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AMENDMENT NO. 3  
TO THE  
POWER PURCHASE CONTRACT  
BETWEEN  
SOUTHERN CALIFORNIA EDISON COMPANY  
AND  
ENERGY DISTRIBUTION COMPANY  
QFID NO. 6113  
DESERT WINDS II

Document No. RDG/V822

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

7 1. PARTIES: This Amendment No. 3 to the Power Purchase  
8 Contract ("Contract") between Energy Distribution  
9 Company, a California corporation ("EDC"), and Southern  
10 California Edison Company, a California corporation  
11 ("Edison"), is entered into by Desert Winds II Power  
12 Purchase Contract Trust, a California trust ("Seller"),  
13 and Edison, hereinafter referred to individually as  
14 "Party", and collectively as "Parties".

15 2. RECITALS: This Amendment No. 3 to the Contract is made  
16 with reference to the following facts, among others:

17 2.1 The Contract was entered into by EDC and Edison  
18 effective the 20th day of August 1985.

19 2.2 The Contract was assigned to SeaWest Industries,  
20 Inc. on the 24th day of September 1987.

21 2.3 Edison consented to the assignment of the Contract  
22 on the 4th day of October 1988.

23 2.4 On August 17, 1990, the Parties executed Amendment  
24 No. 1 to the Contract, which provided for a new  
25 interconnection facilities agreement on a Seller  
26 Owned and Operated Basis for the Desert Winds II  
Project to be constructed on the alternate site as  
listed in Document V66 and for the temporary

1 interconnection of up to 36.5 MW of the Generating  
2 Facility's nameplate rating at Edison's Antelope  
3 Substation utilizing Sagebrush's existing 220 kV  
4 line that is energized at 66 kV and for the  
5 permanent Project site metering.

6 2.5 The Project was interconnected to Edison's  
7 electrical system and achieved Firm Operation on  
8 August 17, 1990.

9 2.6 On November 13, 1990, the Parties executed Amendment  
10 No. 2, which provides that Seller may interconnect  
11 on a temporary basis up to 36,500 kW of the  
12 Generating Facility's nameplate capacity as listed  
13 in Section 1.2 thereof, at Edison's Antelope  
14 Substation.

15 2.7 The Contract was assigned to the Desert Winds II  
16 Power Purchase Contract Trust on the 1st day of  
17 December 1990.

18 2.8 Edison consented to the assignment of the Contract  
19 on the 19th day of December 1990.

20 2.9 The Parties wish to amend the Contract to insert a  
21 transformer and line loss factor that when applied  
22 to the meter readings taken at the Project site will  
23 approximate the actual kWh's purchased by Edison at  
24 the Point of Interconnection, Vincent Substation.

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

1           3.1 Section 1.13 is amended to reflect that the meter is  
2           located on the Seller's side of the Interconnection  
3           Facilities and to insert a loss compensation factor,  
4           and shall now read in its entirety as follows:

5           "1.13    Metering Location

6                    Seller elects metering location pursuant to  
7                    Section 8 as follows:

8                    \_\_\_ Edison's side of the Interconnection  
9                    Facilities.

10                   X Seller's side of the Interconnection  
11                    Facilities. Loss compensation factor  
12                    is equal to 1.4%, pursuant to  
13                    Section 8.3."

14    4.    OTHER CONTRACT TERMS AND CONDITIONS: Except as expressly  
15           amended in Amendment Nos. 1 and 2 and this Amendment  
16           No. 3, the terms and conditions of the original Contract  
17           shall remain in full force and effect.

18    5.    EFFECTIVE DATE: This Amendment No. 3 shall become  
19           effective when it has been duly executed by the Parties.

20    6.    MULTIPLE ORIGINALS: This Amendment may be executed in  
21           two counterparts, each of which shall be deemed an  
22           original.

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7. SIGNATURE CLAUSE: The signatories hereto represent that they have been duly authorized to enter into this Amendment No. 3 to the Contract on behalf of the Party for whom they sign. This Amendment No. 3 to the Contract is hereby executed as of this 17<sup>TH</sup> day of JANUARY, 1992.

SOUTHERN CALIFORNIA EDISON COMPANY

APPROVED  
DAVID N. BARRY, III  
Vice President and General Counsel  
By Allen Kelley  
Aug 5, 1991 Attorney

By: Glenn J. Bjorklund  
Name: Glenn J. Bjorklund  
Title: Vice President

DESERT WINDS II POWER PURCHASE  
CONTRACT TRUST  
By its Project Manager  
SeaWest Industries, Inc.

By: Thomas G. Farnham  
Name: THOMAS G. FARNHAM  
Title: SENIOR VICE PRESIDENT

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