

AMENDMENT NO. 5

To the

POWER PURCHASE AGREEMENT

Between

SOUTHERN CALIFORNIA EDISON COMPANY

And

ORANGE COUNTY SANITATION DISTRICT

QFID No. 2804

This Amendment No. 5 (“Amendment No. 5”) 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. 5 shall have the meanings ascribed to such terms in the Agreement.

RECITALS

The Parties enter into this Amendment No. 5 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 Agreement dated August 22, 2001, that certain Amendment No. 2 to the Power Purchase Agreement, dated June 16, 2006, that certain Amendment No. 3 to the Power Purchase Agreement, dated December 6, 2018, and that certain Amendment No. 4 to the Power Purchase Agreement dated July 26, 2023 (as amended from time to time, the “Agreement”).
- B. The term of the Agreement is to end on November 30, 2024.
- C. The Parties desire to amend the Agreement to allow for the extension of the term.

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

Amendment No. 5 to the Power Purchase Agreement

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) December 31, 2026, (b) the date of the Permission to Operate letter issued from Edison to the Seller for the Generating Facility to interconnect to the Edison’s distribution system through the Wholesale Distribution Access Tariff, 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. 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. 5 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 JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AMENDMENT NO. 5.
- (d) Successors and Assigns. This Amendment No. 5 shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

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

- (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. 5 on behalf of such Party and to bind such Party to this Amendment No. 5. Any written notice required to be given under the terms of this Amendment No. 5 shall be given in accordance with the terms of the Agreement.
- (f) Effective Date. This Amendment No. 5 shall be deemed effective as of the date the last Party hereto executes this Amendment No. 5 (the “Effective Date”).
- (g) Further Agreements. This Amendment No. 5 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. 5 may be executed in one or more counterparts, each of which will be deemed to be an original of this Amendment No. 5 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. 5 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. 5 as to the Parties and may be used in lieu of the original Amendment No. 5 for all purposes.

[Signature page follows]

QFID No. 2804, Orange County Sanitation District

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 5 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: _____ Ryan P. Gallagher Board Chairman Date: _____	By: _____ Mark Irwin Director of Energy Contracts Management Date: _____

ATTEST:

By: _____
Kelly A. Lore
Clerk of the Board