

EXHIBIT A

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SUBREGION 37**

ORNI 8, LLC, and ORPUNA, LLC d/b/a)	
Puna Geothermal Venture; ORMAT)	
NEVADA, INC.; and ORMAT)	
TECHNOLOGIES, INC., a Single Employer)	
or Joint Employers)	
)	<i>CASE NOS: 20-RC-078220; 20-CA-096143;</i>
Employer,)	<i>20-CA-110556, 20-CA-117113;</i>
)	<i>20-CA-117873</i>
and)	
)	
INTERNATIONAL BROTHERHOOD OF)	
ELECTRICAL WORKERS, LOCAL 1260,)	
)	
Union.)	

NON-BOARD SETTLEMENT AGREEMENT

ORNI 8, LLC and ORPUNA, LLC d/b/a PUNA GEOTHERMAL VENTURE; ORMAT NEVADA, INC.; AND ORMAT TECHNOLOGIES, INC., and any of its or their successors, parent companies, affiliates, agents, owners, investors, executives and managers (collectively, “Employer”), and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION 1260 and any of its successors, parent unions, affiliated organizations, agents, executives, officers, members, and anyone acting at the direction of or in concert with it or them (the “Union”) (together the “Parties”) desire to settle all claims in the unfair labor practice charges in the above-captioned matter before the National Labor Relations Board (“NLRB” or “Board”) and its General Counsel, Region 20, and Subregion 37 (“General Counsel,” “Region,” and “Subregion”) and the underlying representation proceeding all referenced above.

RECITALS

A. On or about April 5, 2012, the Union filed a Petition for Election in the above-captioned matter to represent a bargaining unit of operations and maintenance employees at the Employer. An election was held on May 14, 2012, resulting in a majority of votes cast for Union representation. Thereafter, the Employer timely filed objections to the conduct of the election and evidence in support of it. Some of the objections were overruled and some were ordered to hearing. After hearing, the NLRB ultimately upheld recommendations from the Hearing Officer overruling all objections. The Employer refused to bargain to test the legality of the representation proceeding, and the Union filed unfair labor practice claims to enforce the certification order of the NLRB. The NLRB held that the refusal to bargain was an unfair labor practice, and the Employer appealed at the same time the General Counsel petitioned to enforce the NLRB's order. The matter ended up before the U.S. Court of Appeals for the Ninth Circuit which remanded the matters in view of the U.S. Supreme Court's decision in *NLRB v. Noel Canning*, 134 S. Ct. 2550, 189 L. Ed. 2d 538 (2014). Ultimately, the NLRB issued Decision and Orders reported at 362 NLRB No. 133 (June 26, 2015) and 361 NLRB No. 114 (Nov. 26, 2014) (collectively, the "Certification Decision"). The Employer appealed the Certification Decision through a Petition for Review, and the NLRB filed a Cross-Application for Enforcement: the appeal is now pending before the U.S. Court of Appeals for the District of Columbia Circuit in Case No. 15-1196 (consolidated with Case No. 15-1250).

B. During the time period the representation proceeding referenced above was conducted and challenged by the Employer, the Union filed a number of additional unfair labor practice charges. The General Counsel acting through Subregion 37 issued a complaint on the above-captioned charges alleging in essence that the Employer failed and refused to bargain over

the implementation of a Fleet/Driving Safety Program and discipline and termination of five employees, Abraham Costa, Robert Culnan, Craig Dubczak, Desi Sugioka, and Taylor Sumida (“Individual Employees”).

C. During the years that this matter had been pending, many of the employees who voted in the May 14, 2012 election have left the Company and new employees have been hired. This has led the Union to change its recognitional objective as addressed below and to seek a disclaimer of interest in the bargaining unit.

D. The Parties now desire to settle and resolve all matters disputed herein including all matters in the case numbers referenced above and on appeal through a global settlement (“Global Settlement”) impacting the results of the representation proceeding and the unfair labor practice proceedings.

E. The Parties recognize that to achieve a Global Settlement, the NLRB by and through its General Counsel, Region 20, and Subregion 37, must take certain actions to effectuate settlement and, as to the Individual Employees, they may agree to settle their claims. Consequently, this Agreement and all settlement agreements with the Individual Employees are contingent upon agreement by the Parties and all necessary approvals by the NLRB, the Region, Subregion, and General Counsel. The Parties intend that once a Global Settlement is complete, there will be no further proceedings pending.

Therefore, in consideration of the covenants undertaken and the releases contained in this Non-Board Settlement Agreement, AND CONTINGENT ON A GLOBAL SETTLEMENT, the Parties agree as follows:

TERMS

1. Individual Employee Settlement Agreements. The Employer agrees to offer settlement and release agreements to the Individual Employees containing monetary amounts equal to one year of back pay based on the regular straight time rate of pay at the time of termination for scheduled work hours, not including overtime or any other term and condition of employment. The settlement agreements contain provisions such as a full release and waiver of any remedy in the above-captioned matter. The settlement agreements are attached hereto as Appendix A and are incorporated as if fully set forth herein. The Parties agree to act in good faith to recommend these settlement agreements as just and fair resolution of the unfair labor practice charges. All above-captioned cases must be dismissed with prejudice before the Employer is obligated to comply with the terms of this paragraph 1.

2. Union Withdrawal and Dismissal of Unfair Labor Practice Charges. Within ten (10) business days of execution of this Agreement, the Union shall send the Employer and the NLRB, Region 20/Subregion 37 the executed request to withdraw with prejudice all unfair labor practice charges in case numbers 20-CA-110556, 20-CA-117113; 20-CA-117873, and a request for dismissal of the Complaint, with a copy to the Employer.

3. Union Disclaimer of Interest. Within ten (10) business days of execution of this Agreement, the Union shall file a disclaimer of interest in the form attached hereto as Appendix B, and shall serve a copy on the Employer and the NLRB, Region 20/Subregion 37. The Employer agrees to disseminate a copy of the disclaimer to current bargaining unit employees. The Union represents and agrees that it has no *present* demand for recognition. The Union agrees to disclaim interest in the bargaining unit and intends for the disclaimer to be clear, unequivocal, and in good faith. For at least one (1) year from the date the Union files its

disclaimer of interest in the bargaining unit with Region 20/Subregion 37, the Union will not engage in any conduct inconsistent with the intent to withdraw as the representative of bargaining unit employees including, but not limited to, recognitional or informational picketing, work stoppages, boycotts, sympathy strikes, handbilling, initiating grievances, initiating unfair labor practice charges and/or a petition(s) for representation, collecting dues, attempting to make proposals over mandatory subjects of bargaining, or disrupting or interfering with the Employer's operations in any way. The parties agree that the Site visits set forth below in paragraph 4 do not constitute a present demand for recognition and are not inconsistent with the Union's intent to withdraw as the representative. The Employer and the Union agree to jointly petition the NLRB for revocation of the Certification Decision in Case No. 20- RC-078220. **The Union expressly waives any right it may have to demand recognition under the Certification Decision in Case No. 20-RC-078220, and expressly acknowledges and agrees that it must obtain a new showing of interest and file a new representation case ("RC") petition to seek the right to represent bargaining unit employees.**

4. Union Access. The Employer agrees that the Union may have a limited number of voluntary site visits to the PGV geothermal power plant ("Site"), provided that the Parties agree that these meetings do not evidence any present recognitional intent and are allowed only to meet with those PGV employees who voluntarily decide to attend the Site visits. The Parties further agree that the following apply:

a. The Site visits will be scheduled with the Plant Manager for the site when adequate managerial staff are available on site, and subject to operational needs of the plant. The Union must provide reasonable advance notice to the Plant Manager of no less than two

(2) weeks. The Parties will cooperate to schedule Site visits during shift turnover for the various shifts. The Employer will not provide any resources or support other than a meeting location.

b. No more than three (3) Site visits will occur from March through November 2016; no more than one (1) Site visit will occur in January 2017; no more than one (1) Site visit will occur in February 2017.

c. The meeting location within the Plant will be determined by the Plant Manager. The meeting location will allow reasonable ease of access to PGV employees and will reasonably allow the attendees to conduct a conversation (e.g., will not be too noisy).

d. No employees will be allowed to attend a Site visit during employee working time. All participation will be voluntary and before or after employee work shifts or during a lunch or break period.

e. The Union will be allowed no more than two (2) representatives for Site visits.

f. Site visits will be up to a total of one (1) hour in duration on any given day from entry to the Site to exit from the Site; the Union may select three (3) meetings to be up to a total of two (2) hours. The Union may enter the premises up to two (2) times during the day of the Site visit in order to access PGV employees coming on or coming off of their shifts.

g. Distribution of authorization cards or any documents for a showing of interest or as objective evidence of majority status by the Union is prohibited. The Union will not distribute written material other than business cards while on Employer's premises. The Parties agree that the Employer's non-solicitation policies will be enforced to the extent not inconsistent with this Agreement.

h. Site visits will be terminated in the following circumstances: (1) if Site visits are abused, any of the rules for them are violated, unruly or disruptive behavior occurs in conjunction with them, or any of the Employer's policies and procedures are violated in conjunction with them; (2) if any other labor organization demands equal time or access rights; (3) if another labor organization begins to organize employees, and/or demands recognition and/or files a petition for election at the NLRB, and/or files an unfair labor practice charge at the NLRB; (4) if the Union engages in any of the actions specified in this subparagraph 4(h); and (5) if there is a breach of this Agreement. The Employer and the Union maintain their rights to enforce employee rights to exercise or refrain from exercising their protected, concerted activities.

i. All above-captioned cases must be dismissed with prejudice before the Employer is obligated to comply with the terms of this paragraph 4.

