

AMENDMENT NO. 1

to the

**RENEWABLE MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT**

between

SOUTHERN CALIFORNIA EDISON COMPANY

and

FTS Master Tenant 2, LLC**RAP ID # 5629**

This Amendment No. 1 ("Amendment No. 1") to the Agreement (as that term is defined below) is entered into between Southern California Edison Company, a California corporation ("SCE"), and FTS Master Tenant 2, LLC, a Delaware limited liability company ("Seller"). SCE and Seller are hereinafter sometimes referred to individually as a "Party" and jointly as the "Parties". Capitalized terms used and not otherwise defined in this Amendment No. 1 shall have the meanings ascribed to such terms in the Agreement.

RECITALS

The Parties enter into this Amendment No. 1 with reference to the following facts:

- A. SCE and Seller (as successor-in-interest to SEPV18, LLC) are Parties to that certain Renewable Market Adjusting Tariff Power Purchase Agreement (RAP ID #5629), effective as of November 3, 2014 (as amended from time to time, the "Agreement"), under which, among other things, Seller will sell to SCE, and SCE will purchase from Seller, Product during the Delivery Term.
- B. Seller wishes to amend Appendix E to the Agreement to change certain equipment for the Facility and update related drawings and the site plan. The change in equipment will not change the Contract Capacity or the Contract Quantity of the Agreement.

AGREEMENT

In consideration of the promises, mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, as set forth herein, the Parties agree to amend the Agreement as follows:

1. Appendix E to the Agreement is hereby deleted in its entirety and replaced with a new Appendix E in the form of Attachment A hereto.

2. **MISCELLANEOUS**
 - (a) Reservation of Rights. Each of the Parties expressly reserves all of its respective rights and remedies under the Agreement.

 - (b) Legal Effect. Except as expressly modified as set forth herein, the Agreement remains unchanged and, as so modified, the Agreement shall remain in full force and effect.

 - (c) Governing Law. THIS AMENDMENT NO. 1 AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AMENDMENT NO. 1.

 - (d) Successors and Assigns. This Amendment No. 1 shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

 - (e) Authorized Signatures; Notices. Each Party represents and warrants that the person who signs below on behalf of that Party has authority to execute this Amendment No. 1 on behalf of such Party and to bind such Party to this Amendment No. 1. Any written notice required to be given under the terms of this Amendment No. 1 shall be given in accordance with the terms of the Agreement.

 - (f) Effective Date. This Amendment No. 1 shall be deemed effective as of the date upon which the last Party executes this Amendment No. 1.

 - (g) Further Agreements. This Amendment No. 1 shall not be amended, changed, modified, abrogated or superseded by a subsequent agreement unless such subsequent agreement is in the form of a written instrument signed by the Parties.


- (h) Counterparts: Electronic Signatures. This Amendment No. 1 may be executed in one or more counterparts, each of which will be deemed to be an original of this Amendment No. 1 and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Amendment No. 1 and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this Amendment No. 1 as to the Parties and may be used in lieu of the original Amendment No. 1 for all purposes.

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RAP ID #5629, FTS Master Tenant 2, LLC [SEPV18 Little Rock project]

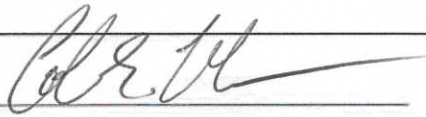
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be executed by their duly authorized representatives on the dates indicated below their respective signatures.

FTS MASTER TENANT 2, LLC,
a Delaware limited liability
company.

By: 
Sean McBride
Authorized Person

Date: 2/10/16

**SOUTHERN CALIFORNIA
EDISON COMPANY,**
a California corporation.

By: 

Colin E. Cushnie
Vice President
Energy Procurement & Management

Date: 2/19/16

ATTACHMENT A**APPENDIX E
DESCRIPTION OF THE FACILITY****General**

The SEPV Little Rock Generating Facility is owned and operated by FTS Master Tenant 2, LLC. It will utilize photovoltaic modules/panels/arrays mounted to single-axis solar tracking support structures. The ac inverter outputs will be fed into transformers to step up the voltage to interconnect with SCE's Titan 12.47kV circuit adjacent to the project site.

Site

The Generating Facility is located on approximately 20 acres with a street address on 110th Street E in Palmdale, CA 93501 in Los Angeles County. The centroid of the site is 34.613634 °N, 117.935901 °W.

