

FIRST AMENDMENT TO THE  
LONG-TERM ENERGY AND CAPACITY POWER PURCHASE AGREEMENT  
(Dated December 12, 1984)

BETWEEN

ULTRAPOWER, INCORPORATED

AND

PACIFIC GAS AND ELECTRIC COMPANY

This is the First Amendment to the Long-Term Energy and Capacity Power Purchase Agreement dated December 12, 1984 by and between ULTRAPOWER, INCORPORATED and PACIFIC GAS AND ELECTRIC COMPANY, hereinafter sometimes referred to collectively as "Parties".

The Parties agree as follows:

1. Article 3, PURCHASE OF POWER paragraphs (a), (d), and (g); of the Agreement are amended to read as follows:

"(a) Seller shall sell and deliver and PGandE shall purchase and accept delivery of capacity and energy at the voltage level of 115 kV.

(d) To avoid exceeding the physical limitation of the interconnection facilities, Seller shall limit the Facility's actual rate of delivery into the PGandE system to 28,000 kW.

(g) The transformer loss adjustment factor is 0%."

2. Table D-1(a), Page D-4, lines 8 and 9; of the Agreement are amended to read as follows:

"If the Facility is remote, the capacity loss adjustment factor is N/A<sup>2</sup>."

3. Table E-1, Page E-9, lines 19 and 20; of the Agreement are amended to read as follows:

"If the Facility is remote the firm capacity loss adjustment factor is N/A<sup>2</sup>."

4. Section F-2, POINT OF DELIVERY LOCATION SKETCH, of the Agreement is amended and replaced with the attached page numbered F-3.

5. Section F-3, INTERCONNECTION FACILITIES FOR WHICH SELLER IS RESPONSIBLE, of the Agreement is amended and replaced with the attached page numbered F-4.

6. All other provisions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed by their duly authorized representatives as of the last date set forth below, and effective as of the date of first energy deliveries:

ULTRAPOWER, INCORPORATED

PACIFIC GAS AND ELECTRIC COMPANY

BY 

BY   
THEODORE L. LINDBERG

Name: LAWRENCE S. FOLKS


Manager, Cogeneration and  
Qualifying Facilities Contracts

Title: Vice President, Finance

Date Signed: December 19, 1986

Date Signed: 1/6/87

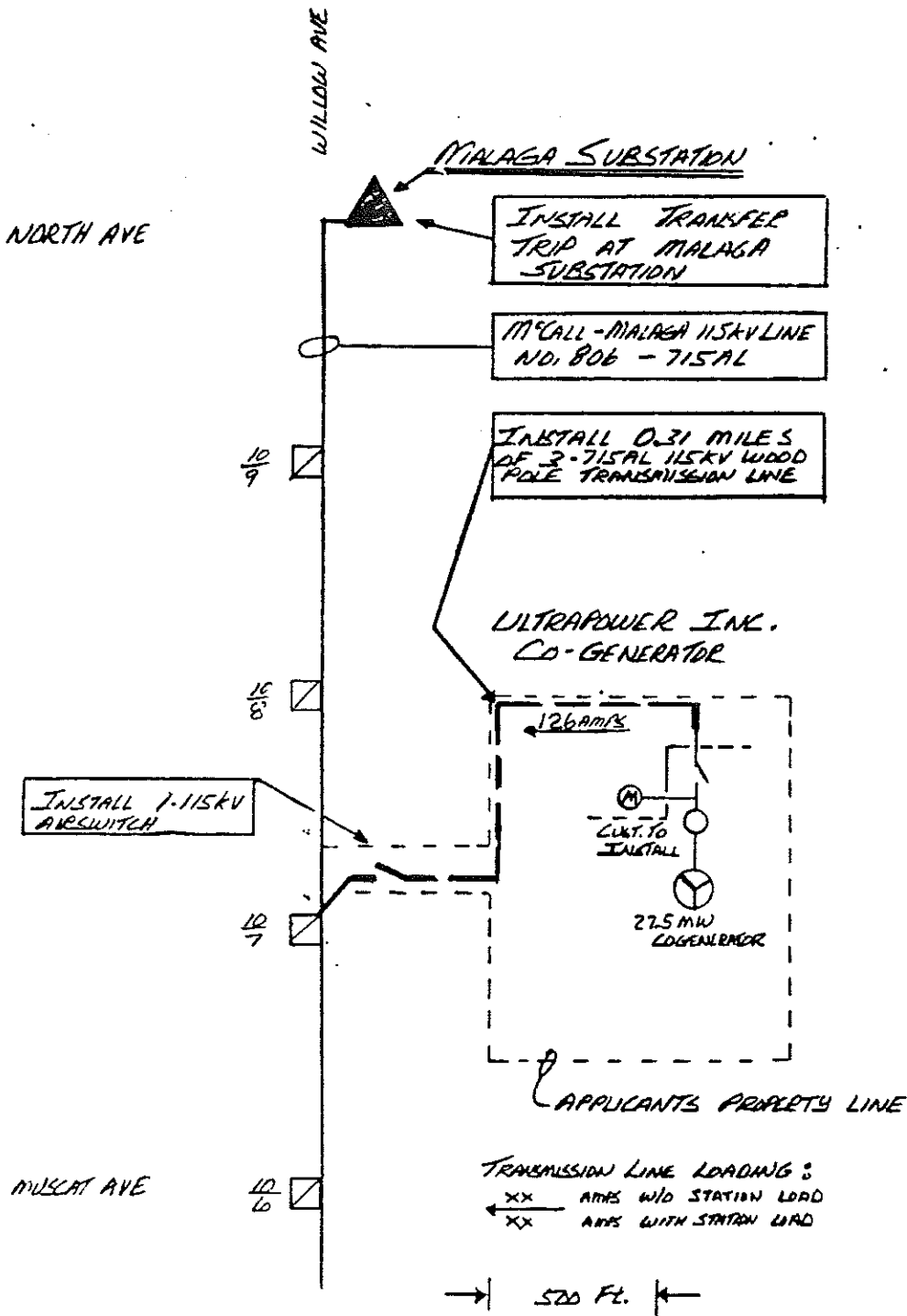
Approved as to Form

  
Attorney

Attachments: Point of Delivery Sketch  
Interconnection Facilities for which Seller is Responsible

F-2 POINT OF DELIVERY LOCATION SKETCH

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

F-3 INTERCONNECTION FACILITIES FOR WHICH SELLER IS RESPONSIBLE

1. 0.31 miles of 4/0 Al 115 kV wood pole transmission line
2. Three 115 kV air switches for sectionalizing.
3. Revenue metering (PTs and CTs installed and provided by PGandE).
4. Transfer trip at PGandE's Malaga Substation and at Ultrapower's 115 kV switch yard.
5. Telemetering equipment at Ultrapower's cogeneration facility and at PGandE's General Office Power Control.
6. Two KV-1 relays, one at PGandE's Malaga substation and one at PGandE's McCall substation.