PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298

Pacific Gas & Electric Company
ELC (Corp ID 39)
Status of Advice Letter 6948E
As of June 27, 2023

Subject: Advice Letter for an Access Easement Agreement at PG&E's Contra Costa Power Plant Switchyard Request for Approval Under Section 851 and General Order 173

Division Assigned: Energy

Date Filed: 05-23-2023

Date to Calendar: 05-29-2023

Authorizing Documents: None

Disposition:	**Accepted**
Effective Date:	**06-22-2023**

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Stuart Rubio
415-973-4587
PGETariffs@pge.com

STATE OF CALIFORNIA **GAVIN NEWSOM,** *Governor*

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298

To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

The Energy Division of the California Public Utilities Commission has processed your recent Advice Letter (AL) filing and is returning an AL status certificate for your records.

The AL status certificate indicates:

Advice Letter Number
Name of Filer
CPUC Corporate ID number of Filer
Subject of Filing
Date Filed
Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)
Effective Date of Filing
Other Miscellaneous Information (e.g., Resolution, if applicable, etc.)

The Energy Division has made no changes to your copy of the Advice Letter Filing; please review your Advice Letter Filing with the information contained in the AL status certificate, and update your Advice Letter and tariff records accordingly.

All inquiries to the California Public Utilities Commission on the status of your Advice Letter Filing will be answered by Energy Division staff based on the information contained in the Energy Division's PAL database from which the AL status certificate is generated. If you have any questions on this matter please contact the:

Energy Division's Tariff Unit by e-mail to
edtariffunit@cpuc.ca.gov

Pacific Gas and Electric Company

Sidney Bob Dietz II
Director
Regulatory Relations

Pacific Gas and Electric Company
300 Lakeside Drive
Oakland, CA 94612

May 23, 2023

Advice 6948-E
(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Advice Letter for an Access Easement Agreement at PG&E's Contra Costa Power Plant Switchyard – Request for Approval Under Section 851 and General Order 173

Purpose

The purpose of this advice letter is to formalize a neighboring utility company's right to use an existing access road that runs through Pacific Gas and Electric Company's property in Antioch.

Pacific Gas and Electric Company (PG&E) requests California Public Utilities Commission (Commission or CPUC) approval under Public Utilities Code Section 851 and General Order 173 to grant an access easement across a portion of PG&E's property at Assessor's Parcel Number: 051-031-015-4, located north of Wilbur Avenue in the City of Antioch and County of Contra Costa (the Property) to GenOn Delta, LLC (Grantee). The access easement (the Access Easement Agreement) is attached hereto as **Exhibit 1**.

PG&E has determined that the use granted by the Access Easement Agreement does not interfere with PG&E's operations or PG&E's ability to provide safe and reliable utility service. In addition, this use will not be adverse to the public interest.

Background

Prior to 1999, PG&E owned in fee the Property, which houses PG&E's Contra Costa Power Plant switchyard (the Switchyard), as well as the surrounding parcels. On April 16, 1999, PG&E granted the parcels surrounding the Property to Grantee, an independent power producer, via a Grant Deed attached hereto as **Exhibit 2**. On November 22, 2006, PG&E and Grantee entered into an Amended and Restated Asset Transfer Agreement (ATA) that included a provision for PG&E to grant an access easement to Grantee to allow Grantee's continued use of the existing paved road through the northeast corner of the Property (the Access Road). The ATA is attached hereto as **Exhibit 3**. The Access Road crosses a portion of the Property, as shown on the plat map attached in **Exhibit 1.** PG&E uses the Access Road to access the Switchyard, and Grantee uses the Access Road to access Grantee's adjacent property

to the north. Grantee is currently preparing to sell its property and has requested that PG&E formalize its right to use the Access Road via an easement.

PG&E has determined that Grantee's continued use of the Access Road via the Access Easement Agreement does not interfere with the operation of PG&E's facilities, and Grantee's use has been accomplished without sacrifice to PG&E's provision of safe and reliable utility service to its customers.

For all of the above reasons, PG&E requests that the Commission approve this Section 851 advice letter for the Access Easement Agreement between PG&E and Grantee.

Tribal Lands Policy

As explained below, because this transaction is not the transfer of a fee interest in real property, the Tribal Lands Policy does not apply.

On December 5, 2019, the Commission adopted a policy titled, "Investor-Owned Utility Real Property – Land Disposition - First Right of Refusal for Disposition of Real Property Within the Ancestral Territories of California Native American Tribes" (Policy). The Policy directs investor-owned utilities to (1) notify the appropriate local Native American Tribes of any proposed dispositions of utility-owned real property that are subject to Section 851 and (2) to allow 90 days for the Tribes to respond as to their interest in purchasing the subject real property.

Resolution E-5076, effective January 14, 2021, adopted Guidelines to Implement the CPUC Tribal Land Policy (Guidelines). Section 1.3.d of the Guidelines states that "disposition" means the transfer, sale, donation, or disposition by any other means of a fee interest in real property. Therefore, the Policy does not apply to the Access Easement Agreement subject to this Advice Letter.

Other Information

In accordance with General Order 173, Rule 4, PG&E provides the following information related to the proposed transaction:

(a) Identity and Addresses of All Parties to the Proposed Transaction:

Pacific Gas and Electric Company
Attn: Law Department, Steve Frank
300 Lakeside Drive
Oakland, CA 94612
Telephone: (415) 971-5091
Email: Steven.Frank@pge.com

GenOn Delta, LLC
c/o GenOn Holdings, Inc.
Attn: Jonathan A. Sacks
1360 Post Oak Blvd., Ste. #2000
Houston, Texas 77056
General Counsel
Telephone: (404) 915-9693
Email: jon.sacks@genon.com

(b) Complete Description of the Property Including Present Location, Condition and Use:

The Property is located north of Wilbur Avenue in the City of Antioch, Assessor's Parcel No. 051-031-015-4 and is comprised of approximately 21.439 acres. The majority of the parcel houses the Switchyard for PG&E's Electric Transmission infrastructure. The Property is shown as Parcel "B" of that certain lot line adjustment recorded in Document No. 99-0097773-00, at the Contra Costa County Recorder's Office, attached hereto as **Exhibit 4**.

(c) Intended Use of the Property:

PG&E will continue to use the Property to operate the Switchyard. Upon CPUC approval of the Access Easement Agreement, Grantee will execute and record the Access Easement Agreement so that any future owner of the adjacent parcel may also use the Access Road.

(d) Complete Description of Financial Terms of the Proposed Transaction:

According to the terms of the ATA, PG&E is not required to provide compensation for conveyance of the Access Easement Agreement. Accordingly, there are no financial proceeds to allocate.

(e) Description of How Financial Proceeds of the Transaction Will Be Distributed:

Not applicable.

(f) Statement on the Impact of the Transaction on Ratebase and Any Effect on the Ability of the Utility to Serve Customers and the Public:

There is no impact to PG&E's rate base nor will granting the Access Easement Agreement affect PG&E's ability to provide reliable service.

(g) The Original Cost, Present Book Value, and Present Fair Market Value for Sales of Real Property and Depreciable Assets, and a Detailed Description of How the Fair Market Value Was Determined (e.g., Appraisal):

Not applicable.

(h) The Fair Market Rental Value for Leases of Real Property, and a Detailed Description of How the Fair Market Rental Value Was Determined:

Not applicable.

(i) The Fair Market Value of the Easement or Right-of-Way, and a Detailed Description of How the Fair Market Value Was Determined:

According to the terms of the ATA, PG&E is not required to pay compensation for conveyance of the Access Easement Agreement.

(j) A Complete Description of any Recent Past (Within the Prior Two Years) or Anticipated Future Transactions that May Appear To Be Related to the Present Transaction:

Grantee is currently in the process of selling its adjacent parcels surrounding the Property. As a condition of that sale, Grantee is required to formalize its access rights as provided for in the ATA. Upon sale of Grantee's parcels, the Access Easement Agreement will continue to benefit the adjacent property to the north and any new owner; see Section 16 of the Access Easement Agreement regarding successor's and assigns.

(k) Sufficient Information and Documentation (Including Environmental Information) to Show that All of Eligibility Criteria Set Forth in Rule 3 of General Order 173 are Satisfied:

PG&E has provided information in this Advice Letter to satisfy the eligibility criteria under General Order 173 in that:

- The activity proposed in the transaction will not require environmental review by the CPUC as a Lead Agency;
- The transaction will not have an adverse effect on the public interest or on the ability of PG&E to provide safe and reliable service to its customers at reasonable rates;
- The transaction will not materially impact the rate base of PG&E; and
- The transaction does not warrant a more comprehensive review that would be provided through a formal Section 851 application.

(l) Additional Information to Assist in the Review of the Advice Letter:

PG&E does not believe any additional information is necessary for the Commission's review of the Advice Letter.

(m) Environmental Information:

Pursuant to General Order 173, the Advice Letter program applies to proposed transactions that will not require environmental review by the CPUC as a lead agency under the California Environmental Quality Act ("CEQA") either because: (a) a statutory or categorical exemption applies (the applicant must provide a Notice of Exemption from the Lead Agency or explain why an exemption applies), or (b) because the transaction is not a project under CEQA (the applicant must explain the reasons why it believes that the transaction is not a project), or (c) because another public agency, acting as the Lead Agency under

CEQA, has completed environmental review of the project, and the Commission is required to perform environmental review of the project only as a Responsible Agency under CEQA.

The proposed Access Easement Agreement is not a project for purposes of CEQA review as no physical change to the property will result from conveyance of the Access Easement Agreement. No improvements or change to the road or other facilities are required as part of this transaction. Approval of the Access Easement Agreement therefore does not require environmental review under CEQA.

Protests

Anyone wishing to protest this submittal may do so by letter sent electronically via E-mail, no later than June 12, 2023, which is 20 days after the date of this submittal. Protests must be submitted to:

CPUC Energy Division
ED Tariff Unit
E-mail: EDTariffUnit@cpuc.ca.gov

The protest shall also be electronically sent to PG&E via E-mail at the address shown below on the same date it is electronically delivered to the Commission:

Sidney Bob Dietz II
Director, Regulatory Relations
c/o Megan Lawson
E-mail: PGETariffs@pge.com

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name and e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

Effective Date

Pursuant to the review process outlined in General Order 173, PG&E requests that this Tier 2 advice letter become effective on June 22, 2023, which is 30 days from the date of submittal.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically to parties shown on the attached list. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter submittals can also be accessed electronically at: http://www.pge.com/tariffs.

/S/
Sidney Bob Dietz II
Director, Regulatory Relations
CPUC Communications

Attachments:

Exhibit 1: Access Easement Agreement
Exhibit 2: Grant Deed 1999-0103334
Exhibit 3: Restated (ATA) Asset Transfer Agreement
Exhibit 4: Lot Line Adjustment 1999-0097773

********** SERVICE LIST for Advice 6948-E **********
APPENDIX A

Jonathan Reiger
Legal Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 355-5596
jzr@cpuc.ca.gov

Mary Jo Borak
Energy Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703-1333
bor@cpuc.ca.gov

Robert (Mark) Pocta
Public Advocates Office
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703- 2871
robert.pocta@cpuc.ca.gov

Andrew Barnsdale
Energy Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703-3221
bca@cpuc.ca.gov

**********3rd Parties**********

Jonathan A. Sacks
GenOn Delta, LLC
c/o GenOn Holdings, Inc.
Telephone: (404) 915-9693
Email: jon.sacks@genon.com

California Public Utilities Commission

ADVICE LETTER SUMMARY

ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.: Pacific Gas and Electric Company (U 39 E)

Utility type:
☑ ELC ☐ GAS ☐ WATER
☐ PLC ☐ HEAT

Contact Person: Stuart Rubio
Phone #: 415-973-4587
E-mail: PGETariffs@pge.com
E-mail Disposition Notice to: stuart.rubio@pge.com

EXPLANATION OF UTILITY TYPE
ELC = Electric GAS = Gas WATER = Water
PLC = Pipeline HEAT = Heat

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 6948-E

Tier Designation: 2

Subject of AL: Advice Letter for an Access Easement Agreement at PG&E's Contra Costa Power Plant Switchyard – Request for Approval Under Section 851 and General Order 173

Keywords (choose from CPUC listing): Compliance, Section 851

AL Type: ☐ Monthly ☐ Quarterly ☐ Annual ☑ One-Time ☐ Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #:

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

Summarize differences between the AL and the prior withdrawn or rejected AL: N/A

Confidential treatment requested? ☐ Yes ☑ No

If yes, specification of confidential information:
Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required? ☐ Yes ☑ No

Requested effective date: 6/22/23

No. of tariff sheets: 0

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: N/A

Service affected and changes proposed[1]: N/A

Pending advice letters that revise the same tariff sheets: N/A

[1]Discuss in AL if more space is needed.

Clear Form

Protests and correspondence regarding this AL are to be sent via email and are due no later than 20 days after the date of this submittal, unless otherwise authorized by the Commission, and shall be sent to:

California Public Utilities Commission
Energy Division Tariff Unit Email:
EDTariffUnit@cpuc.ca.gov

Contact Name: Sidney Bob Dietz II, c/o Megan Lawson
Title: Director, Regulatory Relations
Utility/Entity Name: Pacific Gas and Electric Company

Telephone (xxx) xxx-xxxx: (415)973-2093
Facsimile (xxx) xxx-xxxx:
Email: PGETariffs@pge.com

Contact Name:
Title:
Utility/Entity Name:

Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

CPUC
Energy Division Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102

Clear Form

Attachment 1

Access Easement Agreement

LD 2102-02-10089
Contra Costa Power Plant Switchyard
Access Easement to GENON DELTA, LLC
RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc_____
Recording Fee $_____
Document Transfer Tax $_____
[ ] This is a conveyance where the consideration and Value is less than $100.00 (R&T 11911).
[ ] Computed on Full Value of Property Conveyed, or
[ ] Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
[ ] Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

_____
Signature of declarant or agent determining tax

(A portion of APN 051-031-015-4)

EASEMENT AGREEMENT
(Access Easement)

This Easement Agreement ("**Agreement**") is made and entered into this _____ day of _____, 20__ (the "**Effective Date**") by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**", and GENON DELTA, LLC, a Delaware limited liability company, hereinafter called "**Grantee.**"

RECITALS

A. PG&E owns certain real property within the County of Contra Costa, State of California, commonly known as Contra Costa Power Plant Switchyard and more particularly described in **EXHIBIT A**, attached hereto and made a part hereof (hereinafter, the "**Property**").

B. Grantee is the owner of certain real property (the "**Benefitted Property**") within the County of Contra Costa, State of California, commonly known as GenOn Delta property at APN: 051-031-020-4 and more particularly described in **EXHIBIT D**, attached hereto and made a part hereof. Grantee proposes that PG&E grant an **Access Easement** over the **Property** as described in **EXHIBIT B**, attached hereto and made a part hereof.

C. PG&E is willing to grant such easement(s) on the terms and subject to the conditions set forth herein.

Now, therefore, in consideration of the forgoing, PG&E and Grantee agree as follows:

1. Grant of Easement(s): PG&E hereby grants to Grantee, upon the terms and conditions set forth in this Agreement, the following easement(s):

(a) Ingress and Egress. A non-exclusive right of surface access, ingress and egress to and from the Benefitted Property, over and across the portion of the Property (the "Easement Area") described in **EXHIBIT B** and shown upon **EXHIBITS B-1 & B-2**, attached hereto and incorporated by this reference. PG&E shall not grant any other third-party rights to the use of or access to the Easement Area that would impair Grantee's rights set forth in this Agreement or interfere with Grantee's use of the Easement Areas for access purposes. Except as permitted in Section 2(b) below, PG&E shall not block, prevent, restrict or otherwise limit use of the Easement Area for access purposes by Grantee, Grantee's Representatives and any tenant(s) or licensee(s) of Grantee.

2. Limitations on Use.

(a) The Easement Area, and any facilities permitted to be constructed thereon, are to be used by Grantee only for those uses permitted in Section 1 above, and for no other purpose.

(b) PG&E reserves the right to temporarily (and for no longer than reasonably necessary) restrict access to the Easement Area or any portion or portions thereof in the event of fire, earthquake, storm, riot, civil disturbance, or other casualty or emergency, or in connection with PG&E's response thereto, or if emergency repairs or maintenance are required to PG&E facilities within or in the vicinity of the Easement Area, or otherwise when PG&E in good faith deems it advisable to do so, including in connection with events and emergencies occurring or affecting PG&E's business operations located in the immediate vicinity of the Easement Area.

(c) Grantee shall not erect or construct any building or other structure, or drill or operate any well on or under the Easement Area if such work is within five (5) feet of any of PG&E's electric or gas facilities.

3. Condition of Easement Area. Grantee accepts the Easement Area in its existing physical condition, without warranty by PG&E or any duty or obligation on the part of PG&E to maintain the Easement Area. Grantee acknowledges that one or more of the following (collectively, "**Potential Environmental Hazards**") may be located in, on or underlying the Easement Area:

(a) electric fields, magnetic fields, electromagnetic fields, electromagnetic radiation, power frequency fields, and extremely low frequency fields, however designated, and whether emitted by electric transmission lines, other distribution equipment or otherwise ("**EMFs**");

(b) Hazardous Substances (as hereinafter defined). For purposes hereof, the term "**Hazardous Substances**" means any hazardous or toxic material or waste which is or becomes regulated by Legal Requirements (as hereinafter defined) relating to the protection of human health or safety, or regulating or relating to industrial hygiene or environmental conditions, or the protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, including, but not limited to, laws, requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges, releases or threatened releases of such substances into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of such substances. Without limiting the generality of the foregoing, the term Hazardous Substances includes any material or substance:

(1) now or hereafter defined as a "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous waste," "restricted hazardous waste" or "toxic substance" or words of similar import under any applicable local, state or federal law or under the regulations adopted or promulgated pursuant thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 et seq.; the Clean Air Act, 42 U.S.C. §§7401 et seq.; the Clean Water Act, 33 U.S.C. §§1251 et seq.; the Toxic Substance Control Act, 15 U.S.C. §§2601 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§136 et seq.; the Atomic Energy Act of 1954, 42 U.S.C. §§2014 et seq.; the Nuclear Waste Policy Act of 1982, 42 U.S.C. §§10101 et seq.; the California Hazardous Waste Control Law, Cal. Health and Safety Code §§25100 et seq.; the Porter-Cologne Water Quality Control Act, Cal. Water Code §§13000 et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code §§25300 et seq.); and the Medical Waste Management Act (Health and Safety Code §§25015 et seq.); or

(2) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by the United States, the State of California, any local governmental authority or any political subdivision thereof, or which cause, or are listed by the State of California as being known to the State of California to cause, cancer or reproductive toxicity; or

(3) the presence of which on the Easement Area poses or threatens to pose a hazard to the health or safety of persons on or about the Easement Area or to the environment; or

(4) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or

(5) which contains lead-based paint or other lead contamination, polychlorinated biphenyls ("PCBs") or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or

(6) which contains radon gas;

(c) fuel or chemical storage tanks, energized electrical conductors or equipment, or natural gas transmission or distribution pipelines; and

(d) other potentially hazardous substances, materials, products or conditions.

Grantee shall be solely responsible for the health and safety of its employees, contractors, consultants, agents and invitees ("**Grantee's Representatives**") from risks of harm from Potential Environmental Hazards. Grantee acknowledges that it has previously evaluated the condition of the Easement Area and all matters affecting the suitability of the Easement Area for the uses permitted by this Agreement, including, but not limited to, the Potential Environmental Hazards listed herein.

4. Grantee's Covenants. Grantee hereby covenants and agrees:

(a) Construction of Improvements. Grantee agrees to construct and install, at no cost to PG&E, such facilities and improvements in the Easement Area ("**Improvements**") as may be necessary and appropriate for Grantee's permitted use of the Easement Area, as specified in Section 1. All such construction shall be performed in accordance with detailed plans and specifications ("**Plans**") previously approved by PG&E and shall comply with all Legal Requirements. Before commencing construction of any Improvements, Grantee shall obtain all permits, authorizations or other approvals, at Grantee's sole cost and expense as may be necessary for such construction. Without limiting the generality of the foregoing, Grantee shall be responsible for complying with any and all applicable requirements of the National Environmental Policy Act ("**NEPA**") and the California Environmental Quality Act ("**CEQA**") and satisfying, at Grantee's sole expense, any and all mitigation measures under CEQA that may apply to Grantee's use of the Easement Area, and to the construction, maintenance and use of Grantee's proposed Improvements and facilities in the Easement Area. Grantee shall promptly notify PG&E of any and all proposed mitigation measures that may affect PG&E or the Property. If PG&E determines in good faith that any such mitigation measures may adversely affect PG&E or the Property, or impose limitations on PG&E's ability to use the Property as specified in Section 8, then PG&E shall notify Grantee and the parties thereafter shall cooperate in good faith to obtain a modification of the mitigation measures to avoid such results, including, if necessary, through Grantee's agreement to modify its proposed Project (as that term is defined under CEQA) so as to eliminate the necessity for such mitigation measures. Grantee acknowledges and agrees that PG&E's review of Grantee's Plans is solely for the purpose of protecting PG&E's interests, and shall not be deemed to create any liability of any kind on the part of PG&E, or to constitute a representation on the part of PG&E or any person consulted by PG&E in connection with such review that the Plans or the Improvements contemplated by such Plans are adequate or appropriate for any purpose, or comply with applicable Legal Requirements. Grantee shall not commence construction or installation of any Improvements without the prior written consent of PG&E, which consent shall not be unreasonably withheld, conditioned or delayed, and the prior consent, to the extent required by applicable law or regulation, of the California Public Utilities Commission (hereinafter, "**CPUC**").

(b) Compliance with Laws. Grantee shall, at its sole cost and expense, promptly comply with (a) all laws, statutes, ordinances, rules, regulations, requirements or orders of municipal, state, and federal authorities now in force or that may later be in force, including, but

not limited to, those relating to the generation, use, storage, handling, treatment, transportation or disposal of Hazardous Substances, as defined herein, or to health, safety, noise, environmental protection, air quality or water quality; (b) the conditions of any permit, occupancy certificate, license or other approval issued by public officers relating to Grantee's use or occupancy of the Easement Area; and (c) with any liens, encumbrances, easements, covenants, conditions, restrictions and servitudes (if any) of record, or of which Grantee has written notice, which may be applicable to the Easement Area (collectively, "**Legal Requirements**"), regardless of when they become effective, insofar as they relate to the use or occupancy of the Easement Area by Grantee. Grantee shall furnish satisfactory evidence of such compliance upon written request by PG&E. The judgment of any court of competent jurisdiction, or the admission of Grantee in any action or proceeding against Grantee, whether or not PG&E is a party in such action or proceeding, that Grantee has violated any Legal Requirement relating to the use or occupancy of the Easement Area, shall be conclusive of that fact as between PG&E and Grantee.

(c) Notice of Enforcement Proceedings. Each party agrees to notify the other party in writing within three (3) business days of receiving written notice of any investigation, order or enforcement proceeding which in any way relates to the Easement Area, or to any contamination or suspected contamination on, within or underlying the Easement Area. Such notice shall include a complete copy of any order, complaint, agreement, or other document which may have been issued, executed or proposed, whether draft or final.

(d) Non-Interference. Grantee agrees not to interfere in any way or permit any interference with the use of the Property by PG&E and other entitled persons; provided that PG&E agrees that the use of the Easement Area for ingress and egress subject and pursuant to this Agreement shall not be deemed interference with the use of the Property by PG&E. Interference shall include, but not be limited to, any activity by Grantee that places any of PG&E's gas or electric facilities in violation of any of the provisions of General Order Nos. 95 (Overhead Electric), 112 (Gas), and 128 (Underground Electric) of the CPUC or to any other Legal Requirements under which the operations of utility facilities are controlled or regulated. Grantee shall not erect, handle, or operate any tools, machinery, apparatus, equipment, or materials closer to any of PG&E's high-voltage electric conductors than the minimum clearances set forth in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety; which minimum clearances are incorporated herein by reference; but in no event closer than ten (10) feet to any energized electric conductors or appliances. Grantee shall not drill, bore, or excavate within thirty (30) feet of any of PG&E's underground facilities, including, but not limited to, gas pipelines, valves, regulators or electric conduits. Grantee shall provide notice to Underground Service Alert at 1-800-227-2600 at least two (2) business days prior to commencing any drilling, boring or excavating permitted hereunder to assist Grantee with locating any and all underground facilities, including, but not limited to, gas pipelines, valves, regulators or electric conduits;

(e) Avoiding Dangerous Activities. Grantee agrees to conduct its activities and operations within and on the Easement Area in such a manner so as not to endanger the Property, PG&E's utility facilities, the environment and human health and safety. Grantee shall not cause or permit any Hazardous Substances, as defined herein, to be brought upon, produced, stored, used, discharged or disposed of on, in, or upon the Easement Area, except in compliance with all applicable Legal Requirements. Grantee shall be responsible for the cost of remediating any discharge or release of Hazardous Substances resulting from or arising in connection with

Grantee's use of the Easement Area and shall immediately notify PG&E and the appropriate regulatory authorities where required by law, of any such release. If PG&E reasonably determines that Grantee's activities in the Easement Area in any way endanger the Property, PG&E's utility facilities, the environment, or human health and safety, PG&E may, in PG&E's sole and absolute discretion, require that Grantee halt such activities until appropriate protective measures are taken to PG&E's reasonable satisfaction;. Grantee shall hold PG&E harmless from any claims resulting from any delay under this paragraph. PG&E's right to halt activities under this paragraph shall not in any way affect or alter Grantee's insurance or indemnity obligations under this Agreement, nor shall it relieve Grantee from any of its obligations hereunder that pertain to health, safety, or the protection of the environment.

(f) Maintenance. Grantee agrees to maintain its facilities and Improvements in good condition and repair, and be responsible for the security of, the facilities installed hereunder. Grantee shall have the right to resurface, pave and re-pave the Easement Area as determined by Grantee.

(g) Repairing Damage. Grantee agrees to repair any damage it may cause to PG&E's facilities and improvements located upon Easement Area;

(h) Coordination. Grantee agrees to coordinate all activities regarding the easements granted herein to reasonably minimize any interference and inconvenience with the use by PG&E of the Easement Area for access purposes and PG&E's adjoining lands.

(i) PG&E Right to Cure. Grantee agrees that if Grantee fails to perform any act or other obligation on its part to be performed hereunder, and such failure is not remedied within fifteen (15) business days following written notice from PG&E (or in the case of an emergency, following such notice, if any, as may be reasonably practicable under the existing circumstances), PG&E may (but without obligation to do so, and without waiving or releasing Grantee from any of its obligations) perform any such act or satisfy such obligation, or otherwise remedy such emergency or such failure on the part of Grantee. All reasonable costs incurred by PG&E in responding to or remedying such failure by Grantee shall be payable by Grantee to PG&E on written demand accompanied with copies of paid invoices and receipts for such costs incurred by PG&E.

5. Indemnification; Release.

(a) Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless PG&E, its parent corporation, subsidiaries and affiliates, and their respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (each, an "**Indemnitee**" and collectively, "**Indemnitees**") from and against all claims, losses (including, but not limited to, diminution in value), actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys' fees and costs) and liabilities of whatever kind or nature (collectively, "**Claims**"), including Claims arising from the passive or active negligence of the Indemnitees which arise from or are in any way connected with the occupancy or use of the Easement Area by Grantee or Grantee's Representatives, or the exercise by Grantee of its rights hereunder, or the performance of, or failure to perform, Grantee's duties under this Agreement, including, but not limited to, Claims arising out of: (1) injury to or

death of persons, including but not limited to employees of PG&E or Grantee (and including, but not limited to, injury due to exposure to EMFs and other Potential Environmental Hazards in, on or about the Property); (2) injury to property or other interest of PG&E, Grantee or any third party; (3) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all Legal Requirements relating to human health or the environment, and including any liability which may be imposed by law or regulation without regard to fault; excepting only with respect to any Indemnitee, to the extent of any Claim arising from the sole negligence or willful misconduct of, or violation of Legal Requirements by, such Indemnitee. Without limiting the generality of the foregoing, Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless from and against Claims arising out of or in connection with any work of improvement constructed or installed at or on, labor performed on, or materials delivered to, or incorporated in any improvements constructed on, the Easement Area by, or at the request or for the benefit of, Grantee. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Grantee is obligated to indemnify or provide a defense hereunder, Grantee upon written notice from PG&E shall defend such action or proceeding at Grantee's sole expense by counsel approved by PG&E, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) Grantee acknowledges that all Claims arising out of or in any way connected with releases or discharges of any Hazardous Substance, or the exacerbation of a Potential Environmental Hazard, occurring as a result of or in connection with Grantee's use by Grantee within the Easement Area, and all costs, expenses and liabilities for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation and other response costs, including reasonable attorneys' fees and disbursements and any fines and penalties imposed for the violation of Legal Requirements relating to the environment or human health, are expressly within the scope of the indemnity set forth above.

(c) Grantee's use of the Easement Area shall be at its sole risk and expense. Grantee accepts all risk relating to its occupancy and use of the Easement Area. PG&E shall not be liable to Grantee for, and Grantee hereby waives and releases PG&E and the other Indemnitees from, any and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss resulting from or attributable to any occurrence on or about the Easement Area, the condition of Easement Area, or the use or occupancy of the Easement Area, except in the case of PG&E's negligence or misconduct and so long as PG&E complies with the terms of this Agreement.

(d) Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless against claims, losses, costs (including, but not limited to, attorneys' fees and costs), liabilities and damages resulting from the failure of Grantee, or any of its contractors or subcontractors, to comply with the insurance requirements set forth in **Exhibit C**, attached hereto and made a part hereof. If Grantee fails to so indemnify, protect, defend or hold harmless any Indemnitee, then at PG&E's option, this Agreement shall terminate, and the estate and interest herein granted to Grantee shall revert to and revest in PG&E, if Grantee (i) does not bond off such failure within thirty (30) days of receipt of written notice from PG&E, or (ii) if such failure continues for thirty (30) days following the giving of written notice of termination by PG&E to Grantee (provided, however, Grantee shall have such additional time as is reasonably required so long as Grantee is diligently pursuing such cure to completion).

(e) The provisions of this Section 5 shall survive the termination of this Agreement.

6. Additional Facilities. Grantee shall not install any additional facilities or improvements in, on, under or over the Easement Area without the prior written consent of PG&E, which consent may be granted or withheld in PG&E's sole and absolute discretion, , and the prior consent, to the extent required by applicable law or regulation, of the **CPUC**. Grantee shall submit Plans for installation of any proposed additional facilities within the Easement Area to PG&E for its written approval at the address specified in Section 12.

7. Abandonment. Termination. This Agreement shall terminate if Grantee or the then current owner of the Benefitted Property either abandons use of the Easement Area for a period of six (6) consecutive months or notifies PG&E in writing of an intent to permanently discontinue use of the Easement Area. The non-use of the Easement Area by Grantee or Grantee's Representatives, tenant(s) or licensee(s) for a continuous period of two (2) years, unless such nonuse is due to factors outside Grantee's reasonable control, in which case such period is extended to four (4) years, shall be conclusive evidence of such abandonment. Upon any termination of this Agreement, Grantee shall remove, at no cost to PG&E, such of Grantee's facilities and equipment installed in the Easement Area pursuant to this Agreement as PG&E may specify in writing within ten (10) days of termination. Upon any termination of this Agreement, Grantee shall execute, acknowledge and deliver to PG&E a quitclaim deed or such other documents or instruments, in a form reasonably acceptable to PG&E, as may be reasonably necessary to eliminate this Agreement as an encumbrance on the title to the Easement Area or any larger parcel of property containing the Easement Area.

8. Reserved Rights. Subject to the rights of Grantee hereunder, PG&E reserves the right to use the Easement Area for any and all purposes which will not unreasonably interfere with the use of or access to the Easement Area by Grantee or Grantee's Representatives, tenant(s) or licensee(s). Without limiting the generality of the foregoing:

(a) PG&E reserves the right to make use of the Easement Area for such purposes as it may deem necessary or appropriate if, and whenever, in the interest of its service to its patrons or consumers or the public, it shall appear necessary or desirable to do so.

(b) Grantee acknowledges that PG&E may have previously granted, and may in the future grant, certain non-exclusive rights in and across the Easement Area to others, and the use of the word "grant" in this Agreement shall not be construed as a warranty or covenant by PG&E that there are no such other rights.

(c) Grantee shall not make use of the Easement Area in any way which will endanger human health or the environment, create a nuisance or otherwise be incompatible with the use of the Easement Area, the Property, or PG&E's adjacent property, by PG&E or others entitled to use such property.

(d) This grant is made subject to all applicable provisions of General Order No. 95 (Overhead Electric), General Order 112 (Gas) and General Order No. 128 (Underground Electric) of the CPUC, in like manner as though said provisions were set forth herein.

(d) PG&E shall promptly repair all damage that it or its employees, agents, representatives or contractors cause to the Easement Area. If PG&E does not repair any such damage to the Easement Area within sixty (60) days after written notice from Grantee (or such additional time as is reasonable under the circumstances so long as PG&E is diligently pursuing to completion), Grantee shall have the right to repair such damage and PG&E shall reimburse Grantee upon written demand accompanied with copies of paid invoices and receipts for such costs reasonably incurred by Grantee.

9. Governmental Approvals. This Agreement shall not become effective, notwithstanding that it may have been executed and delivered by the parties, and Grantee shall not commence construction or other activities hereunder, unless and until PG&E notifies Grantee in writing of receipt of final, unconditional, and unappealable approval by the CPUC and that the terms and conditions of such CPUC approval are satisfactory to PG&E in its sole and absolute discretion. Grantee further acknowledges and agrees that PG&E makes no representation or warranty regarding the prospects for CPUC approval, and Grantee hereby waives all Claims against PG&E which may arise out of the need for such CPUC approval or the failure of the CPUC to grant such approval. This Agreement is made subject to all the provisions of such approval, as more particularly set forth in CPUC (☐ Disposition Letter ☐ Advice Letter ☐ Decision __ ____), in like manner as though said provisions were set forth in full herein. Recordation of this Agreement shall be conclusive evidence of compliance with this Section 9.

10. Compliance; Insurance. PG&E, at its cost and expense, shall have a right to access and inspect the Easement Area at any time to confirm Grantee's compliance with Legal Requirements and the provisions of this Agreement and during any such access and inspection PG&E shall not unreasonably interfere with Grantee's use of the Easement Area. Prior to the Effective Date of this Agreement, Grantee shall procure, and thereafter Grantee shall carry and maintain in effect at all times during the term of the Agreement, with respect to the Easement Area and the use, occupancy and activities of Grantee, its employees and agents on or about the Easement Area, the insurance specified in **EXHIBIT C**[1], attached hereto and made a part hereof by this reference, provided that PG&E reserves the right upon thirty (30) days prior written notice to Grantee to review and modify from time to time the coverages and limits of coverage required hereunder, as well as the deductibles and/or self-insurance retentions in effect from time to time (but PG&E agrees that it will not increase required coverage limits more often than once in any five-year period) and any increase shall be commercially reasonable and consistent with industry standards. Prior to Grantee's entry upon the Easement Area, and thereafter thirty (30) days prior to the expiration date of any policy (provided, however, if such thirty day requirement is not satisfied, then Grantee shall provide upon PG&E's written demand), Grantee shall provide PG&E with evidence of the insurance coverage, or continuing coverage, as required by this Agreement. All insurance required under this Agreement shall be effected under valid, enforceable policies issued by insurers of recognized responsibility, as reasonably determined by PG&E, and shall be written on forms and with insurance carriers reasonably acceptable to PG&E. Grantee is also responsible for causing its agents, contractors and subcontractors to comply with the insurance requirements of this Agreement at all relevant times (provided, however, that Grantee, in the exercise of its reasonable judgment, may permit contractors and subcontractors to maintain coverages and limits lower than those required of Grantee, provided the coverages and limits required by Grantee are

[1] Note to Draft: Exhibit C remains subject to review and comment.

commercially reasonable in light of applicable circumstances). Any policy of liability insurance required to be maintained hereunder by Grantee may be maintained under a so-called "blanket policy" insuring other locations and/or other persons, so long as PG&E is specifically named as an additional insured under such policy and the coverages and amounts of insurance required to be provided hereunder are not thereby impaired or diminished. In addition, liability insurance coverages may be provided under single policies for the full limits, or by a combination of underlying policies with the balance provided by excess or umbrella liability insurance policies.

11. Mechanics' Liens. Grantee shall keep the Easement Area free and clear of all mechanics', material suppliers' or similar liens, or claims thereof, arising or alleged to arise in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by Grantee or at its request or for its benefit. If any mechanics' liens are placed on the Easement Area in connection with the activities or facilities of Grantee set forth in this Agreement, Grantee shall promptly cause such liens to be released and removed from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute.

12. Notice. Any notices hereunder shall be in writing and shall be personally delivered, or sent by email, first class mail, certified or registered, postage prepaid, or by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at the address or addresses listed below, or to such other address or addresses as such party may from time to time designate in writing. Notices shall be deemed received upon actual receipt or refusal of the notice by the party being sent the notice. Any communication hereunder shall be in writing and can be personally delivered as described above or by email transmission.

If to PG&E:

Pacific Gas and Electric Company
Attention: Land Agent
1850 Gateway Boulevard, 7th Floor
Concord, CA 94520
Email: _____

With a copy to:

If by registered or certified mail, return receipt requested:

Pacific Gas and Electric Company
Law Department
P.O. Box 7442
San Francisco, CA 94120
Attention: Director & Counsel, Contracts Section (Real Estate)
Email: _____

If by personal delivery or overnight courier:

Pacific Gas and Electric Company
Law Department
77 Beale Street, Mail Code B3OA
San Francisco, California 94120
Attention: Director & Counsel, Contracts Section (Real Estate)
Email: _____

If to Grantee:

GenOn Delta, LLC
1360 Post Oak Blvd., Suite 2000
Houston, TX 77056
Attention: General Counsel
Email: generalcounsel@genon.com

With a copy to:

Riemer Braunstein LLP
100 Cambridge St., 22nd Floor
Boston, MA 02114-2527
Email: drodman@riemerlaw.com

13. Governing Law. This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

14. Entire Agreement. This Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended except by a written agreement executed by both parties.

15. Binding Effect. This Agreement and the covenants and agreements contained herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective

heirs, successors and assigns (subject to the provisions of Section 18). No assignment or delegation by Grantee, whether by operation of law or otherwise, shall relieve Grantee of any of its duties, obligations or liabilities hereunder, in whole or in part. The covenants of PG&E hereunder shall run with the land.

16. Assignment; Successors and Assigns. This Agreement and the rights of Grantee hereunder are appurtenant to the Benefitted Property, and may not be separately assigned, transferred, conveyed or encumbered. Any purported assignment, transfer, conveyance or encumbrance violating the foregoing condition shall be void and of no effect. Notwithstanding the foregoing, this Agreement shall run with the land and be for the benefit of the current and any future owner(s) of the Benefitted Property. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. For the avoidance of doubt, "PG&E" shall include any future owner of the Property or any portion thereof, and "Grantee" shall include any future owner of the Benefitted Property or any portion thereof which is benefitted by the Easement Area.

17. Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees (of both in-house and outside counsel) and expenses related to such action, in addition to all other recovery or relief. A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. Attorneys' fees shall include, without limitation, fees incurred in discovery, contempt proceedings and bankruptcy litigation, and in any appellate proceeding. The non-prevailing party shall also pay the attorney's fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. The covenant in the preceding sentence is separate and several and shall survive the merger of this provision into any judgment on this Agreement. For purposes hereof, the reasonable fees of PG&E's in-house attorneys who perform services in connection with any such action shall be recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of San Francisco with approximately the same number of attorneys as are employed by PG&E's Law Department.

18. No Waiver. No waiver with respect to any provision of this Agreement shall be effective unless in writing and signed by the party against whom it is asserted. No waiver of any provision of this Agreement by a party shall be construed as a waiver of any subsequent breach or failure of the same term or condition, or as a waiver of any other provision of this Agreement.

19. No Offsets. Grantee acknowledges that PG&E is executing this Agreement in its capacity as the owner of the Easement Area, and not in its capacity as a public utility company or provider of electricity and natural gas. Notwithstanding anything to the contrary contained herein, no act or omission of Pacific Gas and Electric Company or its employees, agents or contractors as a provider of electricity and natural gas shall abrogate, diminish, or otherwise affect the respective rights, obligations and liabilities of PG&E and Grantee under this Agreement. Further, Grantee

covenants not to raise as a defense to its obligations under this Agreement, or assert as a counterclaim or cross-claim in any litigation or arbitration between PG&E and Grantee relating to this Agreement, any claim, loss, damage, cause of action, liability, cost or expense (including, but not limited to, attorneys' fees) arising from or in connection with Pacific Gas and Electric Company's provision of (or failure to provide) electricity and natural gas.

20. No Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of land or rights to the general public. The right of the public or any person to make any use whatsoever of the Easement Area(s) or any portion thereof, other than as expressly permitted herein (recognizing that access to the Benefitted Property via the Easement Area will be available to Grantee, Grantee's Representatives, and Grantee's tenants, licensees, and invitees), or as expressly allowed by a recorded map, agreement, deed or dedication, is by permission and is subject to the control of PG&E in its sole discretion.

21. No Third Party Beneficiary. This Agreement is solely for the benefit of the parties hereto and their respective successors and permitted assigns, and, except as expressly provided herein, does not confer any rights or remedies on any other person or entity.

22. Captions. The captions in this Agreement are for reference only and shall in no way define or interpret any provision hereof.

23. Time. Except as otherwise expressly provided herein, the parties agree that as to any obligation or action to be performed hereunder, time is of the essence.

24. Severability. If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the full extent permitted by law, provided the material provisions of this Agreement can be determined and effectuated.

25. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each Party may rely upon executed copies of this Agreement transmitted in a portable document format ("pdf") version by email and such copies shall be deemed to be the same force and effect as the original.

26. Other Documents. Each party agrees to sign any additional documents or permit applications which may be reasonably required to effectuate the purpose of this Agreement. Provided, however, that PG&E will not be required to take any action or execute any document that would result in any cost, expense or liability to PG&E.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation	GENON DELTA, LLC, a Delaware limited liability company
By: _____	By: _____
Name: _____	Name: Jonathan Sacks
Title: _____	Title: Vice President

Exhibits A, B, C and D attached

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 North Carolina)
County of Mecklenburg)

On 3-9-2023, before me, Thomas B. Rothrock (Insert name) Notary Public,

personally appeared Jonathan Sacks,

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 of Notary Public

(Seal)

THOMAS B ROTHROCK
My Comm. Expires
NOTARY PUBLIC
March 31, 2026
MECKLENBURG COUNTY, NC

CAPACITY CLAIMED BY SIGNER

[ ] Individual(s) signing for oneself/themselves

[X] Corporate Officer(s) of the above named corporation(s)

[ ] Trustee(s) of the above named Trust(s)

[ ] Partner(s) of the above named Partnership(s)

[ ] Attorney(s)-in-Fact of the above named Principal(s)

[ ] Other _____

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 _____)

On _____, before me, _____ Notary Public,
Insert name

personally appeared _____

_____,

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.

_____ (Seal)
Signature of Notary Public

CAPACITY CLAIMED BY SIGNER

[ ] Individual(s) signing for oneself/themselves

[ ] Corporate Officer(s) of the above named corporation(s)

[ ] Trustee(s) of the above named Trust(s)

[ ] Partner(s) of the above named Partnership(s)

[ ] Attorney(s)-in-Fact of the above named Principal(s)

[ ] Other _____

EXHIBIT A

PG&E PROPERTY

PARCEL "B" OF THAT CERTAIN LOT LINE ADJUSTMENT RECORDED IN DOCUMENT NUMBER 99-0097773-00 OF THE COUNTY RECORDER'S OFFICE OF CONTRA COSTA COUNTY, CALIFORNIA.

PORTION OF SECTION 16, TOWNSHIP 2 'NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS; ALL BEARINGS AND DISTANCES BEING ON CALIFORNIA ZONE 3 COORDINATE SYSTEM.

BEGINNING AT A POINT THAT BEARS NORTH 89° 03' 50" WEST 524.11 FEET AND NORTH 00 47' 10" EAST 756.60 FEET FROM THE SOUTHEAST CORNER OF PARCEL "A" AS SHOWN ON SAID LOT LINE ADJUSTMENT RECORDED IN DOCUMENT NUMBER 99-0097773-00, THENCE NORTH 89 06' 50' WEST 1213.84 FEET; THENCE NORTH 00 53' 10" EAST 24.94 FEET; THENCE NORTH 89 06' 50" WEST 446.07 FEET; THENCE NORTH 00 53' 10" EAST 226.17 FEET; THENCE NORTH 20 12' 00" WEST 215.78 FEET; THENCE NORTH 89 06' 50" WEST 37.13 FEET; THENCE NORTH 00 53' 10" EAST 59.70 FEET; THENCE NORTH 45 53' 10" EAST 14.62 FEET; THENCE SOUTH 89 06' 50" EAST 657.72 FEET; THENCE ALONG A TANGENT CURVE TO LEFT WITH A RADIUS OF 180.00 FEET A DISTANCE OF 153.38 FEET TO A POINT OF CUSP; THENCE SOUTH 89 06' 50" EAST 970.11 FEET; THENCE SOUTH 00 47' 10" 583.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 21.439 ACRES, MORE OR LESS

EXHIBIT B

EASEMENT AREA

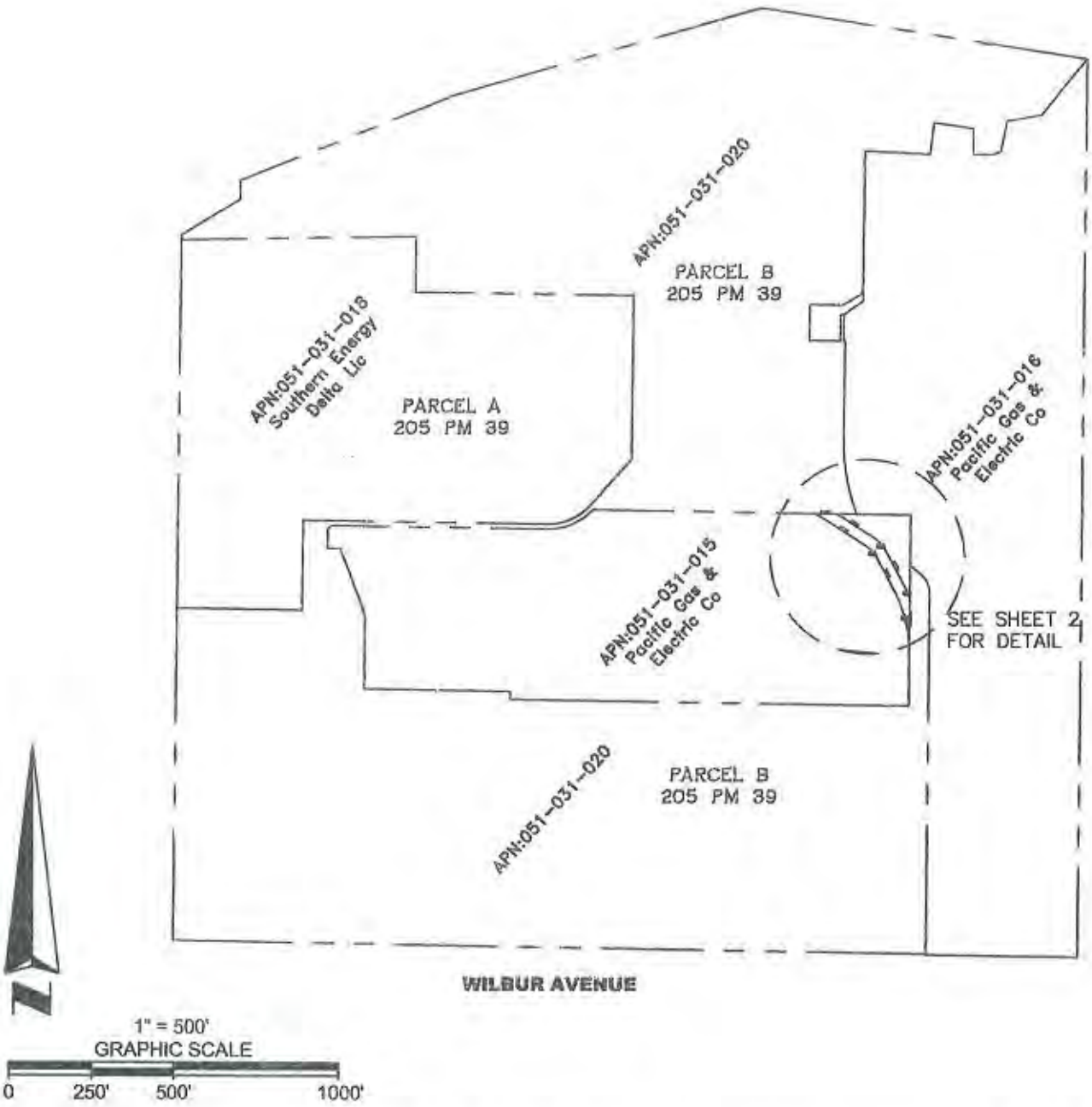
BEING A PORTION OF THE LAND DESCRIBED IN THE GRANT DEED TO PG&E RECORDED AS DOCUMENT NUMBER 2007-0178344 ON JUNE 20, 2007, OFFICIAL RECORDS OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A SOUTHEAST CORNER OF PARCEL B, AS SHOWN OF THE PARCEL MAP FILED FOR RECORD IN BOOK 205 OF PARCEL MAPS, AT PAGE 39, OFFICIAL RECORDS OF CONTRA COSTA COUNTY, THENCE, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL B, NORTH 89°06'50" WEST, A DISTANCE OF 60.76 FEET TO THE TRUE POINT OF BEGINNING; THENCE, CONTINUING ALONG LAST SAID COURSE, NORTH 89°06'50" WEST, A DISTANCE OF 64.04 FEET; THENCE SOUTH 57°02'38" EAST, A DISTANCE OF 185.74 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 81.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 29°29'47", AN ARC DISTANCE OF 41.70 FEET; THENCE, SOUTH 27°32'51" EAST, A DISTANCE OF 110.96 FEET, TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 430.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 23°48'13", AN ARC DISTANCE OF 178.64 FEET TO THE EASTERLY LINE OF SAID LANDS OF PG&E, SAID POINT ALSO BEING ON AN EASTERLY LINE OF SAID PARCEL B; THENCE ALONG SAID EASTERLY LINE, NORTH 00°47'10" EAST, A DISTANCE OF 143.65 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 464.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 68°16'43" WEST; THENCE, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 5°49'34", AN ARC DISTANCE OF 47.18 FEET; THENCE NORTH 27°32'51" WEST, A DISTANCE OF 110.96 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 115.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 29°29'47", AN ARC DISTANCE OF 59.20 FEET; THENCE, NORTH 57°02'38" WEST, A DISTANCE OF 131.48 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 14,209 SQ.FT.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION ARE TAKEN FROM THE PARCEL MAP FILED IN BOOK 205 AT PAGE 39, OFFICIAL RECORDS OF CONTRA COSTA COUNTY.

Public



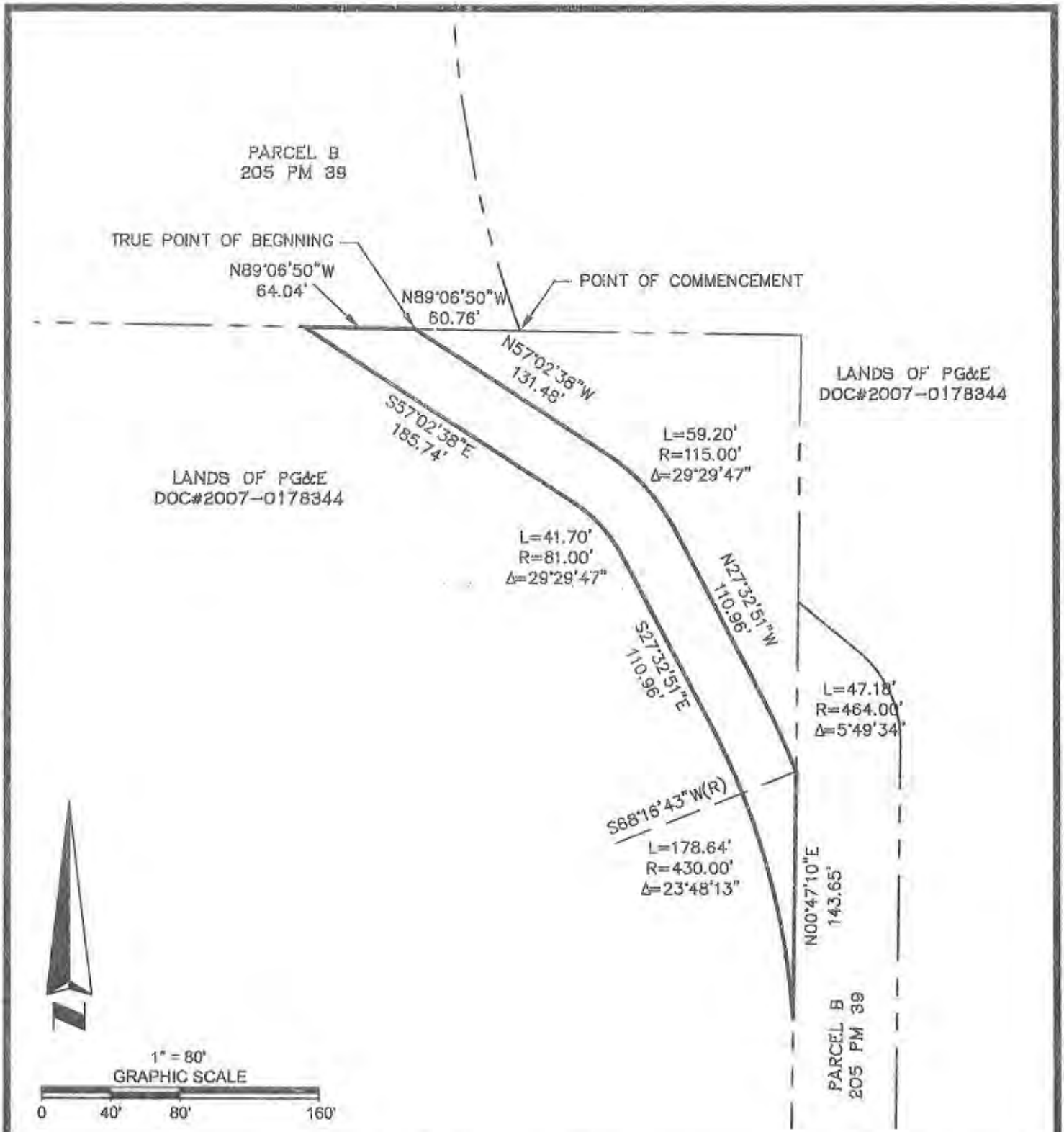
ACCESS EASEMENT

EXHIBIT B-1

3201 WILBUR AVE ANTIOCH CALIFORNIA

DATE: 8/31/2022
SCALE: 1"=500'
DRAWN BY MR
JOB NO. 10442-03

SLOOTEN CONSULTING, INC.
LAND SURVEYING
4600 NORTHGATE BLVD., SUITE 105
SACRAMENTO, CA 95834
SLOOTEN.COM
(916)641-7570
(FAX)641-7572
OFFICE@SLOOTEN.COM



ACCESS EASEMENT

EXHIBIT B-2

3201 WILBUR AVE ANTIOCH CALIFORNIA

DATE: 8/31/2022
SCALE: 1"=80'
DRAWN BY MR
JOB NO. 10442-03

SLOOTEN CONSULTING, INC.
LAND SURVEYING
4600 NORTHGATE BLVD., SUITE 105
SACRAMENTO, CA 95834
SLOOTEN.COM
(916)641-7570
(FAX)641-7572
OFFICE@SLOOTEN.COM

EXHIBIT C

INSURANCE REQUIREMENTS

Grantee shall procure, carry and maintain in effect throughout the term of this Agreement the following insurance coverage. Grantee is also responsible for its contractors and subcontractors maintaining sufficient limits of the appropriate insurance coverages.

A. Workers' Compensation and Employers' Liability

1. Workers' Compensation insurance indicating compliance with any and all applicable labor codes, acts, laws or statutes, state or federal.

2. Employer's Liability insurance shall not be less than $1,000,000 for injury or death, each accident.

B. Commercial General Liability

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability insurance "occurrence" form with no additional coverage alterations.

2. The limits shall not be less than Five Million Dollars ($5,000,000) per occurrence for bodily injury, property damage and products and completed operations. Defense costs are to be provided outside the policy limits.

3. Coverage shall include: a) an "Additional Insured" endorsement (ISO Additional Insured form CG 2010 11/85 or equivalent coverage) adding as additional insureds PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of work performed by or for Grantee. If the policy includes "blanket endorsement by contract," the following language added to the certificate of insurance will satisfy PG&E's requirement: "by blanket endorsement, PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of the work performed by or for the Grantee are included as additional insured"; and b) an endorsement or policy provision specifying that the Grantee's insurance is primary and that any insurance or self-insurance maintained by PG&E shall be excess and non-contributing.

C. Business Auto

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 "any auto."

2. The limit shall not be less than One Million Dollars ($1,000,000) each accident for bodily injury and property damage.

1. insured.

D. Additional Insurance Provisions

1. Upon the Effective Date of the Easement Agreement Grantee shall furnish PG&E with two (2) sets of certificates of insurance including required endorsements.

2. Documentation shall state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to PG&E.

3. The documents must be signed by a person authorized by that insurer to bind coverage on its behalf and submitted to:

   Pacific Gas and Electric Company
   1850 Gateway Blvd., 7th floor
   Concord, CA 94520
   Attn: Land Agent

4. Upon request, Grantee shall furnish PG&E evidence of insurance for its agents or contractors.

5. PG&E may inspect the original policies or require complete certified copies at any time.

EXHIBIT D

LEGAL DESCRIPTION OF BENEFITTED PROPERTY

A PORTION OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "B" OF MINOR SUBDIVISION 09-0011, AS RECORDED IN BOOK 205 OF PARCEL MAPS AT PAGE 39, CONTRA COSTA COUNTY RECORDS. SUBJECT TO ANY EASEMENTS OR ENCUMBRANCES DELINEATED ON SUCH PARCEL MAP AND LOCATED ON SUCH PARCEL. CONTAINS 86.65 ACRES.

Attach to LD: 2102-02-10089
Area, Region or Location: 2 (Mission)
Land Service Office: Concord RMC
Line of Business: Electric Transmission (42)
Business Doc Type: Easements
MTRSQ: 21.02.02.16.42, 21.02.02.16.13, 21.02.02.16.31, 21.02.02.16.24,
FERC License Number: N/A
PG&E Drawing Number: 13507023F
Plat No.: B1806
LD of Affected Documents: 2102-02-1710
LD of Cross Referenced Documents: N/A
Type of interest: Conveyances Out (11), Easements Granted over Fee Lands (11C)
SBE Parcel: 135-07-023F-6
% Being Quitclaimed: N/A
Order or PM: 42145568
JCN: N/A
County: Contra Costa
Utility Notice Number: N/A
851 Approval Application No:_____; Decision:_____
Prepared By: KJFC
Checked By: JQW3
Approved By:
Revised by:

Attachment 2

Grant Deed 1999-0103334

LD 2102-02-1710

Contra Costa Power Plant

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Stephen G. Gillis
Chief Financial Officer
Southern Energy California, L.L.C.
50 California Street, Suite 3220
San Francisco, CA 94111

103334

CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder

DOC - 99-0103334-00
Check Number
Friday, APR 16, 1999 11:29:57
SUR $10.00 MIC $1.00 MOD $49.00
REC $53.00 TCF $48.00
Ttl Pd $161.00 Nbr-0000505974
lrc/R9/1-49

GRANT DEED

The undersigned Grantor requests that the Documentary Transfer Tax not be made a part of the public records.

This **GRANT DEED** (this "**Deed**") is made this 15th day of April, 1999, by **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation, ("**PG&E**"), in favor of **SOUTHERN ENERGY DELTA, L.L.C.**, a Delaware limited liability company, ("**Grantee**").

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, PG&E hereby **GRANTS** unto Grantee, the following described real property (the "**Property**") which is located in Contra Costa County, California:

(APN #51-031-012 (portion))

The parcel of land described in Exhibit "A" attached hereto and made a part hereof.

PG&E further grants to Grantee the existing railroad tracks, together with a non-exclusive right and easement to construct, reconstruct, maintain and use the same for railroad purposes, within the parcel of land described as follows:

The parcel of land described as Easement Area Nine in "Exhibit G" attached hereto and made a part hereof.

PG&E reserves the right to cross said parcel with roads, underground gas transmission and distribution lines, both overhead and underground electric transmission and distribution facilities, and communication lines (including fiber optic lines).

Reserving to PG&E, a non-exclusive easement and right to construct, reconstruct, maintain and use a road for ingress to and egress from said Parcel B of the Lot Line Adjustment (the "**Switchyard Property**"), together with access to any of PG&E's property, easements and

facilities, whether located on the Switchyard Property or the Property or any real property adjacent thereto, and for ingress to and egress from all hereinafter described easement areas, lying within the strip of land described as follows:

A 60' strip of land narrowing to 40', the centerline of which is further described as Access Road 1 in "Exhibit B" attached hereto and made a part hereof. Construction, reconstruction, maintenance and repair of said road to maintain such road in a good condition shall be the responsibility of Grantee, the costs of which shall be borne solely by Grantee.

Reserving to PG&E its existing facilities (excluding those facilities that have been conveyed to Grantee pursuant to Section 2.1 of the Purchase and Sale Agreement) for the transformation, transmission and distribution of electric energy and for communication purposes (including fiber optic cable) and easements to reconstruct, replace, remove, maintain and use the same as PG&E shall at any time and from time to time deem necessary, together with easements to excavate for, construct, install, repair, reconstruct, replace, remove, maintain and use, at any time and from time to time, additional facilities for the transformation, transmission and distribution of electric energy and for communication purposes (including fiber optic cable), consisting of such devices and equipment with suitable concrete pads and adequate protection therefor necessary for transforming electric energy, one or more lines of underground wires and cables (enclosed at PG&E's option within conduits), and one or more lines of towers, poles and/or other structures, wires and cables, including both underground and overhead ground wires, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said towers, poles and/or other structures, wires and cables; and also for a right of way and easement, all to be on, along and in the easement areas described as follows:

The parcel of land described as Easement Area One in "Exhibit C" attached hereto and made a part hereof.

A strip of land described as Easement Area Two in "Exhibit C" attached hereto and made a part hereof.

A strip of land described as Easement Area Three in "Exhibit C" attached hereto and made a part hereof.

The strip of land described as Easement Area Four in "Exhibit C" attached hereto and made a part hereof.

Reserving to PG&E its existing pipe lines and appurtenant facilities for transmission and distribution of gas together with the right to replace (of the initial or any other size), maintain and use the same for the transmission and distribution of gas, and also the right to excavate for, install, replace (of the initial or any other size), maintain and use such additional pipe lines and appurtenant facilities, as PG&E shall from time to time elect for the transmission and distribution of gas, with proper valves and other appliances and fittings, and devices for controlling electrolysis for use in connection with said pipe lines and appurtenant facilities,

together with adequate protection therefor, and also a right of way and easement, within the easement areas described as follows:

The strip of land described as Easement Area Five in "Exhibit D" attached hereto and made a part hereof.

The strip of land described as Easement Area Six in "Exhibit D" attached hereto and made a part hereof.

Reserving to PG&E, its existing gas metering and regulating devices, pipelines and equipment, together with an easement and right of way for said metering and regulating devices, pipelines and equipment, and the right to construct, install, replace (of the initial or any other size), maintain and use such valves and other devices, pipelines and equipment as PG&E shall from time to time deem necessary for metering, regulating and discharging gas into the atmosphere within, to install concrete curbing on, to cover with bitumastic pavement and to enclose with a fence (within which fenceline Grantee shall have no right of entry), the hereinafter described easement area:

The parcel of land described as Easement Area Seven in "Exhibit E" attached hereto and made a part hereof.

Reserving to PG&E a non-exclusive easement and right for drainage, discharge, retention and/or percolation of storm water runoff from said Switchyard Property into the storm water system located on the land described in the Property, including the right to use existing trench drains, pipelines, inlets, leachfields, valves, oily water separators, and other fixtures and equipment deemed necessary to capture, transport and dispose of storm water runoff emanating on said Switchyard Property. Construction, reconstruction, maintenance and repair of said storm water system located on the land described in the Property to maintain such storm water system in good condition shall be the responsibility of Grantee, the costs of which shall be borne solely by Grantee.

Reserving to PG&E and assignees for communication purposes a non-exclusive easement and right to excavate for, install, construct, replace (of the initial or any other size), remove, maintain, and use such underground conduits, pipes, manholes, service boxes, wires, cables, and conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; and fixtures and appurtenances and also a right-of-way within the easement area described as follows:

The parcel of land described as Easement Area Eight in "Exhibit F" attached hereto and made a part hereof.

PG&E hereby reserves an easement to enter the Property, or any portion thereof, to do the following:

(a) undertake remediation work, including the installation and monitoring of groundwater and vadose zone monitoring, extraction and/or infiltration wells; the installation,

operation and maintenance of soil and/or groundwater treatment systems, including wells and other equipment needed for biosparging and/or air sparging; the implementation of soil excavation and treatment activities; the installation, maintenance and periodic replacement of an asphalt cap or other capping material; the containment of soil and groundwater with a physical barrier; the removal and replacement of underground or aboveground structures or utilities as part of a remediation work plan; or like activities;

(b) use groundwater and/or vadose zone monitoring wells and treatment systems located on the Property, or any portion thereof, in conducting remediation work;

(c) manage treated water from PG&E's current or future groundwater remediation treatment system located on the Property, or any portion thereof, in the same manner as Grantee manages its waste water, if and to the extent permitted under environmental laws;

(d) conduct temporary (less than 90 days) onsite waste storage for materials generated through remediation work; and

(e) undertake system demolition and well abandonment work when remediation system components are no longer needed.

Pursuant to certain terms and condition contained in the hereinafter referenced permits issued to PG&E by the Department of the Army, Corps of Engineers, PG&E is hereby referencing said terms and conditions contained therein and attaching copies of said permits for recording with this Grant Deed as Exhibits H-1, H-2, H-3, H-4, and H-5, such Exhibits H-1, H-2, H-3, H-4 and H-5 attached hereto and made a part hereof.

1. Department of the Army Permit dated July 26, 1949, attached hereto as Exhibit H-1;

2. Department of the Army Permit dated February 18, 1952, attached hereto as Exhibit H-2;

3. Department of the Army Permit dated August 4, 1953, attached hereto as Exhibit H-3;

4 Letter dated February 5, 1963 referencing SPKKO-N, attached hereto as Exhibit H-4;

5. Department of the Army Permit No. 3706 dated January 21, 1964, attached hereto as Exhibit H-5.

Further reserving to PG&E the easements and rights:

(a) of ingress to and egress from said easement areas over and across the Property by means of any and all existing and future roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantee and to use said roads, lanes, or routes to provide access to any of

PG&E's property, easements and facilities; construction, reconstruction, maintenance and repair of said roads and lanes to maintain such roads and lanes in a good condition shall bc the responsibility of Grantee, the costs of which shall be borne solely by Grantee;

(b) from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on said easement areas and the further right from time to time to trim and to cut down and clear away any trees on the Property adjacent to said easement areas which in the opinion of PG&E may be a hazard to any of PG&E's facilities by reason of the danger of falling thereon, or may interfere with the exercise of PG&E's rights reserved herein; provided, however, that all trees which PG&E is hereby authorized to cut and remove, if valuable for timber or wood, shall be the property of Grantee, but all tops, lops, brush and refuse wood shall bc burned or removed by PG&E;

(c) from time to time to enlarge, improve, reconstruct, relocate and replace PG&E's existing facilities and additional facilities with any other number, size, or type of transformers, poles, towers or other structures, or underground wires, cables and conduits, or pipelines, valves, fittings, metering and regulating devices, or other devices and equipment either in the original location or at any alternate location or locations within said easement areas;

(d) to install, maintain and use gates in all fences which now cross or shall hereafter cross said easement areas;

(e) to mark the location of said easement areas by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantee shall make of said easement areas; and

(f) to use such portion of the Property contiguous to said easement areas as may be reasonably necessary in connection with the installation, repair, reconstruction and replacement of PG&E's facilities.

Grantee shall have the right to use said easement areas for purposes which will not interfere with PG&E's full enjoyment of the rights hereby reserved; provided that:

(a) Grantee shall submit to PG&E, for approval, plans for any development, demolition, removal or use of said easement areas. Said plans shall be sent to: Pacific Gas and Electric Company, Attention: Land Agent, 1030 Detroit Avenue, Concord, CA 994518-2497, or such other address as PG&E shall designate in writing;

(b) Grantee shall not erect or construct any building or other structure, including but not limited to fences, sheds, tool houses or any storage facilities, or drill or operate any well, or construct any reservoir or other obstruction or diminish or substantially add to the ground level in said easement areas, without the written consent of PG&E; and

(c) Grantee shall not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, on said easement areas, or so near thereto as to constitute, in the opinion of PG&E, a hazard to any of PG&E's facilities.

PG&E hereby assigns to Grantee its right, title and interest, as set forth below, in the following document:

> All of the rights for a water line within a strip of land 10 feet in width, granted to PG&E in the deed from Fibreboard Corporation to PG&E dated August 17, 1984, and recorded September 18, 1984, in Book 11980, page 103, Official Records of Contra Costa County, subject to all conditions and restrictions regarding said easement rights contained in said deed dated August 17, 1984.

This grant is made subject to all existing contracts, leases, licenses, easements, and encumbrances, whether recorded or unrecorded, which may affect the Property and the word "grant" as used herein shall not be construed as a covenant against the existence of any thereof.

Except as may be set forth in that certain Purchase and Sale Agreement dated as of November 24, 1998, between PG&E and Grantee, this Grant Deed is made without any representation or warranty (express or implied) or recourse against PG&E.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the Property.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, PG&E has caused its duly authorized representative to execute this Grant Deed as of the date first above written.

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____
Leslie Everett
Vice President and Corporate Secretary

Accepted:

SOUTHERN ENERGY DELTA, L.L.C.,
a Delaware limited liability company

By: _____
Randall E. Harrison
President

103334

AREA 2 – DIABLO DIVISION
AUTH: 3000221
T2N, R2E, SEC 16
S1/2,
SE1/4 of NW1/4
SW4 OF NE4
REF/AFF 2102-02-0364, 0367, 0361,0357, 0359
PREPARED BY:

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

103334

On April 15, 1999, before me, Jeannine Pao, a Notary Public in and for said state, personally appeared LESLIE EVERETT, ~~personally known to me (~~or 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/~~its~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~its~~ signature~~(s)~~ on the instrument, the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said State

JEANNINE PAO
Commission # 1204557
Notary Public - California
Los Angeles County
My Comm. Expires Dec 12, 2002

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

On April 15, 1999, before me, Jeannine Pao, a Notary Public in and for said state, personally appeared RANDALL E. HARRISON, ~~personally known to me (~~or 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/its~~ authorized capacity~~(ies)~~, and that by his~~/her/its~~ signature~~(s)~~ on the instrument, the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said State

JEANNINE PAO
Commission # 1204557
Notary Public - California
Los Angeles County
My Comm. Expires Dec 12, 2002

(Contra Costa)
NB1:369896.6

04/15/99

EXHIBIT A

103334

PARCEL "A" OF THAT CERTAIN LOT LINE ADJUSTMENT RECORDED IN DOCUMENT NUMBER 99-0097773-00 OF THE COUNTY RECORDER'S OFFICE OF CONRTA COSTA COUNTY, CALIFORNIA.

PORTION OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS; ALL BEARINGS AND DISTANCES BEING ON CALIFORNIA ZONE 3 COORDINATE SYSTEM.

BEGINNING AT A DISK IN A CONCRETE BASE MARKED P.G.& E. PROPERTY CORNER, BEING AT A POINT THAT BEARS SOUTH 89° 04' 50" EAST 661.00 FEET AND NORTH 00° 47' 10" EAST 42.00 FEET FROM THE CORNER COMMON TO SECTIONS 16, 17, 20, AND 21 OF SAID TOWNSHIP, SAID POINT OF BEGINNING IS IN THE EASTERN BOUNDARY LINE OF PROPERTY DESCRIBED IN THE DECREE QUIETING TITLE, DATED JUNE 30, 1948, IN THE MATTER OF FIBREBOARD PRODUCTS, INC., A CORPORATION, VS. RALPH M. BEEDE, ET AL, CASE NO. 42707, SUPERIOR COURT, CONTRA COSTA COUNTY, CALIFORNIA, A CERTIFIED COPY THEREOF RECORDED JUNE 30, 1948, IN BOOK 1217 OF OFFICIAL RECORDS, PAGE 398, AND RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG SAID BOUNDARY LINE, NORTH 00° 47' 10" EAST 2159.13 FEET TO A POINT IN THE ORDINARY HIGHWATER MARK ALONG THE SOUTHERLY SIDE OF THE SAN JOAQUIN RIVER; THENCE ALONG SAID ORDINARY HIGHWATER MARK NORTH 58° 59' 10" EAST 208.03 FEET; THENCE NORTH 00° 55' 10" EAST 58.05 FEET TO A POINT IN THE ORDINARY LOW TIDE LINE; THENCE ALONG SAID LOW TIDE LINE THE FOLLOWING COURSES, NORTH 68° 13' 10" EAST 693.67 FEET, NORTH 74° 00' 10" EAST 981.16 FEET, AND SOUTH 81° 01' 50" EAST 1011.23 FEET TO POINT THAT BEARS NORTH 00° 50' 30" EAST 2739.03 FEET FROM A DISK IN A CONCRETE BASE THAT MARKS THE SOUTHEAST CORNER OF THE P. G. & E. PROPERTY; THENCE SOUTH 00° 50' 30" WEST 139.86 FEET TO A POINT ON THE ORDINARY HIGH WATER MARK; THENCE CONTINUING ALONG SAID LINE SOUTH 00° 50' 30" WEST 2599.17 FEET TO SAID DISK AT SAID SOUTHEAST CORNER, SAID POINT BEING ALSO IN THE NORTHERN RIGHT OF WAY OF WILBUR AVE.; THENCE ALONG SAID NORTHERN LINE OF WILBUR AVE. NORTH 89° 03' 50" WEST 779.45 FEET AND NORTH 89° 04' 50" WEST 1975.69 FEET TO THE POINT OF BEGINNING. CONTAINING 168.700 ACRES, MORE OR LESS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:
PARCEL "B"

BEGINNING AT A POINT THAT BEARS NORTH 89° 03' 50" WEST 524.11 FEET AND NORTH 00° 47' 10" EAST 756.60 FEET FROM THE SOUTHEAST CORNER OF PARCEL "A" ABOVE; THENCE NORTH 89° 06' 50" WEST 1213.84 FEET; THENCE NORTH 00° 53' 10" EAST 24.94 FEET; THENCE NORTH 89° 06' 50" WEST 446.07 FEET; THENCE NORTH 00° 53' 10" EAST 226.17 FEET; THENCE NORTH 20° 12' 00" WEST 215.78 FEET; THENCE NORTH 89° 06' 50" WEST 37.13 FEET; THENCE NORTH 00° 53' 10" EAST 59.70 FEET; THENCE NORTH 45° 53' 10" EAST 14.62 FEET; THENCE SOUTH 89° 06' 50" EAST 657.72 FEET; THENCE ALONG A TANGENT CURVE TO LEFT WITH A RADIUS OF 180.00 FEET A DISTANCE OF 153.38 FEET TO A POINT OF CUSP; THENCE SOUTH 89° 06' 50" EAST 970.11 FEET; THENCE SOUTH 00° 47' 10" WEST 583.96 FEET TO THE POINT OF BEGINNING.
CONTAINING 21.439 ACRES, MORE OR LESS.

Wiley J. Pierce, Jr., P.L.S. 3300
License Expires 6/30/2000

4-13-99
Date

LICENSED LAND SURVEYOR
WILEY J. PIERCE, JR.
Exp. 6-30-99
No. 3300
STATE OF CALIFORNIA

103334

EXHIBIT B

ACCESS ROAD 1

EASEMENT FOR INGRESS AND EGRESS

A 60 FOOT WIDE EASEMENT BEING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:
BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF WILBUR AVENUE, SAID POINT BEING NORTH 89° 03' 50" WEST 494.11 FEET FROM THE SOUTHEAST CORNER OF PARCEL "A" WHICH IS A DISK IN A CONCRETE BASE MARKED "P.G.& E. PROPERTY CORNER"; THENCE NORTH 00° 47' 10" EAST 1888.02 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 100.00 FEET, A DISTANCE OF 156.91 FEET, THROUGH A CENTRAL ANGLE OF 89° 54' 00"; THENCE NORTH 89° 06' 50" WEST 834.63 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 50.00 FEET, A DISTANCE OF 78.54 FEET, THROUGH A CENTRAL ANGLE OF 90° 00' 00"; THENCE SOUTH 00° 53' 10" WEST 478.74 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 150.00 FEET, A DISTANCE OF 235.62 FEET, THROUGH A CENTRAL ANGLE OF 90° 00' 00"; THENCE NORTH 89° 06' 50" WEST 670.15 FEET; THENCE SOUTH 45° 53' 10" WEST 39.47 FEET; THENCE SOUTH 00° 53' 10" WEST 72.12 FEET TO A POINT WHERE THE EASEMENT BECOMES 40 FOOT WIDE BEING 20 FEET ON EACH SIDE OF THE CONTINUATION OF THE DESCRIBED CENTERLINE AS FOLLOWS; THENCE SOUTH 00° 53' 10" WEST 48.95 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 250.00 FEET, A DISTANCE OF 138.61 FEET, THROUGH A CENTRAL ANGLE OF 31° 46' 00"; THENCE SOUTH 30° 52' 50" EAST 86.15 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 200.00 FEET, A DISTANCE OF 110.89 FEET, THROUGH A CENTRAL ANGLE OF 31° 46' 00"; THENCE SOUTH 00° 53' 10" WEST 241.23 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 86.00 FEET, A DISTANCE OF 68.27 FEET, THROUGH A CENTRAL ANGLE OF 45° 29' 00"; THENCE SOUTH 44° 35' 50" EAST 400.06 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 160.00 FEET, A DISTANCE OF 127.11 FEET, THROUGH A CENTRAL ANGLE OF 45° 31' 00"; THENCE SOUTH 00° 55' 10" WEST 151.87 FEET TO THE POINT OF TERMINUS, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF WILBUR AVENUE AND FROM WHICH THE SOUTHWEST CORNER OF PARCEL "A" (A DISK IN A CONCRETE BASE MARKED "P.G.& E. PROPERTY CORNER") BEARS NORTH 89° 04' 50" WEST 896.51 FEET.

Wiley J. Pierce 4-13-99

Wiley J. Pierce, Jr.
PLS 3300
Expires 6/30/2000

LICENSED LAND SURVEYOR
WILEY J. PIERCE, JR.
Exp. 6-30-2
No. 3300
STATE OF CALIFORNIA

103334

EXHIBIT C

EASEMENT AREA ONE

ELECTRIC TRANSMISSION AND DISTRIBUTION EASEMENT

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF WILBUR AVENUE THAT BEARS NORTH 89° 03' 50" WEST 524.10 FEET FROM THE SOUTHEAST CORNER OF PARCEL "A" WHICH IS A DISK IN A CONCRETE BASE MARKED "P.G.& E. PROPERTY CORNER"; THENCE NORTH 00° 47' 10" EAST 756.60 FEET TO THE SOUTHEAST CORNER OF PARCEL "B"; THENCE ALONG THE SOUTHERLY LINE OF PARCEL "B", NORTH 89° 06' 50" WEST 1213.84 FEET, NORTH 00° 53' 10" EAST 24.94 FEET AND NORTH 89° 06' 50" WEST 446.07 FEET TO THE SOUTHWEST CORNER OF PARCEL "B"; THENCE NORTH 89° 06' 50" WEST 12.00 FEET; THENCE SOUTH 00° 53' 10" W 172.83 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 66.00 FEET, A DISTANCE OF 52.39 FEET THROUGH A CENTRAL ANGLE OF 45° 29' 00"; THENCE SOUTH 44° 35' 50" EAST 254.43 FEET; THENCE SOUTH 00° 55' 10" WEST 382.34 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF WILBUR AVENUE; THENCE RUNNING ALONG THE NORTHERLY RIGHT OF WAY LINE OF WILBUR AVENUE, SOUTH 89° 04' 50" EAST 1216.95 FEET AND SOUTH 89° 03' 50" EAST 255.35 FEET TO THE POINT OF BEGINNING.

Wiley J. Pierce, Jr. 4-13-99

Wiley J. Pierce, Jr.
PLS 3300
Expires 6/30/2000

LICENSED LAND SURVEYOR
WILEY J. PIERCE, JR.
Exp. 6-30-2000
No. 3300
STATE OF CALIFORNIA

EXHIBIT C

103334

EASEMENT AREA TWO

ELECTRIC DISTRIBUTION EASEMENT

BEGINNING AT A POINT THAT BEARS NORTH 89° 03' 50" WEST 100.00 FEET AND NORTH 00° 50' 30" EAST 979.25 FEET FROM THE SOUTHEAST CORNER OF PARCEL "A" (A DISK IN A CONCRETE BASE MARKED P.G.& E. PROPERTY CORNER), THENCE SOUTH 89° 10' 00" WEST 365.20 FEET; THENCE NORTH 00° 47' 10" EAST 20.01 FEET; THENCE NORTH 89° 10' 00" EAST 365.22 FEET; THENCE SOUTH 00° 50' 30" WEST 20.01 FEET TO THE POINT OF BEGINNING.

Wiley J. Pierce Jr 4-13-99

Wiley J. Pierce, Jr.
PLS 3300
Expires 6/30/2000

EXHIBIT C

103334

EASEMENT AREA THREE

ELECTRIC DISTRIBUTION AND TRANSMISSION EASEMENT

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF WILBUR AVENUE THAT BEARS NORTH 89°03'50" WEST 464.11 FEET FROM THE SOUTHEAST CORNER OF PARCEL "A" (A DISK IN CONCRETE MARKED "P.G. & E. PROPERTY CORNER"); THENCE NORTH 89°03'50" WEST 60.00 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF WILBUR AVENUE; THENCE NORTH 00°47'10" EAST 756.60 FEET TO THE SOUTHEAST CORNER OF PARCEL "B"; THENCE NORTH 00°47'10" EAST 583.96 FEET TO THE NORTHEAST CORNER OF PARCEL "B"; THENCE SOUTH 89°12'50" EAST 60.00 FEET; THENCE SOUTH 00°47'10" WEST 1340.72 FEET TO THE POINT OF BEGINNING.

Wiley J Pierce Jr 4-13-99

Wiley J. Pierce, Jr.
PLS 3300
Expires 6/30/2000

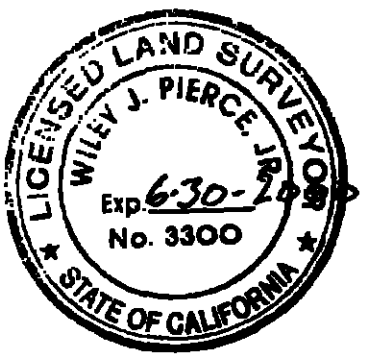


EXHIBIT C

103334

EASEMENT AREA FOUR

ELECTRIC TRANSMISSION AND DISTRIBUTION EASEMENT

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL "A" (A DISK IN A CONCRETE BASE MARKED P.G.& E. PROPERTY CORNER), THENCE NORTH 89°03'50" WEST 100.00 FEET ALONG THE NORTHERLY LINE OF WILBUR AVENUE; THENCE NORTH 00°50'30" EAST 2753.14 FEET TO A POINT ON THE NORTHERLY LINE OF PARCEL "A"; THENCE SOUTH 81°01'50" EAST 101.01 FEET TO THE NORTHEAST CORNER OF PARCEL "A"; THENCE SOUTH 00°50'30" WEST 2739.03 FEET ALONG THE EASTERLY LINE OF PARCEL "A" TO THE POINT OF BEGINNING.

Wiley J. Pierce Jr. 4-13-99

Wiley J. Pierce, Jr.

PLS 3300

Expires 6/30/2000

EXHIBIT D

103334

EASEMENT AREA FIVE

GAS TRANSMISSION AND DISTRIBUTION EASEMENT

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL "A" (A DISK IN A CONCRETE BASE MARKED P.G.& E. PROPERTY CORNER), THENCE NORTH 89°03'50" WEST 100.00 FEET ALONG THE NORTHERLY LINE OF WILBUR AVENUE; THENCE NORTH 00°50'30" EAST 2753.14 FEET TO A POINT ON THE NORTHERLY LINE OF PARCEL "A"; THENCE SOUTH 81°01'50" EAST 101.01 FEET TO THE NORTHEAST CORNER OF PARCEL "A"; THENCE SOUTH 00°50'30" WEST 2739.03 FEET ALONG THE EASTERLY LINE OF PARCEL "A" TO THE POINT OF BEGINNING.

Wiley J Pierce Jr. 4-13-99

Wiley J. Pierce, Jr.
PLS 3300
Expires 6/30/2000

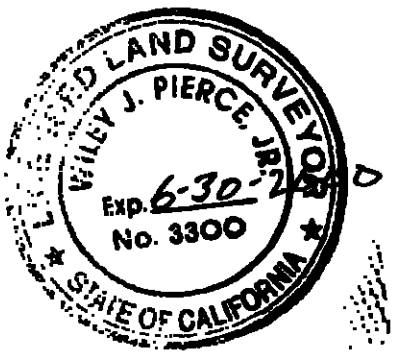


EXHIBIT D

EASEMENT AREA SIX

103334

EASEMENT FOR GAS TRANSMISSION

BEGINNING AT A POINT THAT BEARS NORTH 89° 03' 50" WEST 100.00 FEET AND NORTH 00° 50' 30" EAST 1969.87 FEET FROM THE SOUTHEAST CORNER OF PARCEL "A" (A DISK IN A CONCRETE BASE MARKED P.G.& E. PROPERTY CORNER), THENCE NORTH 89° 09' 30" WEST 244.06 FEET; THENCE NORTH 00° 50' 30" EAST 80.00 FEET; THENCE SOUTH 89° 09' 30" EAST 244.06 FEET; THENCE SOUTH 00° 50' 30" EAST 80.00 FEET TO THE POINT OF BEGINNING.

Wiley J. Pierce, Jr. 4-13-99

Wiley J. Pierce, Jr.
PLS 3300
Expires 6/30/2000

EXHIBIT E

EASEMENT AREA SEVEN

103334

EASEMENT FOR GAS TRANSMISSION AND GAS METER

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL "A" (A DISK IN A CONCRETE BASE MARKED P.G.& E. PROPERTY CORNER); THENCE NORTH 89° 03' 50" WEST 100.00 FEET; THENCE NORTH 00° 50' 30" EAST 1969.87 FEET; THENCE NORTH 89° 09' 30" WEST 244.06 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 89° 09' 30" WEST 120.30 FEET; THENCE NORTH 00° 50' 30" EAST 110.00 FEET; THENCE SOUTH 89° 09' 30" EAST 120.30 FEET; THENCE SOUTH 00° 50' 30" WEST 110.00 FEET TO THE POINT OF BEGINNING.

Wiley J. Pierce Jr. 4-13-99

Wiley J. Pierce, Jr.
PLS 3300
Expires 6/30/2000

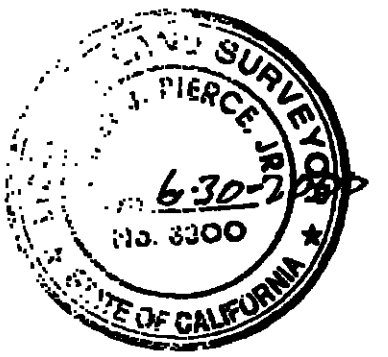


EXHIBIT F

EASEMENT AREA EIGHT

103334

COMMUNICATION LINE EASEMENT

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL "A" (A DISK IN A CONCRETE BASE MARKED "P.G.& E. PROPERTY CORNER") THENCE SOUTH 89° 04' 50" EAST 10.00 FEET; THENCE NORTH 00° 47' 10" EAST 1148.61 FEET ALONG A LINE PARALLEL AND 10 FEET EAST OF THE WEST LINE OF PARCEL "A"; THENCE NORTH 24° 23' 24" EAST 39.33 FEET; THENCE SOUTH 89° 12' 50" EAST 477.05 FEET TO A POINT ON THE WESTERLY LINE OF PARCEL "B"; THENCE NORTH 20° 12' 00" WEST 21.42 FEET ALONG THE WESTERLY LINE OF PARCEL "B"; THENCE NORTH 89° 12' 50" WEST 482.46 FEET; THENCE SOUTH 24° 23' 24" WEST 31.62 FEET TO A POINT ON THE WESTERLY LINE OF PARCEL "A"; THENCE SOUTH 00° 47' 10" WEST 1175.65 FEET ALONG THE WESTERLY LINE OF PARCEL "A" TO THE POINT OF BEGINNING.

Wiley J Pierce Jr. 4-13-99

Wiley J. Pierce, Jr.

PLS 3300

Expires 6/30/2000

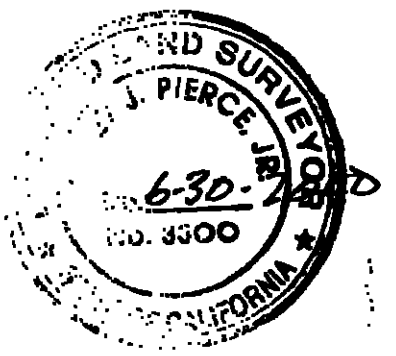


EXHIBIT G

EASEMENT AREA NINE

103334

RAILROAD EASEMENT

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL "B"; THENCE ALONG THE SOUTHERLY LINE OF PARCEL "B", NORTH 89° 06' 50" WEST 6.94 FEET TO A POINT 15 FEET WESTERLY OF CENTERLINE OF RAILROAD TRACKS; THENCE FOLLOWING ALONG A LINE THAT IS 15 FEET WESTERLY AND PARALLEL TO CENTERLINE OF RAILROAD TRACKS NORTH 00°54'22" EAST 81.82 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 591.61 FEET, A DISTANCE OF 599.50 FEET, THROUGH A CENTRAL ANGLE OF 58°03'37" TO A POINT OF CUSP ON THE NORTHERLY LINE OF PARCEL "B"; THENCE LEAVING SAID LINE THAT IS 15 FEET WESTERLY AND PARALLEL TO RAILROAD TRACKS AND FOLLOWING ALONG THE NORTHERLY LINE OF PARCEL "B" SOUTH 89°06'50" EAST 125.54 FEET TO A POINT OF A NON-TANGENT CURVE 15 FEET EASTERLY OF CENTERLINE OF RAILROAD TRACKS; THENCE FOLLOWING ALONG A LINE THAT IS 15 FEET EASTERLY AND PARALLEL TO CENTERLINE OF RAILROAD TRACKS ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 565.00 FEET, A DISTANCE OF 60.71 FEET, THROUGH A CENTRAL ANGLE OF 06°09'24" AND A LONG CHORD BEARING SOUTH 24°29'45" EAST A DISTANCE 60.68 FEET TO THE POINT OF TANGENT; THENCE SOUTH 27°34'27" EAST 171.62 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 621.61 FEET, A DISTANCE OF 137.19 FEET, THROUGH A CENTRAL ANGLE OF 12°38'41" AND A LONG CHORD BEARING SOUTH 21°15'06" EAST A DISTANCE OF 136.91 FEET TO A POINT ON THE EASTERLY LINE OF PARCEL "B"; THENCE LEAVING SAID LINE LINE THAT IS 15 FEET EASTERLY AND PARALLEL TO CENTERLINE OF RAILROAD TRACKS AND FOLLOWING ALONG THE EASTERLY LINE OF PARCEL "B" SOUTH 00°47'10" WEST 251.44 FEET TO THE POINT OF BEGINNING.

Wiley J. Pierce 4-13-99

Wiley J. Pierce, Jr.
PLS 3300
Expires 6/30/2000

EXHIBIT H

103334

Army Corps of Engineer Permits

1. Department of the Army Permit dated July 26, 1949, attached hereto as Exhibit H-1;

2. Department of the Army Permit dated February 18, 1952, attached hereto as Exhibit H-2;

3. Department of the Army Permit dated August 4, 1953, attached hereto as Exhibit H-3;

4 Letter dated February 5, 1963 referencing SPKKO-N, attached hereto as Exhibit H-4;

5. Department of the Army Permit No. 3706 dated January 21, 1964, attached hereto as Exhibit H-5.

157-465

2102-02-0621

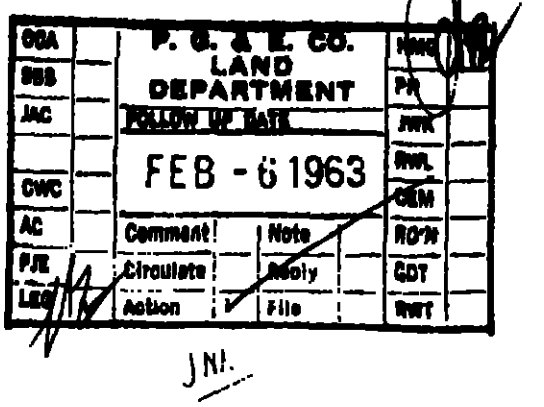
103334

U.S. ARMY ENGINEER DISTRICT, SACRAMENTO
CORPS OF ENGINEERS
FEDERAL & COURTS BLDG., 650 CAPITOL AVE.
P.O. BOX 1739, SACRAMENTO 8, CALIFORNIA

ADDRESS REPLY TO
DISTRICT ENGINEER

REFER TO SPKKO-N

5 February 1963



JNI.

Pacific Gas and Electric Company
245 Market Street
San Francisco 6, California

ATTN: Mr. H. M. Gustafson
Land Department

Gentlemen:

In accordance with your written request of 29 January 1963, you are hereby authorized by the Secretary of the Army to construct an intake structure and to dredge in the San Joaquin River, approximately three miles east of Antioch, Contra Costa County, California.

Number 3607 has been assigned to this instrument. It should be understood that this instrument does not give any property rights either in real estate or material, or any exclusive privileges and that it does not authorize any injury to private property or invasion of private rights, or any infringement of Federal, State or local laws or regulations. It merely expresses the assent of the Federal Government insofar as concerns the public rights of navigation. (See Cummings vs Chicago, 188 U.S., 410).

In the event that the work herein authorized is not completed on or before the 31st day of December 1966, this permission if not previously revoked or specifically extended, shall cease and be null and void.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

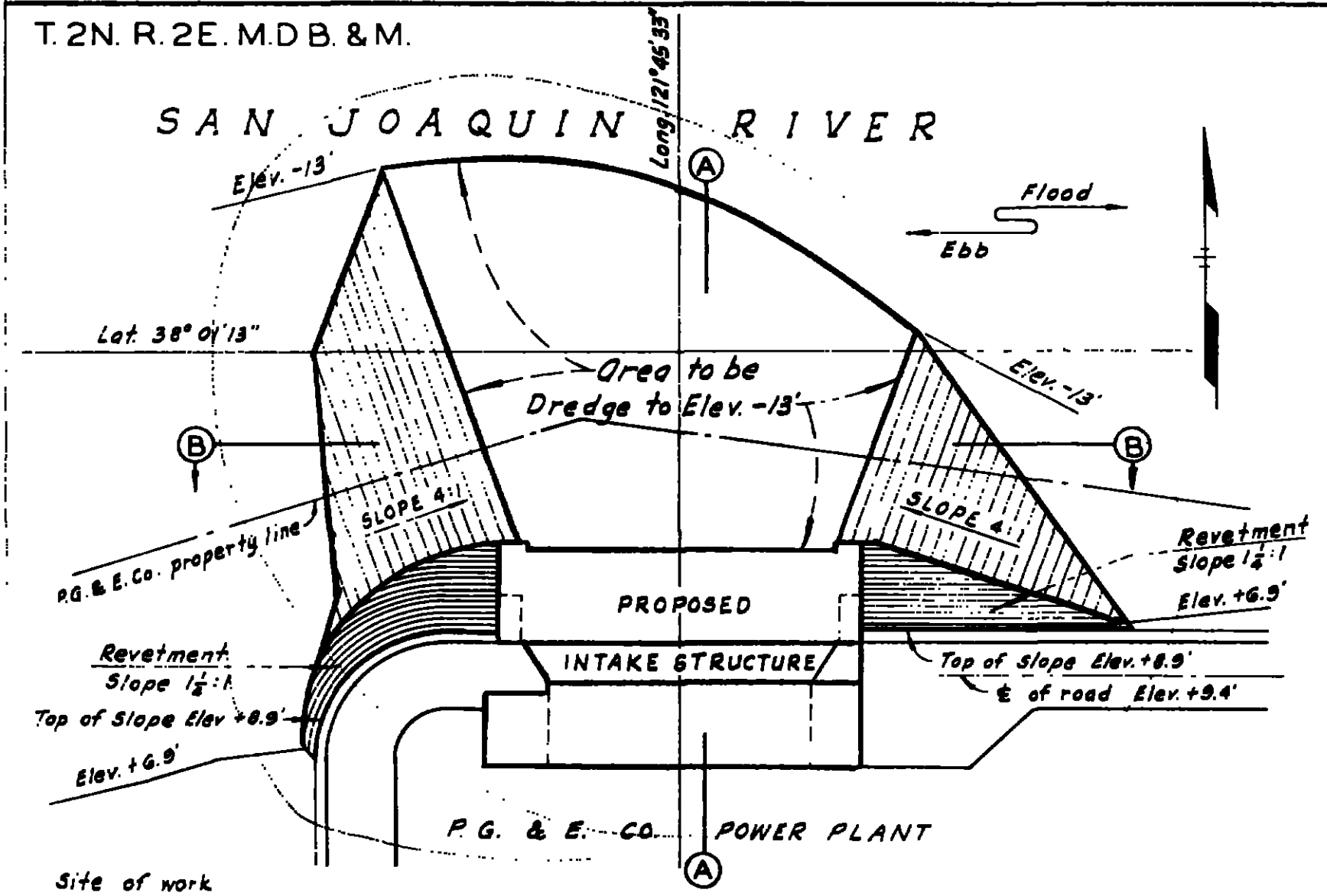
Sincerely yours,

H. N. TURNER
Colonel, CE
District Engineer

1 Incl
(dwg in 2 shts)

103334

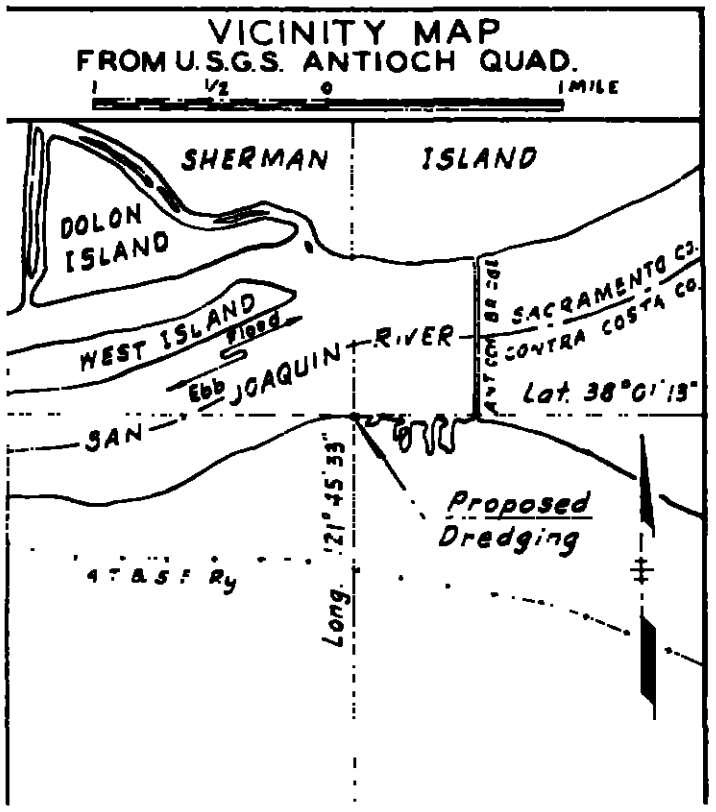
T. 2N. R. 2E. M.D B. & M.



Site of work
not within corporate limits
of any municipality

No pierhead or bulkhead
lines established

PLAN



PROPOSED DREDGING and intake structure IN SAN JOAQUIN RIVER 3 MILES EAST OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

APPLICATION BY
PACIFIC GAS AND ELECTRIC CO.

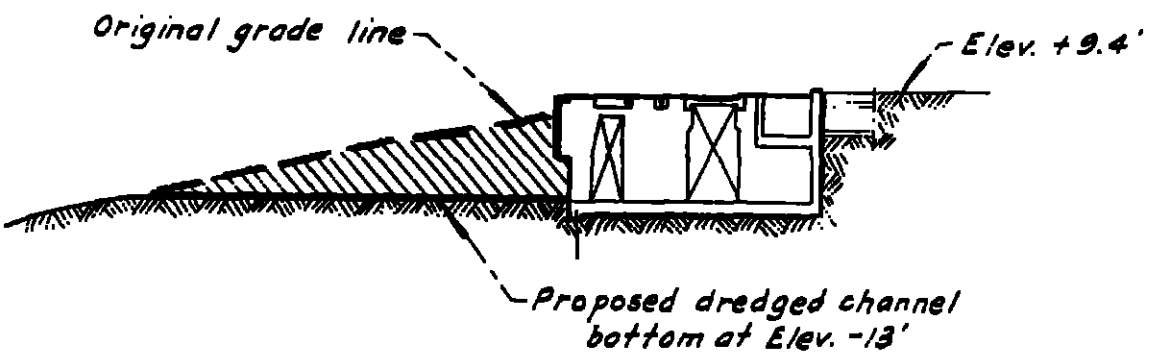
U. S. E. D. DATUM

SCALE 1" = 50'

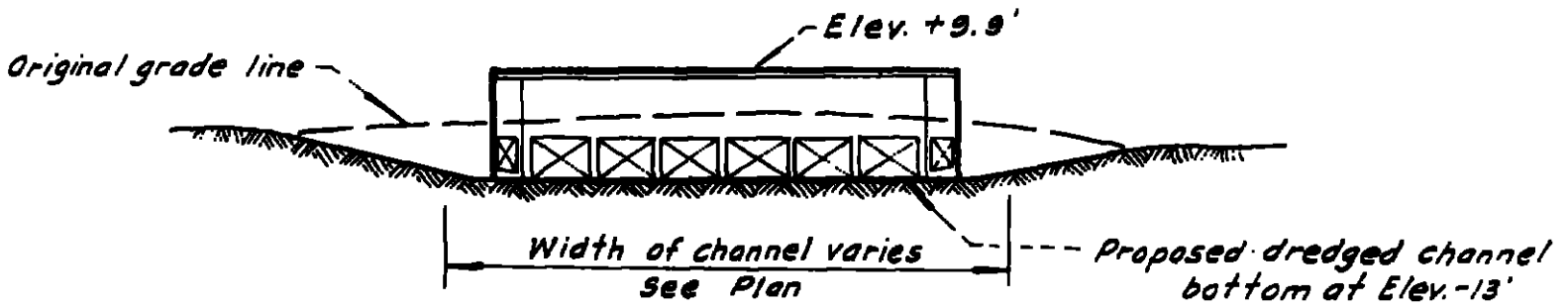
50' 0 50'

SHEET 1 OF 2 SHEETS
JANUARY 31, 1963

103334



SECTION A-A



SECTION B-B

Flow through intake = 690 c.f.p.s.

Maximum velocity through intake = 0.7 F.P.S. (M.L.L.W.)

Datum: C of E
Approx. 10,000 cu. yds to be dredged and placed ashore on P. G. & E. property.

PROPOSED DREDGING and intake structure IN SAN JOAQUIN RIVER 3 MILES EAST OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

APPLICATION BY
PACIFIC GAS AND ELECTRIC CO.
U.S.E.D. DATUM

SCALE: 1"=50'
50' 0 50'

SHEET 2 OF 2 SHEETS
JANUARY 31, 1963

10-7234

DEPARTMENT OF THE ARMY

303-10"A"

Was 1[illegible]39C

NOTE.—It is to be understood that this instrument does not give any property rights either in real estate or material, or any exclusive privileges; and that it does not authorize any injury to private property or invasion of private rights, or any infringement of Federal, State, or local laws or regulations, nor does it obviate the necessity of obtaining *State assent* to the work authorized. IT MERELY EXPRESSES THE ASSENT OF THE FEDERAL GOVERNMENT SO FAR AS CONCERNS THE PUBLIC RIGHTS OF NAVIGATION. (See *Cummings* v. *Chicago*, 188 U. S., 410.)

16—13168-2

PERMIT

Office, Division Engineer
South Pacific Division
Corps of Engineers.
Oakland 14, California
26 July, 19 49.

10-3334

Pacific Gas and Electric Company
245 Market Street
San Francisco, California

2102-02-0714

Gentlemen:

Referring to written request dated 8 June 1949,

I have to inform you that, upon the recommendation of the Chief of Engineers, and under the provisions of Section 10 of the Act of Congress approved March 3, 1899, entitled "An act making appropriations for the construction, repair, and preservation of certain public works on rivers and harbors, and for other purposes," you are hereby authorized by the Secretary of the Army.

to construct bank revetment,
(Here describe the proposed structure or work.)

on south bank of San Joaquin River,
(Here to be named the river, harbor, or waterway concerned.)

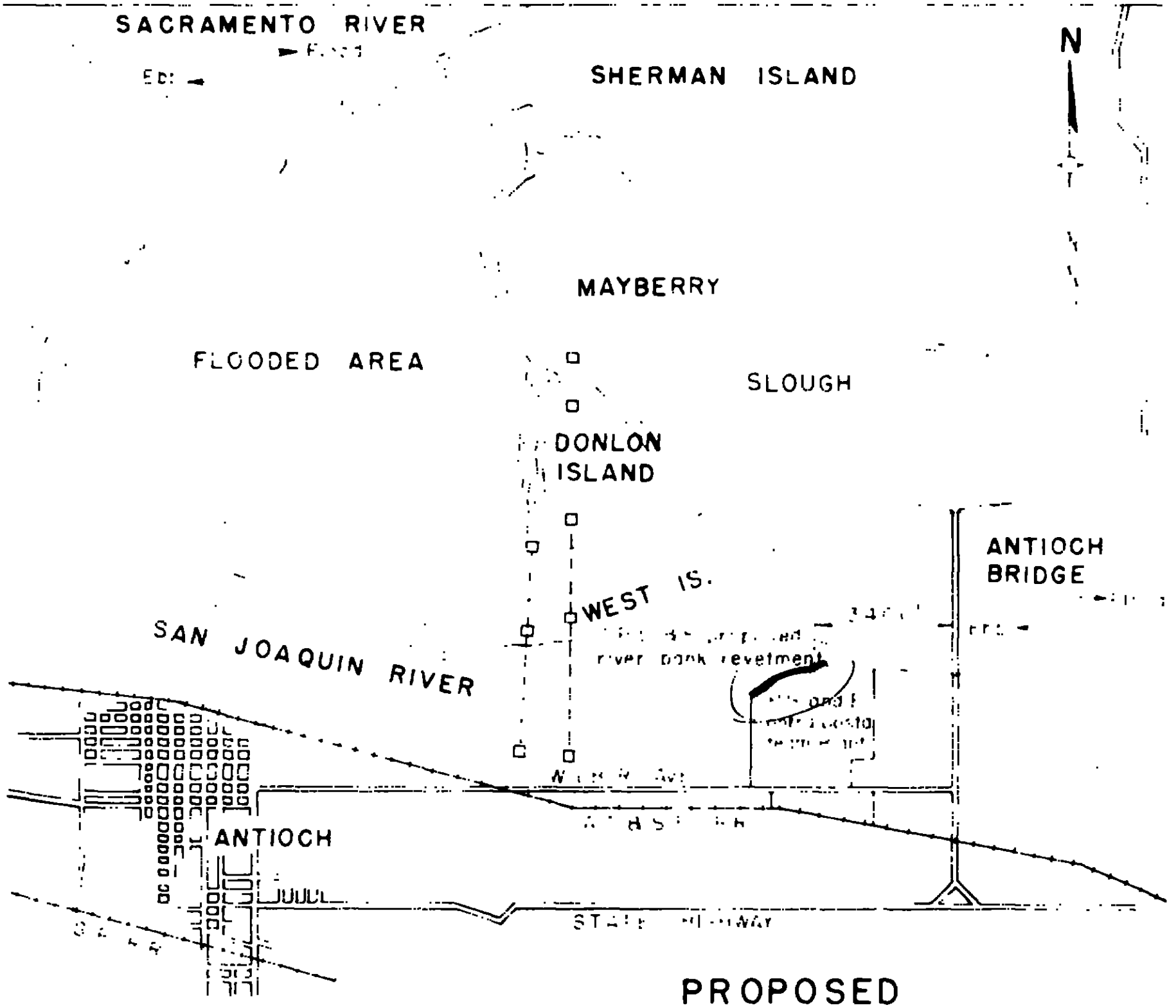
at approximately 2.5 miles east of Antioch, California,
(Here to be named the nearest well-known locality—preferably a town or city—and the distance in miles and tenths from some definite point in the same, stating whether above or below or giving direction by points of compass.)

in accordance with the plans shown on the drawing attached hereto marked: "Proposed
(Or drawings; give file number or other definite identification marks.)
River Bank Revetment on San Joaquin River 2½ Miles East of Antioch, Contra Costa County, Calif. - Application by Pacific Gas and Electric Company, June 8, 1949,"

subject to the following conditions:

21246-21252

103334



VICINITY MAP

PROPOSED
RIVER BANK REVETMENT
ON
SAN JOAQUIN RIVER
2½ MILES EAST OF ANTIOCH
CONTRA COSTA COUNTY, CALIF.

APPLICATION BY

PACIFIC GAS AND ELECTRIC COMPANY

SCALE AS SHOWN

U S E D. DATUM

JUNE 8, 1949

SHEET 1 of 2

103334

N

SAN JOAQUIN RIVER

Flood

Ebb

NOTE:

NO BULKHEAD OR PIERHEAD LINES ESTABLISHED

SOUNDINGS ARE IN FEET AND REFER TO MLLW = 1.3' U.S.E.D. DATUM

473'

668'

INTAKE STRUCTURE

SHORELINE

231'

283'

PROPERTY LINE

SCREEN STRUCTURE

RIVER BANK REVETMENT

℄ DISCHARGE TUNNEL

EL.+10.6

EL.+1.1

EL.-3.4

EL.-5.5

EL.+1.3

EL.+10.6

158'

200'

℄ INTAKE TUNNEL

PROPERTY LINE

EL.+10.6

MHHW EL.+5.1

MLLW EL.+1.3

2:1

7.5'

EL.+1.1

TYPICAL SECTION THRU CHANNEL
(NOT TO SCALE)

Scale 1" = 300'

0 4

EL.+10.6

MHHW EL.+5.1

1:1

EL.+1.3

TYPICAL SECTION THRU REVETMENT
(NOT TO SCALE)

PROPOSED RIVER BANK REVETMENT ON SAN JOAQUIN RIVER 2 ½ MILES EAST OF ANTIOCH CONTRA COSTA COUNTY, CALIF.

APPLICATION BY

PACIFIC GAS AND ELECTRIC COMPANY

SCALE AS SHOWN

U.S.E.D. DATUM JUNE 8, 1949

SHEET 2 of 2

(*a*) That the work shall be subject to the supervision and approval of the District Engineer, Corps of Engineers, in charge of the locality, who may temporarily suspend the work at any time, if in his judgment the interests of navigation so require.

(*b*) That any material dredged in the prosecution of the work herein authorized shall be removed evenly and no large refuse piles, ridges across the bed of the waterway, or deep holes that may have a tendency to cause injury to navigable channels or to the banks of the waterway shall be left. If any pipe, wire, or cable hereby authorized is laid in a trench, the formation of permanent ridges across the bed of the waterway shall be avoided and the back filling shall be so done as not to increase the cost of future dredging for navigation. Any material to be deposited or dumped under this authorization, either in the waterway or on shore above high-water mark, shall be deposited or dumped at the locality shown on the drawing hereto attached, and, if so prescribed thereon, within or behind a good and substantial bulkhead or bulkheads, such as will prevent escape of the material in the waterway. If the material is to be deposited in the harbor of New York, or in its adjacent or tributary waters, or in Long Island Sound, a permit therefor must be previously obtained from the Supervisor of New York Harbor, Whitehall Building, New York City.

(*c*) That there shall be no unreasonable interference with navigation by the work herein authorized.

(*d*) That if inspections or any other operations by the United States are necessary in the interest of navigation, all expenses connected therewith shall be borne by the permittee.

(*e*) That no attempt shall be made by the permittee or the owner to forbid the full and free use by the public of all navigable waters at or adjacent to the work or structure.

(*f*) That if future operations by the United States require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army, it shall cause unreasonable obstruction to the free navigation of said water, the owner will be required upon due notice from the Secretary of the Army, to remove or alter the structural work or obstructions caused thereby without expense to the United States, so as to render navigation reasonably free, easy, and unobstructed; and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners shall, without expense to the United States, and to such extent and in such time and manner as the Secretary of the Army may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable capacity of the watercourse. No claim shall be made against the United States on account of any such removal or alteration.

(*g*) That the United States shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the Government for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

(*h*) That if the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the U. S. Coast Guard, shall be installed and maintained by and at the expense of the owner.

(*i*) That the permittee shall notify the said district engineer at what time the work will be commenced, and as far in advance of the time of commencement as the said district engineer may specify, and shall also notify him promptly, in writing, of the commencement of work, suspension of work, if for a period of more than one week, resumption of work, and its completion.

(*j*) That if the structure or work herein authorized is not completed on or before - - the 31st - - day of ..... December ....., 19 52, this permit, if not previously revoked or specifically extended, shall cease and be null and void.

By authority of the Secretary of the Army:

DWIGHT F. JOHNS
Colonel, CE
Division Engineer

DEPARTMENT OF THE ARMY
O. C. of E.
Form No. 96
Revised 1 Apr 48

U. S. GOVERNMENT PRINTING OFFICE 16—13168-2

103334

DEPARTMENT OF THE ARMY

157- 303-10 B

NOTE.—It is to be understood that this instrument does not give any property rights either in real estate or material, or any exclusive privileges; and that it does not authorize any injury to private property or invasion of private rights, or any infringement of Federal, State, or local laws or regulations, nor does it obviate the necessity of obtaining *State assent* to the work authorized. IT MERELY EXPRESSES THE ASSENT OF THE FEDERAL GOVERNMENT SO FAR AS CONCERNS THE PUBLIC RIGHTS OF NAVIGATION. (See *Cummings* v. *Chicago*, 188 U. S., 410.) 16—13168-2

PERMIT

Sacramento District
U. S. Army, Corps of Engineers.
Wright Bldg., Sacramento, Calif.
4 August, 1953.

2102-02-0715

Pacific Gas and Electric Company
245 Market Street
San Francisco, California

Gentlemen:

Referring to written request dated 4 March 1953 and 28 July 1953,

I have to inform you that, upon the recommendation of the Chief of Engineers, and under the provisions of Section 10 of the Act of Congress approved March 3, 1899, entitled "An act making appropriations for the construction, repair, and preservation of certain public works on rivers and harbors, and for other purposes," you are hereby authorized by the Secretary of the Army.

to construct a fender for an existing water intake structure,
(Here describe the proposed structure or work.)

in the San Joaquin River,
(Here to be named the river, harbor, or waterway concerned.)

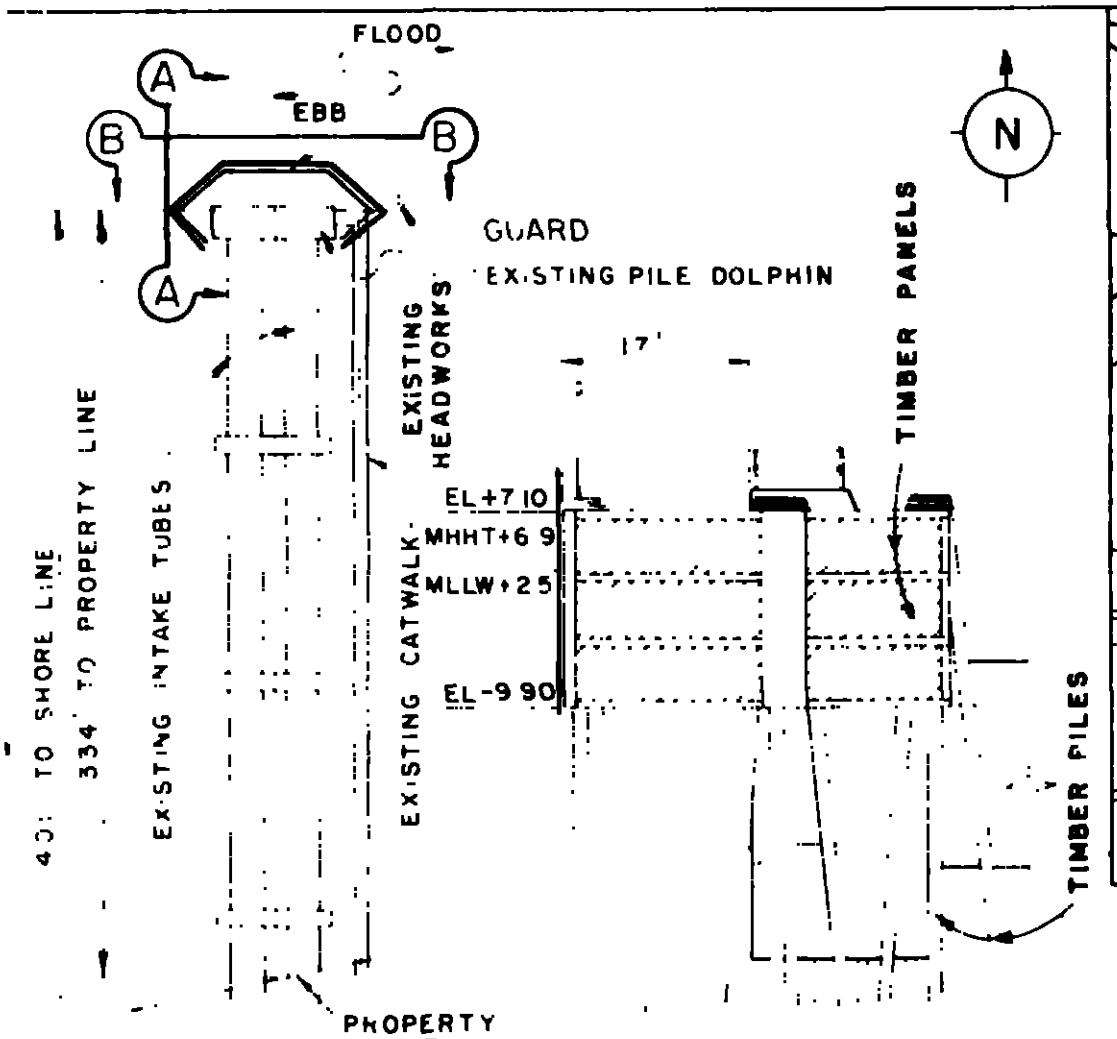
at approximately 2.5 miles east of Antioch, California,
(Here to be named the nearest well-known locality—preferably a town or city—and the distance in miles and tenths from some definite point in the same, stating whether above or below or giving direction by points of compass.)

in accordance with the plans shown on the drawing attached hereto marked:
(Or drawings; give file number or other definite identification marks.)

"Proposed Guard for Water Intake Structure into San Joaquin River 2½ miles east of Antioch, Contra Costa County, California,"

subject to the following conditions:

103334

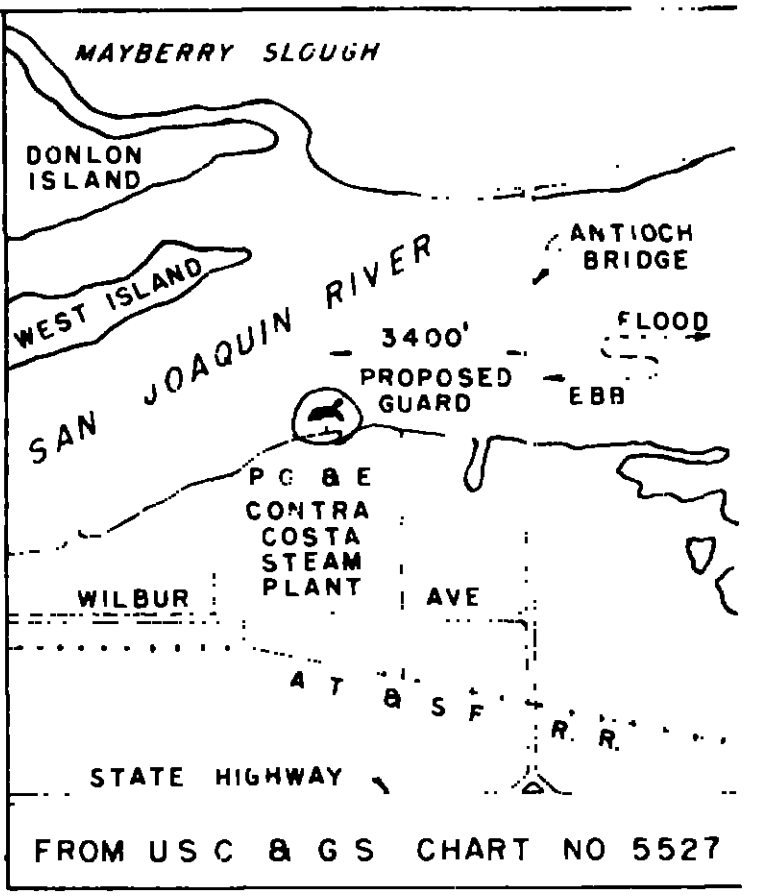


PLAN

SCALL OF FEET

100 60 20 0 100

80 40



FROM U S C & G S CHART NO 5527

VICINITY MAP

SCALE OF FEET

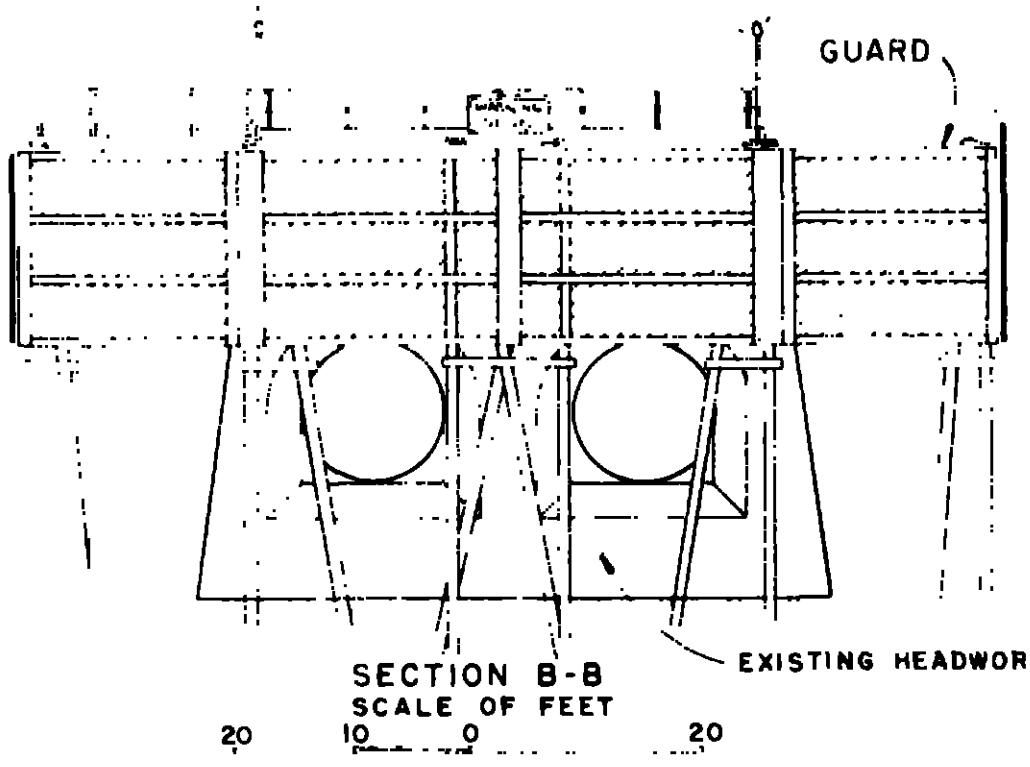
4000 2000 0 4000

3000 1000

SECTION A-A

SCALE OF FEET

20 15 10 5 0 20



SECTION B-B

SCALE OF FEET

20 10 0 20

NOTES -

1 SITE OF WORK NOT WITHIN CORPORATE LIMITS OF ANY MUNICIPALITY

2 NO PIERHEAD OR BULKHEAD LINE ESTABLISHED.

PROPOSED GUARD FOR WATER INTAKE STRUCTURE INTO SAN JOAQUIN RIVER 2½ MILES EAST OF ANTIOCH CONTRA COSTA COUNTY, CALIF

APPLICATION BY
PACIFIC GAS & ELECTRIC COMPANY

SCALES AS SHOWN

U S E D DATUM JULY 3, 1953

SHEET 1 OF 1

(*a*) That the work shall be subject to the supervision and approval of the District Engineer, Corps of Engineers, in charge of the locality, who may temporarily suspend the work at any time, if in his judgment the interests of navigation so require.

