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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934**

**Date of Report** (Date of earliest event reported): **June 27, 2013**



**CALPINE CORPORATION**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**1-12079**  
(Commission  
File Number)

**77-0212977**  
(IRS Employer  
Identification No.)

**717 Texas Avenue, Suite 1000, Houston, Texas 77002**  
(Addresses of principal executive offices and zip codes)

Registrant's telephone number, including area code: **(713) 830-2000**

**Not applicable**  
(Former name or former address if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## ITEM 1.01 - ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

Calpine Corporation ("Calpine") executed Amendment No. 1 to the Credit Agreement (the "Amendment"), effective June 27, 2013, amending the \$1.0 billion Senior Secured Revolving Credit Facility (the "Corporate Revolving Facility"), dated as of December 10, 2010, among Calpine, as borrower, Goldman Sachs Bank USA, as administrative agent, Goldman Sachs Credit Partners L.P., as collateral agent, and the lenders party thereto. A summary of the key terms from the Amendment are listed below:

- The applicable margin has been reduced from 3.25% to 2.25% for Eurodollar Loans and from 2.25% to 1.25% for Base Rate Loans.
- The fee on the undrawn commitment has been reduced from 0.75% to 0.5%.
- The maturity date of the Corporate Revolving Facility has been extended from December 10, 2015 to five years from the date of closing, June 27, 2018.

This description of the Amendment is qualified in its entirety by reference to the full text of such agreement, a copy of which is filed herewith as Exhibit 10.1 and is incorporated into this Item 1.01 by reference.

## ITEM 9.01 - FINANCIAL STATEMENTS AND EXHIBITS

(d) *Exhibits*

<b>Exhibit No.</b>	<b>Description</b>
10.1	Amendment No. 1 to the Credit Agreement, dated as of June 27, 2013, among Calpine Corporation, as borrower, Goldman Sachs Bank USA, as administrative agent, Goldman Sachs Credit Partners L.P., as collateral agent, and the lenders party thereto.*

\* Filed herewith.



## EXHIBIT INDEX

Exhibit No.	Description
10.1	Amendment No. 1 to the Credit Agreement, dated as of June 27, 2013, among Calpine Corporation, as borrower, Goldman Sachs Bank USA, as administrative agent, Goldman Sachs Credit Partners L.P., as collateral agent, and the lenders party thereto.*

\* Filed herewith.

**AMENDMENT NO. 1  
TO  
CREDIT AGREEMENT**

This AMENDMENT NO. 1 to the Credit Agreement, dated as of June 27, 2013 (this “*Amendment*”), is entered into among CALPINE CORPORATION, a Delaware corporation (the “*Borrower*”), the Guarantors, GOLDMAN SACHS BANK USA., as administrative agent (in such capacity and including any successors in such capacity, the “*Administrative Agent*”) and the Lenders (as defined below) party hereto, and amends the Credit Agreement, dated as of December 10, 2010 (as may be amended, supplemented or otherwise modified from time to time, the “*Credit Agreement*”) entered into among the Borrower, the institutions from time to time party thereto as Lenders (the “*Lenders*”), the Administrative Agent and Goldman Sachs Credit Partners L.P., as collateral agent. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement.

WITNESSETH:

WHEREAS, the Borrower has requested that the Lenders amend the Credit Agreement to effect the changes described below;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto hereby agree as follows:

***Section 1. Amendments to the Credit Agreement***

The Credit Agreement is, effective as of the Amendment No. 1 Effective Date, hereby amended to:

- (a) remove Schedule 1.1A (*Revolving Commitment Amounts*) and replace it in its entirety by new Schedule 1.1A attached hereto as Exhibit A;
- (b) add Schedule 1.1E (*Generating Plants*) attached hereto as Exhibit B;
- (c) add the following definitions in alphabetical order to Section 1.1 (*Defined Terms*):

“Amendment No. 1 Effective Date”: means June 27, 2013.

“DPME Entities”: means Deer Park Energy Center LLC and Metcalf Energy Center, LLC.

“Generating Plant” shall mean the Generating Plants listed on Schedule 1.1E.

“Generating Plant Easement” shall mean the real property easement upon which any Generating Plant is located.

