



Southern California Edison

QFID No. 2804, Orange County Sanitation District

AMENDMENT NO. 4

To the

POWER PURCHASE AGREEMENT

Between

SOUTHERN CALIFORNIA EDISON COMPANY

And

ORANGE COUNTY SANITATION DISTRICT

QFID No. 2804

This Amendment No. 4 (“Amendment No. 4”) to the Agreement (as that term is defined below) is entered into between Southern California Edison Company, a California corporation (“SCE”) and Orange County Sanitation District, a special district organized and existing under the County Sanitation District Act, Health and Safety Code Section 4700 et seq. (“Seller”). SCE and Seller are hereinafter sometimes referred to individually as a “Party” and jointly as the “Parties”. Capitalized terms used and not otherwise defined in this Amendment No. 4 shall have the meanings ascribed to such terms in the Agreement.

RECITALS

The Parties enter into this Amendment No. 4 with reference to the following facts:

- A. SCE and Seller are parties to that certain Power Purchase Agreement, dated as of September 9, 1991, as amended by that certain Amendment No. 1 to the Power Purchase Contract dated August 22, 2001, that certain Amendment No. 2 to the Power Purchase Contract, dated June 16, 2006 and that certain Amendment No. 3 to the Power Purchase Contract, dated December 6, 2018 (as amended from time to time, the “Agreement”).
- B. The term of the Agreement is to end on July 26, 2023, which date is thirty (30) years from Initial Operation.
- C. The Parties desire to amend the Agreement to allow for the extension of the term and to adjust the price for all energy delivered by Seller to SCE during the extension period, subject to the terms and conditions described herein.

The contents of this document are subject to restrictions on disclosure as set forth in the Agreement.

Amendment No. 4 to the Power Purchase Agreement

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AGREEMENT

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Section 3 of the Agreement is deleted in its entirety and replaced with the following:

“This Agreement shall be binding upon execution by the Parties and shall remain effective until 11:59 P.M. Pacific Time on the earliest to occur of: (a) November 30, 2024, (b) the date of the Permission to Operate letter issued from Edison to the Seller for the Generating Facility to allow for net metering, or (c) the fourteenth (14th) day after Edison receives written notice of termination via overnight mail at 2244 Walnut Grove Avenue, Rosemead, California 91770, Attention: Energy Contract Management, or electronic mail at EnergyContracts@sce.com (the earliest of the date in (a), (b) or (c) the “Term End Date”). Upon the Term End Date, this Agreement will expire without any further action by the Parties and be of no further force and effect, except as to obligations that survive such expiration as provided for herein.”

2. Section 13.2 of the Agreement is amended to add the following sentence at the end of the paragraph:

“Notwithstanding the foregoing, for all electricity delivered by Seller beginning 12:01 A.M. Pacific Time on July 27, 2023 until the Term End Date, Edison shall pay Seller zero dollars (\$0) per kilowatt-hour for energy.”

3. MISCELLANEOUS

- (a) Reservation of Rights. Each of the Parties expressly reserves all of its respective rights and remedies under the Agreement.
- (b) Legal Effect. Except as expressly modified as set forth herein, the Agreement remains unchanged and, as so modified, the Agreement shall remain in full force and effect.
- (c) Governing Law. THIS AMENDMENT NO. 4 AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY

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JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AMENDMENT NO. 4.

- (d) Successors and Assigns. This Amendment No. 4 shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- (e) Authorized Signatures; Notices. Each Party represents and warrants that the person who signs below on behalf of that Party has authority to execute this Amendment No. 4 on behalf of such Party and to bind such Party to this Amendment No. 4. Any written notice required to be given under the terms of this Amendment No. 4 shall be given in accordance with the terms of the Agreement.
- (f) Effective Date. This Amendment No. 4 shall be deemed effective as of the date the last Party hereto executes this Amendment No. 4 (the "Effective Date").
- (g) Further Agreements. This Amendment No. 4 shall not be amended, changed, modified, abrogated or superseded by a subsequent agreement unless such subsequent agreement is in the form of a written instrument signed by the Parties.
- (h) Counterparts; Electronic Signatures. This Amendment No. 4 may be executed in one or more counterparts, each of which will be deemed to be an original of this Amendment No. 4 and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Amendment No. 3 and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this Amendment No. 4 as to the Parties and may be used in lieu of the original Amendment No. 4 for all purposes.

[Signature page follows]


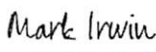
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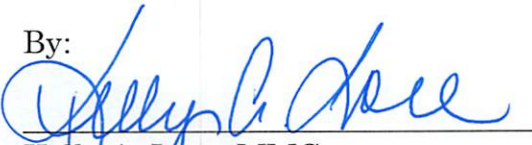
Southern California Edison

QFID No. 2804, Orange County Sanitation District

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 4 to be executed by their duly authorized representatives on the dates indicated below their respective signatures.

| | |
|--|---|
| ORANGE COUNTY SANITATION DISTRICT | SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation. |
| By:  Chad P. Wanke Board Chairman | By: <small>DocuSigned by:</small>  <small>CS2BDEA6824E427...</small> Mark Irwin Director of Energy Contract Management |
| Date: <u>7-26-2023</u> | Date: <u>7/22/2023</u> |

Attest:

By: 
Kelly A. Lore, MMC
Clerk of the Board
Orange County Sanitation District

Date: 7/26/23

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Amendment No. 4 to the Power Purchase Agreement



MEMORANDUM

MINUTE EXCERPT

REGULAR MEETING OF THE BOARD OF DIRECTORS OF ORANGE COUNTY SANITATION DISTRICT

Wednesday, July 26, 2023 at 6:00 p.m.

