

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. 3
TO THE POWER PURCHASE CONTRACT
BETWEEN
CORAM ENERGY GROUP, LTD.
AND
SOUTHERN CALIFORNIA EDISON COMPANY

25	CLD NO. <u>382501</u>	QF ID NO. <u>6055</u>
26		

Document No. 4139H

AMENDMENT NO. 3 TO THE
POWER PURCHASE CONTRACT BETWEEN
CORAM ENERGY GROUP, LTD. AND
SOUTHERN CALIFORNIA EDISON COMPANY

1
2
3
4 1. PARTIES

5 The Parties to this Amendment No. 3 to the Power Purchase
6 Contract are Coram Energy Group, Ltd., hereinafter
7 referred to as "Coram," and Southern California Edison
8 Company, a California corporation, hereinafter referred
9 to as "Edison", individually "Party", collectively
10 "Parties".

11 2. RECITALS

12 2.1 On August 7, 1984, an agreement, entitled Power
13 Purchase Contract, was executed between Sirocco
14 Energy, Inc., and Southern California Edison
15 Company (referred to in this amendment as the
16 "Original Contract").

17 2.2 On September 21, 1984, an Amendment No. 1 to the
18 Original contract was executed between Sirocco
19 Energy, Inc., and Southern California Edison
20 Company, which revised the nameplate rating of the
21 Original Contract to 3,000 kW.

22 2.3 On June 18, 1985, the Power Purchase Contract was
23 assigned to Coram Energy Group Ltd. Edison
24 consented to said assignment effective September 9,
25 1985.

26 //

1 2.4 On September 26, 1985, an Amendment No. 2 to the
2 Original Contract was executed between Coram Energy
3 Group, Ltd., and Southern California Edison
4 Company, which identifies Coram as Seller.

5 2.5 Seller has requested that an adjacent parcel of
6 land be included in the location of the Seller's
7 generating facility.

8 2.6 No change of total capacity will result.

9 2.7 The Parties wish to define nameplate rating within
10 the body of the Contract.

11 2.8 Several other changes are necessary to update
12 information and make minor changes.

13 3. AGREEMENT

14 In consideration of the terms and conditions contained in
15 this Amendment No. 3, the Parties agree as follows:

16 3.1 Effective Date

17 This Amendment No. 3 shall become effective when it
18 has been duly executed by the Parties.

19 3.2 Changes to Contract Provisions

20 3.2.1 Section 1.2b is amended to add Seller's
21 property which is adjacent to the location
22 of Seller's Generating Facility and shall
23 now read as follows:

24 "b. Location: SE 1/4 of NE 1/4 of
25 Section 2, T11N, R14W, and
26 SW1/4 of the SW 1/4 of the

NW 1/4 of Section 1, T11N,
R14W"

3.2.2 Section 2 is amended to add a new
Section 2.28.1 which shall read as follows:

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

3.2.3 Section 4 is amended to add a new
Section 4.2.6 which shall read as follows:

"4.2.6 Seller's Generating Facilities
shall be equal to or less than the
Nameplate Rating as listed in
Section 1.2a."

3.2.4 Section 9 is amended to add Section 9.6
which shall read as follows:

"Edison shall not be required to pay for
energy or capacity produced by any portion
of the Generating Facility which exceeds

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

the nameplate rating set forth in Section 1.2a herein."

4. OTHER CONTRACT TERMS AND CONDITIONS

Except as expressly amended by this Amendment No. 3, Amendment No. 2, and Amendment No. 1, the terms and conditions of the Original Contract shall remain in full force and effect.

5. DUPLICATE ORIGINALS

This Amendment No. 3 is executed in two originals. The signatories hereto represent that they have been appropriately authorized to enter into this Amendment on behalf of the Party for whom they sign. This Amendment is hereby executed as of this 29th day of JULY, 1987.

SOUTHERN CALIFORNIA EDISON COMPANY

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

APPROVED AS TO FORM:
JOHN R. BURY
Vice President and General Counsel
BY: *John R. Bury*
Attorney
May 21, 1987

CORAM ENERGY GROUP, LTD.

By: *Brian J. O'Sullivan*
Brian J. O'Sullivan
President

//
//