

**WESTERN SYSTEMS POWER POOL AGREEMENT  
TRANSACTION CONFIRMATION  
BETWEEN  
NORTHERN CALIFORNIA POWER AGENCY  
AND  
GEYSERS POWER COMPANY, LLC**

This transaction confirmation ("**Confirmation**") sets forth the terms and conditions of the transaction between Northern California Power Agency, a public joint powers entity organized under the Joint Exercise of Powers Act (California Government Code Section 6500 *et seq.*) ("**Buyer**" or "**Purchaser**") and Geysers Power Company, LLC., a Delaware limited partnership ("**Seller**"), each individually a "**Party**" and together the "**Parties**", dated as of December 23, 2022 (the "**Confirmation Effective Date**"), in which Seller agrees to provide to Buyer the Product, as such term is defined in Article 3 of this Confirmation (the "**Transaction**"). This Transaction is governed by the Western Systems Power Pool ("**WSPP**") Agreement (Effective Version: August 26, 2022) (the "**Master Agreement**"). The Master Agreement and this Confirmation are collectively referred to herein as the "**Agreement**". Capitalized terms used but not otherwise defined in this Confirmation are defined in the Master Agreement or the Tariff (as defined herein). To the extent that this Confirmation is inconsistent with any provision of the Master Agreement, this Confirmation shall control and shall govern the rights and obligations of the Parties in connection with this Transaction. Except as otherwise specified, references to an "**Article**" or a "**Section**" mean an Article or Section of this Confirmation, as applicable.

**ARTICLE 1  
DEFINITIONS**

- 1.1 "**Agreement**" has the meaning specified in the introductory paragraph hereof.
- 1.2 "**Alternate Capacity**" is defined in Section 4.5.
- 1.3 "**Applicable Laws**" means any law, rule, regulation, order, decision, judgment, or other legal or regulatory determination by any Governmental Body having jurisdiction over one or both Parties or this Transaction, including without limitation, the Tariff.
- 1.4 "**Availability Incentive Payments**" is defined in the Tariff.
- 1.5 "**Availability Standards**" is defined in the Tariff.
- 1.6 "**Buyer**" is defined in the introductory paragraph hereof.
- 1.7 "**CAISO**" means the California Independent System Operator Corporation or its successor.
- 1.8 "**Capacity Replacement Price**" means (a) the price actually paid for any Replacement Capacity purchased by Buyer pursuant to Section 4.7 hereof, plus costs reasonably incurred by Buyer in purchasing such Replacement Capacity, or (b) absent a purchase of any Replacement Capacity, the market price for such Designated RA Capacity not provided at the Delivery Point. The Buyer shall determine such market prices in a commercially reasonable manner. For purposes of Section Four of the Master Agreement, "Capacity Replacement Price" shall be deemed to be the "Replacement Price."
- 1.9 "**CPUC**" means the California Public Utilities Commission, or any successor entity.
- 1.10 "**CIRA Tool**" means the CAISO Customer Interface for Resource Adequacy application, or its successor platform.
- 1.11 "**Compliance Showing**" means the applicable LSE compliance with the RAR, FCR and LAR of its applicable regulatory authority for an applicable Showing Month.
- 1.12 "**Confirmation**" is defined in the introductory paragraph hereof.
- 1.13 "**Confirmation Effective Date**" is defined in the introductory paragraph hereof.
- 1.14 "**Contingent Firm RA Product**" is defined in Section 3.4.

- 1.15 **"Contract Price"** means, for any Monthly Delivery Period, the price specified under the RA Capacity Price Table in Section 4.9.
- 1.16 **"Contract Quantity"** means, with respect to any particular Showing Month of the Delivery Period, the amount of Product (in MWs) set forth in the table in Appendix B which Seller has agreed to provide to Buyer from the Unit(s) for such Showing Month (as such amount may be adjusted pursuant to Section 4.4).
- 1.17 **"Control Area"** is defined in the Tariff.
- 1.18 **"CAISO Controlled Grid"** is defined in the Tariff.
- 1.19 **"CPUC Decisions"** means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-064, 06-07-031, 07-06-029, 08-06-031, 09-06-028, 10-06-036, 11-06-022, 12-06-025, 13-06-024, 14-06-050, 15-06-063, 16-06-045, 17-06-027, 18-06-030, 18-06-031, 19-02-022, 19-06-026, 20-06-002, 20-06-028, D.20-06-031, D.20-12-006, D.21-06-035, and any other existing or subsequent decisions related to resource adequacy issued from time to time by the CPUC, as amended from time to time.
- 1.20 **"CPUC Filing Guide"** means the annual document issued by the CPUC which sets forth the guidelines, requirements and instructions for LSEs to demonstrate compliance with the CPUC's resource adequacy program.
- 1.21 **"Delivery Period"** is defined in Section 4.1.
- 1.22 **"Delivery Point"** is defined in Section 4.2.
- 1.23 **"Designated RA Capacity"** shall be equal to, with respect to any particular Showing Month of the Delivery Period, the Contract Quantity of Product for such Showing Month including the amount of Contract Quantity that Seller has elected to provide Alternate Capacity, minus any reductions to Contract Quantity specified in Section 4.4 with respect to which Seller has not elected to provide Alternate Capacity.
- 1.24 **"Effective Flexible Capacity"** or **"EFC"** means the FCR Attributes of a resource that can be counted towards an LSE's FCR, as identified from time to time by the Tariff, the CPUC Decisions, LRA, or other Governmental Body having jurisdiction. To the extent the CPUC Decisions, CAISO, LRA or other Governmental Body having jurisdiction creates a new category or classification of FCR Attributes during the term of this Transaction, and a Unit can count toward such new categories or classifications of FCR Attributes while operating consistent with the operational limitations and physical characteristics of such Unit, any and all such new categories or classifications of FCR Attributes shall be deemed to be part of the EFC and FCR Attributes of a Unit for the purpose of this Agreement. The above notwithstanding, to the extent the CPUC Decisions, CAISO, LRA or other Governmental Body having jurisdiction reduces the applicable EFC of a Unit, the EFC of a Unit may be reduced pursuant to Section 4.4 of this Confirmation.
- 1.25 **"Emission Performance Standard"** or **"EPS"** means the requirement set-forth in California Code of Regulations (CCR) Title 20, Chapter 11, Article 1. Section 2900 et seq.
- 1.26 **"FCR Attributes"** means, with respect to a Unit, any and all flexible resource adequacy attributes, consistent with the operational limitations and physical characteristics of such Unit, that can be counted toward an LSE's FCR, as may be identified at any time during the Delivery Period that can be counted toward an LSE's FCR, exclusive of any RAR Attributes and LAR Attributes.
- 1.27 **"FCR Showings"** means the FCR Compliance Showings (or similar or successor showings) an LSE is required to make to the CPUC (and, to the extent authorized by the CPUC, to the CAISO) pursuant to the CPUC Decisions and the Tariff, or to an LRA having jurisdiction over the LSE (and, to the extent authorized by the LRA, to the CAISO) pursuant to the Tariff.
- 1.28 **"Firm RA Product"** is defined in the Section 3.3.
- 1.29 **"Flexible Capacity Requirements"** or **"FCR"** means the flexible capacity requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, or by an LRA or other Governmental Body having jurisdiction.

