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Public Agency, No Filing Fee Required
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF IMPERIAL

MICHAEL ABATTI, TRUSTEE OF THE MICHAEL and KERRI ABATTI FAMILY TRUST AND MIKE ABATTI FARMS, A CALIFORNIA LIMITED LIABILITY COMPANY,

Plaintiffs and Petitioners,

vs.

IMPERIAL IRRIGATION DISTRICT and DOES 1-10,

Defendants and Respondents.

Case No: ECU 07980

Assigned for All Purposes to Honorable L. Brooks Anderholt, Dept. 9

DECLARATION OF TINA A. SHIELDS IN SUPPORT OF IMPERIAL IRRIGATION DISTRICT'S OPPOSITION TO PLAINTIFFS' MOTION FOR CONTEMPT

Date: February 4, 2020
Time: 8:30 a.m.
Dept.: 9

Date Action Filed: Nov. 27, 2013

I, Tina A. Shields, declare and state as follows:

1. I have been employed by the Defendant and Respondent Imperial Irrigation District ("IID") since 1992. Currently, I hold the position of Water Department Manager, and have worked for IID in that position since October 2014. Except as to matters stated on information and belief, which I believe to be true, I have personal knowledge of the following facts and if called and sworn as a witness, could and would so testify. I make this declaration in support of IID's Opposition to Plaintiffs' Motion for Contempt.

2. Based upon my review of records kept by IID in its ordinary course of business, IID first agreed by a letter authorized by the IID Board of Directors to supply water to Heber Geothermal Company ("Heber Geothermal") on July 16, 1985. The 1985 Agreement was replaced by a new water supply agreement entered between IID and Heber Geothermal on August 16, 1994. Copies of the 1985 Agreement and the 1994 Agreement appear in IID's records that IID keeps in its ordinary course of business.

3. As the Water Department Manager, I attended a meeting of IID's Board of Directors on September 1, 2015. During this meeting, I presented to the IID Board and the Board approved the Amended and Restated Water Supply Agreement between IID and Heber Geothermal Company LLC and Heber Field Company (collectively "Heber Geothermal") ("the 2015 Agreement"). According to terms of the 2015 Agreement, the parties agreed to "restate the 1994 Agreement in its entirety...." Pursuant to the 2015 Agreement, Heber Geothermal was allowed a maximum of 1,800 acre-feet per year of water. Under Section 25.1, the 2015 Agreement may be amended. A true and correct copy of the 2015 Agreement is attached hereto as **Exhibit A**. The terms of the 2015 Agreement currently govern the parties except as set forth in the 2019 Amendment discussed on Paragraph 5 below an in Exhibit B.

4. As the Water Department Manager, I attended the meeting of IID's Board of Directors on November 18, 2019. During this meeting I presented to the IID Board and the Board approved an amendment to the 2015 Agreement ("the 2019 Amendment" or "the Amendment"). The Amendment made only two substantive changes to the 2015 Agreement: (1)

it changed the maximum amount of water available to Heber Geothermal per year from 1,800 to 2,300 acre-feet; and (2) it added terms for a one-time payment of a "Water Supply Payment Supplement" in the amount of $3,657,750 for the development of water conservation projects, storage projects, and other water augmentation projects through alternative sources. The Amendment includes an additional provision stating that aside from the expressly amended changes, the 2015 Agreement is unmodified and remains in full force and effect. A true and correct copy of the 2019 Amendment is attached hereto as **Exhibit B**.

5. Under Sections 3.26 and 6.1 (as amended), Heber Geothermal is only entitled to a maximum of 2,300 acre-feet of water, and may receive less. Additionally, under Section 6.2, which the Amendment did not change, the parties may consider whether the total amount of water delivered should be reduced based on Heber Geothermal's actual water supply needs. Section 6.8 also permits IID to reduce the amount of water delivered to Heber Geothermal under the contract in the event that IID receives a directive or an order from a government entity with appropriate jurisdiction that reduces the volume of water available to IID from the Colorado River. Further, under Sections 7.3 and 8.2 IID is not required to deliver the maximum amount of water to Heber Geothermal under circumstances including droughts and instances where it may lack authorization or approval from a government agency.

6. Currently, and at the time that the IID Board adopted the 2019 Amendment, IID is able to meet the full water demands of all of its customers, including agricultural, municipal and industrial customers. Further, IID is not under any directive from a government agency requiring it to reduce its water deliveries to those customers. Neither Abatti nor anyone else has been denied access to any water they have requested or ordered since the Court's August 2017 Judgment.

I declare under penalty of perjury under laws of the State of California that the foregoing is true and correct and that this declaration was executed on January 22, 2020 in Imperial, California.

Tina A. Shields, Declarant

EXHIBIT "A"

Recording Requested By:
And When Recorded, Mail To:

Imperial Irrigation District
Attn: Real Estate Section
P.O. Box 937
Imperial, CA 92251-0937

(Space Above for Imperial County Recorder's Office)
This Document recorded for the benefit of Imperial Irrigation District
No recording fee required pursuant to:
Govt. Code §27383 & Govt. Code §6103

Assessor Parcel Numbers: 054-250-036, 054-250-014

AMENDED AND RESTATED WATER SUPPLY AGREEMENT

This Amended and Restated Water Supply Agreement ("Agreement"), is entered into as of September 1, 2015 by and between Imperial Irrigation District, a California irrigation district (hereinafter referred to as "IID"), Heber Geothermal Company LLC, a Delaware limited liability company (hereinafter referred to as "HGC"), and Heber Field Company, a California partnership (hereinafter referred to as "HFC"). IID, HGC and HFC are sometimes referred to each individually as a "Party" or collectively as the "Parties."

1. INTRODUCTION:

1.1 On August 16, 1994, IID and HGC entered into a Water Supply Agreement for the supply of water to the "Heber (flash) geothermal power plant" ("1994 Agreement"). The "Heber (flash) geothermal power plant" is a geothermal power plant permitted for up to 52 megawatts, which includes an Integrated Two Level Unit added in 2006 otherwise referred to as "Gould 1" (collectively the "Plant"). The Plant includes any current and future expansion facilities to operate up to its permitted 52 megawatts, such as the addition of one new Ormat Energy Converters ("OEC") and one new three-cell cooling tower and the modification of the existing Gould 1 OEC, which are expansion facilities proposed by HGC.

1.2 The Plant is located within the water service territory of IID in Imperial County, California. The Plant is located at 895 Pitzer Road, Heber, California 92249, on Assessor's Parcel Number 054-250-036 (the "Plant Site"). The Plant Site consists of 20 acres and is owned by HGC. The Plant Site receives delivery of water from IID from the Central Main canal. The Plant Site may also receive delivery of water from IID from the Daffodil canal through the parcel adjacent to the Plant Site, which is Assessor's Parcel Number 054-250-014 (the "Adjacent Parcel"). The Adjacent Parcel is located north of the Plant Site, consists of 82.20 acres and is leased by

HFC. Legal descriptions of the Plant Site and the Adjacent Parcel are contained in Exhibit A to this Agreement.

1.3 The Plant is not subject to any licensing or permitting requirements by the California Energy Commission.

1.4 The Plant is more specifically described in and is operated by HGC in conformance with Conditional Use Permit #04-0024 recorded on February 18, 2005, as book number 2401, page number 508 of the official records of County ("CUP"). The CUP shall include any subsequent CUP approved for the Plant, including but not limited to CUP #15-0013 for proposed expansion facilities.

1.5 The County, as lead agency, assessed the environmental effects of the Plant in accordance with all applicable federal and state laws, including CEQA.

1.6 HGC is currently purchasing water supplies from IID for the Plant pursuant to the 1994 Agreement. The 1994 Agreement expires on December 15, 2015. The Parties intend to amend and renew the 1994 Agreement by this Agreement pursuant to the terms and conditions set forth in this Agreement.

1.7 IID is willing to continue to make water available for beneficial consumptive use by HGC in connection with the Plant (and not any other power plant or use) in accordance with the terms and conditions set forth in this Agreement, IID Rules and Regulations and all other applicable IID rules, policies and regulations, in order to provide HGC water sufficient to operate the Plant over the Term of this Agreement.

2. AGREEMENT:

2.1 In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, the Parties mutually agree to amend and restate the 1994 Agreement in its entirety by this Agreement.

3. DEFINITIONS:

For the purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

3.1 1994 Agreement. As defined in Section 1.1.

3.2 Action. As defined in Section 23.1.

3.3 AF. Acre-feet.

3.4 AFY. Acre-feet per year.

3.5 Agreement. As defined in the preamble.

3.6 Benefitted Land. Real property owned by IID in the County, more particularly described on Exhibit B attached hereto and incorporated herein by this reference. The Benefitted Land will be benefitted by the activities carried out on the Plant Site pursuant to this Agreement.

3.7 Best Management Practices and BMPs. Best water use efficiency management practices adopted and/or approved by IID for similarly situated water users within the service area of IID, including water use efficiency standards adopted by IID based on standards used by the California Urban Water Conservation Council, California Energy Commission, the County of Imperial, other federal, state, or local government agencies, or another established and recognized authority.

3.8 CEQA. The California Environmental Quality Act, California Public Resources Code Sections 21000 *et seq.*, and the State CEQA Guidelines, Title 14, California Code of Regulations Sections 15000 *et seq.*

3.9 Conserved Water Rate. A water delivery charge per AF as set forth in IID's Water Rate Schedules, specifically Schedule No. 13, as may be amended from time to time.

3.10 County. The County of Imperial, California.

3.11 CUP. As defined in Section 1.4.

3.12 Decision. As defined in Section 23.1.

3.13 Earliest Effective Date. December 15, 2015.

3.14 Effective Date. The date on which the conditions described in Section 4.1 have been satisfied.

3.15 Equitable Distribution Plan. The IID Equitable Distribution Plan adopted by IID and all regulations and procedures relating thereto, or any other water allocation or apportionment plan established by IID pursuant to, among other authorities, Water Code Sections 22250 *et seq.*, and any revisions or replacement policy established by the Board, as the same may be amended and in effect from time to time during the Term of this Agreement.

3.16 Financing Entities. A lender, lessor, and/or trustee acting on behalf of a lender or lessor, or any other financing entity which acquires an interest in the Plant.

3.17 HFC. Heber Field Company, which is the entity that leases the Adjacent Parcel as of the Effective Date.

3.18 HGC. Heber Geothermal Company LLC, which is the entity that owns the Plant Site and is responsible for operating the Plant.

3.19 IID. Imperial Irrigation District.

3.20 IID Rules and Regulations. IID's *Rules and Regulations Governing the Distribution and Use of Water* adopted by the IID Board of Directors, last revised in June 2013 and as may be amended from time to time, and any other IID rules, policies and regulations pertaining to the order and delivery of water by IID, as may be amended from time to time.

3.21 Inadvertent Excess Use. The inadvertent order and delivery of water in excess of the Maximum Use Amount within any calendar year of the Term of this Agreement, as determined based on the measurement of water by the water metering devices described in Section 6.4.

3.22 Industrial Use. Uses of water that are not Agricultural or Municipal, as defined herein, such as manufacturing, mining, cooling water supply, energy generation, hydraulic conveyance, dust control, washing/cleaning, fire protection, oil well re-pressurization and industrial process water.

3.23 Industrial User. An entity using water for Industrial Use.

3.24 Industrial Water Rate. A water delivery charge per AF applicable to all Industrial Users as set forth in IID's Water Rate Schedules, specifically Schedule No. 7, as may be amended from time to time.

3.25 Integrated Water Resources Management Plan or IWRMP. The Integrated Water Resources Management Plan developed by IID to identify and recommend potential programs and facilities to develop new water supplies and new storage, enhance the reliability of existing supplies, provide more flexibility for IID water department operations, and maintain service levels within the IID water service area.

3.26 Maximum Use Amount. The maximum volume of water specified in Section 6.1 to be delivered by IID during any calendar year during the Term of this Agreement, which shall be used by HGC for the Plant.

3.27 Municipal Use. Uses of water for commercial, institutional, community, military, or public water systems, whether in municipalities or in unincorporated areas of Imperial County.

3.28 NPDES. National Pollutant Discharge Elimination System.

3.29 Plant. As defined in Section 1.1.

3.30 Plant Induced Subsidence Damage. Damage to any IID related operations or facilities, regardless of ownership of the facility, if such damage is proximately caused by geothermal induced ground movement resulting from the Plant or Plant operations.

3.31 Plant Site. As defined in Section 1.2.

3.32 Quantity Notice Letter. A written notice of the approximate quantity of water to be ordered during each month of the following calendar year in accordance with Section 6.3.

3.33 RWQCB. The applicable California Regional Water Quality Control Board for the Colorado River Basin Region.

3.34 Term. The full time period for which this Agreement shall be effective as provided in Section 5.

3.35 Water Supply Payment. A one-time payment as described in Section 11.2.

4. EFFECTIVE DATE:

4.1 This Agreement shall be contingent and effective upon all of the following: (i) approval by the IID Board of Directors of this Agreement, (ii) the execution of this Agreement by the Parties and (iii) payment by HGC of the Water Supply Payment.

4.2 Notwithstanding Section 4.1, this Agreement shall not become effective prior to the Earliest Effective Date. In the event that this Agreement does not become effective on the Earliest Effective Date, IID shall submit to HGC written notice of the Effective Date and the 1994 Agreement shall be extended to expire on the Effective Date of this Agreement.

5. TERM:

5.1 The Term of this Agreement shall commence on the Effective Date and, unless sooner terminated as provided in this Agreement, shall terminate on the date that is thirty (30) years following the Effective Date.

6. DELIVERY:

6.1 Subject to the terms of this Agreement, beginning on the Effective Date and continuing for the Term of this Agreement, each calendar year IID shall supply water as required by HGC for the operation of the Plant as specified herein up to the Maximum Use Amount for the Plant, which shall be one thousand eight hundred (1,800) AFY. Subject to the terms of this

Agreement, IID shall permit HGC to take delivery at the IID locations designated as: gate 1-D of the Central Main canal and gate 1 of the Daffodil canal. IID shall provide such water as may be required by HGC for testing, commissioning and use in and incidental to the operation of the Plant, and for no other purpose or plant, in any calendar year during the Term of this Agreement, subject to limitations stated further herein.

6.2 The Parties may, at any time during the Term of the Agreement, review the Plant's annual actual water use compared to the Maximum Use Amount to determine whether the Maximum Use Amount should be reduced. The Parties may agree in writing to reduce the Maximum Use Amount under this Agreement to be more consistent with the maximum volume of water actually delivered by IID to the Plant, taking into consideration the variability of electric power generation and water supplies needed by the Plant.

