

**AMENDMENT NO. 1
TO
POWER PURCHASE AGREEMENT**

THIS AMENDMENT NO. 1 TO POWER PURCHASE AGREEMENT, dated as of this ____ day of June 2017 (this “**Amendment**”), is being entered into by and among the SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY, a joint powers agency and a public entity organized under the laws of the State of California and created under the provisions of the Act and the Joint Powers Agreement (each as defined below) (“**SCPPA**”), the POWER AND WATER RESOURCES POOLING AUTHORITY, a joint powers authority and a public entity organized under the laws of the State of California and created under the provisions of the Act (“**PWRPA**”), the CITY OF LODI, a California municipal corporation organized and existing under the laws of the State of California (“**Lodi**”), the CITY OF CORONA, a California municipal corporation organized and existing under the laws of the State of California (“**Corona**”), the CITY OF MORENO VALLEY, a California municipal corporation organized and existing under the laws of the State of California (“**Moreno Valley**”), the CITY OF RANCHO CUCAMONGA, a California municipal corporation organized and existing under the laws of the State of California (“**Rancho Cucamonga**”) and RE ASTORIA 2 LLC, a limited liability company organized and existing under the laws of the State of Delaware (“**Seller**”). SCPPA, PWRPA, Lodi, Corona, Moreno Valley and Rancho Cucamonga are each referred to herein as a “**Buyer**,” and together as “**Buyers**.” Each Buyer and Seller is referred to individually in this Amendment as a “**Party**” and together as the “**Parties**.” Capitalized terms used but not defined herein shall have the meanings set forth in the original Power Purchase Agreement by and among the Parties, dated as of July 23, 2014 (the “**Agreement**” as amended by that certain Consent and Agreement dated as of November 30, 2015).

RECITAL

WHEREAS, the Parties wish to amend the provision of the Agreement with respect to the matters set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE I
AMENDMENTS**

Section 1.1 Scheduling Coordinator and Related Provisions.

- A. The following terms shall be added to Section 1.1 of the Agreement in the appropriate alphabetical order:

“**APX MSA**” means that certain APX Master Services Agreement by and between Seller and APX, Inc. dated August 15, 2016, as supplemented by that certain related Service Order A-1 by and between Seller and APX, Inc. dated August 27, 2016.

“CAISO Settlement Statement” means any one or more of the following statements provided by CAISO, as applicable: Initial Settlement Statement T+3B, Recalculation Settlement Statement T+12B, Recalculation Settlement Statement T+55B, Recalculation Settlement Statement T+9M, Recalculation Settlement Statement T+18M, Recalculation Settlement Statement T+35M, Recalculation Settlement Statement T+36M, Unscheduled Reissue Recalculation Settlement Statement, or any other Recalculation Settlement Statement authorized by the CAISO Governing Board.

“Commencement Date” means September 1, 2017.

“Scheduling Coordinator Performance Fee” means an amount equal to the lesser of (a) Forty-Four Thousand Seven Hundred Dollars (\$44,700) per twelve-month period starting as of the Commencement Date, escalating at a rate equal to Two and One-Half Percent (2.5%) for each subsequent twelve-month period, and (b) the actual costs incurred by Buyers in connection with the performance of Scheduling and related services (including, but not limited to, ISO settlements) pursuant to a third party contract with a scheduling coordinator, if applicable. For the avoidance of doubt, if Buyers are Scheduling without the use of a third party contract with a scheduling coordinator, then the Scheduling Coordinator Performance Fee shall be the amount set forth in (a) above.

“Settlement Period” has the meaning set forth in the CAISO Tariff.

“Settlement Timeframe” means the Settlement Interval or Settlement Period, as applicable based on whether the settlement occurred in the real-time or day-ahead market.

- B. The term **“Authorized Auditors”** in Section 1.1 of the Agreement shall be amended and restated as follows:

“Authorized Auditors” means, as applicable (a) with respect to any Buyer, representatives of such Buyer or such Buyer’s Authorized Representative who are authorized to conduct audits on behalf of such Buyer, and (b) with respect to Seller, representatives of Seller who are authorized to conduct audits on behalf of Seller pursuant to Section 11.5(b).

