

AMENDMENT NO. 1 TO
COMPETITIVE OFFER POWER PURCHASE AGREEMENT (BP 14-009)
BETWEEN THE CITY OF LOS ANGELES BY AND THROUGH THE
DEPARTMENT OF WATER AND POWER
AND
HECATE FIT "A", LLC

THIS AMENDMENT NO. 1 ("Amendment") to COMPETITIVE OFFER POWER PURCHASE AGREEMENT BETWEEN CITY OF LOS ANGELES ACTING BY AND THROUGH THE DEPARTMENT OF WATER AND POWER AND HECATE FIT "A", LLC WITH FILE NO. BP 14-009 ("Agreement") is entered into between the CITY OF LOS ANGELES acting by and through the DEPARTMENT OF WATER AND POWER, ("Buyer"), and HECATE FIT "A", LLC ("Seller"), collectively referred to as "Parties", and shall take effect on the date this Amendment is executed by both Parties.

WHEREAS, through a competitive RFP and negotiation process, HECATE FIT "A", LLC, received a 14-MW FiT50 obligation to develop and construct solar projects in the City of Los Angeles; and

WHEREAS, Section 3.4: Commercial Operation Schedule provides that the project must meet the following milestone schedule:

- Milestone I: 4 megawatts by June 30, 2015
- Milestone II: 5 megawatts by March 31, 2016
- Milestone III: 5 megawatts by December 31, 2016; and

WHEREAS, in order to support the development and construction of FiT50 projects by the end of 2016, HECATE FIT "A", LLC requested the milestone schedule to be extended; and

WHEREAS, the parties anticipate that an extension of the milestones would increase the likelihood of project completion.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Parties hereto agree to amend Sections 3.4 and 3.6 of the Agreement to read as follows:

Section 3.4 Commercial Operation Schedule.

Each Facility must achieve Commercial Operation in accordance with the fulfillment rules in Appendix A. Seller shall provide Buyer with certification demonstrating that each individual Facility has reached Commercial Operation. The Commercial Operation Deadline for Facilities shall meet the following milestone schedule and associated installment capacities:

Milestone I– 7 megawatts of Facilities with each Facility having a Commercial Operation Deadline of August 31, 2016


Milestone II – 3.5 megawatts of Facilities with each Facility having a Commercial Operation Deadline of October 31, 2016

Milestone III – 3.5 megawatts of Facilities with each Facility having a Commercial Operation Deadline of December 31, 2016

Section 3.6 Performance Security.

Seller shall provide an irrevocable letter of credit in the amount of \$200 for each kilowatt of the total Agreement Capacity to Buyer on or prior to the Effective Date. Seller will be required to reach installment milestones of 7 megawatts by August 31, 2016, 3.5 megawatts by October 31, 2016, and 3.5 megawatts by December 31, 2016. If milestones are not met, liquidated damages funded by the performance security will be collected, prorated based on the kilowatt(s) not installed by the developer. If the kilowatt milestones are not met for any particular milestone, those kilowatts that do not achieve Commercial Operation will be forfeited for the remainder of the Agreement. If no kilowatt(s) are installed by August 31, 2016, the remaining performance security will be forfeited and the Seller will forfeit the right to further sell energy for all remaining Capacity under this Agreement. In the event that Seller cannot meet either milestone due to delays caused by buyer, Seller's sole remedy will be a day for day extension of the milestone. Seller assumes the risk a delay or extension of a milestone could result in delivery after December 31, 2016. After all performance security due to Buyer, if any, is received by Buyer as a result of the completion of the installment milestone process described in this Section 3.6 for the milestones, Seller has no further obligation to maintain any letter of credit or other performance security for the remainder of the Agreement Term.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives as of the date set forth below.

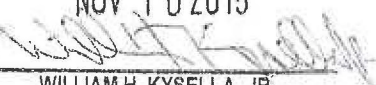
Date: 11/17/15 By: 
CHRIS BILLINGER
Print Name
MANAGING MEMBER
Title

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS
OF THE CITY OF LOS ANGELES

Date: _____ By: _____
MARCIE L. EDWARDS
Print Name
General Manager
Title

And: _____
BARBARA E. MOSCHOS
Board Secretary

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

NOV 10 2015
BY 
WILLIAM H. KYSELLA, JR.
DEPUTY CITY ATTORNEY