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Assistant General Counsel

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August 9, 2017

VIA ELECTRONIC FILING

The Honorable Jocelyn G. Boyd
Chief Clerk/Administrator
Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, South Carolina 29210

RE: Renewable Power Purchase Agreement between South Carolina Electric & Gas Company and Barnwell Solar, LLC
Docket No. 2016-175-E
Renewable Power Purchase Agreement between South Carolina Electric & Gas Company and Cameron Solar II, LLC
Docket No. 2016-177-E
Renewable Power Purchase Agreement between South Carolina Electric & Gas Company and Hampton Solar I, LLC
Docket No. 2015-380-E
Renewable Power Purchase Agreement between South Carolina Electric & Gas Company and Odyssey Solar, LLC
Docket No. 2016-181-E
Renewable Power Purchase Agreement between South Carolina Electric & Gas Company and Saluda Solar II, LLC
Docket No. 2016-174-E
Renewable Power Purchase Agreement between South Carolina Electric & Gas Company and Southern Current One, LLC
Docket No. 2015-379-E
Renewable Power Purchase Agreement between South Carolina Electric & Gas Company and St. Matthews Solar, LLC
Docket No. 2016-168-E

Dear Ms. Boyd:

By Orders in the above-referenced dockets, the Public Service Commission of South Carolina ("Commission") approved Renewable Power Purchase Agreements ("Renewable PPAs") between South Carolina Electric & Gas Company ("SCE&G") and Barnwell Solar, LLC, Cameron Solar II, LLC, Hampton Solar I, LLC, Odyssey Solar, LLC, Saluda Solar II, LLC, Southern Current One, LLC, and St. Matthews Solar, LLC.

ELECTRONICALLY FILED - 2017 August 9 1:22 PM - SCPSC - Docket # 2016-175-E - Page 1 of 5

SCE&G hereby submits for filing Second Master Amendments to the Power Purchase Agreements ("Amendments") for the above-referenced Renewable PPAs.

By copy of this letter, we are providing the South Carolina Office of Regulatory Staff with copies of the Amendments for its records.

If you have any questions or concerns, please do not hesitate to contact us.

Very truly yours,

Matthew W. Gissendanner

MWG/kms
Enclosures

cc: Dawn Hipp
Jeffrey M. Nelson, Esquire
(both via electronic mail and U.S. First-Class Mail w/enclosures)

ELECTRONICALLY FILED - 2017 August 9 1:22 PM - SCPSC - Docket # 2016-175-E - Page 2 of 5

ELECTRONICALLY FILED - 2017 August 9 1:22 PM - SCPSC - Docket # 2016-175-E - Page 3 of 5

SECOND MASTER AMENDMENT
TO POWER PURCHASE AGREEMENT

This Second Master Amendment is made and entered into as of July 10, 2017 (this "Second Master Amendment"), by and between South Carolina Electric & Gas Company ("Buyer") and Barnwell Solar, LLC ("Seller").

WHEREAS, Buyer and Seller entered into a Power Purchase Agreement, dated as of April 12, 2016 (the "Original PPA"), as amended by the Master Amendment to Power Purchase Agreements, dated as of November 30, 2016 (the "Master Amendment," and collectively with the Original PPA, the "PPA"), by and among Buyer, Seller and the other parties identified as "Sellers" therein;

WHEREAS, the Master Amendment amended the definition of "Guaranteed Energy and REC Production" in Section 3.5 of the PPA to read "*eighty percent (80%)* of the Contract Quantity (as adjusted, and regarding Net Energy and RECs) in any particular Contract Year" instead of reading "*eighty-five percent (85%)* of the Contract Quantity (as adjusted, and regarding Net Energy and RECs) in any particular Contract Year," as was stated in Section 3.5 of the Original PPA (*italics added for emphasis*), among other amendments included therein;

WHEREAS, Buyer, Seller and the other parties to the Master Amendment agreed thereunder to amend the Guaranteed Energy and REC Production set forth in Section 3.5 of the Original PPA from eighty-five percent (85%) to eighty percent (80%) of the Contract Quantity in any particular Contract Year because Seller and other parties to the Master Amendment desired to use a fixed tilt system rather than a single-axis tracker system for the Facility;

WHEREAS, Seller now desires to reserve the option to use either a fixed tilt system or a single-axis tracker system for the Facility; and

WHEREAS, Buyer and Seller desire to amend Section 3.5 of the PPA in order to provide that the "Guaranteed Energy and REC Production" threshold therein shall be (i) eighty percent (80%) of the Contract Quantity in any particular Contract Year if Seller uses a fixed tilt system for the Facility, or (ii) eighty-five percent (85%) of the Contract Quantity in any particular Contract Year if Seller uses a single-axis tracker system for the Facility;

NOW THEREFORE, in consideration of these covenants and agreements set forth herein being kept and performed by the parties hereto, it is mutually agreed as follows:

1. Upon execution by both Buyer and Seller, this Second Master Amendment shall become effective as of date first set forth above.

2. The definition of "Guaranteed Energy and REC Production" in Section 3.5 of the PPA is hereby amended to be "(i) eighty percent (80%) of the Contract Quantity (as adjusted, and regarding Net Energy and RECs) in any particular Contract Year, if a fixed tilt system is used for the Facility, or (ii) eighty-five percent (85%) of the Contract Quantity (as adjusted, and regarding Net Energy and RECs) in any particular Contract Year, if a single-axis tracker system is used for the Facility."

3. No other provisions of the PPA between Buyer and Seller are modified by this Second Master Amendment.

[Signature Page to Follow]

ELECTRONICALLY FILED - 2017 August 9 1:22 PM - SCPSC - Docket # 2016-175-E - Page 4 of 5

IN WITNESS WHEREOF, this Second Master Amendment has been executed on the date first written above by the parties hereto, by their officers or other representatives.

SOUTH CAROLINA ELECTRIC & GAS COMPANY

By: _____
Name: Daniel F. Kassis
Title: Vice President
SCE&G Customer Relation & Renewables

BARNWELL SOLAR, LLC

By: _____
Name: Zoe Gamble Hanes
Title: Manager of Pine Gate Renewables, LLC;
Manager of Pine Gate Assets, LLC;
Manager of PGR Manager B, LLC;
Manager of Seller

REVIEWED BY LEGAL
MWG
7/28/17

ELECTRONICALLY FILED - 2017 August 9 1:22 PM - SCPSC - Docket # 2016-175-E - Page 5 of 5