- 1.30 **"Flexible RA Product"** is defined in the Section 3.2.
- 1.31 **"Force Majeure"** has the same meaning as "Uncontrollable Forces" under the Master Agreement.
- 1.32 **"Governmental Body"** means (i) any federal, state, local, municipal or other government; (ii) any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; and (iii) any court or governmental tribunal.
- 1.33 **"Investment Grade Rating"** means a rating of BBB- or better from S&P, Fitch or Kroll, or a rating of Baa3 or better from Moody's.
- 1.34 **"Local Area Requirements"** or **"LAR"** means local area reliability, including any program of localized resource adequacy requirements established for an LSE by the CPUC Decisions, CAISO, LRA, or other Governmental Body having jurisdiction. LAR may also be known as local resource adequacy, local RAR, "PG&E Other", "Greater Bay Area RA", or local capacity requirements in other regulatory proceedings or legislative actions.
- 1.35 **"LAR Attributes"** means, with respect to a Unit, any and all RA Capacity and other resource adequacy attributes (or other locational attributes related to system reliability), consistent with the operational limitations and physical characteristics of a Unit, as they are identified as of the Confirmation Effective Date by the CPUC Decisions, CAISO, LRA, or other Governmental Body having jurisdiction, associated with the physical location or point of electrical interconnection of the Unit within the CAISO Control Area, that can be counted toward an LSE's LAR, but exclusive of any RAR Attributes which are not associated with where in the CAISO Control Area the Unit is physically located or electrically interconnected. To the extent the CPUC Decisions, CAISO, LRA or other Governmental Body having jurisdiction creates a new category or classification of LAR Attributes during the term of this Transaction, and a Unit can count toward such new categories or classifications of LAR Attributes while operating consistent with the operational limitations and physical characteristics of such unit, including where the Unit is physically located or electrically interconnected, any and all such new categories or classifications of LAR Attributes shall be deemed to be part of the LAR Attributes of a Unit for the purpose of this Agreement. If the CPUC Decisions, CAISO, LRA or other Governmental Body having jurisdiction redefines LAR whereby a Unit no longer counts toward an LSE's LAR due to where the Unit is physically located or electrically interconnected, then such change will not change the obligations of payments hereunder.
- 1.36 **"LAR Showings"** means the LAR Compliance Showings (or similar or successor showings) an LSE is required to make to the CPUC (and, to the extent authorized by the CPUC, to the CAISO) pursuant to the CPUC Decisions and the Tariff, or to an LRA having jurisdiction over the LSE (and, to the extent authorized by the LRA, to the CAISO) pursuant to the Tariff.
- 1.37 **"LRA"** is defined in the Tariff.
- 1.38 **"LSE"** is defined in the Tariff.
- 1.39 **"Master Agreement"** is defined in the introductory paragraph hereof.
- 1.40 **"Monthly Delivery Period"** means each calendar month during the Delivery Period and shall correspond to each Showing Month.
- 1.41 **"Monthly RA Capacity Payment"** is defined in Section 4.9.
- 1.42 **"Net Qualifying Capacity"** or **"NQC"** is defined in the Tariff, and is inclusive of RAR Attributes and, if applicable, LAR Attributes, if LAR Attributes is specified in Section 3.1.
- 1.43 **"Non-Availability Charge"** is defined in the Tariff.
- 1.44 **"Notification Deadline"** in respect to a Showing Month shall be ten (10) Business Days before the relevant Compliance Showing deadlines for the corresponding RAR Showings, LAR Showings, and FCR Showings for such Showing Month.

- 1.45 **"Outage"** means disconnection, separation, or reduction in the capacity of any Unit that relieves such Unit from all or part of the offer obligations of the Unit consistent with the Tariff. Outage includes Planned Outage.
- 1.46 **"Participating Member"** means a member of Buyer that is signatory to the Third Phase Agreement.
- 1.47 **"Party"** and **"Parties"** have the meanings specified in the introductory paragraph hereof.
- 1.48 **"Planned Outage"** means, subject to and as further described in the CPUC Decisions and the Tariff, an "Approved Maintenance Outage" under the Tariff, a CAISO-approved planned or scheduled disconnection, separation or reduction in capacity of the Unit that is conducted for the purposes of carrying out routine repair or maintenance of such Unit.
- 1.49 **"Product"** is defined in Article 3.
- 1.50 **"Project"** has the meaning set forth in the RPS Agreement.
- 1.51 **"RA Capacity"** means the qualifying and deliverable capacity of a Unit for RAR, LAR, and FCR purposes for the Delivery Period, as determined by the CAISO, LRA or other Governmental Body authorized to make such determination under Applicable Laws. RA Capacity encompasses the RAR Attributes, LAR Attributes and FCR Attributes of the capacity provided by a Unit, as applicable pursuant to this Confirmation.
- 1.52 **"RA Capacity Price"** means the price specified in the RA Capacity Price Table in Section 4.9 hereof.
- 1.53 **"RAR"** means the resource adequacy requirements, exclusive of LAR and FCR, established for LSEs by the CPUC pursuant to the CPUC Decisions, or by an LRA or other Governmental Body having jurisdiction.
- 1.54 **"RAR Attributes"** means, with respect to a Unit, any and all RA Capacity and other resource adequacy attributes consistent with the operational limitations and physical characteristics of such Unit, exclusive of any LAR Attributes and FCR Attributes. To the extent the CPUC Decisions, CAISO, LRA or other Governmental Body having jurisdiction creates a new category or classification of RAR Attributes during the term of this Transaction, and a Unit can count toward such new category or classification of RA Attributes while operating consistent with the operational and physical characteristics of such Unit, any and all such new categories or classifications of RA Attributes shall be deemed to be part of the RAR Attributes of a Unit for the purpose of this Agreement. The above notwithstanding, to the extent the CPUC Decisions, CAISO, LRA or other Governmental Body having jurisdiction reduces the applicable NQC of a Unit, the NQC of a Unit may be reduced pursuant to Section 4.4 of this Confirmation.
- 1.55 **"RAR Showings"** means the RAR Compliance Showings (or similar or successor showings) an LSE is required to make to the CPUC (and, to the extent authorized by the CPUC, to the CAISO), pursuant to the CPUC Decisions and the Tariff, or to an LRA having jurisdiction over the LSE (and, to the extent authorized by the LRA, to the CAISO) pursuant to the Tariff.
- 1.56 **"Replacement Capacity"** is defined in Section 4.7.
- 1.57 **"Replacement Unit"** is defined in Section 4.5.
- 1.58 **"Resource Category"** shall be as described in the CPUC Filing Guide, as such may be modified, amended, supplemented or updated from time to time.
- 1.59 **"Resource Adequacy Plan"** is defined in the Tariff.
- 1.60 **"RPS Agreement"** is defined in Article 6.
- 1.61 **"Scheduling Coordinator"** or **"SC"** is defined in the Tariff.
- 1.62 **"Seller"** is defined in the introductory paragraph hereof.
- 1.63 **"Showing Month"** shall be the calendar month during the Delivery Period that is the subject of the RAR Showing, LAR Showing, and/or FCR Showing, as applicable, as set forth in the CPUC Decisions or the Tariff. For illustrative purposes only, pursuant to the CPUC Decisions and the Tariff

in effect as of the Confirmation Effective Date, the monthly RAR Showing made in June is for the Showing Month of August.

- 1.64 “**Subsequent Buyer**” means the purchaser of Product from Buyer in a re-sale of Product by Buyer.
- 1.65 “**Supply Plan**” means the annual and monthly supply plans, or similar or successor filings, that each Scheduling Coordinator representing RA Capacity submits to the CAISO, LRA, or other Governmental Body, pursuant to Applicable Laws and the Tariff, in order for that RA Capacity to count for its RAR Attributes, LAR Attributes, and/or FCR Attributes.
- 1.66 “**CAISO Tariff**” or “**Tariff**” means the tariff and protocol provisions of the CAISO, including the rules, protocols, procedures and standards attached thereto, as it may be amended, modified, supplemented or replaced (in whole or in part) from time to time.
- 1.67 “**Third Phase Agreement**” means the agreement between Buyer and the Participating Members that sets forth the terms and conditions under which Buyer is authorized to enter into this Agreement on behalf of the Participating Members.
- 1.68 “**Transaction**” is defined in the introductory paragraph hereof.
- 1.69 “**Unit**” or “**Units**” means a resource from which Product will be provided by Seller to Buyer, including any Replacement Unit.
- 1.70 “**Unit EFC**” means the Effective Flexible Capacity set by the CAISO for the applicable Unit.
- 1.71 “**Unit NQC**” means the Net Qualifying Capacity set by the CAISO for the applicable Unit.

## **ARTICLE 2 DESIGNATED UNIT(S)**

### **2.1 Seller to Annually Designate Unit(s)**

- (a) On an annual basis during the Delivery Period of this Transaction, Seller shall designate the Unit(s) from which Product will be provided from Seller to Buyer for each Showing Month of the following calendar year, by providing written notice to Buyer with the specific Unit(s) information contained in Appendix A-1, and the Contract Quantity that will be supplied from specific Unit(s) listed in Appendix A-2, by no later than the earlier of (i) October 1, or (ii) thirty (30) calendar days before the annual deadline for the year-ahead Compliance Showing.
- (b) The Unit(s) designated by Seller shall meet the Product characteristics and Contract Quantity specified in Article 3, Article 4, the Resource Category requirements set forth in Section 2.1(c), and as described in Appendix A.
- (c) The Unit(s) designated by Seller shall (i) qualify as a Maximum Cumulative Capacity (“**MCC**”) Resource Category 4 resource, and (ii) be able to Bid, run and operate in all hours of the month on a 7x24 basis (planned availability is unrestricted).
- (d) Nothing in this Section 2.1 shall be construed to limit the applicability of Sections 4.4 (Adjustment to Contract Quantity) or 4.5 (Alternate Capacity) of this Confirmation.
- (e) Seller designation of the Unit(s) each year shall not in any way (i) convert the Contingent Firm RA Product being sold under this Confirmation into Firm RA Product, or (ii) cause any change to the Monthly RA Capacity Payment.

