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AMENDMENT NO. 2

TO THE

POWER PURCHASE CONTRACT

BETWEEN

SOUTHERN CALIFORNIA EDISON COMPANY

AND

RENEWABLE ENERGY VENTURES INCORPORATED

ADDITION D

QFID NO. 6213

Document No. RDG/V414

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AMENDMENT NO. 2
POWER PURCHASE CONTRACT BETWEEN
SOUTHERN CALIFORNIA EDISON COMPANY AND
RENEWABLE ENERGY VENTURES, INCORPORATED

1. PARTIES: This Amendment No. 2 to the Power Purchase Contract between Renewable Energy Ventures Incorporated, and Southern California Edison Company ("Contract") is entered into by Wintec, Ltd., ("Seller"), a California limited partnership and Southern California Edison Company ("Edison"), a California corporation, individually "Party," collectively "Parties."
2. RECITALS: This Amendment No. 2 to the Contract is made with reference to the following facts, among others:
- 2.1 The Contract was executed between Renewable Energy Ventures Incorporated, and Southern California Edison Company as of the tenth day of September 1986.
- 2.2 The Contract was assigned to Wintec, Ltd., as of the eighteenth day of November, 1986.
- 2.3 The Contract was amended the sixteenth day of November, 1987.
- 2.4 Seller has been informed that the QF project identified as Ventus Energy Corporation, QFID No. 6038 ("Ventus") is proposing to terminate their Power Purchase Contract with Edison. Seller wishes to acquire all of the rights, title, interest and obligations of Ventus' Interconnection

1 Facilities Agreement ("IFA") dated June 14, 1984
2 which is Appendix A to the Ventus Power Purchase
3 Contract.

4 2.5 Edison is agreeable to Seller acquiring Ventus' IFA
5 provided Seller accepts the responsibility for the
6 Added Facilities payments under the Ventus IFA and
7 also pays an addition sum of \$75,000 out of the
8 monies that will be paid to Seller for the purchase
9 by Edison of the Energy and capacity flowing through
10 this point of interconnection.

11 2.6 This amendment shall be executed concurrently with a
12 termination agreement for the Ventus Power Purchase
13 Contract and an assignment agreement assigning the
14 Ventus IFA to Seller.

15 2.7 The Parties wish to amend the Contract to reflect
16 intentions referenced in this Section 2. The
17 changes agreed to by this Amendment No. 2 are set
18 forth herein.

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

21 3.1 Section 1.10 is amended to provide for a third point
22 of interconnection and shall now read as follows:

23 "1.10 Interconnection Facilities Agreement
24 pursuant to Section 6 shall be:
25 Added Facilities Basis for the Contract's
26 interconnection (Appendix A), Capital

1 Contribution Basis for the Contract's
2 interconnection (Appendix E), and Added
3 Facilities Basis for the Ventus IFA
4 (Appendix F)"

5 3.2 Section 2 is amended to add new Sections 2.5.2 which
6 shall read as follows:

7 "2.5.2 Appendix F: Interconnection Facilities
8 Agreement for the Ventus IFA Added
9 Facilities Basis."

10 3.3 Section 9 is amended to add a new Section 9.9 which
11 shall read as follows:

12 "9.9 Upon the effective date of this Amendment,
13 the Parties agree that Seller shall owe
14 Edison the sum of \$75,000 for the right to
15 a third point of interconnection under the
16 Contract. Seller shall pay the \$75,000 to
17 Edison during the First Period of the
18 Contract. A portion of Seller's payment
19 for Energy and capacity purchased from
20 Seller through the Ventus IFA point of
21 interconnection shall be applied as a
22 credit towards the \$75,000 until such
23 amount is paid in full. The rate per kWh
24 that Edison would normally pay pursuant to
25 this Section 9 shall be reduced by
26 0.1 cents per kWh for all kWhrs that

1 Edison purchases from Seller through the
2 Ventus IFA point of interconnection. This
3 reduction in rate shall continue until
4 such time as the difference in the
5 payments Seller receives for Energy and
6 capacity purchased through the Ventus IFA
7 point of interconnection is \$75,000 less
8 than the payments Seller would have
9 received for purchases through this same
10 point of interconnection if paid at
11 Edison's normal rate per kWh pursuant to
12 the other portions of this Section 9.
13 Should Seller fail to generate sufficient
14 kWhrs through the Ventus IFA point of
15 interconnection to pay the \$75,000 by the
16 end of the First Period, Edison shall
17 deduct any balance still owing from any
18 funds due Seller for the purchase of
19 Energy and capacity under the Contract.
20 If the Project has ceased to operate, then
21 Seller shall pay Edison any unpaid portion
22 of the \$75,000 within 30 days of receipt
23 of a billing for said unpaid portion.

24 3.4 The Ventus IFA is attached hereto and made a part
25 hereof as Appendix F.

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- 1 4. OTHER CONTRACT TERMS AND CONDITIONS: Except as expressly
2 amended by Amendment No. 1 and this Amendment No. 2, the
3 terms and conditions of the Contract shall remain in full
4 force and effect.
- 5 5. EFFECTIVE DATE: This Amendment No. 2 shall be effective
6 as of the last meter read date, after it has been duly
7 executed by the Parties and provided that (1) the Power
8 Purchase Contract identified as QFID 6038 is terminated
9 concurrently with the execution of this document and
10 (2) the Ventus IFA is assigned with Edison's consent to
11 Seller concurrently with the execution of this Agreement.
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7. SIGNATURE CLAUSE: The signatories hereto represent that they have been appropriately authorized to enter into this Amendment No. 2 to the Contract on behalf of the Party for whom they sign. The Amendment No. 2 to the Contract is hereby executed as of this 15TH day of MAY, 1989.

SOUTHERN CALIFORNIA EDISON COMPANY

By: Robert Dietch
Name: Robert Dietch
Title: Vice President

WINTEC, LTD., A CALIFORNIA LIMITED PARTNERSHIP

By: Binary Energy Corporation,
General Partner

By: Ray R. Coulter CFO

By: FW Noble
Name: Frederick W. Noble
Title: President

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APPROVED AS TO FORM:
DAVID N. BARRY, III
Vice President and General Counsel
By: David N. Barry
Attorney
Dec. 21, 1989