

**Addendum for  
Tiered Pricing Fixed Quantity Electricity**

Reference:  
ELECTRICITY SALES AND PURCHASE AGREEMENT  
Between Calpine Energy Solutions, LLC ("Seller")  
And County Sanitation District No. 2 of Los Angeles County("Buyer")  
As of July 01, 2007("Effective Date")  
Addendum Date: March 9, 2022

This Addendum (the "Addendum") supplements the Electricity Sales and Purchase Agreement referred to above (the "Agreement") and supersedes that certain Addendum for Electricity Service Provider Services bearing the Delivery Point set forth below and the Addendum Date June 12, 2019 (the "Underlying Addendum") only for the Delivery Period set forth below. The Parties hereby agree to the terms and conditions set forth herein for Buyer's Facilities served at the Delivery Point. Capitalized terms not otherwise defined in this Addendum shall have their meanings set forth elsewhere in the Agreement, including its Appendices.

**1. DELIVERY POINT & DELIVERY PERIOD**

Sale and delivery of Electricity will be made to the interconnection point(s) between the RTO Transmission Grid and Buyer's Local Utility (the "Delivery Point"). Delivery to meters at Buyer's Facility(ies) will be made by Buyer's Local Utility. This Addendum shall be in full force and effect as of the Addendum Date. The terms set forth herein shall apply from the Start Date through the End Date ("Delivery Period"):

Market Area	Supply Point	Delivery Point
CAISO	EZ GenHUB NP - 15	PGE LAP

Start Date:	End Date:
April 1, 2022	December 31, 2030

**2. CONTRACT PRICE**

Buyer shall pay Seller the **Usage Charges** as described below.

**Usage Charges:** Buyer shall pay (a) the Fixed Price per MWh for the Fixed Price Contract Quantity (if any) for each associated Tier, (b) the Index Price per MWh for the Index Price Contract Quantity, and (c) the Adder per MWh for the Total Hourly Contract Quantity, subject to the Monthly Settlement section below. The Parties may mutually agree to convert Index Price Contract Quantities to a Fixed Price by executing a new addendum. The Usage Charges reflect the value of surplus Marginal Losses allocations and Congestion Revenue Rights allocations and include electric energy and those components defined as Delivery Services in Section 3. The Locational Basis charge shall be added to the Contract Price for any Fixed Price Contract Quantities. For each location, the Locational Basis charge shall be calculated as an amount equal to the Day Ahead Locational Marginal Price ("LMP") at the Delivery Point less the Day Ahead LMP at the Supply Point. If Line Losses are included in Section 3, then the Locational Basis charge shall be adjusted by the appropriate loss factor.

Tier 1 Fixed Price (\$/MWh)	Tier 2 Fixed Price (\$/MWh)	Tier 3 Fixed Price (\$/MWh)	Index Price (\$/MWh)	Adder (\$/MWh)
N/A	N/A	N/A	CAISO Day Ahead Locational Marginal Price for the Delivery Point as published at <a href="http://www.caiso.com">www.caiso.com</a>	<b>\$0.25</b>

**3. DELIVERY SERVICES**

For the purposes of this Addendum, *Delivery Services* shall include all of the components which are indicated below by an "☒". Seller shall pass through to Buyer all other charges associated with Electricity delivery to the Delivery Point, including Buyer's Local Utility charges. Buyer acknowledges that Seller may be subject to Renewable Portfolio Standards and Resource Adequacy requirements imposed by the CPUC and/or the CAISO in connection with serving Buyer's electricity requirements. Buyer further acknowledges that all additional costs incurred by Seller in order to comply with these requirements will be the responsibility of Buyer.

<input type="checkbox"/>	Ancillary Services/ISO Fees/Operational Charges
<input type="checkbox"/>	Line Losses, including Transmission & Distribution Losses
<input type="checkbox"/>	Unaccounted for Energy (UFE)
<input type="checkbox"/>	Bid Cost Recovery (BCR)
<input type="checkbox"/>	Real Time Congestion Offset (RTCO)
<input type="checkbox"/>	Resource Adequacy
<input type="checkbox"/>	Renewable Portfolio Standards (RPS) requirements

**4. CONTRACT QUANTITY**

The Contract Quantities for this Transaction are set forth below. If Line Losses are not included in Section 3, Buyer's Baseline Monthly Quantity reflects an adjustment for Line Losses determined at the Delivery Point. The Total Hourly Contract Quantity shall be equal to the Fixed Price Contract Quantities plus the Index Price Contract Quantities. Buyer's Baseline Monthly Quantity set forth below shall be included in the Contract Quantity for the purposes of calculating any termination or liquidation payments owed pursuant to the Agreement. Buyer may revise the Total Hourly Contract Quantity by executing a superseding Addendum mutually agreed to by Buyer and Seller. The superseding addendum shall reflect any costs incurred by Seller as a result of the revised volumes. The Estimated Resource Adequacy Obligations are set forth below and reflect the appropriate scalar adjustments.