(*b*) That any material dredged in the prosecution of the work herein authorized shall be removed evenly and no large refuse piles, ridges across the bed of the waterway, or deep holes that may have a tendency to cause injury to navigable channels or to the banks of the waterway shall be left. If any pipe, wire, or cable hereby authorized is laid in a trench, the formation of permanent ridges across the bed of the waterway shall be avoided and the back filling shall be so done as not to increase the cost of future dredging for navigation. Any material to be deposited or dumped under this authorization, either in the waterway or on shore above high-water mark, shall be deposited or dumped at the locality shown on the drawing hereto attached, and, if so prescribed thereon, within or behind a good and substantial bulkhead or bulkheads, such as will prevent escape of the material in the waterway. If the material is to be deposited in the harbor of New York, or in its adjacent or tributary waters, or in Long Island Sound, a permit therefor must be previously obtained from the Supervisor of New York Harbor, Whitehall Building, New York City.

(*c*) That there shall be no unreasonable interference with navigation by the work herein authorized.

(*d*) That if inspections or any other operations by the United States are necessary in the interest of navigation, all expenses connected therewith shall be borne by the permittee.

(*e*) That no attempt shall be made by the permittee or the owner to forbid the full and free use by the public of all navigable waters at or adjacent to the work or structure.

(*f*) That if future operations by the United States require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army, it shall cause unreasonable obstruction to the free navigation of said water, the owner will be required upon due notice from the Secretary of the Army, to remove or alter the structural work or obstructions caused thereby without expense to the United States, so as to render navigation reasonably free, easy, and unobstructed; and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners shall, without expense to the United States, and to such extent and in such time and manner as the Secretary of the Army may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable capacity of the watercourse. No claim shall be made against the United States on account of any such removal or alteration.

(*g*) That the United States shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the Government for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

(*h*) That if the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the U. S. Coast Guard, shall be installed and maintained by and at the expense of the owner.

(*i*) That the permittee shall notify the said district engineer at what time the work will be commenced, and as far in advance of the time of commencement as the said district engineer may specify, and shall also notify him promptly, in writing, of the commencement of work, suspension of work, if for a period of more than one week, resumption of work, and its completion.

(*j*) That if the structure or work herein authorized is not completed on or before the 31st day of December, 1956, this permit, if not previously revoked or specifically extended, shall cease and be null and void.

By authority of the Secretary of the Army:

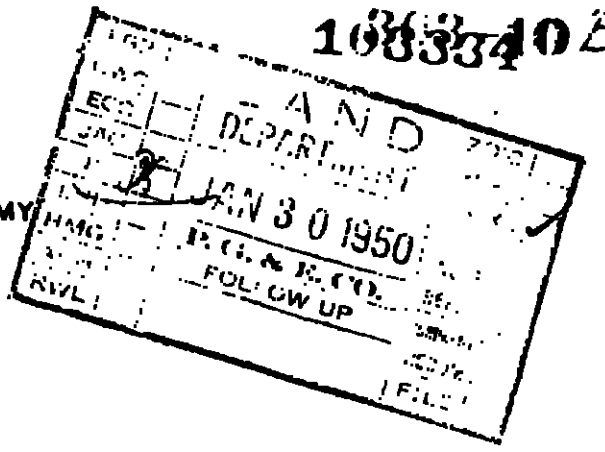
WM. J. ELY
Colonel, Corps of Engineers
District Engineer

ENG FORM 1 SEP 48 1721 (Civil) This form supersedes ED Form 96, dated 1 Apr 48, which may be used until exhausted.

U. S. GOVERNMENT PRINTING OFFICE 16—12165-8

103334

103334 B



CORPS OF ENGINEERS, U. S. ARMY
OFFICE OF THE DISTRICT ENGINEER
SACRAMENTO DISTRICT
WRIGHT BLDG., 1209-8TH ST.
SACRAMENTO, CALIFORNIA

ADDRESS REPLY TO:
DISTRICT ENGINEER
SACRAMENTO DISTRICT
CORPS OF ENGINEERS, U.S.ARMY
P. O. BOX 1739
SACRAMENTO 8, CALIFORNIA

REFER TO FILE NO. PSKKB-A 800.6(S.J. Riv. Pipe Line Intake, P.G. & E.)

JAN 2[illegible] 1950

Pacific Gas and Electric Company
245 Market Street
San Francisco 6, California

ATTENTION: Mr. B.K. Dunshee, Manager Land Department

Gentlemen:

In accordance with your written request dated 16 December 1949, the revised plans hereto attached are approved to supersede the plans for the works authorized by the Secretary of the Army, in letter dated 1 July 1949, from the Division Engineer at Oakland, California, to construct water intake structure, fender system and dolphins in the San Joaquin River, approximately 2.5 miles east of Antioch, California.

The conditions to which the work is made subject remain in full force and effect.

By authority of the Secretary of the Army:

Sincerely yours,

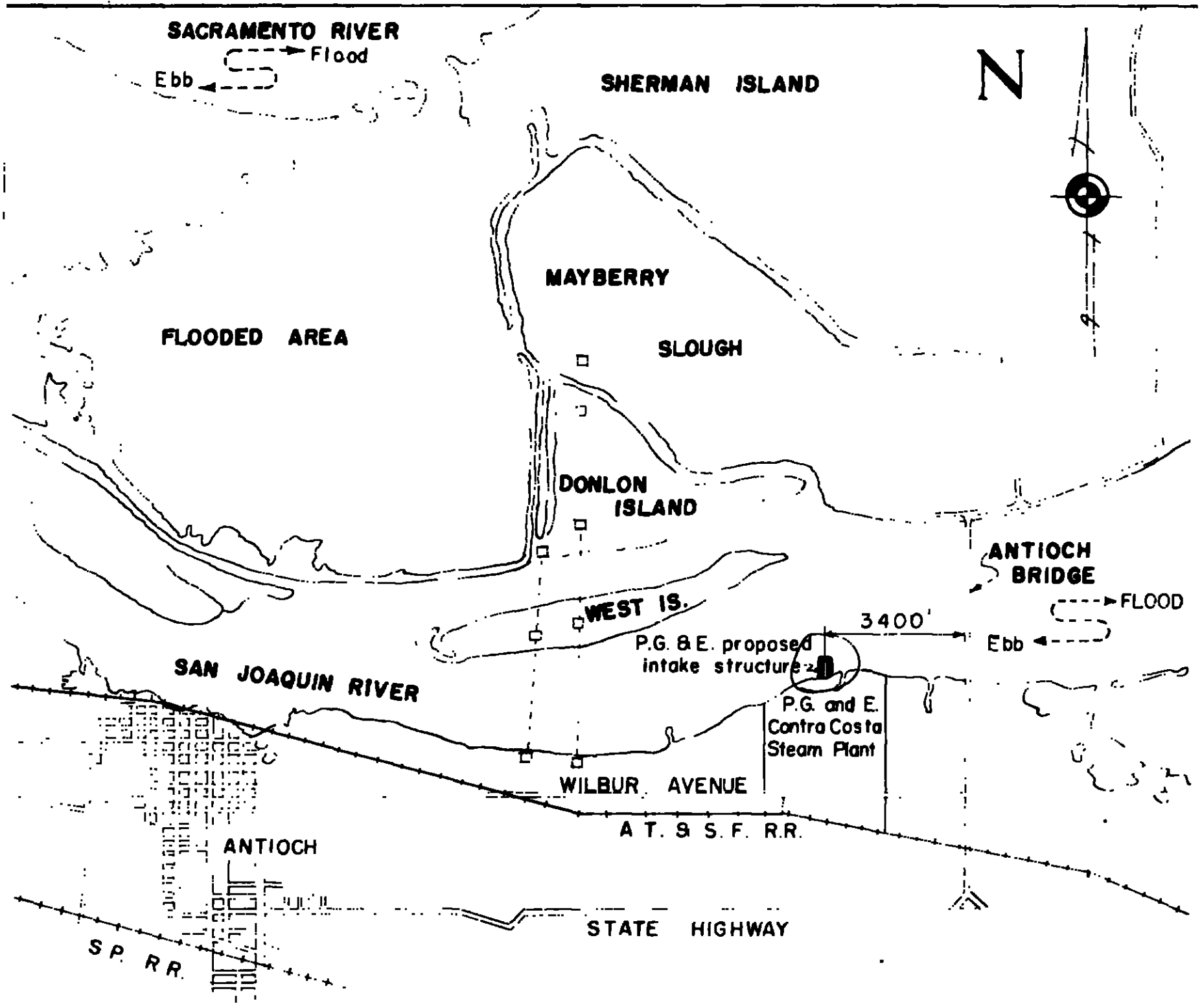
Joseph S. Gorlinski

JOSEPH S. GORLINSKI
Colonel, Corps of Engineers
District Engineer

1 Incl.
Revised Plans
(in 3 sheets)

21253 - 21265

103334



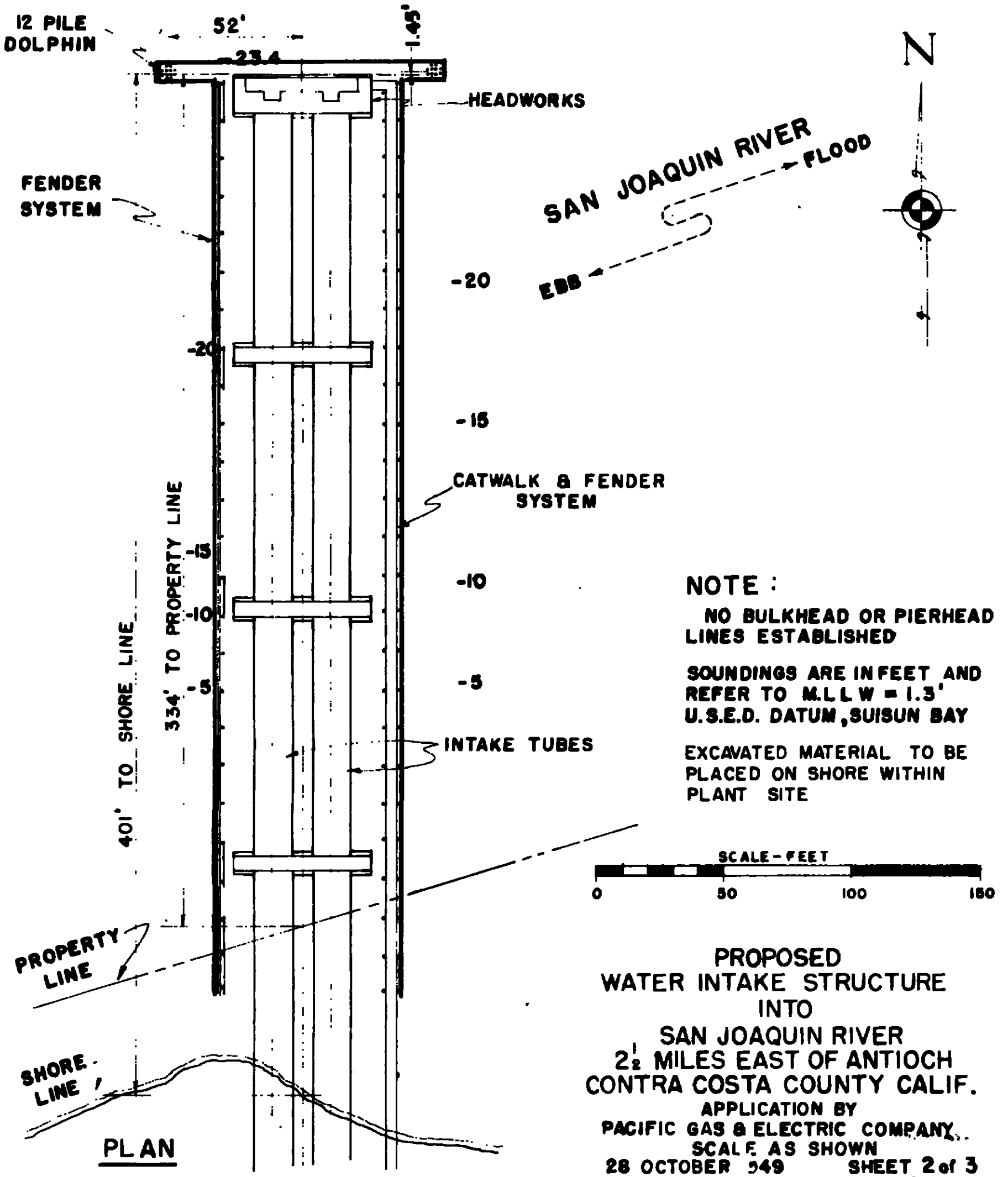
Scale: 1"= 4000'

0 4000

VICINITY MAP

PROPOSED
WATER INTAKE STRUCTURE
INTO
SAN JOAQUIN RIVER
2½ MILES EAST OF ANTIOCH
CONTRA COSTA COUNTY CALIF.
APPLICATION BY
PACIFIC GAS & ELECTRIC COMPANY
SCALE AS SHOWN
28 OCTOBER 1949 SHEET 1 of 3
SUPERSEDES DRAWING DATED 3-28-49

103334



NOTE :

NO BULKHEAD OR PIERHEAD LINES ESTABLISHED

SOUNDINGS ARE IN FEET AND REFER TO M.L.L.W = 1.3' U.S.E.D. DATUM, SUISUN BAY

EXCAVATED MATERIAL TO BE PLACED ON SHORE WITHIN PLANT SITE

SCALE - FEET

0 50 100 150

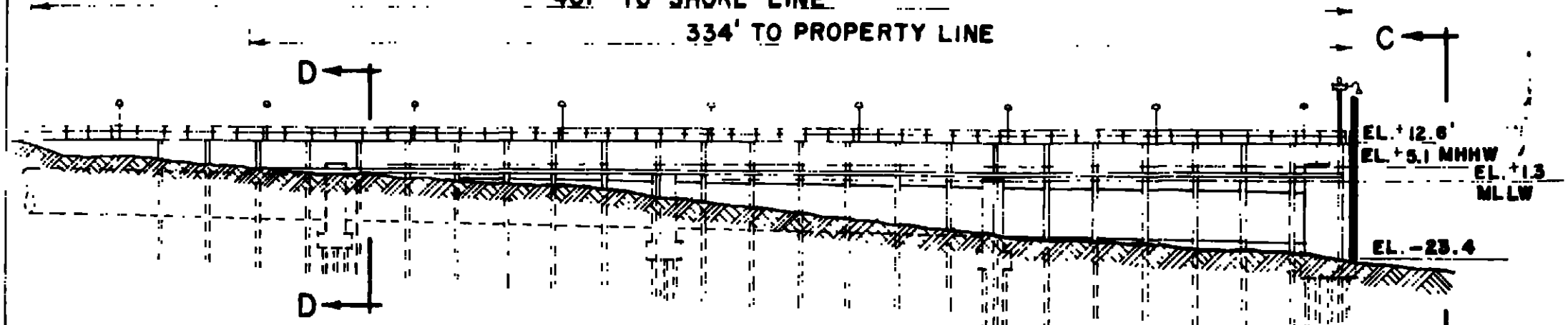
PROPOSED WATER INTAKE STRUCTURE INTO SAN JOAQUIN RIVER 2½ MILES EAST OF ANTIOCH CONTRA COSTA COUNTY CALIF.

APPLICATION BY
PACIFIC GAS & ELECTRIC COMPANY
SCALE AS SHOWN
28 OCTOBER 1949 SHEET 2 of 3
SUPERSEDES DRAWING DATED 3-28-49

103334

401' TO SHORE LINE

334' TO PROPERTY LINE

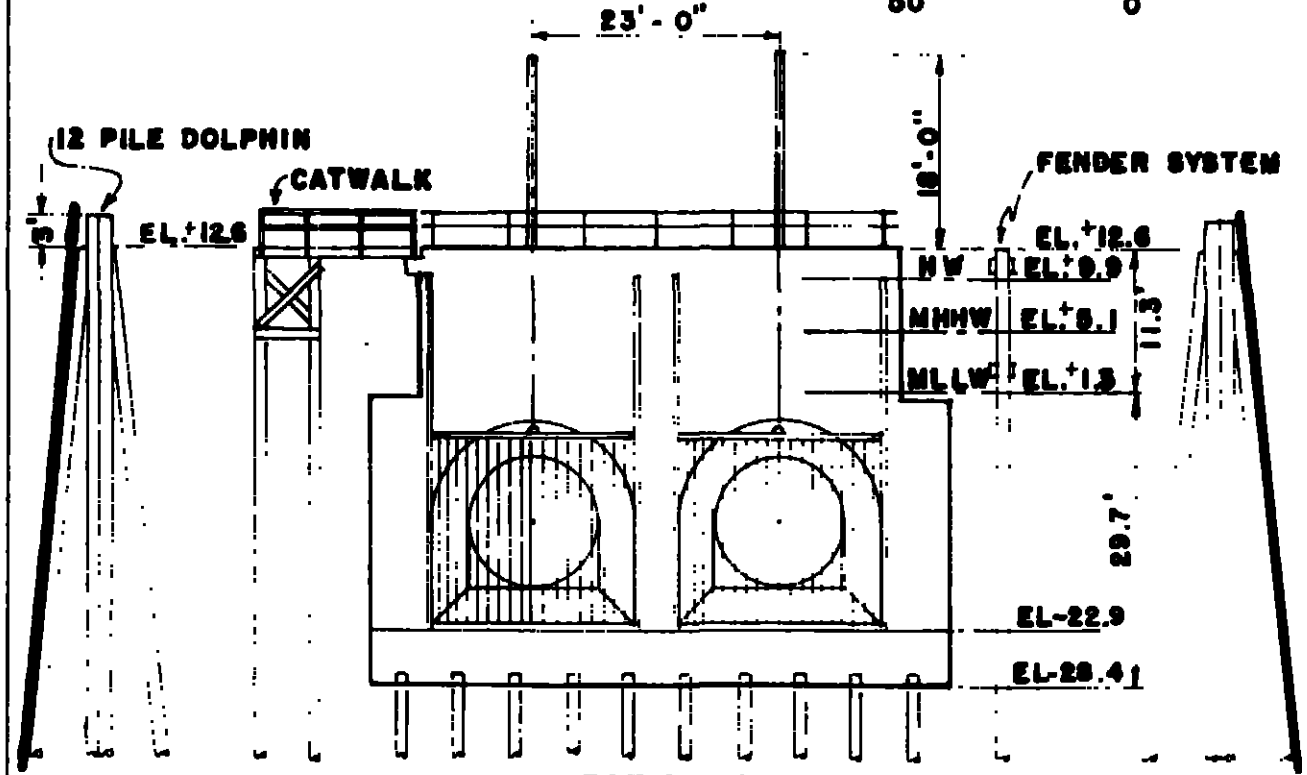


SIDE ELEVATION

EXCAVATED MATERIAL TO BE PLACED ON SHORE WITHIN PLANT SITE.

SCALE IN FEET

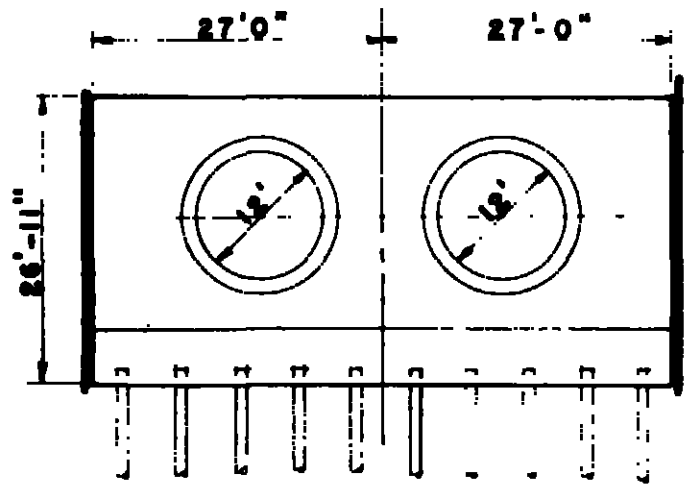
50 0 50 100



SECTION C-C

SCALE-FEET

25 0 25



SECTION D-D

SCALE-FEET

25 0 25

NOTE:
ELEVATIONS REFER TO U.S.E.D. DATUM.

PROPOSED WATER INTAKE STRUCTURE INTO SAN JOAQUIN RIVER 2½ MILES EAST OF ANTIOCH CONTRA COSTA COUNTY CALIF.

APPLICATION BY
PACIFIC GAS & ELECTRIC COMPANY
SCALES AS SHOWN
28 OCTOBER 1949 SHEET 3 of 3
SUPERSEDES DRAWING DATED 3 28-49

303-10 B
103334

DEPARTMENT OF THE ARMY

Was 157-1994

NOTE.—It is to be understood that this instrument does not give any property rights either in real estate or material, or any exclusive privileges; and that it does not authorize any injury to private property or invasion of private rights, or any infringement of Federal, State, or local laws or regulations, nor does it obviate the necessity of obtaining *State assent* to the work authorized. IT MERELY EXPRESSES THE ASSENT OF THE FEDERAL GOVERNMENT SO FAR AS CONCERNS THE PUBLIC RIGHTS OF NAVIGATION. (See *Cummings* v. *Chicago*, 188 U. S., 410.) 16—13103-2

PERMIT

Office, Division Engineer
South Pacific Division
Corps of Engineers.
Oakland 14, California
1 July, 1949.

Pacific Gas and Electric Company
245 Market Street
San Francisco 6, California

Gentlemen:

Referring to written request dated 31 May 1949,

I have to inform you that, upon the recommendation of the Chief of Engineers, and under the provisions of Section 10 of the Act of Congress approved March 3, 1899, entitled "An act making appropriations for the construction, repair, and preservation of certain public works on rivers and harbors, and for other purposes," you are hereby authorized by the Secretary of the Army.

to construct a water intake structure, fender system and two 7-pile dolphins,
(Here describe the proposed structure or work.)

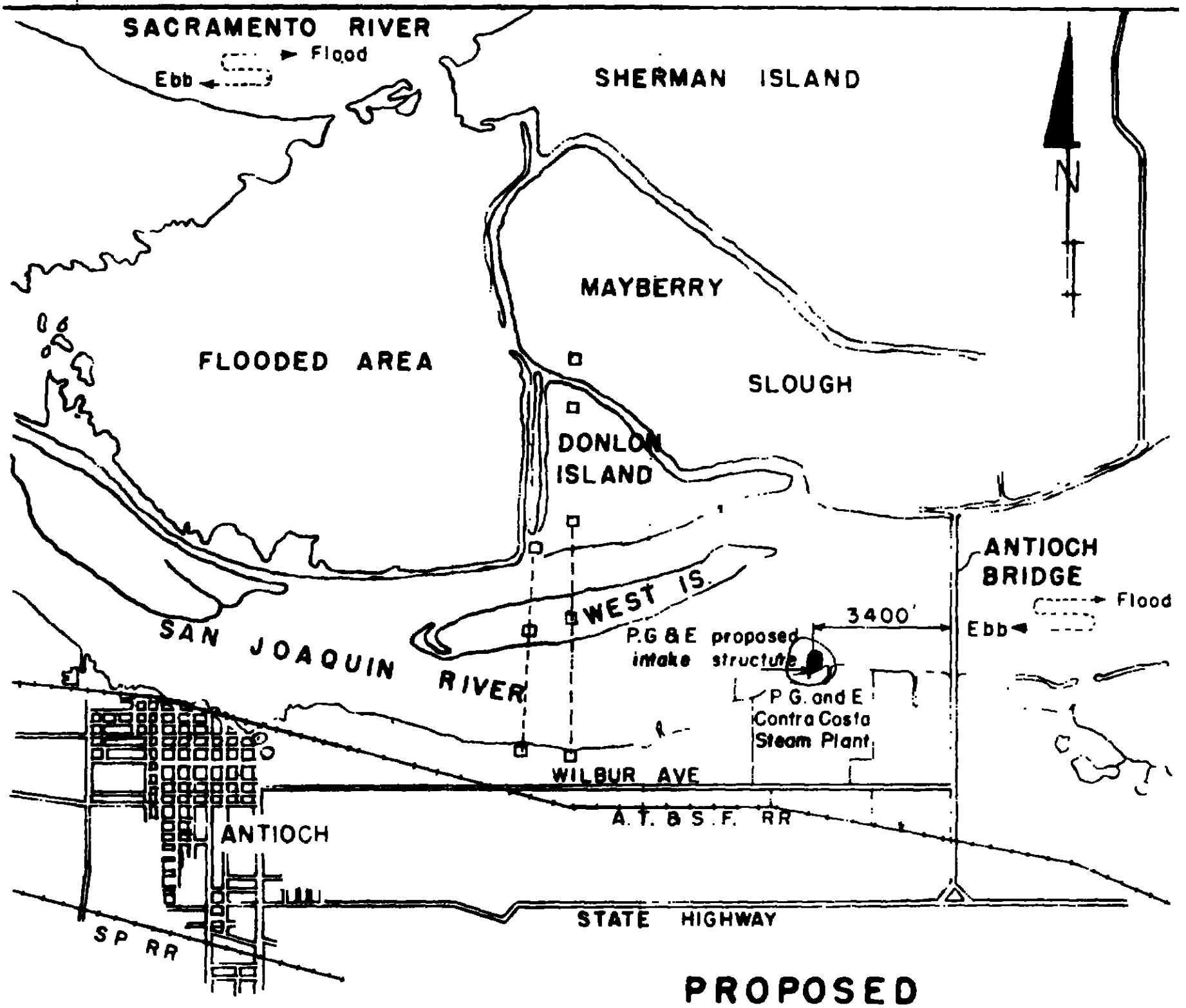
in the San Joaquin River,
(Here to be named the river, harbor, or waterway concerned.)

at approximately 2.5 miles east of Antioch, California,
(Here to be named the nearest well-known locality—preferably a town or city—and the distance in miles and tenths from some definite point in the same, stating whether above or below or giving direction by points of compass.)

in accordance with the plans shown on the drawing attached hereto marked: "Proposed water intake structure into San Joaquin River, 2½ miles East of Antioch, Contra Costa County, Calif. - Application by Pacific Gas and Electric Company, 31 May 1949," (in three sheets);
(Or drawings; give file number or other definite identification marks.)

subject to the following conditions:

103334



Scale. 1" = 4000'

0 4

VICINITY MAP

PROPOSED WATER INTAKE STRUCTURE INTO SAN JOAQUIN RIVER 2½ MILES EAST OF ANTIOCH CONTRA COSTA COUNTY, CALIF.

APPLICATION BY

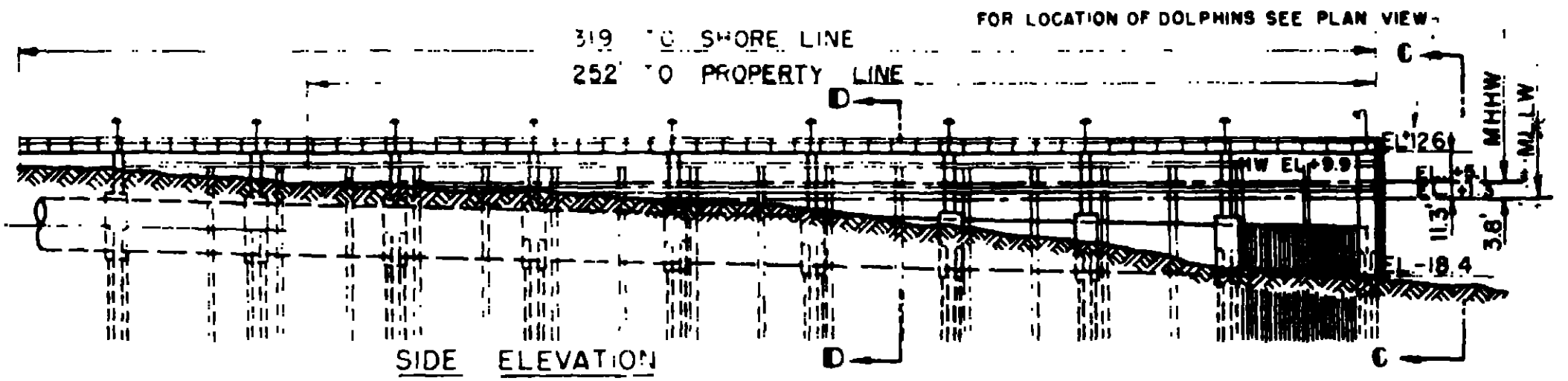
PACIFIC GAS AND ELECTRIC COMPANY

SCALE AS SHOWN

U.S.E.D. DATUM MAY 31, 1949

SHEET 1 of 3

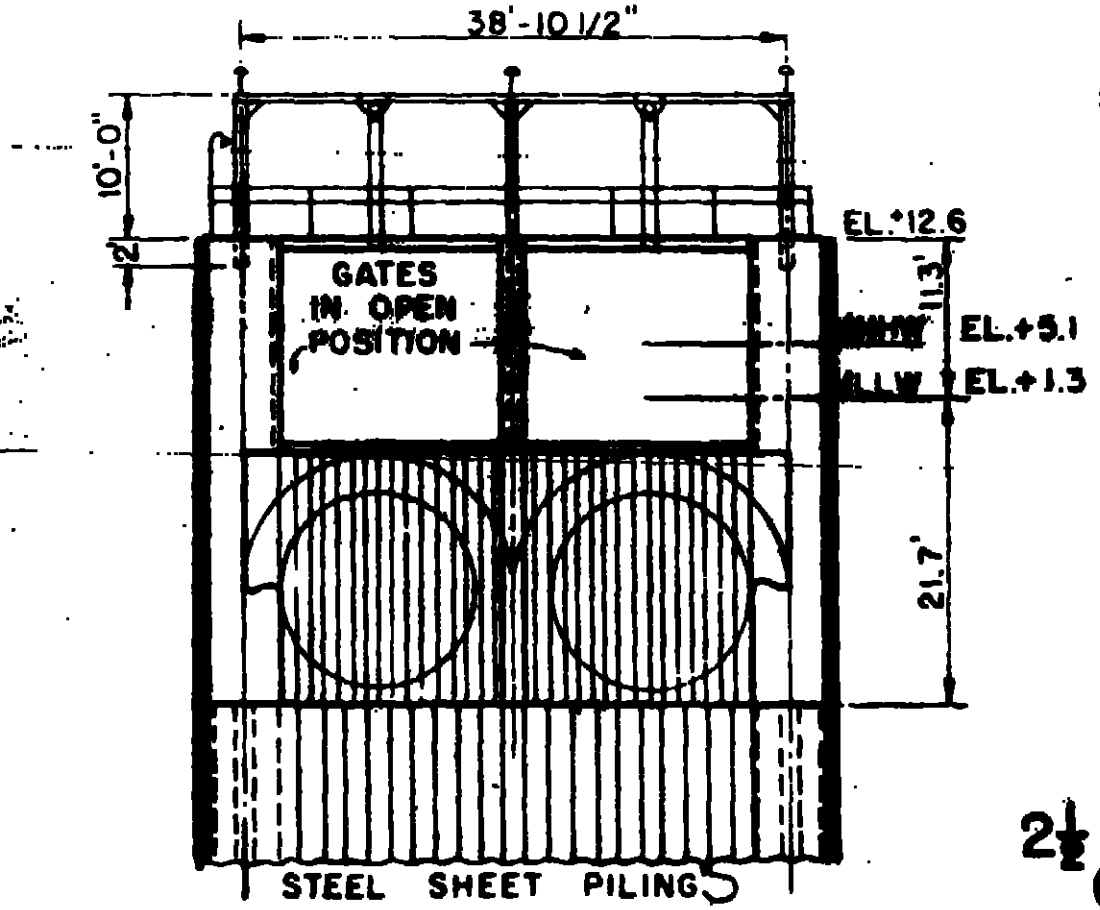
103334



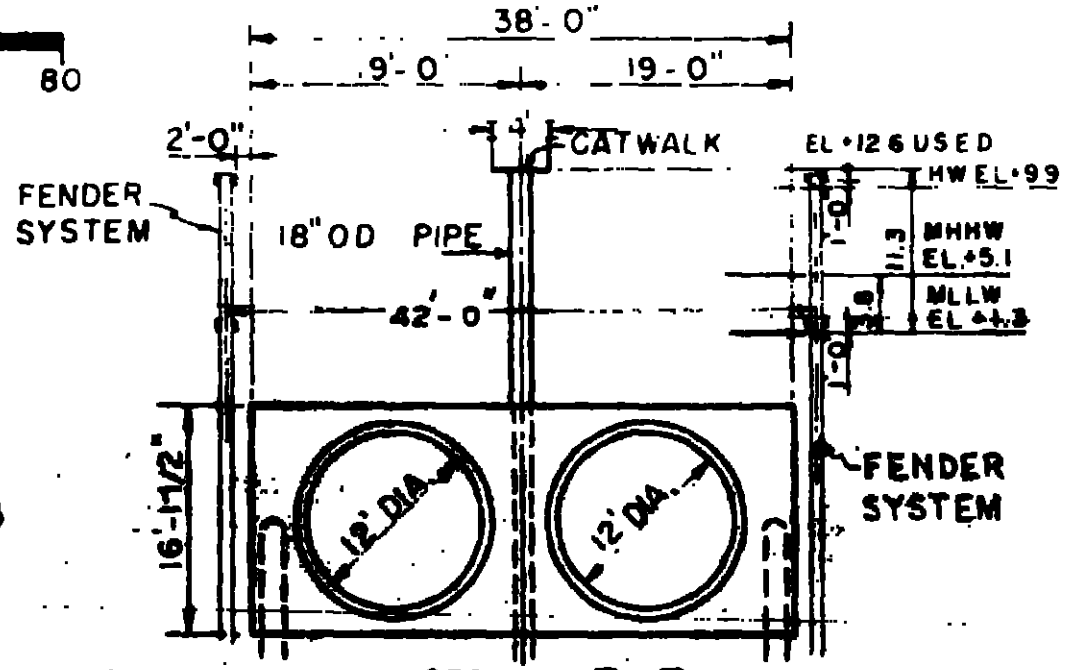
SIDE ELEVATION

SCALE

40 0 40 80



SECTION C-C



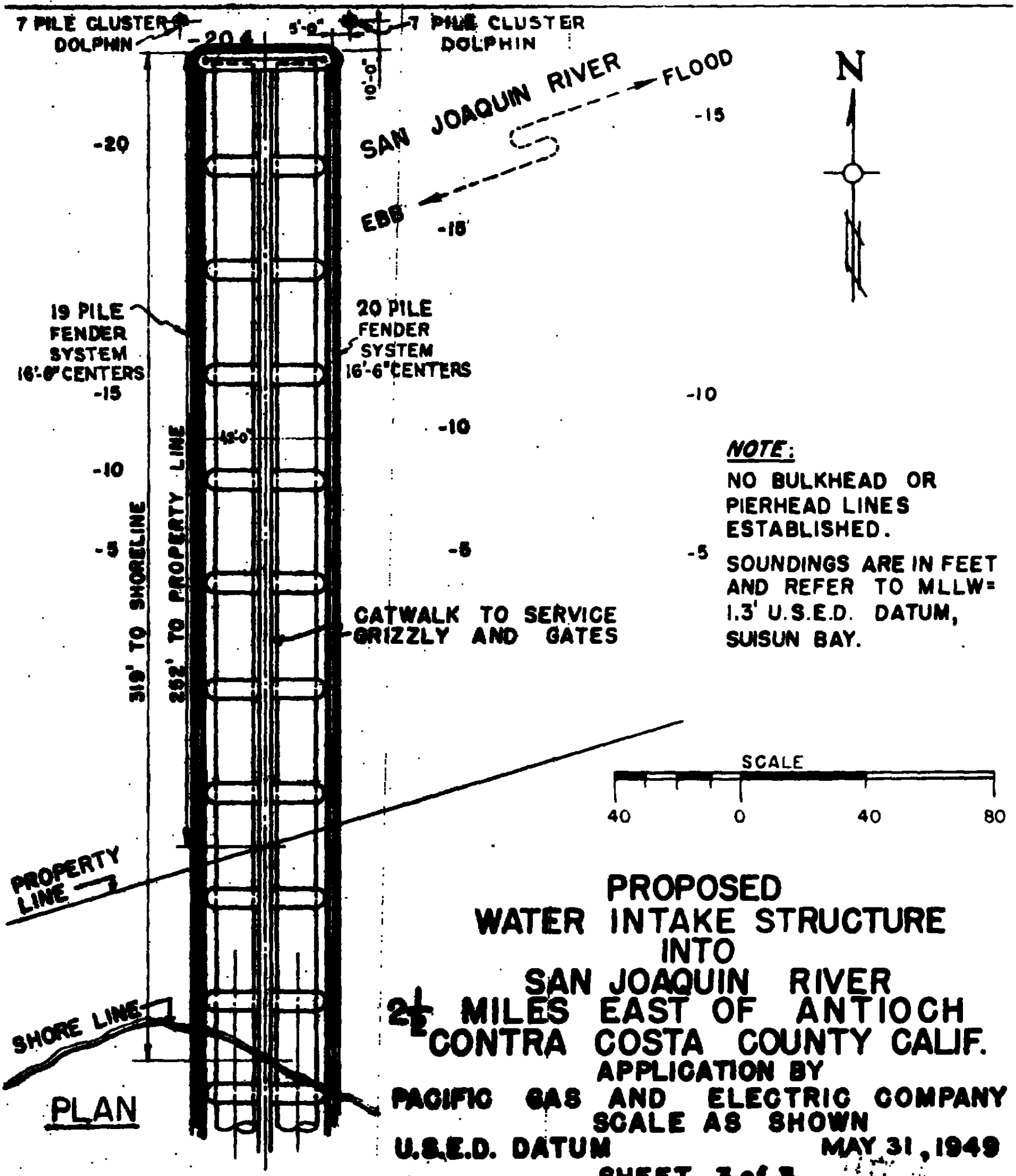
SECTION D-D

NOTE:
ELEVATIONS REFER TO U.S.E.D. DATUM.

PROPOSED WATER INTAKE STRUCTURE INTO SAN JOAQUIN RIVER 2½ MILES EAST OF ANTIOCH CONTRA COSTA COUNTY CALIF.

APPLICATION BY
PACIFIC GAS AND ELECTRIC COMPANY
SCALE AS SHOWN
U.S.E.D. DATUM
MAY 31, 1949
SHEET 2 of 3

103334



NOTE:

NO BULKHEAD OR PIERHEAD LINES ESTABLISHED.

SOUNDINGS ARE IN FEET AND REFER TO MLLW= 1.3' U.S.E.D. DATUM, SUISUN BAY.

SCALE

40 0 40 80

PROPOSED WATER INTAKE STRUCTURE INTO SAN JOAQUIN RIVER 2½ MILES EAST OF ANTIOCH CONTRA COSTA COUNTY CALIF.

APPLICATION BY

PACIFIC GAS AND ELECTRIC COMPANY

SCALE AS SHOWN

U.S.E.D. DATUM

MAY 31, 1949

SHEET 3 of 3

(*a*) That the work shall be subject to the supervision and approval of the District Engineer, Corps of Engineers, in charge of the locality, who may temporarily suspend the work at any time, if in his judgment the interests of navigation so require.

(*b*) That any material dredged in the prosecution of the work herein authorized shall be removed evenly and no large refuse piles, ridges across the bed of the waterway, or deep holes that may have a tendency to cause injury to navigable channels or to the banks of the waterway shall be left. If any pipe, wire, or cable hereby authorized is laid in a trench, the formation of permanent ridges across the bed of the waterway shall be avoided and the back filling shall be so done as not to increase the cost of future dredging for navigation. Any material to be deposited or dumped under this authorization, either in the waterway or on shore above high-water mark, shall be deposited or dumped at the locality shown on the drawing hereto attached, and, if so prescribed thereon, within or behind a good and substantial bulkhead or bulkheads, such as will prevent escape of the material in the waterway. If the material is to be deposited in the harbor of New York, or in its adjacent or tributary waters, or in Long Island Sound, a permit therefor must be previously obtained from the Supervisor of New York Harbor, Whitehall Building, New York City.

(*c*) That there shall be no unreasonable interference with navigation by the work herein authorized.

(*d*) That if inspections or any other operations by the United States are necessary in the interest of navigation, all expenses connected therewith shall be borne by the permittee.

(*e*) That no attempt shall be made by the permittee or the owner to forbid the full and free use by the public of all navigable waters at or adjacent to the work or structure.

(*f*) That if future operations by the United States require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army, it shall cause unreasonable obstruction to the free navigation of said water, the owner will be required upon due notice from the Secretary of the Army, to remove or alter the structural work or obstructions caused thereby without expense to the United States, so as to render navigation reasonably free, easy, and unobstructed; and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners shall, without expense to the United States, and to such extent and in such time and manner as the Secretary of the Army may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable capacity of the watercourse. No claim shall be made against the United States on account of any such removal or alteration.

(*g*) That the United States shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the Government for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

(*h*) That if the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the U. S. Coast Guard, shall be installed and maintained by and at the expense of the owner.

(*i*) That the permittee shall notify the said district engineer at what time the work will be commenced, and as far in advance of the time of commencement as the said district engineer may specify, and shall also notify him promptly, in writing, of the commencement of work, suspension of work, if for a period of more than one week, resumption of work, and its completion.

(*j*) That if the structure or work herein authorized is not completed on or before the 31st day of December, 19 52, this permit, if not previously revoked or specifically extended, shall cease and be null and void.

By authority of the Secretary of the Army:

DWIGHT F. JOHNS
Colonel, CE
Division Engineer

DEPARTMENT OF THE ARMY
O. C. OF E.
Form No. 96
Revised 1 Apr 48

U. S. GOVERNMENT PRINTING OFFICE 16—18168-2

303-10 D

157-2N2E

DEPARTMENT OF THE ARMY

NOTE.—It is to be understood that this instrument does not give any property rights either in real estate or material, or any exclusive privileges; and that it does not authorize any injury to private property or invasion of private rights, or any infringement of Federal, State, or local laws or regulations, nor does it obviate the necessity of obtaining *State assent* to the work authorized. IT MERELY EXPRESSES THE ASSENT OF THE FEDERAL GOVERNMENT SO FAR AS CONCERNS THE PUBLIC RIGHTS OF NAVIGATION. (See *Cummings* v. *Chicago*, 188 U. S., 410.)

16—13169-2

103334

PERMIT

Sacramento District
U. S. Army, Corps of Engineers.
Wright Bldg., Sacramento, Calif.
18 February, 1952.

Pacific Gas and Electric Company
245 Market Street
San Francisco 6, California

2102-02-0717

Gentlemen:

Referring to written request dated 3 January 1952

I have to inform you that, upon the recommendation of the Chief of Engineers, and under the provisions of Section 10 of the Act of Congress approved March 3, 1899, entitled "An act making appropriations for the construction, repair, and preservation of certain public works on rivers and harbors, and for other purposes," you are hereby authorized by the Secretary of the Army.

to construct a rock wall and fill,
(Here describe the proposed structure or work.)

in the San Joaquin River,
(Here to be named the river, harbor, or waterway concerned.)

at approximately 3,400 feet downstream from the Antioch Bridge near Antioch,
(Here to be named the nearest well-known locality—preferably a town or city—and the distance in miles and tenths from some definite point in the same, stating whether above or below or giving direction by points of compass.)

California,

in accordance with the plans shown on the drawing attached hereto marked:
(Or drawings: give file number or other definite identification marks.)

"Proposed Rock Wall & Fill in San Joaquin River 2½ miles east of Antioch, Contra Costa County, California."

subject to the following conditions:

(*a*) That the work shall be subject to the supervision and approval of the District Engineer, Corps of Engineers, in charge of the locality, who may temporarily suspend the work at any time, if in his judgment the interests of navigation so require.

(*b*) That any material dredged in the prosecution of the work herein authorized shall be removed evenly and no large refuse piles, ridges across the bed of the waterway, or deep holes that may have a tendency to cause injury to navigable channels or to the banks of the waterway shall be left. If any pipe, wire, or cable hereby authorized is laid in a trench, the formation of permanent ridges across the bed of the waterway shall be avoided and the back filling shall be so done as not to increase the cost of future dredging for navigation. Any material to be deposited or dumped under this authorization, either in the waterway or on shore above high-water mark, shall be deposited or dumped at the locality shown on the drawing hereto attached, and, if so prescribed thereon, within or behind a good and substantial bulkhead or bulkheads, such as will prevent escape of the material in the waterway. If the material is to be deposited in the harbor of New York, or in its adjacent or tributary waters, or in Long Island Sound, a permit therefor must be previously obtained from the Supervisor of New York Harbor, Whitehall Building, New York City.

(*c*) That there shall be no unreasonable interference with navigation by the work herein authorized.

(*d*) That if inspections or any other operations by the United States are necessary in the interest of navigation, all expenses connected therewith shall be borne by the permittee.

(*e*) That no attempt shall be made by the permittee or the owner to forbid the full and free use by the public of all navigable waters at or adjacent to the work or structure.

(*f*) That if future operations by the United States require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army, it shall cause unreasonable obstruction to the free navigation of said water, the owner will be required upon due notice from the Secretary of the Army, to remove or alter the structural work or obstructions caused thereby without expense to the United States, so as to render navigation reasonably free, easy, and unobstructed; and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners shall, without expense to the United States, and to such extent and in such time and manner as the Secretary of the Army may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable capacity of the watercourse. No claim shall be made against the United States on account of any such removal or alteration.

(*g*) That the United States shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the Government for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

(*h*) That if the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the U. S. Coast Guard, shall be installed and maintained by and at the expense of the owner.

(*i*) That the permittee shall notify the said district engineer at what time the work will be commenced, and as far in advance of the time of commencement as the said district engineer may specify, and shall also notify him promptly, in writing, of the commencement of work, suspension of work, if for a period of more than one week, resumption of work, and its completion.

(*j*) That if the structure or work herein authorized is not completed on or before the 31st day of December, 1955, this permit, if not previously revoked or specifically extended, shall cease and be null and void.

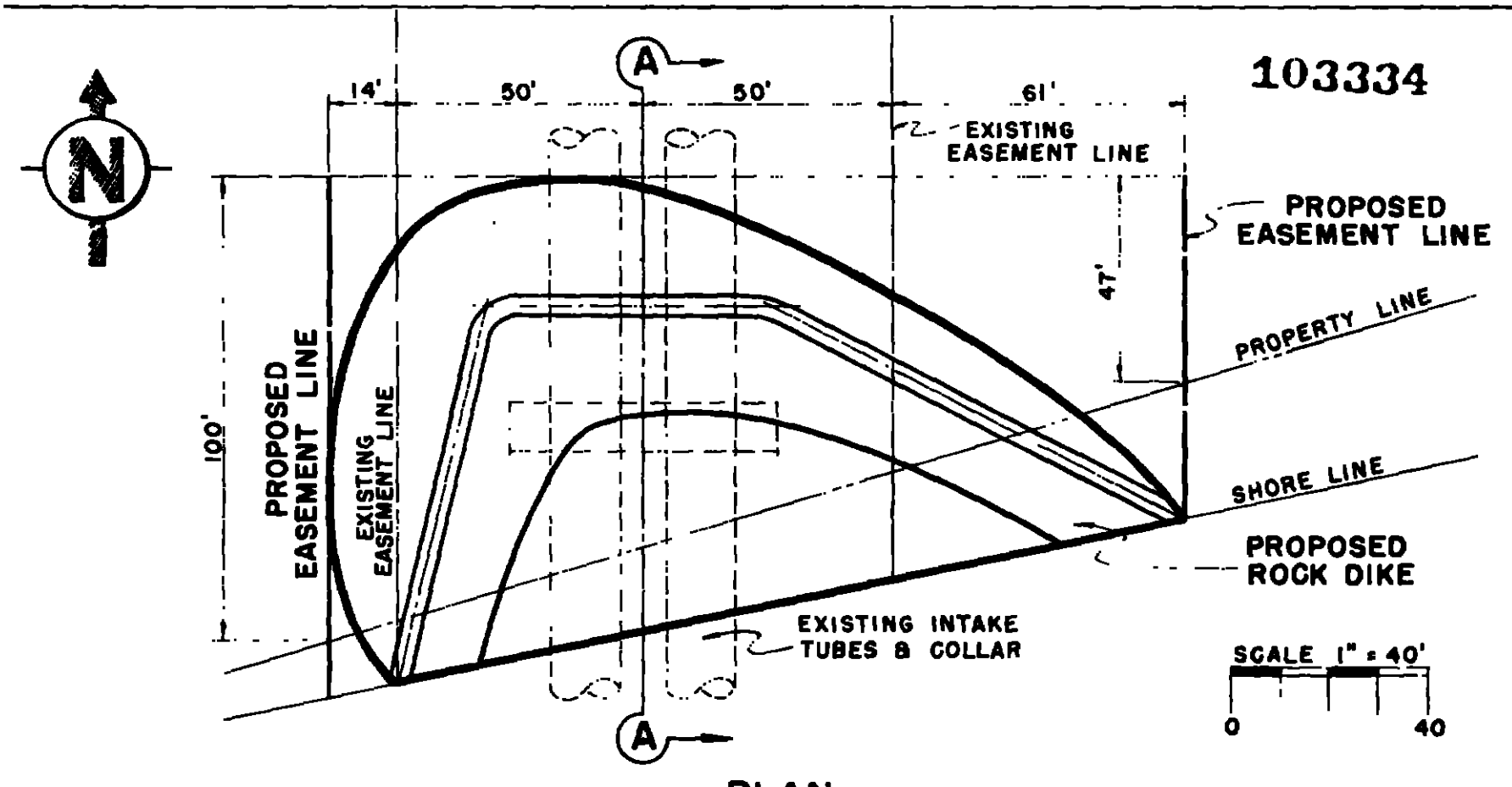
By authority of the Secretary of the Army:

H. R. REITSNYDER,
Lt. Colonel, Corps of Engineers
Acting District Engineer

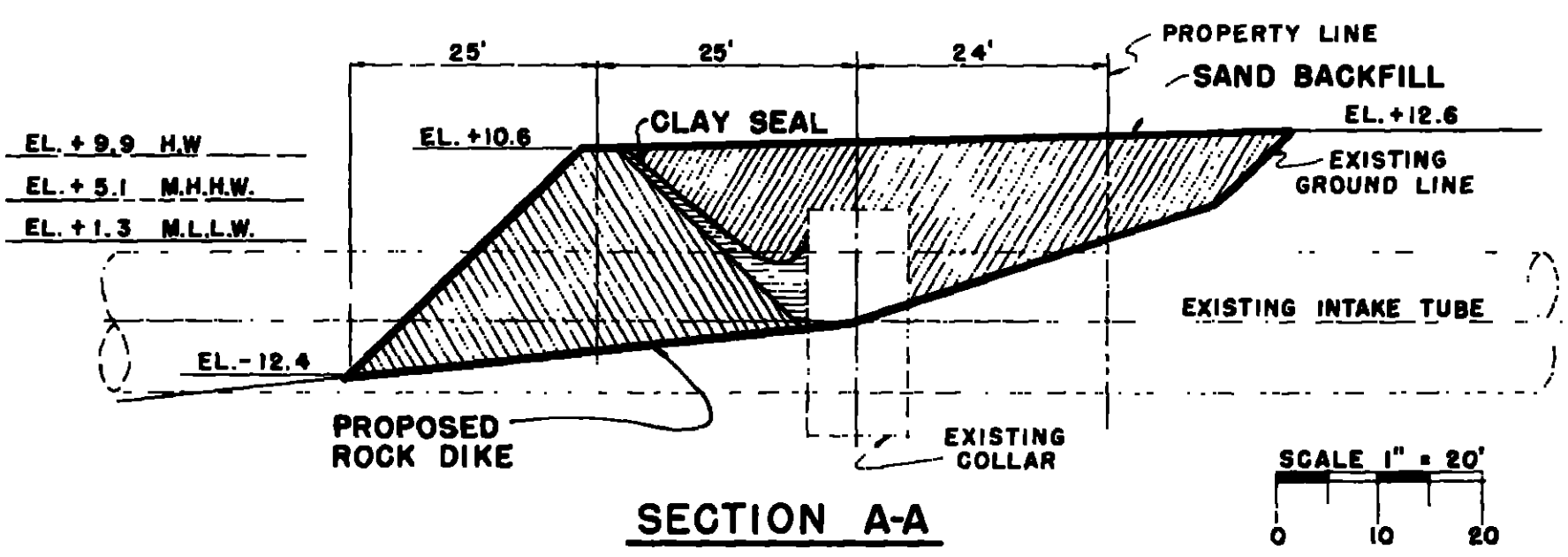
ENG FORM 1 SEP 48 1721 (Civil) This form supersedes ED Form 96, dated 1 Apr 48, which may be used until exhausted.

U. S. GOVERNMENT PRINTING OFFICE 16—13166-2

103334



PLAN



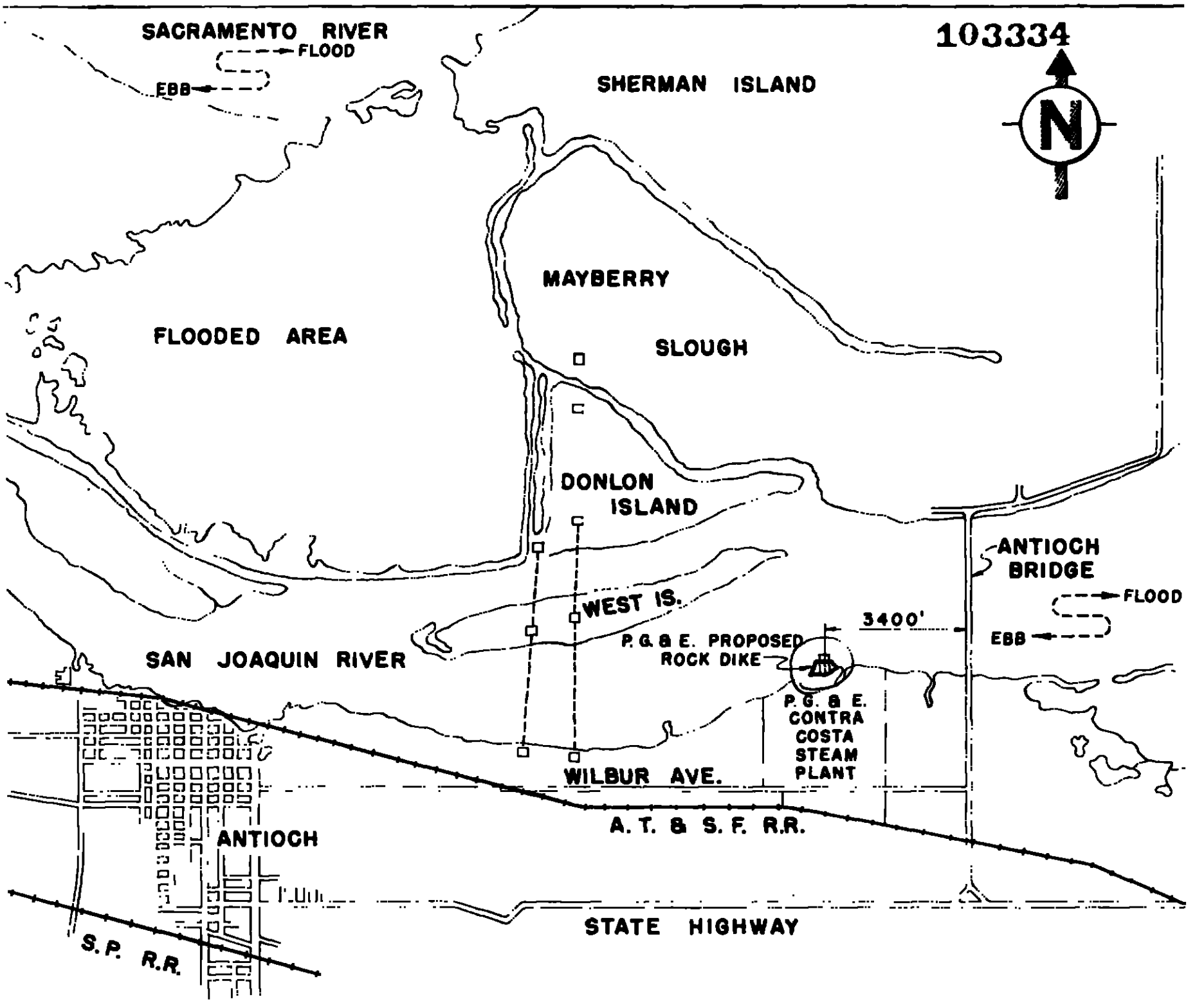
SECTION A-A

NOTE
ELEVATIONS REFER TO U.S.E.D. DATUM

PROPOSED ROCK DIKE INTO SAN JOAQUIN RIVER $2\frac{1}{2}$ MILES EAST OF ANTIOCH CONTRA COSTA COUNTY CALIF.

APPLICATION BY
PACIFIC GAS & ELECTRIC COMPANY
SCALE AS SHOWN
30 NOVEMBER 1951 SHEET 2 OF 2

103334



SCALE 1"= 4000'

0 4000

NO PIERHEAD OR BULKHEAD LINES ESTABLISHED.

VICINITY MAP

PROPOSED ROCK DIKE INTO SAN JOAQUIN RIVER 2½ MILES EAST OF ANTIOCH CONTRA COSTA COUNTY CALIF.

APPLICATION BY
PACIFIC GAS & ELECTRIC COMPANY
SCALE AS SHOWN
30 NOVEMBER 1951 SHEET 1 OF 2

103334
303-10E

DEPARTMENT OF THE ARMY

NOTE.—It is to be understood that this instrument does not give any property rights either in real estate or material, or any exclusive privileges; and that it does not authorize any injury to private property or invasion of private rights, or any infringement of Federal, State, or local laws or regulations, nor does it obviate the necessity of obtaining *State assent* to the work authorized. IT MERELY EXPRESSES THE ASSENT OF THE FEDERAL GOVERNMENT SO FAR AS CONCERNS THE PUBLIC RIGHTS OF NAVIGATION. (See *Cummings* v. *Chicago*, 188 U. S., 410.) 16—13168-2

PERMIT
No. 3706

Sacramento District
U.S. Army, Corps of Engineers.
P.O. Box 1739, Sacramento, Calif.
21 January, 1964

Pacific Gas & Electric Company
245 Market Street
San Francisco 6, California

2102-02-0718

Gentlemen:

Referring to written request dated 21 November 1963,

I have to inform you that, upon the recommendation of the Chief of Engineers, and under the provisions of Section 10 of the Act of Congress approved March 3, 1899, entitled "An act making appropriations for the construction, repair, and preservation of certain public works on rivers and harbors, and for other purposes," you are hereby authorized by the Secretary of the Army.

to construct a pier and six 7-pile dolphins,
(Here describe the proposed structure or work.)

in the San Joaquin River,
(Here to be named the river, harbor, or waterway concerned.)

~~at~~ approximately 2.5 miles east of Antioch, California,
(Here to be named the nearest well-known locality—*preferably a town or city—and the distance in miles and tenths from some definite point in* the same, stating whether above or below or giving direction by points of compass.)

in accordance with the plans shown on the drawing attached hereto marked:
(Or drawings; give file number or other definite identification marks.)

"Proposed Barge Dock in San Joaquin River 2½ Miles East of Antioch, Contra Costa County, California,"

subject to the following conditions:

(*a*) That the work shall be subject to the supervision and approval of the District Engineer, Corps of Engineers, in charge of the locality, who may temporarily suspend the work at any time, if in his judgment the interests of navigation so require.

(*b*) That any material dredged in the prosecution of the work herein authorized shall be removed evenly and no large refuse piles, ridges across the bed of the waterway, or deep holes that may have a tendency to cause injury to navigable channels or to the banks of the waterway shall be left. If any pipe, wire, or cable hereby authorized is laid in a trench, the formation of permanent ridges across the bed of the waterway shall be avoided and the back filling shall be so done as not to increase the cost of future dredging for navigation. Any material to be deposited or dumped under this authorization, either in the waterway or on shore above high-water mark, shall be deposited or dumped at the locality shown on the drawing hereto attached, and, if so prescribed thereon, within or behind a good and substantial bulkhead or bulkheads, such as will prevent escape of the material in the waterway. If the material is to be deposited in the harbor of New York, or in its adjacent or tributary waters, or in Long Island Sound, a permit therefor must be previously obtained from the Supervisor of New York Harbor, New York City.

(*c*) That there shall be no unreasonable interference with navigation by the work herein authorized.

(*d*) That if inspections or any other operations by the United States are necessary in the interest of navigation, all expenses connected therewith shall be borne by the permittee.

(*e*) That no attempt shall be made by the permittee or the owner to forbid the full and free use by the public of all navigable waters at or adjacent to the work or structure.

(*f*) That if future operations by the United States require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army, it shall cause unreasonable obstruction to the free navigation of said water, the owner will be required upon due notice from the Secretary of the Army, to remove or alter the structural work or obstructions caused thereby without expense to the United States, so as to render navigation reasonably free, easy, and unobstructed; and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners shall, without expense to the United States, and to such extent and in such time and manner as the Secretary of the Army may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable capacity of the watercourse. No claim shall be made against the United States on account of any such removal or alteration.

(*g*) That the United States shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the Government for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

(*h*) That if the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the U. S. Coast Guard, shall be installed and maintained by and at the expense of the owner.

(*i*) That the permittee shall notify the said district engineer at what time the work will be commenced, and as far in advance of the time of commencement as the said district engineer may specify, and shall also notify him promptly, in writing, of the commencement of work, suspension of work, if for a period of more than one week, resumption of work, and its completion.

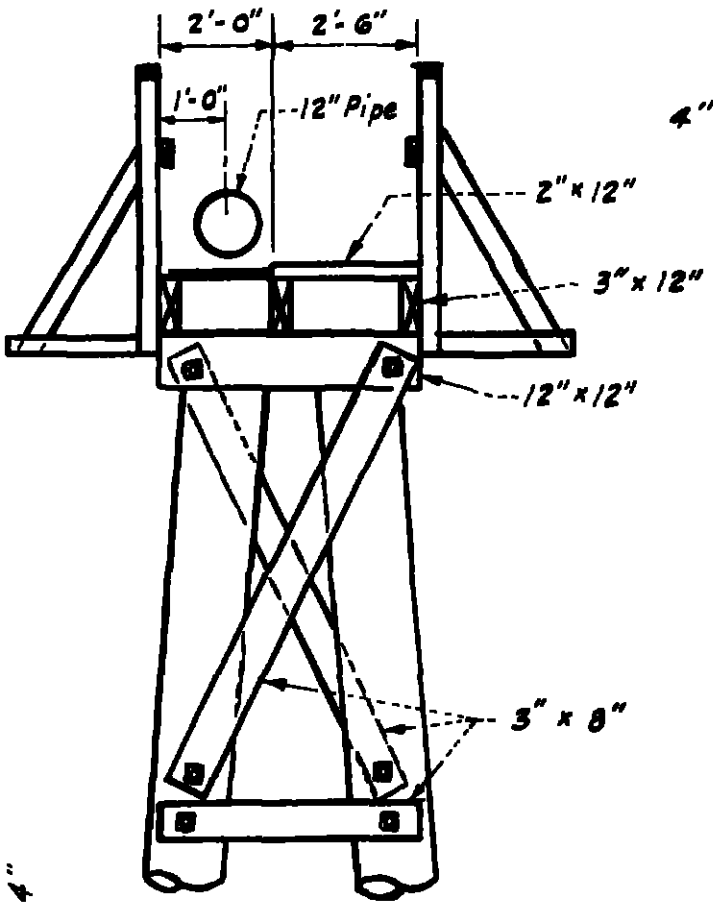
(*j*) That if the structure or work herein authorized is not completed on or before the 31st day of December, 19 67, this permit, if not previously revoked or specifically extended, shall cease and be null and void.

By authority of the Secretary of the Army:

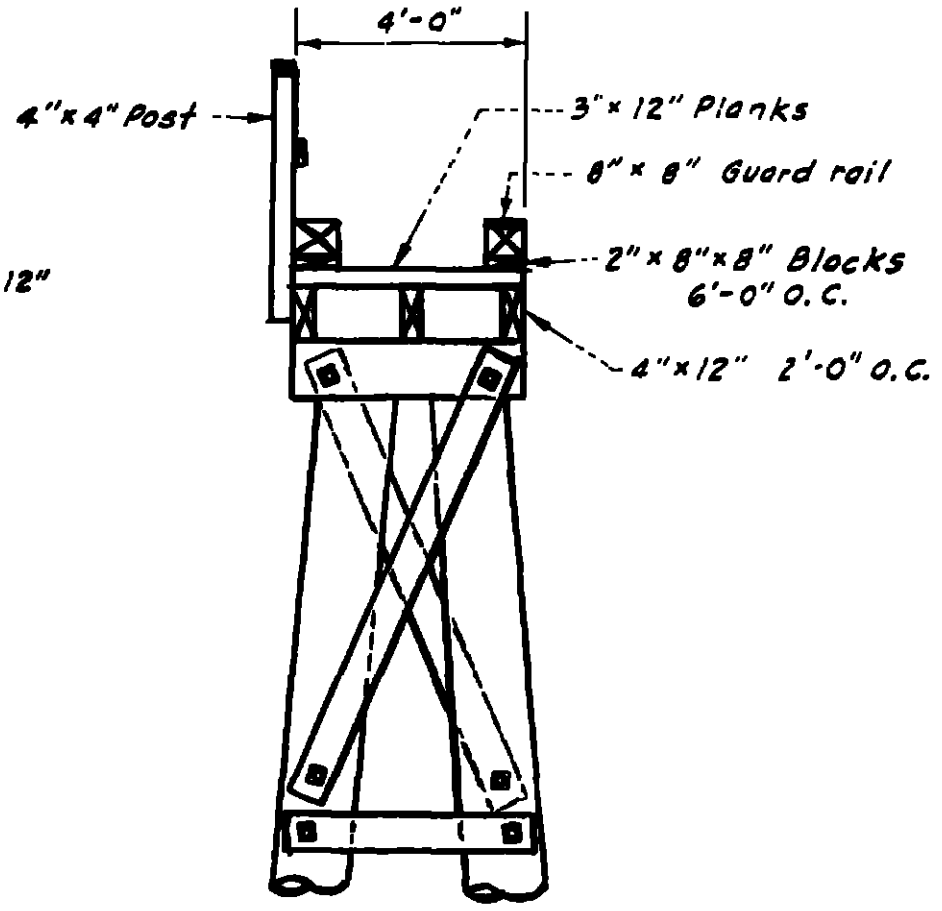
ROBERT E. MATHE
Colonel, CE
District Engineer

ENG FORM 1 SEP 48 1721 (Civil) This form supersedes ED Form 96, dated 1 Apr 48, which may be used until exhausted.
EM 1145-2-303
U. S. GOVERNMENT PRINTING OFFICE 16—13168-8

103334

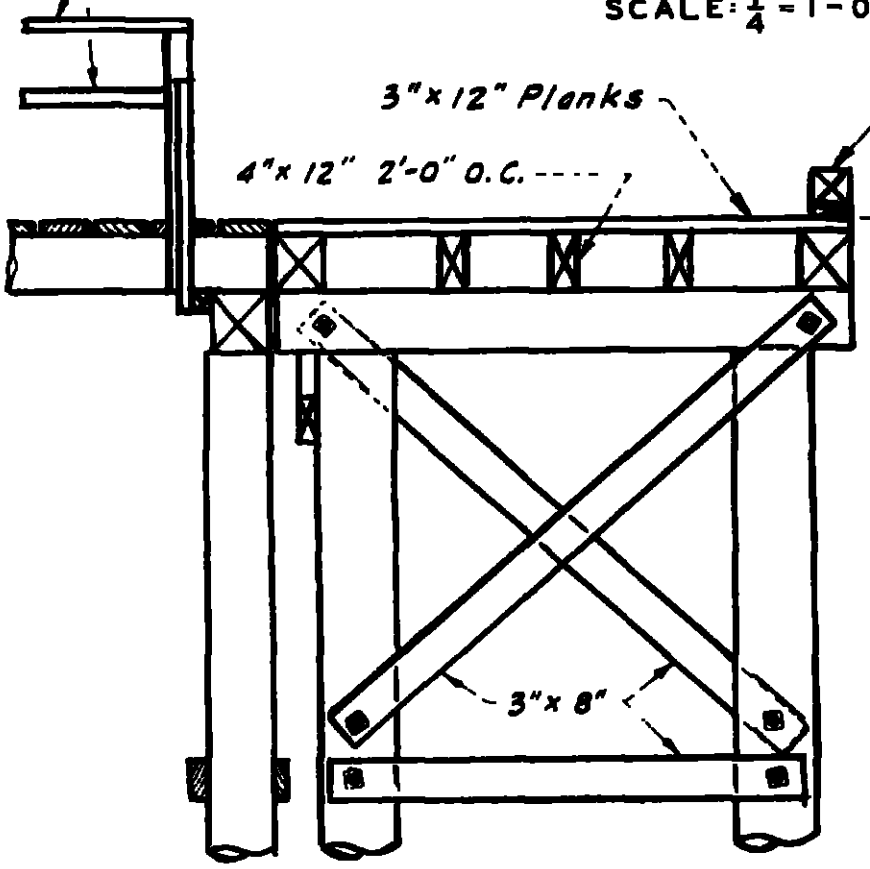


SECTION A-A



SECTION C-C

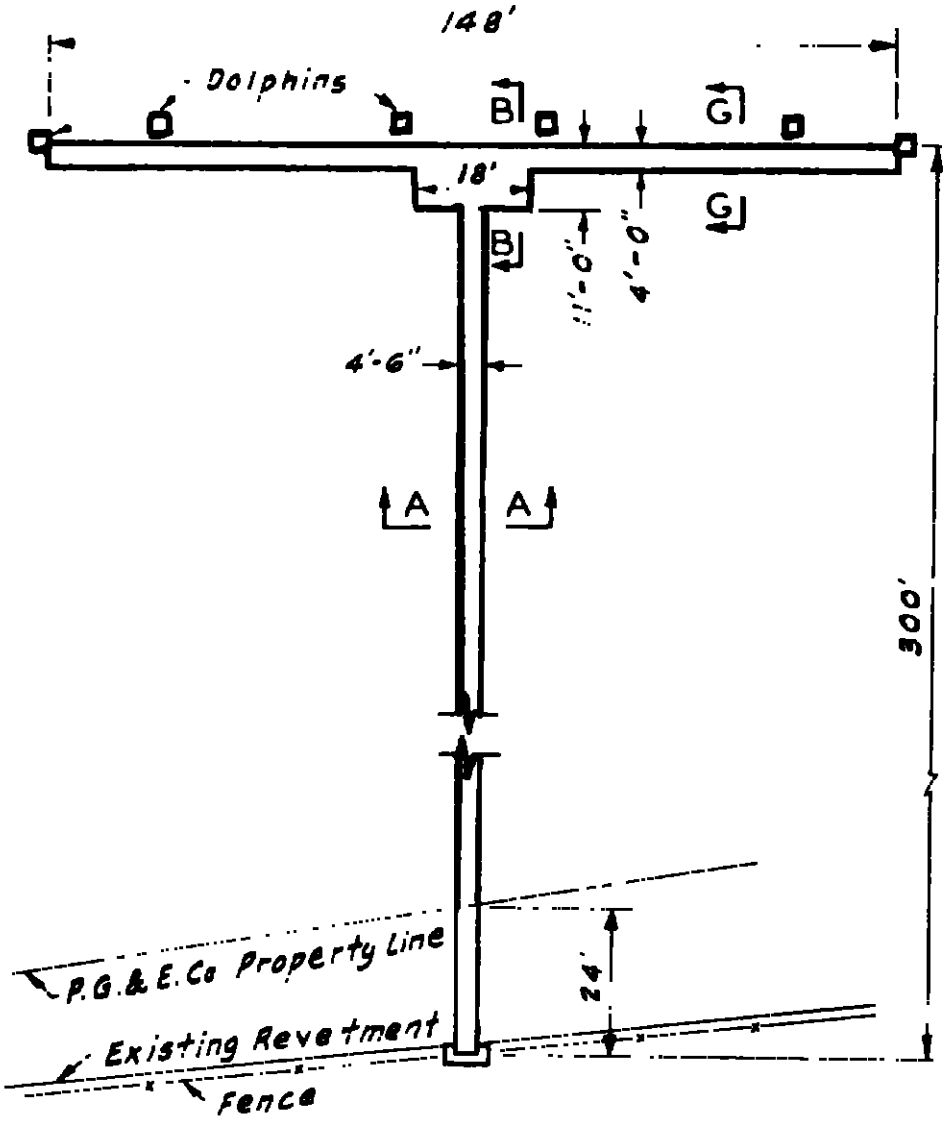
SCALE: $\frac{1}{4}$" = 1'-0"



SECTION B-B

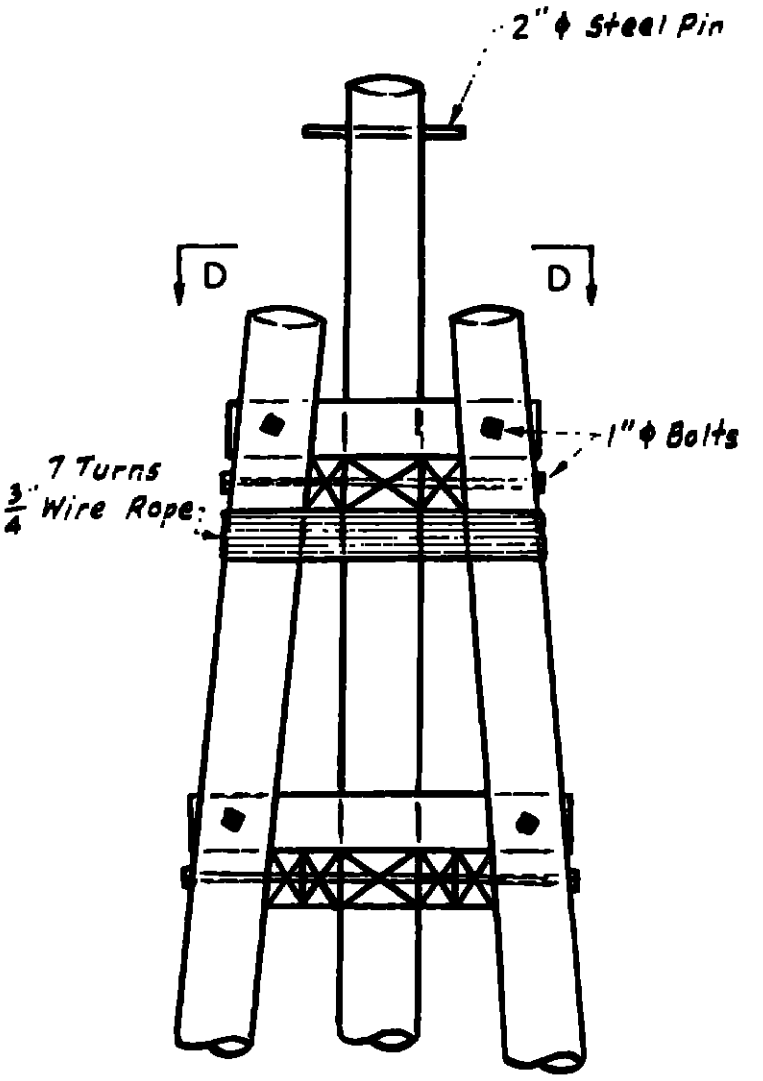
PROPOSED
BARGE DOCK
IN SAN JOAQUIN RIVER
2½ MILES EAST OF ANTIOCH
CONTRA COSTA COUNTY
CALIFORNIA

APPLICATION BY
PACIFIC GAS AND ELECTRIC CO.
SCALE AS SHOWN
SHEET 3 OF 3
NOVEMBER 15, 1963



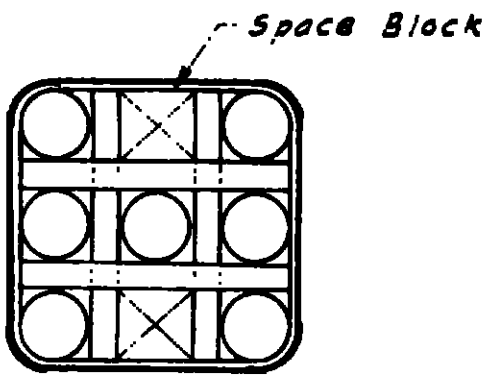
PLAN OF BARGE DOCK

SCALE: 1"=40'-0"



DOLPHIN

SCALE: $\frac{1}{4}$"=1'-0"



SECTION D-D

SCALE: $\frac{1}{4}$"=1'-0"

PROPOSED BARGE DOCK IN SAN JOAQUIN RIVER 2½ MILES EAST OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

APPLICATION BY
PACIFIC GAS AND ELECTRIC CO.
SCALE AS SHOWN
SHEET 2 OF 3
NOVEMBER 15, 1963

103334

T.2N. R.2E. M.D.B. & M

SAN JOAQUIN RIVER

EBB

FLOOD

20

16

10

5

Existing Intake structure

Proposed Barge Dock
See Sheets 2 & 3

Revetment

P.G. & E. Co Property Line

No pierhead or bulkhead lines established.

Site of work not within corporate limits of any municipality.

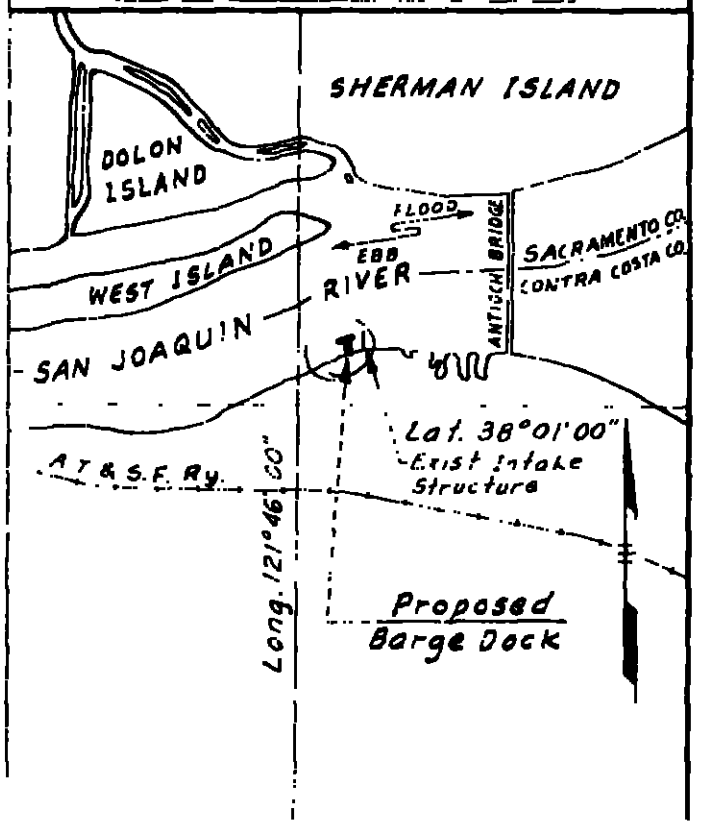
Soundings are in feet and refer to M.L.L.W. Elev. 1.3'
U.S.E.D. Datum

SCALE

100' 0 100' 200' 300'

VICINITY MAP
FROM U.S.G.S. ANTIOCH QUAD.

1 1/2 0 1 MILE



PROPOSED
BARGE DOCK
IN SAN JOAQUIN RIVER
2 1/2 MILES EAST OF ANTIOCH
CONTRA COSTA COUNTY
CALIFORNIA

APPLICATION BY
PACIFIC GAS AND ELECTRIC CO.
SCALE AS SHOWN
SHEET 1 OF 3
NOVEMBER 15, 1963

END OF DOCUMENT

Attachment 3

Restated (ATA) Asset Transfer Agreement

EXECUTION COPY

AMENDED AND RESTATED

ASSET TRANSFER AGREEMENT

by and among

MIRANT DELTA, LLC,

MIRANT SPECIAL PROCUREMENT, INC.

and

PACIFIC GAS AND ELECTRIC COMPANY

dated as of November 22, 2006

Confidential
drodman@riemenlaw.com
2022-08-09 11:37:38 -0400

TABLE OF CONTENTS
(continued)

Page

ARTICLE I	DEFINITIONS AND RULES OF INTERPRETATION	2
1.01	Defined Terms	2
1.02	Construction of Certain Terms and Phrases	15
ARTICLE II	TRANSFER OF ASSETS	15
2.01	Effective Date	15
2.02	Asset Transfer	15
2.03	Assignability and Consents	17
2.04	Assumption of Assumed Liabilities	18
2.05	[Reserved.]	18
2.06	CC8 Alternative Consideration	18
2.07	Allocation of Consideration	18
2.08	Apportioned Obligations.	19
2.09	Payment of Sales, Use and Other Taxes	19
2.10	Nonassignable Contracts	20
2.11	Reasonable Efforts; Further Assurances	20
2.12	B&V Overpayment	21
ARTICLE III	CLOSING	21
3.01	Time and Place	21
3.02	Deliveries at Closing	21
ARTICLE IV	REPRESENTATIONS AND WARRANTIES OF SELLERS	23
4.01	Corporate Organization	23
4.02	Authority of Sellers	24
4.03	Noncontravention	24
4.04	Title to the Equipment	25
4.05	Equipment	25
4.06	No Consents	25
4.07	Compliance with Laws	25
4.08	No Other Representations and Warranties	25
ARTICLE V	REPRESENTATIONS AND WARRANTIES OF BUYER	26
5.01	Corporate Organization	26

Confidential
droadman@riemerlaw.com
2022-08-09 11:37:38 -0400

TABLE OF CONTENTS
(continued)

Page

5.02 Authority of Buyer....26
5.03 Noncontravention....26
5.04 No Consents....27
ARTICLE VI COVENANTS OF PARTIES....27
6.01 Regulatory Plan....27
6.02 Maintenance of the CC8 Assets Prior to Closing....28
6.03 Warranties....30
6.04 Cost Responsibility and Reimbursement....30
6.05 Exhibits....34
6.06 CC8 Lot Line Adjustment; CC8 Lot Split....34
6.07 Access for Due Diligence....35
6.08 Regulatory Filings....35
6.09 Switchyard Easement....36
ARTICLE VII ADDITIONAL REGULATORY APPROVALS....36
7.01 Condition to the Parties' Obligations....36
7.02 Additional Regulatory Approvals....36
7.03 Responsibility for Obtaining the Additional Regulatory Approvals....38
ARTICLE VIII ADDITIONAL CONDITIONS TO BUYER'S OBLIGATIONS....38
8.01 Representations, Warranties and Covenants....38
8.02 Seller Consents....39
8.03 No Adverse Proceedings....39
8.04 Objectives....39
8.05 No Adverse Effect....39
8.06 Title Insurance Policy....39
ARTICLE IX ADDITIONAL CONDITIONS TO SELLERS' OBLIGATIONS....39
9.01 Representations, Warranties and Covenants....40
9.02 Buyer Consents....40
9.03 No Adverse Proceedings....40
9.04 No Adverse Effect....40
ARTICLE X INDEMNIFICATION....40

Confidential
drodman@rlemerlaw.com
2022-08-09 11:37:38 -0400

TABLE OF CONTENTS
(continued)

Page

10.01 Survival of Representations, Warranties, and Certain Covenants 40
10.02 Indemnification 41
10.03 Limitations 42
10.04 Defense in Connection with Discharged Liabilities 43
10.05 Remedies Exclusive 43
ARTICLE XI TERMINATION 43
11.01 Methods of Termination 43
11.02 Procedure upon Termination 43
ARTICLE XII MISCELLANEOUS MATTERS 44
12.01 Confidentiality 44
12.02 Notices 46
12.03 Entire Agreement 47
12.04 Waiver 47
12.05 Amendment 47
12.06 Third Party Beneficiaries 47
12.07 Assignment; Binding Effect 47
12.08 Headings 48
12.09 Severability 48
12.10 Governing Law 48
12.11 Resolution of Conflicts 48
12.12 Jurisdiction 51
12.13 Expenses 52
12.14 Counterparts 52
12.15 Schedules, Exhibits and Other Agreements 52
12.16 Construction 52
12.17 Original Purchase and Sale Agreement 52

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBITS

A	–	ASSIGNMENT AND ASSUMPTION AGREEMENT
B	–	BILL OF SALE
C	–	COORDINATION AGREEMENT
D	–	SERVICES AGREEMENT
E	–	LEASE AGREEMENT
F-1	–	PG&E EASEMENT AGREEMENT
F-2	–	DEVELOPMENT EASEMENT AGREEMENT
G	–	OWNED EQUIPMENT
H	–	EQUIPMENT
I	–	ASSIGNED CONTRACTS
J	–	PERMITS
K	–	LEGAL DESCRIPTION OF CC8 REAL PROPERTY
L	–	LEGAL DESCRIPTION OF CONTRA COSTA LAND
M	–	REGULATORY PLAN
N	–	MAINTENANCE SCHEDULE
O	–	WARRANTY EXTENSIONS
P	–	BUYER CONSENTS
Q	–	SELLER CONSENTS
R	–	GRANT DEED
R-1	–	CC8 IMPROVEMENTS GRANT DEED
S	–	LEGAL DESCRIPTION OF MONTEZUMA ENHANCEMENT SITE
T	–	SCHEDULED ASSUMED LIABILITIES
U	–	SELLERS' KNOWLEDGE
V	–	DISCHARGE POINTS E-010 AND E-006
W	–	SWITCHYARD EASEMENT

Confidential
drodman@rlmerlaw.com
2022-08-09 11:37:38 -0400

AMENDED AND RESTATED ASSET TRANSFER AGREEMENT

THIS AMENDED AND RESTATED ASSET TRANSFER AGREEMENT (this "Agreement") is made and entered into as of November 22, 2006 by and among Mirant Delta, LLC, a Delaware limited liability company, with its principal place of business at 696 West Tenth Street, Pittsburg, California 94565 ("Delta"), Mirant Special Procurement, Inc., a Delaware corporation, with its principal place of business at 1155 Perimeter Center West, Atlanta, Georgia, 30338-5416 ("Mirant Procurement") (each a "Seller" and together "Sellers"), and Pacific Gas and Electric Company, a California corporation, with its principal place of business at 77 Beale Street, San Francisco, California 94105 ("Buyer").

WITNESSETH

WHEREAS, the Parties are among the parties that entered into the Settlement Agreement (as defined herein).

WHEREAS, the Settlement Agreement and the Implementing Agreements (as defined in the Settlement Agreement) contemplate a comprehensive resolution of all disputes and other matters addressed therein: (i) through the settlement of the regulatory proceedings, appellate proceedings, litigation, proofs of claim and claims identified in the Settlement Agreement; and (ii) by effectuating the transactions, granting of rights and benefits, and assumption of obligations specified and provided for therein (such comprehensive resolution and such transactions are defined collectively in the Settlement Agreement as the "Settlement").

WHEREAS, in partial implementation of the Settlement, the Parties entered into that certain Asset Transfer Agreement dated as of June 10, 2005 (the "Original ATA").

WHEREAS, the Parties desire to amend and restate the Original ATA as of the date first set forth above (the "ATA Restatement Date") as set forth herein.

WHEREAS, as of the ATA Restatement Date, (i) the CEC Authorization, the Section 203 Authorization and all required Additional Regulatory Approvals (as such terms are defined herein) have been issued or obtained as required herein, (ii) the Jurisdiction Trigger Date (as such term is defined herein) has occurred, (iii) Delta has waived the EWG Determination as a condition to Closing (as such terms are defined herein), and (iv) each of the CC8 Triggering Events identified and defined in the Settlement Agreement, except the CC8 Triggering Event that will occur if the Closing does not occur by June 30, 2008, has been satisfied or waived.

AGREEMENT

NOW, THEREFORE, in consideration of the Settlement, and the premises, mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend and restate the Original ATA, and to replace the Original ATA in its entirety, effective as of the ATA Restatement Date, as follows:

Confidential
jdolman@orrick.com
2022-08-09 11:57:25-0400

ARTICLE I

DEFINITIONS AND RULES OF INTERPRETATION

1.01 Defined Terms.

As used in this Agreement, the following defined terms have the meanings ascribed to them below:

"Action or Proceeding" means any action, suit, litigation (whether civil, criminal or administrative), proceeding, arbitration, inquiry or hearing commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental or Regulatory Authority.

"Additional Assignment Agreements" has the meaning set forth in Section 2.03(a).

"Additional Regulatory Approval" has the meaning set forth in Section 7.02(a).

"Adverse Effect" means an effect or condition that individually or in the aggregate is materially adverse to (a) the completion of the transactions contemplated by this Agreement, taken as a whole, (b) a Party's ability to fulfill any of its material obligations hereunder, or (c) the CC8 Assets, taken as a whole.

"AFB" means the Aquatic Filter Barrier, also known as the Gunderboom,™ described in the Settlement Execution Date AFC Permit.

"AFC Permit" means the decision of the CEC issued in CEC Docket No. 00-AFC-1 on May 30, 2001 approving Delta's Application for Certification of the CC8 Project, as modified by the order issued by the CEC in Docket No. 00-AFC-1C on July 19, 2006, and as such decision may be further modified from time to time.

"Affiliate" of any Person means an individual or entity that directly or indirectly controls, is controlled by or is under common control with such Person, whether by ownership of an equity interest or otherwise.

"Agreement" has the meaning set forth in the first paragraph of this Agreement.

"Agreement Dispute" has the meaning set forth in Section 12.11.

"Ammonia Facility RMP" has the meaning set forth in the Services Agreement.

"Apportioned Property Taxes" has the meaning set forth in Section 6.04(b)(vi).

"Assets and Properties" of any Person means all assets and properties of any kind, nature, character and description (whether real, personal or mixed, whether tangible or intangible, whether absolute, accrued, contingent, fixed or otherwise and wherever situated), including the goodwill related thereto, operated, owned or leased by such Person, including cash,

Confidential
drolma@remedylaw.com
2022-08-05 11:37:35-0400

cash equivalents, accounts and notes receivable, chattel paper, documents, instruments, general intangibles, real estate, equipment, inventory and goods.

"Assigned Contracts" means those contracts identified and listed in Exhibit I, including any amendments or modifications thereto, and any additional contracts entered into by Sellers after the ATA Execution Date that the Parties agree shall become Assigned Contracts pursuant to Section 6.02(b)(v).

"Assignment and Assumption Agreement" means the agreement in the form attached hereto as Exhibit A.

"Assumed Liabilities" means: (a) all Liabilities and obligations that arise out of or relate to the ownership, construction, use, operation or maintenance of the CC8 Assets, or the ownership, construction, use, operation or maintenance of the CC8 Project, including those Liabilities and obligations arising out of or related to the Equipment, the Assigned Contracts, the ATC Permit, the CC8 Improvements and the CC8 Real Property (collectively, the "CC8 Liabilities"), in each case relating to facts, circumstances, acts or omissions occurring or arising on or after the Closing Date; (b) all Liabilities and obligations that arise out of or relate to the condition of the CC8 Assets as of the Closing, including all Liabilities and obligations arising from or relating to (i) the presence of any Hazardous Substance in, on, under, about or incorporated in the CC8 Real Property or the CC8 Improvements, however and whenever deposited, whether prior to, on or after the Closing, and (ii) any Remediation that may be required under any Environmental Law with respect to any Hazardous Substance existing in, on, under, about or incorporated in or migrating from the CC8 Real Property or the CC8 Improvements; (c) all Liabilities and obligations assumed by Delta for any CC8 Asset pursuant to Section 2.3(a) (including all subparts thereof) of the Original Purchase and Sale Agreement; and (d) all CC8 Liabilities that are specifically disclosed in Exhibit T, however and whenever existing, whether prior to, on or after the Closing; provided, however, that, notwithstanding anything to the contrary in the foregoing clauses (a) through (d), the Assumed Liabilities shall not include any Excluded Liabilities.

"ATA Execution Date" means June 10, 2005.

"ATA Restatement Date" means the date set forth in the first paragraph above.

"ATC Permit" means (a) the Authority to Construct issued by the BAAQMD for the CC8 Project, (b) if transferable to Buyer, the Final Determination of Compliance prepared by the BAAQMD and transmitted to the CEC for the CC8 Project, and (c) if transferable to Buyer, the Authority to Construct an oil water separator for the CC8 Project issued by the BAAQMD.

"BAAQMD" means the Bay Area Air Quality Management District, or its regulatory successor.

"Bankruptcy Proceedings" has the meaning set forth in the Settlement Agreement.

"Bill of Sale" means the bill of sale in the form attached hereto as Exhibit B.

"Bridge Period" has the meaning set forth in Section 6.01(a).

Confidential
Proprietary
2022-08-09 17:57:38 GMT

"Business Day" means a day other than Saturday, Sunday or any day on which banks located in San Francisco, California are authorized or obligated to close.

"Buyer" has the meaning set forth in the first paragraph of this Agreement.

"Buyer Consents" means those consents listed as Buyer Consents in Exhibit P.

"B&V" means Black & Veatch Construction, Inc.

"B&V Overpayment" means the prepaid amounts or overfunded reserve amounts paid by Delta under the EPC Contract, plus 50% of the interest credited by B&V, as of the Closing Date. As of the Settlement Execution Date, the B&V Overpayment was $3,644,453.16, plus 50% of the $979,422.19 of interest credited by B&V.

"B&V Overpayment Reimbursement" has the meaning set forth in Section 2.12.

"CAISO" means the California Independent System Operator, a California public benefit corporation, or its successor.

"CC8 Alternative Consideration" has the meaning set forth in the Settlement Agreement.

"CC8 Application" means the application prepared by Buyer and filed with the CPUC seeking approval of Buyer's acquisition of the CC8 Assets and its consummation of the transactions provided for in this Agreement and the other Transaction Documents.

"CC8 Assets" means: (a) the Equipment; (b) the CC8 Real Property; (c) the Assigned Contracts; (d) the ATC Permit, including any right, title and interest that Delta does or may retain, as of the ATA Execution Date, in the Emission Reduction Credits, as specified in Section 2.03(b); (e) the CC8 Improvements; and (f) the CC8 Records.

"CC8 Baseline Plant Design" means the configuration and design of the CC8 Project as described in the Settlement Execution Date AFC Permit; provided that Delta may update and modify the Settlement Execution Date AFC Permit to address or provide for: (a) alternatives to the use of the Contra Costa Power Plant's existing demineralizer or other existing water treatment equipment to meet the process water needs of the CC8 Project described in the Settlement Execution Date AFC Permit; (b) a separate oil water separator that would be used for the CC8 Project; or (c) other updates or modifications requested by Buyer to which Delta may agree based on engineers' input from both Delta and Buyer; provided, further, that Delta may waive or otherwise elect not to undertake or seek approval of any of the updates, modifications or alternatives provided for in subparts (a)-(c) in its sole discretion.

"CC8 Escrow Agreement" has the meaning set forth in the Settlement Agreement.

"CC8 Improvements" means all improvements located on the CC8 Real Property, including the warehouse and concrete pads currently located on the CC8 Real Property, but excluding improvements that are specifically designated as Excluded Assets.

Confidential
dreamer@dreamerlaw.com
2022-03-04 11:37:38 -0400

"CC8 Improvements Grant Deed" means the grant deed by Delta in favor of Buyer in the form attached hereto as Exhibit R-1 pursuant to which Delta shall, under the circumstances specified in Section 2.02(b)(ii), transfer ownership of the CC8 Improvements to Buyer on the Closing Date.

"CC8 Liabilities" has the meaning set forth in the definition of Assumed Liabilities.

"CC8 Lot Line Adjustment" has the meaning set forth in Section 6.06.

"CC8 Lot Split" has the meaning set forth in Section 6.06.

"CC8 Petition for Modification" has the meaning set forth in Section 7.02(a)(iii).

"CC8 Project" means the proposed nominally rated 530 megawatt, natural gas-fired, combined cycle combustion turbine power project generally known as the Contra Costa Unit 8 Power Project, to be located on the CC8 Real Property.

"CC8 Real Property" means that certain land that is located in unincorporated Contra Costa County, California just north of the City of Antioch, as more particularly described in Exhibit K.

"CC8 Records" means all files, documents, instruments, papers, drawings, conceptual drawings, sepias, bluelines, engineering documents, equipment operating manuals and procedures, reports, books and records of Sellers relating specifically (but not necessarily exclusively) to the CC8 Assets but not to any Retained Permit, including any regulatory documentation or files, documentation relating to any litigation, adverse claims or demands and documentation relating to the ATC Permit, but excluding any such items: (a) to the extent that they disclose information regarding the financial performance or projected financial performance of Sellers, any of their Affiliates or any Delta Power Plant that cannot be readily redacted; (b) to the extent that any applicable Law prohibits their transfer; (c) to the extent that any transfer thereof would cause Sellers or any of their Affiliates to violate confidentiality provisions thereunder; provided that Sellers shall use, and shall cause their applicable Affiliates to use, commercially reasonable efforts to obtain authorization from the appropriate Persons to effectuate such transfer; or (d) prepared by Sellers specifically and solely for the sale of the CC8 Assets and/or negotiation of the Settlement Agreement, this Agreement or any other Transaction Document.

"CC8 Triggering Event" has the meaning set forth in the Settlement Agreement, as supplemented in accordance with the Settlement Agreement by Section 2.06.

"CEC" means the California Energy Resources Conservation and Development Commission, also known as the California Energy Commission, or its regulatory successor.

"CEC Authorization" has the meaning set forth in the Regulatory Plan.

"Closing" has the meaning set forth in Section 3.01.

Confidential
arcomemo@memelaw.com
2022-05-09 17:37:39 -0400

"Closing Date" means the date on which the Closing actually occurs as provided in Section 3.01.

"Code" means the Internal Revenue Code of 1986, as amended.

"Combustion Turbine Generators" means the two General Electric Frame 7FA natural gas-fired combustion turbine generators, including inlet evaporative cooling and power augmentation, and associated auxiliaries and related equipment, that have been identified for use in connection with the development, construction and operation of the CC8 Project.

"Compliance and Tort Liabilities" means (a) any fine or other monetary penalty levied by a Governmental or Regulatory Authority as a result of acts or omissions by Sellers with respect to the CC8 Assets prior to Closing, including for violations of Environmental Laws; and (b) any Liability for loss of life, injury to persons or property or damage to natural resources (whether or not such loss of life, injury to persons or property or damage arose or was made manifest after the Closing Date) caused (or allegedly caused) by acts or omissions of Sellers with respect to the CC8 Assets prior to Closing.

"Confidentiality Stipulation" has the meaning set forth in Section 6.07(a).

"Consents" means, collectively, the Seller Consents and the Buyer Consents.

"Consideration" has the meaning set forth in Section 2.07.

"Contested Taxes" has the meaning set forth in Section 6.04(b)(vi).

"Contested Taxes Amount" has the meaning set forth in Section 6.04(b)(vi).

"Contra Costa Land" means the entire parcel of land owned by Delta as of the ATA Execution Date on which the Contra Costa Power Plant is situated, as more particularly described in Exhibit L, but excluding the CC8 Real Property.

"Contra Costa Power Plant" means the electricity generating facility in existence as of the ATA Execution Date that is (a) generally known as the Contra Costa Power Plant, (b) located on the Contra Costa Land, and (c) owned by Delta, but excluding the CC8 Assets.

"Contra Costa Site" means, collectively, the CC8 Real Property and the Contra Costa Land.

"Coordination Agreement" means the Coordination Agreement to be entered into by Delta and Buyer on the Closing Date in the form attached hereto as Exhibit C.

"Cost Reimbursement" has the meaning set forth in Section 6.04(b).

"CPUC" means the California Public Utilities Commission or its regulatory successor.

"CPUC Approval" has the meaning set forth in Section 7.02(a)(iii).

Confidential
andrman@siemenslaw.com
20220809 11:37:38 -0400

"Current AFC Permit" means the Settlement Execution Date AFC Permit, as modified by the order issued by the CEC in Docket No. 00-AFC-1C on July 19, 2006.

"Damages" has the meaning set forth in Section 10.02(a).

"Debtors" has the meaning set forth in the Settlement Agreement.

"Delta" has the meaning set forth in the first paragraph of this Agreement.

"Delta Baseline Plant Design" means configurations, designs, operating profiles and permit and regulatory approvals, conditions and mitigation requirements that will allow the Delta Power Plants to be capable of being maintained and operated for a period of not less than ten (10) years after the Settlement Effective Date: (a) at an annual operating capacity factor for each unit of the Delta Power Plants of up to fifty percent (50%), and with all such units able to be operated simultaneously at maximum capacity at any time; and (b) with Permit and environmental compliance and mitigation costs that are consistent with the historical Permit and environmental compliance and mitigation costs incurred or required to be incurred by Delta through the Settlement Effective Date.

"Delta Power Plants" means, collectively, the Contra Costa Power Plant and the Pittsburg Power Plant.

"Discharge Point E-006" means discharge point E-006 on the Contra Costa Land as more particularly shown on Exhibit V.

"Discharge Point E-010" means discharge point E-010 on the Contra Costa Land as more particularly shown on Exhibit V.

"Discharged Liabilities" means those Liabilities arising from or related to the CC8 Assets that are discharged pursuant to the confirmation order for the Mirant Plan (whether such Liabilities are asserted before or after the effective date of the Mirant Plan), as determined by the Mirant Bankruptcy Court.

"Discharged Liability Claim" has the meaning set forth in Section 10.04.

"Easement Agreements" means the easement agreements in the forms attached hereto as Exhibit F.

"Easements" means those easements described in the Easement Agreements as being granted to Buyer by Delta, and those easements reserved by Delta in the Lease Agreement and the Grant Deed.

"Emission Reduction Credits" has the meaning set forth in Section 2.03(b).

"Encumbrance" means any mortgage, pledge, assessment, security interest, deed of trust, lease, easement, adverse claim, levy, charge, lien or other encumbrance of any kind, or any conditional sale or title retention agreement or other agreement to give any of the foregoing in the future.

Confidential
dnadmin@riemerlaw.com
2022-08-09 11:37:38 -0400

"Environmental Law" means any applicable federal, state, regional or local statutes, regulations, ordinances, codes, permits, orders or published decisions relating to (a) air emissions, Hazardous Substances, storage, use and release to the environment of Hazardous Substances, generation, treatment, storage and disposal of Hazardous Substances, wastewater discharges, protection of listed species of animals and plants and similar environmental matters, or (b) the impact of the matters described in the preceding clause upon human health or the environment, including the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 5101, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Law (33 U.S.C. § 1251, et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Oil Pollution Act (33 U.S.C. § 2701 et seq.), the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.), the Endangered Species Act (16 U.S.C. § 1531, et seq.), the Porter-Cologne Water Quality Control Act (Cal. Wat. Code § 13020 et seq.), the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5, et seq.), the Hazardous Substance Account Act (Cal. Health & Safety Code § 25300, et seq.), the Hazardous Waste Control Act (Cal. Health & Safety Code § 39000, et seq.), the California Air Resources Code (Cal. Health & Safety Code § 39000, et seq.), the California Endangered Species Act (Cal. Fish & Game Code §2050, et seq.) and the California Native Plant Protection Act (Cal. Fish & Game Code § 1900, et seq.).

"EPC Contract" means the Engineering, Procurement and Construction Agreement between Delta and B&V dated as of July 12, 2001.

"Equipment" means the machinery, equipment, materials, items and other tangible assets listed in Exhibit H.

"EWG Determination" has the meaning set forth in Section 6.08(a).

"Excluded Assets" means all Assets and Properties of Sellers and their Affiliates, other than the CC8 Assets, including: (a) the Delta Power Plants; (b) the natural gas pipeline located on the CC8 Real Property and used as of the ATA Execution Date to provide natural gas to the Contra Costa Power Plant; (c) all wastewater discharge pipes, structures and facilities located on the CC8 Real Property, if any, that are used as of the ATA Execution Date in connection with wastewater management and wastewater discharge for the Contra Costa Power Plant; (d) the power pole, emergency sirens, antennas and power and communications lines located on the CC8 Real Property and used as of the ATA Execution Date in connection with the emergency response needs of the Contra Costa Power Plant; (e) all identifying signage for the Contra Costa Power Plant located on the CC8 Real Property as of the ATA Execution Date; (f) any and all real property rights or interests of Sellers other than (i) the Easements granted to Buyer, (ii) the rights granted to Buyer under the Grant Deed and the Lease Agreement and (iii) the rights of Buyer to the CC8 Improvements; and (g) the B&V Overpayment.

"Excluded Liabilities" means (a) those Liabilities and obligations arising out of or related to the Assigned Contracts, the CC8 Records and the ATC Permit relating to acts or omissions of Sellers prior to the Closing Date, (b) Discharged Liabilities, or (c) Compliance and Tort Liabilities; provided, however, that, notwithstanding anything to the contrary in the

Confidential
dmahman@riemerlaw.com
4/22/2009 11:37:38 AM

foregoing clauses (a)-(c), the Excluded Liabilities shall not include any Liabilities or obligations disclosed in Exhibit T.

"Expiration Date" has the meaning set forth in Section 10.01.

"FERC" means the Federal Energy Regulatory Commission or its regulatory successor.

"FERC Authorizations" means the Section 203 Approval and, unless waived by Delta in accordance with Section 6.08(a), the EWG Determination.

"Final Contested Taxes Decision" has the meaning set forth in Section 6.04(b)(vi).

"Final Cost Reimbursement Amount" has the meaning set forth in Section 6.04(e).

"Final Protest Termination Date" has the meaning set forth in Section 6.04(e).

"Governmental or Regulatory Authority" means any court, tribunal, arbitrator, authority, agency, body, bureau, commission, department, official or other instrumentality of the United States or any state, county, city or other political subdivision.

"Grant Deed" means the grant deed by Delta in favor of Buyer in the form attached hereto as Exhibit R pursuant to which Delta shall, under the circumstances specified in Section 2.02(b)(i), transfer ownership of the CC8 Real Property and the CC8 Improvements to Buyer on the Closing Date.

"Hazardous Substance" means any chemical, material or substance that is defined, listed or regulated under applicable Environmental Laws as a "hazardous" or "toxic" substance or waste, or as a "contaminant," or is otherwise listed or regulated under applicable Environmental Laws because it poses a hazard to human health or the environment.

"Implementing Agreements" has the meaning set forth in the Settlement Agreement.

"Improvements Property Tax" means that portion of the total tax (excluding penalties) shown on the Property Tax Bill determined by multiplying the total tax (excluding penalties) by a fraction the numerator of which is the assessed value of the improvements and the denominator of which is the total assessed value, both as shown on the Property Tax Bill.

"Indemnification Claim Notice" has the meaning set forth in Section 10.02(c).

"Indemnified Party" has the meaning set forth in Section 10.02(c).

"Indemnitee" has the meaning set forth in Section 10.02(c).

"Initial Transfers" has the meaning set forth in Section 2.02(b)(ii).

Confidential
dredmen@sierralaw.com
2022-08-09 11:37:38 0400

"Jurisdiction Trigger Date" has the meaning set forth in Section 12.11.

"Land Property Tax" means that portion of the total tax (excluding penalties) shown on the Property Tax Bill determined by multiplying the total tax (excluding penalties) by a fraction the numerator of which is the assessed value of the land and the denominator of which is the total assessed value, both as shown on the Property Tax Bill.

"Law" means any Federal, state, regional or local law, statute or ordinance, or any law, rule, regulation, order, decision, code, permit, interpretation, judgment, decree, directive, published guidelines, policy or similar form of pronouncement promulgated by any Governmental or Regulatory Authority having the effect and force of law.

"Lease Agreement" means the lease agreement to be entered into by Delta and Buyer on the Closing Date under the circumstances specified in Section 2.02(b)(ii), in the form attached hereto as Exhibit E.

"Liability" means any liability (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due), including any Liability for Taxes except with respect to those Taxes that are addressed in Section 2.08, Section 2.09 and Section 6.04(b)(vi).

"Long Term Service Agreement" means the Long Term Service Agreement by and between Mirant Procurement and General Electric International, Inc., dated as of June 16, 2004.

"Maintenance Schedule" means the maintenance schedule attached hereto as Exhibit N setting forth the agreed standards for maintenance and preservation of the Equipment.

"Master Agreement" has the meaning set forth in Section 2.03(c).

"Mediation Trigger Date" has the meaning set forth in Section 12.11(a)(ii).

"Mirant Bankruptcy Court" means the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division.

"Mirant Bankruptcy Court Approval" has the meaning set forth in the Settlement Agreement.

"Mirant Parties" has the meaning set forth in the Settlement Agreement.

"Mirant Plan" means the plan of reorganization under title 11 of the United States Code that is filed with the Mirant Bankruptcy Court and that governs the disposition of Delta's estate.

"Mirant Procurement" has the meaning set forth in the first paragraph of this Agreement.

Confidential
dredman@rienerlaw.com
2022-08-09 11:37:38-0400

"Montezuma Enhancement Site" means that certain real property described in Exhibit S.

"New Master Agreement" has the meaning set forth in Section 2.03(c).

"NPDES" means the National Pollutant Discharge Elimination System.

"Objectives" means the objectives specified under the heading "Objectives" in the Regulatory Plan.

"Order" means any order, decision, authorization, writ, judgment, decree, assessment with respect to fines or penalties, injunction or similar order of any Governmental or Regulatory Authority (in each such case whether preliminary or final).

"Original CPUC CC8 Decision" has the meaning set forth in Section 7.02(a)(iii).

"Original Purchase and Sale Agreement" has the meaning set forth in the Settlement Agreement.

"Owned Equipment" means the Equipment identified in Exhibit G.

"Paid Reimbursable Costs" has the meaning set forth in Section 6.04(c).

"Parties" and/or "Party" means all or any of Sellers and Buyer, as the case may be.

"Permits" means, collectively, the AFC Permit, the Retained Permits and the ATC Permit.

"Permitted Encumbrances" means Encumbrances (a) for Taxes or assessments not yet due and payable or for those property taxes being contested in good faith as of the Closing Date, (b) arising under the Assumed Liabilities, (c) in favor of vendors or contractors in Equipment not owned by Sellers as of the Closing Date, and (d) existing with respect to the CC8 Real Property as of the Closing Date pursuant to that certain Credit Agreement among Mirant North America, LLC, as Borrower, the Several Lenders from Time to Time Parties thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, and Deutsche Bank Securities Inc. and Goldman Sachs Credit Partners, L.P., as Co-Syndication Agents dated as of January 3, 2006.

"Permit Trigger" has the meaning set forth in Section 2.06(a).

"Permitting Costs" has the meaning set forth in Section 6.04(a)(i).

"Person" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or other entity that is not a Governmental or Regulatory Authority.

"PG&E Switchyard" means the switchyard owned by PG&E and situated on the parcel that is adjacent to the Contra Costa Land.

Confidential
dmorgen@riemerlaw.com
2022.02.09 11:37:38 -0400

"Pittsburg Power Plant" means the electricity generating facility in existence as of the ATA Execution Date that is (a) generally known as the Pittsburg Power Plant, (b) located in Pittsburg, California, and (c) owned by Delta.

"Project Labor Agreement" means the Project Labor Agreement for the Contra Costa Power Plant Unit 8 Power Project, Contra Costa County, California by and between Mirant Delta, LLC (f/k/a Southern Energy Delta, LLC), State Building & Construction Trades Council of California and Contra Costa Building & Construction Trades Council dated January 5, 2001.

"Property Tax Bill" means the Contra Costa County Secured Property Tax Bill for the Contra Costa Site for the applicable fiscal year.

"Proposed CPUC CC8 Decision" has the meaning set forth in Section 7.02(a)(iii).

"Protest Notice" has the meaning set forth in Section 6.04(c).

"Protocols" means the protocols specified under the heading "Protocols" in the Regulatory Plan.

"PWCM Costs" has the meaning set forth in Section 6.04(a)(ii).

"Quarterly Reimbursable Cost Notice" has the meaning set forth in Section 6.04(c).

"Refund/Credit" has the meaning set forth in Section 2.09(b).

"Refund Claim Assets" has the meaning set forth in Section 2.09(b).

"Regulatory Plan" means the regulatory plan that is attached hereto as Exhibit M.

"Reimbursable Costs" means, subject to Section 1.02(k), all reasonable third-party and out-of-pocket costs, fees, expenses and payments that are incurred by Delta after the Settlement Execution Date, including all reasonable third-party and out-of-pocket costs, fees, expenses and payments imposed or required by any Governmental or Regulatory Authority, all reasonable third-party and out-of-pocket costs, fees and expenses for legal, consulting, scientific, technical, expert, engineering, design, construction and professional services, all reasonable costs, fees and expenses of outside contractors and insurance providers, all real property Taxes payable with respect to the CC8 Real Property and the CC8 Improvements during the period after the Settlement Execution Date, and all Damages; provided, however, that costs incurred in connection with the resolution of disputes and discussions among the Parties relating to implementation or enforcement of this Agreement shall be excluded.

"Remediation" means any or all of the following activities to the extent they relate to or arise from the presence of Hazardous Substances in the soil or groundwater or both: (a) monitoring, investigation, cleanup, containment, capping, remediation, removal, transporting offsite for disposal, mitigation, response or restoration work, and any operation, maintenance, repair or replacement of any structures, equipment, containment material or the like installed or

Confidential
aroseman@riemerlaw.com
2009-09-09 11:37:38 0400

constructed in connection with any of the foregoing (including any removal or replacement of underground utilities) (collectively, the "Remediation Activities"); (b) obtaining any permits, consents, approvals or authorization of any Governmental or Regulatory Authority to the extent necessary to conduct any Remediation Activities; (c) preparing and implementing any plans or studies for any Remediation Activities; (d) communicating with any Governmental or Regulatory Authority with jurisdiction under Environmental Laws over the activities described in subparts (a) through (c) and (e) of this definition; and (e) any other activities that are required under Environmental Laws to address the presence of Hazardous Substances in the soil or groundwater or both.

"Required Approvals" has the meaning set forth in the Settlement Agreement.

"Retained Liabilities" means (a) all Liabilities and obligations arising out of the ownership, use, operation or maintenance of the CC8 Assets and relating to facts, circumstances, acts or omissions occurring or arising during the period prior to the Closing Date; (b) all Liabilities and obligations arising out of the ownership, use, operation or maintenance of the Excluded Assets described in clauses (b) through (g) of the definition thereof; and (c) Compliance and Tort Liabilities; provided, however, that, notwithstanding anything to the contrary in the foregoing clauses (a) through (c), the Retained Liabilities shall not include any Assumed Liabilities, Discharged Liabilities or Liability to Buyer for defects in title to the CC8 Real Property as of the Closing Date, including matters of, on and off record affecting the CC8 Real Property.

"Retained Permit Records" means any regulatory documentation or files relating to the Retained Permits, but excluding any such items: (a) to the extent that they disclose information regarding the financial performance or projected financial performance of Sellers, any of their Affiliates or any Delta Power Plant that cannot be readily redacted; (b) to the extent that any disclosure thereof would cause Sellers or any of their Affiliates to violate confidentiality provisions thereunder; provided that Sellers shall use, and shall cause their applicable Affiliates to use, commercially reasonable efforts to obtain authorization from the appropriate Persons to effectuate such disclosure; or (c) prepared by Sellers specifically and solely for the sale of the CC8 Assets and/or negotiation of the Settlement Agreement, this Agreement or any other Transaction Document.

"Retained Permits" means any Federal, state, regional or local government or regulatory permit, license, certificate, approval, registration, biological opinion or other authorization that (a) if the CC8 Project were designed and constructed as contemplated in the Settlement Effective Date AFC Permit, would apply to or otherwise directly affect the development, construction, ownership, operation or maintenance of the CC8 Project, and (b) will be retained by Delta, including those identified as Retained Permits in Exhibit J, but excluding the ATC Permit and the AFC Permit.

"RMR Agreements" has the meaning set forth in the Settlement Agreement.

"Second Wraparound Agreement" means the Power Purchase and Sale Agreement (Second Wraparound Agreement) by and among Delta, Mirant Potrero, LLC and Buyer dated as of January 13, 2005.

Confidential
Proof of Settlement
2012-08-09 137:58-0400

"Section 203 Approval" has the meaning set forth in Section 6.08(b).

"Seller" has the meaning set forth in the first paragraph of this Agreement.

"Seller Consents" means those consents listed as Seller Consents on Exhibit Q.

"Sellers" has the meaning set forth in the first paragraph of this Agreement.

"Seller's Knowledge" means, with respect to each Seller, the actual knowledge of the individuals who are identified for such Seller in Exhibit U or those individuals who, as of the Closing Date, perform any of the job functions of the individuals identified on Exhibit U as of the ATA Execution Date.

"Services Agreement" means the Services Agreement to be entered into by Delta and Buyer on the Closing Date in the form attached hereto as Exhibit D.

"Settlement" has the meaning set forth in the Settlement Agreement.

"Settlement Agreement" means the Settlement and Release of Claims Agreement dated as of January 13, 2005 among each of the Mirant Parties, the California Parties and OMOI, as such terms are defined in such Settlement and Release of Claims Agreement.

"Settlement Effective Date" has the meaning set forth in the Settlement Agreement.

"Settlement Execution Date" means the execution date of the Settlement Agreement, which the Parties acknowledge to have occurred on January 14, 2005.

"Settlement Execution Date AFC Permit" means the decision of the CEC issued in CEC Docket No. 00-AFC-1 on May 30, 2001 approving Delta's Application for Certification of the CC8 Project, as such decision had been modified as of the Settlement Execution Date.

"Substation Facilities" means all equipment and facilities up to the bus selector switches constituting the breaker positions for Contra Costa Power Plant Units 4 and 5, including the breakers, disconnects, deadend structure, the protection, controls and metering system associated with the breakers and ancillary equipment located in the PG&E Switchyard.

"Switchyard Easement" has the meaning set forth in Section 6.09.

"Tax" means all of the following taxes to which a Party is subject or otherwise liable in connection with the ownership and operation of the CC8 Assets, or the transactions contemplated hereby: any Transfer Tax, franchise, license, severance, occupation, premium, property, environmental tax, custom, duty or other similar tax, governmental fee or like assessment imposed by any Governmental or Regulatory Authority responsible for the imposition of any such tax in the United States, but excluding net income, alternative or add-on minimum tax, gross income, gross receipts or windfall profit tax.

"Tennessee Transfer Taxes" has the meaning set forth in Section 2.09(c).

confidential
orderman@riemerlaw.com
2022-08-10 11:37:36-0400

"Third Party Claim" has the meaning set forth in Section 10.02(d).

"Title Company" has the meaning set forth in Section 8.06.

"Title Policy" has the meaning set forth in Section 8.06.

"Transaction Documents" means this Agreement, the Bill of Sale, the Assignment and Assumption Agreement, the Coordination Agreement, the Services Agreement, the Lease Agreement, the Easement Agreements, the CC8 Improvements Grant Deed and the Grant Deed.

"Transfer Tax" means any applicable excise, sales, transfer, documentary, filing, recordation, real estate conveyance, stamp, use, value added, and other similar taxes, levies, fees and charges arising out of the transactions and activities contemplated by this Agreement.

"Warranty Extensions" has the meaning set forth in Section 6.03(a).

1.02 Construction of Certain Terms and Phrases.

Unless the context of this Agreement otherwise requires: (a) words of any gender include each other gender; (b) words using the singular or plural number also include the plural or singular number, respectively; (c) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement; (d) the terms "Article," "Section" or "Exhibit" refer to the specified Article, Section or Exhibit of this Agreement; (e) all references to Articles, Sections or Exhibits shall be to all subparts of such Articles, Sections and Exhibits; (f) the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or;" (g) the term "including" or "includes" means "including without limitation" or "includes without limitation;" (h) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement; (i) reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (j) reference to any law (including statutes and ordinances) means such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder; and (k) reference to third-party and out-of-pocket costs, fees and expenses shall exclude any payments to Affiliates (other than for reimbursement without mark-up for costs, fees and expenses paid to unaffiliated third parties by Affiliates). Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified.

ARTICLE II

TRANSFER OF ASSETS

2.01 Effective Date.

The Parties' obligations under this Agreement are effective as of the ATA Execution Date.

Confidential
jlorran@rendlaw.com
2024-08-09 11:36:38 -0400

2.02 Asset Transfer.

(a) Subject to the terms and conditions of this Agreement, at the Closing, Sellers shall sell, transfer, convey, assign and deliver to Buyer, free and clear from all Encumbrances other than Permitted Encumbrances, and Buyer shall purchase, acquire and accept from Sellers, all of Sellers' right, title and interest in and to the CC8 Assets; provided, however, that the CC8 Real Property and the CC8 Improvements shall be transferred and delivered in the manner specified in Section 2.02(b), the Substation Facilities shall be transferred and delivered in the manner specified in Section 2.02(c) and the ATC Permit shall be conveyed by such Orders, modifications, amendments, notices or other actions as are required under applicable Law to transfer the ATC Permit to Buyer. To the extent that any CC8 Assets are owned by any Affiliates of Sellers, Sellers shall cause each such Affiliate to convey such CC8 Assets to Buyer, or to one of Sellers for conveyance to Buyer, on or prior to the Closing, in accordance with the terms hereof.

(b) At the Closing:

(i) If the CC8 Lot Adjustment or the CC8 Lot Split has been completed as of the Closing Date in accordance with Section 6.06(a), and if the Permitted Encumbrances referenced in subpart (d) of the definition thereof have been removed in accordance with Section 6.06(b), then: (A) Delta shall transfer the CC8 Real Property and the CC8 Improvements to Buyer pursuant to the Grant Deed; (B) Delta shall grant to Buyer the Easements and rights of access that are provided for in the Easement Agreements; and (C) Delta shall reserve the Easements and rights of access that are provided for in the Grant Deed.

(ii) If neither the CC8 Lot Split nor the CC8 Lot Line Adjustment has been completed as of the Closing Date in accordance with Section 6.06(a), or if the Permitted Encumbrances referenced in subpart (d) of the definition thereof have not been removed in accordance with Section 6.06(b), then: (A) Delta shall (1) lease the CC8 Real Property to Buyer pursuant to the Lease Agreement, and (2) transfer the CC8 Improvements to Buyer pursuant to the CC8 Improvements Grant Deed (the transfers specified in (1) and (2) collectively are the "Initial Transfers"); (B) Delta shall grant to Buyer the Easements and rights of access that are provided for in the Easement Agreements; (C) Delta shall reserve the Easements and rights of access that are provided for in the Lease Agreement; and (D) Delta shall transfer the CC8 Real Property to Buyer pursuant to the Grant Deed upon the later to occur of (1) completion of the CC8 Lot Split or the CC8 Lot Line Adjustment, and (2) unless waived by Buyer in accordance with the Lease Agreement, removal of the Permitted Encumbrances referenced in subpart (d) of the definition thereof.

Confidential
draft@perkinscoie.com
202-654-6200 | 415-344-7000

(c) Delta shall sell, transfer, convey and deliver to Buyer, free and clear of all Encumbrances other than Permitted Encumbrances, and Buyer shall purchase acquire and accept from Delta, all of Delta's right, title and interest in and to the Substation Facilities on the latest of the following dates: (i) the date specified by Buyer for Delta to discontinue use of the Substation Facilities pursuant to Section 2.05 of the Coordination Agreement; (ii) the date that the Section 203 Approval is effective and no longer subject to appeal; or (iii) the date that the CAISO and, to the extent required by applicable Law, any other Governmental or Regulatory Authority, gives written authorization to discontinue all operations at Units 4 and 5 of the Contra Costa Power Plant on a permanent basis.

