Puget Sound Energy P.O. Box 97034 Bellevue, WA 98009-9734 PSE.com

October 29, 2020

Jay Burney City Manager City of Olympia 601 4th Ave. E Olympia, WA 98507

Re: Second Amendment to Schedule 139 Voluntary Long Term Renewable Energy Service Agreement

Dear City Manager Burney:

Puget Sound Energy ("PSE") and <u>City of Olympia</u> ("Customer") previously entered into that certain Schedule 139 Voluntary Long Term Renewable Energy Service Agreement, dated as of <u>July 17, 2017</u>, between PSE and Customer (the "Service Agreement"). PSE and Customer also previously entered into that certain First Amendment to the Schedule 139 Voluntary Long Term Renewable Energy Service Agreement, dated as of <u>April 17, 2019</u>, between PSE and Customer (the "First Amendment"). Subsequent to the execution of the Service Agreement, the Washington Utilities and Transportation Commission (the "Commission") approved Resource Option Energy Charges under PSE's Schedule No. 139 Voluntary Long-Term Renewable Energy Purchase Rider ("Schedule 139").

PSE desires to amend the Service Agreement, as amended and revised by the First Amendment, as set forth herein to reflect these revisions to Schedule 139 approved by the Commission, which revisions have the effect of reducing Resource Option Energy Charges under the Service Agreement for calendar years beginning 2020, and adjusting the start of the terms to reflect the actual start date in November 2020.

This Second Amendment to the Service Agreement (the "Second Amendment") confirms the mutually agreed upon updates to the Service Agreement that are consistent with the revisions to Schedule 139 approved by the Commission.

- 1. Section 6 of the Service Agreement is amended in its entirety and replaced with the following Section 6:
 - 6. Term. The term of this Service Agreement shall commence in calendar year 2020, on the first day of the Customer's normal billing cycle, in the first month following the commencement of commercial operation of the

Resource Option, and delivery therefrom of energy to the Company sufficient to satisfy the obligations set forth in this Service Agreement. This Service Agreement terminates in calendar year 2040 after 10 billing cycles during such calendar year.

2. Table 1 in Section 7 of the Service Agreement is amended in its entirety to read as follows:

Table 1. 20-Year Pricing

| Calendar Year | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 |
|------------------|-----------|-----------|-----------|-----------|-----------|-----------|
| Rate per kWh | \$0.04323 | \$0.04409 | \$0.04497 | \$0.04587 | \$0.04679 | \$0.04772 |
| Calendar Year | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 |
| Rate per kWh | \$0.04868 | \$0.04965 | \$0.05065 | \$0.05166 | \$0.05269 | \$0.05375 |
| | | | | | | |
| Calendar Year | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 |
| Rate per kWh | \$0.05482 | \$0.05592 | \$0.05704 | \$0.05818 | \$0.05934 | \$0.06053 |
| | - | 1 | 1 | | 1 | |
| Calendar Year | 2038 | 2039 | 2040 | | | |
| Rate per kWh | \$0.06174 | \$0.06297 | \$0.06423 | - | | |
| | | l | | _ | | |

- 3. Capitalized terms used in but not otherwise defined in this Second Amendment have the meanings given to such terms in the Service Agreement.
- 4. Except as amended by this Second Amendment, the Service Agreement, as amended and revised by the First Amendment, is hereby ratified and confirmed in all respects and shall continue in full force and effect according to its terms.
- 5. This Second Amendment will be governed by and interpreted, construed and enforced in accordance with the law of the State of Washington.

6. This Second Amendment may be executed by in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A signed copy of this Second Amendment delivered by means of a facsimile machine or electronic transmission in portable document format (pdf) shall be treated in all manner and respects as an original signed version thereof delivered in person.

Please indicate your acceptance of the foregoing by signing and returning the enclosed copy of this letter.

Very truly yours,

PUGET SOUND ENERGY

AGREED AND ACKNOWLEDGED:

City of Olympia

By: _____Name: Jay Burney

Title: City Manager

Date Signed: October 30, 2020