

**AMENDMENT TO THE
MASTER POWER PURCHASE AND SALE AGREEMENT**

THIS AMENDMENT (“**Amendment**”) to the Master Power Purchase and Sale Agreement for CleanPowerSF Community Choice Aggregation (“**Master Agreement**”) is entered into and dated as of this 30th day of October, 2020 (“**Effective Date**”) by and between City and County of San Francisco, acting by and through its Public Utilities Commission, Power Enterprise (“**City**”) and Calpine Energy Services, L.P., a Delaware limited partnership (“**CES**”) referred to herein individually as “Party” and collectively as the “Parties.”

RECITALS

- A. The Parties entered into that certain Master Power Purchase and Sale Agreement for CleanPower SF Community Choice Aggregation on January 13, 2016, which established and provided for certain transaction terms and conditions relating to the purchase and sale of capacity, energy or other product(s) (“**Master Agreement**”).
- B. The Master Agreement, together with the exhibits, schedules and any written supplements hereto, any designated collateral, credit support or margin agreement or similar arrangement between the Parties and all Transactions (including any confirmations accepted in accordance with Section 2.1 of the Master Agreement), are referred to as the Master Agreement, a single integrated agreement between the Parties.
- C. The following conditions were satisfied by the City before the Master Agreement became effective:
 - 1. The General Manager of the San Francisco Public Utilities Commission received any necessary San Francisco Public Utilities Commission and/or San Francisco Board of Supervisors approvals to execute the Master Agreement; and
 - 2. The San Francisco Public Utilities Commission took action pursuant to SFPUC Resolution 15-0112 to authorize the General Manager to finalize the schedule of electric rates and charges and commence the opt out process for CleanPowerSF.
- D. The Parties have been operating under the terms of the Master Agreement at all times since they first executed the Master Agreement on January 13, 2016.
- E. The Parties now wish to amend and extend the term of the Master Agreement such that the Master Agreement will remain in effect until December 31, 2029.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the mutual agreements contained herein, the Parties agree as follows:

- 1. Definitions. Capitalized terms used and not defined herein shall have the meanings set forth in the Master Agreement.

2. Amendment to Term. Section 10.1 of the Master Agreement is hereby amended and restated to extend the term of the Master Agreement as follows:

“10.1 Term of Master Agreement. The term of this Master Agreement shall commence on the Effective Date and shall remain in effect until December 31, 2029, unless terminated pursuant to Article Five; provided, however, that such expiration or termination shall not affect or excuse the performance of either Party under any provision of this Master Agreement that by its terms survives any such expiration or termination and, provided further, that this Master Agreement and any other documents executed and delivered hereunder shall remain in effect with respect to the Transaction(s) entered into prior to the effective date of such termination until both Parties have fulfilled all of their obligations with respect to such Transaction(s), or such Transaction(s) that have been terminated pursuant to Article Five of this Master Agreement.”

3. Representations and Warranties. As of the Effective Date of this Amendment, each Party hereby re-affirms the representations and warranties set forth in Section 10.2 of the Master Agreement, as they can be read to apply to this Amendment.

4. No Further Modifications. Except as expressly set forth herein, this Amendment shall not affect any other terms and conditions of the Master Agreement, and the Master Agreement shall continue in full force and effect as if such terms and conditions were set forth fully herein.

5. Execution and Delivery. This Amendment may be executed in one or more counterparts, all of which will be considered one and the same. This Amendment may be delivered by the electronic exchange of executed signature pages (*e.g.*, by email), and any printed or copied version of any signature page so delivered will have the same force and effect as an originally executed version of such signature page.

6. Governing Law. The validity, interpretation, and effect of this Amendment are governed by and will be construed in accordance with the laws of the State of California applicable to contracts made and performed in such state and without regard to conflicts of law doctrines except to the extent that certain matters are preempted by federal law or are governed by the law of the jurisdiction of organization of the respective Parties.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have caused this Agreement to be signed by their respective officers hereunto duly authorized as of the day and year first set forth above.

City and County of San Francisco, acting by
and through its Public Utilities Commission,
CleanPowerSF

Calpine Energy Services, L.P.,
a Delaware limited partnership

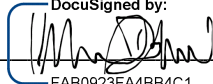
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KA

By: _____

Harlan L. Kelly, Jr.

General Manager

San Francisco Public Utilities Commission

By:  _____
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Name: Alex Makler

Title: Vice President

Approved as to Form:

Dennis J. Herrera

City Attorney


By: _____

Deputy City Attorney

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have caused this Agreement to be signed by their respective officers hereunto duly authorized as of the day and year first set forth above.

City and County of San Francisco, acting by and through its Public Utilities Commission, CleanPowerSF

Calpine Energy Services, L.P.,
a Delaware limited partnership

By:  _____

By: _____

Harlan L. Kelly, Jr.

Name: _____

General Manager


Title: _____

San Francisco Public Utilities Commission

Approved as to Form:

Dennis J. Herrera

City Attorney

By:  _____

Deputy City Attorney