The site is:

- also occupied by [NAME OF BUSINESS], a [TYPE OF BUSINESS].
- is shared by another generating facility named:
- is dedicated to the Generating Facility use only.

Interconnection

The Generating Facility is interconnected to SCE's Titan system and has a service voltage of 12.47 kV. The interconnection service transformers are rated at 1,100 kVA each with a base rating of 1,100 kVA and will be owned by FTS Master Tenant 2, LLC. See the attached Single Line Diagram in this Appendix.

Expected Performance

The Generating Facility has been designed to provide 2,000 kWac.
The average annual energy production is expected to be 6,400,000 kWh. The excess annual energy production is expected to be 0 kWh.

Equipment Summary

The Generating Facility is comprised of a solar array, current inverter(s), inverter output transformer(s), interconnection service transformer, electrical metering equipment, telemetering equipment and meteorological equipment. The following paragraphs summarize the major equipment. See the Single Line Diagram drawing.

Solar Array

Module Manufacturer & Model: Jinko, JKM310P-72.
Number of modules in solar array: 8664
Standard Test Condition Output Rating: 310Wdc/Module
Gross Power Rating (Number of Modules X STC Rating in kW): 2,685.84 kWdc
Nominal Solar Array Output Voltage Range (V DC): +/- 1000

Ground Coverage Ratio: 0.29

Mounting Arrangement: {select one}

- mounted on racks with a fixed tilt angle of ° from horizontal and facing ° from true North. (Magnetic Declination + 13 Degrees)
- mounted on horizontal North to South axis trackers.
- mounted on horizontal West to East axis trackers.
- mounted on single axis trackers mounted at a tilt angle of Click here to enter text. tilt ° from horizontal and facing Click here to enter text. ° from magnetic North.
- mounted on manually adjustable tilting mechanisms with a range of Click here to enter text. ° to Click here to enter text. ° from horizontal and facing Click here to enter text. ° from magnetic North.
- mounted on dual axis trackers.

Current Inverter

Inverter Manufacturer & Model: Advanced

Energy AE-1000NX

Number of Inverters: 2

Inverter Output: 1000 kW each

Design Operating Power Factor: 1.0

Lagging Power Factor: As required to meet the SGIA/DSA with SCE

Leading Power Factor: As required to meet the SGIA/DSA with SCE

The Current Inverter uses transformerless technology: No inverters require a step-up transformer for interconnection with SCE.

Inverter Output Transformer

Manufacturer & Model: Cooper Power

Systems

Design Rating: 2000 kVA @ 55 degrees Temp Rise to 2240 kVa @ 65 degrees Temp Rise

Nominal output voltage: 12.47 kV

The electrical arrangement of solar array, current inverter, and other equipment can be determined by examination of the Single Line Diagram drawing.

Metering

The Generating Facility includes the following electrical meters and associated appurtenances: {check all that apply}

- SCE Billing meter
- SCE Net Generation Output ("NGO") meter

- CAISO meter
- SCE combined Billing and NGO meter
- Generating Facility owned meter (at inverter)

Telemetry

The Generating Facility includes the following telemetry equipment to transmit telemetry to SCE and the CAISO as required by tariff or this Agreement: *{check all that apply}*

- SCE Remote Terminal Unit ("RTU").
- SCE Aggregated Data Processing Gateway ("ADPG").
- Generating Facility Data Processing Gateway ("DGP").
- SCE Real Time Energy Metering system ("RTEM").
- Other: RIG per CAISO specifications

Meteorological Equipment

Number of meteorological stations: 1

Location of meteorological stations: inverter skid

The meteorological equipment meets standards of: *{check all that apply}*

- CAISO's EIRP requirements.
- WMO standards: [ENTER TEXT IF APPLICABLE]
- Other: EIRP and PPA requirements

Site Improvements

The site of the Generating Facility has been improved to include the following attributes: *{check all that apply}*

- Access road.
- Fencing of the perimeter of the Generating Facility.
 - Remote controlled gate.
- Manual gate with chain and lock.
- Security service.
 - Operations and Maintenance buildings.
- Storm water drainage system.
- City water and sanitary sewerage.

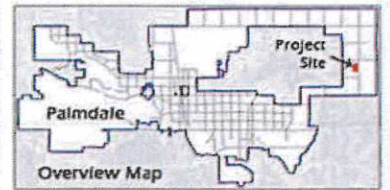
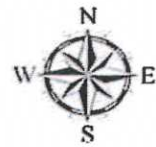
- Site well water.
- Site septic system.
- No water or sanitary facilities.
- Access hatch and ladders, the site is a roof top.
- The site is an existing car port.
- Other: City Water; gravel base material beneath array

Other

The Generating Facility will be a remotely monitored un-manned operation.

Site Map

SEPV Little Rock B
110th Street E, Palmdale, CA 93591





NO.	DATE	DESCRIPTION
1	08/14/13	ISSUED FOR CONSTRUCTION
2	08/14/13	REVISED PER COMMENTS
3	08/14/13	REVISED PER COMMENTS
4	08/14/13	REVISED PER COMMENTS

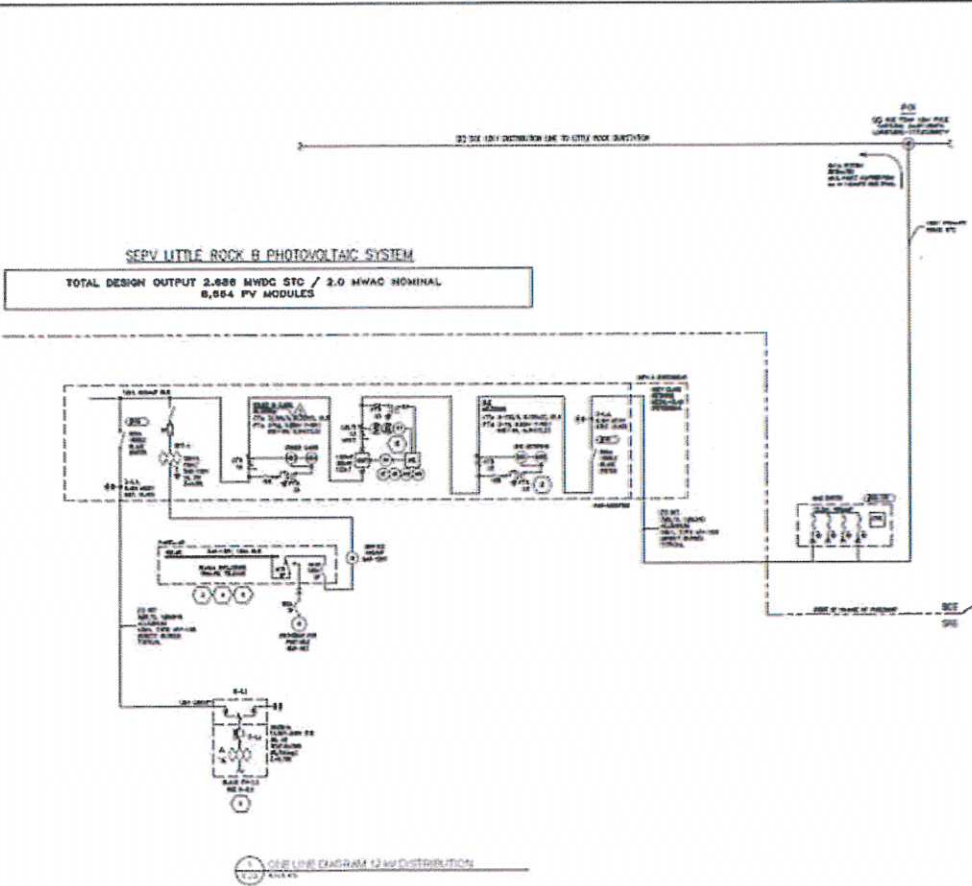
PROJECT NO. SEP13
SINGLE-AXIS TRACKER
PHOTOVOLTAIC ARRAYS
7 MWDC
PILSBLE, CA

ONE LINE DIAGRAM
12 KV DISTRIBUTION

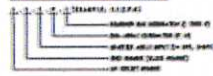
- GENERAL NOTES**
1. ALL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE CALIFORNIA ELECTRICAL CODE (CEC).
 2. ALL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE CALIFORNIA ELECTRICAL CODE (CEC).
 3. ALL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE CALIFORNIA ELECTRICAL CODE (CEC).
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 5. ALL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE CALIFORNIA ELECTRICAL CODE (CEC).