- C. The term **“CAISO Settlement Price”** in Section 1.1 of the Agreement shall be amended and restated as follows:

“CAISO Settlement Price” means the Locational Marginal Price at the Point of Delivery for the applicable Settlement Timeframe, or, in the case of Replacement Product delivered to another CAISO node in accordance with Section 9.2, the LMP at such CAISO node for such deliveries of Replacement Product. For the avoidance of doubt, it is intended that the CAISO Settlement Price for any settlement will be based on the market price at which such settlement occurred. For example, for any settlement occurring in the Integrated Forward Market (as defined by CAISO), the CAISO Settlement Price would be the LMP in the Integrated Forward Market (as defined by CAISO) and for any settlement occurring in the Fifteen Minute Market (as defined by CAISO), the CAISO Settlement Price would be the LMP in the Fifteen Minute Market (as defined by CAISO).

- D. The terms “**Schedule**” or “**Scheduling**” in Section 1.1 of the Agreement shall be amended and restated as follows:

“**Schedule**” or “**Scheduling**” means the actions of Buyers, including each Scheduler, their Authorized Representatives or designees of notifying, requesting and confirming to the CAISO the amounts of Facility Energy and Replacement Product expected to be delivered consistent with the Scheduling interval at the Point of Delivery on any given date during the Delivery Term, all in the manner contemplated by the CAISO Tariff.

- E. Section 6.1(f) of the Agreement, the term “Settlement Interval” shall be replaced with “Settlement Timeframe.”
- F. Section 6.1(g) of the Agreement shall be amended by adding the following sentence to the end thereof:

Buyers (or their designee), as Scheduling Coordinator, shall Schedule all Uncontracted Products in a manner consistent with the Scheduling of the Applicable Contract Capacity. Seller shall (i) be responsible for, and shall pay all fees, charges, and costs payable to CAISO as necessary for Buyers to Schedule the delivery of the Uncontracted Products to the Point of Delivery (including CAISO Scheduling Coordinator costs and CAISO charges and penalties including imbalance or deviation charges) and (ii) be entitled to, and Buyers or Buyers’ designee shall transfer to Seller, all payments and credits on all Settlement Statements issued by the CAISO with respect to the Uncontracted Products. Notwithstanding the foregoing, Buyers shall have no liability to Seller for any fees, charges, costs, damages or losses of any kind that arise as a result of a failure by Buyers to Schedule the Uncontracted Products in accordance with this Section 6.1(g), other than arising due to the gross negligence or willful misconduct of Buyers.

- G. Section 7.2 of the Agreement shall be amended and restated in its entirety as follows:

Section 7.2 Scheduling Coordinator; CAISO Cost Allocation.

(a) Through midnight on August 31, 2017, Seller shall continue to perform Scheduling of the Facility Energy and any Replacement Product pursuant to the APX MSA. Commencing as of the Commencement Date, the APX MSA shall terminate and Buyers or Buyers’ designee shall act as Scheduling Coordinator to cause the Scheduling of all Facility Energy, Capacity, and/or Replacement Product at the Point of Delivery, including performing (or causing the performance of) Scheduling and related services, including CAISO SCID Scheduling, Settlement and Payment and Operations Support Services (as defined in the APX MSA). As of the Commencement Date, (i) Buyers shall (or shall cause their applicable designee to) Schedule delivery with the CAISO, and (ii) Buyers shall pay (or charge) the CAISO under the CAISO Tariff for delivery through the CAISO System (such payments or charges to be allocated based on Buyers’ Percentage of Facility Output as set forth in Appendix M). In consideration of the performance of such services, Seller shall, as of the Commencement Date and on an annual basis thereafter, pay Buyers the

Scheduling Coordinator Performance Fee. Without limitation to Section 6.1(g) and Section 7.2(c), Buyers shall not be entitled to any additional compensation or reimbursement for any other costs or expenses incurred by Buyers or Buyers' designee in connection with the performance of such services.

(b) In its capacity as Scheduling Coordinator, Buyers, or their designee, shall (i) except as set forth in Section 6.1(g), Section 7.2(a) and Section 7.2(c), be responsible for and shall pay all fees, charges, and costs necessary to Schedule the receipt of Facility Energy and Replacement Product to the Point of Delivery (including CAISO Scheduling Coordinator costs and CAISO charges and penalties including imbalance or deviation charges), and (ii) be entitled to all payments and credits on all Settlement Statements issued by the CAISO with respect to the Facility.

(c) Seller shall pay the CAISO Forecasting Service Fee (CC701) (currently an amount equal to \$0.10/MWh), and the CAISO Scheduling Coordinator Identification Charge (CC4575) (currently an amount equal to \$1,000/month) on all CAISO invoices, as such fees and charges may be adjusted by the CAISO from time to time. Buyers shall offset such amounts that are the responsibility of Seller against amounts owed by Seller to Buyers in the monthly invoice to be delivered by Buyers hereunder.

(d) Each Party shall be obligated to either pay to the CAISO or reimburse the other Party for any and all costs or charges under a Settlement Statement incurred by such other Party because of the reimbursing Party's failure to perform any covenant or obligation set forth in this Agreement.

H. The terms "CAISO Integration Amounts" and "CAISO Integration Amounts Cost Cap" are hereby deleted in their entirety from Section 1.1 of the Agreement. Appendix N is hereby also deleted from the Agreement.

I. Effective as of 00:01 PPT on September 1, 2017, Section 7.3(a) of the Agreement shall be amended and restated in its entirety as follows:

Section 7.3 Forecasting and Scheduling of Energy.

(a) Except upon the occurrence of a curtailment under Section 7.4, Buyers shall (or shall cause their applicable designee to) Schedule all Facility Energy and Replacement Product in a reasonable and prudent manner in accordance with the CAISO Tariff, NERC and WECC operating policies and criteria, and any other applicable guidelines or requirements. Seller, at its own cost, shall install metering, telemetry and control equipment so as to be able to provide Facility Energy and capacity to the Point of Delivery and respond to CAISO, Transmission Provider, or reliability coordinator's dispatch orders.

J. Section 7.4(b) of the Agreement shall be amended and restated in its entirety as follows:

(b) Seller may direct Buyers to cause Scheduling Coordinator to reduce the Scheduling of deliveries of Facility Energy to the Point of Delivery during the Initial Negative Intervals

as directed by Seller, provided that Buyers shall pay Seller for any Facility Energy actually delivered during the Initial Negative Intervals in accordance with Section 6.5(a)(ii). If Seller directs Buyers to cause Scheduling Coordinator to reduce deliveries of Facility Energy in accordance with this Section 7.4(b), then Buyers shall not be obligated to pay Seller for the amount of reduced Facility Energy arising during such a curtailment, but Seller shall receive credit for the amount of Deemed Generated Energy for reductions of deliveries of Facility Energy arising hereunder for purposes of determining Seller's compliance towards its Guaranteed Generation.

K. Section 7.4(c) of the Agreement shall be amended and restated in its entirety as follows:

(c) In addition to the curtailments described in Section 7.4(a) and Section 7.4(b), each Scheduler may curtail deliveries of the Applicable MW Share of its respective Buyers or SCPPA's Participating Members, as applicable, at any time and for the duration specified by such Scheduler, including in accordance with Section 6.5(a)(iii). Each Scheduler (acting through the Scheduling Coordinator) shall provide a minimum of ten (10) minutes' notice to Seller of a request for curtailment under this Section 7.4(c), and Seller shall comply with such request in accordance with Prudent Utility Practices. In its curtailment notice to Seller, such Scheduler (acting through the Scheduling Coordinator) shall indicate the duration of the curtailment period, which shall be for a minimum of thirty (30) minutes, and the time at which such Scheduler requests Seller to resume delivery of the Facility Energy to such Scheduler, in accordance with the Applicable MW Share of its respective Buyers or SCPPA's Participating Members, as applicable. To the extent a Scheduler (acting through the Scheduling Coordinator) requests any change in the duration of the requested curtailment period, Seller shall effectuate any such change no later than ten (10) minutes following notice from such Scheduler's notification to Seller of the proposed change to curtailment. Seller shall respond to any Scheduler's curtailment notices (including the end of such curtailment periods) in accordance with Prudent Utility Practices. Each applicable Buyer shall pay Seller for any Deemed Generated Energy during any curtailment under this Section 7.4(c) in an amount equal to the Fixed Rate; *provided, however*, Seller shall use commercially reasonable efforts to sell any such Deemed Generated Energy to third parties at a positive price to the extent permitted under the CAISO Tariff. To the extent such Deemed Generated Energy is sold to a third party, (i) the obligation to pay the amounts set forth above for a curtailment by a Scheduler under this Section 7.4(c) shall be reduced accordingly by an amount equal to the net proceeds Seller receives from such sales of Deemed Generated Energy (after subtracting any Scheduling fees, wheeling charges, and other associated costs, fees, and reasonable expenses incurred in connection with such sales), and (ii) any Environmental Attributes not sold with such Deemed Generated Energy shall be delivered in proportion with the Applicable MW Share, at no additional cost to such Buyers.