**ARTICLE 3  
RESOURCE ADEQUACY CAPACITY PRODUCT**

During the Delivery Period, Seller shall provide to Buyer, pursuant to the terms of this Confirmation, RA Capacity as Designated RA Capacity in the amount of the Contract Quantity of (i) RAR Attributes and, if applicable, LAR Attributes if LAR Attributes is specified in Section 3.1, and (ii) FCR Attributes, if Flexible RA Product is specified in Section 3.2, and the Contract Quantity shall be either a Firm RA Product or a Contingent Firm RA Product, as specified in either Section 3.3 or Section 3.4 (the "**Product**"). The Product does not confer to Buyer any right to the electrical output from a Unit, other than the right to include the Designated RA Capacity associated with the Contract Quantity in RAR Showings, LAR Showings, and FCR Showings, as applicable, and any other capacity or resource adequacy requirements, markets or proceedings as specified in this Confirmation. Specifically, no energy or ancillary services associated with any Unit is required to be made available to Buyer as part of this Transaction, and Buyer shall not be responsible for compensating Seller for Seller's commitments of a Unit to the CAISO required by this Confirmation. Seller retains the right to sell pursuant to the Tariff any RA Capacity from a Unit that is in excess of that Unit's Contract Quantity and any RAR Attributes, LAR Attributes or FCR Attributes not otherwise transferred, conveyed, or sold from Seller to Buyer under this Confirmation. Unless otherwise set forth herein, Seller shall also retain any and all revenues received from the CAISO with respect to the Transaction contemplated by this Confirmation.

**3.1 RAR and LAR Attributes**

Seller shall provide Buyer with the Designated RA Capacity of RAR Attributes and, if applicable, LAR Attributes, if LAR Attributes is specified in Section 3.1, from each Unit, as measured in MWs, in accordance with the terms and conditions of this Agreement:

- LAR Attributes Included  
If selected, LAR Attributes to be provided from Local Capacity Area: North Coast / North Bay
- LAR Attributes Not Included

**3.2  Flexible RA Product**

Seller shall provide Buyer with Designated RA Capacity of FCR Attributes from the Unit(s) in an amount calculated for each Monthly Delivery Period as follows: (Contract Quantity / Unit NQC) x Unit EFC.

**3.3  Firm RA Product**

Seller shall provide Buyer with Designated RA Capacity from the Unit(s) in the amount of the Contract Quantity. If the Unit(s) are not available to provide the full amount of the Contract Quantity for any reason other than Force Majeure, including without limitation any Outage or any adjustment of the RA Capacity of any Unit, pursuant to Section 4.4, then, Seller shall provide Buyer with Designated RA Capacity from one or more Replacement Units. If Seller fails to provide Buyer with replacement Designated RA Capacity from Replacement Units, then Seller shall be liable for damages and/or required to indemnify Buyer for penalties or fines pursuant to the terms of Sections 4.7 and Section 4.8 hereof.

**3.4  Contingent Firm RA Product**

Seller shall provide Buyer with Designated RA Capacity from the Unit(s) in the amount of the Contract Quantity; provided, however, that if (i) the Unit(s) are not available to provide the full amount of the Contract Quantity due to Force Majeure, a Planned Outage, or a reduction of the Contract Quantity determined pursuant to Section 4.4, and (ii) Seller has provided Buyer written notice no later than the Notification Deadline that the full amount of Contract Quantity is not available, then Seller may either reduce the Contract Quantity or provide Buyer with Designated RA Capacity from one or more Replacement Units pursuant to Section 4.5 hereof for the applicable Showing Month. If Seller fails to provide Buyer with Designated RA Capacity in the amount of the Contract Quantity (x) for any reason other than Force Majeure, a Planned

Outage, or reduction of the Contract Quantity determined pursuant to Section 4.4, or (y) Seller failed to provide Buyer timely notice pursuant to this Section 3.4, then Seller shall be liable for damages and/or be required to reimburse and indemnify Buyer for penalties or fines pursuant to the terms of Sections 4.7 and Section 4.8 hereof.

## **ARTICLE 4 DELIVERY AND PAYMENT**

### **4.1 Delivery Period**

The Delivery Period shall be January 1, 2025 through December 31, 2036, inclusive. For the avoidance of doubt, nothing in this Agreement shall obligate Seller to provide any Product to Buyer for any period after the end of the Delivery Period.

### **4.2 Delivery Point**

The Delivery Point for each Unit shall be the CAISO Control Area, and if applicable, the LAR region in which the Unit is electrically interconnected.

### **4.3 Contract Quantity**

The Contract Quantity of the Unit(s) for each Monthly Delivery Period is set forth in Appendix B.

### **4.4 Adjustments to Contract Quantity**

- (a) Planned Outages: If Seller is unable to provide any portion of the Contract Quantity for any Showing Month due to a Planned Outage of a Unit, then Seller shall have the option, but not the obligation, upon written notice to Buyer by the Notification Deadline, to either (i) reduce the Contract Quantity for the applicable Showing Month in accordance with the Planned Outage, or (ii) provide Alternate Capacity in accordance with Section 4.5 up to the Contract Quantity for the applicable Showing Month.
- (b) Reductions in Unit NQC: If the Product is Contingent Firm RA Product, as specified in Section 3.4, then Seller's obligation to provide the Contract Quantity for any Showing Month may be reduced if (i) a Unit experiences a reduction in Unit NQC as determined by the CAISO, and (ii) Seller provides written notice of the reduction in Contract Quantity to Buyer by the Notification Deadline for the applicable Showing Month. Seller's potential reduction in Contract Quantity for each remaining Showing Month shall equal the product of (a) the applicable Showing Month Contract Quantity and (b) the total amount (in MW) that a Unit NQC was reduced since the Confirmation Effective Date, divided by (c) a Unit NQC as of the Confirmation Effective Date. If a Unit experiences a reduction in Unit NQC, then Seller has the option, but not the obligation, to provide the applicable Contract Quantity for such Showing Month from (i) the same Unit, provided the Unit has sufficient remaining and available Product and/or (ii) to provide Alternate Capacity, provided, that in each case Seller shall provide written notice of such Replacement Units by the Notification Deadline for the applicable Showing Month.
- (c) Reductions in Unit EFC: If the Product is Contingent Firm RA Product that includes FCR Attributes, as specified in Section 3.2, then Seller's obligation to provide FCR Attributes for a Unit in any Showing Month may be reduced by Seller if a Unit experiences a reduction in Unit EFC as determined by the CAISO. To the extent any such FCR Attributes reduction occur during the Delivery Period, Seller may reduce the amount of FCR Attributes provided to Buyer from a Unit on a pro rata basis based on the overall size (in MWs) of a Unit. For example, if Seller provides FCR Attributes from a Unit that has an Unit NQC of 100 MW and an Unit EFC of 100 MW, Seller's allocation of FCR Attributes to Buyer associated with 50 MW of Contract Quantity would be 50% of the Unit EFC, or 50 MW of Unit EFC. If a Unit EFC reduction causes a Unit with a 100 MW Unit NQC to then be eligible for only 50 MW of Unit EFC, then Seller's allocation of FCR Attributes to Buyer would be reduced on a pro rata basis to 25 MW (i.e. 50% of a Unit's 50 MW of Unit EFC). The Parties acknowledge and

agree that any such change to the FCR Attributes shall not (i) entitle Buyer to a change in the Contract Price or a change in the amounts payable under Section 4.9, (ii) result in any change to Seller's obligation to provide the Contract Quantity of RAR Attributes and, if applicable, LAR Attributes, to Buyer (iii) give either Party the right to terminate this Agreement, or (iv) allow for the severability of any provisions of this Confirmation pursuant to the Master Agreement.

- (d) UCAP: If during the Delivery Period the CAISO, the CPUC, or the applicable Governmental Body either replaces Unit NQC as the value utilized to measure the RA Capacity of a Unit, with a successor value such as unforced capacity (UCAP), or utilizes such successor value as a supplemental means of measuring the RA Capacity of a Unit together with Unit NQC, then from and after such replacement Seller shall provide written notice and convey to Buyer an amount of RA Capacity of a Unit of (i) no less than the amount obtained by calculating the Buyer's share of such qualifying capacity on a pro rata basis, but (ii) no more than the Contract Quantity (i.e. following such replacement, Seller's delivery obligation will be obtained by calculating the product of (A) the Contract Quantity divided by a Unit NQC, multiplied by (B) a Unit's overall qualifying capacity (in MW) as measured by such new method of measuring a Unit's qualifying capacity). There will be no change in payments owed by Buyer to the extent any such change in Contract Quantity is solely as result of the UCAP calculation methodology being applied equally to similar geothermal generator resources interconnected to the CAISO Balancing Authority Area; provided that, to the extent a UCAP adjustment factor is applied to Seller's Unit(s) based on the historical operations or performance of such Unit(s) that results in a Unit's overall qualifying capacity being less than the standard UCAP adjustment factor applied to the overall qualifying capacity for other similar geothermal generator resources interconnected to the CAISO Balancing Authority Area, then the Contract Quantity for purposes of payment shall be reduced by the difference (rounded to the nearest MW) between a Unit's UCAP adjustment factor and the standard UCAP adjustment factor for other similar geothermal generator resources interconnected to the CAISO Balancing Authority Area. After the implementation of UCAP and the corresponding reduction in Contract Quantity, if any, set forth in the preceding sentence, Seller shall remain solely responsible for managing its Units to ensure that Buyer receives the Contract Quantity (as adjusted for UCAP) for the remainder of the term of this Agreement.
- (e) Force Majeure: Seller's obligation to provide the Contract Quantity for any Showing Month may be reduced at Seller's option if (i) a Unit, or the transmission system used to deliver the Product from a Unit to the Delivery Point, is affected by Force Majeure, so that Seller is unable to delivery Product to Buyer for an applicable Showing Month, and (ii) Seller provides written notice to Buyer of such reduction in Contract Quantity by the Notification Deadline for the applicable Showing Month. If Seller is unable to provide the Contract Quantity to Buyer for a Showing Month due to the transmission system used to deliver the Product from a Unit to the Delivery Point being affected by Force Majeure, Seller has the option, but not the obligation, to provide Alternate Capacity.
- (f) Invoice Adjustment: In the event that the Contract Quantity is reduced due to an adjustment to Contract Quantity pursuant to Section 4.4, and Seller does not elect to provide Alternate Capacity pursuant to Section 4.4 and Section 4.5, then the invoice for the applicable Showing Month, calculated pursuant to Section 4.9, shall be adjusted to reflect the reduced amount of Contract Quantity provided from Seller to Buyer in the applicable Showing Month.

#### **4.5 Alternate Capacity**

- a) If Seller desires to provide the Contract Quantity of Product to Buyer for any Showing Month from a resource other than a Unit previously designated pursuant to Article 2 ("**Alternate Capacity**"), then Seller may, at no additional cost to Buyer, provide Buyer with Alternate Capacity from one or more replacement units (a "**Replacement Unit**"), with the total amount of Product provided to Buyer from Designated RA Capacity up to an amount equal to the Contract Quantity for an applicable Showing Month; provided that in each case, (i) Seller



shall provide written notice to Buyer of its intent to provide Alternative Capacity no later than the Notification Deadline for an applicable Showing Month, and (ii) the Replacement Unit(s) meet the requirements of the Product described in Article 2 and Article 3. If Seller notifies Buyer in writing of its intent to provide Alternate Capacity no later than the Notification Deadline for an applicable Showing Month, and the Replacement Unit(s) provided as Alternative Capacity meet the requirements of the Product as described in Article 2 and Article 3, then such Alternate Capacity shall be automatically deemed a Unit for purposes of this Confirmation for that Showing Month.

#### **4.6 Delivery of Product**

Subject to Seller's rights under Article 3, Section 4.4 and Section 4.5, Seller shall provide Buyer with the Designated RA Capacity of Product for each Showing Month consistent with the following:

- a) Seller shall provide Buyer with the Designated RA Capacity of Product for each day of each Showing Month.
- b) Seller shall, on a timely basis, submit, or cause a Unit's SC to submit, by the Notification Deadline (i) monthly Supply Plans, and (ii) annual Supply Plans if the Confirmation Effective Date is prior to the year-ahead Compliance Showing deadline applicable for the Delivery Period, to the CAISO, LRA, or other applicable Governmental Body in accordance with the applicable rules and requirements (including the CAISO Tariff), identifying and confirming the transfer of the Designated RA Capacity from Seller to Buyer for each Showing Month, unless Buyer specifically requests in writing that Seller not do so (it being understood that any Designated RA Capacity subject to such a request from Buyer will be deemed to have been provided to Buyer for all purposes under this Confirmation).
- c) The Product is delivered and received when the CIRA Tool shows the Supply Plan accepted for the Product from the Unit by CAISO or Seller complies with Buyer's instruction to withhold all or part of the Contract Quantity from Seller's Supply Plan for any Showing Month during the Delivery Period. Seller has failed to deliver the Product if (i) Buyer has elected to submit the Product from the Unit in its Resource Adequacy Plan and such submission is accepted by the CPUC and the CAISO but the Supply Plan and Resource Adequacy Plan are not matched in the CIRA Tool due solely to a Seller error, and are rejected by CAISO, or (ii) Seller fails to submit the volume of Designated RA Capacity for any Showing Month pursuant to this Confirmation. Buyer will have received the Contract Quantity if (x) Seller's Supply Plan is accepted by the CAISO for the applicable Showing Month, (y) Seller correctly submits the Supply Plan and the Supply Plan and/or Resource Adequacy Plan are not matched in the CIRA Tool due solely to a Buyer error or (z) Seller complies with Buyer's instruction to withhold all or part of the Contract Quantity from Seller's Supply Plan for the applicable Showing Month. Seller will not have failed to deliver the Contract Quantity if Buyer fails or chooses not to submit the Unit(s) and the Product in its Resource Adequacy Plan with the CPUC or CAISO.

#### **4.7 Damages for Failure to Provide Designated RA Capacity**

If Seller fails to provide Buyer with the Designated RA Capacity of Product for any Showing Month, and such failure is not excused under the terms of the Agreement, then the following shall apply:

- (a) Buyer may, but shall not be required to, replace any portion of the Designated RA Capacity not provided by Seller with capacity having equivalent RAR Attributes, and if applicable, LAR Attributes and/or FCR Attributes as the Designated RA Capacity not provided by Seller, provided, that, if any portion of the Designated RA Capacity that Buyer is seeking to replace is Designated RA Capacity having RAR Attributes and no LAR Attributes (such capacity shall also include FCR Attributes if specified in Section 3.2) and no such RAR capacity is available, then Buyer may replace such portion of the Designated RA Capacity with capacity having RAR Attributes and LAR Attributes (as well as FCR Attributes if specified in Section 3.2) ("**Replacement Capacity**"). Such Replacement Capacity may also be provided by

CAISO to Buyer pursuant to the Tariff. Buyer may enter into purchase transactions with one or more parties to replace any portion of Designated RA Capacity not provided by Seller. Additionally, Buyer may enter into one or more arrangements to repurchase its obligation to sell and deliver capacity to another party and, to the extent such transactions are done at prevailing market prices, such arrangements shall be considered equivalent to the procurement of Replacement Capacity. Buyer shall use commercially reasonable efforts to minimize damages when procuring any Replacement Capacity.

- (b) Seller shall pay to Buyer at the time set forth in Section 21 of the Master Agreement, the following damages in lieu of damages specified in Section 21 of the Master Agreement: an amount equal to the positive difference, if any, between (i) the sum of (A) the actual cost paid by Buyer for any Replacement Capacity, plus (B) each Capacity Replacement Price times the amount of the Designated RA Capacity neither provided by Seller nor purchased by Buyer pursuant to Section 4.7(a), and (ii) the Designated RA Capacity not provided for the applicable Showing Month times the Contract Price for that month. If Seller fails to pay these damages, then Buyer may, without limiting its other remedies, offset those damages owed it against any future amounts it may owe to Seller under this Confirmation pursuant to Section 28 of the Master Agreement.

#### **4.8 Reimbursement for Failure to Deliver Contract Quantity**

Subject to Seller's rights under Article 3, Section 4.4 and Section 4.5, to the extent Seller is required, and fails, to provide the Designated RA Capacity hereunder, Seller agrees to reimburse, indemnify, defend and hold harmless Buyer from any penalties, fines or costs assessed against Buyer by the CPUC, the CAISO, or any other Governmental Body to the extent not otherwise paid by Seller to Buyer under Section 4.7(b), resulting from any of the following:

- (a) Seller's failure to provide any portion of the Designated RA Capacity for any portion of the Delivery Period, and such failure is not excused under the terms of the Agreement;
- (b) Seller's failure to provide notice of the non-availability of any portion of Designated RA Capacity as required under Article 3, Section 4.5 and Section 4.6; or
- (c) The Unit Scheduling Coordinator's failure to timely submit Supply Plans that identify Buyer's right to the Designated RA Capacity purchased hereunder for an applicable Showing Month.

With respect to the foregoing, the Parties shall use commercially reasonable efforts to minimize such penalties, fines and costs; provided, that in no event shall Buyer be required to use or change its utilization of its owned or controlled assets or market positions to minimize these penalties, fines and costs. Seller will have no obligation to Buyer under this Section 4.8 in respect of the portion of Contract Quantity for which Seller has paid damages for Replacement Capacity pursuant to Section 4.7. If Seller fails to pay the foregoing penalties, fines or costs, or fails to reimburse Buyer for those penalties, fines or costs, then Buyer may offset those penalties, fines or costs against any future amounts it may owe to Seller under this Confirmation pursuant to Section 28 of the Master Agreement.

#### **4.9 Monthly RA Capacity Payment**

In accordance with the terms of Section 9 of the Master Agreement, with respect to each Showing Month, Buyer shall make a Monthly RA Capacity Payment to Seller for each Unit in arrears, after the applicable Showing Month. Each Unit's Monthly RA Capacity Payment shall be equal to the product of (a) the applicable Contract Price for that Monthly Delivery Period, (b) the Designated RA Capacity for the Monthly Delivery Period, and (c) 1,000; provided, however, that the Monthly RA Capacity Payment shall be prorated to reflect any portion of Designated RA Capacity that was not delivered pursuant to Section 4.4 at the time of the CAISO filing for the respective Showing Month. The final product of this Monthly RA Capacity Payment calculation shall be rounded to the nearest penny (i.e., two decimal places).

