

**FIRST AMENDMENT TO  
POWER SALES AGREEMENT NO. BP 09-17**

This First Amendment to Power Sales Agreement BP No. 09-17 (this “**Amendment**”) is effective as of [\_\_\_\_\_, 2025] (the “**First Amendment Effective Date**”), by and between the Southern California Public Power Authority (“**SCPPA**”), a joint powers agency and a public entity organized under the laws of the State of California, and the City of Los Angeles by and through the Los Angeles Department of Water and Power (“**LADWP**”). SCPPA and LADWP are referred to individually in this Amendment as a “**Party**” and collectively as the “**Parties**.”

**RECITALS**

A. SCPPA and LADWP are parties to that certain Power Sales Agreement, BP No. 09-17 (the “**PSA**”), dated as of August 1, 2009.

B. Appendix F to the PSA is the Power Purchase Agreement by and between SCPPA, a joint powers agency and a public entity organized under the laws of the State of California, and Windy Flats Partners, LLC (“**Seller**”), a Delaware limited liability company, as amended by that First Amendment to the Power Purchase Agreement, dated as of March 16, 2023 (the “**PPA**”).

C. The Parties and Seller desire to amend the PPA to extend the term for an additional two years.

D. LADWP must first approve this Amendment to the Power Sales Agreement, including Appendix F, in order for SCPPA and Seller to amend the PPA.

**AGREEMENT**

In consideration of the foregoing recitals, which are incorporated herein, the mutual promises, covenants, and representations set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Section 1**

**Amendments to the Power Sales Agreement.**

**Section 1.1 Definitions.** Terms used herein with initial-capitalized letters but not defined have the meanings given to them in Appendix F to the PSA.

**Section 1.2 Amendments.**

(a) Amendment to Appendix F. Appendix F to the PSA is hereby amended as set forth in Exhibit 1 to this Amendment.

**Section 2**

**Miscellaneous.**

**Section 2.1 Date of Effectiveness; Limited Effect.** From and after the First Amendment Effective Date, this Amendment and the PSA shall be construed as one contract. The PSA, except as amended hereby, is hereby ratified and confirmed in all respects and will remain in full force and effect.

**Section 2.2 Governing Law.** This Amendment shall be governed by, and interpreted and enforced in accordance with, the laws of the State of California, without regard to conflict of law principles.

**Section 2.3 Entire Agreement.** The PSA, as amended by this Amendment, contains the entire understanding concerning the subject matter herein and therein and supersedes and replaces any prior negotiations, discussions, or agreements among the Parties concerning the subject matter, whether written or oral.

**Section 2.4 Counterparts and Electronic Delivery.**

(a) This Amendment may be executed in counterparts, and, upon execution by each signatory, each executed counterpart shall have the same force and effect as an original instrument and as if all signatories had signed the same instrument. Any signature page of this Amendment may be detached from any counterpart of this Amendment without impairing the legal effect of any signature thereon, and may be attached to another counterpart of this Amendment identical in form hereto by having attached to it one or more signature pages.

(b) The Parties may execute this Amendment by original signature or by electronic signature, each of which shall have the same force and effect. A signed copy of this Amendment transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment for all purposes, to the extent provided under applicable law, including the Federal Electronic Signatures in Global and National Commerce Act and Records Act, and California's Uniform Electronic Transactions Act.

(signature page follows)

This First Amendment to Power Sales Agreement BP No. 09-17 has been executed by the authorized representatives of each Party as of the applicable date set forth below and is effective as of the First Amendment Effective Date.

**APPROVED AS TO FORM AND LEGALITY  
HYDEE FEDLSTEIN SOTO, CITY ATTORNEY**

**MAR 25, 2025**

BY



**NIRVESH SIKAND  
DEPUTY CITY ATTORNEY**

**DEPARTMENT OF WATER AND POWER OF  
THE CITY OF LOS ANGELES BY BOARD OF  
WATER AND POWER COMMISSIONERS**

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract:

Date: \_\_\_\_\_

By: \_\_\_\_\_

**JANISSE QUIÑONES  
Chief Executive Officer and Chief Engineer**

And: \_\_\_\_\_

**CHANTE L. MITCHELL  
Board Secretary**

**SOUTHERN CALIFORNIA PUBLIC POWER  
AUTHORITY**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: **TODD DUSENBERRY  
President**

Attest: \_\_\_\_\_

Name: **DANIEL E. GARCIA  
Assistant Secretary**

## **EXHIBIT 1**

### **SECOND AMENDMENT TO POWER PURCHASE AGREEMENT**

This Second Amendment to Power Purchase Agreement (this “**Amendment**”) is effective as of \_\_\_\_\_, 2025 (the “**Second Amendment Effective Date**”), by and between the Southern California Public Power Authority, a joint powers agency and a public entity organized under the laws of the State of California (“**Buyer**”), and Windy Flats Partners, LLC, a Delaware limited liability company (“**Seller**”). Buyer and Seller are referred to individually in this Amendment as a “**Party**” and collectively as the “**Parties**.”