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(d) remove the definition of “*Applicable Margin*” and replace it in its entirety with the below:

“Applicable Margin”: with respect to Revolving Loans and Swingline Loans, (a) from the Amendment No. 1 Effective Date until one Business Day after the date of delivery of the Compliance Certificate and the financial statements for the period ending June 30, 2013, the applicable percentage per annum set forth below determined by reference to Pricing Level 1; and (b) thereafter, the applicable percentage per annum set forth below determined by reference to the Consolidated Leverage Ratio as set forth in the most recent Compliance Certificate delivered to the Administrative Agent pursuant to Section 5.2(b)(ii)(x):

<b>Pricing Level</b>	<b>Consolidated Leverage Ratio</b>	<b>Applicable Margin for Eurodollar Loans</b>	<b>Applicable Margin for Base Rate Loans</b>
1	≥ 4.50:1.00	2.25%	1.25%
2	< 4.50:1.00	2.00%	1.00%

No change in the Applicable Margin shall be effective until one Business Day after the date on which the applicable financial statements and a Compliance Certificate pursuant to Section 5.2(b)(ii)(x) calculating the Consolidated Leverage Ratio shall have been delivered to the Administrative Agent. At any time the Borrower has not submitted to the Administrative Agent the applicable information as and when required under Section 5.2(b)(ii)(x), the Applicable Margin shall be determined as if Pricing Level 1 shall have applied until one Business Day after the delivery of such information to the Administrative Agent. Promptly upon receipt of the applicable information under Section 5.2(b)(ii)(x), the Administrative Agent shall give each Lender telefacsimile or telephonic notice (confirmed in writing) of the Applicable Margin in effect from the date of delivery of such information by the Borrower to the Administrative Agent.;

(e) remove the definition of “*Applicable Revolving Commitment Percentage*” and replace it in its entirety with the below:

“Applicable Revolving Commitment Fee Percentage”: with respect to the Applicable Revolving Commitment Fee Percentage, (a) from the Amendment No. 1 Effective Date until one Business Day after the date of delivery of the Compliance Certificate and the financial statements for the period ending June 30, 2013, the applicable percentage per annum set forth below determined by reference to Pricing Level 1; and (b) thereafter, the applicable percentage per annum set forth below determined by reference to the Consolidated Leverage Ratio as set forth in the most recent Compliance Certificate delivered to the Administrative Agent pursuant to Section 5.2(b)(ii)(x):

<b>Pricing Level</b>	<b>Consolidated Leverage Ratio</b>	<b>Applicable Revolving Commitment Fee Percentage</b>
1	≥ 4.50:1.00	0.50%
2	< 4.50:1.00 but ≥ 3.75:1.00	0.375%
3	< 3.75:1.00	0.25%

No change in the Applicable Revolving Commitment Fee Percentage shall be effective until one Business Day after the date on which the applicable financial statements and a Compliance Certificate pursuant to Section 5.2(b)(ii)(x) calculating the Consolidated Leverage Ratio shall have been delivered to the Administrative Agent. At any time the Borrower has not submitted to the Administrative Agent the applicable information as and when required under Section 5.2(b)(ii)(x), the Applicable Revolving Commitment Fee Percentage shall be determined as if Pricing Level 1 shall have applied until one Business Day after the delivery of such information to the Administrative Agent. Promptly upon receipt of the applicable information under Section 5.2(b)(ii)(x), the Administrative Agent shall give each Lender telefacsimile or telephonic notice (confirmed in writing) of the Applicable Revolving Commitment Fee Percentage in effect from the date of delivery of such information by the Borrower to the Administrative Agent.;

(f) remove the definition of “*Consolidated Net Tangible Assets*” and replace it in its entirety with the below:

“Consolidated Net Tangible Assets”: as of any date of determination, the sum of (a)(i) the total assets of the Loan Parties as of the end of the most recent fiscal quarter for which an internal consolidated balance sheet of the Borrower and its Subsidiaries is available, minus (ii) all current derivative assets and long term derivative assets of the Loan Parties reflected on such balance sheet, minus (iii) total goodwill and other intangible assets of the Loan Parties reflected on such balance sheet, plus (b) the total amount of Available Revolving Commitments on such date, plus (c) the book value, as determined by the Borrower’s chief financial officer in good faith, of any assets (other than goodwill and other intangible assets and current derivative assets and long term derivative assets) acquired by the Loan Parties since the end of such fiscal quarter that, as of such date, are held by the Loan Parties, minus (d) all current liabilities (other than any such liabilities that (i) would be included in the aggregate amount First Lien Debt outstanding as of such date of determination pursuant to Section 6.1(b) or (ii) constitute current derivative liabilities) of the Loan Parties reflected on such balance sheet, in each case, calculated on a consolidated basis in accordance with GAAP as in effect on the 2017 Notes Issue Date.