(d) Notwithstanding anything in this Agreement to the contrary: (i) from and after the Closing, Sellers and their Affiliates shall retain all of their right, title and interest in and to the Excluded Assets; (ii) Sellers may retain an archival copy of the CC8 Records and other documents or materials conveyed hereunder, provided that Sellers shall keep such information confidential in accordance with the terms of Section 12.01; and (iii) if requested by Buyer, Delta shall provide Buyer with a copy of the Retained Permit Records related to Delta's Ammonia Facility RMP and its NPDES industrial general and construction and stormwater permit and related compliance documents, including inspection records applicable to discharges at Discharge Point E-006 and Discharge Point E-010, at Buyer's sole cost and expense; provided that, if Delta marks any of such Retained Permit Records as confidential, then Buyer shall keep such Retained Permit Records confidential in accordance with the terms of Section 12.01.

(e) Buyer acknowledges and agrees that, except to the extent otherwise provided in this Agreement, the CC8 Assets are sold "AS-IS, WHERE IS," without any warranty, including as to condition, specification, usefulness, repair or other characteristics, and SELLERS HEREBY EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF CONDITION, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

2.03 Assignability and Consents.

(a) Subject to the terms and conditions of this Agreement and to obtaining any required consents, as of the Closing Date, Sellers shall assign to Buyer the Assigned Contracts as provided pursuant to (i) the Assignment and Assumption Agreement, and (ii) any other agreements that may be executed by Buyer and the relevant Seller at the request of a counterparty to an Assigned Contract ("Additional Assignment Agreements").

(b) The Parties acknowledge that the emission reduction credits purchased or otherwise owned by Delta in connection with its planned development of the CC8 Project have been sequestered into the ATC Permit (the "Emission Reduction Credits") and will be applied to the construction, ownership and operation of the CC8 Project upon full development of the CC8 Project in accordance with the applicable rules and regulations of the BAAQMD. At Closing, Delta hereby transfers to Buyer any right, title and interest that Delta does or may retain in the Emission Reduction Credits, including any interest in receiving an offset refund under Section 2-2-422 of the BAAQMD's Rules and Regulations if the CC8 Project is not constructed or is operated with lower emissions than currently permitted in the ATC Permit.

Original of electronic filing received in the docket on 2022-08-09 14:27:56 PM

(c) The Parties acknowledge that, as of the ATA Execution Date, the agreements specified under the heading Master Agreements in Exhibit I apply to the specified portion of the Equipment and also to Excluded Assets ("Master Agreements"). Sellers shall use commercially reasonable efforts to either: (i) amend and modify each such Master Agreement such that it no longer applies to any Equipment and obtain a new, separate agreement ("New Master Agreement") between Sellers or their Affiliates and the relevant vendor that provides for such vendor to provide the same services to Sellers or their Affiliates with respect to the relevant Equipment that are currently provided under such Master Agreement on the same terms and conditions as contained in such Master Agreement, and that is executed by Sellers or their Affiliates and allows Sellers or their Affiliates to assign and transfer all of their rights and obligations under such New Master Agreement to Buyer, or (ii) assign at Closing the portions of such Master Agreement applicable to the relevant Equipment to Buyer. If a New Master Agreement is executed before the Closing, Sellers shall, subject to the terms and conditions of this Agreement and subject to obtaining any required consents, as of the Closing Date, assign to Buyer such New Master Agreement as an Assigned Contract pursuant to the Assignment and Assumption Agreement.

2.04 Assumption of Assumed Liabilities.

Subject to the terms and conditions of this Agreement, and pursuant to the Assignment and Assumption Agreement, as of the Closing Date, Buyer agrees to assume, satisfy, perform, pay and discharge the Assumed Liabilities in accordance with the terms thereof.

2.05 [Reserved.]

2.06 CC8 Alternative Consideration.

(a) The Parties acknowledge that Section 8.8 of the Settlement Agreement identifies six events, each of which is defined as a CC8 Triggering Event. In addition to those six events, the Permit Trigger shall constitute a CC8 Triggering Event for all purposes of the Settlement Agreement, the CC8 Escrow Agreement and this Agreement, provided that the Permit Trigger may be declared only by Buyer. As used herein, the "Permit Trigger" means any modification or proposed modification to the Current AFC Permit or the ATC Permit that is: (i) initiated prior to the Closing Date by a Governmental or Regulatory Authority not as a result of or in response to any request or action by any of the Parties; (ii) contained in a final decision, order, permit or amendment approved by the Governmental or Regulatory Authority, or in a proposed decision, order, permit or amendment that is released for public comment, and, in the case of a proposed modification to the Current AFC Permit, docketed in CEC Docket No. 00-AFC-1C; and (iii) reasonably likely, as determined by Buyer, to have a material adverse effect on Buyer's ability to develop, construct, maintain or operate the CC8 Project.

(b) If any CC8 Triggering Event occurs, upon all other Parties' receipt of notice from a Party that is entitled to declare a CC8 Triggering Event pursuant to Section 8.10 of the Settlement Agreement: (a) this Agreement shall terminate immediately, resulting in the consequences described in Article XI; and (b) the provisions of Section 8.10 of the Settlement Agreement shall govern with respect to the rights and obligations of the Parties arising from the declaration of such CC8 Triggering Event.

Confidential
jhan2n@orienlaw.com
2022-08-09 11:37:38 -0400

2.07 Allocation of Consideration.

If the CC8 Assets are transferred to Buyer pursuant to this Agreement, prior to or as soon as practicable after Closing, the Parties shall agree upon the value of the CC8 Assets (the "Consideration") as of the Closing and the allocation of the Consideration among the CC8 Assets for federal and state income tax and Transfer Tax purposes. Any dispute related to the value of the CC8 Assets or the allocation of the Consideration among the CC8 Assets for federal and state income tax and Transfer Tax purposes shall be resolved in accordance with the dispute resolution provisions set forth in Section 12.11. The Parties shall not, nor shall they permit their respective Affiliates to, take a Federal or state income tax position with any taxing or other public authorities in any jurisdiction that is materially inconsistent with the allocation determined in accordance with this Section 2.07. If the Parties agree that Section 1060 of the Code is applicable to the transaction at Closing, the Parties shall also cooperate with each other in meeting the requirements of that Section and shall each file I.R.S. Form 8594 in accordance with applicable rules and regulations. Each Seller's Federal Employer Identification Number is: Delta 58-2441669 and Mirant Procurement 58-2628316, respectively, and Buyer's Federal Employer Identification Number is 94-0742640. The Parties shall cooperate with each other in filing such change of ownership or other information with state and local taxing authorities as may be required in connection with the payment of any Transfer Taxes.

2.08 Apportioned Obligations.

Each Party shall cooperate so that Apportioned Property Taxes that are due and payable on or prior to the Closing Date are billed directly to and paid by Delta, and that Apportioned Property Taxes that are due and payable after the Closing Date shall be billed directly to and paid by Buyer. In the event that Buyer receives any payment or invoice relating to the Apportioned Property Taxes, Buyer shall promptly (but in any case within sixty (60) days) after receipt of such payment or invoice forward the same to Delta. In the event that Delta receives any payment or invoice relating to the Apportioned Property Taxes, Delta shall promptly (but in any case within sixty (60) days) after receipt of such payment or invoice forward the same to Buyer.

2.09 Payment of Sales, Use and Other Taxes.

(a) Subject to Section 2.09(b), the Parties will cooperate to structure the transfer of the CC8 Assets to Buyer and the Initial Transfers, if applicable, in a manner that minimizes or eliminates Transfer Taxes (including any minimization or elimination of tax resulting from any deduction to which Sellers may be entitled under Section 6012(a)(1) of the California Revenue and Taxation Code). Sellers will maintain complete and adequate receipts, invoices and records concerning any Transfer Taxes paid by Sellers with respect to the transfer of any CC8 Assets occurring on or before the Closing and will make them available to the Buyer in situations in which the Buyer reasonably needs such records (i) to perfect a credit, deduction, exemption or other offset against a tax imposed upon the ownership or use of any CC8 Assets subsequent to the Closing Date or (ii) to respond to audits or other inquiries from Governmental or Regulatory Authorities.

Confidential
dredmon@mirant.com
2002-08-09 11:37:38 -04'00'

(b) Delta may seek a refund or credit (together, "Refund/Credit") for prior Transfer Taxes paid by Delta with respect to any CC8 Assets located in California as of the ATA Execution Date ("Refund Claim Assets"). Any Refund/Credit shall be applied first to offset any Transfer Taxes associated with the transfer of the Refund Claim Assets to Buyer under this Agreement. Any Refund/Credit in excess of such Transfer Taxes amount shall remain the sole property of Delta. To the extent that any Refund/Credit is less than the Transfer Taxes associated with the transfer of the Refund Claim Assets to Buyer under this Agreement, the Parties shall pay the additional Transfer Taxes as set forth in Section 2.09(c). If any Refund/Credit is received after payment of the Transfer Taxes associated with the transfer of the Refund Claim Assets to Buyer under this Agreement, Delta shall, within thirty (30) days of receipt of such Refund/Credit, reimburse Buyer for the full amount of the Transfer Taxes paid by Buyer up to one-half of the Refund/Credit.

(c) Subject to Section 2.09(a) and (b), any Transfer Taxes shall be shared among the Parties as follows: (i) Sellers collectively shall be responsible for fifty percent (50%) of all Transfer Taxes; and (ii) Buyer shall be responsible for fifty percent (50%) of all Transfer Taxes. Transfer Taxes assessed by the State of Tennessee and imposed on the transfer of the Equipment to Buyer ("Tennessee Transfer Taxes") shall be collected and paid as follows. Sellers shall collect from Buyer the entire amount of any Tennessee Transfer Taxes as is required by Tenn. Code Ann. § 67-6-502. Buyer shall pay such amount to Sellers within 15 days of receiving a statement therefore. Sellers shall notify Buyer of the amount of the Tennessee Transfer Taxes at or prior to the Closing. Sellers thereafter shall pay the Tennessee Transfer Taxes to the State of Tennessee. An amount equal to fifty percent (50%) of such Tennessee Transfer Taxes shall be an offset against the Final Cost Reimbursement Amount, if any, owing from Buyer; provided that if fifty percent (50%) of the Tennessee Transfer Taxes exceeds the Final Cost Reimbursement Amount owing from Buyer, then Sellers shall pay such excess to Buyer on the date when payment of the Final Cost Reimbursement Amount is due. If Sellers pay any Transfer Taxes directly to a Governmental or Regulatory Authority in an amount that exceeds Sellers' allocated share of Transfer Taxes pursuant to this Section 2.09, Buyer shall reimburse Sellers for such excess amount within sixty (60) days after receipt of an invoice from Sellers documenting the amount of such Transfer Taxes paid by Sellers for which Buyer is responsible. If Buyer pays any Transfer Taxes directly to a Governmental or Regulatory Authority in an amount that exceeds the Buyer's allocated share of Transfer Taxes pursuant to this Section 2.09, Sellers shall reimburse Buyer for such excess amount within sixty (60) days after receipt of an invoice from Buyer documenting the amount of such Transfer Taxes paid by Buyer for which Sellers are responsible.

2.10 Nonassignable Contracts.

Neither this Agreement nor the Assignment and Assumption Agreement shall be deemed to constitute an assignment of any Assigned Contract if such assignment requires the consent of the other party to the Assigned Contract and such consent is not given, or if such assignment otherwise would constitute a breach of, or cause a loss of contractual benefits under, any such Assigned Contract. Without in any way limiting the obligations of Sellers to use commercially reasonable efforts to obtain all consents necessary to assign the Assigned Contracts to Buyer, if any such consent is not obtained or if such assignment is not permitted irrespective of consent and Buyer agrees to close the transaction and waive such consent, then,

after the Closing, Sellers shall continue to use commercially reasonable efforts to obtain such consent and shall cooperate with Buyer in any arrangement designed to provide Buyer with the rights and benefits (subject to the obligations) under any such Assigned Contracts; provided, however, that nothing in this Section 2.10 requires any Seller to incur any Liability or obligation or to incur any cost or expense that is not reimbursed in full by Buyer.

2.11 Reasonable Efforts; Further Assurances.

(a) Each Party shall use commercially reasonable efforts and shall cooperate in good faith to take, or cause to be taken, all actions, or to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement and to cause the conditions to the Parties' obligations to consummate the transactions contemplated hereby to be satisfied, including obtaining all Additional Regulatory Approvals and all Consents, and removing any injunctions or other impairments or delays that are necessary, proper or advisable to the consummation of the transactions contemplated by this Agreement.

(b) On the Closing Date, Sellers shall, at the request of Buyer, execute and deliver, or cause to be executed and delivered, such other instruments of conveyance and transfer and take such other actions as Buyer may reasonably request to consummate the transactions contemplated hereby and to vest in Buyer title to the CC8 Assets in a manner consistent with the terms of this Agreement.

(c) On the Closing Date, Buyer shall, at the request of Sellers, take such actions as Sellers may reasonably request to consummate the transactions contemplated hereby, including Buyer's assumption of the Assumed Liabilities.

2.12 B&V Overpayment.

In the event that Buyer assumes the EPC Contract and B&V retains the B&V Overpayment for the benefit of Buyer, Buyer shall pay such amount to Delta on the Closing Date provided Buyer has received from Delta or B&V documentation sufficient to determine such amount as of the Closing ("B&V Overpayment Reimbursement").

ARTICLE III

CLOSING

3.01 Time and Place.

The closing of the transactions contemplated by this Agreement, including the transfer of the CC8 Assets and the assumption of the Assumed Liabilities (the "Closing"), shall take place as promptly as practicable after: (a) all of the Additional Regulatory Approvals have been issued or obtained and are in effect with respect to this Agreement and the other Transaction Documents, and the transactions included herein and therein, including the transfer of the CC8 Assets and the assumption of the Assumed Liabilities, on terms and conditions that are consistent with Article VII; and (b) satisfaction or waiver of the conditions set forth in Articles VIII and IX and Section 3.02. The Closing shall take place at the offices of Orrick,

Confidential
drolman@ientlaw.com
2022-06-09 11:37:28-04:00

Herrington & Sutcliffe LLP in San Francisco, California, unless the Parties agree to another place.

3.02 Deliveries at Closing.

(a) Closing Deliverables by Sellers. At the Closing, Sellers shall deliver or cause to be delivered to Buyer:

(i) physical possession of all tangible personal property included in the CC8 Assets, it being specified and acknowledged by the Parties that Buyer shall be deemed to take title of and responsibility for the Owned Equipment, and to take responsibility for the other Equipment, in each case at the location of such Owned Equipment or other Equipment on the Closing Date;

(ii) a duly executed counterpart of the Assignment and Assumption Agreement and any Additional Assignment Agreement;

(iii) a duly executed counterpart of the Bill of Sale;

(iv) a duly executed counterpart of the Coordination Agreement;

(v) a duly executed counterpart of the Services Agreement;

(vi) if applicable under Section 2.02(b)(ii), a duly executed counterpart of the Lease Agreement;

(vii) duly executed counterparts of each of the Easement Agreements;

(viii) if applicable under Section 2.02(b)(i), a duly executed and notarized Grant Deed;

(ix) if applicable under Section 2.02(b)(ii), a duly executed and notarized CC8 Improvements Grant Deed;

(x) originals or, if not available, copies of all Seller Consents;

(xi) a certificate from each Seller dated the Closing Date stating that such Seller is not a foreign Person within the meaning of Section 1445 of the Code; and

(xii) a certificate dated the Closing Date and executed by a duly authorized officer of each Seller stating that (A) all representations and warranties of Sellers contained in this Agreement that are qualified by materiality are true and correct in all respects on and as of the Closing Date as though given on and as of such date and all representations and warranties of Sellers contained in this Agreement that are not qualified by materiality are true and correct

Confidential
drodman@jiemenlaw.com
2022-08-09 11:37:38 -0400

in all material respects on and as of the Closing Date as though given on and as of such date, and (B) each Seller has performed all agreements and covenants qualified by materiality or commercially reasonable efforts required by this Agreement to be performed by such Seller prior to or on the Closing Date and each Seller has performed in all material respects all agreements and covenants not qualified by materiality or commercially reasonable efforts required by this Agreement to be performed by such Seller prior to or on the Closing Date.

(b) Closing Deliverables by Buyer. At the Closing, Buyer shall deliver or cause to be delivered to Sellers:

(i) a duly executed counterpart of the Assignment and Assumption Agreement and any Additional Assignment Agreement;

(ii) a duly executed counterpart of the Coordination Agreement;

(iii) a duly executed counterpart of the Services Agreement;

(iv) if applicable under Section 2.02(b)(ii), a duly executed counterpart of the Lease Agreement;

(v) duly executed counterparts of each of the Easement Agreements;

(vi) originals or, if not available, copies of all Buyer Consents;

(vii) a certificate dated the Closing Date and executed by a duly authorized officer of Buyer stating that (A) all representations and warranties of Buyer contained in this Agreement that are qualified by materiality are true and correct in all respects on and as of the Closing Date as though given on and as of such date and all representations and warranties of Buyer contained in this Agreement that are not qualified by materiality are true and correct in all material respects on and as of the Closing Date as though given on and as of such date, and (B) Buyer has performed all agreements and covenants qualified by materiality or commercially reasonable efforts required by this Agreement to be performed by Buyer prior to or on the Closing Date and Buyer has performed in all material respects all agreements and covenants not qualified by materiality or commercially reasonable efforts required by this Agreement to be performed by Buyer prior to or on the Closing Date; and

(viii) the Cost Reimbursement in accordance with the requirements of Section 6.04 and the B&V Overpayment Reimbursement in accordance with Section 2.12.

Confidential draft @rrmelaw.com 2022-08-09 11:37:38 -0400

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SELLERS

As of the ATA Execution Date, each Seller represents and warrants for itself to Buyer as follows (for the avoidance of doubt, each Seller only provides the representations and warranties that are specified below as being applicable to such Seller, and neither Seller makes any representation or warranty with respect to or for or on behalf of the other Seller):

4.01 Corporate Organization.

Delta is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Mirant Procurement is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Each Seller has all requisite corporate or other power and authority to own its assets and carry on its business as currently conducted by it. Delta is duly authorized and qualified to conduct its business in California.

4.02 Authority of Sellers.

Each Seller has all necessary corporate or other power and authority and has taken all corporate or other actions necessary to enter into this Agreement, to carry out the transactions contemplated hereby, and to authorize the execution and delivery of this Agreement by such Seller and the consummation of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by each Seller and, when executed and delivered by Buyer, will constitute a legal, valid and binding obligation of such Seller enforceable against it in accordance with its terms except as limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (b) laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

4.03 Noncontravention.

The execution and delivery by each Seller of this Agreement, the performance by it of its obligations under this Agreement, and the consummation of the transactions contemplated hereby do not and shall not:

(a) conflict with or result in a violation or breach of any of the terms, conditions or provisions of such Seller's Certificate of Formation, Limited Liability Company Agreement, Certificate of Incorporation or Bylaws, as applicable;

(b) assuming the receipt or making of all Required Approvals, all Additional Regulatory Approvals, the CEC Authorization and all Consents, conflict with or result in a violation or breach of any term or provision of any Law or Permit applicable to Sellers or the CC8 Assets;

(c) assuming the receipt or making of all Seller Consents, conflict in any material respect with or result in a material breach or material default (or an event which, with

Confidential
Journal@orrick.com
2022-08-09 11:37:38 -0400

notice or lapse of time or both, would constitute a material breach or material default) under, or result in the termination or cancellation of, or accelerate the performance required by the Assigned Contracts or result in the creation or imposition of any Encumbrance upon any of the CC8 Assets; or

(d) assuming the receipt or making of all Seller Consents, conflict in any respect with or result in a breach or default (or an event which, with notice or lapse of time or both, would constitute a breach or default) under, or result in the termination or cancellation of, or accelerate the performance required by any other contract to which either Seller is a party or by which either Seller or any of its assets is bound and which could have an Adverse Effect.

4.04 Title to the Equipment.

Delta has good and marketable title to all of the Owned Equipment (other than the Combustion Turbine Generators) and has the full right to sell, convey, transfer and assign such Owned Equipment to Buyer. Mirant Procurement has good and marketable title to the Combustion Turbine Generators and has the full right to sell, convey, transfer and assign the Combustion Turbine Generators to Buyer.

4.05 Equipment.

Exhibit H lists all fixtures, machinery, equipment, spare parts, materials, items, tools and other tangible assets owned by Sellers or in their possession and related to the CC8 Project.

4.06 No Consents.

To each Seller's Knowledge, other than the Required Approvals, the Additional Regulatory Approvals, the CEC Authorization and the Seller Consents and modifications to the ATC Permit necessary to effect its transfer to Buyer, no consent or approval of, filing with or notice to any Person or Governmental or Regulatory Authority is required to be obtained or made by such Seller in connection with such Seller's execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby, which, if not obtained or made, will prevent such Seller from performing its obligations hereunder.

4.07 Compliance with Laws.

To each Seller's Knowledge, such Seller is in compliance in all material respects with all Laws applicable to the CC8 Assets that are owned by such Seller and the CC8 Project in its current state of development, and such Seller has not received any notice asserting any violation thereof or non-compliance therewith.

4.08 Assigned Contracts.

To each Seller's Knowledge, after reasonable inquiry, such Seller is not aware of any existing modifications or amendments to the Assigned Contracts that have not been disclosed or made available to Buyer and that would (a) have a material adverse effect on Buyer's ability to own, construct or operate the CC8 Project, or (b) result in a material increase in

Confidential
dfrankel@rienerlaw.com
20220609 11:37:38 -04'00'

the cost of constructing the CC8 Project, as compared to the total cost of constructing the CC8 Project.

4.09 No Other Representations and Warranties.

IN CONNECTION WITH THE TRANSFER OF THE CC8 ASSETS AND THE OTHER TRANSACTIONS PROVIDED FOR IN THIS AGREEMENT, EXCEPT FOR THE REPRESENTATIONS OR WARRANTIES EXPRESSLY SET FORTH IN THIS ARTICLE IV, EACH SELLER HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. Nothing in this Section 4.09 shall diminish or otherwise modify any Party's rights or obligations under the covenants set forth in this Agreement.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to each Seller as of the ATA Execution Date as follows:

5.01 Corporate Organization.

Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has all requisite corporate power and authority to own its assets and carry on its business as currently conducted by it.

5.02 Authority of Buyer.

Buyer has all necessary corporate power and authority and has taken all corporate actions necessary to enter into this Agreement, to carry out the transactions contemplated hereby, and to authorize the execution and delivery of this Agreement by Buyer and the consummation of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Buyer and, when executed and delivered by Sellers, will constitute a legal, valid and binding obligation of Buyer enforceable against it in accordance with its terms except as limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (b) laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

5.03 Noncontravention.

The execution and delivery by Buyer of this Agreement, the performance by it of its obligations under this Agreement and the consummation of the transactions contemplated hereby do not and shall not:

(a) conflict with or result in a violation or breach of any of the terms, conditions or provisions of Buyer's Articles of Incorporation or Bylaws;

Confidential
dkolman@riemenlaw.com
2022.06.09 17:37:38 -0400

(b) assuming the receipt or making of all Required Approvals and modifications to the ATC Permit necessary to effect its transfer to Buyer, all Additional Regulatory Approvals and all Consents, conflict with or result in a violation or breach of any term or provision of any Law applicable to Buyer; or

(c) assuming the receipt or making of all Buyer Consents, conflict with or result in a breach or default (or an event which, with notice or lapse of time or both, would constitute a breach or default) under, or result in the termination or cancellation of, or accelerate the performance required by, or result in the creation or imposition of any Encumbrance upon, any contract to which Buyer is a party or by which Buyer or any of its assets is bound and which could have an Adverse Effect.

5.04 No Consents.

Other than the Buyer Consents, no consent or approval of, filing with or notice to any Person or Governmental or Regulatory Authority is required to be obtained or made by Buyer in connection with Buyer's execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby, which, if not obtained or made, will prevent Buyer from performing its obligations hereunder.

ARTICLE VI

COVENANTS OF PARTIES

6.01 Regulatory Plan.

(a) From the ATA Execution Date to the Closing Date (the "Bridge Period"), the Parties shall comply with the Protocols.

(b) During the Bridge Period, Delta shall use commercially reasonable efforts to achieve the Objectives.

(c) The Parties recognize that, notwithstanding Delta's use of commercially reasonable efforts, the AFC Permit or the ATC Permit may not allow or the Parties may disagree about whether the AFC Permit or the ATC Permit allows Buyer to own or construct the CC8 Project. In that event, Delta shall remain in control of the permitting process and shall not be obligated to pursue any change or modification to or clarification of the AFC Permit or the ATC Permit (other than the modifications reflected in the Objectives) requested by Buyer prior to Closing.

(d) Notwithstanding the provisions of Section 6.01(b) and (c), Delta shall not be required during the Bridge Period to seek any permit, amendment, authorization or approval from a Governmental or Regulatory Authority with respect to any change in the CC8 Project desired by Buyer, other than as reflected in the Objectives.

(e) In seeking to achieve the Objectives, to the extent consistent with Delta's obligations under Section 6.01(b), during the Bridge Period Delta may seek to preserve, amend, modify and obtain the Retained Permits in a manner that allows for the continued ownership,

Confidential
cgodman@riemerlaw.com
2022-08-09 11:57:38 -0400

use, operation and maintenance of the Delta Power Plants consistent with the Delta Baseline Plant Design, the Regulatory Plan and this Agreement; provided, however, that:

(i) the failure to achieve or maintain the Delta Baseline Plant Design will not relieve Sellers of their obligations under this Agreement;

(ii) Delta may seek to obtain the terms most favorable to it, consistent with this Agreement, that it can obtain with respect to any renewal, extension, modification or amendment of any Permit for any Delta Power Plant; and

(iii) Delta may not seek any Permit term (through amendment or renewal of any Permit or otherwise) that disproportionately burdens the CC8 Project or defers costs that must later be borne disproportionately by the CC8 Project.

(f) During the Bridge Period, Buyer and Delta each shall support the continued operation of the Delta Power Plants as being beneficial to the reliability of the California electric system.

(g) Notwithstanding anything to the contrary in this Agreement, Sellers shall not be obligated to perform any construction activities beyond the minimum needed with respect to the CC8 Project for compliance with or to maintain the effectiveness of the AFC Permit and the ATC Permit.

(h) Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge and agree that (i) until Closing, Sellers and their Affiliates are the owners of the CC8 Assets, and (ii) Buyer may or may not acquire the CC8 Assets in accordance with the terms hereof.

(i) Delta shall have the right, in its sole discretion, to waive or elect not to undertake or seek approval of any of the updates, modifications or alternatives provided for in subparts (a)-(c) of the definition of the CC8 Baseline Plant Design.

(j) During the Bridge Period, Delta shall not take any action or communicate with any Governmental or Regulatory Authority with respect to any clarification, amendment or modification to any Permit, if such action or communication is reasonably likely to prevent or delay achievement of the Objectives; provided, however, that Delta may exercise its rights under Section 6.01(e) on reasonable terms and over a reasonable period of time.

6.02 Maintenance of the CC8 Assets Prior to Closing.

(a) During the Bridge Period, Sellers shall use commercially reasonable efforts to preserve the CC8 Assets in accordance with the requirements of this Section 6.02; provided that, as long as Sellers are in compliance with their obligations under this Section 6.02, Sellers shall not be responsible for any loss, degradation, termination or modification of any of the CC8 Assets during the Bridge Period that is due solely to ordinary wear and tear or aging and that could not be avoided with the exercise of the practices specified in Section 6.02(b).

Confidential
droman@orrick.com
202-339-8400
09.11.37.38

(b) With respect to the various categories of CC8 Assets discussed below, Sellers shall (unless otherwise required or prohibited by Law or any Permit) use commercially reasonable efforts to do all of the following:

(i) preserve, store and maintain all Equipment in accordance with the practices that Sellers were using as of the Settlement Execution Date as specified in the Maintenance Schedule and, subject to the mutual agreement of the Parties, any original equipment manufacturer requirements or recommendations issued after the Settlement Execution Date, in each case except as would not have an adverse effect on the condition of each piece of Equipment;

(ii) preserve and maintain the CC8 Real Property in accordance with the practices that Sellers were using as of the Settlement Execution Date, except as would not have an adverse effect on the condition of the CC8 Real Property;

(iii) avoid causing or allowing any modification of any rights relating to the CC8 Real Property, except as would not have an adverse effect on the CC8 Real Property or Sellers' ability to consummate the transactions contemplated by the Transaction Documents;

(iv) extend the EPC Contract and maintain the validity of the Long Term Service Agreement, to the extent available on commercially reasonable terms from B&V and General Electric International, Inc., as applicable;

(v) avoid causing or permitting any Assigned Contract to expire (other than in accordance with its terms as of the ATA Execution Date) or become subject to termination; provided that Sellers (A) shall exercise all applicable extension options and seek other extensions to the extent available on commercially reasonable terms from the vendors or contractors, (B) may, with the prior consent of Buyer, enter into any amendments to Assigned Contracts that are reasonably necessary for Sellers to carry out their obligations under this Agreement and that are reasonably consistent with Sellers' obligations under this Section 6.02 to preserve the CC8 Assets, and (C) may enter into such contracts and amendments thereto as are reasonably necessary for Sellers to carry out their obligations under this Agreement and as are reasonably consistent with Sellers' obligations under this Section 6.02 to preserve the CC8 Assets; provided that, subject to the mutual agreement of the Parties, all such contracts designated by Buyer shall become Assigned Contracts subject to the terms of this Agreement;

Confidential
droohan@ibmlaw.com
2023-09-08 11:57:59-0400

(vi) assume the Assigned Contracts in the Bankruptcy Proceedings, and cure all defaults under the Assigned Contracts, prior to the Closing;

(vii) not move any of the Equipment off the parcel of land on which it is located as of the ATA Execution Date without the prior written consent of Buyer; and

(viii) avoid granting or permitting to exist any Encumbrances on the CC8 Assets other than Permitted Encumbrances without the prior written consent of Buyer.

(c) During the Bridge Period, Sellers shall not sell, lease or transfer ownership any of the CC8 Assets other than, with the prior consent of Buyer, which consent shall not be unreasonably withheld or delayed, to an Affiliate that will be bound to comply with the terms of this Agreement.

6.03 Warranties.

(a) During the Bridge Period, Sellers shall use commercially reasonable efforts to obtain extensions at least through the Closing Date of the warranties applicable to the equipment identified in Exhibit O ("Warranty Extensions"); provided that (i) such extensions are available from the relevant vendors on commercially reasonable terms and conditions, and (ii) such extensions do not involve any Liability to Sellers that will not be an Assumed Liability or any additional cost to Sellers that will not be included in the Cost Reimbursement paid by Buyer at Closing.

(b) To the extent that any valid and enforceable Warranty Extensions or other warranties applicable to the Equipment exist at the time of Closing, Sellers shall use commercially reasonable efforts to transfer such Warranty Extensions and warranties to Buyer; provided that such transfer does not involve any Liability to Sellers that will not be an Assumed Liability or any additional cost to Sellers that will not be included in the Cost Reimbursement paid by Buyer at Closing.

(c) Other than the Warranty Extensions, Sellers shall not be required to seek renewals or extensions of any warranty applicable to any Equipment or other CC8 Assets.

6.04 Cost Responsibility and Reimbursement.

(a) During the Bridge Period, Delta shall be responsible for paying:

(i) all costs, fees, expenses and payments associated with the preservation, maintenance, amendment, modification, renewal, extension, transfer or reissuance of any Permit, except costs, fees, expenses and payments incurred or paid directly by Buyer (whether internal, third-party or out-of-pocket) (the "Permitting Costs");

Confidential
droumin@fbtlaw.com
2022-05-09 11:37:38 -0400

(ii) all costs, fees, expenses and payments incurred in connection with the following activities and obligations: (A) engineering, design, procurement and construction activities to the extent related to the CC8 Project; (B) obtaining the Warranty Extensions, and any maintenance, extension or renewal of other warranties for the Equipment in accordance with Section 6.03; (C) extension of the EPC Contract and maintenance of the validity of the Long Term Service Agreement; and (D) storage, preservation and maintenance of the CC8 Assets in accordance with Section 6.02 and the Maintenance Schedule other than in connection with curing defaults under the Assigned Contracts pursuant to Section 6.02(b)(vi) (the costs identified in subparts (A)-(D) above collectively shall constitute the "PWCM Costs"); and

(iii) all real property Taxes related to the Contra Costa Site.

(b) At the Closing, Buyer shall reimburse Delta for all of the following Reimbursable Costs (the Reimbursable Costs listed in subparts (i)-(vi) below collectively shall constitute the "Cost Reimbursement"):

(i) 100% of all Reimbursable Costs that are Permitting Costs associated exclusively with the CC8 Project, including those associated with (A) applying to the CEC to amend or modify the Settlement Execution Date AFC Permit in accordance with the Regulatory Plan, (B) obtaining the CEC Authorization, or (C) the ATC Permit;

(ii) 33-1/3% of all Reimbursable Costs incurred prior to July 19, 2006 that are Permitting Costs associated with any Permit that, if the CC8 Project were designed and constructed as contemplated in the Settlement Effective Date AFC Permit, would apply to or impose requirements or limitations that apply to both the CC8 Project and at least one unit of the Delta Power Plants even if such Permit is an underlying Permit to the AFC Permit, including those related to Permits from the Regional Water Quality Control Board, the California Department of Fish and Game, NOAA Fisheries and the United States Fish and Wildlife Service, other than those for which Delta is responsible under Section 6.04(f);

(iii) 100% of all Reimbursable Costs that are PWCM Costs, including amounts that have been offset under the EPC Contract against the B&V Overpayment;

(iv) 33-1/3% of all Reimbursable Costs incurred prior to July 19, 2006 that relate to compliance, mitigation or conditions imposed or otherwise required in connection with any Permit that, if the CC8 Project were designed and constructed as contemplated in the

Confidential
drodman@lmenergy.com
2007-07-19 11:50:38-0400

Settlement Effective Date AFC Permit, would apply to or impose requirements or limitations that apply to both the CC8 Project and at least one unit of the Delta Power Plants (excluding any costs associated with any unit that did not exist as of the ATA Execution Date), other than those for which Delta is responsible under Section 6.04(f);

(v) 100% of all Reimbursable Costs for compliance, mitigation or conditions related exclusively to the CC8 Project; and

(vi) the portion of the real property Taxes for the Contra Costa Site attributable to the CC8 Real Property (together, the "Apportioned Property Taxes"), apportioned between Delta and Buyer from the Settlement Execution Date to the Closing Date as follows: (A) for any tax year in which Delta has not received separate property Tax bills for the CC8 Real Property and the Contra Costa Land, Delta shall be solely responsible for paying the Improvements Property Tax plus the portion of the Land Property Tax determined by multiplying the Land Property Tax by a fraction the numerator of which is the number of acres comprising the Contra Costa Land and the denominator of which is the total acres comprising the Contra Costa Site, and the balance of the Apportioned Property Taxes shall be apportioned between Delta and Buyer based on the number of days in any such period falling on or after the Settlement Execution Date, on the one hand, and on or before the Closing Date, on the other hand; and (B) for any tax year in which Delta has received a separate property Tax bill for the CC8 Real Property, the Apportioned Property Taxes shall be the property Taxes levied on the CC8 Real Property; provided, however, that in no case shall the Apportioned Property Taxes to be included in the Reimbursable Costs exceed $80,000 per year. If Delta is contesting in good faith any Apportioned Property Taxes as of the Closing Date ("Contested Taxes"), the aggregate amount of the Contested Taxes (the "Contested Taxes Amount") shall be deducted from the Apportioned Property Taxes and deposited by Delta into an escrow account in accordance with the terms of an escrow agreement in form and substance reasonably satisfactory to the Parties. Upon receipt of a final decision from the applicable Governmental or Regulatory Authority that is no longer subject to appeal or approval from another Governmental or Regulatory Authority ("Final Contested Taxes Decision"), the Contested Taxes Amount, and any interest or earnings thereon, shall be disbursed to Delta and/or the applicable Governmental or Regulatory Authority based on the terms of the Final Contested Taxes Decision. If the Contested Taxes Amount, and any interest or earnings thereon, are insufficient to pay the full amount of the Contested Taxes and interest or penalties due thereon in

Confidential
draft/preliminary/DRI
2022-08-04 14:37:38 PM

accordance with the terms of the Final Contested Taxes Decision, then Delta and Buyer shall pay such additional amount to the applicable Governmental or Regulatory Authority within five (5) Business Days after the date of the Final Contested Taxes Decision, such payments to be apportioned as set forth herein.

(c) Within thirty (30) Business Days after the end of each calendar quarter during the Bridge Period, Delta shall provide Buyer with a written summary of, and reasonably detailed documentation in support of, Reimbursable Costs that would be included in the Cost Reimbursement at Closing and that were paid by Delta during such calendar quarter ("Paid Reimbursable Costs"). Within sixty (60) days after receipt of each such written notice (each, a "Quarterly Reimbursable Cost Notice"), Buyer shall notify Delta in writing if Buyer disputes the inclusion of any item identified in such Quarterly Reimbursable Cost Notice (a "Protest Notice"). If Buyer delivers a Protest Notice within the prescribed time period, then (i) Buyer and its accountants will upon ten (10) Business Days' notice from Buyer to Sellers be given access during reasonable business hours to that portion of Sellers' books and records that relate to the disputed Paid Reimbursable Costs, (ii) Delta and Buyer thereafter shall use commercially reasonable efforts to resolve and reach agreement regarding all such disputes as soon as reasonably practicable after they arise, and (iii) if Delta and Buyer cannot resolve such dispute, it shall be resolved in accordance with the provisions of Section 12.11. To the extent that Buyer does not notify Delta that it disputes Paid Reimbursable Costs identified in a Quarterly Reimbursable Cost Notice within sixty (60) days after Buyer's receipt of such Quarterly Reimbursable Cost Notice, Buyer thereafter will have waived its right to dispute such Paid Reimbursable Costs, and will be deemed to have accepted such Paid Reimbursable Costs and agreed to pay them as part of the Cost Reimbursement. To the extent that Delta does not include Paid Reimbursable Costs in the three consecutive Quarterly Reimbursable Cost Notices provided to Buyer after the date on which such Paid Reimbursable Costs were paid, Delta thereafter will have waived its right to receive payment for such Paid Reimbursable Costs.

(d) At the Closing, Buyer shall transfer the aggregate amount of Paid Reimbursable Costs, as such may have been modified by the Parties or the dispute resolution procedure specified in this Agreement, that have been included in the Quarterly Reimbursable Cost Notices provided by Delta to Buyer prior to Closing and that are not subject to an unresolved dispute in accordance with Section 6.04(c) in immediately available funds by wire transfer to the account specified by Delta in writing prior to the Closing. If the Closing does not occur, Buyer shall have no reimbursement obligation under this Agreement.

(e) No later than ninety (90) days after Closing, Delta shall send Buyer a written summary of, and reasonably detailed documentation in support of, Reimbursable Costs that are properly included in the Cost Reimbursement and that were paid by Delta and not included in a Quarterly Reimbursable Cost Notice provided to Buyer and not waived pursuant to Section 6.04(c) (the "Final Cost Reimbursement Amount"). On or prior to sixty (60) days after Buyer's receipt of such notice (the "Final Protest Termination Date"), Buyer may deliver a Protest Notice to Delta of any objections, and the basis therefor, which Buyer may have to the Final Cost Reimbursement Amount. If Buyer does not deliver a Protest Notice prior to the Final Protest Termination Date, then Buyer shall, within ten (10) Business Days after the Final Protest Termination Date, transfer the Final Cost Reimbursement Amount in immediately available

Confidential
Original Filed
2022-03-09 11:37:36 AM

funds by wire transfer to the account specified by Delta. If Buyer delivers a Protest Notice prior to the Final Protest Termination Date, (i) Buyer and its accountants will upon ten (10) Business Days' notice be given access during reasonable business hours to that portion of Sellers' books and records that relate to the disputed Final Cost Reimbursement Amount for the purpose of verifying the disputed Final Cost Reimbursement Amount, (ii) Buyer shall, within ten (10) Business Days after the Final Protest Termination Date, transfer the amount of the undisputed Final Cost Reimbursement Amount to Delta in immediately available funds by wire transfer to the account specified by Delta, (iii) the Parties' dispute with respect to the Final Cost Reimbursement Amount shall be settled in accordance with the provisions of Section 12.11, and (iv) Buyer shall transfer any remaining balance that may be owed to Delta within thirty (30) days after the dispute regarding the disputed Final Cost Reimbursement Amount is resolved in accordance with subpart (iii) above.

(f) Notwithstanding anything to the contrary in this Section 6.04, Buyer shall not be required to pay any portion of the following: (i) any compliance, permitting or mitigation cost that was incurred, or required to be incurred and required to be paid, prior to the Settlement Execution Date by Delta under the terms of applicable Permits or Laws (excluding any new requirement resulting from any regulation adopted or otherwise enacted under such Laws after the Settlement Execution Date); (ii) any costs incurred or required to be incurred by Delta with respect to any compliance or mitigation requirements that relate specifically to the AFB, or relating to updates of the Retained Permits that are identified specifically as a replacement for the AFB, if any; (iii) any costs incurred or required to be incurred by Delta as of the Settlement Execution Date under any Permit with respect to any mitigation requirements to be performed at any location other than the Contra Costa Site or the site of the Pittsburg Power Plant, including the Montezuma Enhancement Site; or (iv) any capital cost for which Delta obtains approval for capital additions recovery under an RMR Agreement, or any capital cost for which Delta seeks recovery under an RMR Agreement that is expressly rejected by FERC on grounds that it is unreasonable.

(g) Notwithstanding anything to the contrary in this Section 6.04, if the Second Wraparound Agreement is no longer in effect, the percentage of Reimbursable Costs for which Buyer is required to reimburse Delta pursuant to Section 6.04(b)(ii) and Section 6.04(b)(iv) may be adjusted based on a material change in circumstance. This Agreement shall be amended to incorporate, and the Cost Reimbursement to be paid at Closing shall reflect, any such revised percentage, which shall apply from and after the date of the termination or expiration of the Second Wraparound Agreement.

6.05 Exhibits.

During the Bridge Period, the Parties shall cooperate in good faith to amend and revise the Exhibits (and the exhibits to such Exhibits) as specified in such Exhibits (and the exhibits to such Exhibits); provided that all such amendments and revisions shall be consistent with the terms of this Agreement.

6.06 CC8 Lot Line Adjustment; CC8 Lot Split.

(a) Prior to the issuance of the Additional Regulatory Approval by the CPUC or as soon as reasonably practicable thereafter, Delta shall take such actions as are necessary to either (a) create a separate legal parcel consisting of the CC8 Real Property (the "CC8 Lot Split") or (b) obtain a lot line adjustment for the PG&E Switchyard and the Contra Costa Land such that the CC8 Real Property will become part of and be included in the PG&E Switchyard (the "CC8 Lot Line Adjustment"). Buyer and Delta shall cooperate and take such actions as are necessary to obtain approval for the CC8 Lot Line Adjustment or the CC8 Lot Split, as applicable, from the relevant Governmental and Regulatory Authorities and, if Delta elects to seek the CC8 Lot Line Adjustment, ensure that the CC8 Lot Line Adjustment will not become effective unless and until the Closing actually occurs.

(b) Delta shall use commercially reasonable efforts to remove the Permitted Encumbrances referenced in subpart (d) of the definition thereof as soon as reasonably practicable after the CC8 Lot Split or the CC8 Lot Line Adjustment is completed in accordance with Section 6.06(a).

6.07 Access for Due Diligence.

(a) During the Bridge Period, and after reasonable notice from Buyer, Sellers shall afford Buyer reasonable access to the CC8 Assets (subject to the participation of Sellers' personnel or representatives in such visits if requested by Sellers), the personnel of each Seller, accountants, properties, contracts, books and records and all other documents and data, in each case related to the CC8 Assets, subject to the confidentiality provisions referred to or described herein. With the prior consent of Sellers, which consent may not be unreasonably withheld or delayed, such access shall include such other Persons as Buyer may reasonably request. For so long as the "Stipulation and Agreed Order Regarding Confidentiality Between the Debtors and Pacific Gas & Electric Company" that was entered by the Mirant Bankruptcy Court (the "Confidentiality Stipulation") remains in effect, such access shall be limited to Buyer's employees, designees or representatives that have been properly designated as "Permitted Persons" pursuant to the Confidentiality Stipulation. The Parties hereby agree to waive the requirement in the Confidentiality Stipulation that obligates Buyer to return or destroy Subject Material (as defined in the Confidentiality Stipulation) relating to the CC8 Assets, provided that such Subject Material will remain subject to Section 12.01, and provided, further that, if the Closing does not occur, Buyer shall be required to return to Sellers or destroy such Subject Material in accordance with Section 11.02(a).

(b) Buyer and all of its employees, designees or representatives shall comply with Delta's site regulations and practices at all times during any such visits, provided that such site regulations and practices have been communicated to Buyer at or before any such visit.

6.08 Regulatory Filings.

(a) No later than ninety (90) days after the ATA Execution Date, Delta shall either (i) make a filing with FERC seeking confirmation that Delta's status as an exempt wholesale generator within the meaning of 15 U.S.C. § 79z-5a(a)(1) will not be affected by

Delta's provision of services to Buyer pursuant to the Services Agreement ("EWG Determination"), or (ii) notify Buyer that Delta is waiving the EWG Determination as a condition to Closing.

(b) Within thirty (30) days following notice from Buyer, Delta shall make a filing with FERC seeking (i) approval, pursuant to Section 203 of the Federal Power Act, for Delta's transfer of the Substation Facilities to Buyer or (ii) a determination that no such approval is required (the "Section 203 Approval").

(c) No later than ninety (90) days after the ATA Execution Date, Buyer shall file the CC8 Application with the CPUC. The CC8 Application shall request that the CPUC Approval include findings that Delta's provision of water to Buyer pursuant to the Services Agreement does not constitute a dedication of any of Delta's assets to public service, or render Delta a water corporation within the meaning of Public Utilities Code Section 241 or a public utility within the meaning of Public Utilities Code Section 216.

6.09 Switchyard Easement.

Buyer shall make a filing with the CPUC seeking authorization under Public Utilities Code Section 851 for Buyer to grant to Delta an easement across the portion of the PG&E Switchyard shown on Exhibit W to use and maintain the main access road located thereon for ingress and egress to the Contra Costa Power Plant, on terms and conditions similar to the easements reserved in the Lease Agreement (the "Switchyard Easement"), and, if such approval is obtained, shall take all other actions necessary to grant the Switchyard Easement. Buyer shall make the foregoing CPUC filing within sixty (60) days after Delta delivers to Buyer the Switchyard Easement Documents necessary for such filing, as those requirements are communicated by Buyer to Delta at Closing. The "Switchyard Easement Documents" means (i) a legal description and map of the Switchyard Easement each prepared and stamped with an acknowledgment seal by a licensed land surveyor, (ii) a completed and signed application to use Buyer's property, and (iii) all other documents necessary to grant the Switchyard Easement to Delta pursuant to Buyer's customary procedures for granting easements to third parties. Buyer shall deliver to Delta at the Closing the application form referenced in subpart (ii) above. Buyer shall deliver a list and description of the "other documents" referenced in subpart (iii) above as such documents become necessary to obtain the Switchyard Easements. Delta shall pay all reasonable third party and out-of-pocket costs incurred by Buyer in connection with preparing the Switchyard Easement Documents, and shall cooperate with Buyer as needed to obtain the Switchyard Easement.

Confidential pursuant to Gov. Code 6254(k) 2022-09-09 11:57:39 -0400

ARTICLE VII

ADDITIONAL REGULATORY APPROVALS

7.01 Condition to the Parties' Obligations.

The respective obligations of each of the Parties to effect the transactions contemplated hereby are subject to obtaining all of the Additional Regulatory Approvals on the terms and conditions specified in Section 7.02.

7.02 Additional Regulatory Approvals.

(a) The Closing shall not occur until all of the approvals specified in subparts (i) through (iii) below (each an "Additional Regulatory Approval") have been issued or otherwise obtained and are in effect with respect to this Agreement, the Transaction Documents and the transactions included herein and therein:

(i) If approval from the Mirant Bankruptcy Court is required that is separate from the Mirant Bankruptcy Court Approval that is obtained pursuant to Section 2.4 of the Settlement Agreement, the Mirant Bankruptcy Court has issued an unstayed order authorizing Sellers to transfer and assign the CC8 Assets, and otherwise to perform their obligations under this Agreement and the other Transaction Documents, on the terms and conditions specified herein and therein without material change, modification or condition thereto, or with one or more material changes, modifications or conditions to such approval that are acceptable in the sole discretion of the Party or Parties adversely affected by any such change, modification or condition;

(ii) If FERC approval is required, FERC has issued unstayed FERC Authorizations authorizing Delta and Buyer to perform their respective obligations under this Agreement and the other Transaction Documents on the terms and conditions specified herein and therein without material change, modification or condition thereto, or with one or more material changes, modifications or conditions to such approval that are acceptable in the sole discretion of the Party or Parties adversely affected by any such change, modification or condition;

(iii) The CPUC has issued an unstayed decision on the CC8 Application authorizing Buyer to take assignment, ownership and possession of the CC8 Assets, and otherwise perform its obligations under this Agreement and the other Transaction Documents, on the terms and conditions specified herein, therein and in the CC8 Application (including the findings specified in Section 6.08(c)) without material change, modification or condition thereto, or with one or more material changes, modifications or conditions to such approval that are acceptable in the sole discretion of the Party or Parties adversely affected by any such change, modification or condition (the "CPUC Approval"). Each Party shall advise the CPUC in comments filed on the proposed decision on the CC8 Application (the "Proposed CPUC CC8 Decision"), or, to the extent any change, modification or condition appears in the CPUC's decision on the CC8 Application (the "Original CPUC CC8 Decision") but not in the Proposed CPUC CC8 Decision, in a petition for modification of the Original

Confidential
drodman@orrick.com
2022-08-09 11:37:38 -0400

CPUC CC8 Decision that is filed within thirty (30) days of its issuance ("CC8 Petition for Modification"), of any change, modification or condition to such approval contained in the Proposed CPUC CC8 Decision or in the Original CPUC CC8 Decision that the Party considers to be material. Any such change, modification or condition contained in the Proposed CPUC CC8 Decision or in the Original CPUC CC8 Decision which is not so identified to the CPUC as material shall be deemed not to be material. Each Party shall communicate its consent or lack of consent to material changes, modifications or conditions, if any, to the other Parties and to the CPUC by the later of: (A) ten (10) Business Days after the date of issuance of the Original CPUC CC8 Decision; or (B) ten (10) Business Days after the issuance of the CPUC's decision on any CC8 Petition for Modification. The failure of an affected Party to provide notice in accordance with the foregoing sentence shall be deemed to constitute acceptance by such Party of the material change or condition.

(b) If any of the Additional Regulatory Approvals listed in subparts (i)-(ii) of Section 7.02(a) includes a material change, modification or condition that adversely affects any Party, each Party so affected shall communicate its consent or lack of consent to such change or condition to the other Parties within ten (10) Business Days after the effective date of such Additional Regulatory Approval. The failure of an affected Party to provide notice in accordance with the foregoing sentence shall be deemed to constitute acceptance by such Party of the material change or condition.

(c) Notwithstanding anything to the contrary herein, the Additional Regulatory Approvals shall not be deemed to have been issued or be effective if any of the approving authorities listed in subparts (i)-(iii) of Section 7.02(a): (i) conditions its Additional Regulatory Approval on changes, modifications or conditions that are inconsistent with the terms and conditions of the Additional Regulatory Approvals granted by one or more other approving authorities, but shall occur at such time, if any, when, by further action of the approving authorities, any such inconsistency is eliminated; or (ii) provides an approval that includes a material change, modification or condition that adversely affects any Party and such Party does not consent to, accept or waive such change, modification or condition in accordance with this Section 7.02.

7.03 Responsibility for Obtaining the Additional Regulatory Approvals.

Delta shall be responsible for preparing and filing the filings, applications and other documentation necessary to obtain the Additional Regulatory Approvals specified in subparts (i) and (ii) of Section 7.02(a). Buyer shall be responsible for preparing and filing the filings, applications and other documentation necessary to obtain the Additional Regulatory Approvals specified in subpart (iii) of Section 7.02(a). Each of Delta and Buyer shall provide to the other Party for review and comment at least five (5) days in advance of filing any portion of such filings, applications and other documentation, including the CC8 Application, that will be publicly available and any other portion that describes the transactions contemplated by the

Confidential
rmarinan@riomesa.com
2022-08-03 11:51:38 -0400

Transaction Documents, the Settlement, matters that gave rise to the Settlement Agreement or the value of the CC8 Assets in their current state (but not the net present value of the CC8 Project).

ARTICLE VIII

ADDITIONAL CONDITIONS TO BUYER'S OBLIGATIONS

In addition to the conditions set forth in Section 3.02 and Article VII, the obligation of Buyer to effect the transactions contemplated hereby is subject to the satisfaction (or waiver by Buyer), at or before the Closing, of each of the following conditions:

8.01 Representations, Warranties and Covenants.

The representations and warranties of Sellers contained in this Agreement that are qualified by materiality shall be true and correct in all respects on and as of the Closing Date as though given on and as of such date and all representations and warranties of Sellers contained in this Agreement that are not qualified by materiality shall be true and correct in all material respects on and as of the Closing Date as though given on and as of such date. Each Seller shall have performed all agreements and covenants qualified by materiality or commercially reasonable efforts required by this Agreement to be performed by such Seller prior to or on the Closing Date and each Seller shall have performed in all material respects all agreements and covenants not qualified by materiality or commercially reasonable efforts required by this Agreement to be performed by such Seller prior to or on the Closing Date.

8.02 Seller Consents.

All Seller Consents shall have been obtained.

8.03 No Adverse Proceedings.

No Governmental or Regulatory Authority shall have issued an Order that restrains or prohibits the sale and transfer of the CC8 Assets to Buyer or the consummation of the other transactions contemplated by this Agreement or the other Transaction Documents and no Action or Proceeding shall be pending seeking to restrain or prohibit the sale and transfer of the CC8 Assets to Buyer or the consummation of the other transactions contemplated by this Agreement or the other Transaction Documents.

8.04 Objectives.

Delta shall have achieved the Objectives in accordance with the terms hereof.

8.05 No Adverse Effect.

No Adverse Effect shall have occurred since the ATA Execution Date.

Confidential
dr.dhan@nbblaw.com
2024-08-09 11:57:30 0400

8.06 Title Insurance Policy.

A title insurance company selected by Buyer (the "Title Company") shall have delivered to Buyer at Closing an Extended Coverage ALTA Leasehold or Owner's Policy of Title Insurance (the "Title Policy") issued by the Title Company insuring Buyer as the holder of a leasehold or fee interest in CC8 Real Property, as applicable, and subject only to exceptions as are acceptable to Buyer. Seller, if required by the Title Company, shall have executed and delivered at Closing an affidavit that is standard and customary in a fee or leasehold, as applicable, conveyance and in such form as the Title Company shall reasonably require for the issuance of the Title Policy; provided, however, that such affidavit does not result in any Liability or obligation to Sellers other than with respect to the truth of the matters set forth in such affidavit. The Title Policy may be delivered after the Closing if at the Closing the Title Company issues a currently effective, duly-executed "marked-up" Title Commitment and irrevocably commits in writing to issue the Title Policy in the form of the "marked-up" Title Commitment promptly after the Closing Date. Buyer shall pay all expenses and charges related to the Title Policy.

ARTICLE IX

ADDITIONAL CONDITIONS TO SELLERS' OBLIGATIONS

In addition to the conditions set forth in Section 3.02 and Article VII, the obligations of Sellers to effect the transactions contemplated hereby are subject to the satisfaction (or waiver by Sellers), at or before the Closing, of each of the following conditions:

9.01 Representations, Warranties and Covenants.

The representations and warranties of Buyer contained in this Agreement that are qualified by materiality shall be true and correct in all respects on and as of the Closing Date as though given on and as of such date and all representations and warranties of Buyer contained in this Agreement that are not qualified by materiality shall be true and correct in all material respects on and as of the Closing Date as though given on and as of such date. Buyer shall have performed all agreements and covenants qualified by materiality or commercially reasonable efforts required by this Agreement to be performed by Buyer prior to or on the Closing Date and Buyer shall have performed in all material respects all agreements and covenants not qualified by materiality or commercially reasonable efforts required by this Agreement to be performed by Buyer prior to or on the Closing Date.

9.02 Buyer Consents.

All Buyer Consents shall have been obtained.

9.03 No Adverse Proceedings.

No Governmental or Regulatory Authority shall have issued an Order which restrains or prohibits the sale and transfer of the CC8 Assets to Buyer or the consummation of the other transactions contemplated by this Agreement or the other Transaction Documents and no Action or Proceeding shall be pending seeking to restrain or prohibit the sale and transfer of

Confidential
@rlfmerlaw.com
2020-09-09 11:17:38 -0400

the CC8 Assets to Buyer or the consummation of the other transactions contemplated by this Agreement or the other Transaction Documents.

9.04 No Adverse Effect.

No Adverse Effect shall have occurred since the ATA Execution Date.

ARTICLE X

INDEMNIFICATION

10.01 Survival of Representations, Warranties, and Certain Covenants.

The representations and warranties of the Parties contained in this Agreement and all covenants in Article VI shall survive the Closing and remain in full force and effect until two (2) years from the Closing Date; provided, however, that the representations and warranties contained in Section 4.04 shall survive the Closing and remain in full force and effect until four (4) years from the Closing Date (each of the foregoing dates shall be an "Expiration Date"); provided, further, that if notice of any claim for indemnification pursuant to Section 10.02(a)(ii) or Section 10.02(b)(ii) shall have been given prior to the applicable Expiration Date specified above, and such notice describes with reasonable specificity the circumstances with respect to which such indemnification claim relates, such indemnification claim shall survive until such time as such claim is finally resolved. No Party may assert a claim for breach of any representation or warranty of Sellers or Buyer contained in this Agreement or breach of any covenant in Article VI after the applicable Expiration Date even if such breach occurred prior to the applicable Expiration Date. Notwithstanding the foregoing, each covenant or agreement set forth in Section 6.04(f)(i) through (iii) shall survive the Closing.

10.02 Indemnification.

(a) By Sellers. Subject to Section 10.03, from and after the ATA Execution Date, Sellers shall indemnify, reimburse, defend and hold harmless Buyer, its Affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all costs, losses, Liabilities, damages, lawsuits, deficiencies, claims and expenses (including reasonable fees and disbursements of attorneys) (collectively, the "Damages"), incurred in connection with, arising out of, resulting from or incident to: (i) any breach of any covenant or agreement made by Sellers in this Agreement, provided that any breach of any covenant or agreement in Article VI, except any covenant or agreement set forth in Section 6.04(f)(i) through (iii), must be asserted prior to the second anniversary of the Closing Date; (ii) the material inaccuracy or breach of any representation or warranty made by Sellers in this Agreement prior to the applicable Expiration Date specified above in Section 10.01; or (iii) prior to the fourth (4^{th}) anniversary of the Closing Date, any Retained Liabilities, except any Retained Liabilities with respect to the matters specified in Section 6.04(f)(i) through (iii).

(b) By Buyer. Subject to Section 10.03, from and after the ATA Execution Date, Buyer shall indemnify, defend and hold harmless Sellers, their Affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all Damages incurred in connection with, arising out of, resulting from or incident to: (i) any

breach of any covenant or agreement made by Buyer in this Agreement, provided that any breach of any covenant or agreement in Article VI must be asserted prior to the second anniversary of the Closing Date; (ii) the material inaccuracy or breach of any representation or warranty made by Buyer in this Agreement prior to the Expiration Date specified above in Section 10.01; or (iii) any Assumed Liabilities.

(c) Procedures. The Party claiming indemnification under this Section 10.02 (the "Indemnified Party") shall give the indemnifying Party written notice (an "Indemnification Claim Notice") within thirty (30) days of incurring any Damages or discovery of facts upon which such Indemnified Party intends to base a request for indemnification under Section 10.02(a) or Section 10.02(b); provided, however, that the failure to give notice shall not result in a loss of rights or payment of Damages unless and to the extent that the failure to give notice shall result in higher costs to the indemnifying Party or shall prejudice the rights of the indemnifying Party. Each Indemnification Claim Notice must contain a description of the claim and the nature and, if reasonably determinable, the amount of such Damages. The Indemnified Party shall furnish promptly to the indemnifying Party copies of all papers and official documents received in respect of any Damages. All indemnification claims in respect of a Party, its Affiliates or their respective directors, officers, employees and agents (collectively, the "Indemnitees" and each an "Indemnitee") shall be made solely by such Party to this Agreement.

(d) Third Party Claims. If an Indemnified Party becomes aware of any matter it believes is indemnifiable hereunder involving any Damages claimed against the Indemnified Party by any third party (a "Third Party Claim"), the Indemnified Party shall give the indemnifying Party prompt written notice of such Third Party Claim. Such notice shall: (i) provide the basis on which indemnification is being asserted; and (ii) be accompanied by copies of all relevant pleadings, demands and other papers related to the Third Party Claim that are in the possession of the Indemnified Party. The indemnifying Party shall have a period of fifteen (15) Business Days after delivery of such notice to respond regarding its intent to elect to defend the Third Party Claim. If the indemnifying Party elects to defend the Third Party Claim, the indemnifying Party shall be obligated to diligently defend the Third Party Claim, at its own expense, and by counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall cooperate reasonably, at the expense of the indemnifying Party, with the indemnifying Party and its counsel in the defense, and the Indemnified Party shall have the right to participate fully, at its own expense, in the defense of such Third Party Claim. Any settlement of a Third Party Claim defended by the indemnifying Party shall require the prior written consent of the Indemnified Party, such consent not to be unreasonably withheld or delayed. If the indemnifying Party fails to respond or responds within the required fifteen-Business Day period and declines or otherwise refuses to defend such Third Party Claim, the Indemnified Party shall be free, without prejudice to any of the Indemnified Party's rights hereunder, to compromise, settle or defend (and control the defense of) such Third Party Claim. In such case, the indemnifying Party shall cooperate reasonably, at its own expense, with the Indemnified Party and its counsel in the defense against such Third Party Claim, and the indemnifying Party shall have the right to participate fully, at its own expense, in the defense of such Third Party Claim.

Confidential
andrea@mineralco.com
202-938-1971 36-94-80

10.03 Limitations.

(a) In no event shall any Party be liable to another Party for any Damages pursuant to Section 10.02 unless and until the aggregate amount of all such Damages exceeds five hundred thousand dollars ($500,000), at which point the Indemnified Party shall be entitled to be indemnified for the aggregate amount of such Damages from the first dollar. Damages incurred by Sellers shall be aggregated for purposes of determining whether the requirements of this Section 10.03(a) are satisfied.

(b) Notwithstanding Section 10.02(a) and Section 10.02(b), (i) Sellers shall not be required to indemnify Buyer for Damages pursuant to Section 10.02(a) that exceed a maximum aggregate liability of fifteen million dollars ($15,000,000), and (ii) Buyer shall not be required to indemnify Sellers for Damages pursuant to Section 10.02(b) that exceed a maximum aggregate liability of fifteen million dollars ($15,000,000).

(c) The amount of any Damages under Section 10.02(a) or Section 10.02(b), as the case may be, shall be reduced by the net amount of any insurance proceeds paid to the Indemnified Party relating to such claim, after adjustment for any insurance proceeds repayment obligations owed as a result of receipt of such indemnification.

(d) **THE INDEMNIFICATION OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT EXTEND TO INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR SIMILAR DAMAGES, INCLUDING BUSINESS INTERRUPTION, LOST PROFITS, LOST PRODUCTION AT ANY GENERATING UNIT OR REPLACEMENT POWER COSTS, EXCEPT TO THE EXTENT PAYABLE PURSUANT TO A THIRD PARTY CLAIM.**

(e) Notwithstanding the foregoing, nothing in this Section 10.03 shall affect the Parties' rights or obligations under any of the other Transaction Documents.

10.04 Defense in Connection with Discharged Liabilities.

From and after the Closing Date, Sellers shall defend Buyer, its Affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all lawsuits and claims arising out of, resulting from or incident to any Discharged Liability but not any claimed liability that is independent of the acquisition or post-closing ownership of the CC8 Assets as contemplated by this Agreement, including any Liability based on Buyer's ownership of any of the CC8 Assets or conduct prior to the Closing (each, a "Discharged Liability Claim"). If Buyer becomes aware of any Discharged Liability Claim, Buyer shall give Sellers prompt written notice of such Discharged Liability Claim, which notice shall be accompanied by copies of all relevant pleadings, demands and other papers related to the Discharged Liability Claim and in the possession of Buyer. After receipt of such notice, Sellers shall be obligated to diligently defend the Discharged Liability Claim, at their own expense. Buyer shall cooperate reasonably, at the expense of Sellers, with Sellers and their counsel in the defense, and Buyer shall have the right to participate fully, at its own expense, in the defense of such Discharged Liability Claim.

Confidential
jrcoman@pbenergy.com
2021-08-09 11:38:04 400

10.05 Remedies Exclusive.

The remedies set forth in this Article X shall be exclusive and in lieu of any other remedies that may be available to the Indemnitees pursuant to any statutory or common law with respect to any Damages of any kind or nature incurred directly or indirectly resulting from or arising out of any breach of this Agreement (including alleged breaches or inaccuracies of any representation, warranty or covenant or for any alleged misrepresentation but excluding any claims for actual fraud) or the transactions contemplated hereby; provided, however, that Buyer or any Seller may seek appropriate equitable relief in a court of proper jurisdiction. Nothing herein is intended to, nor shall be construed to, affect, have an interpretative effect on, modify or terminate any other contract between any Party or its Affiliates or any rights or obligations under any such contracts.

ARTICLE XI

TERMINATION

11.01 Methods of Termination.

This Agreement and the transactions contemplated herein may be terminated only in the circumstances described in Section 2.06(b).

11.02 Procedure upon Termination.

In the event of termination under Section 11.01, the transactions contemplated by this Agreement shall be terminated and abandoned, without further action by the Parties, and:

(a) Each Party, if requested in writing, will return or destroy, as requested by the Party furnishing the same, all documents, work papers and other material of the other Party relating to the transactions contemplated hereby, whether so obtained before or after the ATA Execution Date; provided that any such materials in electronic form that cannot be readily redelivered or destroyed shall be retained and kept confidential pursuant to the provisions of Section 12.01 for a period of five years after the date of termination;

(b) If requested by Delta, Buyer shall cooperate in good faith with Delta and take all actions deemed reasonably necessary by Delta to cancel the CC8 Lot Line Adjustment and to withdraw all related applications or requests for approval, including by providing written confirmations or acknowledgements for submission to Governmental or Regulatory Authorities that this Agreement, and the transactions contemplated hereby, have been terminated such that Buyer will not become the owner of the CC8 Real Property;

(c) If requested by Delta, Buyer shall cooperate in good faith with Delta and shall take all actions deemed reasonably necessary by Delta to restore the status of the Permits to the status that existed as of the ATA Execution Date, including by providing written confirmations or acknowledgements for submission to Governmental or Regulatory Authorities that this Agreement, and the transactions contemplated hereby, have been terminated such that Buyer will not become the owner of the CC8 Assets and will not construct, own, use operate or

Confidential
drouman@riemerlaw.com
2022-06-09 11:37:38 -0400

maintain the CC8 Project, provided that such actions do not involve any Liability to Buyer or any cost to Buyer that will not be reimbursed by Sellers; and

(d) No Party and none of its respective directors, officers, stockholders, Affiliates or controlling Persons shall have any further liability or obligation to any other Party to this Agreement except as stated in this Section 11.02, provided that: (i) nothing in this Section 11.02 shall prejudice any rights, claims, or causes of action that may have accrued hereunder to a Party against the other Party or Parties under this Agreement prior to the date of such termination; and (ii) the provisions of this Article XI, and Section 12.01, Section 12.10, Section 12.11, Section 12.12 and Section 12.13 shall survive any termination of this Agreement.

ARTICLE XII

MISCELLANEOUS MATTERS

12.01 Confidentiality.

(a) Except (i) as disclosed in the context of the Settlement Agreement and (ii) as required in connection with the Regulatory Plan and the obtaining of the Additional Regulatory Approvals and the Consents, from and after the ATA Execution Date, Sellers shall not, without the prior written consent of Buyer, disclose to any Person confidential information of Buyer relating to or concerning the facts surrounding the negotiation of this Agreement, the transactions contemplated herein and hereby, disclosures made herein and hereunder, and the results of investigations and audits conducted herein and hereunder, except to Sellers' employees or representatives who need to know such information for purposes of Taxes, accounting, pending litigation and other matters necessary in respect of Sellers' ownership, prior to the Closing Date, of the CC8 Assets, unless: (A) Sellers have used reasonable efforts to consult with Buyer and obtain Buyer's consent in a timely manner, but have not been able to do so; and (B) either (1) Sellers have been advised by counsel that disclosure is required or advisable to be made under applicable Law or the requirements of a national securities exchange or another Governmental or Regulatory Authority, or (2) Sellers have been advised by their independent accountants that disclosure is required in Sellers' public financial statements or the notes thereto. In the event that Sellers are requested or required by documents subpoena, civil investigative demand, interrogatories, requests for information or other similar process to disclose any information that Sellers are required by this Section 12.01 to protect, Sellers shall provide Buyer with prompt notice of such request, demand or other similar process so that the Buyer may seek an appropriate protective order or, if such request, demand or other similar process is mandatory, waive Sellers' compliance with the provisions of this Section 12.01(a) as appropriate.

(b) Except (i) as disclosed in the context of the Settlement Agreement and (ii) as required in connection with the Regulatory Plan and the obtaining of the Additional Regulatory Approvals and the Consents, from and after the ATA Execution Date, Buyer shall not, without the prior written consent of Sellers, disclose to any Person confidential information of Sellers relating to or concerning the ownership of the CC8 Assets prior to the Closing, the facts surrounding the negotiation of this Agreement, the transactions contemplated herein and hereby, disclosures made herein and hereunder by Sellers, and the results of investigations and audits conducted herein and hereunder, except to Buyer's employees or representatives who need

Confidential
produced in discovery
2022-00-09 11:37:59 0400

to know such information for purposes of Taxes, accounting, pending litigation and other matters necessary in respect of the Buyer's ownership, following the Closing Date, of the CC8 Assets, unless: (A) Buyer has used reasonable efforts to consult with Sellers and obtain Sellers' consent in a timely manner, but has not been able to do so; and (B) either (1) Buyer has been advised by counsel that disclosure is required or advisable to be made under applicable Law or the requirements of a national securities exchange or another Governmental or Regulatory Authority, or (2) Buyer has been advised by its independent accountants that disclosure is required in Buyer's public financial statements or the notes thereto. In the event that Buyer is requested or required by documents subpoena, civil investigative demand, interrogatories, requests for information, or other similar process to disclose any information that Buyer is required by this Section 12.01 to protect, Buyer shall provide Sellers with prompt notice of such request, demand or other similar process so that Sellers may seek an appropriate protective order or, if such request, demand or other similar process is mandatory, waive Buyer's compliance with the provisions of this Section 12.01(b) as appropriate.

(c) The term confidential information as used in this Section 12.01 does not include information that: (i) becomes generally available to the public other than as a result of disclosure by Sellers or Buyer; (ii) was available on a non-confidential basis prior to its disclosure by Sellers or Buyer; or (iii) becomes available to one of the Parties on a non-confidential basis from a source other than another Party; provided that such source is not bound by a confidentiality agreement with any Party.

(d) The Parties obligations under this Section 12.01 shall expire on the third anniversary of the Closing Date.

12.02 Notices.

All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally against written receipt, by facsimile transmission with answer back confirmation or by nationally recognized overnight courier that maintains records of delivery at the following addresses or facsimile numbers:

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38-04:00

If to Buyer to:

Pacific Gas and Electric Company
Mail Code N12G
77 Beale Street
San Francisco, California 94105
Facsimile: (415) 973-0585
Attention: Vice President – Energy Procurement

With copies to:

Pacific Gas and Electric Company
Law Department, B30A
77 Beale Street
San Francisco, California 94105
Facsimile: (415) 973-5520
Attention: Chief Counsel Generation and Procurement

If to Sellers to:

Mirant Delta, LLC
696 West Tenth Street
Pittsburg, California 94565
Facsimile: (925) 427-3518
Attention: President

With copies to:

Mirant Special Procurement, Inc.
1155 Perimeter Center West
Atlanta, Georgia 30338
Facsimile: (678) 579-5001
Attention: President

And copies to:

Mirant Corporation
1155 Perimeter Center West
Atlanta, Georgia 30338
Facsimile: (678) 579-5001
Attention: General Counsel

drobinson@rmerlaw.com Confidential 2022-06-09 11:37:38 -0400

All such notices, requests and other communications will: (a) if delivered personally to the address as provided in this Section 12.02, be deemed given upon receipt; (b) if delivered by facsimile to the facsimile number as provided in this Section 12.02, be deemed given upon receipt by the sender of the answer back confirmation; and (c) if delivered by overnight courier to the address as provided in this Section 12.02, be deemed given upon receipt by the sender of the receipt confirmation (in each case regardless of whether such notice, request

or other communication is received by any other Person to whom a copy of such notice, request or other communication is to be delivered pursuant to this Section 12.02). Any Party from time to time may change its address, facsimile number or other information for the purpose of notices to that Party by giving notice specifying such change to the other Party in accordance with the terms of this Section 12.02.

12.03 Entire Agreement.

The Settlement Agreement and this Agreement (and all Exhibits and schedules attached hereto and all other documents delivered in connection herewith) supersede all prior discussions and agreements among the Parties with respect to the subject matter hereof and contain the sole and entire agreement among the Parties with respect to the subject matter hereof.

12.04 Waiver.

Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. No waiver by any Party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

12.05 Amendment.

Except as provided in Section 6.05, this Agreement may be amended, supplemented or modified only by a written instrument duly executed by each Party and referring specifically to this Agreement.

12.06 Third Party Beneficiaries.

The terms and provisions of this Agreement are intended solely for the benefit of each Party, the other Indemnitees and each Party's respective successors or permitted assigns and it is not the intention of the Parties to confer third-party beneficiary rights upon any other Person.

12.07 Assignment; Binding Effect.

Neither this Agreement nor any right, interest or obligation hereunder may be assigned by any Party without the prior written consent of the other Parties, other than to an Affiliate or successor entity of such Party with a guarantee of performance by the assigning Party that is reasonably acceptable to the other Party, and any attempt to do so, other than as permitted above, will be void. This Agreement is binding upon, inures to the benefit of and is enforceable by the Parties and their respective successors and permitted assigns.

12.08 Headings.

The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

Confidential
drodman@riemerlaw.com
2022-06-09 11:37:32 0400

12.09 Severability.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any Party will not be materially and adversely affected thereby: (a) such provision will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement; and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar to the terms of such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the Parties.

12.10 Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS EXECUTED AND PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PRINCIPLES.

12.11 Resolution of Conflicts.

All disputes, actions or proceedings among the Parties, or between any of them arising out of or related to this Agreement, will be subject to the exclusive jurisdiction of the Mirant Bankruptcy Court, and each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the Mirant Bankruptcy Court, until the effective date of the Mirant Plan ("Jurisdiction Trigger Date"); provided that after the Jurisdiction Trigger Date, any dispute or disagreement relating to the requirements or interpretation of the Mirant Plan shall be subject to the jurisdiction of, and shall be brought in the first instance before, the Mirant Bankruptcy Court. Except as specified in the preceding sentence, resolution of any and all controversies, disputes and claims arising out of, relating to, in connection with or resulting from this Agreement (or any transaction contemplated hereby), including as to the interpretation, performance, non-performance, validity, breach or termination of this Agreement, whether the claim is based on contract, tort, regulation, rule, statute or constitution and any claims raising questions of law, whether arising before or after termination of this Agreement (each an "Agreement Dispute"), shall be exclusively governed by and settled in accordance with the provisions of this Section 12.11. Unless otherwise agreed in writing, the Parties shall continue to perform their obligations under the provisions of this Agreement during the course of dispute resolution pursuant to the provisions of this Section 12.11. Notice of an Agreement Dispute shall be provided to the other Party or Parties to this Agreement, which notice shall state with reasonable specificity the nature of the Agreement Dispute and the facts giving rise to such Agreement Dispute.

Confidential
draftagreement.com
2022-02-09 11:37:38 0400

(a) Negotiation and Mediation.

(i) Negotiation. The Parties shall make a good faith attempt to resolve any Agreement Dispute through negotiation. Within thirty (30) days after notice of an Agreement Dispute is given by a Party to the other Party or Parties, each such Party shall select one or more representatives who are the president of Delta (or the person filling the responsibilities and with the authority of the president) and a vice president of Buyer, which representatives shall meet and make a good faith attempt to resolve such Agreement Dispute.

(ii) Mediation. If such representatives fail to resolve an Agreement Dispute within thirty (30) days after the first meeting of the representatives or fail to meet within thirty (30) days after the date of the applicable notice of an Agreement Dispute (such date, the "Mediation Trigger Date"), the affected Parties shall seek resolution of the Agreement Dispute through mediation, with a mediator mutually acceptable to the affected Parties. The representatives of the affected Parties selected pursuant to Section 12.11(a)(i) shall be in attendance at the mediation.

(iii) Settlement. If a settlement is mutually agreed upon as a result of the negotiation or mediation, then such settlement shall be recorded in writing, signed by the affected Parties, and shall be binding on them.

(b) Arbitration.

(i) Selection of Arbitrator. In the event that (A) the affected Parties fail to mutually agree upon a mediator pursuant to Section 12.11(a)(ii) of this Agreement within thirty (30) days after the Mediation Trigger Date or (B) any Agreement Dispute is not settled by the affected Parties within sixty (60) days after the Mediation Trigger Date, any affected Party may initiate arbitration by sending written notice to the other Party or Parties requesting arbitration and describing the Agreement Dispute and any proposed remedy. Within ten (10) Business Days after receipt of such notice, the affected Parties shall select a single arbitrator. If the affected Parties cannot agree on the selection of an arbitrator within ten (10) Business Days, the arbitrator shall be selected by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator selected under those procedures shall be a lawyer or retired judge with at least ten years' experience arbitrating complex commercial disputes.

(ii) Location. The arbitration shall be conducted in the City and County of San Francisco, California and shall be governed by the

drogers@riamelaw.com
2022-09-19 11:37:38-04:00

Commercial Arbitration Rules of the American Arbitration Association, except as modified herein or as agreed by the affected Parties in writing.

(iii) Discovery. The affected Parties shall have the right to conduct discovery in accordance with California Code of Civil Procedure Section 1238.05.

(iv) Hearing and Decision. After giving the affected Parties due notice of hearing, the arbitrator shall hear the Agreement Dispute submitted for arbitration and shall provide a reasoned, written decision within ninety (90) days after the completion of the hearing or such other date selected by agreement of the affected Parties. The decision of the arbitrator shall conform to applicable Law. The procedural and substantive law applied in the arbitration shall be the law of the State of California without regard to its conflict of law principles, unless the claims or defenses raise issues of federal Law in which case federal substantive law shall apply to those particular claims or defenses. The arbitrator shall be bound to apply the Law, including the rules of evidence, and shall be empowered to hear and determine dispositive motions, including motions to dismiss and motions for summary judgment. The arbitrator shall have no authority to alter the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Parties, and a Party may petition a court to correct or vacate the decision only upon grounds that an award contained therein was procured by corruption, fraud or other undue means and may not petition a court to correct or vacate the decision for failure of the arbitrator to apply the Law or any other grounds or reasons. Judgment may be entered on the decision in any court of competent jurisdiction upon the application of any affected Party.

(v) Injunctions. The arbitrator shall have the right to issue temporary restraining orders, preliminary injunctions and final injunctions.

(vi) Fees and Costs. The arbitrator may award costs and reasonable attorneys' fees to the prevailing Party. If more than one Party prevails in part, such fees may be allocated among the Parties in such amounts as may be determined by the arbitrator based on the relative merits and amounts of each Party's claims.

(c) Specific Performance. Notwithstanding Section 12.11, the Parties agree that irreparable damage may occur in the event that the provisions of this Agreement are not performed in all material respects in accordance with their specific terms or are otherwise breached in any material respect. It is accordingly agreed that a Party shall be entitled to seek a

Confidential
dro@ramonlaw.com
202-638-0[illegible]

temporary restraining order or preliminary injunction from any court of competent jurisdiction to maintain the status quo or otherwise to prevent a material breach of this Agreement and to enforce specifically the terms and provisions hereof until an arbitration proceeding can be commenced or an injunction hearing held.

12.12 Jurisdiction.

(a) After the Jurisdiction Trigger Date, except as provided in the first sentence of Section 12.11 and as otherwise limited by applicable Law and subject to the dispute resolution procedures set forth in Section 12.11, each Party irrevocably and unconditionally submits to the exclusive jurisdiction of any California state court or federal court of the United States of America sitting in San Francisco, California, and any appellate court from any thereof, in any Action or Proceeding arising out of or related to this Agreement, or for recognition or enforcement of any judgment, and each Party hereby irrevocably and unconditionally agrees that all claims in respect of any such Action or Proceeding may be heard and determined in such California state court or, to the extent permitted by Law, in such federal court. Each Party agrees that a final judgment in any such Action or Proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(b) Each Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now have or hereafter have to the laying of venue of any Action or Proceeding arising out of or relating to this Agreement in any California state court or federal court sitting in San Francisco, California, as the case may be. Each Party hereby irrevocably waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Action or Proceeding in any such court.

(c) Each Party irrevocably consents to service of process in the manner provided for notices in Section 12.02. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

12.13 Expenses.

Except as otherwise provided in this Agreement, each Party shall pay its own expenses and costs related to the preparation of this Agreement and the transactions contemplated hereby.

12.14 Counterparts.

This Agreement may be executed in any number of counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

12.15 Schedules, Exhibits and Other Agreements.

The Exhibits, schedules, other agreements, certificates and notices specifically referred to herein, and delivered pursuant hereto, are an integral part of this Agreement.

dmaman@rpblaw.com
2022-08-09 11:32:28 -04'00'
Confidential

12.16 Construction.

The Parties agree that they have been represented by counsel during the negotiation, preparation and execution of this Agreement and, therefore waive the application of any Law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

12.17 Original Purchase and Sale Agreement.

Nothing in this Agreement or any agreement required to be entered into by the Parties as condition of the Closing shall: (a) amend or modify any existing obligation of Buyer, Delta or any of Delta's Affiliates under the Original Purchase and Sale Agreement; or (b) obligate Delta or any of its Affiliates to assume the Original Purchase and Sale Agreement as part of the Bankruptcy Proceedings.

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the ATA Restatement Date.

MIRANT DELTA, LLC

By: Jeffrey S. Russell
Name: JEFFREY S. RUSSELL
Title: PRESIDENT

MIRANT SPECIAL PROCUREMENT, INC.

By: Jeffrey S. Russell
Name: JEFFREY S. RUSSELL
Title: AUTHORIZED SIGNATORY

PACIFIC GAS AND ELECTRIC COMPANY

By: _____
Name: _____
Title: _____

Confidential
drodman@rlmerlaw.com
2022-08-09 11:37:38 -0400

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the ATA Restatement Date.

MIRANT DELTA, LLC

By:_____
Name:_____
Title:_____

MIRANT SPECIAL PROCUREMENT, INC.

By:_____
Name:_____
Title:_____

PACIFIC GAS AND ELECTRIC COMPANY

By: _____
Name: WILLIAM MORROW
Title: President and Chief Operating Officer

Confidential
drodman@robinsonlaw.com
2022-08-09 11:57:38 -0400

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT A
ASSIGNMENT AND ASSUMPTION AGREEMENT

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered into as of November ___, 2006, by and between Mirant Delta, LLC, a Delaware limited liability company, with its principal place of business at 696 West Tenth Street, Pittsburg, California 94565, Mirant Special Procurement, Inc., a Delaware corporation, with its principal place of business at 1155 Perimeter Center West, Atlanta, Georgia, 30338-5416 (each an "Assignor" and together the "Assignors"), and Pacific Gas and Electric Company, a California corporation, with its principal place of business at 77 Beale Street, San Francisco, California 94105 ("Assignee"). Capitalized terms used but not defined in this Assignment have the meanings ascribed to such terms in that certain Amended and Restated Asset Transfer Agreement dated as of November 22, 2006, by and between the Assignors and Assignee (the "ATA").

WITNESSETH

WHEREAS, Assignors and Assignee have made and entered into the ATA, pursuant to which the Assignors have agreed to transfer to Assignee, and Assignee has agreed to accept and assume from the Assignors, the contracts set forth on Schedule 1 attached hereto (the "Assigned Contracts") and the Assumed Liabilities; and

WHEREAS, the ATA requires the Assignors and Assignee to duly execute and deliver this Assignment in connection with the consummation of the transactions contemplated therein;

AGREEMENT

NOW, THEREFORE, in consideration of the premises, mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Subject to the terms and conditions of the ATA, the Assignors hereby sell, transfer, convey, assign and deliver unto Assignee all of Assignors' right, title and interest in and to the Assigned Contracts.

2. Assumption. Subject to the terms and conditions of the ATA, Assignee hereby accepts the foregoing assignment and agrees to assume, satisfy, perform, pay and discharge (a) all of the Assignor's Liabilities and obligations under the Assigned Contracts arising on or after the Closing Date, and (b) the Assumed Liabilities, all in accordance with the terms thereof and of the ATA applicable thereto.

3. No Conflict. For the avoidance of doubt, any conflict between the terms of this Assignment and the terms and conditions of the ATA shall be resolved in favor of the ATA.

4. No Third Party Benefit. The terms and provisions of this Assignment are intended solely for the benefit of the Assignors and Assignee and their respective successors or

Confidential
jhoffman@mofo.com
2012-03-09 11:27:36-0400

permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other Person.

5. Further Assurances. Each of the Parties hereby agrees to execute and deliver, or cause to be executed and delivered, such other instruments and to take such other actions as another Party may reasonably request to consummate the transactions contemplated by this Assignment.

6. Successors and Assigns. The terms of this Assignment and the respective rights and obligations of the Parties shall be binding upon, and inure to the benefit of, their respective successors and assigns permitted under the ATA.

7. Governing Law. **THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS EXECUTED AND PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PRINCIPLES.**

8. Counterparts. This Assignment may be executed in any number of counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

* * *

Confidential drodman@riemerlaw.com 2022-08-09 11:37:38 -0400

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day and year first above written.

MIRANT DELTA, LLC

By:_____
Name:_____
Title:_____

MIRANT SPECIAL PROCUREMENT, INC.

By:_____
Name:_____
Title:_____

PACIFIC GAS AND ELECTRIC COMPANY

By:_____
Name:_____
Title:_____

Confidential
drodman@kiemerlaw.com
2022-08-09 11:37:38 -0400

Schedule 1

ASSIGNED CONTRACTS

[SEE ATTACHED]

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

ASSIGNED CONTRACTS

Stand-Alone Agreements

- Engineering, Procurement and Construction Agreement between Mirant Delta, LLC and Black & Veatch Construction, Inc. dated July 12, 2001.

- Project Agreement for the Purchase and Sale of Equipment dated December 20, 2000, by and among Sellers (as assignees of Bay Area Power Services, LLC) and General Electric Company, as amended by that certain letter agreement dated as of June 27, 2002, and as further amended by that certain consent to assignment dated as of November 15, 2006.

- Long Term Service Agreement by and between Mirant Special Procurement, Inc. and General Electric International, Inc. dated as of June 16, 2004 for the Contra Costa 8 Facility in Antioch, California.

- Agreement for the Purchase and Sale of Equipment between Delta (as assignee of Bay Area Power Services, LLC) and Vogt-Nem, Incorporated dated October 1, 2000.

- Generator Special Facilities Agreement by and between Mirant Delta, LLC and Pacific Gas and Electric Company dated November 12, 2003.

- Project Labor Agreement.

- Agreement Between Contra Costa County and Mirant Delta, LLC, For Fees, Compliance Verification and Enforcement at the Contra Costa Unit 8 Power Project effective as of September 1, 2001 and as amended as of May 1, 2002.

Master Agreements

- A New Master Agreement with respect to, or partial assignment of, each of the following Master Agreements in accordance with Section 2.03(c):

    - Independent Contractor Agreement dated December 18, 2003 by and between Barnhart Crane & Rigging Company and Mirant Services, LLC, as amended by that certain Amendment of Independent Contractor Agreement dated as of March 31, 2006 by and among Mirant Services, LLC and Barnhart Crane & Rigging Company, as further amended by that certain Second Amendment of Independent Contractor Agreement by and among Mirant Services, LLC and Barnhart Crane & Rigging Company.

    - General Conditions of the Contract for Furnishing Equipment dated January 24, 2001, Purchase Order No. 20170956 issued by Mirant Services, LLC, acting as the representative for and on behalf of Mirant Americas Procurement, Inc., and Waukesha Electric Systems, dated June 11, 2001, and Purchase Order No. 20170874 issued by Mirant Services, LLC, acting as representative for and on behalf of Mirant Americas

Confidential
dmdman@mofo.com
2022-08-09 11:37:58 -0400

Procurement, Inc., and Waukesha Electric Systems, dated May 30, 2001, except as the foregoing relates to equipment for the Bowline project or the Portage project.

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT B
BILL OF SALE

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mirant Delta, LLC, a Delaware limited liability company, with its principal place of business at 696 West Tenth Street, Pittsburg, California 94565, and Mirant Special Procurement, Inc., a Delaware corporation, with its principal place of business at 1155 Perimeter Center West, Atlanta, Georgia, 30338-5416 (each a "Seller" and together the "Sellers"), hereby sell, transfer, convey, assign and deliver to Pacific Gas and Electric Company, a California corporation, with its principal place of business at 77 Beale Street, San Francisco, California 94105 ("Buyer"), free and clear of all Encumbrances other than Permitted Encumbrances, all of Sellers' right, title and interest in and to the Owned Equipment and the CC8 Records. Capitalized terms used herein but not defined have the meanings ascribed to such terms in that certain Amended and Restated Asset Transfer Agreement dated as of November 22, 2006, by and between the Sellers and Buyer (the "ATA").

Except to the extent otherwise provided in the ATA, Sellers hereby sell, transfer, convey, assign and deliver the Owned Equipment and the CC8 Records "AS-IS, WHERE IS," without any warranty, including as to condition, specification, usefulness, repair, or other characteristics, and SELLERS HEREBY EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF CONDITION, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

THIS BILL OF SALE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS EXECUTED AND PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PRINCIPLES.

drodman@pge.com
2022-08-09 16:57:06 -0400

IN WITNESS WHEREOF, Sellers have executed this Bill of Sale as of this __ th day of _____, 2006.

MIRANT DELTA, LLC

By:_____
Name:_____
Title:_____

MIRANT SPECIAL PROCUREMENT, INC.

By:_____
Name:_____
Title:_____

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT C
COORDINATION AGREEMENT

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXECUTION COPY

COORDINATION AGREEMENT

by and between

MIRANT DELTA, LLC

and

PACIFIC GAS AND ELECTRIC COMPANY

dated as of November ___ , 2006

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS AND RULES OF INTERPRETATION 1

Section 1.01. Defined Terms 1

Section 1.02. Construction of Certain Terms and Phrases 8

ARTICLE II DEVELOPMENT AND INTERCONNECTION ACTIVITIES 9

Section 2.01. Cooperation by the Parties 9

Section 2.02. PG&E's Further Obligations 9

Section 2.03. Communications; Coordination 12

Section 2.04. Outages 13

Section 2.05. Substation Facilities 13

Section 2.06. Delta's Further Obligations 14

Section 2.07. Warehouse Fire Protection System 14

Section 2.08. CCPP Containment Basin 15

Section 2.09. Electrical Disconnections; Grounding 16

ARTICLE III PERMITS 16

Section 3.01. Separation 16

Section 3.02. AFC Permit 16

Section 3.03. Indemnity 18

Section 3.04. Removal of CC8 Project from the Delta Permits 18

Section 3.05. Limit on Delta's Obligations 18

Section 3.06. AFC Lighting Condition 18

ARTICLE IV INDEMNITY 19

Section 4.01. Indemnity 19

Section 4.02. Procedures 20

Section 4.03. Limitations 21

Section 4.04. Survival 21

Section 4.05. Remedies Exclusive 21

ARTICLE V INSURANCE 21

Section 5.01. Insurance Coverage 21

Section 5.02. Additional Insured 22

Section 5.03. Usual and Customary 22

Section 5.04. Survival of Obligations 22

Confidential
dropman@riemerlaw.com
2022-08-09 11:37:38 -0400

TABLE OF CONTENTS
(continued)

Page

Section 5.05. Evidence of Coverage 23
Section 5.06. No Limitation on PG&E's Obligation; Compliance 23
Section 5.07. Additional Requirements 23
ARTICLE VI TERM; TERMINATION 23
Section 6.01. Term 23
Section 6.02. Initial Term 24
ARTICLE VII MISCELLANEOUS PROVISIONS 24
Section 7.01. Confidentiality 24
Section 7.02. Notices 25
Section 7.03. Entire Agreement 26
Section 7.04. Waiver 26
Section 7.05. Amendment 26
Section 7.06. Third Party Beneficiaries 27
Section 7.07. Assignment; Binding Effect 27
Section 7.08. Headings 27
Section 7.09. Severability 27
Section 7.10. Governing Law 27
Section 7.11. Resolution of Conflicts 27
Section 7.12. Jurisdiction 30
Section 7.13. Expenses 30
Section 7.14. Counterparts 30
Section 7.15. Schedules, Exhibits and Other Agreements 31
Section 7.16. Construction 31
Section 7.17. Further Assurances 31
Section 7.18. No Personal Liability 31
Section 7.19. No Recourse to Affiliates 31
Section 7.20. No Joint Venture 31
Section 7.21. Representations of Delta 31
Section 7.22. Representations of PG&E 32

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBITS

A – REPRESENTATIVES
B – DESCRIPTION OF CC8 REAL PROPERTY
C – DESCRIPTION OF CONTRA COSTA LAND

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

COORDINATION AGREEMENT

This Coordination Agreement (this "Agreement") is made and entered into as of November ___, 2006 (the "Execution Date") by and between Mirant Delta, LLC, a Delaware limited liability company, with its principal place of business at 696 West Tenth Street, Pittsburg, California 94565 ("Delta"), and Pacific Gas and Electric Company, a California corporation, with its principal place of business at 77 Beale Street, San Francisco, California 94105 ("PG&E").

WITNESSETH

WHEREAS, Delta, Mirant Procurement and PG&E entered into the CC8 Asset Transfer Agreement; and

WHEREAS, it is a condition precedent to the transactions contemplated by the CC8 Asset Transfer Agreement that the Parties enter into this Agreement to provide for terms of mutual cooperation regarding the development, construction and operation of the CC8 Project by PG&E, and regarding matters relating to Permits associated with the Delta Plants and the CC8 Project.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Confidential
drodman@rienerlaw.com
2022-08-09 11:57:38 -0700

ARTICLE I

DEFINITIONS AND RULES OF INTERPRETATION

Section 1.01. Defined Terms.

As used in this Agreement, the following defined terms have the meanings ascribed to them below.

"230kV Line" means the 230kV transmission line and associated towers and structures that will interconnect the collector bus for the CC8 Project to the PG&E Switchyard.

"AFC Permit" means the decision of the CEC issued in CEC Docket No. 00-AFC-1 on May 30, 2001 approving Delta's Application for Certification of the CC8 Project, as modified by the order issued by the CEC in Docket No. 00-AFC-1C on July 19, 2006, and as such decision may be further modified from time to time.

"AFC Permit Filings" has the meaning set forth in Section 3.02.

"Affiliate" of any Person means an individual or entity that directly or indirectly controls, is controlled by or is under common control with such Person, whether by ownership of an equity interest or otherwise.

"Agreement" has the meaning set forth in the first paragraph hereof.

"Agreement Dispute" has the meaning set forth in Section 7.11.

"Ammonia System Permits" has the meaning set forth in the Services Agreement.

"Assigned Contracts" has the meaning set forth in the CC8 Asset Transfer Agreement.

"B&V" means Black & Veatch Construction, Inc.

"Business Day" means a day other than Saturday, Sunday or any day on which banks located in San Francisco, California are authorized or obligated to close.

"CAISO" means the California Independent System Operator, a California public benefit corporation, or its successor.

"CC8 Ammonia" has the meaning set forth in the Services Agreement.

"CC8 Area" has the meaning set forth in Section 2.06(a)(ii).

"CC8 Asset Transfer Agreement" means the Amended and Restated Asset Transfer Agreement, dated as of November 22, 2006, by and among Delta, Mirant Procurement and PG&E.

"CC8 Assets" has the meaning set forth in the CC8 Asset Transfer Agreement.

"CC8 Deliverables" has the meaning set forth in the Services Agreement.

"CC8 Permit" means any Permit that applies to or imposes requirements applicable to the CC8 Project or any portion thereof, and for which PG&E or its Affiliate is the holder, permittee, or responsible party, including the AFC Permit.

"CC8 Project" means the nominally rated 530 megawatt combined-cycle electricity generating facility known as the Contra Costa Unit 8 Power Project, as more particularly described in the AFC Permit, and all appurtenant structures, fixtures, equipment and other personal and real property interests to be constructed, owned, used, operated, maintained or controlled by PG&E as part of such facility, whether completed or at any stage of development.

"CC8 Real Property" means that certain parcel of real property that is located in unincorporated Contra Costa County, California just north of the City of Antioch, as more particularly described in Exhibit B to this Agreement.

"CC8 Sanitary Wastewater" means wastewater discharged exclusively from the toilets, sinks, showers and water fountains located at the CC8 Project to the Septic System at the applicable tie-in point.

Confidential
dlapiper@rietnerlaw.com
2008-08-09 11:37:38 -0400

"CC8 Transportation Systems" means all of PG&E's transportation systems connecting the CCPP Ammonia Facility or the Septic System with the CC8 Project for delivery and transportation of the CC8 Ammonia and the CC8 Sanitary Wastewater.

"CCPP Ammonia Facility" has the meaning set forth in the Services Agreement.

"CCPP Containment Basin" has the meaning set forth in Section 2.08.

"CCPP Fire Protection System" means the Contra Costa Power Plant's existing fire protection system that is connected to the Warehouse Fire Protection System as of the Execution Date.

"CEC" means the California Energy Resources Conservation and Development Commission, also known as the California Energy Commission, or its regulatory successor.

"Commercial Operation Date" means the date on which PG&E, following successful completion of startup testing and commissioning program, declares that the construction of the CC8 Project has been substantially completed, and that the CC8 Project is available for commercial operation (*i.e.*, reliable operation as defined in accordance with the requirements of the CAISO tariffs) and is ready for dispatch.

"Construction Plan and Schedule" has the meaning set forth in Section 2.03(c).

"Contra Costa Land" means that certain parcel of land owned by Delta as of the Execution Date on which the Contra Costa Power Plant is situated, as more particularly described in Exhibit C to this Agreement.

"Contra Costa Power Plant" means the electricity generating facility in existence as of the Execution Date that is (a) generally known as the Contra Costa Power Plant, (b) located on the Contra Costa Land, and (c) owned by Delta, but excluding the CC8 Assets.

"Contra Costa Site" means, collectively, the CC8 Real Property and the Contra Costa Land.

"Coordination Committee" has the meaning set forth in Section 2.03(b).

"Damages" means all costs, Liabilities, damages, lawsuits, deficiencies, claims, expenses, fees, actions, proceedings, judgments, awards, fines or penalties (including reasonable fees and disbursements of attorneys and consultants and other legal costs), including any and all claims for death, injury, loss or damage to any person or property.

"Delta" has the meaning set forth in the first paragraph of this Agreement.

"Delta Permit" means any Permit that applies to or imposes requirements applicable to a Delta Plant or any portion thereof, and for which for which Delta or its Affiliate is the holder, permittee, or responsible party, including those Permits identified as "Retained Permits" in Exhibit J of the CC8 Asset Transfer Agreement, but excluding the AFC Permit.

Confidential
droom@rmenlaw.com
2022-08-09 11:37:38 GMT

"Delta Personnel" means any employee, officer, manager, contractor, subcontractor, guest, invitee, visitor, consultant, professional, agent or representative of Delta or any of its Affiliates.

"Delta Plants" means, collectively, the Contra Costa Power Plant, the Pittsburg Power Plant and any new or additional power plants or electricity generating units that may be developed, constructed, owned, used, operated, managed or controlled by Delta on the Contra Costa Land, together with all associated appurtenant structures, fixtures, equipment and other personal property interests now or hereafter constructed, owned, operated, managed, controlled or leased by Delta.

"Development Activities" means all activities of PG&E or any PG&E Personnel that are undertaken on the Contra Costa Land in connection with the development or construction of the CC8 Project, including in connection with: the construction of the CC8 Transportation Systems; all Interconnection Activities; and the discharge of water from the CC8 Project into the CCPP Containment Basin.

"Development Easement Agreement" means the Development Easement Agreement, dated as of the date hereof, between PG&E and Delta.

"Easement Agreements" means the Development Easement Agreement and the PG&E Easement Agreement.

"Effective Date" means the Closing Date, as defined in the CC8 Asset Transfer Agreement.

"Environmental Law" means any applicable federal, state, regional or local statutes, regulations, ordinances, codes, permits, orders or published decisions relating to (a) air emissions, Hazardous Substances, storage, use and release to the environment of Hazardous Substances, generation, treatment, storage and disposal of Hazardous Substances, wastewater discharges, protection of listed species of animals and plants and similar environmental matters, or (b) the impact of the matters described in the preceding clause upon human health or the environment, including the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601, *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. § 5101, *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*), the Federal Water Pollution Control Law (33 U.S.C. § 1251, *et seq.*), the Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Toxic Substances Control Act (15 U.S.C. § 2601 *et seq.*), the Oil Pollution Act (33 U.S.C. § 2701 *et seq.*), the Occupational Safety and Health Act (29 U.S.C. § 651 *et seq.*), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 *et seq.*), the Endangered Species Act (16 U.S.C. § 1531, *et seq.*), the Porter-Cologne Water Quality Control Act (Cal. Wat. Code § 13020 *et seq.*), the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5, *et seq.*), the Hazardous Substance Account Act (Cal. Health & Safety Code § 25300, *et seq.*), the Hazardous Waste Control Act (Cal. Health & Safety Code § 39000, *et seq.*), the California Air Resources Code (Cal. Health & Safety Code § 39000, *et seq.*), the California Endangered Species Act (Cal. Fish & Game Code §2050, *et seq.*) and the California Native Plant Protection Act (Cal. Fish & Game Code § 1900, *et seq.*).

Confidential
@orrick.com
20[illegible] 09 11:37:38 -04'00'

"EPC Contract" has the meaning set forth in the CC8 Asset Transfer Agreement.

"Execution Date" has the meaning set forth in the first paragraph of this Agreement.

"Existing Circuits" has the meaning set forth in Section 2.02(a)(xi).

"FERC" means the Federal Energy Regulatory Commission, or its regulatory successor.

"Good IPP Practices" means those practices, methods, specifications and standards of safety and performance, as the same may change from time to time, as are commonly used by the independent power industry in the State of California, which in the exercise of reasonable professional judgment and in the light of the facts known at the time the decision was made, are considered good, safe and prudent practice in connection with the design, construction and use of generation and power management equipment, and other electrical equipment, facilities and improvements, with commensurate standards of safety and performance, and as are in accordance with generally accepted national standards of professional care, skill, diligence and competence applicable to the independent power industry in the State of California.

"Good Utility Practices" means those practices, methods, specifications and standards of safety and performance, as the same may change from time to time, as are commonly used by public utilities in the State of California engaged in the engineering, procurement and construction of electric generating facilities, which in the exercise of reasonable professional judgment and in the light of the facts known at the time the decision was made, are considered good, safe and prudent practice in connection with the design, construction and use of generation and power management equipment, and other electrical equipment, facilities and improvements, with commensurate standards of safety and performance, and as are in accordance with generally accepted standards of professional care, skill, diligence and competence applicable to public utilities in the State of California.

"Governmental or Regulatory Authority" means any court, tribunal, arbitrator, authority, agency, body, bureau, commission, department, official or other instrumentality of the United States or any state, county, city or other political subdivision.

"Hazardous Substance" means any chemical, material or substance that is defined, listed or regulated under applicable Environmental Laws as a "hazardous" or "toxic" substance or waste, or as a "contaminant," or is otherwise listed or regulated under applicable Environmental Laws because it poses a hazard to human health or the environment.

"Indemnification Claim Notice" has the meaning set forth in Section 4.02(a).

"Indemnified Party" has the meaning set forth in Section 4.02(a).

"Indemnifying Party" has the meaning set forth in Section 4.02(a).

"Indemnitee" or "Indemnitees" has the meaning set forth in Section 4.02(a).

Confidential
Document Subject to CPUC
D.22-08-029 11:57:38 (PDT)

"Initial Term" means the period from the Effective Date through the date that is six (6) months after the Commercial Operation Date.

"Initial Term Obligations" has the meaning set forth in Section 6.02(a).

"Interconnection Activities" means all activities of PG&E or any PG&E Personnel that are undertaken in connection with (a) the development and construction of any transmission line associated with the CC8 Project, (b) interconnection of the CC8 Project with the transmission system, or (c) any related testing activities.

"Law" means any Federal, state, regional or local law, statute or ordinance, or any law, rule, regulation, order, decision, code, Permit, interpretation, judgment, decree, directive, published guidelines, policy or similar form of pronouncement promulgated by any Governmental or Regulatory Authority having the effect and force of law.

"Liability" means any liability (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due).

"Mediation Trigger Date" has the meaning set forth in Section 7.11(a)(ii).

"Mirant Procurement" means Mirant Special Procurement, Inc., a Delaware corporation.

"Outage" means any outage of the Existing Circuits or any unit of the Contra Costa Power Plant required in connection with the Development Activities.

"Party" and/or "Parties" means either or both of Delta and PG&E, as the case may be.

"Permit" means, any Federal, state, regional or local governmental or regulatory permit, license, certificate, approval, registration, biological opinion or other authorization issued by any Governmental or Regulatory Authority, including any submitted application that constitutes an authorization, in each case as the same may be modified, amended or updated from time to time.

"Person" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or other entity that is not a Governmental or Regulatory Authority.

"PG&E" has the meaning set forth in first paragraph of this Agreement.

"PG&E Easement Agreement" means the PG&E Easement Agreement, dated as of the date hereof, between PG&E and Delta.

"PG&E Easements" means the temporary easements that are granted to PG&E by Delta in the Development Easement Agreement and the permanent easements that are granted to PG&E by Delta in the PG&E Easement Agreement.

Confidential
droman@riemerlaw.com
2022-06-09 11:37:58 -0400

"PG&E Personnel" means any employee, officer, manager, contractor, subcontractor, guest, invitee, visitor, consultant, professional, agent or representative of PG&E, as well as any Person who is employed, contracted or otherwise engaged by any contractor hired by PG&E to participate in the engineering, procurement or construction of the CC8 Project.

"PG&E Plants" means the CC8 Project and any future power plants that may be built by PG&E and located on the CC8 Real Property, together with all associated appurtenant structures, fixtures, equipment and other personal property interests now or hereafter constructed, owned, operated, managed, controlled or leased by PG&E.

"PG&E Switchyard" means the switchyard owned by PG&E and situated on the parcel that is adjacent to the Contra Costa Land.

"Pittsburg Power Plant" means the electricity generating facility in existence as of the Execution Date that is (a) generally known as the Pittsburg Power Plant, (b) located in Pittsburg, California, and (c) owned by Delta.

"Remediation" means any or all of the following activities to the extent they relate to or arise from the presence of Hazardous Substances in the soil or groundwater or both: (a) monitoring, investigation, cleanup, containment, capping, remediation, removal, transporting offsite for disposal, mitigation, response or restoration work, and any operation, maintenance, repair or replacement of any structures, equipment, containment material or the like installed or constructed in connection with any of the foregoing (including any removal or replacement of underground utilities) (collectively, the "Remediation Activities"); (b) obtaining any Permit to the extent necessary to conduct any Remediation Activities; (c) preparing and implementing any plans or studies for any Remediation Activities; (d) communicating with any Governmental or Regulatory Authority with jurisdiction under Environmental Laws over the activities described in subparts (a) through (c) and (e) of this definition; and (e) any other activities that are required under Environmental Laws to address the presence of Hazardous Substances in the soil or groundwater or both.

"Representatives" has the meaning set forth in Section 2.03(a).

"Requirements" means all requirements under applicable Laws and all other electrical, mechanical, civil and structural requirements, including the electrical, mechanical, civil and structural requirements of California Public Utilities Commission General Order 95, Title 8 of the California Code of Regulations, Articles 35, 36 and 37 of the "High Voltage Electric Safety Orders" and all related electricity generation industry standards in California.

"Septic System" means the Contra Costa Power Plant's existing septic tank, piping and septic fields.

"Services Agreement" means the Services Agreement, dated as of the Execution Date, by and between Delta and PG&E.

"Settlement Agreement" means the Settlement and Release of Claims Agreement dated as of January 13, 2005 among each of the Mirant Parties, the California Parties and OMOI, as such terms are defined in such Settlement and Release of Claims Agreement.

Confidential
dhodman@orrick.com
2007-08-09 15:37:38-0400

"Settlement Execution Date" means the execution date of the Settlement Agreement, which the Parties acknowledge to have occurred on January 14, 2005.

"Settlement Execution Date AFC Permit" means the decision of the CEC issued in CEC Docket No. 00-AFC-1 on May 30, 2001 approving Delta's Application for Certification of the CC8 Project, as such decision had been modified as of the Settlement Execution Date.

"Site and Safety Rules" has the meaning specified in Section 2.02(b)(ii).

"Substation Facilities" means all equipment and facilities up to the bus selector switches constituting the breaker positions for Contra Costa Power Plant Units 4 and 5, including the breakers, disconnects, deadend structure, the protection, controls and metering system associated with the breakers and ancillary equipment located in the PG&E Switchyard.

"Term" has the meaning set forth in Section 6.01(a).

"Third Party Claim" has the meaning set forth in Section 4.02(b).

"Transaction Documents" has the meaning set forth in the CC8 Asset Transfer Agreement.

"Warehouse Fire Protection System" has the meaning set forth in Section 2.07.

Section 1.02. Construction of Certain Terms and Phrases.

Unless the context of this Agreement otherwise requires: (a) words of any gender include each other gender; (b) words using the singular or plural number also include the plural or singular number, respectively; (c) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement; (d) the terms "Article," "Section" or "Exhibit" refer to the specified Article, Section or Exhibit of this Agreement; (e) all references to Articles, Sections or Exhibits shall be to all subparts of such Articles, Sections and Exhibits; (f) the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or;" (g) the term "including" or "includes" means "including without limitation" or "includes without limitation;" (h) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement; (i) reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (j) reference to any law (including statutes and ordinances) means such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder; and (k) reference to third-party and out-of-pocket costs, fees and expenses shall exclude any payments to Affiliates (other than for reimbursement without mark-up for costs, fees and expenses paid to unaffiliated third-parties by Affiliates). Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified.

Confidential
@orrick.com
2022-08-09 14:37:38-0400

ARTICLE II

DEVELOPMENT AND INTERCONNECTION ACTIVITIES

Section 2.01. Cooperation by the Parties.

(a) This Article II shall apply to the Development Activities.

(b) During the Initial Term, PG&E shall be entitled to undertake the Development Activities at its sole cost and expense, subject to the provisions of this Agreement.

(c) The Parties shall use commercially reasonable efforts to cooperate to facilitate the Development Activities on the terms and conditions specified in this Agreement; provided, however, that Delta shall not be required at any time to:

(i) Take any unit of a Delta Plant out of service except under the circumstances specified in Section 2.04; or

(ii) Take any action, omit to take any action or grant any consent for any activity that is reasonably likely to (A) result in any damage to or create any unsafe condition at any unit of the Contra Costa Power Plant, (B) cause injuries to any Delta Personnel, or (C) cause Delta to violate any Law.

(d) The Parties understand and acknowledge that there will be interference with operations of the Contra Costa Power Plant as a result of the Development Activities and that, as a result, Delta will incur certain costs and expenses that will not be reimbursed by PG&E. PG&E will use commercially reasonable efforts to minimize the impact of the Development Activities on the operations of the Contra Costa Power Plant, including following the procedures specified in this Agreement and as may be agreed from time to time by PG&E's and Delta's Representatives.

(e) If any action required to be taken by Delta to facilitate any of the Development Activities conflicts with or breaches, or is reasonably likely to conflict with or breach, in any material respect Good IPP Practices, applicable Law or the Site and Safety Rules, Delta shall notify PG&E, and the Parties shall use commercially reasonable efforts to identify and implement alternative approaches that would not result in such conflicts or breaches; provided, however, that Delta shall not be required to take any action if the Parties fail to identify and agree upon an alternative approach.

Section 2.02. PG&E's Further Obligations.

(a) In conducting any Development Activity, PG&E shall use commercially reasonable efforts to do the following:

(i) Comply with all Good Utility Practices applicable to PG&E and the CC8 Project, or as otherwise applicable to any Development Activity;

Confidential
dmdmail@brietlaw.com
2024-08-09 11:37:38 -0400

(ii) Avoid or prevent any PG&E Personnel from (A) engaging in any Development Activity that could reasonably be expected to require or result in an unscheduled Outage, or (B) unreasonably interfering with Delta's maintenance or operation of the Contra Costa Power Plant, as determined by Delta in its reasonable discretion;

(iii) Confine all Development Activities to the PG&E Easements;

(iv) Instruct PG&E Personnel to stay within the PG&E Easements and not to enter or encroach otherwise on the Contra Costa Power Plant, any building, structure or improvement located on the Contra Costa Land, or any portion of the Contra Costa Land other than the PG&E Easements;

(v) Instruct PG&E Personnel to not to damage, use, take, move or remove any of Delta's property, facilities or equipment other than as specified in the Construction Plan and Schedule;

(vi) Use the PG&E Easements solely for the purposes specified in the Easement Agreements, including (A) use of the site designated by Delta as a construction laydown area, (B) ingress and egress to and from the construction laydown area through a gate and over the roadway designated by Delta, (C) parking for PG&E Personnel, (D) construction of the 230 kV Line and interconnection of the 230 kV Line with the PG&E Switchyard, and (E) construction of the CC8 Transportation Systems;

(vii) Maintain all construction laydown areas on the PG&E Easements in a clean, safe and orderly manner in accordance with Good Utility Practices;

(viii) Clean up any debris or trash that may be generated by the Development Activities on a reasonable basis, and not deposit it on or allow it to migrate onto any portion of the Contra Costa Land other than the applicable PG&E Easements;

(ix) Avoid unreasonably blocking access to the Contra Costa Power Plant by not blocking the access road during shift changes or not blocking the main access road for more than thirty (30) minutes at a time, and designating an alternate access route whenever the main access road needs to be blocked;

(x) Conform the routing of the 230kV Line to the routing identified in the Settlement Execution Date AFC Permit, unless another installation configuration is required by the AFC Permit or any applicable Requirement or approved by the Coordination Committee; and

Confidential
drodman@bhfs.com
2022-08-09 11:27:13 -0400

(xi) To the extent that the routing or construction of the 230kV Line must cross any of the existing 230kV or other transmission circuits used to interconnect the Contra Costa Power Plant to the PG&E Switchyard ("Existing Circuits"), ensure that the 230kV Line is installed by crossing beneath the Existing Circuits, unless another installation configuration is required by the AFC Permit or any applicable Requirement or approved by the Coordination Committee.

Notwithstanding the foregoing, PG&E shall not be required to do or refrain from doing any of actions specified in clauses (ii), (iii), (iv), (vi) and (ix) of this Section 2.02(a) to the extent that Delta gives its prior consent, which consent shall not be unreasonably withheld or delayed.

(b) In conducting any Development Activities, PG&E shall do the following:

(i) Comply with all Laws applicable to any Development Activities;

(ii) Comply, and use commercially reasonable efforts to cause all of its contractors or subcontractors to comply, with all of Delta's applicable site, clearance and safety rules, regulations and procedures, as the same may be updated, amended and communicated to PG&E by Delta from time to time (the "Site and Safety Rules");

(iii) Not disconnect, disable or turn off any of Delta's equipment or facilities other than as specified in the Construction Plan and Schedule; and

(iv) Promptly clean up and remove and, if necessary, perform any Remediation that may be required under Environmental Law as a result of any spill of any Hazardous Substance by PG&E Personnel on or migrating to the Contra Costa Land.

Notwithstanding the foregoing, PG&E shall not be required to do or refrain from doing any of actions specified in Section 2.02(b)(iii) to the extent that Delta gives its prior consent, which consent shall not be unreasonably withheld or delayed.

(c) If PG&E fails to comply with or perform any of the covenants, obligations or requirements set forth in Sections 2.02(a) or 2.02(b), Delta may notify a PG&E Representative and PG&E shall use commercially reasonable efforts to remedy such failure as soon as practicable and prevent its recurrence. In the event that such failure poses an imminent threat of damage to the Contra Costa Power Plant, human health or safety or the environment, as determined by Delta in its reasonable discretion, PG&E shall immediately correct such failure or cease engaging in the activity leading to or resulting in such failure.

Confidential
Woolpert@orienteerlaw.com
2024-08-09 11:37:32-0400

Section 2.03. Communications; Coordination.

(a) Exhibit A sets forth the names, titles and contact information of the individuals who are authorized to act for and on behalf of each Party under this Agreement (the "Representatives"). Each Party shall ensure that a Representative is available to respond on its behalf to inquiries and communications from the other Party twenty-four (24) hours per day, seven (7) days per week and fifty-two (52) weeks per year. Each Party will be bound by the communications, instructions, directions, requests or decisions made by any of its Representatives. A Party will not incur any Liability to the other Party by relying upon any communication, instruction, direction, request or decision that is given or made by one of the other Party's Representatives in accordance with this Agreement. At any time, each Party may amend or change the information set forth on Exhibit A by delivering to the other Party an amended Exhibit A in accordance with Section 7.02.

(b) The Parties shall establish a joint committee comprised of Representatives of each Party that will be responsible for coordinating the Parties' obligations and activities under this Agreement ("Coordination Committee"). Members of the Coordination Committee shall engage in regular communications and shall meet on a weekly basis during any period when PG&E is conducting any Development Activities. The Coordination Committee shall coordinate the Parties' cooperation and mutual compliance with this Agreement, and, if necessary, shall attempt to resolve any issues, conflicts or disputes that may arise in connection with Development Activities, in each case in a manner that facilitates (i) the development and construction of the CC8 Project, and (ii) the ongoing operation and maintenance of, and minimizes interruptions to, the Contra Costa Power Plant.

(c) PG&E shall submit a proposed construction plan and schedule to Delta at least six (6) months in advance of undertaking any Development Activity that requires access to the Contra Costa Land; provided, however, with respect to any Development Activity that requires access to the Contra Costa Land within six (6) months of the Effective Date, PG&E will submit a proposed construction plan and schedule to Delta with respect to such Development Activity within four (4) weeks of the Effective Date, but in no event less than two (2) weeks before any Development Activity commences (the "Construction Plan and Schedule"). Throughout the course of the Development Activities, each week PG&E shall provide Delta with a schedule containing a three-week "look-ahead" of major activities, and Delta's plant management and PG&E's project management shall meet weekly to discuss the three-week "look-ahead" schedule, activities that need to be coordinated and any other coordination issues. The Parties shall use commercially reasonable efforts to arrive at a mutually agreeable resolution of any coordination or scheduling issues. Each schedule PG&E provides to Delta will highlight any planned Outage.

(d) Delta shall be permitted to have a Representative attend and participate in each of the daily "tailboard" meetings at which the current day's Development Activities will be discussed.

(e) PG&E's and Delta's site staff will promptly address any issues raised by the other Party and report to the other Party how the issue was or is to be handled.

(f) Nothing in Delta's cooperation with PG&E to facilitate any of the Development Activities shall be deemed to (i) impute any responsibility or Liability to Delta regarding PG&E's obligations to third parties and Governmental or Regulatory Authorities, including regarding any Requirement applicable to PG&E, (ii) exculpate PG&E in any way from its sole responsibility for ensuring that the Development Activities satisfy and comply with all Requirements applicable to PG&E, and with Good Utility Practices, or (iii) exculpate PG&E from its obligations under this Agreement.

Section 2.04. Outages.

(a) PG&E shall use commercially reasonable efforts to schedule all Development Activities in a manner that minimizes, to the extent reasonably practicable consistent with the Construction Plan and Schedule, the number and duration of any Outages, including combining Outages.

(b) PG&E shall use commercially reasonable efforts to ensure that each Outage is reasonable both in duration and timing.

(c) Notwithstanding anything to the contrary in this Agreement, to the extent that any Development Activity requires or would cause an Outage, PG&E shall (i) provide notice and a proposed schedule for the requested Outage to Delta for review and approval as far in advance as practicable, and (ii) not commence any such Development Activity unless and until Delta has approved the timing and planned duration of such Outage, which approval shall not be unreasonably withheld or delayed; provided, however, that no such Outage shall be approved or taken to the extent that it would, or reasonably could be expected to, result in any damage to or create any unsafe condition at any unit of a Delta Plant, endanger or threaten the health or safety of any Delta Personnel or cause Delta to violate any Law.

(d) Delta shall use commercially reasonable efforts to obtain timely written approval from the CAISO for all Outages that satisfy the requirements of Section 2.04(c). No Outage may occur until Delta has received written approval from the CAISO for such Outage and, even after receipt of written approval from the CAISO for an Outage, such Outage and all Development Activities that necessitate such Outage shall be subject to cancellation or modification as dictated by the CAISO's periodic direction and instruction to Delta, as communicated by Delta to PG&E.

(e) PG&E shall not schedule, and Delta will not be obligated to approve, any Outage if such Outage shall cause Delta to incur any liability to a third party, provided that Delta must notify PG&E of such effect at the time PG&E notifies Delta of the planned schedule for such Outage. In that event, Delta shall use commercially reasonable efforts to cooperate with PG&E to schedule the requested Outage for a time when it would not have such effect.

Section 2.05. Substation Facilities.

(a) PG&E shall provide Delta with at least six (6) months advance written notice of the date upon which Delta will be required to discontinue use of the Substation Facilities.

Confidential
Document@ohslaw.com
2022-08-09 11:57:38 -0400

(b) PG&E shall coordinate and implement the Development Activities in respect of the Substation Facilities in compliance with any terms and conditions that may be imposed by the CAISO or any other Governmental or Regulatory Authority. Delta shall use commercially reasonable efforts to obtain written authorization from the CAISO by the date specified by PG&E and, to the extent required by applicable Requirements, any other Governmental or Regulatory Authority, to discontinue all operations at Units 4 and 5 of the Contra Costa Power Plant on a permanent basis. Delta shall not be required to discontinue use of the Substation Facilities until Delta has received such written authorization from the CAISO and, to the extent required by applicable Requirements, from any other Governmental or Regulatory Authority.

(c) After the discontinuance of all operations at Units 4 and 5 of the Contra Costa Power Plant on a permanent basis in accordance with Section 2.05(b), Delta shall quitclaim the existing tower structures and overhead conductors that currently connect the Substation Facilities to Units 4 and 5 of the Contra Costa Power Plant to PG&E for no additional consideration on an "as-is, where is" basis, without representation or warranty of any kind, including as to condition, specification, usefulness, repair or other characteristics, and without any recourse to or any retained liability or indemnity by Delta or any of its Affiliates. If PG&E does not use such tower structures or conductors in connection with the operation of the CC8 Project, then during the construction and interconnection of the 230kV Line, or as soon as practicable thereafter, PG&E shall remove them, at its sole cost and expense.

Section 2.06. Delta's Further Obligations.

(a) Delta shall use commercially reasonable efforts to:

(i) Avoid or prevent any Delta Personnel from unreasonably interfering with any of the Development Activities; and

(ii) Instruct Delta Personnel (A) to stay out of (1) PG&E's construction laydown areas, except as is necessary to access, operate and maintain the Delta Plants; (2) any building, structure or improvement located on the CC8 Real Property (other than the Excluded Assets); and (3) any portion of the CC8 Real Property other than the Delta easements on the CC8 Real Property (the "CC8 Area"), and (B) not to damage, use, take, move or remove any of PG&E's property, facilities or equipment.