**RA CAPACITY PRICE TABLE**

<b>Contract Year/Month</b>	<b>RA Capacity Flat Price (\$/kW-month)</b>
2025-2036	██████

**4.10 Allocation of Other Payments and Costs**

Seller may retain any revenues it may receive from the CAISO or any other third party with respect to any Unit for (a) start-up, shut-down, and minimum load costs, (b) capacity revenue for ancillary services, (c) energy sales, (d) any revenues for black start or reactive power services, or (e) the sale of the unit-contingent call rights on the generation capacity of the Unit to provide energy to a third party, so long as such rights do not confer to such third party the right to claim any portion of the RA Capacity sold hereunder in order to make an RAR Showing, LAR Showing, FCR Showing, or any similar capacity or resource adequacy showing with the CAISO, CPUC or other Governmental Body. Buyer acknowledges and agrees that all Availability Incentive Payments are for the benefit of Seller and for Seller’s account, and that Seller shall receive, retain, or be entitled to receive all credits, payments, and revenues, if any, resulting from Seller achieving or exceeding Availability Standards. Any Non-Availability Charges are the responsibility of Seller, and for Seller’s account, and Seller shall be responsible for all fees, charges, or penalties, if any, resulting from Seller failing to achieve Availability Standards. If a centralized capacity market develops within CAISO, Buyer will have exclusive rights to offer, bid, or otherwise submit Designated RA Capacity provided to Buyer pursuant to this Confirmation for re-sale in such market, and retain and receive any and all related revenues; provided that any such contracting shall not require Seller to incur any additional out of pocket expense or limit or otherwise affect Seller’s rights under this Transaction. However, Buyer shall be entitled to receive and retain all revenues associated with the Designated RA Capacity of any Unit during the Delivery Period (including any capacity or availability revenues from RMR Agreements for any Unit, Reliability Compensation Services Tariff, and Residual Unit Commitment capacity payments, but excluding payments described in clauses (a) through (c) above). In accordance with Section 4.9 of this Confirmation, all such revenues received by Seller, or a Unit’s SC, owner, or operator shall be remitted to Buyer, and Seller shall indemnify Buyer for any such revenues that Buyer does not receive, and Seller shall pay such revenues to Buyer if the Unit’s SC, owner, or operator fails to remit those revenues to Buyer. If Seller fails to pay such revenues to Buyer, Buyer may offset any amounts owing to it for such revenues against any future amounts it may owe to Seller under this Confirmation pursuant to Section 28 of the Master Agreement.

**ARTICLE 5  
CAISO OFFER REQUIREMENTS**

During the Delivery Period, except to the extent any Unit is in an Outage, or is affected (or its transmission path is affected) by an event of Force Majeure that results in a partial or full Outage of that Unit, or as otherwise provided in Section 4.4, Seller shall either schedule or cause the Unit’s Scheduling Coordinator to schedule with, or make available to, the CAISO each Unit’s Designated RA Capacity in compliance with the Tariff, and shall perform all, or cause the Unit’s Scheduling Coordinator, owner, or operator, as applicable, to perform all obligations under the Tariff that are associated with the sale of Designated RA Capacity hereunder. Buyer shall have no liability for the failure of Seller or the failure of any Unit’s Scheduling Coordinator, owner, or operator to comply with such Tariff provisions, including any penalties or fines imposed on Seller or the Unit’s Scheduling Coordinator, owner, or operator for such noncompliance.

**ARTICLE 6  
EARLY TERMINATION**

The Parties have entered into a separate agreement for the purchase and sale of renewable energy, which is dated concurrently with the Confirmation Effective Date (herein after referred to as the “**RPS Agreement**”). The Parties agree that in the event the RPS Agreement is terminated pursuant to the Master Agreement,

Seller shall have the right, but not the obligation, to provide written notice to the Buyer that it is terminating this Transaction prior to the Notification Deadline for the next applicable Showing Month, and where such termination will become effective after the next applicable Showing Month. Termination pursuant to this Article 6 will not be deemed a Seller Event of Default nor a Buyer Event of Default, and Seller and Buyer shall not be subject to damages or ongoing obligations as a result of such termination.

## **ARTICLE 7 GENERAL REPRESENTATIONS AND WARRANTIES**

In addition to the representations and warranties contained in Section 37 of the Master Agreement, each of Buyer and Seller represents and warrants to the other party that, as of the Effective Date:

- (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;
- (b) it has all contractual, governmental, regulatory and legal authorizations necessary for it to legally perform its obligations under this Confirmation;
- (c) the execution, delivery and performance of this Confirmation are within its powers, have been duly authorized by all necessary action;
- (d) this Confirmation and each other document executed and delivered in accordance with this Confirmation constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally, and with regard to equitable remedies, the discretion of the court before which proceedings to obtain same may be pending; and
- (e) it is acting for its own account, has made its own independent decision to enter into this Confirmation and as to whether this Confirmation is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in doing so, and is capable of assessing the merits of and understanding, and understands and accepts, the terms and conditions and risks of this Confirmation; and
- (f) with respect to the Master Agreement and this Confirmation, the obligations to make payments hereunder do not constitute or create any kind of lien on, or security interest in, any property or revenues of Buyer.

## **ARTICLE 8 OTHER BUYER AND SELLER COVENANTS**

Buyer and Seller shall, throughout the Delivery Period, take all commercially reasonable actions and execute any and all documents or instruments reasonably necessary to ensure Buyer's right to the use of the Contract Quantity for the sole benefit of Buyer's RAR, LAR and/or FCR, as applicable. Such commercially reasonable actions shall include, without limitation:

- (a) Cooperating with and providing, and in the case of Seller causing each Unit's Scheduling Coordinator, owner, or operator to cooperate with and provide requested supporting documentation to the CAISO, the CPUC, or any other Governmental Body responsible for administering RAR, LAR and/or FCR under Applicable Laws, to certify or qualify the Contract Quantity as RA Capacity and Designated RA Capacity. Such actions shall include, without limitation, providing information requested by the CAISO, the CPUC, or by an LRA having jurisdiction, to demonstrate for each Showing Month of the Delivery Period the ability to deliver the Contract Quantity from each Unit to the CAISO Controlled Grid consistent with the Product attributes described in Article 2 and Article 3 of the Confirmation, and providing information requested by the CPUC, the CAISO or other Governmental Body having jurisdiction to administer RAR, LAR or FCR to demonstrate that the Contract Quantity can

be delivered to the CAISO Controlled Grid, pursuant to "deliverability" standards established by the CAISO, or other Governmental Body having jurisdiction to administer RAR, LAR and/or FCR; and

- (b) Negotiating in good faith to make necessary amendments, if any, to this Confirmation, which are subject to agreement of the Parties, in each Party's sole discretion, to conform this Transaction to subsequent clarifications, revisions, or decisions rendered by the CPUC, CAISO, FERC, or other Governmental Body having jurisdiction to administer RAR, LAR and FCR, so as to maintain the benefits of the bargain struck by the Parties on the Confirmation Effective Date.
- (c) If a change in Applicable Laws or in the Tariff render this Agreement or any provision hereof incapable of being performed or administered, then either Party may request that Buyer and Seller enter into negotiations to make the minimum changes to this Agreement necessary to make this Agreement capable of being performed and administered, while attempting to preserve to the maximum extent possible the benefits, burdens, and obligations set forth in this Agreement as of the Confirmation Effective Date. Upon delivery of such a request, Buyer and Seller shall engage in such negotiations in good faith. If Buyer and Seller are unable, within sixty (60) days after delivery of such request, to agree upon changes to this Agreement or to resolve issues relating to changes to this Agreement, then either Party may submit issues pertaining to changes to this Agreement to the Dispute Resolution process set forth in Section 34 of the Master Agreement. Notwithstanding the foregoing, a change in cost shall not in and of itself be deemed to render this Agreement or any of the provisions hereof incapable of being performed or administered, or constitute, or form the basis of, a Force Majeure.