5. Release of Claims. The Union, on behalf of itself and its agents, attorneys, insurers, employees, successors and assigns, and each of them (hereinafter together and collectively referred to as "Releasers"), hereby covenant not to sue and to fully release and forever discharge, defend and indemnify ORNI 8, LLC and ORPUNA, LLC d/b/a PUNA GEOTHERMAL VENTURE; ORMAT NEVADA, INC.; AND ORMAT TECHNOLOGIES, INC., and any of its or their parents, subsidiaries, affiliates, and all affiliated corporations, partnerships, limited liability companies past and present, and each of them, as well as its and their trustees, directors, officers, agents, attorneys, insurers, employees, stockholders, representatives, assigns, and successors, past and present, and each of them (hereinafter together and collectively referred to as "Releasees"), with respect to and from any and all claims, charges, wages, demands, rights, liens, agreements, contracts, covenants, actions, suits, causes of action,

obligations, debts, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which Releasors now own or holds or Releasors have at any time heretofore owned or held against said Releasees, arising out of or in any way connected with the Individual Employees' employment relationship with the Employer, the Individual Employees' discharge, or any other transactions, occurrences, acts or omissions or any loss, damage or injury whatever, known or unknown, suspected or unsuspected, resulting from any act or omission by or on the part of Releasees, or any of them, allegedly committed or omitted prior to the date of this Agreement, including, without limiting the generality of the foregoing, any currently existing claim, federal or its state law counterpart, under the National Labor Relations Act, the Labor Management Relations Act, or any currently existing tort or contract claim.

6. Non-Admissions Clause. By entering into this Non-Board Settlement Agreement, the Employer does not admit to violating the National Labor Relations Act or the Labor Management Relations Act, and neither party may use the fact of settlement or this Agreement as evidence of any violation of law.

7. Confidentiality. The Parties agree to maintain strict confidentiality of the financial terms of this Agreement and the financial terms of the attached settlement and release agreements for the Individual Employees, unless such terms are required to be disclosed in a legal proceeding, administrative agency, court of law, or by law.

8. Further Action. Each party agrees to take any and all appropriate steps to implement the terms of this Agreement. Each party further represents and warrants that none of

its claims that otherwise would have been released herein have been assigned, transferred, conveyed, or pledged by contract, operation of law or otherwise to any person or entity.

9. Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given: (a) on the fifth business day following mailing if mailed by registered or certified mail, return receipt requested, postage prepaid to the party to receive such notice, at the following addresses, or such other address as a party may designate from time to time by notice in accordance with this paragraph, or (b) on the date sent by email if sent during normal business hours of the recipient during a business day, and otherwise on the next business day if sent after normal business hours of the recipient.

If to the Employer:

Vicky Sertic
Ormat Technologies, Inc.
6225 Neil Road,
Reno, NV 89511
vsertic@ormat.com

With a copy to:

Charles S. Birenbaum
Greenberg Traurig, LLP
4 Embarcadero Center, Ste. 3000
San Francisco, CA 94111
birenbaumc@gtlaw.com

If to the Union:

Amy Ejercito
Director of Government and Legal
Affairs
International Brotherhood of Electrical
Workers, Local Union 1260
700 Bishop Street, Suite 1600
Honolulu, HI 96813
aejercito@ibew1260.org

10. Authority to Execute Agreement. Each party acknowledges and confirms, represents and warrants to each other that: (i) the individuals signing this Agreement are authorized to execute this Agreement on behalf of the respective party shown in the signature block below, and (ii) that no additional consents, approvals or other actions are required by that party or from any third party for this Agreement to be binding or effective against that party.

11. Governing Law; Injunctive Relief. This Agreement will be governed and interpreted in accordance with the federal laws of the United States applicable thereto. The Parties agree that breach of this Agreement may not result in easily ascertainable damages to the injured party. As a result, either party may seek an injunction in a court of competent jurisdiction to restrain the violation. The Parties waive the posting of any bond for an injunction or appeal of one, and the Parties agree that service of any notices or filings required by law may be performed by email.

12. Amendments; Waiver. This Agreement may not be altered, supplemented, modified or otherwise changed, in whole or in part, unless executed in writing by representatives of both Parties. No waiver of a breach of any provision or term of this Agreement shall be construed to be or shall be a waiver of any other breach of this Agreement. No waiver is binding unless executed in writing and signed by an authorized representative of the party waiving a breach.

13. Entire Agreement. This Agreement is the entire Agreement of the Parties and supersedes any prior negotiations, and any written, oral or other communications of the Parties. Any representation, promise, or agreement not specifically included in this Agreement shall not be binding upon or enforceable against either Party. This is a fully integrated Agreement. In that both Parties have legal counsel, the Parties agree no rule construing any provisions against the drafter shall be applied in a dispute over this Agreement.

14. Conditions. This Agreement is conditional upon all of the following:

a. The parties will obtain all appropriate and necessary approvals required to effectuate the Global Settlement and its terms from the NLRB, the General Counsel, the Region, the Subregion, and the Appellate Litigation Branch, as applicable, pursuant to the Union's disclaimer of interest in the bargaining unit;

b. All above-captioned unfair labor practice charges, and the appeal and cross-petition for enforcement in D.C. Circuit Case No. 15-1196 (consolidated with Case No. 15-1250) will be dismissed with prejudice by the parties and the NLRB;

c. The Employer and the Union will jointly petition the NLRB for revocation of the Certification Decision in Case No. 20- RC-078220;

d. No party or Individual Employee will file unfair labor practice charges arising from or covering the same issues asserted in the above-captioned cases;

e. No person or the Union will file a petition for representation for the Union to represent the same bargaining unit at the Employer within one (1) year from the date the Union files its disclaimer of interest in the bargaining unit with Region 20/Subregion 37; and

f. In the event any of the conditions set forth in this paragraph 14 are not satisfied, or in the event any condition is violated, the parties agree that the above-captioned cases will return to the status quo. As a result: (1) the Employer will have no obligation to comply with the terms of paragraphs 1 and 4 herein; (2) the Employer reserves the right to reject the Individual Employees' settlement agreements; (3) the Union reserves the right to reinstitute the above-captioned cases and the Employer waives its defense of untimeliness with respect the Union reinstating such cases; (4) the Employer reserves the right to reinstitute its defenses in all above-captioned cases and the Union waives its defense of untimeliness with respect the Employer reinstating such defenses; and (5) the Employer reserves the right to reinstitute its Appeal in D.C. Circuit Case No. 15-1196.

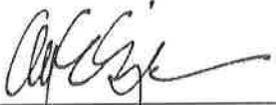
EXECUTED as of the dates set forth below.

[Signatures on Next Page]

Dated: February 22, 2016

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 1260

By: _____


Amy Ejercito
Director of Government and Legal
Affairs
International Brotherhood of Electrical
Workers, Local Union 1260
700 Bishop Street, Suite 1600
Honolulu, HI 96813

Dated: , February 22, 2016

ORNI 8, LLC and ORPUNA, LLC
d/b/a PUNA GEOTHERMAL VENTURE;
ORMAT NEVADA, Inc. and ORMAT
TECHNOLOGIES, INC.

By: _____


Ohad Zimron
Senior Vice President for Operations
Ormat Technologies, Inc.
6225 Neil Road,
Reno, NV 89511

APPENDIX A

AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

This Agreement and General Release of all Claims (“Agreement” or “Agreement and General Release”), is made by and between Abraham Costa (“Employee”), an individual, and ORNI 8 LLC and ORPUNA LLC dba Puna Geothermal Venture, a Hawaii General Partnership, and Ormat Technologies, Inc. (collectively the “Employer” or “PGV”).

RECITALS

- (i) The Employer operates and maintains a geothermal power plant;
- (ii) Employee was employed with the Employer as an Operator Technician III at the Puna Geothermal Venture Plant in Pahoa, Hawaii;
- (iii) The Employer terminated Employee’s employment on or about September 4, 2013 for noncompliance with the Employer’s Fleet/Driving Safety Program;
- (iv) The IBEW Local 1260 (“Union”) filed unfair labor practice charges in Case Nos. 20-CA-110556, 117113, 117873, as amended, which led the General Counsel of the National Labor Relations Board through Subregion 37 (the “General Counsel,” “NLRB,” and “Subregion”) to issue a Complaint and Notice of Hearing (“Complaint”) in the matter alleging that the Employer failed and refused to bargain with the Union over the Fleet/Driving Safety Program and the Employee’s discipline and termination under the National Labor Relations Act (“NLRA” or “Act”) and seeking back pay and reinstatement of the Employee;
- (v) The Employer filed an Answer that denies that the Employer violated the NLRA and sets forth various affirmative defenses, including a challenge to the NLRB’s underlying certification of the Union by appealing that matter to the U.S. Court of Appeals for the District of Columbia Circuit in Case No. 15-1196;
- (vi) The Union, the Employer, and Employee now wish to resolve and settle all claims between them in this matter in a global manner (“Global Settlement”); and
- (vii) The Employer and Employee are willing to enter this Agreement and General Release as part of, and contingent upon, the Global Settlement between the parties identified herein upon all appropriate approvals and actions by the NLRB to make the Global Settlement effective.

TERMS

Therefore, in consideration of the covenants undertaken and the releases contained in this Agreement and General Release, AND CONTINGENT ON A GLOBAL SETTLEMENT, the parties agree as follows.

1. Employee’s termination from employment is final and Employee waives reinstatement to Employees previous position and/or any comparable position.

2. The Employer shall provide Employee with:

A lump sum payment, equivalent to one year's pay based on Employee's base wage rate on the date of termination and regularly scheduled nonovertime work hours, in the gross amount of \$64,646.40, less standard withholding and authorized deductions. Payment shall be made by check mailed to by certified mail, return receipt requested, Employee's home address, issued five (5) business days after: (1) execution and return of the Agreement and Release; (2) expiration of the revocation period referenced in paragraph 13 below without Employee's revocation of this Agreement; (3) final and complete settlement with the Union; and (4) confirmation that the NLRB, General Counsel, and/or Subregion have taken all appropriate and necessary actions to make the Global Settlement effective.

3. In consideration of the foregoing, Employee shall:

a. Withdraw any existing charges, actions, claims, causes of action, or challenges to Employee's discipline and termination from Employment, if any, of discrimination he filed against the Employer (and its parent, subsidiaries, and/or affiliated corporations, partnerships, and limited liability companies); and

b. Refrain from filing any other charges, actions, claims or causes of action, regarding or arising from his employment and separation from employment with the Employer prior to the date of this Agreement;

c. On behalf of Employee, Employee's descendants, dependents, heirs, executors, administrators, assigns, and successors, and each of them, hereby covenants not to sue and to fully release and forever discharge, defend and indemnify the Employer, and its parent, subsidiaries, affiliates, and all affiliated corporations, partnerships, limited liability companies (including but not limited to Ormat, Inc., Ormat Technologies, Inc., Ormat Nevada, Inc., ORNI Holding LLC) past and present, and each of them, as well as its and their trustees, directors, officers, agents, attorneys, insurers, employees, stockholders, representatives, assigns, and successors, past and present, and each of them (hereinafter together and collectively referred to as "Releasees"), with respect to and from any and all claims, charges, wages, demands, rights, liens, agreements, contracts, covenants, actions, suits, causes of action, obligations, debts, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which Employee now owns or holds or Employee has at any time heretofore owned or held or may in the future hold against said Releasees, arising out of or in any way connected with Employee's employment relationship with PGV, Employee's separation from employment with PGV, or any other transactions, occurrences, acts or omissions or any loss, damage or injury whatever, known or unknown, suspected or unsuspected, resulting from any act or omission by or on the part of Releasees, or any of them, committed or omitted prior to the date of this Agreement, including, without limiting the generality of the foregoing, any claim, federal or its state law counterpart, under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, as amended, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the National Labor Relations Act, the Hawaii Employment Practices Law, H.R.S. Chapter 378, the Hawaii Civil

Rights Act, H.R.S. Chapter 368, the Family Medical Leave Act, etc., or any tort or contract claim including any claim for severance pay, bonus, sick leave, holiday pay, vacation pay, life insurance, health or medical insurance or any other fringe benefit; and

d. Refrain from seeking employment or re-employment with any of the Releasees and waive reinstatement to his position or any comparable position.

4. The releases set forth in paragraph 3 above do not limit Employee's right to participate in an investigative proceeding of any federal, state or local governmental agency. However, the consideration provided to Employee pursuant to this Agreement shall be the sole relief provided to Employee for the claims that are released herein and Employee will not be entitled to recover and agrees to waive any monetary benefits or recovery against Releasees in connection with any such proceeding without regard to who has initiated the proceeding.

5. Employee acknowledges and agrees that the payments set forth in paragraph 2 above are beyond that which Employee was already entitled to receive before entering into this Agreement and General Release. Employee also understands and agrees that by signing this Agreement and accepting the payment described above, Employee gives up any and all rights Employee may have to obtain any monetary award against Releasees through any administrative agency, court or other forum. Employee also expressly acknowledges and agrees that, by entering into this Agreement and General Release, Employee is waiving any and all rights or claims that Employee may have arising under the Age Discrimination in Employment Act of 1967, as amended, which have arisen on or before the date of execution of this Agreement.

6. Employee acknowledges that by reason of Employee's position with the Employer, Employee has been given access to trade secrets and proprietary and confidential information regarding PGV business products, know-how, marketing techniques and vendor lists of PGV ("Confidential Information"), all of which permit PGV to gain significant economic value from not being generally known by others outside PGV. Employee further acknowledges that Employee signed the "Confidentiality Obligation For An Employee" on November 26, 2007 and the "Disclosure of Proprietary Ormat Information" on December 18, 2007, where Employee agreed to maintain as confidential and not disclose information given to Employee during Employee's employment with PGV. Employee agrees that Employee's obligation to not disclose such information survives Employee's termination of employment with PGV and Employee shall not disclose or exploit information acquired during Employee's employment with PGV, including the Confidential Information.

7. Employee agrees that the terms and conditions of paragraph 2 of this Agreement shall remain confidential as between the parties and Employee shall not disclose them to any other person except the Union, Employee's Attorney and financial or tax planners unless Employee is compelled to do so by a court or a federal or state agency.

8. Employee, PGV's senior executives, and PGV's plant manager each agree to refrain from making any slanderous or libelous disparaging or negative remarks about the other party to this Agreement. Employee agrees to immediately notify the Employer upon receipt of any court order, subpoena, or any legal discovery device that seeks or might require the disclosure or

production of the existence or terms of this Agreement, and to furnish, within ten (10) business days of its receipt, a copy of such subpoena or legal discovery device to the Employer.

9. This Agreement constitutes and contains the entire agreement and final understanding concerning Employee's employment, and termination and all other subject matters addressed herein between the parties. It is intended by the parties as a complete and exclusive statement of the terms of their agreement. It supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matters hereof. Any representation, promise or agreement not specifically included in this Agreement shall not be binding upon or enforceable against either party. This is a fully integrated agreement.

10. In the event any provision in this Agreement is more restrictive than allowed by the law of any jurisdiction in which the parties seek enforcement, such provision shall be deemed amended and shall then be fully enforceable to the extent permitted by such law. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable, unless the unenforceable section affects the essence of the agreement.

11. This Agreement may not be altered, amended, modified or otherwise changed except by a writing executed by both parties. No waiver of any breach of any term or provision of this Agreement shall be construed to be, or shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

12. This Agreement and General Release of all claims shall be governed and conformed in accordance with the laws of the State of Hawaii without regard to its conflict of law provisions. In the event of a breach of any provision of this Agreement and General Release, either party may seek appropriate legal relief to enforce any term or terms of the Agreement and General Release.