(b) While in the CC8 Area, Delta shall comply, and shall use commercially reasonable efforts to cause all of its contractors and subcontractors to comply, with all of PG&E's applicable site and safety rules, regulations and procedures, as the same may be updated, amended and communicated to Delta by PG&E from time to time.

Section 2.07. Warehouse Fire Protection System.

(a) Solely in connection with the Development Activities, in using the existing fire protection system in the warehouse building located on the CC8 Real Property (the "Warehouse Fire Protection System"), PG&E may draw water from the CCPP Fire Protection

Confidential
drodman@riemerlaw.com
2025-09-05 11:37:36 GMT

System during any period when the Warehouse Fire Protection System is activated or otherwise necessary to fight a fire in the warehouse building; provided that such water shall be used solely by the Warehouse Fire Protection System, and shall be supplied solely through the interconnections, pipes, systems and equipment that connect the CCPP Fire Protection System to the Warehouse Fire Protection System as of the Execution Date.

(b) Upon the earlier to occur of the expiration of the Initial Term, or the date when PG&E has secured water for use in providing fire protection services at the CC8 Project and any necessary interconnections, pipes, systems and equipment that connect the Warehouse Fire Protection System to such alternative water supply system have been installed, PG&E shall (i) disconnect the Warehouse Fire Protection System from the CCPP Fire Protection System, and (ii) no longer be entitled to use any water supplied by the CCPP Fire Protection System for any purpose.

(c) Notwithstanding anything to the contrary in this Section 2.07, Delta shall at all times retain the right to require PG&E to discontinue its use of water supplied by the CCPP Fire Protection System, and to disconnect the Warehouse Fire Protection System from the CCPP Fire Protection System: (i) upon ninety (90) days prior written notice; or (ii) upon shorter notice if and to the extent that (A) Delta no longer is permitted to draw water from the San Joaquin River for use in the CCPP Fire Protection System, or (B) any Permit or Governmental or Regulatory Authority prohibits use of the CCPP Fire Protection System or water supplied thereby in the manner contemplated in this Section 2.07.

Section 2.08. CCPP Containment Basin.

(a) To the extent that PG&E is required to dewater the CC8 Real Property during construction of the CC8 Project, PG&E may discharge the water extracted during the dewatering process into the existing containment basin at the Contra Costa Power Plant (the "CCPP Containment Basin"); provided, however, that prior to any discharge of water from the CC8 Project into the CCPP Containment Basin, PG&E shall have obtained a Permit from the relevant Governmental or Regulatory Authority that authorizes such discharge and use of the Containment Basin, and shall have provided a copy of such Permit to Delta; and provided further, that PG&E shall ensure that: (i) all Hazardous Substances, including arsenic, are removed from any water that may be discharged by PG&E into the CCPP Containment Basin, except as permitted by applicable Permits held by PG&E and applicable Laws; and (ii) all discharges by PG&E into the CCPP Containment Basin comply fully with applicable Permits and Laws.

(b) Once all excavation work and installation of subsurface structures at the CC8 Project is complete, the right provided for in subpart (a) above shall terminate, and PG&E no longer shall have any right to use the CCPP Containment Basin.

(c) Notwithstanding anything to the contrary in this Section 2.08, Delta shall at all times retain the right to require PG&E to discontinue discharging water into or otherwise using the CCPP Containment Basin: (i) upon ninety (90) days prior written notice; or (ii) upon shorter notice if and to the extent that (A) any Permit or Governmental or Regulatory Authority prohibits use of the CCPP Containment Basin in the manner contemplated in this Section 2.08,

Confidential
2012-05-09 11:37:58-0700
dfoo@riemerlaw.com

(B) the Permit authorizing PG&E's discharge into and use of the Containment Basin is revoked or otherwise is no longer in effect, or (C) PG&E's discharges into or use of the CCPP Containment Basin fail to comply with any applicable Permit or Law. Without limiting the foregoing, Delta also shall at all times have the right to require PG&E to discontinue discharging water into the CCPP Containment Basin immediately upon notice if and to the extent that PG&E's discharges into or use of the CCPP Containment Basin interfere with or disrupt operations at the Contra Costa Power Plant.

Section 2.09. Electrical Disconnections; Grounding.

(a) As soon as reasonably practicable following a request by Delta, PG&E shall disconnect any electrical connection existing as of the Effective Date between the Contra Costa Power Plant, or any structure, building, fixture or equipment owned by Delta, and the CC8 Project, or any structure, building, fixture or equipment that is included in the CC8 Assets or otherwise owned or controlled by PG&E on the CC8 Real Property; provided, however, that PG&E shall disconnect all existing electrical connections between the Contra Costa Power Plant and the construction power transformer and the warehouse building located on the CC8 Real Property as soon as reasonably practicable after the Effective Date.

(b) PG&E shall ensure that the CC8 Project and all structures, buildings, fixtures and equipment on the CC8 Real Property are electrically grounded in a manner that protects the electrical safety of the Contra Costa Power Plant and all structures, buildings, fixtures and equipment on the Contra Costa Land.

Confidential
chrisman@riemanlaw.com
2024-08-09 11:37:28 -0400

ARTICLE III

PERMITS

Section 3.01. Separation. Except as provided in Section 2.07, PG&E agrees that it will not construct or operate the CC8 Project in a manner that (i) uses or relies on any Delta Plant for water for any purpose, or (ii) uses or relies on any Delta Permit other than Delta's Ammonia System Permits. In addition, the Parties acknowledge and agree that Delta shall not be obligated to provide any of the services under the Services Agreement, and shall not be obligated to allow PG&E to use any of Delta's facilities, systems, infrastructure, equipment or structures, to the extent that any of the foregoing causes, or reasonably could be expected to cause, the CEC to require Delta to retain status as a co-permittee, co-owner or co-operator for purposes of the AFC Permit, or otherwise to remain directly responsible to the CEC for compliance with the AFC Permit or any portion thereof. Under the foregoing circumstances, the Services Agreement requires the parties to amend the Services Agreement to eliminate the basis for the CEC requirement while endeavoring to provide to each party the benefit of the Services Agreement to the maximum extent possible.

Section 3.02. AFC Permit.

(a) As soon as practicable after the Effective Date, PG&E shall take all actions reasonably necessary to remove Delta as a co-owner, co-operator and responsible party under the AFC Permit, and to establish PG&E as the sole owner and operator of the CC8 Project

and the party solely responsible for compliance with the AFC Permit. Without limiting the foregoing, PG&E shall notify or inform the CEC or its staff regarding PG&E's agreement as to the matters specified in Section 3.01 and, if necessary to satisfy the requirements of the preceding sentence, shall submit a written statement to the CEC confirming that agreement.

(b) As soon as practicable after the Effective Date, PG&E shall take all actions reasonably necessary to amend and modify the AFC Permit such that the conditions of certification set forth therein no longer (i) contain or impose requirements or obligations applicable to any facility, equipment or property owned by Delta, or (ii) incorporate or rely on any Delta Permit, or make any authority to construct or operate the CC8 Project conditional on compliance with any Delta Permit; provided, however, that PG&E shall not be obligated to amend or modify the AFC Permit to remove references to any service that Delta remains obligated to provide to PG&E pursuant to the Services Agreement.

(c) Until Delta is removed as a responsible party under the AFC Permit in accordance with Section 3.02(a), PG&E shall give Delta a reasonable opportunity to review and comment, prior to their submission, on all written documents that may be submitted to the CEC in connection with PG&E's obligations under this Section 3.02.

(d) As soon as practicable after satisfying each of its obligations under this Section 3.02, PG&E shall provide Delta with notice thereof, which notice shall include documentation demonstrating PG&E's compliance with such obligation.

(e) Subject to Sections 3.03 and 3.05, Delta agrees to cooperate with PG&E and to take such actions as are reasonably necessary to assist PG&E in satisfying the requirements of Sections 3.02(a) and (b).

(f) Subject to Sections 3.02(c), 3.03 and 3.05, as of the Effective Date, PG&E will have the sole authority with respect to, and responsibility for, maintenance, amendments, modifications, clarifications and renewals of, and any enforcement, compliance or other activities relating to, the AFC Permit, including preparing all filings, correspondence, reports, documents and other written communications submitted to ("AFC Permit Filings"), and all other communications with, Governmental or Regulatory Authorities concerning the AFC Permit; provided, however, that in connection with exercising PG&E rights under this Section 3.02(f): (i) PG&E shall not, without Delta's prior written consent, make any statement, representation or commitment on behalf of Delta or, prior to the date that Delta is removed as a responsible party under the AFC Permit in accordance with Section 3.02(a), any statement to any Governmental or Regulatory Authority related to the legal status of, or Delta's compliance with, any of the Delta Permits; and (ii) Delta shall have the right to communicate directly with the CEC and its staff to the extent necessary, as determined by Delta in its reasonable discretion, to defend and protect Delta's interests; provided, however, that: (i) Delta shall not, without PG&E's prior written consent, make any statement, representation or commitment on behalf of PG&E or, prior to the date that Delta is removed as a responsible party under the AFC Permit in accordance with Section 3.02(a), any statement to any Governmental or Regulatory Authority related to the legal status of, or PG&E's compliance with, any of the CC8 Permits.

Confidential
dfreeman@sierrawest.com
2025-09-19 11:37:28 -0400

Section 3.03. Indemnity. Until Delta is removed as a responsible party under the AFC Permit in accordance with Section 3.02(a), PG&E shall indemnify, reimburse, defend and hold harmless Delta and its Affiliates, and their respective successors, assigns, directors, officers, employees and agents, from and against any and all Damages, and from and against any and all processing costs and costs associated with any new compliance, mitigation, monitoring, reporting or other requirement or condition incurred by Delta, in each case to the extent incurred in connection with, arising out of, or resulting from or incident to: (i) any alleged or actual violation of or instance of noncompliance with the AFC Permit after the Execution Date; or (ii) PG&E's efforts to amend or modify the AFC Permit pursuant to Sections 3.02(a) or (b).

Section 3.04. Removal of CC8 Project from the Delta Permits.

(a) For each currently issued Delta Permit and each Delta Permit in the process of being obtained that authorizes or upon issuance will authorize the owner of the CC8 Project to take river water (and associated species) based on the CC8 Project's anticipated operation as described in the Settlement Execution Date AFC Permit, PG&E shall have the right to notify the relevant Governmental or Regulatory Authorities that (i) the CC8 Project will be owned, constructed, operated and maintained by PG&E, not Delta, and (ii) the CC8 Project will not use river water (the "CC8 Take Permits Notice"). PG&E shall give Delta a reasonable opportunity to review and comment on the CC8 Take Permits Notice prior to its submission to any Governmental or Regulatory Authority. At PG&E's request, which may be provided for any reason, including as a result of the assertion by a relevant Governmental or Regulatory Authority that PG&E does not have standing or authority to deliver the CC8 Take Permits Notice, Delta shall deliver the CC8 Take Permits Notice in the form provided by PG&E to the relevant Governmental or Regulatory Authorities. The Parties' rights and obligations under this Section 3.04(a) shall terminate one hundred and eighty (180) days after the Effective Date.

(b) As soon as practicable after the Effective Date, Delta shall amend its application for renewal of the National Pollutant Discharge Elimination System Permit applicable to the Contra Costa Power Plant ("NPDES Permit") such that the NPDES Permit will not apply to the CC8 Project. Delta shall give PG&E a reasonable opportunity to review and comment, prior to their submission, on all documents submitted to the Regional Water Quality Control Board in connection with Delta's obligations under this Section 3.04(b).

Section 3.05. Limit on Delta's Obligations. Notwithstanding anything to the contrary in this Agreement, in performing its obligations under Sections 3.02(e) and 3.04(a): (a) Delta shall not be required to perform or accept any mitigation, requirement, condition or limitation applicable to Delta or any Delta Plant; and (b) Delta shall have the right, to be exercised in its sole discretion, to object to and challenge any of the foregoing on its own behalf in any available legal forum, including before the CEC; provided, however, that: (i) Delta shall not, without PG&E's prior written consent, make any statement, representation or commitment on behalf of PG&E or, prior to the date that Delta is removed as a responsible party under the AFC Permit pursuant to Section 3.02(a), any statement to any Governmental or Regulatory Authority related to the legal status of, or PG&E's compliance with, any of the CC8 Permits.

Section 3.06. AFC Lighting Condition. Delta agrees to install at the Contra Costa Power Plant, not later than ninety (90) days after the Effective Date, lighting fixtures that comply

with Condition of Certification VIS-3 in the Settlement Execution Date AFC Permit, and thereafter to maintain such fixtures in accordance with Good IPP Practices.

ARTICLE IV

INDEMNITY

Section 4.01. Indemnity.

(a) In addition to the indemnity in Section 3.03, PG&E shall, for itself and all PG&E Personnel, indemnify, reimburse, defend and hold harmless Delta and its Affiliates, and their respective successors, assigns, directors, officers, employees and agents, from and against any and all Damages, including any claim by any PG&E Personnel or any Delta Personnel for death, injury, loss or damage, in each case to the extent incurred in connection with, arising out of, resulting from or incident to:

(i) Any Development Activities;

(ii) All work and other activities performed on the Contra Costa Site by or at the direction or under the supervision of B&V pursuant to the EPC Contract, including commissioning activities, post-completion activities and warranty rework, whether conducted during or after the Initial Term;

(iii) PG&E's use of water supplied by or withdrawn from the CCPP Fire Protection System or the Contra Costa Power Plant, or PG&E's discharge of water into the CCPP Containment Basin, in each case including any Damages that may be incurred under any Delta Permit;

(iv) PG&E's breach of any covenant or agreement in this Agreement; or

(v) PG&E's failure to clean up, cure or perform any Remediation that is required under Environmental Law with respect to any Hazardous Substance that is spilled or deposited on or that otherwise enters onto the PG&E Easements or the Contra Costa Land in connection with or as a result of any Development Activities.

(b) Delta shall indemnify, reimburse, defend and hold harmless PG&E and its Affiliates, and their respective successors, assigns, directors, officers, employees and agents, from and against any and all Damages, in each case incurred in connection with, arising out of, resulting from or incident to Delta's breach of any covenant or agreement in this Agreement.

(c) PG&E and Delta hereby acknowledge and agree that each Party's indemnification obligations as set forth in this Agreement shall be fully enforceable in accordance with the terms set forth herein, and shall not be limited, amended or modified in any

Confidential
drodman@orrick.com
2022-08-09 11:57:59 -0400

way by or as a result of any agreement that may be executed in connection with Delta's assignment of the Assigned Contracts to PG&E, including any agreement that may be entered into by and between Delta and B&V in connection with Delta's assignment of the EPC Contract to PG&E. For the avoidance of doubt, PG&E further acknowledges and agrees that its indemnification obligations to Delta under this Agreement extend to the work and activities specified in Section 4.01(a)(ii).

Section 4.02. Procedures.

(a) The Party claiming indemnification under Section 3.03 or Section 4.01 (the "Indemnified Party") shall give the other Party (the "Indemnifying Party") written notice (an "Indemnification Claim Notice") within thirty (30) days of incurring any Damages, to the extent known, or the discovery of any fact upon which such Indemnified Party intends to base a request for indemnification under Section 3.03 or Section 4.01; provided, however, that the failure to give notice shall not result in a loss of rights or payment of Damages unless and to the extent that the failure to give notice shall result in higher Damages to the Indemnifying Party or shall prejudice the rights of the Indemnifying Party. Each Indemnification Claim Notice must contain a description of the claim and, to the extent known, the nature and amount of such Damages. The Indemnified Party shall furnish promptly to the Indemnifying Party copies of all papers and official documents received in respect of any Damages. All indemnification claims in respect of a Party, its Affiliates or their respective directors, officers, employees and agents (collectively, the "Indemnitees" and each an "Indemnitee") shall be made solely by such Party.

(b) If an Indemnified Party becomes aware of any matter it believes is indemnifiable hereunder involving any Damages claimed against the Indemnified Party by any third party (a "Third Party Claim"), the Indemnified Party shall give the Indemnifying Party prompt written notice of such Third Party Claim; provided, however, that the failure to give notice shall not result in a loss of rights or payment of Damages unless and to the extent that the failure to give notice shall result in higher Damages to the Indemnifying Party or shall prejudice the rights of the Indemnifying Party. Such notice shall (i) provide the basis on which indemnification is being asserted, and (ii) be accompanied by copies of all relevant pleadings, demands and other papers related to the Third Party Claim that are in the possession of the Indemnified Party. The Indemnifying Party shall have a period of fifteen (15) Business Days after delivery of such notice to respond to the Indemnified Party regarding its intent to elect to defend the Third Party Claim. If the Indemnifying Party elects to defend the Third Party Claim, the Indemnifying Party shall be obligated to diligently defend the Third Party Claim, at its own expense, and by counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall cooperate reasonably, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense and the Indemnified Party shall have the right to participate fully, at its own expense, in the defense of such Third Party Claim. If the Indemnifying Party fails to respond or responds within the required fifteen-Business Day period and declines or otherwise refuses to defend such Third Party Claim, the Indemnified Party shall be free, without prejudice to any of the Indemnified Party's rights hereunder, to compromise or defend (and control the defense of) such Third Party Claim. In such case, the Indemnifying Party shall cooperate reasonably, at its own expense, with the Indemnified Party and its counsel in the defense against such Third Party Claim, and the Indemnifying Party shall have the right to participate fully, at its own expense, in the defense of such Third Party Claim. Any settlement of

Confidential
CPUC-Prosecution-Team-0001
2019-09-11 13:39:30

a Third Party Claim shall require the prior written consent of both Parties, such consent not to be unreasonably withheld or delayed.

Section 4.03. Limitations.

(a) THE INDEMNIFICATION OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT EXTEND TO INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR SIMILAR DAMAGES, INCLUDING BUSINESS INTERRUPTION, LOST PROFITS, LOST PRODUCTION AT ANY GENERATING UNIT OR REPLACEMENT POWER COSTS, EXCEPT TO THE EXTENT PAYABLE PURSUANT TO A THIRD PARTY CLAIM.

(b) In the case of any Damages attributable to both Parties for which there would otherwise be indemnification under Section 4.01, the Parties shall contribute with respect to such Damages in proportion to their respective degrees of fault.

Section 4.04. Survival.

The provisions of Section 3.03 and this Article IV shall survive the termination or expiration of this Agreement.

Section 4.05. Remedies Exclusive.

The remedies set forth in Section 3.03, and in this Article IV and Article V, shall be exclusive and in lieu of any other remedies that may be available to the Indemnitees pursuant to any statutory or common law with respect to any Damages of any kind or nature incurred directly or indirectly resulting from or arising out of any breach of this Agreement (including alleged breaches or inaccuracies of any representation, warranty or covenant or for any alleged misrepresentation but excluding any claims for actual fraud) or the transactions contemplated hereby; provided, however, that either Party may seek appropriate equitable relief in a court of proper jurisdiction. Nothing herein is intended to, nor shall be construed to, affect, have an interpretative effect on, modify or terminate any other contract between any Party or its Affiliates or any rights or obligations under any such contracts.

ARTICLE V

INSURANCE

Section 5.01. Insurance Coverage.

(a) During the Initial Term, PG&E shall, at its sole cost and expense, purchase and maintain the following insurance coverages and minimum amounts of insurance written by a company or companies having an A.M. Best rating of A-VII or equivalent:

(i) Commercial General Liability insurance coverage providing coverage of no less than ten million dollars ($10,000,000) per occurrence and including Comprehensive Form, Premises and Operations, Blanket Written Contractual, Broad Form Property

drodriguez@emeralaw.com 2022-08-09 11:37:38 -0400 Confidential

Damage, Explosion, Collapse and Underground Hazard (XCU coverage), Sudden and Accidental Pollution and Personal Injury liability coverages. A cross liability and severability of interest clause shall be included;

(ii) Business Automobile Liability insurance including coverage for the operation of all owned, non-owned and hired vehicles including trailers with minimum limits of liability for bodily injury (including death) and property damage of ten million dollars ($10,000,000) combined single limit (and with no aggregate limit). PG&E's Business Automobile Liability insurance shall cover occurrences both at and away from the Contra Costa Site; and

(iii) Workers' compensation insurance or its substantial equivalent for PG&E Personnel for statutory obligations imposed by workers' compensation or occupational disease Laws of the U.S. and California, with limits of no less than one million dollars ($1,000,000) per accident.

(b) Notwithstanding the foregoing, PG&E may elect to self-insure for any required insurance, in which event, PG&E shall (i) be liable for the full equivalent of insurance coverage that would have been available if the applicable insurance policies had been obtained from a third party insurer up to the maximum amount of such insurance policy required pursuant to Section 5.01(a), (ii) pay all amounts that would have been payable by the third party insurer up to the maximum amount of such insurance policy required pursuant to Section 5.01(a) and (iii) act with the same promptness and subject to the same standards of good faith as would apply to a third party insurer. The limit on PG&E's liability specified in the foregoing clauses (i) and (ii) to the maximum amount of such insurance policy required pursuant to Section 5.01(a) shall not limit, modify or otherwise affect the indemnification provisions of Article IV, or the indemnification provisions contained in any other Transaction Document.

Section 5.02. Additional Insured.

If and when PG&E no longer self-insures any required insurance coverage in accordance with this Agreement, except with respect to worker's compensation and commercial general liability insurance, PG&E shall name Delta as an additional insured under required coverages as described above.

Section 5.03. Usual and Customary.

The policies maintained by PG&E in accordance with this Article V shall be of the type carried by PG&E on other similar properties insured by PG&E. PG&E shall not discriminate against the CC8 Assets or the CC8 Project in providing such insurance.

Section 5.04. Survival of Obligations.

The obligations set forth in this Article V shall continue after the expiration or termination of this Agreement or the termination of PG&E's obligations under this Article V

Confidential
drodman@BrightlaW.com
2022-08-09 11:57:38 -0700

upon the expiration of the Initial Term, in each case as to any matters that occurred during the Initial Term.

Section 5.05. Evidence of Coverage.

On the Execution Date, PG&E shall furnish to Delta a certificate of insurance from its insurance carrier(s) showing that the above required insurance and endorsements are in full force and effect, the amount of the carrier's liability thereunder, and further providing that the insurance shall not be cancelled unless at least thirty (30) days' prior written notice has been given to Delta. The previous sentence shall not apply to any policies that PG&E self-insures; provided that PG&E shall have provided written notice to Delta specifying which policies PG&E has elected to self-insure. Upon expiration of any required policy, PG&E shall send renewal certificates to Delta verifying continued compliance with PG&E's obligations under this Article V. No such cancellation, modification or change shall affect PG&E's obligation to maintain the insurance coverages required by this Article V. All certificates of insurance shall be in form and content reasonably acceptable to Delta.

Section 5.06. No Limitation on PG&E's Obligation; Compliance.

The obligation of PG&E to provide the insurance hereinabove specified shall not limit in any way PG&E's Liability or obligations under this Agreement. PG&E shall not violate or knowingly permit any violation of any conditions or terms of the policies of insurance required by this Agreement.

Section 5.07. Additional Requirements.

(a) PG&E shall bear all cost for payment of any and all premiums (whether payable at inception or retroactive), deductibles or self-insured retentions under its policies and shall remain solely and fully liable for the full amount of any claim or item not compensated by insurance in accordance with and subject to the limitations set forth in Article IV. PG&E's deductible shall encompass the costs of defense, including court costs and reasonable attorney's fees.

(b) Unless prohibited by Law, PG&E's insurers shall, and, in the case of self-insurance, PG&E shall, waive any right of recovery, under subrogation or otherwise, against Delta, its Affiliates and its employees for first party property claims in all applicable policies maintained or self-insured in accordance with this Article V.

ARTICLE VI

TERM; TERMINATION

Section 6.01. Term.

(a) Subject to Section 6.02, the term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until the last to occur of: (i) expiration of the Initial Term; (ii) completion of all Development Activities; (iii) completion of all work and other activities performed on the Contra Costa Site by or at the direction or under the

Confidential
2012-08-09 11:37:58 -0400

supervision of B&V pursuant to the EPC Contract, including commissioning activities, post-completion activities and warranty rework; and (iv) satisfaction of each Party's obligations under Article III (the "Term").

(b) Upon the expiration of the Term, the Parties shall be released and discharged from any obligations arising or accruing hereunder from and after the date of such expiration except as otherwise expressly provided herein. Expiration of the Term of this Agreement shall not discharge or relieve either Party from any obligation or Liability for any act or failure to act, or for any amounts payable, which may have accrued under the terms of this Agreement during the Term.

Section 6.02. *Initial Term.*

(a) Notwithstanding Section 6.01, any provision of this Agreement that is specified as being applicable during the Initial Term ("Initial Term Obligations") shall remain in effect until the expiration of the Initial Term, and thereafter shall terminate automatically without further action by the Parties and shall be of no further force or effect.

(b) Upon the expiration of the Initial Term, the Parties shall be released and discharged from any Initial Term Obligations arising or accruing hereunder from and after the date of such expiration except as otherwise expressly provided herein. Expiration of the Initial Term shall not discharge or relieve either Party from any liabilities for any act or failure to act, or for any amounts payable, in connection with any Initial Term Obligation that accrued under the terms of this Agreement during the Initial Term.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.01. Confidentiality.

(a) From and after the Execution Date, neither Party shall, without the prior written consent of the other Party, disclose to any Person confidential information of the other Party relating to or concerning this Agreement, the transactions contemplated herein and hereby, and the results of audits conducted herein and hereunder, except to employees or representatives who need to know such information for purposes of taxes, accounting, pending litigation and other matters necessary in respect of the performance of this Agreement, unless such Party has used its reasonable efforts to (i) consult with the other Party and obtain such other Party's consent in a timely manner, but has not been able to do so, and (ii) either (A) such Party has been advised by counsel that disclosure is required or advisable to be made under applicable Law or the requirements of a national securities exchange or another Governmental or Regulatory Authority, or (B) such Party has been advised by its independent accountants that disclosure is required in such Party's public financial statements or the notes thereto. If such Party is requested or required by documents subpoena, civil investigative demand, interrogatories, requests for information or other similar process to disclose any confidential information of the other Party in the course of its ownership of the CC8 Assets, the CC8 Project, the CC8 Real Property, any Delta Plant or the Contra Costa Land, as the case may be, such Party shall provide

Confidential
jhuman@rlerlaw.com
2022-08-09 11:57:23 -0400

the other Party with prompt notice of such request, demand or other similar process so that the other Party may seek an appropriate protective order or, if such request, demand or other similar process is mandatory, waive such Party's compliance with the provisions of this Section 7.01(a) as appropriate.

(b) The term confidential information as used in this Section 7.01 does not include information which (i) becomes generally available to the public other than as a result of disclosure by a Party, (ii) was available on a non-confidential basis prior to its disclosure by a Party, or (iii) becomes available to one of the Parties on a non-confidential basis from a source other than the other Party, provided that such source is not bound by a confidentiality agreement with the other Party.

(c) The Party receiving confidential information shall have no further obligations under this Section 7.01 with respect to such confidential information after the expiration of five (5) years after its receipt of such confidential information.

Section 7.02. Notices.

Except as otherwise expressly provided herein, all notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally against written receipt, by facsimile transmission with answer back confirmation or by nationally recognized overnight courier that maintains records of delivery to the Parties at the following addresses or facsimile number:

If to PG&E to:

Pacific Gas and Electric Company
Mail Code N12G
77 Beale Street
San Francisco, California 94105
Facsimile: (415) 973-0585
Attention: Vice President – Energy Procurement

With copies to:

Pacific Gas and Electric Company
Law Department, B30A
77 Beale Street
San Francisco, California 94105
Facsimile: (415) 973-5520
Attention: Chief Counsel Generation and Procurement

Confidential
droman@rjobrienlaw.com
2022-03-09 11:37:38 -0400

If to Delta to:

Mirant Delta, LLC
696 West Tenth Street
Pittsburg, California 94565
Facsimile: (925) 427-3518
Attention: President

With copies to:

Mirant Corporation
1155 Perimeter Center West
Atlanta, Georgia 30338
Facsimile: (678) 579-5001
Attention: General Counsel

All such notices, requests and other communications will (a) if delivered personally to the address as provided in this Section 7.02, be deemed given upon receipt; (b) if delivered by facsimile to the facsimile number as provided in this Section 7.02, be deemed given upon receipt by the sender of the answer back confirmation; and (c) if delivered by overnight courier to the address as provided in this Section 7.02, be deemed given upon receipt by the sender of the receipt confirmation. Any Party from time to time may change its address or facsimile number for the purpose of notices to that Party by giving notice specifying such change to the other Party in accordance with the terms of this Section 7.02.

Section 7.03. Entire Agreement.

This Agreement (and all exhibits and schedules attached hereto and all other documents delivered in connection herewith) supersedes all prior discussions and agreements among the Parties with respect to the subject matter hereof and contains the sole and entire agreement among the Parties with respect to the subject matter hereof.

Section 7.04. Waiver.

Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. No waiver by any Party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

Section 7.05. Amendment.

This Agreement may be amended, supplemented or modified only by a written instrument duly executed by each Party and referring specifically to this Agreement.

Confidential
drodman@mirant.com
2002-08-09 11:57:39.0400

Section 7.06. Third Party Beneficiaries.

The terms and provisions of this Agreement are intended solely for the benefit of each Party and its respective successors or permitted assigns and it is not the intention of the Parties to confer third-party beneficiary rights upon any Person.

Section 7.07. Assignment; Binding Effect.

Neither this Agreement nor any right, interest or obligation hereunder may be assigned by any Party without the prior written consent of the other Party, other than to an Affiliate or successor entity of such Party with a guarantee of performance by the assigning Party that is reasonably acceptable to the other Party, and any attempt to do so, other than as permitted herein, will be void. This Agreement is binding upon, inures to the benefit of and is enforceable by the Parties and their respective successors and permitted assigns.

Section 7.08. Headings.

The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

Section 7.09. Severability.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any Party will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from, and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar to the terms of such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the Parties.

Section 7.10. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS EXECUTED AND PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PRINCIPLES.

Section 7.11. Resolution of Conflicts.

Resolution of any and all controversies, disputes and claims arising out of, relating to, in connection with or resulting from this Agreement (or any transaction contemplated hereby), including as to the interpretation, performance, non-performance, validity, breach or termination of this Agreement, whether the claim is based on contract, tort, regulation, rule, statute or constitution and any claims raising questions of law, whether arising before or after

Confidential
dnodman@cmellaw.com
2022-05-06 11:37:38 0400

termination of this Agreement (each an "Agreement Dispute"), shall be exclusively governed by and settled in accordance with the provisions of this Section 7.11. Unless otherwise agreed in writing, the Parties shall continue to perform their obligations under the provisions of this Agreement during the course of dispute resolution pursuant to the provisions of this Section 7.11. Notice of an Agreement Dispute shall be provided to the other Party to this Agreement, which notice shall state with reasonable specificity the nature of the Agreement Dispute and the facts giving rise to such Agreement Dispute.

(a) Negotiation and Mediation.

(i) Negotiation. The Parties shall make a good faith attempt to resolve any Agreement Dispute through negotiation. Within thirty (30) days after notice of an Agreement Dispute is given by a Party to the other Party, each Party shall select one or more representatives who are the president of Delta (or the person filling the responsibilities and with the authority of the president) and a vice president of PG&E which representatives shall meet and make a good faith attempt to resolve such Agreement Dispute.

(ii) Mediation. If such representatives fail to resolve an Agreement Dispute within thirty (30) days after the first meeting of the representatives or fail to meet within thirty (30) days after the date of the applicable notice of an Agreement Dispute (such date, the "Mediation Trigger Date"), the Parties shall seek resolution of the Agreement Dispute through mediation, with a mediator mutually acceptable to the Parties. The representatives of the Parties selected pursuant to Section 7.11(a)(i) shall be in attendance at the mediation.

(iii) Settlement. If a settlement is mutually agreed upon as a result of the negotiation or mediation, then such settlement shall be recorded in writing, signed by the Parties, and shall be binding on them.

(b) Arbitration.

(i) Selection of Arbitrator. In the event that (A) the Parties fail to mutually agree upon a mediator pursuant to Section 7.11(a)(ii) of this Agreement within thirty (30) days after the Mediation Trigger Date or (B) any Agreement Dispute is not settled by the Parties within sixty (60) days after the Mediation Trigger Date, a Party may initiate arbitration by sending written notice to the other Party requesting arbitration and describing the Agreement Dispute and any proposed remedy. Within ten (10) Business Days after receipt of such notice, the Parties shall select a single arbitrator. If the Parties cannot agree on the selection of an arbitrator, the arbitrator shall be selected by the American Arbitration Association in

droadmap@pge.com 2022-03-09 17:37:38 -08:00 Confidential

accordance with its Commercial Arbitration Rules. The arbitrator selected under those procedures shall be a lawyer or retired judge with at least ten years' experience arbitrating complex commercial disputes.

(ii) Location. The arbitration shall be conducted in the City and County of San Francisco, California and shall be governed by the Commercial Arbitration Rules of the American Arbitration Association, except as modified herein or as agreed by the Parties in writing.

(iii) Discovery. The Parties shall have the right to conduct discovery in accordance with California Code of Civil Procedure Section 1238.05.

(iv) Hearing and Decision. After giving the Parties due notice of hearing, the arbitrator shall hear the Agreement Dispute submitted for arbitration and shall provide a reasoned, written decision within ninety (90) days after the completion of the hearing or such other date selected by agreement of the Parties. The decision of the arbitrator shall conform to applicable Law. The procedural and substantive law applied in the arbitration shall be the law of the State of California without regard to its conflict of law principles, unless the claims or defenses raise issues of federal Law in which case federal substantive law shall apply to those particular claims or defenses. The arbitrator shall be bound to apply the Law, including the rules of evidence, and shall be empowered to hear and determine dispositive motions, including motions to dismiss and motions for summary judgment. The arbitrator shall have no authority to alter the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Parties, and a Party may petition a court to correct or vacate the decision only upon grounds that an award contained therein was procured by corruption, fraud or other undue means and may not petition a court to correct or vacate the decision for failure of the arbitrator to apply the Law or any other grounds or reasons. Judgment may be entered on the decision in any court of competent jurisdiction upon the application of any affected Party.

(v) Injunctions. The arbitrator shall have the right to issue temporary restraining orders, preliminary injunctions and final injunctions.

(vi) Fees and Costs. The arbitrator may award costs and reasonable attorneys' fees to the prevailing Party. If both Parties prevail in part, such fees may be allocated between the Parties in such amounts as may be determined by the arbitrator based on the relative merits and amounts of each Party's claims.

Confidential
dro@rainmgmt.com
2024-09-09 11:57:38 -0400

(c) Specific Performance. Notwithstanding Section 7.11(b), the Parties agree that irreparable damage may occur in the event that the provisions of this Agreement are not performed in all material respects in accordance with their specific terms or are otherwise breached in any material respect. It is accordingly agreed that a Party shall be entitled to seek a temporary restraining order or preliminary injunction from any court of competent jurisdiction to maintain the status quo or otherwise to prevent a material breach of this Agreement and to enforce specifically the terms and provisions hereof until an arbitration proceeding can be commenced or an injunction hearing held.

Section 7.12. Jurisdiction.

(a) Except otherwise limited by applicable Law and subject to the dispute resolution procedures set forth in Section 7.11, each Party irrevocably and unconditionally submits to the exclusive jurisdiction of any California state court or federal court of the United States of America sitting in San Francisco, California, and any appellate court from any thereof, in any Action or Proceeding arising out of or related to this Agreement, or for recognition or enforcement of any judgment, and each Party hereby irrevocably and unconditionally agrees that all claims in respect of any such Action or Proceeding may be heard and determined in such California state court or, to the extent permitted by Law, in such federal court. Each Party agrees that a final judgment in any such Action or Proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(b) Each Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now have or hereafter have to the laying of venue of any Action or Proceeding arising out of or relating to this Agreement in any California state court or federal court sitting in San Francisco, California, as the case may be. Each Party hereby irrevocably waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Action or Proceeding in any such court.

(c) Each Party irrevocably consents to service of process in the manner provided for notices in Section 7.02. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

Section 7.13. Expenses.

Except as otherwise provided in this Agreement, each Party shall pay its own expenses and costs related to the preparation of this Agreement or the consummation of the transactions contemplated hereby.

Section 7.14. Counterparts.

This Agreement may be executed in any number of counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Confidential
draft@jenner.com
2022-08-09 17:37:28 -04'00'

Section 7.15. Schedules, Exhibits and Other Agreements.

The Exhibits, schedules, other agreements, certificates and notices specifically referred to herein, and delivered pursuant hereto, are an integral part of this Agreement.

Section 7.16. Construction.

The Parties agree that they have been represented by counsel during the negotiation, preparation and execution of this Agreement and, therefore waive the application of any Law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

Section 7.17. Further Assurances.

Each Party shall from time to time execute and deliver all such further documents and instruments as the other Party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement. The foregoing provisions of this Section 7.17 shall not be construed to require either Party to execute, acknowledge or deliver any further documents or instruments, or to take any other actions, which are inconsistent with its rights under this Agreement.

Section 7.18. No Personal Liability.

Each Party acknowledges and agrees that in no event shall any partner, shareholder, owner, officer, director, employee or Affiliate of either Party be personally liable to the other Party for any payments, obligations or performance due under this Agreement, or any breach or failure of performance of either Party, and the sole recourse for payment or performance of the obligations hereunder shall be against PG&E or Delta and each of their respective assets and not against any other Person, except for such liability as expressly assumed by an assignee pursuant to an assignment of this Agreement in accordance with the terms hereof.

Section 7.19. No Recourse to Affiliates.

This Agreement is solely and exclusively between the Parties and any obligations created herein shall be the sole obligations of the Parties. No Party shall have recourse to any Affiliate of any other Party for performance of such obligations unless the obligations are guaranteed or assumed in writing by the Person against whom recourse is sought.

Section 7.20. No Joint Venture.

Neither this Agreement nor anything contained herein shall be deemed to make either Party in any way or for any purpose a partner, joint venturer or associate in any relationship with the other Party.

Section 7.21. Representations of Delta.

Delta represents and warrants to PG&E as of the Execution Date as follows:

Confidential
draft agreement
2002-08-09 11:37:38 0400

(a) Delta is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all requisite power and authority to own its assets and carry on its business as currently conducted by it. Delta is duly authorized and qualified to conduct its business in California.

(b) Delta has all necessary corporate or other power and authority and has taken all actions necessary to enter into this Agreement, to carry out the transactions contemplated hereby, and to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Delta and, when executed and delivered by PG&E, will constitute a legal, valid and binding obligation of Delta enforceable against it in accordance with its terms except as limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (ii) laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(c) The execution and delivery by Delta of this Agreement, the performance by it of its obligations under this Agreement, and the consummation of the transactions contemplated hereby do not and shall not:

(i) conflict with or result in a violation or breach of any of the terms, conditions or provisions of Delta's Limited Liability Company Agreement;

(ii) conflict with or result in a violation or breach of any term or provision of any Law or Permit applicable to Delta or any Delta Plant; or

(iii) conflict with or result in a breach or default (or an event which, with notice or lapse of time or both, would constitute a breach or default) under, or result in the termination or cancellation of, or accelerate the performance required by, or result in the creation or imposition of any encumbrance upon any contract or lease to which Delta is a party or by which Delta is bound and which could have a material adverse effect on Delta's ability to perform its obligations under this Agreement.

Confidential
droodman@riemenlaw.com
2022-03-29 11:37:38 -0400

Section 7.22. Representations of PG&E.

PG&E represents and warrants to Delta as of the Execution Date as follows:

(a) PG&E is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has all requisite corporate power and authority to own its assets and carry on its business as currently conducted by it.

(b) PG&E has all necessary corporate power and authority and has taken all corporate actions necessary to enter into this Agreement, to carry out the transactions contemplated hereby, and to authorize the execution and delivery of this Agreement by PG&E

and the consummation of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by PG&E and, when executed and delivered by Delta, will constitute a legal, valid and binding obligation of PG&E enforceable against it in accordance with its terms except as limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (ii) laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(c) The execution and delivery by PG&E of this Agreement, and the performance by it of its obligations under this Agreement and the consummation of the transactions contemplated hereby do not and shall not:

(i) conflict with or result in a violation or breach of any of the terms, conditions or provisions of PG&E's Articles of Incorporation or Bylaws;

(ii) conflict with or result in a violation or breach of any term or provision of any Law applicable to PG&E; or

(iii) conflict with or result in a breach or default (or an event which, with notice or lapse of time or both, would constitute a breach or default) under, or result in the termination or cancellation of, or accelerate the performance required by, or result in the creation or imposition of any encumbrance upon any contract or lease to which PG&E is a party or by which PG&E is bound and which could have a material adverse effect on PG&E's ability to perform its obligations under this Agreement.

drodman@orrick.com
2022-08-09 11:37:58 -0400
Confidential

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Execution Date.

MIRANT DELTA, LLC

By:_____
Name:_____
Title: _____

PACIFIC GAS AND ELECTRIC COMPANY

By:_____
Name:_____
Title:_____

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT A

REPRESENTATIVES

For Delta:

Chuck Hicklin
Project Manager
Mirant Delta, LLC
3201 Wilbur Avenue
PO Box 1687
Antioch, California 94509
Facsimile: (925) 779-6540

Steve Anderson
Plant Manager
Mirant Delta, LLC
3201 Wilbur Avenue
PO Box 1687
Antioch, California 94509
Facsimile: (925) 779-6520

For PG&E:

Thomas Allen
Pacific Gas and Electric Company
245 Market St Room 1374
San Francisco, CA 94105
Facsimile: 415-973-7892

Confidential
drodriguez@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT B

DESCRIPTION OF CC8 REAL PROPERTY

A PORTION OF PARCEL "A" DESCRIBED AND RECORDED IN DOCUMENT NUMBER 99-0103334 (DOC#99-0103334) IN THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY LOCATED IN THE UN-INCORPORATED AREA OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE AT THE SOUTHEAST CORNER OF PARCEL "A" (DOC#99-0103334) AND RUNNING THENCE, ALONG THE NORTH LINE OF WILBUR AVENUE, NORTH, 89° 03' 50" WEST, 464.11 FEET TO A NAIL AND TAG STAMPED "LS 4802"; THENCE, NORTH 00° 47' 10" EAST, 1105.66 FEET TO A POINT OF TANGENCY MARKED BY A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 4802"; THENCE, ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 68.00 FEET, A DELTA OF 51° 10' 06" AND AN ARC LENGTH OF 60.73 FEET TO A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 4802"; THENCE NORTH 50° 22' 56" WEST, 44.47 FEET TO A POINT IN THE EAST LINE OF PARCEL "B" DESCRIBED AND RECORDED IN DOCUMENT NUMBER 99-0103334 (DOC#99-0103334) IN THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY, WHICH SAID POINT BEARS NORTH 00° 47' 10" EAST, 429.76 FEET FROM THE SOUTHEAST CORNER OF SAID PARCEL "B" (DOC#99-0103334); THENCE, ALONG THE EAST LINE OF PARCEL "B" (DOC#99-0103334) NORTH 00° 47' 10" EAST, 154.20 FEET TO THE NORTHEAST CORNER OF PARCEL "B" (DOC#99-0103334); THENCE, ALONG THE NORTH LINE OF PARCEL "B" (DOC#990103334), NORTH 89° 06' 50" WEST, 163.43 FEET TO A POINT OF CUSP; THENCE LEAVING SAID NORTH LINE ALONG A CURVE TO THE RIGHT HAVING A RADIAL BEARING OF NORTH 69° 27' 14" EAST, A RADIUS OF 620.00 FEET, A DELTA OF 21° 35' 54" AND AN ARC LENGTH OF 233.72 FEET TO A POINT OF TANGENCY MARKED BY A 1" IRON PIPE WITH PLASTIC CAP STAMPED "LS 4802"; THENCE, NORTH 01° 03' 08" EAST, 380.39 FEET TO A 1" IRON PIPE WITH PLASTIC CAP STAMPED "LS 4802"; THENCE, NORTH 48° 26' 32" EAST, 71.79 FEET TO A NAIL AND TAG STAMPED "LS 4802"; THENCE, NORTH 00° 59' 26" EAST, 451.05 FEET TO A NAIL AND TAG STAMPED "LS 4802"; THENCE, SOUTH 87° 09' 11" EAST 197.66 FEET TO A POINT WHICH BEARS SOUTH 87° 09' 11" EAST, 5.00 FEET FROM A NAIL AND TAG STAMPED "LS 4802"; THENCE, NORTH 07° 18' 15" EAST, 97.00 FEET TO A STEEL FENCE POST CORNER; THENCE, SOUTH 81° 45' 55" EAST, 122.77 FEET TO A STEEL FENCE POST CORNER; THENCE, SOUTH 00° 29' 42" WEST, 79.16 FEET TO A STEEL FENCE POST CORNER; THENCE, NORTH 89° 41' 11" EAST, 64.75 FEET TO A STEEL GATE POST; THENCE, NORTH 63° 51' 15" EAST, 21.20 FEET TO A STEEL GATE POST; THENCE, NORTH 12° 04' 06" EAST, 94.19 FEET; THENCE, NORTH 80° 25' 35" EAST, 107.67 FEET; THENCE, NORTH 39° 28' 06" EAST, 220.11 FEET TO A POINT IN THE EAST LINE OF PARCEL "A" (DOC#99-0103334), WHICH SAID POINT BEARS NORTH 00° 50' 30" EAST, 2739.03 FEET FROM AN

Document Not Official
Contact Contra Costa County

ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE; THENCE ALONG THE EAST BOUNDARY OF SAID PARCEL "A" (DOC#99-0103334), SOUTH 00° 50' 30" WEST, 2739.03 FEET, RETURNING TO THE POINT OF BEGINNING, THE DESCRIBED PARCEL CONTAINS 33.63 ACRES.

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT C

DESCRIPTION OF CONTRA COSTA LAND

PARCEL "A"

A PORTION OF PARCEL "A" DESCRIBED AND RECORDED IN DOCUMENT NUMBER 99-0103334 (DOC#99-0103334) IN THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY LOCATED IN THE UN-INCORPORATED AREA OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PUNCHED 1" BRASS DISK COMMON TO THE CORNERS OF SECTIONS 16, 17, 20 AND 21 OF SAID TOWNSHIP AND RUNNING THENCE, SOUTH 89° 04' 50" EAST, 661.00 FEET AND NORTH 00° 47' 10" EAST, 42.00 FEET TO AN ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE, SAID POINT BEING THE TRUE POINT OF BEGINNING AND IS LOCATED IN THE EASTERN BOUNDARY LINE OF THAT PARCEL OF LAND DESCRIBED AND RECORDED IN BOOK 1217 AT PAGE 398 (1217 OR 398) OF THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY.

THENCE, FROM SAID TRUE POINT OF BEGINNING, ALONG SAID EAST BOUNDARY LINE (1217 OR 398), NORTH 00° 47' 10" EAST, 2159.13 FEET TO A POINT IN THE ORDINARY HIGH WATER MARK ON THE SOUTHERLY SIDE OF THE SAN JOAQUIN RIVER; THENCE, ALONG SAID HIGH WATER MARK, NORTH 58° 59' 10" EAST, 208.03 FEET; THENCE, NORTH 00° 55' 10" EAST, 58.05 FEET TO A POINT IN THE ORDINARY LOW TIDE LINE; THENCE, ALONG SAID LOW TIDE LINE THE FOLLOWING COURSES, NORTH 68° 13' 10" EAST, 693.67 FEET; THENCE, NORTH 74° 00' 10" EAST, 981.16 FEET; THENCE, SOUTH 81° 01' 52" EAST, 1011.22 FEET TO A POINT IN THE EAST LINE OF PARCEL "A" (DOC#99-0103334), WHICH SAID POINT BEARS NORTH 00° 50' 30" EAST, 2739.03 FEET FROM AN ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE; THENCE ALONG THE EAST BOUNDARY OF SAID PARCEL "A" (DOC#99-0103334), SOUTH 00° 50' 30" WEST, 2739.03 FEET TO SAID ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE AT THE SOUTHEAST CORNER OF PARCEL "A" (DOC#99-0103334) SAID POINT ALSO BEING ON THE NORTHERN RIGHT OF WAY LINE OF WILBUR AVENUE; THENCE, ALONG SAID RIGHT OF WAY, NORTH 89° 03' 50" WEST, 779.45 FEET; THENCE, NORTH 89° 04' 50" WEST, 1975.69 FEET RETURNING TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL "B"

COMMENCING AT AN ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE AT THE SOUTHEAST CORNER OF PARCEL "A" (DOC#99-0103334) AND RUNNING THENCE, ALONG THE NORTH RIGHT OF WAY LINE OF

WILBUR AVENUE, NORTH 89° 03' 50" WEST, 524.11 FEET; THENCE, LEAVING SAID RIGHT OF WAY AND RUNNING NORTH 00° 47' 10" EAST, 756.60 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE SOUTHEAST CORNER OF PARCEL "B" AS DESCRIBED IN DOCUMENT NUMBER 99-0103334 (DOC#99-0103334) IN THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY; THENCE, ALONG THE BOUNDARY OF SAID PARCEL "B" (DOC#99-0103334) THE FOLLOWING COURSES; NORTH 89° 06' 50" WEST, 1213.84 FEET; NORTH 00° 53' 10" EAST, 24.94 FEET; NORTH 89° 06' 50" WEST, 446.07 FEET ; NORTH 00° 53' 10" EAST, 226.17 FEET; NORTH 20° 12' 00" WEST, 215.78 FEET; NORTH 89° 06' 50" WEST, 37.13 FEET; NORTH 00° 53' 10" EAST, 59.70 FEET; NORTH 45° 53' 10" EAST, 14.62 FEET; SOUTH 89° 06' 50" EAST, 657.72 FEET TO A POINT OF TANGENCY; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET, A DELTA OF 48° 49' 21" AND AN ARC LENGTH OF 153.38 FEET TO A POINT OF CUSP; THENCE, SOUTH 89° 06' 50" EAST, 806.68 FEET TO A POINT OF CUSP; THENCE LEAVING THE NORTH LINE OF PARCEL "B" (DOC#99-0103334) ALONG A CURVE TO THE RIGHT HAVING A RADIAL BEARING OF NORTH 69° 27' 14" EAST, A RADIUS OF 620.00 FEET, A DELTA OF 21° 35' 54" AND AN ARC LENGTH OF 233.72 FEET TO A POINT OF TANGENCY MARKED BY A 1" IRON PIPE WITH PLASTIC CAP STAMPED "LS 4802"; THENCE, NORTH 01° 03' 08" EAST, 380.39 FEET TO A 1" IRON PIPE WITH PLASTIC CAP STAMPED "LS 4802"; THENCE, NORTH 48° 26' 32" EAST, 71.79 FEET TO A NAIL AND TAG STAMPED "LS 4802" ; THENCE, NORTH 00° 59' 26" EAST, 451.05 FEET TO A NAIL AND TAG STAMPED "LS 4802"; THENCE, SOUTH 87° 09' 11" EAST 197.66 FEET TO A POINT WHICH BEARS SOUTH 87° 09' 11" EAST, 5.00 FEET FROM A NAIL AND TAG STAMPED "LS 4802"; THENCE, NORTH 07° 18' 15" EAST, 97.00 FEET TO A STEEL FENCE POST CORNER; THENCE, SOUTH 81° 45' 55" EAST, 122.77 FEET TO A STEEL FENCE POST CORNER; THENCE, SOUTH 00° 29' 42" WEST, 79.16 FEET TO A STEEL FENCE POST CORNER; THENCE, NORTH 89° 41' 11" EAST, 64.75 FEET TO A STEEL GATE POST; THENCE, NORTH 63° 51' 15" EAST, 21.20 FEET TO A STEEL GATE POST; THENCE, NORTH 12° 04' 06" EAST, 94.19 FEET; THENCE, NORTH 80° 25' 35" EAST, 107.67 FEET; THENCE, NORTH 39° 28' 06" EAST, 220.11 FEET TO A POINT IN THE EAST LINE OF PARCEL "A" (DOC#99-0103334), WHICH SAID POINT BEARS NORTH 00° 50' 30" EAST, 2739.03 FEET FROM AN ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE; THENCE ALONG THE EAST BOUNDARY OF SAID PARCEL "A" (DOC#99-0103334), SOUTH 00° 50' 30" WEST, 2739.03 FEET TO AN ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE AT THE SOUTHEAST CORNER OF PARCEL "A" (DOC#99-0103334), SAID POINT ALSO BEING ON THE NORTHERN RIGHT OF WAY LINE OF WILBUR AVENUE; THENCE, ALONG SAID RIGHT OF WAY, NORTH 89° 03' 50" WEST, 464.11 FEET TO A NAIL AND TAG STAMPED "LS 4802" ; THENCE, NORTH 00° 47' 10" EAST, 1105.66 FEET TO A POINT OF TANGENCY MARKED BY A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 4802"; THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 68.00 FEET, A DELTA OF 51° 10' 06" AND AN ARC LENGTH OF 60.73 FEET TO A POINT OF TANGENCY MARKED BY A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 4802"; THENCE NORTH 50° 22' 56" WEST, 44.47 FEET TO A POINT IN THE EAST LINE OF PARCEL "B" (DOC#99-0103334) WHICH BEARS NORTH 00° 47' 10" EAST, 429.76 FEET

Confidential Document
Property of PG&E
Do Not Copy

FROM THE POINT OF BEGINNING; THENCE, SOUTH 00° 47' 10" WEST, 429.76 FEET RETURNING TO THE POINT OF BEGINNING.

THE DESCRIBED PARCEL "A", LESS THE EXCEPTION DESCRIBED HEREIN CONTAINS 113.63 ACRES.

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT D
SERVICES AGREEMENT

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXECUTION COPY

SERVICES AGREEMENT

by and between

MIRANT DELTA, LLC

and

PACIFIC GAS AND ELECTRIC COMPANY

dated as of November __, 2006

Confidential
drodman@riemenlaw.com
2022-08-09 11:37:38 -0400

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS AND RULES OF INTERPRETATION 1

Section 1.01 Defined Terms. 1

Section 1.02 Construction of Certain Terms and Phrases. 8

ARTICLE II AMMONIA SERVICES 9

Section 2.01 Ammonia System. 9

Section 2.02 Coordination; Commencement Date. 9

Section 2.03 Operations. 10

Section 2.04 Cost Reimbursement; Capital Improvements. 10

ARTICLE III SEPTIC SYSTEM SERVICES 11

Section 3.01 CC8 Sanitary Wastewater. 11

Section 3.02 Costs; Reimbursement. 12

Section 3.03 Septic System Transportation System. 12

ARTICLE IV SECURITY SERVICES 12

Section 4.01 Security Services. 12

Section 4.02 Costs. 13

Section 4.03 Security Guard Company. 13

Section 4.04 Additional Hours. 13

ARTICLE V COORDINATION; EXPEDITED REPAIRS; PERFORMANCE FAILURES 13

Section 5.01 Representatives. 13

Section 5.02 Cooperation and Coordination. 14

Section 5.03 Operating Procedures. 14

Section 5.04 Notice. 14

Section 5.05 Expedited Repairs. 14

Section 5.06 Obligation to Communicate and Cure. 15

ARTICLE VI LEGAL REQUIREMENTS; PERMITS; LIMITATIONS 15

Section 6.01 Limitations. 15

Section 6.02 Compliance with Legal Requirements. 16

ARTICLE VII NON-DEDICATION 18

Section 7.01 Non-Dedication. 18

Section 7.02 Cooperation. 18

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

TABLE OF CONTENTS

Page

ARTICLE VIII PURCHASE OPTION 18

Section 8.01 PG&E's Option to Purchase the CCPP Ammonia Facility. 18

ARTICLE IX PAYMENT AND BILLING 19

Section 9.01 Payment and Reimbursement Obligations. 19

Section 9.02 Rounding. 20

Section 9.03 Invoices and Billing. 20

Section 9.04 Timing of Payments; Late Charges. 21

Section 9.05 Invoice Disputes. 21

Section 9.06 Examination of Records and Charts. 21

ARTICLE X INDEMNIFICATION 22

Section 10.01 Indemnification. 22

Section 10.02 Limitations. 24

Section 10.03 Contribution. 24

Section 10.04 Remedies Exclusive. 25

Section 10.05 Survival. 25

ARTICLE XI REPRESENTATIONS AND WARRANTIES 25

Section 11.01 Representations of Delta. 25

Section 11.02 Representations of PG&E. 26

Section 11.03 Disclaimer of Warranties. 27

ARTICLE XII FORCE MAJEURE 27

Section 12.01 Excuse for Nonperformance. 27

Section 12.02 Mitigation. 27

Section 12.03 Notice. 28

ARTICLE XIII EVENTS OF DEFAULT AND REMEDIES 28

Section 13.01 Events of Default. 28

Section 13.02 Remedies for Breach. 29

Section 13.03 No Interruption. 30

ARTICLE XIV TERM; TERMINATION 30

Section 14.01 Effectiveness; Term. 30

Section 14.02 Early Termination. 30

Section 14.03 Discharge of Obligations Upon Termination. 30

Confidential
dmadman@riemerlaw.com
2022-08-09 11:37:38 -0400

TABLE OF CONTENTS

Page

ARTICLE XV MISCELLANEOUS 31

Section 15.01	Confidentiality.	31
Section 15.02	Notices.	32
Section 15.03	Entire Agreement.	33
Section 15.04	Waiver.	33
Section 15.05	Amendment.	33
Section 15.06	Third Party Beneficiaries.	34
Section 15.07	Assignment; Binding Effect.	34
Section 15.08	Headings.	34
Section 15.09	Severability.	34
Section 15.10	Governing Law.	34
Section 15.11	Resolution of Conflicts.	34
Section 15.12	Jurisdiction	37
Section 15.13	Expenses.	37
Section 15.14	Counterparts	38
Section 15.15	Schedules and Exhibits.	38
Section 15.16	Construction	38
Section 15.17	Further Assurances.	38
Section 15.18	Insurance Coverage.	38
Section 15.19	No Personal Liability.	40
Section 15.20	No Recourse to Affiliates.	40
Section 15.21	No Joint Venture	40

EXHIBITS

A – PAYMENT SCHEDULE
B – REPRESENTATIVES
C – "ROUTINE" AND "NON-ROUTINE" OPERATIONS AND MAINTENANCE
D - DESCRIPTION OF CC8 REAL PROPERTY

Confidential
droldman@riemerlaw.com
2022-08-09 11:37:38 -0400

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into as of November __, 2006 (the "Execution Date"), by and between Mirant Delta, LLC, a Delaware limited liability company, with its principal place of business at 696 West Tenth Street, Pittsburg, California 94565 ("Delta"), and Pacific Gas and Electric Company, a California corporation, with its principal place of business at 77 Beale Street, San Francisco, California 94105 ("PG&E").

WITNESSETH

WHEREAS, Delta owns and operates the Contra Costa Power Plant and may develop other Antioch Plants in the future;

WHEREAS, PG&E, Delta and Mirant Procurement have entered into the CC8 Asset Transfer Agreement under which, subject to the terms and conditions contained therein, Delta and Mirant Procurement have agreed to transfer to PG&E the CC8 Assets;

WHEREAS, upon its acquisition of the CC8 Assets and completion of the transactions contemplated by the CC8 Asset Transfer Agreement, PG&E intends to pursue the development, construction and operation of the CC8 Power Plant, which will be located on a site adjacent to the site on which the Contra Costa Power Plant is located;

WHEREAS, the CC8 Power Plant was designed and permitted such that it will rely on certain facilities that are used to store ammonia and provide related services for the Contra Costa Power Plant; and

WHEREAS, Delta and PG&E have agreed to enter into this Agreement to provide for PG&E's use of certain portions of the ammonia facilities owned by Delta, and to set forth the Parties' respective rights and obligations with respect to the operation and maintenance of the Antioch Plants and the CC8 Power Plant, on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Delta and PG&E agree as follows:

ARTICLE I
DEFINITIONS AND RULES OF INTERPRETATION

Section 1.01 Defined Terms.

As used in this Agreement, the following defined terms have the meanings ascribed to them below:

"Adjustment Factor" has the meaning set forth in Section 9.01(c).

Confidential
drodriguez@rienergy.com
2022-08-09 11:37:39 -0700

"AFC Permit" means the decision of the CEC issued in CEC Docket No. 00-AFC-1 on May 30, 2001 approving Delta's Application for Certification of the Contra Costa Unit 8 Power Project, as modified by the order issued by the CEC in Docket No.00-AFC-1C on July 19, 2006, and as such decision may be further modified from time to time.

"Affiliate" of any Person means an individual or entity that directly or indirectly controls, is controlled by or is under common control with such Person, whether by ownership of an equity interest or otherwise.

"Agreement" has the meaning set forth in the first paragraph of this Agreement.

"Agreement Dispute" has the meaning set forth in Section 15.11.

"Ammonia Facility RMP" means any risk management plan required by applicable Governmental or Regulatory Authorities with respect to the construction, use, operation or maintenance of the Ammonia System or any portion thereof.

"Ammonia System" means, collectively, the Ammonia Tanks, the CCPP Ammonia Facility, the CC8 Ammonia Delivery System and the CCPP Ammonia Delivery System.

"Ammonia System Permits" means any and all Permits that apply to, or that impose or contain any requirement, restriction, limitation or specification that applies to, the ownership, use, operation or maintenance of the Ammonia System or any portion thereof, or the storage or delivery of ammonia, including all Ammonia Facility RMPs held by either Party.

"Ammonia Tanks" means the CC8 Ammonia Tank and/or the CCPP Ammonia Tanks, as applicable.

"Antioch Plants" means the Contra Costa Power Plant and any generating units that may be built by Delta in the future located on the Contra Costa Power Plant Site, together with all associated appurtenant structures, fixtures, equipment and other personal property interests now or hereafter owned, operated or leased by Delta.

"ATA Execution Date" means June 10, 2005.

"Business Day" means a day other than Saturday, Sunday or any day on which banks located in San Francisco, California are authorized or obligated to close.

"CC8 Ammonia" means ammonia procured by PG&E directly from the supplier for delivery to and storage in the CC8 Ammonia Tank.

"CC8 Ammonia Tank" means the ammonia tank and associated pumps, pipes and control systems transferred to PG&E pursuant to the CC8 Asset Transfer Agreement and located in the CCPP Ammonia Facility.

"CC8 Ammonia Delivery System" means all pipes, facilities, equipment and structures necessary to deliver or transport CC8 Ammonia to the CC8 Power Plant.

drodriguez@rfmenlaw.com
2022-06-09 11:41:38 -0400
Confidential

"CC8 Asset Transfer Agreement" means the Amended and Restated Asset Transfer Agreement, dated as of November 22, 2006, by and among Delta, Mirant Procurement and PG&E.

"CC8 Assets" has the meaning set forth in the CC8 Asset Transfer Agreement.

"CC8 Power Plant" means, if constructed by PG&E, the nominally rated 530 megawatt combined-cycle electricity generating facility known as the Contra Costa Unit 8 Power Project, as more particularly described in the AFC Permit, and all appurtenant structures, fixtures, equipment and other personal and real property interests to be constructed, owned, used, maintained, managed, controlled or operated by PG&E as part of such facility, whether completed or at any stage of development.

"CC8 Real Property" means that certain parcel of real property that is located in unincorporated Contra Costa County, California just north of the City of Antioch, as more particularly described in Exhibit D to this Agreement.

"CC8 Sanitary Wastewater" means wastewater discharged exclusively from the toilets, sinks, showers and water fountains located at the CC8 Power Plant to the Septic System at the applicable tie-in point.

"CCPP Ammonia Delivery System" means all pipes, facilities, equipment and structures used to deliver ammonia from the CCPP Ammonia Facility to the Contra Costa Power Plant.

"CCPP Ammonia Facility" means the Contra Costa Power Plant's existing ammonia storage facility and other facilities necessary for the operation of the Ammonia Tanks, including associated offloading facilities, monitoring equipment, sump pump and piping up to the Ammonia Tanks, but excluding the Ammonia Tanks, the CC8 Ammonia Delivery System and the CCPP Ammonia Delivery System.

"CCPP Ammonia Facility Site" means the real property upon which the CCPP Ammonia Facility is located.

"CCPP Ammonia Tanks" means the three (3) ammonia tanks and associated pumps, pipes and control systems located in the CCPP Ammonia Facility and, as of the Execution Date, dedicated for use in connection with the operation of the Contra Costa Power Plant.

"CEC" means the California Energy Resources Conservation and Development Commission, also known as the California Energy Commission, or its regulatory successor.

"Change in Law" means the enactment, adoption or promulgation of, or repeal or modification or change in, any applicable Law.

"Commencement Date" has the meaning set forth in Section 2.02(b).

Confidential
drountree@rienerlaw.com
2012-08-09 11:37:38 -0400

"Consumer Price Index" means the Consumer Price Index-All Urban Consumers (series id CUUR0000SA0) Not Seasonally Adjusted U.S. City Average All Items Base Period 1982-84 = 100 published by the U.S. Department of Labor, Bureau of Labor Statistics.

"Consumer Price Index Base" means the Consumer Price Index of the month and year of the ATA Execution Date.

"Consumer Price Index Current Year" means the Consumer Price Index of the same month as the Consumer Price Index Base in the then-current year.

"Contra Costa Power Plant" means the electricity generating facility in existence as of the Execution Date that is (a) generally known as the Contra Costa Power Plant, (b) located on the Contra Costa Power Plant Site, and (c) owned by Delta, but excluding the CC8 Assets.

"Contra Costa Power Plant Site" means the parcel of real property upon which the Contra Costa Power Plant is located, excluding the CC8 Real Property.

"Cure Plan" means a written plan submitted by a Party pursuant to Section 13.01(b) in respect of its default in a performance obligation hereunder (other than a payment obligation), which written plan shall set forth, to the extent known, in reasonable and appropriate detail (a) the cause and circumstances of such Party's default in performance, (b) the actions that such Party proposes to take to remedy such default, (c) the estimated time period for effecting such actions, which shall not, without the consent of the other Party, exceed a time period that is reasonably commensurate with the nature of the cause and circumstances of the default, and with the complexity and difficulty of the actions required to remedy such default, including resolution of any negotiations with any Governmental or Regulatory Authority regarding compliance with a Legal Requirement, and (d) the estimated cost of effecting such actions.

"Damages" has the meaning set forth in Section 10.01(a).

"Delta" has the meaning set forth in the first paragraph of this Agreement.

"Delta Default" means any breach, nonperformance or noncompliance by Delta with the terms and conditions of this Agreement, or any act or omission of any director, officer, agent, employee, contractor or subcontractor of Delta constituting gross negligence or willful misconduct with respect to this Agreement, in any event to the extent not caused by an event of Force Majeure or a PG&E Default.

"Delta Notice of Early Termination" has the meaning set forth in Section 14.02(c).

"Event of Default" has the meaning set forth in Section 13.01.

"Execution Date" has the meaning set forth in the first paragraph of this Agreement.

"Expiration Date" has the meaning set forth in Section 14.01.

Confidential
dmuman@crowell.com
2024-08-09 21:57:58 0400

"Force Majeure" means circumstances beyond the reasonable control of and not occurring due to the fault or negligence or willful misconduct of the Party claiming Force Majeure that cause such Party to be unable to perform part or all of its obligations under this Agreement, which circumstances could not be overcome by the exercise of commercially reasonable efforts and could not have been avoided by the adherence to Prudent Operating Practices by the Party affected. Such circumstances shall be deemed to include riots, wars (declared or undeclared), insurrections, sabotage, rebellions, terrorist acts, civil disturbances, acts of God, explosions, fires, major equipment failures, a Change in Law, a Material Permit Change, actions or inactions by any Governmental or Regulatory Authority, administrative or judicial determinations by a Governmental or Regulatory Authority or the final resolution of any third party lawsuit objecting to renewed, modified or new Permit requirements, or enforcing compliance with any applicable Permit or Law, and strikes and other labor disputes (including collective bargaining disputes and lockouts) involving a Party; provided, however, that (a) any lack of money, and (b) changes in market conditions shall not constitute Force Majeure with respect to such Party. Failure of either Party to perform such Party's obligations under this Agreement due to the failure of any subcontractor of such Party to perform any obligation to such Party will not constitute Force Majeure hereunder unless such subcontractor is excused from performance under its applicable agreement with such Party, and such agreement contains terms in respect of Force Majeure that are substantively the same as those contained in this Agreement, including this definition of Force Majeure. The foregoing does not require the settlement of any strike, walkout, lockout or other labor dispute on terms that, in the sole judgment of the Party involved in the dispute, are contrary to its interest. It is understood and agreed that the settlement of strikes, walkouts, lockouts or other labor disputes will be at the sole discretion of the Party experiencing such events.

"Good IPP Practices" means those practices, methods, specifications and standards of safety and performance, as the same may change from time to time, as are commonly used by the independent power industry in the State of California, which in the exercise of reasonable professional judgment and in the light of the facts known at the time the decision was made, are considered good, safe and prudent practice in connection with the design, construction and use of electrical and other equipment, facilities and improvements, with commensurate standards of safety, performance, dependability, efficiency and economy, and as are in accordance with generally accepted national standards of professional care, skill, diligence and competence applicable to the independent power industry in the State of California.

"Governmental or Regulatory Authority" means any court, tribunal, arbitrator, authority, agency, body, bureau, commission, department, official or other instrumentality of the United States or any state, county, city or other political subdivision.

"Indemnification Claim Notice" has the meaning set forth in Section 10.01(c).

"Indemnified Party" has the meaning set forth in Section 10.01(c).

"Indemnifying Party" has the meaning set forth in Section 10.01(c).

"Indemnitee" or "Indemnitees" has the meaning set forth in Section 10.01(c).

dr.dring@nrenergy.com
2022-06-06 11:37:55 -07'00'

"Law" means any Federal, state, regional or local law, statute or ordinance, or any law, rule, regulation, order, decision, code, Permit, interpretation, judgment, decree, directive, published guidelines, policy or similar form of pronouncement promulgated by any Governmental or Regulatory Authority having the effect and force of law.

"Legal Requirements" means, collectively, all Ammonia System Permits, all Permits applicable to the construction, ownership, use, operation or maintenance of any Antioch Plant or the CC8 Power Plant, and all other applicable Permits and Laws.

"Liability" means any liability (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due).

"Material Permit Change" means any Permit applicable to a Delta's provision of services under this Agreement (a) ceasing to remain in full force and effect through no fault of Delta, (b) not being issued or renewed within the time prescribed by applicable Law upon application having been properly and timely made and diligently pursued, or (c) being made subject, upon renewal or otherwise, to any terms or conditions that prevent, prohibit, restrict or limit Delta's ability to provide any of the services under this Agreement.

"Mediation Trigger Date" has the meaning set forth in Section 15.11(a)(ii).

"Mirant Procurement" means Mirant Special Procurement, Inc., a Delaware corporation.

"Notified Party" has the meaning set forth in Section 5.06(a).

"Notifying Party" has the meaning set forth in Section 5.06(a).

"Operating Procedures" has the meaning set forth in Section 5.03.

"Order" means any order, decision, authorization, writ, judgment, decree, assessment with respect to fines or penalties, injunction or similar order of any Governmental or Regulatory Authority (in each such case whether preliminary or final).

"Party" and/or "Parties" means either or both of Delta and PG&E, as the case may be.

"Performance Failure" means a Party's failure to operate or maintain in accordance with this Agreement those portions of the Ammonia System that the Party owns to the extent that such failure adversely affects: (a) the other Party's ability to operate or maintain the portions of the Ammonia System that such other Party owns; or (b) the other Party's ability to operate or maintain the CC8 Power Plant or any Antioch Plant, as applicable.

"Permit" means any Federal, state, regional or local governmental or regulatory permit, license, certificate, approval, registration, biological opinion or other authorization issued by any Governmental or Regulatory Authority, including any submitted application that

Confidential
drodman@orrick.com
2022-08-09 11:37:38 -0800

constitutes an authorization, in each case as the same may be modified, amended or updated from time to time.

"Permit Holder" means, with respect to each Permit, the Party named in such Permit as the permittee or as a person expressly authorized, and subject to conditions under, any such Permit.

"Person" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or other entity that is not a Governmental or Regulatory Authority.

"PG&E" has the meaning set forth in first paragraph of this Agreement.

"PG&E Default" means any breach, nonperformance or noncompliance by PG&E with the terms and conditions of this Agreement, or any act or omission of any director, officer, agent, employee, contractor or subcontractor of PG&E constituting gross negligence or willful misconduct with respect to this Agreement, in any event to the extent not caused by an event of Force Majeure or a Delta Default.

"Preliminary Communication" means, in respect of any actual or anticipated Performance Failure, a written communication from the Notifying Party to the Notified Party pursuant to Section 5.06(a), identifying such actual or anticipated Performance Failure and setting forth, to the extent possible on the basis of the information then available (reasonable inquiry having been made), the Notifying Party's assessment of the nature and causes of such Performance Failure, its anticipated duration (including any conditions delaying or potentially delaying the performance of the Notifying Party's obligations) and the initial investigative and, if possible to state, curative measures taken and proposed to be taken, it being understood that such assessment will be preliminary, nonbinding and subject to modification.

"Prime Rate" means, for any day, the "PRIME RATE" reported by the Wall Street Journal as the base rate on corporate loans posted by at least seventy-five percent (75%) of the nation's 30 largest banks for such day, as such "PRIME RATE" may change from time to time. If the Wall Street Journal ceases to publish the "PRIME RATE," then the Parties shall mutually agree on a substitute reference that represents the base rate on corporate loans posted by major banks having one or more lending offices in New York, New York.

"Prudent Operating Practices" means the practices, methods and acts engaged in or approved by a significant portion of the electric power generation industry in the State of California that at the time a decision was made, in the exercise of reasonable judgment in light of the facts known, or that reasonably should have been known, could have been expected to accomplish the desired result at a reasonable cost in a manner consistent with Legal Requirements and reliability, safety, environmental protection and timing considerations. Prudent Operating Practices is not intended to be any one of a number of the optimum practices, methods or acts to the exclusion of all others, but rather to be practices, methods or acts generally accepted in the electric power generation industry in the State of California.

"Representatives" has the meaning set forth in Section 5.01.

Confidential
Unmanaged
2022-05-09 15:58 -0400

"Security Guard Company" has the meaning set forth in Section 4.03.

"Security Services" means the on-site security services that Delta provides for the Contra Costa Power Plant as of the ATA Execution Date.

"Septic System" means the Contra Costa Power Plant's existing septic tank, piping and septic fields.

"Septic System Transportation System" means all facilities, equipment and structures necessary to deliver the CC8 Sanitary Wastewater to the Septic System.

"Tax" means all of the following taxes to which a Party is subject or otherwise liable in connection with the ownership, use operation or maintenance of the Services Facilities or the transactions contemplated hereby: any Transfer Tax, franchise, license, severance, occupation, premium, property, environmental tax, custom, duty or other similar tax, governmental fee or other like assessment imposed by any Governmental or Regulatory Authority responsible for the imposition of any such tax in the United States, but excluding net income, alternative or add-on minimum tax, gross income, gross receipts or windfall profit tax.

"Term" means the term of this Agreement as specified in Article XIV.

"Third Party Claim" has the meaning set forth in Section 10.01(d).

"Transaction Documents" has the meaning set forth in the CC8 Asset Transfer Agreement.

"Transfer Tax" means any applicable excise, sales, transfer, documentary, filing, recordation, real estate conveyance, stamp, use, value added, and other similar taxes, levies, fees and charges arising out of the transactions and activities contemplated by this Agreement.

"Violation" has the meaning specified in Section 6.02(a).

Section 1.02 Construction of Certain Terms and Phrases.

Unless the context of this Agreement otherwise requires: (a) words of any gender include each other gender; (b) words using the singular or plural number also include the plural or singular number, respectively; (c) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement; (d) the terms "Article," "Section" or "Exhibit" refer to the specified Article, Section or Exhibit of this Agreement; (e) all references to Articles, Sections or Exhibits shall be to all subparts of such Articles, Sections and Exhibits; (f) the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or;" (g) the terms "including" and "includes" mean "including without limitation" or "includes without limitation;" (h) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement; (i) reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (j) reference to any law

drodman@mercuria.com Confidential 2002-08-08 01:37:38 0400

(including statutes and ordinances) means such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder; and (k) reference to third-party and out-of-pocket costs, fees and expenses shall exclude any payments to Affiliates (other than for reimbursement, without mark-up, for costs, fees and expenses paid to unaffiliated third parties by Affiliates). Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified.

ARTICLE II
AMMONIA SERVICES

Section 2.01 Ammonia System.

(a) Delta owns and shall continue throughout the Term to own and operate: (i) except as contemplated in Section 8.01, the CCPP Ammonia Facility; (ii) the CCPP Ammonia Tanks; (iii) the CCPP Ammonia Delivery System; and (iv) the CCPP Ammonia Facility Site. From and after the Commencement Date and for the remainder of the Term, PG&E shall have the right to use the CCPP Ammonia Facility for storage and delivery of CC8 Ammonia, subject to and in accordance with the terms of this Agreement.

(b) PG&E owns the CC8 Ammonia Tank and shall be responsible throughout the Term, at its sole cost and expense, for operating and maintaining the CC8 Ammonia Tank, and for providing, constructing, owning, operating and maintaining the CC8 Ammonia Delivery System.

(c) Each Party shall be solely responsible for monitoring the levels of ammonia in the Ammonia Tank(s) that the Party owns, and for ordering, procuring and arranging for delivery of ammonia directly from and by the supplier.

Section 2.02 Coordination; Commencement Date.

(a) The Parties shall cooperate and coordinate their activities with respect to the construction, operation, use and maintenance of the Ammonia System, including with respect to emergency response activities and planning, and the delivery of ammonia to the Ammonia Tanks. Each Party shall obtain and maintain in effect, in its own name, one or more Ammonia Facility RMPs applicable to the portions of the Ammonia System required by applicable Law to be addressed in such Ammonia Facility RMPs. The Parties shall cooperate and coordinate to develop and, to the extent required by applicable Law, comply with all Ammonia Facility RMPs, including to develop emergency response protocols and procedures for inclusion therein.

(b) PG&E shall provide a written notice to Delta that confirms to Delta's reasonable satisfaction that: (i) any necessary capital improvements, upgrades, modifications and other work required under Section 2.04(b) in connection with the Ammonia System have been completed; (ii) the CC8 Ammonia Delivery System is fully operational; and (iii) all

Confidential
drodriguez@rjmeiss.com
2022-08-09 11:37:35 0400

Ammonia Facility RMPs required by applicable Law to be obtained by PG&E have been obtained by PG&E and are in full force and effect. The third day after Delta receives the foregoing notice shall be the "Commencement Date."

Section 2.03 Operations.

(a) During the Term, each Party shall be responsible for operating and maintaining (and, with respect to the CC8 Ammonia Delivery System, PG&E also shall be responsible for constructing), in accordance with the following requirements and the other provisions of this Agreement, those portions of the Ammonia System that the Party owns:

(i) Each Party shall ensure that the portions of the Ammonia System that the Party owns are operated, used and maintained (and PG&E also shall ensure that the CC8 Ammonia Delivery System is constructed) in compliance with all Legal Requirements, and all applicable contracts;

(ii) Except as otherwise provided in this Agreement, each Party shall be solely responsible for all costs and expenses associated with the portions of the Ammonia System that the Party owns;

(iii) Each Party's obligations under this Agreement shall be carried out by individuals who are competent and trained to perform the Party's obligations under this Agreement and who are familiar with all Legal Requirements and Prudent Operating Practices;

(iv) From and after the Commencement Date, Delta shall: (A) operate and maintain the CCPP Ammonia Facility to ensure delivery of CC8 Ammonia to PG&E in accordance with Good IPP Practices and Prudent Operating Practices; (B) at all times keep the CCPP Ammonia Facility in good operating condition unless the failure to do so does not affect the delivery of the CC8 Ammonia to PG&E in accordance with the terms of this Agreement; (C) provide reasonable advance notice to PG&E of any operational or maintenance activities that could result in the disruption of the CCPP Ammonia Facility; and (D) operate and maintain the CCPP Ammonia Facility in a manner that does not favor or grant preference to the delivery of ammonia to any Antioch Plant over the CC8 Power Plant.

Section 2.04 Cost Reimbursement; Capital Improvements.

(a) During the Term, PG&E shall reimburse Delta for:

Confidential
drodgers@energylaw.com
2022-09-29 16:37:38 -04'00'

(i) One hundred percent (100%) of all reasonable third party and out-of-pocket costs of all capital improvements, upgrades and modifications to the CCPP Ammonia Facility that are made or undertaken by Delta at PG&E's request, and that Delta otherwise would not have made or undertaken in connection with its ownership or operation of the Contra Costa Power Plant or any other Antioch Plant; and

(ii) A percentage of all reasonable third party and out-of-pocket costs of all capital improvements, upgrades and modifications to the CCPP Ammonia Facility that are made or undertaken at either Party's request or initiative, and that both Parties agree are desirable in order to support or enhance operations at both the CC8 Power Plant and at least one Antioch Plant, as such percentage is agreed to by the Parties at the time that such capital improvements, upgrades or modifications are proposed or undertaken.

(b) Delta shall use commercially reasonable efforts to complete any capital improvement, upgrade or modification to the CCPP Ammonia Facility that is requested by PG&E, and shall be required to complete any such capital improvement, upgrade or modification as long as: (i) PG&E has reimbursed, or has committed in advance in writing to reimburse, Delta in accordance with Section 2.04(a); and (ii) such capital improvement, upgrade or modification does not require any clarification, amendment or modification to any Ammonia System Permit, and to which Delta has not granted consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, upon prior written notice from PG&E, and provided that PG&E has reimbursed, or has committed in advance in writing to reimburse, Delta in accordance with Section 2.04(a), Delta shall: (A) complete, or permit PG&E to complete, any modifications to the CCPP Ammonia Facility necessary to install and operate a separate delivery system for the CC8 Ammonia Tank; and (B) coordinate with PG&E regarding any necessary modifications to the Ammonia Facility RMPs in connection therewith.

(c) Notwithstanding Section 2.04(a), in no event shall PG&E be required to reimburse Delta for the costs of any capital improvement, upgrade or modification to the CCPP Ammonia Facility that (i) is undertaken by Delta solely for the benefit of the Antioch Plants, (ii) is not used in connection with the operation of the CCPP Ammonia Facility, and (iii) does not otherwise provide any benefit to or support the operation of the CC8 Power Plant.

Confidential
Credit Opinion Plan.com
2022-08-05 17:23:33 -0400

ARTICLE III
SEPTIC SYSTEM SERVICES

Section 3.01 CC8 Sanitary Wastewater.

At PG&E's request, from the date that Delta receives written notice from PG&E confirming to Delta's reasonable satisfaction that PG&E has installed, at its sole cost and

expense, the Septic System Transportation System, and continuing for so long as Delta owns and operates the Septic System and is operating any Antioch Plant, Delta shall allow PG&E to connect to, and discharge the CC8 Sanitary Wastewater into, the Septic System. Notwithstanding the foregoing, Delta shall provide PG&E with at least six (6) months advance written notice of its intention to terminate for any reason PG&E's right to connect to, and discharge the CC8 Sanitary Wastewater into, the Septic System.

Section 3.02 Costs; Reimbursement.

(a) In exchange for the service provided pursuant to Section 3.01, PG&E shall: (i) remit to Delta $2,000 per annum, which amount shall be escalated as of the commencement date for such service to reflect changes in the Consumer Price Index from the ATA Execution Date through the anniversary of the ATA Execution Date immediately prior to such commencement date, and shall be further escalated on an annual basis as specified in Section 9.01(c); (ii) reimburse Delta for fifty percent (50%) of all non-routine maintenance associated with the Septic System; and (iii) reimburse Delta for one hundred percent (100%) of all costs and expenses incurred by Delta related to any capital improvement, upgrade or modification to or for the Septic System that is made or undertaken by Delta at PG&E's request solely to serve the needs of the CC8 Power Plant or to accept PG&E's discharge of the CC8 Sanitary Wastewater.

(b) Notwithstanding anything to the contrary in this Article III, Delta shall not be required to undertake any capital improvement, upgrade or modification to the Septic System unless PG&E has reimbursed or committed in advance in writing to reimburse Delta in accordance with Section 3.02(a).

Section 3.03 Septic System Transportation System.

PG&E shall be responsible (at its sole cost and expense) for the collection of the CC8 Sanitary Wastewater and its transportation to the Septic System, and for providing, constructing, owning, operating and maintaining (at its sole cost and expense) the Septic System Transportation System.

ARTICLE IV
SECURITY SERVICES

Section 4.01 Security Services.

From the date that Delta receives written notice from PG&E confirming to Delta's reasonable satisfaction that PG&E has installed, at its sole cost and expense, a separate call box and any associated communications equipment necessary to connect the existing security station at the Contra Costa Power Plant with the CC8 Power Plant and for so long as Delta provides Security Services for any Antioch Plant, Delta shall allow PG&E to use the Security Services for the CC8 Power Plant in accordance with this Article IV. Notwithstanding the foregoing, Delta

Confidential dreaman@lemanlaw.com 2022-02-09 11:37:32 (100)

shall provide PG&E with at least six (6) months advance written notice of its intention to terminate the Security Services.

Section 4.02 Costs.

PG&E shall be responsible for one hundred percent (100%) of all costs and expenses associated with any other upgrades, equipment or other actions that may be needed solely in connection with PG&E's use of the Security Services, including any costs and expenses associated with implementing procedures and protocols for providing the Security Services to the CC8 Power Plant.

Section 4.03 Security Guard Company.

PG&E acknowledges and agrees that Delta may utilize a third party provider (a "Security Guard Company") to provide the Security Services, and that PG&E shall not have any claim against Delta for the acts or omissions of any Security Guard Company. If the acts or omissions of any Security Guard Company cause PG&E to incur any Damages, then Delta shall take any actions, at PG&E's sole cost and expense, reasonably requested by PG&E to assert and prosecute any claims for such Damages against any Security Guard Company.

Section 4.04 Additional Hours.

If either Party requires Security Services during hours outside of normal operating hours, including during hours when such Party is conducting major maintenance or overhauls of its generating facilities, such Party shall be responsible for one hundred percent (100%) of all costs and expenses associated with providing the Security Services during such hours; provided, however, that if both Parties are using the Security Services under the foregoing circumstances at the same time, the Parties shall share such costs and expenses equally.

ARTICLE V
COORDINATION; EXPEDITED REPAIRS; PERFORMANCE FAILURES

Section 5.01 Representatives.

Exhibit B sets forth the names, titles and contact information of the individuals who are authorized to act for and on behalf of each Party under this Agreement (the "Representatives"). Each Party shall ensure that a Representative is available to respond to inquiries and communications from the other Party twenty-four (24) hours per day, seven (7) days per week and fifty-two (52) weeks per year. Each Party will be bound by the communications, instructions, directions, requests and decisions made by each of its Representatives. A Party will not incur any Liability to the other Party by relying upon any communication, instruction, direction, request or decision that is made or given by one of the other Party's Representatives in accordance with this Agreement. Each Party may amend or

Confidential
drodriguez@riemerlaw.com
2022-08-10 11:37:39-0400

change the information set forth on Exhibit B at any time and from time to time by delivery to the other Party of an amended Exhibit B in accordance with Section 15.02.

Section 5.02 Cooperation and Coordination.

The Parties shall work on a cooperative basis to coordinate the operations of the Ammonia System and the Septic System. Among other things, the Parties shall be responsible for (a) coordinating any modification, capital improvement, upgrade or repair to the Ammonia System or the Septic System that is reasonably necessary for the performance of this Agreement and permissible hereunder, (b) coordinating the scheduling and delivery of ammonia and the maintenance of the Ammonia System and the Septic System, and (c) coordinating the exchange between the Parties of information relating to ammonia, the operation of the Ammonia System and the Septic System, and compliance with all Legal Requirements. The Representatives shall meet as necessary, but in no event less frequently than quarterly, to coordinate the matters specified in clauses (a) through (c) of this Section 5.02 and any other relevant matters related to this Agreement.

Section 5.03 Operating Procedures.

The Parties agree to use commercially reasonable efforts to develop and mutually agree upon operating procedures with respect to the Ammonia System (the "Operating Procedures") and to finalize the Operating Procedures on or before one hundred twenty (120) days prior to the first scheduled delivery of CC8 Ammonia, as communicated to Delta by PG&E.

Section 5.04 Notice.

Each Party shall promptly inform the other Party of any circumstance or occurrence of which such Party becomes aware that could materially adversely affect a Party's ability to perform its obligations under this Agreement.

Section 5.05 Expedited Repairs.

Delta shall ensure the availability and maintenance of the CCPP Ammonia Facility in accordance with Prudent Operating Practices and Exhibit C. If the CCPP Ammonia Facility is not available to facilitate the delivery of CC8 Ammonia in accordance with the terms of this Agreement due to a mechanical failure or a Force Majeure, and PG&E desires to have the CCPP Ammonia Facility available to facilitate the delivery of CC8 Ammonia earlier than the date on which Delta, following Prudent Operating Practices, has indicated that the CCPP Ammonia Facility will be available, PG&E may request that Delta repair on an expedited basis any portion of the CCPP Ammonia Facility designated by PG&E. In response to any such request, Delta shall advise PG&E regarding the feasibility of completing the requested repair on an expedited basis, and shall provide PG&E with a good faith estimate of the incremental costs, including all third-party and out-of-pocket costs, and all internal overtime direct costs and other internal direct costs of expediting the repair, that would be required to complete the requested repair on an expedited basis. Provided that it is feasible to complete the requested repair on an expedited basis, and provided that PG&E pays or agrees in advance in writing to pay the actual

Confidential
drodman@rfrmerlaw.com
2022-08-09 11:57:38 -0400

costs incurred by Delta to expedite the repair, then Delta shall proceed with the requested repair on an expedited basis.

Section 5.06 Obligation to Communicate and Cure.

(a) As soon as reasonably possible after a Party becomes aware of its actual or anticipated Performance Failure, the Party (the "Notifying Party") shall inform a Representative of the other Party (the "Notified Party") of such actual or anticipated Performance Failure. As soon as reasonably possible thereafter, but in no event later than forty-eight (48) hours after the Notifying Party became aware of its actual or anticipated Performance Failure, the Notifying Party shall give the Notified Party a Preliminary Communication. The Notifying Party shall update the Preliminary Communication from time to time as more information becomes reasonably available to it. The Notifying Party shall from time to time provide additional information concerning the actual or anticipated Performance Failure as may be reasonably requested by the Notified Party, including the anticipated duration of the actual or anticipated Performance Failure and the Notifying Party's best estimate as to the length of time necessary to remedy or prevent such Performance Failure. The Notifying Party shall also provide notice to the Notified Party of the end of the actual or anticipated Performance Failure, as soon as possible after the cessation of the event giving rise to the actual or anticipated Performance Failure.

(b) Nothing in this Section 5.06 shall (i) limit the right or the obligation of the Notifying Party under this Agreement to commence immediately upon the occurrence of an event resulting in an actual or anticipated Performance Failure the cure of that event, or (ii) discharge or relieve the Notifying Party from any obligations or liabilities for any act or failure to act, or for any amounts payable, resulting from any such actual or anticipated Performance Failure or from any Event of Default arising out of or in connection therewith. Without limiting the foregoing, the Notifying Party shall be obligated to use commercially reasonable efforts to mitigate the adverse effect and duration of its Performance Failure.

(c) Notwithstanding the foregoing, upon the occurrence of a Performance Failure, or upon the Notified Party's or its Representative's receipt of an oral communication or a Preliminary Communication pursuant to Section 5.06(a) from the Notifying Party, the Parties shall cooperate and confer regarding the Performance Failure, and the Notifying Party shall allow the Notified Party, to the extent desired by the Notified Party, to provide assistance and to take reasonable actions as necessary to expedite the cure of the Performance Failure at the Notified Party's expense.

Confidential
2022-08-02 21:31:35 GMT

ARTICLE VI
LEGAL REQUIREMENTS; PERMITS; LIMITATIONS

Section 6.01 Limitations.

(a) Notwithstanding anything to the contrary in this Agreement, the rights and obligations of each Party under this Agreement shall be subject to, and shall be binding and enforceable only to the extent that they are permissible under and consistent with, all Legal

Requirements. To the extent that the rights and obligations of each Party under this Agreement are not, now or in the future, permissible under and consistent with all Legal Requirements, the Parties shall amend this Agreement to comply with such Legal Requirements and to provide to each Party the benefit of this Agreement to the maximum extent possible.

(b) Notwithstanding anything to the contrary in this Agreement, Delta shall not be obligated to provide any of the services under this Agreement, and shall not be obligated to allow PG&E to use any of Delta's facilities, systems, infrastructure, equipment or structures, to the extent that any of the foregoing causes, or reasonably could be expected to cause, the CEC to require Delta to retain status as a co-permittee, co-owner or co-operator for purposes of the AFC Permit, or otherwise to remain directly responsible to the CEC for compliance with the AFC Permit or any portion thereof. Under the foregoing circumstances, the Parties shall amend this Agreement to eliminate the basis for the CEC requirement while endeavoring to provide to each Party the benefit of this Agreement to the maximum extent possible.

Section 6.02 Compliance with Legal Requirements.

(a) Nothing in this Agreement shall obligate either Party to operate any plant, facility, equipment, system or structure in violation of a Legal Requirement. If, at any time, either Party becomes aware that the operation of any part of the Ammonia System has caused or reasonably could be expected to cause a violation of a Legal Requirement, it shall immediately notify the other Party and, if necessary, any applicable Governmental or Regulatory Authority. The Parties shall then cooperate with each other, and any applicable Governmental or Regulatory Authority, to determine an appropriate method to address any such violation; provided that such cooperation does not relieve the violating Party from its obligation to comply with all Legal Requirements and the violating Party's obligation to cure such violation pursuant to Section 6.02(b). Notwithstanding the foregoing obligation to cooperate, to the extent necessary to prevent a threatened or continuing violation of a Legal Requirement (a "Violation"), the Permit Holder may require the Party that is responsible for such Violation to curtail delivering, accepting or using ammonia supplied by any of the Ammonia Tanks in a manner that addresses such Violation and, to the extent feasible, minimizes the disruption of the operations of the Ammonia System, any Antioch Plant or the CC8 Power Plant. The violating Party must cure such Violation as soon as reasonably practicable in light of the effect of such Violation on health, safety or Legal Requirements and, if applicable, in accordance with Government or Regulatory Authority direction. Nothing in this Section 6.02(a) affects the liability of the Party in violation of a Legal Requirement under Section 6.02(b).

(b) Each Party shall ensure that its (i) construction, ownership, use, operation and maintenance of the CC8 Power Plant or any Antioch Plant, as applicable, (ii) use, delivery or acceptance of ammonia, and (iii) operation, use and maintenance of the Ammonia System or any portion thereof comply with all Legal Requirements.

(c) The Permit Holder for each Ammonia System Permit shall provide the other Party with a copy of such Ammonia System Permit, and with copies of all subsequent amendments and modifications thereto.

Confidential
jrogers@jmeslaw.com
202-466-0001 1/12/2018 -0400

(d) Subject to Section 6.02(e), any non-compliance with any Legal Requirement shall be the responsibility of the Party that caused the non-compliance. The following are specific applications of this principle.

(i) The Permit Holder has presumptive responsibility for compliance with Permit conditions.

(ii) Notwithstanding that the Permit Holder has presumptive responsibility, the acts or omissions of the non-Permit Holder may cause or contribute to a violation of a Permit condition or cause the Permit Holder to be out of compliance. In that case, the non-Permit Holder is responsible for all or a portion of any resulting violation.

(iii) Each Party shall be responsible for any non-compliance with Legal Requirements caused by the manner of operating the portion of the Ammonia System that the Party owns.

(iv) If one Party is not in compliance with a Legal Requirement and the other Party is in compliance with such Legal Requirement, the Party not in compliance shall be responsible for any resulting violation.

(v) If a violation of a Legal Requirement is caused by the acts or omissions of both Parties, including improper or untimely reporting under the Ammonia System Permits or other applicable Permits caused by both Parties, then each Party shall be responsible for the violation to the extent caused by its acts or omissions.

(vi) Each Party shall take such actions as are necessary to prevent the recurrence of its own non-compliance with any Legal Requirement and, to the extent necessary, cooperate with the Party causing the non-compliance to prevent a reoccurrence.

(vii) Any fine, penalty, clean up or restoration of impacted natural resources or supplemental environmental project imposed or required by a Governmental or Regulatory Authority resulting from any violation of a Legal Requirement shall be borne by the responsible Party in accordance with the foregoing principles.

(e) Notwithstanding anything to the contrary in this Section 6.02, this Agreement shall not modify, limit, reduce or offset in any way either Party's obligations to

Confidential
drodman@rietlerlaw.com
2022-08-09 11:37:38 -0400

indemnify the other Party under the Coordination Agreement, on the terms and to the full extent specified therein.

ARTICLE VII
NON-DEDICATION

Section 7.01 Non-Dedication.

The Parties acknowledge that Delta does not intend to operate and maintain any portion of the Ammonia System or any other facilities, equipment, systems or infrastructure addressed in this Agreement as a public utility, on a regulated basis or otherwise. Each Party agrees that the services provided in this Agreement are solely on the terms set forth herein, and that such services shall cease upon termination of this Agreement for any reason whatsoever. Neither Party, by this Agreement, dedicates to the public any part of the Ammonia System that is owned by Delta or any other services provided by Delta under this Agreement. PG&E shall not assert in any proceeding before any Governmental or Regulatory Authority that Delta is a public utility by virtue of Delta's performance under this Agreement.

Section 7.02 Cooperation.

If Delta is declared to be a "public utility" within the meaning of the California Public Utilities Code because of its performance, rights or obligations under this Agreement, then the Parties shall cooperate in good faith to agree on a mutually acceptable solution for ensuring the uninterrupted availability of CC8 Ammonia without Delta being a "public utility" within the meaning of the California Public Utilities Code; provided, however, that PG&E shall have no such obligation if, at the time Delta is declared to be a "public utility" within the meaning of the California Public Utilities Code, Delta is providing similar services to a Person other than PG&E and the provision of services to such other Person causes Delta to become a "public utility" as such terms are defined in the California Public Utilities Code.

ARTICLE VIII
PURCHASE OPTION

Section 8.01 PG&E's Option to Purchase the CCPP Ammonia Facility.

(a) PG&E shall have an option to purchase the CCPP Ammonia Facility from Delta, subject to and consistent with the terms and conditions set forth in this Section 8.01, at any time within six (6) months following PG&E's receipt of a Delta Notice of Early Termination. In addition, if Delta plans to suspend use of the CCPP Ammonia Tanks in connection with the operation of all Antioch Plants, Delta shall provide written notice to PG&E and PG&E shall have an option to purchase the CCPP Ammonia Facility from Delta, subject to and consistent with the terms and conditions set forth in this Section 8.01, at any time within six (6) months following PG&E's receipt of such notice.

drodriguez@riemerlaw.com
2022-08-09 11:37:38 -0400

(b) If PG&E has exercised its purchase option in accordance with Section 8.01(a), PG&E shall have the right to purchase the CCPP Ammonia Facility on an "as-is, where is" basis, without representation or warranty of any kind, including as to condition, specification, usefulness, repair or other characteristics, and without any recourse to or any retained liability or indemnity by Delta or any of its Affiliates with respect to the CCPP Ammonia Facility, subject to the following additional terms and conditions:

(i) The purchase price for all the CCPP Ammonia Facility (together with all related contract rights, and any other necessary rights, property and appurtenances required to operate the CCPP Ammonia Facility as agreed to by the Parties) shall be the then current fair market value of the CCPP Ammonia Facility, as determined by an appraiser mutually selected by PG&E and Delta;

(ii) Other than as specified in subpart (iv) below, the assets to be purchased shall not include any real property or any real property interests;

(iii) PG&E shall be solely responsible for paying any Taxes imposed on the transfer of the CCPP Ammonia Facility;

(iv) Delta shall grant to PG&E such easements or leases with respect to rights of access to the CCPP Ammonia Facility as are reasonably necessary to permit PG&E to own, use, operate and maintain the CCPP Ammonia Facility; and

(v) The Parties shall cooperate to obtain all approvals from any Governmental and Regulatory Authority that may be required for PG&E to acquire the CCPP Ammonia Facility, and PG&E shall pay any and all reasonable third-party and out-of-pocket costs incurred by Delta associated with obtaining such approvals.

drodman@orrick.com
2022-09-09 17:37:38 -0400
Confidential

ARTICLE IX
PAYMENT AND BILLING

Section 9.01 Payment and Reimbursement Obligations.

(a) PG&E shall be responsible for all of the following payment and reimbursement obligations:

(i) PG&E shall render all payments to Delta and shall reimburse Delta for all costs and expenses, in each case to the extent specified in this Agreement.

(ii) PG&E shall pay the fixed fee for the CCPP Ammonia Facility identified under the heading "Annual Routine Maintenance" in Exhibit A and PG&E shall reimburse Delta for all costs specified under the heading "Non-Routine Maintenance" for the CCPP Ammonia Facility in Exhibit A. "Annual Routine Maintenance" and "Non-Routine Maintenance," as used in Exhibit A, are defined in Exhibit C.

(iii) With respect to the CCPP Ammonia Facility, PG&E shall reimburse Delta for all Taxes imposed upon Delta by any Governmental or Regulatory Authority as a result of or to the extent attributable to Delta's provision of services under this Agreement related to the CCPP Ammonia Facility.

(b) Notwithstanding anything in this Agreement to the contrary, the fixed charge set forth in Exhibit A shall be escalated at the Commencement Date to reflect changes in the Consumer Price Index from the ATA Execution Date through the anniversary of the ATA Execution immediately prior to the Commencement Date, and shall be further escalated on an annual basis as specified in Section 9.01(c).

(c) Adjustments to charges, as specified in this Section 9.01 and Section 3.02(a), for changes in the Consumer Price Index shall made annually as of the anniversary of the ATA Execution Date and shall be calculated as follows: The Consumer Price Index Current Year shall be divided by the Consumer Price Index Base to provide the "Adjustment Factor." The Adjustment Factor shall then be multiplied by the fixed charge for Annual Routine Maintenance, as listed in Exhibit A, and the charge for use of the Septic System, as provided in Section 3.02(a). The resulting product shall be the cost of each service for the following twelve (12) months.

Section 9.02 Rounding.

In making escalation and monetary calculations herein: (a) the published Consumer Price Index shall be used as published without rounding; (b) the Adjustment Factor shall be calculated without rounding; and (c) all resulting dollar amounts shall be rounded to the nearest dollar.

Section 9.03 Invoices and Billing.

(a) The amounts payable pursuant to Section 9.01 and all other amounts, if any, due and payable under this Agreement by PG&E to Delta shall be invoiced and paid in accordance with the provisions of this Article IX.

(b) Delta shall render an invoice to PG&E for all applicable amounts due under this Agreement as soon as reasonably practicable after such amounts are known and

Confidential
Woodman@Bremerlaw.com
2022-08-09 17:38:04 400

calculated, consistent with Section 9.01(c). The invoice shall include documentation supporting such amounts to PG&E's reasonable satisfaction.

(c) On or before the fifteenth (15th) day of each calendar month during the Term, if Delta incurred any costs required to be paid or reimbursed by PG&E pursuant to Section 9.01(a) during the preceding calendar month, Delta shall render an invoice to PG&E. Such invoices shall set forth in detail the calculation of payments due and shall be accompanied by information reasonably sufficient for PG&E to determine the accuracy of such statement. To the extent that any information or any third-party invoices relating to charges incurred during the preceding month are not available in time to include such charges in the invoice that is rendered on the fifteenth (15th) day of the calendar month, Delta may include such charges in a subsequent monthly invoice, provided that Delta uses reasonable efforts to bill such charges to PG&E as soon as reasonably practicable after receipt of all necessary information and third-party invoices.

Section 9.04 Timing of Payments; Late Charges.

(a) Unless otherwise provided in this Agreement, all payments pursuant to this Agreement shall be made within thirty (30) Business Days of the receipt of the applicable invoice.

(b) If the amount invoiced is not paid when due, interest on any unpaid amount shall accrue at and be paid by PG&E on the unpaid balance from the due date to the date of payment at the lesser of (i) two percent (2%) plus the Prime Rate, or (ii) the maximum rate permitted under applicable Law.

Section 9.05 Invoice Disputes.

(a) All amounts invoiced by Delta hereunder shall be paid by PG&E whether or not they are subject to a dispute. After resolution of any dispute, a Party found to be owing any amounts to the other Party shall promptly reimburse the other Party for the amount of any underpayment or overpayment plus interest in accordance with Section 9.04(b).

(b) If PG&E does not agree with any invoice or billing statement submitted pursuant to this Agreement, then PG&E shall advise Delta of such disagreement within sixty (60) days of receipt of such invoice or billing statement. If notice is not given of any such claim or dispute within sixty (60) days after receipt of such invoice or billing statement, PG&E's rights to such claim shall be forfeited, unless the claim or dispute is based on information that was not included in such invoice or billing statement, and that was not otherwise known or available to PG&E when such invoice or billing statement was received.

Section 9.06 Examination of Records and Charts.

Delta shall allow PG&E or any of its authorized representatives, at PG&E's expense, to audit Delta's records, reports and other operational data which form the basis for any

Confidential
dlindman@lmeflaw.com
2022-08-09 11:37:38-0400

invoices or billings submitted by Delta under this Agreement. Such audits shall be at reasonable times and during normal working hours. If any such audit reveals, or if either Party discovers, any error in Delta's statements, payment calculations or determinations, then proper adjustment and correction thereof shall be made as promptly as practicable thereafter. PG&E and any of its authorized representatives shall have the right to make copies and extracts from such records, reports and other operational data for any proper purpose with Delta's prior consent, which consent shall not be unreasonably withheld or delayed. All such records, reports and other operational data acquired by PG&E shall be subject to the confidentiality provisions of Section 15.01.

ARTICLE X
INDEMNIFICATION

Section 10.01 Indemnification.

(a) By Delta. Subject to Section 10.02, Delta shall, to the fullest extent permitted by applicable Law, indemnify, reimburse, defend (and, where applicable, shall pay the defense costs for) and hold harmless PG&E and its Affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against any and all costs, losses, claims, Liabilities, damages, lawsuits, deficiencies, penalties, fines and expenses (including reasonable fees and disbursements of attorneys) (collectively, the "Damages") incurred in connection with, arising out of, resulting from or incident to:

(i) Delta's gross negligence or willful misconduct in performing or failing to perform its obligations under this Agreement, except its obligations to comply with any Legal Requirement, which shall be covered by the indemnification obligations specified in subpart (iii) below;

(ii) The material inaccuracy or breach of any representation or warranty made by Delta in this Agreement; or

(iii) Delta's failure to perform any of its covenants or obligations pursuant to Section 6.02 with respect to any violation of a Legal Requirement.

(b) By PG&E. Subject to Section 10.02, PG&E shall, to the fullest extent permitted by applicable Law, indemnify, defend (and, where applicable, shall pay the defense costs for) and hold harmless Delta and its Affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against any and all Damages incurred in connection with, arising out of, resulting from or incident to:

(i) PG&E's gross negligence or willful misconduct in performing or failing to perform its obligations under this Agreement, except its

Confidential
drodman@rjnlaw.com
2022-08-01 15:39:04 0400

obligations to comply with any Legal Requirement, which shall be covered by the indemnification obligations specified in subpart (iii) below;

(ii) The material inaccuracy or breach of any representation or warranty made by PG&E in this Agreement; or

(iii) PG&E's failure to perform any of its covenants or obligations pursuant to Section 6.02 with respect to any violation of a Legal Requirement.

(c) Procedures. The Party claiming indemnification under this Section 10.01 (the "Indemnified Party") shall give the other Party (the "Indemnifying Party") written notice (an "Indemnification Claim Notice") within thirty (30) days of incurring any Damages, to the extent known, or the discovery of any fact upon which such Indemnified Party intends to base a request for indemnification under Section 10.01(a) or Section 10.01(b); provided, however, that the failure to give notice shall not result in a loss of rights or payment of Damages unless and to the extent that the failure to give notice shall result in higher costs to the Indemnifying Party or shall prejudice the rights of the Indemnifying Party. Each Indemnification Claim Notice must contain a description of the claim and, to the extent known, the nature and amount of such Damages. The Indemnified Party shall furnish promptly to the Indemnifying Party copies of all papers and official documents received in respect of any Damages. All indemnification claims in respect of a Party, its Affiliates or their respective directors, officers, employees and agents (collectively, the "Indemnitees" and each an "Indemnitee") shall be made solely by such Party to this Agreement.

(d) Third Party Claims. If an Indemnified Party becomes aware of any matter it believes is indemnifiable hereunder involving any Damages claimed against the Indemnified Party by any third party (a "Third Party Claim"), the Indemnified Party shall give the Indemnifying Party prompt written notice of such Third Party Claim; provided, however, that the failure to give notice shall not result in a loss of rights or payment of Damages unless and to the extent that the failure to give notice shall result in higher Damages to the Indemnifying Party or shall prejudice the rights of the Indemnifying Party. Such notice shall (i) provide the basis on which indemnification is being asserted and (ii) be accompanied by copies of all relevant pleadings, demands and other papers related to the Third Party Claim that are in the possession of the Indemnified Party. The Indemnifying Party shall have a period of fifteen (15) Business Days after delivery of such notice to respond to the Indemnified Party regarding its intent to elect to defend the Third Party Claim. If the Indemnifying Party elects to defend the Third Party Claim, the Indemnifying Party shall be obligated to defend the Third Party Claim, at its own expense, and by counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall cooperate reasonably, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense and the Indemnified Party shall have the right to participate fully, at its own expense, in the defense of such Third Party Claim. If the Indemnifying Party fails to respond or responds within the required fifteen-Business Day period and declines or otherwise refuses to defend such Third Party Claim, the Indemnified Party shall be free, without

Confidential
dquinn@tiogenay.com
2024/05/09 11:57:58-0400

prejudice to any of the Indemnified Party's rights hereunder, to compromise or defend (and control the defense of) such Third Party Claim. In such case, the Indemnifying Party shall cooperate reasonably, at its own expense, with the Indemnified Party and its counsel in the defense against such Third Party Claim, and the Indemnifying Party shall have the right to participate fully, at its own expense, in the defense of such Third Party Claim. Any settlement of a Third Party Claim shall require the prior written consent of both Parties, such consent not to be unreasonably withheld or delayed.

Section 10.02 Limitations.

(a) Notwithstanding Section 10.01, Delta shall not be required to indemnify PG&E for Damages pursuant to Section 10.01(a)(i) or Section 10.01(a)(ii), and PG&E shall not be required to indemnify Delta for Damages pursuant to Section 10.01(b)(i) or Section 10.01(b)(ii), in each case to the extent that such Damages exceed a maximum aggregate liability of five million dollars ($5,000,000); provided, however, that the Indemnified Party shall have the right to collect such maximum aggregate liability solely as follows: (i) the Indemnified Party may collect up to the amount of the Indemnifying Party's deductible or self-insured retention under its commercial general liability policy maintained pursuant to Section 15.18 regardless of whether the relevant indemnification claim is covered by such policy and (ii) the Indemnified Party may collect the balance of any of the maximum aggregate liability from the Indemnifying Party to the extent that the relevant indemnification claim is covered by and reimbursable under the Indemnifying Party's insurance policies maintained pursuant to Section 15.18. For the avoidance of doubt, the foregoing limitation shall not apply to the obligations of Delta or PG&E to indemnify the other Party pursuant to Sections 10.01(a)(iii) or Section 10.01(b)(iii).

(b) **THE INDEMNIFICATION OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT EXTEND TO INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR SIMILAR DAMAGES, INCLUDING BUSINESS INTERRUPTION, LOST PROFITS, LOST PRODUCTION AT ANY GENERATING UNIT OR REPLACEMENT POWER COSTS, EXCEPT TO THE EXTENT PAYABLE PURSUANT TO A THIRD PARTY CLAIM.**

(c) Notwithstanding anything to the contrary in Section 6.02 or this Article X, neither Party shall not be required under this Agreement to indemnify the other Party for any Damages for which the other Party is required to indemnify such Party pursuant to the Coordination Agreement.

Section 10.03 Contribution.

Except as specified in Section 10.02(c), in the case of any Damages attributable to both Parties for which there would otherwise be indemnification under Section 10.01 above, the Parties shall contribute with respect to such Damages in proportion to their respective degrees of fault.

dfoman@mintz.com 2022-08-09 11:37:18 -0700

Section 10.04 Remedies Exclusive.

The remedies set forth in this Article X and Section 15.18 shall be exclusive and in lieu of any other remedies that may be available to the Indemnitees pursuant to any statutory or common law with respect to any Damages of any kind or nature incurred directly or indirectly resulting from or arising out of any breach of this Agreement (including alleged breaches or inaccuracies of any representation, warranty or covenant or for any alleged misrepresentation but excluding any claims for actual fraud) or the transactions contemplated hereby; provided, however, that PG&E or Delta may seek appropriate equitable relief in a court of proper jurisdiction. Nothing herein is intended to, nor shall be construed to, affect, have an interpretative effect on, modify or terminate any other contract between any Party or its Affiliates or any rights or obligations under any such contracts.

Section 10.05 Survival.

The provisions of this Article X shall survive the termination or expiration of this Agreement.

ARTICLE XI
REPRESENTATIONS AND WARRANTIES

Section 11.01 Representations of Delta.

Delta represents and warrants to PG&E as of the Execution Date as follows:

(a) Delta is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all requisite power and authority to own its assets and carry on its business as currently conducted by it. Delta is duly authorized and qualified to conduct its business in California.

(b) Delta has all necessary corporate or other power and authority and has taken all actions necessary to enter into this Agreement, to carry out the transactions contemplated hereby, and to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Delta and, when executed and delivered by PG&E, will constitute a legal, valid and binding obligation of Delta enforceable against it in accordance with its terms except as limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (ii) laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(c) The execution and delivery by Delta of this Agreement, the performance by it of its obligations under this Agreement, and the consummation of the transactions contemplated hereby do not and shall not:

Confidential
dmdan@orrick.com
2012-08-09 11:37:38 -0400

(i) conflict with or result in a violation or breach of any of the terms, conditions or provisions of Delta's Limited Liability Company Agreement;

(ii) conflict with or result in a violation or breach of any term or provision of any Law or Permit applicable to Delta, any Antioch Plant or the CCPP Ammonia Facility; or

(iii) conflict with or result in a breach or default (or an event which, with notice or lapse of time or both, would constitute a breach or default) under, or result in the termination or cancellation of, or accelerate the performance required by, or result in the creation or imposition of any encumbrance upon any contract or lease to which Delta is a party or by which Delta is bound and which could have a material adverse effect on Delta's ability to perform its obligations under this Agreement.

Section 11.02 Representations of PG&E.

PG&E represents and warrants to Delta as of the Execution Date as follows:

(a) PG&E is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has all requisite corporate power and authority to own its assets and carry on its business as currently conducted by it.

(b) PG&E has all necessary corporate power and authority and has taken all corporate actions necessary to enter into this Agreement, to carry out the transactions contemplated hereby, and to authorize the execution and delivery of this Agreement by PG&E and the consummation of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by PG&E and, when executed and delivered by Delta, will constitute a legal, valid and binding obligation of PG&E enforceable against it in accordance with its terms except as limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (ii) laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(c) The execution and delivery by PG&E of this Agreement, and the performance by it of its obligations under this Agreement and the consummation of the transactions contemplated hereby do not and shall not:

(i) conflict with or result in a violation or breach of any of the terms, conditions or provisions of PG&E's Articles of Incorporation or Bylaws;

Confidential
ordman@emerlaw.com
2024-09-19 11:37:38 -04'00'

(ii) conflict with or result in a violation or breach of any term or provision of any Law or Permit applicable to PG&E; or

(iii) conflict with or result in a breach or default (or an event which, with notice or lapse of time or both, would constitute a breach or default) under, or result in the termination or cancellation of, or accelerate the performance required by, or result in the creation or imposition of any encumbrance upon any contract or lease to which PG&E is a party or by which PG&E is bound and which could have a material adverse effect on PG&E's ability to perform its obligations under this Agreement.

Section 11.03 Disclaimer of Warranties.

DELTA DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES FACILITIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND DELTA HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF CONDITION, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES FACILITIES.

Confidential
vhorman@orienmark.com
2025.08.09 11:37:56 -04'00'

ARTICLE XII
FORCE MAJEURE

Section 12.01 Excuse for Nonperformance.

The failure of a Party to perform an obligation (other than a payment obligation) under this Agreement, including a Performance Failure, due to the occurrence of Force Majeure shall not constitute a breach of any such obligation; provided, however, that any Liability for failure to comply with a Legal Requirement shall be governed by Section 6.02 and Section 10.01(a)(iii) or Section 10.01(b)(iii) whether due to a Performance Failure or a Force Majeure. A Force Majeure shall relieve PG&E of the obligation to pay Delta for the charges specified under the heading "Annual Routine Maintenance" for the period when services are not provided as a result of such Force Majeure.

Section 12.02 Mitigation.

Each Party shall be obligated to use commercially reasonable efforts to mitigate the adverse effect and duration of any Force Majeure that affects such Party's performance of its obligations under this Agreement.

Section 12.03 Notice.

As soon as possible after a Force Majeure results or is reasonably likely to result in a Performance Failure, Delta shall orally notify a Representative of PG&E. As soon as possible thereafter, Delta shall give PG&E a Preliminary Communication describing (to the extent known to Delta after reasonable diligence) the Force Majeure, its cause, the conditions resulting from the Force Majeure, and an initial assessment of the effect of the Force Majeure on the performance of either or both Delta's and PG&E's obligations, and Delta's plans for remedying or mitigating the effect of the Force Majeure, including the anticipated duration of the Force Majeure and Delta's best estimate as to the length of time necessary to remedy such Force Majeure. Delta shall update this Preliminary Communication as information becomes available to it. Delta shall provide any additional information concerning the Force Majeure as may be reasonably requested by PG&E. Delta shall also provide notice to PG&E of the cessation of the impact of the Force Majeure and Delta's intent and ability to recommence performance of its obligations under this Agreement, which such notice shall be given as soon as possible following the time Delta knows or anticipates it will resume performance of its obligations under this Agreement.

ARTICLE XIII
EVENTS OF DEFAULT AND REMEDIES

Section 13.01 Events of Default.

An event of default under this Agreement shall be deemed to exist upon the occurrence of any one or more of the following events ("Event of Default"):

(a) Failure by a Party to make payment of any amount in excess of $30,000 due to the other Party under this Agreement, which failure continues for a period of thirty (30) days after written notice of such nonpayment;

(b) Default by a Party in its performance of any material obligation under this Agreement, other than a payment obligation, and such default continues for a period of thirty (30) days after a written notice of such non-performance; provided, however, that if (i) the default cannot be fully remedied through the exercise of diligent efforts during such thirty (30)-day period, and (ii) the defaulting Party timely submits a Cure Plan with respect to such default, and (iii) the defaulting Party commences within such thirty (30)-day period and thereafter proceeds with all due diligence to cure such default, then an Event of Default shall not exist unless the defaulting Party fails to cure the default within the time specified in the Cure Plan. Notwithstanding this Section 13.01(b), an Event of Default with respect to the obligations of a Party under this Agreement relating to compliance with Legal Requirements shall not be deemed to exist if such Party is contesting in good faith the Legal Requirement by appropriate proceedings conducted with due diligence, and the Party's non-compliance relates only to compliance with the contested Legal Requirement and is not prohibited under any order or other declaration by a Governmental or Regulatory Authority;

Confidential
rrodman@orrick.com
2012-08-09 11:37:38 -0400

(c) Failure of a representation or warranty set forth in Article XI to be true in any material respect as of the Execution Date; or

(d) Failure of a Party to comply with the terms of any decision or Order issued pursuant to Section 15.11 or Section 15.12, and such failure continues for a period of thirty (30) days after a written notice of such noncompliance by the other Party.

Section 13.02 Remedies for Breach.

Upon the occurrence of any Event of Default:

(a) If PG&E is in default for a failure to make a payment following notice pursuant to Section 13.01(a), Delta shall have the right to suspend provision of services to PG&E; provided that Delta has given a separate notice, at least fifteen (15) days in advance, of its intention to suspend provision of services, and PG&E continues to fail to pay. Following a suspension of provision of services:

(i) If PG&E pays all amounts due, Delta shall resume provision of services upon receipt from PG&E of a deposit equal to the total amount of estimated payments that would be due to Delta for all services to be provided for ninety (90) days. Delta shall be entitled to hold the deposit as security for payment until PG&E has timely made all payments due for two (2) years or until PG&E provides Delta with adequate assurance of future payment to Delta's reasonable satisfaction.

(ii) If PG&E fails to pay all amounts due within three (3) months following the suspension of provision of services, Delta shall have the right to terminate this Agreement pursuant to Section 13.02(b).

(b) The non-defaulting Party shall have the right to terminate this Agreement for any other Event of Default upon thirty (30) days' prior written notice to the other Party; provided, however, that (i) unless both Parties agree that an Event of Default has occurred and is continuing, a Party may not terminate this Agreement due to an Event of Default until as a result of the dispute resolution procedures provided for in Section 15.11, it has been determined that the Event of Default occurred, and (ii) a Party may not terminate this Agreement due to an Event of Default under Section 13.01(b) or Section 13.01(c) unless such Event of Default has caused a material adverse effect on the Party seeking to terminate this Agreement or the operation of the CC8 Power Plant if PG&E is the Party seeking to terminate this Agreement or the operation of any Antioch Plant if Delta is the Party seeking to terminate this Agreement; or

(c) The non-defaulting Party shall have the right to pursue any other remedy given under this Agreement now or hereafter existing at law, in equity or otherwise, subject to Section 10.04.

Confidential
goodmen@crowellaw.com
2009-08-09 11:47:38 -0400

Section 13.03 No Interruption.

Subject to the other terms and conditions of this Agreement, unless and until this Agreement has been terminated pursuant to Section 13.02 or Section 14.02, neither Party (a) shall refuse to perform, or suspend or delay the performance of its obligations under this Agreement, or (b) refuse to make, or suspend or delay, any of the payments required under this Agreement, in each case whether as a result of any breach or Event of Default or alleged breach or Event of Default by or with respect to the other Party.

ARTICLE XIV
TERM; TERMINATION

Section 14.01 Effectiveness; Term.

The term of this Agreement shall commence on the Execution Date and, unless earlier terminated in accordance with Section 14.02, shall continue in full force and effect until the fifth anniversary of the initial Commencement Date (the "Expiration Date"). On the Expiration Date, the term of this Agreement shall be extended automatically for consecutive five year terms unless both Parties agree in writing that the term will not be extended beyond its then current Expiration Date.

Section 14.02 Early Termination.

(a) Subject to Section 14.02(c), with respect to the CCPP Ammonia Facility, if PG&E delivers a written notice to Delta specifying that it no longer wants to receive the services related to the CCPP Ammonia Facility, then the Parties' rights and obligations with respect to the CCPP Ammonia Facility shall terminate.

(b) Subject to Section 14.02(c), if operation of the CC8 Power Plant ceases permanently, then this Agreement shall terminate in its entirety.

(c) Subject to Section 8.01, Delta may terminate the Parties' rights and obligations with respect to the CCPP Ammonia Facility upon at least six (6) months' advance written notice to PG&E (a "Delta Notice of Early Termination").

Section 14.03 Discharge of Obligations Upon Termination.

In the event that this Agreement is terminated pursuant to Article XIII or this Article XIV, the transactions contemplated by this Agreement shall be terminated and abandoned, without further action by the Parties, and:

(a) Each Party, if requested in writing, will redeliver or destroy, as requested, all documents, work papers and other material of the other Party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the Party

Confidential
drodman@rlemerlaw.com
2022-08-05 11:37:36 -0400

furnishing the same; provided that any such materials in electronic form that cannot be readily redelivered or destroyed shall be retained and kept confidential pursuant to the provisions of Section 15.01;

(b) No Party nor any of its respective directors, officers, stockholders, Affiliates or controlling Persons shall have any further Liability or obligation to any other Party to this Agreement except as stated in Section 13.02 and subparagraphs (a) and (b) of this Section 14.04, except that: (i) nothing in this Section 14.04 shall prejudice any rights, claims, or causes of action that may have accrued hereunder to a Party against the other Party under this Agreement prior to the date of such termination; and (ii) the provisions of this Section 14.04, Article X, Section 15.01, Section 15.10, Section 15.11, Section 15.12, Section 15.13, Section 15.19 and Section 15.20 shall survive any termination of this Agreement;

(c) The Parties shall be released and discharged from any obligations arising or accruing hereunder from and after the date of such termination, except as expressly provided in Article X and Section 13.02; and

(d) Termination of this Agreement shall not discharge or relieve either Party from any obligations or liabilities for any act or failure to act, or for any amounts payable, which may have accrued under the terms of this Agreement prior to such termination.