L. The last sentence of Section 10.4 of the Agreement shall be amended by replacing the term "Seller, as Scheduling Coordinator" therein with the term "Buyers (or their designee), as Scheduling Coordinator".

M. The first sentence of Section 11.2 of the Agreement shall be amended by adding the

following clause (e) to the end thereof:

(e) To support invoicing by Seller, Buyers through the Scheduling Coordinator shall deliver to Seller a copy of each CAISO Settlement Statement (and other available statements reasonably requested by Seller) promptly after such statements become available so as to allow Seller to invoice Buyer for the Uncontracted Products in accordance with the invoicing procedures set forth in this Section 11.2.

N. Section 11.5 of the Agreement shall be amended and restated in its entirety as follows:

Section 11.5 Records and Audits. Seller shall maintain, and the Authorized Auditors of Buyers shall have access to, all records and data pertaining to the performance and management of this Agreement (including compliance with the Requirements) and related Subcontracts, and as necessary to properly reflect all costs claimed to have been incurred hereunder and thereunder, including (a) in their original form, all (i) documents provided to Seller in the ordinary course of business for the Facility, (ii) documents for billing, costs, metering, and Environmental Attributes, (iii) books, records, documents, reports, deliverables, employee time sheets, accounting procedures and practices, and (iv) records of financial transactions, and (b) other evidence, regardless of form (for example, machine readable media such as disk or tape, etc.) or type (for example, databases, applications software, database management software, or utilities). If Seller is required to submit cost or pricing data in connection with this Agreement, Seller shall maintain all records and documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. Buyers shall, or shall cause Buyers' designee, to maintain, and the Authorized Auditors of Seller shall have access to, all records and data pertaining to the Scheduling of Facility Energy, Capacity, and Replacement Product. In the event of a Dispute, records that relate to the Agreement, Dispute, litigation or costs, or items to which an audit exception has been taken, shall be maintained. Each Party, including with respect to Buyers, Buyers' Agent, and the Authorized Auditors of the Parties may discuss such records with the other Party's officers and independent public accountants (and by this provision each Party authorizes said accountants to discuss such billings and costs), all at such times and as often as may be reasonably requested. All such records shall be retained, and shall be subject to examination and audit by the Authorized Auditors, for a period of not less than four (4) years following final payment made by a Buyer hereunder, the expiration or termination date of this Agreement, or final settlement of all disputes, claims, or litigation, whichever is later. Each Party shall make said records or, to the extent accepted by the Authorized Auditors, photographs, micro-photographs, or other authentic reproductions thereof, available to the Authorized Auditors at the Party's principal business office or any other of a Party's offices as mutually agreed upon by the Parties, at all reasonable times and without charge. The Authorized Auditors may reproduce, photocopy, download, transcribe, and the like any such records. Any information provided by a Party on machine-readable media shall be provided in a format accessible and readable by the Authorized Auditors. Neither Party shall, however, be required to furnish the Authorized Auditors with commonly available software. Either Party shall be subject at any time with fourteen (14) days prior written notice to audits or examinations by Authorized Auditors, relating to, with respect

to Seller, all billings and required to verify compliance with all Agreement requirements relative to practices, methods, procedures, performance, compensation, and documentation and, with respect to Buyers, the Scheduling data and information. Examinations and audits shall be performed using generally accepted auditing practices and principles and applicable governmental audit standards. If Seller utilizes or is subject to Federal Acquisition Regulation, Part 30 and 31, et seq. accounting procedures, or a portion thereof, examinations and audits shall utilize such information. To the extent that an Authorized Auditor's examination or audit reveals inaccurate, incomplete or non-current records, or records are unavailable, the records shall be considered defective. Consistent with standard auditing procedures, a Party shall be provided fifteen (15) days to review an Authorized Auditor's examination results or audit and respond to the other Party prior to the examination's or audit's finalization and public release. If an Authorized Auditor's examination or audit indicates a Party has paid (or been paid) an incorrect amount under a previous payment application, the identified payment error shall be corrected by payment from the overpaying Party or the underpaying Party, as applicable, to the other Party within fifteen (15) days following notice by either Party of the identified payment error. If an Authorized Auditor's examination or audit reveals that such Party's overpayment is more than five percent (5.0%) of the billings reviewed, the overpaid Party shall pay all expenses and costs incurred by the Authorized Auditors arising out of or related to the examination or audit, which examination or audit expenses and costs shall be paid within fifteen (15) days of notice to the overpaid Party. Seller shall contractually require all Subcontractors performing services under this Agreement to comply with the provisions of this Section 11.5 by inserting this Section 11.5 into each Subcontract.

Section 1.2 Amendments to Contract Price Provisions.

- A. The following term shall be added to Section 1.1 of the Agreement in the appropriate alphabetical order:

“**Buyers’ Percentage of Total Capacity**” has the meaning set forth in Section 10.3(c).

- B. Commencing as of September 1, 2017, Section 6.5(a) through (d) of the Agreement shall be amended and restated in its entirety as follows:

Section 6.5 Payment of Contract Price.

- (a) The amount payable to Seller for each Settlement Timeframe shall be, for each Buyer, an amount equal to:

(i) in each Settlement Timeframe in which the CAISO Settlement Price is zero or positive, the product of (A), (B), and (C), where: (A) is the amount (in MWh) of Facility Energy generated during such Settlement Timeframe, (B) is the Buyers’ Percentage of Facility Output, and (C) is the Fixed Rate;

(ii) for the first three-hundred (300) Settlement Timeframes in any Contract Year (or such other number of Settlement Timeframes as would be equal to twenty-

five (25) hours in the event that CAISO changes the number of minutes in a Settlement Timeframe as of the Effective Date) in which the CAISO Settlement Price is negative (the “**Initial Negative Intervals**”), for each Settlement Timeframes, the product of (A), (B), and (C), where: (A) is the amount (in MWh) of Facility Energy generated during such Settlement Timeframe, (B) is the Buyers’ Percentage of Facility Output, and (C) is the Fixed Rate plus the CAISO Settlement Price for such Initial Negative Intervals; and

(iii) for each Settlement Timeframe in which the CAISO Settlement Price is negative other than the Initial Negative Intervals, the product of (A), (B), and (C), where: (A) is the amount (in MWh) of Facility Energy generated during such Settlement Timeframe, (B) is the Buyers’ Percentage of Facility Output, and (C) is the Fixed Rate; and

(iv) if any Buyer (including, in the case of SCPPA, any of its Participating Members), exercises its right to curtail per Section 7.4(c), the amount to be paid by such Buyer for Deemed Generated Energy shall be the product of (A), (B), and (C), where (A) is the amount of Deemed Generated Energy calculated during such period of curtailment, (B) is the Buyers’ Percentage of Facility Output, and (C) is the Fixed Rate.

(b) The Parties acknowledge that the foregoing payment formulas reflect both the Contract Price agreed upon by the Parties and the payments to be received from the CAISO under current market design. Seller shall invoice each Buyer for the amounts calculated hereunder in accordance with Article XI. If the amount determined to be payable by a Buyer is negative, then Seller shall pay such Buyer such amount.

(c) For purposes of this Section 6.5, a “negative” CAISO Settlement Price occurs when the CAISO Settlement Price for a Settlement Timeframe is negative and the Facility Energy (or Deemed Generated Energy, as applicable) for that Settlement Timeframe is positive, and a “zero or positive” CAISO Settlement Price occurs when the CAISO Settlement Price for a Settlement Timeframe is zero or positive and the Facility Energy (or Deemed Generated Energy, as applicable) for that Settlement Timeframe is positive.

(d) For purposes of illustration only, sample calculations are provided in Schedule 6.5.

C. Schedule 6.5 shall be replaced in its entirety with the following:

SCHEDULE 6.5
SAMPLE CALCULATION OF CONTRACT PRICE

Fixed Rate: Section 6.5(a)(i)

Facility Energy = 7 MWh

Buyers’ Percentage of Facility Output = 8.0%

Fixed Rate = \$63 / MWh

Then, the amount payable to Seller = 7 MWh * 8.0% * \$63 / MWh = \$35.28

Fixed Rate: Section 6.5(a)(ii)

If the CAISO Settlement Price = -\$25 / MWh, and:

The current Settlement Timeframe is an Initial Negative Interval, and:

Facility Energy = 7 MWh

Buyers' Percentage of Facility Output = 8.0%

Fixed Rate = \$63 / MWh

Then the amount payable to Seller = 7 MWh * 8.0% * (\$63 / MWh + (- \$25 / MWh)) = \$21.28

Fixed Rate: Section 6.5(a)(iii)

If the CAISO Settlement Price = -\$25 / MWh, and:

The current Settlement Timeframe is not an Initial Negative Interval, and:

Facility Energy = 7 MWh

Buyers' Percentage of Facility Output = 8.0%

Fixed Rate = \$63 / MWh

Then the amount payable to Seller = 7 MWh * 8.0% * \$63 / MWh = \$35.28

Section 1.3 Amendment to Section 10.3(c) Calculation of RA Deficiency.

A. Section 10.3(c) of the Agreement, the calculation of the RA Deficiency amount, shall be amended and restated in its entirety as follows:

(c) For each Buyer, the RA Deficiency Amount shall be equal to the product of (v), (w), (x), (y) and (z) where: (v) is the RA Value, (w) is the Applicable Contract Capacity, (x) is the Solar NQC Factor, (y) is the Buyers' Percentage of Total Capacity as listed in Appendix M, and (z) is one (1.0) minus the Partial RA Factor, which is defined below. The RA Deficiency Amount for each Buyer is represented by the following equation:

RA Deficiency Amount (\$/Month) = RA Value (\$/MW/Month) * Applicable Contract Capacity (MW) * Solar NQC Factor * Buyers' Percentage of Total Capacity as listed in Appendix M * [1.0 - Partial RA Factor]

where the "**Partial RA Factor**" is equal to (a) the Net Qualifying Capacity (in MW) divided by (b) the Qualifying Capacity (in MW), and

“Buyers’ Percentage of Total Capacity” means the percentage of Facility Output allocated to each Buyer as set forth in Appendix M, as may be adjusted due to any withdrawal, termination or other change to the interest of a Buyer in the Facility as permitted or required by this Agreement, subject to the right, but not the obligation, of the remaining Buyers to take all or any portion of such partially terminated or withdrawn Buyer’s share of the Total Capacity.

B. Schedule 10.3 of the Agreement is hereby replaced in its entirety with the following:

SCHEDULE 10.3
SAMPLE CALCULATION OF RA DEFICIENCY AMOUNT

Scenario with no RA Deficiency Amount									
Month	(v) RA Value \$/MW-Month	(w.a) Facility Capacity (MW)	(w.b) Applicable Contract Capacity (MW)	(x) CY 2017 Solar PV Factor	(y) Buyers' Percentage Share of Applicable Contract Capacity (MW)	Full Capacity Deliverability Status? (Y/N)	NQC as % of QC based on FCFD Status [CAISO_NQC] / [QC = (w.a)*(x)]	(z) Partial RA Factor 1 - [NQC as % of QC]	RA Deficiency Amount (v)*(w.b)*(x)*(y)*(z)
1	\$1,650	75	65	0.26%	100%	Y	100%	0%	\$0.00
2	\$1,650	75	65	1.47%	100%	Y	100%	0%	\$0.00
3	\$1,650	75	65	6.82%	100%	Y	100%	0%	\$0.00
4	\$1,650	75	65	79.82%	100%	Y	100%	0%	\$0.00
5	\$1,650	75	65	75.56%	100%	Y	100%	0%	\$0.00
6	\$1,650	75	65	79.35%	100%	Y	100%	0%	\$0.00
7	\$1,650	75	65	75.34%	100%	Y	100%	0%	\$0.00
8	\$1,650	75	65	80.34%	100%	Y	100%	0%	\$0.00
9	\$1,650	75	65	75.01%	100%	Y	100%	0%	\$0.00
10	\$1,650	75	65	57.51%	100%	Y	100%	0%	\$0.00
11	\$1,650	75	65	0.16%	100%	Y	100%	0%	\$0.00
12	\$1,650	75	65	0.11%	100%	Y	100%	0%	\$0.00

