Pricing and other market-sensitive data within this Contract may be exempt from disclosure under the California Public Records Act and other rules, including but not limited to Government Code Sections 6254(k) and 6255; Evidence Code Sections 1040 and 1060; Civil Code Section 3426.1, and Public Utilities Code Sections 454.5(g) and 583; and Decision 06-06-066 of the California Public Utilities Commission (as amended by D. 21-11-029 and other decisions).

This Contract has been redacted accordingly.

Originals of all Contracts signed by the City as administrator of San José Clean Energy are with the Office of the Energy Department.

A redacted audit trail for any non-dated electronically signed contracts is attached.

Contact the Energy Department at:

-Email: info@sanjosecleanenergy.org

-Phone: (833) 432-2454 for additional information.

AMENDMENT NO. 1 TO CONFIRMATIONS

THIS AMENDMENT NO. 1 TO CONFIRMATIONS ("Amendment") dated as of October 9, 2024 (the "Effective Date") is entered into between Brookfield Renewable Trading and Marketing LP ("BRTM" or "Seller") and City of San José, a California municipal corporation ("SJCE" or "Buyer") and, together with Seller, the "Parties" and each individually, a "Party"). This Amendment is being provided pursuant to and in accordance with the WSPP Agreement and constitutes part of and is subject to the terms and provisions of the WSPP Agreement. This Amendment, the Confirmations (as defined below) and the WSPP Agreement, including any appendices, exhibits or amendments thereto, shall collectively be referred to as the "Agreement."

RECITALS

WHEREAS, Seller and Buyer are Parties to those four (4) certain Confirmation Letters ("Confirmation 1", "Confirmation 2", "Confirmation 3" and "Confirmation 4") for Carbon Free Firm Energy with a respective Hourly Contract Quantity specified in Attachment A and each dated as October 8, 2024 (together the "Confirmations");

WHEREAS, the Parties desire to amend the definition of "AAH" or "Availability Assessment Hours" in Exhibit C to the Confirmations.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Amendments to the Confirmations.**

   (a) On Exhibit C of the Confirmations, the definition of "AAH" or Availability Assessment Hours" is amended by deleting it entirely and replacing it with the below:

   "AAH" or "Availability Assessment Hours" means the five consecutive hour period pre-defined by CAISO pursuant to the CAISO Tariff as the Availability Assessment Hours for resources providing system resource adequacy for the applicable month of the Delivery Term, as may be revised by the CAISO from time to time. The Parties acknowledge that, as of the Effective Date, CAISO has determined the Availability Assessment Hours for resources providing system resource adequacy are (a) for the months of March through May of the Delivery Term, hour ending ("HE") 1800 through HE 2200 (i.e., 5 consecutive hours per day between 5 PM – 10 PM), Monday through Saturday (6 days per week, excluding NERC holidays), and (b) for all other months of the Delivery Term, HE 1700 through HE 2100 (i.e., 5 consecutive hours per day between 4 PM - 9 PM), Monday through Saturday (6 days per week, excluding NERC holidays).

2. **Miscellaneous.**

(a) Capitalized Terms. All capitalized terms used herein unless otherwise defined shall have the meanings given to them in the Agreement.

(b) Entire Agreement. This Amendment constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all oral communication or prior writings related thereto.

(c) Agreement Otherwise Not Affected. Except as expressly set forth in this Amendment, all terms and conditions of the Agreement remain unchanged, are in full force and effect, and remain binding upon the Parties.

(d) Binding Effect. This Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

(e) Governing Law. This Amendment shall be governed by, construed, performed and enforced in accordance with the laws of the State of California, without regard to the principles of conflicts of law.

(f) Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute the one and the same Amendment. The Parties may rely on electronic or scanned signatures as originals under this Amendment. Delivery of an executed signature page of this Amendment as a PDF attachment to an email shall be the same as delivery of a manually executed signature page.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their respective duly authorized representatives as of the Effective Date.

Brookfield Renewable Trading and Marketing LP

By: Marco Talamo
Marco Talamo (Oct 29, 2024 08:20 EDT)

Name: Marco Talamo
Title: Vice President

Date: 10/29/2024

City of San José, a California municipal corporation

By: Zachary Struyk
Zachary Struyk (Oct 29, 2024 05:53 PDT)

Name: Zachary Struyk
Title: Acting Director, Energy Department

Date: 10/29/2024

Approved as to form:

By:
Bill Charley (Oct 29, 2024 05:39 PDT)

Name: Bill Charley
Title: Senior Deputy City Attorney
Date: 10/29/2024

Attachment A

Confirmation 1:

Hourly Contract Quantity:

[redacted]

Confirmation 2:

Hourly Contract Quantity:

[redacted]

Confirmation 3:

Hourly Contract Quantity:

[redacted]

Confirmation 4:

Hourly Contract Quantity:

[redacted]