6.3 HGC shall submit to IID a Quantity Notice Letter for the coming calendar year on or before September 1 of each year.

6.4 HGC shall, at its sole cost, construct, install and maintain a water metering device subject to written approval by IID, which such approval shall not be unreasonably withheld, at gate 1-D of the Central Main canal and gate 1 of the Daffodil canal, or at any other location approved in writing by IID. IID shall confirm whether the metering device selected by HGC is approved within thirty (30) days of receiving notice from HGC. All water metering devices shall be installed on or within a public right-of-way/easement, IID property or IID right-of-way/easement, unless a location on or within the Adjacent Parcel or the Plant Site is approved in writing by IID for security and/or other necessary purposes. In the event that the water metering device is constructed, installed and maintained on or within the Adjacent Parcel or the Plant Site, written approval of IID shall be contingent upon HGC granting IID and/or obtaining all approvals and authorizations necessary for IID to have access to the water metering device at any reasonable time and upon request from IID. Any metering device must be annually calibrated and certified in accordance with good industry practices. As of the Effective Date, a water metering device has been installed by HGC at gate 1-D of the Central Main canal and has been approved by IID in conformance to this Section 6.4.

6.5 HGC shall order water, up to the Maximum Use Amount, in accordance with IID Rules and Regulations as of the date of ordering. The service right of HGC to use water for the Plant hereunder is not cumulative from year to year during the Term of this Agreement; that is, if HGC does not use the full Maximum Use Amount in any calendar year, HGC has no service right to add the unused amount to the Maximum Use Amount in any succeeding calendar year. Any unused portion of the Maximum Use Amount for any calendar year may not be resold to or exchanged with another Water User

and may be used by IID in a manner at the sole discretion of IID. HGC shall not order and take delivery of any IID water above the Maximum Use Amount for the Plant, unless and except when an Inadvertent Excess Use occurs and is subject to the limitations set forth in this Agreement.

6.6 IID is not required under this Agreement to modify or enlarge its existing water delivery system to make water available to HGC, and HGC shall not be entitled to take water at a rate which will deplete the supply available in the canal for other uses. IID regularly maintains and repairs its canal facilities, including the Central Main canal and the Daffodil canal. The Parties recognize and agree that this maintenance and/or repair may require that water service be temporarily cut in the canals, rendering the canals incapable of delivering water during the repair. The Parties also recognize and agree that the canals may be incapable of delivering water as a result of an emergency or other events occurring beyond the control of IID. To address such situations:

(a) Pursuant to IID's *Rules and Regulations Governing the Distribution and Use of Water*, as may be amended, including but not limited to Regulation Nos. 13 and 16, HGC shall construct a facility to hold a minimum volume of water equal to six (6) days (based on twenty-four [24] hour days) of the Plant's peak daily demand to provide an alternative water supply for the Plant during periods of high flow, canal maintenance, repair and/or emergencies; or

(b) In the event that HGC does not construct the facility described in Section 6.6(a), HGC understands the risks inherent in the absence of such facility and HGC knowingly assumes all such risks. HGC shall defend, indemnify, hold harmless and release IID, its officers, officials, agents and employees from and against all claims, damages, losses and expenses arising out of the absence of such facility described herein, except where caused by the active negligence, sole negligence, or willful misconduct of IID.

6.7 If IID implements a water allocation or apportionment program pursuant to the Equitable Distribution Plan during all or any part of the Term of this Agreement, IID shall have the right to apportion HGC's water as an Industrial User consistent with the terms of the Equitable Distribution Plan.

6.8 To the extent that IID receives an order or directive from a governmental authority having appropriate jurisdiction that reduces the volume of water available to IID from the Colorado River during all or any part of the Term of this Agreement, IID may reduce the Maximum Use Amount, as directed by the IID Board; provided however that in no event shall the ratio of (i) such reduction in the Maximum Use Amount to (ii) the total reduction of water available to IID from the Colorado River exceed the ratio of (a) the Maximum Use Amount to (b) the current total amount of water available to IID from the Colorado River for the otherwise applicable calendar year

under contract or law. This reduction shall be separate from and in addition to any allocation authorized pursuant to the Equitable Distribution Plan.

7. WARRANTIES, REPRESENTATIONS AND ACKNOWLEDGEMENTS OF HGC:

7.1 IID enters into this Agreement in reliance upon the representations by HGC that the Plant will be operated in conformance with the CUP described in Section 1.4. If the CUP is terminated, or materially modified in a manner that adversely impacts IID, without IID's approval, and such termination or material modification is not cured within ninety (90) days after written notice thereof is received by HGC and any Financing Entities, identified by notice to IID as described in Section 24, IID may terminate this Agreement, except that if such termination or material modification requires additional time to cure, and HGC commences the cure within such ninety (90) day period and diligently prosecutes such cure to completion, the cure period shall be extended for up to an additional ninety (90) days as reasonably necessary.

7.2 IID enters into this Agreement in reliance upon the representations by HGC that HGC owns the Plant Site allowing HGC to occupy and use the Plant Site for operation of the Plant throughout the Term of this Agreement. HGC has all requisite power and authority to enter into and perform its obligations hereunder. The execution, delivery and performance by HGC of this Agreement has been duly authorized by all necessary action on the part of HGC and does not require any approval or consent of any holder (or any trustee for any holder) of any indebtedness or other obligation of HGC, except for any such approval or consent that has been obtained or waived. This Agreement has been duly executed and delivered on behalf of HGC by the appropriate partners of HGC and constitutes the legal, valid and binding obligation of HGC, enforceable against HGC, in accordance with its terms.

7.3 IID shall use best efforts to provide a water supply to the Plant and Plant Site under this Agreement. However, HGC understands and acknowledges that events, including but not limited to: flood, drought, earthquake, tornado, storm, fire, pestilence, lightning and any other natural catastrophe, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute, labor or material shortage, sabotage, and also including: restraint, prohibition or enjoinder by proper judicial, civil or military authority (whether valid or invalid), inaction or non-action by or inability to obtain or keep the necessary authorizations or approvals from any governmental agency or authority, operational failures and/or repairs to IID facilities, may prevent IID from delivering a fixed amount of water to the Plant or Plant Site on a daily or annual basis. If any such event shall occur, IID shall undertake reasonable measures to remedy such event as soon as possible and will continue to supply water to the Plant and Plant Site to the extent that it is reasonably capable of doing so.

7.4 HGC hereby waives any right to seek damages of any type against IID for the failure of IID to deliver any fixed amount of water to the Plant over a specific time period, except as otherwise provided herein. In no event shall IID be liable to HGC, its insurer or any other entity, in connection with or arising out of either Party's rights or obligations under this Agreement, for loss of anticipated profits or revenue, costs of replacement water, any damage incurred as a result of HGC's obligations to third parties, or any damages other than as provided for herein. The following four (4) remedies shall be available to HGC for the failure of IID to perform its obligations under this Agreement: (a) the right to withhold payment to IID for the Industrial Water Rate and/or Conservation Rate attributable to undelivered water, to the extent such payment is due; (b) the right to take necessary action to obtain injunctive relief as against IID; (c) the right to take necessary action to assert a claim for specific performance against IID; (d) the right to take necessary action to assert a claim for declaratory relief against IID; and (e) the right to take necessary action to obtain a writ of mandate or another writ against IID. The provisions of this Section 7.4 shall survive any termination of this Agreement.

7.5 HGC understands and acknowledges that this Agreement does not require, and shall not be construed to require, IID to deliver any water for the Plant or Plant Site after termination of this Agreement.

7.6 HGC acknowledges that IID retains all Colorado River water rights in its name and control under applicable law, and that no water rights or other rights to water are created by this Agreement.

7.7 Upon the Effective Date of this Agreement, and continuing thereafter during the Term of this Agreement, HGC hereby warrants and represents that it owns 100% of the surface rights (excluding any such rights as may be held by holders of mineral rights by contract or operation of law) in the Plant Site. HGC hereby warrants and represents that it relinquishes any right to order and receive water service for the Plant or Plant Site for any purpose other than the operation of the Plant by HGC as described herein during the Term of this Agreement.

