

**Supplemental Addendum for
Renewable Portfolio Standards**

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 1, 2007(the "Effective Date")
Addendum Date: March 9, 2022

This Addendum ("Addendum") supplements the Electricity Sales and Purchase Agreement referred to above (the "Agreement") and all other addendums that are: (a) in effect during the Delivery Period set forth below; and (b) for the Delivery Point set forth below.

This Addendum shall supersede any provisions contained in such other addendums which address Renewable Portfolio Standards pricing for the Delivery Period set forth below only. Furthermore, Buyer shall not be subject to any true-up settlements associated with RPS charges for periods prior to the Start Date, below.

1. **PRODUCT.** Seller will provide the Buyer the following Product at the Contract Price.

Product:	
<input checked="" type="checkbox"/>	Renewable Portfolio Standard (RPS) requirements

2. **DELIVERY PERIOD.** 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

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

3. **DELIVERY POINT.**

Market Area	Supply Point	Delivery Point	Buyer's Local Utility
CAISO	EZ GenHUB NP - 15	PGE LAP	PGE

4. **PRICING.**

- 4.1 **Contract Price:** Buyer shall pay the following Contract Price for all quantities invoiced in accordance with Buyer's concurrent energy addendum(s).

Year	Contract Price (in US\$/MWh)
2022	\$6.33
2023	\$6.68
2024	\$7.04
2025	\$7.73
2026	\$8.10
2027	\$8.47
2028	\$8.83
2029	\$9.19
2030	\$9.56

- 4.2 **Settlement:** In the event that Buyer's Electricity requirements deviate from the Contract Quantity, set forth below, by more than 10%, Seller may pass through any additional costs or credits incurred by Seller associated with either purchasing additional quantities or liquidating excess quantities of RPS compliance products without mark-up.

- 4.3 **Changes in Circumstances:** The Contract Price is established in reliance on the existing Laws, RTO operations, market structure, congestion zone design and protocols that are in effect as of the Addendum Date. "Laws" means any law, constitution, charter, statute, ordinance, code, rule, regulation, tariff, protocols, decision, order, decree, judgment or other legislative or administrative action of any governmental entity, or any interpretation thereof by any court, agency or instrumentality having jurisdiction, as well as all rules, policies and procedures lawfully adopted by an RTO governing or controlling the area in which the Facilities are located. In the event of changes in the above that cause additional costs to Seller, Seller may pass through such additional costs to Buyer without mark-up.

5. **CONTRACT QUANTITY.** The Contract Quantities set forth below reflect an estimate of Buyer's Electricity requirements. Buyer's Estimated Baseline 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 Contract Quantities by executing a superseding Addendum mutually agreed to by Buyer and Seller. The superseding addendum shall reflect any costs incurred as a result of the revised volumes for the remainder of the Delivery Period. Seller will calculate the cost incurred, which shall include but not be limited to, the price Seller has purchased Category 1 REC's from Buyer for the remainder of the Delivery Period, and any market price movement as reasonably determined by Seller.

Settlement Period	Buyer's Estimated Baseline Quantity (MWh)
4/2022	126
5/2022	121
6/2022	109
7/2022	109
8/2022	116
9/2022	122
10/2022	119
11/2022	96
12/2022	102
1/2023	125
2/2023	117
3/2023	116
4/2023	124
5/2023	121
6/2023	109
7/2023	109
8/2023	116
9/2023	122
10/2023	122
11/2023	99
12/2023	102
1/2024	126
2/2024	121
3/2024	118
4/2024	121
5/2024	121
6/2024	107
7/2024	110
8/2024	115
9/2024	120
10/2024	122
11/2024	96
12/2024	102
1/2025	125
2/2025	118
3/2025	115
4/2025	126
5/2025	121
6/2025	109
7/2025	110
8/2025	114
9/2025	121
10/2025	121
11/2025	95
12/2025	103
1/2026	124
2/2026	118

3/2026	114
4/2026	126
5/2026	121
6/2026	109
7/2026	110
8/2026	114
9/2026	122
10/2026	121
11/2026	95
12/2026	103
1/2027	124
2/2027	118
3/2027	113
4/2027	127
5/2027	121
6/2027	110
7/2027	109
8/2027	115
9/2027	121
10/2027	119
11/2027	95
12/2027	103
1/2028	125
2/2028	122
3/2028	116
4/2028	124
5/2028	121
6/2028	109
7/2028	109
8/2028	116
9/2028	121
10/2028	119
11/2028	96
12/2028	102
1/2029	126
2/2029	117
3/2029	117
4/2029	122
5/2029	121
6/2029	108
7/2029	110
8/2029	116
9/2029	119
10/2029	122
11/2029	98
12/2029	102
1/2030	125
2/2030	117
3/2030	115
4/2030	125
5/2030	122
6/2030	109
7/2030	110

8/2030	115
9/2030	120
10/2030	122
11/2030	96
12/2030	102

6. 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.

This Addendum is subject to the Schedule(s) identified below:

IN WITNESS WHEREOF, the parties have hereto executed this Agreement on the day and year set forth above.

CALPINE ENERGY SOLUTIONS, LLC

COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY

By _____

By _____

Chairperson, Board of Directors

Title _____

ATTEST:

By _____

Secretary to the Board

APPROVED AS TO FORM:
LEWIS, BRISBOIS, BISGAARD & SMITH LLP

By _____

District Counsel

<i>For Seller's Use Only</i>	446307.1-2
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