AMENDMENT NO. 1

to the

RENEWABLE POWER PURCHASE AGREEMENT

between

DESERT COMMUNITY ENERGY

and

CAPE GENERATING STATION 1 LLC

This Amendment No. 1 ("Amendment") to the Agreement (as that term is defined below), dated as of the last executed signature (the "Amendment Effective Date"), is entered between **DESERT COMMUNITY ENERGY**, a California joint powers authority ("DCE"), and **CAPE GENERATING STATION 1 LLC** a Delaware limited liability company ("Seller"). DCE and Seller are sometimes referred to herein individually as a "Party" and jointly as the "Parties". Capitalized terms used and not otherwise defined in this Amendment shall have the meanings ascribed to such terms in the Agreement.

RECITALS

The Parties enter into this Amendment with reference to the following facts:

A. DCE and Seller entered into that certain Renewable Power Purchase Agreement, entered into as of September 28, 2022 (as amended from time to time, the "Agreement"), under which, among other things, Seller agreed to sell to DCE, and DCE agreed to purchase from Seller, Product under the terms and conditions set forth in the Agreement.

B. The Parties desire to amend the Agreement on the terms and subject to the provisions set forth herein.

AGREEMENT

In consideration of the promises, mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows.

1. AMENDMENTS TO THE AGREEMENT.

(a) Cover Sheet

Section	Amendment
Milestones	The entire Milestones table is replaced with the following table:

Section	Amendment
	[redacted]

Milestone	Date for Completion
Evidence of Site Control	Complete
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
Expected Commercial Operation Date	January 1, 2031

Expected Energy	The entire Expected Energy table is replaced with the following table:

Contract Year	Expected Energy (MWh)
1	[redacted]
2	
3	
4	
5	
6	

Section	Amendment
	7 [redacted] 8 9 10 11 12 13 14 15
Buyer's Contract Capacity	The figure, "3 MW" is deleted and replaced with "4 MW."
Guaranteed Capacity	The figure, "20 MW", is deleted and replaced with "26 MW".
Contract Price	The entire Contract Price table is replaced with the following table: **Contract Year** / **Contract Price** 1-15 [redacted]
Development Security	[redacted] per MW of Buyer's Contract Capacity

(b) Base Document.

Section	Provision	Amendment
1.1	[redacted]	[redacted]
2.6	[redacted]	[redacted]

Section	Provision	Amendment
		[redacted]
3.8(b)	Resource Adequacy Failure	The following sentence is added at the end of Section 3.8(b): "The inability of Seller to deliver RA Capacity because of Buyer's failure to secure adequate Available Import Capability shall not constitute or contribute to the calculation of an RA Shortfall Amount; Seller shall not be liable to Buyer for an RA Deficiency Amount to the extent caused by the inadequacy of the Available Import Capability to establish a Net Qualifying Capacity for the capacity otherwise available at the Delivery Point.
17.1(a)	Insurance	The following sentence is added at the end of Section 17.1(a): "Umbrella or excess liability coverage may be used to supplement primary coverages to meet the required limit."

(c) Exhibits.

Exhibit	Provision	Amendment
N	Notices The entire Notices table is replaced with the following table:	

Cape Generating Station 1 LLC	**Desert Community Energy**

Exhibit	Provision	Amendment
	All Notices: 910 Louisiana St, Suite 4400 Houston, TX 77002 Attn: Kyle Gabb, Asset Manager Phone: 832-646-4601 Email: kyle.gabb@fervoenergy.com; notices@fervoenergy.com	**All Notices:** 74-199 El Paseo Drive, Suite 100 Palm Desert, CA 92260 Attn: Tom Kirk, Executive Director Attn: David Freedman, Program Manager Phone: 760-346-1127 Email: tkirk@cvag.org Email: dfreedman@cvag.org **With a copy to:** 405 114th Ave SE #100 Bellevue, WA 98004 Attn: TEA CAISO Desk Phone: 425-460-1118 Facsimile: 425-372-0201 Email: Group-Corp-TradingCaiso@teainc.org
	Reference Numbers: Duns: Federal Tax ID Number: 87-3579880	**Reference Numbers:** Duns: 081015464 Federal Tax ID Number: 82-3785770
	Invoices: Attn: Javonna Simon, Accounts Payable Phone: 832-758-5500 Email: accountspayable@fervoenergy.com	**Invoices:** Attn: Janice Reitman, Accounting Manager Phone: 760-346-1127 Email: jreitman@cvag.org
	Scheduling: Attn: Kyle Gabb, Asset Manager Phone: 832-646-4601 Email: kyle.gabb@fervoenergy.com	**Scheduling:** Attn: TEA CAISO Desk Phone: 425-460-1118 Facsimile: 425-372-0201 Email: CAISOAdmin@teainc.org
	Confirmations: Attn: Kyle Gabb, Asset Manager Phone: 832-646-4601 Email: kyle.gabb@fervoenergy.com	**Confirmations:** Attn: Janice Reitman, Accounting Manager Phone: 760-346-1127 Email: jreitman@cvag.org
	Payments:	**Payments:** Attn: Janice Reitman, Accounting Manager

