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AMENDMENT NO. 1

TO THE

POWER PURCHASE CONTRACT

BETWEEN

SOUTHERN CALIFORNIA EDISON COMPANY

AND

RENEWABLE ENERGY VENTURES INCORPORATED

ADDITION D

QFID NO. 6213

25  
26  
CID NO. 384193

QFID NO. 6213



1 termination of the Agreement, Edison wishes to pay  
2 Seller for the Energy and capacity generated from  
3 the 6.12 MW of installed capacity of the Agreement  
4 through the Contract. Seller wishes to have the  
5 Agreement's capacity overpayment and Payment  
6 Tracking Account ("PTA") balances and  
7 Interconnection Facilities Agreement transferred  
8 to the Contract. The Parties intend that said  
9 balances will be repaid to Edison by Seller  
10 crediting a portion of Seller's payment for Energy  
11 and capacity purchased under the Contract towards  
12 the capacity overpayment and PTA debits during the  
13 summer peak months during the First Period of the  
14 Contract.

15 2.4 Seller's interconnection capacity under the  
16 Contract will not be fully utilized because the  
17 installed capacity of the terminated Agreement  
18 transferred to the Contract will remain connected  
19 to Edison's grid through the existing inter-  
20 connection and the Energy and capacity will be  
21 paid under the Contract. The Parties wish to  
22 provide Seller the ability to fully utilize the  
23 interconnection facilities of the Contract. The  
24 Parties wish to decrease the Standard Offer No. 4  
25 Power Purchase Contract executed between Renewable  
26 Energy Ventures Incorporated and Southern

1 California Edison Company on October 2, 1986 and  
2 assigned to San Gorgonio Wind Associates 5 on July  
3 30, 1987, identified as Cahuilla, QFID 6221, of  
4 which the Seller is the principal, by 6.12 MW of  
5 capacity and increase the Contract by a like  
6 amount.

7 2.5 The Parties wish to revise the amount Edison will  
8 pay for Contract Capacity for the balance of the  
9 Contract term.

10 2.6 The Parties wish to arrange that Seller's monthly  
11 interest payments on the PTA shall be deducted  
12 from Seller's Energy and capacity payments on a  
13 monthly basis.

14 2.7 The Parties wish to establish a new Contract  
15 Capacity level.

16 ~~2.8 Edison wishes to limit the size of Seller's~~  
17 ~~Generating Facility on a Nameplate Rating basis~~  
18 ~~and provide that Edison will not pay for Energy~~  
19 ~~and capacity which is produced by any portion of~~  
20 ~~the Generating Facility which is in excess of the~~  
21 ~~Nameplate Rating.~~

22 2.9 Seller has requested that Appendix A,  
23 Interconnection Facilities Agreement (Capital  
24 Contribution Basis) be cancelled and replaced with  
25 a new Interconnection Facilities Agreement (Added  
26 Facilities Basis).

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2.10 The Parties wish to amend the Contract to reflect intentions referenced in this Section 2 and other minor changes. The changes agreed to by this Amendment No. 1 are set forth herein.

3. AGREEMENT: The Parties agree to amend the Contract as follows:

3.1 Section 1.1 is amended to change the location where notices should be mailed and shall now read as follows:

"1.1 All notices shall be sent to Seller at the following address:  
Wintec, Ltd.  
1299 Ocean Avenue, Suite 902  
Santa Monica, CA 90401."

3.2 Section 1.2a is amended to add the capacity being transferred from QFID No. 6221 and shall now read as follows:

"1.2a Nameplate Rating: 16,200 kW."

3.3 Section 1.2b is amended to include the description of the contiguous property at the location and shall now read as follows:

"1.2b Location: Sections 8, 9, 15, 16, and 17, Township 3 South, Range 4 East, SBM."

3.4 Section 1.5 is amended to provide for a new Contract Capacity level and shall now read as follows:

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"1.5 Contract Capacity: 4,900 kW."

3.5 Section 1.5.1 is amended to provide for the possible increase in as-available capacity that may be delivered and shall now read as follows:

"1.5.1 Estimated As-Available Capacity:  
11,300 kW."

3.6 Section 1.6 is amended to provide for the increase in expected annual production and shall now read as follows:

"1.6 Expected Annual Production: 48,535,000 kWh."

3.7 Section 1.10 is amended to provide for the interconnection facilities pursuant to the Agreement being installed on a Capital Contribution Basis and the interconnection facilities for the Contract being installed on an Added Facilities Basis and shall now read as follows:

"1.10 Interconnection Facilities Agreement pursuant to Section 6 shall be:  
Added Facilities Basis for the Contract's interconnection (Appendix A) and Capital Contribution Basis for the Agreement's interconnection (Appendix E)".

3.8 Section 1.11 is amended in part to provide for a reduction in the Contract Capacity price, and it shall now read in part as follows:

1           " X Option B - Firm Capacity

2           X A combination of Standard Offer No. 2  
3 Capacity Payment Schedules in effect at the time  
4 of Agreement and Contract executions as follows:  
5 Agreement capacity price: \$121/kW-yr.  
6 Contract capacity price: \$150/kW-yr.  
7 Weighted average Contract Capacity price to be  
8 utilized for payment of capacity for balance of  
9 contract term : \$140/kW-yr. (Firm Capacity)."