13. In accordance with the provisions of the Older Worker Benefit Protection Act, 29 U.S.C. §626(f), Employee shall have twenty-one (21) calendar days from receipt of this Agreement on _____, 2016, to consider the terms of this Agreement and General Release and to consult with an attorney if he chooses to do so. If Employee agrees to all the provisions of this Agreement and General Release, Employee must sign and return the executed original of this Agreement to Mike McVey, PGV Plant Manager. If Employee changes his mind and would like to revoke this Agreement, Employee must do so by contacting Vicky Sertic, Director, U.S. Human Resources (by telephone at (775) 336-0117 or by email at vsertic@ormat.com) within seven (7) calendar days following execution of this Agreement and General Release.

14. This Agreement and General Release may be executed in counterparts, all of which together constitute one single document. PDF/mailed signatures shall be deemed as originals.

15. If this Agreement is not revoked, the Agreement and General Release shall become effective eight (8) calendar days after its execution **and** after final and complete Global Settlement with the Union and confirmation that the NLRB, General Counsel, and/or Subregion

have taken all appropriate and necessary actions to make the Global Settlement effective, whichever shall occur later.

EXECUTED this ____ day of February, 2016, at _____, Hawaii.

Abraham Costa

EXECUTED this ____ day of February, 2016, at Reno, Nevada.

The Employer, Puna Geothermal Venture

By: _____

Its: _____

AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

This Agreement and General Release of all Claims (“Agreement” or “Agreement and General Release”), is made by and between Robert Culnan (“Employee”), an individual, and ORNI 8 LLC and ORPUNA LLC dba Puna Geothermal Venture, a Hawaii General Partnership, and Ormat Technologies, Inc. (collectively the “Employer” or “PGV”).

RECITALS

- (i) The Employer operates and maintains a geothermal power plant;
- (ii) Employee was employed with the Employer as an Operator Technician III at the Puna Geothermal Venture Plant in Pahoehoe, Hawaii;
- (iii) The Employer terminated Employee’s employment on or about September 4, 2013 for insubordination toward his direct supervisor;
- (iv) The IBEW Local 1260 (“Union”) filed unfair labor practice charges in Case Nos. 20-CA-110556, 117113, 117873, as amended, which led the General Counsel of the National Labor Relations Board through Subregion 37 (the “General Counsel,” “NLRB,” and “Subregion”) to issue a Complaint and Notice of Hearing (“Complaint”) in the matter alleging that the Employer failed and refused to bargain with the Union over the Fleet/Driving Safety Program and the Employee’s discipline and termination under the National Labor Relations Act (“NLRA” or “Act”) and seeking back pay and reinstatement of the Employee;
- (v) The Employer filed an Answer that denies that the Employer violated the NLRA and sets forth various affirmative defenses, including a challenge to the NLRB’s underlying certification of the Union by appealing that matter to the U.S. Court of Appeals for the District of Columbia Circuit in Case No. 15-1196;
- (vi) The Union, the Employer, and Employee now wish to resolve and settle all claims between them in this matter in a global manner (“Global Settlement”); and
- (vii) The Employer and Employee are willing to enter this Agreement and General Release as part of, and contingent upon, the Global Settlement between the parties identified herein upon all appropriate approvals and actions by the NLRB to make the Global Settlement effective.

TERMS

Therefore, in consideration of the covenants undertaken and the releases contained in this Agreement and General Release, AND CONTINGENT ON A GLOBAL SETTLEMENT, the parties agree as follows.

1. Employee’s termination from employment is final and Employee waives reinstatement to Employees previous position and/or any comparable position.

2. The Employer shall provide Employee with:

A lump sum payment, equivalent to one year's pay based on Employee's base wage rate on the date of termination and regularly scheduled nonovertime work hours, in the gross amount of \$83,200.00, less standard withholding and authorized deductions. Payment shall be made by check mailed to by certified mail, return receipt requested, Employee's home address, issued five (5) business days after: (1) execution and return of the Agreement and Release; (2) expiration of the revocation period referenced in paragraph 13 below without Employee's revocation of this Agreement; (3) final and complete settlement with the Union; and (4) confirmation that the NLRB, General Counsel, and/or Subregion have taken all appropriate and necessary actions to make the Global Settlement effective .

3. In consideration of the foregoing, Employee shall:

a. Withdraw any existing charges, actions, claims, causes of action, or challenges to Employee's discipline and termination from Employment, if any, of discrimination he filed against the Employer (and its parent, subsidiaries, and/or affiliated corporations, partnerships, and limited liability companies); and

b. Refrain from filing any other charges, actions, claims or causes of action, regarding or arising from his employment and separation from employment with the Employer prior to the date of this Agreement;

c. On behalf of Employee, Employee's descendants, dependents, heirs, executors, administrators, assigns, and successors, and each of them, hereby covenants not to sue and to fully release and forever discharge, defend and indemnify the Employer, and its parent, subsidiaries, affiliates, and all affiliated corporations, partnerships, limited liability companies (including but not limited to Ormat, Inc., Ormat Technologies, Inc., Ormat Nevada, Inc., ORNI Holding LLC) past and present, and each of them, as well as its and their trustees, directors, officers, agents, attorneys, insurers, employees, stockholders, representatives, assigns, and successors, past and present, and each of them (hereinafter together and collectively referred to as "Releasees"), with respect to and from any and all claims, charges, wages, demands, rights, liens, agreements, contracts, covenants, actions, suits, causes of action, obligations, debts, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which Employee now owns or holds or Employee has at any time heretofore owned or held or may in the future hold against said Releasees, arising out of or in any way connected with Employee's employment relationship with PGV, Employee's separation from employment with PGV, or any other transactions, occurrences, acts or omissions or any loss, damage or injury whatever, known or unknown, suspected or unsuspected, resulting from any act or omission by or on the part of Releasees, or any of them, committed or omitted prior to the date of this Agreement, including, without limiting the generality of the foregoing, any claim, federal or its state law counterpart, under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, as amended, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the National Labor Relations Act, the Hawaii Employment Practices Law, H.R.S. Chapter 378, the Hawaii Civil

Rights Act, H.R.S. Chapter 368, the Family Medical Leave Act, etc., or any tort or contract claim including any claim for severance pay, bonus, sick leave, holiday pay, vacation pay, life insurance, health or medical insurance or any other fringe benefit; and

d. Refrain from seeking employment or re-employment with any of the Releasees and waive reinstatement to his position or any comparable position.

4. The releases set forth in paragraph 3 above do not limit Employee's right to participate in an investigative proceeding of any federal, state or local governmental agency. However, the consideration provided to Employee pursuant to this Agreement shall be the sole relief provided to Employee for the claims that are released herein and Employee will not be entitled to recover and agrees to waive any monetary benefits or recovery against Releasees in connection with any such proceeding without regard to who has initiated the proceeding.

5. Employee acknowledges and agrees that the payments set forth in paragraph 2 above are beyond that which Employee was already entitled to receive before entering into this Agreement and General Release. Employee also understands and agrees that by signing this Agreement and accepting the payment described above, Employee gives up any and all rights Employee may have to obtain any monetary award against Releasees through any administrative agency, court or other forum. Employee also expressly acknowledges and agrees that, by entering into this Agreement and General Release, Employee is waiving any and all rights or claims that Employee may have arising under the Age Discrimination in Employment Act of 1967, as amended, which have arisen on or before the date of execution of this Agreement.

6. Employee acknowledges that by reason of Employee's position with the Employer, Employee has been given access to trade secrets and proprietary and confidential information regarding PGV business products, know-how, marketing techniques and vendor lists of PGV ("Confidential Information"), all of which permit PGV to gain significant economic value from not being generally known by others outside PGV. Employee further acknowledges that Employee signed the "Confidentiality Obligation For An Employee" on November 19, 2005 and the "Disclosure of Proprietary Ormat Information" on December 19, 2007, where Employee agreed to maintain as confidential and not disclose information given to Employee during Employee's employment with PGV. Employee agrees that Employee's obligation to not disclose such information survives Employee's termination of employment with PGV and Employee shall not disclose or exploit information acquired during Employee's employment with PGV, including the Confidential Information.

7. Employee agrees that the terms and conditions of paragraph 2 of this Agreement shall remain confidential as between the parties and Employee shall not disclose them to any other person except the Union, Employee's Attorney and financial or tax planners unless Employee is compelled to do so by a court or a federal or state agency.