- REVISIONS**
1. REVISED PER COMMENTS
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- LEGEND:**
- WTS
 - BREAKER
 - TRANSFORMER
 - METER
 - DISCONNECT
 - INTERRUPTER



COMMON BIPOLAR WIRING CONVENTION



GENERAL NOTES

1. ALL ELECTRICAL WORK IS TO BE DONE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE CALIFORNIA ELECTRICAL CODE (CEC).
2. ALL ELECTRICAL WORK IS TO BE DONE IN ACCORDANCE WITH THE CALIFORNIA ELECTRICAL CODE (CEC) AND THE NATIONAL ELECTRICAL CODE (NEC).
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5. ALL ELECTRICAL WORK IS TO BE DONE IN ACCORDANCE WITH THE CALIFORNIA ELECTRICAL CODE (CEC) AND THE NATIONAL ELECTRICAL CODE (NEC).

EXERCISE NOTES

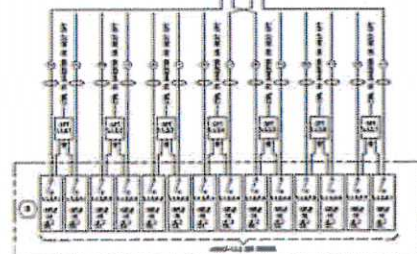
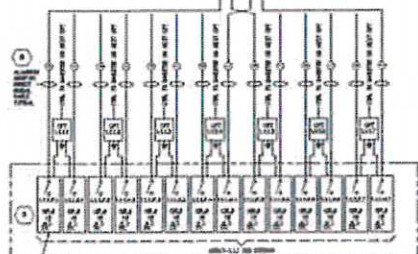
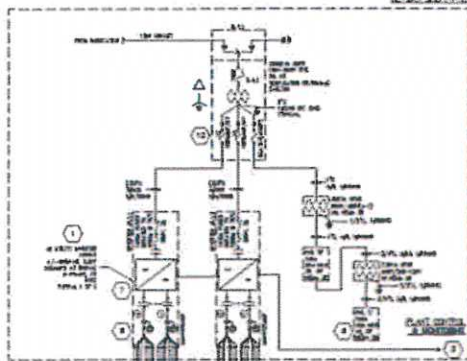
1. VERIFY THE QUANTITY AND TYPE OF ALL ELECTRICAL MATERIALS AND EQUIPMENT BEFORE ORDERING.
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2 MW BLOCK ARRAY CONFIGURATION

Module Type	Quantity	Power (W)	Area (sq ft)	Weight (lb)	Height (in)	Length (ft)	Width (ft)	Notes
JINKO JKMS1DP-72	1000	350	100	10	10	10	10	

PHOTOVOLTAIC MODULE

Module Type	Power (W)	Area (sq ft)	Weight (lb)	Height (in)	Length (ft)	Width (ft)
JINKO JKMS1DP-72	350	100	10	10	10	10