(g) delete the definition of “*Designated Asset Sale*”;

(h) add “Royal Bank of Canada,” following “Union Bank , N.A.,” in the definition of “*Fronting Bank*”;

(i) remove the definition of “*Fronting Bank Sublimit*” and replace it in its entirety with the below:

“Fronting Bank Sublimit”: (w) with respect to Deutsche Bank AG New York Branch, Letter of Credit Outstandings at any time not to exceed in the aggregate the Dollar Equivalent of \$400,000,000, (x) with respect to Union Bank, N.A., Letter of Credit Outstandings at any time not to exceed in the aggregate the Dollar Equivalent of \$250,000,000, (y) with respect to Royal Bank of Canada, Letter of Credit Outstandings at any time not to exceed in the aggregate the Dollar Equivalent of \$400,000,000 and (z) with respect to each other Fronting Bank party hereto from time to time, Letter of Credit Outstandings at any time not to exceed in the aggregate the Dollar Equivalent of an amount to be agreed between the Borrower and such



Fronting Bank (upon notice to the Administrative Agent) and in any case of clause (x), (y) or (z), such other amount to be agreed in writing between the Borrower and such Fronting Bank.;

(j) delete the definition of “*Mandatory Prepayment Date*”;

(k) add “New Development Holdings LLC and its Subsidiaries, the DPME Entities,” after “ Calpine Riverside Holdings, LLC,” in the definition of “*Material Subsidiaries*”;

(l) delete the definition of “*Net Cash Proceeds*”;

(m) delete the reference to “December 10, 2015” in the definition of “*Original Termination Date*” and replace it with “June 27, 2018”;

(n) add “or subject to a Generating Plant Easement,” after the phrase “with respect to any Mortgaged Property that is leased, subleased, held by or benefitting from, an easement agreement,” in clause (33) of the definition of “*Permitted Liens*”;

(o) delete the definition of “*Prepayment Amount*”;

(p) delete the definition of “*Prepayment Notice*”;

(q) delete clauses (a) and (c) of Section 2.14 (*Mandatory Prepayments*) in their entirety and remove the “(b)” at the beginning of such clause in such Section;

(r) delete the reference to “2.14(c)” in Section 9.2(b) (*Notices*);

(s) add “ (including, but not limited to, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States regulatory authorities, in each case pursuant to Basel III)” after the phrase “made subsequent to the Closing Date” to Section 2.18(a);

(t) add “ Notwithstanding anything to the contrary in this paragraph, fronting fees payable to any Fronting Bank under this Section 2.23 on the Fee Payment Date shall be paid by the Borrower directly to such Fronting Bank, no later than the fifth Business Day after the Fee Payment Date (it being understood that the only fronting fees payable to the applicable Fronting Bank pursuant to this sentence shall be the fronting fees that are due and payable on the applicable Fee Payment Date).” to the end of Section 2.23; and

(u) remove Section 2.24 and replace it in its entirety with the below:

“2.24. Nature of Fees. Except as set forth in the second sentence of this Section 2.24, all Fees, shall be paid on the dates due, in immediately available funds, to the Administrative Agent (for the respective accounts of the Administrative Agent, the Fronting Bank and the Lenders), as provided herein. Fronting fees payable to any Fronting Bank in accordance with Section 2.23, shall be paid on the dates due, in immediately available funds, to such Fronting Bank (for its own account), as provided herein. Once paid, none of the Fees shall be refundable under any circumstances.”