Month	Index Price Contract Quantity (MW)		Tier 1		Tier 2		Tier 3		Buyer's Baseline Monthly Quantity (MWhs)	Estimated Resource Adequacy Obligation (kW)
			Fixed Price Contract Quantity (MW)		Fixed Price Contract Quantity (MW)		Fixed Price Contract Quantity (MW)			
	On Pk	Off Pk	On Pk	Off Pk	On Pk	Off Pk	On Pk	Off Pk		
4/2022	Table 1	Table 1	0.00	0.00	-	-	-	-	126	285
5/2022	Table 1	Table 1	0.00	0.00	-	-	-	-	121	239
6/2022	Table 1	Table 1	0.00	0.00	-	-	-	-	109	207
7/2022	Table 1	Table 1	0.00	0.00	-	-	-	-	109	200
8/2022	Table 1	Table 1	0.00	0.00	-	-	-	-	116	223
9/2022	Table 1	Table 1	0.00	0.00	-	-	-	-	122	237
10/2022	Table 1	Table 1	0.00	0.00	-	-	-	-	119	236
11/2022	Table 1	Table 1	0.00	0.00	-	-	-	-	96	202
12/2022	Table 1	Table 1	0.00	0.00	-	-	-	-	102	199
1/2023	Table 1	Table 1	0.00	0.00	-	-	-	-	125	241
2/2023	Table 1	Table 1	0.00	0.00	-	-	-	-	117	243
3/2023	Table 1	Table 1	0.00	0.00	-	-	-	-	116	278
4/2023	Table 1	Table 1	0.00	0.00	-	-	-	-	124	286
5/2023	Table 1	Table 1	0.00	0.00	-	-	-	-	121	237
6/2023	Table 1	Table 1	0.00	0.00	-	-	-	-	109	207
7/2023	Table 1	Table 1	0.00	0.00	-	-	-	-	109	199
8/2023	Table 1	Table 1	0.00	0.00	-	-	-	-	116	222
9/2023	Table 1	Table 1	0.00	0.00	-	-	-	-	122	237
10/2023	Table 1	Table 1	0.00	0.00	-	-	-	-	122	236
11/2023	Table 1	Table 1	0.00	0.00	-	-	-	-	99	207
12/2023	Table 1	Table 1	0.00	0.00	-	-	-	-	102	199
1/2024	Table 1	Table 1	0.00	0.00	-	-	-	-	126	241
2/2024	Table 1	Table 1	0.00	0.00	-	-	-	-	121	243
3/2024	Table 1	Table 1	0.00	0.00	-	-	-	-	118	286
4/2024	Table 1	Table 1	0.00	0.00	-	-	-	-	121	280
5/2024	Table 1	Table 1	0.00	0.00	-	-	-	-	121	237
6/2024	Table 1	Table 1	0.00	0.00	-	-	-	-	107	207
7/2024	Table 1	Table 1	0.00	0.00	-	-	-	-	110	199
8/2024	Table 1	Table 1	0.00	0.00	-	-	-	-	115	222
9/2024	Table 1	Table 1	0.00	0.00	-	-	-	-	120	237
10/2024	Table 1	Table 1	0.00	0.00	-	-	-	-	122	236
11/2024	Table 1	Table 1	0.00	0.00	-	-	-	-	96	207
12/2024	Table 1	Table 1	0.00	0.00	-	-	-	-	102	199
1/2025	Table 1	Table 1	0.00	0.00	-	-	-	-	125	236
2/2025	Table 1	Table 1	0.00	0.00	-	-	-	-	118	243
3/2025	Table 1	Table 1	0.00	0.00	-	-	-	-	115	218
4/2025	Table 1	Table 1	0.00	0.00	-	-	-	-	126	285
5/2025	Table 1	Table 1	0.00	0.00	-	-	-	-	121	239
6/2025	Table 1	Table 1	0.00	0.00	-	-	-	-	109	207

7/2025	Table 1	Table 1	0.00	0.00	-	-	-	-	110	200
8/2025	Table 1	Table 1	0.00	0.00	-	-	-	-	114	223
9/2025	Table 1	Table 1	0.00	0.00	-	-	-	-	121	238
10/2025	Table 1	Table 1	0.00	0.00	-	-	-	-	121	236
11/2025	Table 1	Table 1	0.00	0.00	-	-	-	-	95	202
12/2025	Table 1	Table 1	0.00	0.00	-	-	-	-	103	199
1/2026	Table 1	Table 1	0.00	0.00	-	-	-	-	124	236
2/2026	Table 1	Table 1	0.00	0.00	-	-	-	-	118	243
3/2026	Table 1	Table 1	0.00	0.00	-	-	-	-	114	218
4/2026	Table 1	Table 1	0.00	0.00	-	-	-	-	126	285
5/2026	Table 1	Table 1	0.00	0.00	-	-	-	-	121	239
6/2026	Table 1	Table 1	0.00	0.00	-	-	-	-	109	207
7/2026	Table 1	Table 1	0.00	0.00	-	-	-	-	110	200
8/2026	Table 1	Table 1	0.00	0.00	-	-	-	-	114	223
9/2026	Table 1	Table 1	0.00	0.00	-	-	-	-	122	238
10/2026	Table 1	Table 1	0.00	0.00	-	-	-	-	121	236
11/2026	Table 1	Table 1	0.00	0.00	-	-	-	-	95	202
12/2026	Table 1	Table 1	0.00	0.00	-	-	-	-	103	199
1/2027	Table 1	Table 1	0.00	0.00	-	-	-	-	124	236
2/2027	Table 1	Table 1	0.00	0.00	-	-	-	-	118	243
3/2027	Table 1	Table 1	0.00	0.00	-	-	-	-	113	218
4/2027	Table 1	Table 1	0.00	0.00	-	-	-	-	127	285
5/2027	Table 1	Table 1	0.00	0.00	-	-	-	-	121	239
6/2027	Table 1	Table 1	0.00	0.00	-	-	-	-	110	207
7/2027	Table 1	Table 1	0.00	0.00	-	-	-	-	109	200
8/2027	Table 1	Table 1	0.00	0.00	-	-	-	-	115	223
9/2027	Table 1	Table 1	0.00	0.00	-	-	-	-	121	238
10/2027	Table 1	Table 1	0.00	0.00	-	-	-	-	119	236
11/2027	Table 1	Table 1	0.00	0.00	-	-	-	-	95	202
12/2027	Table 1	Table 1	0.00	0.00	-	-	-	-	103	199
1/2028	Table 1	Table 1	0.00	0.00	-	-	-	-	125	236
2/2028	Table 1	Table 1	0.00	0.00	-	-	-	-	122	243
3/2028	Table 1	Table 1	0.00	0.00	-	-	-	-	116	278
4/2028	Table 1	Table 1	0.00	0.00	-	-	-	-	124	285
5/2028	Table 1	Table 1	0.00	0.00	-	-	-	-	121	239
6/2028	Table 1	Table 1	0.00	0.00	-	-	-	-	109	207
7/2028	Table 1	Table 1	0.00	0.00	-	-	-	-	109	200
8/2028	Table 1	Table 1	0.00	0.00	-	-	-	-	116	223
9/2028	Table 1	Table 1	0.00	0.00	-	-	-	-	121	238
10/2028	Table 1	Table 1	0.00	0.00	-	-	-	-	119	236
11/2028	Table 1	Table 1	0.00	0.00	-	-	-	-	96	202
12/2028	Table 1	Table 1	0.00	0.00	-	-	-	-	102	199
1/2029	Table 1	Table 1	0.00	0.00	-	-	-	-	126	241
2/2029	Table 1	Table 1	0.00	0.00	-	-	-	-	117	243
3/2029	Table 1	Table 1	0.00	0.00	-	-	-	-	117	286
4/2029	Table 1	Table 1	0.00	0.00	-	-	-	-	122	280
5/2029	Table 1	Table 1	0.00	0.00	-	-	-	-	121	237
6/2029	Table 1	Table 1	0.00	0.00	-	-	-	-	108	207
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8/2029	Table 1	Table 1	0.00	0.00	-	-	-	-	116	222
9/2029	Table 1	Table 1	0.00	0.00	-	-	-	-	119	238
10/2029	Table 1	Table 1	0.00	0.00	-	-	-	-	122	237
11/2029	Table 1	Table 1	0.00	0.00	-	-	-	-	98	207

12/2029	Table 1	Table 1	0.00	0.00	-	-	-	-	102	199
1/2030	Table 1	Table 1	0.00	0.00	-	-	-	-	125	236
2/2030	Table 1	Table 1	0.00	0.00	-	-	-	-	117	243
3/2030	Table 1	Table 1	0.00	0.00	-	-	-	-	115	236
4/2030	Table 1	Table 1	0.00	0.00	-	-	-	-	125	285
5/2030	Table 1	Table 1	0.00	0.00	-	-	-	-	122	239
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8/2030	Table 1	Table 1	0.00	0.00	-	-	-	-	115	223
9/2030	Table 1	Table 1	0.00	0.00	-	-	-	-	120	238
10/2030	Table 1	Table 1	0.00	0.00	-	-	-	-	122	236
11/2030	Table 1	Table 1	0.00	0.00	-	-	-	-	96	207
12/2030	Table 1	Table 1	0.00	0.00	-	-	-	-	102	199

**5. MONTHLY SETTLEMENT**

Each monthly billing cycle, Seller shall calculate Buyer's invoice based on Buyer's usage and as described below. If Line Losses are not included in Section 3, Buyer's metered usage shall be adjusted for Line Losses. If Line Losses are included in Section 3, the Excess Quantity shall be adjusted for Line Losses.

**Excess Quantity:** If Buyer's usage at the Delivery Point exceeds the Total Hourly Contract Quantity during any hour, Buyer shall pay Seller the *Real Time* market energy price plus related delivery costs, as defined by the RTO for such hour, plus \$0.25 for each MWh above the Total Hourly Contract Quantity.

**Deficit Quantity:** If Buyer's usage at the Delivery Point is less than the Total Hourly Contract Quantity during any hour, Seller shall credit Buyer's account at the *Real Time* market energy price, as defined by the RTO for such hour, less any applicable RTO charges for each MWh below the Total Hourly Contract Quantity.

**6. CHANGE IN CIRCUMSTANCES**

The Contract Price and all other terms and conditions of this Addendum are established in reliance on the information provided to Seller concerning Buyer's load requirements. Any incremental costs incurred by Seller as a result of inaccuracies in any such information provided to Seller or due to a change in how Buyer's usage is metered may be passed through to Buyer.

The Contract Price and all other terms and conditions of this Addendum are established in reliance on the existing Laws, rates, charges, regulatory and compliance obligations, RTO operations, market structure, congestion zone design, and protocols that are in effect as of the Addendum Date. The Contract Price may also include costs for RTO-provided services. In the event of changes in the above that cause additional costs to Seller, Seller may pass through such costs to Buyer.

**7. DEMAND RESPONSE AND ONSITE GENERATION**

If Buyer participates in any demand response programs, Buyer shall notify Seller and reimburse Seller for any costs incurred by Seller as a result of Buyer's participation. Buyer shall notify Seller of any onsite generation units associated with Buyer's Facilities. In the event that such onsite generation units generate more electricity than Buyer's metered usage and such excess generation is applied to Seller's account by the RTO, Seller shall credit Buyer at the Real Time energy price defined by the RTO for such electricity on Buyer's invoice.

**8. HEDGE TRANSACTIONS:** Buyer shall have the option to purchase blocks of Electricity from either Seller or a third party, (each a "Hedge Transaction") at any time during the Delivery Period of this Confirmation. Buyer shall communicate all third party Hedge Transactions in accordance with the attached Operating Procedures Schedule. All Hedge Transactions between Buyer and third party shall be set forth in a separate Confirmation that is mutually agreed to by the parties. All third party Hedge Transactions shall be limited to hourly fixed quantity blocks of Electricity.

**9. LIMITATION OF LIABILITY:** Buyer shall be responsible for all third party Hedge Transactions. Buyer shall reimburse Seller for any costs that Seller incurs as a result of the third party Hedge Transactions and shall indemnify, defend and hold harmless Seller from and against any Claims (as defined herein) arising from or out of the third party Hedge Transaction or the actions or inactions of the third party from whom Buyer purchases energy. "Claims" means all third party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, and the resulting losses, damages, expenses, attorneys' fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.

**10.** The Districts is subject to the provisions of the California Public Records Act, Government Code section 6250, et seq. (the "PRA"). In the event that the Districts is compelled, by deposition, interrogatory, subpoena, request under the PRA, civil investigative demand, or other governmental or regulatory requirement, to disclose information that Calpine considers to be Confidential Information, the Districts shall furnish Calpine prompt written notice of any such request or proceeding so that Calpine may attempt to establish that the Information is exempt from public disclosure under

applicable law, seek an appropriate protective order or other remedy or waive its claims of confidentiality. If Calpine does not promptly move to establish an exemption from disclosure, obtain a protective order or other remedy, the Districts may disclose only that portion of the Confidential Information that the District determines is legally subject to disclosure. In the event of any demand made or claim or proceeding filed by a third party to seek disclosure or release from the Districts of Confidential Information, the Districts shall (a) notify Calpine of such demand, claim, or proceeding and (b) allow the Calpine, at Calpine's sole cost and expense, to control the defense or resolution of that claim or proceeding. If Calpine elects to defend such a proceeding in accordance with this paragraph, the Districts will refrain, to the extent permitted by law, from disclosing any Confidential Information that is the subject of that proceeding until the entry of a final, non-appealable judgment requiring that disclosure or other final resolution of that proceeding. Calpine shall pay any attorney's fees, costs, or sanctions awarded to the third party, and shall hold the Districts, its directors, officers, agents, and all of them, harmless from same. The Districts provides no representations or warranties regarding Calpine's ability to prevent the disclosure of the Confidential Information under the PRA or as otherwise required by law.

As supplemented by this Addendum, including its Schedules, if any, all other Terms and Conditions contained in the Agreement remain in full force and effect.

<b>This Addendum is subject to the Schedule(s) identified below:</b> <b>ESP – OPERATING PROCEDURES SCHEDULE</b> <b>HOURLY SCHEDULE OF INDEX PRICE CONTRACT QUANTITIES</b>
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**For BUYER:**

CALPINE ENERGY SOLUTIONS, LLC

By \_\_\_\_\_

Title \_\_\_\_\_

**For SELLER:**

COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY

By \_\_\_\_\_

Chairperson, Board of Directors

ATTEST:

By \_\_\_\_\_

Secretary to the Board

APPROVED AS TO FORM:

LEWIS, BRISBOIS, BISGAARD & SMITH LLP

By \_\_\_\_\_

District Counsel

Tiered Pricing, Fixed Volume Electricity (CAISO)

Rev. 11.04.2020

<i>For Seller's Use Only</i>	<b>446305.1-1</b>
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**HOURLY SCHEDULE OF INDEX PRICE CONTRACT QUANTITIES – All Days**

The Contract Price relates to the Index Price Contract Quantities (in MWs) at (choose one)  the Delivery Point  Buyer's Meter.

Month	HE1	HE2	HE3	HE4	HE5	HE6	HE7	HE8	HE9	HE10	HE11	HE12	HE13	HE14	HE15	HE16	HE17	HE18	HE19	HE20	HE21	HE22	HE23	HE24
January	0.15	0.15	0.15	0.15	0.16	0.16	0.17	0.18	0.18	0.18	0.17	0.17	0.17	0.17	0.17	0.17	0.18	0.18	0.18	0.18	0.17	0.17	0.16	0.16
February	0.16	0.16	0.16	0.16	0.16	0.17	0.18	0.19	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.19	0.19	0.18	0.18	0.18	0.17	0.17
March	0.15	0.15	0.14	0.14	0.15	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.15	0.15	0.16	0.16	0.16	0.16	0.16	0.15	0.15
April	0.17	0.16	0.16	0.16	0.17	0.17	0.18	0.18	0.18	0.17	0.18	0.17	0.17	0.17	0.17	0.17	0.17	0.17	0.18	0.18	0.18	0.18	0.17	0.17
May	0.16	0.16	0.16	0.15	0.16	0.16	0.17	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.17	0.17	0.18	0.17	0.17	0.16
June	0.15	0.15	0.14	0.14	0.14	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.16	0.16	0.16	0.15
July	0.14	0.14	0.14	0.14	0.14	0.14	0.15	0.15	0.15	0.14	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.16	0.16	0.16	0.15
August	0.15	0.14	0.14	0.14	0.14	0.15	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.15
September	0.16	0.15	0.15	0.15	0.15	0.16	0.17	0.17	0.17	0.17	0.17	0.17	0.17	0.17	0.17	0.17	0.17	0.18	0.18	0.18	0.18	0.17	0.17	0.16
October	0.15	0.15	0.14	0.14	0.15	0.15	0.16	0.17	0.17	0.17	0.17	0.17	0.17	0.17	0.17	0.17	0.17	0.17	0.18	0.17	0.17	0.16	0.16	0.15
November	0.12	0.12	0.12	0.12	0.12	0.13	0.13	0.14	0.14	0.14	0.14	0.14	0.14	0.14	0.14	0.14	0.14	0.15	0.14	0.14	0.14	0.13	0.13	0.12
December	0.13	0.12	0.12	0.12	0.13	0.13	0.14	0.15	0.15	0.14	0.14	0.14	0.14	0.14	0.14	0.14	0.15	0.15	0.15	0.14	0.14	0.14	0.13	0.13