

**FIRST AMENDMENT TO AND RESTATEMENT OF THE MASTER POWER PURCHASE AND
SALE AGREEMENT ENERGY CONFIRMATION LETTER
SAN FRANCISCO PUBLIC UTILITIES COMMISSION
AGREEMENT NUMBER CS-1032
COMMUNITY CHOICE AGGREGATION POWER SUPPLIES**

This FIRST AMENDMENT TO AND RESTATEMENT OF THE MASTER POWER PURCHASE AND SALE AGREEMENT ENERGY CONFIRMATION LETTER (the "Amendment") is made and entered into as of _____ (the "Execution Date") by and between the City and County of San Francisco, acting by and through its Public Utilities Commission, CleanPowerSF ("Buyer" or "City") and Calpine Energy Services, L.P. ("Seller" or "CES") for the purpose of amending the term of the Transaction agreed to on April 24, 2018 between Buyer and Seller regarding the sale/purchase of the Product. Each is referred to herein as a "Party"; collectively, they are the "Parties."

RECITALS

A. WHEREAS, Buyer and Seller are parties to that certain Master Power Purchase and Sale Agreement for CleanPower SF Community Choice Aggregation dated as of January 13, 2016, as amended by that certain Amendment to the Master Power Purchase and Sale Agreement for CleanPower SF Community Choice Aggregation dated as of October 30, 2020 (as so amended, the "Master Agreement");

B. WHEREAS, Buyer and Seller are parties to that certain Master Power Purchase and Sale Agreement Energy Confirmation Letter dated as of April 24, 2018, pursuant to which, among other things, Seller provides electricity and related services from the Geysers geothermal resources to Buyer for the period from May 1, 2018 through December 31, 2022 ("Confirmation");

C. WHEREAS, pursuant to Public Utilities Code Section 399.11 *et seq.*, as implemented by the CPUC in CPUC Decisions, including but not limited to D.11-12-020, D.17-06-026, and D.19-02-007, load serving entities are required to provide certain percentages of electric energy consumed each year from renewable resources;

C. WHEREAS, Buyer wishes to amend the Confirmation to increase the Contract Quantity from 25 MW to 50 MW beginning on January 1, 2022, and Seller is willing to so modify the Confirmation;

D. WHEREAS, Buyer wishes to extend the Term of the Confirmation from a delivery period running through December 31, 2022 to a delivery period running through December 31, 2029, and Seller is willing to so extend the Confirmation;

E. WHERAS, Buyer and Seller are parties to that certain First Amendment to and Restatement of the Master Power Purchase and Sale Agreement RA Confirmation Letter, dated October 30, 2020, pursuant to which, among other things, Seller provides capacity and related services from the Geysers geothermal resources to Buyer for the period from May 1, 2018 through December 31, 2029 ("RA Confirmation");

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein and in the RA Confirmation, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree to amend

and restate the Confirmation in its entirety as follows, such amendment and restatement to be effective as of the Effective Date.

CONFIRMATION

This confirmation letter (this “Confirmation”) shall amend and restate the Transaction agreed to on April 24, 2018 (the “Effective Date”) between the City and County of San Francisco, acting by and through its Public Utilities Commission, CleanPowerSF (“Buyer” or “City”) and Calpine Energy Services, L.P. (“Seller”) regarding the sale/purchase of the Product under the terms and conditions as follows:

Product: Renewable energy from the Project which meets the criteria for section 399.16(b)(1)(A) of the California Public Utilities Code, comprised of: (1) Unit Firm energy, (2) RECs generated by the Project and transferred by Seller through a WREGIS Certificate to Buyer under this Confirmation and (3) all Green Attributes associated with the renewable energy delivered to Buyer as part of the Product hereunder.

Delivery Point: NP15EZGenHub

Delivery Period: May 1, 2018 through December 31, 2029, inclusive, and as to the recordation of the RECs, the continued period during which WREGIS creates the applicable WREGIS Certificates as described herein.

Contract Quantity: For each year of the Delivery Period:

Contract Year	Contract Quantity
Year 1 (5/1/18-12/31/18)	████████████████████
Year 2 (1/1/19- 12/31/19)	████████████████████
Year 3 (1/1/20- 12/31/20)	████████████████████
Year 4 (1/1/21-12/31/21)	████████████████████
Year 5 (1/1/22-12/31/22)	████████████████████
Year 6 (1/1/23-12/31/23)	████████████████████
Year 7 (1/1/24-12/31/24)	████████████████████
Year 8 (1/1/25-12/31/25)	████████████████████
Year 9 (1/1/26-12/31/26)	████████████████████
Year 10 (1/1/27-12/31/27)	████████████████████
Year 11 (1/1/28-12/31/28)	████████████████████
Year 12 (1/1/29-12/31/29)	████████████████████

Contract Price: For each MWh of Energy and REC, Buyer shall pay to Seller the fixed price associated with the Contract Year set forth in the table below; provided that in the 2022 Contract Year, Buyer shall pay ██████/MWh for the first █████ MW of Product delivered in that Contract Year, and ██████/MWh for the second █████ MW of Product delivered in that Contract Year.

Contract Year	Contract Price for Energy (\$/MWh)
May 1, 2018 through December 31, 2018	██████
January 1, 2019 through December 31, 2019	██████
January 1, 2020 through December 31, 2020	██████
January 1, 2021 through December 31, 2021	██████
January 1, 2022 through December 31, 2022	$\frac{\text{██████ (████ MW)}}{\text{██████ (████ MW)*}}$
January 1, 2023 through December 31, 2023	██████
January 1, 2024 through December 31, 2024	██████
January 1, 2025 through December 31, 2025	██████
January 1, 2026 through December 31, 2026	██████
January 1, 2027 through December 31, 2027	██████
January 1, 2028 through December 31, 2028	██████
January 1, 2029 through December 31, 2029	██████

Buyer Collateral
(2018-2021):

Pursuant to Section 8.2(a) of the Master Agreement and Section 8 of this Confirmation, Buyer shall deliver to Seller its Collateral Requirement for the Transaction by execution of amendments to the City's Collateral Posting in effect as of the Confirmation Effective Date in the forms attached hereto as Exhibit B, which shall be delivered to Seller within no more than five (5) Business Days of the Confirmation Effective Date. The Buyer Collateral Requirement shall be in the following amounts:

Applicable Portion of Delivery Period	Amount
Confirmation Effective Date through April 30, 2018	██████████
May 1, 2018 through April 30, 2019	██████████
May 1, 2019 through April 30, 2021	██████████
May 1, 2021 through December 31, 2021	██████████

Seller Collateral
(2018 – 2021):

Pursuant to Section 8.1 of the Master Agreement and Section 8 of this Confirmation, Seller shall deliver to Buyer its Collateral Requirement in the following amounts:

Applicable Portion of Delivery Period	Amount
Confirmation Effective Date through April 30, 2021	██████████
May 1, 2021 through December 31, 2021	██████████

Collateral Requirements

(2022 – 2029):

Pursuant to Article 8 of the Master Agreement and Section 8 of this Confirmation, during any period either party is rated or has previously been rated by either Moody's or S&P, such party shall deliver to the other party its Collateral Requirement in the following amounts corresponding to such party's Credit Rating. In the event a party is rated by both Moody's and S&P and such Credit Ratings are not equivalent, the lower Credit Rating shall apply.

Moody's/S&P	Baa3 /BBB- or higher	Ba3/BB- or higher	B2/B or higher	B3/B- or lower	Not Rated
1/1/2022					
1/1/2023					
1/1/2024					
1/1/2025					
1/1/2026					
1/1/2027					
1/1/2028					
1/1/2029					

Prior to receiving a Credit Rating from either Moody's or S&P, Buyer shall deliver to Seller its Collateral Requirement in the following amounts:

1/1/2022	
1/1/2023	
1/1/2024	
1/1/2025	
1/1/2026	
1/1/2027	
1/1/2028	
1/1/2029	

Scheduling: Pursuant to WECC and CAISO requirements to the Delivery Point. Seller Scheduling Contact: (713) 830- 8684; Buyer Scheduling Contact: (415) 554-1575 (Day Ahead); (888) 896-8629 (Real Time).