ARTICLE XV
MISCELLANEOUS

Section 15.01 Confidentiality.

(a) As of the Execution Date, neither Party shall, without the prior written consent of the other Party, disclose to any Person confidential information of the other Party relating to or concerning this Agreement, the transactions contemplated herein and hereby, or the results of audits conducted herein and hereunder, except to employees or representatives who need to know such information for purposes of taxes, accounting, pending litigation and other matters necessary in respect of the performance of this Agreement, unless such Party has used its reasonable efforts to (i) consult with the other Party and obtain such other Party's consent in a timely manner, but has not been able to do so, and (ii) either (A) such Party has been advised by counsel that disclosure is required or advisable to be made under applicable Law or the requirements of a national securities exchange or another Governmental or Regulatory Authority, or (B) such Party has been advised by its independent accountants that disclosure is required in such Party's public financial statements or the notes thereto. If such Party is requested or required by documents subpoena, civil investigative demand, interrogatories, requests for information, or other similar process to disclose any confidential information of the other Party in the course of its ownership of the CC8 Power Plant, the CC8 Real Property, any portion of the Ammonia System, the CCPP Ammonia Facility Site, any Antioch Plant or the Contra Costa Power Plant Site, as the case may be, such Party shall provide the other Party with prompt notice of such request, demand or other similar process so that the other Party may seek an appropriate

Confidential
Arodman@diemerlaw.com
2025-03-09 11:37:38 -0400

protective order or, if such request, demand or other similar process is mandatory, waive such Party's compliance with the provisions of this Section 15.01(a) as appropriate.

(b) The term confidential information as used in this Section 15.01 does not include information which (i) becomes generally available to the public other than as a result of disclosure by a Party, (ii) was available on a non-confidential basis prior to its disclosure by a Party, or (iii) becomes available to one of the Parties on a non-confidential basis from a source other than the other Party, provided that such source is not bound by a confidentiality agreement with the other Party.

(c) The Party receiving confidential information shall have no further obligations under this Section 15.01 with respect to such confidential information after the expiration of five (5) years after its receipt of such confidential information.

Section 15.02 Notices.

(a) Except as otherwise expressly provided herein, all notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally against written receipt, by facsimile transmission with answer back confirmation or by nationally recognized overnight courier that maintains records of delivery to the Parties at the following addresses or facsimile numbers:

If to PG&E to:

Pacific Gas and Electric Company
Mail Code N12G
77 Beale Street
San Francisco, California 94105
Facsimile: (415) 973-0585
Attention: Vice President – Energy Procurement

With copies to:

Pacific Gas and Electric Company
Law Department, B30A
77 Beale Street
San Francisco, California 94105
Facsimile: (415) 973-5520
Attention: Chief Counsel Generation and Procurement

Confidential
drodriguez@riemerlaw.com
2022-08-09 11:37:55 -0400

If to Delta to:

Mirant Delta, LLC
696 West Tenth Street
Pittsburg, California 94565
Facsimile: (925) 427-3518
Attention: President

With copies to:

Mirant Corporation
1155 Perimeter Center West
Atlanta, Georgia 30338
Facsimile: (678) 579-5001
Attention: General Counsel

(b) All such notices, requests and other communications will (i) if delivered personally to the address as provided in this Section 15.02, be deemed given upon receipt, (ii) if delivered by facsimile to the facsimile number as provided in this Section 15.02, be deemed given upon receipt by the sender of the answer back confirmation, and (iii) if delivered by overnight courier to the address as provided in this Section 15.02, be deemed given upon receipt. Any Party from time to time may change its address, facsimile number or other information for the purpose of notices to that Party by giving notice specifying such change to the other Party in accordance with the terms of this Section 15.02.

Section 15.03 Entire Agreement.

This Agreement (and all exhibits and schedules attached hereto and all other documents delivered in connection herewith) supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof and contains the sole and entire agreement among the Parties with respect to the subject matter hereof.

Section 15.04 Waiver.

Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. No waiver by any Party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

Section 15.05 Amendment.

This Agreement may be amended, supplemented or modified only by a written instrument duly executed by each Party and referring specifically to this Agreement.

Confidential
document@ferc.gov
2002-08-09 11:37:38-0400

Section 15.06 Third Party Beneficiaries.

The terms and provisions of this Agreement are intended solely for the benefit of each Party and their respective successors or permitted assigns and it is not the intention of the Parties to confer third-party beneficiary rights upon any Person.

Section 15.07 Assignment; Binding Effect.

Neither this Agreement nor any right, interest or obligation hereunder may be assigned by any Party without the prior written consent of the other Party, other than to an Affiliate or successor entity of such Party with a guarantee of performance by the assigning Party that is reasonably acceptable to the other Party, and any attempt to do so, other than as permitted herein, will be void. This Agreement is binding upon, inures to the benefit of and is enforceable by the Parties and their respective successors and permitted assigns.

Section 15.08 Headings.

The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

Section 15.09 Severability.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any Party will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from, and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar to the terms of such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the Parties.

Section 15.10 Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS EXECUTED AND PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PRINCIPLES.

Section 15.11 Resolution of Conflicts.

Resolution of any and all controversies, disputes and claims arising out of, relating to, in connection with or resulting from this Agreement (or any transaction contemplated hereby), including as to the interpretation, performance, non-performance, validity, breach or

Confidential
dreamingriemer law.com
(602-9909) 11:37:38 -0400

termination of this Agreement, whether the claim is based on contract, tort, regulation, rule, statute or constitution and any claims raising questions of law, whether arising before or after termination of this Agreement (each an "Agreement Dispute"), shall be exclusively governed by and settled in accordance with the provisions of this Section 15.11. Unless otherwise agreed in writing, the Parties shall continue to perform their obligations under the provisions of this Agreement during the course of dispute resolution pursuant to the provisions of this Section 15.11. Notice of an Agreement Dispute shall be provided to the Parties to this Agreement, which notice shall state with reasonable specificity the nature of the Agreement Dispute and the facts giving rise to such Agreement Dispute.

(a) Negotiation and Mediation.

(i) Negotiation. The Parties shall make a good faith attempt to resolve any Agreement Dispute through negotiation. Within thirty (30) days after notice of an Agreement Dispute is given by a Party to the other Party, each Party shall select one or more representatives who are the president of Delta (or the person filling the responsibilities and with the authority of the president) and a vice president of PG&E, which representatives shall meet and make a good faith attempt to resolve such Agreement Dispute.

(ii) Mediation. If such representatives fail to resolve an Agreement Dispute within thirty (30) days after the first meeting of the representatives or fail to meet within thirty (30) days after the date of the applicable notice of an Agreement Dispute (such date, the "Mediation Trigger Date"), the Parties shall seek resolution of the Agreement Dispute through mediation, with a mediator mutually acceptable to the Parties. The representatives of the Parties selected pursuant to Section 15.11(a)(i) shall be in attendance at the mediation.

(iii) Settlement. If a settlement is mutually agreed upon as a result of the negotiation or mediation, then such settlement shall be recorded in writing, signed by the Parties, and shall be binding on them.

(b) Arbitration.

(i) Selection of Arbitrator. In the event that (A) the Parties fail to mutually agree upon a mediator pursuant to Section 15.11(a)(ii) of this Agreement within thirty (30) days after the Mediation Trigger Date or (B) any Agreement Dispute is not settled by the Parties within sixty (60) days after the Mediation Trigger Date, a Party may initiate arbitration by sending written notice to the other Party requesting arbitration and describing the Agreement Dispute and

Confidential
draft for settlement only
2020-08-05 1:37:56 PM

any proposed remedy. Within ten (10) Business Days after receipt of such notice, the Parties shall select a single arbitrator. If the Parties cannot agree on the selection of an arbitrator, the arbitrator shall be selected by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator selected under those procedures shall be a lawyer or retired judge with at least ten years' experience arbitrating complex commercial disputes.

(ii) Location. The arbitration shall be conducted in the City and County of San Francisco, California and shall be governed by the Commercial Arbitration Rules of the American Arbitration Association, except as modified herein or as agreed by the Parties in writing.

(iii) Discovery. The affected Parties shall have the right to conduct discovery in accordance with California Code of Civil Procedure Section 1238.05.

(iv) Hearing and Decision. After giving the Parties due notice of hearing, the arbitrator shall hear the Agreement Dispute submitted for arbitration and shall provide a reasoned, written decision within ninety (90) days after the completion of the hearing or such other date selected by agreement of the Parties. The decision of the arbitrator shall conform to applicable Law. The procedural and substantive law applied in the arbitration shall be the law of the State of California without regard to its conflict of law principles, unless the claims or defenses raise issues of federal Law in which case federal substantive law shall apply to those particular claims or defenses. The arbitrator shall be bound to apply the Law, including the rules of evidence, and shall be empowered to hear and determine dispositive motions, including motions to dismiss and motions for summary judgment. The arbitrator shall have no authority to alter the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Parties, and a Party may petition a court to correct or vacate the decision only upon grounds that an award contained therein was procured by corruption, fraud or other undue means and may not petition a court to correct or vacate the decision for failure of the arbitrator to apply the Law or any other grounds or reasons. Judgment may be entered on the decision in any court of competent jurisdiction upon the application of any affected Party.

(v) Injunctions. The arbitrator shall have the right to issue temporary restraining orders, preliminary injunctions and final injunctions.

Confidential
drodriguez@meritlaw.com
2024-08-09 11:38:04 0400

(vi) Fees and Costs. The arbitrator may award costs and reasonable attorneys' fees to the prevailing Party. If both Parties prevail in part, such fees may be allocated between the Parties in such amounts as may be determined by the arbitrator based on the relative merits and amounts of each Party's claims.

(c) Specific Performance. Notwithstanding Section 15.11, the Parties agree that irreparable damage may occur in the event that the provisions of this Agreement are not performed in all material respects in accordance with their specific terms or are otherwise breached in any material respect. It is accordingly agreed that a Party shall be entitled to seek a temporary restraining order or preliminary injunction from any court of competent jurisdiction to maintain the status quo or otherwise to prevent a material breach of this Agreement and to enforce specifically the terms and provisions hereof until an arbitration proceeding can be commenced or an injunction hearing held.

Section 15.12 Jurisdiction.

(a) Except as otherwise limited by applicable Law and subject to the dispute resolution procedures set forth in Section 15.11, each Party irrevocably and unconditionally submits to the exclusive jurisdiction of any California state court or federal court of the United States of America sitting in San Francisco, California, and any appellate court from any thereof, in any Action or Proceeding arising out of or related to this Agreement, or for recognition or enforcement of any judgment, and each Party hereby irrevocably and unconditionally agrees that all claims in respect of any such Action or Proceeding may be heard and determined in such California state court or, to the extent permitted by Law, in such federal court. Each Party agrees that a final judgment in any such Action or Proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(b) Each Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now have or hereafter have to the laying of venue of any Action or Proceeding arising out of or relating to this Agreement in any California state court or federal court sitting in San Francisco, California, as the case may be. Each Party hereby irrevocably waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Action or Proceeding in any such court.

(c) Each Party irrevocably consents to service of process in the manner provided for notices in Section 15.02. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

Section 15.13 Expenses.

Except as otherwise provided in this Agreement, each Party shall pay its own expenses and costs related to the preparation of this Agreement or the consummation of the transactions contemplated hereby.

Confidential
drm@manatt.com
2022-08-09 11:37:38 -0400

Section 15.14 Counterparts.

This Agreement may be executed in any number of counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Section 15.15 Schedules and Exhibits.

The exhibits, schedules and notices specifically referred to herein, and delivered pursuant hereto, are an integral part of this Agreement.

Section 15.16 Construction.

The Parties agree that they have been represented by counsel during the negotiation, preparation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

Section 15.17 Further Assurances.

Each Party shall from time to time execute and deliver all such further documents and instruments as the other Party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement. The foregoing provisions of this Section 15.17 shall not be construed to require either Party to execute, acknowledge or deliver any further documents or instruments, or to take any other actions, which are inconsistent with its rights under this Agreement.

Section 15.18 Insurance Coverage.

(a) During the Term, each Party shall, at its sole cost and expense, purchase and maintain the following insurance coverages and minimum amounts of insurance written by a company or companies having an A.M. Best rating of A-VII or equivalent:

(i) Commercial General Liability insurance coverage providing coverage of no less than ten million dollars ($10,000,000) per occurrence and including Comprehensive Form, Premises and Operations, Blanket Written Contractual, Broad Form Property Damage, Explosion, Collapse and Underground Hazard (XCU coverage), Sudden and Accidental Pollution and Personal Injury liability coverages. A cross liability and severability of interest clause shall be included;

(ii) Business Automobile Liability insurance including coverage for the operation of all owned, non-owned and hired vehicles including trailers with minimum limits of liability for bodily injury

Confidential
dlohman@pmerlaw.com
2022-08-09 11:37:38 0400

(including death) and property damage of ten million dollars ($10,000,000) combined single limit (and with no aggregate limit). Each Party's insurance shall cover occurrences both at and away from the CC8 Real Property and the Services Facilities Site; and

(iii) Workers' compensation insurance or its substantial equivalent for PG&E Personnel for statutory obligations imposed by workers' compensation or occupational disease Laws of the U.S. and California, with limits of no less than one million dollars ($1,000,000) per accident.

(b) Notwithstanding the foregoing, PG&E may elect to self-insure for any required insurance, in which event PG&E shall (i) be liable for the full equivalent of insurance coverage that would have been available if the applicable insurance policies had been obtained from a third party insurer up to the maximum amount of such insurance coverage required pursuant to Section 15.18(a), (ii) pay all amounts that would have been payable by the third party insurer up to the maximum amount of such insurance policy required pursuant to Section 15.18(a) and (iii) act with the same promptness and subject to the same standards of good faith as would apply to a third party insurer. If and when PG&E no longer self-insures any required insurance coverage in accordance with this Agreement, except with respect to Worker's Compensation and commercial general liability insurance, PG&E shall name Delta as an additional insured under required coverages as described above. The limit on PG&E's liability specified in the foregoing clauses (i) and (ii) to the maximum amount of such insurance coverage required pursuant to Section 15.18(a) shall not limit, modify or otherwise affect the indemnification provisions of Article X or the indemnification provisions contained in any other Transaction Document.

(c) The policies maintained by each Party in accordance with this Agreement shall be of the type carried by such Party on other similar properties insured by such Party. No Party shall discriminate against the CC8 Power Plant or any Antioch Plant in providing such insurance.

(d) On the Execution Date, each Party shall furnish to the other Party a certificate of insurance from its insurance carrier(s) showing that the above required insurance and endorsements are in full force and effect, the amount of the carrier's liability thereunder, and further providing that the insurance shall not be cancelled unless at least thirty (30) days' prior written notice has been given to the other Party. The previous sentence shall not apply to any policies that PG&E self-insures. Upon expiration of any required policy, each Party shall send renewal certificates to the other Party verifying continued compliance with such Party's obligations under this Section 15.18. No such cancellation, modification or change shall affect any Party's obligation to maintain the insurance coverages required by this Agreement. All certificates of insurance shall be in form and content reasonably acceptable to the other Party.

(e) The obligation of each Party to provide the insurance hereinabove specified shall not limit in any way such Party's Liability or obligations under this Agreement.

Confidential
droadman@riderlaw.com
2022-06-09 11:57:38 -0700

Neither Party shall violate or knowingly permit any violation of any conditions or terms of the policies of insurance required by this Agreement.

(f) Each Party shall bear all cost for payment of any and all premiums (whether payable at inception or retroactive), deductibles or self-insured retentions under its policies and shall remain solely and fully liable for the full amount of any claim or item not compensated by insurance in accordance with and subject to the limitations set forth in Article X. Each Party's deductible shall encompass the costs of defense, including court costs and reasonable attorney's fees.

(g) Unless prohibited by Law, each Party's insurers shall, and, in the case of self-insurance by a Party, such Party shall, waive any right of recovery, under subrogation or otherwise, against the other Party, its Affiliates and its employees for first party property claims in all applicable policies maintained or self-insured in accordance with this Section 15.18.

Section 15.19 No Personal Liability.

Each Party acknowledges and agrees that in no event shall any partner, shareholder, owner, officer, director, employee or Affiliate of either Party be personally liable to the other Party for any payments, obligations or performance due under this Agreement, or any breach or failure of performance of either Party, and the sole recourse for payment or performance of the obligations hereunder shall be against PG&E or Delta and each of their respective assets and not against any other Person, except for such liability as expressly assumed by an assignee pursuant to an assignment of this Agreement in accordance with the terms hereof.

Section 15.20 No Recourse to Affiliates.

This Agreement is solely and exclusively between the Parties and any obligations created herein shall be the sole obligations of the Parties. No Party shall have recourse to any Affiliate of any other Party for performance of such obligations unless the obligations are guaranteed or assumed in writing by the Person against whom recourse is sought.

Section 15.21 No Joint Venture.

Neither this Agreement nor anything contained herein shall be deemed to make either Party in any way or for any purpose a partner, joint venturer or associate in any relationship with the other Party.

Confidential
dro.khan@ucmerced.edu
2022-08-09 11:57:38 -0400

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective, duly authorized representatives as of the Execution Date.

MIRANT DELTA, LLC

By:_____
Name:_____
Title:_____

PACIFIC GAS AND ELECTRIC COMPANY

By:_____
Name:_____
Title:_____

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT A

PAYMENT SCHEDULE

	ANNUAL ROUTINE MAINTENANCE	NON-ROUTINE MAINTENANCE Plus third party invoices as incurred
CCPP Ammonia Facility	$10,000/year	Delta and PG&E to split cost 50/50 for work common to CCPP Ammonia Facility

Note: These payments and costs shall be escalated in accordance with Section 9.01(c).

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT B

REPRESENTATIVES

For Delta:

Chuck Hicklin
Project Manager
Mirant Delta, LLC
3201 Wilbur Avenue
PO Box 1687
Antioch, California 94509
Facsimile: (925) 779-6540

Steve Anderson
Plant Manager
Mirant Delta, LLC
3201 Wilbur Avenue
PO Box 1687
Antioch, California 94509
Facsimile: (925) 779-6520

For PG&E:

Thomas Allen
Pacific Gas and Electric Company
245 Market Street, Room 1374
San Francisco, CA 94105
Facsimile: 415-973-7892

Confidential
drodmar@rienerlaw.com
2022-08-08 11:37:38 -0400

EXHIBIT C

"ROUTINE" AND "NON-ROUTINE" OPERATIONS AND MAINTENANCE

Routine operations and maintenance is that work which is performed on a planned and periodic basis, including the following:

On the CCPP Ammonia Facility, the following operation and maintenance activities are considered routine:

- Coordinate delivery of ammonia and compliance with the risk management plans for storage and handling of aqueous ammonia by being present for deliveries and directing the delivery driver in safe ammonia off-loading operations
- Daily Operations walk down and inspection of equipment
- Checking and calibration of instrumentation and controls
- Scheduled overhauls of pumps and motors
- Scheduled maintenance of the electrical system
- Safe Operation of the system including starting and stopping of pumps, opening and closing of valves, opening and closing of electrical circuit breakers, following the lock out tag out procedures
- Following lubrication schedules
- Processing waste water from the ammonia storage facility secondary containment

Non-Routine operations and maintenance is that work which is performed on an unplanned basis (not resulting from imprudent operating practices but) usually associated with equipment failure, including

- Repair or replacement of failed motors, pumps, valves, controls, electrical, traveling screens, or piping

Confidential
drodman@kleinlaw.com
2022-08-09 11:37:38-0400

EXHIBIT D

DESCRIPTION OF CC8 REAL PROPERTY

A PORTION OF PARCEL "A" DESCRIBED AND RECORDED IN DOCUMENT NUMBER 99-0103334 (DOC#99-0103334) IN THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY LOCATED IN THE UN-INCORPORATED AREA OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE AT THE SOUTHEAST CORNER OF PARCEL "A" (DOC#99-0103334) AND RUNNING THENCE, ALONG THE NORTH LINE OF WILBUR AVENUE, NORTH, 89° 03' 50" WEST, 464.11 FEET TO A NAIL AND TAG STAMPED "LS 4802"; THENCE, NORTH 00° 47' 10" EAST, 1105.66 FEET TO A POINT OF TANGENCY MARKED BY A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 4802"; THENCE, ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 68.00 FEET, A DELTA OF 51° 10' 06" AND AN ARC LENGTH OF 60.73 FEET TO A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 4802"; THENCE NORTH 50° 22' 56" WEST, 44.47 FEET TO A POINT IN THE EAST LINE OF PARCEL "B" DESCRIBED AND RECORDED IN DOCUMENT NUMBER 99-0103334 (DOC#99-0103334) IN THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY, WHICH SAID POINT BEARS NORTH 00° 47' 10" EAST, 429.76 FEET FROM THE SOUTHEAST CORNER OF SAID PARCEL "B" (DOC#99-0103334); THENCE, ALONG THE EAST LINE OF PARCEL "B" (DOC#99-0103334) NORTH 00° 47' 10" EAST, 154.20 FEET TO THE NORTHEAST CORNER OF PARCEL "B" (DOC#99-0103334); THENCE, ALONG THE NORTH LINE OF PARCEL "B" (DOC#990103334), NORTH 89° 06' 50" WEST, 163.43 FEET TO A POINT OF CUSP; THENCE LEAVING SAID NORTH LINE ALONG A CURVE TO THE RIGHT HAVING A RADIAL BEARING OF NORTH 69° 27' 14" EAST, A RADIUS OF 620.00 FEET, A DELTA OF 21° 35' 54" AND AN ARC LENGTH OF 233.72 FEET TO A POINT OF TANGENCY MARKED BY A 1" IRON PIPE WITH PLASTIC CAP STAMPED "LS 4802"; THENCE, NORTH 01° 03' 08" EAST, 380.39 FEET TO A 1" IRON PIPE WITH PLASTIC CAP STAMPED "LS 4802"; THENCE, NORTH 48° 26' 32" EAST, 71.79 FEET TO A NAIL AND TAG STAMPED "LS 4802"; THENCE, NORTH 00° 59' 26" EAST, 451.05 FEET TO A NAIL AND TAG STAMPED "LS 4802"; THENCE, SOUTH 87° 09' 11" EAST 197.66 FEET TO A POINT WHICH BEARS SOUTH 87° 09' 11" EAST, 5.00 FEET FROM A NAIL AND TAG STAMPED "LS 4802"; THENCE, NORTH 07° 18' 15" EAST, 97.00 FEET TO A STEEL FENCE POST CORNER; THENCE, SOUTH 81° 45' 55" EAST, 122.77 FEET TO A STEEL FENCE POST CORNER; THENCE, SOUTH 00° 29' 42" WEST, 79.16 FEET TO A STEEL FENCE POST CORNER; THENCE, NORTH 89° 41' 11" EAST, 64.75 FEET TO A STEEL GATE POST; THENCE, NORTH 63° 51' 15" EAST, 21.20 FEET TO A STEEL GATE POST; THENCE, NORTH 12° 04' 06" EAST, 94.19 FEET; THENCE, NORTH 80° 25' 35" EAST, 107.67 FEET; THENCE, NORTH 39° 28' 06" EAST, 220.11 FEET TO A POINT IN THE EAST LINE OF PARCEL "A" (DOC#99-0103334),

Copyright PG&E 2010

WHICH SAID POINT BEARS NORTH 00° 50' 30" EAST, 2739.03 FEET FROM AN ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE; THENCE ALONG THE EAST BOUNDARY OF SAID PARCEL "A" (DOC#99-0103334), SOUTH 00° 50' 30" WEST, 2739.03 FEET, RETURNING TO THE POINT OF BEGINNING, THE DESCRIBED PARCEL CONTAINS 33.63 ACRES.

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT E
LEASE AGREEMENT

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

LEASE AGREEMENT

by and between

MIRANT DELTA, LLC

and

PACIFIC GAS AND ELECTRIC COMPANY

dated as of November __, 2006

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

TABLE OF CONTENTS

Page

ARTICLE I. DEFINITIONS AND RULES OF INTERPRETATION 1

Section 1.01 Defined Terms 1

Section 1.02 Construction of Certain Terms and Phrases 6

ARTICLE II. THE PREMISES 7

Section 2.01 Lease of the Premises 7

Section 2.02 Use of the Premises 7

Section 2.03 Delta's Reservation of Rights 7

Section 2.04 PG&E Option to Acquire Fee Title 10

ARTICLE III. COVENANTS AND AGREEMENTS 11

Section 3.01 Taxes 11

Section 3.02 Insurance 12

Section 3.03 No Warranties by Delta 14

Section 3.04 Maintenance 14

Section 3.05 Indemnification 14

Section 3.06 Interference 16

Section 3.07 Liens 16

Section 3.08 Assignment 17

Section 3.09 Other Obligations 17

Section 3.10 Further Assurances 17

Section 3.11 Quiet Enjoyment 17

Section 3.12 Alterations Required by Law 18

Section 3.13 Delta's Performance of Certain of PG&E's Obligations 18

ARTICLE IV. DEFAULT; REMEDIES 18

Section 4.01 Default Termination Due To Certain Events 18

Section 4.02 Remedies 19

ARTICLE V. MISCELLANEOUS 19

Section 5.01 Entire Agreement 19

Section 5.02 Headings 19

Section 5.03 Time of Essence 19

Section 5.04 No Waiver 19

Confidential
droldman@riemerlaw.com
2022-08-09 11:37:38 -0400

TABLE OF CONTENTS
(continued)

Page

Section 5.05	Governing Law	20
Section 5.06	Estoppel Certificates	20
Section 5.07	No Joint Venture	20
Section 5.08	Consent	20
Section 5.09	Severability	20
Section 5.10	Surrender of Premises	21
Section 5.11	Recordation	21
Section 5.12	Amendment	21
Section 5.13	Merger	21
Section 5.14	Notices	21
Section 5.15	Counterparts	22
Section 5.16	Resolution of Conflicts	22
Section 5.17	Jurisdiction	25
Section 5.18	Mortgage of Leasehold	25
Section 5.19	Damage or Destruction	28
Section 5.20	Eminent Domain	28
Section 5.21	No Personal Liability	29
Section 5.22	No Recourse to Affiliates	29
Section 5.23	Schedules and Exhibits	29
Section 5.24	Construction	29
Section 5.25	Representations of Delta	30
Section 5.26	Representations of PG&E	30

EXHIBITS

A – LEGAL DESCRIPTION OF THE PREMISES
B – LEGAL DESCRIPTION OF LESSOR'S ADJACENT LAND
C – GRANT DEED
D – MAP OF EASEMENTS

Confidential
droalman@rremerlaw.com
2022-08-09 11:37:38 -0400

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of November __, 2006 (the "Execution Date"), by and between Mirant Delta, LLC, a Delaware limited liability company, with its principal place of business at 696 West Tenth Street, Pittsburg, California 94565 ("Delta"), and Pacific Gas and Electric Company, a California corporation, with its principal place of business at 77 Beale Street, San Francisco, California 94105 ("PG&E").

WITNESSETH

WHEREAS, PG&E, Delta and Mirant Procurement have entered into the CC8 Asset Transfer Agreement under which, subject to the terms and conditions contained therein, Delta and Mirant Procurement have agreed to transfer to PG&E the CC8 Assets;

WHEREAS, upon its acquisition of the CC8 Assets and completion of the transactions contemplated in the CC8 Asset Transfer Agreement, PG&E intends to pursue the development, construction and operation of the CC8 Project, which will be located on the Premises;

WHEREAS, it is contemplated in the CC8 Asset Transfer Agreement that the Parties will enter into this Lease to provide for the lease by Delta of the Premises to PG&E until such time as the Premises are transferred to PG&E pursuant to the terms and conditions of the CC8 Asset Transfer Agreement and this Lease; and

WHEREAS, the lease of the Premises to PG&E will be subject to certain easements for the Retained Improvements, retained for the benefit of Delta, as described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the Settlement and the CC8 Asset Transfer Agreement, the premises and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I.

DEFINITIONS AND RULES OF INTERPRETATION

Section 1.01 Defined Terms.

As used in this Lease, the following defined terms have the meanings ascribed to them below:

"Additional Easements" means any additional easements granted or to be granted pursuant to Section 2.03(b).

"AFC Permit" means the decision of the CEC issued in CEC Docket No. 00-AFC-1 on May 30, 2001 approving Delta's Application for Certification of the CC8

Confidential
drodman@orrick.com
2022-08-09 11:37:28 -0700

Project, as modified by the order issued by the CEC in Docket No.00-AFC-1C on July 19, 2006, and as such decision may be further modified from time to time.

"Affiliate" of any Person means an individual or entity that directly or indirectly controls, is controlled by or is under common control with such Person, whether by ownership of an equity interest or otherwise.

"Agreement Dispute" has the meaning set forth in Section 5.16.

"Antioch Plants" means, collectively, the Contra Costa Power Plant and any new or additional power plants or electricity generating units that may be developed, constructed, owned, used, operated, managed or controlled by Delta on the Lessor's Adjacent Land, together with all associated appurtenant structures, fixtures, equipment and other personal property interests now or hereafter constructed, owned, operated, managed, controlled or leased by Delta.

"Assumed Liabilities" has the meaning set forth in the CC8 Asset Transfer Agreement.

"ATA Execution Date" means June 10, 2005.

"Business Day" means a day other than Saturday, Sunday or any day on which banks located in San Francisco, California are authorized or obligated to close.

"CAISO" means the California Independent System Operator, a California public benefit corporation, or its successor.

"CC8 Assets" has the meaning set forth in the CC8 Asset Transfer Agreement.

"CC8 Asset Transfer Agreement" means the Amended and Restated Asset Transfer Agreement, dated as of November 22, 2006, by and among Delta, Mirant Procurement and PG&E.

"CC8 Fee Simple Transfer" has the meaning set forth in Section 2.04.

"CC8 Lot Line Adjustment" has the meaning set forth in the CC8 Asset Transfer Agreement.

"CC8 Lot Split" has the meaning set forth in the CC8 Asset Transfer Agreement.

"CC8 Project" means the proposed nominally rated 530 megawatt, natural gas-fired, combined cycle combustion turbine power project generally known as the Contra Costa Unit 8 Power Project, to be located on the Premises, as more particularly described in the AFC Permit, and all appurtenant structures, fixtures, equipment and other personal and real property interests to be constructed, owned, used, operated, maintained or controlled by PG&E as part of such facility, whether completed or at any stage of development.

"CEC" means the California Energy Resources Conservation and Development Commission, also known as the California Energy Commission, or its regulatory successor.

Confidential
drodman@rmerlaw.com
2022-08-09 11:37:38 -0400

"Commercial Operation Date" means the date on which PG&E, following successful completion of startup testing and commissioning program, declares that the construction of the CC8 Project has been substantially completed, and that the CC8 Project is available for commercial operation (*i.e.*, reliable operation as defined in accordance with the requirements of the CAISO tariffs) and is ready for dispatch.

"Contra Costa Power Plant" means the electricity generating facility in existence as of the Execution Date that is (a) generally known as the Contra Costa Power Plant, (b) located on the Lessor's Adjacent Land, and (c) owned by Delta, but excluding the CC8 Assets.

"Coordination Agreement" means the Coordination Agreement, dated as of the date hereof, by and between Delta and PG&E.

"Damages" has the meaning set forth in Section 3.05(a).

"Delta" has the meaning set forth in the first paragraph of this Lease.

"Delta Improvements" means, collectively, the Retained Improvements and any improvements that Delta shall construct, install or place on, in or under the Easements after the Execution Date in accordance with the terms and conditions set forth in Section 2.03(g).

"Easements" has the meaning set forth in Section 2.03(a).

"Events of Default" has the meaning set forth in Section 4.01.

"Execution Date" has the meaning set forth in the first paragraph of this Lease.

"Expiration Date" means the ninety-ninth (99th) anniversary of the Execution Date.

"Governmental or Regulatory Authority" means any court, tribunal, arbitrator, authority, agency, body, bureau, commission, department, official or other instrumentality of the United States or any state, county, city or other political subdivision.

"Grant Deed" means the grant deed by Delta in favor of PG&E in the form attached hereto as Exhibit C.

"Improvements" means all fixtures, buildings, structures, improvements and personal property, including the CC8 Project, now or hereafter situated or erected on the Premises or any part thereof and all fixture, machinery, equipment, all building equipment and other property of every kind or nature situated thereon or pertaining thereto or used in connection therewith, except the Delta Improvements.

"Indemnification Claim Notice" has the meaning set forth in Section 3.05(d).

"Indemnified Party" has the meaning set forth in Section 3.05(d).

"Indemnitee" has the meaning set forth in Section 3.05(d).

Confidential
groutman@rienerlaw.com
2022-08-09 11:37:38-0400

"Initial Easements" has the meaning set forth in Section 2.03(a).

"Law" means any Federal, state, regional or local law, statute or ordinance, or any law, rule, regulation, order, decision, code, Permit, interpretation, judgment, decree, directive, published guidelines, policy or similar form of pronouncement promulgated by any Governmental or Regulatory Authority having the effect and force of law.

"Lease" has the meaning set forth in the first paragraph of this Lease.

"Leasehold Mortgage" has the meaning set forth in Section 5.18(b).

"Lender" has the meaning set forth in Section 5.18(b).

"Lessor's Adjacent Land" means the parcel of land owned by Delta on which the Contra Costa Power Plant is situated, as more particularly described in Exhibit B.

"Liability" means any liability (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due).

"Mediation Trigger Date" has the meaning set forth in Section 5.16(a)(ii).

"Mirant Procurement" means Mirant Special Procurement, Inc., a Delaware corporation.

"Party" and/or "Parties" means either or both of Delta and PG&E, as the case may be.

"Permit" means, collectively, any Federal, state, regional or local government or regulatory permit, license, certificate, approval, registration, biological opinion or other authorization issued by any Governmental or Regulatory Authority, including any submitted application that constitutes an authorization, in each case as the same may be modified, amended or updated from time to time.

"Permitted Encumbrances" has the meaning set forth in the CC8 Asset Transfer Agreement.

"Permitted Uses" has the meaning set forth in Section 2.03(a).

"Person" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or other entity that is not a Governmental or Regulatory Authority.

"PG&E" has the meaning set forth in the first paragraph of this Lease.

"Premises" means that certain parcel of land that is located in unincorporated Contra Costa County, California just north of the City of Antioch, as more particularly described in Exhibit A.

Confidential
droodman@riemerlaw.com
2022-08-09 11:37:38 0400

"Prime Rate" means, for any day, the "PRIME RATE" reported by the Wall Street Journal as the base rate on corporate loans posted by at least seventy-five percent (75%) of the nation's 30 largest banks for such day, as such "PRIME RATE" may change from time to time. If the Wall Street Journal ceases to publish the "PRIME RATE," then the Parties shall mutually agree on a substitute reference that represents the base rate on corporate loans posted by major banks having one or more lending offices in New York, New York.

"Retained Improvements" means (a) the natural gas pipeline located on the Premises and used as of the ATA Execution Date to provide natural gas to the Contra Costa Power Plant; (b) all wastewater discharge pipes, structures and facilities located on the Premises, if any, that are used as of the ATA Execution Date in connection with wastewater management and wastewater discharge for the Contra Costa Power Plant; (c) the power pole, emergency sirens, antennas and power and communications lines located on the CC8 Real Property and used as of the ATA Execution Date in connection with the emergency response needs of the Contra Costa Power Plant; and (d) all identifying signage for the Contra Costa Power Plant located on the CC8 Real Property as of the ATA Execution Date.

"Retained Liabilities" has the meaning set forth in the CC8 Asset Transfer Agreement.

"Rule Against Perpetuities" means Article 2 (commencing with Section 21205) of Chapter 1 of Part 2 of Division 11 of the California Probate Code, as the same may be amended, modified or supplemented from time to time.

"Settlement" has the meaning set forth in the Settlement Agreement.

"Settlement Agreement" means the Settlement and Release of Claims Agreement dated as of January 13, 2005 among each of the Mirant Parties, the California Parties and OMOI, as such terms are defined in such Settlement and Release of Claims Agreement.

"Taxes" means all real estate taxes, special assessments, water taxes, excises, levies, license and permit fees and similar governmental charges and costs of every kind and nature, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind or nature whatsoever (including assessments for public and other improvements and general and special state, county and city taxes, including transit taxes, housing taxes, and other benefit taxes and assessments), which at any time or times during the Term, or at any time or times after the Term but with respect to a period or periods or event or events occurring in whole or in part during the Term, may or shall become a lien on or be assessed, levied, confirmed, imposed upon or become due or payable on or with respect to the Premises or any part thereof; provided, however, that the term "Taxes" does not include federal, state or local income or franchise taxes assessed against Delta.

"Term" has the meaning set forth in Section 2.01(b).

"Third Party Claim" has the meaning set forth in Section 3.05(e).

"Transaction Documents" has the meaning set forth in the CC8 Asset Transfer Agreement.

Confidential
Uhlman@orientenlaw.com
2008-06-09 11:37:38-04'00'

"Transfer Date" means the date upon which the Premises (or relevant portions thereof) are transferred in fee simple to PG&E in accordance with the terms and conditions set forth in Section 2.04.

"Transferred Improvements" means those Improvements which are sold, transferred, conveyed, assigned and delivered to PG&E pursuant to the terms of the Amended and Restated CC8 Asset Transfer Agreement.

Section 1.02 Construction of Certain Terms and Phrases.

Unless the context of this Lease otherwise requires: (a) words of any gender include each other gender; (b) words using the singular or plural number also include the plural or singular number, respectively; (c) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Lease; (d) the terms "Article," "Section" or "Exhibit" refer to the specified Article, Section or Exhibit of this Lease; (e) all references to Articles, Sections or Exhibits shall be to all subparts of such Articles, Sections and Exhibits; (f) the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or;" (g) the term "including" or "includes" means "including without limitation" or "includes without limitation;" (h) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Lease; (i) reference to any agreement (including this Lease), document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (j) reference to any law (including statutes and ordinances) means such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder; and (k) reference to third-party and out-of-pocket costs, fees and expenses shall exclude any payments to Affiliates (other than for reimbursement without mark-up for costs, fees and expenses paid to unaffiliated third-parties by Affiliates). Whenever this Lease refers to a number of days, such number shall refer to calendar days unless Business Days are specified.

Confidential
drodman@pge.com
2022-08-09 16:57:58 GMT

ARTICLE II.

THE PREMISES

Section 2.01 Lease of the Premises.

(a) Delta hereby demises and leases unto PG&E, and PG&E hereby takes and hires from Delta, the Premises, for and in consideration of the covenants and agreements, and upon the terms and conditions set forth herein subject to all matters of record and subject to the reservation of rights by Delta set forth in Section 2.03. All Transferred Improvements upon the Premises are concurrently herewith, being transferred to PG&E pursuant to the Amended and Restated CC8 Asset Transfer Agreement and shall be and shall remain the property of PG&E, its successors and assigns, throughout the Term and following any termination or expiration of this Lease, no matter how the same may be attached to the Premises and shall at all times be deemed to be PG&E's personal property. All Retained Improvements located upon the Premises pursuant to Section 2.03 shall be and shall remain the property of Delta, its successors and

assigns, no matter how the same may be attached to the Premises and shall at all times be deemed to be Delta's personal property.

(b) The term of this Lease (the "Term") shall commence on the Execution Date and terminate on the first to occur of (i) the Expiration Date or (ii) the Transfer Date.

(c) Delta hereby acknowledges that PG&E has paid in full, in advance, all rent for the entire Term of this Lease, as part of the consideration of the Settlement Agreement, the receipt and sufficiency of which is hereby acknowledged.

Section 2.02 Use of the Premises.

(a) Subject to its obligations under Section 3.07 hereof, PG&E shall have the right to use the Premises for any lawful purpose, including designing, constructing, developing, interconnecting, operating and maintaining the CC8 Project.

(b) PG&E shall not use the Premises or any portion thereof for any purpose or use that is in violation of any Law or in violation of the rights reserved by Delta under Section 2.03; provided, however, that PG&E shall have the right to contest the applicability to PG&E or the Premises of any Laws.

Section 2.03 Delta's Reservation of Rights.

(a) Subject to the terms, conditions, restrictions and reservations set forth in this Section 2.03, Delta, for itself and its successors and assigns, hereby reserves from the Premises those certain easements appurtenant to the Lessor's Adjacent Land (and any current or future interest of Delta therein) and in, on, along, over, under and across the Premises as more particularly shown on Exhibit D (the "Initial Easements" and, together with any Additional Easements granted pursuant to Section 2.03(b), the "Easements"), which shall be used by Delta only for (a) the operation and maintenance of the Contra Costa Power Plant and any other related activities on Lessor's Adjacent Land, (b) the operation, inspection, replacement, improvement, removal and maintenance of the Delta Improvements and any other related activities, (c) the operation, inspection, replacement, improvement, removal and maintenance of a security gate and related improvements on the access road adjacent to Lessor's Adjacent Land, (d) access to and use of the dock located on the northeastern portion of the Premises for purposes of launching boats and performing environmental monitoring and incident management, in each case in connection with the operation and maintenance of the Contra Costa Power Plant and related facilities, (e) drainage, discharge, retention and percolation of storm runoff from Lessor's Adjacent Land into the existing stormwater system located on the Premises, and the use of existing trench drains, pipelines, inlets, leachfields, valves, oily water separators, and other existing fixtures and equipment located on the Premises that capture, transport and dispose of storm water runoff emanating from the Lessor's Adjacent Land, in each case in the manner occurring or used prior to the Execution Date, and (f) the operation, inspection, replacement, improvement, removal and maintenance of the fire hydrants and underground water pipes used in connection with providing fire protection to the Contra Costa Power Plant and related facilities, and Delta hereby reserves to itself (and its respective agents, contractors and employees) the right to enter onto the Premises for the purpose of conducting the foregoing permitted uses of the

Confidential
Document
2024-08-09 11:37:38-0400

Initial Easements and for the purpose of any Additional Easements specified in an amendment to this Lease (the "Permitted Uses"). The Easements shall continue and be in full force and effect until the earlier to occur of (i) the expiration of the Term, and (ii) such time as Delta or its successors or assigns terminates its interests therein by recording the documentation set forth in Section 2.03(j) hereof. Upon acquisition by PG&E in fee of the Premises in accordance with Section 2.04, Delta shall reserve the Easements hereunder as permanent easements pursuant to the Grant Deed.

(b) If any of the Easements prove inadequate or unsatisfactory in the reasonable determination of Delta in performing the Permitted Uses, Delta may submit a good faith request to PG&E to amend this Lease to grant such Additional Easements as may be reasonably required by Delta. PG&E shall consider such request in good faith; provided, however, that (i) any grant of an Additional Easement shall be subject to the prior approval of the California Public Utilities Commission, (ii) PG&E may withhold its consent to any such reservation in its sole discretion, and (iii) this Section 2.03(b) shall not be construed as requiring PG&E to agree to amend this Lease to grant any Additional Easements or to incur additional expense or Liability beyond that contemplated by the express terms of this Section 2.03.

(c) Each of the Easements: (i) is appurtenant to and benefits each and every portion of the Lessor's Adjacent Land, (ii) burdens those portions of the Premises affected thereby, (iii) runs with the land benefited and burdened, (iv) is enforceable by each owner or lessee of the Lessor's Adjacent Land or any portion thereof against the owners from time to time of the Premises encumbered by the Easements, (v) is non-exclusive and PG&E shall have the right to grant to others easement rights in and to all or any portion of the area covered by the Easements, provided that such additional easement rights shall not interfere with the easement rights reserved herein, and (vi) is reserved until such time as such Easements are terminated in accordance with this Section 2.03.

(d) Except as otherwise expressly provided herein, Delta hereby agrees that it shall use the Easements only for the Permitted Uses and further agrees not to grant any easement or easements on, under or over the Easements without the written consent of PG&E.

(e) Delta shall abide by PG&E's safety and security rules and regulations applicable to Delta's operations on the Easements then in effect and generally applicable to PG&E's employees and invitees, provided that copies of such safety and security rules have been provided to Delta. Delta shall use and occupy the Easements in accordance and compliance with all applicable Laws. Delta shall not generate, bring, place, discharge or release on, in, under, or about any Easement any hazardous substances regulated or listed pursuant to any Law pertaining to the environment, public health or industrial hygiene, except as permitted by Law. Delta shall promptly pay and discharge all claims for labor performed, supplies furnished and services rendered at the request of Delta in connection with the Permitted Uses or otherwise related to the Easements and shall keep the Easements free of or discharge all mechanic's and materialmen's liens in connection therewith.

(f) PG&E shall maintain at its sole cost and expense those portions of the Premises burdened by the Easements in the same manner and condition as it is required to maintain the other portions of the Premises under this Lease; provided, however, that PG&E

shall not be responsible for making any additional improvements to such Easements so as to accommodate their use by Delta; and provided further that the foregoing shall not be construed as prohibiting PG&E from using those portions of the Premises burdened by the Easements in any manner that does not interfere with the rights of Delta under this Section 2.03.

(g) Delta shall not construct, install or place any improvements, structures or fixtures or permanently place personal property on, in or under the Easements not expressly contemplated by the Permitted Uses without the prior written consent of PG&E. Delta shall be responsible for maintaining any and all Delta Improvements. Except as expressly provided herein, in no event shall PG&E be responsible for maintaining any Delta Improvements. Delta shall have the right, at its sole cost, to trim foliage, cut roots in the area of the Easements, and enter upon and, after consultation with PG&E, dig, excavate or bore through or under the Easements as may be reasonable and necessary to perform any of the Permitted Uses. All Delta Improvements shall remain the personal property of Delta whether or not such property shall be permanently affixed to the Premises. Other than damage caused by the negligence or willful misconduct of PG&E or its respective agents, contractors or employees, Delta assumes all risks of damage to any of Delta's Improvements.

(h) PG&E makes no representation, express or implied, as to the suitability of the location, nature or scope of any of the Easements for any particular use, including the Permitted Uses. PG&E shall not be responsible for the provision of utility service to the Easements and PG&E makes no representation, express or implied, as to whether utility service shall be available to the Easements.

(i) The covenants of the Parties made in this Section 2.03 shall be deemed to be covenants running with the land pursuant to applicable Law, including Section 1468 of the California Civil Code, and each Party agrees, as covenantor, that each covenant to do or refrain from doing some act, with respect to the real property described herein or any portion thereof: (i) is for the benefit of the real property of the other Party hereto affected hereby, as the covenantee, (ii) runs with both the real property affected hereby owned by the covenantor and the real property affected hereby owned by the covenantee, and (iii) shall benefit and be enforceable by, in the case of covenantee, and be binding upon, in the case of covenantor, all successive owners of the real property affected hereby and every part thereof and all Persons having any interest therein derived from or through any owner of the property affected thereby during their period of ownership. Upon transfer of fee title to the real property burdened or benefited by the Easements, the transferring owner shall be released from all obligations hereunder accruing to the owner of the transferred property after the date of such transfer.

(j) Notwithstanding Section 2.03(a), any one or more of the Easements may be terminated and extinguished by mutual agreement of the Parties. In the event an Easement is terminated in accordance herewith, Delta shall: (i) execute and deliver a quitclaim deed or termination instrument in form and substance reasonably satisfactory to PG&E, duly executed and acknowledged and in recordable form; (ii) remove any improvements, fixtures or personal property placed or installed on, in or under such Easement in violation of the terms of this Lease and restore such Easement to substantially the same condition as existed prior to Delta's use thereof; and (iii) release PG&E from any and all further obligations or Liabilities with respect to such Easement. Upon termination of all of the Easements, the Parties shall be released and

Confidential
orrick@orrickla.com
202-339-8400

discharged from any obligations arising or accruing under this Section 2.03 from and after the date of such termination except as otherwise expressly provided in this Section 2.03; provided, however, that the Parties shall not be discharged or relieved from any obligation or Liability for any act or failure to act, or for any amounts payable, which may have accrued under the terms of this Section 2.03 prior to such termination.

(k) Notwithstanding any other provision contained in this Section 2.03, if any property interest granted by this Lease does not vest upon execution and delivery hereof and is subject to the Rule Against Perpetuities, it shall vest, if at all, within the time permitted by the Rule Against Perpetuities, including codifications thereof, currently in force in California.

Section 2.04 PG&E Option to Acquire Fee Title.

As soon as practicable after the CC8 Lot Line Adjustment or the CC8 Lot Split has been approved by the relevant Governmental and Regulatory Authorities and completed, Delta shall notify PG&E in writing. As soon as practicable after the Permitted Encumbrances referenced in subpart (d) of the definition thereof have been removed in accordance with Section 6.06(b) of the CC8 Asset Transfer Agreement, Delta shall notify PG&E in writing. Delta thereafter shall transfer the Premises to PG&E pursuant to the Grand Deed for no additional consideration in accordance with the provisions of this Section 2.04 and the CC8 Asset Transfer Agreement; provided that PG&E may waive the condition regarding removal of the Permitted Encumbrances by providing written notice to Delta, in which case the transfer shall occur as soon as practicable after the CC8 Lot Line Adjustment or the CC8 Lot Split has been approved by the relevant Governmental and Regulatory Authorities and completed. Such transfer of fee simple title to the Premises from Delta to PG&E pursuant to this Section 2.04 ("CC8 Fee Simple Transfer") shall be subject to the Parties' rights and obligations under the CC8 Asset Transfer Agreement, including with respect to disclaimers of representations and warranties, assumption and retention of Assumed Liabilities and Retained Liabilities, and indemnification obligations, in each case as though the CC8 Fee Simple Transfer had occurred under the CC8 Asset Transfer Agreement as of the Closing provided for therein.

Confidential
drodmarg@pgrlaw.com
2022-08-09 11:57:59 GMT

ARTICLE III.

COVENANTS AND AGREEMENTS

Section 3.01 Taxes.

(a) PG&E shall pay Taxes imposed, levied against or otherwise attributable to the Premises. To the extent that such Taxes are separately assessed, PG&E shall pay such Taxes directly to the appropriate authority or authorities before any delinquency thereon occurs, and shall deliver evidence of payment thereof to Delta. In the event any Taxes are permitted by Law to be paid in installments, PG&E shall have the option to pay such Taxes in installments. PG&E shall be liable only for those installments imposed, levied against or otherwise attributable to the Premises during the Term. If Taxes are not billed directly to PG&E, Delta shall forward all assessments to PG&E within fifteen (15) Business Days after Delta's receipt thereof, and PG&E shall pay the Taxes prior to delinquency. If any installment of Taxes shall cover any period of time prior to or after the expiration or earlier termination of this Lease, PG&E's obligation for

such installment shall be prorated on the basis of a 365-day year, except for any expiration of the Term on the Transfer Date. Delta acknowledges that PG&E may be required by Law to pay Taxes based on State Board of Equalization assessments to the county. PG&E shall be responsible for submitting any and all necessary forms and documents to the State Board of Equalization. Delta shall cooperate with PG&E and the State Board of Equalization to transfer the assessment process into or out of State Board of Equalization jurisdiction.

(b) PG&E shall have the right, upon prior written notice to Delta, to contest or review the amount, applicability or validity of any Taxes and all assessments or levies of such Taxes by one or more appropriate lawful proceedings, which, if instituted, shall be diligently conducted by PG&E in good faith at its own cost and expense, and free of any expense to Delta (all such expenses of Delta must be paid by PG&E), and, if necessary, in the name of Delta and Delta shall, upon the request of PG&E, execute all documents necessary to accomplish such contest or review. Delta agrees to provide reasonable cooperation to PG&E in connection with such contest or review; provided, however, that PG&E shall pay all reasonable costs and expenses incurred by Delta in providing such cooperation. To the extent that such a contest or review is successful, the benefits of such contest or review shall be apportioned between the Parties based on the Parties' respective proportionate shares of the combined assessments for Taxes set forth in Section 3.01(c), if any, after allowing for the reimbursement of PG&E of all reasonable costs actually incurred by PG&E in connection with such contest or review. If at any time the Premises or any part thereof shall then be immediately subject to forfeiture, or if Delta shall be subject to any criminal liability arising out of the nonpayment of Taxes, PG&E shall, notwithstanding any pending contest or review, either pay such Taxes or post such bonds as the taxing authority may require to prevent such forfeiture or criminal liability.

(c) It is the intention of the Parties that all Taxes upon the Premises and Transferred Improvements be assessed separately from the Delta Improvements and the Lessor's Adjacent Land. If the Taxes are not so separately assessed, the Parties agree to use reasonable efforts to cooperate in obtaining from the relevant taxing authorities separate assessments of the Premises and Transferred Improvements from the Delta Improvements and the Lessor's Adjacent Land. If, despite the exercise of reasonable efforts, such separate assessments are not available, the Parties shall prorate Taxes between them in accordance with Section 6.04(b)(vi) of the Amended and Restated CC8 Asset Transfer Agreement.

Section 3.02 Insurance.

(a) During the Term, each Party shall, at its sole cost and expense, purchase and maintain the following insurance coverages and minimum amounts of insurance written by a company or companies having an A.M. Best rating of A-VII or equivalent:

(i) Commercial General Liability insurance coverage providing coverage of no less than ten million dollars ($10,000,000) per occurrence and including Comprehensive Form, Premises and Operations, Blanket Written Contractual, Broad Form Property Damage, Explosion, Collapse and Underground Hazard (XCU coverage), Sudden and Accidental Pollution and Personal Injury liability coverages. A cross liability and severability of interest clause shall be included;

Confidential
draftmail@pgecorp.com
20220803-0911-7436-0400

(ii) Business Automobile Liability insurance including coverage for the operation of all owned, non-owned and hired vehicles including trailers with minimum limits of liability for bodily injury (including death) and property damage of ten million dollars ($10,000,000) combined single limit (and with no aggregate limit). Each Party's insurance shall cover occurrences both at and away from the Premises and the Lessor's Adjacent Land; and

(iii) Workers' compensation insurance or its substantial equivalent for PG&E Personnel for statutory obligations imposed by workers' compensation or occupational disease Laws of the U.S. and California, with limits of no less than one million dollars ($1,000,000) per accident.

(b) Notwithstanding the foregoing, PG&E may elect to self-insure for any required insurance, in which event PG&E shall (i) be liable for the full equivalent of insurance coverage that would have been available if the applicable insurance policies had been obtained from a third party insurer up to the maximum amount of such insurance policy required pursuant to Section 3.02(a), (ii) pay all amounts that would have been payable by the third party insurer up to the maximum amount of such insurance policy required pursuant to Section 3.02(a) and (iii) act with the same promptness and subject to the same standards of good faith as would apply to a third party insurer. If and when PG&E no longer self-insures any required insurance coverage in accordance with this Lease, except with respect to Worker's Compensation and commercial general liability insurance, PG&E shall name Delta as an additional insured under required coverages as described above. The limit on PG&E's liability specified in the foregoing clauses (i) and (ii) to the maximum amount of such insurance policy required pursuant to Section 3.02(a) shall not limit, modify or otherwise affect the indemnification provisions of Section 3.05 or the indemnification provisions contained in any other Transaction Document.

(c) The policies maintained by each Party in accordance with this Lease shall be of the type carried by such Party on other similar properties insured by such Party. No Party shall discriminate against the CC8 Power Plant or any Antioch Plant in providing such insurance.

(d) On the Execution Date, each Party shall furnish to the other Party a certificate of insurance from its insurance carrier(s) showing that the above required insurance and endorsements are in full force and effect, the amount of the carrier's liability thereunder, and further providing that the insurance shall not be cancelled unless at least thirty (30) days' prior written notice has been given to the other Party. The previous sentence shall not apply to any policies that Grantee self-insures; provided that PG&E shall have provided written notice to Delta specifying which policies PG&E has elected to self-insure. Upon expiration of any required policy, each Party shall send renewal certificates to the other Party verifying continued compliance with such Party's obligations under this Section 3.02. No such cancellation, modification or change shall affect any Party's obligation to maintain the insurance coverages required by this Lease. All certificates of insurance shall be in form and content reasonably acceptable to the other Party.

(e) The obligation of each Party to provide the insurance hereinabove specified shall not limit in any way such Party's Liability or obligations under this Lease. Neither Party shall violate or knowingly permit any violation of any conditions or terms of the policies of insurance required by this Lease.

(f) Each Party shall bear all cost for payment of any and all premiums (whether payable at inception or retroactive), deductibles or self-insured retentions under its policies and shall remain solely and fully liable for the full amount of any claim or item in accordance with and subject to the limitations set forth in Section 3.05. Each Party's deductible shall encompass the costs of defense, including court costs and reasonable attorney's fees.

(g) Unless prohibited by Law, each Party's insurers shall, and, in the case of self-insurance by a Party, such Party shall, waive any right of recovery, under subrogation or otherwise, against the other Party, its Affiliates and its employees for first party property claims in all applicable policies maintained or self-insured in accordance with this Section 3.02.

Section 3.03 No Warranties by Delta.

Except as expressly set forth in the Amended and Restated CC8 Asset Transfer Agreement, PG&E acknowledges that it has conducted its own due diligence with respect to the condition of title to the Premises and the Improvements, as well as the physical condition of the Premises and the Improvements, and that PG&E is leasing the Premises "AS IS." Except as expressly set forth in the Amended and Restated CC8 Asset Transfer Agreement, Delta makes no warranty of any kind or nature, express, implied, or otherwise, or any representations or covenants of any kind or nature in connection with the title to or condition of the Premises or any part thereof or any Improvements, and Delta shall not be liable for any latent or patent defects therein or be obligated in any way whatsoever to correct or repair any such latent or patent defects.

Section 3.04 Maintenance.

Delta shall have no obligation to make any repairs, replacements, restorations, alterations, additions or improvements whatsoever unto or about the Premises or any part thereof, or to maintain in any manner the Premises or the Improvements thereon, except with regard to any Delta Improvements and Delta's obligations with respect to the Easements as set forth in Section 2.03.

Section 3.05 Indemnification.

(a) By Delta. Delta shall indemnify, reimburse, defend and hold harmless PG&E and its Affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against any and all costs, losses, Liabilities, damages, lawsuits, deficiencies, claims and expenses (including reasonable fees and disbursements of attorneys) (collectively, the "Damages"), incurred in connection with, arising out of, resulting from or incident to (i) Delta's gross negligence or willful misconduct in performing or failing to perform its obligations under this Lease other than any of its obligations under Section 2.03; (ii) the material inaccuracy or breach of any representation or warranty made by Delta in this Lease during the Term; (iii) any injury to any Person or Persons or any damage to any property occasioned in any way as a result of Delta's or its employees', agents' or contractors' use of the Easements; or (iv) Delta's or its employees', agents' or contractors' use of the Easements, including Delta's breach of its obligations under Section 2.03.

Confidential
drodman@orientalinn.com
2022-08-09 11:37:13 GMT

(b) By PG&E. PG&E shall indemnify, defend and hold harmless Delta and its Affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against any and all Damages incurred in connection with, arising out of, resulting from or incident to (i) PG&E's gross negligence or willful misconduct in performing or failing to perform its obligations under this Lease; (ii) the material inaccuracy or breach of any representation or warranty made by PG&E in this Lease during the Term; and (iii) any contest of any Law in accordance with Section 2.02(b) that may have a material adverse effect upon Delta or Lessor's Adjacent Land or any contest or review of any Taxes in accordance with Section 3.01(b).

(c) No Consequential Liability. **THE INDEMNIFICATION OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT EXTEND TO INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR SIMILAR DAMAGES, INCLUDING BUSINESS INTERRUPTION, LOST PROFITS, LOST PRODUCTION AT ANY GENERATING UNIT OR REPLACEMENT POWER COSTS, EXCEPT TO THE EXTENT PAYABLE PURSUANT TO A THIRD PARTY CLAIM.**

(d) Procedures. The Party claiming indemnification hereunder (the "Indemnified Party") shall give the indemnifying Party written notice (an "Indemnification Claim Notice") within thirty (30) days of incurring any Damages or discovery of fact upon which such Indemnified Party intends to base a request for indemnification hereunder; provided, however, that the failure to give notice shall not result in a loss of rights or payment of Damages unless and to the extent that the failure to give notice shall result in higher costs to the Indemnifying Party or shall prejudice the rights of the Indemnifying Party. Each Indemnification Claim Notice must contain a description of the claim and the nature and amount of such Damages. The Indemnified Party shall furnish promptly to the indemnifying Party copies of all papers and official documents received in respect of any Damages. All indemnification claims in respect of a Party, its Affiliates or their respective directors, officers, employees and agents (collectively, the "Indemnitees" and each an "Indemnitee") shall be made solely by such Party.

(e) Third Party Claims. If an Indemnified Party becomes aware of any matter it believes is indemnifiable hereunder involving any Damages claimed against the Indemnified Party by any third party (a "Third Party Claim"), the Indemnified Party shall give the indemnifying Party prompt written notice of such Third Party Claim. Such notice shall: (i) provide the basis on which indemnification is being asserted and (ii) be accompanied by copies of all relevant pleadings, demands and other papers related to the Third Party Claim and in the possession of the Indemnified Party. The indemnifying Party shall have a period of fifteen (15) Business Days after delivery of such notice to respond. If the indemnifying Party elects to defend the Third Party Claim, the indemnifying Party shall be obligated to diligently defend the Third Party Claim, at its own expense, and by counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall cooperate reasonably, at the expense of the indemnifying Party, with the indemnifying Party and its counsel in the defense, and the Indemnified Party shall have the right to participate fully, at its own expense, in the defense of such Third Party Claim. Any settlement of a Third Party Claim defended by the indemnifying Party shall require the prior written consent of the Indemnified Party, such consent not to be unreasonably withheld or delayed. If the indemnifying Party fails to respond or responds within the required fifteen (15) Business Day period and declines or otherwise refuses to defend such Third Party Claim, the

Confidential
document@clarkhill.com
2022-08-09 15:37:08 -0500

Indemnified Party shall be free, without prejudice to any of the Indemnified Party's rights hereunder, to compromise, settle or defend (and control the defense of) such Third Party Claim. In such case, the indemnifying Party shall cooperate reasonably, at its own expense, with the Indemnified Party and its counsel in the defense against such Third Party Claim, and the indemnifying Party shall have the right to participate fully, at its own expense, in the defense of such Third Party Claim.

(f) Contribution. In the case of any Damages attributable to both Parties for which there would otherwise be indemnification under this Section 3.05, the Parties shall contribute with respect to such Damages in proportion to their respective degrees of fault.

(g) Survival. The provisions of this Section 3.05 shall survive the termination or expiration of this Lease.

(h) Remedies Exclusive. The remedies set forth in this Section 3.05, Section 3.02 and Section 4.02 shall be exclusive and in lieu of any other remedies that may be available to the Indemnitees pursuant to any statutory or common law with respect to any Damages of any kind or nature incurred directly or indirectly resulting from or arising out of any breach of this Lease (including alleged breaches or inaccuracies of any representation, warranty or covenant or for any alleged misrepresentation but excluding any claims for actual fraud) or the transactions contemplated hereby; provided, however, that, except as provided in Section 4.02, either Party may seek appropriate equitable relief in a court of proper jurisdiction. Nothing herein is intended to, nor shall be construed to, affect, have an interpretative effect on, modify or terminate any other contract between any Party or its Affiliates or any rights or obligations under any such contracts.

Section 3.06 Interference.

PG&E shall have no claim against Delta for any damage, nor shall PG&E (except as otherwise expressly provided herein) be released from any of the terms, covenants or provisions of this Lease should PG&E's possession of the Premises or any part thereof be disturbed or interfered with or affected in any manner by reason of the acts or omissions of any Person, or by reason of the enactment or adoption of any Law or by reason of any other act of any Governmental or Regulatory Authority; provided, however, that the foregoing shall not limit Delta's liability for Delta's wrongful interference with the rights of PG&E under this Lease or the breach by Delta of any of its obligations hereunder.

Section 3.07 Liens.

PG&E shall keep Delta's fee interest in the Premises free and clear of any and all mechanics', materialman's and other liens for or arising out of or in connection with work or labor done, services performed or materials or appliances used or furnished for or in connection with any operations of PG&E, its agents, subsidiaries or assigns, or any alteration, improvements or repairs or additions which PG&E may make or permit or cause to be made or any work or construction by, for or permitted by PG&E on or about the Premises, other than as specified in Section 2.03, and free and clear of any and all liens, attachments and executions or any obligations of any kind incurred by PG&E. At all times, PG&E shall promptly and fully pay and

discharge any and all obligations and all claims on which such lien may or could be based and shall indemnify, defend and hold Delta, its successors and assigns and all of the Premises harmless from and against any and all such liens, claims or suits pertaining thereto. In the event PG&E desires to contest the amount of such liens or claims, PG&E may do so, so long as such contest does not present imminent danger of foreclosure of Delta's fee interest in the Premises. If at any time Delta's fee interest in the Premises or any part thereof shall then be subject to forfeiture, or if Delta shall be subject to any Liability arising out of the nonpayment of any such liens or claims, PG&E shall, notwithstanding any pending contest or review, either pay such liens or claims or post such bonds as may be required to prevent such forfeiture or liability, at least thirty (30) days prior to such forfeiture.

Section 3.08 Assignment.

PG&E may at any time and from time to time assign all or any part of its interest in this Lease; provided that (a) any assignment shall be in writing and duly executed by PG&E and the assignee, (b) any assignment shall provide that the assignee assumes and agrees to carry out and perform all of the terms, covenants, and conditions of this Lease on the part of PG&E to be carried out and performed, and (c) an executed original of such assignment shall be delivered to Delta. Upon the assignment of PG&E's entire interest in the Lease, PG&E shall be released and discharged from all Liability under this Lease occurring after the date of the assignment. This Lease is binding upon, inures to the benefit of and is enforceable by the Parties and their respective successors and assigns.

Section 3.09 Other Obligations.

In addition to the other obligations under this Lease, PG&E at all times during the Term shall be bound by and shall fully comply with all covenants, conditions, restrictions, limitations or requirements created or imposed by or otherwise arising from matters of record title encumbering the Premises. Without limitation on the generality of the foregoing, in the event this Lease and any such covenants, conditions, restrictions, limitations or requirements both include specific provisions relating to the same matter, then PG&E shall comply with both unless such provisions are in conflict and accordingly compliance with both is impossible, in which event it shall comply with whichever standard is higher to the extent of the conflict.

Section 3.10 Further Assurances.

The Parties will, whenever and as often as it shall be reasonably requested so to do by the other, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered any and all such further confirmation, instruments of further assurance, and any and all such further instruments and documents, including estoppel certificates, as may be reasonably necessary, expedient or proper, in order to evidence or complete any and all transactions or to accomplish any and all matters and things provided in this Lease, provided such instruments and documents are not inconsistent with the terms of this Lease.

Section 3.11 Quiet Enjoyment.

(a) Upon PG&E observing and performing all of the covenants, conditions and provisions on PG&E's part to be observed and performed hereunder, PG&E shall peaceably

Confidential
droomani@orienrenal.com
2022-09-09 11:37:29 -0400

hold and quietly enjoy the Premises for the entire Term, without hindrance, interference, interruption or encumbrance by Delta or any Persons claiming through or under Delta.

(b) PG&E's ground leasehold interest in the Premises shall not be subordinate to any liens, encumbrances, or other title exceptions arising after the date hereof with respect to Delta's interest in the Premises and the improvements. This is not a covenant of Delta.

Section 3.12 Alterations Required by Law.

Except as provided in Section 2.03(e) or Section 2.03(g), if any alterations, additions, improvements, repairs or removals shall be required on or to the Premises or any part thereof by Law, the same shall be performed by and the costs thereof borne by PG&E.

Section 3.13 Delta's Performance of Certain of PG&E's Obligations.

In the event that PG&E shall fail to do or perform its obligations in Section 3.01 or Section 3.07, which failure shall have a material adverse effect upon Delta, the Premises or Lessor's Adjacent Land, Delta may, upon thirty (30) days written notice, at its option and without being under any obligation to do so, and without waiving any right it may have against PG&E by reason of PG&E's failure as aforesaid, do or perform the same and thereupon the amount of all reasonable expenses and disbursements incurred or paid by Delta in doing or performing the same, together with interest as hereinafter provided from the time the expenses or disbursements were paid by Delta, shall become due and owing and payable from PG&E to Delta. If, pursuant to the foregoing right of Delta, Delta performs, acquires or satisfies any lien, encumbrance or obligation of PG&E, Delta shall thereupon be subrogated to all rights of the obligee against PG&E or the Premises or both, and no merger shall be construed with would defeat such subrogation. All sums payable by PG&E to Delta under the terms hereof shall bear interest at a rate of interest equal to the lesser of (a) the Prime Rate or (b) the maximum rate permitted by Law from the date such sum becomes payable until actually paid.

ARTICLE IV.

DEFAULT; REMEDIES

Section 4.01 Default Termination Due To Certain Events.

The occurrence of any one of the following events shall constitute an "Event of Default" by PG&E under this Lease:

(a) PG&E fails to pay any monetary amounts owed hereunder when due and such failure shall continue for a period of thirty (30) days after written notice thereof from Delta to PG&E; or

(b) PG&E fails to comply with any term, provision or covenant of this Lease not involving the payment of money, and does not cure such failure within sixty (60) days after written notice thereof by Delta to PG&E or, if such failure is not reasonably susceptible of cure within such 60-day period, PG&E does not commence to cure such failure within such 60-day

drodman@orrick.com
2022-08-09 11:37:39 -0400

period or thereafter does not diligently prosecute such cure to completion within a reasonable period of time.

Section 4.02 Remedies.

(a) Upon the occurrence of any Event of Default by PG&E, and during the continuance of such Event of Default, Delta shall have the right, as its sole and exclusive remedy, to bring suit for its actual compensatory damages arising as a result of such Event of Default. Delta shall have no right to, and hereby waives any claim for, any consequential damages, punitive damages, exemplary damages, and shall have no right to specific performance or to terminate PG&E's leasehold estate or right to possession of the Premises hereunder.

(b) The foregoing rights and remedies and all other rights and remedies of Delta under this Lease are in addition to, and shall not be construed as a limitation on, Delta's rights and remedies under the Amended and Restated CC8 Asset Transfer Agreement.

ARTICLE V.

MISCELLANEOUS

Section 5.01 Entire Agreement.

This Lease contains the entire agreement between the Parties respecting the matters herein set forth and supersedes all prior agreements between the Parties hereto respecting such matters; provided, however, that this Lease shall not be construed as limiting or otherwise modifying the rights of the Parties under the Amended and Restated CC8 Asset Transfer Agreement.

Section 5.02 Headings.

The paragraph headings herein contained are for purposes of identification only and shall not be considered in construing this Lease.

Section 5.03 Time of Essence.

Time is of the essence with respect to all matters provided in this Lease.

Section 5.04 No Waiver.

No waiver by either Party of any default shall be implied or inferred and no written waiver thereof shall constitute a waiver of any other default, whether of the same or of any other nature or type and whether preceding, concurrent or succeeding; and no failure on the part of either Party to exercise any right it may have by the terms hereof or by Law upon any default, and no delay in the exercise of such right, shall prevent the exercise thereof by such Party at any time when the other Party shall continue to be so in default and no such failure or delay and no waiver of such default shall operate as a waiver of any other default, or as a modification in any respect of the provisions of this Lease. The subsequent acceptance of any payment or performance pursuant to this Lease shall not constitute a waiver of any previous

Confidential
droodman@friemerlaw.com
2022.08.09 11:57:38 -0400

default or of any previous event, circumstance or condition, other than the default in the payment of the particular payment or the performance of the particular matter so accepted, regardless of the non-defaulting Party's knowledge of the previous default or the previous event, circumstance or condition, at the time of accepting such payment or performance.

Section 5.05 Governing Law.

THIS LEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS EXECUTED AND PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PRINCIPLES.

Section 5.06 Estoppel Certificates.

PG&E or Delta, as the case may be, shall execute, acknowledge and deliver to the other and/or any Lender, promptly upon request, its certificate certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the modifications), (b) the dates, if any, to which all rental due hereunder has been paid, (c) whether there are then existing any charges, offsets or defenses against the enforcement by a Party of any agreement, covenant or condition hereof on the part of the other Party to be performed or observed (and, if so, specifying the same), (d) whether there are then existing any defaults by a Party in the performance or observance by such Party of any agreement, covenant or condition hereof on the part of such Party to be performed or observed and whether any notice has been given to such Party of any default which has not been cured (and, if so, specifying the same), and (e) such other matters as may be reasonably requested by the Parties or any Lender, as the case may be. Any such certificate may be relied upon by a prospective purchaser, permitted assignee, mortgagee or trustee of, or beneficiary under a deed of trust encumbering, the Premises or any part thereof.

Section 5.07 No Joint Venture.

Neither this Lease nor anything contained herein shall be deemed to make either Party in any way or for any purpose a partner, joint venturer or associate in any relationship with the other Party other than that of landlord and tenant, nor shall this Lease or any provision thereof be construed to authorize either to act as agent for the other except as expressly provided in this Lease.

Section 5.08 Consent.

The consent or approval by Delta to or of any act by PG&E requiring Delta's consent to approval shall not be deemed to waive or render unnecessary Delta's consent or approval to or of any subsequent similar acts by PG&E. The consent or approval by PG&E to or of any act by Delta requiring PG&E's consent to approval shall not be deemed to waive or render unnecessary PG&E's consent or approval to or of any subsequent similar acts by Delta.

Document Control
2022-08-09 11:57:30.000

Section 5.09 Severability.

If any provision of this Lease is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of either Party will not be materially and adversely affected thereby: (a) such provision will be fully severable; (b) this Lease will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Lease will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from; and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Lease a legal, valid and enforceable provision as similar the terms of such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the Parties.

Section 5.10 Surrender of Premises.

No surrender to Delta of this Lease or of the Premises, or any part thereof or of any interest therein, shall be valid or effective unless provided for in this Lease or otherwise agreed to and accepted in writing by Delta and no act by Delta or any representative or agent of Delta, other than such a written acceptance by Delta, shall constitute an acceptance of any such surrender.

Section 5.11 Recordation.

This Lease shall not be placed of record. The Parties shall execute a memorandum of lease in form appropriate for recording setting forth such provisions hereof as either Party may reasonably request except that the provisions relating to Taxes and other charges shall not be disclosed in said short form.

Section 5.12 Amendment.

This Lease cannot be altered, changed, modified or added to, except in writing signed by the Parties.

Section 5.13 Merger.

If both Parties' estates in the Premises become vested in the same owner while the Premises or the estate of Delta or PG&E therein shall be subject to one or more mortgages or deeds of trust, this Lease shall nevertheless not be destroyed by the application of the doctrine of merger except at the election of the mortgagee or beneficiaries under all such mortgages and deeds of trust.

Section 5.14 Notices.

Except as otherwise expressly provided herein, all notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally against written receipt, by facsimile transmission with answer back confirmation or by nationally recognized overnight courier that maintains records of delivery to the Parties at the following addresses or facsimile numbers:

Confidential
dlodman@sriemenlaw.com
2022-08-09 11:37:38 -7400

If to PG&E to:

Pacific Gas and Electric Company
Mail Code N12G
77 Beale Street
San Francisco, California 94105
Facsimile: (415) 973-0585
Attention: Vice President – Energy Procurement

With copies to:

Pacific Gas and Electric Company
Law Department, B30A
77 Beale Street
San Francisco, California 94105
Facsimile: (415) 973-5520
Attention: Chief Counsel Generation and Procurement

If to Delta to:

Mirant Delta, LLC
696 West Tenth Street
Pittsburg, California 94565
Facsimile: (925) 427-3518
Attention: President

With copies to:

Mirant Corporation
1155 Perimeter Center West
Atlanta, Georgia 30338
Facsimile: (678) 579-5001
Attention: General Counsel

Confidential
drodman@rlemerlaw.com
2022-06-09 11:37:38 -0400

All such notices, requests and other communications will (a) if delivered personally to the address as provided in this Section 5.14, be deemed given upon receipt, (b) if delivered by facsimile to the facsimile number as provided in this Section 5.14, be deemed given upon receipt by the sender of the answer back confirmation; and (c) if delivered by overnight courier to the address as provided in this Section 15.02, be deemed given upon receipt. Any Party from time to time may change its address or facsimile number for the purpose of notices to that Party by giving notice specifying such change to the other Party in accordance with the terms of this Section 5.14.

Section 5.15 Counterparts.

This Lease may be executed in any number of counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Section 5.16 Resolution of Conflicts.

Resolution of any and all controversies, disputes and claims arising out of, relating to, in connection with or resulting from this Lease (or any transaction contemplated hereby), including as to the interpretation, performance, non-performance, validity, breach or termination of this Lease, whether the claim is based on contract, tort, regulation, rule, statute or constitution and any claims raising questions of law, whether arising before or after termination of this Lease (each an "Agreement Dispute"), shall be exclusively governed by and settled in accordance with the provisions of this Section 5.16. Unless otherwise agreed in writing, the Parties shall continue to perform their obligations under the provisions of this Lease during the course of dispute resolution pursuant to the provisions of this Section 5.16. Notice of an Agreement Dispute shall be provided to the other Party to this Lease, which notice shall state with reasonable specificity the nature of the Agreement Dispute and the facts giving rise to such Agreement Dispute.

(a) Negotiation and Mediation.

(i) Negotiation. The Parties shall make a good faith attempt to resolve any Agreement Dispute through negotiation. Within thirty (30) days after notice of an Agreement Dispute is given by a Party to the other Party, each Party shall select one or more representatives who are the president of Delta (or the person filling the responsibilities and with the authority of the president) and a vice president of PG&E which representatives shall meet and make a good faith attempt to resolve such Agreement Dispute.

(ii) Mediation. If such representatives fail to resolve an Agreement Dispute within thirty (30) days after the first meeting of the representatives or fail to meet within thirty (30) days after the date of the applicable notice of an Agreement Dispute (such date, the "Mediation Trigger Date"), the Parties shall seek resolution of the Agreement Dispute through mediation, with a mediator mutually acceptable to the Parties. The representatives of the Parties selected pursuant to Section 5.16(a)(i) shall be in attendance at the mediation.

(iii) Settlement. If a settlement is mutually agreed upon as a result of the negotiation or mediation, then such settlement shall be recorded in writing, signed by the Parties, and shall be binding on them.

(b) Arbitration.

(i) Selection of Arbitrator. In the event that (A) the Parties fail to mutually agree upon a mediator pursuant to Section 5.16(a)(ii) within thirty (30) days after the Mediation Trigger Date or (B) any Agreement Dispute is not settled by the Parties within sixty (60) days after the Mediation Trigger Date, a Party may initiate arbitration by sending written notice to the other Party requesting arbitration and describing the Agreement Dispute and any proposed remedy. Within ten (10) Business Days after receipt of such notice, the Parties shall select a single arbitrator. If the Parties cannot agree on the selection of an arbitrator within ten (10) Business Days, the arbitrator shall be selected by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator selected under those

Confidential
dfodnan@rlrlaw.com
2022-08-09 11:37:39 -0400

procedures shall be a lawyer or retired judge with at least ten years' experience arbitrating complex commercial disputes.

(ii) Location. The arbitration shall be conducted in the City and County of San Francisco, California and shall be governed by the Commercial Arbitration Rules of the American Arbitration Association, except as modified herein or as agreed by the Parties in writing.

(iii) Discovery. The Parties shall have the right to conduct discovery in accordance with California Code of Civil Procedure Section 1238.05.

(iv) Hearing and Decision. After giving the Parties due notice of hearing, the arbitrator shall hear the Agreement Dispute submitted for arbitration and shall provide a reasoned, written decision within ninety (90) days after the completion of the hearing or such other date selected by agreement of the Parties. The decision of the arbitrator shall conform to applicable Law. The procedural and substantive law applied in the arbitration shall be the law of the State of California without regard to its conflict of law principles, unless the claims or defenses raise issues of federal Law in which case federal substantive law shall apply to those particular claims or defenses. The arbitrator shall be bound to apply the Law, including the rules of evidence, and shall be empowered to hear and determine dispositive motions, including motions to dismiss and motions for summary judgment. The arbitrator shall have no authority to alter the terms of this Lease. The decision of the arbitrator shall be final and binding upon the Parties, and a Party may petition a court to correct or vacate the decision only upon grounds that an award contained therein was procured by corruption, fraud or other undue means and may not petition a court to correct or vacate the decision for failure of the arbitrator to apply the Law or any other grounds or reasons. Judgment may be entered on the decision in any court of competent jurisdiction upon the application of any affected Party.

(v) Injunctions. The arbitrator shall have the right to issue temporary restraining orders, preliminary injunctions and final injunctions.

(vi) Fees and Costs. The arbitrator may award costs and reasonable attorneys' fees to the prevailing Party. If both Parties prevail in part, such fees may be allocated between the Parties in such amounts as may be determined by the arbitrator based on the relative merits and amounts of each Party's claims.

(c) Specific Performance. Notwithstanding Section 5.16(b) but subject to the limitations set forth in Section 4.02, (i) the Parties agree that irreparable damage may occur in the event that the provisions of this Lease are not performed in all material respects in accordance with their specific terms or are otherwise breached in any material respect; and (ii) a Party shall, therefore, be entitled to seek a temporary restraining order or preliminary injunction from any court of competent jurisdiction to maintain the status quo or otherwise to prevent a material breach of this Lease and to enforce specifically the terms and provisions hereof until an arbitration proceeding can be commenced or an injunction hearing held.

confidential document 2021-08-09 17:37:20 (GMT)

Section 5.17 Jurisdiction.

(a) Except as otherwise limited by applicable Law and subject to the dispute resolution procedures set forth in Section 5.16, each Party irrevocably and unconditionally submits to the exclusive jurisdiction of any California state court or federal court of the United States of America sitting in San Francisco, California, and any appellate court from any thereof, in any Action or Proceeding arising out of or related to this Lease, or for recognition or enforcement of any judgment, and each Party hereby irrevocably and unconditionally agrees that all claims in respect of any such Action or Proceeding may be heard and determined in such California state court or, to the extent permitted by Law, in such federal court. Each Party agrees that a final judgment in any such Action or Proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(b) Each Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now have or hereafter have to the laying of venue of any Action or Proceeding arising out of or relating to this Lease in any California state court or federal court sitting in San Francisco, California, as the case may be. Each Party hereby irrevocably waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Action or Proceeding in any such court.

(c) Each Party irrevocably consents to service of process in the manner provided for notices in Section 5.14. Nothing in this Lease will affect the right of any Party to serve process in any other manner permitted by Law.

Section 5.18 Mortgage of Leasehold.

(a) Subject to the provisions of this Section 5.18, PG&E shall have the right to encumber the leasehold estate created by this Lease by a mortgage, deed of trust or other security instrument, including an assignment of the rents, issues and profits from the Premises, to secure repayment of any loan, and associated obligations, to PG&E from any Lender. It is expressly understood, acknowledged and agreed by PG&E that Delta's fee interest in the Premises shall not be subject in any way to the lien of any Leasehold Mortgage (as defined in Section 5.18(b) below) or to the obligations created by the Leasehold Mortgage.

(b) As used herein, "Leasehold Mortgage" shall mean any mortgage, deed of trust or other security instrument, including an assignment of the rents, issues and profits from the Premises, which constitutes a lien on the leasehold estate created by this Lease, and "Lender" shall mean the owner and holder of the Leasehold Mortgage.

(c) During the continuance of any Leasehold Mortgage and until such time as the lien of any Leasehold Mortgage has been extinguished:

(i) Delta shall not agree to any mutual termination nor accept any surrender of this Lease, nor shall Delta consent to any amendment or modification of this Lease without the prior written consent of Lender; provided, however, that if Lender has not replied to a notice requesting such consent within thirty (30) days after receipt of such notice, Lender shall be deemed to have given such consent.

Confidential
droen@riemenlaw.com
2022-08-09 11:37:38-0400

(ii) Lender shall have the right, but not the obligation, and without payment of any penalty, to effect any insurance, to pay any Taxes, to make any repairs and improvements, to do any other act or thing required of PG&E hereunder, and to do any act or thing which may be necessary and proper to be done in the performance and observance of the agreements, covenants and conditions hereof. All payments so made and all things so done and performed by Lender shall be as effective to prevent an exercise of remedies by Delta under this Lease as the same would have been if made, done and performed by PG&E instead of by Lender.

(iii) Should any Event of Default under this Lease occur, Lender shall have thirty (30) days after receipt of notice from Delta setting forth the nature of such Event of Default, and, if such Event of Default is such that it cannot reasonably be remedied within such 30-day period or if possession of the Premises may be reasonably necessary to remedy such Event of Default, a reasonable time after the expiration of such thirty (30) day period, within which to remedy such Event of Default, provided that (A) Lender shall have fully cured any Event of Default in the payment of any monetary obligations of PG&E under this Lease within such thirty (30) day period and shall continue to pay currently such monetary obligations as and when the same are due, and (B) Lender shall have initiated within such period the curing of any Event of Default that can be remedied without taking possession of the Premises and is diligently prosecuting such cure, or, in the case of a Event of Default that cannot be cured without taking possession of the Premises, Lender shall have acquired PG&E's leasehold estate created hereby or commenced foreclosure or other appropriate proceedings in the nature thereof within such period, or prior thereto, and is diligently prosecuting any such proceedings.

(iv) Any Event of Default which in the nature thereof cannot be remedied by Lender shall be deemed to be remedied if (A) within sixty (60) days after receiving written notice from Delta setting forth the nature of such Event of Default, or prior thereto, Lender shall have acquired PG&E's leasehold estate created hereby or shall have commenced foreclosure or other appropriate proceedings in the nature thereof to obtain possession of the Premises, (B) Lender shall diligently prosecute any such proceedings to completion, and (C) Lender shall have fully cured any Event of Default in the payment of any monetary obligations of PG&E hereunder which do not require possession of the Premises within such sixty (60) day period and shall thereafter continue to faithfully perform all such monetary obligations which do not require possession of the Premises, and (D) after gaining possession of the Premises, Lender performs all other obligations of PG&E hereunder as and when the same are due.

(v) If Lender is prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving PG&E from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof, the times specified in Section 5.18(c)(iii) and Section 5.18 (c)(iv) above for commencing or prosecuting such foreclosure or other proceedings shall be extended for the period of such prohibition; provided that Lender shall have fully cured any Event of Default in the payment of any monetary obligations of PG&E under this Lease and shall continue to pay currently such monetary obligations as and when the same fall due.

(vi) Provided that Delta has been furnished in writing with the name and address of Lender, Delta shall deliver to Lender a duplicate copy of any and all notices

Confidential
draft for discussion only
2022-08-03 14:37:33-07:00

which Delta may from time to time give to PG&E pursuant to the provisions of this Lease, and such copy shall be delivered to Lender simultaneously with the delivery of the same to PG&E. No notice by Delta to PG&E hereunder shall be deemed to have been given unless and until a copy thereof shall have been delivered to Lender as herein set forth.

(vii) Foreclosure of a Leasehold Mortgage, or any sale thereunder, whether by judicial proceedings or by virtue of any power contained in the Leasehold Mortgage, or any conveyance of the leasehold estate created hereby from PG&E to Lender through, or in lieu of, foreclosure or other appropriate proceedings in the nature thereof shall not require the consent of Delta or constitute a breach of any provision of this Lease or an Event of Default, and upon such foreclosure, sale or conveyance Delta shall recognize Lender, or any other foreclosure sale purchaser, as PG&E hereunder. In the event Lender becomes PG&E under this Lease or any new lease obtained pursuant to Section 5.18(c)(viii) below, Lender shall be personally liable for the obligations of PG&E under this Lease or such new lease only for the period of time that Lender remains PG&E thereunder, and Lender's right thereafter to assign this Lease or such new lease shall not be subject to any restriction. In the event Lender subsequently assigns or transfers its interest under this Lease after acquiring the same by foreclosure or deed in lieu of foreclosure or subsequently assigns or transfers its interest under any new lease obtained pursuant to Section 5.18(c)(viii), and in connection with any such assignment or transfer Lender takes back a mortgage or deed of trust encumbering such leasehold interest to secure a portion of the purchase price given to Lender for such assignment of transfer, then such mortgage or deed of trust shall be considered a Leasehold Mortgage as contemplated under this Section 5.18 and Lender shall be entitled to receive the benefit of and enforce the provisions of this Section 5.18 and any other provisions of this Lease intended for the benefit of the holder of a Leasehold Mortgage.

(viii) If this Lease should terminate for any reason, Delta shall, upon written request by Lender given within sixty (60) days after such termination, immediately execute and deliver a new lease of the Premises to Lender, or its nominee, purchaser, assignee or transferee, for the remainder of the term of this Lease with the same agreements, covenants and conditions (except for any requirements which have been fulfilled by PG&E prior to termination) as are contained herein and with priority equal to that hereof; provided, however, that Lender shall promptly cure any Events of Default susceptible to cure by Lender; provided, further, that if more than one Lender requests such new lease, the Lender holding the most senior Leasehold Mortgage shall prevail. Upon execution and delivery of such new lease, Delta, at the expense of the new tenant, shall take such action as shall be necessary to cancel and discharge this Lease and to remove PG&E from the Premises.

(ix) The Parties shall cooperate in including in this Lease by suitable amendment from time to time any provision which may be requested by any proposed Lender, or may otherwise be reasonably necessary, to implement the provisions of this Section 5.18(c); provided, however, that any such amendment shall not in any way affect the term hereby demised nor affect adversely in any other material respect any rights of Delta under this Lease or with respect to its fee interest in the Premises.

Confidential
2022-06-03 11:35:38 PDT

Section 5.19 Damage or Destruction.

No loss or damage by fire or other cause resulting in either partial or total destruction of the Premises or any building or improvement on the Premises, shall, operate to terminate this Lease. The Parties hereby waive the provisions of Subsection 4 of Section 1933 of the California Civil Code, as amended from time to time.

Section 5.20 Eminent Domain.

(a) If, during the term of this Lease, the entire Premises shall be taken as a result of the exercise of the right of eminent domain, or if less than the entire Premises shall be taken, but it shall have been agreed, or determined by the dispute resolution procedure set forth in Section 5.16 hereof, that the buildings and improvements on the Premises cannot at a reasonable expense be repaired, restored or replaced to an economically profitable unit, this Lease may at the option of PG&E be terminated on the date of such taking, and the rights of the Parties in and to the award or awards upon any such taking shall be determined as set forth in Section 5.20(c) below. As used in this Section 5.20, the terms "taken" and "taking" shall mean an acquisition and/or damaging, including severance damage, by eminent domain or by inverse condemnation, or by deed or transfer in lieu thereof, or for any public or quasi-public use under any statute or law; and the taking shall be considered to take place as of the earlier of (i) the date actual physical possession is taken by the condemnor; or (ii) the date on which title vests in the condemnor.

(b) If less than the entire Premises shall be taken and it shall have been agreed, or determined by the dispute resolution procedure set forth in Section 5.16, that the buildings and improvements can be repaired, restored, or replaced to an economically profitable unit, this Lease shall not terminate but shall continue in full force and effect for the remainder of the term, subject to the provisions hereof. The rights of the Parties in and to the award or awards upon any such taking shall be determined in accordance with Section 5.20(c) below. PG&E shall restore, repair and replace that portion of the Premises not so taken.

(c) The rights of the Parties in and to any award or awards upon any such taking shall be determined as follows:

(i) Entire taking: In the event of any taking of the nature covered by Section 5.20(a) above, all compensation and damages therefor shall be payable as follows:

(A) Delta shall receive the value of the Retained Improvements; and

(B) PG&E, subject to the rights of any Lender, shall receive the value of the fee interest which comprises the Premises and the leasehold estate under this Lease and any buildings and improvements on the Premises excepting only the Retained Improvements.

(ii) Partial taking: In the event of any taking of the nature covered by Section 5.20(b) above, all compensation and damages therefor shall be applied first to the restoration, repair and replacement of the Premises by PG&E pursuant to this Section 5.20, and

drodman@tiemeyer.com 2022-08-09 11:37:23 -07:00 Confidential

the remainder thereof shall be divided between the Parties in the manner provided by Section 5.20(c)(i) above.

(d) If the Premises or any portion thereof or any buildings or improvements thereon should be taken for governmental occupancy for a limited period, this Lease shall not terminate and PG&E shall continue to perform and observe all of its obligations hereunder as though such taking had not occurred, except only to the extent that it may be prevented from performing such obligations by reason of such taking. In such event, PG&E shall be entitled to receive the entire amount of any awards, compensation and damages made for such taking, and Delta hereby assigns such awards, compensation and damages to Delta to the extent that the governmental occupancy does not extend beyond the expiration of the term hereof, except if any such limited taking shall be with respect to the Retained Improvements, the awards, compensations and damages relating thereto shall be paid and retained by Delta.

(e) Delta, PG&E and any Lender shall all have the right to participate in any settlement of awards, compensation and damages and may contest any such awards, compensation and damages and prosecute appeals therefrom. Any Lender shall be entitled to notice from both the Parties with regard to any condemnation action, threat thereof, or settlement proceedings.

Section 5.21 No Personal Liability.

Each Party acknowledges and agrees that in no event shall any partner, shareholder, owner, officer, director, employee or Affiliate of either Party be personally liable to the other Party for any payments, obligations or performance due under this Lease, or any breach or failure of performance of either Party, and the sole recourse for payment or performance of the obligations hereunder shall be against either Party and each of their respective assets and not against any other Person, except for such liability as expressly assumed by an assignee pursuant to an assignment of this Lease in accordance with the terms hereof.

Section 5.22 No Recourse to Affiliates.

This Lease is solely and exclusively between the Parties and any obligations created herein shall be the sole obligations of the Parties. No Party shall have recourse to any Affiliate of any other Party for performance of such obligations unless the obligations are guaranteed or assumed in writing by the Person against whom recourse is sought.

Section 5.23 Schedules and Exhibits.

The exhibits, schedules and notices specifically referred to herein, and delivered pursuant hereto, are an integral part of this Lease.

Section 5.24 Construction.

The Parties agree that they have been represented by counsel during the negotiation, preparation and execution of this Lease and, therefore, waive the application of any Law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

JR.amaro@siemens.com
2024-08-09 11:07:38-0400

Section 5.25 Representations of Delta.

Delta represents and warrants to PG&E as of the Execution Date as follows:

(a) Delta is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all requisite power and authority to own its assets and carry on its business as currently conducted by it. Delta is duly authorized and qualified to conduct its business in California.

(b) Delta has all necessary corporate or other power and authority and has taken all actions necessary to enter into this Lease, to carry out the transactions contemplated hereby, and to authorize the execution and delivery of this Lease and the consummation of the transactions contemplated hereby. This Lease has been duly and validly executed and delivered by Delta and, when executed and delivered by PG&E, will constitute a legal, valid and binding obligation of Delta enforceable against it in accordance with its terms except as limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (ii) laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(c) The execution and delivery by Delta of this Lease, the performance by it of its obligations under this Lease, and the consummation of the transactions contemplated hereby do not and shall not:

(i) conflict with or result in a violation or breach of any of the terms, conditions or provisions of Delta's Limited Liability Company Agreement;

(ii) conflict with or result in a violation or breach of any term or provision of any Law or Permit applicable to Delta, any Antioch Plant or the Premises; or

(iii) conflict with or result in a breach or default (or an event which, with notice or lapse of time or both, would constitute a breach or default) under, or result in the termination or cancellation of, or accelerate the performance required by, or result in the creation or imposition of any encumbrance upon any contract or lease to which Delta is a party or by which Delta is bound and which could have a material adverse effect on Delta's ability to perform its obligations under this Lease.

Section 5.26 Representations of PG&E.

PG&E represents and warrants to Delta as of the Execution Date as follows:

(a) PG&E is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has all requisite corporate power and authority to own its assets and carry on its business as currently conducted by it.

(b) PG&E has all necessary corporate power and authority and has taken all corporate actions necessary to enter into this Lease, to carry out the transactions contemplated hereby, and to authorize the execution and delivery of this Lease by PG&E and the consummation of the transactions contemplated hereby. This Lease has been duly and validly

Confidential
drodrian@riemerlaw.com
2022-08-09 11:37:38-0700

executed and delivered by PG&E and, when executed and delivered by Delta, will constitute a legal, valid and binding obligation of PG&E enforceable against it in accordance with its terms except as limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (ii) laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(c) The execution and delivery by PG&E of this Lease, and the performance by it of its obligations under this Lease and the consummation of the transactions contemplated hereby do not and shall not:

(i) conflict with or result in a violation or breach of any of the terms, conditions or provisions of PG&E's Articles of Incorporation or Bylaws;

(ii) conflict with or result in a violation or breach of any term or provision of any Law applicable to PG&E; or

(iii) conflict with or result in a breach or default (or an event which, with notice or lapse of time or both, would constitute a breach or default) under, or result in the termination or cancellation of, or accelerate the performance required by, or result in the creation or imposition of any encumbrance upon any contract or lease to which PG&E is a party or by which PG&E is bound and which could have a material adverse effect on PG&E's ability to perform its obligations under this Lease.

Confidential
drodman@rienstra.com
2022-08-09 11:37:59 0400

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Execution Date.

MIRANT DELTA, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____
Name: _____
Title: _____

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT A

Legal Description of the Premises

A PORTION OF PARCEL "A" DESCRIBED AND RECORDED IN DOCUMENT NUMBER 99-0103334 (DOC#99-0103334) IN THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY LOCATED IN THE UN-INCORPORATED AREA OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE AT THE SOUTHEAST CORNER OF PARCEL "A" (DOC#99-0103334) AND RUNNING THENCE, ALONG THE NORTH LINE OF WILBUR AVENUE, NORTH, 89° 03' 50" WEST, 464.11 FEET TO A NAIL AND TAG STAMPED "LS 4802"; THENCE, NORTH 00° 47' 10" EAST, 1105.66 FEET TO A POINT OF TANGENCY MARKED BY A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 4802"; THENCE, ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 68.00 FEET, A DELTA OF 51° 10' 06" AND AN ARC LENGTH OF 60.73 FEET TO A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 4802"; THENCE NORTH 50° 22' 56" WEST, 44.47 FEET TO A POINT IN THE EAST LINE OF PARCEL "B" DESCRIBED AND RECORDED IN DOCUMENT NUMBER 99-0103334 (DOC#99-0103334) IN THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY, WHICH SAID POINT BEARS NORTH 00° 47' 10" EAST, 429.76 FEET FROM THE SOUTHEAST CORNER OF SAID PARCEL "B" (DOC#99-0103334); THENCE, ALONG THE EAST LINE OF PARCEL "B" (DOC#99-0103334) NORTH 00° 47' 10" EAST, 154.20 FEET TO THE NORTHEAST CORNER OF PARCEL "B" (DOC#99-0103334); THENCE, ALONG THE NORTH LINE OF PARCEL "B" (DOC#990103334), NORTH 89° 06' 50" WEST, 163.43 FEET TO A POINT OF CUSP; THENCE LEAVING SAID NORTH LINE ALONG A CURVE TO THE RIGHT HAVING A RADIAL BEARING OF NORTH 69° 27' 14" EAST, A RADIUS OF 620.00 FEET, A DELTA OF 21° 35' 54" AND AN ARC LENGTH OF 233.72 FEET TO A POINT OF TANGENCY MARKED BY A 1" IRON PIPE WITH PLASTIC CAP STAMPED "LS 4802"; THENCE, NORTH 01° 03' 08" EAST, 380.39 FEET TO A 1" IRON PIPE WITH PLASTIC CAP STAMPED "LS 4802"; THENCE, NORTH 48° 26' 32" EAST, 71.79 FEET TO A NAIL AND TAG STAMPED "LS 4802"; THENCE, NORTH 00° 59' 26" EAST, 451.05 FEET TO A NAIL AND TAG STAMPED "LS 4802"; THENCE, SOUTH 87° 09' 11" EAST 197.66 FEET TO A POINT WHICH BEARS SOUTH 87° 09' 11" EAST, 5.00 FEET FROM A NAIL AND TAG STAMPED "LS 4802"; THENCE, NORTH 07° 18' 15" EAST, 97.00 FEET TO A STEEL FENCE POST CORNER; THENCE, SOUTH 81° 45' 55" EAST, 122.77 FEET TO A STEEL FENCE POST CORNER; THENCE, SOUTH 00° 29' 42" WEST, 79.16 FEET TO A STEEL FENCE POST CORNER; THENCE, NORTH 89° 41' 11" EAST, 64.75 FEET TO A STEEL GATE POST; THENCE, NORTH 63° 51' 15" EAST, 21.20 FEET TO A STEEL GATE POST; THENCE, NORTH 12° 04' 06" EAST, 94.19 FEET; THENCE, NORTH 80° 25' 35" EAST, 107.67 FEET; THENCE, NORTH 39° 28' 06" EAST, 220.11 FEET TO A POINT IN THE EAST LINE OF PARCEL "A" (DOC#99-0103334), WHICH SAID POINT BEARS NORTH 00° 50' 30" EAST, 2739.03 FEET FROM AN ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE

BASE; THENCE ALONG THE EAST BOUNDARY OF SAID PARCEL "A" (DOC#99-0103334), SOUTH 00° 50' 30" WEST, 2739.03 FEET, RETURNING TO THE POINT OF BEGINNING, THE DESCRIBED PARCEL CONTAINS 33.63 ACRES.

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT B

Legal Description of Lessor's Adjacent Land

PARCEL "A"

A PORTION OF PARCEL "A" DESCRIBED AND RECORDED IN DOCUMENT NUMBER 99-0103334 (DOC#99-0103334) IN THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY LOCATED IN THE UN-INCORPORATED AREA OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PUNCHED 1" BRASS DISK COMMON TO THE CORNERS OF SECTIONS 16, 17, 20 AND 21 OF SAID TOWNSHIP AND RUNNING THENCE, SOUTH 89° 04' 50" EAST, 661.00 FEET AND NORTH 00° 47' 10" EAST, 42.00 FEET TO AN ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE, SAID POINT BEING THE TRUE POINT OF BEGINNING AND IS LOCATED IN THE EASTERN BOUNDARY LINE OF THAT PARCEL OF LAND DESCRIBED AND RECORDED IN BOOK 1217 AT PAGE 398 (1217 OR 398) OF THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY.

THENCE, FROM SAID TRUE POINT OF BEGINNING, ALONG SAID EAST BOUNDARY LINE (1217 OR 398), NORTH 00° 47' 10" EAST, 2159.13 FEET TO A POINT IN THE ORDINARY HIGH WATER MARK ON THE SOUTHERLY SIDE OF THE SAN JOAQUIN RIVER; THENCE, ALONG SAID HIGH WATER MARK, NORTH 58° 59' 10" EAST, 208.03 FEET; THENCE, NORTH 00° 55' 10" EAST, 58.05 FEET TO A POINT IN THE ORDINARY LOW TIDE LINE; THENCE, ALONG SAID LOW TIDE LINE THE FOLLOWING COURSES, NORTH 68° 13' 10" EAST, 693.67 FEET; THENCE, NORTH 74° 00' 10" EAST, 981.16 FEET; THENCE, SOUTH 81° 01' 52" EAST, 1011.22 FEET TO A POINT IN THE EAST LINE OF PARCEL "A" (DOC#99-0103334), WHICH SAID POINT BEARS NORTH 00° 50' 30" EAST, 2739.03 FEET FROM AN ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE; THENCE ALONG THE EAST BOUNDARY OF SAID PARCEL "A" (DOC#99-0103334), SOUTH 00° 50' 30" WEST, 2739.03 FEET TO SAID ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE AT THE SOUTHEAST CORNER OF PARCEL "A" (DOC#99-0103334) SAID POINT ALSO BEING ON THE NORTHERN RIGHT OF WAY LINE OF WILBUR AVENUE; THENCE, ALONG SAID RIGHT OF WAY, NORTH 89° 03' 50" WEST, 779.45 FEET; THENCE, NORTH 89° 04' 50" WEST, 1975.69 FEET RETURNING TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL "B"

COMMENCING AT AN ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE AT THE SOUTHEAST CORNER OF PARCEL "A" (DOC#99-0103334) AND RUNNING THENCE, ALONG THE NORTH RIGHT OF WAY LINE OF

WILBUR AVENUE, NORTH 89° 03' 50" WEST, 524.11 FEET; THENCE, LEAVING SAID RIGHT OF WAY AND RUNNING NORTH 00° 47' 10" EAST, 756.60 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE SOUTHEAST CORNER OF PARCEL "B" AS DESCRIBED IN DOCUMENT NUMBER 99-0103334 (DOC#99-0103334) IN THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY; THENCE, ALONG THE BOUNDARY OF SAID PARCEL "B" (DOC#99-0103334) THE FOLLOWING COURSES; NORTH 89° 06' 50" WEST, 1213.84 FEET; NORTH 00° 53' 10" EAST, 24.94 FEET; NORTH 89° 06' 50" WEST, 446.07 FEET ; NORTH 00° 53' 10" EAST, 226.17 FEET; NORTH 20° 12' 00" WEST, 215.78 FEET; NORTH 89° 06' 50" WEST, 37.13 FEET; NORTH 00° 53' 10" EAST, 59.70 FEET; NORTH 45° 53' 10" EAST, 14.62 FEET; SOUTH 89° 06' 50" EAST, 657.72 FEET TO A POINT OF TANGENCY; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET, A DELTA OF 48° 49' 21" AND AN ARC LENGTH OF 153.38 FEET TO A POINT OF CUSP; THENCE, SOUTH 89° 06' 50" EAST, 806.68 FEET TO A POINT OF CUSP; THENCE LEAVING THE NORTH LINE OF PARCEL "B" (DOC#99-0103334) ALONG A CURVE TO THE RIGHT HAVING A RADIAL BEARING OF NORTH 69° 27' 14" EAST, A RADIUS OF 620.00 FEET, A DELTA OF 21° 35' 54" AND AN ARC LENGTH OF 233.72 FEET TO A POINT OF TANGENCY MARKED BY A 1" IRON PIPE WITH PLASTIC CAP STAMPED "LS 4802"; THENCE, NORTH 01° 03' 08" EAST, 380.39 FEET TO A 1" IRON PIPE WITH PLASTIC CAP STAMPED "LS 4802"; THENCE, NORTH 48° 26' 32" EAST, 71.79 FEET TO A NAIL AND TAG STAMPED "LS 4802" ; THENCE, NORTH 00° 59' 26" EAST, 451.05 FEET TO A NAIL AND TAG STAMPED "LS 4802"; THENCE, SOUTH 87° 09' 11" EAST 197.66 FEET TO A POINT WHICH BEARS SOUTH 87° 09' 11" EAST, 5.00 FEET FROM A NAIL AND TAG STAMPED "LS 4802"; THENCE, NORTH 07° 18' 15" EAST, 97.00 FEET TO A STEEL FENCE POST CORNER; THENCE, SOUTH 81° 45' 55" EAST, 122.77 FEET TO A STEEL FENCE POST CORNER; THENCE, SOUTH 00° 29' 42" WEST, 79.16 FEET TO A STEEL FENCE POST CORNER; THENCE, NORTH 89° 41' 11" EAST, 64.75 FEET TO A STEEL GATE POST; THENCE, NORTH 63° 51' 15" EAST, 21.20 FEET TO A STEEL GATE POST; THENCE, NORTH 12° 04' 06" EAST, 94.19 FEET; THENCE, NORTH 80° 25' 35" EAST, 107.67 FEET; THENCE, NORTH 39° 28' 06" EAST, 220.11 FEET TO A POINT IN THE EAST LINE OF PARCEL "A" (DOC#99-0103334), WHICH SAID POINT BEARS NORTH 00° 50' 30" EAST, 2739.03 FEET FROM AN ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE; THENCE ALONG THE EAST BOUNDARY OF SAID PARCEL "A" (DOC#99-0103334), SOUTH 00° 50' 30" WEST, 2739.03 FEET TO AN ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE AT THE SOUTHEAST CORNER OF PARCEL "A" (DOC#99-0103334), SAID POINT ALSO BEING ON THE NORTHERN RIGHT OF WAY LINE OF WILBUR AVENUE; THENCE, ALONG SAID RIGHT OF WAY, NORTH 89° 03' 50" WEST, 464.11 FEET TO A NAIL AND TAG STAMPED "LS 4802" ; THENCE, NORTH 00° 47' 10" EAST, 1105.66 FEET TO A POINT OF TANGENCY MARKED BY A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 4802"; THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 68.00 FEET, A DELTA OF 51° 10' 06" AND AN ARC LENGTH OF 60.73 FEET TO A POINT OF TANGENCY MARKED BY A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 4802"; THENCE NORTH 50° 22' 56" WEST, 44.47 FEET TO A POINT IN THE EAST LINE OF PARCEL "B" (DOC#99-0103334) WHICH BEARS NORTH 00° 47' 10" EAST, 429.76 FEET

Document is NOT OFFICIAL! This Document is the property of the Contra Costa County Recorder's Office. Unauthorized reproduction prohibited.

FROM THE POINT OF BEGINNING; THENCE, SOUTH 00° 47' 10" WEST, 429.76 FEET RETURNING TO THE POINT OF BEGINNING.

THE DESCRIBED PARCEL "A", LESS THE EXCEPTION DESCRIBED HEREIN CONTAINS 113.63 ACRES.

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT C

Grant Deed

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

PACIFIC GAS AND ELECTRIC COMPANY
5555 FLORIN-PERKINS ROAD
SACRAMENTO, CA 95826
ATTN: SUPERVISOR OF HYDRO SUPPORT

MAIL TAX STATEMENTS TO:

NAME	CAPITOL ACCOUNTING, BIIA
STREET	P.O. BOX 770000
CITY/STATE	SAN FRANCISCO, CA 94177-0001

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

Grant Deed

* The transfer tax is shown on a separate sheet attached hereto and is not to be made a part of the public record.

By this instrument, dated as of November ___, 2006, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MIRANT DELTA, LLC**, a Delaware limited liability company ("Grantor"), hereby GRANTS to **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation ("Grantee"), all of Grantor's right, title and interest in and to the following (the "Improvements"): all improvements situated on a portion of the real property located in the County of Contra Costa, State of California, as more particularly described in **Exhibit A** attached hereto (the "Real Property"), which portion is described in **Exhibit B** (the "CC8 Parcel"), including, the warehouse and concrete pads currently situated thereon, together with all rents, issues or profits thereof, but excluding the following: (a) the natural gas pipeline located on the CC8 Parcel and used as of June 10, 2005 to provide natural gas to the Grantor's electricity generating facility generally known as the Contra Costa Power Plant ("Contra Costa Power Plant"); (b) all wastewater discharge pipes, structures and facilities located on the CC8 Parcel, if any, that are used as of June 10, 2005 in connection with wastewater management and wastewater discharge for the Contra Costa Power Plant; (c) the power pole, emergency sirens, antennas and power and communications lines located on the CC8 Parcel and used as of June 10, 2005 in connection with the emergency response needs of the Contra Costa Power Plant; (d) all identifying signage for the Contra Costa Power Plant located on the CC8 Parcel as of June 10, 2005 and (e) any improvements otherwise comprising the Excluded Assets (as such term is defined in that certain Amended and Restated Asset Transfer Agreement, dated as of November 22, 2006, by and among Grantor, Mirant Special Procurement, Inc. and Grantee).

Grantee hereby acknowledges and agrees that the Improvements are granted "AS-IS, WHERE IS," without any warranty, including as to condition, specification, usefulness, repair, or other characteristics, and GRANTOR HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF CONDITION, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

* * *

Proprietary/Confidential
2002-06-06 MIRANT 0018 -0400

This Grant Deed shall be deemed to have been executed as of the date first written above.

GRANTOR:

_____
Name:
Title:
MIRANT DELTA, LLC,
a Delaware Limited Liability Company

ACCEPTANCE:

Grantee, by execution of this Grant Deed, hereby accepts the grant of the Improvements upon the conditions and reservations stated in this Grant Deed.

GRANTEE:

_____
Name:
Title:
PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

Confidential
drodman@rlemerlaw.com
2022-08-09 11:37:38 -0400

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO) ss.

On _____, 2006, before me, _____, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____

My Commission expires:

_____

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

STATE OF CALIFORNIA) ss.
COUNTY OF)

On _____, 200___, before me, _____, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____

My Commission expires:

_____

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT A
TO
DEED

LEGAL DESCRIPTION OF THE REAL PROPERTY

PARCEL "A" OF THAT CERTAIN LOT LINE ADJUSTMENT RECORDED IN DOCUMENT NUMBER 99-0097773-00 OF THE COUNTY RECORDER'S OFFICE OF CONRTA COSTA COUNTY, CALIFORNIA.

PORTION OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS; ALL BEARINGS AND DISTANCES BEING ON CALIFORNIA ZONE 3 COORDINATE SYSTEM.
BEGINNING AT A DISK IN A CONCRETE BASE MARKED P.G.& E. PROPERTY CORNER, BEING AT A POINT THAT BEARS SOUTH 89° 04' 50" EAST 661.00 FEET AND NORTH 00° 47' 10" EAST 42.00 FEET FROM THE CORNER COMMON TO SECTIONS 16, 17, 20, AND 21 OF SAID TOWNSHIP, SAID POINT OF BEGINNING IS IN THE EASTERN BOUNDARY LINE OF PROPERTY DESCRIBED IN THE DECREE QUIETING TITLE, DATED JUNE 30, 1948, IN THE MATTER OF FIBREBOARD PRODUCTS, INC., A CORPORATION, VS. RALPH M. BEEDE, ET AL, CASE NO. 42707, SUPERIOR COURT, CONTRA COSTA COUNTY, CALIFORNIA, A CERTIFIED COPY THEREOF RECORDED JUNE 30, 1948, IN BOOK 1217 OF OFFICIAL RECORDS, PAGE 398, AND RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG SAID BOUNDARY LINE, NORTH 00° 47' 10" EAST 2159.13 FEET TO A POINT IN THE ORDINARY HIGHWATER MARK ALONG THE SOUTHERLY SIDE OF THE SAN JOAQUIN RIVER; THENCE ALONG SAID ORDINARY HIGHWATER MARK NORTH 58° 59' 10" EAST 208.03 FEET; THENCE NORTH 00° 55' 10" EAST 58.05 FEET TO A POINT IN THE ORDINARY LOW TIDE LINE; THENCE ALONG SAID LOW TIDE LINE THE FOLLOWING COURSES, NORTH 68° 13' 10" EAST 693.67 FEET, NORTH 74° 00' 10" EAST 981.16 FEET, AND SOUTH 81° 01' 50" EAST 1011.23 FEET TO POINT THAT BEARS NORTH 00° 50' 30" EAST 2739.03 FEET FROM A DISK IN A CONCRETE BASE THAT MARKS THE SOUTHEAST CORNER OF THE P. G. & E. PROPERTY; THENCE SOUTH 00° 50' 30" WEST 139.86 FEET TO A POINT ON THE ORDINARY HIGH WATER MARK; THENCE CONTINUING ALONG SAID LINE SOUTH 00° 50' 30" WEST 2599.17 FEET TO SAID DISK AT SAID SOUTHEAST CORNER, SAID POINT BEING ALSO IN THE NORTHERN RIGHT OF WAY OF WILBUR AVE.; THENCE ALONG SAID NORTHERN LINE OF WILBUR AVE. NORTH 89° 03' 50" WEST 779.45 FEET AND NORTH 89° 04' 50" WEST 1975.69 FEET TO THE POINT OF BEGINNING.
CONTAINING 168.700 ACRES, MORE OR LESS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:
PARCEL "B"

BEGINNING AT A POINT THAT BEARS NORTH 89° 03' 50" WEST 524.11 FEET AND NORTH 00° 47' 10" EAST 756.60 FEET FROM THE SOUTHEAST CORNER OF PARCEL "A" ABOVE; THENCE NORTH 89° 06' 50" WEST 1213.84 FEET; THENCE NORTH 00° 53' 10" EAST 24.94 FEET; THENCE NORTH 89° 06' 50" WEST 446.07 FEET; THENCE NORTH 00° 53' 10" EAST 226.17 FEET; THENCE NORTH 20° 12' 00" WEST 215.78 FEET; THENCE NORTH 89° 06' 50" WEST 37.13 FEET; THENCE NORTH 00° 53' 10" EAST 59.70 FEET; THENCE NORTH 45° 53' 10" EAST 14.62 FEET; THENCE SOUTH 89° 06' 50" EAST 657.72 FEET; THENCE ALONG A TANGENT CURVE TO LEFT WITH A RADIUS OF 180.00 FEET A DISTANCE OF 153.38 FEET TO A POINT OF CUSP; THENCE SOUTH 89° 06' 50" EAST 970.11 FEET; THENCE SOUTH 00° 47' 10" WEST 583.96 FEET TO THE POINT OF BEGINNING.
CONTAINING 21.439 ACRES, MORE OR LESS.

EXHIBIT B
TO
DEED

DESCRIPTION OF CC8 PARCEL

A PORTION OF PARCEL "A" DESCRIBED AND RECORDED IN DOCUMENT NUMBER 99-0103334 (DOC#99-0103334) IN THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY LOCATED IN THE UN-INCORPORATED AREA OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE AT THE SOUTHEAST CORNER OF PARCEL "A" (DOC#99-0103334) AND RUNNING THENCE, ALONG THE NORTH LINE OF WILBUR AVENUE, NORTH, 89° 03' 50" WEST, 464.11 FEET TO A NAIL AND TAG STAMPED "LS 4802"; THENCE, NORTH 00° 47' 10" EAST, 1105.66 FEET TO A POINT OF TANGENCY MARKED BY A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 4802"; THENCE, ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 68.00 FEET, A DELTA OF 51° 10' 06" AND AN ARC LENGTH OF 60.73 FEET TO A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 4802"; THENCE NORTH 50° 22' 56" WEST, 44.47 FEET TO A POINT IN THE EAST LINE OF PARCEL "B" DESCRIBED AND RECORDED IN DOCUMENT NUMBER 99-0103334 (DOC#99-0103334) IN THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY, WHICH SAID POINT BEARS NORTH 00° 47' 10" EAST, 429.76 FEET FROM THE SOUTHEAST CORNER OF SAID PARCEL "B" (DOC#99-0103334); THENCE, ALONG THE EAST LINE OF PARCEL "B" (DOC#99-0103334) NORTH 00° 47' 10" EAST, 154.20 FEET TO THE NORTHEAST CORNER OF PARCEL "B" (DOC#99-0103334); THENCE, ALONG THE NORTH LINE OF PARCEL "B" (DOC#990103334), NORTH 89° 06' 50" WEST, 163.43 FEET TO A POINT OF CUSP; THENCE LEAVING SAID NORTH LINE ALONG A CURVE TO THE RIGHT HAVING A RADIAL BEARING OF NORTH 69° 27' 14" EAST, A RADIUS OF 620.00 FEET, A DELTA OF 21° 35' 54" AND AN ARC LENGTH OF 233.72 FEET TO A POINT OF TANGENCY MARKED BY A 1" IRON PIPE WITH PLASTIC CAP STAMPED "LS 4802"; THENCE, NORTH 01° 03' 08" EAST, 380.39 FEET TO A 1" IRON PIPE WITH PLASTIC CAP STAMPED "LS 4802"; THENCE, NORTH 48° 26' 32" EAST, 71.79 FEET TO A NAIL AND TAG STAMPED "LS 4802"; THENCE, NORTH 00° 59' 26" EAST, 451.05 FEET TO A NAIL AND TAG STAMPED "LS 4802"; THENCE, SOUTH 87° 09' 11" EAST 197.66 FEET TO A POINT WHICH BEARS SOUTH 87° 09' 11" EAST, 5.00 FEET FROM A NAIL AND TAG STAMPED "LS 4802"; THENCE, NORTH 07° 18' 15" EAST, 97.00 FEET TO A STEEL FENCE POST CORNER; THENCE, SOUTH 81° 45' 55" EAST, 122.77 FEET TO A STEEL FENCE POST CORNER; THENCE, SOUTH 00° 29' 42" WEST, 79.16 FEET TO A STEEL FENCE POST CORNER; THENCE, NORTH 89° 41' 11" EAST, 64.75 FEET TO A STEEL GATE POST; THENCE, NORTH 63° 51' 15" EAST, 21.20 FEET TO A STEEL GATE POST; THENCE, NORTH 12° 04' 06" EAST, 94.19 FEET; THENCE, NORTH 80° 25' 35" EAST, 107.67 FEET; THENCE, NORTH 39° 28' 06" EAST, 220.11 FEET TO A POINT IN THE EAST LINE OF PARCEL "A" (DOC#99-0103334), WHICH SAID POINT BEARS NORTH 00° 50' 30" EAST, 2739.03 FEET FROM AN

Confidential
Copyright PG&E 2022

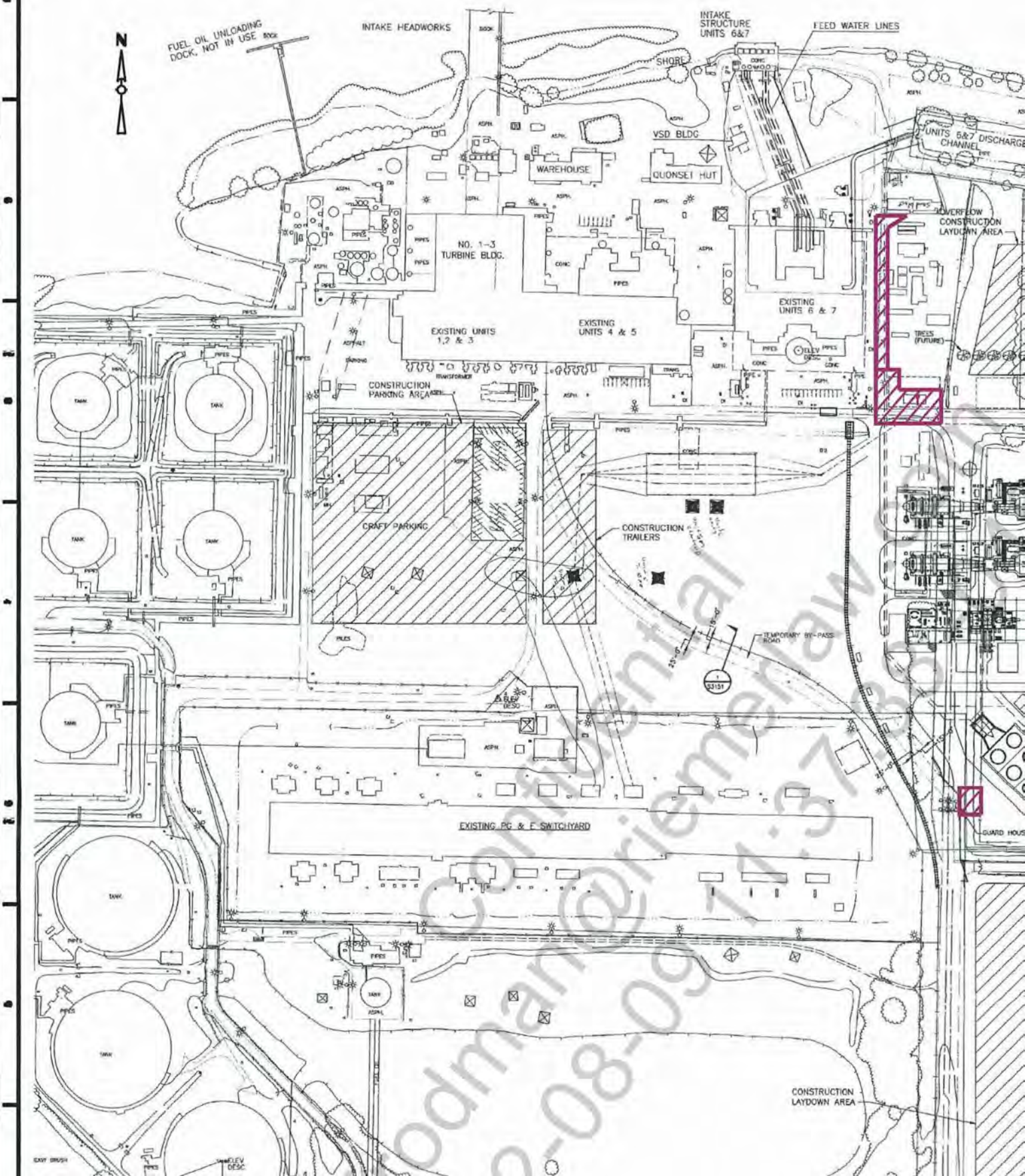
ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE; THENCE ALONG THE EAST BOUNDARY OF SAID PARCEL "A" (DOC#99-0103334), SOUTH 00° 50' 30" WEST, 2739.03 FEET, RETURNING TO THE POINT OF BEGINNING, THE DESCRIBED PARCEL CONTAINS 33.63 ACRES.