8. Employee, PGV's senior executives, and PGV's plant manager each agree to refrain from making any slanderous or libelous disparaging or negative remarks about the other party to this Agreement. Employee agrees to immediately notify the Employer upon receipt of any court order, subpoena, or any legal discovery device that seeks or might require the disclosure or

production of the existence or terms of this Agreement, and to furnish, within ten (10) business days of its receipt, a copy of such subpoena or legal discovery device to the Employer.

9. This Agreement constitutes and contains the entire agreement and final understanding concerning Employee's employment, and termination and all other subject matters addressed herein between the parties. It is intended by the parties as a complete and exclusive statement of the terms of their agreement. It supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matters hereof. Any representation, promise or agreement not specifically included in this Agreement shall not be binding upon or enforceable against either party. This is a fully integrated agreement.

10. In the event any provision in this Agreement is more restrictive than allowed by the law of any jurisdiction in which the parties seek enforcement, such provision shall be deemed amended and shall then be fully enforceable to the extent permitted by such law. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable, unless the unenforceable section affects the essence of the agreement.

11. This Agreement may not be altered, amended, modified or otherwise changed except by a writing executed by both parties. No waiver of any breach of any term or provision of this Agreement shall be construed to be, or shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

12. This Agreement and General Release of all claims shall be governed and conformed in accordance with the laws of the State of Hawaii without regard to its conflict of law provisions. In the event of a breach of any provision of this Agreement and General Release, either party may seek appropriate legal relief to enforce any term or terms of the Agreement and General Release.

13. In accordance with the provisions of the Older Worker Benefit Protection Act, 29 U.S.C. §626(f), Employee shall have twenty-one (21) calendar days from receipt of this Agreement on _____, 2016, to consider the terms of this Agreement and General Release and to consult with an attorney if he chooses to do so. If Employee agrees to all the provisions of this Agreement and General Release, Employee must sign and return the executed original of this Agreement to Mike McVey, PGV Plant Manager. If Employee changes his mind and would like to revoke this Agreement, Employee must do so by contacting Vicky Sertic, Director, U.S. Human Resources (by telephone at (775) 336-0117 or by email at vsertic@ormat.com) within seven (7) calendar days following execution of this Agreement and General Release.

14. This Agreement and General Release may be executed in counterparts, all of which together constitute one single document. PDF/emailed signatures shall be deemed as originals.

15. If this Agreement is not revoked, the Agreement and General Release shall become effective eight (8) calendar days after its execution **and** after final and complete Global Settlement with the Union and confirmation that the NLRB, General Counsel, and/or Subregion

have taken all appropriate and necessary actions to make the Global Settlement effective, whichever shall occur later.

EXECUTED this ____ day of February, 2016, at _____, Hawaii.

Robert Culnan

EXECUTED this ____ day of February, 2016, at Reno, Nevada.

The Employer, Puna Geothermal Venture

By: _____

Its: _____

AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

This Agreement and General Release of all Claims (“Agreement” or “Agreement and General Release”), is made by and between Craig Dubczak (“Employee”), an individual, and ORNI 8 LLC and ORPUNA LLC dba Puna Geothermal Venture, a Hawaii General Partnership, and Ormat Technologies, Inc. (collectively the “Employer” or “PGV”).

RECITALS

- (i) The Employer operates and maintains a geothermal power plant;
- (ii) Employee was employed with the Employer as a Mechanical Technician II at the Puna Geothermal Venture Plant in Paho, Hawaii;
- (iii) The Employer terminated Employee’s employment on or about September 4, 2013 for noncompliance with the Employer’s Fleet/Driving Safety Program;
- (iv) The IBEW Local 1260 (“Union”) filed unfair labor practice charges in Case Nos. 20-CA-110556, 117113, 117873, as amended, which led the General Counsel of the National Labor Relations Board through Subregion 37 (the “General Counsel,” “NLRB,” and “Subregion”) to issue a Complaint and Notice of Hearing (“Complaint”) in the matter alleging that the Employer failed and refused to bargain with the Union over the Fleet/Driving Safety Program and the Employee’s discipline and termination under the National Labor Relations Act (“NLRA” or “Act”) and seeking back pay and reinstatement of the Employee;
- (v) The Employer filed an Answer that denies that the Employer violated the NLRA and sets forth various affirmative defenses, including a challenge to the NLRB’s underlying certification of the Union by appealing that matter to the U.S. Court of Appeals for the District of Columbia Circuit in Case No. 15-1196;
- (vi) The Union, the Employer, and Employee now wish to resolve and settle all claims between them in this matter in a global manner (“Global Settlement”); and
- (vii) The Employer and Employee are willing to enter this Agreement and General Release as part of, and contingent upon, the Global Settlement between the parties identified herein upon all appropriate approvals and actions by the NLRB to make the Global Settlement effective.

TERMS

Therefore, in consideration of the covenants undertaken and the releases contained in this Agreement and General Release, AND CONTINGENT ON A GLOBAL SETTLEMENT, the parties agree as follows.

1. Employee’s termination from employment is final and Employee waives reinstatement to Employees previous position and/or any comparable position.

2. The Employer shall provide Employee with:

A lump sum payment, equivalent to one year's pay based on Employee's base wage rate on the date of termination and regularly scheduled nonovertime work hours, in the gross amount of \$70,720.00, less standard withholding and authorized deductions. Payment shall be made by check mailed to by certified mail, return receipt requested, Employee's home address, issued five (5) business days after: (1) execution and return of the Agreement and Release; (2) expiration of the revocation period referenced in paragraph 13 below without Employee's revocation of this Agreement; (3) final and complete settlement with the Union; and (4) confirmation that the NLRB, General Counsel, and/or Subregion have taken all appropriate and necessary actions to make the Global Settlement effective .

3. In consideration of the foregoing, Employee shall:

a. Withdraw any existing charges, actions, claims, causes of action, or challenges to Employee's discipline and termination from Employment, if any, of discrimination he filed against the Employer (and its parent, subsidiaries, and/or affiliated corporations, partnerships, and limited liability companies); and

b. Refrain from filing any other charges, actions, claims or causes of action, regarding or arising from his employment and separation from employment with the Employer prior to the date of this Agreement;

c. On behalf of Employee, Employee's descendants, dependents, heirs, executors, administrators, assigns, and successors, and each of them, hereby covenants not to sue and to fully release and forever discharge, defend and indemnify the Employer, and its parent, subsidiaries, affiliates, and all affiliated corporations, partnerships, limited liability companies (including but not limited to Ormat, Inc., Ormat Technologies, Inc., Ormat Nevada, Inc., ORNI Holding LLC) past and present, and each of them, as well as its and their trustees, directors, officers, agents, attorneys, insurers, employees, stockholders, representatives, assigns, and successors, past and present, and each of them (hereinafter together and collectively referred to as "Releasees"), with respect to and from any and all claims, charges, wages, demands, rights, liens, agreements, contracts, covenants, actions, suits, causes of action, obligations, debts, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which Employee now owns or holds or Employee has at any time heretofore owned or held or may in the future hold against said Releasees, arising out of or in any way connected with Employee's employment relationship with PGV, Employee's separation from employment with PGV, or any other transactions, occurrences, acts or omissions or any loss, damage or injury whatever, known or unknown, suspected or unsuspected, resulting from any act or omission by or on the part of Releasees, or any of them, committed or omitted prior to the date of this Agreement, including, without limiting the generality of the foregoing, any claim, federal or its state law counterpart, under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, as amended, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the National Labor Relations Act, the Hawaii Employment Practices Law, H.R.S. Chapter 378, the Hawaii Civil

Rights Act, H.R.S. Chapter 368, the Family Medical Leave Act, etc., or any tort or contract claim including any claim for severance pay, bonus, sick leave, holiday pay, vacation pay, life insurance, health or medical insurance or any other fringe benefit; and

d. Refrain from seeking employment or re-employment with any of the Releasees and waive reinstatement to his position or any comparable position.

4. The releases set forth in paragraph 3 above do not limit Employee's right to participate in an investigative proceeding of any federal, state or local governmental agency. However, the consideration provided to Employee pursuant to this Agreement shall be the sole relief provided to Employee for the claims that are released herein and Employee will not be entitled to recover and agrees to waive any monetary benefits or recovery against Releasees in connection with any such proceeding without regard to who has initiated the proceeding.

5. Employee acknowledges and agrees that the payments set forth in paragraph 2 above are beyond that which Employee was already entitled to receive before entering into this Agreement and General Release. Employee also understands and agrees that by signing this Agreement and accepting the payment described above, Employee gives up any and all rights Employee may have to obtain any monetary award against Releasees through any administrative agency, court or other forum. Employee also expressly acknowledges and agrees that, by entering into this Agreement and General Release, Employee is waiving any and all rights or claims that Employee may have arising under the Age Discrimination in Employment Act of 1967, as amended, which have arisen on or before the date of execution of this Agreement.