8. WARRANTIES, REPRESENTATIONS AND ACKNOWLEDGEMENTS OF HFC:

8.1 IID enters into this Agreement in reliance upon the representations by HFC that HFC holds a leasehold interest in the Adjacent Parcel allowing HFC to occupy and use the Adjacent Parcel for the benefit of the Plant throughout the Term of this Agreement. HFC has all requisite power and authority to enter into and perform its obligations hereunder. The execution, delivery and performance by HFC of this Agreement has been duly authorized by all necessary action on the part of HFC and does not require any approval or consent of any holder (or any trustee for any holder) of any

indebtedness or other obligation of HFC, except for any such approval or consent that has been obtained or waived. This Agreement has been duly executed and delivered by HFC and constitutes the legal, valid and binding obligation of HFC, enforceable against HFC, in accordance with its terms.

8.2 IID shall use best efforts to provide a water supply to the Plant and Plant Site under this Agreement. However, HFC understands and acknowledges that events, including but not limited to: flood, drought, earthquake, tornado, storm, fire, pestilence, lightning and any other natural catastrophe, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute, labor or material shortage, sabotage, and also including: restraint, prohibition or enjoinder by proper judicial, civil or military authority (whether valid or invalid), inaction or non-action by or inability to obtain or keep the necessary authorizations or approvals from any governmental agency or authority, operational failures and/or repairs to IID facilities, may prevent IID from delivering a fixed amount of water to the Plant or Plant Site on a daily or annual basis. If any such event shall occur, IID shall undertake reasonable measures to remedy such event as soon as possible and will continue to supply water to the Plant and Plant Site to the extent that it is reasonably capable of doing so.

8.3 HFC hereby waives any right to seek damages of any type against IID for the failure of IID to deliver any fixed amount of water to the Plant over a specific time period, except as otherwise provided herein. In no event shall IID be liable to HFC, its insurer or any other entity, in connection with or arising out of either Party's rights or obligations under this Agreement, for loss of anticipated profits or revenue, costs of replacement water, any damage incurred as a result of HFC's obligations to third parties, or any damages other than as provided for herein. The following four (4) remedies shall be available to HFC for the failure of IID to perform its obligations under this Agreement: (a) the right to withhold payment to IID for the Industrial Water Rate and/or Conservation Rate attributable to undelivered water, to the extent such payment is due; (b) the right to take necessary action to obtain injunctive relief as against IID; (c) the right to take necessary action to assert a claim for specific performance against IID; (d) the right to take necessary action to assert a claim for declaratory relief against IID; and (e) the right to take necessary action to obtain a writ of mandate or another writ against IID. The provisions of this Section 8.3 shall survive any termination of this Agreement.

8.4 HFC understands and acknowledges that this Agreement does not require, and shall not be construed to require, IID to deliver any water for the Plant or Plant Site after termination of this Agreement.

8.5 HFC acknowledges that IID retains all Colorado River water rights in its name and control under applicable law, and that no water rights or other rights to water are created by this Agreement.

8.6 Upon the Effective Date of this Agreement, and continuing thereafter during the Term of this Agreement, HFC hereby warrants and represents that it will hold a leasehold interest in the Adjacent Parcel. HFC hereby warrants and represents that it relinquishes any right to order and receive water service for the Plant or Plant Site and the Adjacent Parcel for any purpose other than the operation of the Plant by HGC as described herein during the Term of this Agreement. In the event that the owner of the Adjacent Parcel orders water service for delivery to the Adjacent Parcel from gate 1 of the Daffodil canal, HFC hereby warrants and represents that it relinquishes any right to order and receive water service for the Plant or Plant Site through gate 1 of the Daffodil canal for the remainder of the Term of this Agreement.

9. BEST MANAGEMENT PRACTICES:

9.1 During the Term of this Agreement, HGC shall implement reasonable BMPs approved in writing by IID, which such approval shall not be unreasonably withheld, to reduce the Plant's water demand from IID water supplies. In determining reasonable BMPs, HGC and IID shall consider criteria including, but not limited to, the volume of water savings, implementation cost, technological feasibility, potential Plant loss of generated energy and a cost-benefit analysis.

9.2 No later than March 1 of each year during the Term of this Agreement, HGC shall submit to IID a report on the Plant's water usage, energy output, BMPs implemented and compliance with any mitigation required for the Plant by any agency with respect to water usage for the prior calendar year.

10. DRAINAGE RIGHTS:

10.1 HGC represents that the Plant is designed and will be maintained to have no discharge of drainage or Plant waste water that requires drainage services that are typically provided to IID's Industrial Users. HGC may be allowed to discharge, from time to time, occasional rain or storm water runoff to the appropriate IID drainage facility in accordance with IID Rules and Regulations.

10.2 Any water discharged from the Plant shall be regulated by the RWQCB. HGC shall comply with all NPDES permit requirements as necessary, including the implementation of appropriate best management practices.

10.3 A copy of all discharge records required under any NPDES permit shall also be submitted to the IID at the interval stated on the permit.

11. PAYMENT:

11.1 HGC shall pay, on a monthly basis, the Industrial Water Rate for water ordered and delivered to the Plant up to the Maximum Use Amount and the Conserved Water Rate for any Inadvertent Excess Use in accordance with Section 6.

11.2 HGC shall pay in a single lump sum on or before the Effective Date the Water Supply Payment for development of water supply projects, such as water conservation projects, water storage projects and/or water augmentation projects through alternative sources of water supplies. The Water Supply Payment shall be five hundred thousand dollars ($500,000).

12. LATE PAYMENT PENALTY:

12.1 If HGC (solely with respect to the payments under Section 11.1) fails to pay any amount when due, an interest charge on the unpaid amount due based on the late payment charge percentage calculated by the Department of the Treasury and published quarterly in the Federal Register (but not less than 0.5% per month) shall be added on the first day following the due date and monthly thereafter until the payment, any penalty and interest are paid in full. Additionally, if any payment is not made within seven (7) business days after written notice is received by HGC, that such payment is overdue, a penalty of two percent (2%) of the amount due shall be added thereto. IID's remedies under this Section 12.1 shall be in addition to any remedies available to IID under Section 16.

13. CONDITIONS PRECEDENT; COMPLIANCE WITH LAWS, POLICIES, RULES AND REGULATIONS:

13.1 HGC and HFC shall be obligated to comply with all state and federal laws, including but not limited to environmental laws, applicable to its ownership and/or operation of the Plant and/or Plant Site, including compliance with the conditions of approval of any permits, as well as the IID Rules and Regulations, including the Equitable Distribution Plan.

13.2 Notwithstanding HGC's obligation to comply with IID Rules and Regulations, in the event of any conflict or inconsistency between the provisions of this Agreement and IID Rules and Regulations pertaining to the obligation for payment by HGC as set forth in Section 11 of this Agreement, this Agreement shall govern.

13.3 HGC and HFC shall obtain and maintain in effect during the Term of this Agreement, all licenses and/or permits required for operation of the Plant.

HGC and HFC shall comply in all material respects with the terms and conditions of all licenses or permits regarding the Plant. HGC and HFC shall take all necessary steps to ensure that any necessary compliance actions, including but not limited to environmental mitigation, required for the Plant or for the provision of water under this Agreement, under all permits and approvals which HGC and HFC have received or will receive for the Plant and/or Plant Site, have been or will be implemented.

13.4 Any material non-compliance by HGC or HFC with applicable state or federal laws, or IID Rules and Regulations, or licenses or permits, with regard to the Plant that is prejudicial to IID, shall constitute a default by HGC or HFC and grounds for termination under Section 16.

