



April 3, 2012

**ADVICE LETTER 2309-E-A
(U 902-E)**

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

**SUBJECT: SUPPLEMENT TO ADVICE LETTER REQUESTING APPROVAL OF
RENEWABLE POWER PURCHASE WITH MESA WIND POWER
CORPORATION**

I. INTRODUCTION

A. PURPOSE OF THE SUPPLEMENT

San Diego Gas & Electric Company ("SDG&E") makes this supplemental filing in order to update original Advice Letter 2309-E (the "AL"), filed December 22, 2011, to include an Amended and Restated Power Purchase Agreement ("PPA") with Mesa Wind Power Corporation ("Mesa Wind") amending, restating, and superseding in its entirety, that certain Power Purchase Agreement dated November 2, 2011. This Amended and Restated PPA more clearly states the intent of the parties that the purchase of renewable energy from the project will involve delivery of and payment for the green attributes upon receipt of California Public Utilities Commission (the "Commission" or the "CPUC") approval of the AL. Prior to approval by the CPUC, the product to be delivered and sold by Seller, and received and purchased by Buyer, will be energy-only (with the associated green attributes being delivered upon Commission approval of the AL). The obligation of Buyer to purchase and Seller to sell green attributes from the Project is subject to (i) obtaining CPUC approval of the AL; and (ii) a CPUC finding that all procurement pursuant to the PPA, including all generation delivered prior to Commission approval of the AL where the associated green attributes are delivered at the time of Commission approval of the AL, is procurement that meets the criteria of, and will be counted in, the portfolio content category described in Public Utilities Code Section 399.16(b)(1).

General Order 96-B provides that "[t]he filing of a supplement . . . does not automatically continue or reopen the protest period or delay the effective date of the advice letter."¹ The Energy Division may on its own motion or at the request of any person, issue a notice continuing or reopening the protest period. Any new protest, however, "shall be limited to the substance of the supplement . . ." SDG&E submits that the supplemental information provided herein is non-controversial in nature and that reopening of the protest period is not warranted. Accordingly, SDG&E respectfully requests that the protest period remain closed and that no further delay be introduced to disposition of Advice Letter 2309-E, as supplemented.

¹ General Order 96-B §7.5.1.

Public Utilities Commission

F. CONFIDENTIALITY OF SUPPLEMENTED APPENDICES

Appendix D: Contract Summary

Appendix E: Redline comparison against original Power Purchase Agreement

Appendix F: Amended and Restated Power Purchase Agreement

These supplemented appendices contain market sensitive information protected pursuant to Commission Decision D.06-06-066, *et seq.*, as detailed in the concurrently-filed declaration. The following table presents the type of information contained within the confidential appendices and the matrix category under which D.06-06-066 permits the data to be protected.

| Type of Information | D.06-06-066 Confidential Matrix Category |
|-------------------------------|--|
| Contract Terms and Conditions | VII.G |

II. CONSISTENCY WITH COMMISSION DECISIONS

D. COMPLIANCE WITH STANDARD TERMS AND CONDITIONS

2. SPECIFIC PAGE AND SECTION NUMBER WHERE THE COMMISSION'S NON-MODIFIABLE TERMS ARE LOCATED IN THE AMENDED AND RESTATED PPA.

The locations of non-modifiable terms are indicated in the table below:

| NON-MODIFIABLE TERM | AMENDED AND RESTATED PPA SECTION; PPA PAGE # |
|---|--|
| STC 1: CPUC Approval | Definitions; Page 5 |
| STC 2: Green Attributes & RECs | Definitions; Page 10-11 |
| STC 6: Eligibility | Article 10: Representations and Warranties; Covenants; Sec. 10.2, Page 41 |
| STC 17: Applicable Law | Article 13 Miscellaneous, Section 13.8 Governing Law, Page 48 |
| STC REC-1 Transfer of renewable energy credits | Article 10: Representations and Warranties; Covenants; Section 10.2, page 41 |
| STC REC-2 Tracking of RECs in WREGIS | Article 3, Section 3.1 (I) page 22 |

V. PROCEDURAL MATTERS

A. ADDITIONAL REQUESTED RELIEF

Public Utilities Commission

The PPA, as amended and restated, is conditioned upon “CPUC Content Category Approval”; the PPA Article One: General Definitions states, “*“CPUC Content Category Approval” means a final and non-appealable order of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them, which finds that any procurement pursuant to this Agreement, including procurement of any Green Attributes associated with generation prior to the Condition Subsequent Satisfaction Date, is procurement that meets the criteria of, and will be counted in, the portfolio content category described in Public Utilities Code Section 399.16(b)(1) for purposes of determining Buyer’s compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 et seq.), Decision 11-12-052, or other applicable Law. CPUC Content Category Approval will be deemed to have occurred on the date that a CPUC decision containing such findings becomes final and non-appealable.*”

In addition to the relief requested in the original Advice Letter filing, SDG&E respectfully requests that the Commission include an additional finding in its Resolution approving the agreement as amended and restated, as follows:

4. Issuance of a finding that all procurement pursuant to this Agreement, including all generation delivered prior to Commission approval of the AL where the associated green attributes are delivered at the time of Commission approval of the AL, is procurement that meets the criteria of, and will be counted in, the portfolio content category described in Public Utilities Code Section 399.16(b)(1) for purposes of determining Buyer’s compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 et seq.), Decision 11-12-052, or other applicable Law.

B. PROTEST

The filing of a supplement does not automatically continue or reopen the protest period or delay the effective date of the advice letter.² Anyone may protest this Advice Letter to the California Public Utilities Commission.

If the protest period is reopened, the protest must state the grounds upon which it is based and should be submitted in accordance with the direction provided by the Energy Division. The address for mailing or delivering a protest to the Commission is:

CPUC Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102

Copies should also be sent via e-mail to the attention of Honesto Gatchallian (jnj@cpuc.ca.gov) and Maria Salinas (mas@cpuc.ca.gov) of the Energy Division. It is also requested that a copy of the protest be sent via electronic mail and facsimile to SDG&E on the same date it is mailed or delivered to the Commission (at the addresses shown below).

Attn: Megan Caulson
Regulatory Tariff Manager
8330 Century Park Court, Room 32C

² General Order 96-B. §7.5.1.

Public Utilities Commission

San Diego, CA 92123-1548
Facsimile No. 858-654-1788
E-Mail: MCaulson@semprautilities.com

C. EFFECTIVE DATE

This Advice Letter is classified as Tier 3 (effective after Commission approval) pursuant to GO 96-B. SDG&E respectfully requests that the Commission issue a final Resolution approving this Advice Letter on or before April 19, 2012.

D. NOTICE

In accordance with General Order No. 96-B, a copy of this filing has been served on the utilities and interested parties shown on the attached list, including interested parties in R.11-05-005, by either providing them a copy electronically or by mailing them a copy hereof, properly stamped and addressed.

Address changes should be directed to SDG&E Tariffs by facsimile at (858) 654-1788 or by e-mail to SDG&ETariffs@semprautilities.com.

CLAY FABER
Director – Regulatory Affairs

(cc list enclosed)

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY

ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No. **SAN DIEGO GAS & ELECTRIC (U 902)**

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: Joff Morales

Phone #: (858) 650-4098

E-mail: jmorales@semprautilities.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas
PLC = Pipeline HEAT = Heat WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: 2309-E-A

Subject of AL: Supplement for Advice Letter Requesting Approval of Renewable Power Purchase with Mesa Wind Power Corporation

Keywords (choose from CPUC listing): Procurement, Power Purchase Agreement

AL filing type: Monthly Quarterly Annual One-Time Other

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #:

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: None

Summarize differences between the AL and the prior withdrawn or rejected AL¹: N/A

Does AL request confidential treatment? If so, provide explanation: Yes See attached

Resolution Required? Yes No

Tier Designation: 1 2 3

Requested effective date: 4/19/12

No. of tariff sheets: 0

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: _____

Service affected and changes proposed¹: None

Pending advice letters that revise the same tariff sheets: None

Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

**CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Ave.,
San Francisco, CA 94102
mas@cpuc.ca.gov and jnj@cpuc.ca.gov**

**San Diego Gas & Electric
Attention: Megan Caulson
8330 Century Park Ct, Room 32C
San Diego, CA 92123
mcaulson@semprautilities.com**

¹ Discuss in AL if more space is needed.

General Order No. 96-B
ADVICE LETTER FILING MAILING LIST

cc: (w/enclosures)

Public Utilities Commission

DRA

S. Cauchois
J. Greig
W. Scott

Energy Division

P. Clanon
S. Gallagher
H. Gatchalian
D. Lafrenz
M. Salinas

CA. Energy Commission

F. DeLeon
R. Tavares

Alcantar & Kahl LLP

K. Harteloo

American Energy Institute

C. King

APS Energy Services

J. Schenk

BP Energy Company

J. Zaiontz

Barkovich & Yap, Inc.

B. Barkovich

Bartle Wells Associates

R. Schmidt

Braun & Blaising, P.C.

S. Blaising

California Energy Markets

S. O'Donnell
C. Sweet

California Farm Bureau Federation

K. Mills

California Wind Energy

N. Rader

CCSE

S. Freedman
J. Porter

Children's Hospital & Health Center

T. Jacoby

City of Chula Vista

M. Meacham
E. Hull

City of Poway

R. Willcox

City of San Diego

J. Cervantes
G. Lonergan
M. Valerio

Commerce Energy Group

V. Gan

Constellation New Energy

W. Chen

CP Kelco

A. Friedl

Davis Wright Tremaine, LLP

E. O'Neill
J. Pau

Dept. of General Services

H. Nanjo
M. Clark

Douglass & Liddell

D. Douglass
D. Liddell
G. Klatt

Duke Energy North America

M. Gillette

Dynegy, Inc.

J. Paul

Ellison Schneider & Harris LLP

E. Janssen

Energy Policy Initiatives Center (USD)

S. Anders

Energy Price Solutions

A. Scott

Energy Strategies, Inc.

K. Campbell
M. Scanlan

Goodin, MacBride, Squeri, Ritchie & Day

B. Cragg
J. Heather Patrick
J. Squeri

Goodrich Aerostructures Group

M. Harrington

Hanna and Morton LLP

N. Pedersen

Itsa-North America

L. Belew

J.B.S. Energy

J. Nahigian

Luce, Forward, Hamilton & Scripps LLP

J. Leslie

Manatt, Phelps & Phillips LLP

D. Huard
R. Keen

Matthew V. Brady & Associates

M. Brady

Modesto Irrigation District

C. Mayer

Morrison & Foerster LLP

P. Hanschen

MRW & Associates

D. Richardson

OnGrid Solar

Andy Black

Pacific Gas & Electric Co.

J. Clark

M. Huffman

S. Lawrie

E. Lucha

Pacific Utility Audit, Inc.

E. Kelly

R. W. Beck, Inc.

C. Elder

School Project for Utility Rate
Reduction

M. Rochman

Shute, Mihaly & Weinberger LLP

O. Armi

Solar Turbines

F. Chiang

Sutherland Asbill & Brennan LLP

K. McCrea

Southern California Edison Co.

M. Alexander

K. Cini

K. Gansecki

H. Romero

TransCanada

R. Hunter

D. White

TURN

M. Florio

M. Hawiger

UCAN

M. Shames

U.S. Dept. of the Navy

K. Davoodi

N. Furuta

L. DeLacruz

Utility Specialists, Southwest, Inc.

D. Koser

Western Manufactured Housing
Communities Association

S. Dey

White & Case LLP

L. Cottle

Interested Parties

R.11-05-005

San Diego Gas & Electric Advice Letter 2309-E-A
April 4, 2012

ATTACHMENT A

DECLARATION OF MAURENE BISHOP REGARDING CONFIDENTIALITY OF CERTAIN DATA

**BEFORE THE PUBLIC UTILITIES
COMMISSION OF THE STATE OF CALIFORNIA**

**DECLARATION OF F. MAURENE BISHOP
REGARDING CONFIDENTIALITY OF CERTAIN DATA**

I, F. Maurene Bishop, do declare as follows:

1. I am an Energy Contracts Originator for San Diego Gas & Electric Company (“SDG&E”). I have reviewed Supplemental Advice Letter 2309 –E-A, requesting approval of a Amended and Restated Power Purchase Agreement with Mesa Wind Power Corporation dated March 30, 2012, (with attached updates to the original confidential and public appendices), (“Supplemental Advice Letter”). I am personally familiar with the facts and representations in this Declaration and, if called upon to testify, I could and would testify to the following based upon my personal knowledge and/or belief.

2. I hereby provide this Declaration in accordance with D.06-06-066, as modified by D.07-05-032, and D.08-04-023, to demonstrate that the confidential information (“Protected Information”) provided in the Supplemental Advice Letter submitted concurrently herewith, falls within the scope of data protected pursuant to the IOU Matrix attached to D.06-06-066 (the “IOU Matrix”).^{1/} In addition, the Commission has made clear that information must be protected where “it matches a Matrix category exactly . . . or consists of information from which that information may be easily derived.”^{2/}

3. I address below each of the following five features of Ordering Paragraph 2 in D.06-06-066:

^{1/} The Matrix is derived from the statutory protections extended to non-public market sensitive and trade secret information. (See D.06-06-066, *mimeo*, note 1, Ordering Paragraph 1). The Commission is obligated to act in a manner consistent with applicable law. The analysis of protection afforded under the Matrix must always produce a result that is consistent with the relevant underlying statutes; if information is eligible for statutory protection, it must be protected under the Matrix. (See *Southern California Edison Co. v. Public Utilities Comm.* 2000 Cal. App. LEXIS 995, *38-39) Thus, by claiming applicability of the Matrix, SDG&E relies upon and simultaneously claims the protection of Public Utilities Code §§ 454.5(g) and 583, Govt. Code § 6254(k) and General Order 66-C.

^{2/} See, *Administrative Law Judge’s Ruling on San Diego Gas & Electric Company’s April 3, 2007 Motion to File Data Under Seal*, issued May 4, 2007 in R.06-05-027, p. 2 (emphasis added).

- That the material constitutes a particular type of data listed in the Matrix,
- The category or categories in the Matrix to which the data corresponds,
- That it is complying with the limitations on confidentiality specified in the Matrix for that type of data,
- That the information is not already public, and
- That the data cannot be aggregated, redacted, summarized, masked or otherwise protected in a way that allows partial disclosure.^{3/}

4. SDG&E's Protected Information: As directed by the Commission, SDG&E demonstrates

in table form below that the instant confidentiality request satisfies the requirements of D.06-06-066:^{4/}

| Data at issue | D.06-06-066 Matrix Requirements | How moving party meets requirements |
|---|--|---|
| <p><i>Contract Terms</i>⁵</p> <p><i>Locations:</i></p> <p>1. Confidential Appendix D of Supplemental Advice Letter</p> <ul style="list-style-type: none"> ▪ <i>Paragraph D. 2 Controversial and/or Major Provision not Expressly identified in the Matrix.</i> <p>2. Confidential Appendix E</p> <ul style="list-style-type: none"> ▪ <i>Embedded file containing comparison of Amended and Restated Power Purchase Agreement with the Original Power Purchase Agreement</i> <p>3. Confidential Appendix F</p> <ul style="list-style-type: none"> ▪ <i>Embedded file –Executed version of the proposed Amended and Restated Power Purchase Agreement</i> | Demonstrate that the material submitted constitutes a particular type of data listed in the IOU Matrix | This data includes specific contract terms. |
| | Identify the Matrix category or categories to which the data corresponds | This information is protected under IOU Matrix category VII.G. |
| | Affirm that the IOU is complying with the limitations on confidentiality specified in the Matrix for that type of data | In accordance with the limitations on confidentiality set forth in the IOU Matrix, SDG&E requests that this information be kept confidential for three years. |
| | Affirm that the information is not already public | SDG&E has not publicly disclosed this information and is not aware that it has been disclosed by any other |

^{3/} D.06-06-066, as amended by D.07-05-032, *mimeo*, p. 81, Ordering Paragraph 2.

^{4/} *See, Administrative Law Judge's Ruling on San Diego Gas & Electric Company's Motions to File Data Under Seal*, issued April 30 in R.06-05-027, p. 7, Ordering Paragraph 3 ("In all future filings, SDG&E shall include with any request for confidentiality a table that lists the five D.06-06-066 Matrix requirements, and explains how each item of data meets the matrix").

⁵ The confidential information referenced has a **RED** font color / has a red box around it in the confidential appendices

| | | |
|--|---|--|
| | | party. |
| | Affirm that the data cannot be aggregated, redacted, summarized, masked or otherwise protected in a way that allows partial disclosure. | In order to include as much detail as possible, SDG&E has provided specific contract terms instead of summaries. |

5. As an alternative basis for requesting confidential treatment, SDG&E submits that the Amended and Restated Power Purchase Agreement enclosed in the Supplemental Advice Letter is material, market sensitive, electric procurement-related information protected under §§ 454.5(g) and 583, as well as trade secret information protected under Govt. Code § 6254(k). Disclosure of this information would place SDG&E at an unfair business disadvantage, thus triggering the protection of G.O. 66-C.¹¹⁷

6. Public Utilities Code § 454.5(g) provides:

The commission shall adopt appropriate procedures to ensure the confidentiality of any market sensitive information submitted in an electrical corporation’s proposed procurement plan or resulting from or related to its approved procurement plan, including, but not limited to, proposed or executed power purchase agreements, data request responses, or consultant reports, or any combination, provided that the Office of Ratepayer Advocates and other consumer groups that are nonmarket participants shall be provided access to this information under confidentiality procedures authorized by the commission.

7. General Order 66-C protects “[r]eports, records and information requested or required by the Commission which, if revealed, would place the regulated company at an unfair business disadvantage.”

¹¹⁷ This argument is offered in the alternative, not as a supplement to the claim that the data is protected under the IOU Matrix. California law supports the offering of arguments in the alternative. See, *Brandolino v. Lindsay*, 269 Cal. App. 2d 319, 324 (1969) (concluding that a plaintiff may plead inconsistent, mutually exclusive remedies, such as breach of contract and specific performance, in the same complaint); *Tanforan v. Tanforan*, 173 Cal. 270, 274 (1916) (“Since . . . inconsistent causes of action may be pleaded, it is not proper for the judge to force upon the plaintiff an election between those causes which he has a right to plead.”)

8. Under the Public Records Act, Govt. Code § 6254(k), records subject to the privileges established in the Evidence Code are not required to be disclosed.^{6/} Evidence Code § 1060 provides a privilege for trade secrets, which Civil Code § 3426.1 defines, in pertinent part, as information that derives independent economic value from not being generally known to the public or to other persons who could obtain value from its disclosure.

9. Public Utilities Code § 583 establishes a right to confidential treatment of information otherwise protected by law.^{7/}

10. If disclosed, the Protected Information could provide parties, with whom SDG&E is currently negotiating, insight into SDG&E's procurement needs, which would unfairly undermine SDG&E's negotiation position and could ultimately result in increased cost to ratepayers. In addition, if developers mistakenly perceive that SDG&E is not committed to assisting their projects, disclosure of the Protected Information could act as a disincentive to developers. Accordingly, pursuant to P.U. Code § 583, SDG&E seeks confidential treatment of this data, which falls within the scope of P.U. Code § 454.5(g), Evidence Code § 1060 and General Order 66-C.