Special Conditions: See attached Additional Terms and Conditions.

Condition Precedent: This Confirmation shall not take effect unless and until the Controller has certified in accordance with the City's Charter that sufficient unencumbered balances are available in the proper fund. If the Condition Precedent is not satisfied within fifteen (15) Business Days of full execution of this Confirmation, then either Party may terminate this Agreement effective upon receipt of notice by the other Party. Neither Party shall have any obligation or liability to the other, including for a Termination Payment or otherwise, as a result of such termination.

[Signature Page Follows]

This Confirmation is entered into (i) pursuant to and in accordance with the Master Power Purchase and Sale Agreement dated January 13, 2016 (the "Master Agreement") between Party A and Party B, as amended on October 31, 2020, and constitutes part of, and is subject to, the terms and provisions of such Master Agreement, and (ii) concurrently with the RA Confirmation Letter. Terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement.

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

By: _____

Harlan L. Kelly, Jr.
General Manager
San Francisco Public Utilities Commission

Approved as to Form:

Dennis J. Herrera
City Attorney

By : _____
Deputy City Attorney

Calpine Energy Services, L.P.

By: _____

Name: Alex Makler

Title: Vice President

ADDITIONAL TERMS AND CONDITIONS

1. Seller's Representations and Warranties. Seller, and, if applicable, its successors, represents and warrants throughout the Delivery Period that:
 - 1.1 The Project qualifies and is certified by the CEC as an ERR and (ii) the Project's output delivered to Buyer qualifies under the requirements of the Renewables Portfolio Standard. To the extent a change in law occurs after the Effective Date that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.
 - 1.2 Seller holds the rights to all Green Attributes from the Project.
 - 1.3 The RECs transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in CPUC Decision 08-08-028, and as may be modified by subsequent decision of the CPUC or by subsequent legislation. To the extent a change in law occurs after the Effective Date that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

2. Seller's Covenants.
 - 2.1 To provide evidence of Green Attributes, Seller shall transfer to Buyer the RECs to Buyer's WREGIS account(s) within fifteen (15) Business Days after WREGIS creates certificates from each month's meter data (approximately four months after flow under current WREGIS operating conditions). REC deliveries will be made by transfer of WREGIS Certificates to Buyer's WREGIS account pursuant to WREGIS Operating Rules. Seller shall, at its option, transfer the WREGIS Certificate using forward certificated transfer or any other transfer permitted under the WREGIS Operating Rules. With respect to REC deliveries, Product flow shall be considered the month in which the WREGIS Certificates are created by WREGIS under current operating conditions.
 - 2.2 Seller agrees to reasonably assist Buyer with Buyer's Renewables Portfolio Standard Program compliance filings as requested by Buyer. In connection with the foregoing, neither Seller nor its Affiliates shall be required to (i) expend or incur

any legal costs (either internal or external) in providing such assistance or (ii) prepare or defend a filing or otherwise advocate on behalf of Buyer.