## ***Section 2. Conditions Precedent to the Effectiveness of this Amendment***

This Amendment shall become effective as of the date first written above when, and only when, each of the following conditions precedent shall have been satisfied or waived (the “*Amendment No. 1 Effective Date*”) by the Administrative Agent:

- (a) *Executed Counterparts*. The Administrative Agent shall have received this Amendment, duly executed by the Borrower, the Guarantors, the Administrative Agent and each of the Lenders,
- (b) *No Default or Event of Default*. After giving effect to this Amendment, no Default or Event of Default shall have occurred and be continuing, either on the date hereof or on the Amendment No. 1 Effective Date;
- (c) *Representations and Warranties*. The representations and warranties of the Borrower contained in Article 3 of the Credit Agreement and Section 3 of this Amendment or any other Loan Document shall be true and correct in all material respects (and in all respects if qualified by materiality) on and as of the Amendment No. 1 Effective Date, as if made on and as of such date and except to the extent that such representations and warranties specifically relate to a specific date, in which case such representations and warranties shall be true and correct in all material respects as of such specific date; provided, however, that references therein to the “Credit Agreement” shall be deemed to refer to the Credit Agreement as amended hereby and after giving effect to the consents and waivers set forth herein;
- (d) *Officer’s Certificate*. The Borrower shall have provided a certificate signed by a Responsible Officer of the Borrower certifying as to the satisfaction of the conditions set forth in paragraphs (c) and (d) of this Section 2;
- (e) *Fees and Expenses Paid*. The Borrower shall have paid (i) all reasonable and documented out-of-pocket costs and expenses of the Administrative Agent and Deutsche Bank Securities Inc. (the “*Sole Book-Runner*”) in connection with the preparation, reproduction, execution and delivery of this Amendment (including, without limitation, the reasonable and documented fees and out-of-pocket expenses of counsel for the Administrative Agent and the Sole Book-Runner with respect thereto) and all other fees then due and payable to the Administrative Agent and the Sole Book-Runner in connection with this Amendment and (ii) for the ratable account of each Lender party hereto, a payment equal to 0.25% of the aggregate principal amount of the Revolving Commitments outstanding immediately after the Amendment No. 1 Effective Date; and
- (f) *Flood Determinations*. The Administrative Agent shall have received with respect to each Mortgaged Property (i) a completed “life-of-loan” Federal Emergency Management Agency standard flood hazard determination (together with a notice about Special Flood Hazard Area status and flood disaster assistance duly executed by the applicable Loan Party relating thereto) and (ii) evidence of flood insurance satisfying the requirements of Section 5.4 of the Credit Agreement in form and substance reasonably satisfactory to the Administrative Agent.

### ***Section 3. Representations and Warranties***

On and as of the Amendment No. 1 Effective Date, after giving effect to this Amendment, the Borrower hereby represents and warrants to the Administrative Agent and each Lender as follows:

(a) this Amendment has been duly authorized, executed and delivered by the Borrower and constitutes the legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with its terms and the Credit Agreement as amended by this Amendment and constitutes the legal, valid and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar laws of general applicability relating to or limiting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law;

(b) each of the representations and warranties contained in *Section 3 (Representations and Warranties)* of the Credit Agreement and each other Loan Document is true and correct in all material respects (and in all respects if qualified by materiality) on and as of the Amendment No. 1 Effective Date, as if made on and as of such date and except to the extent that such representations and warranties specifically relate to a specific date, in which case such representations and warranties shall be true and correct in all material respects as of such specific date; *provided, however*, that references therein to the "*Credit Agreement*" shall be deemed to refer to the Credit Agreement as amended hereby and after giving effect to the consents and waivers set forth herein; and

(c) no Default or Event of Default has occurred and is continuing.

**Section 4. Post-Closing Requirements.** Within 90 days after the Amendment No. 1 Effective Date (or such later date as the Administrative Agent may agree in its sole discretion), the Borrower shall, or shall cause the applicable Guarantor to, enter into an amendment to such of the mortgages encumbering the Mortgaged Properties as the Administrative Agent may reasonably request based on the advice of local counsel in the jurisdiction in which each Mortgaged Property is located, in form reasonably acceptable to the Administrative Agent, together, in each case, with opinions of counsel with respect thereto and date-down or modification endorsement, or other title product where such an endorsement is unavailable, to the title policy insuring such mortgage.