11. Developers' Protected Information: The Protected Information also constitutes confidential trade secret information of the developer listed therein. SDG&E is required pursuant to the terms of its Amended and Restated Power Purchase Agreement, to protect non-public information. Some of the Protected Information in the original Power Purchase Agreement, and my supporting declaration (including confidential appendices), relates directly to viability of the respective projects. Disclosure of this extremely sensitive information could harm the developers' ability to negotiate necessary contracts and/or could invite interference with project development by competitors.

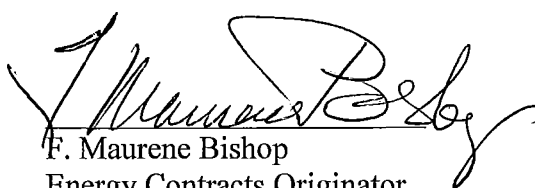
^{6/} See also Govt. Code § 6254.7(d).

^{7/} See, D.06-06-066, *mimeo*, pp. 26-28.

12. In accordance with its obligations under its Amended and Restated Power Purchase Agreement and pursuant to the relevant statutory provisions described herein, SDG&E hereby requests that the Protected Information be protected from public disclosure.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 4th day of April, 2012 at San Diego, California. |

A handwritten signature in black ink, appearing to read "F. Maurene Bishop", written over a horizontal line.

F. Maurene Bishop
Energy Contracts Originator
Electric and Fuel Procurement
San Diego Gas & Electric

San Diego Gas & Electric Advice Letter 2309-E-A

April 4, 2012

ATTACHMENT B

REQUEST FOR APPROVAL OF RENEWABLE POWER PURCHASE WITH MESA WIND POWER CORPORATION

PUBLIC VERSION
(Distributed to Service List R.11-05-005)

PART 2 – CONFIDENTIAL APPENDICES OF SUPPLEMENTAL ADVICE LETTER

PROTECTED INFORMATION WITHIN PART 2 OF THIS ADVICE LETTER IS IDENTIFIED WITH COLOR FONTS AND CATEGORIZED IN ACCORDANCE WITH THE CONFIDENTIALITY CODE SHOWN BELOW:

CONFIDENTIALITY KEY

VIOLET FONT = ANALYSIS AND EVALUATION OF PROPOSED RPSP ROJECTS (VII.G)

RED FONT = CONTRACT TERMS & CONDITIONS (VII.G)

GREEN FONT = BID INFORMATION (VIII.A)

BLUE FONT = SPECIFIC QUANTITATIVE ANALYSIS (VIII.B)

BROWN FONT = NET SHORT POSITION (V.C)

AQUA FONT = IPT/AP TERCENTAGES (V.C)

 = BID INFORMATION (VIII.A) AND SPECIFIC QUANTITATIVE

Appendix A
CONTAINS CONFIDENTIAL MATERIAL

Consistency with Commission Decisions and Rules
and Project Development Status

THIS CONFIDENTIAL APPENDIX A

1. PROVIDES, WHERE APPROPRIATE, CONFIDENTIAL INFORMATION NECESSARY TO FULLY ANSWER ANY ITEMS IN PART 1 OF THE ADVICE LETTER.

2. PROVIDE ANSWERS TO THE ADDITIONAL ITEMS INCLUDED IN THIS APPENDIX A. TO THE EXTENT SUCH INFORMATION IS NOT CONFIDENTIAL, IT IS INCLUDED IN THE PUBLIC VERSION OF THE ADVICE LETTER.

CONSISTENCY WITH COMMISSION DECISIONS AND RULES

A. RPS Procurement Plan

D. STANDARD TERMS AND CONDITIONS

The Standard terms and conditions have not changed, but the page numbers have been updated as shown in red. Original page numbers are shown in strike through, only if changed.

