

## OGE Model Capacity Purchase Agreement

4.4 Governmental Inspections. Seller shall notify Company (i) sufficiently in advance of any known upcoming significant inspections by any Governmental Authority relating to the Facility, to allow Company the opportunity to attend, and (ii) promptly after any unscheduled or impromptu inspection with a description of the nature and outcome of such inspection.

### 4.5 Commercial Operation.

(A) Seller shall cause COD to occur no later than the earlier to occur of (i) the date on which the requirements of Section 4.5(C) have been satisfied (subject to Company's rights pursuant to Section 4.5(D)), and (ii) June 1, 2021 (such date, the "Target COD"). Company shall not be obligated to accept and establish a Commercial Operation Date earlier than June ~~15~~1, 2019.

(B) Seller shall notify Company of the date on which Seller believes the Facility has achieved Commercial Operation (a "COD Notice"). A COD Notice shall include all necessary supporting documentation of the satisfaction or occurrence of all COD Conditions. Company shall have thirty (30) Business Days to review a COD Notice and raise any objection to Seller's satisfaction of any of the COD Conditions, *provided, however,* that Seller's COD Notice shall be deemed accepted by Company as of the date of delivery if Company fails to object within such time period. Seller may notify Company of completion of one or more COD Conditions on an individual and incremental basis prior to COD, *provided, however,* that Company shall in all cases have up to thirty (30) Business Days to review and object to each such notice.

(C) For purposes hereof:

1. the "Commercial Operation Date" or "COD" means 12:01 am on the Day following the date on which Company receives Seller's COD Notice, without valid objection thereto by Company; and

2. the "COD Conditions" are:

(a) an officer of Seller, authorized to bind Seller and who is familiar with the Facility, has provided written confirmation that (1) all necessary Permits have been obtained and are in full force and effect, (2) Seller is in compliance with this PPA in all respects, and (3) the Facility is available to commence normal operations in accordance with Seller's operating agreements, Project Contracts, and applicable manufacturers' warranties;

(b) Seller has made all necessary arrangements to obtain and pay the Local Provider for Station Power;

(c) Seller, the applicable Transmission Owner and the Transmission Authority have signed the Interconnection Agreement, and Seller has received no notice of breach thereof from the Transmission Authority or the Transmission Owner;