2017 Solar PV Technology Factors (Actual)				
Solar PV				
Month	2013	2014	2015	CY 2017 Solar PV Factor
1	0.20%	0.27%	0.31%	0.26%
2	0.60%	2.08%	1.74%	1.47%
3	6.89%	7.97%	5.60%	6.82%
4	73.51%	82.14%	83.80%	79.82%
5	66.63%	82.70%	77.35%	75.56%
6	74.63%	84.50%	78.91%	79.35%
7	64.80%	79.92%	81.31%	75.34%
8	77.39%	81.26%	82.38%	80.34%
9	79.23%	77.05%	68.76%	75.01%
10	62.05%	60.47%	50.00%	57.51%
11	0.15%	0.15%	0.17%	0.16%
12	0.13%	0.10%	0.11%	0.11%

2017 NQC List (Actual)	
Generator Narr Astoria 2	
Jan	0.2
Feb	1.1
Mar	5.12
Apr	59.86
May	56.67
Jun	59.51
Jul	56.51
Aug	60.26
Sep	56.26
Oct	43.13
Nov	0.12
Dec	0.08
Dispatchable?	N
Path26 Desig.	South
Del.Status	FC
http://www.caiso.com/planning/Pages/ReliabilityRequirements/Default.asp	

Scenario *with* RA Deficiency Amount (*Hypothetical scenario with no Energy-Only Deliverability Status resulting in a 20% reduction in NQC*)

Month	(v) RA Value \$/MW-Month	(w.a) Facility Capacity (MW)	(w.b) Applicable Contract Capacity (MW)	(x) CY 2017 Solar PV Factor	(y) Buyers' Percentage Share of Applicable Contract Capacity (MW)	Full Capacity Deliverability Status? (Y/N)	NQC as % of QC based on FCFD Status [CAISO_NQC] / [QC = (w.a)*(x)]	(z) Partial RA Factor 1 - [NQC as % of QC]	RA Deficiency Amount (v)*(w.b)*(x)*(y)*(z)
1	\$1,650	75	65	0.26%	100%	N	80%	20%	\$55.85
2	\$1,650	75	65	1.47%	100%	N	80%	20%	\$315.96
3	\$1,650	75	65	6.82%	100%	N	80%	20%	\$1,457.93
4	\$1,650	75	65	79.82%	100%	N	80%	20%	\$17,118.30
5	\$1,650	75	65	75.56%	100%	N	80%	20%	\$16,201.77
6	\$1,650	75	65	79.35%	100%	N	80%	20%	\$17,017.23
7	\$1,650	75	65	75.34%	100%	N	80%	20%	\$16,158.52
8	\$1,650	75	65	80.34%	100%	N	80%	20%	\$17,231.08
9	\$1,650	75	65	75.01%	100%	N	80%	20%	\$16,087.26
10	\$1,650	75	65	57.51%	100%	N	80%	20%	\$12,341.41
11	\$1,650	75	65	0.16%	100%	N	83%	17%	\$28.45
12	\$1,650	75	65	0.11%	100%	N	75%	25%	\$29.48

2017 Solar PV Technology Factors (Actual)

Month	2013	2014	2015	CY 2017 Solar PV Factor
1	0.20%	0.27%	0.31%	0.26%
2	0.60%	2.08%	1.74%	1.47%
3	6.89%	7.97%	5.60%	6.82%
4	73.51%	82.14%	83.80%	79.82%
5	66.63%	82.70%	77.35%	75.56%
6	74.63%	84.50%	78.91%	79.35%
7	64.80%	79.92%	81.31%	75.34%
8	77.39%	81.26%	82.38%	80.34%
9	79.23%	77.05%	68.76%	75.01%
10	62.05%	60.47%	50.00%	57.51%
11	0.15%	0.15%	0.17%	0.16%
12	0.13%	0.10%	0.11%	0.11%