2 X 1000KW INVERTERS, 1000VDC BIPOLAR PHOTOVOLTAIC ARRAYS, PV MODULES JINKO JKMS1DP-72

BLOCK - 1.1

ISSUED FOR CONSTRUCTION

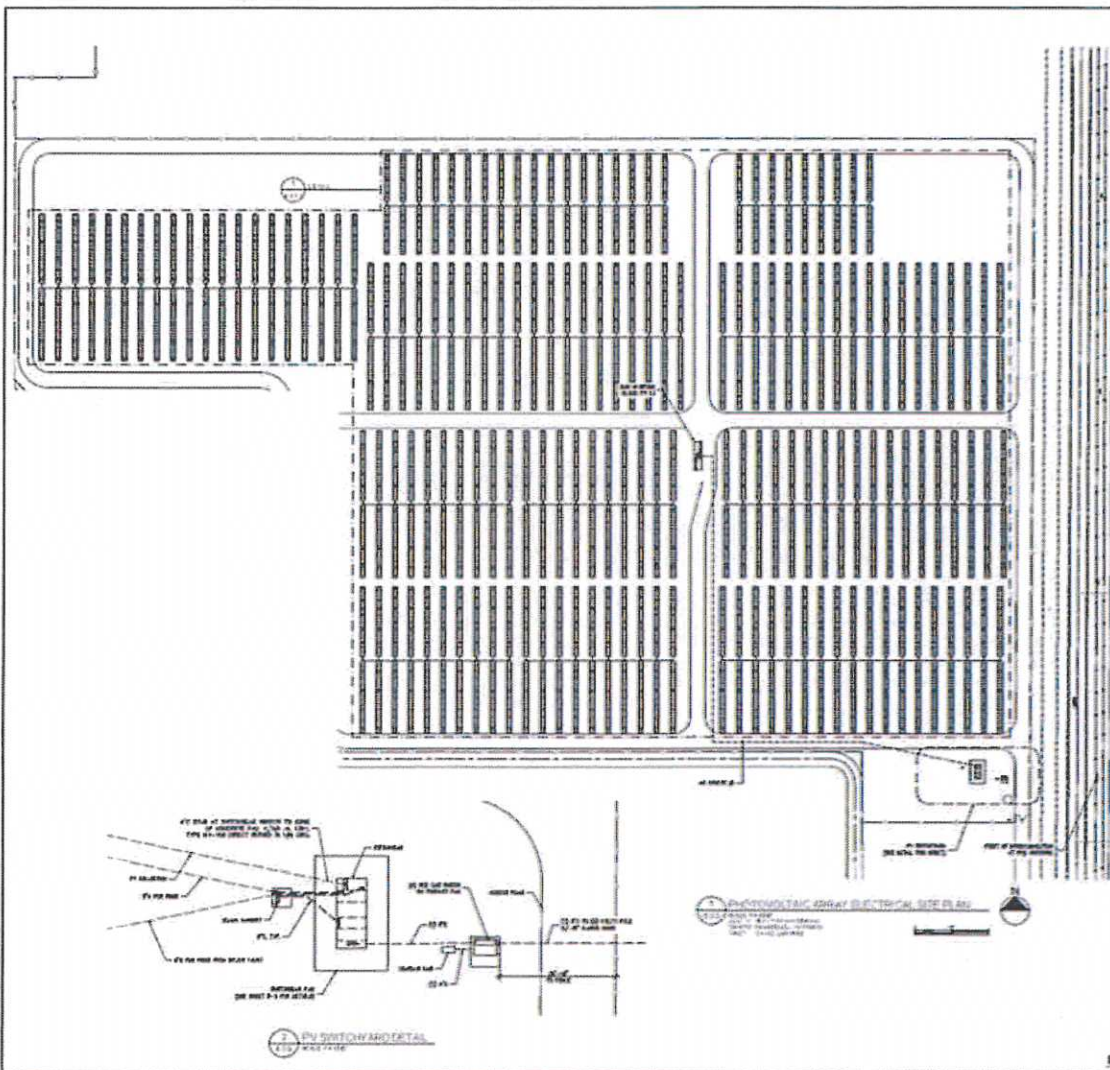


REV	DATE	DESCRIPTION
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SEPV'S
SINGLE-AXIS TRACKER
PHOTOVOLTAIC ARRAYS
2 MWDC
PALMDALE, CA

**2 MW BLOCK 1.1
ACDC SYSTEM SCHEMATIC**

E-2.1



- GENERAL NOTES**
1. REFER TO THE PERMITS SUBMITTED ON SHEET E-1.01
 2. VERIFY ALL PERMITS AND REGULATORY AGENCIES REQUIREMENTS AND CONDITIONS OF APPROVAL FOR THE PROJECT AND OBTAIN ALL NECESSARY APPROVALS.
 3. ALL PARTS OF THE PROJECT OR EQUIPMENT TO BE INSTALLED SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL HEALTH DEPARTMENT AND ALL OTHER APPLICABLE AGENCIES.
 4. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL AND STATE CODES AND REGULATIONS.
 5. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL AND STATE CODES AND REGULATIONS.
 6. THE DESIGN SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE LOCAL HEALTH DEPARTMENT AND ALL OTHER APPLICABLE AGENCIES.
 7. THE DESIGN SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE LOCAL HEALTH DEPARTMENT AND ALL OTHER APPLICABLE AGENCIES.
 8. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL AND STATE CODES AND REGULATIONS.

LINE LEGEND

- PV ARRAY
- INVERTER



BLMYER
 ENGINEERS & ARCHITECTS
 1000 S. GARDEN AVENUE
 SUITE 100
 PALMDALE, CA 91366



PROJECT TITLE
 SERVIS SINGLE-AXIS TRACKER PHOTOVOLTAIC ARRAYS
 2 MWAC
 PALMDALE, CA

ELECTRICAL SITE PLAN

ISSUED FOR CONSTRUCTION

E-3.0

End of Appendix E