**Section 5. Fees and Expenses**

The Borrower agrees to pay in accordance with the terms of *Section 9.5 (Payment of Expenses and Taxes)* of the Credit Agreement all reasonable out-of-pocket costs and expenses of the Administrative Agent and the Sole Book-Runner in connection with the preparation, reproduction, execution and delivery of this Amendment (including, without limitation, the reasonable and documented fees and out-of-pocket expenses of counsel for the Administrative Agent and the Sole Book-Runner with respect thereto).

**Section 6. Reference to the Effect on the Loan Documents**

(a) As of the Amendment No. 1 Effective Date, each reference in the Credit Agreement to “*this Agreement*,” “*hereunder*,” “*hereof*,” “*herein*,” or words of like import, and each reference in the other Loan Documents to the Credit Agreement (including, without limitation, by means of words like “*thereunder*,” “*thereof*” and words of like import), shall mean and be a reference to the Credit Agreement as amended hereby, and this Amendment and the Credit Agreement shall be read together and construed as a single instrument. Each of the table of contents and lists of Exhibits and Schedules of the Credit Agreement shall be amended to reflect the changes made in this Amendment as of the Amendment No. 1 Effective Date.

(b) Except as expressly amended hereby or specifically waived above, all of the terms and provisions of the Credit Agreement and all other Loan Documents are and shall remain in full force and effect and are hereby ratified and confirmed.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Lenders, the Borrower, Lead Arrangers or the Administrative Agent under any of the Loan Documents, nor constitute a waiver or amendment of any other provision of any of the Loan Documents or for any purpose except as expressly set forth herein.

(d) This Amendment is a Loan Document.

**Section 7. Reaffirmation**

Each Loan Party hereby expressly acknowledges the terms of this Amendment and reaffirms, as of the date hereof, (i) the covenants and agreements contained in each Loan Document to which it is a party, as well as, with respect to the Letter of Credit Fees described therein, that certain Fee Letter, dated as of December 10, 2010, by and between Deutsche Bank AG New York Branch and the Borrower, including, in each case, such covenants and agreements as in effect immediately after giving effect to this Amendment and the transactions contemplated

hereby and (ii) its guarantee of the Obligations under the Guarantee and Collateral Agreement, as applicable, and its grant of Liens on the Collateral to secure the Obligations pursuant to the Security Documents.

***Section 8. Execution in Counterparts***

This Amendment may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed counterpart by telecopy shall be effective as delivery of a manually executed counterpart of this Amendment.

***Section 9. Governing Law***

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

***Section 10. Section Titles***

The section titles contained in this Amendment are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto, except when used to reference a section. Any reference to the number of a clause, sub-clause or subsection of any Loan Document immediately followed by a reference in parenthesis to the title of the section of such Loan Document containing such clause, sub-clause or subsection is a reference to such clause, sub-clause or subsection and not to the entire section; *provided, however*, that, in case of direct conflict between the reference to the title and the reference to the number of such section, the reference to the title shall govern absent manifest error. If any reference to the number of a section (but not to any clause, sub-clause or subsection there-of) of any Loan Document is followed immediately by a reference in parenthesis to the title of a section of any Loan Document, the title reference shall govern in case of direct conflict absent manifest error.

***Section 11. Notices***

All communications and notices hereunder shall be given as provided in the Credit Agreement.

***Section 12. Severability***

The fact that any term or provision of this Agreement is held invalid, illegal or unenforceable as to any person in any situation in any jurisdiction shall not affect the validity, enforceability or legality of the remaining terms or provisions hereof or the validity, enforceability or legality of such offending term or provision in any other situation or jurisdiction or as applied to any person.

***Section 13. Successors***

The terms of this Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

***Section 14. Jurisdiction; Waiver of Jury Trial***

The jurisdiction and waiver of right to trial by jury provisions in Sections 9.12 and 9.16 of the Credit Agreement are incorporated herein by reference mutatis mutandis.