STC 1: CPUC Approval (Non-Modifiable) Page 5 of Contract

STC 2: RECs and Green Attributes (Non-Modifiable) Page 10 and 11 of Contract

STC 6: Eligibility (Non-Modifiable) Section 10.2(a), Page ~~39~~ 41 of Contract

STC REC-1. Transfer of renewable energy credits Renewable Energy Credits. (Non-modifiable) Section 10.2(b), Pages ~~39~~ 41

STC REC-2. Tracking of RECs in WREGIS. (Non-modifiable) Section 3.1(l), Page ~~24~~ 22

STC 17: Applicable Law (Non-Modifiable) Section 13.8, Page ~~46~~ 48

STC 4: Confidentiality (Modifiable) Sections 13.1(a), (b) and (c), Pages ~~43~~ 44-45

STC 5: Contract Term (Modifiable) Section 3.1(c), Page ~~19~~ 20

STC 7: Performance Standards/Requirements (Modifiable) Section 3.1 (h) (i) page ~~20~~ 21, Section 1.1, Page 3, and Section 3.1(h)(ii), Page ~~20~~ 21

STC 8: Product Definitions (Modifiable) Section 1.1, Page 3

STC 9: Non-Performance or Termination Penalties and Default Provisions (Modifiable) Section 5.1, Pages ~~29-32~~ 31-35

Definition of "Gains," Page 9

Definition of "Losses," Page 12

Definition "Costs," Page 5

Definition of "Settlement Amount," Page ~~15~~-16

5.2 Declaration of Early Termination Date and Calculation of Settlement Amounts:

Section 5.2, Pages ~~32~~ 33 and 34

Notice of Payment of Termination Section 5.3, page ~~32~~ 34

Disputes With Respect to Termination Payment. Sections 5.4 and 5.5, page ~~33~~ 34-35

STC 12: Credit Terms (Modifiable) Sections 8.1-8.4, Pages 37-38

STC 15: Contract Modifications (Modifiable) Section 13.10, Page 48

STC 16: Assignment (Modifiable) Section 13.2, Page 45

STC 18: Application of Prevailing Wage (Modifiable) Section 3.1(m), Page ~~29~~

Confidential Appendix D

Contract Summary: Mesa Wind Power Corporation

THIS CONFIDENTIAL APPENDIX D SETS FORTH THE INFORMATION REQUIRED TO DEVELOP THE PROJECT CONTRACT SUMMARY.

CONTRACT SUMMARY (SUPPLEMENTED INFORMATION FROM AMENDED AND RESTATED POWER PURCHASE AGREEMENT)

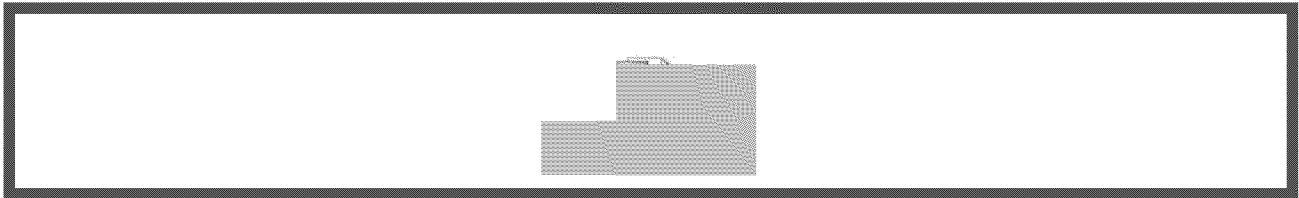
D. MAJOR CONTRACT PROVISIONS (ADDITIONAL CHANGE FROM ORIGINAL POWER PURCHASE AGREEMENT)

2. CONTROVERSIAL AND/OR MAJOR PROVISIONS NOT EXPRESSLY IDENTIFIED IN THE MATRIX ABOVE.



Confidential Appendix E

Comparison of Contract with
Original Power Purchase Agreement



Confidential Appendix F

Amended and Restated Power Purchase Agreement

**THE FILE ATTACHED BELOW IS A COPY OF THE AMENDED AND RESTATED POWER PURCHASE
AGREEMENT**