14. GEOTHERMAL MITIGATION:

14.1 HGC shall participate in a subsidence detection program as required by the County of Imperial or a similar state or local regulatory authority and provide IID with all reports and findings. No later than March 1 of each year during the Term of this Agreement, HGC shall submit to IID annual monitoring reports, which shall be supplemented with defined benchmark/elevation locations to ascertain movement of IID's system and any Plant Induced Subsidence Damage. All costs for the performance of the tasks identified in this Section 14.1 will be funded at the sole cost of HGC.

14.2 HGC shall submit to IID an annual monitoring report as described in Section 14.1 on or before the Effective Date from which future Plant Induced Subsidence Damage will be measured.

14.3 In the event that there is Plant Induced Subsidence Damage as measured from the report specified in Section 14.2 and based on operation of the Plant during the Term of this Agreement, HGC shall be solely responsible for all costs involved in quantifying and mitigating such Plant Induced Subsidence Damage, except where caused by the active negligence, sole negligence, or willful misconduct of IID. HGC's liability pursuant to this Section 14.2 shall be limited to three million dollars ($3,000,000).

15. SAFE DRINKING WATER ACT COMPLIANCE:

15.1 HGC acknowledges that IID is not providing potable water service. HGC shall obtain, at HGC's expense, potable water supplies from a California State Water Resources Control Board-approved provider for all structures located at the Plant Site. On-site canal water outlets, including those indoor (i.e. faucets or hose connections), should be clearly labeled as non-potable water and unsuitable for drinking purposes. IID may terminate this Agreement pursuant to Section 16 should HGC fail to comply with federal and state Safe Drinking Water Act requirements contained in 42 U.S.C.

Sections 300f, *et seq.*, Title 40 of the Code of Federal Regulations Part 141, California Health and Safety Code Sections 116270, *et seq.* and applicable regulations in Titles 17 and 22 of the California Code of Regulations.

16. TERMINATION:

16.1 If HGC and/or HFC breach this Agreement, including failure to make payments when due, IID shall have the following rights and remedies:

(a) If delivery charges for water used by the Plant, or any other monetary amounts payable by HGC hereunder, are not paid within sixty (60) days after written notice is provided by IID to HGC and any Financing Entities, identified by notice to IID as described in Section 24, IID may suspend deliveries of water pursuant to this Agreement with respect to the Plant, and such Plant shall have no further rights to use water hereunder until and unless such default (plus penalty and interest) is fully cured within an additional sixty (60) days. After such additional 60-day period, IID may terminate this Agreement if such default is still outstanding. IID shall deliver written notice to HGC of its election to suspend deliveries and/or terminate this Agreement.

(b) In the event of a material non-monetary default by HGC and HFC, or if any representation by HGC or HFC becomes false or materially misleading in a manner that materially impacts IID, and such default or false or materially misleading representation is not cured within sixty (60) days after written notice is provided by IID to HGC or HFC and any Financing Entities identified by notice to IID as described in Section 24, IID may suspend deliveries of water to the Plant until and unless such default is fully cured within an additional sixty (60) days. After such additional 60-day period, IID may terminate this Agreement by written notice to HGC and HFC, except that if IID reasonably determines that the default is curable and such default reasonably requires additional time to cure, the cure period shall be extended for such time as IID reasonably determines is a reasonable time for such cure, so long as HGC or HFC commences the cure within such 60-day period and diligently prosecutes such cure to completion thereafter.

16.2 IID may terminate this Agreement after thirty (30) days written notice, if an Inadvertent Excess Use occurs for two (2) consecutive calendar years or any three (3) out of five (5) consecutive calendar years. IID shall provide notice to HGC of an Inadvertent Excess Use in any calendar year, by May 1 of the following calendar year, which shall be a condition precedent to IID's right to terminate this Agreement pursuant to this Section 16.2. At HGC's request, IID shall meet and confer with HGC during the third

quarter of the following calendar year following a year of Inadvertent Excess Use, in order to discuss the use of water by HGC to date and methods by which the Parties may ensure that HGC does not have an Inadvertent Excess Use in that or any future calendar years.

16.3 IID may institute any available and appropriate legal or equitable action to enforce the terms of this Agreement. IID may use any or all of these rights and remedies in case of breach by HGC or HFC, and selection of one remedy shall not waive IID's right to select or use any other remedy. IID acknowledges (and will accept) that any Financing Entities or other parties which acquire an interest in the Plant may cure any breach of this Agreement within the time periods specified in Section 16.1, as applicable, and such cure shall be considered as full performance hereunder.

17. GOVERNING LAW:

17.1 This Agreement shall be interpreted in accordance with the substantive and procedural laws of the State of California. All actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in State court located in the County of Imperial, State of California and/or Federal court located in the County of San Diego or County of Imperial, State of California. The aforementioned choice of venue is mandatory, thereby precluding the possibility of litigation between the Parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each Party hereby waives any right it may have to assert the doctrine of forum non conveniens or a similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the state and federal courts located in the Counties of Imperial and San Diego, respectively, shall have personal jurisdiction and venue over each of them for the purpose of litigating any dispute or proceeding arising out of or related to this Agreement. Each Party hereby authorizes service of process sufficient for personal jurisdiction in any action against it at the address and in the manner for the giving of notice as set forth in this Agreement.

18. BINDING OBLIGATIONS; ASSIGNMENT:

18.1 This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns, subject to the limitations set forth herein. No Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party hereto, except as permitted herein. Such consent shall not be unreasonably withheld. However, without prior consent, IID may assign its rights under this Agreement as security for any water supply project financing IID might obtain for water storage or water conservation projects designed to provide water for Industrial Users.

18.2 HGC or HFC may, without prior consent, assign its rights to Financing Entities in connection with any financing involving the Plant. In the event of an assignment of the rights of HGC or HFC hereunder to any Financing Entities, IID shall take such further actions and/or execute such further documents only to the extent such actions and/or executions are reasonably requested by Financing Entities and only if such actions and/or executions are reasonably necessary to effectuate such assignment; provided however that IID shall not be required to renegotiate any terms of this Agreement, nor shall IID be required to execute any documents which are not consistent in all material respects with this Agreement or which adversely affect any of IID's rights and obligations under this Agreement.

18.3 Solely with respect to any Financing Entities which acquire an interest in this Agreement, and provided IID has received written notice from HGC or HFC of such interest and request, IID shall give written notice to such Financing Entities of any default by HGC or HFC under this Agreement and will afford such Financing Entities a reasonable period of time not exceeding one hundred eighty (180) days to cure such default, should they choose to do so; provided, however, that any monetary default by HGC must be cured by such Financing Entities within sixty (60) days after expiration of the sixty (60) day cure period available to HGC under Section 16.1 and shall include late payments and penalties as described in Section 12. In the event that this Agreement is terminated by reason of bankruptcy of any party, IID will, at the option of any Financing Entities, enter into a new water supply Agreement with such Financing Entities or their successors or assigns, with terms similar and consistent with this Agreement.

19. NO THIRD PARTY RIGHTS:

19.1 Except as provided in Section 18, the Parties do not intend to create rights and/or to grant remedies to any third party or others as a beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established hereunder.

20. NO DEDICATION OF FACILITIES:

20.1 Any undertaking by one Party to another Party under any provision of this Agreement shall not constitute the dedication of the system or any portion thereof of the Party to the public or to the other Party, and it is understood and agreed that any such undertaking under any provision of this Agreement by a Party shall cease upon the termination of its obligations hereunder.