[SIGNATURE PAGES FOLLOW]







**Name of Guarantor**

Anacapa Land Company, LLC  
Anderson Springs Energy Company  
Auburndale Peaker Energy Center, LLC  
Aviation Funding Corp.  
Baytown Energy Center, LLC  
Bellingham Cogen, Inc.  
CalGen Expansion Company, LLC  
CalGen Finance Corp.  
CalGen Project Equipment Finance Company Three, LLC  
Calpine Administrative Services Company, Inc.  
Calpine Auburndale Holdings, LLC  
Calpine Bethlehem, LLC  
Calpine c\*Power, Inc.  
Calpine CalGen Holdings, Inc.  
Calpine California Holdings, Inc.  
Calpine Calistoga Holdings, LLC  
Calpine CCFC Holdings, Inc.  
Calpine Central Texas GP, Inc.  
Calpine Central, Inc.  
Calpine Central-Texas, Inc.  
Calpine Cogeneration Corporation  
Calpine Eastern Corporation  
Calpine Edinburg, Inc.  
Calpine Energy Services GP, LLC  
Calpine Energy Services LP, LLC  
Calpine Energy Services, L.P.  
Calpine Fuels Corporation  
Calpine Generating Company, LLC  
Calpine Geysers Company, L.P.  
Calpine Gilroy 1, Inc.  
Calpine Gilroy 2, Inc.  
Calpine Global Services Company, Inc.

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**Name of Guarantor**

Calpine Hidalgo Energy Center, L.P.  
Calpine Hidalgo Holdings, Inc.  
Calpine Hidalgo, Inc.  
Calpine Jupiter, LLC  
Calpine Kennedy Operators, Inc.  
Calpine KIA, Inc.  
Calpine King City, Inc.  
Calpine King City, LLC  
Calpine Leasing Inc.  
Calpine Long Island, Inc.  
Calpine Magic Valley Pipeline, Inc.  
Calpine Mid-Atlantic Energy, LLC  
Calpine Mid-Atlantic Generation, LLC  
Calpine Mid-Atlantic Marketing, LLC  
Calpine MVP, Inc.  
Calpine Newark, LLC  
Calpine New Jersey Generation, LLC  
Calpine Northbrook Holdings Corporation  
Calpine Northbrook Investors, LLC  
Calpine Northbrook Project Holdings, LLC  
Calpine Oneta Power, LLC  
Calpine Operations Management Company, Inc.  
Calpine Power Company  
Calpine Power, Inc.  
Calpine Power Management, LLC  
Calpine PowerAmerica, LLC  
Calpine PowerAmerica-CA, LLC  
Calpine PowerAmerica-ME, LLC  
Calpine Project Holdings, Inc.  
Calpine Pryor, Inc.  
Calpine Rumford I, Inc.  
Calpine Rumford, Inc.  
Calpine Schuylkill, Inc.  
Calpine Solar, LLC  
Calpine Sonoran Pipeline, LLC

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**Name of Guarantor**

Calpine Stony Brook Operators, Inc.  
Calpine Stony Brook, Inc.  
Calpine Sumas, Inc.  
Calpine TCCL Holdings, Inc.  
Calpine Texas Pipeline GP, Inc.  
Calpine Texas Pipeline LP, Inc.  
Calpine Texas Pipeline, L.P.  
Calpine Tiverton I, Inc.  
Calpine Tiverton, Inc.  
Calpine University Power, Inc.  
Calpine Vineland Solar, LLC  
Carville Energy LLC  
CES Marketing IX, LLC  
CES Marketing V, LLC  
CES Marketing X, LLC  
Channel Energy Center, LLC  
Clear Lake Cogeneration Limited Partnership  
Columbia Energy LLC  
Corpus Christi Cogeneration, LLC  
CPN 3<sup>rd</sup> Turbine, Inc.  
CPN Acadia, Inc.  
CPN Cascade, Inc.  
CPN Clear Lake, Inc.  
CPN East Fuels, LLC  
CPN Pipeline Company  
CPN Pryor Funding Corporation  
CPN Telephone Flat, Inc.  
Decatur Energy Center, LLC  
Delta Energy Center, LLC  
Fontana Energy Center, LLC  
Freestone Power Generation, LLC  
GEC Bethpage Inc.  
Geysers Power Company, LLC  
Geysers Power I Company  
Hillabee Energy Center, LLC

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**Name of Guarantor**

Idlewild Fuel Management Corp.

JMC Bethpage, Inc.

Los Medanos Energy Center LLC

Magic Valley Pipeline, L.P.

Mobile Energy LLC

Modoc Power, Inc.