10       3.9 Section 2.2 is amended to reflect the change in  
11 the type of Interconnection Facilities Agreement  
12 and shall now read as follows:

13       "2.2 Appendix A: Interconnection Facilities  
14 Agreement for Contract interconnection -  
15 Added Facilities Basis."

16       3.10 Section 2 is amended to add new Sections 2.5.1 and  
17 2.24.1 which shall read as follows:

18       "2.5.1 Appendix E: Interconnection Facilities  
19 Agreement for the Agreement  
20 interconnection-Capital Contribution  
21 Basis."

22       2.24.1 Nameplate Rating: The manufacturer's  
23 nameplate rating of a wind turbine  
24 generator, under specified conditions,  
25 as designated by the manufacturer. It  
26 is usually indicated on a nameplate

1 attached mechanically to the individual  
2 wind turbine generator or can be  
3 verified by published documents issued  
4 by the manufacturer."

5 3.11 Section 4 is amended to add a new Section 4.2.5  
6 which shall read as follows:

7 "4.2.5 ~~Seller shall not install Generating~~  
8 ~~Facilities with Nameplate Ratings, which~~  
9 ~~in the aggregate, exceed the Nameplate~~  
10 ~~Rating as set forth in Section 1.2a."~~

11 3.12 Section 9 is amended to add a new Section 9.6  
12 which shall read as follows:

13 "9.6 During the on-peak months throughout the  
14 First Period, the difference between:  
15 1) Seller's actual on-peak Energy and  
16 capacity payments, including bonus and  
17 as-available capacity payments (in  
18 ¢/kWh), and 2) nine cents/kWh; for the  
19 first 200,000 kWh's of the on-peak  
20 period shall be applied as a credit to  
21 pay Seller's capacity overpayment and  
22 PTA debit balances transferred from the  
23 Agreement. All credits derived from  
24 this Section 9.6 shall be applied  
25 towards the capacity overpayment debit  
26 until it is paid in full. Thereafter,

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the credits will be applied towards the PTA debit.

9.6.1 The procedure identified in this Section 9.6 is established to reduce the combined balance of the Agreement capacity overpayment and PTA by one-tenth of its initial total during each of the summer peak periods of the First Period. If this procedure does not reduce the initial total by a minimum of one-tenth during the four summer peak months starting with the summer peak months of 1987, the difference between one-tenth of the initial total and the combined credits applied during the summer on-peak payment periods shall be deducted from Seller's eight monthly payment statements for the purchase of Energy

1 and capacity following the  
2 summer peak months. Said  
3 amount shall be deducted in  
4 eight equal monthly payments  
5 but in no event shall the  
6 monthly deduction be less  
7 than \$1,000 unless it is the  
8 final portion of the  
9 one-tenth of the initial  
10 total."

11 3.13 Section 9 is amended to add a new Section 9.7  
12 which shall read as follows:

13 "9.7 If the installed Nameplate Rating of the  
14 Generating Facility is greater than the  
15 Nameplate Rating identified in  
16 Section 1.2.a, Edison shall calculate the  
17 kWh's for which it will pay Seller for  
18 Energy and capacity by time of use periods  
19 as follows:

20 *16,200 kW* — Nameplate Rating as listed in  
21 Section 1.2.a X kWh's by time  
Installed Nameplate Rating of use period

22 3.14 Section 9 is amended to add a new Section 9.8  
23 which shall read as follows:

24 "9.8 The Parties agree that the Agreement  
25 capacity overpayment and PTA balances due  
26 Edison shall be transferred to the Contract

1 and Seller shall be responsible for payment  
2 thereof. The Parties also agree that the  
3 Deed of Trust which Seller has provided to  
4 Edison as security for the PTA shall  
5 continue in effect as security for the  
6 amount due Edison from the Agreement PTA.  
7 The Parties further agree that Edison shall  
8 deduct Seller's monthly interest payment  
9 which is due on the Agreement PTA from  
10 Seller's monthly payment for Energy and  
11 capacity."

12 3.15 Appendix A - Interconnection Facilities Agreement  
13 (Capital Contribution Basis) is cancelled in its  
14 entirety and is replaced with the following:

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- 1 4. Other Contract Terms and Conditions: Except as expressly
- 2 amended by this Amendment No. 1, the terms and conditions
- 3 of the Contract shall remain in full force and effect.
- 4 5. Effective Date: This Amendment No. 1 shall be effective
- 5 retroactive to 12:01 a.m. on the sixteenth day of
- 6 June 1987, after it has been duly executed by the Parties.
- 7 6. Signature Clause: The signatories hereto represent that
- 8 they have been appropriately authorized to enter into
- 9 this Amendment No. 1 to the Contract on behalf of the
- 10 Party for whom they sign. The Amendment No. 1 to the
- 11 Contract is hereby executed as of this 16 day of
- 12 June, 1987.

SOUTHERN CALIFORNIA EDISON COMPANY

By: \_\_\_\_\_

Name: Glenn J. Bjorklund  
 Title: Vice President

APPROVED AS TO FORM:  
 JOHN R. BURY  
 Vice President and General Counsel  
 BY: [Signature]  
 Attorney  
11/17, 19 87

WINTEC, LTD., A CALIFORNIA  
 LIMITED PARTNERSHIP

By: Binary Energy Corporation,  
 General Partner

By: [Signature]

Name: Frederick W. Noble  
 Title: President

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