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AMENDMENT NO. 2  
TO THE  
POWER PURCHASE CONTRACT  
BETWEEN  
SOUTHERN CALIFORNIA EDISON COMPANY  
AND  
ENERGY DISTRIBUTION COMPANY  
QFID NO. 6113  
DESERT WINDS II

Document No. V660/RDG

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AMENDMENT NO. 2  
POWER PURCHASE CONTRACT  
BETWEEN  
SOUTHERN CALIFORNIA EDISON COMPANY  
AND  
ENERGY DISTRIBUTION COMPANY

1. PARTIES: This Amendment No. 2 to the Power Purchase Contract between Energy Distribution Company and Southern California Edison Company ("Contract") is entered into by SeaWest Industries, Inc., a California corporation ("Seller") and Southern California Edison, ("Edison") a California corporation hereinafter referred to individually as "Party", and collectively as "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 Energy Distribution Company and Southern California Edison Company as of the 20th day of August 1985.
- 2.2 The Contract was assigned to SeaWest Industries, Inc. as of the 24th day of September 1987.
- 2.3 Edison consented to the assignment of the Contract as of the 4th day of October 1988.
- 2.4 The Parties executed an Interconnection Facilities Agreement, Document V66 ("Agreement") as of the 4th day of October 1988 to provide for the necessary facilities on a Seller Owned and Operated Basis to interconnect the Project to Edison's electrical

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1 system at Edison's Vincent Substation via a 220 kV  
2 transmission line which is to be operated and  
3 maintained by a company known as Sagebrush.

4 2.5 The Parties executed Amendment No. 1 to the Contract  
5 on August 17, 1990 which provided for a new  
6 interconnection facilities agreement on a Seller  
7 Owned and Operated Basis for the Desert Winds II  
8 Project to be constructed on the alternate site as  
9 listed in Document V66 and for the temporary  
10 interconnection of up to 36.5 MW of the Generating  
11 Facility's nameplate rating at Edison's Antelope  
12 Substation utilizing Sagebrush's existing 220 kV  
13 line that is energized at 66 kV and for the  
14 permanent Project site metering.

15 2.6 The Project was interconnected to Edison's  
16 electrical system and achieved Firm Operation as of  
17 August 17, 1990.

18 2.7 Sagebrush is constructing a new portion of its  
19 220 kV transmission line that will allow Seller's  
20 interconnection of Seller's 75,000 kW Project at  
21 Edison's Vincent Substation. This new transmission  
22 line will also allow for interconnection of other  
23 wind energy projects in the Tehachapi-Mojave area to  
24 be interconnected at Edison's Vincent Substation,  
25 pursuant to the aforementioned Agreement (Document  
26 No. V66), thereby partially relieving certain

1 capacity constraints for the Edison system. The new  
2 transmission line is under construction as of the  
3 date of this Agreement and is scheduled for  
4 operation prior to December 31, 1990.

5 2.8 Seller wants to provide for the interconnection of  
6 capacity up to a maximum Nameplate Rating of 36.5 MW  
7 of the Desert Winds II Project on a temporary basis  
8 via Sagebrush's existing 220 kV line that is  
9 energized at 66 kV and terminated at Edison's  
10 Antelope Substation. Seller's temporary right to  
11 interconnect 36.5 MW of capacity at Edison's  
12 Antelope Substation shall terminate pursuant to the  
13 conditions set forth in Amendment No. 3 to the  
14 Agreement, Section 4.1.26.

15 2.9 Edison desires to be assured that the full 75,000 kW  
16 of nameplate capacity from the Project will be  
17 interconnected to Edison's Vincent Substation prior  
18 to August 19, 1991, or that only the Project's  
19 nameplate capacity interconnected at the Vincent  
20 Substation by that date shall be eligible for the  
21 capacity and Energy payments provided in Appendix B  
22 and Appendix C of the Contract.

23 2.10 The Parties wish to amend the Contract to reflect  
24 intentions referenced in this Section 2. The  
25 changes agreed to by amendment are set forth herein.  
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1 3. AGREEMENT: The Parties agree to amend the Contract as  
2 follows:

3 3.1 Section 1.2.a is amended and restated to provide  
4 that Seller may interconnect on a temporary basis up  
5 to 36,500 kW of the Generating Facility's nameplate  
6 capacity as listed in Section 1.2, at Edison's  
7 Antelope Substation and shall now read as follows:

8 "Section 1.2 Seller's Generating Facility:

9 a. Nameplate Rating: 75,000 kW.

10 1.2.a.1 Interconnection of any portion of said  
11 capacity on or before August 19, 1990,  
12 on the alternate site as listed on  
13 page 6 of Attachment A of the master  
14 Interconnection Facilities Agreement  
15 (Document V66) to Edison's electrical  
16 system pursuant to Appendix A to  
17 Amendment No. 1, will place the Desert  
18 Winds II project in Firm Operation.

19 1.2.a.2 Seller, at Seller's expense, is  
20 entitled to interconnect up to  
21 36,500 kW of said capacity, on a  
22 temporary basis at Edison's Antelope  
23 Substation via Sagebrush's 220 kV  
24 transmission line which is currently  
25 energized at 66 kV and terminated at  
26 Edison's Antelope Substation.

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1.2.a.3 This Desert Winds II Project must be interconnected to Edison's Vincent Substation via Sagebrush's 220 kV transmission line prior to August 20, 1991. Only that portion of the Project's nameplate capacity specified in Section 1.2(a) interconnected by said date shall be entitled to the Forecast of Energy and Capacity payments as listed in Appendices B and C to the Contract.

1.2.a.4 Notwithstanding the provisions of the Contract and the master Interconnection Facilities Agreement (Document V66), the Parties expressly agree that the First Period commenced on August 17, 1990 for all 75 MW of the Project."

- 4. OTHER CONTRACT TERMS AND CONDITIONS: Except as expressly amended in Amendment No. 1 and this Amendment No. 2, the terms and conditions of the original Contract shall remain in full force and effect.
- 5. EFFECTIVE DATE: This Amendment No. 2 shall become effective when it has been duly executed by the Parties.
- 6. MULTIPLE ORIGINALS: This Amendment is executed in two counterparts, each of which shall be deemed an original.

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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. This Amendment No. 2 to the Contract is hereby executed as of this 13<sup>TH</sup> day of NOVEMBER, 1990.

SOUTHERN CALIFORNIA EDISON COMPANY

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

SEAWEST

By: *Robert L. Eisen*  
Name: Robert Eisen  
Title: Executive Vice President

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APPROVED AS TO FORM:  
DAVID N. BARRY, III  
Vice President and General Counsel  
By: *[Signature]* Attorney  
Oct. 30 1990