Morgan Energy Center, LLC

New Development Holdings, LLC

Northwest Cogeneration, Inc.

NTC Five, Inc.

Pastoria Energy Center, LLC

Pastoria Energy Facility, L.L.C.

Pine Bluff Energy, LLC

RockGen Energy LLC

Rumford Power Associates Limited Partnership

Santa Rosa Energy Center, LLC

South Point Energy Center, LLC

South Point Holdings, LLC

Stony Brook Cogeneration, Inc.

Stony Brook Fuel Management Corp.

Sutter Dryers, Inc.

Texas City Cogeneration, LLC

Texas Cogeneration Five, Inc.

Texas Cogeneration One Company

Thermal Power Company

Tiverton Power Associates Limited Partnership

Zion Energy LLC

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**Name of Guarantor**

Deer Park Energy Center LLC

Deer Park Holdings, LLC

Metcalf Energy Center, LLC

Metcalf Holdings, LLC

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**Name of Guarantor**

Calpine Construction Management Company, Inc.

Calpine Mid-Atlantic Operating, LLC

Calpine Power Services, Inc.

Thomassen Turbine Systems America, Inc.

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**Name of Guarantor**

Calpine Operating Services Company, Inc.

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GOLDMAN SACHS BANK USA,  
*as Administrative Agent*

By: /s/ DOUGLAS TANSEY

Name: Douglas Tansey

Title: Authorized Signatory

Calpine Corporation Revolving Credit Agreement  
Amendment No. 1

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The undersigned Lender hereby irrevocably and unconditionally approves of and consents to the Amendment with respect to all Revolving Commitments held by such Lender.

Deutsche Bank AG New York Branch,  
*as a Lender*

By: /s/ MARCUS M. TARKINGTON

Name: Marcus M. Tarkington

Title: Director

By: /s/ MICHAEL GETZ

Name: Michael Getz

Title: Vice President

Calpine Corporation Revolving Credit Agreement  
Amendment No. 1

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The undersigned Lender hereby irrevocably and unconditionally approves of and consents to the Amendment with respect to all Revolving Commitments held by such Lender.

Deutsche Bank AG New York Branch,  
*as a Fronting Bank*

By: /s/ JACK LEONG

Name: Jack Leong

Title: Director

By: /s/ PRASHANT MEHRA

Name: Prashant Mehra

Title: Vice President

Calpine Corporation Revolving Credit Agreement  
Amendment No. 1

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The undersigned Lender hereby irrevocably and unconditionally approves of and consents to the Amendment with respect to all Revolving Commitments held by such Lender.

ROYAL BANK OF CANADA,  
*as Lender and as Fronting Bank*

By: /s/ FRANK LAMBRINOS

Name: Frank Lambrinos

Title: Authorized Signatory

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The undersigned Lender hereby irrevocably and unconditionally approves of and consents to the Amendment with respect to all Revolving Commitments held by such Lender.

Union Bank, N.A.,  
*as a Lender and as a Fronting Bank*

By: /s/ MICHAEL AGRIMIS

Name: Michael Agrimis

Title: Vice President

Calpine Corporation Revolving Credit Agreement  
Amendment No. 1

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The undersigned Lender hereby irrevocably and unconditionally approves of and consents to the Amendment with respect to all Revolving Commitments held by such Lender.

Bank of America, N.A.,  
*as a Lender*

By: /s/ WILL MERRITT

Name: Will Merritt

Title: Vice President

Calpine Corporation Revolving Credit Agreement  
Amendment No. 1

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The undersigned Lender hereby irrevocably and unconditionally approves of and consents to the Amendment with respect to all Revolving Commitments held by such Lender.

BARCLAYS BANK PLC, *as Lender*

By: /s/ SREEDHAR R. KONA

Name: Sreedhar R. Kona

Title: Vice President

The undersigned Lender hereby irrevocably and unconditionally approves of and consents to the Amendment with respect to all Revolving Commitments held by such Lender.

Credit Suisse AG, Cayman Islands Branch,  
*as Lender,*

By: /s/ MIKHAIL FAYBUSOVICH

Name: Mikhail Faybusovich

Title: Authorized Signatory

By: /s/ TYLER R. SMITH

Name: Tyler R. Smith

Title: Authorized Signatory

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The undersigned Lender hereby irrevocably and unconditionally approves of and consents to the Amendment with respect to all Revolving Commitments held by such Lender.