6. Employee acknowledges that by reason of Employee's position with the Employer, Employee has been given access to trade secrets and proprietary and confidential information regarding PGV business products, know-how, marketing techniques and vendor lists of PGV ("Confidential Information"), all of which permit PGV to gain significant economic value from not being generally known by others outside PGV. Employee further acknowledges that Employee signed the "Confidentiality Obligation For An Employee" on November 17, 2005 and the "Disclosure of Proprietary Ormat Information" on December 18, 2007, where Employee agreed to maintain as confidential and not disclose information given to Employee during Employee's employment with PGV. Employee agrees that Employee's obligation to not disclose such information survives Employee's termination of employment with PGV and Employee shall not disclose or exploit information acquired during Employee's employment with PGV, including the Confidential Information.

7. Employee agrees that the terms and conditions of paragraph 2 of this Agreement shall remain confidential as between the parties and Employee shall not disclose them to any other person except the Union, Employee's Attorney and financial or tax planners unless Employee is compelled to do so by a court or a federal or state agency.

8. Employee, PGV's senior executives, and PGV's plant manager each agree to refrain from making any slanderous or libelous disparaging or negative remarks about the other party to this Agreement. Employee agrees to immediately notify the Employer upon receipt of any court order, subpoena, or any legal discovery device that seeks or might require the disclosure or

production of the existence or terms of this Agreement, and to furnish, within ten (10) business days of its receipt, a copy of such subpoena or legal discovery device to the Employer.

9. This Agreement constitutes and contains the entire agreement and final understanding concerning Employee's employment, and termination and all other subject matters addressed herein between the parties. It is intended by the parties as a complete and exclusive statement of the terms of their agreement. It supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matters hereof. Any representation, promise or agreement not specifically included in this Agreement shall not be binding upon or enforceable against either party. This is a fully integrated agreement.

10. In the event any provision in this Agreement is more restrictive than allowed by the law of any jurisdiction in which the parties seek enforcement, such provision shall be deemed amended and shall then be fully enforceable to the extent permitted by such law. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable, unless the unenforceable section affects the essence of the agreement.

11. This Agreement may not be altered, amended, modified or otherwise changed except by a writing executed by both parties. No waiver of any breach of any term or provision of this Agreement shall be construed to be, or shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

12. This Agreement and General Release of all claims shall be governed and conformed in accordance with the laws of the State of Hawaii without regard to its conflict of law provisions. In the event of a breach of any provision of this Agreement and General Release, either party may seek appropriate legal relief to enforce any term or terms of the Agreement and General Release.

13. In accordance with the provisions of the Older Worker Benefit Protection Act, 29 U.S.C. §626(f), Employee shall have twenty-one (21) calendar days from receipt of this Agreement on _____, 2016, to consider the terms of this Agreement and General Release and to consult with an attorney if he chooses to do so. If Employee agrees to all the provisions of this Agreement and General Release, Employee must sign and return the executed original of this Agreement to Mike McVey, PGV Plant Manager. If Employee changes his mind and would like to revoke this Agreement, Employee must do so by contacting Vicky Sertic, Director, U.S. Human Resources (by telephone at (775) 336-0117 or by email at vsertic@ormat.com) within seven (7) calendar days following execution of this Agreement and General Release.

14. This Agreement and General Release may be executed in counterparts, all of which together constitute one single document. PDF/mailed signatures shall be deemed as originals.

15. If this Agreement is not revoked, the Agreement and General Release shall become effective eight (8) calendar days after its execution **and** after final and complete Global Settlement with the Union and confirmation that the NLRB, General Counsel, and/or Subregion

have taken all appropriate and necessary actions to make the Global Settlement effective, whichever shall occur later.

EXECUTED this ____ day of February, 2016, at _____, Hawaii.

Craig Dubczak

EXECUTED this ____ day of February, 2016, at Reno, Nevada.

The Employer, Puna Geothermal Venture

By: _____

Its: _____

AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

This Agreement and General Release of all Claims (“Agreement” or “Agreement and General Release”), is made by and between Taylor Sumida (“Employee”), an individual, and ORNI 8 LLC and ORPUNA LLC dba Puna Geothermal Venture, a Hawaii General Partnership, and Ormat Technologies, Inc. (collectively the “Employer” or “PGV”).

RECITALS

- (i) The Employer operates and maintains a geothermal power plant;
- (ii) Employee was employed with the Employer as a Shift Supervisor at the Puna Geothermal Venture Plant in Pahoa, Hawaii;
- (iii) The Employer terminated Employee’s employment on or about September 4, 2013 for noncompliance with the Employer’s Fleet/Driving Safety Program;
- (iv) The IBEW Local 1260 (“Union”) filed unfair labor practice charges in Case Nos. 20-CA-110556, 117113, 117873, as amended, which led the General Counsel of the National Labor Relations Board through Subregion 37 (the “General Counsel,” “NLRB,” and “Subregion”) to issue a Complaint and Notice of Hearing (“Complaint”) in the matter alleging that the Employer failed and refused to bargain with the Union over the Fleet/Driving Safety Program and the Employee’s discipline and termination under the National Labor Relations Act (“NLRA” or “Act”) and seeking back pay and reinstatement of the Employee;
- (v) The Employer filed an Answer that denies that the Employer violated the NLRA and sets forth various affirmative defenses, including a challenge to the NLRB’s underlying certification of the Union by appealing that matter to the U.S. Court of Appeals for the District of Columbia Circuit in Case No. 15-1196;
- (vi) The Union, the Employer, and Employee now wish to resolve and settle all claims between them in this matter in a global manner (“Global Settlement”); and
- (vii) The Employer and Employee are willing to enter this Agreement and General Release as part of, and contingent upon, the Global Settlement between the parties identified herein upon all appropriate approvals and actions by the NLRB to make the Global Settlement effective.

TERMS

Therefore, in consideration of the covenants undertaken and the releases contained in this Agreement and General Release, AND CONTINGENT ON A GLOBAL SETTLEMENT, the parties agree as follows.

1. Employee’s termination from employment is final and Employee waives reinstatement to Employees previous position and/or any comparable position.

2. The Employer shall provide Employee with:

A lump sum payment, equivalent to one year's pay based on Employee's base wage rate on the date of termination and regularly scheduled nonovertime work hours, in the gross amount of \$68,640.00, less standard withholding and authorized deductions. Payment shall be made by check mailed to by certified mail, return receipt requested, Employee's home address, issued five (5) business days after: (1) execution and return of the Agreement and Release; (2) expiration of the revocation period referenced in paragraph 13 below without Employee's revocation of this Agreement; (3) final and complete settlement with the Union; and (4) confirmation that the NLRB, General Counsel, and/or Subregion have taken all appropriate and necessary actions to make the Global Settlement effective .

3. In consideration of the foregoing, Employee shall:

a. Withdraw any existing charges, actions, claims, causes of action, or challenges to Employee's discipline and termination from Employment, if any, of discrimination he filed against the Employer (and its parent, subsidiaries, and/or affiliated corporations, partnerships, and limited liability companies); and

b. Refrain from filing any other charges, actions, claims or causes of action, regarding or arising from his employment and separation from employment with the Employer prior to the date of this Agreement;

c. On behalf of Employee, Employee's descendants, dependents, heirs, executors, administrators, assigns, and successors, and each of them, hereby covenants not to sue and to fully release and forever discharge, defend and indemnify the Employer, and its parent, subsidiaries, affiliates, and all affiliated corporations, partnerships, limited liability companies (including but not limited to Ormat, Inc., Ormat Technologies, Inc., Ormat Nevada, Inc., ORNI Holding LLC) past and present, and each of them, as well as its and their trustees, directors, officers, agents, attorneys, insurers, employees, stockholders, representatives, assigns, and successors, past and present, and each of them (hereinafter together and collectively referred to as "Releasees"), with respect to and from any and all claims, charges, wages, demands, rights, liens, agreements, contracts, covenants, actions, suits, causes of action, obligations, debts, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which Employee now owns or holds or Employee has at any time heretofore owned or held or may in the future hold against said Releasees, arising out of or in any way connected with Employee's employment relationship with PGV, Employee's separation from employment with PGV, or any other transactions, occurrences, acts or omissions or any loss, damage or injury whatever, known or unknown, suspected or unsuspected, resulting from any act or omission by or on the part of Releasees, or any of them, committed or omitted prior to the date of this Agreement, including, without limiting the generality of the foregoing, any claim, federal or its state law counterpart, under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, as amended, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the National Labor Relations Act, the Hawaii Employment Practices Law, H.R.S. Chapter 378, the Hawaii Civil

Rights Act, H.R.S. Chapter 368, the Family Medical Leave Act, etc., or any tort or contract claim including any claim for severance pay, bonus, sick leave, holiday pay, vacation pay, life insurance, health or medical insurance or any other fringe benefit; and

d. Refrain from seeking employment or re-employment with any of the Releasees and waive reinstatement to his position or any comparable position.