Seller represents, warrants and covenants to Buyer that, throughout the Delivery Period:

- (d) Seller owns or has the exclusive right to the RA Capacity sold under this Confirmation from each Unit, and shall furnish Buyer, CAISO, CPUC or other jurisdictional LRA, or other Governmental Body with such evidence as may reasonably be requested to demonstrate such ownership or exclusive right;
- (e) No portion of the Contract Quantity has been committed by Seller to any third party in order to satisfy RAR, LAR, FCR or such analogous capacity obligations in any non-CAISO or CAISO markets, other than pursuant to an RMR Agreement between the CAISO and either Seller or the Unit's owner or operator;
- (f) Each Unit is connected to the CAISO Controlled Grid, is within the CAISO Control Area, or is under the control of CAISO;
- (g) The owner or operator of each Unit is obligated to comply with Applicable Laws, including the Tariff, relating to RA Capacity and, as applicable, RAR, LAR and/or FCR;
- (h) If Seller is the owner of any Unit, the respective cumulative sums of LAR Attributes, RAR Attributes, and FCR Attributes that Seller has sold, assigned or transferred for any Unit does not exceed that Unit's RA Capacity, including Unit NQC and Unit EFC, as applicable;
- (i) With respect to the RA Capacity provided under this Confirmation, Seller shall, and each Unit's Scheduling Coordinator is obligated to, comply with Applicable Laws, including the Tariff, relating to RA Capacity, and RAR, LAR and FCR;
- (j) Seller has notified the Scheduling Coordinator of each Unit that Seller has transferred the Designated RA Capacity to Buyer, and the Scheduling Coordinator is obligated to deliver the Supply Plans in accordance with the Tariff and this Agreement;
- (k) Seller has notified the Scheduling Coordinator of each Unit that Seller is obligated to cause each Unit's Scheduling Coordinator to provide to the Buyer, by the Notification Deadline for each RAR Showing, LAR Showing, and/or FCR Showing, as applicable, the Designated RA Capacity of each Unit that is to be submitted in the Supply Plan associated with this Agreement for the applicable period; and

- (l) Seller has notified each Unit's SC that Buyer is entitled to the revenues set forth in Section 4.10 of this Confirmation, and such SC is obligated to promptly deliver those revenues to Buyer, along with appropriate documentation supporting the amount of those revenues.

## **ARTICLE 9 CONFIDENTIALITY**

Except as provided in this Article 9 and the California Public Records Act, neither Party shall publish, disclose, or otherwise divulge Confidential Information to any person at any time during or after the term of this Agreement, without the other Party's prior express written consent; provided, however, Seller acknowledges that Buyer is a public agency subject to the requirement of the California Public Records Act (Cal. Gov. Code section 6250 et seq.), and therefore this Agreement and any related documents will be subject to disclosure unless otherwise protected by the act or applicable law. Each Party shall permit knowledge of and access to Confidential Information only to those of its affiliates and to persons investing in, providing funding to or acquiring it or its affiliates, and to its and the foregoing persons' respective attorneys, accountants, representatives, agents and employees who have a need to know such Confidential Information related to this Agreement.

A Party may release Confidential Information, or a portion thereof, as required by Applicable Law. A Party may disclose Confidential Information to accountants in connection with audits. In the event a Party is required to release Confidential Information, such Party shall notify the other Party of the required disclosure, such that the other Party may attempt (if such Party so chooses), at its sole cost, to cause the recipient of the Confidential Information to treat such information in a confidential manner, and to prevent such information from being disclosed or otherwise becoming part of the public domain.

Notwithstanding Section 30.1 of the Master Agreement and this Article 9, Buyer may disclose information regarding this Agreement to any Governmental Body, the CPUC, the CAISO or any LRA having jurisdiction in order to support its RAR Showings, LAR Showings and/or FCR Showings, as applicable, and Seller may disclose the information regarding this Agreement to the Scheduling Coordinator of each Unit in order for such Scheduling Coordinator to timely submit Supply Plans. Buyer may disclose information related to this Transaction to a Subsequent Buyer; provided that any Subsequent Buyer agrees in writing to maintain the confidentiality of such information consistent with this Section 9.

## **ARTICLE 10 BUYER'S RE-SALE OF PRODUCT**

- (a) Buyer may re-sell all or a portion of the Contract Quantity of Product hereunder; provided, however, that any such re-sale does not increase Seller's obligations, costs or liabilities hereunder. Seller will, or will cause the Unit's SC, to follow Buyer's instructions with respect to providing such resold Product to Subsequent Buyers, to the extent such instructions are consistent with Seller's obligations under this Confirmation. Seller will, and will cause the Unit's SC, to take all commercially reasonable actions and execute all documents or instruments reasonably necessary to allow such Subsequent Buyers to use such resold Product in a manner consistent with Buyer's rights under this Confirmation. If Buyer incurs any liability to a Subsequent Buyer due to the failure of Seller or the Unit's SC to comply with this Confirmation, Seller will be liable to Buyer for the same amounts Seller would have owed Buyer under this Confirmation if Buyer had not resold the Product.
- (b) Buyer will notify Seller in writing of any resale of Product and the Subsequent Buyer no later than five Business Days before the Compliance Showing deadline for the applicable Showing Month. Buyer will notify Seller of any subsequent changes or further resales no later than five Business Days before the Compliance Showing deadline for the applicable Showing Month.

- (c) If CAISO or CPUC develops a centralized capacity market, Buyer will have exclusive rights to offer, bid, or otherwise submit the applicable Contract Quantity of Product for each day during the Delivery Period provided to Buyer pursuant to this Confirmation for re-sale in such market, and retain and receive all revenues from such re-sale. Seller agrees to take all commercially reasonable actions to assist Buyer with such re-sale, provided that Seller's obligation to assist shall not require modification of any of the commercial terms of this Confirmation.

#### **ARTICLE 11 MARKET BASED RATE AUTHORITY**

Seller agrees, in accordance with Federal Energy Regulatory Commission (FERC) Order No. 697, to, upon reasonable request of Buyer, submit a letter of concurrence in support of any affirmative statement by Buyer that this contractual arrangement does not transfer "ownership or control of generation capacity" from Seller to Buyer as the term "ownership or control of generation capacity" is used in 18 CFR Section 35.42. Seller also agrees that it will not, in filings, if any, made subject to Order Nos. 652 and 697, claim that this contractual arrangement conveys ownership or control of generation capacity from Seller to Buyer.

#### **ARTICLE 12 CREDIT REQUIREMENTS**

Seller and Buyer are entering into the RPS Agreement concurrently with the execution of this Confirmation. The credit and security requirements for Seller and Buyer under this Confirmation are set forth in the RPS Agreement. The provisions of the RPS Agreement shall govern the credit and security requirements for this Confirmation, including, but not limited to, posting, maintenance, drawing, and release of any security requirements. However, if the RPS Agreement is terminated for any reason, but this Confirmation continues in force, the Parties will amend this Confirmation within thirty (30) days after such termination to include the relevant portions of the RPS Agreement relating to credit and security requirements (with such changes as may be necessary to reflect the differences between the two confirmations) and **Schedule 1** to the RPS Agreement, except that the amounts on **Schedule 1** to the RPS Agreement will be reduced to reflect the proportionate reduction in Buyer's and Seller's overall exposure as a result of the termination of the RPS Agreement, as determined by Buyer and Seller in a commercially reasonable manner.

To secure its obligations under this Confirmation, and until released as provided herein, Seller hereby grants to Buyer a present and continuing first-priority security interest in, and lien on (and right to net against), and assignment of all cash security posted for this Confirmation, and all interest or proceeds resulting therefrom or from the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of Buyer, and Seller agrees to take all actions as Buyer reasonably requires in order to allow Buyer to perfect Buyer's security interest in, and lien on (and right to net against), such collateral and any and all proceeds resulting therefrom or from the liquidation thereof.

To secure its obligations under this Confirmation, and until released as provided herein, Buyer hereby grants to Seller a present and continuing first-priority security interest in, and lien on (and right to net against), and assignment of all cash security posted for this Confirmation, and all interest or proceeds resulting therefrom or from the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of Seller, and Buyer agrees to take all actions as Seller reasonably requires in order to allow Seller to perfect Seller's security interest in, and lien on (and right to net against), such collateral and any and all proceeds resulting therefrom or from the liquidation thereof.

#### **ARTICLE 13 MASTER AGREEMENT AMENDMENTS**

For this Transaction, the Master Agreement shall be amended as follows:

- (a) Section 14 of the Master Agreement is amended by inserting the following new text at the end thereof:

“Notwithstanding the above, for purposes of Buyer effecting a prepay transaction, Buyer may from time to time assign the right to receive all or a portion of the Product that would otherwise be delivered to Buyer hereunder. In connection with any such assignment to effect a prepay transaction, Buyer and Seller agree to execute a commercially reasonable form of assignment agreement to be agreed to by the Parties. For the avoidance of doubt, Buyer will remain responsible for all its obligations under this Agreement related to such assigned Product, including (i) the obligation to pay for such Product to the extent the assignee thereof does not do so, and (ii) any damages associated with such assignee’s failure to take any such Product.

Buyer may also from time to time and at any time assign any or all of its rights, and delegate any or all of its obligations under this Agreement, in whole or in part to one or more Participating Members, provided, such assignment is commercially reasonable to Seller, and provided further, Buyer obtains Seller’s prior written consent for such assignment, where such consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, in connection with any such assignment to one or more Participating Members, such Participating Members shall (i) have an Investment Grade Rating at the time of the assignment, and (ii) execute and deliver to Seller a written assumption agreement to be agreed to by the Parties, in favor of Seller pursuant to which any such Participating Member shall assume all the obligations of Buyer under this Agreement, thereby relieving the assignor Buyer from its duties and obligations hereunder and thereunder.

In addition, Seller has the right to assign this Agreement as collateral for any financing or refinancing of the Project. In connection with any financing or refinancing of the Project by Seller, Buyer shall in good faith work with Seller and its lender to execute a commercially reasonable form of assignment agreement to be agreed to by the Parties.”

(b) Section 21.1 of the Master Agreement is amended by deleting “direct” in the ninth line thereof. The Parties also agree that the waiver on the fifth line of that section does not apply to any damages or other remedies expressly provided for in this Confirmation.

(c) Section 22.1 of the Master Agreement is modified by deleting subsection (d) and replacing it with “[intentionally omitted]” and by inserting the following new text at the end thereof:

“(f) the failure of the Defaulting Party to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party’s obligations to deliver or receive the quantities of Product due under this Agreement, the exclusive remedy for which is provided in this Confirmation and in Section 21.3) if such failure is not remedied within ten (10) Business Days after written notice;

(g) the failure of the Defaulting Party to pay its debts generally as they become due or the Defaulting Party’s admission in a writing that it is unable to generally pay its debts as they become due;

(h) the institution, by the Defaulting Party, of a general assignment for the benefit of its creditors; or

(i) the application for, consent to, or acquiescence to, by the Defaulting Party, the appointment of a receiver, custodian, trustee, liquidator, or similar official for all or a substantial portion of its assets.”



- (d) Section 22.2(b) of the Master Agreement is amended by inserting in Section 22.2, “and is continuing” after “Event of Default occurs” in the first line thereof and deleting the second sentence therein.
- (e) Section 22.3 of the Master Agreement is amended by:
1. In Section 22.3(b), replacing the second sentence thereof with “The “Present Value Rate” shall mean an annual rate equal to the “prime rate” as published in the Wall Street Journal from to time plus 2%.”;
  2. In Section 22.3(c), deleting the third sentence thereof and replacing it with the following: “If the Non-Defaulting Party’s aggregate Gains exceed its aggregate Losses and Costs, if any, resulting from the termination of this Agreement or a Confirmation, the Termination Payment for all such Terminated Transactions shall be zero, notwithstanding any provision in this Section or Agreement to the contrary.”
  3. In Section 22.3(e), delete the entire provision (including subsections) and replace it with the following: “[Intentionally omitted]”
  4. In Section 22.3(f), delete the entire provision and replace it with the following:  
  
“If the Defaulting Party disagrees with the calculation of the Termination Payment and the Parties cannot otherwise resolve their differences, and provided that Defaulting Party has paid the undisputed part of the Termination Payment to the Non-Defaulting Party as provided under Section 22.3(c), and that any amounts disputed by the Defaulting Party are disputed in good faith, then the Defaulting Party may submit the calculation issue to Dispute Resolution pursuant to Section 34.”
- (f) In Section 24, delete the first sentence and replace it with the following:  
  
“This Agreement and any Confirmation shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of laws rules thereof.
- (g) The netting provisions of Section 28, NETTING, of the Master Agreement shall apply to the transaction covered by this Confirmation and the RPS Agreement as if Buyer and Seller had both executed Exhibit A, NETTING, to the Master Agreement. Both Parties intend for the netting provisions of Exhibit A to the Master Agreement to be effective on the Confirmation Effective Date.
- (h) Section 30.1 of the Master Agreement is amended by inserting “or requested” after the word “required” in Section 30.1(4), by deleting “or” immediately before clause (7), and by adding the following at the end of the first sentence: “; or (8) to the Party’s and such Party’s affiliates’ lenders and potential lenders, investors or potential investors, counsel, accountants, advisors and agents who have a need to know such information and have agreed to keep such terms confidential”.
- (i) Section 31 of the Master Agreement is amended by deleting the second sentence thereof.
- (j) Subsections 34.1 and 34.2 of the Master Agreement are hereby deleted and replaced with the following:  
  
“34.1 INFORMAL DISPUTE RESOLUTION  
  
IN THE EVENT OF ANY DISPUTE ARISING UNDER THIS TRANSACTION, WITHIN TEN (10) DAYS FOLLOWING THE RECEIPT OF A WRITTEN NOTICE FROM

EITHER PARTY IDENTIFYING SUCH DISPUTE, THE PARTIES SHALL MEET, NEGOTIATE AND ATTEMPT, IN GOOD FAITH, TO RESOLVE THE DISPUTE QUICKLY, INFORMALLY AND INEXPENSIVELY. IF THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE ARISING HEREUNDER WITHIN THIRTY (30) DAYS AFTER RECEIPT OF SUCH NOTICE, THEN EITHER PARTY MAY SEEK ANY AND ALL REMEDIES AVAILABLE TO IT AT LAW OR IN EQUITY, SUBJECT TO THE LIMITATIONS SET FORTH IN THIS TRANSACTION.”

“34.2 EXCLUSIVE JURISDICTION

EACH PARTY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN SAN FRANCISCO, CALIFORNIA, FOR ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY TRANSACTION, AND EXPRESSLY WAIVES ANY OBJECTION IT MAY HAVE TO SUCH JURISDICTION OR THE CONVENIENCE OF SUCH FORUM.”

- (k) The phrase “arbitration or” is hereby deleted from the first line of Section 34.4.
- (l) The following shall be inserted as a new Section 34.5; PROVIDED HOWEVER, THAT THE FOLLOWING NEW SECTION 34.5 SHALL NOT LIMIT BUYER’S RIGHT TO RECOVER FROM SELLER, OR SELLER’S OBLIGATION TO PAY BUYER, ANY AND ALL AMOUNTS OWED UNDER SECTION 4.7 AND SECTION 4.8 OF THIS CONFIRMATION, INCLUDING PENALTIES AS SPECIFIED THEREIN:

“34.5 LIMITATION OF DAMAGES. FOR BREACH OF ANY PROVISION OF THIS CONFIRMATION AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, THE EXPRESS REMEDY OR MEASURE OF DAMAGES PROVIDED IS THE SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT AND ALL OTHER REMEDIES FOR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT FOR A PARTICULAR BREACH, LIABILITY FOR THE BREACH IS LIMITED TO DIRECT DAMAGES ONLY, WHICH SHALL BE THE SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT FOR SUCH BREACH, AND ALL OTHER REMEDIES FOR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY IS LIABLE FOR ANY OTHER TYPE OF DAMAGE, INCLUDING INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OF ANY NATURE (INCLUDING DAMAGES ASSOCIATED WITH LOST PROFITS, BUSINESS INTERRUPTION AND LOSS OF GOODWILL) ARISING AT ANY TIME, WHETHER IN TORT (INCLUDING THE SOLE OR CONTRIBUTORY NEGLIGENCE OF EITHER PARTY OR ANY RELATED PERSON), WARRANTY, STRICT LIABILITY, CONTRACT OR STATUTE, UNDER ANY INDEMNITY PROVISION, OR OTHERWISE; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT LIMIT EITHER PARTY’S RIGHT TO RECOVER DAMAGES UNDER EXPRESS INDEMNITY PROVISIONS SET FORTH IN THE CONFIRMATION.”

- (m) Section 41 “Witness” of the Master Agreement shall become Section 42 and the following “Standard of Review” Section shall be substituted in its place:

“The Parties agree as follows:

1. Absent the agreement of all Parties to the proposed change, the standard of review for changes to any section of this Agreement (including all Transactions and/or Confirmations) specifying the rate(s) or other material economic terms and conditions agreed to by the Parties herein, whether proposed by a Party, a non-party or FERC acting sua sponte, shall be the “public interest” standard of review 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)( the “Mobile-

Sierra” doctrine) and clarified in *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish* 554 U.S. 527 (2008) and *NRG Power Marketing LLC v. Maine Pub. Util. Comm’n*, 558 U.S. 165 (2010).

2. The Parties, for themselves and their successors and assigns, (i) agree that this “public interest” standard shall apply to any proposed changes in any other documents, instruments or other agreements executed or entered into by the Parties in connection with this Agreement and (ii) hereby expressly and irrevocably waive any rights they can or may have to the application of any other standard of review, including the “just and reasonable” standard.”

#### **ARTICLE 14 COUNTERPARTS**

This Confirmation may be signed in any number of counterparts with the same effect as if the signature to counterparty were upon a single instrument. The Parties may rely on electric, or scanned signatures as originals under this Confirmation. Delivery of an executed signature page of this Confirmation by facsimile or electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature page.

#### **ARTICLE 15 ENTIRE AGREEMENT, NO ORAL AGREEMENTS OR MODIFICATIONS**

This Confirmation sets forth the terms of the Transaction into which the Parties have entered into and (together with the Master Agreement, as revised by this Confirmation) shall constitute the entire agreement between the Parties relating to the purchase and sale of the Product. Notwithstanding any other provisions of the Agreement, this Transaction may be confirmed only through a Documentary Writing executed by both Parties, and this Transaction may only be amended or modified by a Documentary Writing executed by both Parties.

