

# CONFORMED COPY

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

AMENDMENT NO. 1

TO

POWER PURCHASE CONTRACT

BETWEEN

SOUTHERN CALIFORNIA EDISON COMPANY

AND

ENERGY CAPITAL CORPORATION

25  
26

CLD NO. 393386

QF ID NO. 6089

Document No. 5555C

1 AMENDMENT NO. 1  
2 POWER PURCHASE CONTRACT  
3 BETWEEN  
4 SOUTHERN CALIFORNIA EDISON COMPANY  
5 AND  
6 ENERGY CAPITAL CORPORATION

7 1. PARTIES: This Amendment No. 1 to the Power Purchase  
8 Contract between Energy Capital Corporation and Southern  
9 California Edison Company ("Contract") is entered into by CTV  
10 Marketing Group ("Seller"), and Southern California Edison  
11 Company ("Edison"), a California corporation, individually  
12 "Party," collectively "Parties."

13 2. RECITALS: This Amendment No. 1 to the Contract is made  
14 with reference to the following facts, among others:

15 2.1 The Parties executed the Contract as of the 11th  
16 day April 1985.

17 2.2 Energy Capital Corporation assigned the Contract to  
18 CTV Marketing Group as of the 27 day of September 1985.

19 2.3 Seller has requested that two adjacent parcels of  
20 land they have under lease be included in the location of the  
21 Seller's Generating Facility.

22 2.4 No change of total capacity will result.

23 2.5 The Parties wish to define Nameplate Rating within  
24 the body of the Contract.

25 2.6 Several other changes are necessary to update  
26 information and make minor changes.

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

1           3.1    Section 1.2b is amended to add Seller's leased  
2 property in Sections 10 and 11, which is adjacent to Seller's  
3 property in Section 12, to the location of Seller's Generating  
4 Facility and shall now read as follows:

5                   "1.2b Location:   Certain portions of Sections 10,  
6                   11 and 12; Township 11 North, Range 14 West, San  
7                   Bernardino Base and Meridian, Kern County,  
8                   California per lease agreement of file with Edison  
9                   as of the date of this Amendment."

10           3.2    Section 2 is amended to add a new Section 2.25.1  
11 which shall read as follows:

12                   "2.25.1 Nameplate Rating:   The manufacturer's  
13                   nameplate rating of a wind turbine generator, under  
14                   specified conditions as designated by the  
15                   manufacturer.  It is usually indicated on a  
16                   nameplate attached mechanically to the individual  
17                   wind turbine generator or can be verified by  
18                   published documents issued by the manufacturer."

19           3.3    Section 4 is amended to add a new Section 4.2.5  
20 which shall read as follows:

21                   "4.2.5   Seller shall not install Generating  
22                   Facilities with Nameplate Ratings which in the  
23                   aggregate exceed the Nameplate Rating as listed in  
24                   Section 1.2a."

25           3.4    Section 9 is amended to add Section 9.6 which shall  
26 read as follows:

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

"Edison shall not be required to pay for energy or capacity produced by any portion of the Generating Facility which exceeds the Nameplate Rating set forth in Section 1.2a herein."

4. OTHER CONTRACT TERMS AND CONDITIONS: Except as expressly amended by this Amendment No. 1, the terms and conditions of the original Contract shall remain in full force and effect.

5. EFFECTIVE DATE: This Amendment No. 1 shall become effective when it has been duly executed by the Parties.

6. SIGNATURE CLAUSE: The signatories hereto represent that they have been appropriately authorized to enter into this Amendment No. 1 to the Contract on behalf of the Party for whom they sign. This Amendment No. 1 to the Contract is hereby executed this 29<sup>th</sup> day of JULY, 1987.

SOUTHERN CALIFORNIA EDISON COMPANY

By: *Glenn J. Bjorklund*  
Glenn J. Bjorklund  
Vice President

APPROVED AS TO FORM:  
JOHN R. BURY  
Vice President and General Counsel  
BY *John R. Bury*  
Agency  
May 14 19 87

CTV MARKETING GROUP

By: *Brian J. O'Sullivan*  
Brian J. O'Sullivan  
Chief Operating Officer

//  
//  
//  
//