4. The releases set forth in paragraph 3 above do not limit Employee's right to participate in an investigative proceeding of any federal, state or local governmental agency. However, the consideration provided to Employee pursuant to this Agreement shall be the sole relief provided to Employee for the claims that are released herein and Employee will not be entitled to recover and agrees to waive any monetary benefits or recovery against Releasees in connection with any such proceeding without regard to who has initiated the proceeding.

5. Employee acknowledges and agrees that the payments set forth in paragraph 2 above are beyond that which Employee was already entitled to receive before entering into this Agreement and General Release. Employee also understands and agrees that by signing this Agreement and accepting the payment described above, Employee gives up any and all rights Employee may have to obtain any monetary award against Releasees through any administrative agency, court or other forum. Employee also expressly acknowledges and agrees that, by entering into this Agreement and General Release, Employee is waiving any and all rights or claims that Employee may have arising under the Age Discrimination in Employment Act of 1967, as amended, which have arisen on or before the date of execution of this Agreement.

6. Employee acknowledges that by reason of Employee's position with the Employer, Employee has been given access to trade secrets and proprietary and confidential information regarding PGV business products, know-how, marketing techniques and vendor lists of PGV ("Confidential Information"), all of which permit PGV to gain significant economic value from not being generally known by others outside PGV. Employee further acknowledges that Employee signed the "Confidentiality Obligation For An Employee" on September 19, 2006 and the "Disclosure of Proprietary Ormat Information" on December 26, 2007, where Employee agreed to maintain as confidential and not disclose information given to Employee during Employee's employment with PGV. Employee agrees that Employee's obligation to not disclose such information survives Employee's termination of employment with PGV and Employee shall not disclose or exploit information acquired during Employee's employment with PGV, including the Confidential Information.

7. Employee agrees that the terms and conditions of paragraph 2 of this Agreement shall remain confidential as between the parties and Employee shall not disclose them to any other person except the Union, Employee's Attorney and financial or tax planners unless Employee is compelled to do so by a court or a federal or state agency.

8. Employee, PGV's senior executives, and PGV's plant manager each agree to refrain from making any slanderous or libelous disparaging or negative remarks about the other party to this Agreement. Employee agrees to immediately notify the Employer upon receipt of any court order, subpoena, or any legal discovery device that seeks or might require the disclosure or

production of the existence or terms of this Agreement, and to furnish, within ten (10) business days of its receipt, a copy of such subpoena or legal discovery device to the Employer.

9. This Agreement constitutes and contains the entire agreement and final understanding concerning Employee's employment, and termination and all other subject matters addressed herein between the parties. It is intended by the parties as a complete and exclusive statement of the terms of their agreement. It supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matters hereof. Any representation, promise or agreement not specifically included in this Agreement shall not be binding upon or enforceable against either party. This is a fully integrated agreement.

10. In the event any provision in this Agreement is more restrictive than allowed by the law of any jurisdiction in which the parties seek enforcement, such provision shall be deemed amended and shall then be fully enforceable to the extent permitted by such law. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable, unless the unenforceable section affects the essence of the agreement.

11. This Agreement may not be altered, amended, modified or otherwise changed except by a writing executed by both parties. No waiver of any breach of any term or provision of this Agreement shall be construed to be, or shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

12. This Agreement and General Release of all claims shall be governed and conformed in accordance with the laws of the State of Hawaii without regard to its conflict of law provisions. In the event of a breach of any provision of this Agreement and General Release, either party may seek appropriate legal relief to enforce any term or terms of the Agreement and General Release.

13. In accordance with the provisions of the Older Worker Benefit Protection Act, 29 U.S.C. §626(f), Employee shall have twenty-one (21) calendar days from receipt of this Agreement on _____, 2016, to consider the terms of this Agreement and General Release and to consult with an attorney if he chooses to do so. If Employee agrees to all the provisions of this Agreement and General Release, Employee must sign and return the executed original of this Agreement to Mike McVey, PGV Plant Manager. If Employee changes his mind and would like to revoke this Agreement, Employee must do so by contacting Vicky Sertic, Director, U.S. Human Resources (by telephone at (775) 336-0117 or by email at vsertic@ormat.com) within seven (7) calendar days following execution of this Agreement and General Release.

14. This Agreement and General Release may be executed in counterparts, all of which together constitute one single document. PDF/mailed signatures shall be deemed as originals.

15. If this Agreement is not revoked, the Agreement and General Release shall become effective eight (8) calendar days after its execution **and** after final and complete Global Settlement with the Union and confirmation that the NLRB, General Counsel, and/or Subregion

have taken all appropriate and necessary actions to make the Global Settlement effective, whichever shall occur later.

EXECUTED this ____ day of February, 2016, at _____, Hawaii.

Taylor Sumida

EXECUTED this ____ day of February, 2016, at Reno, Nevada.

The Employer, Puna Geothermal Venture

By: _____

Its: _____

AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

This Agreement and General Release of all Claims (“Agreement” or “Agreement and General Release”), is made by and between Desi Sugioka (“Employee”), an individual, and ORNI 8 LLC and ORPUNA LLC dba Puna Geothermal Venture, a Hawaii General Partnership, and Ormat Technologies, Inc. (collectively the “Employer” or “PGV”).

RECITALS

- (i) The Employer operates and maintains a geothermal power plant;
- (ii) Employee was employed with the Employer as an Operator Technician III at the Puna Geothermal Venture Plant in Pahoa, Hawaii;
- (iii) The Employer terminated Employee’s employment on or about September 4, 2013 for noncompliance with the Employer’s Fleet/Driving Safety Program;
- (iv) The IBEW Local 1260 (“Union”) filed unfair labor practice charges in Case Nos. 20-CA-110556, 117113, 117873, as amended, which led the General Counsel of the National Labor Relations Board through Subregion 37 (the “General Counsel,” “NLRB,” and “Subregion”) to issue a Complaint and Notice of Hearing (“Complaint”) in the matter alleging that the Employer failed and refused to bargain with the Union over the Fleet/Driving Safety Program and the Employee’s discipline and termination under the National Labor Relations Act (“NLRA” or “Act”) and seeking back pay and reinstatement of the Employee;
- (v) The Employer filed an Answer that denies that the Employer violated the NLRA and sets forth various affirmative defenses, including a challenge to the NLRB’s underlying certification of the Union by appealing that matter to the U.S. Court of Appeals for the District of Columbia Circuit in Case No. 15-1196;
- (vi) The Union, the Employer, and Employee now wish to resolve and settle all claims between them in this matter in a global manner (“Global Settlement”); and
- (vii) The Employer and Employee are willing to enter this Agreement and General Release as part of, and contingent upon, the Global Settlement between the parties identified herein upon all appropriate approvals and actions by the NLRB to make the Global Settlement effective.

TERMS

Therefore, in consideration of the covenants undertaken and the releases contained in this Agreement and General Release, AND CONTINGENT ON A GLOBAL SETTLEMENT, the parties agree as follows.

1. Employee’s termination from employment is final and Employee waives reinstatement to Employees previous position and/or any comparable position.

2. The Employer shall provide Employee with:

A lump sum payment, equivalent to one year's pay based on Employee's base wage rate on the date of termination and regularly scheduled nonovertime work hours, in the gross amount of \$69,222.40, less standard withholding and authorized deductions. Payment shall be made by check mailed to by certified mail, return receipt requested, Employee's home address, issued five (5) business days after: (1) execution and return of the Agreement and Release; (2) expiration of the revocation period referenced in paragraph 13 below without Employee's revocation of this Agreement; (3) final and complete settlement with the Union; and (4) confirmation that the NLRB, General Counsel, and/or Subregion have taken all appropriate and necessary actions to make the Global Settlement effective .