Administration Building
10844 Ellis Avenue,
Fountain Valley, California.

Chairman Chad Wanke of the Orange County Sanitation District called the meeting to order at 6:01 p.m.

The Clerk of the Board of Directors reported a quorum present.

STEERING COMMITTEE:

15. **SOUTHERN CALIFORNIA EDISON - AMENDMENT NO. 4 TO THE POWER PURCHASE AGREEMENT AT PLANT NO. 2** **2023-3110**

MOVED, SECONDED, AND DULY CARRIED TO:

Approve and Authorize the Board Chairman to execute Amendment No. 4 to the Power Purchase Agreement (QFID-04) with Southern California Edison Company and Orange County Sanitation District, to allow for the extension of the term and to adjust the price for all energy delivered to SCE during the extension period.

AYES: Brad Avery, Pat Burns, Doug Chaffee, Jon Dumitru, Rose Espinoza, Stephen Faessel, Ryan Gallagher, Marshall Goodman, Glenn Grandis, Johnathan Ryan Hernandez, Farrah Khan, Christine Marick, Scott Minikus, Jordan Nefulda, Andrew Nguyen, Robert Ooten, David Shawver, Schelly Sustarsic, Chad Wanke, Bruce Whitaker, John Withers and Jordan Wu (Alternate)

NOES: None

ABSENT: Phil Hawkins, Steve Jones, and Susan Sonne

ABSTENTIONS: None

ADJOURNMENT: The Chair declared the meeting adjourned at 6:43 p.m.

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

I, Kelly A. Lore, Clerk of the Board of the Board of Directors of Orange County Sanitation District, do hereby certify that the above and foregoing to be a full, true, and correct copy of a minute excerpt of the meeting of said Board of Directors on the 26th day of July 2023.

IN WITNESS WHEREOF, I have hereunto set my hand this 26thth day of July 2023.



Kelly A. Lore, MMC
Clerk of the Board,
Orange County Sanitation District

1 From *Please print and press hard.*

Date 7/27/2023 Sender's FedEx Account Number 1076-7274-5

Sender's Name Kelly Love, MMC Phone (714) 962-2411

Company ORANGE COUNTY SANITATION DIST

Address 10844 ELLIS AVE
Dept./Floor/Suite/Room

City FOUNTAIN VALLEY State CA ZIP 92708-7018

2 Your Internal Billing Reference OPTIONAL
First 24 characters will appear on invoice.

3 To

Recipient's Name Jessie Chen
Southern California Edison
Advisor, Energy Contract Management
Energy Procurement & Management
2244 Walnut Grove Ave., Quad 1C
Rosemead, CA 91770

Company 626) 302.1628

Address To "HOLD" at FedEx:
We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address _____ Dept./Floor/Suite/Room

City _____ State _____ ZIP _____

4a Express Package Service *Packages up to 150 lbs.*
Delivery commitment may be later in some areas.

FedEx Priority Overnight
Next business morning

FedEx Standard Overnight
Next business afternoon

FedEx First Overnight
Earliest next business morning
delivery to select locations

FedEx 2Day
Second business day
FedEx Envelope rate not available. Minimum charge: One-pound rate

FedEx Express Saver
Third business day

4b Express Freight Service *Packages over 150 lbs.*
Delivery commitment may be later in some areas.

FedEx 1Day Freight*
Next business day

FedEx 2Day Freight
Second business day

FedEx 3Day Freight
Third business day

* Call for Confirmation: _____

5 Packaging *Declared value limit \$500

FedEx Envelope* FedEx Pak*
Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak

Other

6 Special Handling *Include FedEx address in Section 3.*

SATURDAY Delivery
Available ONLY for
FedEx Priority Overnight, FedEx 2Day,
FedEx 1Day Freight, and FedEx 2Day
Freight to select ZIP codes

HOLD Weekday
at FedEx Location
NOT Available for
FedEx First Overnight

HOLD Saturday
at FedEx Location
Available ONLY for
FedEx Priority Overnight and
FedEx 2Day to select locations

Does this shipment contain dangerous goods?
One box must be checked.

No Yes
As per attached Shipper's Declaration

Yes
Shipper's Declaration not required

Dry Ice
Dry Ice, 9, UN 1845 _____ x _____ kg

Dangerous Goods (including Dry Ice) cannot be shipped in FedEx packaging.

Cargo Aircraft Only

7 Payment *Bill to:* Enter FedEx Acct. No. or Credit Card No. below.

Sender
Acct. No. in Section 1 will be billed.

Recipient Third Party Credit Card Cash/Check

FedEx Acct. No. _____ Exp. Date _____
Credit Card No. _____

Total Packages _____ Total Weight _____ Total Declared Value*
\$ _____ .00

*Our liability is limited to \$100 unless you declare a higher value. See back for details. FedEx Use Only

8 Release Signature *Sign to authorize delivery without obtaining signature.*

By signing you authorize us to deliver this shipment without obtaining a signature and agree to indemnify and hold us harmless from any resulting claims.

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By using this Airbill you agree to the service conditions on the back of this Airbill and in our current Service Guide, including terms that limit our liability.
Questions? Visit our Web site at fedex.com
or call 1.800.Go.FedEx® 800.463.3339.

0272582303

PULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE.