

**AMENDMENT NO. 1**  
to the  
**RENEWABLE POWER PURCHASE AND SALE AGREEMENT**  
between  
**SOUTHERN CALIFORNIA EDISON COMPANY**  
and  
**CORAM ENERGY LLC**  
**(RAP ID #6355)**

This Amendment No. 1 (this "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 Coram Energy 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 are Parties to that certain Renewable Power Purchase and Sale Agreement dated as of October 22, 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 upon commencement of the Term.
- B. The Parties desire to amend the Agreement to create the defined term "Interconnection Agreement" and to apply such defined term throughout the agreement.
- C. The Parties further wish to amend the Agreement in order to remove Seller's requirement to submit an invoice and instead require SCE to provide Invoices to Seller.

**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:

**AMENDMENTS**

1. The words “interconnection agreement” are replaced with the defined term “Interconnection Agreement” throughout the Agreement.

2. Exhibit A is amended by adding the following defined term in alphabetical order:

“Automated Clearing House” or “ACH” means that specific electronic network for financial transactions and fund transfers managed by the Automated Clearing House Network.

“Interconnection Agreement” shall mean the agreement(s) between the Seller and a Transmission Provider providing for the transmission of electric energy from the Generating Facility to the Delivery Point.

3. Section 3.22 : Payments and Invoicing is deleted and replaced with the following:

“Throughout the Delivery Term, SCE shall issue Payment Invoices to Seller and pay Seller, all in accordance with Article Four and Exhibit E“.

4. The definition of “Payment Invoices” in Section 180 of Exhibit A is deleted and replaced with the following:

“Payment Invoices” are statements issued by SCE to Seller detailing amounts owed by SCE to Seller or by Seller to SCE for energy deliveries, CAISO Revenues, CAISO Costs, CAISO Sanctions, SCE Penalties and other charges and adjustments as may be owed by the Parties, in accordance with Exhibit E.”

5. Section 1.02 of Exhibit E is deleted and replaced with the following:

(a) “Payment Invoice and Provisions of CAISO Invoicing Information During the Startup Period.

During the Startup Period, on or before the last Business Day of each month, SCE shall issue a Payment Invoice to Seller. SCE shall include a statement of all CAISO Costs, CAISO Sanctions, CAISO Revenues and any SCE Penalties in the payment invoice that is issued to Seller for the month that is the later of one

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hundred twenty (120) days following the last day of a calendar month (for electric energy deliveries during that month) or thirty (30) days after the CAISO final settlement data is available to SCE for such deliveries.

The Payment Invoice will show the sum of the CAISO Costs and CAISO Revenues that are directly assigned by the CAISO to the CAISO Resource ID(s) for the Generating Facility for the energy delivered to the Real-Time Market during the Startup Period and any CAISO Sanctions and SCE Penalties.”

**(b) Payment During the Startup Period.**

During the Startup Period, on or before the last Business Day of each month, SCE shall pay to Seller the amount specified in the Payment Invoice plus, if such payment is late, a Simple Interest Payment calculated using the Interest Rate and the number of days that such payment is late.

Seller shall have 30 days after receipt of a Payment Invoice to review the information provided and provide Notice to SCE of any portion Seller disputes along with a detailed explanation of, and rationale for, the dispute. If the Parties are unable to resolve a dispute regarding any Payment Invoice within thirty (30) days after the sending of a Notice of dispute by Seller, either Party may submit the dispute to mediation and arbitration as provided in Article Twelve.

Upon resolution of any Dispute with respect to the correctness of the Payment Invoice or a portion thereof, any required payment shall be made within five (5) Business Days of such resolution along with interest accrued at the Interest Rate from and including the due date but excluding the date paid.

If for any month during the Startup Period there is an amount owed to SCE by Seller, then Seller shall send to SCE, via wire transfer or Automated Clearing House, Seller’s payment of said net amount no later than the tenth (10<sup>th</sup>) Business Day after receipt of the Payment Invoice. If such payment is late, Seller shall include with its payment a Simple Interest Payment calculated using the Interest Rate and the number of days that such payment is late.

6. In Section 2.03 of Exhibit E, the phrase “10<sup>th</sup> Business Day” should be deleted and replaced with the phrase “last Business Day of the calendar month”.
7. In Section 2.03 of Exhibit E, the last phrase before Subsection (a), “Seller shall send a Payment Invoice to SCE showing:” and Subsections (a) through (d) are deleted and replaced with the following:

SCE shall send to Seller a Payment Invoice for the net amount due either to Seller or SCE showing, including supporting documentation, any energy deliveries, CAISO Revenues,

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CAISO Costs, CAISO Sanctions, RA Deficit Payments, SCE Penalties or other applicable revenues, charges and offsets which affected the net amount in the Payment Invoice.

8. Section 2.04 of Exhibit E is deleted and replaced with the following:

On or before the last Business Day of the month in which SCE sends a Payment Invoice to Seller, SCE shall pay to Seller said net amount, less any applicable SCE Penalties, RA Deficit Payments, CAISO Costs or CAISO Sanctions pursuant to Exhibit N, or other applicable charges or offsets plus, if such payment is late, a Simple Interest Payment calculated using the Interest Rate and the number of days that such payment is late. Seller shall have 30 days after receipt of a Payment Invoice to review the information provided and provide Notice to SCE of any portion Seller disputes along with a detailed explanation of, and rationale for, the dispute. If the Parties are unable to resolve a dispute regarding any Payment Invoice within thirty (30) days after the sending of a Notice of dispute by Seller, either Party may submit the dispute to mediation and arbitration as provided in Article Twelve. Upon resolution of any Dispute with respect to the correctness of the Payment Invoice or a portion thereof, any required payment shall be made within five (5) Business Days of such resolution along with interest accrued at the Interest Rate from and including the due date but excluding the date paid.

9. 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.



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- (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 (“Amendment No. 1 Effective Date”).
- (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 or all purposes.

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RAP ID # 6355, Coram Energy LLC

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.

<b>CORAM ENERGY LLC,</b> a Delaware limited liability company. 	<b>SOUTHERN CALIFORNIA EDISON COMPANY,</b> a California corporation.
By: <u>Chris McGarrity</u>	By: 
[Name] <u>Vice President</u> [Title]	[Name] <u>Jim Buerke</u> [Title] <u>DIRECTOR OF ENERGY CONTRACTS MANAGEMENT</u>
Date: <u>Oct 12/2016</u>	Date: <u>11/16/16</u>