as provided in Section 1.8(b), the recourse of Buyer in seeking the enforcement of such obligations shall be to the Performance Security as well as the other rights and remedies under the PPA or applicable law provided for pursuant to the PPA or applicable law and the value (taking into account indebtedness secured by the Facility including indebtedness arising in connection with the Performance Security) of Collateral Agent's or Subsequent Owner's or Subsequent Owners', as applicable, interest in the Facility.

2. Payments under the PPA. Without limiting the rights of Buyer under the PPA and subject to the terms of the PPA, Buyer shall pay any amounts owed in the manner and when required under the PPA directly to the accounts specified below or otherwise designated by Collateral Agent to Buyer in writing. From and after such time as an entity qualifies as a Subsequent Owner, Buyer shall pay all such amounts owed directly to or at the written direction of such Subsequent Owner subject to the terms of the PPA. Seller hereby directs Buyer, and Buyer agrees, to make all payments and amounts Buyer is obligated to pay to Seller under the PPA, subject to the terms of the PPA, which payments shall satisfy any such payment obligations of Buyer to Seller in full and complete satisfaction of Buyer's obligations to Seller under the PPA, to the following account:

Bank Name: _____
Account Number: _____

ABA Number: _____
Account Name: [_____]

Collateral Agent and Seller agree that any change in payment notification shall become effective within thirty (30) days after receipt by Buyer of written notice thereof in accordance with this Consent. Buyer shall have no liability to Seller or Collateral Agent (or their successors and assigns) for making payments due or to become due under the PPA to Collateral Agent or for failure to direct such payments to Collateral Agent rather than Seller or Seller rather than Collateral Agent.

3. Acknowledgements; Representations and Warranties.

(a) Seller and Collateral Agent acknowledge that Buyer has not made and hereby makes no representation or warranty, expressed or implied, that Seller has any right, title or interest in the collateral secured by the Collateral Documents (the “Collateral”) and Collateral Agent acknowledges that it has not relied upon any such representations of Buyer. Collateral Agent acknowledges that it is responsible for satisfying itself as to the existence and extent of Seller’s right, title, and interest in the Collateral.

(b) Except as otherwise expressly provided herein, Collateral Agent acknowledges that Buyer shall not have any contractual obligations to Collateral Agent, and Collateral Agent acknowledges that it has not relied upon any representations of Buyer in connection with its lending arrangements with Seller.

(c) Buyer. Buyer hereby represents and warrants to the other Parties to this Consent (such representations and warranties being made solely as of the date of this Consent):

(i) it is duly organized, validly existing and in good standing under the laws of the State of California;

(ii) the execution, delivery and performance of this Consent and the PPA are within Buyer’s powers, have been duly authorized by all necessary action on the part of Buyer and do not violate any of the terms and conditions in its governing documents or any law applicable to it; and

(iii) assuming that this Consent is enforceable against the other Parties hereto, each of this Consent and the PPA constitutes a legally valid and binding obligation of Buyer, enforceable against Buyer 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;

(iv) to Buyer’s knowledge, no Default (as defined in the PPA) with respect to Buyer or Seller, has occurred and is continuing, and the PPA has not been amended, modified or supplemented in any manner, except as set forth herein; and

(v) Buyer has not received any written notice of, and has not consented to, any previous assignment of all or any part of Seller's rights under the PPA.

(d) Seller and Collateral Agent each agree that Buyer shall at all times have (and Buyer hereby expressly reserves) the right to set off or deduct from payments due to Seller under the PPA amounts owing to Buyer by Seller under the PPA.

(e) Collateral Agent represents and warrants to the other Parties to this Consent (such representations and warranties being made solely as of the date of this Consent):

(i) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization;

(ii) the execution, delivery and performance of this Consent are within Collateral Agent's powers, have been duly authorized by all necessary action on the part of Collateral Agent, and do not violate any of the terms and conditions in its governing documents or any law applicable to it;

(iii) assuming that this Consent is enforceable against the other parties hereto, this Consent constitutes a legally valid and binding obligation of Collateral Agent, enforceable against Collateral Agent 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.

(f) Seller represents and warrants to the other Parties to this Consent (such representations and warranties being made solely as of the date of this Consent):

(i) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization;

(ii) the execution, delivery and performance of this Consent are within Seller's powers, have been duly authorized by all necessary action on the part of Seller, and do not violate any of the terms and conditions in its governing documents or any law applicable to it; and

(iii) assuming that this Consent is enforceable against the other Parties hereto, this Consent constitutes a legally valid and binding obligation of Seller, enforceable against Seller 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.

(g) Buyer agrees that any foreclosure by Collateral Agent on the membership interests in Borrower and/or Seller upon the occurrence of a default by Borrower under the Financing Documents shall not constitute a breach under the PPA if the Facility is operated and maintained by a Qualified Operator (as defined in the PPA) following any such foreclosure.

Collateral Agent shall obtain Buyer's consent (such consent not to be unreasonably withheld) prior to any transfer by Collateral Agent of the membership interests in Borrower and/or Seller upon the occurrence of a default by Borrower under the Financing Documents to an entity other than a Qualified Transferee.

4. Miscellaneous.

4.1 Governing Law; Submission to Jurisdiction.

(a) This Consent shall be governed by, interpreted and enforced in accordance with the laws of the State of California, without regard to conflict of law principles.

(b) All litigation arising out of, or relating to this Consent, shall be brought in a State or Federal court in the County of Los Angeles in the State of 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*.

4.2 Conflicts. This Consent does not modify or alter any of the terms of the PPA, and to the extent the terms and conditions herein conflict with those in the PPA, the term and conditions of the PPA shall control; provided that, for purposes of this provision, the Parties agree that the provisions of Article 1, Article 2, and Article 3 do not conflict with the PPA. Except as set forth herein, Buyer shall have no obligation or liability to Collateral Agent with respect to the PPA.

4.3 Counterparts; Electronic Signatures; Document Transmission.

(a) This Consent 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 Consent may be detached from any counterpart of this Consent without impairing the legal effect of any signature thereon, and may be attached to another counterpart of this Consent identical in form hereto by having attached to it one or more signature pages.

(b) The Parties may execute this Consent by original signature or by electronic signature, each of which shall have the same force and effect. A signed copy of this Consent transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Consent for all purposes, to the extent provided under applicable law, including the Federal Electronic Signatures in Global and National Commerce Act and Records Act, and California's Uniform Electronic Transactions Act.

4.4 Amendment, Waiver. Neither this Consent nor any of the terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed by Buyer and Collateral Agent.

4.5 Successors and Assigns. This Consent shall bind and benefit Buyer, Seller and Collateral Agent, and their respective successors and permitted assigns.

4.6 Attorneys' Fees. Each Party hereto agrees that in any action to enforce the terms of this Consent, each Party shall be responsible for its own attorneys' fees and costs.

4.7 Representation by Counsel. Each of the Parties was represented by its respective legal counsel during the negotiation and execution of this Consent.

4.8 Notices. Any communications between the Parties or notices provided herein to be given shall be given to the following addresses:

If to Seller:

Coso Geothermal Power Holdings, LLC
9460 Double R Boulevard, Suite 104
Reno, NV 89521-5916
Telephone: 775-376-9702
Attn: Joe Greco
Email: jgreco@mrpgenco.com

If to Buyer:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
Telephone: (626) 793-9364
Attention: Executive Director
Email: [●]

With a copy to:

Coso Geothermal Power Holdings, LLC
200 W Madison, Suite 3810
Chicago, IL 60606
Phone: 312-766-4499
Attn: Karolina Javaheri/Ed Karas
Email: kjavaheri@mrpgenco.com
ekaras@mrpgenco.com

If to Collateral Agent:

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All notices or other communications required or permitted to be given hereunder shall be in writing and accompanied by an email copy (which email shall not constitute notice) and shall be considered as properly given (a) if delivered in person, (b) if sent by overnight delivery service, or (c) if mailed by first class United States Mail, postage prepaid, registered or certified with return receipt requested. All such notices and communications shall be deemed delivered, given and received on the date of delivery, in the case of delivery in person, or on the date of receipt or rejection in the case of delivery by overnight courier or registered or certified mail, as shown on the applicable tracking report or return receipt. Any Party may change its address for notice hereunder by giving written notice of such change to the other Parties.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Consent and Agreement to be duly executed and delivered by their respective duly authorized officers as of the date first above written.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
[]
President

Date: _____

Attest: _____
[]
Assistant Secretary

COSO GEOTHERMAL POWER HOLDINGS, LLC

By: _____
Name: []
Title: []

[COLLATERAL AGENT]

By: _____
Name: []
Title: []

EXHIBIT A
to Consent and Agreement

FORM OF FORECLOSURE NOTICE

[Letterhead of Collateral Agent]

[Insert date]

Via Certified Mail, Return Receipt Requested
Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
Attn: Executive Director

Re: Coso Geothermal Project

Ladies and Gentlemen:

This notice is provided to you pursuant to the Consent and Agreement (the “Consent”) dated as of _____, 20__, among Southern California Public Power Authority (“Buyer”), _____, as collateral agent (“Collateral Agent”) and Coso Geothermal Power Holdings, LLC (“Seller”). This is a Foreclosure Notice, as defined in the Consent. Capitalized terms used herein and not defined herein have the respective meanings given in the Consent.

As of the date hereof, the following amounts are due and owing by Seller under the Financing Documents:

Principal:
Accrued Interest:
Reimbursable Amounts:
Fees:
Other:

As of the date hereof, interest is accruing at the rate of ____% per annum *[Insert if applicable: and fees are accruing at the rate of __% per annum]*. This interest rate will apply until *[insert date which is end of current interest period]*, from which time the interest rate may be higher or lower. A default rate of interest equal to [2]% above the otherwise applicable rate *[does/does not]* currently apply *[If does not currently apply, add: but may be applied at any time]*. *[If applicable, state: The principal amount of loans shown above does not reflect the entire loan commitment under the Financing Documents. Additional loans may be made, with or without Seller’s consent, and such additional loans will accrue interest as provided in the Financing Documents.]*

An Event of Default, as defined in the Financing Documents, has occurred and is continuing. Collateral Agent intends to foreclose upon the Assigned Interests or take a deed in lieu of foreclosure on a date estimated to be *[insert date]*. Such date may be modified as permitted by law.

Very truly yours,

[_____]