21. NON-WAIVER:

21.1 None of the provisions of this Agreement shall be considered waived by any Party except when such waiver is given in writing. The failure of any Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or their relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

22. INDEMNIFICATION:

22.1 To the fullest extent permitted by law, HGC and/or HFC shall defend, indemnify and hold harmless IID, its employees, agents and officials, from any: liability; claims; suits or actions (including alternative dispute resolution); losses; expenses; fees; or costs of any kind, whether actual, alleged or threatened; administrative, and regulatory proceedings; and any other costs or expenses of any kind whatsoever without restriction or limitation; so long as such things are in relation to, as a consequence of, arising out of, or in any way attributable actually, allegedly or implied, in whole or in part, to the action by IID to enter into this Agreement (including but not limited to compliance by IID with CEQA), the performance of this Agreement and/or the construction and operation by HGC and/or HFC of any facilities for the delivery of water to the Plant. All obligations under this provision are to be paid by HGC and/or HFC as they are incurred by IID.

Without affecting the rights of IID under any provision of this Agreement or this Section 22.1, HGC and HFC shall not be required to indemnify and hold harmless IID as set forth above for liability that, as between HGC or HFC and IID, is attributable to the sole fault of IID, provided such sole fault is determined by agreement between the Parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where IID is shown to have been solely at fault as compared to HGC or HFC and not in instances where HGC or HFC is partially at fault as compared to IID or in instances where the fault of IID, as compared to HGC or HFC, accounts for only a percentage of the liability involved. In those instances, the obligation of HGC or HFC will be all inclusive and IID will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of IID. HGC and HFC acknowledge that the obligation pursuant to this Section 22.1 extends to liability attributable to IID, if the liability, as between HGC or HFC and IID, is less than the sole fault of IID. HGC and HFC have no obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the Parties to be the sole fault of IID.

The obligations of HGC and HFC under this Section 22.1 or any other provision of this Agreement will not be limited by the provisions of any

workers compensation act or similar act. HGC and HFC expressly waive statutory immunity under such statutes or laws as to IID, its employees and officials.

HGC and HFC agree to this indemnity provision and represent that HGC and HFC have been given an opportunity to take exception to all or any part of this, as well as all other provisions of this Agreement.

In the event of any legal action or proceeding instituted by a third party challenging the validity or enforceability of the action by IID to enter into this Agreement, this Agreement itself, the Plant, or the CEQA compliance for this Agreement or the Plant, the Parties shall cooperate with each other in good faith to defend such action or proceeding; provided however, that HGC and/or HFC shall indemnify, hold harmless and defend IID in such action(s). IID shall have the right to choose and direct its chosen counsel in the defense of the case.

23. ATTORNEYS FEES AND COSTS:

23.1 If any Party to this Agreement shall bring any action, claim, appeal, or alternative dispute resolution proceedings, for any relief against any other Party, declaratory or otherwise, to enforce the terms of or to declare rights under this Agreement (collectively, an "Action"), the losing Party shall pay to the prevailing Party a reasonable sum for attorneys' fees and costs incurred in bringing and prosecuting such Action and/or enforcing any judgment, order, ruling, or award (collectively, a "Decision") granted therein. Any Decision entered in such Action shall provide for the recovery of attorneys' fees and costs incurred in enforcing such Decision. The court or arbitrator may fix the amount of reasonable attorneys' fees and costs on the request of any Party. For the purposes of this paragraph, attorneys' fees shall include, without limitation, fees incurred in the following: (1) post-judgment motions and collection actions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation. "Prevailing party" within the meaning of this paragraph includes, without limitation, a Party who agrees to dismiss an Action on the other Party's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the outcome it seeks.

24. NOTICES:

24.1 All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been received when delivered or faxed on the fifth (5^{th}) business day following the mailing, by registered or certified mail, postage prepaid, return receipt requested, thereof address as set forth below:

If to IID:

IMPERIAL IRRIGATION DISTRICT
Attention: General Manager
P.O. Box 937
333 E. Barioni Blvd.
Imperial, CA 92251

and

IMPERIAL IRRIGATION DISTRICT
Attention: Water Manager
P.O. Box 937
333 E. Barioni Blvd.
Imperial, CA 92251

If to HGC or HFC:

Heber Geothermal Company LLC
Attention: Connie Stechman
6225 Neil Road
Reno, NV 89511

Any Party may change the addressee or address to which communications or copies are to be sent by giving notice of such change of addressee or address in conformity with the provisions of this paragraph for the giving of notice.

25. AMENDMENT:

25.1 This Agreement may be amended, in whole or in part, by a written document executed by all Parties.

26. INTEGRATION:

26.1 This Agreement between IID, HGC and HFC, and all attachments hereto, as well as any other documents referred to in this Agreement, constitute the entire Agreement between the Parties with regard to the subject matter hereof. As of the Effective Date, this Agreement supersedes all previous Agreements between or among the Parties. As of the Effective Date, there are no other Agreements, representations, or warranties between or among the Parties other than those set forth in the documents identified above.

27. RECORDING OF THIS AGREEMENT.

27.1 IID may file, and HGC and HFC shall cooperate with filing of, this Agreement for recording in the real property records for the County of Imperial.

IN WITNESS WHEREOF, IID, HGC and HFC have caused this Agreement to be executed on the date first written above.

IMPERIAL IRRIGATION DISTRICT:

By _____
Kevin E. Kelley, General Manager

ATTEST:

By _____
Gloria A. Rivera, Secretary to the Board

APPROVED AS TO FORM:

By _____
Ross G. Simmons, General Counsel

HEBER GEOTHERMAL COMPANY LLC:

By _____
Connie Stechman
Assistant Secretary, Ormat Nevada Inc.
Managing Member, ORTP LLC
Sole Member, Ormat Cal Geothermal LLC
Partner, Heber Geothermal Company LLC

HEBER FIELD COMPANY:

By _____
Connie Stechman
Assistant Secretary, Ormat Nevada Inc.
Managing Member, ORTP LLC
Sole Member, OrCal Geothermal LLC
Partner, Heber Field Company

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF IMPERIAL }

On September 28, 2015 (Date) before me, Lisa M. Gallinat, Notary Public, (here insert name and title of officer)

personally appeared Kevin E. Kelley

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person(s), or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

LISA M. GALLINAT
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2078957
IMPERIAL COUNTY
My Comm. Exp. September 18, 2018

Description of Attached Document

Title or Type of Document: Amended and Restated Water Supply Agreement

Number of Pages: 26

Document Date: September 1, 2015

NEVADA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF NEVADA }

COUNTY OF Washoe }

On August 20, 2015 (Date) before me, Casey Fleischer (here insert name and title of officer) Notary Public,

personally appeared Connie Stechman, Assistant Secretary who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CASEY FLEISCHER
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 02-78271-2 - Expires January 17, 2017

Signature: _____ (Seal)

Description of Attached Document

Title or Type of Document: Amended and Restated Water Supply Agreement

Number of Pages: 26

Document Date: _____

NEVADA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF NEVADA }

COUNTY OF Washoe }

On August 20, 2015 (Date) before me, Casey Fleischer (here insert name and title of officer) Notary Public,

personally appeared Connie Stechman, Assistant Secretary who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CASEY FLEISCHER
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 02-78271-2 - Expires January 17, 2017

Signature: _____ (Seal)

Description of Attached Document

Title or Type of Document: Amended and Restated Water Supply Agreement

Number of Pages: 26

Document Date: _____

EXHIBIT A

LEGAL DESCRIPTIONS

Plant Site:

ASSESSOR'S PARCEL NUMBER 054-250-036:

THAT PORTION OF THE FOLLOWING DESCRIBED LAND LYING BELOW A DEPTH OF FIVE HUNDRED FEET (500') BENEATH THE SURFACE THEREOF:

THAT PORTION OF THE EAST HALF OF TRACT 45, TOWNSHIP 16 SOUTH, RANGE 14 EAST, S.B.B.&M., IN AN UNINCORPORATED AREA OF THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING EASTERLY OF THE EAST LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY RIGHT OF WAY AS SAME WAS LOCATED APRIL 17, 1913.

