Supplemental Addendum for Renewable Portfolio Standards

Reference:

ELECTRICITY SALES AND PURCHASE AGREEMENT

Between Calpine Energy Solutions, LLC ("Seller")

And County Sanitation District No. 2, 14, 20 and Santa Clarita Valley Sanitation District of Los Angeles County ("Buyer")

As of July 01, 2007 (the "Effective Date")

Addendum Date: March 10, 2022

This Addendum ("Addendum") supplements the Electricity Sales and Purchase Agreement referred to above (the "Agreement") <u>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.</u>

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:	
	Renewable Portfolio Standard (RPS) requirements

 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 SP - 15	SCE LAP	SCE

4. PRICING.

4.1 <u>Contract Price</u>: 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 <u>Settlement:</u> 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 <u>Changes in Circumstances</u>: 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. <u>CONTRACT QUANTITY</u>. 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	12,086
5/2022	12,229
6/2022	12,612
7/2022	12,679
8/2022	12,404
9/2022	11,315
10/2022	11,881
11/2022	12,181
12/2022	12,857
1/2023	12,658
2/2023	11,031
3/2023	12,373
4/2023	12,066
5/2023	12,275
6/2023	12,573
7/2023	12,680
8/2023	12,387
9/2023	11,396
10/2023	11,875
11/2023	12,057
12/2023	12,766
1/2024	12,657
2/2024	11,448
3/2024	12,360
4/2024	12,066
5/2024	12,269
6/2024	12,588
7/2024	12,691
8/2024	12,430
9/2024	11,368
10/2024	11,879
11/2024	12,038
12/2024	12,875
1/2025	12,718
2/2025	11,034
3/2025	12,344
4/2025	12,119
5/2025	12,248
6/2025	12,553
7/2025	12,700
8/2025	12,434
9/2025	11,358
10/2025	11,873
11/2025	12,049
12/2025	12,902
1/2026	12,705
2/2026	11,027

3/2026	12,355
4/2026	12,105
5/2026	12,232
6/2026	12,590
7/2026	12,694
8/2026	12,406
9/2026	11,345
10/2026	11,862
11/2026	12,076
12/2026	12,933
1/2027	12,681
2/2027	11,026
3/2027	12,362
4/2027	12,101
5/2027	12,227
6/2027	12,589
7/2027	12,690
8/2027	12,418
9/2027	11,328
10/2027	11,857
11/2027	12,152
12/2027	12,909
1/2028	12,678
2/2028	11,431
3/2028	12,370
4/2028	12,071
5/2028	12,283
6/2028	12,563
7/2028	12,665
8/2028	12,383
9/2028	11,281
10/2028	12,235
11/2028	11,892
<u> </u>	
12/2028	12,837
1/2029	12,657
2/2029	11,034
3/2029	12,374
4/2029	12,064
5/2029	12,274
6/2029	12,587
7/2029	12,676
8/2029	12,457
9/2029	11,373
10/2029	11,886
11/2029	12,063
12/2029	12,823
1/2030	12,706
2/2030	11,065
3/2030	12,329
4/2030	12,126
5/2030	12,267
6/2030	12,523
7/2030	12,684

8/2030	12,460
9/2030	11,366
10/2030	11,880
11/2030	12,038
12/2030	12,875

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
Ву	
Title	By Chairperson, Board of Directors
	COUNTY SANITATION DISTRICT NO. 14 OF LOS ANGELES COUNTY
	Chairperson, Board of Directors
et e	COUNTY SANITATION DISTRICT NO. 20 OF LOS ANGELES COUNTY
	art signer
5.	By Chairperson, Board of Directors
	SANTA CLARITA VALLEY SANITATION DISTRICT OF LOS ANGELES COUNTY
	D.
· v	Chairperson, Board of Directors
	ATTEST:
A 3	BySecretary to the Board
	APPROVED AS TO FORM: LEWIS, BRISBOIS, BISGAARD & SMITH LLP
*	By District Counsel