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT D

Map of Easements

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400


N
FUEL OIL UNLOADING DOCK, NOT IN USE
INTAKE HEADWORKS
INTAKE STRUCTURE UNITS 6&7
FEED WATER LINES
SHORE
VSD BLDG
WAREHOUSE
QUONSET HUT
UNITS 5&7 DISCHARGE CHANNEL
OVERFLOW CONSTRUCTION LAYDOWN AREA
NO. 1-3 TURBINE BLDG.
EXISTING UNITS 1,2 & 3
EXISTING UNITS 4 & 5
EXISTING UNITS 6 & 7
TREES (FUTURE)
CONSTRUCTION PARKING AREA
CRAFT PARKING
CONSTRUCTION TRAILERS
TEMPORARY BY-PASS ROAD
EXISTING PG & E SWITCHYARD
GUARD HOUS
CONSTRUCTION LAYDOWN AREA
TANK
PIPES
ASPH.
CONC.

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT F-1
PG&E EASEMENT AGREEMENT

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

PG&E EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Pacific Gas and Electric Company
5555 Florin-Perkins Road
Sacramento, CA 95826
Attn: Supervisor of Hydro Support

(Space above this line for recorder's use only)

Confidential
dr@mail@mirantLW.com
2022-08-05 17:37:38-04:00

THIS PG&E EASEMENT AGREEMENT (this "Agreement") is made and entered into as of November __, 2006 (the "Execution Date"), by and between Mirant Delta, LLC, a Delaware limited liability company, with its principal place of business at 696 West Tenth Street, Pittsburg, California 94565 ("Delta"), and Pacific Gas and Electric Company, a California corporation, with its principal place of business at 77 Beale Street, San Francisco, California 94105 ("PG&E").

WITNESSETH

WHEREAS, PG&E, Delta and Mirant Procurement have entered into the CC8 Asset Transfer Agreement under which, subject to the terms and conditions contained therein, Delta and Mirant Procurement have agreed to transfer the CC8 Assets to PG&E;

WHEREAS, upon its acquisition of the CC8 Assets, PG&E intends to pursue the development, construction and operation of the CC8 Project, which will be located on the CC8 Real Property;

WHEREAS, PG&E owns a leasehold interest in the CC8 Real Property, which is adjacent to the Contra Costa Land and will acquire fee title to the CC8 Real Property in accordance with the CC8 Asset Transfer Agreement and the Lease Agreement; and

WHEREAS, it is a condition precedent to the transfer of the CC8 Assets as contemplated in the CC8 Asset Transfer Agreement that the Parties enter into this Agreement to provide for the creation of certain easements in, on, along, over and across the Contra Costa Land for the purposes specified in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the Settlement and the CC8 Asset Transfer Agreement, premises and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF INTERPRETATION

Section 1.01. Defined Terms.

As used in this Agreement, the following defined terms have the meanings ascribed to them below:

"230kV Line" means the 230kV transmission line and associated towers and structures that will interconnect the collector bus for the CC8 Project to the switchyard owned by PG&E and situated on the Switchyard Real Property.

"Additional Easements" means any additional easements granted or to be granted pursuant to Section 2.02.

"AFC Permit" means the decision of the CEC issued in CEC Docket No. 00-AFC-1 on May 30, 2001 approving Delta's Application for Certification of the CC8 Project, as modified by the order issued by the CEC in Docket No.00-AFC-1C on July 19, 2006, and as such decision may be further modified from time to time.

"Affiliate" of any Person means an individual or entity that directly or indirectly controls, is controlled by or is under common control with such Person, whether by ownership of an equity interest or otherwise.

"Agreement" has the meaning set forth in the first paragraph hereof.

"Agreement Dispute" has the meaning set forth in Section 5.14.

"Business Day" means a day other than Saturday, Sunday or any day on which banks located in San Francisco, California are authorized or obligated to close.

"CC8 Ammonia Tank" means the ammonia tank and associated pumps, pipes and control systems transferred to PG&E pursuant to the CC8 Asset Transfer Agreement and located in the CCPP Ammonia Facility.

"CC8 Assets" has the meaning set forth in the CC8 Asset Transfer Agreement.

"CC8 Asset Transfer Agreement" means the Amended and Restated Asset Transfer Agreement, dated as of November 22, 2006, by and among Delta, Mirant Procurement and PG&E.

"CC8 Project" means the nominally rated 530 megawatt combined-cycle electricity generating facility known as the Contra Costa Unit 8 Power Project, as more particularly described in the AFC Permit, and all appurtenant structures, fixtures, equipment and other personal and real property interests to be constructed, owned, used, maintained, managed, controlled or operated by Grantee as part of such facility, whether completed or at any stage of development.

Confidential
dnolmar@orrick.com
2022-08-09 11:37:38-0400

"CC8 Real Property" means that certain land that is located in unincorporated Contra Costa County, California just north of the City of Antioch, as more particularly described in Exhibit A.

"CCPP Ammonia Facility" has the meaning set forth in the Services Agreement.

"CEC" means the California Energy Resources Conservation and Development Commission, also known as the California Energy Commission, or its regulatory successor.

"Contra Costa Land" means that certain parcel of real property owned by Delta as more particularly described in Exhibit B.

"Contra Costa Power Plant" means the electricity generating facility in existence as of the Execution Date that is (a) generally known as the Contra Costa Power Plant, (b) located on the Contra Costa Land, and (c) owned by Delta, but excluding the CC8 Assets.

"Coordination Agreement" means the Coordination Agreement, entered into by Delta and PG&E and dated as of the date hereof.

"Damages" has the meaning set forth in Section 3.03(a).

"Discharge Point" means the E-006 discharge point as more particularly shown on Exhibit F.

"Easements" has the meaning set forth in Section 2.01.

"Execution Date" has the meaning set forth in the first paragraph of this Agreement.

"Governmental or Regulatory Authority" means any court, tribunal, arbitrator, authority, agency, body, bureau, commission, department, official or other instrumentality of the United States or any state, county, city or other political subdivision.

"Grantee" means PG&E and its successors and assigns.

"Grantee Improvements" has the meaning set forth in Section 3.02(b).

"Grantor" means Delta and its successors and assigns.

"Indemnification Claim Notice" has the meaning set forth in Section 3.03(c).

"Indemnitee" or "Indemnitees" has the meaning set forth in Section 3.03(c).

"Initial Easements" has the meaning set forth in Section 2.01.

"Law" means any Federal, state, regional or local law, statute or ordinance, or any law, rule, regulation, order, decision, code, permit, interpretation, judgment, decree, directive, published guidelines, policy or similar form of pronouncement promulgated by any Governmental or Regulatory Authority having the effect and force of law.

Confidential
dnodrman@rierlerlaw.com
2022-08-09 11:37:38 -0400

"Lease Agreement" means the Lease Agreement, entered into by Delta and PG&E and dated as of the date hereof.

"Liability" means any liability (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due).

"Mediation Trigger Date" has the meaning set forth in Section 5.14(a)(ii).

"Mirant Procurement" means Mirant Special Procurement, Inc., a Delaware corporation.

"Parties" and/or "Party" means either or both of Grantor or Grantee, as the case may be.

"Permit" means any Federal, State, regional or local governmental or regulatory permit, license, certificate, approval, registration, biological opinion or other authorization issued by any Governmental or Regulatory Authority, in each case as the same may be modified, amended or updated from time to time.

"Permitted Uses" has the meaning set forth in Section 2.01.

"Person" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or other entity that is not a Governmental or Regulatory Authority.

"Rule Against Perpetuities" means Article 2 (commencing with Section 21205) of Chapter 1 of Part 2 of Division 11 of the California Probate Code, as the same may be amended, modified or supplemented from time to time.

"Services Agreement" means the Services Agreement entered into by Delta and PG&E and dated as of the date hereof.

"Settlement" has the meaning set forth in the Settlement Agreement.

"Settlement Agreement" means the Settlement and Release of Claims Agreement dated as of January 13, 2005 among each of the Mirant Parties, the California Parties and OMOI, as such terms are defined in such Settlement and Release of Claims Agreement.

"Switchyard Real Property" means that certain land that is located in unincorporated Contra Costa County, California just north of the City of Antioch, as more particularly described in Exhibit E.

"Third Party Claim" has the meaning set forth in Section 3.03(d).

"Transaction Documents" has the meaning set forth in the CC8 Asset Transfer Agreement.

Confidential
drodman@mcmenamin.com
2022-08-09 11:37:38 -0400

Section 1.02. Construction of Certain Terms and Phrases.

Unless the context of this Agreement otherwise requires: (a) words of any gender include each other gender; (b) words using the singular or plural number also include the plural or singular number, respectively; (c) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement; (d) the terms "Article," "Section" or "Exhibit" refer to the specified Article, Section or Exhibit of this Agreement; (e) all references to Articles, Sections or Exhibits shall be to all subparts of such Articles, Sections and Exhibits; (f) the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or;" (g) the term "including" or "includes" means "including without limitation" or "includes without limitation;" (h) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement; (i) reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; and (j) reference to any law (including statutes and ordinances) means such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified.

ARTICLE II

GRANT OF EASEMENTS

Section 2.01. Initial Easements.

Subject to the terms, conditions, restrictions and reservations set forth herein and in the Coordination Agreement and in the Services Agreement, Delta, for itself and its successors and assigns, hereby grants to Grantee those certain easements appurtenant to the CC8 Real Property and the Switchyard Real Property (and any current or future interest of Grantee in either of such parcels of real property) and in, on, along, over, under and across the Contra Costa Land as more particularly shown on Exhibit C (the "Initial Easements" and, together with any Additional Easements granted pursuant to Section 2.02, the "Easements"), which shall be used by Grantee only for (a) the operation and maintenance of the CC8 Project and any other related activities on the CC8 Real Property or the Switchyard Real Property, (b) the operation, inspection, replacement, improvement, removal and maintenance of the 230kV Line, (c) the inspection, replacement, improvement, removal and maintenance of the sanitary wastewater transport system from the CC8 Project to the Septic System, if necessary, (d) the inspection, replacement, improvement, removal and maintenance of the CC8 Project's potable water supply (and sanitary wastewater discharge) and their interconnection to municipal water mains or other public water supplies and wastewater discharge that are available to serve the Contra Costa Power Plant, (e) the maintenance, inspection, replacement, improvement, removal and operation of transportation systems necessary between the CCPP Ammonia Facility and the CC8 Project, (f) the maintenance, inspection, replacement, improvement, removal, operation and loading of the CC8 Ammonia Tank, (g) any discharge at the Discharge Point that is permissible under and in compliance with applicable Law and valid permits obtained by Grantee; (h) the inspection, modification, improvement, and maintenance of the Discharge Point and the structures and other

Confidential
dmorrell@rismedia.com
2012-03-09 11:37:38 EST

facilities to transport such discharges to the Discharge Point, including installation of pollution prevention equipment, temporary or permanent monitoring equipment, and (i) drainage, discharge, retention and percolation of storm runoff from the CC8 Real Property into the existing stormwater system located on the Contra Costa Land, and the use of existing trench drains, pipelines, inlets, leachfields, valves, oily water separators, and other existing fixtures and equipment located on the Contra Costa Land that capture, transport and dispose of storm water runoff emanating from the CC8 Real Property, in each case in the manner occurring or used prior to the Execution Date, and Grantor hereby grants to Grantee (and its respective agents, contractors and employees) the right to enter onto the Contra Costa Land for the purpose of conducting the foregoing permitted uses of the Initial Easements and the purpose of any Additional Easements specified in the applicable supplemental easement agreement in the form attached hereto as Exhibit D (the "Permitted Uses"). Grantee shall be responsible for obtaining any required Permits applicable to the Permitted Uses and shall have no right to rely on any Permit held by Grantor. The Easements shall continue and be in full force and effect until such time as Grantee or its successors or assigns terminates its interests therein by recording the documentation set forth in Section 4.01 hereof.

Section 2.02. Additional Easements.

(a) If any of the Easements prove inadequate or unsatisfactory in the reasonable determination of Grantee in performing the Permitted Uses, Grantee may submit a good faith request to Grantor to grant such Additional Easements as may be reasonably required by Grantee. Grantor shall consider such request in good faith; provided, however, that Grantor may withhold its consent to any such request in its sole discretion, and this provision shall not be construed as requiring Grantor to grant Additional Easements or to incur additional expense or Liability beyond that contemplated by the express terms of this Agreement.

(b) Grantor shall grant any Additional Easements to Grantee by executing and delivering a supplemental easement agreement in substantially the form attached hereto as Exhibit D.

Section 2.03. Certain General Provisions.

(a) Each of the Easements: (i) is appurtenant to and benefits each and every portion of the CC8 Real Property and the Switchyard Real Property, (ii) burdens those portions of the Contra Costa Land affected thereby, (iii) runs with the land benefited and burdened, (iv) is enforceable by each owner or lessee of the CC8 Real Property or any portion thereof against the owners from time to time of the Contra Costa Land encumbered by the Easements, (v) is non-exclusive and Grantor reserves the right to grant to others easement rights in and to all or any portion of the area covered by the Easements, provided that such additional easement rights shall not interfere with the easement rights granted herein, and (vi) is granted until such time as such Easements are terminated in accordance herewith.

(b) Except as otherwise expressly provided herein, Grantee hereby agrees that it shall use the Easements only for the Permitted Uses and further agrees not to grant any

Confidential
dredmanlaw.com
2022-08-09 14:57:38 -0400

easement or easements on, under or over the Easements without the written consent of Grantor.

ARTICLE III

MAINTENANCE AND REPAIR OF EASEMENTS AND OTHER COVENANTS

Section 3.01. Use of Easement Rights.

(a) General. Grantee shall abide by Grantor's safety and security rules and regulations applicable to Grantee's operations on the Easements then in effect and generally applicable to Grantor's employees and invitees, provided that copies of such safety and security rules have been provided to Grantee. Grantee shall use and occupy the Easements in accordance and compliance with all applicable Laws. Grantee shall not generate, bring, place, discharge or release on, in, under, or about any Easement any hazardous substances regulated or listed pursuant to any Law pertaining to the environment, public health or industrial hygiene, except as permitted by Law and by valid Permits obtained by Grantee. Grantee shall promptly pay and discharge all claims for labor performed, supplies furnished and services rendered at the request of Grantee in connection with the Permitted Uses or otherwise related to the Contra Costa Land and shall keep the Easements free of or discharge all mechanic's and materialmen's liens in connection therewith.

(b) Discharge Easement. Grantor shall cooperate with Grantee, at Grantee's sole cost and expense, in implementing any changes or improvements associated with the Discharge Easement, including the acquisition of necessary Permits for Grantee's lawful discharges at the Discharge Point.

(c) Compliance with Law.

(i) If, at any time, either Party becomes aware that its discharges at the Discharge Point has caused or reasonably could be expected to cause a violation of a Law, it shall immediately notify the other Party and, if necessary, any applicable Governmental or Regulatory Authority. The Parties shall then cooperate with each other, and any applicable Governmental or Regulatory Authority, to determine an appropriate method to address any such violation; provided that such cooperation does not relieve the violating Party from its obligation to comply with all Laws and the violating Party's obligation to cure such violation pursuant to Section 3.01(c)(ii). The violating Party must cure such Violation as soon as reasonably practicable in light of the effect of such Violation on health, safety or Laws and, if applicable, in accordance with Government or Regulatory Authority direction. Nothing in this Section 3.01(c)(i) affects the liability of the Party in violation of a Law under Section 3.01(c)(ii).

(ii) Each Party shall ensure that its operation, use and maintenance of the Discharge Easement or any portion thereof, including discharges at the Discharge Point, comply with all Laws.

Confidential
2022-08-09 11:37:59 GMT
jhuffman@sienerlaw.com

(iii) If a violation of a Law related to the Discharge Easement is caused by the acts or omissions of both Parties, then each Party shall be responsible for the violation to the extent caused by its acts or omissions.

(iv) Each Party shall take such actions as are necessary to prevent the recurrence of its own non-compliance with any Law related to the Discharge Easement and, to the extent necessary, cooperate with the Party causing the non-compliance to prevent a reoccurrence.

(v) Any fine, penalty, clean up or restoration of impacted natural resources or supplemental environmental project imposed or required by a Governmental or Regulatory Authority resulting from any violation of a Law related to the Discharge Easement shall be borne by the responsible Party in accordance with the foregoing principles.

(vi) Notwithstanding anything to the contrary herein, this Agreement shall not modify, amend, limit or otherwise affect the provisions of the CC8 Asset Transfer Agreement, including the allocations of liability and the indemnification provisions provided for therein.

Section 3.02. Maintenance of Easements.

(a) Maintenance. Grantor shall maintain at its sole cost and expense those portions of the Contra Costa Land burdened by the Easements in the same manner and condition as such portions of the Contra Costa Land are maintained by Grantor as of the Execution Date; provided, however, that Grantor shall not be responsible for making any additional improvements to such Easements so as to accommodate their use by Grantee; and provided further that the foregoing shall not be construed as prohibiting Grantor from using those portions of the Contra Costa Land burdened by the Easements in any manner that does not interfere with the rights of Grantee hereunder. Grantor shall not, without Grantee's written approval, intentionally change, re-direct, modify or increase flows to the Discharge Point, or otherwise intentionally disturb the Discharge Point or discharges thereto, if any of the foregoing could reasonably be expected to or actually does interfere with Grantee's lawful discharges at the Discharge Point.

(b) Improvements, Fixtures or Personal Property. Grantee shall not construct, install or place any improvements, structures or fixtures or permanently place personal property on, in or under the Easements not expressly contemplated by the Permitted Uses without the prior written consent of Grantor (the "Grantee Improvements"). Grantee shall be responsible for maintaining any and all Grantee Improvements. Except as expressly provided herein, in no event shall Grantor be responsible for maintaining any Grantee Improvements. Grantee shall have the right, at its sole cost, to trim foliage, cut roots in the area of the Easements, and enter upon and, after consultation with Grantor, dig, excavate or bore through or under the Easements as may be reasonable and necessary to perform any of the Permitted Uses. All Grantee Improvements shall remain the personal property of Grantee whether or not such property shall be permanently affixed to the Contra Costa Land. Other than damage caused by the negligence or willful

Confidential
draft for review only
2022-09-30 17:38:04

misconduct of Grantor or its respective agents, contractors or employees, Grantee assumes all risks of damage to any of Grantee's Improvements.

(c) No Representations. Grantor makes no representation, express or implied, as to the suitability of the location, nature or scope of any of the Easements for any particular use, including the Permitted Uses. Grantor shall not be responsible for the provision of utility service to the Easements and Grantor makes no representation, express or implied, as to whether utility service shall be available to the Easements.

Section 3.03. Indemnity.

(a) By Grantee. Subject to Section 3.04, from and after the Execution Date, Grantee shall indemnify, reimburse, defend and hold harmless Grantor and its Affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against any and all costs, losses, liabilities, damages, lawsuits, deficiencies, claims and expenses (including reasonable fees and disbursements of attorneys) (collectively, the "Damages") incurred in connection with, arising out of, resulting from or incident to (i) any injury to any Person or Persons or any damage to any property occasioned in any way as a result of Grantee's or its employees', agents' or contractors' use of the Easements, (ii) Grantee's or its employees', agents' or contractors' use of the Easements, including Grantee's breach of its obligations hereunder or (iii) Grantee's failure to perform any of its covenants or obligations pursuant to Section 3.01(c).

(b) By Grantor. Subject to Section 3.04, from and after the Execution Date, Grantor shall indemnify, reimburse, defend and hold harmless Grantee and its Affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against any and all Damages incurred in connection with, arising out of, resulting from or incident to Grantor's failure to perform any of its covenants or obligations pursuant to Section 3.01(c).

(c) Procedures. The Party claiming indemnification under this Section 3.03 (the "Indemnified Party") shall give the other Party (the "Indemnifying Party") written notice (an "Indemnification Claim Notice") within thirty (30) days of incurring any Damages, to the extent known, or the discovery of any fact upon which Grantor intends to base a request for indemnification under Section 3.03(a) or Section 3.03(b), as applicable; provided, however, that the failure to give notice shall not result in a loss of rights or payment of Damages unless and to the extent that the failure to give notice shall result in higher Damages to the Indemnifying Party or shall prejudice the rights of the Indemnifying Party. Each Indemnification Claim Notice must contain a description of the claim and, to the extent known, the nature and amount of such Damages. The Indemnified Party shall furnish promptly to the Indemnifying Party copies of all papers and official documents received in respect of any Damages. All indemnification claims in respect of a Party, its Affiliates or their respective directors, officers, employees and agents (collectively, the "Indemnitees" and each an "Indemnitee") shall be made solely by such Party to this Agreement.

Confidential
Attorney-Client Privileged
Work Product

(d) Third Party Claims. If an Indemnified Party becomes aware of any matter it believes is indemnifiable hereunder involving any Damages claimed against the Indemnified Party by any third party (a "Third Party Claim"), the Indemnified Party shall give the Indemnifying Party prompt written notice of such Third Party Claim; provided, however, that the failure to give notice shall not result in a loss of rights or payment of Damages unless and to the extent that the failure to give notice shall result in higher Damages to the Indemnifying Party or shall prejudice the rights of the Indemnifying Party. Such notice shall (i) provide the basis on which indemnification is being asserted and (ii) be accompanied by copies of all relevant pleadings, demands and other papers related to the Third Party Claim that are in the possession of the Indemnified Party. The Indemnifying Party shall have a period of fifteen (15) Business Days after delivery of such notice to respond to the Indemnified Party regarding its intent to elect to defend the Third Party Claim. If the Indemnifying Party elects to defend the Third Party Claim, the Indemnifying Party shall be obligated to defend the Third Party Claim, at its own expense, and by counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall cooperate reasonably, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense and the Indemnified Party shall have the right to participate fully, at its own expense, in the defense of such Third Party Claim. If the Indemnifying Party fails to respond or responds within the required fifteen-Business Day period and declines or otherwise refuses to defend such Third Party Claim, the Indemnified Party shall be free, without prejudice to any of the Indemnified Party's rights hereunder, to compromise or defend (and control the defense of) such Third Party Claim. In such case, the Indemnifying Party shall cooperate reasonably, at its own expense, with the Indemnified Party and its counsel in the defense against such Third Party Claim, and the Indemnifying Party shall have the right to participate fully, at its own expense, in the defense of such Third Party Claim. Any settlement of a Third Party Claim shall require the prior written consent of both Parties, such consent not to be unreasonably withheld or delayed.

Section 3.04. Limitations.

(a) No indemnity granted in Section 3.03(a) or Section 3.03(b) shall extend to any Damages resulting from the negligence or willful misconduct of any Indemnitee.

(b) **THE INDEMNIFICATION OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT EXTEND TO INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR SIMILAR DAMAGES, INCLUDING BUSINESS INTERRUPTION, LOST PROFITS, LOST PRODUCTION AT ANY GENERATING UNIT OR REPLACEMENT POWER COSTS, EXCEPT TO THE EXTENT PAYABLE PURSUANT TO A THIRD PARTY CLAIM.**

(c) The remedies set forth in Section 3.03 and Section 3.07 shall be exclusive and in lieu of any other remedies that may be available to the Indemnitees pursuant to any statutory or common law with respect to any Damages of any kind or nature incurred directly or indirectly resulting from or arising out of any breach of this Agreement (including alleged breaches or inaccuracies of any representation, warranty or covenant or for any alleged misrepresentation but excluding any claims for actual fraud) or the

Confidential
drodman@orrick.com
2012-08-09 17:37:38 D400

transactions contemplated hereby; provided, however, that either Party may seek appropriate equitable relief in a court of proper jurisdiction. Nothing herein is intended to, nor shall be construed to, affect, have an interpretative effect on, modify or terminate any other contract between any Party or its Affiliates or any rights or obligations under any such contracts.

Section 3.05. Survival.

The provisions of this Article III shall survive the termination or expiration of this Agreement.

Section 3.06. Covenants Run with the Land.

The covenants of the Parties made in this Agreement shall be deemed to be covenants running with the land pursuant to applicable Law, including Section 1468 of the California Civil Code, and each Party agrees, as covenantor, that each covenant to do or refrain from doing some act, with respect to the real property described herein or any portion thereof: (a) is for the benefit of the real property affected hereby of the other Party hereto, as the covenantee, (b) runs with both the real property affected hereby owned by the covenantor and the real property affected hereby owned by the covenantee, and (c) shall benefit and be enforceable by, in the case of covenantee, and be binding upon, in the case of covenantor, all successive owners of the real property affected hereby and every part thereof and all Persons having any interest therein derived from or through any owner of the property affected thereby during their period of ownership. Upon transfer of fee title to the real property burdened or benefited by the Easements, the transferring owner shall be released from all obligations hereunder accruing to the owner of the transferred property after the date of such transfer.

Section 3.07. Insurance.

(a) During the term of this Agreement, Grantee shall, at its sole cost and expense, purchase and maintain the following insurance coverages and minimum amounts of insurance written by a company or companies having an A.M. Best rating of A-VII or equivalent:

(i) Commercial General Liability insurance coverage providing coverage of no less than ten million dollars ($10,000,000) per occurrence and including Comprehensive Form, Premises and Operations, Blanket Written Contractual, Broad Form Property Damage, Explosion, Collapse and Underground Hazard (XCU coverage), Sudden and Accidental Pollution and Personal Injury liability coverages. A cross liability and severability of interest clause shall be included;

(ii) Business Automobile Liability insurance including coverage for the operation of all owned, non-owned and hired vehicles including trailers with minimum limits of liability for bodily injury (including death) and property damage of ten million dollars ($10,000,000) combined single limit (and with no aggregate limit). Grantee's Business Automobile Liability insurance shall cover occurrences both at and away from the Contra Costa Land; and

Confidential
droulman@rjfirm.com
2022-08-09 11:57:32-0400

(iii) Workers' compensation insurance or its substantial equivalent for Grantee Personnel for statutory obligations imposed by workers' compensation or occupational disease Laws of the U.S. and California, with limits of no less than one million dollars ($1,000,000) per accident.

(b) Notwithstanding the foregoing, Grantee may elect to self-insure for any required insurance, in which event, Grantee shall (i) be liable for the full equivalent of insurance coverage that would have been available if the applicable insurance policies had been obtained from a third party insurer but in no event in an amount greater than the maximum insurance coverage required pursuant to Section 3.07(a), (ii) pay all amounts that would have been payable by the third party insurer up to the maximum amount of such insurance policy required pursuant to Section 3.07(a) and (iii) act with the same promptness and subject to the same standards of good faith as would apply to a third party insurer. The limit on Grantee's liability specified in the foregoing clauses (i) and (ii) to the maximum amount of such insurance policy required pursuant to Section 3.07(a) shall not limit, modify or otherwise affect the indemnification provisions of Section 3.03 or the indemnification provisions contained in any other Transaction Document. If and when Grantee no longer self-insures any required insurance coverage in accordance with this Agreement, except with respect to Worker's Compensation and commercial general liability insurance, Grantee shall name Delta as an additional insured under required coverages as described above.

(c) The policies maintained by Grantee in accordance with this Section 3.07 shall be of the type carried by Grantee on other similar properties insured by Grantee. Grantee shall not discriminate against the CC8 Assets or the CC8 Project in providing such insurance.

(d) The obligations set forth in this Section 3.07 shall continue after the expiration or termination of this Agreement, in each case as to any matters that occurred during the term of this Agreement.

(e) On the Execution Date, Grantee shall furnish to Grantor a certificate of insurance from its insurance carrier(s) showing that the above required insurance and endorsements are in full force and effect, the amount of the carrier's liability thereunder, and further providing that the insurance shall not be cancelled unless at least thirty (30) days' prior written notice has been given to Grantor. The previous sentence shall not apply to any policies that Grantee self-insures; provided that Grantee shall have provided written notice to Grantor specifying which policies Grantee has elected to self-insure. Upon expiration of any required policy, Grantee shall send renewal certificates to Grantor verifying continued compliance with Grantee's obligations under this Section 3.07. No such cancellation, modification or change shall affect Grantee's obligation to maintain the insurance coverages required by this Section 3.04 and Section 3.05. All certificates of insurance shall be in form and content reasonably acceptable to Grantor.

(f) The obligation of Grantee to provide the insurance hereinabove specified shall not limit in any way Grantee's Liability or obligations under this Agreement.

Confidential
erodman@delta.com
2022-08-09 11:37:38 0400

Grantee shall not violate or knowingly permit any violation of any conditions or terms of the policies of insurance required by this Agreement.

(g) Grantee shall bear all cost for payment of any and all premiums (whether payable at inception or retroactive), deductibles or self-insured retentions under its policies and shall remain solely and fully liable for the full amount of any claim or item not compensated by insurance in accordance with and subject to the limitations set forth in Section 3.04 and Section 3.05. Grantee's deductible shall encompass the costs of defense, including court costs and reasonable attorney's fees.

(h) Unless prohibited by Law, Grantee's insurers shall, and, in the case of self-insurance, Grantee shall, waive any right of recovery, under subrogation or otherwise, against Grantor, its Affiliates and its employees for first party property claims in all applicable policies maintained or self-insured in accordance with this Section 3.07.

ARTICLE IV

EVIDENCE OF TERMINATION

Section 4.01. Termination.

Notwithstanding Section 2.01, any one or more of the Easements may be terminated and extinguished by mutual agreement of the Parties. In the event an Easement is terminated in accordance herewith, Grantee shall: (a) execute and deliver a quitclaim deed or termination instrument in form and substance reasonably satisfactory to Grantor, duly executed and acknowledged and in recordable form; (b) remove any improvements, fixtures or personal property placed or installed on, in or under such Easement in violation of the terms of this Agreement and restore such Easement to substantially the same condition as existed prior to Grantee's use thereof; and (c) release Grantor from any and all further obligations or Liabilities with respect to such Easement. Upon termination of all of the Easements, the Parties shall be released and discharged from any obligations arising or accruing hereunder from and after the date of such termination except as otherwise expressly provided herein; provided, however, that the Parties shall not be discharged or relieved from any obligation or Liability for any act or failure to act, or for any amounts payable, which may have accrued under the terms of this Agreement prior to such termination.

ARTICLE V

MISCELLANEOUS

Section 5.01. Severability.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any Party will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or

Confidential
oremail@riemenlaw.com
2022-09-09 11:37:38 -0400

by its severance from this Agreement, and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar to the terms of such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the Parties.

Section 5.02. Entire Agreement.

This Agreement and the Transaction Documents (and all exhibits and schedules attached thereto and all other documents delivered in connection therewith) supersede all prior discussions and agreements between the Parties with respect to the subject matter thereof and contain the sole and entire agreement between the Parties with respect to the subject matter thereof.

Section 5.03. Notices.

All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally against written receipt, by facsimile transmission with answer back confirmation or by nationally recognized overnight courier that maintains records of delivery to the Parties at the following addresses or facsimile numbers:

If to PG&E to:

Pacific Gas and Electric Company
Mail Code N12G
77 Beale Street
San Francisco, California 94105
Facsimile: (415) 973-0585
Attention: Vice President – Energy Procurement

With copies to:

Pacific Gas and Electric Company
Law Department, B30A
77 Beale Street
San Francisco, California 94105
Facsimile: (415) 973-5520
Attention: Chief Counsel Generation and Procurement

If to Delta to:

Mirant Delta, LLC
696 West Tenth Street
Pittsburg, California 94565
Facsimile: (925) 427-3518
Attention: President

With copies to:

Confidential
cjodman@riemerlaw.com
2012-08-09 11:37:38 GMT

Mirant Corporation
1155 Perimeter Center West
Atlanta, Georgia 30338
Facsimile: (678) 579-5001
Attention: General Counsel

All such notices, requests and other communications will (a) if delivered personally to the address as provided in this Section 5.03, be deemed given upon receipt, (b) if delivered by facsimile to the facsimile number as provided in this Section 5.03, be deemed given upon receipt by the sender of the answer back confirmation, and (c) if delivered by overnight courier to the address as provided in this Section 5.03. Any Party from time to time may change its address or facsimile number for the purpose of notices to that Party by giving notice specifying such change to the other Party in accordance with the terms of this Section 5.03.

Section 5.04. Rule Against Perpetuities.

Notwithstanding any other provision contained herein, if any property interest granted by this Agreement does not vest upon execution and delivery hereof and is subject to the Rule Against Perpetuities, it shall vest, if at all, within the time permitted by the Rule Against Perpetuities, including codifications thereof, currently in force in California.

Section 5.05. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS EXECUTED AND PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PRINCIPLES.

Section 5.06. Waiver.

Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. No waiver by any Party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

Section 5.07. Amendment.

This Agreement may be amended, supplemented or modified only by a written instrument duly executed by Grantor and Grantee.

Section 5.08. Third Party Beneficiaries.

The terms and provisions of this Agreement are intended solely for the benefit of each Party and their respective successors or assigns and it is not the intention of the Parties to confer third-party beneficiary rights upon any Person.

Confidential
2022-08-09 17:53:04

Section 5.09. Headings.

The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

Section 5.10. Expenses.

Except as otherwise provided in this Agreement, each Party shall pay its own expenses and costs related to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

Section 5.11. Counterparts.

This Agreement may be executed in any number of counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Section 5.12. Attorneys' Fees.

In the event of any controversy, claim or dispute arising out of or relating to this Agreement or any breach thereof, the prevailing Party shall be entitled to recover from the other Party reasonable expenses resulting from the controversy, claim, dispute or breach, including reasonable attorneys' fees and costs.

Section 5.13. Effect on Mortgage.

A breach of any provision of this Agreement shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value on any portion of the Contra Costa Land. All lender's liens placed against the Easements shall be subordinate to the rights of Grantee in and to the Easements as set forth in this Agreement. Promptly following the recordation of this Agreement, if applicable, Grantor shall obtain subordination agreements from all lenders having security interests in the Contra Costa Land, pursuant to which such lenders agree to subordinate their respective deed of trusts or other applicable security interests to this Agreement and the Easements. The cost of obtaining such subordination agreements shall be Grantee's expense, and shall be limited to the reasonable third party out-of-pocket costs and fees incurred by Grantor arising from the drafting, negotiation, review and approval of such subordination agreements. Such subordination agreements shall be in a form and substance reasonably acceptable to Grantee and shall be delivered to Grantee for recordation.

Section 5.14. Resolution of Conflicts.

Resolution of any and all controversies, disputes and claims arising out of, relating to, in connection with or resulting from this Agreement (or any transaction contemplated hereby), including as to the interpretation, performance, non-performance, validity, breach or termination of this Agreement, whether the claim is based on contract, tort, regulation, rule, statute or constitution and any claims raising questions of law, whether arising before or after termination of this Agreement (each an "Agreement Dispute"), shall be exclusively governed by and settled in accordance with the provisions of this Section 5.14. Unless otherwise agreed in

Confidential
cgorman@riemerlaw.com
2022-06-09 11:37:38 -0400

writing, the Parties shall continue to perform their obligations under the provisions of this Agreement during the course of dispute resolution pursuant to the provisions of this Section 5.14. Notice of an Agreement Dispute shall be provided to the other Party to this Agreement, which notice shall state with reasonable specificity the nature of the Agreement Dispute and the facts giving rise to such Agreement Dispute.

(a) Negotiation and Mediation.

(i) Negotiation. The Parties shall make a good faith attempt to resolve any Agreement Dispute through negotiation. Within thirty (30) days after notice of an Agreement Dispute is given by a Party to the other Party, each Party shall select one or more representatives who are the president of Grantor (or the person filling the responsibilities and with the authority of the president) and a vice president of Grantee which representatives shall meet and make a good faith attempt to resolve such Agreement Dispute.

(ii) Mediation. If such representatives fail to resolve an Agreement Dispute within thirty (30) days after the first meeting of the representatives or fail to meet within thirty (30) days after the date of the applicable notice of an Agreement Dispute (such date, the "Mediation Trigger Date"), the Parties shall seek resolution of the Agreement Dispute through mediation, with a mediator mutually acceptable to the Parties. The representatives of the Parties selected pursuant to Section 5.14(a)(i) shall be in attendance at the mediation.

(iii) Settlement. If a settlement is mutually agreed upon as a result of the negotiation or mediation, then such settlement shall be recorded in writing, signed by the Parties, and shall be binding on them.

(b) Arbitration.

(i) Selection of Arbitrator. In the event that (A) the Parties fail to mutually agree upon a mediator pursuant to Section 5.14(a)(ii) of this Agreement within thirty (30) days after the Mediation Trigger Date or (B) any Agreement Dispute is not settled by the Parties within sixty (60) days after the Mediation Trigger Date, a Party may initiate arbitration by sending written notice to the other Party requesting arbitration and describing the Agreement Dispute and any proposed remedy. Within ten (10) Business Days after receipt of such notice, the Parties shall meet to select a single arbitrator. If the Parties cannot agree on the selection of an arbitrator or such Parties fail to meet within ten (10) Business Days, the arbitrator shall be selected by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator selected under those procedures shall be a lawyer or retired judge with at least ten years' experience arbitrating complex commercial disputes.

(ii) Location. The arbitration shall be conducted in the City and County of San Francisco, California and shall be governed by the Commercial

Confidential
Dr. Jmamgrierlaw.com
2022-09-09 11:57:28-0400

Arbitration Rules of the American Arbitration Association, except as modified herein or as agreed by the Parties in writing.

(iii) Discovery. The Parties shall have the right to conduct discovery in accordance with California Code of Civil Procedure Section 1238.05.

(iv) Hearing and Decision. After giving the Parties due notice of hearing, the arbitrator shall hear the Agreement Dispute submitted for arbitration and shall provide a reasoned, written decision within ninety (90) days after the completion of the hearing or such other date selected by agreement of the Parties. The decision of the arbitrator shall conform to applicable Law. The procedural and substantive law applied in the arbitration shall be the law of the State of California without regard to its conflict of law principles, unless the claims or defenses raise issues of federal Law in which case federal substantive law shall apply to those particular claims or defenses. The arbitrator shall be bound to apply the Law, including the rules of evidence, and shall be empowered to hear and determine dispositive motions, including motions to dismiss and motions for summary judgment. The arbitrator shall have no authority to alter the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Parties, and a Party may petition a court to correct or vacate the decision only upon grounds that an award contained therein was procured by corruption, fraud or other undue means and may not petition a court to correct or vacate the decision for failure of the arbitrator to apply the Law or any other grounds or reasons. Judgment may be entered on the decision in any court of competent jurisdiction upon the application of any affected Party.

(v) Injunctions. The arbitrator shall have the right to issue temporary restraining orders, preliminary injunctions and final injunctions.

(vi) Fees and Costs. The arbitrator may award costs and reasonable attorneys' fees to the prevailing Party. If both Parties prevail in part, such fees may be allocated between the Parties in such amounts as may be determined by the arbitrator based on the relative merits and amounts of each Party's claims.

(c) Specific Performance. Notwithstanding Section 5.14(b), the Parties agree that irreparable damage may occur in the event that the provisions of this Agreement are not performed in all material respects in accordance with their specific terms or are otherwise breached in any material respect. It is accordingly agreed that a Party shall be entitled to seek a temporary restraining order or preliminary injunction from any court of competent jurisdiction to maintain the status quo or otherwise to prevent a material breach of this Agreement and to enforce specifically the terms and provisions hereof until an arbitration proceeding can be commenced or an injunction hearing held.

Section 5.15. Jurisdiction.

(a) Except as otherwise limited by applicable Law and subject to the dispute resolution procedures set forth in Section 5.14, each Party irrevocably and

Confidential
draft@rlmlawyers.com
2012-Nov-09 11:37:39-04'00'

unconditionally submits to the exclusive jurisdiction of any California state court or federal court of the United States of America sitting in San Francisco, California, and any appellate court from any thereof, in any Action or Proceeding arising out of or related to this Agreement, or for recognition or enforcement of any judgment, and each Party hereby irrevocably and unconditionally agrees that all claims in respect of any such Action or Proceeding may be heard and determined in such California state court or, to the extent permitted by Law, in such federal court. Each Party agrees that a final judgment in any such Action or Proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(b) Each Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now have or hereafter have to the laying of venue of any Action or Proceeding arising out of or relating to this Agreement in any California state court or federal court sitting in San Francisco, California, as the case may be. Each Party hereby irrevocably waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Action or Proceeding in any such court.

(c) Each Party irrevocably consents to service of process in the manner provided for notices in Section 5.03. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

Section 5.16. Further Assurances.

Each Party shall from time to time, at the request of the other Party, execute and deliver, or cause to be executed and delivered, such other instruments of conveyance and transfer and take such other actions as such Party may reasonably request, in order to consummate more effectively the transactions contemplated hereby.

Section 5.17. Representations of Grantor.

Grantor represents and warrants to Grantee as of the Execution Date as follows:

(a) Grantor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all requisite power and authority to own its assets and carry on its business as currently conducted by it. Grantor is duly authorized and qualified to conduct its business in California.

(b) Grantor has all necessary corporate or other power and authority and has taken all actions necessary to enter into this Agreement, to carry out the transactions contemplated hereby, and to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Grantor and, when executed and delivered by Grantee, will constitute a legal, valid and binding obligation of Grantor enforceable against it in accordance with its terms except as limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (ii) laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

Confidential
Document for review only
2022-08-09 11:37:38 -0400

(c) The execution and delivery by Grantor of this Agreement, the performance by it of its obligations under this Agreement, and the consummation of the transactions contemplated hereby do not and shall not:

(i) conflict with or result in a violation or breach of any of the terms, conditions or provisions of Grantor's Limited Liability Company Agreement;

(ii) conflict with or result in a violation or breach of any term or provision of any Law or permit applicable to Grantor, any Delta Plant or the CC8 Real Property; or

(iii) conflict with or result in a breach or default (or an event which, with notice or lapse of time or both, would constitute a breach or default) under, or result in the termination or cancellation of, or accelerate the performance required by, or result in the creation or imposition of any encumbrance upon any contract or lease to which Grantor is a party or by which Grantor is bound and which could have a material adverse effect on Grantor's ability to perform its obligations under this Agreement.

Section 5.18. Representations of Grantee.

Grantee represents and warrants to Grantor as of the Execution Date as follows:

(a) Grantee is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has all requisite corporate power and authority to own its assets and carry on its business as currently conducted by it.

(b) Grantee has all necessary corporate power and authority and has taken all corporate actions necessary to enter into this Agreement, to carry out the transactions contemplated hereby, and to authorize the execution and delivery of this Agreement by Grantee and the consummation of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Grantee and, when executed and delivered by Grantor, will constitute a legal, valid and binding obligation of Grantee enforceable against it in accordance with its terms except as limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (ii) laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(c) The execution and delivery by Grantee of this Agreement, and the performance by it of its obligations under this Agreement and the consummation of the transactions contemplated hereby do not and shall not:

(i) conflict with or result in a violation or breach of any of the terms, conditions or provisions of Grantee's Articles of Incorporation or Bylaws;

(ii) conflict with or result in a violation or breach of any term or provision of any Law applicable to Grantee; or

Confidential
jrollins@riemerlaw.com
2022-08-09 11:37:38 0700

(iii) conflict with or result in a breach or default (or an event which, with notice or lapse of time or both, would constitute a breach or default) under, or result in the termination or cancellation of, or accelerate the performance required by, or result in the creation or imposition of any encumbrance upon any contract or lease to which Grantee is a party or by which Grantee is bound and which could have a material adverse effect on Grantee's ability to perform its obligations under this Agreement.

Section 5.19. Schedules and Exhibits.

The exhibits, schedules and notices specifically referred to herein, and delivered pursuant hereto, are an integral part of this Agreement.

Section 5.20. Construction.

The Parties agree that they have been represented by counsel during the negotiation, preparation and execution of this Agreement and, therefore, waive the application of any Law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

Section 5.21. No Personal Liability.

Each Party acknowledges and agrees that in no event shall any partner, shareholder, owner, officer, director, employee or Affiliate of either Party be personally liable to the other Party for any payments, obligations or performance due under this Agreement, or any breach or failure of performance of either Party, and the sole recourse for payment or performance of the obligations hereunder shall be against either Party and each of their respective assets and not against any other Person, except for such liability as expressly assumed by an assignee pursuant to an assignment of this Agreement in accordance with the terms hereof.

Section 5.22. No Recourse to Affiliates.

This Agreement is solely and exclusively between the Parties and any obligations created herein shall be the sole obligations of the Parties. No Party shall have recourse to any Affiliate of any other Party for performance of such obligations unless the obligations are guaranteed or assumed in writing by the Person against whom recourse is sought.

Confidential
rcolman@emeraldv.com
2022-08-09 11:37:38 -0400

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

MIRANT DELTA, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____
Name: _____
Title: _____

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

ACKNOWLEDGMENT

STATE OF CALIFORNIA §
§
COUNTY OF SAN FRANCISCO §

On _____, 2006, before me, _____, a Notary Public in and for said State, personally appeared _____, personally known to me (or 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 executed the same in his/her authorized capacity, and that by his/her signature on the within instrument such person, or the entity upon behalf of which such person acted, executed such instrument.

WITNESS my hand and official seal.

By: _____
Name: _____

[Affix Notary Seal]

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

ACKNOWLEDGMENT

COUNTY OF §
§
STATE OF CALIFORNIA §

On _____, 200_, before me, _____, a Notary Public in and for said State, personally appeared _____, personally known to me (or 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 executed the same in his/her authorized capacity, and that by his/her signature on the within instrument such person, or the entity upon behalf of which such person acted, executed such instrument.

WITNESS my hand and official seal.

By: _____
Name: _____

[Affix Notary Seal]

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT A

Description of CC8 Real Property

A PORTION OF PARCEL "A" DESCRIBED AND RECORDED IN DOCUMENT NUMBER 99-0103334 (DOC#99-0103334) IN THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY LOCATED IN THE UN-INCORPORATED AREA OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE AT THE SOUTHEAST CORNER OF PARCEL "A" (DOC#99-0103334) AND RUNNING THENCE, ALONG THE NORTH LINE OF WILBUR AVENUE, NORTH, 89° 03' 50" WEST, 464.11 FEET TO A NAIL AND TAG STAMPED "LS 4802"; THENCE, NORTH 00° 47' 10" EAST, 1105.66 FEET TO A POINT OF TANGENCY MARKED BY A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 4802"; THENCE, ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 68.00 FEET, A DELTA OF 51° 10' 06" AND AN ARC LENGTH OF 60.73 FEET TO A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 4802"; THENCE NORTH 50° 22' 56" WEST, 44.47 FEET TO A POINT IN THE EAST LINE OF PARCEL "B" DESCRIBED AND RECORDED IN DOCUMENT NUMBER 99-0103334 (DOC#99-0103334) IN THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY, WHICH SAID POINT BEARS NORTH 00° 47' 10" EAST, 429.76 FEET FROM THE SOUTHEAST CORNER OF SAID PARCEL "B" (DOC#99-0103334); THENCE, ALONG THE EAST LINE OF PARCEL "B" (DOC#99-0103334) NORTH 00° 47' 10" EAST, 154.20 FEET TO THE NORTHEAST CORNER OF PARCEL "B" (DOC#99-0103334); THENCE, ALONG THE NORTH LINE OF PARCEL "B" (DOC#990103334), NORTH 89° 06' 50" WEST, 163.43 FEET TO A POINT OF CUSP; THENCE LEAVING SAID NORTH LINE ALONG A CURVE TO THE RIGHT HAVING A RADIAL BEARING OF NORTH 69° 27' 14" EAST, A RADIUS OF 620.00 FEET, A DELTA OF 21° 35' 54" AND AN ARC LENGTH OF 233.72 FEET TO A POINT OF TANGENCY MARKED BY A 1" IRON PIPE WITH PLASTIC CAP STAMPED "LS 4802"; THENCE, NORTH 01° 03' 08" EAST, 380.39 FEET TO A 1" IRON PIPE WITH PLASTIC CAP STAMPED "LS 4802"; THENCE, NORTH 48° 26' 32" EAST, 71.79 FEET TO A NAIL AND TAG STAMPED "LS 4802"; THENCE, NORTH 00° 59' 26" EAST, 451.05 FEET TO A NAIL AND TAG STAMPED "LS 4802"; THENCE, SOUTH 87° 09' 11" EAST 197.66 FEET TO A POINT WHICH BEARS SOUTH 87° 09' 11" EAST, 5.00 FEET FROM A NAIL AND TAG STAMPED "LS 4802"; THENCE, NORTH 07° 18' 15" EAST, 97.00 FEET TO A STEEL FENCE POST CORNER; THENCE, SOUTH 81° 45' 55" EAST, 122.77 FEET TO A STEEL FENCE POST CORNER; THENCE, SOUTH 00° 29' 42" WEST, 79.16 FEET TO A STEEL FENCE POST CORNER; THENCE, NORTH 89° 41' 11" EAST, 64.75 FEET TO A STEEL GATE POST; THENCE, NORTH 63° 51' 15" EAST, 21.20 FEET TO A STEEL GATE POST; THENCE, NORTH 12° 04' 06" EAST, 94.19 FEET; THENCE, NORTH 80° 25' 35" EAST, 107.67 FEET; THENCE, NORTH 39° 28' 06" EAST, 220.11 FEET TO A POINT IN THE EAST LINE OF PARCEL "A" (DOC#99-0103334), WHICH SAID POINT BEARS NORTH 00° 50' 30" EAST, 2739.03 FEET FROM AN ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE

Confidential
Not to be copied

BASE; THENCE ALONG THE EAST BOUNDARY OF SAID PARCEL "A" (DOC#99-0103334), SOUTH 00° 50' 30" WEST, 2739.03 FEET, RETURNING TO THE POINT OF BEGINNING, THE DESCRIBED PARCEL CONTAINS 33.63 ACRES.

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT B

Description of Contra Costa Land

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT B

Description of Contra Costa Land

PARCEL "A" OF THAT CERTAIN LOT LINE ADJUSTMENT RECORDED IN DOCUMENT NUMBER 99-0097773-00 OF THE COUNTY RECORDER'S OFFICE OF CONRTA COSTA COUNTY, CALIFORNIA.

PORTION OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS; ALL BEARINGS AND DISTANCES BEING ON CALIFORNIA ZONE 3 COORDINATE SYSTEM.
BEGINNING AT A DISK IN A CONCRETE BASE MARKED P.G.& E. PROPERTY CORNER, BEING AT A POINT THAT BEARS SOUTH 89° 04' 50" EAST 661.00 FEET AND NORTH 00° 47' 10" EAST 42.00 FEET FROM THE CORNER COMMON TO SECTIONS 16, 17, 20, AND 21 OF SAID TOWNSHIP, SAID POINT OF BEGINNING IS IN THE EASTERN BOUNDARY LINE OF PROPERTY DESCRIBED IN THE DECREE QUIETING TITLE, DATED JUNE 30, 1948, IN THE MATTER OF FIBREBOARD PRODUCTS, INC., A CORPORATION, VS. RALPH M. BEEDE, ET AL, CASE NO. 42707, SUPERIOR COURT, CONTRA COSTA COUNTY, CALIFORNIA, A CERTIFIED COPY THEREOF RECORDED JUNE 30, 1948, IN BOOK 1217 OF OFFICIAL RECORDS, PAGE 398, AND RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG SAID BOUNDARY LINE, NORTH 00° 47' 10" EAST 2159.13 FEET TO A POINT IN THE ORDINARY HIGHWATER MARK ALONG THE SOUTHERLY SIDE OF THE SAN JOAQUIN RIVER; THENCE ALONG SAID ORDINARY HIGHWATER MARK NORTH 58° 59' 10" EAST 208.03 FEET; THENCE NORTH 00° 55' 10" EAST 58.05 FEET TO A POINT IN THE ORDINARY LOW TIDE LINE; THENCE ALONG SAID LOW TIDE LINE THE FOLLOWING COURSES, NORTH 68° 13' 10" EAST 693.67 FEET, NORTH 74° 00' 10" EAST 981.16 FEET, AND SOUTH 81° 01' 50" EAST 1011.23 FEET TO POINT THAT BEARS NORTH 00° 50' 30" EAST 2739.03 FEET FROM A DISK IN A CONCRETE BASE THAT MARKS THE SOUTHEAST CORNER OF THE P. G. & E. PROPERTY; THENCE SOUTH 00° 50' 30" WEST 139.86 FEET TO A POINT ON THE ORDINARY HIGH WATER MARK; THENCE CONTINUING ALONG SAID LINE SOUTH 00° 50' 30" WEST 2599.17 FEET TO SAID DISK AT SAID SOUTHEAST CORNER, SAID POINT BEING ALSO IN THE NORTHERN RIGHT OF WAY OF WILBUR AVE.; THENCE ALONG SAID NORTHERN LINE OF WILBUR AVE. NORTH 89° 03' 50" WEST 779.45 FEET AND NORTH 89° 04' 50" WEST 1975.69 FEET TO THE POINT OF BEGINNING.
CONTAINING 168.700 ACRES, MORE OR LESS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:
PARCEL "B"

BEGINNING AT A POINT THAT BEARS NORTH 89° 03' 50" WEST 524.11 FEET AND NORTH 00° 47' 10" EAST 756.60 FEET FROM THE SOUTHEAST CORNER OF PARCEL "A" ABOVE; THENCE NORTH 89° 06' 50" WEST 1213.84 FEET; THENCE NORTH 00° 53' 10" EAST 24.94 FEET; THENCE NORTH 89° 06' 50" WEST 446.07 FEET; THENCE NORTH 00° 53' 10" EAST 226.17 FEET; THENCE NORTH 20° 12' 00" WEST 215.78 FEET; THENCE NORTH 89° 06' 50" WEST 37.13 FEET; THENCE NORTH 00° 53' 10" EAST 59.70 FEET; THENCE NORTH 45° 53' 10" EAST 14.62 FEET; THENCE SOUTH 89° 06' 50" EAST 657.72 FEET; THENCE ALONG A TANGENT CURVE TO LEFT WITH A RADIUS OF 180.00 FEET A DISTANCE OF 153.38 FEET TO A POINT OF CUSP; THENCE SOUTH 89° 06' 50" EAST 970.11 FEET; THENCE SOUTH 00° 47' 10" WEST 583.96 FEET TO THE POINT OF BEGINNING.
CONTAINING 21.439 ACRES, MORE OR LESS.

Courtesy of CVRMA
2022-09-09 11:23:20

EXHIBIT C

Map of Easements

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

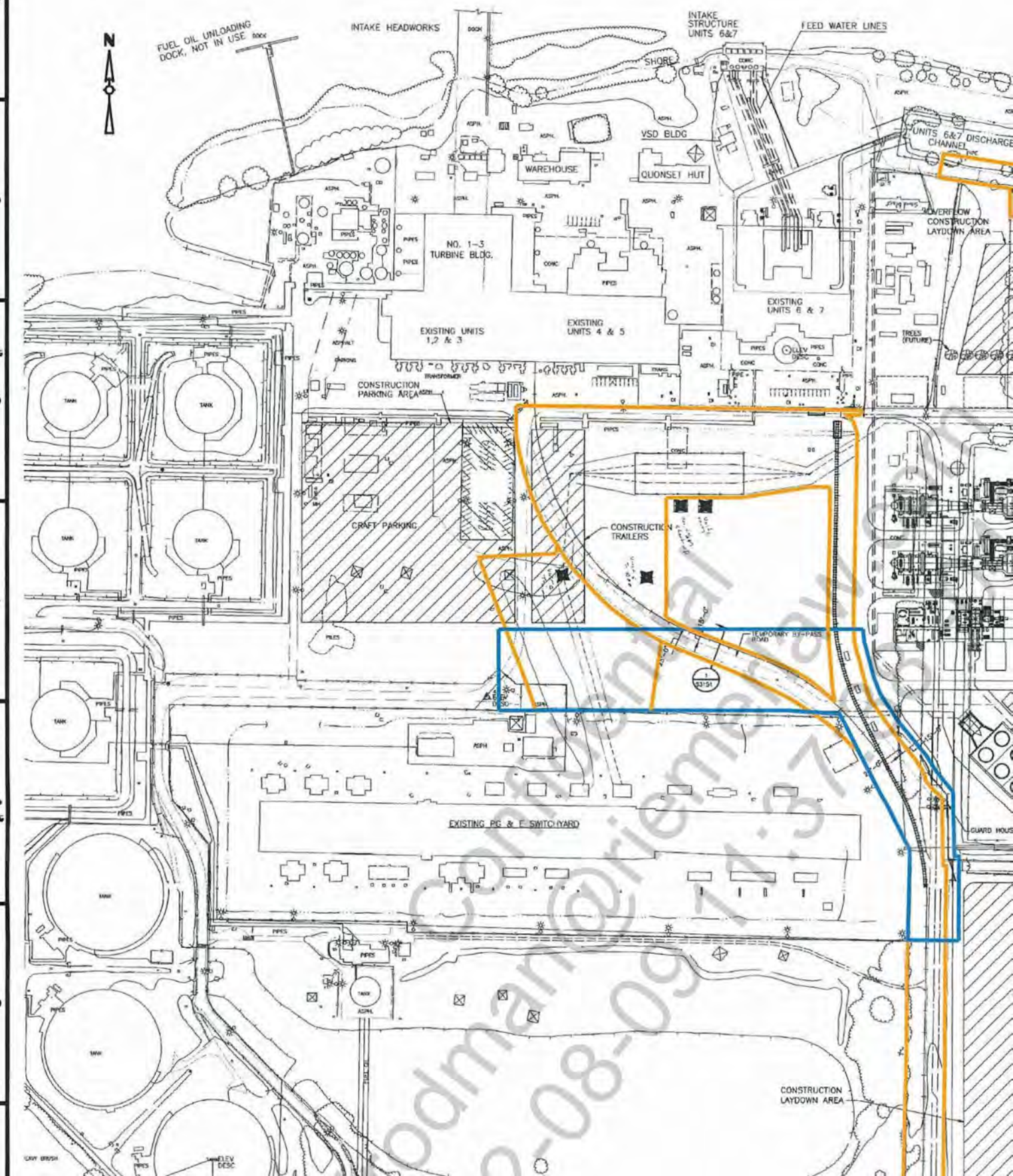

N
FUEL OIL UNLOADING DOCK, NOT IN USE
INTAKE HEADWORKS
INTAKE STRUCTURE UNITS 6&7
FEED WATER LINES
SHORE
VSD BLDG
WAREHOUSE
QUONSET HUT
UNITS 6&7 DISCHARGE CHANNEL
OVERFLOW CONSTRUCTION LAYDOWN AREA
NO. 1-3 TURBINE BLDG.
EXISTING UNITS 1,2 & 3
EXISTING UNITS 4 & 5
EXISTING UNITS 6 & 7
TREES (FUTURE)
CONSTRUCTION PARKING AREA
CRAFT PARKING
CONSTRUCTION TRAILERS
TEMPORARY BY-PASS ROAD
EXISTING PG & E SWITCHYARD
GUARD HOUSE
CONSTRUCTION LAYDOWN AREA

EXHIBIT D

[FORM OF SUPPLEMENTAL EASEMENT AGREEMENT]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Pacific Gas and Electric Company
5555 Florin-Perkins Road
Sacramento, CA 95826
Attn: Supervisor of Hydro Support

(Space above this line for recorder's use only)

SUPPLEMENTAL EASEMENT AGREEMENT

[GRANTOR], a _____ ("Grantor"), in consideration of value paid by [GRANTEE], a _____ ("Grantee"), the adequacy and receipt whereof are hereby acknowledged, hereby grants to Grantee, an easement in, on, under, over, along and across Contra Costa Land which is situated in the County of Contra Costa, State of California, described as follows (the "Contra Costa Land"):

[INSERT LEGAL DESCRIPTION OF GRANTOR'S PROPERTY OR ATTACH AS EXHIBIT]

Grantor and Grantee have previously entered into that certain PG&E Easement Agreement dated as of [DATE] and recorded with the real estate records of the County of Contra Costa as instrument number _____ on _____ (the "PG&E Easement Agreement"), and Grantor executes and delivers this Supplemental Easement Agreement pursuant to and in accordance with Section 2.02 thereof. Capitalized terms used herein and not otherwise defined shall have the meanings as set forth in the PG&E Easement Agreement.

Pursuant to and in accordance with Section 2.02 of the PG&E Easement Agreement and subject to the terms, conditions, restrictions and reservations set forth herein and in the PG&E Easement Agreement, Grantor hereby grants to Grantee the those certain easements appurtenant to the CC8 Real Property and in, on, along, over, under and across the Contra Costa Land as more particularly shown on Exhibit A, which shall be used by Grantee for [USE RESTRICTION], and ingress and egress by Grantee to and from the Contra Costa Land.

This Supplemental Easement Agreement shall be construed as supplemental to the PG&E Easement Agreement and shall form a part thereof, and the PG&E Easement Agreement is

Confidential
prodmail@pierlaw.com
2022-08-09 11:37:38 -0400

hereby incorporated by reference herein and is hereby ratified, approved and confirmed. All other terms and conditions of the PG&E Easement Agreement shall remain in full force and effect.

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

IN WITNESS WHEREOF, Grantor and Grantee have executed this Supplemental Easement Agreement as of the day and year first above written.

[_____],
a [_____]

By: _____
Name: _____
Title: _____

[_____],
a [_____]

By: _____
Name: _____
Title: _____

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

ACKNOWLEDGMENT

COUNTY OF §
§
STATE OF CALIFORNIA §

On _____, 200_, before me, _____, a Notary Public in and for said State, personally appeared _____, personally known to me (or 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 executed the same in his/her authorized capacity, and that by his/her signature on the within instrument such person, or the entity upon behalf of which such person acted, executed such instrument.

WITNESS my hand and official seal.

By: _____
Name: _____

[Affix Notary Seal]

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

ACKNOWLEDGMENT

COUNTY OF §
§
STATE OF CALIFORNIA §

On _____, 200_, before me, _____, a Notary Public in and for said State, personally appeared _____, personally known to me (or 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 executed the same in his/her authorized capacity, and that by his/her signature on the within instrument such person, or the entity upon behalf of which such person acted, executed such instrument.

WITNESS my hand and official seal.

By: _____
Name: _____

[Affix Notary Seal]

Confidential
drodman@rromerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT E

Description of Switchyard Real Property

APN 51-031-15
SBE 135-07-023E-3

PARCEL "B" OF THAT CERTAIN LOT LINE ADJUSTMENT RECORDED IN DOCUMENT NUMBER 99-0097773-00 OF THE COUNTY RECORDER'S OFFICE OF CONTRA COSTA COUNTY, CALIFORNIA.

PORTION OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS; ALL BEARINGS AND DISTANCES BEING ON CALIFORNIA ZONE 3 COORDINATE SYSTEM.

BEGINNING AT A POINT THAT BEARS NORTH 89° 03' 50" WEST 524.11 FEET AND NORTH 00 47' 10" EAST 756.60 FEET FROM THE SOUTHEAST CORNER OF PARCEL "A" AS SHOWN ON SAID LOT LINE ADJUSTMENT RECORDED IN DOCUMENT NUMBER 99-0097773-00, THENCE NORTH 89 06' 50' WEST 1213.84 FEET; THENCE NORTH 00 53' 10" EAST 24.94 FEET; THENCE NORTH 89 06' 50" WEST 446.07 FEET; THENCE NORTH 00 53' 10" EAST 226.17 FEET; THENCE NORTH 20 12' 00" WEST 215.78 FEET; THENCE NORTH 89 06' 50" WEST 37.13 FEET; THENCE NORTH 00 53' 10" EAST 59.70 FEET; THENCE NORTH 45 53' 10" EAST 14.62 FEET; THENCE SOUTH 89 06' 50" EAST 657.72 FEET; THENCE ALONG A TANGENT CURVE TO LEFT WITH A RADIUS OF 180.00 FEET A DISTANCE OF 153.38 FEET TO A POINT OF CUSP; THENCE SOUTH 89 06' 50" EAST 970.11 FEET; THENCE SOUTH 00 47' 10" 583.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 21.439 ACRES, MORE OR LESS.

drodman@orrick.com
2022-08-09 13:07:22 -0700

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT F-2
DEVELOPMENT EASEMENT AGREEMENT

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

DEVELOPMENT EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Pacific Gas and Electric Company
5555 Florin-Perkins Road
Sacramento, CA 95826
Attn: Supervisor of Hydro Support

(Space above this line for recorder's use only)

THIS DEVELOPMENT EASEMENT AGREEMENT (this "Agreement") is made and entered into as of November __, 2006 (the "Execution Date"), by and between Mirant Delta, LLC, a Delaware limited liability company, with its principal place of business at 696 West Tenth Street, Pittsburg, California 94565 ("Delta"), and Pacific Gas and Electric Company, a California corporation, with its principal place of business at 77 Beale Street, San Francisco, California 94105 ("PG&E").

WITNESSETH

WHEREAS, PG&E, Delta and Mirant Procurement have entered into the CC8 Asset Transfer Agreement under which, subject to the terms and conditions contained therein, Delta and Mirant Procurement have agreed to transfer the CC8 Assets to PG&E;

WHEREAS, upon its acquisition of the CC8 Assets, PG&E intends to pursue the development, construction and operation of the CC8 Project, which will be located on the CC8 Real Property;

WHEREAS, PG&E owns a leasehold interest in the CC8 Real Property, which is adjacent to the Contra Costa Land and will acquire fee title to the CC8 Real Property in accordance with the CC8 Asset Transfer Agreement and the Lease Agreement; and

WHEREAS, it is a condition precedent to the transfer of the CC8 Assets as contemplated in the CC8 Asset Transfer Agreement that the Parties enter into this Agreement to provide for the creation of certain easements in, on, along, over and across the Contra Costa Land for the purposes specified in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the Settlement and the CC8 Asset Transfer Agreement, premises and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

Confidential
dredman@pgnemail.com
2021-08-05 10:37:38 0400

ARTICLE I

DEFINITIONS AND RULES OF INTERPRETATION

Section 1.01. Defined Terms.

As used in this Agreement, the following defined terms have the meanings ascribed to them below:

"230kV Line" means the 230kV transmission line and associated towers and structures that will interconnect the collector bus for the CC8 Project to the switchyard owned by PG&E and situated on the Switchyard Real Property.

"Additional Easements" means any additional easements granted or to be granted pursuant to Section 2.02.

"AFC Permit" means the decision of the CEC issued in CEC Docket No. 00-AFC-1 on May 30, 2001 approving Delta's Application for Certification of the CC8 Project, as modified by the order issued by the CEC in Docket No.00-AFC-1C on July 19, 2006, and as such decision may be further modified from time to time.

"Affiliate" of any Person means an individual or entity that directly or indirectly controls, is controlled by or is under common control with such Person, whether by ownership of an equity interest or otherwise.

"Agreement" has the meaning set forth in the first paragraph hereof.

"Agreement Dispute" has the meaning set forth in Section 5.14.

"Business Day" means a day other than Saturday, Sunday or any day on which banks located in San Francisco, California are authorized or obligated to close.

"CC8 Ammonia" has the meaning set forth in the Services Agreement.

"CC8 Assets" has the meaning set forth in the CC8 Asset Transfer Agreement.

"CC8 Asset Transfer Agreement" means the Amended and Restated Asset Transfer Agreement, dated as of November 22, 2006, by and among Delta, Mirant Procurement and PG&E.

"CC8 Project" means the nominally rated 530 megawatt combined-cycle electricity generating facility known as the Contra Costa Unit 8 Power Project, as more particularly described in the AFC Permit, and all appurtenant structures, fixtures, equipment and other personal and real property interests to be constructed, owned, used, maintained, managed, controlled or operated by Grantee as part of such facility, whether completed or at any stage of development.

Confidential
drodman@rienet.com
2022-08-09 11:37:38 0400

"CC8 Real Property" means that certain land that is located in unincorporated Contra Costa County, California just north of the City of Antioch, as more particularly described in Exhibit A.

"CC8 Sanitary Wastewater" has the meaning set forth in the Services Agreement.

"CC8 Transportation Systems" means all of PG&E's transportation systems connecting the CCPP Ammonia Facility or the Septic System with the CC8 Project for delivery and transportation of the CC8 Ammonia and the CC8 Sanitary Wastewater.

"CCPP Ammonia Facility" has the meaning set forth in the Services Agreement.

"CEC" means the California Energy Resources Conservation and Development Commission, also known as the California Energy Commission, or its regulatory successor.

"Commercial Operation Date" means the date on which Grantee, following successful completion of startup testing and commissioning program, declares that the construction of the CC8 Project has been substantially completed, and that the CC8 Project is available for commercial operation (*i.e.*, reliable operation as defined in accordance with the requirements of the CAISO tariffs) and is ready for dispatch.

"Contra Costa Land" means that certain parcel of real property owned by Delta as more particularly described in Exhibit B.

"Contra Costa Power Plant" means the electricity generating facility in existence as of the Execution Date that is (a) generally known as the Contra Costa Power Plant, (b) located on the Contra Costa Land, and (c) owned by Delta, but excluding the CC8 Assets.

"Coordination Agreement" means the Coordination Agreement, entered into by Delta and PG&E and dated as of the date hereof.

"Damages" has the meaning set forth in Section 3.03(a).

"Development Activities" means all activities of Grantee or any Grantee Personnel that are undertaken on the Contra Costa Land during the Term in connection with the development or construction of the CC8 Project, including in connection with the construction of the CC8 Transportation Systems, and all Interconnection Activities.

"Easements" has the meaning set forth in Section 2.01.

"Execution Date" has the meaning set forth in the first paragraph of this Agreement.

"Governmental or Regulatory Authority" means any court, tribunal, arbitrator, authority, agency, body, bureau, commission, department, official or other instrumentality of the United States or any state, county, city or other political subdivision.

"Grantee" means PG&E and its successors and assigns.

Confidential
bradman@orienem.com
2022-08-09 11:37:38 0400

"Grantee Improvements" has the meaning set forth in Section 3.02(b).

"Grantee Personnel" means any employee, officer, manager, contractor, subcontractor, guest, invitee, visitor, consultant, professional, agent or representative of Grantee, and any Person who is employed, contracted or otherwise engaged by any contractor hired by Grantee to participate in the engineering, procurement or construction of the CC8 Project.

"Grantor" means Delta and its successors and assigns.

"Indemnification Claim Notice" has the meaning set forth in Section 3.03(b).

"Indemnitee" or "Indemnitees" has the meaning set forth in Section 3.03(a).

"Initial Easements" has the meaning set forth in Section 2.01.

"Interconnection Activities" means all activities of Grantee or any Grantee Personnel that are undertaken in connection with (a) the development and construction of any transmission line associated with the CC8 Project, (b) interconnection of the CC8 Project with the transmission system, or (c) any related testing activities.

"Law" means any Federal, state, regional or local law, statute or ordinance, or any law, rule, regulation, order, decision, code, permit, interpretation, judgment, decree, directive, published guidelines, policy or similar form of pronouncement promulgated by any Governmental or Regulatory Authority having the effect and force of law.

"Lease Agreement" means the Lease Agreement, entered into by Delta and PG&E and dated as of the date hereof.

"Liability" means any liability (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due).

"Mediation Trigger Date" has the meaning set forth in Section 5.14(a)(ii).

"Mirant Procurement" means Mirant Special Procurement, Inc., a Delaware corporation.

"Parties" and/or "Party" means either or both of Grantor or Grantee, as the case may be.

"Permitted Uses" has the meaning set forth in Section 2.01.

"Person" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or other entity that is not a Governmental or Regulatory Authority.

Confidential
drodman@rroderlaw.com
2022-08-09 11:37:38 -0400

"Rule Against Perpetuities" means Article 2 (commencing with Section 21205) of Chapter 1 of Part 2 of Division 11 of the California Probate Code, as the same may be amended, modified or supplemented from time to time.

"Services Agreement" means the Services Agreement entered into by Delta and PG&E and dated as of the date hereof.

"Settlement" has the meaning set forth in the Settlement Agreement.

"Settlement Agreement" means the Settlement and Release of Claims Agreement dated as of January 13, 2005 among each of the Mirant Parties, the California Parties and OMOI, as such terms are defined in such Settlement and Release of Claims Agreement.

"Switchyard Real Property" means that certain land that is located in unincorporated Contra Costa County, California just north of the City of Antioch, as more particularly described in Exhibit E.

"Term" means the period from the Execution Date through the date that is six (6) months after the Commercial Operation Date.

"Third Party Claim" has the meaning set forth in Section 3.03(c).

"Transaction Documents" has the meaning set forth in the CC8 Asset Transfer Agreement.

Section 1.02. Construction of Certain Terms and Phrases.

Unless the context of this Agreement otherwise requires: (a) words of any gender include each other gender; (b) words using the singular or plural number also include the plural or singular number, respectively; (c) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement; (d) the terms "Article," "Section" or "Exhibit" refer to the specified Article, Section or Exhibit of this Agreement; (e) all references to Articles, Sections or Exhibits shall be to all subparts of such Articles, Sections and Exhibits; (f) the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or;" (g) the term "including" or "includes" means "including without limitation" or "includes without limitation;" (h) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement; (i) reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; and (j) reference to any law (including statutes and ordinances) means such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified.

Confidential
Virginia@riemerlaw.com
2022-06-03 11:37:38 0400

ARTICLE II

GRANT OF EASEMENTS

Section 2.01. Initial Easements.

Subject to the terms, conditions, restrictions and reservations set forth herein and in the Coordination Agreement, Delta, for itself and its successors and assigns, hereby grants to Grantee those certain easements appurtenant to the CC8 Real Property and the Switchyard Real Property (and any current or future interest of Grantee in either of such parcels of real property) and in, on, along, over, under and across the Contra Costa Land as more particularly shown on Exhibit C (the "Initial Easements" and, together with any Additional Easements granted pursuant to Section 2.02, the "Easements"), which shall be used by Grantee only for (a) the Development Activities, (b) construction and installation of the 230kV Line, (c) temporary construction laydown as may reasonably be required (including deliveries, parking for construction personnel, storage of equipment, materials and tools) in connection with Development Activities, (d) the construction, reconstruction, maintenance and operation of a pipe useful, convenient or valuable in connection with or incidental to the discharge of water extracted during the dewatering process into the existing containment basin on the Contra Costa Land (the "CCPP Containment Basin"); provided, however, such pipe must be located along a route agreed upon by Grantor and Grantee, and Grantor shall have the right to relocate the pipe should relocation benefit the operation of the Contra Costa Power Plant, so long as the pipe continues to effect the discharge of water into the CCPP Containment Basin, and (e) the unloading of materials related to the aforementioned construction activities from the rail spur, and Grantor hereby grants to Grantee (and its respective agents, contractors and employees) the right to enter onto the Contra Costa Land for the purpose of conducting the foregoing permitted uses of the Initial Easements and the purpose of any Additional Easements specified in the applicable supplemental easement agreement in the form attached hereto as Exhibit D (the "Permitted Uses"). The Easements shall continue and be in full force and effect until such time as Grantee or its successors or assigns terminates its interests therein by recording the documentation set forth in Section 4.01 hereof.

Section 2.02. Additional Easements.

(a) If any of the Easements prove inadequate or unsatisfactory in the reasonable determination of Grantee in performing the Permitted Uses, Grantee may submit a good faith request to Grantor to grant such Additional Easements as may be reasonably required by Grantee. Grantor shall consider such request in good faith; provided, however, that Grantor may withhold its consent to any such request in its sole discretion, and this provision shall not be construed as requiring Grantor to grant Additional Easements or to incur additional expense or Liability beyond that contemplated by the express terms of this Agreement.

(b) Grantor shall grant any Additional Easements to Grantee by executing and delivering a supplemental easement agreement in substantially the form attached hereto as Exhibit D.

Section 2.03. Certain General Provisions.

(a) Each of the Easements: (i) is appurtenant to and benefits each and every portion of the CC8 Real Property and the Switchyard Real Property, (ii) burdens those portions of the Contra Costa Land affected thereby, (iii) runs with the land benefited and burdened, (iv) is enforceable by each owner or lessee of the CC8 Real Property or any portion thereof against the owners from time to time of the Contra Costa Land encumbered by the Easements, (v) is non-exclusive and Grantor reserves the right to grant to others easement rights in and to all or any portion of the area covered by the Easements, provided that such additional easement rights shall not interfere with the easement rights granted herein, and (vi) is granted until such time as such Easements are terminated in accordance herewith.

(b) Except as otherwise expressly provided herein, Grantee hereby agrees that it shall use the Easements only for the Permitted Uses and further agrees not to grant any easement or easements on, under or over the Easements without the written consent of Grantor.

ARTICLE III

MAINTENANCE AND REPAIR OF EASEMENTS AND OTHER COVENANTS

Section 3.01. Use of Easement Rights.

(a) General. Grantee shall abide by Grantor's safety and security rules and regulations applicable to Grantee's operations on the Easements then in effect and generally applicable to Grantor's employees and invitees, provided that copies of such safety and security rules have been provided to Grantee. Grantee shall use and occupy the Easements in accordance and compliance with all applicable Laws. Grantee shall not generate, bring, place, discharge or release on, in, under, or about any Easement any hazardous substances regulated or listed pursuant to any Law pertaining to the environment, public health or industrial hygiene, except as permitted by Law. Grantee shall promptly pay and discharge all claims for labor performed, supplies furnished and services rendered at the request of Grantee in connection with the Permitted Uses or otherwise related to the Contra Costa Land and shall keep the Easements free of or discharge all mechanic's and materialmen's liens in connection therewith.

Section 3.02. Maintenance of Easements.

(a) Maintenance. Grantor shall maintain at its sole cost and expense those portions of the Contra Costa Land burdened by the Easements in the same manner and condition as such portions of the Contra Costa Land are maintained by Grantor as of the Execution Date; provided, however, that Grantor shall not be responsible for making any additional improvements to such Easements so as to accommodate their use by Grantee; and provided further that the foregoing shall not be construed as prohibiting Grantor from using those portions of the Contra Costa Land burdened by the Easements in any manner that does not interfere with the rights of Grantee hereunder.

Confidential
Orrick and Orrick Herrington & Sutcliffe LLP
2022-08-09 1:37:38 -04:00

(b) Improvements, Fixtures or Personal Property. Grantee shall not construct, install or place any improvements, structures or fixtures or permanently place personal property on, in or under the Easements not expressly contemplated by the Permitted Uses without the prior written consent of Grantor (the "Grantee Improvements"). Grantee shall be responsible for maintaining any and all Grantee Improvements. Except as expressly provided herein, in no event shall Grantor be responsible for maintaining any Grantee Improvements. Grantee shall have the right, at its sole cost, to trim foliage, cut roots in the area of the Easements, and enter upon and, after consultation with Grantor, dig, excavate or bore through or under the Easements as may be reasonable and necessary to perform any of the Permitted Uses. All Grantee Improvements shall remain the personal property of Grantee whether or not such property shall be permanently affixed to the Contra Costa Land. Other than damage caused by the negligence or willful misconduct of Grantor or its respective agents, contractors or employees, Grantee assumes all risks of damage to any of Grantee's Improvements.

(c) No Representations. Grantor makes no representation, express or implied, as to the suitability of the location, nature or scope of any of the Easements for any particular use, including the Permitted Uses. Grantor shall not be responsible for the provision of utility service to the Easements and Grantor makes no representation, express or implied, as to whether utility service shall be available to the Easements.

Section 3.03. Indemnity.

(a) By Grantee. Subject to Section 3.04, from and after the Execution Date, Grantee shall indemnify, reimburse, defend and hold harmless Grantor and its Affiliates, and their respective officers, directors, employees, agents, successors and assigns (collectively, the "Indemnitees" and each an "Indemnitee"), from and against any and all costs, losses, liabilities, damages, lawsuits, deficiencies, claims and expenses (including reasonable fees and disbursements of attorneys) (collectively, the "Damages") incurred in connection with, arising out of, resulting from or incident to (i) any injury to any Person or Persons or any damage to any property occasioned in any way as a result of Grantee's or its employees', agents' or contractors' use of the Easements, or (ii) Grantee's or its employees', agents' or contractors' use of the Easements, including Grantee's breach of its obligations hereunder.

(b) Procedures. Grantor shall give Grantee written notice (an "Indemnification Claim Notice") within thirty (30) days of incurring any Damages, to the extent known, or the discovery of any fact upon which Grantor intends to base a request for indemnification under Section 3.03(a); provided, however, that the failure to give notice shall not result in a loss of rights or payment of Damages unless and to the extent that the failure to give notice shall result in higher Damages to Grantee or shall prejudice the rights of Grantee. Each Indemnification Claim Notice must contain a description of the claim and, to the extent known, the nature and amount of such Damages. Grantor shall furnish promptly to Grantee copies of all papers and official documents received in respect of any Damages. All indemnification claims by any Indemnitee shall be made solely by Grantor.

Confidential
document@iemudav.com
2022-03-01 17:37:56 9400

(c) Third Party Claims. If Grantor becomes aware of any matter it believes is indemnifiable hereunder involving any Damages against Grantor claimed by any third party (a "Third Party Claim"), Grantor shall give Grantee prompt written notice of such Third Party Claim; provided, however, that the failure to give notice shall not result in a loss of rights or payment of Damages unless and to the extent that the failure to give notice shall result in higher Damages to the Grantee or shall prejudice the rights of the Grantee. Such notice shall (i) provide the basis on which indemnification is being asserted and (ii) be accompanied by copies of all relevant pleadings, demands and other papers related to the Third Party Claim that are in the possession of Grantor. Grantee shall have a period of fifteen (15) Business Days after delivery of such notice to respond to Grantor regarding its intent to elect to defend the Third Party Claim. If Grantee elects to defend the Third Party Claim, Grantee shall be obligated to defend the Third Party Claim, at its own expense, and by counsel reasonably satisfactory to Grantor. Grantor shall cooperate reasonably, at the expense of Grantee, with Grantee and its counsel in the defense and Grantor shall have the right to participate fully, at its own expense, in the defense of such Third Party Claim. If Grantee fails to respond or responds within the required fifteen (15) Business Day period and declines or otherwise refuses to defend such Third Party Claim, Grantor shall be free, without prejudice to any of Grantor's rights hereunder, to defend (and control the defense of) such Third Party Claim. In such case, Grantee shall cooperate reasonably, at its own expense, with Grantor and its counsel in the defense against such Third Party Claim, and Grantee shall have the right to participate fully, at its own expense, in the defense of such Third Party Claim. Any settlement of a Third Party Claim shall require the prior written consent of both Parties, such consent not to be unreasonably withheld or delayed.

Section 3.04. Limitations.

(a) No indemnity granted in Section 3.03(a) shall extend to any Damages resulting from the negligence or willful misconduct of any Indemnitee.

(b) **THE INDEMNIFICATION OBLIGATIONS OF GRANTEE HEREUNDER SHALL NOT EXTEND TO INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR SIMILAR DAMAGES, INCLUDING BUSINESS INTERRUPTION, LOST PROFITS, LOST PRODUCTION AT ANY GENERATING UNIT OR REPLACEMENT POWER COSTS, EXCEPT TO THE EXTENT PAYABLE PURSUANT TO A THIRD PARTY CLAIM.**

(c) The remedies set forth in Section 3.03 and Section 3.07 shall be exclusive and in lieu of any other remedies that may be available to the Indemnitees pursuant to any statutory or common law with respect to any Damages of any kind or nature incurred directly or indirectly resulting from or arising out of any breach of this Agreement (including alleged breaches or inaccuracies of any representation, warranty or covenant or for any alleged misrepresentation but excluding any claims for actual fraud) or the transactions contemplated hereby; provided, however, that either Party may seek appropriate equitable relief in a court of proper jurisdiction. Nothing herein is intended to, nor shall be construed to, affect, have an interpretative effect on, modify or terminate

Confidential
2007-09-09 11:37:35 PDT

any other contract between any Party or its Affiliates or any rights or obligations under any such contracts.

Section 3.05. Survival.

The provisions of this Article III shall survive the termination or expiration of this Agreement.

Section 3.06. Covenants Run with the Land.

The covenants of the Parties made in this Agreement shall be deemed to be covenants running with the land pursuant to applicable Law, including Section 1468 of the California Civil Code, and each Party agrees, as covenantor, that each covenant to do or refrain from doing some act, with respect to the real property described herein or any portion thereof: (a) is for the benefit of the real property affected hereby of the other Party hereto, as the covenantee, (b) runs with both the real property affected hereby owned by the covenantor and the real property affected hereby owned by the covenantee, and (c) shall benefit and be enforceable by, in the case of covenantee, and be binding upon, in the case of covenantor, all successive owners of the real property affected hereby and every part thereof and all Persons having any interest therein derived from or through any owner of the property affected thereby during their period of ownership. Upon transfer of fee title to the real property burdened or benefited by the Easements, the transferring owner shall be released from all obligations hereunder accruing to the owner of the transferred property after the date of such transfer.

Section 3.07. Insurance.

(a) During the term of this Agreement, Grantee shall, at its sole cost and expense, purchase and maintain the following insurance coverages and minimum amounts of insurance written by a company or companies having an A.M. Best rating of A-VII or equivalent:

(i) Commercial General Liability insurance coverage providing coverage of no less than ten million dollars ($10,000,000) per occurrence and including Comprehensive Form, Premises and Operations, Blanket Written Contractual, Broad Form Property Damage, Explosion, Collapse and Underground Hazard (XCU coverage), Sudden and Accidental Pollution and Personal Injury liability coverages. A cross liability and severability of interest clause shall be included;

(ii) Business Automobile Liability insurance including coverage for the operation of all owned, non-owned and hired vehicles including trailers with minimum limits of liability for bodily injury (including death) and property damage of ten million dollars ($10,000,000) combined single limit (and with no aggregate limit). Grantee's Business Automobile Liability insurance shall cover occurrences both at and away from the Contra Costa Land; and

(iii) Workers' compensation insurance or its substantial equivalent for Grantee Personnel for statutory obligations imposed by workers'

Confidential
rfrodman@rietlaw.com
2024-08-09 11:57:59 GMT

compensation or occupational disease Laws of the U.S. and California, with limits of no less than one million dollars ($1,000,000) per accident.

(b) Notwithstanding the foregoing, Grantee may elect to self-insure for any required insurance, in which event, Grantee shall (i) be liable for the full equivalent of insurance coverage that would have been available if the applicable insurance policies had been obtained from a third party insurer but in no event in an amount greater than the maximum insurance coverage required pursuant to Section 3.07(a), (ii) pay all amounts that would have been payable by the third party insurer up to the maximum amount of such insurance policy required pursuant to Section 3.07(a) and (iii) act with the same promptness and subject to the same standards of good faith as would apply to a third party insurer. The limit on Grantee's liability specified in the foregoing clauses (i) and (ii) to the maximum amount if such insurance policy required pursuant to Section 3.07(a) shall not limit, modify or otherwise affect the indemnification provisions of Section 3.03 or the indemnification provisions contained in any other Transaction Document. If and when Grantee no longer self-insures any required insurance coverage in accordance with this Agreement, except with respect to Worker's Compensation and commercial general liability insurance, Grantee shall name Grantor as an additional insured under required coverages as described above.

(c) The policies maintained by Grantee in accordance with this Section 3.07 shall be of the type carried by Grantee on other similar properties insured by Grantee. Grantee shall not discriminate against the CC8 Assets or the CC8 Project in providing such insurance.

(d) The obligations set forth in this Section 3.07 shall continue after the expiration or termination of this Agreement, in each case as to any matters that occurred during the term of this Agreement.

(e) On the Execution Date, Grantee shall furnish to Grantor a certificate of insurance from its insurance carrier(s) showing that the above required insurance and endorsements are in full force and effect, the amount of the carrier's liability thereunder, and further providing that the insurance shall not be cancelled unless at least thirty (30) days' prior written notice has been given to Grantor. The previous sentence shall not apply to any policies that Grantee self-insures; provided that Grantee shall have provided written notice to Grantor specifying which policies Grantee has elected to self-insure. Upon expiration of any required policy, Grantee shall send renewal certificates to Grantor verifying continued compliance with Grantee's obligations under this Section 3.07. No such cancellation, modification or change shall affect Grantee's obligation to maintain the insurance coverages required by this Section 3.04 and Section 3.05. All certificates of insurance shall be in form and content reasonably acceptable to Grantor.

(f) The obligation of Grantee to provide the insurance hereinabove specified shall not limit in any way Grantee's Liability or obligations under this Agreement. Grantee shall not violate or knowingly permit any violation of any conditions or terms of the policies of insurance required by this Agreement.

Confidential
cmoran@rlcenergy.com
2022-09-11 13:37:38 -04:00

(g) Grantee shall bear all cost for payment of any and all premiums (whether payable at inception or retroactive), deductibles or self-insured retentions under its policies and shall remain solely and fully liable for the full amount of any claim or item not compensated by insurance in accordance with and subject to the limitations set forth in Section 3.04 and Section 3.05. Grantee's deductible shall encompass the costs of defense, including court costs and reasonable attorney's fees.

(h) Unless prohibited by Law, Grantee's insurers shall, and, in the case of self-insurance, Grantee shall, waive any right of recovery, under subrogation or otherwise, against Grantor, its Affiliates and its employees for first party property claims in all applicable policies maintained or self-insured in accordance with this Section 3.07.

ARTICLE IV

EVIDENCE OF TERMINATION

Section 4.01. Termination.

Notwithstanding Section 2.01, the Easements shall be terminated and extinguished upon the expiration of the Term. In addition, the Easements granted for the purposes specified in Sections 2.07 and 2.08 of the Coordination Agreement are subject to termination by Delta as provided for therein. Upon the expiration of the Term, Grantee shall: (a) execute and deliver a quitclaim deed or termination instrument in form and substance reasonably satisfactory to Grantor, duly executed and acknowledged and in recordable form; (b) remove any improvements, fixtures or personal property placed or installed on, in or under such Easement in violation of the terms of this Agreement and restore such Easement to substantially the same condition as existed prior to Grantee's use thereof; and (c) release Grantor from any and all further obligations or Liabilities with respect to such Easement. Upon expiration of the Term, the Parties shall be released and discharged from any obligations arising or accruing hereunder from and after the date of such termination except as otherwise expressly provided herein; provided, however, that the Parties shall not be discharged or relieved from any obligation or Liability for any act or failure to act, or for any amounts payable, which may have accrued under the terms of this Agreement prior to such termination.

ARTICLE V

MISCELLANEOUS

Section 5.01. Severability.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any Party will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement, and (d) in lieu of such illegal, invalid or unenforceable

Confidential
dreamon@dreamonlaw.com
2022-09-09 11:57:38 -0400

provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar to the terms of such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the Parties.

Section 5.02. Entire Agreement.

This Agreement and the Transaction Documents (and all exhibits and schedules attached thereto and all other documents delivered in connection therewith) supersede all prior discussions and agreements between the Parties with respect to the subject matter thereof and contain the sole and entire agreement between the Parties with respect to the subject matter thereof.

Section 5.03. Notices.

All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally against written receipt, by facsimile transmission with answer back confirmation or by nationally recognized overnight courier that maintains records of delivery to the Parties at the following addresses or facsimile numbers:

If to PG&E to:

Pacific Gas and Electric Company
Mail Code N12G
77 Beale Street
San Francisco, California 94105
Facsimile: (415) 973-0585
Attention: Vice President – Energy Procurement

With copies to:

Pacific Gas and Electric Company
Law Department, B30A
77 Beale Street
San Francisco, California 94105
Facsimile: (415) 973-5520
Attention: Chief Counsel Generation and Procurement

If to Delta to:

Mirant Delta, LLC
696 West Tenth Street
Pittsburg, California 94565
Facsimile: (925) 427-3518
Attention: President

With copies to:

Confidential
dhartman@riemerlaw.com
2022-08-09 11:37:38 -04'00'

Mirant Corporation
1155 Perimeter Center West
Atlanta, Georgia 30338
Facsimile: (678) 579-5001
Attention: General Counsel

All such notices, requests and other communications will (a) if delivered personally to the address as provided in this Section 5.03, be deemed given upon receipt, (b) if delivered by facsimile to the facsimile number as provided in this Section 5.03, be deemed given upon receipt by the sender of the answer back confirmation, and (c) if delivered by overnight courier to the address as provided in this Section 5.03. Any Party from time to time may change its address or facsimile number for the purpose of notices to that Party by giving notice specifying such change to the other Party in accordance with the terms of this Section 5.03.

Section 5.04. Rule Against Perpetuities.

Notwithstanding any other provision contained herein, if any property interest granted by this Agreement does not vest upon execution and delivery hereof and is subject to the Rule Against Perpetuities, it shall vest, if at all, within the time permitted by the Rule Against Perpetuities, including codifications thereof, currently in force in California.

Section 5.05. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS EXECUTED AND PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PRINCIPLES.

Section 5.06. Waiver.

Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. No waiver by any Party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

Section 5.07. Amendment.

This Agreement may be amended, supplemented or modified only by a written instrument duly executed by Grantor and Grantee.

Section 5.08. Third Party Beneficiaries.

The terms and provisions of this Agreement are intended solely for the benefit of each Party and their respective successors or assigns and it is not the intention of the Parties to confer third-party beneficiary rights upon any Person.

Confidential
drodman@sfemelaw.com
2022.08.09 11:37:55 -0400

Section 5.09. Headings.

The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

Section 5.10. Expenses.

Except as otherwise provided in this Agreement, each Party shall pay its own expenses and costs related to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

Section 5.11. Counterparts.

This Agreement may be executed in any number of counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Section 5.12. Attorneys' Fees.

In the event of any controversy, claim or dispute arising out of or relating to this Agreement or any breach thereof, the prevailing Party shall be entitled to recover from the other Party reasonable expenses resulting from the controversy, claim, dispute or breach, including reasonable attorneys' fees and costs.

Section 5.13. Effect on Mortgage.

A breach of any provision of this Agreement shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value on any portion of the Contra Costa Land. All lender's liens placed against the Easements shall be subordinate to the rights of Grantee in and to the Easements as set forth in this Agreement. Promptly following the recordation of this Agreement, if applicable, Grantor shall obtain subordination agreements from all lenders having security interests in the Contra Costa Land, pursuant to which such lenders agree to subordinate their respective deed of trusts or other applicable security interests to this Agreement and the Easements. The cost of obtaining such subordination agreements shall be Grantee's expense, and shall be limited to the reasonable third party out-of-pocket costs and fees incurred by Grantor arising from the drafting, negotiation, review and approval of such subordination agreements. Such subordination agreements shall be in a form and substance reasonably acceptable to Grantee and shall be delivered to Grantee for recordation.

Section 5.14. Resolution of Conflicts.

Resolution of any and all controversies, disputes and claims arising out of, relating to, in connection with or resulting from this Agreement (or any transaction contemplated hereby), including as to the interpretation, performance, non-performance, validity, breach or termination of this Agreement, whether the claim is based on contract, tort, regulation, rule, statute or constitution and any claims raising questions of law, whether arising before or after termination of this Agreement (each an "Agreement Dispute"), shall be exclusively governed by and settled in accordance with the provisions of this Section 5.14. Unless otherwise agreed in

Confidential
droth@rienerlaw.com
2022-06-09 11:37:58 -0400

writing, the Parties shall continue to perform their obligations under the provisions of this Agreement during the course of dispute resolution pursuant to the provisions of this Section 5.14. Notice of an Agreement Dispute shall be provided to the other Party to this Agreement, which notice shall state with reasonable specificity the nature of the Agreement Dispute and the facts giving rise to such Agreement Dispute.

(a) Negotiation and Mediation.

(i) Negotiation. The Parties shall make a good faith attempt to resolve any Agreement Dispute through negotiation. Within thirty (30) days after notice of an Agreement Dispute is given by a Party to the other Party, each Party shall select one or more representatives who are the president of Grantor (or the person filling the responsibilities and with the authority of the president) and a vice president of Grantee which representatives shall meet and make a good faith attempt to resolve such Agreement Dispute.

(ii) Mediation. If such representatives fail to resolve an Agreement Dispute within thirty (30) days after the first meeting of the representatives or fail to meet within thirty (30) days after the date of the applicable notice of an Agreement Dispute (such date, the "Mediation Trigger Date"), the Parties shall seek resolution of the Agreement Dispute through mediation, with a mediator mutually acceptable to the Parties. The representatives of the Parties selected pursuant to Section 5.14(a)(i) shall be in attendance at the mediation.

(iii) Settlement. If a settlement is mutually agreed upon as a result of the negotiation or mediation, then such settlement shall be recorded in writing, signed by the Parties, and shall be binding on them.

(b) Arbitration.

(i) Selection of Arbitrator. In the event that (A) the Parties fail to mutually agree upon a mediator pursuant to Section 5.14(a)(ii) of this Agreement within thirty (30) days after the Mediation Trigger Date or (B) any Agreement Dispute is not settled by the Parties within sixty (60) days after the Mediation Trigger Date, a Party may initiate arbitration by sending written notice to the other Party requesting arbitration and describing the Agreement Dispute and any proposed remedy. Within ten (10) Business Days after receipt of such notice, the Parties shall meet to select a single arbitrator. If the Parties cannot agree on the selection of an arbitrator or such Parties fail to meet within ten (10) Business Days, the arbitrator shall be selected by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator selected under those procedures shall be a lawyer or retired judge with at least ten years' experience arbitrating complex commercial disputes.

(ii) Location. The arbitration shall be conducted in the City and County of San Francisco, California and shall be governed by the Commercial

Confidential
DRAFT 2024-08-09 11:57 PM 0400

Arbitration Rules of the American Arbitration Association, except as modified herein or as agreed by the Parties in writing.

(iii) Discovery. The Parties shall have the right to conduct discovery in accordance with California Code of Civil Procedure Section 1238.05.

(iv) Hearing and Decision. After giving the Parties due notice of hearing, the arbitrator shall hear the Agreement Dispute submitted for arbitration and shall provide a reasoned, written decision within ninety (90) days after the completion of the hearing or such other date selected by agreement of the Parties. The decision of the arbitrator shall conform to applicable Law. The procedural and substantive law applied in the arbitration shall be the law of the State of California without regard to its conflict of law principles, unless the claims or defenses raise issues of federal Law in which case federal substantive law shall apply to those particular claims or defenses. The arbitrator shall be bound to apply the Law, including the rules of evidence, and shall be empowered to hear and determine dispositive motions, including motions to dismiss and motions for summary judgment. The arbitrator shall have no authority to alter the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Parties, and a Party may petition a court to correct or vacate the decision only upon grounds that an award contained therein was procured by corruption, fraud or other undue means and may not petition a court to correct or vacate the decision for failure of the arbitrator to apply the Law or any other grounds or reasons. Judgment may be entered on the decision in any court of competent jurisdiction upon the application of any affected Party.

(v) Injunctions. The arbitrator shall have the right to issue temporary restraining orders, preliminary injunctions and final injunctions.

(vi) Fees and Costs. The arbitrator may award costs and reasonable attorneys' fees to the prevailing Party. If both Parties prevail in part, such fees may be allocated between the Parties in such amounts as may be determined by the arbitrator based on the relative merits and amounts of each Party's claims.

(c) Specific Performance. Notwithstanding Section 5.14(b), the Parties agree that irreparable damage may occur in the event that the provisions of this Agreement are not performed in all material respects in accordance with their specific terms or are otherwise breached in any material respect. It is accordingly agreed that a Party shall be entitled to seek a temporary restraining order or preliminary injunction from any court of competent jurisdiction to maintain the status quo or otherwise to prevent a material breach of this Agreement and to enforce specifically the terms and provisions hereof until an arbitration proceeding can be commenced or an injunction hearing held.

Section 5.15. Jurisdiction.

(a) Except as otherwise limited by applicable Law and subject to the dispute resolution procedures set forth in Section 5.14, each Party irrevocably and

dreeman@rreplegal.com 202-262-09 11:07:58 -04'00'

unconditionally submits to the exclusive jurisdiction of any California state court or federal court of the United States of America sitting in San Francisco, California, and any appellate court from any thereof, in any Action or Proceeding arising out of or related to this Agreement, or for recognition or enforcement of any judgment, and each Party hereby irrevocably and unconditionally agrees that all claims in respect of any such Action or Proceeding may be heard and determined in such California state court or, to the extent permitted by Law, in such federal court. Each Party agrees that a final judgment in any such Action or Proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(b) Each Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now have or hereafter have to the laying of venue of any Action or Proceeding arising out of or relating to this Agreement in any California state court or federal court sitting in San Francisco, California, as the case may be. Each Party hereby irrevocably waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Action or Proceeding in any such court.

(c) Each Party irrevocably consents to service of process in the manner provided for notices in Section 5.03. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

Section 5.16. Further Assurances.

Each Party shall from time to time, at the request of the other Party, execute and deliver, or cause to be executed and delivered, such other instruments of conveyance and transfer and take such other actions as such Party may reasonably request, in order to consummate more effectively the transactions contemplated hereby.

Section 5.17. Representations of Grantor.

Grantor represents and warrants to Grantee as of the Execution Date as follows:

(a) Grantor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all requisite power and authority to own its assets and carry on its business as currently conducted by it. Grantor is duly authorized and qualified to conduct its business in California.

(b) Grantor has all necessary corporate or other power and authority and has taken all actions necessary to enter into this Agreement, to carry out the transactions contemplated hereby, and to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Grantor and, when executed and delivered by Grantee, will constitute a legal, valid and binding obligation of Grantor enforceable against it in accordance with its terms except as limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (ii) laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

Confidential
Document@orrick.com
2012-08-09 11:37:38 -0400

(c) The execution and delivery by Grantor of this Agreement, the performance by it of its obligations under this Agreement, and the consummation of the transactions contemplated hereby do not and shall not:

(i) conflict with or result in a violation or breach of any of the terms, conditions or provisions of Grantor's Limited Liability Company Agreement;

(ii) conflict with or result in a violation or breach of any term or provision of any Law or permit applicable to Grantor, any Delta Plant or the CC8 Real Property; or

(iii) conflict with or result in a breach or default (or an event which, with notice or lapse of time or both, would constitute a breach or default) under, or result in the termination or cancellation of, or accelerate the performance required by, or result in the creation or imposition of any encumbrance upon any contract or lease to which Grantor is a party or by which Grantor is bound and which could have a material adverse effect on Grantor's ability to perform its obligations under this Agreement.

Section 5.18. Representations of Grantee.

Grantee represents and warrants to Grantor as of the Execution Date as follows:

(a) Grantee is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has all requisite corporate power and authority to own its assets and carry on its business as currently conducted by it.

(b) Grantee has all necessary corporate power and authority and has taken all corporate actions necessary to enter into this Agreement, to carry out the transactions contemplated hereby, and to authorize the execution and delivery of this Agreement by Grantee and the consummation of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Grantee and, when executed and delivered by Grantor, will constitute a legal, valid and binding obligation of Grantee enforceable against it in accordance with its terms except as limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (ii) laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(c) The execution and delivery by Grantee of this Agreement, and the performance by it of its obligations under this Agreement and the consummation of the transactions contemplated hereby do not and shall not:

(i) conflict with or result in a violation or breach of any of the terms, conditions or provisions of Grantee's Articles of Incorporation or Bylaws;

(ii) conflict with or result in a violation or breach of any term or provision of any Law applicable to Grantee; or

Confidential
JDJ@angelfirmenlaw.com
2022.09.01 17:38 0700

(iii) conflict with or result in a breach or default (or an event which, with notice or lapse of time or both, would constitute a breach or default) under, or result in the termination or cancellation of, or accelerate the performance required by, or result in the creation or imposition of any encumbrance upon any contract or lease to which Grantee is a party or by which Grantee is bound and which could have a material adverse effect on Grantee's ability to perform its obligations under this Agreement.

Section 5.19. Schedules and Exhibits.

The exhibits, schedules and notices specifically referred to herein, and delivered pursuant hereto, are an integral part of this Agreement.

Section 5.20. Construction.

The Parties agree that they have been represented by counsel during the negotiation, preparation and execution of this Agreement and, therefore, waive the application of any Law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

Section 5.21. No Personal Liability.

Each Party acknowledges and agrees that in no event shall any partner, shareholder, owner, officer, director, employee or Affiliate of either Party be personally liable to the other Party for any payments, obligations or performance due under this Agreement, or any breach or failure of performance of either Party, and the sole recourse for payment or performance of the obligations hereunder shall be against either Party and each of their respective assets and not against any other Person, except for such liability as expressly assumed by an assignee pursuant to an assignment of this Agreement in accordance with the terms hereof.

Section 5.22. No Recourse to Affiliates.

This Agreement is solely and exclusively between the Parties and any obligations created herein shall be the sole obligations of the Parties. No Party shall have recourse to any Affiliate of any other Party for performance of such obligations unless the obligations are guaranteed or assumed in writing by the Person against whom recourse is sought.

Confidential
rodmanandrenshaw.com
2022-08-08 11:37:38 0400

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

MIRANT DELTA, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____
Name: _____
Title: _____

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

ACKNOWLEDGMENT

STATE OF CALIFORNIA §
§
COUNTY OF SAN FRANCISCO §

On _____, 2006, before me, _____, a Notary Public in and for said State, personally appeared _____, personally known to me (or 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 executed the same in his/her authorized capacity, and that by his/her signature on the within instrument such person, or the entity upon behalf of which such person acted, executed such instrument.

WITNESS my hand and official seal.

By: _____
Name: _____

[Affix Notary Seal]

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

ACKNOWLEDGMENT

COUNTY OF §
§
STATE OF CALIFORNIA §

On _____, 200_, before me, _____, a Notary Public in and for said State, personally appeared _____, personally known to me (or 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 executed the same in his/her authorized capacity, and that by his/her signature on the within instrument such person, or the entity upon behalf of which such person acted, executed such instrument.

WITNESS my hand and official seal.

By: _____
Name: _____

[Affix Notary Seal]

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT A

Description of CC8 Real Property

A PORTION OF PARCEL "A" DESCRIBED AND RECORDED IN DOCUMENT NUMBER 99-0103334 (DOC#99-0103334) IN THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY LOCATED IN THE UN-INCORPORATED AREA OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE AT THE SOUTHEAST CORNER OF PARCEL "A" (DOC#99-0103334) AND RUNNING THENCE, ALONG THE NORTH LINE OF WILBUR AVENUE, NORTH, 89° 03' 50" WEST, 464.11 FEET TO A NAIL AND TAG STAMPED "LS 4802"; THENCE, NORTH 00° 47' 10" EAST, 1105.66 FEET TO A POINT OF TANGENCY MARKED BY A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 4802"; THENCE, ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 68.00 FEET, A DELTA OF 51° 10' 06" AND AN ARC LENGTH OF 60.73 FEET TO A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 4802"; THENCE NORTH 50° 22' 56" WEST, 44.47 FEET TO A POINT IN THE EAST LINE OF PARCEL "B" DESCRIBED AND RECORDED IN DOCUMENT NUMBER 99-0103334 (DOC#99-0103334) IN THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY, WHICH SAID POINT BEARS NORTH 00° 47' 10" EAST, 429.76 FEET FROM THE SOUTHEAST CORNER OF SAID PARCEL "B" (DOC#99-0103334); THENCE, ALONG THE EAST LINE OF PARCEL "B" (DOC#99-0103334) NORTH 00° 47' 10" EAST, 154.20 FEET TO THE NORTHEAST CORNER OF PARCEL "B" (DOC#99-0103334); THENCE, ALONG THE NORTH LINE OF PARCEL "B" (DOC#990103334), NORTH 89° 06' 50" WEST, 163.43 FEET TO A POINT OF CUSP; THENCE LEAVING SAID NORTH LINE ALONG A CURVE TO THE RIGHT HAVING A RADIAL BEARING OF NORTH 69° 27' 14" EAST, A RADIUS OF 620.00 FEET, A DELTA OF 21° 35' 54" AND AN ARC LENGTH OF 233.72 FEET TO A POINT OF TANGENCY MARKED BY A 1" IRON PIPE WITH PLASTIC CAP STAMPED "LS 4802"; THENCE, NORTH 01° 03' 08" EAST, 380.39 FEET TO A 1" IRON PIPE WITH PLASTIC CAP STAMPED "LS 4802"; THENCE, NORTH 48° 26' 32" EAST, 71.79 FEET TO A NAIL AND TAG STAMPED "LS 4802"; THENCE, NORTH 00° 59' 26" EAST, 451.05 FEET TO A NAIL AND TAG STAMPED "LS 4802"; THENCE, SOUTH 87° 09' 11" EAST 197.66 FEET TO A POINT WHICH BEARS SOUTH 87° 09' 11" EAST, 5.00 FEET FROM A NAIL AND TAG STAMPED "LS 4802"; THENCE, NORTH 07° 18' 15" EAST, 97.00 FEET TO A STEEL FENCE POST CORNER; THENCE, SOUTH 81° 45' 55" EAST, 122.77 FEET TO A STEEL FENCE POST CORNER; THENCE, SOUTH 00° 29' 42" WEST, 79.16 FEET TO A STEEL FENCE POST CORNER; THENCE, NORTH 89° 41' 11" EAST, 64.75 FEET TO A STEEL GATE POST; THENCE, NORTH 63° 51' 15" EAST, 21.20 FEET TO A STEEL GATE POST; THENCE, NORTH 12° 04' 06" EAST, 94.19 FEET; THENCE, NORTH 80° 25' 35" EAST, 107.67 FEET; THENCE, NORTH 39° 28' 06" EAST, 220.11 FEET TO A POINT IN THE EAST LINE OF PARCEL "A" (DOC#99-0103334), WHICH SAID POINT BEARS NORTH 00° 50' 30" EAST, 2739.03 FEET FROM AN ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE

Unofficial Document

BASE; THENCE ALONG THE EAST BOUNDARY OF SAID PARCEL "A" (DOC#99-0103334), SOUTH 00° 50' 30" WEST, 2739.03 FEET, RETURNING TO THE POINT OF BEGINNING, THE DESCRIBED PARCEL CONTAINS 33.63 ACRES.

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT B

Description of Contra Costa Land

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT B

Description of Contra Costa Land

PARCEL "A" OF THAT CERTAIN LOT LINE ADJUSTMENT RECORDED IN DOCUMENT NUMBER 99-0097773-00 OF THE COUNTY RECORDER'S OFFICE OF CONRTA COSTA COUNTY, CALIFORNIA.

PORTION OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS; ALL BEARINGS AND DISTANCES BEING ON CALIFORNIA ZONE 3 COORDINATE SYSTEM.
BEGINNING AT A DISK IN A CONCRETE BASE MARKED P.G.& E. PROPERTY CORNER, BEING AT A POINT THAT BEARS SOUTH 89° 04' 50" EAST 661.00 FEET AND NORTH 00° 47' 10" EAST 42.00 FEET FROM THE CORNER COMMON TO SECTIONS 16, 17, 20, AND 21 OF SAID TOWNSHIP, SAID POINT OF BEGINNING IS IN THE EASTERN BOUNDARY LINE OF PROPERTY DESCRIBED IN THE DECREE QUIETING TITLE, DATED JUNE 30, 1948, IN THE MATTER OF FIBREBOARD PRODUCTS, INC., A CORPORATION, VS. RALPH M. BEEDE, ET AL, CASE NO. 42707, SUPERIOR COURT, CONTRA COSTA COUNTY, CALIFORNIA, A CERTIFIED COPY THEREOF RECORDED JUNE 30, 1948, IN BOOK 1217 OF OFFICIAL RECORDS, PAGE 398, AND RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG SAID BOUNDARY LINE, NORTH 00° 47' 10" EAST 2159.13 FEET TO A POINT IN THE ORDINARY HIGHWATER MARK ALONG THE SOUTHERLY SIDE OF THE SAN JOAQUIN RIVER; THENCE ALONG SAID ORDINARY HIGHWATER MARK NORTH 58° 59' 10" EAST 208.03 FEET; THENCE NORTH 00° 55' 10" EAST 58.05 FEET TO A POINT IN THE ORDINARY LOW TIDE LINE; THENCE ALONG SAID LOW TIDE LINE THE FOLLOWING COURSES, NORTH 68° 13' 10" EAST 693.67 FEET, NORTH 74° 00' 10" EAST 981.16 FEET, AND SOUTH 81° 01' 50" EAST 1011.23 FEET TO POINT THAT BEARS NORTH 00° 50' 30" EAST 2739.03 FEET FROM A DISK IN A CONCRETE BASE THAT MARKS THE SOUTHEAST CORNER OF THE P. G. & E. PROPERTY; THENCE SOUTH 00° 50' 30" WEST 139.86 FEET TO A POINT ON THE ORDINARY HIGH WATER MARK; THENCE CONTINUING ALONG SAID LINE SOUTH 00° 50' 30" WEST 2599.17 FEET TO SAID DISK AT SAID SOUTHEAST CORNER, SAID POINT BEING ALSO IN THE NORTHERN RIGHT OF WAY OF WILBUR AVE.; THENCE ALONG SAID NORTHERN LINE OF WILBUR AVE. NORTH 89° 03' 50" WEST 779.45 FEET AND NORTH 89° 04' 50" WEST 1975.69 FEET TO THE POINT OF BEGINNING.
CONTAINING 168.700 ACRES, MORE OR LESS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:
PARCEL "B"

BEGINNING AT A POINT THAT BEARS NORTH 89° 03' 50" WEST 524.11 FEET AND NORTH 00° 47' 10" EAST 756.60 FEET FROM THE SOUTHEAST CORNER OF PARCEL "A" ABOVE; THENCE NORTH 89° 06' 50" WEST 1213.84 FEET; THENCE NORTH 00° 53' 10" EAST 24.94 FEET; THENCE NORTH 89° 06' 50" WEST 446.07 FEET; THENCE NORTH 00° 53' 10" EAST 226.17 FEET; THENCE NORTH 20° 12' 00" WEST 215.78 FEET; THENCE NORTH 89° 06' 50" WEST 37.13 FEET; THENCE NORTH 00° 53' 10" EAST 59.70 FEET; THENCE NORTH 45° 53' 10" EAST 14.62 FEET; THENCE SOUTH 89° 06' 50" EAST 657.72 FEET; THENCE ALONG A TANGENT CURVE TO LEFT WITH A RADIUS OF 180.00 FEET A DISTANCE OF 153.38 FEET TO A POINT OF CUSP; THENCE SOUTH 89° 06' 50" EAST 970.11 FEET; THENCE SOUTH 00° 47' 10" WEST 583.96 FEET TO THE POINT OF BEGINNING.
CONTAINING 21.439 ACRES, MORE OR LESS.

Original Document
2022-03-09 10:37:38

EXHIBIT C

Map of Easements

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

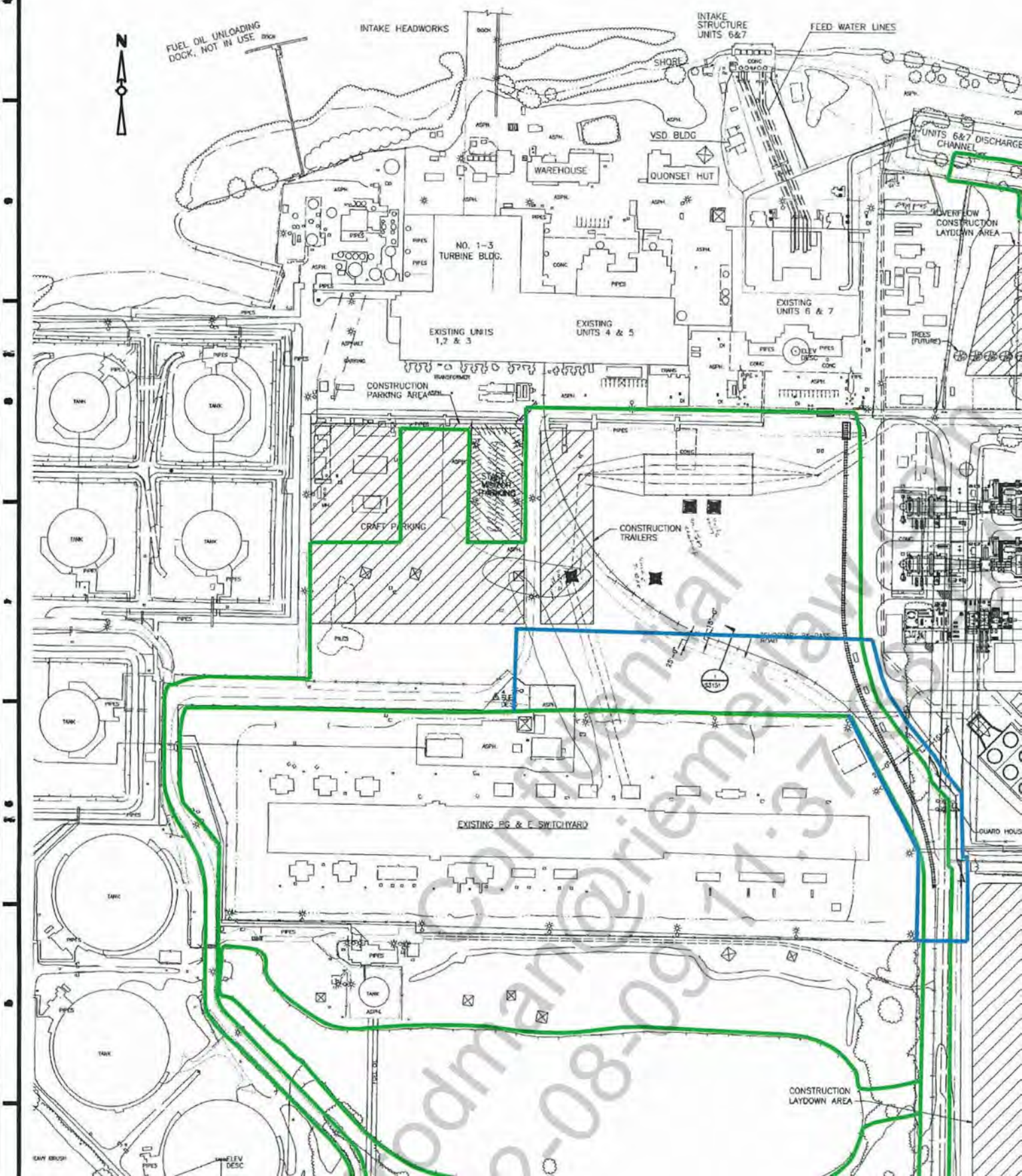

N
FUEL OIL UNLOADING DOCK, NOT IN USE
INTAKE HEADWORKS
INTAKE STRUCTURE UNITS 6&7
FEED WATER LINES
SHORE
VSD BLDG
WAREHOUSE
QUONSET HUT
UNITS 6&7 DISCHARGE CHANNEL
OVERFLOW CONSTRUCTION LAYDOWN AREA
NO. 1-3 TURBINE BLDG.
EXISTING UNITS 1,2 & 3
EXISTING UNITS 4 & 5
EXISTING UNITS 6 & 7
TREES (FUTURE)
CONSTRUCTION PARKING AREA
STAFF MUSTANG PARKING
CRAFT PARKING
CONSTRUCTION TRAILERS
EXISTING PG & E SWITCHYARD
GUARD HOUSE
CONSTRUCTION LAYDOWN AREA
TANK
ASPH.
PIPES
CONC.

EXHIBIT D

[FORM OF SUPPLEMENTAL EASEMENT AGREEMENT]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Pacific Gas and Electric Company
5555 Florin-Perkins Road
Sacramento, CA 95826
Attn: Supervisor of Hydro Support

(Space above this line for recorder's use only)

SUPPLEMENTAL EASEMENT AGREEMENT

[GRANTOR], a _____ ("Grantor"), in consideration of value paid by [GRANTEE], a _____ ("Grantee"), the adequacy and receipt whereof are hereby acknowledged, hereby grants to Grantee, an easement in, on, under, over, along and across Contra Costa Land which is situated in the County of Contra Costa, State of California, described as follows (the "Contra Costa Land"):

[INSERT LEGAL DESCRIPTION OF GRANTOR'S PROPERTY OR ATTACH AS EXHIBIT]

Grantor and Grantee have previously entered into that certain Development Easement Agreement dated as of [DATE] and recorded with the real estate records of the County of Contra Costa as instrument number _____ on _____ (the "Development Easement Agreement"), and Grantor executes and delivers this Supplemental Easement Agreement pursuant to and in accordance with Section 2.02 thereof. Capitalized terms used herein and not otherwise defined shall have the meanings as set forth in the Development Easement Agreement.

Pursuant to and in accordance with Section 2.02 of the Development Easement Agreement and subject to the terms, conditions, restrictions and reservations set forth herein and in the Development Easement Agreement, Grantor hereby grants to Grantee the those certain easements appurtenant to the CC8 Real Property and in, on, along, over, under and across the Contra Costa Land as more particularly shown on Exhibit A, which shall be used by Grantee for [USE RESTRICTION], and ingress and egress by Grantee to and from the Contra Costa Land.

This Supplemental Easement Agreement shall be construed as supplemental to the Development Easement Agreement and shall form a part thereof, and the Development

Confidential
dredmail@dremerlaw.com
202-898-1737 -0400

Easement Agreement is hereby incorporated by reference herein and is hereby ratified, approved and confirmed. All other terms and conditions of the Development Easement Agreement shall remain in full force and effect.

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

IN WITNESS WHEREOF, Grantor and Grantee have executed this Supplemental Easement Agreement as of the day and year first above written.

[_____],
a [_____]

By: _____
Name: _____
Title: _____

[_____],
a [_____]

By: _____
Name: _____
Title: _____

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

ACKNOWLEDGMENT

COUNTY OF §
§
STATE OF CALIFORNIA §

On _____, 200_, before me, _____, a Notary Public in and for said State, personally appeared _____, personally known to me (or 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 executed the same in his/her authorized capacity, and that by his/her signature on the within instrument such person, or the entity upon behalf of which such person acted, executed such instrument.

WITNESS my hand and official seal.

By: _____
Name: _____

[Affix Notary Seal]

Confidential
drodman@rienerlaw.com
2022-08-09 11:37:38 -0400

ACKNOWLEDGMENT

COUNTY OF §
§
STATE OF CALIFORNIA §

On _____, 200_, before me, _____, a Notary Public in and for said State, personally appeared _____, personally known to me (or 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 executed the same in his/her authorized capacity, and that by his/her signature on the within instrument such person, or the entity upon behalf of which such person acted, executed such instrument.

WITNESS my hand and official seal.

By: _____
Name: _____

[Affix Notary Seal]

Confidential drodman@riemerlaw.com 2022-08-09 11:37:38 -0400

EXHIBIT E

Description of Switchyard Real Property

APN 51-031-15
SBE 135-07-023E-3

PARCEL "B" OF THAT CERTAIN LOT LINE ADJUSTMENT RECORDED IN DOCUMENT NUMBER 99-0097773-00 OF THE COUNTY RECORDER'S OFFICE OF CONTRA COSTA COUNTY, CALIFORNIA.

PORTION OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS; ALL BEARINGS AND DISTANCES BEING ON CALIFORNIA ZONE 3 COORDINATE SYSTEM.