3. In consideration of the foregoing, Employee shall:

a. Withdraw any existing charges, actions, claims, causes of action, or challenges to Employee's discipline and termination from Employment, if any, of discrimination he filed against the Employer (and its parent, subsidiaries, and/or affiliated corporations, partnerships, and limited liability companies); and

b. Refrain from filing any other charges, actions, claims or causes of action, regarding or arising from his employment and separation from employment with the Employer prior to the date of this Agreement;

c. On behalf of Employee, Employee's descendants, dependents, heirs, executors, administrators, assigns, and successors, and each of them, hereby covenants not to sue and to fully release and forever discharge, defend and indemnify the Employer, and its parent, subsidiaries, affiliates, and all affiliated corporations, partnerships, limited liability companies (including but not limited to Ormat, Inc., Ormat Technologies, Inc., Ormat Nevada, Inc., ORNI Holding LLC) past and present, and each of them, as well as its and their trustees, directors, officers, agents, attorneys, insurers, employees, stockholders, representatives, assigns, and successors, past and present, and each of them (hereinafter together and collectively referred to as "Releasees"), with respect to and from any and all claims, charges, wages, demands, rights, liens, agreements, contracts, covenants, actions, suits, causes of action, obligations, debts, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which Employee now owns or holds or Employee has at any time heretofore owned or held or may in the future hold against said Releasees, arising out of or in any way connected with Employee's employment relationship with PGV, Employee's separation from employment with PGV, or any other transactions, occurrences, acts or omissions or any loss, damage or injury whatever, known or unknown, suspected or unsuspected, resulting from any act or omission by or on the part of Releasees, or any of them, committed or omitted prior to the date of this Agreement, including, without limiting the generality of the foregoing, any claim, federal or its state law counterpart, under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, as amended, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the National Labor Relations Act, the Hawaii Employment Practices Law, H.R.S. Chapter 378, the Hawaii Civil

Rights Act, H.R.S. Chapter 368, the Family Medical Leave Act, etc., or any tort or contract claim including any claim for severance pay, bonus, sick leave, holiday pay, vacation pay, life insurance, health or medical insurance or any other fringe benefit; and

d. Refrain from seeking employment or re-employment with any of the Releasees and waive reinstatement to his position or any comparable position.

4. The releases set forth in paragraph 3 above do not limit Employee's right to participate in an investigative proceeding of any federal, state or local governmental agency. However, the consideration provided to Employee pursuant to this Agreement shall be the sole relief provided to Employee for the claims that are released herein and Employee will not be entitled to recover and agrees to waive any monetary benefits or recovery against Releasees in connection with any such proceeding without regard to who has initiated the proceeding.

5. Employee acknowledges and agrees that the payments set forth in paragraph 2 above are beyond that which Employee was already entitled to receive before entering into this Agreement and General Release. Employee also understands and agrees that by signing this Agreement and accepting the payment described above, Employee gives up any and all rights Employee may have to obtain any monetary award against Releasees through any administrative agency, court or other forum. Employee also expressly acknowledges and agrees that, by entering into this Agreement and General Release, Employee is waiving any and all rights or claims that Employee may have arising under the Age Discrimination in Employment Act of 1967, as amended, which have arisen on or before the date of execution of this Agreement.

6. Employee acknowledges that by reason of Employee's position with the Employer, Employee has been given access to trade secrets and proprietary and confidential information regarding PGV business products, know-how, marketing techniques and vendor lists of PGV ("Confidential Information"), all of which permit PGV to gain significant economic value from not being generally known by others outside PGV. Employee further acknowledges that Employee signed the "Confidentiality Obligation For An Employee" on March 14, 2006 and the "Disclosure of Proprietary Ormat Information" on December 19, 2007, where Employee agreed to maintain as confidential and not disclose information given to Employee during Employee's employment with PGV. Employee agrees that Employee's obligation to not disclose such information survives Employee's termination of employment with PGV and Employee shall not disclose or exploit information acquired during Employee's employment with PGV, including the Confidential Information.

7. Employee agrees that the terms and conditions of paragraph 2 of this Agreement shall remain confidential as between the parties and Employee shall not disclose them to any other person except the Union, Employee's Attorney and financial or tax planners unless Employee is compelled to do so by a court or a federal or state agency.

8. Employee, PGV's senior executives, and PGV's plant manager each agree to refrain from making any slanderous or libelous disparaging or negative remarks about the other party to this Agreement. Employee agrees to immediately notify the Employer upon receipt of any court order, subpoena, or any legal discovery device that seeks or might require the disclosure or

production of the existence or terms of this Agreement, and to furnish, within ten (10) business days of its receipt, a copy of such subpoena or legal discovery device to the Employer.

9. This Agreement constitutes and contains the entire agreement and final understanding concerning Employee's employment, and termination and all other subject matters addressed herein between the parties. It is intended by the parties as a complete and exclusive statement of the terms of their agreement. It supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matters hereof. Any representation, promise or agreement not specifically included in this Agreement shall not be binding upon or enforceable against either party. This is a fully integrated agreement.

10. In the event any provision in this Agreement is more restrictive than allowed by the law of any jurisdiction in which the parties seek enforcement, such provision shall be deemed amended and shall then be fully enforceable to the extent permitted by such law. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable, unless the unenforceable section affects the essence of the agreement.

11. This Agreement may not be altered, amended, modified or otherwise changed except by a writing executed by both parties. No waiver of any breach of any term or provision of this Agreement shall be construed to be, or shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

12. This Agreement and General Release of all claims shall be governed and conformed in accordance with the laws of the State of Hawaii without regard to its conflict of law provisions. In the event of a breach of any provision of this Agreement and General Release, either party may seek appropriate legal relief to enforce any term or terms of the Agreement and General Release.

13. In accordance with the provisions of the Older Worker Benefit Protection Act, 29 U.S.C. §626(f), Employee shall have twenty-one (21) calendar days from receipt of this Agreement on _____, 2016, to consider the terms of this Agreement and General Release and to consult with an attorney if he chooses to do so. If Employee agrees to all the provisions of this Agreement and General Release, Employee must sign and return the executed original of this Agreement to Mike McVey, PGV Plant Manager. If Employee changes his mind and would like to revoke this Agreement, Employee must do so by contacting Vicky Sertic, Director, U.S. Human Resources (by telephone at (775) 336-0117 or by email at vsertic@ormat.com) within seven (7) calendar days following execution of this Agreement and General Release.

14. This Agreement and General Release may be executed in counterparts, all of which together constitute one single document. PDF/mailed signatures shall be deemed as originals.

15. If this Agreement is not revoked, the Agreement and General Release shall become effective eight (8) calendar days after its execution **and** after final and complete Global Settlement with the Union and confirmation that the NLRB, General Counsel, and/or Subregion

have taken all appropriate and necessary actions to make the Global Settlement effective, whichever shall occur later.

EXECUTED this ____ day of February, 2016, at _____, Hawaii.

Desi Sugioka

EXECUTED this ____ day of February, 2016, at Reno, Nevada.

The Employer, Puna Geothermal Venture

By: _____

Its: _____

APPENDIX B



LOCAL UNION 1260
ORGANIZING THE FUTURE

BRIAN F. AHAKUELO
BUSINESS MANAGER/FINANCIAL SECRETARY

February 22, 2016

Via Email and Hand Delivery

Dale Yashiki, Officer-in-Charge
National Labor Relations Board
Subregion 37
300 Ala Moana Boulevard, Room 7245
Honolulu, Hawaii 96850-7245

Trent Kakuda, Field Attorney
National Labor Relations Board
Subregion 37
300 Ala Moana Boulevard, Room 7245
Honolulu, Hawaii 96850-7245

Dear Dale and Trent:

Please be advised that Local 1260 of the International Brotherhood of Electrical Workers, and its successors, parent unions, affiliated organizations, agents, executives, officers, members, and anyone acting at the director of or in concert with them (the "Union") disclaims all interest in representing the members of the collective-bargaining unit of ORNI 8 LLC and ORPUNA LLC dba Puna Geothermal Venture ("PGV"), effective February 22, 2016. We have copied you on the letters to the members and to Counsel for PGV, Charles Birenbaum.

With this disclaimer, we will no longer represent each of these members. The Union intends for this disclaimer to be clear, unequivocal, and in good faith.

As far we are aware, there are no outstanding grievances, arbitration cases or unfair labor charges pending and all issues have been or will shortly be resolved with the Union's letter requesting withdrawal of any and all existing NLRB cases, also submitted on February 22, 2016.

Mahalo for your assistance in this matter.

Sincerely,

Brian F. Ahakuelo
Business Manager – Financial Secretary

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