2017 NQC List (*Hypothetical EO Penalty*)

Generator Name	Astoria 2
Jan	0.16
Feb	0.88
Mar	4.10
Apr	47.89
May	45.34
Jun	47.61
Jul	45.21
Aug	48.21
Sep	45.01
Oct	34.50
Nov	0.10
Dec	0.06
Dispatchable?	N
Path26 Desig.	South
Del. Status	EO
http://www.caiso.com/planning/Pages/ReliabilityRequirements/Default.aspx	

Section 1.4 Potential Change in Control.

- A. The term “RE Holdings Entity” in Section 1.1 of the Agreement shall be modified and a new defined term shall be incorporated in Section 1.1 of the Agreement as follows, in the appropriate alphabetical order:

“**RE Holdings Entity**” means each of RE Holdings, RE Pioneer Holdings LLC, and RE Astoria 2 Holdings LLC. Upon delivery by Seller to Buyer of written notice that RE Pioneer Parent has become a wholly-owned subsidiary of RE Holdings and the direct owner of RE Pioneer Holdings LLC in accordance with the terms and conditions set forth in that certain letter, dated March 7, 2017, from SCPA to Seller, the term “RE Holdings Entity” shall also be deemed to include RE Pioneer Parent.

“**RE Pioneer Parent**” means RE Settler Holdings LLC.

- B. Upon delivery by Seller to Buyer of written notice that RE Pioneer Parent has become a wholly-owned subsidiary of RE Holdings and the direct owner of RE Pioneer Holdings LLC, Schedule 12.2(h) of the Agreement shall be automatically amended to reflect the

addition of RE Pioneer Parent as attached hereto as Attachment A.

Section 1.5 Conforming Changes. Any further conforming changes in the Agreement that are necessitated by virtue of the amendments agreed upon in this Amendment are hereby incorporated by reference.

ARTICLE II MISCELLANEOUS

Section 2.1 Representation and Warranty. Each Party represents and warrants that as of the date of execution by such Party, it is authorized to enter into this Amendment, that this Amendment does not conflict with any contract, lease, instrument, or other obligation to which it is a party or by which it is bound, which conflict could reasonably be expected to have a material adverse effect on the ability of such party to perform its obligations hereunder, and this Amendment represents its valid and binding obligation, enforceable against it in accordance with its terms.

Section 2.2 Governing Law. This Amendment shall be interpreted, governed by, and construed under the laws of the State of California without consideration of conflicts of law principles.

Section 2.3 Counterparts. 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.

Section 2.4 Headings. Headings appearing in this Amendment are inserted for convenience only and shall not be construed as interpretations of text.

Section 2.5 No Other Amendments. Except as specifically provided in this Amendment, no amendments, revisions or changes are made or have been made to the Agreement. All other terms and conditions of the Agreement remain in full force and effect.

Section 2.6 Effective Date. This Amendment shall become effective on the date (the “**Amendment Effective Date**”) that it is duly executed and delivered by all Parties.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of Amendment Effective Date.

BUYERS:

SOUTHERN CALIFORNIA PUBLIC
POWER AUTHORITY

By: _____

Its: _____

Date: _____

POWER AND WATER RESOURCES
POOLING AUTHORITY

By: _____

Its: _____

Date: _____

Attest: _____

CITY OF LODI

By: _____

Its: _____

Date: _____

Attest: _____

CITY OF CORONA

By: _____

Its: _____

Date: _____

Attest: _____

CITY OF MORENO VALLEY

By: _____

Its: _____

Date: _____

Attest: _____

CITY OF RANCHO CUCAMONGA

By: _____

Its: _____

Date: _____

Attest: _____

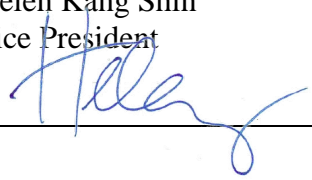
SELLER:

RE ASTORIA 2 LLC

By: Helen Kang Shin

Its: Vice President

Date: _____



Attachment A
to
Amendment No. 1 to Agreement

SCHEDULE 12.2(h)