- 2.3 Seller shall, at its sole cost and expense, take all actions and execute all documents or instruments necessary to ensure that the RECs sold hereunder can be transferred to Buyer utilizing WREGIS. Seller shall comply with all laws, including, without limitation, the WREGIS Operating Rules effective as of the date of this Confirmation regarding the certification and transfer of RECs sold hereunder to Buyer. During the Delivery Period, Seller shall have in place, or shall submit documentation to establish, an account with WREGIS. Seller shall transfer RECs to Buyer in accordance with WREGIS reporting protocols and WREGIS Operating Rules. Seller shall be responsible for all customary expenses associated with WREGIS Certificate issuance fees and utilizing WREGIS to transfer the RECs to Buyer, or its designee, except for any costs incurred by Buyer with respect to Buyer's registration with WREGIS and Buyer's WREGIS account. Because WREGIS Certificates will only be created for whole MWh amounts of output generated, any fractional MWh amounts will be carried forward during the Delivery Period until sufficient generation is accumulated for the creation of a WREGIS Certificate.
- 2.4 Seller shall be responsible, at its sole expense, for validating, adjusting, and disputing data with WREGIS so that the data from the Project's meter(s) corresponds with the quantity of RECs conveyed hereunder. Upon request Seller shall provide Buyer with copies of all correspondence or documentation to or from WREGIS with respect to any such validation, adjustment, or dispute.
- 2.5 In lieu of any damages payable under Section 4.1 of the Master Agreement, for each GEP Period, Seller shall deliver no less than eighty percent (80%) of (i) the Contract Quantity for the GEP Period minus (ii) the Seller Excused Hours (such quantity, the "Guaranteed Energy Production" or "GEP").
- 2.6 If Seller fails to meet the GEP during any GEP Period, then within sixty (60) days after the end of such GEP Period Buyer shall notify Seller of the quantity of the shortfall and the amount of the Performance LDs. Within thirty (30) days after its receipt of notice of the shortfall, Seller shall pay Buyer Performance LDs calculated as: the positive difference obtained by subtracting (i) the Contract Price from (ii) the Replacement Price, multiplied by the GEP shortfall (i.e. the amount by which

the actual delivered Energy is below eighty percent (80%) of the GEP during any GEP Period, expressed in MWh). The Parties agree that the damages Buyer would incur due to Seller's failure to meet the GEP would be difficult or impossible to predict with certainty and the Performance LDs are a reasonable approximation of such damages. Payment of Performance LDs shall be Seller's sole and exclusive liability, and Buyer's sole and exclusive remedy, in connection with Seller's failure to meet the GEP during any GEP Period.

- 2.7 In lieu of Section 5.1(g) of the Master Agreement (which shall not be applicable to the Transaction contemplated by this Confirmation), it shall be an Event of Default under this Transaction if Seller fails for a period of six (6) consecutive months to deliver at least seventy percent (70%) of (i) the Contract Quantity for each such calendar month minus (ii) the Seller Excused Hours for each such calendar month.
3. Mutual Covenants. All necessary steps to allow the RECs transferred to Buyer to be tracked in WREGIS will be taken prior to the first delivery under this Confirmation. Without limiting Seller's obligations hereunder, if a WREGIS Certificate deficit is caused solely by an error or omission of WREGIS or CAISO, Buyer and Seller shall cooperate in good faith to cause WREGIS to correct its error or omission. If WREGIS changes the WREGIS Operating Rules after the Effective Date or applies the WREGIS Operating Rules in a manner inconsistent with this Confirmation, Buyer and Seller shall promptly modify this Agreement as reasonably required to preserve the intended economic benefits of this transaction for both of them, and so cause and enable Seller to transfer to Buyer's WREGIS account the RECs sold to Buyer hereunder.
4. Scheduling. For the avoidance of doubt, Seller shall provide (or cause to be provided) all Scheduling Coordinator services for the Project (and all units constituting the Project) and for delivery of Product to the Delivery Point. Buyer shall provide (or cause to be provided) all Scheduling Coordinator services for Product at and from the Delivery Point. The Parties will purchase and sell Product through Inter-SC Trades in compliance with the CAISO Tariff.
5. CAISO Costs and Revenues. As between Buyer and Seller, Seller shall be responsible for all CAISO costs (including penalties and other charges) and shall be entitled to all CAISO revenues (including credits and other payments) associated with the Project and the delivery of Product to the Delivery Point.

6. Buyer Acknowledgements. Notwithstanding anything else in this Confirmation, Buyer acknowledges and agrees that (i) the Product is as-delivered Energy and RECs only and does not include capacity, resource adequacy or ancillary services and (ii) the sale of Energy and RECs by Seller from the Project pursuant to this Confirmation is nonexclusive.
7. Community Benefits. Seller agrees to the Community Benefits Agreement set forth in Exhibit A. The Community Benefits performed by the Seller are independent of the Product to be transacted under this Confirmation. Any failure to perform all or part of the Community Benefits by Seller shall not affect or excuse either Party's performance under this Confirmation.
8. Collateral Requirements. Each of Buyer and Seller acknowledge and agree that, notwithstanding Sections 8.1 and 8.2 of the Master Agreement, (i) the Buyer and Seller Collateral provided pursuant to this Confirmation shall secure all of each Party's respective payment obligations under this Confirmation in addition to the Party's obligation to make a Termination Payment, and (ii) the City's Collateral Posting for the Transaction contemplated by this Confirmation may be delivered to Buyer within no more than five (5) Business Days of the Confirmation Effective Date.
9. Additional Definitions. The following definitions shall apply to this Confirmation (and in the event any of the following defined terms are also defined in the Master Agreement, the definition contained in this Confirmation shall apply to the Transaction):

"Commercially reasonable efforts" shall be limited and capped to Seller incurring an aggregate total incremental capital expenditure and expenses of \$5,000 per calendar year.

"Curtailed Order" means an order of the PTO, distribution provider and/or CAISO (whether directly or through a Scheduling Coordinator or the PTO), for any reason, including, but not limited to, any System Emergency, any warning of an anticipated System Emergency, or any warning of an imminent condition or situation which could jeopardize the CAISO's or the PTO's electric system integrity or the integrity of other systems to which the CAISO or the PTO is connected, including curtailment in accordance with Seller's obligations under the Project's Interconnection Agreement with the PTO or distribution provider.

The definition of "Force Majeure" set forth in the Master Agreement, with respect to RECs to be transferred hereunder, shall include events of Force Majeure that

temporarily disrupt or suspend the operation or functioning of WREGIS preventing the transfer of RECs between accounts.

“Forced Outage” means any unplanned reduction or suspension of the Energy from the Project or unavailability of the Product in whole or in part from a unit in response to a mechanical, electrical or hydraulic control system trip or operator-initiated trip in response to an alarm or equipment malfunction and any other unavailability of a unit for operation, in whole or in part, for unplanned maintenance or repair that is not the result of Force Majeure.

“GEP Period” means (i) from May 1, 2018 through and including December 31, 2019, (ii) from January 1, 2020 through and including December 31, 2021 and (iii) from January 1, 2022 through and including December 31, 2022.

“Interconnection Agreement” means the agreement(s) and associated documents (or any successor agreement(s) and associated documentation) by and among Seller (or its Affiliate), the Participating TO and the CAISO governing the terms and conditions of Seller’s (or its Affiliate’s) interconnection with the CAISO grid, including any description of the plan for interconnection of the Project to the Participating TO’s system.

“Inter-SC Trades” has the meaning set forth in the CAISO Tariff.

“NERC” means the North American Electric Reliability Corporation or its successor.

“Participating Transmission Owner” or “PTO” has the meaning set forth in the CAISO Tariff. The PTO is Pacific Gas & Electric Company.

“Performance LDs” means performance liquidated damages calculated pursuant to Section 2.6 of this Confirmation.

“Project” means one or more of the geothermal power plants owned or controlled by Seller and located in Lake and Sonoma Counties, California.

“RA Confirmation Letter” means that certain Master Power Purchase and Sale Agreement RA Confirmation Letter between Buyer and Seller dated as of the Effective Date.

“REC” or “Renewable Energy Credit” has the meaning set forth in California Public Utilities Code section 399.12(h) and CPUC Decision 08-08-028, as may be amended from time to time or as further defined or supplemented by law.

“Replacement Price” means, in MWh, the sum of (i) the simple average of the Integrated Forward Market hourly price for all the hours in the GEP Period, as published by the CAISO, for the Delivery Point, plus (ii) [REDACTED] dollars (\$ [REDACTED]) per MWh.

“Seller Excused Hours” means, for each GEP Period or calendar month, as applicable, an amount expressed in MWh equal to the aggregate amount of reduction(s) in delivered Product for each such GEP Period or calendar month, as applicable, as a result of Curtailment Orders, events of Force Majeure, full or partial unavailability of transmission by the PTO from the Project, Buyer’s breach or default hereunder or failure to accept delivered Product or Forced Outages to the local transmission or distribution system.

“System Emergency” has the meaning set forth in the CAISO Tariff.

“Unit Firm” means that the Product is intended to be supplied from a generation asset or assets owned or purchased by Seller as specified in the Transaction. Seller’s failure to deliver under a “Unit Firm” Transaction shall be excused: (i) if the specified generation asset(s) are unavailable as a result of a Forced Outage (as defined in the NERC Generating Unit Availability Data System (GADS) Forced Outage reporting guidelines), (ii) in connection with an event of Force Majeure, (iii) full or partial unavailability of transmission by the PTO from the Project or (iv) by Buyer’s failure to perform. Seller shall not be liable to Buyer for any damages related to the affected generation asset(s), including any amounts determined pursuant to Article Four of the Master Agreement, to the extent its failure to deliver is so excused.

“WECC” means the Western Electricity Coordinating Council or its successor organizations.

“WREGIS” means the Western Renewable Energy Generation Information System or its successor systems.

“WREGIS Certificate” has the same meaning as “Certificate” as defined by WREGIS in the WREGIS Operating Rules and are designated by Applicable Law as eligible for complying with the California Renewables Portfolio Standard.

“WREGIS Operating Rules” means the operating rules and requirements adopted by WREGIS as of June 4, 2007, as amended from time to time.

**EXHIBIT A
COMMUNITY BENEFITS AGREEMENT**

I. Terms and Conditions

Pursuant to the existing Confirmation, since 2018 Seller has implemented the Community Benefits Commitments substantially as set forth or similar to this Exhibit A (“Community Benefits”). Seller’s Community Benefits has been and shall continue to be funded independently by the Seller and shall not be tied to or dependent upon SFPUC funds or sources of funding, receivables from SFPUC, or retention associated with the Confirmation.

In connection with the first amendment to this Confirmation, Seller has agreed to extend the commitments in this Community Benefits Agreement for a period of two additional years, so that this Community Benefits Agreement will now continue until December 31, 2025.

Community Benefits are independent of the Confirmation and are not an obligation of the Buyer. No hours or compensation under the Confirmation are included in Seller’s costs for the voluntarily proposed Community Benefits. If Seller commits any funds to delivering the Community Benefits, all such funds must be independent of SFPUC funding or any dollars paid to Seller pursuant to the Confirmation. Seller’s costs of performing or delivering the Community Benefits shall not be dependent in any way upon the receipt of SFPUC funding. The provision of Community Benefits by Seller does not entitle Seller to additional work beyond that specified in the Confirmation.

The Seller’s Community Benefits shall be performed prospectively during the term of the Confirmation, following issuance of Certification. The Community Benefits shall be completed by December 31, 2025 or the end of the Confirmation term, whichever is shorter. With the exception of Community Benefits performed since 2018 as part of the original Confirmation, Community Benefits commitments performed as part of previous contracts or prior to award of the Confirmation to Seller cannot be used as part of Seller’s Community Benefits for this Confirmation. If Seller has established programs or plans that are consistent with the Community Benefits program areas, Seller may include or substitute those programs as part of its Community Benefits and will be given credit for activities that are performed following the issuance of Certification.

II. Project Team

Danielle Matthews Seperas, shall serve as the Executive in Charge to manage Seller’s community benefits commitments and provide fiduciary oversight. The Executive in Charge

shall ensure that the Community Benefits listed in the table below are delivered to the communities that they are intended to benefit in a transparent and accountable manner. The Executive in Charge shall work with the Community Benefits Coordinator, Nicole Hughes, to organize, plan, track, measure, and report on Seller’s community benefits commitments. The Executive in Charge shall coordinate the senior management of Seller’s subconsultants to provide benefits to the community. Seller may replace the Executive in Charge and the Community Benefits Coordinator.