EXCEPTING THEREFROM THE EAST 30 FEET AS CONVEYED TO IMPERIAL COUNTY BY DEED RECORDED IN BOOK 470, PAGE 507 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID TRACT 45 AND SAID EASTERLY LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY RIGHT OF WAY, AS SAID INTERSECTION IS SHOWN ON RECORD OF SURVEY FILED IN BOOK 6, PAGES 32 AND 33 OF RECORD OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH 18°, 48' AND 34" EAST 46.49 FEET, MEASURED ALONG SAID EASTERLY LINE TO A FOUND ONE INCH IRON PIPE WITH TAG STAMPED RCE 13484 AND BEING THE TRUE POINT OF BEGINNING OF THE DESCRIPTION; THENCE CONTINUING SOUTH 18°, 48' AND 34" EAST 1053.83 FEET TO A FOUND ONE INCH IRON PIPE WITH TAG STAMPED RCE 13484; THENCE NORTH 71°, 10' AND 23" EAST 345.93 FEET TO A FOUND ONE INCH IRON PIPE WITH TAG STAMPED RCE 28447; THENCE NORTH 18°, 48' AND 21" WEST 195.71 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 70 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°, AN ARC DISTANCE OF 54.97 FEET; THENCE NORTH 63°, 48' AND 21" WEST 70.71 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 70 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°, AN ARC DISTANCE OF 54.97; THENCE NORTH 18°, 48' AND 21" WEST 96.37 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 70 FEET; THENCE NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°, AN ARC DISTANCE OF 54.97 FEET; THENCE NORTH 26°, 11' AND 39" EAST 70.71 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF

70.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°, AN ARC DISTANCE OF 54.97 FEET; THENCE NORTH 18°, 48' AND 21" WEST 187.71 FEET TO A FOUND ONE INCH IRON PIPE WITH TAG STAMPED RCE 28447; THENCE CONTINUING NORTH 18°, 48' AND 21" WEST 65.24 FEET; THENCE NORTH 00°, 00' AND 01" EAST 97,09 FEET TO A LINE THAT IS PARALLEL WITH AND 35.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES FROM THE NORTHERLY LINE OF TRACT 45, SAID LAST MENTIONED PARALLEL LINE ALSO BEING THE SOUTHERLY LINE OF THE ROAD EASEMENT DESCRIBED AND DESIGNATED AS PARCEL 2 IN THAT CERTAIN GRANT DEED TO CHEVRON GEOTHERMAL COMPANY OF CALIFORNIA, RECORDED FEBRUARY 15, 1983 IN BOOK 1497, PAGE 722 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID IMPERIAL COUNTY; THENCE ALONG SAID LAST MENTIONED PARALLEL LINE, SOUTH 89°, 58' AND 30" WEST 76.79 FEET; THENCE SOUTH 00°, 01' AND 00" WEST 9.00 FEET TO A ONE INCH IRON PIPE WITH TAG STAMPED RCE 28447, IN A LINE THAT IS PARALLEL WITH AND 44 FEET SOUTHERLY MEASURED AT RIGHT ANGLES FROM SAID NORTHERLY LINE OF TRACT 45; THENCE SOUTH 89°, 58' AND 30" WEST, ALONG SAID LAST MENTIONED PARALLEL LINE A DISTANCE OF 318.67 FEET TO THE TRUE POINT OF BEGINNING.

Adjacent Parcel:

ASSESSOR'S PARCEL NUMBER 054-250-014:

THAT PART OF TRACT 48, TOWNSHIP 16 SOUTH, RANGE 14 EAST, S.B.B.&M. IN AN UNINCORPORATED AREA OF THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES GOVERNMENT OFFICIAL PLAT OF RE-SURVEY APPROVED FEBRUARY 6, 1909 AND ON FILE IN THE DISTRICT LAND OFFICE. FORMERLY KNOWN AS THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 16 SOUTH, RANGE 14 EAST S.B.M. ACCORDING TO THE UNITED STATES GOVERNMENT OFFICIAL PLAT OF SURVEY APPROVED AND ON FILE IN THE UNITED STATES LAND OFFICE, LYING EAST OF THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY AS LOCATED JUNE 1, 1907.

SAID PARCEL IS ALSO SHOWN AS LOT 28 ON MAP NO. 361, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY.

EXHIBIT B

IID BENEFITTED LAND

Legal Description of Benefitted Land Owned by IID:

APN	Legal Description
051-320-004-000	Part of the Northwest Quarter of the Southeast Quarter, the Southwest Quarter of the Northeast Quarter, and Lot 2, all in Section 29; Part of the Northwest Quarter of the Northeast Quarter, Section 29, lying within Tract 107; Part of the Southwest Quarter of the Southeast Quarter, Section 20, lying wholly within Tract 107; all in T. 16 S., R. 12 E., S.B.M., County of Imperial, State of California, lying Southerly and Westerly of the East right of way line of the Dixie No. 2 Drain.
059-180-011-000	Part of Tract 53, T. 17 S., R. 15 E., S.B.M., County of Imperial, State of California, being part of the South 40 acres lying South and West of the Central Main Canal.
059-250-006-000	Part of the South Half of the Northwest Quarter, Section 1, T. 17 S., R. 16 E., S.B.M., County of Imperial, State of California, lying East of the following described line: Beginning at a point in the South line of said Northwest Quarter, which is 362.92 feet West of the Southeast corner thereof; thence North 01°05'45" West, 893.84 feet; thence North 03°03'45" West, 430.25 feet more or less to the North line of said South Half of the Northwest Quarter. The North 75 feet of that part of the South Half of the Northwest Quarter, Section 1, T. 17 S., R. 16 E., S.B.M., County of Imperial, State of California, lying West of the following described line: Beginning at a point in the South line of said Northwest Quarter, which is 362.92 feet West of the Southeast corner thereof; thence North 01°05'45" West, 893.84 feet; thence North 03°03'45" West, 430.25 feet more or less to the North line of said South Half of the Northwest Quarter.

EXHIBIT "B"

Recording Requested By
Imperial Irrigation District

And When Recorded Mail To:

Imperial Irrigation District
Attn: Real Estate Section
P.O. Box 937
Imperial, CA 92251

Space Above This Line For Recorder's Use

APN: 054-250-036, 054-250-014

Documentary Transfer Tax $ R&T §11922; Gov Code §6103
_____Computed on Full Value of Property conveyed, or
_____Computed on Full Value less liens & encumbrances remaining thereon at time of sale

Signature of Declarant or Agent Determining Tax – Firm Name

AMENDMENT NO. 1 TO THE AMENDED AND RESTATED WATER SUPPLY AGREEMENT

This Amendment No. 1 to the Amended and Restated Water Supply Agreement ("Amendment No. 1") is entered into as of November 18, 2019, by and among Imperial Irrigation District, a California irrigation district ("IID"), Heber Geothermal Company LLC, a Delaware limited liability company ("HGC"), and Heber Field Company, a California partnership ("HFC"). IID, HGC and HFC are sometimes referred to collectively as the "Parties."

RECITALS

WHEREAS, the Parties have entered into the Amended and Restated Water Supply Agreement, dated September 1, 2015 ("ARWSA") for the Plant, as defined in the ARWSA, which is a geothermal power plant permitted for up to 52 megawatts; and

WHEREAS, the ARWSA authorizes the use of up to a maximum amount of one thousand eight hundred (1,800) acre-feet of water per year to operate the Plant; and

WHEREAS, pursuant to the Conditional Use Permit #15-0013 issued by the Imperial County in 2015, HGC and HFC are installing and constructing new additional Plant facilities to allow for it to operate at the maximum permitted 52 megawatts; and

WHEREAS, the original operational process utilized flashes of the geothermal brine to make steam, which made water condensate that was then used in the wet cooling tower; and

WHEREAS, the new facilities will result in a new operational process that will not result in flashes of the geothermal brine, which means the water condensate that resulted from that process will no longer be available; and

WHEREAS, to operate the Plant, with the new facilities, at the maximum permitted 52 megawatts will require an additional five hundred (500) acre-feet of water per year; and

WHEREAS, the Parties desire to amend the ARWSA by this Amendment No. 1 to allow HGC and HFC to operate the Plant at its existing maximum permitted level.

NOW, THEREFORE, the Parties agree as follows:

1. Section 3.36 shall be added to the ARWSA to read as follows:

   "Water Supply Payment Supplement. A one-time payment as described in Section 11.3."

2. Section 6.1 of the ARWSA is amended to replace "one thousand eight hundred (1,800) AFY" with "two thousand three hundred (2,300) AFY."

3. Section 11.3 shall be added to the ARWSA to read as follows:

   "HGC shall pay the Water Supply Payment Supplement for the development of water supply projects, such as water conservation projects, water storage projects and/or water augmentation projects through alternative sources of water supplies. The Water Supply Payment Supplement shall be in the amount of three million six-hundred fifty-seven thousand seven hundred fifty dollars ($3,657,750). The Water Supply Payment Supplement shall be paid in four installments. The first installment of six hundred fifty-seven thousand seven hundred fifty dollars ($657,750) shall be paid on or before November 31, 2019. The following three installments shall be paid in equal amounts of one million dollars ($1,000,000) on or before December 31 of each subsequent calendar year for three years following the first installment."

4. Except as expressly amended herein, the ARWSA remains unmodified and in full force and effect.

5. This Amendment No. 1 is made pursuant to Section 25.1 of the ARWSA and is binding on all Parties.

6. IID may file, and HGC and HFC shall cooperate with filing of, this Amendment No. 1 for recording in the real property records for the County of Imperial.

[*Signatures are on the following page*]

IN WITNESS WHEREOF, IID, HGC and HFC have executed this Amendment No. 1 on the date first written above.

IMPERIAL IRRIGATION DISTRICT:

By: _____
Enrique B. Martinez, General Manager

ATTEST:

By: _____
Raquel Najera, Secretary to the Board of Directors

APPROVED AS TO FORM:

By: _____
Frank A. Oswalt, III, General Counsel

HEBER GEOTHERMAL COMPANY LLC:

By: _____
Connie Stechman
Secretary, Ormat Nevada Inc.
Managing Member, ORTP LLC
Sole Member, OrCal Geothermal LLC
Partner, Heber Geothermal Company LLC

HEBER FIELD COMPANY:

By: _____
Connie Stechman
Secretary, Ormat Nevada Inc.
Managing Member, ORTP LLC
Sole Member, OrCal Geothermal LLC
Partner, Heber Field Company

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **Civil Code §1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Nevada)
) ss.
County of Washoe)

On October 21, 2019 before me, Casey Fleischer, Notary Public, personally appeared Lorene Stockman, Secretary, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

CASEY FLEISCHER
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 02-78271-2 - Expires January 17, 2021

Description of Attached Document

Title or Type of Document: Amendment No. 1 to the Amended and Restated Water Supply Agreement

Number of Pages: 3

Document Date: 11-18-19

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **Civil Code §1189**

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State of Nevada)
) ss.
County of Washoe)

On October 21, 2019 before me, Casey Fleischer, Notary Public, personally appeared Connie Stechman, Secretary, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

CASEY FLEISCHER
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 02-78271-2 - Expires January 17, 2021

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State of California)
) ss.
County of Imperial)

On Nov. 20, 2019 before me, Maria Enriquez-Caldera, Notary Public, personally appeared Enrique Bustamante Martinez who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Maria Enriquez-Caldera
Signature

(seal)

MARIA ENRIQUEZ-CALDERA
COMM # 2205993
IMPERIAL COUNTY
NOTARY PUBLIC-CALIFORNIA
MY COMMISSION EXPIRES
AUGUST 15, 2021

Description of Attached Document

Title or Type of Document: Amendment No. 1 to the Amended and Restated Water Supply Agreement

Number of Pages: 3

Document Date: 11/18/2019

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT — Civil Code §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of Imperial)

On December 4, 2019 before me, Irene C. Torres, Notary Public, personally appeared Frank Albert Oswalt, III, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person, or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Irene C. Torres
Signature

IRENE C. TORRES
Notary Public - California
Imperial County
Commission # 2161104
My Comm. Expires Aug 23, 2020

(seal)

Description of Attached Document

Title or Type of Document: Amendment No. 1 to the Amended and Restated Water Supply Agreement

Number of Pages: 3

Document Date: 11-18-19

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT — Civil Code §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of Imperial)

On December 4, 2019 before me, Irene C. Torres, Notary Public, personally appeared Raquel Najera, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the person, or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Irene C. Torres
Signature

IRENE C. TORRES
Notary Public - California
Imperial County
Commission # 2161104
My Comm. Expires Aug 23, 2020

(seal)

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PROOF OF SERVICE

The undersigned declares:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and am not a party to the within action; my business address is c/o Nossaman LLP, 777 South Figueroa Street, 34th Floor, Los Angeles, CA 90017.

On January 22, 2020, I served the foregoing documents **DECLARATION OF TINA A. SHIELDS IN SUPPORT OF IMPERIAL IRRIGATION DISTRICT'S OPPOSITION TO PLAINTIFFS' MOTION FOR CONTEMPT** on the parties to the within action as follows:

SEE ATTACHED SERVICE LIST

☐ (By U.S. Mail) On the same date, at my said place of business, Copy enclosed in a sealed envelope, addressed as shown on the attached service list was placed for collection and mailing following the usual business practice of my said employer. I am readily familiar with my said employer's business practice for collection and processing of correspondence for mailing with the United States Postal Service, and, pursuant to that practice, the correspondence would be deposited with the United States Postal Service, with postage thereon fully prepaid, on the same date at Irvine, California.

☑ (By Overnight Service) I served a true and correct copy by overnight delivery service for delivery on the next business day. Each copy was enclosed in an envelope or package designated by the express service carrier; deposited in a facility regularly maintained by the express service carrier or delivered to a courier or driver authorized to receive documents on its behalf; with delivery fees paid or provided for; addressed as shown on the accompanying service list.

☑ (By Electronic Service) By emailing true and correct copies to the persons at the electronic notification address(es) shown on the accompanying service list. The document(s) was/were served electronically and the transmission was reported as complete and without error.

Executed on January 22, 2020.

☑ (STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Judith Robbins

SERVICE LIST

Lee E. Hejmanowski Marisa Janine-Page Jack R. Leer CALDARELLI HEJMANOWSKI & PAGE LLP 12340 El Camino Real, Suite 430 San Diego, CA 92130 Telephone: (858) 720-8080 Facsimile: (858) 720-6680 leh@chpllaw.com mjp@chpllaw.com jrl@chpllaw.com	*Attorneys for Plaintiffs and Petitioners Michael Abatti, Trustee of the Michael and Kerri Abatti Family Trust and Mike Abatti Farms, LLC*
Cheryl A. Orr c.orr@musickpeeler.com MUSICK, PEELER & GARRETT LLP 624 South Grand Avenue, Suite 2000 Los Angeles, California 90017-3383 Tel: (213) 629-7600	*Attorneys for Plaintiffs and Petitioners Michael Abatti, Trustee of the Michael and Kerri Abatti Family Trust and Mike Abatti Farms, LLC*