Citibank, N.A.,  
*as a Lender*

By: /s/ ANITA BRICKELL

Name: Anita Brickell

Title: Vice President

Calpine Corporation Revolving Credit Agreement  
Amendment No. 1

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The undersigned Lender hereby irrevocably and unconditionally approves of and consents to the Amendment with respect to all Revolving Commitments held by such Lender.

Goldman Sachs Bank USA,  
*as a Lender*

By: /s/ MARK WALTON

Name: Mark Walton

Title: Authorized Signatory

Calpine Corporation Revolving Credit Agreement  
Amendment No. 1

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The undersigned Lender hereby irrevocably and unconditionally approves of and consents to the Amendment with respect to all Revolving Commitments held by such Lender.

Morgan Stanley Bank, N.A.,  
*as a Lender*

By: /s/ KELLY CHIN

Name: Kelly Chin

Title: Authorized Signatory

Calpine Corporation Revolving Credit Agreement  
Amendment No. 1

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The undersigned Lender hereby irrevocably and unconditionally approves of and consents to the Amendment with respect to all Revolving Commitments held by such Lender.

Morgan Stanley Senior Funding, Inc.,  
*as a Lender*

By: /s/ KELLY CHIN

Name: Kelly Chin

Title: Vice President

Calpine Corporation Revolving Credit Agreement  
Amendment No. 1

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The undersigned Lender hereby irrevocably and unconditionally approves of and consents to the Amendment with respect to all Revolving Commitments held by such Lender.

The Royal Bank of Scotland plc,  
*as a Lender*

By: /s/ SAMIRA SISKIND

Name: Samira Siskind

Title: Director

Calpine Corporation Revolving Credit Agreement  
Amendment No. 1

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The undersigned Lender hereby irrevocably and unconditionally approves of and consents to the Amendment with respect to all Revolving Commitments held by such Lender.

UBS AG, STAMFORD BRANCH  
*as a Lender*

By: /s/ LANA GIFAS

Name: Lana Gifas

Title: Director

By: /s/ DAVID URBAN

Name: David Urban

Title: Associate Director

Calpine Corporation Revolving Credit Agreement  
Amendment No. 1

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**Schedule 1.1A**  
**Revolving Commitment Amounts**

<b><u>COMMITMENT PARTY</u></b>	<b><u>COMMITMENT AMOUNT</u></b>
GOLDMAN SACHS BANK USA	\$120,000,000
DEUTSCHE BANK AG NEW YORK BRANCH	\$120,000,000
MORGAN STANLEY BANK, N.A.	\$50,000,000
MORGAN STANLEY SENIOR FUNDING, INC.	\$70,000,000
CITIBANK, N.A.	\$120,000,000
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH	\$120,000,000
BANK OF AMERICA, N.A.	\$120,000,000
UNION BANK, N.A.	\$120,000,000
BARCLAYS BANK PLC	\$40,000,000
UBS AG, STAMFORD BRANCH	\$40,000,000
THE ROYAL BANK OF SCOTLAND PLC	\$40,000,000
ROYAL BANK OF CANADA	\$40,000,000

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**Schedule 1.1E**  
**Generating Plants**

**Calpine Mid-Atlantic Generation,  
LLC (f/k/a Conectiv Delmarva  
Generation, LLC)**

Edge Moor 3-5  
Hay Road 1-8  
Christiana\*  
Edge Moor 10  
Delaware City  
Tasley\*  
West\*  
Crisfield\*  
Bayview\*

**Calpine Bethlehem, LLC (f/k/a  
Conectiv Bethlehem, LLC)**

Bethlehem 1-8

**Calpine Vineland Solar, LLC (f/k/a Conectiv  
Vineland Solar, LLC)**

Vineland Solar

**Calpine New Jersey Generation,  
LLC (f/k/a Conectiv Atlantic  
Generation, LLC)**

Carll's Corner\*  
Cedar\*  
Cumberland 1 & 2  
Mickleton\*  
Middle\*  
Missouri Avenue\*  
Sherman Avenue\*  
Deepwater 1 & 6

\* Subject to Generating Plant Easement.