

**AGREEMENT TERMINATING
THE THIRD PHASE AGREEMENT
FOR
WESTERN GEOPOWER INCORPORATED
RENEWABLE ENERGY POWER PURCHASE AGREEMENT**

THIS TERMINATION AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2011 by and between the Northern California Power Agency, a joint powers agency of the State of California ("NCPA") and those of its Members who entered into the Third Phase Agreement for Western GeoPower Incorporated Renewable Energy Power Purchase Agreement on May 6, 2008 ("Participants") (collectively, the "Parties").

RECITALS:

WHEREAS, on or about May 6, 2008, NCPA and the Participants executed the Third Phase Agreement for Western GeoPower Incorporated Renewable Energy Power Purchase Agreement ("Third Phase Agreement");

WHEREAS, on May 16, 2008, NCPA executed a power purchase agreement ("PPA") with Western GeoPower Incorporated ("Western Geo") to purchase the entire expected electric output from a new Western Geo geothermal project ("Project") located in the Geysers Geothermal Field located in Sonoma and Lake Counties in the State of California;

WHEREAS, the purpose of the Third Phase Agreement was to provide the means necessary for NCPA to be able to enter into the PPA on behalf of the Participants and to enable and obligate the Participants to take delivery of and pay for such electricity as might be generated by the Project;

WHEREAS, the price in the PPA for energy generated by the Project was \$98 per megawatt hour ("Project Price");

WHEREAS, due to financial pressures, Western Geo was never able to build the Project, and has stated that it is unable to provide energy to NCPA at the Project Price;

WHEREAS, Western Geo has proposed revising the PPA to reflect a change in the Project Price to \$113 per megawatt hour ("Amended Price"), and not all Participants wish to participate in the Project for the Amended Price; and

WHEREAS, NCPA and the Participants have agreed to terminate the Third Phase Agreement, and those Participants desiring that NCPA enter into an amended and restated PPA ("Amended and Restated PPA") with Western Geo for energy at the Amended Price will enter into a new third phase agreement ("North Geysers Third Phase Agreement") to cover any costs and obligations associated with the Amended and Restated PPA on an ongoing basis.

NOW, THEREFORE, the Parties hereby agree as follows:

or unenforceable, the remainder of this Agreement and any application of the terms and provisions shall not be affected thereby, but shall remain valid and enforceable.

7. Non-waiver. The waiver of any breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver or a waiver of any subsequent breach by the other Party either of the same or of another provision of this Agreement.

8. Attorneys' Fees. Should any litigation, including arbitration proceedings, be commenced between the Parties concerning this Agreement or the rights and duties of either of the Parties in relation thereto, the party prevailing in such litigation or arbitration, in addition to such other relief as may be granted in such proceeding, shall receive from the losing party a reasonable sum as and for his attorney fees in the litigation or arbitration, the amount of which shall be determined by the Court or the arbitrator.

9. Notices. Any notice required to be given pursuant to this Agreement, or desired to be given in connection with this Agreement, shall be given in writing as provided in the Third Phase Agreement.

10. Counterparts. This Agreement may be signed in counterparts and shall be governed by and construed in accordance with the laws of the State of California.

11. Warranty of Authority. The Parties each hereby represent and warrant that he/she/it has the authority to enter into this Agreement. Each signatory to this Agreement hereby warrants that he/she is duly authorized to execute this Agreement on behalf of and as the lawful act and deed of the entity for which he or she signs.

12. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of Placer County, California or in the Federal District Court for the Eastern District of California.

Executed at Placer County, California, on day and year first above set forth.

NORTHERN CALIFORNIA
POWER AGENCY

Approved as to Legal Form

By: _____
Title _____
Date: _____

By: _____
Its: **Attorney** _____
Date: _____

CITY OF ALAMEDA

Approved as to Legal Form

By: _____
Title _____
Date: _____

By: _____
Its: **Attorney** _____
Date: _____

CITY OF LOMPOC

Approved as to Legal Form

By: _____
Title _____
Date: _____

By: _____
Its: **Attorney** _____
Date: _____

CITY OF PALO ALTO

Approved as to Legal Form

By: _____
Title _____
Date: _____

By: _____
Its: **Attorney** _____
Date: _____

PORT OF OAKLAND

Approved as to Legal Form

By: _____
Title _____
Date: _____

By: _____
Its: **Attorney** _____
Date: _____

BAY AREA RAPID TRANSIT AUTHORITY

Approved as to Legal Form

By: _____
Title _____
Date: _____

By: _____
Its: **Attorney** _____
Date: _____

TRUCKEE DONNER REPUBLIC UTILITY
DISTRICT

Approved as to Legal Form

By: _____
Title _____
Date: _____

By: _____
Its: **Attorney** _____
Date: _____

CITY OF LODI

Approved as to Legal Form

By: _____
Title _____
Date: _____

By: _____
Its: **Attorney** _____
Date: _____

CITY OF ROSEVILLE

Approved as to Legal Form

By: _____
Title _____
Date: _____

By: _____
Its: **Attorney** _____
Date: _____

SILICON VALLEY POWER

Approved as to Legal Form

By: _____
Title _____
Date: _____

By: _____
Its: **Attorney** _____
Date: _____