#### **RECITALS**

A. Seller and Buyer are parties to that certain Power Purchase Agreement, dated as of June 24, 2009, as amended by that First Amendment to Power Purchase Agreement, dated as of March 16, 2023 (the “**Agreement**”).

B. The Parties desire to amend the Agreement to extend the term of the Agreement.

#### **AGREEMENT**

In consideration of the foregoing recitals, which are incorporated herein, the mutual promises, covenants, and representations set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

##### **Section 1**

##### **Amendments to the Agreement.**

**Section 1.1 Definitions.** Terms used herein with initial-capitalized letters but not defined have the meanings given to them in the Agreement. All references to Sections herein refer to the respective Sections in the Agreement.

##### **Section 1.2 Amendments.**

(a) Amendment to Section 2. Section 2.2 is hereby amended and restated in its entirety as follows:

(a) Unless sooner terminated in accordance with the terms of this Agreement, this Agreement shall have (i) an initial delivery term (the “**Initial Delivery Term**”) commencing on the Commercial Operation Date of the Primary Facility and ending on (x) the 20th anniversary of the Second Prepayment Date, or (y) in the event the Second Prepayment Date does not occur, the 20th anniversary of the First Prepayment Date (the “**Initial Expiration Date**”), and (ii) an extension term (the “**Extension Term**”) commencing on the first day after the Initial Expiration Date and ending on the sixth (6th) anniversary of the Initial Expiration Date (the “**Expiration Date**”).

(b) Replacement of Appendix S. Appendix S is here amended and replaced in its entirety by Appendix S as attached hereto in Attachment 1.

## **Section 2**

### **Miscellaneous.**

**Section 2.1 Date of Effectiveness; Limited Effect.** From and after the Second Amendment Effective Date, this Amendment and the Agreement shall be construed as one contract. The Agreement, except as amended hereby, is hereby ratified and confirmed in all respects and will remain in full force and effect.

**Section 2.2 Governing Law.** This Amendment shall be governed by, and interpreted and enforced in accordance with, the laws of the State of California, without regard to conflict of law principles.

**Section 2.3 Entire Agreement.** The Agreement, as amended by this Amendment, contains the entire understanding concerning the subject matter herein and therein and supersedes and replaces any prior negotiations, discussions, or agreements among the Parties concerning the subject matter, whether written or oral.

### **Section 2.4 Counterparts and Electronic Delivery.**

(a) This Amendment may be executed in counterparts, and, upon execution by each signatory, each executed counterpart shall have the same force and effect as an original instrument and as if all signatories had signed the same instrument. Any signature page of this Amendment may be detached from any counterpart of this Amendment without impairing the legal effect of any signature thereon, and may be attached to another counterpart of this Amendment identical in form hereto by having attached to it one or more signature pages.

(b) The Parties may execute this Amendment by original signature or by electronic signature, each of which shall have the same force and effect. A signed copy of this Amendment transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment for all purposes, to the extent provided under applicable law, including the Federal Electronic Signatures in Global and National Commerce Act and Records Act, and California's Uniform Electronic Transactions Act.

(signature page follows)

This Second Amendment to the Power Purchase Agreement has been executed by the authorized representatives of each Party as of the applicable date set forth below and is effective as of the Second Amendment Effective Date.

**SELLER:**

WINDY FLATS PARTNERS, LLC

By: \_\_\_\_\_  
Name:  
Date:

**BUYER:**

SOUTHERN CALIFORNIA PUBLIC POWER  
AUTHORITY

By: \_\_\_\_\_  
Name:  
Date:

Attest: \_\_\_\_\_  
Name:

**Attachment 1**  
to  
**Second Amendment to Power Purchase Agreement**  
by and between  
**Southern California Public Power Authority**  
and  
**Windy Flats Partners, LLC**

**Appendix S**  
**Guaranteed Extension Energy**

<b>Extension Term Contract Year</b>	<b>Guaranteed Extension Energy (MWh)</b>
21	555,000
22	555,000
23	555,000
24	555,000
25	555,000
26	555,000