BEGINNING AT A POINT THAT BEARS NORTH 89° 03' 50" WEST 524.11 FEET AND NORTH 00 47' 10" EAST 756.60 FEET FROM THE SOUTHEAST CORNER OF PARCEL "A" AS SHOWN ON SAID LOT LINE ADJUSTMENT RECORDED IN DOCUMENT NUMBER 99-0097773-00, THENCE NORTH 89 06' 50' WEST 1213.84 FEET; THENCE NORTH 00 53' 10" EAST 24.94 FEET; THENCE NORTH 89 06' 50" WEST 446.07 FEET; THENCE NORTH 00 53' 10" EAST 226.17 FEET; THENCE NORTH 20 12' 00" WEST 215.78 FEET; THENCE NORTH 89 06' 50" WEST 37.13 FEET; THENCE NORTH 00 53' 10" EAST 59.70 FEET; THENCE NORTH 45 53' 10" EAST 14.62 FEET; THENCE SOUTH 89 06' 50" EAST 657.72 FEET; THENCE ALONG A TANGENT CURVE TO LEFT WITH A RADIUS OF 180.00 FEET A DISTANCE OF 153.38 FEET TO A POINT OF CUSP; THENCE SOUTH 89 06' 50" EAST 970.11 FEET; THENCE SOUTH 00 47' 10" 583.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 21.439 ACRES, MORE OR LESS.

droadmaps@pbnlaw.com
2022-08-03 12:27:05-04'00'

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT G
OWNED EQUIPMENT

- The Combustion Turbine Generators
- One General Electric D-11 reheat steam turbine generator
- The Substation Facilities
- The ammonia storage tank identified by Delta as being dedicated to the CC8 Project, two ammonia feed pumps, and associated ammonia feed piping, valves, instrumentation, controls and electrical

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT H
EQUIPMENT

Owned Equipment

- The Combustion Turbine Generators
- One General Electric D-11 reheat steam turbine generator
- The Substation Facilities
- The ammonia storage tank identified by Delta as being dedicated to the CC8 Project, two ammonia feed pumps, and associated ammonia feed piping, valves, instrumentation, controls and electrical

Equipment in Possession of Sellers

- Two Vogt-NEM triple-pressure heat recovery steam generators
- Three Waukesha generator step-up transformers and two Waukesha unit auxiliary transformers
- One TEi steam surface condenser
- One oil water separator

The Equipment includes the components, pipes and miscellaneous equipment listed in the CC8 Inventory attached hereto.

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT I
ASSIGNED CONTRACTS

Stand-Alone Agreements

- Engineering, Procurement and Construction Agreement between Mirant Delta, LLC and Black & Veatch Construction, Inc. dated July 12, 2001.

- Project Agreement for the Purchase and Sale of Equipment dated December 20, 2000, by and among Sellers (as assignees of Bay Area Power Services, LLC) and General Electric Company, as amended by that certain letter agreement dated as of June 27, 2002, and as further amended by that certain consent to assignment dated as of November 15, 2006.

- Long Term Service Agreement by and between Mirant Special Procurement, Inc. and General Electric International, Inc. dated as of June 16, 2004 for the Contra Costa 8 Facility in Antioch, California.

- Agreement for the Purchase and Sale of Equipment between Delta (as assignee of Bay Area Power Services, LLC) and Vogt-Nem, Incorporated dated October 1, 2000.

- Generator Special Facilities Agreement by and between Mirant Delta, LLC and Pacific Gas and Electric Company dated November 12, 2003.

- Project Labor Agreement.

- Agreement Between Contra Costa County and Mirant Delta, LLC, For Fees, Compliance Verification and Enforcement at the Contra Costa Unit 8 Power Project effective as of September 1, 2001 and as amended as of May 1, 2002.

Master Agreements

- A New Master Agreement with respect to, or partial assignment of, each of the following Master Agreements in accordance with Section 2.03(c):

    - Independent Contractor Agreement dated December 18, 2003 by and between Barnhart Crane & Rigging Company and Mirant Services, LLC, as amended by that certain Amendment of Independent Contractor Agreement dated as of March 31, 2006 by and among Mirant Services, LLC and Barnhart Crane & Rigging Company, as further amended by that certain Second Amendment of Independent Contractor Agreement by and among Mirant Services, LLC and Barnhart Crane & Rigging Company.

    - General Conditions of the Contract for Furnishing Equipment dated January 24, 2001, Purchase Order No. 20170956 issued by Mirant Services, LLC, acting as the representative for and on behalf of Mirant Americas Procurement, Inc., and Waukesha Electric Systems, dated June 11, 2001, and Purchase Order No. 20170874 issued by Mirant Services, LLC, acting as representative for and on behalf of Mirant Americas

Confidential
drodman@rlenelaw.com
2022-08-05 11:37:53 -0400

Procurement, Inc., and Waukesha Electric Systems, dated May 30, 2001, except as the foregoing relates to equipment for the Bowline project or the Portage project.

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT J
PERMITS

AFC Permit

ATC Permit

The following Retained Permits:

- US Fish & Wildlife Service, Biological Opinion
- NOAA Fisheries, Biological Opinion
- California Department of Fish & Game, California Endangered Species Act Memorandum of Understanding
- Regional Water Quality Control Board, NPDES Wastewater Permit
- Regional Water Quality Control Board, Storm Water Discharge Permit
- Contra Costa County, Risk Management Plan and Hazardous Materials Storage Plan

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT K
LEGAL DESCRIPTION OF CC8 REAL PROPERTY

A PORTION OF PARCEL "A" DESCRIBED AND RECORDED IN DOCUMENT NUMBER 99-0103334 (DOC#99-0103334) IN THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY LOCATED IN THE UN-INCORPORATED AREA OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE AT THE SOUTHEAST CORNER OF PARCEL "A" (DOC#99-0103334) AND RUNNING THENCE, ALONG THE NORTH LINE OF WILBUR AVENUE, NORTH, 89° 03' 50" WEST, 464.11 FEET TO A NAIL AND TAG STAMPED "LS 4802"; THENCE, NORTH 00° 47' 10" EAST, 1105.66 FEET TO A POINT OF TANGENCY MARKED BY A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 4802"; THENCE, ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 68.00 FEET, A DELTA OF 51° 10' 06" AND AN ARC LENGTH OF 60.73 FEET TO A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 4802"; THENCE NORTH 50° 22' 56" WEST, 44.47 FEET TO A POINT IN THE EAST LINE OF PARCEL "B" DESCRIBED AND RECORDED IN DOCUMENT NUMBER 99-0103334 (DOC#99-0103334) IN THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY, WHICH SAID POINT BEARS NORTH 00° 47' 10" EAST, 429.76 FEET FROM THE SOUTHEAST CORNER OF SAID PARCEL "B" (DOC#99-0103334); THENCE, ALONG THE EAST LINE OF PARCEL "B" (DOC#99-0103334) NORTH 00° 47' 10" EAST, 154.20 FEET TO THE NORTHEAST CORNER OF PARCEL "B" (DOC#99-0103334); THENCE, ALONG THE NORTH LINE OF PARCEL "B" (DOC#990103334), NORTH 89° 06' 50" WEST, 163.43 FEET TO A POINT OF CUSP; THENCE LEAVING SAID NORTH LINE ALONG A CURVE TO THE RIGHT HAVING A RADIAL BEARING OF NORTH 69° 27' 14" EAST, A RADIUS OF 620.00 FEET, A DELTA OF 21° 35' 54" AND AN ARC LENGTH OF 233.72 FEET TO A POINT OF TANGENCY MARKED BY A 1" IRON PIPE WITH PLASTIC CAP STAMPED "LS 4802"; THENCE, NORTH 01° 03' 08" EAST, 380.39 FEET TO A 1" IRON PIPE WITH PLASTIC CAP STAMPED "LS 4802"; THENCE, NORTH 48° 26' 32" EAST, 71.79 FEET TO A NAIL AND TAG STAMPED "LS 4802"; THENCE, NORTH 00° 59' 26" EAST, 451.05 FEET TO A NAIL AND TAG STAMPED "LS 4802"; THENCE, SOUTH 87° 09' 11" EAST 197.66 FEET TO A POINT WHICH BEARS SOUTH 87° 09' 11" EAST, 5.00 FEET FROM A NAIL AND TAG STAMPED "LS 4802"; THENCE, NORTH 07° 18' 15" EAST, 97.00 FEET TO A STEEL FENCE POST CORNER; THENCE, SOUTH 81 °45' 55" EAST, 122.77 FEET TO A STEEL FENCE POST CORNER; THENCE, SOUTH 00° 29' 42" WEST, 79.16 FEET TO A STEEL FENCE POST CORNER; THENCE, NORTH 89° 41' 11" EAST, 64.75 FEET TO A STEEL GATE POST; THENCE, NORTH 63° 51' 15" EAST, 21.20 FEET TO A STEEL GATE POST; THENCE, NORTH 12° 04' 06" EAST, 94.19 FEET; THENCE, NORTH 80° 25' 35" EAST, 107.67 FEET; THENCE, NORTH 39° 28' 06" EAST, 220.11 FEET TO A POINT IN THE EAST LINE OF PARCEL "A" (DOC#99-0103334), WHICH SAID POINT BEARS NORTH 00° 50' 30" EAST, 2739.03 FEET FROM AN ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE; THENCE ALONG THE EAST

Confidential Attorney-Client Privileged

BOUNDARY OF SAID PARCEL "A" (DOC#99-0103334), SOUTH 00° 50' 30" WEST, 2739.03 FEET, RETURNING TO THE POINT OF BEGINNING, THE DESCRIBED PARCEL CONTAINS 33.63 ACRES.

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT L
LEGAL DESCRIPTION OF CONTRA COSTA LAND

PARCEL "A"

A PORTION OF PARCEL "A" DESCRIBED AND RECORDED IN DOCUMENT NUMBER 99-0103334 (DOC#99-0103334) IN THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY LOCATED IN THE UN-INCORPORATED AREA OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PUNCHED 1" BRASS DISK COMMON TO THE CORNERS OF SECTIONS 16, 17, 20 AND 21 OF SAID TOWNSHIP AND RUNNING THENCE, SOUTH 89° 04' 50" EAST, 661.00 FEET AND NORTH 00° 47' 10" EAST, 42.00 FEET TO AN ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE, SAID POINT BEING THE TRUE POINT OF BEGINNING AND IS LOCATED IN THE EASTERN BOUNDARY LINE OF THAT PARCEL OF LAND DESCRIBED AND RECORDED IN BOOK 1217 AT PAGE 398 (1217 OR 398) OF THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY.

THENCE, FROM SAID TRUE POINT OF BEGINNING, ALONG SAID EAST BOUNDARY LINE (1217 OR 398), NORTH 00° 47' 10" EAST, 2159.13 FEET TO A POINT IN THE ORDINARY HIGH WATER MARK ON THE SOUTHERLY SIDE OF THE SAN JOAQUIN RIVER; THENCE, ALONG SAID HIGH WATER MARK, NORTH 58° 59' 10" EAST, 208.03 FEET; THENCE, NORTH 00° 55' 10" EAST, 58.05 FEET TO A POINT IN THE ORDINARY LOW TIDE LINE; THENCE, ALONG SAID LOW TIDE LINE THE FOLLOWING COURSES, NORTH 68° 13' 10" EAST, 693.67 FEET; THENCE, NORTH 74° 00' 10" EAST, 981.16 FEET; THENCE, SOUTH 81° 01' 52" EAST, 1011.22 FEET TO A POINT IN THE EAST LINE OF PARCEL "A" (DOC#99-0103334), WHICH SAID POINT BEARS NORTH 00° 50' 30" EAST, 2739.03 FEET FROM AN ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE; THENCE ALONG THE EAST BOUNDARY OF SAID PARCEL "A" (DOC#99-0103334), SOUTH 00° 50' 30" WEST, 2739.03 FEET TO SAID ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE AT THE SOUTHEAST CORNER OF PARCEL "A" (DOC#99-0103334) SAID POINT ALSO BEING ON THE NORTHERN RIGHT OF WAY LINE OF WILBUR AVENUE; THENCE, ALONG SAID RIGHT OF WAY, NORTH 89° 03' 50" WEST, 779.45 FEET; THENCE, NORTH 89° 04' 50" WEST, 1975.69 FEET RETURNING TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL "B"

COMMENCING AT AN ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE AT THE SOUTHEAST CORNER OF PARCEL "A" (DOC#99-0103334) AND RUNNING THENCE, ALONG THE NORTH RIGHT OF WAY LINE OF WILBUR AVENUE, NORTH 89° 03' 50" WEST, 524.11 FEET; THENCE, LEAVING SAID

RIGHT OF WAY AND RUNNING NORTH 00° 47' 10" EAST, 756.60 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE SOUTHEAST CORNER OF PARCEL "B" AS DESCRIBED IN DOCUMENT NUMBER 99-0103334 (DOC#99-0103334) IN THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY; THENCE, ALONG THE BOUNDARY OF SAID PARCEL "B" (DOC#99-0103334) THE FOLLOWING COURSES; NORTH 89° 06' 50" WEST, 1213.84 FEET; NORTH 00° 53' 10" EAST, 24.94 FEET; NORTH 89° 06' 50" WEST, 446.07 FEET ; NORTH 00° 53' 10" EAST, 226.17 FEET; NORTH 20° 12' 00" WEST, 215.78 FEET; NORTH 89° 06' 50" WEST, 37.13 FEET; NORTH 00° 53' 10" EAST, 59.70 FEET; NORTH 45° 53' 10" EAST, 14.62 FEET; SOUTH 89° 06' 50" EAST, 657.72 FEET TO A POINT OF TANGENCY; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET, A DELTA OF 48° 49' 21" AND AN ARC LENGTH OF 153.38 FEET TO A POINT OF CUSP; THENCE, SOUTH 89° 06' 50" EAST, 806.68 FEET TO A POINT OF CUSP; THENCE LEAVING THE NORTH LINE OF PARCEL "B" (DOC#99-0103334) ALONG A CURVE TO THE RIGHT HAVING A RADIAL BEARING OF NORTH 69° 27' 14" EAST, A RADIUS OF 620.00 FEET, A DELTA OF 21° 35' 54" AND AN ARC LENGTH OF 233.72 FEET TO A POINT OF TANGENCY MARKED BY A 1" IRON PIPE WITH PLASTIC CAP STAMPED "LS 4802"; THENCE, NORTH 01° 03' 08" EAST, 380.39 FEET TO A 1" IRON PIPE WITH PLASTIC CAP STAMPED "LS 4802"; THENCE, NORTH 48° 26' 32" EAST, 71.79 FEET TO A NAIL AND TAG STAMPED "LS 4802" ; THENCE, NORTH 00° 59' 26" EAST, 451.05 FEET TO A NAIL AND TAG STAMPED "LS 4802"; THENCE, SOUTH 87° 09' 11" EAST 197.66 FEET TO A POINT WHICH BEARS SOUTH 87° 09' 11" EAST, 5.00 FEET FROM A NAIL AND TAG STAMPED "LS 4802"; THENCE, NORTH 07° 18' 15" EAST, 97.00 FEET TO A STEEL FENCE POST CORNER; THENCE, SOUTH 81° 45' 55" EAST, 122.77 FEET TO A STEEL FENCE POST CORNER; THENCE, SOUTH 00° 29' 42" WEST, 79.16 FEET TO A STEEL FENCE POST CORNER; THENCE, NORTH 89° 41' 11" EAST, 64.75 FEET TO A STEEL GATE POST; THENCE, NORTH 63° 51' 15" EAST, 21.20 FEET TO A STEEL GATE POST; THENCE, NORTH 12° 04' 06" EAST, 94.19 FEET; THENCE, NORTH 80° 25' 35" EAST, 107.67 FEET; THENCE, NORTH 39° 28' 06" EAST, 220.11 FEET TO A POINT IN THE EAST LINE OF PARCEL "A" (DOC#99-0103334), WHICH SAID POINT BEARS NORTH 00° 50' 30" EAST, 2739.03 FEET FROM AN ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE; THENCE ALONG THE EAST BOUNDARY OF SAID PARCEL "A" (DOC#99-0103334), SOUTH 00° 50' 30" WEST, 2739.03 FEET TO AN ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE AT THE SOUTHEAST CORNER OF PARCEL "A" (DOC#99-0103334), SAID POINT ALSO BEING ON THE NORTHERN RIGHT OF WAY LINE OF WILBUR AVENUE; THENCE, ALONG SAID RIGHT OF WAY, NORTH 89° 03' 50" WEST, 464.11 FEET TO A NAIL AND TAG STAMPED "LS 4802" ; THENCE, NORTH 00° 47' 10" EAST, 1105.66 FEET TO A POINT OF TANGENCY MARKED BY A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 4802"; THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 68.00 FEET, A DELTA OF 51° 10' 06" AND AN ARC LENGTH OF 60.73 FEET TO A POINT OF TANGENCY MARKED BY A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 4802"; THENCE NORTH 50° 22' 56" WEST, 44.47 FEET TO A POINT IN THE EAST LINE OF PARCEL "B" (DOC#99-0103334) WHICH BEARS NORTH 00° 47' 10" EAST, 429.76 FEET FROM THE POINT OF BEGINNING; THENCE, SOUTH 00° 47' 10" WEST, 429.76 FEET RETURNING TO THE POINT OF BEGINNING.

PROOF OF SERVICE COPY

THE DESCRIBED PARCEL "A", LESS THE EXCEPTION DESCRIBED HEREIN CONTAINS 113.63 ACRES.

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT M
REGULATORY PLAN

I. Objectives: To satisfy Delta's obligations under Section 6.01(b) of the Agreement, Delta shall use commercially reasonable efforts to:

a) Obtain written authorization from the CEC:

i. to modify the Settlement Execution Date AFC Permit as specified in subparts (a)-(c) of the definition of CC8 Baseline Plant Design, recognizing that Delta has the right, in its sole discretion as specified in the Agreement, to waive or otherwise elect not to undertake or seek approval of the modifications set forth in such subparts ;

ii. for Buyer to be added as co-owner and operator of the CC8 Project, and to construct the CC8 Project pursuant to the AFC Permit, subject to Buyer providing a declaration to the CEC agreeing under penalty of perjury to comply with and be bound by all provisions of the AFC Permit; and

iii. to extend the CC8 Project's construction milestones as needed to accommodate the possibility of a Closing Date as late as June 30, 2008 (all of which authorizations described in the foregoing clauses (i) through (iii) constitute the "CEC Authorization").

b) Obtain written confirmation from the BAAQMD that the ATC Permit will be renewed, extended or otherwise remain in effect beyond July 24, 2005 and through the construction period reflected in the extended construction milestones that Delta presents to the CEC.

II. Protocols

a) Delta and Buyer will cooperate on reasonable terms and engage in regular communication regarding implementation of this Regulatory Plan.

b) Delta will be solely responsible for preparing all filings, correspondence, reports, documents and other written communications submitted to any Governmental or Regulatory Authority and relating to the Permits that are the subject of this Regulatory Plan (collectively, "Submissions").

c) Each of Delta and Buyer will designate (and at any time may change) no more than two individuals to serve as the contact persons for all communications, written or oral, between Delta and Buyer regarding this Regulatory Plan ("Designated Contacts"). Communications required under this Regulatory Plan will occur through the Designated Contacts.

Confidential
drodman@mofo.com
2022-08-09 11:37:38 0400

d) Delta and Buyer will cooperate to give Buyer a reasonable opportunity to review and comment on all Submissions, including by adhering to the following guidelines:

1. For Submissions that are subject to a deadline or scheduled for delivery on a date that is known to Delta at least 30 days in advance, Delta will endeavor to provide a draft to Buyer's Designated Contacts at least 10 days in advance of such deadline or scheduled delivery date, and Buyer's Designated Contacts will communicate any comments to Delta's Designated Contacts within 5 days.

2. For Submissions that are not subject to subpart (d)(1) above, including Submissions shared with a Governmental or Regulatory Authority in the context of a meeting or telephone call that is planned or scheduled less than 30 days in advance, Delta will endeavor to provide a draft to Buyer's Designated Contacts at least 3 Business Days in advance of filing or transmitting the Submission to a Governmental or Regulatory Authority, and Buyer's Designated Contacts will communicate any comments to Delta's Designated Contacts within 2 Business Days.

3. Delta has the right to file and transmit Submissions in accordance with applicable deadlines and schedules even if Buyer has not yet communicated its comments.

4. Delta will review and consider in good faith any comments provided by Buyer, but, subject to its obligations under the Agreement, Delta has the right to determine the final content and format of all Submissions in its sole discretion.

5. Delta will provide Buyer's Designated Contacts with copies of all Submissions promptly after their submission, and any other written document provided to a Governmental or Regulatory Authority in connection with meetings and telephone conferences regarding the Permits that are the subject of this Regulatory Plan.

e) Delta will notify Buyer's Designated Contacts as far in advance as is practicable of all planned meetings and scheduled telephone calls between Delta and any Governmental or Regulatory Authority relating to any Permit that is the subject of this Regulatory Plan ("Agency Meetings"). To the extent practicable, Delta will endeavor to schedule all Agency Meetings and notify Buyer's Designated Contacts at least three or more Business Days in advance. Unless raised by a Governmental or Regulatory Authority, Delta will not raise issues in an Agency Meeting if the intent to raise such issues, and an opportunity to comment and attend the Agency Meeting, has not previously been discussed with Buyer.

f) Buyer may, in its discretion and at its sole cost and expense, retain a third party consultant ("Buyer Consultant") who may attend, but will not participate in,

Confidential
drohmancrierlaw.com
2022-09-14 17:38:04 -04:00

Agency Meetings. If Buyer retains a Buyer Consultant, it will be Buyer's responsibility to ensure that the Buyer Consultant is available for all Agency Meetings and Delta will not be required to accommodate the Buyer Consultant's scheduling constraints if Delta has complied with the prior notice requirements of subpart (e) above.

g) Delta will provide Buyer's Designated Contacts with an after-the-fact oral report regarding the substance of (1) any Agency Meeting that is not attended by the Buyer Consultant, and (2) any unscheduled or impromptu communication between Delta and any Governmental or Regulatory Authority relating to any Permit that is the subject of this Regulatory Plan. Delta will not be required to provide reports to Buyer or its Designated Contacts regarding Agency Meetings that are attended by the Buyer Consultant, but will respond to follow-up questions from Buyer's Designated Contacts and provide other information in response to reasonable requests regarding such Agency Meetings.

h) Notwithstanding anything to the contrary in this Regulatory Plan or the Agreement, neither Buyer nor any of its representatives will have any contact with any Governmental or Regulatory Authority relating to any of the Permits, other than (1) through attendance by the Buyer Consultant at Agency Meetings as specified in subpart (f) above, (2) by monitoring, but not participating in, public meetings of Governmental or Regulatory Authorities that affect the Permits, or (3) after the Objectives have been achieved, in connection with pre-Closing communications with the CEC or with the BAAQMD for the purpose of completing Buyer's obligations in connection with assumptions of responsibility under the AFC Permit or the ATC Permit. Buyer shall provide Delta with reasonable advance notice of all Agency Meetings and communications initiated pursuant to the foregoing clause (3), and Delta shall have the right to participate in all such Agency Meetings and communications, and shall cooperate with Buyer in connection therewith.

Confidential
drodman@orrick.com
2022-08-03 11:31:38 0400

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT N
MAINTENANCE SCHEDULE

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

Long Term Storage Guidelines for Contra Costa Unit 8 Equipment

Protection of Steam Turbine Components GEK 110367 replacing GEZ5691					
Material type	Minimum Storage Environment	Recommended Minimum Packaging for Storage	In-Storage Maintenance Recommendation	In-Storage Inspection Maintenance Intervals	Special Instructions
When VCI emitters are installed external label reading "VCI emitters installed, to be removed prior to installation" must be in place. In High Humidity areas add desiccant bags to all crates and compartments in addition to other requirements.					
All Machined surfaces should be free of rust or corrosion, and should be protected with a coat of Corrshield 368 or equivilent.					
HP / IP Assembled Turbine	outdoor covered	Supported in shipping cradle, on 12" cribbing. [3] VCI - 105 emitters to be installed in all lower nozzles wired and secured to covers. Steam seal flanges require one each. Covers to be tape sealed to the nozzles. Front standard open, and inspect for corrosion, coat with Tectyl 506 or Corrshield 368 components if needed #1 bearing recoated and emitters installed in cover. Tape seal all oil deflectors and shaft areas. Water proof tarp overall for weather protection. Alternative to using emitters is to fog the internals with 1 gallon of Vpci 337 Gen for an equivalent protection of 600 cubic feet.	Visually inspect for signs of rust on exterior and verify tightness of all caps and sealed areas. Inspect cradle and blocking for deterioration	check 1 month, 2 month, every 3 month	Stickers are to be installed on flange caps and standard covers " VCI emitters installed on Date, and quantity, to be removed before installation. Alternative to 105 emitters just approved [8-25-02] Cortec 337gen Eco Aire aerosol can. Use 3 through out turbine, 1 in front standard, or fog 337 through out turbine and front standard.
Low pressure exhaust hoods	outdoor covered	On cribbing, steel shimmed, neoprene isolators at support points. Height cribbed 24" to allow visual inspection of machined surfaces, remove any rust/corrosion, coat with Corrshield 368. Water proof covering allowing ventilation	Inspect machined surfaces clean recoat with Corrshield 368 if deteriorated. Inspect cribbing for deterioration.	check 1 month, 2 month, every 3 month	Remove all cushion boards from machined surfaces, recoat all surfaces as needed Tectyl 506 or Corrshield 368, cover surfaces with VCI film . Blind and blocked holes should be filled with grease to prevent water intrusion or sealed with VCI film.
Low pressure inner casings		On cribbing, steel shimmed, neoprene isolators at support points. Height cribbed 24" to allow visual inspection of machined surfaces, remove any rust/corrosion, coat with Corrshield 368. Water proof covering allowing ventilation	Inspect machined surfaces clean recoat if deteriorated. Inspect cribbing for deterioration.	check 1 month, 2 month, every 3 month	Remove all cushion boards from machined surfaces, recoat all surfaces as needed Tectyl 506 or Corrshield 368, cover surfaces with VCI film . Blind and blocked holes should be filled with grease to prevent water intrusion
Misc. fabricated parts	indoor unheated	Inspect all machined surfaces, remove any rust / corrosion, coat with Corrshield 368 if metal exposed. Add VCI -105 emitters or 309 SF powder, seal case.	Inspect machined surfaces clean recoat if deteriorated add 105 emitters to crate.	check I month, every 3 months	Remove all cushion boards from machined surfaces, recoat all surfaces as needed Corrshield 368 or Tectyl 506. Cover machined surfaces with VCI film
Low Pressure Rotor	outdoor unheated	Rotor supported in steel cradles, coated wrapped in shipping crate. Crate to have waterproof covering, access doors for inspection and monitoring. Install desiccant bags at each entry.	Inspect machined surfaces clean recoat if deteriorated wrap rotor in VCI film	check I month, every 3 months	
Foundation and Soleplates	indoor unheated	On cribbing, blocked off ground 8" - 12". Isolate machined surfaces from blocks with VCI paper / film or neoprene	Inspect machined surfaces clean recoat if deteriorated	check 1 month, 2 month, every 3 month	Remove all cushion boards from machined surfaces, recoat all surfaces as needed Corrshield 368 or Tectyl 506. Cover machined surfaces with VCI film
Front Standard D11	indoor unheated / outdoors covered	See HP/IP turbine requirements	visually inspect integrity of as shipped protection	check 1 month, 2 month, every 3 month	Remove all cushion boards from machined surfaces, recoat all surfaces as needed Corrshield 368 or Tectyl 506. Cover machined surfaces with VCI film

Confidential
drodgers@rlaw.com
2022-08-18 17:38 -0400

Long Term Storage Guidelines for Contra Costa Unit 8 Equipment

Material type	Minimum Storage Environment	Recommended Minimum Packaging for Storage	In-Storage Maintenance Recommendation	In-Storage Inspection & Maintenance Intervals	Special Instructions
Mid Standard and Third Standard	indoor unheated / outdoors covered	Inspect protection as shipped may be sufficient for storage with added VCI -105 emitters and case sealed. Machined surfaces to be free of rust / corrosion, clean if needed and coat with Corrshield 368	visually inspect integrity of as shipped protection	check I month, every 3 months	Remove all cushion boards from machined surfaces, recoat all surfaces as needed Corrshield 368 or Tectyl 506. Cover machined surfaces with VCI film
Diaphragms and nozzle plates	indoor unheated / outdoors covered	**INDOORS** Inspect protection as shipped sufficient for storage with added VCI -105 emitters and case sealed. **OUTDOORS** Crate to have waterproof covering, access doors for inspection and monitoring. Install desiccant bags at each entry.	visually inspect integrity of as shipped protection	check 1 month, 2 month, every 3 month	Remove all cushion boards from machined surfaces, recoat all surfaces as needed. If case is damaged store on cribbing and seal unit in VCI film on all machined surfaces.
Main oil tank level "B" all motors and electrical components are wrapped with water resistant material	indoor preferred can be outdoor if level "B"	Inspect protection as shipped sufficient for storage	check desiccant and humidity indicators, replace desiccant as needed, rotate pumps and motors.	check 1 month, every 2 months. Rotate pumps and motors monthly.	Remove all cushion boards from machined surfaces, recoat all surfaces as needed.
Packing Heads	indoor unheated	corrosion, coat with Corrshield 368 if metal exposed. Add VCI -105 emitters or 309 SF powder, seal case.	visually inspect integrity of as shipped protection	check I month, every 3 months	Remove all cushion boards from machined surfaces, recoat all surfaces as needed.
Packing Rings	indoor unheated	Inspect all machined surfaces, remove any rust / corrosion, coat with Corrshield 368 if metal exposed. Add VCI -105 emitters or 309 SF powder, seal case.	visually inspect integrity of as shipped protection	check every 3 months	Remove all cushion boards from machined surfaces, recoat all surfaces as needed.
Nozzle boxes	indoor unheated	Inspect all machined surfaces, remove any rust / corrosion, coat with Corrshield 368 if metal exposed. Add VCI -105 emitters or 309 SF powder, seal case.	visually inspect integrity of as shipped protection	check I month, every 3 months	Remove all cushion boards from machined surfaces, recoat all surfaces as needed.
Journal Bearings, Thrust bearings, Bearing rings	indoor unheated	corrosion, coat with Corrshield 368 if metal exposed. Add VCI -105 emitters or 309 SF powder, seal case.	visually inspect integrity of as shipped protection	check I month, every 3 months	
Copper Backed thrust plates	indoor unheated	corrosion, coat with Corrshield 368 if metal exposed. Add VCI -105 emitters or 309 SF powder, seal case.	visually inspect integrity of as shipped protection	check I month, every 3 months	
Pads for pad bearings	indoor unheated	corrosion, coat with Corrshield 368 if metal exposed. Add VCI -105 emitters or 309 SF powder, seal case.	visually inspect integrity of as shipped protection	check I month, every 3 months	
EHC hydraulic power units	indoor unheated	Install VCI- 105 emitters in compartment, and keep closed.	visually inspect, for corrosion, rotate pump and motor if accessible.	check I month, every 3 months	
EHC power actuators	indoor unheated			check I month, every 3 months	
Coupling spacer and spacer gears	indoor unheated	corrosion, coat with Corrshield 368 if metal exposed. Add VCI -105 emitters or 309 SF powder, seal case.	visually inspect integrity of as shipped protection	check I month, every 3 months	
Gibs and keys	indoor unheated	corrosion, coat with Corrshield 368 if metal exposed. Add VCI -105 emitters or 309 SF powder, seal case.	visually inspect integrity of as shipped protection	check I month, every 3 months	

drocketconfidential 2022-08-09 11:57:38 -0700

Long Term Storage Guidelines for Contra Costa Unit 8 Equipment

Material type	Minimum Storage Environment	Recommended Minimum Packaging for Storage	In-Storage Maintenance Recommendation	In-Storage Inspection/ Maintenance Intervals	Special Instructions
Pneumatic control instruments	indoor unheated	Inspect protection as shipped sufficient for storage with added VCI -105 emitters and case sealed		check I month, every 3 months	
Shell studs, nuts, bolts and washers	indoor unheated	corrosion, coat with Corrshield 368 if metal exposed. Add VCI -105 emitters or 309 SF powder, seal case.	visually inspect integrity of as shipped protection	check I month, every 3 months	
Turning gear	indoor unheated	Inspect all machined surfaces, remove any rust / corrosion, coat with Corrshield 368 if metal exposed. Add VCI -105 emitters or 309 SF powder, seal case.	visually inspect integrity of as shipped protection, rotate motor monthly.	check I month, every 3 months	
Lift pump Assembly	indoor unheated	Inspect protection as shipped sufficient for storage		check I month, every 3 months	
Low pressure expansion joints [inlet]	indoor unheated	Inspect all machined surfaces, remove any rust / corrosion, coat with Corrshield 368 if metal exposed. Add VCI -105 emitters or 309 SF powder,	visually inspect integrity of as shipped protection	check every 3 months	
Coupling studs	indoor unheated	Inspect all machined surfaces, remove any rust / corrosion, coat with Corrshield 368 if metal exposed. Add VCI -105 emitters or 309 SF powder,	visually inspect integrity of as shipped protection	check I month, every 3 months	
MHC control mechanisms	indoor unheated	Inspect protection as shipped sufficient for storage with added VCI -105 emitters and case sealed	visually inspect integrity of as shipped protection	check I month, every 3 months	
Atmospheric relief Diaphragms	indoor unheated	corrosion, coat with Corrshield 368 if metal exposed. Add VCI -105 emitters or 309 SF powder, seal case.	visually inspect integrity of as shipped protection	check every 3 months	
EHC cabinets and panels	indoor Heated	Add VCI 105 emitters to all cabinets and panels			
Thermocouples	indoor. unheated	Inspect protection as shipped sufficient for storage with added VCI -105 emitters and case sealed	visually inspect integrity of as shipped protection	check I month, every 3 months	
Misc. Electrical hardware	indoor unheated	Inspect protection as shipped sufficient for storage with added VCI -105 emitters and case sealed	visually inspect integrity of as shipped protection	check I month, every 3 months	
Motors	indoor Heated	If equipped with internal heaters power heaters, rotate motors monthly	every month rotate shaft by hand	check 1 month, then every 2	
Vapor Extractor	indoor Heated	Rotate blower and motors monthly. Inspect for rust and repair as needed.	every month rotate shaft by hand	check 1 month, then every 2	
T.S.I.	indoor Heated				
PMG permanent magnet generator [if separate]	indoor Heated				
Spiral wound gaskets [flexitallic]	indoor unheated	Inspect protection as shipped sufficient for storage with added VCI -105 emitters and case sealed	visually inspect integrity of as shipped protection	check every 3 months	
Lifting beams	outdoor covered	cribbed off ground laying on side for seismic stability covered for weather protection	visually inspect integrity of as shipped protection	check every 3 months	

dhodman@hierlaw.com 2022-08-09 11:37:38 -0400

Material type	Minimum Storage Environment	Recommended Minimum Packaging for Storage	In-Storage Maintenance Recommendation	In-Storage Inspection Maintenance Intervals	Special Instructions
Slings	indoor unheated	Inspect protection as shipped sufficient for storage add emitters if feasible.	visually inspect integrity of as shipped protection	check every 3 months	
Turnbuckles	indoor unheated	Inspect protection as shipped sufficient for storage add emitters if feasible.	visually inspect integrity of as shipped protection	check every 3 months	
Wrenches and tools	indoor unheated	Inspect protection as shipped sufficient for storage add emitters if feasible.	visually inspect integrity of as shipped protection	check every 3 months	
Lagging	outdoor covered	store on 6-8" cribbing with metal side to weather cover with Tarps.	none	check every 3 months	
Main Steam piping	outdoor covered	Install emitters in end caps, ends and weld preps capped and tape sealed and protected. 309 SF Vpci powder can be used in place of emitters.		check 1 month, 2 month, every 3 month	
Crossover Assembly	outdoor covered	On cribbing, steel shimmed, neoprene isolators at support points. Height cribbed 12"-18" to allow visual inspection of machined surfaces. Water proof covering allowing ventilation. Remove any rust / corrosion, coat with Corrshield 368 all machined surfaces. ID of crossover can be coated with Cortec 377.	Inspect machined surfaces clean recoat if deteriorated	check 1 month, 2 month, every 3 month	Remove all cushion boards from machined surfaces, recoat all surfaces as needed (asphalt based coating in support areas). Blind and blocked holes should be filled with grease to prevent water intrusion
Piping - oil, water and secondary steam	indoor unheated	Inspect protection as shipped sufficient for storage. All piping and flanges sealed, add emitters to crate after inspection	visually inspect integrity of as shipped protection	check 1 month, then every 3	
Main steam and combined valve	indoor unheated	Inspect protection as shipped sufficient for storage. Verify that disc is off the seat, a yellow stem clamp should be visible. Remove end caps install emitters, and light coat internals VCI oil.	visually inspect integrity of as shipped protection	check 1 month, 2 month, every 3 month	
Turbine Valve Actuators	indoor unheated	Store actuators in vertical position, inspect and coat if needed exposed piston rods and machined mounting surfaces.	visually inspect	check 1 month, 2 month, every 3 month	
Blowdown, speed matching and ventilator valves	indoor unheated	Inspect protection as shipped sufficient for storage add emitters to crate after inspection	visually inspect integrity of coatings	check I month, every 3 months	
Bypass valve assembly	indoor unheated	Inspect protection as shipped sufficient for storage add emitters to crate after inspection	visually inspect integrity of as shipped protection	check I month, every 3 months	
Air operated valves	Indoor unheated	Inspect protection as shipped sufficient for storage add emitters to crate after inspection	visually inspect integrity of as shipped protection	check I month, every 3 months	
Motor operated valves	Indoor Heated	Inspect protection as shipped sufficient for storage	visually inspect integrity of as shipped protection	check I month, every 3 months	

confidential
rodmanlaw@riemerlaw.com
2022-08-09 11:37:38 -0400

Material type	Minimum Storage Environment	Recommended Minimum Packaging for Storage	In-Storage Maintenance Recommendation	In-Storage Inspection Maintenance intervals	Special Instructions
Vacuum breaker valve	indoor Heated	Inspect protection as shipped sufficient for storage	visually inspect integrity of as shipped protection	check I month, every 3 months	
Moisture separators and moisture etc.	indoor unheated	NA			
Steam seal evaporator	outdoor covered	NA			
Steam packing exhauster	indoor unheated	Inspect protection as shipped sufficient for storage add emitters to crate after inspection		check 1 month, 2 month, every 3 month	
Steam packing exhauster blower	indoor Heated	Inspect protection as shipped sufficient for storage		Rotate motor and blowers monthly.	
Miscellaneous parts and hardware	indoor unheated	Inspect protection as shipped sufficient for storage add emitters to crate after inspection		check I month, every 3 months	

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

Long Term Storage Guidelines For Contra Costa Unit 8 Equipment

Gas Turbine and Accessory Equipment Preservation		GEK 28156e Revised July 2002			
Material type	Minimum Storage Environment	Recommended Minimum Packaging for Storage	In-Storage Maintenance Recommendation	In-Storage Maintenance Intervals	Special Instructions
When VCI emitters are installed external label reading "VCI emitters installed, to be removed prior to installation" must be in place. In High Humidity areas add desiccant bags to all crates and compartments in addition to other requirements.					
GE 7 FA gas turbine	indoors / covered if outdoors	As shipped Engine sealed all flanges, inlet tarpped with VCI paper in inlet ports. Outlet blanked engine full cover tarp installed. Install dehumidifiers per GEK or fog the internals with 2 1/2 gallons of Vpci 337 Gen for an equivalent coverage of 1500 feet. Seal inlet ports and cover coupling and bearing area with VCI film. Seal exhaust ports, and cover with VCI film. All entries to the engine to be blanked and sealed. Pressure flush bearings with VSI 32 oil. **Refer to Mirant 7FA storage procedure and bearing flush procedure.**	Inspect exterior for any deterioration, correct restore if found. Corrshield 368 spray or equivalent on machined surface protection. High Heat Rustoleum silver or aluminum spray acceptable for exterior touch up.	visual inspection monthly, flush bearings with VSI oil at 6 months. Borescope at 6 months and 1 year. Refog engine at 12 month intervals 50% of initial application, after annual borescope inspection completed.	If stored outdoors, temporary shelter with heaters should be used to protect from weather.
Gas turbine modules and misc.		**Note energize existing heaters or install temporary heating air conditioning units.**			
PEECC	outdoors	Keep all compartments locked energize heaters install VCI emitters in controls, and desiccant bags through out compartment.	visually inspect verify heaters operational, Inspect for any signs of corrosion or moisture.	check monthly	
Main Accessory / Fuel gas Module [ACC]	Outdoors	Keep all compartments locked energize heaters install VCI emitters in controls. Cover open ends with tarps, verify all flanges blanked and sealed. Install desiccant bags through out compartments. Check and replace desiccant bags in oil tank as needed	visually inspect pumps motors, rotate pumps. Check nitrogen pressure[5lbs] in gas piping side.	check monthly	rotate pumps motor if accessible, check desiccant bags every 6 months change as needed
Water wash skid	Outdoors / Indoors	Keep all compartments locked energize heaters install VCI emitters in controls. Install desiccant bags through out compartment.	visually inspect verify heaters operational, Inspect for any signs of corrosion or moisture.	check monthly	rotate pumps motor if accessible
Generator Terminal Enclosure	indoors	On cribbing energize compartment heaters. In humid area, add desiccant bags through out and seal open bottom of compartment.	visually inspect verify heaters operational, Inspect for any signs of corrosion or moisture.	check monthly	
Collector Cab [turning gear and brush rigging]	indoors	On cribbing energize compartment heaters, Install desiccant bags through out compartment, seal open end with shrink rap or equivalent method. Rotate turning gear monthly.	visually inspect verify heaters operational, Inspect for any signs of corrosion or moisture.	check monthly	
LEC / EC	Outdoors	On cribbing energize compartment heaters, Install desiccant bags through out compartment. Seal protect, compartment entries that have wood and plastic covering.	visually inspect verify heaters operational, Inspect for any signs of corrosion or moisture.	check monthly	
Mark 5 Control panels	Indoor heated	Inspect protection as shipped sufficient for storage	visually inspect integrity of as shipped protection	every 3 months	

drodman@mirant.com 2022-08-09 15:57:38-0400

Long Term Storage Guidelines For Contra Costa Unit 8 Equipment

Cardox Fire protection system	Indoor / Outdoor covered	Shipped with 20 lb. Nitrogen blanket. Check and maintain. Install emitters in control panels.	check Nitrogen blanket pressure at 20lbs	monthly	
Intake structural steel	Outdoor	Galvanized or coated suitable for outdoor storage, on cribbing	Inspect for rust, touch up as needed	monthly	
Intake ducting	Outdoor	Stored on cribbing insulation and soundproofing protected from weather. Tarp and support to provide water run off.		monthly	All insulation or soundproofing must be protected from weather damage.
Intake filter elements	Indoors	If shipped in water tight container out doors storage okay.		monthly	
Intake vanes	Outdoor	SS material suitable for outdoor storage. Tarp if feasible.		monthly	
Exhaust Duct	Outdoor	Store on cribbing, cover and allow air circulation.		monthly	All insulation or soundproofing must be protected from weather damage.
Expansion Joints	Indoor unheated/ outdoor covered	Store on cribbing, cover and allow air circulation.		monthly	

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

Long Term Storage Guidelines For Contra Costa Unit 8 Equipment

Fully assembled Generators, and equip. general		*GEK 110146a revised February 2002*			
Material type	***Minimum Storage Environment***	***Recommended Minimum Packaging for Storage***	***In-Storage Maintenance Recommendation***	***In-Storage Maintenance Intervals***	***Special Instructions***
When VCI emitters are installed external label reading "VCI emitters installed, to be removed prior to installation" must be in place. In High Humidity areas add desiccant bags to all crates and compartments in addition to other requirements.					
H2 Generator fully assembled including coolers	Outdoor covered / Indoor unheated	Energize heaters. At 6 month intervals, drain and replenish VSI 32 oil from bearing chambers. Approx. 5 gallons each end. Meggar monthly. Leave unit sealed as shipped do not disrupt unless meggar is bad. H2 coolers install emitters in flange caps and seal.	Perform 500 volt meggar PI test. Per GEK 7613	Meggar and check PI monthly. Turn heaters off 24 hours before performing test.	ST & GT Do not open generator unless PI indicates excessive moisture. If this occurs, install desiccant bags at each man hole with readers, monitor and replace as needed. **GT generators,** remove wooden bumpers from support feet, inspect and coat machined surfaces, neoprene 1/8 isolators to be placed between feet and support steel and cribbing, if machined feet used for support area.
Stator feet	indoor unheated	On cribbing, blocked off ground 8" - 12". Isolate machined surfaces from blocks with grade C waxed paper, VCI paper or neoprene	Inspect machined surfaces clean recoat if deteriorated	check 1 month, 2 month, every 3 month	Remove all cushion boards from machined surfaces, recoat all surfaces as needed. Attached see above GT generators
High Voltage bushing boxes	indoor unheated	Inspect protection as shipped sufficient for storage	visually inspect integrity of as shipped protection	check 1 month, 2 month, every 3 month	
High voltage bushings	indoor unheated	Inspect protection as shipped sufficient for storage	visually inspect integrity of as shipped protection	check 1 month, 2 month, every 3 month	
Bushing Current transformers [CT]	Indoor unheated	Inspect protection as shipped sufficient for storage	visually inspect integrity of as shipped protection	check 1 month, 2 month, every 3 month	
Hydrogen Seal oil unit	indoor unheated	if equipped power heaters.	visually inspect rotate pumps monthly if accessible	check monthly	
Float trap	indoor unheated	Inspect protection as shipped sufficient for storage	visually inspect integrity of as shipped protection	check 1 month, 2 month, every 3 month	
Hydrogen control cabinet	indoor heated	install 250 watt heaters in each section of control panels, if equipped with heater power up		check monthly	Install VCI emitters to control panel doors
Excitation control cubicle and rectifier sections, AKA Terminal Enclosure	indoor heated	install 250 watt heaters in each section of control panels, if equipped with heater power up		check monthly	
Brush holder rigging	indoor unheated	Inspect protection as shipped sufficient for storage	visually inspect integrity of as shipped protection	check 1 month, 2 month, every 3 month	
Exciter housing	indoor unheated	Inspect protection as shipped sufficient for storage	visually inspect integrity of as shipped protection	check every 3 months	rain. Install VCI emitters in control panel doors.
misc. parts and hardware	indoor unheated	Inspect protection as shipped sufficient for storage, add emitters to case and seal after inspection preservation completed	visually inspect integrity of as shipped protection	check every 3 months	
Hydrogen Coolers installed Stator	Installed stator	Add emitter to each flange cap and reseal.	visually inspect integrity of as shipped protection,	check every 3 months	

Confidential drodman@rielaw.com 2022-08-09 14:47:38 -07'00'

Long Term Storage Guidelines For Contra Costa Unit 8 Equipment

Material type	Minimum Storage Environment	Recommended Minimum Packaging for Storage	In-Storage Maintenance Recommendation	In-Storage Maintenance Intervals	Special Instructions
LEC LCI/Excitation Compartment	Outdoor covered	Install heaters / air conditioning units as required, inspect integrity of compartment wood and plastic covers, cover unit if outdoors.	visually inspect integrity of as shipped protection,	check every 3 months, and after any heavy rains if stored outdoors	Add desiccant bags in areas of humidity or rain. Install VCI emitters in control panel doors.
EC Excitation compartment	Outdoor covered	Install heaters / air conditioning units as required, inspect integrity of compartment wood and plastic covers, cover unit if outdoors.	visually inspect integrity of as shipped protection,	check every 3 months, and after any heavy rains if stored outdoors	Add desiccant bags in areas of humidity or rain. Install VCI emitters in control panel doors.
Piping H2 and Oil	indoor unheated	Inspect protection as shipped sufficient for storage, all piping and flanges to be capped and sealed. Add emitters to case and seal after inspection preservation completed	visually inspect integrity of as shipped protection,	check every 3 months	
Stator with H2 coolers installed	Indoor unheated	Energize heaters. Meggar monthly. Leave unit sealed as shipped do not disrupt unless meggar is bad. H2 coolers install emitters in flange caps and seal.	Perform 500 volt meggar PI test. Per GEK 7613	Meggar and check PI monthly. Turn heaters off 24 hours before performing test.	
Field / Rotor	Indoor in shipping crate with heaters installed in case.	Inspect coating on all machined surfaces especially seal areas, journals, collector rings. Original coating should be removed and new applied for long term storage	Perform 500 volt meggar PI test. Per GEK 7613	Meggar and check PI monthly	
End Shields	indoor unheated	Inspect protection as shipped sufficient for storage, add emitters to case and seal after inspection preservation completed		every 3 month	
Bearings, Hydrogen seal assemblies	indoor unheated	Inspect protection as shipped sufficient for storage, add emitters to case and seal after inspection preservation completed		every 3 month	
High Voltage bushing boxes	indoor unheated	Inspect protection as shipped sufficient for storage	visually inspect integrity of as shipped protection	every 3 month	
High voltage bushings	indoor unheated	Inspect protection as shipped sufficient for storage	visually inspect integrity of as shipped protection	every 3 month	
center line keys and plates	indoor unheated	Inspect protection as shipped sufficient for storage, add emitters to case and seal after inspection preservation completed		every 3 month	Remove all cushion boards from machined surfaces, recoat all surfaces as needed Cortec 386 Gen or Tectyl 506. Cover machined surfaces with VCI film
Miscellaneous fabricated parts	indoor unheated	Inspect protection as shipped sufficient for storage, add emitters to case and seal after inspection preservation completed		every 3 month	
Foundation and Soleplates	indoor unheated	On cribbing, blocked off ground 8" - 12". Isolate machined surfaces from blocks with VCI paper / film or neoprene	Inspect machined surfaces clean recoat if deteriorated	every 3 month	Remove all cushion boards from machined surfaces, recoat all surfaces as needed Cortec 386 Gen or Tectyl 506. Cover machined surfaces with VCI film

Confidential
dfodmar@memerlaw.com
2022.03.09 11:37:38 -0400

Long Term Storage Guidelines For Contra Costa Unit 8 Equipment

HRSG Components supplied by Vogt-NEM	*All long term storage requirements per Vogt-NEM Extended Term Storage Specification No. 17394-XT-101*				
Material type	***Minimum Storage Environment***	***Recommended Minimum Packaging for Storage***	***In-Storage Maintenance Recommendation***	***In-Storage Inspection Maintenance Intervals***	***Special Instructions***
		Outside Storage Areas must be well drained preferably gravel or paved			
Structural panels, Roof and Floor panels, and Duct panels	Outdoors protected	Properly cribbed to prevent buckling, water accumulation and allow air circulation. Store painted side up. Cover with tarps, plywood shipping covers on insulation should be left in place. Exposed insulation shall be protected from damage and kept dry.	Visually inspect for deterioration of covers, caps, etc. Repair immediately.	Monthly	
Piping, tubing	Outdoors protected	store in rack, ends capped and tightly sealed. Minimum cover all to protect exterior markings and material from corrosion. Cover with tarps allowing for air circulation	Visually inspect for deterioration of covers, caps, etc. Repair immediately.	Monthly	
ASME piping	Outdoors protected	Same requirements as non code, store separate, on proper cribbing remove end caps install VCI 309SF powder or emitters reseal ends. Cover with tarps	Visually inspect for deterioration of covers, caps, etc. Repair immediately.	Monthly	
Large pipe assemblies	Outdoors protected	Same requirements as non code, store separate, on proper cribbing remove end caps install VCI powder or emitters reseal ends. Cover with tarps	Visually inspect for deterioration of covers, caps, etc. Repair immediately.	Monthly	
Harp Module Boxes	Outdoors protected	Store on proper cribbing to allow for air circulation and to avoid submergence in water, in accordance with the loading points shown on the shipping clearance drawings. Install seismic / wind restraints as required. Exposed insulation shall be protected by plywood or heavy Visquene covering. Remove as needed end caps to fog VCI 309SF powder as required for internal tube and header protection and reseal. Verify all other caps sealed. Hang VCI cp2000 film over frame and exposed finned tubes and headers, tape or glue seal film to frame. Install pitch roof framing, cover complete harp with weather / UV resistant tarps. **NOTE:** for modules that do not have protective coating on tube and exterior fins, coat these areas with Cortec Vpci 377. Prior to applying VCI film and sealing of module fog in Cortec 337.	Visually inspect for deterioration of covers, caps, etc. Repair immediately.	Monthly	Refer to additional drawings for placement of cribbing, and seismic and wind restraints, roof peaks, and VCI film. Refer to spreadsheets for proper allocation of VCI powder per harp tube bank.

Confidential
drodriguez@rinehart.com
202-638-0400

Long Term Storage Guidelines For Contra Costa Unit 8 Equipment

Material type	*Minimum Storage Environment*	*Recommended Minimum Packaging for Storage*	*In-Storage Maintenance Recommendation*	*In-Storage Inspection Maintenance Intervals*	*Special Instructions*
Misc. fittings, small valves, etc	Indoors unheated	As shipped containers should be inspected for damage, if okay store inside if possible add emitters to container after inspection and seal.		3 months	
Control valves, large valves	Indoors unheated	As prepared for shipping all ends sealed and protected. Remove end caps add VCI 105 emitters and light fog of VCI oil to internals. Protect stems with grease or other coating. Cortec 386 spray use for end preps and stem protection.	Visually inspect for deterioration of covers, caps, etc. Repair immediately.	quarterly	
Steam Drums and Tanks	Outdoors protected	Stored on cribbing, covers and manways kept closed. Nozzles and openings tightly capped and sealed. Desiccant bags factory installed in drums and tanks. Fog in VCI 309SF powder as required for internal protection in each nozzle reseal caps. Cover with weather / UV resistant tarps.	Visually inspect for deterioration of covers, caps, etc. Repair immediately.	Monthly	Drums or tanks with desiccant shall be monitored for deterioration of desiccant. If VCI powder added no need to monitor or remove desiccant bags.
Expansion joints	Outdoors protected	Store in original containers on proper cribbing protect from rodents keep clean and dry.	Visually inspect covers and cribbing	Monthly	
Structural steel,	Outdoors protected	Store on cribbing, cover and allow for air circulation	Visually inspect covers and cribbing	Monthly	
Platforms, ladders, stairs.	Outdoors protected	Store on cribbing, cover and allow for air circulation	Visually inspect covers and cribbing	Monthly	
Pipe supports, misc. material	Indoors preferred	As shipped containers should be inspected for damage, if okay store inside if possible Outside storage cover with water and UV resistant tarps.	Visually inspect covers and cribbing	Monthly	
Instruments, boiler trim	Indoors unheated	As shipped containers should be inspected for damage, if okay store inside if possible Install VCI 105 emitters in crates and control panels	visually inspect integrity of as shipped protection	quarterly	
Duct burners, control panels, gas headers	Indoors unheated	Stack with cribbing between burners. If stored out doors, cover with waterproof, UV resistant Tarps Install VCI 105 emitters in each control panel. Header and penetrations to be sealed.	Visually inspect covers and cribbing	Monthly	
Stacks	Outdoors protected	Stack vertically on 8" cribbing to prevent water collection. If not painted both sides apply protective coating to bare metal areas. For seismic restraint tie all sections together by welding 2x2 angle iron tie bars section to section. Paint Rust Buster on weld areas after welding sections.	Visually inspect covers and cribbing	Monthly	

droidmail@dierlaw.com 2025.08.19 11:37:38 -0400

Long Term Storage Guidelines For Contra Costa Unit 8 Equipment

Material type	*Minimum Storage Environment*	*Recommended Minimum Packaging for Storage*	*In-Storage Maintenance Recommendation*	*In-Storage Inspection Maintenance Intervals*	*Special Instructions*
Flow meters, flow nozzles, orifice plates, etc	Indoor unheated	store in controlled area, coat any exposed metal flanges, cap and fittings Cortec 386 spray or equivalent.. Protect from impact damage	visually inspect for deterioration of protection	Monthly	

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

Long Term Storage Guidelines For Contra Costa Unit 8 Equipment

Long term storage requirements are as received from Manufacturer.					
Material type	Minimum Storage Environment	Recommended Minimum Packaging for Storage	In-Storage Maintenance Recommendation	In-Storage Inspection Maintenance Intervals	Special Instructions
Hyprescom piping	outdoor covered	Wet down exterior and interior biweekly during summer months, cover to protect from direct sun light, and retain moisture. **Alternate is to paint exterior with light colored flat paint, thoroughly wet down inside and shrink wrap ends.**	Inspect wrapped ends for tears. Repair if found.	monthly	
Main bank transformers Waukesha	outdoors	For storage less than 18 months, fill with oil and Nitrogen pack. Coolers, bushings stored indoors, power to panel heaters. **For long term storage,** the transformers must be fully dressed out, oiled and in fully operating condition. Power control panel heaters on if equipped	Monitor nitrogen pressure and inspect for oil leaks.	monthly	
Aux bank transformers Waukesha	Indoors if possible	For storage less than 18 months, fill with oil and Nitrogen pack. Coolers, bushings stored indoors, power to panel heaters. **For long term storage,** the transformers must be fully dressed out, oiled and in fully operating condition. Power control panel heaters on if equipped	Monitor nitrogen pressure and inspect for oil leaks.	monthly	
Large Valves manual and motor or pneumatic driven 3" and greater	Indoors if possible	Remove end caps install VCI 105 emitters. Cap and seal ends of valves. Apply protective coating to exposed stems and machined weld preps, use Cortec 368 spray or equivalent. If stored outdoors, must be elevated off the ground on cribbing or pallets, covered with water and UV resistant tarps. Seal motors from moisture, emitters should be installed in control panels if applicable.	Visually inspect for deterioration of covers, caps, etc. Repair immediately. Inspect coating for deterioration reapply if needed	**Quarterly** if indoors. **Monthly** if stored outdoors.	
Small valves, manual or pneumatic driven, less than 3".	Indoors if possible	Assure that all valves have end caps installed and sealed. Apply protective coating to exposed stems and machined weld preps, use Cortec 368 spray or equivalent. If stored outdoors, must be elevated off the ground on cribbing or pallets, covered with water and UV resistant tarps. Seal motors from moisture, Vpci 105 emitters should be installed in control panels if applicable.	Visually inspect for deterioration of covers, caps, etc. Repair immediately. Inspect coating for deterioration reapply if needed	**Quarterly** if indoors. **Monthly** if stored outdoors.	
Ammonia Vaporization skid	Indoors if possible	As shipped sufficient for indoor storage	Visually inspect for deterioration of covers, caps, etc. Rotate fans and motors.	monthly	

Confidential
2022-09-14 13:37:38 -0400

Long Term Storage Guidlines For
Contra Costa 8 unit Equipment

General Material					
Material type	**Minimum in storage environment**	**Recommended Minimum Packaging for Storage**	**In-Storage Maintenance Recommendation**	**In-Storage Maintenance Intervals**	**Special Instructions**
Structural Material/Equipment Items					
Bar, reinforcing	outside cvr.	Open storage on dunnage or cribbing	none	none	none
Fastener, anchor bolt, expansion	inside	Open shelf storage, bagged or boxed	none	none	none
Fastener, bolt, hex head	inside	Open shelf storage, bagged or boxed	none	none	none
Fastener, machine screw nut	inside	Open shelf storage, bagged or boxed	none	none	none
Fastener, nut, hex	inside	Open shelf storage, bagged or boxed	none	none	none
Fastener, nut, plain	inside	Open shelf storage, bagged or boxed	none	none	none
Fastener, screw, tapping (sheet metal)	inside	Open shelf storage, bagged or boxed	none	none	none
Fastener, sheet metal screws	inside	Open shelf storage, bagged or boxed	none	none	none
Framing system, strut, metal	outside cvr.	Open storage on dunnage or cribbing	none	none	none
Rod, threaded (for structural use)	outside cvr.	Open storage on dunnage or cribbing	none	none	none
Structural steel, (plate,angle,shapes,bar,rod)	outside cvr.	Open storage on dunnage or cribbing	none	none	none
Washer, lock, flat	inside	Open shelf storage, bagged or boxed	none	none	none
Mechanical Material/Equipment Items					
Actuator, air diaphragm or air piston	inside	Open shelf storage	In accordance with engineering or manufacturers recommendation	In accordance with engineering or manufacturers recommendation	Note-Protection from temperatures below freezing required
Bearings, sleeved	inside	Open shelf storage, boxed with each half physically separated	none	none	Note-Protection from temperatures below freezing required
Bearings, roller	inside	Open shelf storage, individually boxed and wrapped in paper or plastic	none	none	Note-Protection from temperatures below freezing required
Belt, drive	inside	Open shelf storage	none	none	none
Coupling, mechanical	inside	Pallet or open shelf storage	none	none	none
Damper, pulsation	inside	Open shelf storage	none	none	none
Diaphragm, valve, non-metallic	inside	Open shelf storage, boxed or bagged	none	none	Note-Protection from temperatures below freezing required
Disc, valve, metallic	inside	Open shelf storage	none	none	Corrosion inhibitor may be considered for items not boxed or bagged
Expansion Joint, metallic	inside	Open shelf storage	none	none	Corrosion inhibitor may be considered for items not boxed or bagged
Expansion Joint, non-metallic	inside	Open shelf storage, boxed, bagged or covered	none	none	Keep wrapped or boxed in original shipping containers or equal
Filter, Charcoal	inside	Open shelf storage, boxed or crated, sealed as necessary	none	none	Note-Protection from temperatures below freezing required
Filter, HVAC	inside	Open shelf storage, boxed or bagged	none	none	none
Fittings, compressions	inside	Open shelf storage, boxed or bagged	none	none	none
Gasket, asbestos	inside	Open shelf storage, boxed or bagged	none	none	Note-Protection from temperatures below freezing required, store flat
Gasket, non-metallic and spiral wound	inside	Open shelf storage	none	none	Note-Protection from temperatures below freezing required, store flat
Gasket, pressure seal	inside	Open shelf storage, boxed or bagged	none	none	Note-Protection from temperatures below freezing required, special handling may be required for certain coatings

Commentary
dropmycomment@criemerlaw.com
2022-08-09 11:57:38 -0400

Long Term Storage Guidlines For
Contra Costa 8 unit Equipment

Material type	Minimum in storage environment	Recommended Minimum Packaging for Storage	In-Storage Maintenance Recommendation	In-Storage Maintenance Intervals	Special Instructions:
Gasket, rubber	inside	Open shelf storage	none	none	Note-Protection from temperatures below freezing required
Governor, mechanical	inside	Pallet storage,individually boxed with internal bracing	none	none	none
Head, cylinder	inside	Pallet storage,individually boxed	none	none	none
Heli-Coil	inside	Open shelf or cabinet storage, multiple items per box or bag	none	none	none
Hose, metallic	inside	Open shelf storage, open or threaded ends protected	none	none	Protection of open or threaded ends required
Hose, non-metallic	inside	Open shelf storage, open or threaded ends protected	none	none	Note-Protection from temperatures below freezing required, protect open or threaded ends
Impeller, pump	inside	Open storage, bagged or boxed/crated with bracing fro larger items	none	none	Note-Protection from temperatures below freezing required for impellers containing non metallic parts
Kit, steam trap	inside	Open shelf storage, individual kits boxed or bagged	none	none	none
Liner, cylinder	inside	Pallet storage, individually boxed	none	none	none
Motor, air start, diesel	inside	Pallet storage, shaft and openings protected	In accordance with engineering or manufacturers recommendation	In accordance with engineering or manufacturers recommendation	Note-Protection from temperatures below freezing required, protect shaft & openings
O-ring, metallic	inside	Open shelf storage, bagged or boxed	none	none	none
O-ring, non-metallic	inside	Open shelf or cabinet storage, multiple items per box or bag	none	none	Note-Protection from temperatures below freezing required, protect from distortion or deformation
Packing, graphite	inside	Open shelf or cabinet storage, multiple items per box or bag or on reel	none	none	Note-Protection from temperatures below freezing required
Pin, cotter	inside	Open shelf storage, bagged or boxed	none	none	none
Pipe Fittings, large bore >2.50"	inside	Open storage, with weld preparations and threads protected	none	none	Weld preparation and thread protection required.
Pipe Fittings, small bore 2.50" & under	inside	Open storage, bagged or boxed with weld preparations and threads protected	none	none	Weld preparation and thread protection required.
Pipe, metallic	inside	Rack or shelf stroage with threaded ends and weld preparations protected	none	none	Weld preparation and thread protection required.
Pipe, non-metallic	inside	Open storage with thread protection	none	none	Thread protection required
Piston assembly	inside	Open shelf storage, boxed	none	none	Note-Protection from temperatures below freezing required
Ring, seat, valve	inside	Open shelf storage, individually boxed and wrapped	none	none	Note-Protection from temperatures below freezing required, special handling may be required for certain coatings
Rod, threaded (for studs)	inside	Rack storage with thread protection	none	none	Thread protection required
Seal, mechanical	inside	Open shelf storage, bagged or boxed in manufacturers packaging	none	none	Note-Protection from temperatures below freezing required
Shaft, fan	inside	Open shelf storage, individually boxed or crated	none	none	Corrosion inhibitor may be considered
Shaft, mechanical (>10')	inside	Hung vertically or blocked to maintain configuration, individually coated with corrosion inhibitor	none	none	Corrosion inhibitor may be considered

Confidential
droddmerlaw.com
2022-08-29 11:57:38 2400

Long Term Storage Guidlines For
Contra Costa 8 unit Equipment

Material type	Minimum in storage environment	Recommended Minimum Packaging for Storage	In-Storage Maintenance Recommendation	In-Storage Maintenance Intervals	Special Instructions
Sheaves, fan	inside	Open shelf storage	none	none	none
Shell, main bearing	inside	Pallet or open shelf storage, individually bagged	none	none	Note-Protection from temperatures below freezing required
Shim	inside	Open shelf storage, bagged or boxed, or on roll.	none	none	none
Spring, helical, compression	inside	Open shelf storage, bagged or boxed	none	none	none
Stem, valve	inside	Pallet or open shelf storage, with threads protected	none	none	Corrosion inhibitor may be considered
Strainer, metallic	inside	Open shelf or pallet storage, bagged, boxed or crated	none	none	none
Trap, steam	inside	Open shelf or pallet storage, with openings covered	none	none	none
Tubing, metal	inside	Rack storage or on cribbing, with openings covered	none	none	End caps required
Turbocharger	inside	Open storage on skid or cribbibng, with openings covered	In accordance with engineering or manufacturers recommendation	In accordance with engineering or manufacturers recommendation	Note-Protection from temperatures below freezing required
	inside				
Electrical Material/Equipment Item	inside				
Battery, lead-acid (small)	inside	Open shelf storage, indvidually boxed, store upright with terminals on top and not contacting metal surfaces	Wet cells may require in-storage maintenance per manufacturers recommendations. Special personnel protection may be required	Per manufacturers recommendation	Note-Protection from temperatures below freezing required
Battery, lead-acid cells (large)	inside	Pallet or rack storage	Wet cells may require in-storage maintenance per manufacturers recommendations. Special personnel protection may be required	Per manufacturers recommendation	Note-Protection from temperatures below freezing required
Block, terminal	inside	Open shelf stroage, bagged or boxed	none	none	none
Board, circuit	inside	Open shelf storage, bagged or boxed	none	none	Some circuit board are static-sensitive and special handling techniques are recommended
Capacitor, (electrolytic and non-electrolytic)	inside	Open shelf storage, bagged or boxed	In-storage maintenance be required for some electrolytic capacitors	Per manufacturers recommendation	Note-Protection from temperatures below freezing required
Charger/inverter	inside	Open shelf stroage, boxed or crated	In accordance with engineering or manufacturers recommendation	In accordance with engineering or manufacturers recommendation	Note-Protection from temperatures below freezing required
Circuit breaker, molded case	inside	Open shelf storage, bagged or boxed	none	none	Note-Protection from temperatures below freezing required
Conduit, flexible	inside	Open shelf storage	none	none	none

Confidential drodman@orienlaw.com 2022-08-09 17:39:2400

Long Term Storage Guidlines For
Contra Costa 8 unit Equipment

Material type	Minimum In-storage environment	Recommended Minimum Packaging for Storage	In-Storage Maintenance Recommendation	In-Storage Maintenance Intervals	Special Instructions
Conduit, rigid	inside	Open stroage, bundled on cribbing, with threads protected	none	none	May be stored in inclined position to drain condensate if necessary
Contactor, AC/DC	inside	Open shelf storage, bagged or boxed	none	none	Note-Protection from temperatures below freezing required
Fittings, conduit	inside	Open shelf storage	none	none	none
Fuse, cartridge	inside	Open shelf stroage, multiple items boxed	none	none	Note-Protection from temperatures below freezing required
Fuseholder, block	inside	Open shelf storage, bagged or boxed	none	none	Note-Protection from temperatures below freezing required
Generator, test, electronic components	inside	Open shelf storage, individually wrapped in anti-static bag.	In accordance with engineering or manufacturers recommendation	In accordance with engineering or manufacturers recommendation	Note-Protection from temperatures below freezing required. Static-sensitive handling may be required.
Heater, overload, bi-metallic	inside	Open shelf storage, bagged or boxed	none	none	Note-Protection from temperatures below freezing required
Lamp	inside	Open shelf storage, bagged or boxed	none	none	none
Lamp assembly	inside	Open shelf storage, bagged or boxed	none	none	none
Lug, terminal or splice	inside	Open shelf storage, bagged or boxed	none	none	none
Motor, AC/DC	inside	Open shelf or pallet stroage, shaft protected, exposed cable ends tied and protected	In accordance with engineering or manufacturers recommendation	In accordance with engineering or manufacturers recommendation	Note-Protection from temperatures below freezing required. Motor strip heaters may need to be energized
Power supply, DC	inside	Open shelf storage, bagged or boxed	none	none	Note-Protection from temperatures below freezing required
Power supply, uninteruptible	inside	Open shelf or pallet storage, covered or bagged	none	none	Note-Protection from temperatures below freezing required
Relay (overload, control, or protective)	inside	Open shelf storage, bagged or boxed	none	none	Note-Protection from temperatures below freezing required
Relay, time-delay (electronic, and pneumatic)	inside	Open shelf storage, bagged or boxed	May require in-storage maintenance due to electrolytic capacitors.	In accordance with manufacturers requirements	Note-Protection from temperatures below freezing required
Rotor/Stator	inside	Open shelf or pallet storage, boxed or crated	In accordance with engineering or manufacturers recommendation	In accordance with engineering or manufacturers recommendation	Note-Protection from temperatures below freezing required
Semiconductor, discrete (diode, transitor, rectifier, resistor, varistor, integrated circuit	inside	Open shelf storage, bagged or boxed	none	none	Note-Protection from temperatures below freezing required. Some intergrated circuits are static sensitive, and anti-static handling techniques are recommended
Switch	inside	Open shelf storage, bagged or boxed	none	none	Note-Protection from temperatures below freezing required
Switch, transfer assembly	inside	Open shelf storage, bagged or boxed	none	none	none
Transformer, dry	inside	Open or pallet storage	none	none	Note-Protection from temperatures below freezing required
Tray, cable, metallic	inside/outside	Open shelf or rack storage or on cribbing	none	none	none
Wire, cable (signal and instrument)	inside/outside	Open shelf storage on reel, with end protected	none	none	none
Wire, cable, (power & control)	inside/outside	Open or pallet storage on reel, with end protected	none	none	Level C storage for long-term storage may be considered

Confidential
drodman@remelaw.com
2022-08-09 11:57:35 -04'00'

Long Term Storage Guidlines For
Contra Costa 8 unit Equipment

Material type	Minimum in storage environment	Recommended Minimum Packaging for Storage	In-Storage Maintenance Recommendation	In-Storage Maintenance Intervals	Special Instructions
Instrumentations Material/Equipment Item					
Bracket, strip chart recorder, pully assembly	inside	Open shelf storage, each assembly boxed	none	none	none
Cable assembly, umbilical, strip chart recorder	inside	Open shelf storage, individually coiled and boxed	none	none	none
Conditioner, signal, with enclosure	inside	Open shelf stroage, individually wrapped or boxed	none	none	none
Connector, pin and socket	inside	Open shelf storage, bagged or boxed	none	none	none
Controller,electronic	inside	Open shelf storage, individually boxed	none	none	Note-Protection from temperatures below freezing required
Detector, gas	inside	Open shelf storage, individually boxed	none	none	Note-Protection from temperatures below freezing required
Detector, microwave	inside	Open shelf or pallet storage	none	none	none
Detector, smoke	inside	Open shelf storage, boxed	none	none	Note-Protection from temperatures below freezing required. Detectors may have special disposal instructions
Detector, temperature (includes temperature resistance detectors, thermocouples	inside	Open shelf storage, boxed	none	none	Note-Protection from temperatures below freezing required
Gauge, pressure	inside	Open shelf storage, internal openings covered, threaded connections protected	none	none	Exercise care to prevent damage to face material
Gauge, temperature	inside	Open shelf storage, threaded connections protected	none	none	Exercise care to prevent damage to face material
Indicator, pressure	inside	Open shelf storage, boxed	none	none	Note-Protection from temperatures below freezing required
Isolator, optical, enclosed	inside	Open shelf storage, boxed	none	none	Note-Protection from temperatures below freezing required
Limit switch	inside	Open shelf storage, boxed	none	none	Note-Protection from temperatures below freezing required
Meter, indicating	inside	Open shelf storage, boxed	none	none	Note-Protection from temperatures below freezing required
Motor, drive assembly, strip chart recorder	inside	Open shelf storage, individually boxed or bagged	none	none	Note-Protection from temperatures below freezing required
Recorder, chart	inside	Open shelf storage, boxed	none	none	Note-Protection from temperatures below freezing required
Regulator, pressure	inside	Open shelf storage, boxed	none	none	Note-Protection from temperatures below freezing required
Regulator, temperature	inside	Open shelf storage, boxed	none	none	Note-Protection from temperatures below freezing required
Switch, level, electro-mechanical	inside	Open shelf storage, boxed	none	none	Note-Protection from temperatures below freezing required
Switch, pressure, or differential pressure	inside	Open shelf storage, boxed	none	none	Note-Protection from temperatures below freezing required

Confidential
drodmanoriemerlaw.com
2022-09-09 11:37:38 -0400

Long Term Storage Guidlines For
Contra Costa 8 unit Equipment

Material type	Minimum in storage environment	Recommended Minimum Packaging for Storage	In-Storage Maintenance Recommendation	In-Storage Maintenance Intervals	Special Instructions
Switch, temperature	inside	Open shelf storage, boxed	none	none	Note-Protection from temperatures below freezing required. Some switches may contain mercury and require special handling
Transducer	inside	Open shelf storage, boxed	none	none	Note-Protection from temperatures below freezing required
Transmitter, (electronic or pneumatic)	inside	Open shelf storage, boxed	none	none	Note-Protection from temperatures below freezing required
Chemical Material Items					
Boric acid	inside	Pallet storage, paper bag with liner or cardboard drums	none	none	none
Charcoal, activated	inside	Open shelf storage, sealed in metal drums or canister	none	none	Heated storage may be required if drum seal is broken
Chemical, water treatment	inside	Open or pallet storage	none	none	Note-Protection from temperatures below freezing required
Chlorine, solid	outside	Open shelf stroage, bagged, boxed or in drum	none	none	Note-Protection from temperatures below freezing required
Gas, calibration	outside	Bottle rack storage, secured	none	none	none
Gas, cylinder	outside	Bottle rack storage, secured	none	none	none
Gas, welding	outside	Bottle rack storage, secured	none	none	none
Nitrogen gas	outside	Bottle rack storage, secured	none	none	Storage leve C may be considered to prevent loss of gas due to direct exposure to sunlight
Refrigerant	outside	Open or rack storage depending on type and configuration of cylinder	none	none	none
Resin, purification	inside	Pallet storage	none	none	Note-Protection from temperatures below freezing required
Sealant, penetration, elastomer based	inside	Open shelf storage	none	none	Sealant comes in two parts which may be stored in proximity
Solvent, cleaning	inside	Open or pallet storage, canned and boxed	none	none	May required to be stored in flammable and hazardous storage building or area. Protection from below freezing temperatures may be required
Thinner, paint	inside	Open shelf storage	none	none	May required to be stored in flammable and hazardous storage building or area. Protection from below freezing temperatures may be required
Consumable Material Item					
Adhesive	inside	Open shelf storage	none	none	Note-Protection from temperatures below freezing required
Cement, structural	inside	Pallet storage, bagged	none	none	Care during storage to prevent tear or puncture to baggs should be exercised
Coatings, (surfacers, primers, paints)	inside	Open shelf storage, multiple cans, boxed	none	none	May required to be stored in flammable and hazardous storage building or area. Protection from below freezing temperatures may be required

Confidential
drodma@rlemerlaw.com
2022-08-09 11:37:38 -04'00'

Long Term Storage Guidlines For
Contra Costa 8 unit Equipment

Material type	Minimum in storage environment	Recommended Minimum Packaging for Storage	In-Storage Maintenance Recommendation	In-Storage Maintenance Intervals	Special Instructions
Electrode, weldinng	inside	Open shelf storage , individually sealed in metal cylindrical containers or cans	none	none	Once container seal has been broken, electrode must be stored in a heated environment.
Grease	inside	Open storage, tubes, pails, cans or boxed	none	none	none
Grout	inside	Pallet storage, bags or drums	none	none	none
Insulation, thermal	inside	Open shelf or pallet, retained in manufacturers container	none	none	Retain original manufacturers packaging wherever possible
Kit, epoxy coating	inside	Open shelf storage, boxed	none	none	Note-Protection from temperatures below freezing required
Lubricant, thread	inside	Open shelf storage in tubes, cans or bottles	none	none	Note-Protection from temperatures below freezing required
Oil, lubricating	inside	Pallet or rack storage in drums, pails, cans	none	none	none
Oil, lubricating, instrumentation	inside	Open shelf storage	none	none	Note-Protection from temperatures below freezing required
Oil, motor or engine	inside	Open shelf storage	none	none	none
Penetrant, dye	inside	Open shelf storage	none	none	Note-Protection from temperatures below freezing required
Sealant, silicon adhesive	inside	Open shelf storage	none	none	Note-Protection from temperatures below freezing required
Sealant, thread	inside	Open shelf storage individually bottled	none	none	Note-Protection from temperatures below freezing required
Sleeve, heat shrinkable	inside	Open shelf storage	none	none	Note-Protection from temperatures below freezing required
Solder, resin or rosin core	inside	Open shelf storage	none	none	Note-Protection from temperatures below freezing required
Tape, adhesive	inside	Open shelf storage	none	none	none
Tape, electrical	inside	Open shelf storage	none	none	none
Tie, cable	inside	Open shelf storage	none	none	none
Wire, welding/brazing	inside	Open shelf storage	none	none	Note-Protection from temperatures below freezing required. Maintain "flag-tagging" if provided by manufacturer
Component & Equipment Item					
Actuator, valve (air actuated and electro-mechanical)	inside	Open shelf storage, threaded and open ends protected	In accordance with engineering or manufacturers recommendation	In accordance with engineering or manufacturers recommendation	Note-Protection from temperatures below freezing required. Protect threaded and open ends during storage
Actuator, valve, mechanical	inside	Open shelf storage, openings covered	In accordance with engineering or manufacturers recommendation	In accordance with engineering or manufacturers recommendation	Protect threaded and open ends during storage
Blower/fan, without motor	outside protected	Pallet storage	none	none	Protect from damage during storage
Compressor	outside	Pallet storage	In accordance with engineering or manufacturers recommendation	In accordance with engineering or manufacturers recommendation	Protect from damage during storage

Confidential
drodman@niemerlaw.com
2022-08-09 11:37:23 -04'00'

Long Term Storage Guidlines For
Contra Costa 8 unit Equipment

Material type	Minimum in storage environment	Recommended Minimum Packaging for Storage	In-Storage Maintenance Recommendation	In-Storage Maintenance Intervals	Special Instructions
Demineralizer, without resin	outside	Palletized or skidded, internal openings and threaded connections protected	In accordance with engineering or manufacturers recommendation	In accordance with engineering or manufacturers recommendation	Internal opening and threded connections must be protectred during storage.
Dryer, air, centrifugal	outside protected	Pallet storage, individually packaged, piping thread connections protected	In accordance with engineering or manufacturers recommendation	In accordance with engineering or manufacturers recommendation	Internal opening and threded connections must be protectred during storage.
Dryer, air, chemical	outside protected	Open shelf storage, individually boxed with internal openings sealed, thread connections protected	In accordance with engineering or manufacturers recommendation	In accordance with engineering or manufacturers recommendation	Note-Protection from temperatures below freezing required. Protect threaded and open ends during storage
Dryer, air, electrostatic	outside protected	Pallet storage, individually packaged, piping thread connections protected	In accordance with engineering or manufacturers recommendation	In accordance with engineering or manufacturers recommendation	Piping thread connections must be protected during storage
Engine, internal combustion	outside protected	Skid or pallet mounted, openings protected	In accordance with engineering or manufacturers recommendation	In accordance with engineering or manufacturers recommendation	Protect openings during storage
Gear drive	inside	Pallet storage, shaft protected with sleeve or wrap	none	none	Coat with corrosion inhibitor during storage
Pump	Inside / outside protected	Open shelf or pallet storage with openings protected	In-storage maintenance in accordance with engineering direction	Per engineers schedule	None
Shock arrestor, snubber	inside	Open shelf or pallet storage	none	none	None
Valve, metallic, (ball, gate, globe, check, butterfly, and diaphragm), without actuator	inside	Open shelf storage, with open ends covered	none	none	Swing check valve may require additional packaging to prevent disc movement
Valve, plug	inside	Open shelf storage, with open ends covered	In-storage lubrication in accordance with manufacturers instructions	Per manufacturers instructions	None
Valve, relief	inside	Open shelf storage, flanged ends or openings protected and vertically oriented if manufacturer recommended	none	none	None
Valve, selenoid	inside	Open shelf storage, individually bagged or boxed	none	none	Note-Protection from temperatures below freezing required

Confidential
drodman@riemalaw.com
2022-03-09 14:37:16-0400

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT O
WARRANTY EXTENSIONS

- Combustion Turbine Generators;
- Steam Turbine Generator;
- Generator step-up transformers;
- HRSG; and
- Auxiliary transformers.

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT P
BUYER CONSENTS

- Unless an exemption is available, the Hart-Scott-Rodino filing waiting period has expired or been terminated early
- Any local governmental consent determined by Buyer to be necessary prior to Closing
- Section 203 Approval, if required
- CPUC Approval

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT Q
SELLER CONSENTS

1. Unless an exemption is available, the Hart-Scott-Rodino filing waiting period has expired or been terminated early

2. The CEC Authorization

3. Any local governmental consent determined by Sellers to be necessary prior to Closing

4. The following counterparties under the Assigned Contracts:

   (a) Vogt-Nem Incorporated

   (b) B&V

   (c) Waukesha Electric Systems

   (d) Pacific Gas and Electric Company

   (e) General Electric Company

   (f) State Building and Construction Trades Council of California and Contra Costa Building and Construction Trades Council

5. Section 203 Approval, if required

Confidential
drodman@remerlaw.com
2022-08-09 11:37:38 -0400

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT R
[GRANT DEED]

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Pacific Gas and Electric Company
5555 Florin-Perkins Road
Sacramento, CA 95826
Attn: Supervisor of Hydro Support

APN:_____

GRANT DEED AND EASEMENTS AGREEMENT (this "Agreement")

The undersigned declares that the DOCUMENTARY TRANSFER TAX is $ _____ and is

_____ computed on the full value of the interest or property conveyed; OR IS

_____ computed on the full value less value of liens or encumbrances remaining thereon at the time of sale.

Confidential
drojas@rienerlaw.com
2022-08-09 11:37:38 -0400

I. GRANT OF PROPERTY

A. For valuable consideration, receipt of which is hereby acknowledged, MIRANT DELTA, LLC, a Delaware limited liability company (the "Grantor"), hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (the "Grantee"), its interest in that certain parcel of land that is located in the unincorporated Contra Costa County, California, just north of the City of Antioch, as more particularly described in Exhibit A attached hereto (the "Property"), subject to (i) all matters of record and (ii) the reservation of rights set forth hereinbelow.

B. Notwithstanding anything herein to the contrary, all Retained Improvements (as defined hereinbelow) located upon the Property shall be and shall remain the property of Grantor, its successors and assigns, no matter how the same may be attached to the Property and shall at all times be deemed to be Grantor's personal property.

Grantee hereby acknowledges and agrees that the Property is granted "AS-IS, WHERE IS," without any warranty, including as to condition, specification, usefulness, repair or other characteristics, and GRANTOR HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF CONDITION, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

II. RESERVATION OF RIGHTS

A. Definitions. As used in this Agreement, the following defined terms have the meanings ascribed to them below:

"Additional Easements" means any additional easements granted or to be granted pursuant to Section II.B.2.

"AFC Permit" means the decision of the CEC issued in CEC Docket No. 00-AFC-1 on May 30, 2001 approving Grantor's Application for Certification of the CC8 Project, as amended by the order issued by the CEC in Docket No. 00-AFC-1C on July 19, 2006, as such decision may be further modified from time to time.

"Affiliate" of any Person means an individual or entity that directly or indirectly controls, is controlled by or is under common control with such Person, whether by ownership of an equity interest or otherwise.

"Agreement Dispute" has the meaning set forth in Section II.C.8.

"ATA Execution Date" means June 10, 2005.

"Business Day" means a day other than Saturday, Sunday or any day on which banks located in San Francisco, California are authorized or obligated to close.

"CAISO" means the California Independent System Operator, a California public benefit corporation, or its successor.

"CC8 Assets" has the meaning set forth in the CC8 Asset Transfer Agreement.

"CC8 Asset Transfer Agreement" means the Amended and Restated Asset Transfer Agreement, dated as of November 22, 2006, by and among Grantor, Mirant Procurement and Grantee.

"CC8 Project" means the proposed nominally rated 530 megawatt, natural gas-fired, combined cycle combustion turbine power project generally known as the Contra Costa Unit 8 Power Project, to be located on the Property, as more particularly described in the AFC Permit, and all appurtenant structures, fixtures, equipment and other personal and real property interests to be constructed, owned, used, operated, maintained or controlled by Grantee as part of such facility, whether completed or at any stage of development.

"CEC" means the California Energy Resources Conservation and Development Commission, also known as the California Energy Commission, or its regulatory successor.

"Contra Costa Power Plant" means the electricity generating facility in existence as of the date hereof that is (a) generally known as the Contra Costa Power Plant, (b) located on the Grantor's Benefitted Land, and (c) owned by Grantor, but excluding the CC8 Assets.

"Coordination Agreement" means the Coordination Agreement, dated as of November ___, 2006, by and between Grantor and Grantee.

"Damages" has the meaning set forth in Section II.C.2.a.

Confidential
broman@riemerlaw.com
2008-09-11 17:37:38 -0400

"Easements" has the meaning set forth in Section II.B.1.

"Governmental or Regulatory Authority" means any court, tribunal, arbitrator, authority, agency, body, bureau, commission, department, official or other instrumentality of the United States or any state, county, city or other political subdivision.

"Grantor Improvements" means, collectively, the Retained Improvements and any improvements that Grantor shall construct, install or place on, in or under the Easements after the date hereof in accordance with the terms and conditions set forth in Section II.B.7.

"Grantor's Benefitted Land" means the parcel of land owned by Grantor on which the Contra Costa Power Plant is situated, as more particularly described in Exhibit B.

"Improvements" means all fixtures, buildings, structures, improvements and personal property, including the CC8 Project, now or hereafter situated or erected on the Property or any part thereof and all fixture, machinery, equipment, all building equipment and other property of every kind or nature situated thereon or pertaining thereto or used in connection therewith, except the Grantor Improvements.

"Indemnification Claim Notice" has the meaning set forth in Section II.C.2.

"Indemnitee" has the meaning set forth in Section II.C.2.

"Initial Easements" has the meaning set forth in Section II.B.1.

"Law" means any Federal, state, regional or local law, statute or ordinance, or any law, rule, regulation, order, decision, code, Permit, interpretation, judgment, decree, directive, published guidelines, policy or similar form of pronouncement promulgated by any Governmental or Regulatory Authority having the effect and force of law.

"Liability" means any liability (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due).

"Mediation Trigger Date" has the meaning set forth in Section II.C.8.

"Mirant Procurement" means Mirant Special Procurement, Inc., a Delaware corporation.

"Party" and/or "Parties" means either or both of Grantor and Grantee, as the case may be.

"Permit" means, collectively, any Federal, state, regional or local government or regulatory permit, license, certificate, approval, registration, biological opinion or other authorization issued by any Governmental or Regulatory Authority, including any submitted application that constitutes an authorization, in each case as the same may be modified, amended or updated from time to time.

"Permitted Uses" has the meaning set forth in Section II.B.1.

Confidential
drodman@orrick.com
2022-08-09 11:37:38 04m

"Person" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or other entity that is not a Governmental or Regulatory Authority.

"Retained Improvements" means (a) the natural gas pipeline located on the Property and used as of the ATA Execution Date to provide natural gas to the Contra Costa Power Plant; (b) the wastewater discharge pipes, structures and facilities located on the Property and used as of the ATA Execution Date in connection with wastewater management and wastewater discharge for the Contra Costa Power Plant; and (c) the diesel fire pump and building located on the Property that are used as of the ATA Execution Date in connection with providing fire protection for the Contra Costa Power Plant.

"Rule Against Perpetuities" means Article 2 (commencing with Section 21205) of Chapter 1 of Part 2 of Division 11 of the California Probate Code, as the same may be amended, modified or supplemented from time to time.

"Third Party Claim" has the meaning set forth in Section II.C.2.

B. Reservation by Grantor.

1. Subject to the terms, conditions, restrictions and reservations set forth herein, Grantor, for itself and its successors and assigns, hereby reserves from the Property those certain easements appurtenant to the Grantor's Benefitted Land (and any current or future interest of Grantor therein) and in, on, along, over, under and across the Property as more particularly shown on Exhibit C (the "Initial Easements" and, together with any Additional Easements, the "Easements"), which shall be used by Grantor only (a) the operation and maintenance of the Contra Costa Power Plant and any other related activities on Grantor's Benefitted Land, (b) the operation, inspection, replacement, improvement, removal and maintenance of the Grantor Improvements and any other related activities, (c) the operation, inspection, replacement, improvement, removal and maintenance of a security gate and related improvements on the access road adjacent to Grantor's Benefitted Land, (d) access to and use of the dock located on the northeastern portion of the Property for purposes of launching boats and performing environmental monitoring and incident management, in each case in connection with the operation and maintenance of the Contra Costa Power Plant and related facilities, (e) drainage, discharge, retention and percolation of storm runoff from Grantor's Benefitted Land into the existing stormwater system located on the Premises, and the use of existing trench drains, pipelines, inlets, leachfields, valves, oily water separators, and other existing fixtures and equipment located on the Property that capture, transport and dispose of storm water runoff emanating from the Grantor's Benefitted Land, in each case in the manner occurring or used prior to the ATA Execution Date, and (f) the operation, inspection, replacement, improvement, removal and maintenance of the fire hydrants and underground water pipes used in connection with providing fire protection to the Contra Costa Power Plant and related facilities, and Grantor hereby reserves to itself (and its respective agents, contractors and employees) the right to enter onto the Property for the purpose of conducting the foregoing permitted uses of the Initial Easements and for the purpose of any Additional Easements specified in an amendment to this Agreement (the "Permitted Uses"). The Easements shall continue and be in full force and effect until such time as Grantor or its successors or assigns terminates its interests therein by recording the documentation set forth in Section II.B.10. hereof.

Confidential - Pursuant to Cal. Evid. Code § 1152 - 0400

2. If any of the Easements prove inadequate or unsatisfactory in the reasonable determination of Grantor in performing the Permitted Uses, Grantor may submit a good faith request to Grantee to amend this Agreement to grant such Additional Easements as may be reasonably required by Grantor. Grantee shall consider such request in good faith; provided, however, that (i) any grant of an Additional Easement shall be subject to the prior approval of the California Public Utilities Commission, (ii) Grantee may withhold its consent to any such reservation in its sole discretion, and (iii) this section shall not be construed as requiring Grantee to agree to amend this Agreement to grant any Additional Easements or to incur additional expense or Liability beyond that contemplated by the express terms hereof.

3. Each of the Easements: (i) is appurtenant to and benefits each and every portion of the Grantor's Benefitted Land, (ii) burdens those portions of the Property affected thereby, (iii) runs with the land benefited and burdened, (iv) is enforceable by each owner or lessee of the Grantor's Benefitted Land or any portion thereof against the owners from time to time of the Property encumbered by the Easements, (v) is non-exclusive and Grantee shall have the right to grant to others easement rights in and to all or any portion of the area covered by the Easements, provided that such additional easement rights shall not interfere with the easement rights reserved herein, and (vi) is reserved until such time as such Easements are terminated in accordance with the terms hereof.

4. Except as otherwise expressly provided herein, Grantor hereby agrees that it shall use the Easements only for the Permitted Uses and further agrees not to grant any easement or easements on, under or over the Easements without the written consent of Grantee.

5. Grantor shall abide by Grantee's safety and security rules and regulations applicable to Grantor's operations on the Easements then in effect and generally applicable to Grantee's employees and invitees, provided that copies of such safety and security rules have been provided to Grantor. Grantor shall use and occupy the Easements in accordance and compliance with all applicable Laws. Grantor shall not generate, bring, place, discharge or release on, in, under, or about any Easement any hazardous substances regulated or listed pursuant to any Law pertaining to the environment, public health or industrial hygiene, except as permitted by Law. Grantor shall promptly pay and discharge all claims for labor performed, supplies furnished and services rendered at the request of Grantor in connection with the Permitted Uses or otherwise related to the Easements and shall keep the Easements free of or discharge all mechanic's and materialmen's liens in connection therewith.

6. Grantee shall maintain at its sole cost and expense those portions of the Property burdened by the Easements in the same manner and condition as it is required to maintain the other portions of the Property under this Agreement; provided, however, that Grantee shall not be responsible for making any additional improvements to such Easements so as to accommodate their use by Grantor; and provided further that the foregoing shall not be construed as prohibiting Grantee from using those portions of the Property burdened by the Easements in any manner that does not interfere with the rights of Grantor hereunder.

7. Grantor shall not construct, install or place any improvements, structures or fixtures or permanently place personal property on, in or under the Easements not expressly contemplated by the Permitted Uses without the prior written consent of Grantee. Grantor shall be responsible for maintaining any and all Grantor Improvements. Except as expressly provided herein, in no event shall Grantee be responsible for maintaining any Grantor

confidential draft memorandum 2012-08-10 04:37:38 -0400

Improvements. Grantor shall have the right, at its sole cost, to trim foliage, cut roots in the area of the Easements, and enter upon and, after consultation with Grantee, dig, excavate or bore through or under the Easements as may be reasonable and necessary to perform any of the Permitted Uses. All Grantor Improvements shall remain the personal property of Grantor whether or not such property shall be permanently affixed to the Property. Other than damage caused by the negligence or willful misconduct of Grantee or its respective agents, contractors or employees, Grantor assumes all risks of damage to any of Grantor's Improvements.

8. Grantee makes no representation, express or implied, as to the suitability of the location, nature or scope of any of the Easements for any particular use, including the Permitted Uses. Grantee shall not be responsible for the provision of utility service to the Easements and Grantee makes no representation, express or implied, as to whether utility service shall be available to the Easements.

9. The covenants of the Parties made herein shall be deemed to be covenants running with the land pursuant to applicable Law, including Section 1468 of the California Civil Code, and each Party agrees, as covenantor, that each covenant to do or refrain from doing some act, with respect to the real property described herein or any portion thereof: (i) is for the benefit of the real property of the other Party hereto affected hereby, as the covenantee, (ii) runs with both the real property affected hereby owned by the covenantor and the real property affected hereby owned by the covenantee, and (iii) shall benefit and be enforceable by, in the case of covenantee, and be binding upon, in the case of covenantor, all successive owners of the real property affected hereby and every part thereof and all Persons having any interest therein derived from or through any owner of the property affected thereby during their period of ownership. Upon transfer of fee title to the real property burdened or benefited by the Easements, the transferring owner shall be released from all obligations hereunder accruing to the owner of the transferred property after the date of such transfer.

10. Notwithstanding anything to the contrary herein, any one or more of the Easements may be terminated and extinguished by mutual agreement of the Parties. In the event an Easement is terminated in accordance herewith, Grantor shall: (i) execute and deliver a quitclaim deed or termination instrument in form and substance reasonably satisfactory to Grantee, duly executed and acknowledged and in recordable form; (ii) remove any improvements, fixtures or personal property placed or installed on, in or under such Easement in violation of the terms of this Agreement and restore such Easement to substantially the same condition as existed prior to Grantor's use thereof; and (iii) release Grantee from any and all further obligations or Liabilities with respect to such Easement. Upon termination of all of the Easements, the Parties shall be released and discharged from any obligations arising or accruing under this section from and after the date of such termination except as otherwise expressly provided in this section; provided, however, that the Parties shall not be discharged or relieved from any obligation or Liability for any act or failure to act, or for any amounts payable, which may have accrued under the terms hereof prior to such termination.

11. Notwithstanding any other provision contained herein, if any property interest granted by this Agreement does not vest upon execution and delivery hereof and is subject to the Rule Against Perpetuities, it shall vest, if at all, within the time permitted by the Rule Against Perpetuities, including codifications thereof, currently in force in California.

C. Covenants and Agreements.

1. Insurance.

a. For so long as the Easements shall exist and burden the Property, Grantor shall, at its sole cost and expense, purchase and maintain the following insurance coverages and minimum amounts of insurance written by a company or companies having an A.M. Best rating of A-VII or equivalent:

(i) Commercial General Liability insurance coverage providing coverage of no less than ten million dollars ($10,000,000) per occurrence and including Comprehensive Form, Premises and Operations, Blanket Written Contractual, Broad Form Property Damage, Explosion, Collapse and Underground Hazard (XCU coverage), Sudden and Accidental Pollution and Personal Injury liability coverages. A cross liability and severability of interest clause shall be included;

(ii) Business Automobile Liability insurance including coverage for the operation of all owned, non-owned and hired vehicles including trailers with minimum limits of liability for bodily injury (including death) and property damage of ten million dollars ($10,000,000) combined single limit (and with no aggregate limit). Grantor's insurance shall cover occurrences both at and away from the Property and the Grantor's Benefitted Land; and

(iii) Workers' compensation insurance or its substantial equivalent for Grantor Personnel for statutory obligations imposed by workers' compensation or occupational disease Laws of the U.S. and California, with limits of no less than one million dollars ($1,000,000) per accident.

b. The policies maintained by Grantor in accordance with this Agreement shall be of the type carried by Grantor on other similar properties insured by Grantor. Grantor shall not discriminate against the CC8 Power Plant or any Antioch Plant in providing such insurance.

c. Simultaneous with the execution hereof, Grantor shall furnish to Grantee a certificate of insurance from its insurance carrier(s) showing that the above required insurance and endorsements are in full force and effect, the amount of the carrier's liability thereunder, and further providing that the insurance shall not be cancelled unless at least thirty (30) days' prior written notice has been given to Grantee. Upon expiration of any required policy, Grantor shall send renewal certificates to Grantee verifying continued compliance with Grantor's obligations hereunder. No such cancellation, modification or change shall affect Grantor's obligation to maintain the insurance coverages required by this Agreement. All certificates of insurance shall be in form and content reasonably acceptable to Grantee.

d. The obligation of Grantor to provide the insurance hereinabove specified shall not limit in any way Grantor's Liability or obligations under this Agreement.

Confidential
drouin@orrick.com
2022-08-09 11:37:32.0400

Grantor shall not violate or knowingly permit any violation of any conditions or terms of the policies of insurance required by this Agreement.

e. Grantor shall bear all cost for payment of any and all premiums (whether payable at inception or retroactive), deductibles or self-insured retentions under its policies and shall remain solely and fully liable for the full amount of any claim or item in accordance with and subject to the limitations set forth herein. Grantor's deductible shall encompass the costs of defense, including court costs and reasonable attorney's fees.

f. Unless prohibited by Law, Grantor's insurers shall, and, in the case of self-insurance by Grantor, Grantor shall, waive any right of recovery, under subrogation or otherwise, against Grantee, its Affiliates and its employees for first party property claims in all applicable policies maintained or self-insured in accordance herewith.

2. Indemnification.

a. Grantor shall indemnify, reimburse, defend and hold harmless Grantee and its Affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against any and all costs, losses, Liabilities, damages, lawsuits, deficiencies, claims and expenses (including reasonable fees and disbursements of attorneys) (collectively, the "Damages"), incurred in connection with, arising out of, resulting from or incident to (i) any injury to any Person or Persons or any damage to any property occasioned in any way as a result of Grantor's or its employees', agents' or contractors' use of the Easements; or (ii) Grantor's or its employees', agents' or contractors' use of the Easements, including Grantor's breach of its obligations under Section II.B.

b. THE INDEMNIFICATION OBLIGATIONS OF GRANTOR HEREUNDER SHALL NOT EXTEND TO INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR SIMILAR DAMAGES, INCLUDING BUSINESS INTERRUPTION, LOST PROFITS, LOST PRODUCTION AT ANY GENERATING UNIT OR REPLACEMENT POWER COSTS, EXCEPT TO THE EXTENT PAYABLE PURSUANT TO A THIRD PARTY CLAIM.

c. Grantee shall give Grantor written notice (an "Indemnification Claim Notice") within thirty (30) days of incurring any Damages or discovery of fact upon which Grantee intends to base a request for indemnification hereunder; provided, however, that the failure to give notice shall not result in a loss of rights or payment of Damages unless and to the extent that the failure to give notice shall result in higher costs to Grantor or shall prejudice the rights of Grantor. Each Indemnification Claim Notice must contain a description of the claim and the nature and amount of such Damages. Grantee shall furnish promptly to Grantor copies of all papers and official documents received in respect of any Damages. All indemnification claims in respect of Grantee, its Affiliates or their respective directors, officers, employees and agents (collectively, the "Indemnitees" and each an "Indemnitee") shall be made solely by Grantee.

d. If Grantee becomes aware of any matter it believes is indemnifiable hereunder involving any Damages claimed against Grantee by any third party (a "Third Party Claim"), Grantee shall give Grantor prompt written notice of such Third Party

Document Confidential
@orrick.com
2022-08-08 11:57:39 -0400

Claim. Such notice shall: (i) provide the basis on which indemnification is being asserted and (ii) be accompanied by copies of all relevant pleadings, demands and other papers related to the Third Party Claim and in the possession of Grantee. Grantor shall have a period of fifteen (15) Business Days after delivery of such notice to respond. If Grantor elects to defend the Third Party Claim, Grantor shall be obligated to diligently defend the Third Party Claim, at its own expense, and by counsel reasonably satisfactory to Grantee. Grantee shall cooperate reasonably, at the expense of Grantor, with Grantor and its counsel in the defense, and Grantee shall have the right to participate fully, at its own expense, in the defense of such Third Party Claim. Any settlement of a Third Party Claim defended by Grantor shall require the prior written consent of Grantee, such consent not to be unreasonably withheld or delayed. If Grantor fails to respond or responds within the required fifteen (15) Business Day period and declines or otherwise refuses to defend such Third Party Claim, Grantee shall be free, without prejudice to any of Grantee's rights hereunder, to compromise, settle or defend (and control the defense of) such Third Party Claim. In such case, Grantor shall cooperate reasonably, at its own expense, with Grantee and its counsel in the defense against such Third Party Claim, and Grantor shall have the right to participate fully, at its own expense, in the defense of such Third Party Claim.

e. The provisions of this paragraph 2 shall survive the termination or expiration of this Agreement.

f. The remedies set forth in this Section II.C.2. and II.C.1 shall be exclusive and in lieu of any other remedies that may be available to the Indemnitees pursuant to any statutory or common law with respect to any Damages of any kind or nature incurred directly or indirectly resulting from or arising out of any breach of this Agreement (including alleged breaches or inaccuracies of any representation, warranty or covenant or for any alleged misrepresentation but excluding any claims for actual fraud) or the transactions contemplated hereby; provided, however, either Party may seek appropriate equitable relief in a court of proper jurisdiction. Nothing herein is intended to, nor shall be construed to, affect, have an interpretative effect on, modify or terminate any other contract between any Party or its Affiliates or any rights or obligations under any such contracts.

3. Entire Agreement. This Agreement contains the entire agreement between the Parties respecting the matters herein set forth and supersedes all prior agreements between the Parties hereto respecting such matters; provided, however, that this Agreement shall not be construed as limiting or otherwise modifying the rights of the Parties under the CC8 Asset Transfer Agreement.

4. Headings. The paragraph headings herein contained are for purposes of identification only and shall not be considered in construing this Agreement.

5. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of either Party will not be materially and adversely affected thereby: (a) such provision will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or

Confidential
dredmar@orrick.com
2022-08-05 14:37:38 -0400

unenforceable provision or by its severance here from; and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar the terms of such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the Parties.

6. Notices. Except as otherwise expressly provided herein, all notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally against written receipt, by facsimile transmission with answer back confirmation or by nationally recognized overnight courier that maintains records of delivery to the Parties at the following addresses or facsimile numbers:

If to Grantee to:

Pacific Gas and Electric Company
Mail Code N12G
77 Beale Street
San Francisco, California 94105
Facsimile: (415) 973-0585
Attention: Vice President – Energy Procurement

With copies to:

Pacific Gas and Electric Company
Law Department, B30A
77 Beale Street
San Francisco, California 94105
Facsimile: (415) 973-5520
Attention: Chief Counsel Generation and Procurement

If to Grantor to:

Mirant Delta, LLC
696 West Tenth Street
Pittsburg, California 94565
Facsimile: (925) 427-3518
Attention: President

With copies to:

Mirant Corporation
1155 Perimeter Center West
Atlanta, Georgia 30338
Facsimile: (678) 579-5001
Attention: General Counsel

All such notices, requests and other communications will (a) if delivered personally to the address as provided in this section, be deemed given upon receipt, (b) if delivered by facsimile to the facsimile number as provided in this section, be deemed given upon receipt by the sender of the answer back confirmation; and (c) if delivered by overnight courier to the address as provided in this section, be deemed given upon receipt. Any Party from time to time may

drJvan@ziemerlaw.com
Confidential
2022-06-09 11:37:38 -0400

change its address or facsimile number for the purpose of notices to that Party by giving notice specifying such change to the other Party in accordance with the terms of this section.

7. Counterparts. This Agreement may be executed in any number of counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

8. Resolution of Conflicts. Resolution of any and all controversies, disputes and claims arising out of, relating to, in connection with or resulting from this Agreement (or any transaction contemplated hereby), including as to the interpretation, performance, non-performance, validity, breach or termination of this Agreement, whether the claim is based on contract, tort, regulation, rule, statute or constitution and any claims raising questions of law, whether arising before or after termination of this Agreement (each an "Agreement Dispute"), shall be exclusively governed by and settled in accordance with the provisions of this section. Unless otherwise agreed in writing, the Parties shall continue to perform their obligations under the provisions of this Agreement during the course of dispute resolution pursuant to the provisions of this section. Notice of an Agreement Dispute shall be provided to the Parties to this Agreement, which notice shall state with reasonable specificity the nature of the Agreement Dispute and the facts giving rise to such Agreement Dispute.

a. Negotiation and Mediation.

(i) The Parties shall make a good faith attempt to resolve any Agreement Dispute through negotiation. Within thirty (30) days after notice of an Agreement Dispute is given by a Party to the other Party, each Party shall select one or more representatives who are the president of Grantor (or the person filling the responsibilities and with the authority of the president) and a vice president of Grantee which representatives shall meet and make a good faith attempt to resolve such Agreement Dispute.

(ii) If such representatives fail to resolve an Agreement Dispute within thirty (30) days after the first meeting of the representatives or fail to meet within thirty (30) days after the date of the applicable notice of an Agreement Dispute (such date, the "Mediation Trigger Date"), the Parties shall seek resolution of the Agreement Dispute through mediation, with a mediator mutually acceptable to the Parties. The representatives of the Parties selected pursuant to (i) above shall be in attendance at the mediation.

(iii) If a settlement is mutually agreed upon as a result of the negotiation or mediation, then such settlement shall be recorded in writing, signed by the Parties, and shall be binding on them.

b. Arbitration.

(i) In the event that (A) the Parties fail to mutually agree upon a mediator pursuant to Section II.C.8.a(ii) within thirty (30) days after the Mediation Trigger Date or (B) any Agreement Dispute is not settled by the Parties within sixty (60) days after the Mediation Trigger Date, a Party may initiate arbitration by sending written notice to the other Party requesting arbitration and describing the Agreement Dispute and any proposed remedy. Within ten (10)

confidential
2020-09-09 11:57:38 -0400

Business Days after receipt of such notice, the Parties shall select a single arbitrator. If the Parties cannot agree on the selection of an arbitrator within ten (10) Business Days, the arbitrator shall be selected by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator selected under those procedures shall be a lawyer or retired judge with at least ten years' experience arbitrating complex commercial disputes.

(ii) The arbitration shall be conducted in the City and County of San Francisco, California and shall be governed by the Commercial Arbitration Rules of the American Arbitration Association, except as modified herein or as agreed by the Parties in writing.

(iii) The Parties shall have the right to conduct discovery in accordance with California Code of Civil Procedure Section 1238.05.

(iv) After giving the Parties due notice of hearing, the arbitrator shall hear the Agreement Dispute submitted for arbitration and shall provide a reasoned, written decision within ninety (90) days after the completion of the hearing or such other date selected by agreement of the Parties. The decision of the arbitrator shall conform to applicable Law. The procedural and substantive law applied in the arbitration shall be the law of the State of California without regard to its conflict of law principles, unless the claims or defenses raise issues of federal Law in which case federal substantive law shall apply to those particular claims or defenses. The arbitrator shall be bound to apply the Law, including the rules of evidence, and shall be empowered to hear and determine dispositive motions, including motions to dismiss and motions for summary judgment. The arbitrator shall have no authority to alter the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Parties, and a Party may petition a court to correct or vacate the decision only upon grounds that an award contained therein was procured by corruption, fraud or other undue means and may not petition a court to correct or vacate the decision for failure of the arbitrator to apply the Law or any other grounds or reasons. Judgment may be entered on the decision in any court of competent jurisdiction upon the application of any affected Party.

(v) The arbitrator shall have the right to issue temporary restraining orders, preliminary injunctions and final injunctions.

(vi) The arbitrator may award costs and reasonable attorneys' fees to the prevailing Party. If both Parties prevail in part, such fees may be allocated between the Parties in such amounts as may be determined by the arbitrator based on the relative merits and amounts of each Party's claims.

c. Specific Performance. Notwithstanding the Arbitration section in (b) above, (i) the Parties agree that irreparable damage may occur in the event that the provisions of this Agreement are not performed in all material respects in accordance with their specific terms or are otherwise breached in any material respect; and (ii) a Party shall, therefore, be entitled to seek a temporary restraining order or preliminary injunction from any court of competent jurisdiction to maintain the status quo or otherwise to

Confidential
draft@gibsondunn.com
2022-08-08 17:37:28 -0700

prevent a material breach of this Agreement and to enforce specifically the terms and provisions hereof until an arbitration proceeding can be commenced or an injunction hearing held.

9. Jurisdiction.

a. Exclusive Jurisdiction. Except as otherwise limited by applicable Law and subject to the dispute resolution procedures set forth in paragraph 8 above, each Party irrevocably and unconditionally submits to the exclusive jurisdiction of any California state court or federal court of the United States of America sitting in San Francisco, California, and any appellate court from any thereof, in any Action or Proceeding arising out of or related to this Agreement, or for recognition or enforcement of any judgment, and each Party hereby irrevocably and unconditionally agrees that all claims in respect of any such Action or Proceeding may be heard and determined in such California state court or, to the extent permitted by Law, in such federal court. Each Party agrees that a final judgment in any such Action or Proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

b. Waivers. Each Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now have or hereafter have to the laying of venue of any Action or Proceeding arising out of or relating to this Agreement in any California state court or federal court sitting in San Francisco, California, as the case may be. Each Party hereby irrevocably waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Action or Proceeding in any such court.

c. Consent to Service. Each Party irrevocably consents to service of process in the manner provided for notices herein. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

10. No Personal Liability. Each Party acknowledges and agrees that in no event shall any partner, shareholder, owner, officer, director, employee or Affiliate of either Party be personally liable to the other Party for any payments, obligations or performance due under this Agreement, or any breach or failure of performance of either Party, and the sole recourse for payment or performance of the obligations hereunder shall be against either Party and each of their respective assets and not against any other Person, except for such liability as expressly assumed by an assignee pursuant to an assignment of this Agreement in accordance with the terms hereof.

11. No Recourse to Affiliates. This Agreement is solely and exclusively between the Parties and any obligations created herein shall be the sole obligations of the Parties. No Party shall have recourse to any Affiliate of any other Party for performance of such obligations unless the obligations are guaranteed or assumed in writing by the Person against whom recourse is sought.

12. Exhibits. The exhibits and notices specifically referred to herein, and delivered pursuant hereto, are an integral part of this Agreement.

13. Construction. The Parties agree that they have been represented by counsel during the negotiation, preparation and execution of this Agreement and, therefore, waive the

Confidential
dreamdriverlaw.com
2022-09-11 31:38:04 -0400

application of any Law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

14. Waiver. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. No waiver by any Party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

15. Third Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of each Party and their respective successors or assigns and it is not the intention of the Parties to confer third-party beneficiary rights upon any Person.

16. Effect on Mortgage. A breach of any provision of this Agreement shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value on any portion of the Grantor's Benefitted Land. All lender's liens placed against the Easements shall be subordinate to the rights of Grantee in and to the Easements as set forth in this Agreement. Promptly following the recordation of this Agreement, if applicable, Grantor shall obtain subordination agreements from all lenders having security interests in the Grantor's Benefitted Land, pursuant to which such lenders agree to subordinate their respective deed of trusts or other applicable security interests to this Agreement and the Easements. The cost of obtaining such subordination agreements shall be Grantee's expense, and shall be limited to the reasonable third party out-of-pocket costs and fees incurred by Grantor arising from the drafting, negotiation, review and approval of such subordination agreements. Such subordination agreements shall be in a form and substance reasonably acceptable to Grantee and shall be delivered to Grantee for recordation.

17. Further Assurances. Each Party shall from time to time, at the request of the other Party, execute and deliver, or cause to be executed and delivered, such other instruments of conveyance and transfer and take such other actions as such Party may reasonably request, in order to consummate more effectively the transactions contemplated hereby.

18. Representations of Grantor. Grantor represents and warrants to Grantee as of the date hereof as follows:

a. Validity and Power. Grantor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all requisite power and authority to own its assets and carry on its business as currently conducted by it. Grantor is duly authorized and qualified to conduct its business in California.

b. Legal, Valid and Binding. Grantor has all necessary corporate or other power and authority and has taken all actions necessary to enter into this Agreement, to carry out the transactions contemplated hereby, and to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Grantor and, when executed and delivered by Grantee, will constitute a legal, valid and binding

Confidential
dneadman@orrick.com
2022-08-09 11:37:22 -0700

obligation of Grantor enforceable against it in accordance with its terms except as limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (ii) laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

c. Execution and Delivery. The execution and delivery by Grantor of this Agreement, the performance by it of its obligations under this Agreement, and the consummation of the transactions contemplated hereby do not and shall not:

(i) conflict with or result in a violation or breach of any of the terms, conditions or provisions of Grantor's Limited Liability Company Agreement;

(ii) conflict with or result in a violation or breach of any term or provision of any Law or Permit applicable to Grantor, any Antioch Plant or the Property; or

(iii) conflict with or result in a breach or default (or an event which, with notice or lapse of time or both, would constitute a breach or default) under, or result in the termination or cancellation of, or accelerate the performance required by, or result in the creation or imposition of any encumbrance upon any contract or lease to which Grantor is a party or by which Grantor is bound and which could have a material adverse effect on Grantor's ability to perform its obligations under this Agreement.

19. Representations of Grantee. Grantee represents and warrants to Grantor as of the date hereof as follows:

a. Validity and Power. Grantee is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has all requisite corporate power and authority to own its assets and carry on its business as currently conducted by it.

b. Legal, Valid and Binding. Grantee has all necessary corporate power and authority and has taken all corporate actions necessary to enter into this Agreement, to carry out the transactions contemplated hereby, and to authorize the execution and delivery of this Agreement by Grantee and the consummation of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Grantee and, when executed and delivered by Grantor, will constitute a legal, valid and binding obligation of Grantee enforceable against it in accordance with its terms except as limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (ii) laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

c. Execution and Delivery. The execution and delivery by Grantee of this Agreement, and the performance by it of its obligations under this Agreement and the consummation of the transactions contemplated hereby do not and shall not:

Confidential
drodman@orrick.com
2024-08-09 11:37:59 GMT

(i) conflict with or result in a violation or breach of any of the terms, conditions or provisions of Grantee's Articles of Incorporation or Bylaws;

(ii) conflict with or result in a violation or breach of any term or provision of any Law applicable to Grantee; or

(iii) conflict with or result in a breach or default (or an event which, with notice or lapse of time or both, would constitute a breach or default) under, or result in the termination or cancellation of, or accelerate the performance required by, or result in the creation or imposition of any encumbrance upon any contract or lease to which Grantee is a party or by which Grantee is bound and which could have a material adverse effect on Grantee's ability to perform its obligations under this Agreement.

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

MIRANT DELTA, LLC, a Delaware limited liability company, as Grantor

By: _____
Name:
Title:

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, as Grantee

By: _____
Name:
Title:

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

STATE OF CALIFORNIA)

COUNTY OF SAN FRANCISCO)

On _____, 2006, before me, _____, a Notary Public in and for said State, personally appeared _____, personally known to me (or 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 executed the same in his/her authorized capacity, and that by his/her signature on the within instrument such person, or the entity upon behalf of which such person acted, executed such instrument.

WITNESS my hand and official seal.

_____
(Signature of Notary Public)

[Affix Notary Seal]

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

STATE OF _____)

COUNTY OF _____)

On _____ before me, _____ , a notary public in and for said County and State, personally appeared _____ personally known to me (or 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 executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____

(Signature of Notary Public)

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT A

[PROPERTY LEGAL DESCRIPTION]

A PORTION OF PARCEL "A" DESCRIBED AND RECORDED IN DOCUMENT NUMBER 99-0103334 (DOC#99-0103334) IN THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY LOCATED IN THE UN-INCORPORATED AREA OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE AT THE SOUTHEAST CORNER OF PARCEL "A" (DOC#99-0103334) AND RUNNING THENCE, ALONG THE NORTH LINE OF WILBUR AVENUE, NORTH, 89° 03' 50" WEST, 464.11 FEET TO A NAIL AND TAG STAMPED "LS 4802"; THENCE, NORTH 00° 47' 10" EAST, 1105.66 FEET TO A POINT OF TANGENCY MARKED BY A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 4802"; THENCE, ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 68.00 FEET, A DELTA OF 51° 10' 06" AND AN ARC LENGTH OF 60.73 FEET TO A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 4802"; THENCE NORTH 50° 22' 56" WEST, 44.47 FEET TO A POINT IN THE EAST LINE OF PARCEL "B" DESCRIBED AND RECORDED IN DOCUMENT NUMBER 99-0103334 (DOC#99-0103334) IN THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY, WHICH SAID POINT BEARS NORTH 00° 47' 10" EAST, 429.76 FEET FROM THE SOUTHEAST CORNER OF SAID PARCEL "B" (DOC#99-0103334); THENCE, ALONG THE EAST LINE OF PARCEL "B" (DOC#99-0103334) NORTH 00° 47' 10" EAST, 154.20 FEET TO THE NORTHEAST CORNER OF PARCEL "B" (DOC#99-0103334); THENCE, ALONG THE NORTH LINE OF PARCEL "B" (DOC#990103334), NORTH 89° 06' 50" WEST, 163.43 FEET TO A POINT OF CUSP; THENCE LEAVING SAID NORTH LINE ALONG A CURVE TO THE RIGHT HAVING A RADIAL BEARING OF NORTH 69° 27' 14" EAST, A RADIUS OF 620.00 FEET, A DELTA OF 21° 35' 54" AND AN ARC LENGTH OF 233.72 FEET TO A POINT OF TANGENCY MARKED BY A 1" IRON PIPE WITH PLASTIC CAP STAMPED "LS 4802"; THENCE, NORTH 01° 03' 08" EAST, 380.39 FEET TO A 1" IRON PIPE WITH PLASTIC CAP STAMPED "LS 4802"; THENCE, NORTH 48° 26' 32" EAST, 71.79 FEET TO A NAIL AND TAG STAMPED "LS 4802"; THENCE, NORTH 00° 59' 26" EAST, 451.05 FEET TO A NAIL AND TAG STAMPED "LS 4802"; THENCE, SOUTH 87° 09' 11" EAST 197.66 FEET TO A POINT WHICH BEARS SOUTH 87° 09' 11" EAST, 5.00 FEET FROM A NAIL AND TAG STAMPED "LS 4802"; THENCE, NORTH 07° 18' 15" EAST, 97.00 FEET TO A STEEL FENCE POST CORNER; THENCE, SOUTH 81 °45' 55" EAST, 122.77 FEET TO A STEEL FENCE POST CORNER; THENCE, SOUTH 00° 29' 42" WEST, 79.16 FEET TO A STEEL FENCE POST CORNER; THENCE, NORTH 89° 41' 11" EAST, 64.75 FEET TO A STEEL GATE POST; THENCE, NORTH 63° 51' 15" EAST, 21.20 FEET TO A STEEL GATE POST; THENCE, NORTH 12° 04' 06" EAST, 94.19 FEET; THENCE, NORTH 80° 25' 35" EAST, 107.67 FEET; THENCE, NORTH 39° 28' 06" EAST, 220.11 FEET TO A POINT IN THE EAST LINE OF PARCEL "A" (DOC#99-0103334), WHICH SAID POINT BEARS NORTH 00° 50' 30" EAST, 2739.03 FEET FROM AN ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE; THENCE ALONG THE EAST BOUNDARY OF SAID PARCEL "A" (DOC#99-0103334), SOUTH 00° 50' 30" WEST,

Unofficial Document

2739.03 FEET, RETURNING TO THE POINT OF BEGINNING, THE DESCRIBED PARCEL CONTAINS 33.63 ACRES.

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT B
[GRANTOR'S BENEFITTED LAND]

PARCEL "A"

A PORTION OF PARCEL "A" DESCRIBED AND RECORDED IN DOCUMENT NUMBER 99-0103334 (DOC#99-0103334) IN THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY LOCATED IN THE UN-INCORPORATED AREA OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PUNCHED 1" BRASS DISK COMMON TO THE CORNERS OF SECTIONS 16, 17, 20 AND 21 OF SAID TOWNSHIP AND RUNNING THENCE, SOUTH 89° 04' 50" EAST, 661.00 FEET AND NORTH 00° 47' 10" EAST, 42.00 FEET TO AN ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE, SAID POINT BEING THE TRUE POINT OF BEGINNING AND IS LOCATED IN THE EASTERN BOUNDARY LINE OF THAT PARCEL OF LAND DESCRIBED AND RECORDED IN BOOK 1217 AT PAGE 398 (1217 OR 398) OF THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY.

THENCE, FROM SAID TRUE POINT OF BEGINNING, ALONG SAID EAST BOUNDARY LINE (1217 OR 398), NORTH 00° 47' 10" EAST, 2159.13 FEET TO A POINT IN THE ORDINARY HIGH WATER MARK ON THE SOUTHERLY SIDE OF THE SAN JOAQUIN RIVER; THENCE, ALONG SAID HIGH WATER MARK, NORTH 58° 59' 10" EAST, 208.03 FEET; THENCE, NORTH 00° 55' 10" EAST, 58.05 FEET TO A POINT IN THE ORDINARY LOW TIDE LINE; THENCE, ALONG SAID LOW TIDE LINE THE FOLLOWING COURSES, NORTH 68° 13' 10" EAST, 693.67 FEET; THENCE, NORTH 74° 00' 10" EAST, 981.16 FEET; THENCE, SOUTH 81° 01' 52" EAST, 1011.22 FEET TO A POINT IN THE EAST LINE OF PARCEL "A" (DOC#99-0103334), WHICH SAID POINT BEARS NORTH 00° 50' 30" EAST, 2739.03 FEET FROM AN ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE; THENCE ALONG THE EAST BOUNDARY OF SAID PARCEL "A" (DOC#99-0103334), SOUTH 00° 50' 30" WEST, 2739.03 FEET TO SAID ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE AT THE SOUTHEAST CORNER OF PARCEL "A" (DOC#99-0103334) SAID POINT ALSO BEING ON THE NORTHERN RIGHT OF WAY LINE OF WILBUR AVENUE; THENCE, ALONG SAID RIGHT OF WAY, NORTH 89° 03' 50" WEST, 779.45 FEET; THENCE, NORTH 89° 04' 50" WEST, 1975.69 FEET RETURNING TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL "B"

COMMENCING AT AN ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE AT THE SOUTHEAST CORNER OF PARCEL "A" (DOC#99-0103334) AND RUNNING THENCE, ALONG THE NORTH RIGHT OF WAY LINE OF WILBUR AVENUE, NORTH 89° 03' 50" WEST, 524.11 FEET; THENCE, LEAVING SAID RIGHT OF WAY AND RUNNING NORTH 00° 47' 10" EAST, 756.60 FEET TO THE TRUE

Document is NOT OFFICIAL! This Document is the property of the Contra Costa County Recorder's Office. Unauthorized reproduction of this document is prohibited. Do not duplicate or resell this document. Any unauthorized use constitutes acceptance of these terms. 2022-0026037 1:37:36 PM Page 10 of 10

POINT OF BEGINNING, SAID POINT BEING THE SOUTHEAST CORNER OF PARCEL "B" AS DESCRIBED IN DOCUMENT NUMBER 99-0103334 (DOC#99-0103334) IN THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY; THENCE, ALONG THE BOUNDARY OF SAID PARCEL "B" (DOC#99-0103334) THE FOLLOWING COURSES; NORTH 89° 06' 50" WEST, 1213.84 FEET; NORTH 00° 53' 10" EAST, 24.94 FEET; NORTH 89° 06' 50" WEST, 446.07 FEET ; NORTH 00° 53' 10" EAST, 226.17 FEET; NORTH 20° 12' 00" WEST, 215.78 FEET; NORTH 89° 06' 50" WEST, 37.13 FEET; NORTH 00° 53' 10" EAST, 59.70 FEET; NORTH 45° 53' 10" EAST, 14.62 FEET; SOUTH 89° 06' 50" EAST, 657.72 FEET TO A POINT OF TANGENCY; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET, A DELTA OF 48° 49' 21" AND AN ARC LENGTH OF 153.38 FEET TO A POINT OF CUSP; THENCE, SOUTH 89° 06' 50" EAST, 806.68 FEET TO A POINT OF CUSP; THENCE LEAVING THE NORTH LINE OF PARCEL "B" (DOC#99-0103334) ALONG A CURVE TO THE RIGHT HAVING A RADIAL BEARING OF NORTH 69° 27' 14" EAST, A RADIUS OF 620.00 FEET, A DELTA OF 21° 35' 54" AND AN ARC LENGTH OF 233.72 FEET TO A POINT OF TANGENCY MARKED BY A 1" IRON PIPE WITH PLASTIC CAP STAMPED "LS 4802"; THENCE, NORTH 01° 03' 08" EAST, 380.39 FEET TO A 1" IRON PIPE WITH PLASTIC CAP STAMPED "LS 4802"; THENCE, NORTH 48° 26' 32" EAST, 71.79 FEET TO A NAIL AND TAG STAMPED "LS 4802" ; THENCE, NORTH 00° 59' 26" EAST, 451.05 FEET TO A NAIL AND TAG STAMPED "LS 4802"; THENCE, SOUTH 87° 09' 11" EAST 197.66 FEET TO A POINT WHICH BEARS SOUTH 87° 09' 11" EAST, 5.00 FEET FROM A NAIL AND TAG STAMPED "LS 4802"; THENCE, NORTH 07° 18' 15" EAST, 97.00 FEET TO A STEEL FENCE POST CORNER; THENCE, SOUTH 81° 45' 55" EAST, 122.77 FEET TO A STEEL FENCE POST CORNER; THENCE, SOUTH 00° 29' 42" WEST, 79.16 FEET TO A STEEL FENCE POST CORNER; THENCE, NORTH 89° 41' 11" EAST, 64.75 FEET TO A STEEL GATE POST; THENCE, NORTH 63° 51' 15" EAST, 21.20 FEET TO A STEEL GATE POST; THENCE, NORTH 12° 04' 06" EAST, 94.19 FEET; THENCE, NORTH 80° 25' 35" EAST, 107.67 FEET; THENCE, NORTH 39° 28' 06" EAST, 220.11 FEET TO A POINT IN THE EAST LINE OF PARCEL "A" (DOC#99-0103334), WHICH SAID POINT BEARS NORTH 00° 50' 30" EAST, 2739.03 FEET FROM AN ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE; THENCE ALONG THE EAST BOUNDARY OF SAID PARCEL "A" (DOC#99-0103334), SOUTH 00° 50' 30" WEST, 2739.03 FEET TO AN ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE AT THE SOUTHEAST CORNER OF PARCEL "A" (DOC#99-0103334), SAID POINT ALSO BEING ON THE NORTHERN RIGHT OF WAY LINE OF WILBUR AVENUE; THENCE, ALONG SAID RIGHT OF WAY, NORTH 89° 03' 50" WEST, 464.11 FEET TO A NAIL AND TAG STAMPED "LS 4802" ; THENCE, NORTH 00° 47' 10" EAST, 1105.66 FEET TO A POINT OF TANGENCY MARKED BY A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 4802"; THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 68.00 FEET, A DELTA OF 51° 10' 06" AND AN ARC LENGTH OF 60.73 FEET TO A POINT OF TANGENCY MARKED BY A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 4802"; THENCE NORTH 50° 22' 56" WEST, 44.47 FEET TO A POINT IN THE EAST LINE OF PARCEL "B" (DOC#99-0103334) WHICH BEARS NORTH 00° 47' 10" EAST, 429.76 FEET FROM THE POINT OF BEGINNING; THENCE, SOUTH 00° 47' 10" WEST, 429.76 FEET RETURNING TO THE POINT OF BEGINNING.

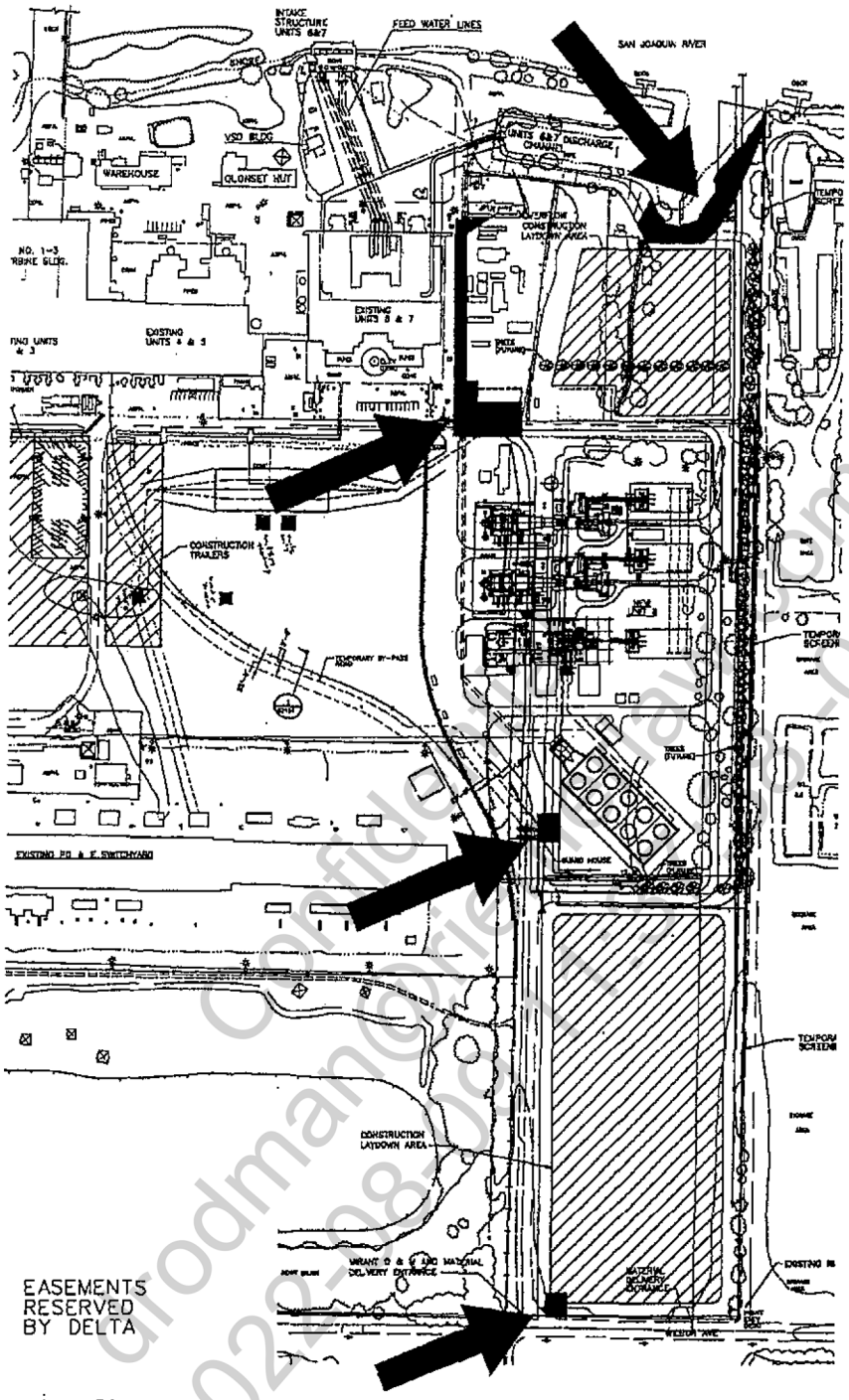
Contra Costa County
Exhibit B
2-27-2007

THE DESCRIBED PARCEL "A", LESS THE EXCEPTION DESCRIBED HEREIN CONTAINS 113.63 ACRES.

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT C
[INITIAL EASEMENTS]

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400



LEGEND

EASEMENTS RESERVED BY DELTA

NOTE:
ARROWS INCLUDED ONLY FOR CLARIFICATION OF EASEMENT LOCATIONS.

Location of Original Map –

0' 100' 200'

Filed in permanent record at:

APPROVED BY								
			P G & E Land Rights Services					
			245 Market Street, Mail Code N10A					
			San Francisco, CA 94105					
		11/22/06	EASEMENTS RESERVED BY DELTA		SEB			
	REV	DATE	DESCRIPTION	GM	DWN	CHKD	SUPV	APVD

GM	CIVIL		B/M
SUPV	CC8 EASEMENT BOUNDARIES:		DWG LIST
DSGN	RESERVED BY DELTA		SUPSDS
DWG			SUPSD BY
CHKD	HYDRO GENERATION DEPARTMENT		SHEET NO OF
O K	PACIFIC GAS AND ELECTRIC COMPANY		DRAWING NUMBER / REV
DATE / SCALE	SAN FRANCISCO, CALIFORNIA		MICROFILM

Confidential Draft
drodman@friantwater.com
2022-08-30 11:02:12-0400

EXHIBIT R-1
[CC8 IMPROVEMENTS GRANT DEED]

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

PACIFIC GAS AND ELECTRIC COMPANY
5555 FLORIN-PERKINS ROAD
SACRAMENTO, CA 95826
ATTN: SUPERVISOR OF HYDRO SUPPORT

MAIL TAX STATEMENTS TO:

NAME	CAPITOL ACCOUNTING, BIIA
STREET	P.O. BOX 770000
CITY/STATE	SAN FRANCISCO, CA 94177-0001

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

Grant Deed

* The transfer tax is shown on a separate sheet attached hereto and is not to be made a part of the public record.

By this instrument, dated as of November ____, 2006, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MIRANT DELTA, LLC**, a Delaware limited liability company ("Grantor"), hereby GRANTS to **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation ("Grantee"), all of Grantor's right, title and interest in and to the following (the "Improvements"): all improvements situated on a portion of the real property located in the County of Contra Costa, State of California, as more particularly described in **Exhibit A** attached hereto (the "Real Property"), which portion is described in **Exhibit B** (the "CC8 Parcel"), including, the warehouse and concrete pads currently situated thereon, together with all rents, issues or profits thereof, but excluding the following: (a) the natural gas pipeline located on the CC8 Parcel and used as of June 10, 2005 to provide natural gas to the Grantor's electricity generating facility generally known as the Contra Costa Power Plant ("Contra Costa Power Plant"); (b) all wastewater discharge pipes, structures and facilities located on the CC8 Parcel, if any, that are used as of June 10, 2005 in connection with wastewater management and wastewater discharge for the Contra Costa Power Plant; (c) the power pole, emergency sirens, antennas and power and communications lines located on the CC8 Parcel and used as of June 10, 2005 in connection with the emergency response needs of the Contra Costa Power Plant; (d) all identifying signage for the Contra Costa Power Plant located on the CC8 Parcel as of June 10, 2005 and (e) any improvements otherwise comprising the Excluded Assets (as such term is defined in that certain Amended and Restated Asset Transfer Agreement, dated as of November 22, 2006, by and among Grantor, Mirant Special Procurement, Inc. and Grantee).

Grantee hereby acknowledges and agrees that the Improvements are granted "AS-IS, WHERE IS," without any warranty, including as to condition, specification, usefulness, repair, or other characteristics, and GRANTOR HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF CONDITION, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

* * *

Proprietary & Confidential
2006-0600 6 1 5 2 9 -0400

This Grant Deed shall be deemed to have been executed as of the date first written above.

GRANTOR:

_____
Name:
Title:
MIRANT DELTA, LLC,
a Delaware Limited Liability Company

ACCEPTANCE:

Grantee, by execution of this Grant Deed, hereby accepts the grant of the Improvements upon the conditions and reservations stated in this Grant Deed.

GRANTEE:

_____
Name:
Title:
PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

Confidential
drodman@rjemerlaw.com
2022-08-09 11:37:38 -0400

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO) ss.

On _____, 2006, before me, _____, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____

My Commission expires:

_____

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

STATE OF CALIFORNIA)
ss.
COUNTY OF)

On _____, 200___, before me, _____, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____

My Commission expires:

_____

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT A
TO
DEED

LEGAL DESCRIPTION OF THE REAL PROPERTY

PARCEL "A" OF THAT CERTAIN LOT LINE ADJUSTMENT RECORDED IN DOCUMENT NUMBER 99-0097773-00 OF THE COUNTY RECORDER'S OFFICE OF CONRTA COSTA COUNTY, CALIFORNIA.

PORTION OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS; ALL BEARINGS AND DISTANCES BEING ON CALIFORNIA ZONE 3 COORDINATE SYSTEM.
BEGINNING AT A DISK IN A CONCRETE BASE MARKED P.G.& E. PROPERTY CORNER, BEING AT A POINT THAT BEARS SOUTH 89° 04' 50" EAST 661.00 FEET AND NORTH 00° 47' 10" EAST 42.00 FEET FROM THE CORNER COMMON TO SECTIONS 16, 17, 20, AND 21 OF SAID TOWNSHIP, SAID POINT OF BEGINNING IS IN THE EASTERN BOUNDARY LINE OF PROPERTY DESCRIBED IN THE DECREE QUIETING TITLE, DATED JUNE 30, 1948, IN THE MATTER OF FIBREBOARD PRODUCTS, INC., A CORPORATION, VS. RALPH M. BEEDE, ET AL, CASE NO. 42707, SUPERIOR COURT, CONTRA COSTA COUNTY, CALIFORNIA, A CERTIFIED COPY THEREOF RECORDED JUNE 30, 1948, IN BOOK 1217 OF OFFICIAL RECORDS, PAGE 398, AND RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG SAID BOUNDARY LINE, NORTH 00° 47' 10" EAST 2159.13 FEET TO A POINT IN THE ORDINARY HIGHWATER MARK ALONG THE SOUTHERLY SIDE OF THE SAN JOAQUIN RIVER; THENCE ALONG SAID ORDINARY HIGHWATER MARK NORTH 58° 59' 10" EAST 208.03 FEET; THENCE NORTH 00° 55' 10" EAST 58.05 FEET TO A POINT IN THE ORDINARY LOW TIDE LINE; THENCE ALONG SAID LOW TIDE LINE THE FOLLOWING COURSES, NORTH 68° 13' 10" EAST 693.67 FEET, NORTH 74° 00' 10" EAST 981.16 FEET, AND SOUTH 81° 01' 50" EAST 1011.23 FEET TO POINT THAT BEARS NORTH 00° 50' 30" EAST 2739.03 FEET FROM A DISK IN A CONCRETE BASE THAT MARKS THE SOUTHEAST CORNER OF THE P. G. & E. PROPERTY; THENCE SOUTH 00° 50' 30" WEST 139.86 FEET TO A POINT ON THE ORDINARY HIGH WATER MARK; THENCE CONTINUING ALONG SAID LINE SOUTH 00° 50' 30" WEST 2599.17 FEET TO SAID DISK AT SAID SOUTHEAST CORNER, SAID POINT BEING ALSO IN THE NORTHERN RIGHT OF WAY OF WILBUR AVE.; THENCE ALONG SAID NORTHERN LINE OF WILBUR AVE. NORTH 89° 03' 50" WEST 779.45 FEET AND NORTH 89° 04' 50" WEST 1975.69 FEET TO THE POINT OF BEGINNING.
CONTAINING 168.700 ACRES, MORE OR LESS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:
PARCEL "B"

BEGINNING AT A POINT THAT BEARS NORTH 89° 03' 50" WEST 524.11 FEET AND NORTH 00° 47' 10" EAST 756.60 FEET FROM THE SOUTHEAST CORNER OF PARCEL "A" ABOVE; THENCE NORTH 89° 06' 50" WEST 1213.84 FEET; THENCE NORTH 00° 53' 10" EAST 24.94 FEET; THENCE NORTH 89° 06' 50" WEST 446.07 FEET; THENCE NORTH 00° 53' 10" EAST 226.17 FEET; THENCE NORTH 20° 12' 00" WEST 215.78 FEET; THENCE NORTH 89° 06' 50" WEST 37.13 FEET; THENCE NORTH 00° 53' 10" EAST 59.70 FEET; THENCE NORTH 45° 53' 10" EAST 14.62 FEET; THENCE SOUTH 89° 06' 50" EAST 657.72 FEET; THENCE ALONG A TANGENT CURVE TO LEFT WITH A RADIUS OF 180.00 FEET A DISTANCE OF 153.38 FEET TO A POINT OF CUSP; THENCE SOUTH 89° 06' 50" EAST 970.11 FEET; THENCE SOUTH 00° 47' 10" WEST 583.96 FEET TO THE POINT OF BEGINNING.
CONTAINING 21.439 ACRES, MORE OR LESS.

EXHIBIT B
TO
DEED

DESCRIPTION OF CC8 PARCEL

A PORTION OF PARCEL "A" DESCRIBED AND RECORDED IN DOCUMENT NUMBER 99-0103334 (DOC#99-0103334) IN THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY LOCATED IN THE UN-INCORPORATED AREA OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE AT THE SOUTHEAST CORNER OF PARCEL "A" (DOC#99-0103334) AND RUNNING THENCE, ALONG THE NORTH LINE OF WILBUR AVENUE, NORTH, 89° 03' 50" WEST, 464.11 FEET TO A NAIL AND TAG STAMPED "LS 4802"; THENCE, NORTH 00° 47' 10" EAST, 1105.66 FEET TO A POINT OF TANGENCY MARKED BY A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 4802"; THENCE, ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 68.00 FEET, A DELTA OF 51° 10' 06" AND AN ARC LENGTH OF 60.73 FEET TO A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 4802"; THENCE NORTH 50° 22' 56" WEST, 44.47 FEET TO A POINT IN THE EAST LINE OF PARCEL "B" DESCRIBED AND RECORDED IN DOCUMENT NUMBER 99-0103334 (DOC#99-0103334) IN THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY, WHICH SAID POINT BEARS NORTH 00° 47' 10" EAST, 429.76 FEET FROM THE SOUTHEAST CORNER OF SAID PARCEL "B" (DOC#99-0103334); THENCE, ALONG THE EAST LINE OF PARCEL "B" (DOC#99-0103334) NORTH 00° 47' 10" EAST, 154.20 FEET TO THE NORTHEAST CORNER OF PARCEL "B" (DOC#99-0103334); THENCE, ALONG THE NORTH LINE OF PARCEL "B" (DOC#990103334), NORTH 89° 06' 50" WEST, 163.43 FEET TO A POINT OF CUSP; THENCE LEAVING SAID NORTH LINE ALONG A CURVE TO THE RIGHT HAVING A RADIAL BEARING OF NORTH 69° 27' 14" EAST, A RADIUS OF 620.00 FEET, A DELTA OF 21° 35' 54" AND AN ARC LENGTH OF 233.72 FEET TO A POINT OF TANGENCY MARKED BY A 1" IRON PIPE WITH PLASTIC CAP STAMPED "LS 4802"; THENCE, NORTH 01° 03' 08" EAST, 380.39 FEET TO A 1" IRON PIPE WITH PLASTIC CAP STAMPED "LS 4802"; THENCE, NORTH 48° 26' 32" EAST, 71.79 FEET TO A NAIL AND TAG STAMPED "LS 4802"; THENCE, NORTH 00° 59' 26" EAST, 451.05 FEET TO A NAIL AND TAG STAMPED "LS 4802"; THENCE, SOUTH 87° 09' 11" EAST 197.66 FEET TO A POINT WHICH BEARS SOUTH 87° 09' 11" EAST, 5.00 FEET FROM A NAIL AND TAG STAMPED "LS 4802"; THENCE, NORTH 07° 18' 15" EAST, 97.00 FEET TO A STEEL FENCE POST CORNER; THENCE, SOUTH 81° 45' 55" EAST, 122.77 FEET TO A STEEL FENCE POST CORNER; THENCE, SOUTH 00° 29' 42" WEST, 79.16 FEET TO A STEEL FENCE POST CORNER; THENCE, NORTH 89° 41' 11" EAST, 64.75 FEET TO A STEEL GATE POST; THENCE, NORTH 63° 51' 15" EAST, 21.20 FEET TO A STEEL GATE POST; THENCE, NORTH 12° 04' 06" EAST, 94.19 FEET; THENCE, NORTH 80° 25' 35" EAST, 107.67 FEET; THENCE, NORTH 39° 28' 06" EAST, 220.11 FEET TO A POINT IN THE EAST LINE OF PARCEL "A" (DOC#99-0103334), WHICH SAID POINT BEARS NORTH 00° 50' 30" EAST, 2739.03 FEET FROM AN

Conformed Copy
2022-0026041-00
03/30/2022 01:07:30 PM

ALUMINUM DISK MARKED "PG&E PROPERTY CORNER" SET IN A CONCRETE BASE; THENCE ALONG THE EAST BOUNDARY OF SAID PARCEL "A" (DOC#99-0103334), SOUTH 00° 50' 30" WEST, 2739.03 FEET, RETURNING TO THE POINT OF BEGINNING, THE DESCRIBED PARCEL CONTAINS 33.63 ACRES.

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT S
LEGAL DESCRIPTION OF MONTEZUMA ENHANCEMENT SITE

The parcel of land described and designated PARCEL NO. THREE in the Deed from Hazel L. Stratton to Pacific Gas and Electric Company dated September 21, 1964 and recorded September 22, 1964 in Book 1294 of Official Records at Page 628, Solano County Records, California (the "Land"), and further described as follows:

All that portion of that tract of land situated and being on the north or right side of the Sacramento River in the County of Solano, State of California, in Sections 25 and 26 of Township 3 North, Range 1 East, M.D.B.&M., that lies below an elevation approximately 35 feet above United States Engineer Department Datum, and more particularly described as follows:

Beginning at a point, which point is the most Northeasterly corner of that tract of land to which easement rights were obtained from Lindsey P. Marshall by the United States of America by condemnation proceedings in that certain Action No. 15617 in the District Court, Second Division of the United States for the Northern District of California, dated February 15, 1913, and entitled: "United States vs. Lindsey P. Marshall et al", recorded April 2, 1913 in Book 208 of Deeds at Page 47, Solano County Records, California, which point bears South 47° 51' 30" East 3462.6 feet from an established point, being United States Geological Survey Pier No. 2; thence from said point of beginning along the boundary line common to the lands of Lindsey P. Marshall and the lands of Annie Kierce, et al., which boundary line is the most easterly line of that tract of land conveyed by Orville M. Brown to Lindsey P. Marshall by Deed dated September 28, 1897, and recorded in Book 128 of Deeds, Page 278, of Solano County Records, the following courses: N 22° 06' East 1044.6 feet, North 62° West 551.2 feet, North 68° 15' West 698.3 feet, North 13° East 138.6 feet, North 32° East 670.0 feet, and North 13° 30' East 227 feet to the approximate 35 foot contour; thence leaving the boundary line common to the lands of Lindsey P. Marshall and Annie Kierce et al, and following approximately the 35 foot contour, over the lands of Lindsey P. Marshall as follows: South 28° 20' West 193.8 feet, South 49° 08' West 101 feet, South 77° 44' West 175.1 feet, South 17° 42' West 207 feet, South 40° 40' West 97 feet, South 86° 24' West 76 feet, North 41°10' West 219 feet, North 16° 04' West 148 feet, North 23° 36' East 191 feet, North 49° 23' West 125 feet, North 13° 58' West 100 feet, North 0° 56' East 120 feet, North 11° 48' West 156 feet, North 3° 30' West 157 feet, North 2° 17' West 132 feet, North 22° 44' East 412 feet, North 29° 33' East 228 feet, South 72° 37' West 187.1 feet, South 36° 11' West 175 feet, South 71° 57' West 92.1 feet, North 76° 02' West 185.1 feet, South 33° 44' East 137 feet, South 23° 21' East 94 feet, South 13° 14' West 157 feet, South 2° 59' West 399 feet, South 0° 53' West 234 feet, South 26° 23' West 148 feet, South 2° 27' East 253 feet, South 11° 35' West 64 feet, South 87° 21'

Courtesy Copy
dfgcontracts@pge.com
(925) 328-5400

West 74 feet, North 65° 26' West 189.1 feet, North 81° 54' West 210.1 feet, South 80° 59' West 129.1 feet, North 40° 22' West 116 feet, North 83° 10' West 134.1 feet, North 62° 13' West 92 feet, North 24° 36' West 113 feet, North 4° 02' East 171 feet, South 62° 08' West 163.1 feet, South 26° 48' West 171 feet, and South 85° 26' West 81.1 feet to a point which bears South 69° 32' West 39.8 feet from said United States Geological Survey Pier No. 2; thence leaving said 35 foot contour and crossing the swamp lands as follows: South 85° 26' West 93.9 feet, South 59° 26' West 243.2 feet, South 26° 42' West 378.4 feet and South 28° 43' West 1049.84 feet more or less to the ordinary high water mark of the former north, or right bank of the Sacramento River now at the mouth of Marshall Cut; thence following said ordinary high water line South 50° 24' 30" East 394.61 feet; thence South 51° 34' East 123.3 feet; thence South 56° 51' 30" East 219.2 feet; thence South 60° 30' East 160.16 feet more or less to a point on the southwesterly boundary of that tract of land to which easement rights were obtained from Lindsey P. Marshall by the United States of America by Condemnation Proceedings No. 15617 in the District Court, Second Division, of the United States for the Northern District of California, which point bears South 13° 31' 15" West 1928.5 feet and South 70° 53' 30" East 160.08 feet from United States Geological Survey Pier No. 2; thence leaving said ordinary high water line and following the southerly and easterly boundary of that tract of land to which easement rights were obtained from Lindsey P. Marshall, as above set forth as follows: South 70° 53' 30" East 2381.42 feet, and South 66° 05' East 418.6 feet to a point on the line of the land of Mrs. A. Kierce and others; thence along the line of the land of Mrs. A. Kierce and others, North 22° 06' East 600.3 feet to the place of beginning; being a portion of assessor's parcel number 090-180-01 and a portion of assessor's parcel number 090-180-02.

Confidential
drodman@orrick.com
2022-08-09 11:57:29 GMT-05:00

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT T
SCHEDULED ASSUMED LIABILITIES

- Low levels of arsenic exist in the ground water underlying the CC8 Real Property
- Low levels of hydrocarbons exist on the CC8 Real Property
- Sludge from the CCPP river water clarifiers has been deposited on the CC8 Real Property in compliance with the Order No. 79-193 of the Central Valley Regional Water Quality Control Board
- Any outstanding balances under the Assumed Contracts for which payments are not yet due in accordance with the terms thereof

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT U
SELLERS' KNOWLEDGE

Job Title: Environmental Engineer (Steve Bauman)

Job Title: Engineer (David Frandsen)

Job Title: Senior Project Support Engineer (Nick Hontucan)

Job Title: Project Manager – Construction (Chuck Hicklin)

Job Title: Director, Environmental Health and Safety (Ron Kino)

Job Title: Director of Operations (Mark Gouveia)

Position Title: Vice President, West Region Operation (Jeff Russell)

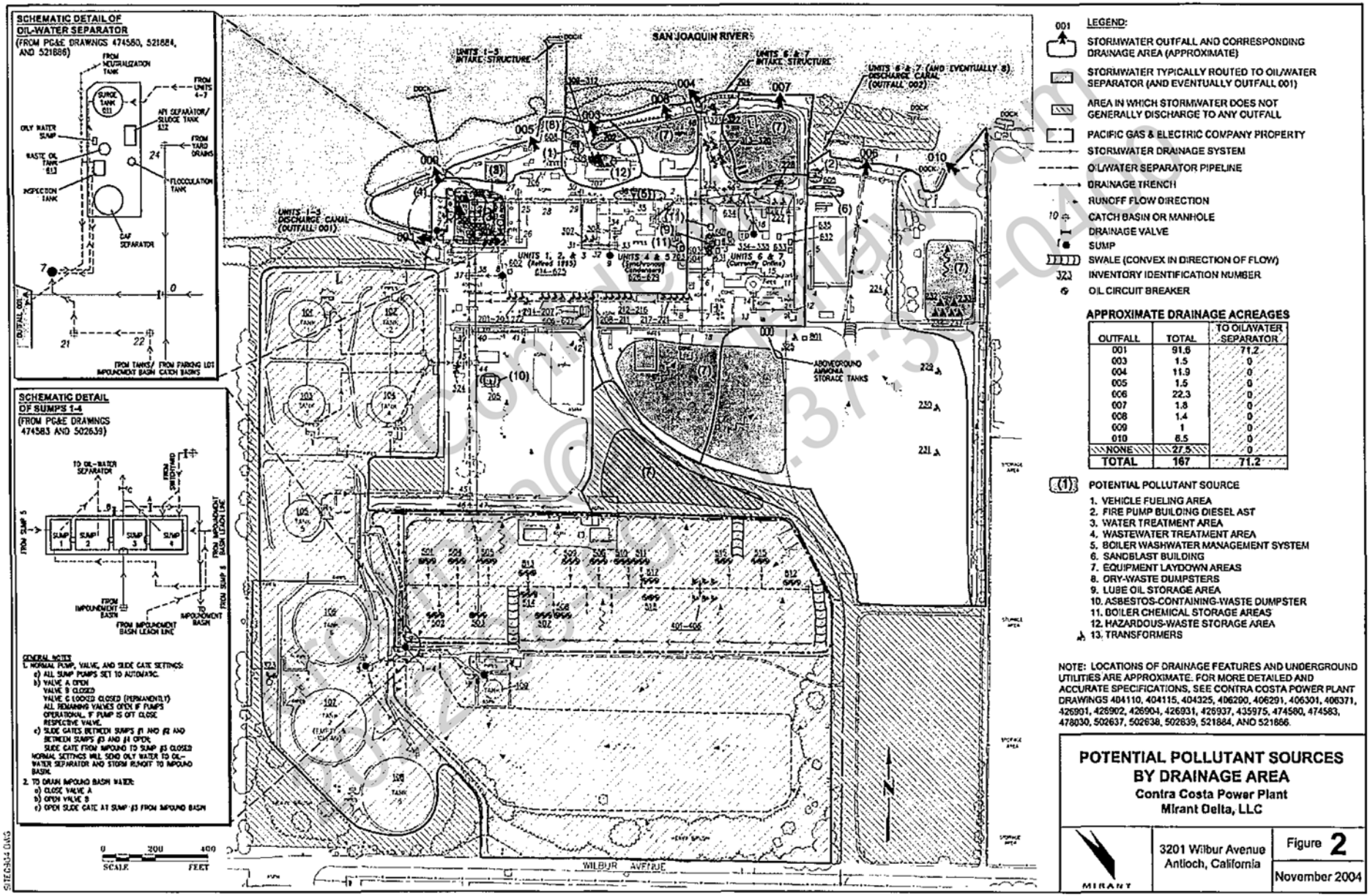
Anne Cleary (formerly Vice President, West Region Operations)

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT V
DISCHARGE POINT E-006 AND DISCHARGE POINT E-010

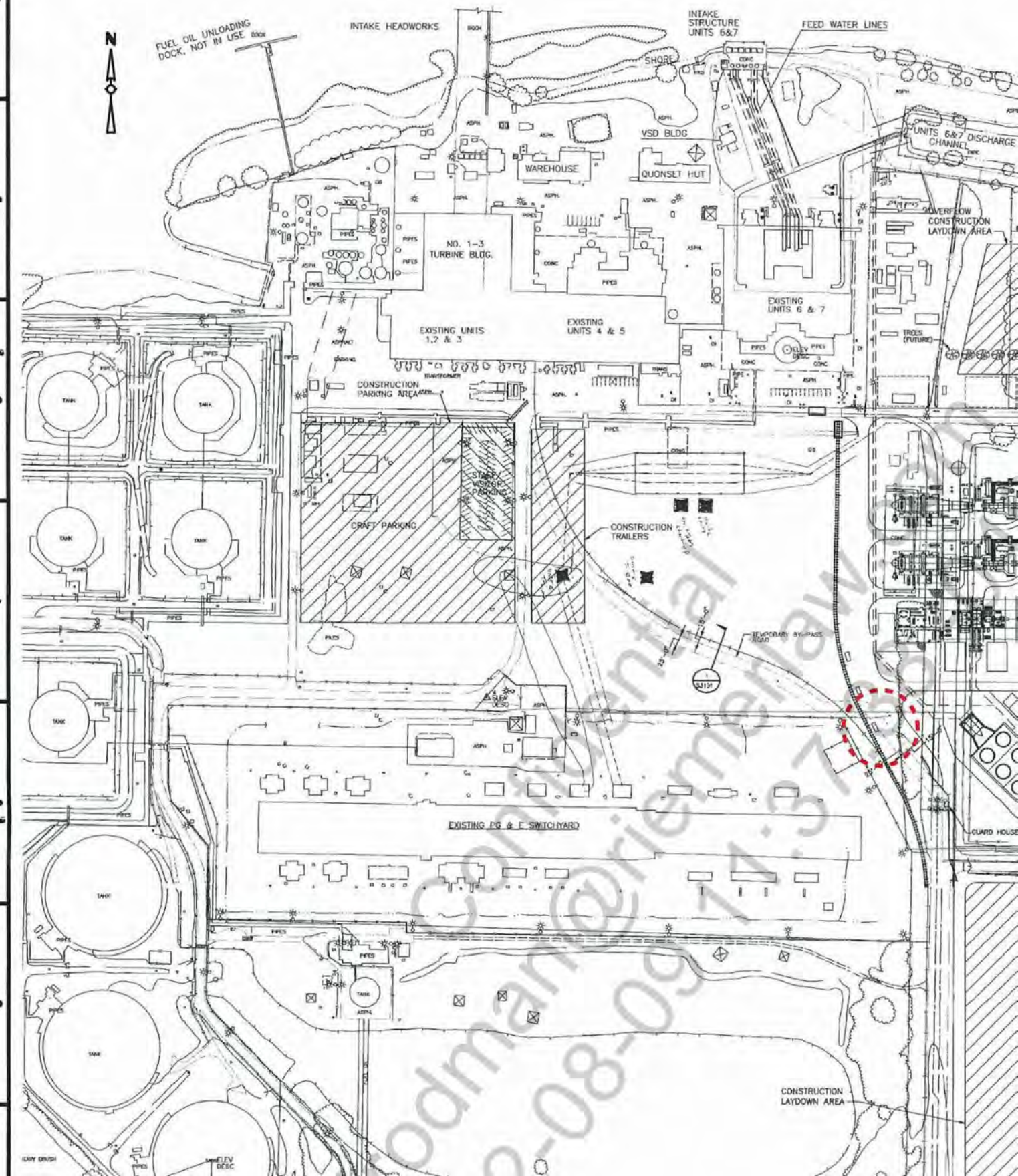
Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400


SCHEMATIC DETAIL OF OIL-WATER SEPARATOR
(FROM PG&E DRAWINGS 474580, 521884, AND 521886)
SCHEMATIC DETAIL OF SUMPS 1-4
(FROM PG&E DRAWINGS 474583 AND 502639)
GENERAL NOTES
1. NORMAL PUMP, VALVE, AND SLIDE GATE SETTINGS:
a) ALL SUMP PUMPS SET TO AUTOMATIC.
b) VALVE A OPEN
VALVE B CLOSED
VALVE C LOCKED CLOSED (PERMANENTLY)
ALL REMAINING VALVES OPEN IF PUMPS OPERATIONAL. IF PUMP IS OFF CLOSE RESPECTIVE VALVE.
c) SLIDE GATES BETWEEN SUMPS #1 AND #2 AND BETWEEN SUMPS #3 AND #4 OPEN.
SLIDE GATE FROM IMPOUND TO SUMP #3 CLOSED
NORMAL SETTINGS WILL SEND OILY WATER TO OIL-WATER SEPARATOR AND STORM RUNOFF TO IMPOUND BASIN.
2. TO DRAIN IMPOUND BASIN WATER:
a) CLOSE VALVE A
b) OPEN VALVE B
c) OPEN SLIDE GATE AT SUMP #3 FROM IMPOUND BASIN
SAN JOAQUIN RIVER
UNITS 1-5 INTAKE STRUCTURE
UNITS 6 & 7 INTAKE STRUCTURE
UNITS 6 & 7 (AND EVENTUALLY 8) DISCHARGE CANAL (OUTFALL 002)
UNITS 1-5 DISCHARGE CANAL (OUTFALL 001)
ABOVEGROUND AMMONIA STORAGE TANKS
WILBUR AVENUE
SCALE 0 200 400 FEET
LEGEND:
STORMWATER OUTFALL AND CORRESPONDING DRAINAGE AREA (APPROXIMATE)
STORMWATER TYPICALLY ROUTED TO OIL/WATER SEPARATOR (AND EVENTUALLY OUTFALL 001)
AREA IN WHICH STORMWATER DOES NOT GENERALLY DISCHARGE TO ANY OUTFALL
PACIFIC GAS & ELECTRIC COMPANY PROPERTY
STORMWATER DRAINAGE SYSTEM
OIL/WATER SEPARATOR PIPELINE
DRAINAGE TRENCH
RUNOFF FLOW DIRECTION
CATCH BASIN OR MANHOLE
DRAINAGE VALVE
SUMP
SWALE (CONVEX IN DIRECTION OF FLOW)
INVENTORY IDENTIFICATION NUMBER
OIL CIRCUIT BREAKER
APPROXIMATE DRAINAGE ACREAGES
OUTFALL | TOTAL | TO OIL/WATER SEPARATOR
001 | 91.6 | 71.2
003 | 1.5 | 0
004 | 11.9 | 0
005 | 1.5 | 0
006 | 22.3 | 0
007 | 1.8 | 0
008 | 1.4 | 0
009 | 1 | 0
010 | 6.5 | 0
NONE | 27.5 | 0
TOTAL | 167 | 71.2
POTENTIAL POLLUTANT SOURCE
1. VEHICLE FUELING AREA
2. FIRE PUMP BUILDING DIESEL AST
3. WATER TREATMENT AREA
4. WASTEWATER TREATMENT AREA
5. BOILER WASHWATER MANAGEMENT SYSTEM
6. SANDBLAST BUILDING
7. EQUIPMENT LAYDOWN AREAS
8. DRY-WASTE DUMPSTERS
9. LUBE OIL STORAGE AREA
10. ASBESTOS-CONTAINING-WASTE DUMPSTER
11. BOILER CHEMICAL STORAGE AREAS
12. HAZARDOUS-WASTE STORAGE AREA
13. TRANSFORMERS
NOTE: LOCATIONS OF DRAINAGE FEATURES AND UNDERGROUND UTILITIES ARE APPROXIMATE. FOR MORE DETAILED AND ACCURATE SPECIFICATIONS, SEE CONTRA COSTA POWER PLANT DRAWINGS 404110, 404115, 404325, 406290, 406291, 406301, 406371, 426901, 426902, 426904, 426931, 426937, 435975, 474580, 474583, 478030, 502637, 502638, 502639, 521884, AND 521886.
POTENTIAL POLLUTANT SOURCES BY DRAINAGE AREA
Contra Costa Power Plant
Mirant Delta, LLC
MIRANT
3201 Wilbur Avenue
Antioch, California
Figure 2
November 2004

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400

EXHIBIT W
SWITCHYARD EASEMENT

Confidential
drodman@riemerlaw.com
2022-08-09 11:37:38 -0400


N
FUEL OIL UNLOADING DOCK, NOT IN USE
INTAKE HEADWORKS
INTAKE STRUCTURE UNITS 6&7
FEED WATER LINES
SHORE
VSD BLDG
WAREHOUSE
QUONSET HUT
UNITS 6&7 DISCHARGE CHANNEL
OVERFLOW CONSTRUCTION LAYDOWN AREA
NO. 1-3 TURBINE BLDG.
EXISTING UNITS 1,2 & 3
EXISTING UNITS 4 & 5
EXISTING UNITS 6 & 7
TREES (FUTURE)
CONSTRUCTION PARKING AREA
STAFF/ VISITOR PARKING
CRAFT PARKING
CONSTRUCTION TRAILERS
TEMPORARY BY-PASS ROAD
EXISTING PG & E SWITCHYARD
GUARD HOUSE
CONSTRUCTION LAYDOWN AREA
TANK
ELEV DESC

Attachment 4

Lot Line Adjustment 1999-0097773

RECORDING REQUESTED BY:

And when recorded mail to:

Ettore Minor
Pacific Gas and Electric Company
5555 Florin Perkins Rd
Sacramento, CA 95826

CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR. Clerk-Recorder

DOC - 99-0097773-00
Check Number
Monday, APR 12, 1999 09:38:29
MIC $1.00 MOD $27.00 REC $31.00
TCF $26.00
Ttl Pd $85.00 Nbr-0000499533
lrc/R9/1-27

LOT LINE ADJUSTMENT
LL 98-0037

County of Contra Costa,
State of California

Notice is hereby given that Pacific Gas and Electric Company, the owners of that certain real property described in **Exhibit No. 1** attached hereto (APN 051 – 031 – 012), have made application for the following lot line adjustment which has been approved by the Community Development Department, subject to certain conditions, contained within the Letter of Approval dated January 7, 1999, attached hereto as **Exhibit No. 2**. Said real property shall be adjusted as follows:

LEGAL DESCRIPTION OF NEW LOTS

PARCEL A:

The parcel of land described as Parcel A on page 1 of **Exhibit A** attached hereto, and shown on **Exhibit B** attached hereto.

PARCEL B:

The parcel of land described as Parcel B on page 2 of **Exhibit A** attached hereto, and shown on **Exhibit B** attached hereto.

[redacted]

97773

This is to certify that the undersigned, as the fee title owners of the real property described in said **Exhibit No.1**, hereby have requested preparation of this Lot Line Adjustment and further consent to the recordation of this instrument.

PACIFIC GAS AND ELECTRIC COMPANY

Roger Gray 4/6/99

By: Roger Gray, Vice President General Services

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

On April 6, , 1999, before me Patty K. Bowles, a Notary Public in and for said state, personally appeared Roger Gray, personally known to me ~~(or 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/its~~ capacity(ies), and that by ~~his/her/its~~ signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

PATTY K. BOWLES
Comm. # 1124205
NOTARY PUBLIC - CALIFORNIA
City & County of San Francisco
My Comm Expires Jan. 24, 2001

Patty K. Bowles
Notary Public in and for said State

FRAME: 00002063

[redacted]

97773

Recording Requested By:

And When Recorded Mail To

Director of Community Development
651 Pine Street, 4th Floor, North Wing
Martinez, California 94553

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

CERTIFICATE OF COMPLIANCE

(C C C Ord. C. Section 92-12 606, & Govt C. Section 66499.35)

At the request of the owner Pacific Gas & Electric Co., the Contra Costa County Director of Community Development has determined that the following described real property complies with applicable provisions of Division 2 (Section 66410 ff., the Subdivision Map Act) of the Government Code and the County's Subdivision Ordinance Section 92-2 002 ff., Title 9, Ord C)

REAL PROPERTY DESCRIPTION

1. Assessor's Parcel Number 051-031-pin of 012

2. Legal Description

PARCEL ONE

THAT CERTAIN PARCEL OF LAND, SITUATE IN SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, M. D. B & M., BOUNDED BY A LINE WHICH BEGINS AT A POINT IN THE SOUTHERLY BOUNDARY LINE OF SAID SECTION 16 DISTANT SOUTH 89° 59' EAST 315.47 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 16 (SAID SOUTH QUARTER CORNER BEARS SOUTH 0° 00' 30" WEST 25 FEET FROM A 1 INCH GALVANIZED PIPE) AND RUNS THENCE NORTH 0° 08' WEST, ALONG THE SOUTHERLY PROLONGATION OF THE EASTERLY BOUNDARY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AND DESIGNATED PARCEL ONE IN THE DEED EXECUTED BY AMERICAN SECURITIES COMPANY TO PACIFIC GAS AND ELECTRIC COMPANY, DATED SEPTEMBER 28, 1948, 25.0 FEET TO A 1 INCH GALVANIZED PIPE, THENCE CONTINUING NORTH 0° 08' WEST, ALONG SAID SOUTHERLY PROLONGATION AND THE EASTERLY BOUNDARY LINE OF SAID PARCEL OF LAND DESCRIBED AND DESIGNATED PARCEL ONE, 466.70 FEET TO A 3/4 INCH GALVANIZED PIPE; THENCE SOUTH 89° 59' EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL OF LAND DESCRIBED AND DESIGNATED PARCEL ONE, 464.57 FEET TO A 3/4 INCH GALVANIZED PIPE, THENCE SOUTH 0° 04' 40" EAST, ALONG THE SOUTHERLY PROLONGATION OF THE EASTERLY BOUNDARY LINE OF

EXHIBIT 1

FRAME: 00002064

[redacted]

SAID PARCEL OF LAND DESCRIBED AND DESIGNATED PARCEL ONE, 491 73 FEET TO THE SOUTHERLY BOUNDARY LINE OF SAID SECTION 16; THENCE NORTH 89° 59' WEST, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID SECTION 16, 464 10 FEET, MORE OR LESS, TO THE POINT OF BEGINNING

SAVE AND EXCEPTING THEREFROM THAT PORTION THEREOF LYING SOUTHERLY OF THE NORTHERLY BOUNDARY LINE OF THAT CERTAIN 50 FOOT STRIP DESCRIBED IN THE DEED FROM FRANK E PEABODY TO CONTRA COSTA COUNTY, DATED MAY 18, 1903, AND RECORDED AUGUST 4, 1903, IN THE OFFICE OF THE COUNTY RECORDER OF SAID CONTRA COSTA COUNTY IN VOLUME 98 OF DEEDS AT PAGE 589, DESCRIBED AS FOLLOWS

BEGINNING AT A POINT IN THE SOUTHERLY BOUNDARY LINE OF SAID SECTION 16 DISTANT SOUTH 89° 59' EAST 315 47 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 16 AND RUNNING THENCE NORTH 0° 08' WEST, ALONG THE EASTERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED AND DESIGNATED PARCEL THREE IN SAID DEED DATED SEPTEMBER 28, 1948, 28 44 FEET TO THE NORTHEAST CORNER OF THE LAST MENTIONED PARCEL OF LAND, THENCE SOUTH 89° 34' 48" EAST, ALONG THE EASTERLY PROLONGATION OF THE NORTHERN BOUNDARY LINE OF THE LAST MENTIONED PARCEL OF LAND, 464 14 FEET TO THE EASTERLY BOUNDARY LINE OF THE PARCEL OF LAND HEREINBEFORE DESCRIBED, THENCE SOUTH 0° 04' 40" EAST, ALONG THE EASTERLY BOUNDARY LINE OF THE LAST MENTIONED PARCEL OF LAND, 25 01 FEET TO THE SOUTHERLY BOUNDARY LINE OF SAID SECTION 16; THENCE NORTH 89° 59' WEST, ALONG THE LAST MENTIONED BOUNDARY LINE, 464 10 FEET, MORE OR LESS, TO THE POINT OF BEGINNING

BEING ALL OF THAT CERTAIN PARCEL OF LAND CONVEYED BY MARY VIEIRA BULCAO TO JENI MORI BY DEED DATED JUNE 12, 1944 AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID CONTRA COSA COUNTY IN VOLUME 786 OF OFFICIAL RECORDS AT PAGE 241, CONTAINING 5 ACRES, MORE OR LESS

PARCEL TWO:

ALL OF GRANTOR'S RIGHT, TITLE AND INTEREST IN AND TO THAT PORTION OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, M D B & M, IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, LYING SOUTHERLY OF THE NORTHERLY BOUNDARY LINE OF THAT CERTAIN 50 FOOT STRIP DESCRIBED IN SAID DEED DATED MAY 18, 1903, DESCRIBED AS FOLLOWS

EXHIBIT 1

[redacted]

BEGINNING AT A POINT IN THE SOUTHERLY BOUNDARY LINE OF SAID SECTION 16 DISTANT SOUTH 89° 59' EAST 315.47 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 16 AND RUNNING THENCE NORTH 0° 08' WEST, ALONG THE EASTERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED AND DESIGNATED PARCEL THREE IN SAID DEED DATED SEPTEMBER 28, 1948, 28.44 FEET TO THE NORTHEAST CORNER OF THE LAST MENTIONED PARCEL OF LAND, THENCE SOUTH 89° 34' 48" EAST, ALONG THE EASTERLY PROLONGATION OF THE NORTHERLY BOUNDARY LINE OF THE LAST MENTIONED PARCEL OF LAND, 464.14 FEET TO THE EASTERLY BOUNDARY LINE OF THE PARCEL OF LAND HEREINBEFORE DESCRIBED AND DESIGNATED PARCEL ONE, THENCE SOUTH 0° 04' 40" EAST, ALONG THE SOUTHERLY PROLONGATION OF THE LAST MENTIONED BOUNDARY LINE, 25.01 FEET, TO THE SOUTHERLY BOUNDARY LINE OF SAID SECTION 16, THENCE NORTH 89° 59' WEST, ALONG THE LAST MENTIONED BOUNDARY LINE, 464.10 FEET, MORE OR LESS, TO THE POINT OF BEGINNING

PARCEL THREE

ALL OF THE RIGHT, TITLE AND INTEREST OF THE COUNTY OF CONTRA COSTA, UNDER THAT CERTAIN DEED DATED MAY 18, 1903, FROM FRANK E. PEABODY TO THE COUNTY OF CONTRA COSTA, RECORDED AUGUST 4, 1903, IN VOLUME 98 OF DEEDS, PAGE 589, RECORDER'S OFFICE OF CONTRA COSTA COUNTY, CALIFORNIA, IN AND TO THE FOLLOWING DESCRIBED PARCEL OF LAND SITUATE IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, TO WIT

BEGINNING AT A POST MARKED "B-1" BEING A POINT THAT BEARS EAST 661.04 FEET AND NORTH 0° 08' WEST 25 FEET FROM THE CORNER COMMON TO SECTIONS 16, 17, 20 AND 21, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN, FROM WHICH POINT OF BEGINNING A CONCRETE MONUMENT MARKED "FP3" BEARS NORTH 0° 08' WEST 2 FEET, AND WEST 2 FEET, WHICH POINT OF BEGINNING IS IN THE EASTERN BOUNDARY LINE OF PROPERTY DESCRIBED IN THE DECREE QUIETING TITLE, DATED JUNE 30, 1948, IN THE MATTER OF FIBREBOARD PRODUCTS, INC., A CORPORATION, VS RALPH M BEEDE, ET AL, CASE NO 42707, SUPERIOR COURT, CONTRA COSTA COUNTY, CALIFORNIA, A CERTIFIED COPY THEREOF RECORDED JUNE 30, 1948, IN BOOK 1217 OF OFFICIAL RECORDS, PAGE 398, AND RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG SAID BOUNDARY LINE (1217 OR 398) NORTH 0° 08' WEST 20.15 FEET TO THE NORTHERN LINE OF THE 50 FOOT STRIP DESCRIBED IN THE DEED FROM FRANK E. PEABODY TO CONTRA COSTA COUNTY, DATED MAY 18, 1903, AND RECORDED AUGUST 4, 1903, IN BOOK 98 OF DEEDS, PAGE 589, THENCE ALONG SAID NORTHERN LINE, SOUTH 89° 34' 37" EAST 2755.37 FEET, THENCE SOUTH 0° 04' 40" EAST 0.01 FEET

EXHIBIT 1

TO A POINT DISTANT 25 FEET NORTHERLY FROM (MEASURED AT A RIGHT ANGLE TO) THE SOUTH LINE OF SAID SECTION 16, THENCE NORTH 89° 59' WEST, PARALLEL WITH AND DISTANT 25 FEET NORTHERLY FROM (MEASURED AT A RIGHT ANGLE TO) THE SOUTH LINE OF SAID SECTION 16, 779.57 FEET TO A 1 INCH GALVANIZED PIPE FROM WHICH POINT THE SOUTH QUARTER CORNER OF SAID SECTION 16 BEARS SOUTH 0° 00' 30" WEST 25 FEET; THENCE WEST, PARALLEL WITH AND DISTANT 25 FEET NORTHERLY FROM (MEASURED AT A RIGHT ANGLE TO) THE SOUTH LINE OF SAID SECTION 16, 1975.68 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; CONTAINING 0.63 ACRE, MORE OR LESS, AND BEING A PORTION OF SAID SECTION 16

EXCEPTING FROM PARCELS ONE, TWO AND THREE ABOVE THE FOLLOWING PARCEL OF LAND:

THE PARCEL OF LAND DESCRIBED AND DESIGNATED PARCEL II IN THE DEED FROM PACIFIC GAS & ELECTRIC COMPANY TO THE COUNTY OF CONTRA COSTA DATED FEBRUARY 2, 1960 AND RECORDED APRIL 29, 1960 IN BOOK 3609 OF OFFICIAL RECORDS AT PAGE 16, CONTRA COSTA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL II: BEGINNING AT A POINT IN THE SOUTHERLY BOUNDARY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE QUITCLAIM DEED FROM THE COUNTY OF CONTRA COSTA TO PACIFIC GAS & ELECTRIC COMPANY DATED APRIL 26, 1955 AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF CONTRA COSTA IN BOOK 2524 OF OFFICIAL RECORDS AT PAGE 578, BEING A POINT IN THE SOUTHERLY PROLONGATION OF THE WESTERLY BOUNDARY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AND DESIGNATED PARCEL ONE IN THE DEED FROM JENI MORI AND HUSBAND TO PACIFIC GAS & ELECTRIC COMPANY, DATED FEBRUARY 14, 1949 AND RECORDED IN THE OFFICE OF SAID COUNTY RECORDER IN BOOK 1431 OF OFFICIAL RECORDS AT PAGE 127, AND RUNNING THENCE ALONG THE LAST MENTIONED SOUTHERLY PROLONGATION AND THE WESTERLY BOUNDARY LINE OF SAID PARCEL OF LAND CONVEYED BY JENI MORI AND HUSBAND TO PACIFIC GAS & ELECTRIC CO., NORTH 0° 43' EAST (BEARINGS ARE BASED ON THE CALIFORNIA GRID SYSTEM, ZONE NO. 3, AND NORTH 0° 43' EAST CORRESPONDS TO THE DEED BEARING OF NORTH 0° 08' WEST), 17.00 FEET TO THE NORTHEAST CORNER OF THE PARCEL OF LAND HEREINABOVE DESCRIBED AND DESIGNATED PARCEL I; THENCE LEAVING THE WESTERLY BOUNDARY LINE OF THE PARCEL OF LAND CONVEYED BY JENI MORI AND HUSBAND TO PACIFIC GAS & ELECTRIC COMPANY, SOUTH 89° 08' EAST 464.14 FEET TO THE EASTERLY BOUNDARY LINE OF SAID PARCEL OF LAND CONVEYED BY JENI MORI AND HUSBAND TO PACIFIC GAS & ELECTRIC COMPANY, THENCE SOUTH 0° 46' 20" WEST, ALONG THE LAST MENTIONED

EXHIBIT 1

[redacted]

EASTERLY BOUNDARY LINE, 17.00 FEET TO THE SOUTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED IN SAID QUITCLAIM DEED DATED APRIL 26, 1955; THENCE NORTH 89° 08' WEST, ALONG THE SOUTHERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED IN SAID QUITCLAIM DEED DATED APRIL 26, 1955 (SAID SOUTHERLY BOUNDARY LINE BEING ALSO THE NORTHERLY BOUNDARY LINE OF WILBUR AVENUE), 464.12 FEET TO THE POINT OF BEGINNING; CONTAINING AN AREA OF 0.181 ACRE, MORE OR LESS, AND ALSO BEING A PORTION OF SAID SECTION 16.

DENNIS M. BARRY, AICP
COMMUNITY DEVELOPMENT DIRECTOR

By _____
Senior Planner

DA/aa
LT3/zc98-432.DA
October 21, 1998
cc: ZC-98-432
REVISED 3/31/99

EXHIBIT 1

FRAME: 00002068

[redacted]

RECORDER'S MEMO:
POOR RECORD IS DUE TO SMALL PRINT

97773

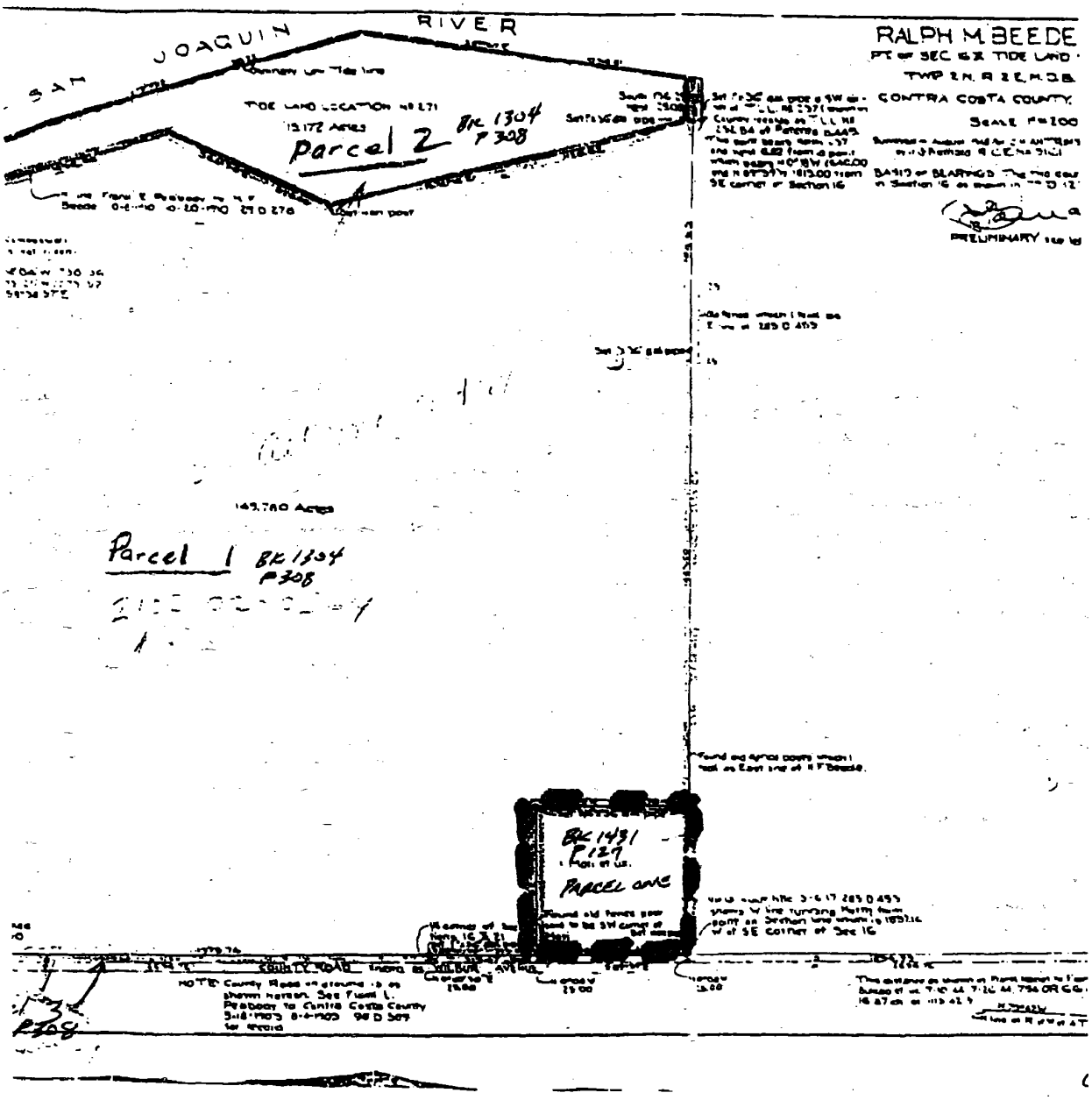


EXHIBIT 1

FRAME: 00002069

[redacted]

Recording Requested By

97773

And When Recorded Mail To

Director of Community Development
651 Pine Street, 4th Floor, North Wing
Martinez, California 94553

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

CERTIFICATE OF COMPLIANCE

(C.C.C. Ord C. Section 92-12 606, & Govt C. Section 66499.35)

At the request of the owner Pacific Gas & Electric Co., the Contra Costa County Director of Community Development has determined that the following described real property complies with applicable provisions of Division 2 (Section 66410 ff, the Subdivision Map Act) of the Government Code and the County's Subdivision Ordinance (Section 92-2 002 ff, Title 9, Ord C)

REAL PROPERTY DESCRIPTION

1. Assessor's Parcel Number 051-031-portion of 012

2. Legal Description:

PARCEL ONE:

PORTION OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POST MARKED"B.1" BEING AT A POINT THAT BEARS EAST 661.04 FEET AND NORTH 0° 08' WEST 25 FEET FROM THE CORNER COMMON TO SECTIONS 16, 17 20 AND 21 OF SAID TOWNSHIP FROM WHICH POINT OF BEGINNING A CONCRETE MONUMENT MARKED "FP3" BEARS NORTH 0° 08' WEST 2 FEET AND WEST 2 FEET, WHICH POINT OF BEGINNING IS IN THE EASTERN BOUNDARY LINE OF PROPERTY DESCRIBED IN THE DECREE QUIETING TITLE, DATED JUNE 30, 1948, IN THE MATTER OF FIBREBOARD PRODUCTS, INC., A CORPORATION, VS. RALPH M BEEDE, ET AL, CASE NO. 42707, SUPERIOR COURT, CONTRA COSTA COUNTY, CALIFORNIA, A CERTIFIED COPY THEREOF RECORDED JUNE 30, 1948, IN BOOK 1217 OF OFFICIAL RECORDS, PAGE 398, AND RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG SAID BOUNDARY LINE (1217 OR 398) NORTH 0° 08' WEST, AT 1774.80 FEET A CONCRETE MONUMENT MARKED "FP11" BEARS NORTH 89° 52' WEST 2 FEET, A TOTAL DISTANCE OF 2176.26 FEET TO A POINT IN THE

EXHIBIT 1

FRAME: 00002070

[redacted]

ORDINARY HIGH WATER MARK ALONG THE SOUTHERLY SIDE OF THE SAN JOAQUIN RIVER, THENCE ALONG SAID ORDINARY HIGH WATER MARK OF THE SAN JOAQUIN RIVER, NORTH 58° 04' EAST 208.05 FEET TO A 1½ INCH GALVANIZED PIPE TAGGED "HFB - RE 5161" AT THE SOUTHERN TERMINUS OF THE WESTERN BOUNDARY OF PROPERTY DESCRIBED IN THE PATENT FROM STATE OF CALIFORNIA TO H F BEEDE, DATED AUGUST 7, 1948, AND RECORDED AUGUST 11, 1948, UNDER RECORDER'S SERIAL NO 30565, FROM WHICH POINT A CONCRETE MONUMENT WITH BRASS CAP INSCRIBED, "CALIF. LANDS COMM - FIBRE - 1947" BEARS SOUTH 56° 58' 04" WEST 730.36 FEET; THENCE ALONG THE SOUTHERN BOUNDARY LINE OF PROPERTY DESCRIBED IN SAID PATENT (SERIAL NO 30565-1948), NORTH 74° EAST 1056 FEET AND SOUTH 64° 30' EAST 528 FEET TO MEANDER POST, THENCE, NORTH 76° 16' EAST 1120.62 FEET TO A 1 INCH GALVANIZED PIPE; THENCE, LEAVING SAID SOUTHERN BOUNDARY LINE, SOUTH 0° 04' 40" EAST 2149.63 FEET TO A 3/4 INCH GALVANIZED PIPE; THENCE, NORTH 89° 59' WEST 464.57 FEET TO A 3/4 INCH GALVANIZED PIPE, THENCE , SOUTH 0° 08' EAST, AT 466.70 FEET A 1 INCH GALVANIZED PIPE, A TOTAL DISTANCE OF 491.70 FEET TO THE SOUTH LINE OF SAID SECTION 16, THENCE, ALONG THE SOUTH LINE OF SAID SECTION 16, NORTH 89° 59' WEST 315.47 FEET TO A POINT WHICH IS THE SOUTH QUARTER CORNER OF SAID SECTION 16 FROM WHICH A 1 INCH GALVANIZED PIPE BEARS NORTH 0° 00' 30" EAST 25 FEET, THENCE WEST 1975.68 FEET TO A POINT THAT BEARS SOUTH 0° 08' EAST FROM THE POINT OF BEGINNING, THENCE NORTH 0° 08' WEST 25 FEET OF THE POINT OF BEGINNING

SAVING AND EXCEPTING THEREFROM THAT PORTION THEREOF LYING SOUTHERLY OF THE NORTHERN BOUNDARY OF THAT CERTAIN 50 FOOT STRIP DESCRIBED IN THE DEED FROM FRANK E PEABODY TO CONTRA COSTA COUNTY, DATED MAY 18, 1903, AND RECORDED AUGUST 4, 1903, IN BOOK 98 OF DEEDS, PAGE 589, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POST MARKED "B 1" HEREINBEFORE REFERRED TO; THENCE NORTH 0° 08' WEST 20.15 FEET TO THE NORTHERN LINE OF SAID 50 FOOT STRIP DESCRIBED IN SAID DEED TO CONTRA COSTA COUNTY; THENCE, ALONG SAID NORTHERN LINE, SOUTH 89° 34' 48" EAST 2291.23 FEET TO A POINT IN THE EASTERN LINE OF THE PARCEL HEREINBEFORE DESCRIBED; THENCE ALONG SAID EASTERN LINE SOUTH 0° 08' EAST 28.44 FEET TO THE SOUTH LINE OF SAID SECTION 16, THENCE, ALONG THE SOUTH LINE OF SAID SECTION 16, NORTH 89° 59' WEST, 315.47 FEET TO A POINT WHICH IS THE SOUTH QUARTER CORNER OF SAID SECTION 16 FROM WHICH A 1 INCH GALVANIZED PIPE BEARS NORTH 0° 00' 03" EAST 25.00 FEET; THENCE, WEST 1975.68 FEET ALONG SAID SOUTH LINE OF SECTION 16 TO A POINT THAT BEARS SOUTH 0° 08' EAST FROM THE POINT OF BEGINNING, THENCE, NORTH 0° 08' WEST 25 FEET TO THE POINT OF BEGINNING.

EXHIBIT 1

[redacted]

97773

CONTAINING 149 057 ACRES, MORE OR LESS

PARCEL TWO

FRACTIONAL SOUTHWEST QUARTER OF NORTHEAST QUARTER, FRACTIONAL NORTHWEST QUARTER OF SOUTHEAST QUARTER, FRACTIONAL SOUTHEAST QUARTER OF NORTHWEST QUARTER, FRACTIONAL NORTH HALF OF NORTH HALF OF SOUTHWEST QUARTER OF FRACTIONAL SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO MERIDIAN, CONTRA COSTA COUNTY, CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT A 1½ INCH GALVANIZED PIPE TAGGED "HFB - RE 5161" BEING AT A POINT IN THE NORTHERN LINE OF THE PARCEL OF LAND HEREINBEFORE DESCRIBED AND DESIGNATED PARCEL ONE OF THE SOUTHERN TERMINUS OF THE WESTERN BOUNDARY OF PROPERTY DESCRIBED IN THE PATENT FROM STATE OF CALIFORNIA TO H F BEEDE, DATED AUGUST 7, 1948 AND RECORDED AUGUST 11, 1948, UNDER RECORDER'S SERIAL NO 30565 FROM WHICH POINT A CONCRETE MONUMENT WITH BRASS CAP INSCRIBED, "CALIF., LANDS COMM. - FIBRE - 1947" BEARS SOUTH 56° 58' 04" WEST 730.36 FEET DISTANT AND ANOTHER CONCRETE MONUMENT WITH BRASS CAP INSCRIBED, "CALIFORNIA LANDS COMM. BOARD 1947," BEARS SOUTH 58° 03' 25" WEST 2073 52 FEET DISTANT AND RUNNING THENCE ALONG THE NORTHERN LINE OF SAID PARCEL OF LAND DESIGNATED PARCEL ONE NORTH 74° EAST 1056.0 FEET AND SOUTH 64° 30' EAST 528 0 FEET TO MEANDER POST; THENCE CONTINUING ALONG THE NORTHERN LINE OF SAID PARCEL OF LAND DESIGNATED PARCEL ONE NORTH 76° 16' EAST 1120 62 FEET TO THE EAST AND WEST MIDSECTION LINE OF SAID SECTION 16; THENCE EAST 25 08 FEET TO THE SOUTHWEST CORNER OF TIDE LAND LOCATION NO .237 (WHICH IS ERRONEOUSLY DESCRIBED AS TIDE LAND LOCATION NO 252 IN THE PATENT FROM STATE OF CALIFORNIA TO J. D. WIGHTMAN, DATED MARCH 25, 1904 AND RECORDED APRIL 11, 1904, IN BOOK 4 OF PATENTS, PAGE 449 IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, CALIFORNIA); THENCE ALONG THE WEST LINE OF SAID TIDE LAND LOCATION NO. 237 NORTH 136.29 FEET TO ORDINARY LOW TIDE LINE; THENCE ALONG SAID ORDINARY LOW TIDE LINE NORTH 81° 57" WEST 1036.81 FEET, SOUTH 73° 05' WEST 981.22 FEET AND SOUTH 67° 18' WEST 693.71 FEET TO A POINT THAT BEARS NORTH FROM THE POINT OF BEGINNING, THENCE LEAVING SAID ORDINARY LOW TIDE LINE SOUTH 58 05 FEET TO THE POINT OF BEGINNING, CONTAINING 15.172 ACRES, MORE OR LESS

EXHIBIT 1

FRAME: 00002072

[redacted]

PARCEL TWO ABOVE DESCRIBED IS SUBJECT TO THE RIGHTS AND EASEMENTS OF COMMENCE, NAVIGATION, FISHERY AND HUNTING THEREIN AND THEREON, RESERVED TO THE PUBLIC, THE UNITED STATES OF AMERICA AND THE STATE OF CALIFORNIA

PARCEL THREE

ALL OF GRANTOR'S RIGHT, TITLE AND INTEREST IN AND TO THAT PORTION OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, LYING SOUTHERLY OF THE NORTHERN BOUNDARY OF THAT CERTAIN 50 FOOT STRIP DESCRIBED IN THE DEED FROM FRANK E PEABODY TO CONTRA COSTA COUNTY, DATED MAY 18, 1903, AND RECORDED AUGUST 4, 1903, IN BOOK 98 OF DEEDS, PAGE 589, MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT A POST MARKED "B.1" BEING AT A POINT THAT BEARS EAST 661.04 FEET AND NORTH 0° 08' WEST 25 FEET FROM THE CORNER COMMON TO SECTIONS 16, 17 20 AND 21 OF SAID TOWNSHIP FROM WHICH POINT OF BEGINNING A CONCRETE MONUMENT MARKED "EP3" BEARS NORTH 0° 08' WEST 2 FEET AND WEST 2 FEET WHICH POINT OF BEGINNING IS IN THE EASTERN BOUNDARY LINE OF PROPERTY DESCRIBED IN THE DECREE QUIETING TITLE DATED JUNE 30, 1948, IN THE MATTER OF FIBREBOARD PRODUCTS, INC., A CORPORATION VS. RALPH M. BEEDE, ET AL, CASE NO. 42707, SUPERIOR COURT, CONTRA COSTA COUNTY, CALIFORNIA A CERTIFIED COPY THEREOF RECORDED JUNE 30, 1948, IN BOOK 1217 OF OFFICIAL RECORDS, PAGE 398, RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG SAID EASTERN BOUNDARY LINE (1217 OR 398) NORTH 0° 08' WEST 20 15 FEET TO THE NORTHERN LINE OF THE 50 FOOT STRIP DESCRIBED IN THE DEED FROM FRANK E PEABODY TO CONTRA COSTA COUNTY, DATED MAY 18, 1903 AND RECORDED AUGUST 4, 1903, IN BOOK 98 OF DEEDS, PAGE 589; THENCE, ALONG SAID NORTHERN LINE, SOUTH 89° 34' 48" EAST 2291.23 FEET TO A POINT IN THE EASTERN LINE OF PARCEL 1 HEREINBEFORE DESCRIBED; THENCE, ALONG THE SOUTHERLY PROLONGATION OF SAID EASTERN LINE SOUTH 0° 08' EAST 28 44 FEET TO THE SOUTH LINE OF SAID SECTION 16; THENCE, ALONG THE SOUTH LINE OF SAID SECTION 16, NORTH 89° 59' WEST 315.47 FEET TO A POINT WHICH IS THE SOUTH QUARTER CORNER OF SAID SECTION 16 FROM WHICH A 1 INCH GALVANIZED PIPE BEARS NORTH 0° 00' 30" EAST, 25.00 FEET; THENCE WEST 1975 68 FEET ALONG SAID SOUTH LINE OF SECTION 16 TO A POINT WHICH BEARS SOUTH 0° 08' EAST FROM THE POINT OF BEGINNING, THENCE, NORTH 0° 08' WEST 25 FEET TO THE POINT OF BEGINNING

EXHIBIT 1

[redacted]

97773

PARCEL FOUR

ALL OF THE RIGHT, TITLE AND INTEREST OF THE COUNTY OF CONTRA COSTA, UNDER THAT CERTAIN DEED DATED MAY 18, 1903, FROM FRANK E. PEABODY TO THE COUNTY OF CONTRA COSTA, RECORDED AUGUST 4, 1903, IN VOLUME 98 OF DEEDS, PAGE 589, RECORDER'S OFFICE OF CONTRA COSTA COUNTY, CALIFORNIA, IN AND TO THE FOLLOWING DESCRIBED PARCEL OF LAND SITUATE IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, TO WIT:

BEGINNING AT A POST MARKED "B-1" BEING A POINT THAT BEARS EAST 661.04 FEET AND NORTH 0° 08' WEST 25 FEET FROM THE CORNER COMMON TO SECTIONS 16, 17, 20 AND 21, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN, FROM WHICH POINT OF BEGINNING A CONCRETE MONUMENT MARKED "FP3" BEARS NORTH 0° 08' WEST 2 FEET, AND WEST 2 FEET; WHICH POINT OF BEGINNING IS IN THE EASTERN BOUNDARY LINE OF PROPERTY DESCRIBED IN THE DECREE QUIETING TITLE, DATED JUNE 30, 1948, IN THE MATTER OF FIBREBOARD PRODUCTS, INC., A CORPORATION, VS. RALPH M. BEEDE, ET AL, CASE NO. 42707, SUPERIOR COURT, CONTRA COSTA COUNTY, CALIFORNIA. A CERTIFIED COPY THEREOF RECORDED JUNE 30, 1948, IN BOOK 1217 OF OFFICIAL RECORDS, PAGE 398, AND RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG SAID BOUNDARY LINE (1217 OR 398) NORTH 0° 08' WEST 20.15 FEET TO THE NORTHERN LINE OF THE 50 FOOT STRIP DESCRIBED IN THE DEED FROM FRANK E. PEABODY TO CONTRA COSTA COUNTY, DATED MAY 18, 1903, AND RECORDED AUGUST 4, 1903, IN BOOK 98 OF DEEDS, PAGE 589; THENCE ALONG SAID NORTHERN LINE, SOUTH 89° 34' 37" EAST 2755.37 FEET; THENCE SOUTH 0° 04' 40" EAST 0.01 FEET TO A POINT DISTANT 25 FEET NORTHERLY FROM (MEASURED AT A RIGHT ANGLE TO) THE SOUTH LINE OF SAID SECTION 16; THENCE NORTH 89° 59' WEST, PARALLEL WITH AND DISTANT 25 FEET NORTHERLY FROM (MEASURED AT A RIGHT ANGLE TO) THE SOUTH LINE OF SAID SECTION 16, 779.57 FEET TO A 1 INCH GALVANIZED PIPE FROM WHICH POINT THE SOUTH QUARTER CORNER OF SAID SECTION 16 BEARS SOUTH 0° 00' 30" WEST 25 FEET; THENCE WEST, PARALLEL WITH AND DISTANT 25 FEET NORTHERLY FROM (MEASURED AT A RIGHT ANGLE TO) THE SOUTH LINE OF SAID SECTION 16, 1975.68 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 0.63 ACRE, MORE OR LESS, AND BEING A PORTION OF SAID SECTION 16.

EXCEPTING FROM PARCELS ONE, TWO, THREE AND FOUR ABOVE THE FOLLOWING PARCELS OF LAND:

1. THE PARCEL OF LAND CONVEYED BY PACIFIC GAS AND ELECTRIC COMPANY TO SPORTSMEN INCORPORATED BY DEED DATED FEBRUARY 21, 1961 AND RECORDED APRIL 6, 1961 IN BOOK 3840 OF OFFICIAL RECORDS AT PAGE 302, CONTRA COSTA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXHIBIT 1

FRAME: 00002074

[redacted]

BEGINNING AT THE NORTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED AND DESIGNATED PARCEL ONE IN THE DEED FROM AMERICAN SECURITIES COMPANY TO PACIFIC GAS & ELECTRIC COMPANY DATED SEPTEMBER 28, 1948 AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID CONTRA COSTA COUNTY IN BOOK 1304 OF OFFICIAL RECORDS AT PAGE 308, SAID NORTHEAST CORNER BEING A POINT IN THE SOUTHERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED AND DESIGNATED PARCEL TWO IN SAID DEED DATED SEPTEMBER 28, 1948, AND RUNNING THENCE ALONG THE BOUNDARY LINE OF SAID PARCEL OF LAND DESIGNATED PARCEL TWO THE FOLLOWING THREE COURSES AND DISTANCES, NAMELY: EAST 25.08 FEET TO THE SOUTHWEST CORNER OF TIDE LAND LOCATION NO. 237 (WHICH IS ERRONEOUSLY DESCRIBED AS TIDE LAND LOCATION NO. 252 IN THE PATENT FROM THE STATE OF CALIFORNIA TO J. D. WIGHTMAN, DATED MARCH 25, 1904 AND RECORDED APRIL 11, 1904 IN BOOK 4 OF PATENTS, PAGE 449 IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, CALIFORNIA); THENCE ALONG THE WEST LINE OF SAID TIDE LAND LOCATION NO. 237, NORTH 136.29 FEET TO ORDINARY LOW TIDE LINE; THENCE ALONG SAID ORDINARY LOW TIDE LINE, NORTH 81° 57' WEST 25.52 FEET TO A POINT IN THE NORTHERLY PROLONGATION OF THE EASTERLY BOUNDARY LINE OF SAID PARCEL OF LAND DESIGNATED PARCEL ONE; THENCE SOUTH 0° 04' 40" EAST, ALONG SAID PROLONGATION, 139.87 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; CONTAINING 0.080 ACRE, MORE OR LESS, AND BEING A PORTION OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, M.D.B. & M.

2. THE PARCEL OF LAND DESCRIBED AND DESIGNATED PARCEL 1 PARCEL IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY TO THE COUNTY OF CONTRA COSTA DATED FEBRUARY 2, 1960 AND RECORDED APRIL 29, 1960 IN BOOK 3609 OF OFFICIAL RECORDS AT PAGE 16, CONTRA COSTA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

PARCEL 1: BEGINNING AT THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE QUITCLAIM DEED FROM THE COUNTY OF CONTRA COSTA TO PACIFIC GAS & ELECTRIC COMPANY, DATED APRIL 26, 1955 AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF CONTRA COSTA IN BOOK 2524 OF OFFICIAL RECORDS AT PAGE 578, AND RUNNING THENCE, ALONG THE WESTERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED IN THE QUITCLAIM DEED DATED APRIL 26, 1955, NORTH 0° 43' EAST (BEARINGS ARE BASED ON THE CALIFORNIA GRID SYSTEM, ZONE NO. 3, AND NORTH 0° 43' EAST CORRESPONDS TO THE DEED BEARING OF NORTH 0° 08' WEST) 17.00 FEET; THENCE LEAVING SAID WESTERLY BOUNDARY LINE SOUTH 89° 08' EAST 2290.38 FEET TO THE EASTERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED AND

EXHIBIT 1

[redacted]

97773

DESIGNATED PARCEL ONE IN THE DEED FROM AMERICAN SECURITIES COMPANY TO PACIFIC GAS & ELECTRIC COMPANY, DATED SEPTEMBER 28, 1948 AND RECORDED IN THE OFFICE OF SAID COUNTY RECORDER IN BOOK 1304 OF OFFICIAL RECORDS AT PAGE 308, THENCE SOUTH 0° 43' WEST, ALONG SAID EASTERLY BOUNDARY LINE AND THE SOUTHERLY PROLONGATION THEREOF, 17 00 FEET TO A POINT IN THE SOUTHERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED IN SAID QUITCLAIM DEED DATED APRIL 26, 1955; THENCE NORTH 89° 08' WEST, ALONG SAID SOUTHERLY BOUNDARY LINE (SAID SOUTHERLY BOUNDARY LINE BEING ALSO THE NORTHERLY BOUNDARY LINE OF WILBUR AVENUE), 2290 38 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 0 894 ACRE, MORE OR LESS, AND BEING A PORTION OF SECTION 16, TOWNSHIP NORTH, RANGE 2 EAST, M.D.B. & M

DENNIS M. BARRY, AICP
COMMUNITY DEVELOPMENT DIRECTOR

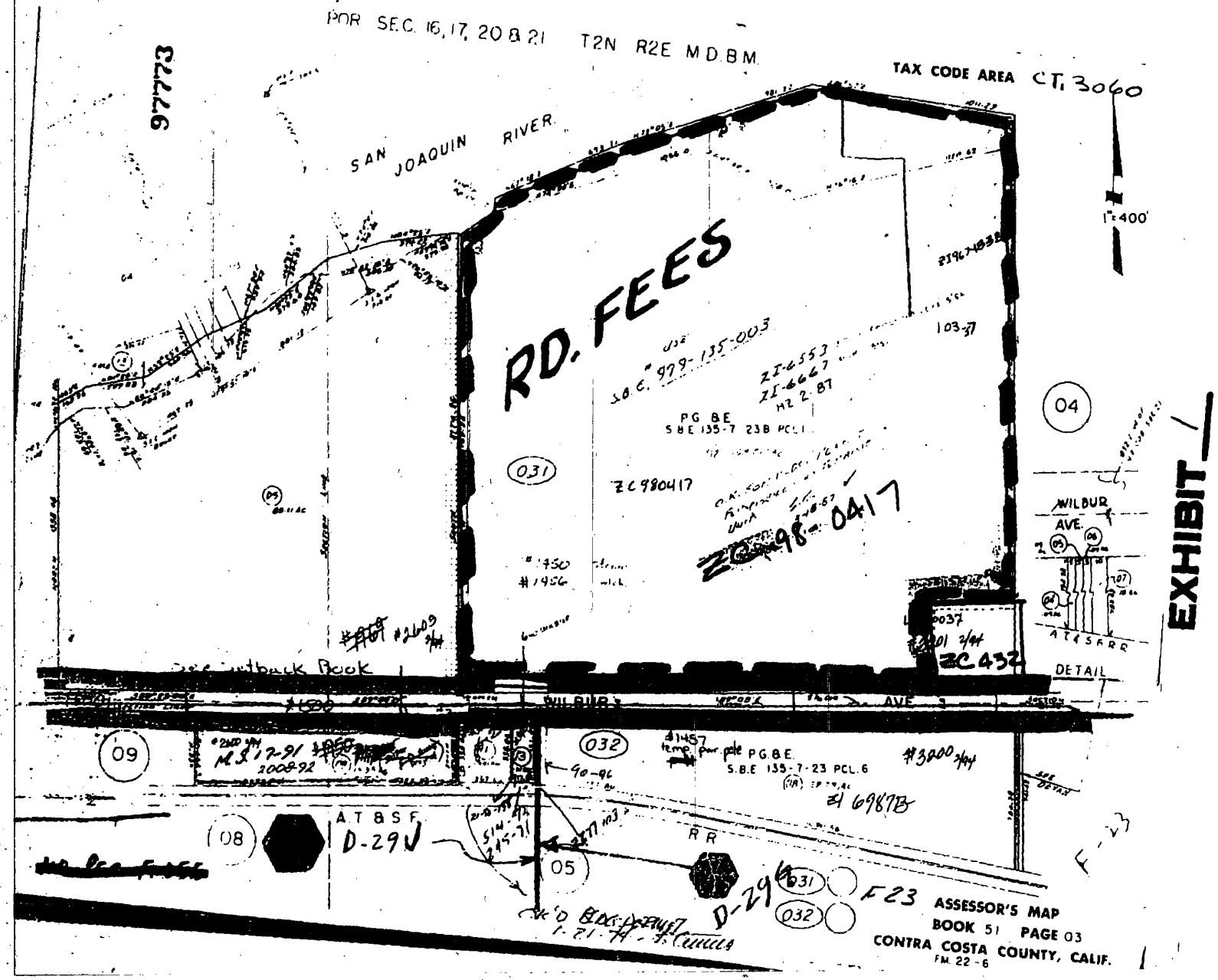
By _____
Zoning Administrator

DA/aa
LT3/zc98-417
December 9, 1998
Xref, /zc-98-432
REVISED 3/31/99

EXHIBIT 1

FRAME: 00002076

[redacted]



FRAME: 00002077

Community
Development
Department

County Administration Building
651 Pine Street
4th Floor, North Wing
Martinez, California 94553-0095

Phone: 646-1600

Contra
Costa
County

Dennis M [illegible], AICP
Community Development Director

97773

January 7, 1999

Ettore M Minor, Sr. Land Rights Agent
Pacific Gas & Electric Co.
5555 Florin-Perkins Road
Sacramento, CA 95826

Dear Mr Minor

We have reviewed your request of August 31, 1998, regarding tax parcels #051-031-012

Your requested lot line adjustment does not constitute a subdivision of land and, therefore, can be and is administratively approved by this department subject to the following conditions

1. This approval is valid for a period of six months from the date of this letter

2 Grant Deeds must be recorded to implement the property exchange.

3 The property being transferred shall be combined with the receiving parcel and assessed as one parcel for tax purposes.

4. Provide the Community Development Department with a copy of the recorded documents.

If you have any further questions regarding this matter, please contact me at 646-1600

Sincerely,

DONNA ALLEN
Deputy Zoning Administrator

DA/aa
LT3/LL98-0037
cc: LL98-0037

ADVISORY COMMENT: You are encouraged to contact the affected sewer and water district prior to recording your lot line adjustment to determine compliance with any applicable regulations

EXHIBIT 2

Office Hours Monday - Friday: 8:00 a.m. - 5:00 p.m.
Office is closed the 1st, 3rd & 5th Fridays of each month

FRAME: 00002078

[redacted]

EXHIBIT A

PROPOSED PARCEL "A"
LEGAL DESCRIPTION
PAGE 1 of 2

97773

PARCEL "A"

PORTION OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS; ALL BEARINGS AND DISTANCES BEING ON CALIFORNIA ZONE 3 COORDINATE SYSTEM.

BEGINNING AT A DISK IN A CONCRETE BASE MARKED P.G.& E. PROPERTY CORNER, BEING AT A POINT THAT BEARS SOUTH 89° 04' 50" EAST 661.00 FEET AND NORTH 00° 47' 10" EAST 42.00 FEET FROM THE CORNER COMMON TO SECTIONS 16, 17, 20, AND 21 OF SAID TOWNSHIP, SAID POINT OF BEGINNING IS IN THE EASTERN BOUNDARY LINE OF PROPERTY DESCRIBED IN THE DECREE QUIETING TITLE, DATED JUNE 30, 1948, IN THE MATTER OF FIBREBOARD PRODUCTS, INC., A CORPORATION, VS. RALPH M. BEEDE, ET AL, CASE NO. 42707, SUPERIOR COURT, CONTRA COSTA COUNTY, CALIFORNIA, A CERTIFIED COPY THEREOF RECORDED JUNE 30, 1948, IN BOOK 1217 OF OFFICIAL RECORDS, PAGE 398, AND RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG SAID BOUNDARY LINE, NORTH 00° 47' 10" EAST 2159.13 FEET TO A POINT IN THE ORDINARY HIGHWATER MARK ALONG THE SOUTHERLY SIDE OF THE SAN JOAQUIN RIVER; THENCE ALONG SAID ORDINARY HIGHWATER MARK NORTH 58° 59' 10" EAST 208.03 FEET; THENCE NORTH 00° 55' 10" EAST 58.05 FEET TO A POINT IN THE ORDINARY LOW TIDE LINE; THENCE ALONG SAID LOW TIDE LINE THE FOLLOWING COURSES, NORTH 68° 13' 10" EAST 693.67 FEET, NORTH 74° 00' 10" EAST 981.16 FEET, AND SOUTH 81° 01' 50" EAST 1011.23 FEET TO POINT THAT BEARS NORTH 00° 50' 30" EAST 2739.03 FEET FROM A DISK IN A CONCRETE BASE THAT MARKS THE SOUTHEAST CORNER OF THE P. G. & E. PROPERTY; THENCE SOUTH 00° 50' 30" WEST 139.86 FEET TO A POINT ON THE ORDINARY HIGH WATER MARK; THENCE CONTINUING ALONG SAID LINE SOUTH 00° 50' 30" WEST 2599.17 FEET TO SAID DISK AT SAID SOUTHEAST CORNER, SAID POINT BEING ALSO IN THE NORTHERN RIGHT OF WAY OF WILBUR AVE.; THENCE ALONG SAID NORTHERN LINE OF WILBUR AVE. NORTH 89° 03' 50" WEST 779.45 FEET AND NORTH 89° 04' 50" WEST 1975.69 FEET TO THE POINT OF BEGINNING. CONTAINING 168.700 ACRES, MORE OR LESS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

PARCEL "B"

BEGINNING AT A POINT THAT BEARS NORTH 89° 03' 50" WEST 524.11 FEET AND NORTH 00° 47' 10" EAST 756.60 FEET FROM THE SOUTHEAST CORNER OF PARCEL "A" ABOVE; THENCE NORTH 89° 06' 50" WEST 1213.84 FEET; THENCE NORTH 00° 53' 10" EAST 24.94 FEET; THENCE NORTH 89° 06' 50" WEST 446.07 FEET; THENCE NORTH 00° 53' 10" EAST 226.17 FEET; THENCE NORTH 20° 12' 00" WEST 215.78 FEET; THENCE NORTH 89° 06' 50" WEST 37.13 FEET; THENCE NORTH 00° 53' 10" EAST 59.70 FEET; THENCE NORTH 45° 53' 10" EAST 14.62 FEET; THENCE SOUTH 89° 06' 50" EAST 657.72 FEET; THENCE ALONG A TANGENT CURVE TO LEFT WITH A RADIUS OF 180.00 FEET A DISTANCE OF 153.38 FEET TO A POINT OF CUSP; THENCE SOUTH 89° 06' 50" EAST 970.11 FEET; THENCE SOUTH 00° 47' 10" WEST 583.96 FEET TO THE POINT OF BEGINNING. CONTAINING 21.439 ACRES, MORE OR LESS.

Wiley J. Pierce Jr.
Wiley J. Pierce, Jr., P.L.S. 3300
License Expires 6/30/2000

4-5-99
Date

LICENSED LAND SURVEYOR
WILEY J. PIERCE JR.
Exp. 6-30-2000
No. 3300
STATE OF CALIFORNIA

FRAME: 00002079

[redacted]

97773

EXHIBIT A

PROPOSED PARCEL "B"

LEGAL DESCRIPTION

PARCEL "B"

BEGINNING AT A POINT THAT BEARS NORTH 89° 03' 50" WEST 524.11 FEET AND NORTH 00° 47' 10" EAST 756.60 FEET FROM THE SOUTHEAST CORNER OF PARCEL "A" ABOVE; THENCE NORTH 89° 06' 50" WEST 1213.84 FEET; THENCE NORTH 00° 53' 10" EAST 24.94 FEET; THENCE NORTH 89° 06' 50" WEST 446.07 FEET; THENCE NORTH 00° 53' 10" EAST 226.17 FEET, THENCE NORTH 20° 12' 00" WEST 215.78 FEET; THENCE NORTH 89° 06' 50" WEST 37.13 FEET; THENCE NORTH 00° 53' 10" EAST 59.70 FEET; THENCE NORTH 45° 53' 10" EAST 14.62 FEET; THENCE SOUTH 89° 06' 50" EAST 657.72 FEET; THENCE ALONG A TANGENT CURVE TO LEFT WITH A RADIUS OF 180.00 FEET A DISTANCE OF 153.38 FEET TO A POINT OF CUSP; THENCE SOUTH 89° 06' 50" EAST 970.11 FEET; THENCE SOUTH 00° 47' 10" WEST 583.96 FEET TO THE POINT OF BEGINNING.
CONTAINING 21.439 ACRES, MORE OR LESS.

Wiley J. Pierce, Jr., P.L.S. 3300
License Expires 6/30/2000

4-5-99
Date

LICENSED LAND SURVEYOR
WILEY J. PIERCE, JR.
Exp. 6-30-2000
No. 3300
STATE OF CALIFORNIA

FRAME: 00002080

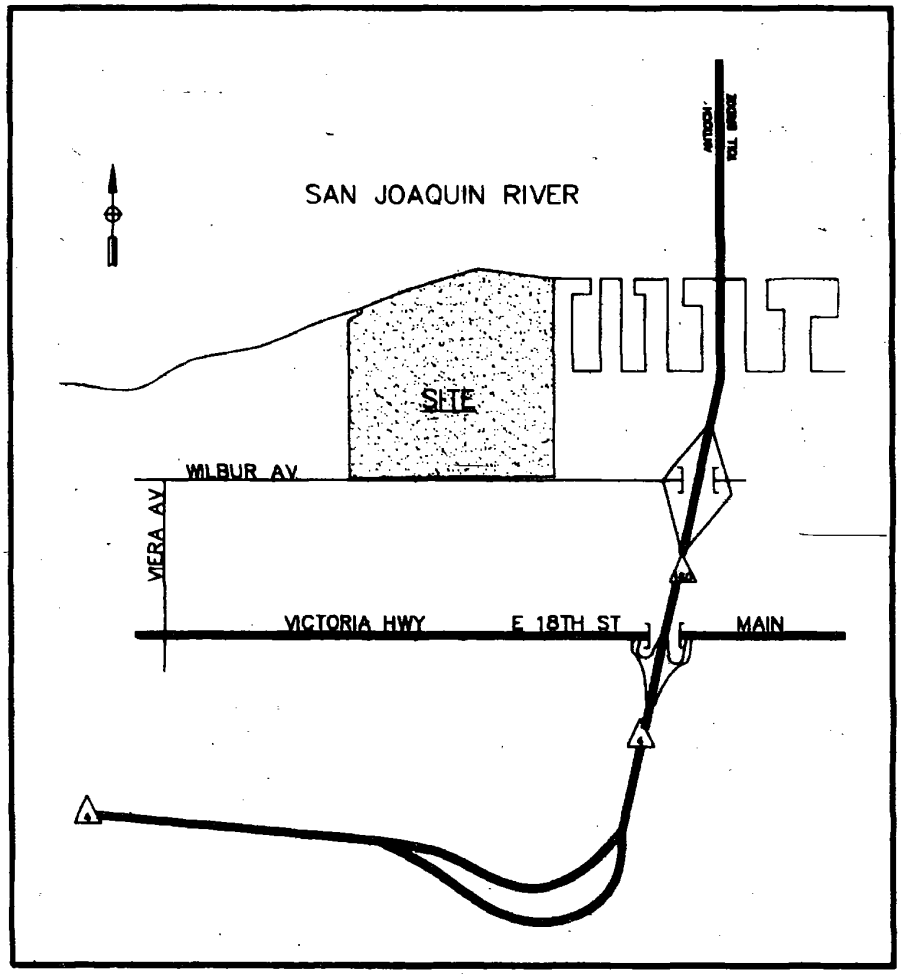
[redacted]

97773

SHEET 1 OF 8 OF EXHIBIT "B"

LOT LINE ADJUSTMENT

OF PARCELS OF LAND LOCATED IN SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.



VICINITY MAP
(N.T.S.)

FRAME: 00002081

[redacted]

97773

SHEET 1 of 8 OF EXHIBIT "B"

BASIS OF BEARINGS

BEARINGS ARE BASED ON CALIFORNIA ZONE 3 STATE PLANE COORDINATES WHICH IS ROTATED 00°55'10" CLOCKWISE FROM THE RECORDED BEARING OF N 90°00'00" E FROM THE SOUTHWEST CORNER TO THE SOUTH QUARTER CORNER OF SECTION 16.

NOTES

1. ALL DISTANCES SHOWN ARE BASED ON CALIFORNIA ZONE 3 STATE PLANE COORDINATES. TO OBTAIN TRUE GROUND DISTANCES MULTIPLY THE DISTANCE SHOWN BY THE FACTOR 1.000060171.

AREAS

EXISTING PARCEL 1 = 148.816 ACRES
EXISTING PARCEL 2 = 15.091 ACRES
EXISTING PARCEL 3 = 4.793 ACRES
TOTAL = 168.700 ACRES

PROPOSED PARCEL "A" = 147.261 ACRES
PROPOSED PARCEL "B" = 21.439 ACRES
TOTAL = 168.700 ACRES

PURPOSE

THIS APPLICATION IS TO COMBINE THE EXISTING PARCELS AND SEPARATE THE AREA BEING USED TO DISTRIBUTE ELECTRICAL POWER FROM THE AREA REQUIRED TO GENERATE ELECTRICAL POWER.

PACIFIC GAS AND ELECTRIC COMPANY, IS THE OWNER OF ALL THE PARCELS INVOLVED.

SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT AT THE REQUEST OF PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, IN JANUARY, 1999.

Wiley J. Pierce Jr. PLS 3300
License Expires 6/30/2000

4-5-99
DATE

LICENSED LAND SURVEYOR
WILEY J. PIERCE, JR.
Exp. 6-30-2000
No. 3300
STATE OF CALIFORNIA

PREPARED BY:

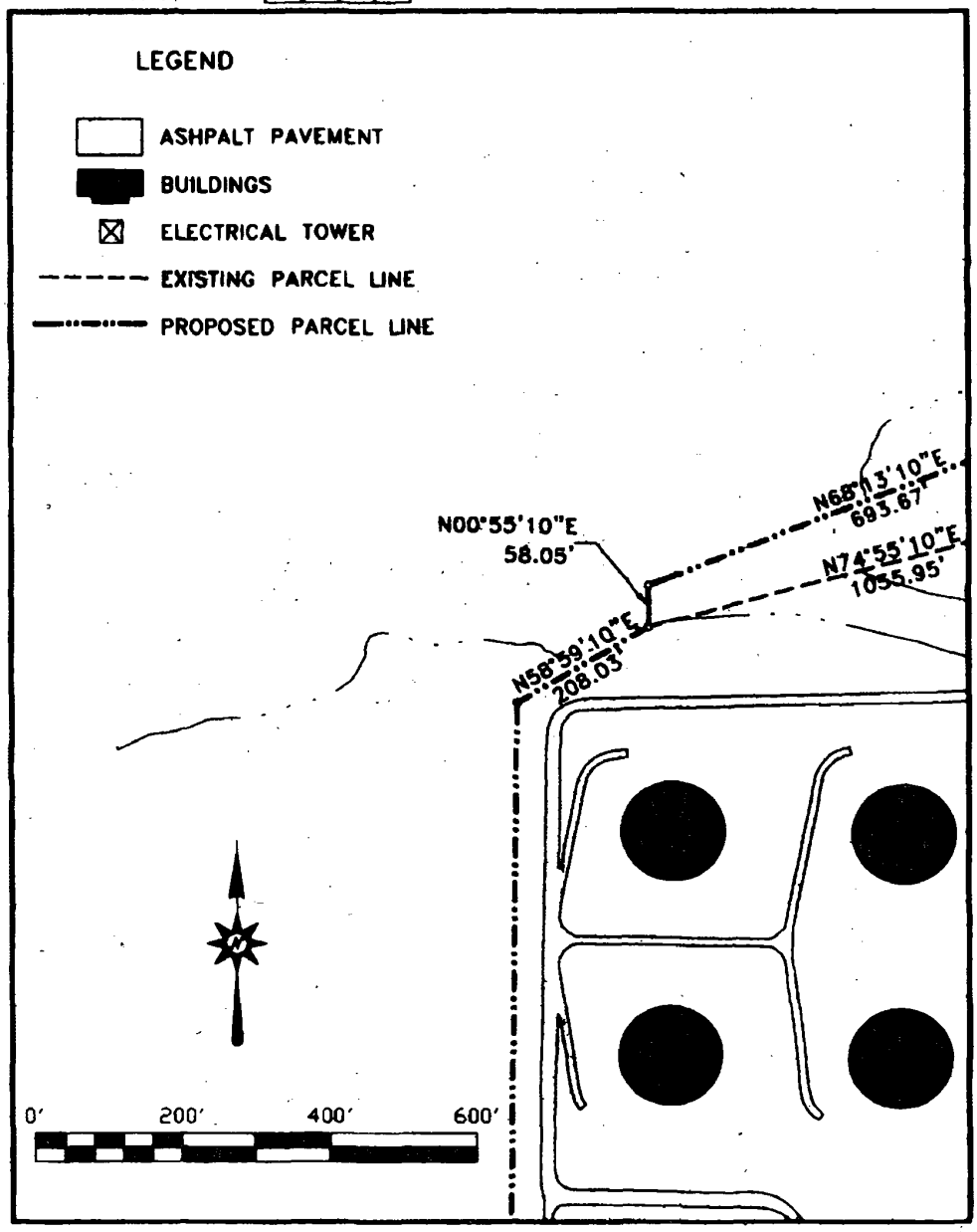
GEOTOPO
SURVEYING & MAPPING
1611 TELEGRAPH STE 488 OAKLAND CA 94612
(510)763-2338 FAX (510)763-6401

FRAME: 00002082

[redacted]

97773

SHEET 1 OF 8 OF EXHIBIT "B"

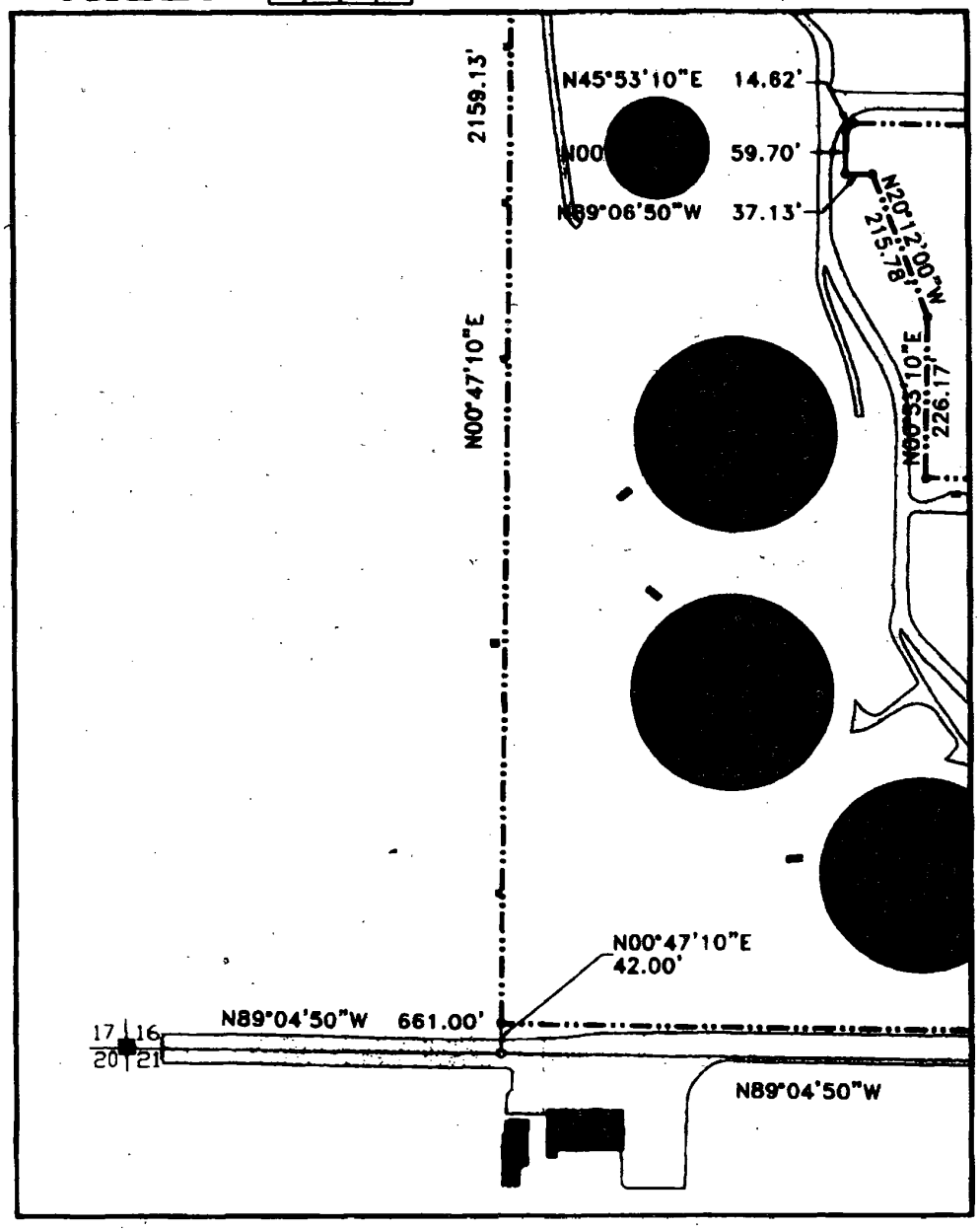


FRAME: 00002083

[redacted]

97773

SHEET 1 | 3 | 5 | 7 / 2 | 4 | 6 | 8 OF EXHIBIT "B"

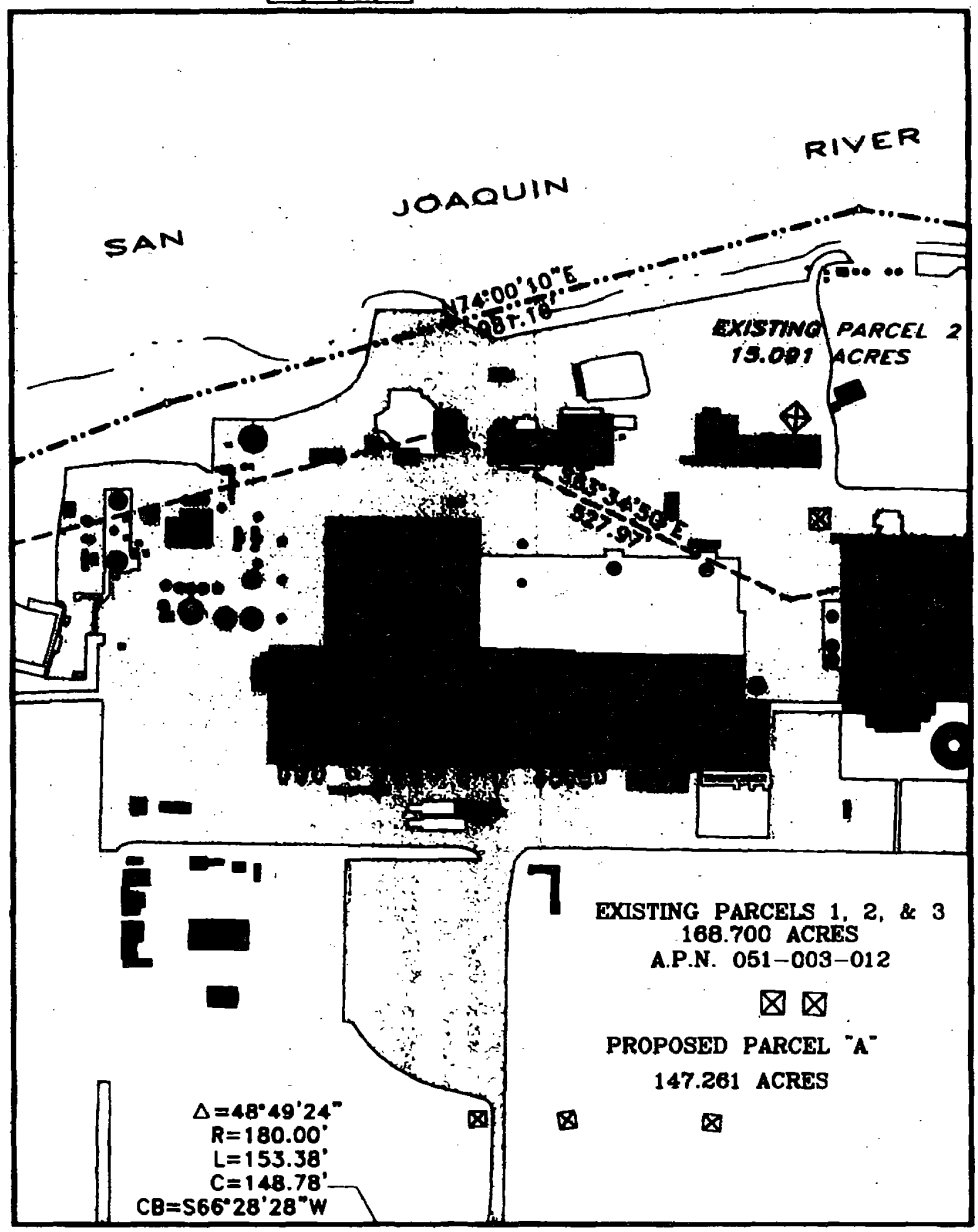


FRAME : 00002084

[redacted]

97773

SHEET 1 OF EXHIBIT "B"

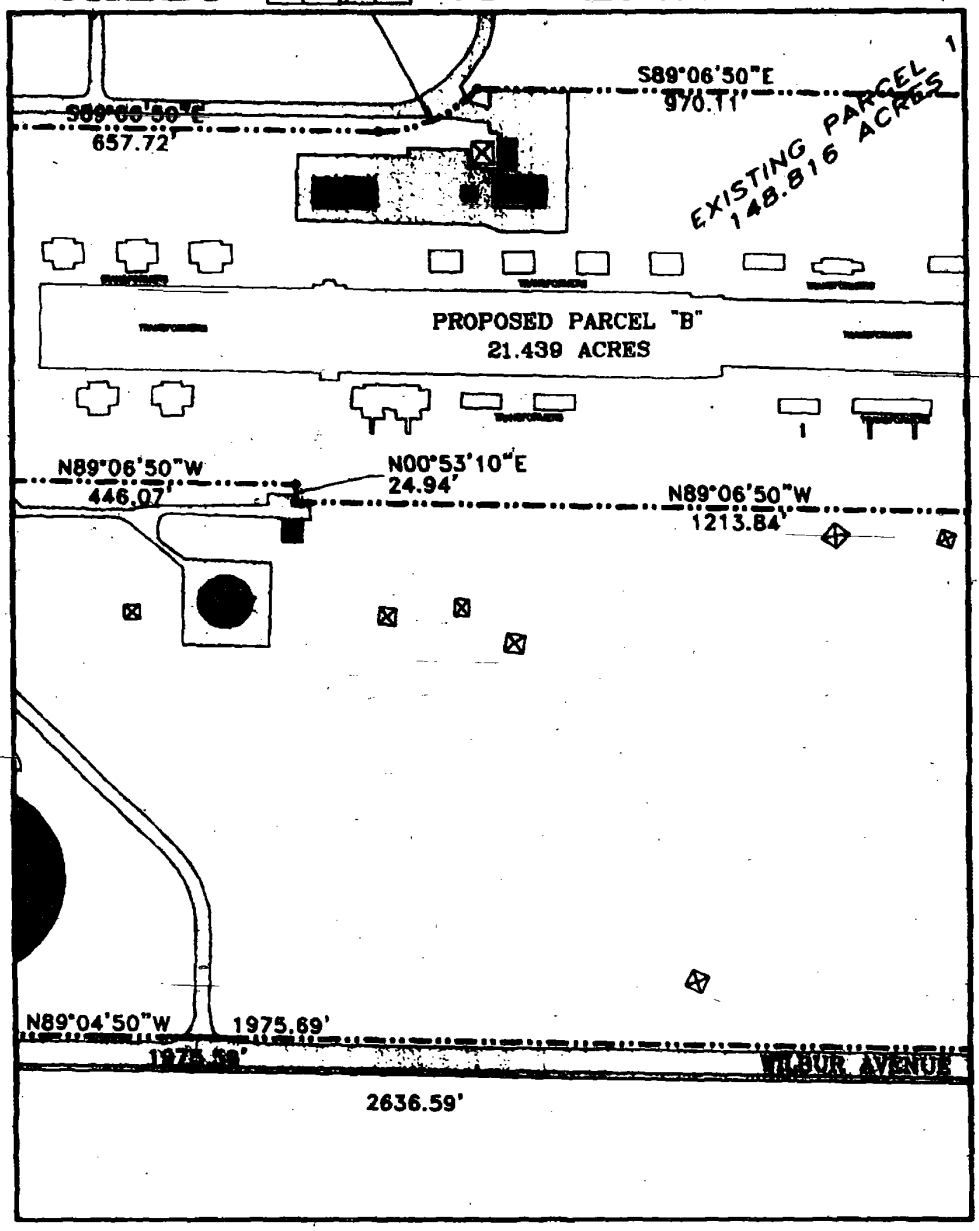


FRAME: 00002085

[redacted]

97773

SHEET 1 OF 8 OF EXHIBIT "B"

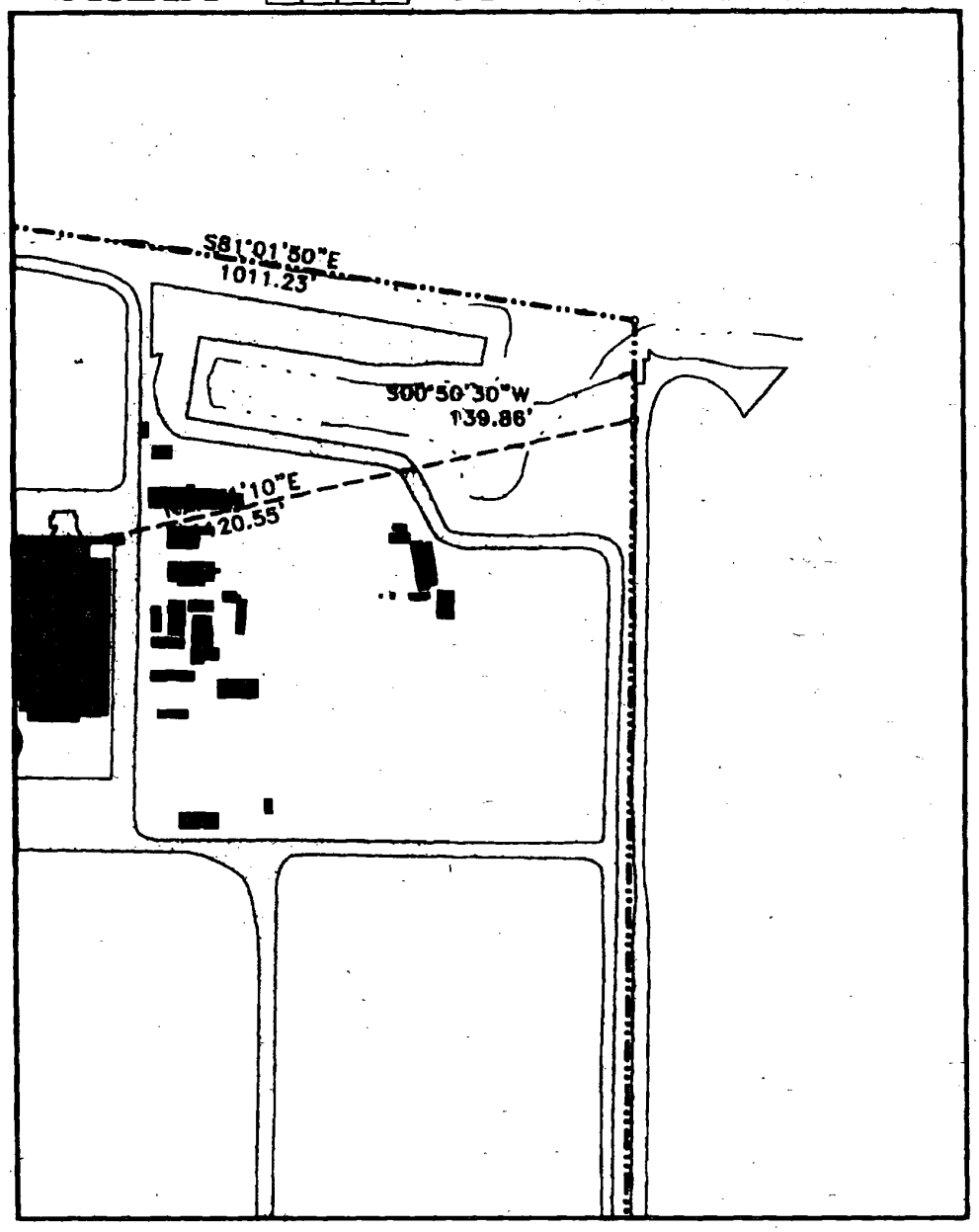


FRAME: 00002086

[redacted]

97773

SHEET 1 OF EXHIBIT "B"

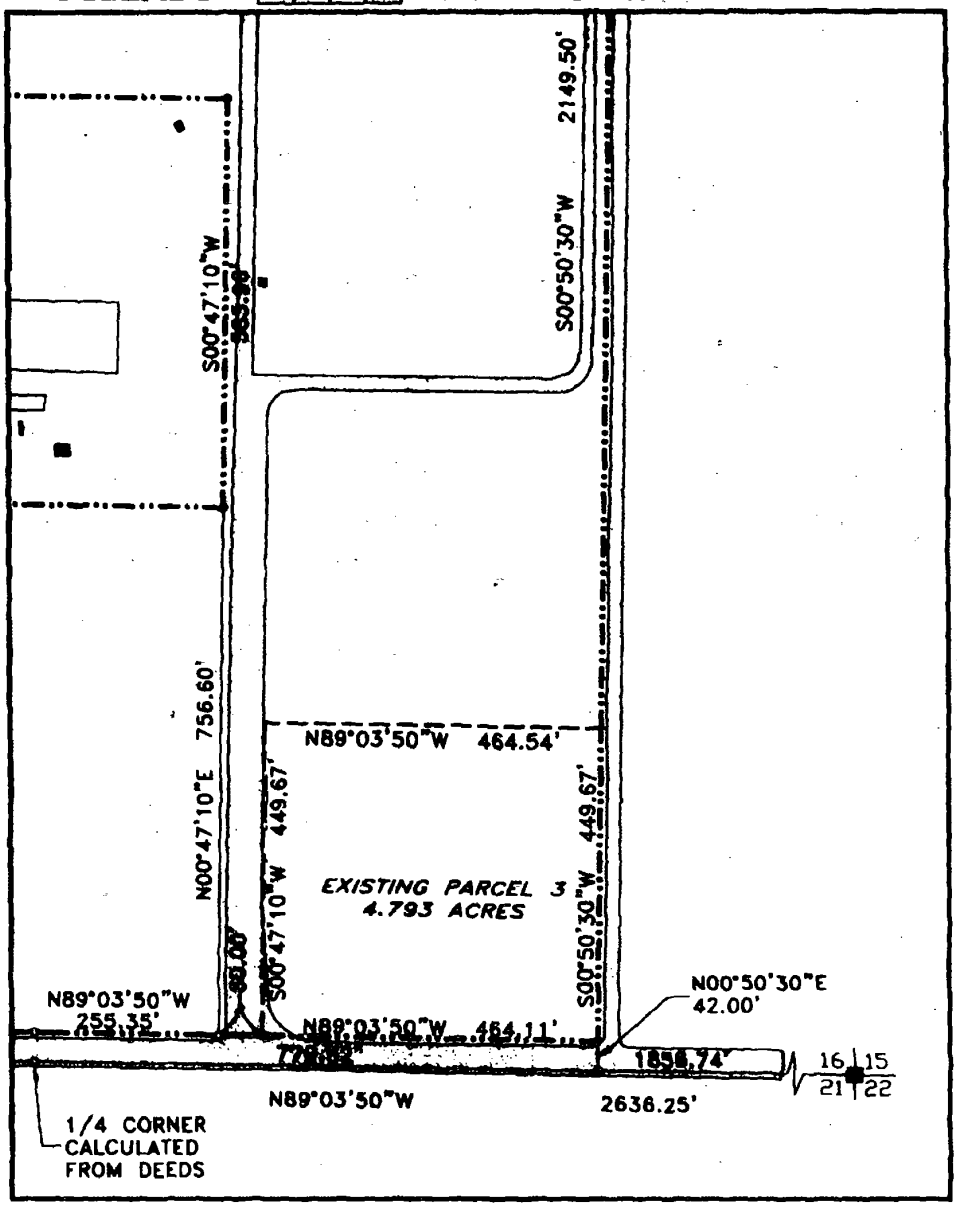


FRAME: 00002087

[redacted]

97773

SHEET 1 OF 8 OF EXHIBIT "B"



END OF DOCUMENT

FRAME: 00002088

[redacted]

PG&E Gas and Electric
Advice Submittal List
General Order 96-B, Section IV

AT&T
Albion Power Company

Alta Power Group, LLC
Anderson & Poole

Atlas ReFuel
BART

Barkovich & Yap, Inc.
Braun Blaising Smith Wynne, P.C.
California Community Choice Association
California Cotton Ginners & Growers Assn
California Energy Commission

California Hub for Energy Efficiency Financing

California Alternative Energy and Advanced Transportation Financing Authority
California Public Utilities Commission
Calpine

Cameron-Daniel, P.C.
Casner, Steve
Center for Biological Diversity

Chevron Pipeline and Power
City of Palo Alto

City of San Jose
Clean Power Research
Coast Economic Consulting
Commercial Energy
Crossborder Energy
Crown Road Energy, LLC
Davis Wright Tremaine LLP
Day Carter Murphy

Dept of General Services
Don Pickett & Associates, Inc.
Douglass & Liddell
Downey Brand LLP
Dish Wireless L.L.C.

East Bay Community Energy Ellison Schneider & Harris LLP
Engineers and Scientists of California

GenOn Energy, Inc.
Green Power Institute
Hanna & Morton
ICF
iCommLaw
International Power Technology
Intertie

Intestate Gas Services, Inc.

Johnston, Kevin
Kelly Group
Ken Bohn Consulting
Keyes & Fox LLP
Leviton Manufacturing Co., Inc.

Los Angeles County Integrated Waste Management Task Force
MRW & Associates
Manatt Phelps Phillips
Marin Energy Authority
McClintock IP
McKenzie & Associates

Modesto Irrigation District
NLine Energy, Inc.
NRG Solar

OnGrid Solar
Pacific Gas and Electric Company
Peninsula Clean Energy

Pioneer Community Energy

Public Advocates Office

Redwood Coast Energy Authority
Regulatory & Cogeneration Service, Inc.

Resource Innovations

SCD Energy Solutions
San Diego Gas & Electric Company

SPURR
San Francisco Water Power and Sewer
Sempra Utilities

Sierra Telephone Company, Inc.
Southern California Edison Company
Southern California Gas Company
Spark Energy
Sun Light & Power
Sunshine Design
Stoel Rives LLP

Tecogen, Inc.
TerraVerde Renewable Partners
Tiger Natural Gas, Inc.

TransCanada
Utility Cost Management
Utility Power Solutions
Water and Energy Consulting Wellhead Electric Company
Western Manufactured Housing Communities Association (WMA)
Yep Energy