Exhibit	Provision	Amendment
	Attn: Ashley Robinette, Accounting Manager Email: billing@fervoenergy.com	Phone: 760-346-1127 Email: jreitman@cvag.org
	Wire Transfer: Financial Institution: Bank of America Branch: Bank of America Tower, Houston 800 Capitol Street, 16th Floor Houston, TX 77002 Routing Number: 111000025 Account Number: ********0961	**Wire Transfer:** BNK: River City Bank ABA: 121133416 ACCT: [redacted]8099
	With additional Notices of an Event of Default to: Attn: Legal Notices 910 Louisiana St, Suite 4400 Houston, TX 77002 Email: legal@fervoenergy.com; notices@fervoenergy.com	**With additional Notices of an Event of Default to:** Attn: Erica Felci, Chief Operating Officer Phone: 760-346-1127 Email: efelci@cvag.org **With a copy to:** Attn: Ryan M.F. Baron, Best Best & Krieger LLP Phone: 949-263-6568 Email: ryan.baron@bbklaw.com **With a copy to:** Attn: TEA CAISO Desk Phone: 425-460-1118 Facsimile: 425-372-0201 Email: CAISOAdmin@teainc.org
	Emergency Contact: Attn: Kyle Gabb, Asset Manager Phone: 832-646-4601 Email: kyle.gabb@fervoenergy.com	**Emergency Contact:** Attn: TEA CAISO Desk Phone: 425-460-1118 Facsimile: 425-372-0201 Email: Group-Corp-TradingCaiso@teainc.org

2. MISCELLANEOUS.

(a) Reservation of Rights. Each of the Parties expressly reserves all of its respective rights and remedies under the Agreement.

(b) Legal Effect. Except as expressly modified as set forth herein, the Agreement remains unchanged and, as so modified, the Agreement shall remain in full force and effect. Seller hereby represents and warrants that the representations contained in Section 13.1 of the Agreement are true on and as of the Amendment Effective Date as if made by Seller on and as of the Amendment Effective Date with respect to this Amendment. DCE hereby represents and warrants that the representations contained in Section 13.2 of the Agreement are true on and as of the Amendment Effective Date as if made by Seller on and as of the Amendment Effective Date with respect to this Amendment.

(c) Governing Law. This amendment and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this amendment.

(d) Successors and Assigns. This Amendment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

(e) Authorized Signatures; Notices. Each Party represents and warrants that the person who signs below on behalf of that Party has authority to execute this Amendment on behalf of such Party and to bind such Party to this Amendment. Any written notice required to be given under the terms of this Amendment shall be given in accordance with the terms of the Agreement.

(f) Effective Date. This Amendment shall be deemed effective as of the Amendment Effective Date.

(g) Further Agreements. This Amendment may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Seller and DCE; provided, this Amendment may not be amended by electronic mail communications.

(h) Counterparts. This Amendment may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original.

(i) Electronic Delivery. This Amendment may be duly executed and delivered by a Party by electronic format (including portable document format (.pdf)) delivery of the signature page of a counterpart to the other Party.

[*Remainder of this page intentionally left blank*]

IN WITNESS WHEREOF, the Parties have read this Agreement, understand it, and agree to be bound by its terms as of the Effective Date.

CAPE GENERATING STATION 1 LLC,	**DESERT COMMUNITY ENERGY,**
a Delaware limited liability company.	a California joint powers authority.
By:	By:
Name: Tim Latimer	Name: Tom Kirk
Title: President	Title: Executive Director
Date:	Date: