

**Tenth AMENDMENT to the
JWPCP/CALABASAS EEI CONFIRMATION**
Between Calpine Energy Solutions, LLC ("Buyer")
And
County Sanitation District No. 2 of Los Angeles County ("Seller")
As of June 10, 2013 ("Confirmation Date")
Amendment Date: March 9, 2022

This Tenth Amendment is made and entered into by and between Buyer and Seller in accordance with the terms of the Edison Electric Institute Master Power Purchase and Sale Agreement, version 2.1 (modified 04/25/00), between Buyer and Seller dated April 9, 2010 (the "Agreement"). Effective upon the Amendment Date, Buyer and Seller hereby agree to amend that certain JWPCP/Puente Hills EEI Confirmation between Buyer and Seller dated as of June 10, 2013, as amended by the Amendment to the JWPCP/Puente Hills EEI Confirmation dated as of December 4, 2013, the Second Amendment to the JWPCP/Puente Hills EEI Confirmation dated as of May 1, 2014, the Third Amendment to the JWPCP/Puente Hills EEI Confirmation dated as of December 17, 2014, the Fourth Amendment to the JWPCP/Puente Hills EEI Confirmation dated as of June 24, 2015, the Fifth Amendment to the JWPCP/Puente Hills EEI Confirmation dated as of May 25, 2016, the Sixth Amendment to the JWPCP/Puente Hills EEI Confirmation dated as of June 30, 2018, the Seventh Amendment to the JWPCP/Calabasas EEI Confirmation dated as of June 12, 2019, the Eighth Amendment to the JWPCP/Calabasas EEI Confirmation dated as of June 1, 2020, and the Ninth Amendment to the JWPCP/Calabasas EEI Confirmation dated as of December 20, 2021 (the "Original Confirmation").

For good and sufficient consideration, including the mutual covenants set forth in this Amendment, all of the following terms, conditions, covenants, and representations set forth in this Amendment are hereby incorporated by reference as part of the Original Confirmation, which together shall hereafter constitute the "Confirmation."

I. The Original Confirmation is hereby amended as follows:

- A. The definition of "Delivery Term" is amended by deleting the reference to "December 31, 2024" and replacing it with "March 31, 2022."
- B. The definition of "RECs Price" is deleted in its entirety and replaced with the following:

"RECs Price: \$30.00/MWh for July 1, 2013 – December 31, 2013
 \$12.75/MWh for January 1, 2014 – December 31, 2014
 \$9.00/MWh for January 1, 2015 – December 31, 2015
 \$8.00/MWh for January 1, 2016 – December 31, 2016
 \$22.00/MWh for January 1, 2017 – December 31, 2017
 \$22.00/MWh for January 1, 2018 – December 31, 2018
 \$22.00/MWh for January 1, 2019 – December 31, 2019
 \$25.00/MWh for January 1, 2020 – December 31, 2020
 \$25.00/MWh for January 1, 2021 – December 31, 2021
 \$25.00/MWh for January 1, 2022 – March 31, 2022

No later than 6 months prior to the beginning of each Period between January 1, 2017 and December 31, 2019, Seller will provide Buyer its forecast for generation volumes for such Period, which will not exceed the volume of Category 1 RECs required to meet Buyer's retail RPS obligation associated with Seller's load (as calculated by Buyer) ("Seller's Forecast"). For each Period from January 1, 2017 through December 31, 2019, the RECs Price listed above shall apply only to the lesser of actual deliveries and Seller's Forecast.

For RECs delivered in excess of Seller's Forecast for each Period between January 1, 2017 and December 31, 2019 (up to the annual limits set forth in the first table under "Quantity" below), the RECs Price shall be (a) for January 1, 2017 – December 31, 2017, \$9.00/MWh, (b) for January 1, 2018 – December 31, 2018, \$12.00/MWh, and (c) for January 1, 2019 – December 31, 2019, \$12.00/MWh.

For all RECs delivered in excess of the Shut Down Quantity or Operational Quantity, as applicable, for the Period of January 1, 2020 – December 31, 2020, the RECs Price shall be \$12.00/MWh. For all RECs delivered in excess of the Shut Down Quantity or Operational Quantity, as applicable, for the Period of January 1, 2021 – December 31, 2021, the RECs Price shall be \$15.00/MWh. For a maximum of 10,000 RECs delivered in excess of the Shut Down Quantity or Operational Quantity, as applicable, for the Period of January 1, 2022 – March 31, 2022, the RECs Price shall be \$13.00/MWh."

- C. The definition of "Quantity" is deleted in its entirety and replaced with the following:

"Quantity: For the Periods between July 1, 2013 and December 31, 2019, the Quantity is 100% of the Product delivered each hour by the Facilities to the Delivery Point during such Periods, up to the following limits by Period:

Period	Quantity
July 1 – December 31, 2013	2,000 MWh maximum
January 1 – December 31, 2014	20,000 MWh maximum
January 1 – December 31, 2015	20,000 MWh maximum
January 1 – December 31, 2016	20,000 MWh maximum
January 1 – December 31, 2017	25,000 MWh maximum (in excess of Seller's Forecast only)
January 1 – December 31, 2018	25,000 MWh maximum (in excess of Seller's Forecast only)
January 1 – December 31, 2019	25,000 MWh maximum (in excess of Seller's Forecast only)

On the first Business Day of every quarter during the Delivery Term between January 1, 2014 and December 31, 2019, Seller shall notify Buyer of its expected output for the balance of the Delivery Term through December 31, 2019.

On or before August 1, 2019, Seller shall notify Buyer via e-mail (CSWestDesk@calpinesolutions.com) whether or not the Calabasas Landfill Gas-to-Energy Facility ("Calabasas") will shut down. For the Periods between January 1, 2020 and March 31, 2022, the Quantity is 100% of the Product delivered each hour by the Facilities to the Delivery Point during such Periods, which shall be either (a) the "Shut Down Quantity" set forth in the table below for each Period if Seller informs Buyer that Calabasas will shut down or (b) the "Operational Quantity" set forth in the table below for each Period if Calabasas will remain operational:

Period	Shut Down Quantity (MWh)	Operational Quantity (MWh)
January 1, 2020 – December 31, 2020	11,625	36,625
January 1, 2021 – December 31, 2021	5,000	30,000
January 1, 2022 – March 31, 2022	5,000	5,000

- II. All capitalized terms used, but not defined, in this Amendment shall have the meanings set forth in the Agreement and Confirmation. As modified by this Amendment, the Confirmation shall remain in full force and effect.
- III. This Amendment may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement. The Parties agree that, if a copy of this Amendment is executed by a Party and transmitted to the other Party by facsimile, the copy received shall be deemed for all legal purposes to be an original executed by the transmitting Party.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Amendment as of the Amendment Date.

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