

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SIERRA NEVADA REGION

AMENDMENT 1
(Extension)

TO THE
CONTRACT FOR DISPLACEMENT OF BASE RESOURCE

WITH

CENTRAL VALLEY PROJECT CUSTOMERS

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1. PREAMBLE:

This Amendment 1 to Contract 09-SNR-01256 (Displacement Contract) is made this _____, between the United States of America, Department of Energy, Western Area Power Administration (WAPA) and the Central Valley Project (CVP) preference power customers signing this Contract and set forth in Exhibit A, all collectively called Parties.

2. EXPLANATORY RECITALS:

2.1 The Parties entered into the Displacement Contract on June 1, 2009. The Displacement Contract sets forth the terms and conditions of the Displacement Program.

2.2 Under the Displacement Contract, the Non-Direct Connect Customers (NDCC) First Preference Power or Base Resource is scheduled to the Direct Connect Customers (DCC) in the BANC/WAPA and TID balancing authority areas, and the DCCs provide an equal amount of energy in quality, quantity, and timing to the NDCCs from resources scheduled from or through the CAISO BA.

2.3 The purpose of the Displacement Program is to preserve the benefit of First Preference Power and Base Resource, create efficiencies, and minimize delivery costs among the NDCCs and the DCCs.

2.4 The Displacement Contract terminates on December 31, 2024. The Parties desire to extend the term of Displacement Contract as described in this Amendment.

3. AGREEMENT:

The Parties agree to the terms and conditions set forth herein.

4. TERM OF AMENDMENT:

This Amendment shall become effective upon execution and shall remain in effect concurrently with the Displacement Contract.

5. MODIFICATION OF SECTION 4 (EFFECTIVE DATE AND TERM OF CONTRACT) OF THE DISPLACEMENT CONTRACT:

The following subsection of Section 4 of the Displacement Contract is hereby modified as shown below:

“4.1 This Contract shall become effective on the first day WAPA designates, and shall remain in effect until midnight of December 31, 2026, subject to prior Termination, as otherwise provided for herein. All requirements set forth in Sections 4.1.1 and 4.1.4 herein must be met prior to this Contract becoming effective.”

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1 **6. DISPLACEMENT CONTRACT TO REMAIN IN EFFECT:**

2 Except as expressly modified by this Amendment, said Displacement Contract shall
3 remain in full force and effect, and this Amendment shall be subject to all provisions of
4 the Displacement Contract, except as herein amended.

5
6 **7. AUTHORITY TO EXECUTE:**

7 Each individual signing this Amendment certifies that the Party represented has duly
8 authorized such individual to execute this Amendment that binds and obligates the
9 Party.

10
11 **8. EXECUTION BY COUNTERPARTS:**

12 This Amendment may be executed in any number of counterparts and, upon execution
13 and delivery by each Party, the executed and delivered counterparts together shall have
14 the same force and effect as an original instrument as if all Parties had signed the same
15 instrument. Any signature page of this Amendment may be detached by any
16 counterpart of this Amendment without impairing the legal effect of any signatures
17 thereon and may be attached to another counterpart of this Amendment identical in
18 form hereto, by having attached to it one or more signature pages.

19
20 **9. ELECTRONIC SIGNATURES:**

21 The Parties agree that this Amendment may be executed by handwritten signature or
22 digitally signed using DocuSign, Adobe Sign or Adobe E-Signature. An electronic or
23 digital signature is the same as a handwritten signature and shall be considered valid
24 and acceptable.

25 ///

26 ///

27 ///

28 ///

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed the day and year first above written.

EASTSIDE POWER AUTHORITY

(Attest)

By: _____
Name: _____

Title: _____

By: _____

Address: _____

Title: _____

MARIN CLEAN ENERGY

(Attest)

By: _____
Name: _____

Title: _____

By: _____

Address: _____

Title: _____

MODESTO IRRIGATION DISTRICT

(Attest)

By: _____
Name: _____

Title: _____

By:_____

Address:

Title: _____

NORTHERN CALIFORNIA POWER AGENCY

(Attest)

By: _____

Name: _____

Title: _____

By: _____

Address: _____

Title: _____

POWER AND WATER RESOURCES
POOLING AUTHORITY

(Attest)

By: _____

Name: _____

Title: _____

By: _____

Address: _____

Title: _____

CITY OF REDDING

(Attest)

By: _____

Name: _____

Title: _____

By: _____

Address: _____

Title: _____

CITY OF ROSEVILLE

(Attest)

By: _____

Name: _____

Title: _____

By: _____

Address: _____

Title: _____

SACRAMENTO MUNICIPAL UTILITY DISTRICT

(Attest)

By: _____

Name: _____

Title: _____

By: _____

Address: _____

Title: _____

CITY OF SANTA CLARA

dba SILICON VALLEY POWER

(Attest)

By: _____

Name: _____

Title: _____

By: _____

Address: _____

Title: _____

TURLOCK IRRIGATION DISTRICT

(Attest)

By: _____

Name: _____

Title: _____

By: _____

Address: _____

Title: _____

WESTERN AREA POWER ADMINISTRATION

By: _____

Name: Arun K. Sethi

Title: Vice President of Power Marketing for

Sierra Nevada Region

Address: 114 Parkshore Drive

Folsom, California 95630