#### **ARTICLE 16 EMISSION PERFORMANCE STANDARD**

This Agreement is a “covered procurement” under the CEC’s EPS and Buyer shall make the required compliance filing with the CEC within 10 Business Days of the Effective Date. The Parties agree that this Agreement shall be void and all pending Product deliveries terminated no later than the effective date of any final decision by the CEC pursuant to the California Code of Regulations, Title 20, Section 2910 that the covered procurement fails to comply with EPS, without penalty to Buyer or Seller. The Parties acknowledge that the Project is “determined to be compliant” pursuant to 20 CCR §§ 2903(b)(1) or (2).

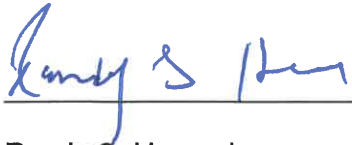
[SIGNATURE PAGE FOLLOWS]

**ACKNOWLEDGED AND AGREED TO AS OF THE CONFIRMATION EFFECTIVE DATE**

**Geysers Power Company, LLC**

**Northern California Power Agency**

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: Gevan Reeves

Name: Randy S. Howard

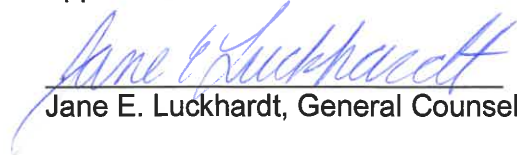
Title: Vice President and Authorized Signatory

Title: General Manager

Attest:

  
\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

  
\_\_\_\_\_  
Jane E. Luckhardt, General Counsel

**ACKNOWLEDGED AND AGREED TO AS OF THE CONFIRMATION EFFECTIVE DATE**

**Geysers Power Company, LLC**

**Northern California Power Agency**

RA

By: 

By: \_\_\_\_\_

Name: Gevan Reeves

Name: Randy S. Howard

Title: Vice President and Authorized Signatory

Title: General Manager

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel

**Appendix A - 1**

**Designated Unit Information**

Name:	To be provided by Seller
Location:	To be provided by Seller
CAISO Resource ID:	To be provided by Seller
Unit NQC:	To be provided by Seller
Unit EFC:	To be provided by Seller
Resource Type:	Geothermal
Resource Category (MCC 1, 2, 3 or 4):	4 (7x24 Availability)
FCR Category (1, 2 or 3):	To be provided by Seller
Path 26 (North or South):	North
Local Capacity Area (if any, as of Confirmation Effective Date):	NCNB
Deliverability restrictions, if any, as described in most recent CAISO deliverability assessment:	None
Run Hour Restrictions:	None

**Appendix A -2**  
**Units Comprising the Geysers geothermal power plants:**

<b>Name of Facility</b>	<b>Single Line Facility Name</b>	<b>CAISO Resource ID</b>	<b>CEC RPS ID</b>	<b>WREGIS GU ID</b>
Aidlin Power Plant	AIDLIN P.P. (CPN-1)	ADLIN_1_UNITS	60115A	W484
Sonoma Power Plant	SONOMA P.P. (CPN-3)	SMUDGO_7_UNIT 1	60010A	W127
Geysers Unit 5&6	MC CABE P.P. (CPN 5&6)	GYS5X6_7_UNITS	60002A	W117
Geysers Unit 7&8	RIDGE LINE P.P. (CPN 7&8)	GYS7X8_7_UNITS	60003A	W118
Geysers Unit 11	EAGLE ROCK P.P. (CPN-11)	GEYS11_7_UNIT11	60025A	W119
Geysers Unit 12	COBB CREEK PP (CPN-12)	GEYS12_7_UNIT12	60004A	W120
Geysers Unit 13	BIG GEYSERS PP (CPN-13)	GEYS13_7_UNIT13	60005A	W121
Geysers Unit 14	SULPHUR SPRINGS PP (CPN-14)	GEYS14_7_UNIT14	60026A	W122
Geysers Unit 16	QUICKSILVER PP (CPN-16)	GEYS16_7_UNIT16	60006A	W123
Geysers Unit 17	LAKE VIEW P.P. (CPN-17)	GEYS17_7_UNIT17	60007A	W124
Geysers Unit 18	SOCRATES P.P. (CPN-18)	GEYS18_7_UNIT18	60008A	W125
Calistoga Power Plant	COLISTOGA P.P. (CPN-19)	SANTFG_7_UNITS	60117A	W486
Geysers Unit 20	GRANT P.P. (CPN-20)	GEYS20_7_UNIT20	60009A	W126

## **Appendix B**

### **Contract Quantity (MWs)**

<b>Contract Year/Month</b>	<b>Contract Quantity (MWs)</b>
January 2025	50 MW
February 2025	50 MW
March 2025	50 MW
April 2025	50 MW
May 2025	50 MW
June 2025	50 MW
July 2025	50 MW
August 2025	50 MW
September 2025	50 MW
October 2025	50 MW
November 2025	50 MW
December 2025	50 MW

<b>Contract Year/Month</b>	<b>Contract Quantity (MWs)</b>
January 2026	50 MW
February 2026	50 MW
March 2026	50 MW
April 2026	50 MW
May 2026	50 MW
June 2026	50 MW
July 2026	50 MW
August 2026	50 MW
September 2026	50 MW
October 2026	50 MW
November 2026	50 MW
December 2026	50 MW

<b>Contract Year/Month</b>	<b>Contract Quantity (MWs)</b>
January 2027	100 MW
February 2027	100 MW
March 2027	100 MW
April 2027	100 MW
May 2027	100 MW
June 2027	100 MW
July 2027	100 MW
August 2027	100 MW
September 2027	100 MW
October 2027	100 MW
November 2027	100 MW
December 2027	100 MW

<b>Contract Year/Month</b>	<b>Contract Quantity (MWs)</b>
January 2028	100 MW
February 2028	100 MW
March 2028	100 MW
April 2028	100 MW
May 2028	100 MW
June 2028	100 MW
July 2028	100 MW
August 2028	100 MW
September 2028	100 MW
October 2028	100 MW
November 2028	100 MW
December 2028	100 MW



<b>Contract Year/Month</b>	<b>Contract Quantity (MWs)</b>
January 2029	100 MW
February 2029	100 MW
March 2029	100 MW
April 2029	100 MW
May 2029	100 MW
June 2029	100 MW
July 2029	100 MW
August 2029	100 MW
September 2029	100 MW
October 2029	100 MW
November 2029	100 MW
December 2029	100 MW

<b>Contract Year/Month</b>	<b>Contract Quantity (MWs)</b>
January 2030	100 MW
February 2030	100 MW
March 2030	100 MW
April 2030	100 MW
May 2030	100 MW
June 2030	100 MW
July 2030	100 MW
August 2030	100 MW
September 2030	100 MW
October 2030	100 MW
November 2030	100 MW
December 2030	100 MW

<b>Contract Year/Month</b>	<b>Contract Quantity (MWs)</b>
January 2031	100 MW
February 2031	100 MW
March 2031	100 MW
April 2031	100 MW
May 2031	100 MW
June 2031	100 MW
July 2031	100 MW
August 2031	100 MW
September 2031	100 MW
October 2031	100 MW
November 2031	100 MW
December 2031	100 MW

<b>Contract Year/Month</b>	<b>Contract Quantity (MWs)</b>
January 2032	100 MW
February 2032	100 MW
March 2032	100 MW
April 2032	100 MW
May 2032	100 MW
June 2032	100 MW
July 2032	100 MW
August 2032	100 MW
September 2032	100 MW
October 2032	100 MW
November 2032	100 MW
December 2032	100 MW

<b>Contract Year/Month</b>	<b>Contract Quantity (MWs)</b>
January 2033	100 MW
February 2033	100 MW
March 2033	100 MW
April 2033	100 MW
May 2033	100 MW
June 2033	100 MW
July 2033	100 MW
August 2033	100 MW
September 2033	100 MW
October 2033	100 MW
November 2033	100 MW
December 2033	100 MW

<b>Contract Year/Month</b>	<b>Contract Quantity (MWs)</b>
January 2034	100 MW
February 2034	100 MW
March 2034	100 MW
April 2034	100 MW
May 2034	100 MW
June 2034	100 MW
July 2034	100 MW
August 2034	100 MW
September 2034	100 MW
October 2034	100 MW
November 2034	100 MW
December 2034	100 MW

<b>Contract Year/Month</b>	<b>Contract Quantity (MWs)</b>
January 2035	100 MW
February 2035	100 MW
March 2035	100 MW
April 2035	100 MW
May 2035	100 MW
June 2035	100 MW
July 2035	100 MW
August 2035	100 MW
September 2035	100 MW
October 2035	100 MW
November 2035	100 MW
December 2035	100 MW

<b>Contract Year/Month</b>	<b>Contract Quantity (MWs)</b>
January 2036	100 MW
February 2036	100 MW
March 2036	100 MW
April 2036	100 MW
May 2036	100 MW
June 2036	100 MW
July 2036	100 MW
August 2036	100 MW
September 2036	100 MW
October 2036	100 MW
November 2036	100 MW
December 2036	100 MW