III. Community Benefits Commitments

Seller has and will continue to deliver the Community Benefits in the community benefits table. Between 2018 and 2025, Seller shall provide a total of \$ [REDACTED] in financial contributions to Hunters Point Family Foundation (Girls 2000) STEM Education (including its successors, if any, the “Hunter’s Point Family Foundation”). Any changes that occur to the Community Benefits must be submitted in writing to the SFPUC External Affairs Social Impact Partnerships Manager for review.

IV. Community Benefits Summary Table

Description of Community Benefit Program Area	Expected Outcomes	Timetable & Duration	Financial Contribution	Total Contributions
Hunters Point Family Foundation (Girls 2000) STEM Education		Yearly for each of the eight Years between the Effective Date and December 31, 2025	[REDACTED] per year (prorated for first partial Contract Year)	
TOTAL				\$ [REDACTED]

V. Accountability and Deliverables

Seller shall provide documentation that Seller has made the financial contributions to Hunters Point Family Foundation as set forth in the Community Benefits Summary Table. The parties

agree that Seller's maximum financial responsibility and liability under this Exhibit A is
\$ [REDACTED]

Seller must provide the following deliverables during performance of the Confirmation:

1. Community Benefits Plan and Timeline

- Seller shall develop a Community Benefits Plan and Timeline. The Community Benefits Plan and Timeline will provide details regarding community partnerships, expenditures, a schedule, and timelines related to the Community Benefits.
- Seller is invited to meet once a year thereafter or as needed with the SFPUC External Affairs Social Impact Partnerships Manager during the term of the Confirmation to discuss the work plan, timelines, partners, strategic delivery, scale, and performance necessary to ensure the commitments maximize collective resources and positive impact.

2. Community Benefits Commitments and Reporting

- Seller shall deliver the Community Benefits specified in this Exhibit A or substitute program and the Community Benefits Plan. Any proposed changes to the Community Benefits as set forth in this Exhibit A shall be submitted in writing for review by the SFPUC External Affairs Social Impact Partnerships Manager.
- Seller shall submit biannual progress reports to the SFPUC External Affairs Social Impact Partnerships Manager, which shall detail the geographic scope of commitment, activities and outcomes, key metrics, and the total number of hours, dollars, etc. contributed to-date. Progress reports are to be submitted by the last business day of the month following the close of 2nd and 4th business quarter. As part of the progress reports, Seller will submit documentation to substantiate that Seller has made the Community Benefits Commitments contributions to the Hunter's Point Family Foundation as set forth in the Community Benefits Summary Table. These reporting requirements may be adjusted by mutual agreement of the parties over the duration of the program due to system improvements.
- Seller shall submit an annual newsletter of their Community Benefits Program to the SFPUC External Affairs Social Impact Partnerships Manager covering the highlights of the program, beneficiaries, and associated outcomes.

VI. Statements of Understanding

Seller acknowledges the following:

- Community Benefits should directly benefit the communities, neighborhoods, and/or residents served by the SFPUC in the City and County of San Francisco or the county in which the renewable energy project is or will be located.
- Community Benefits must support nonprofits, charitable or related activities.

- Community Benefits shall not go to, nor benefit any City department or employee.
- Community Benefits are separate from any contractual, regulatory or legal requirements related to the Confirmation.
- Community Benefits must be delivered at zero dollar cost to the SFPUC.
- The total commitment amount listed in the Community Benefits Summary Table in this Exhibit A is the total dollar amount the Seller agrees to donate to the Hunters Point Family Foundation (including its successors, if any).
- Only activities commenced after issuance of Certification will count towards the fulfillment of Seller's Community Benefits.
- Seller commits to complying with SFPUC's reporting requirements as set forth in bullets 2 and 3 of Section V.2 this Exhibit A.
- Seller's Community Benefits Program will follow the guidelines of the Terms and Conditions set forth in this Exhibit A.

VII. Seller's Community Benefits Commitments Proposal

Seller's Community Benefits Commitments Proposal is incorporated herein. Seller shall provide all of the Community Benefits consistent with all of the terms of Seller's proposal dated July 26, 2017, which is incorporated herein by this reference. If there are any conflicts or discrepancies between this Exhibit A and the Seller's proposal, this Exhibit A shall prevail.