

AMENDMENT NO. 5

To the

POWER PURCHASE CONTRACT

Between

SOUTHERN CALIFORNIA EDISON COMPANY

And

DIFWIND FARMS LIMITED V

QFID No. 6053

This Amendment No. 5 ("Amendment No. 5") to the Agreement (as that term is defined below) is entered into between Southern California Edison Company, a California corporation ("SCE") and DifWind Farms Limited V, a California limited partnership ("Seller"). SCE and Seller are hereinafter sometimes referred to individually as a "Party" and jointly as the "Parties". Capitalized terms used and not otherwise defined in this Amendment No. 5 shall have the meanings ascribed to such terms in the Agreement.

RECITALS

The Parties enter into this Amendment No. 5 with reference to the following facts:

- A. On July 6, 1984, SCE and Section 22 Partners, Ltd., as Seller's predecessor, entered into that certain SCE Long Term Power Purchase Contract (the "Contract"), as amended by (i) that certain Amendment No. 1 to the Contract, dated November 14, 1984 ("Amendment No. 1"), (ii) that certain Amendment No. 2 to the Contract dated April 11, 1985 ("Amendment No. 2"), (iii) that certain Amendment No. 3 to the Contract dated November 8, 2016 ("Amendment No. 3") and (iv) that certain Amendment No. 4 to the Contract dated May 31, 2017 ("Amendment No. 4") (collectively, the "Agreement"), which establishes among other things, the terms and conditions pursuant to which SCE purchases electric power from Seller and Seller sells electric power to SCE.
- B. On or about December 19, 1986, SCE consented to an assignment of the Agreement from Seller's predecessor to Seller and such assignment was made.
- C. On or about June 19, 2001, SCE and Seller entered into the Agreement Addressing Renewable Energy Pricing and Payment Issues, as amended by that certain Amendment

The contents of this document are subject to restrictions on disclosure as set forth in the Agreement.

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No. 1 to the Agreement Addressing Renewable Energy Pricing and Payment Issues, dated as of November 30, 2001.

- D. Amendment No. 4 extended the termination date of the Agreement to no later than November 30, 2017.
- E. The Parties intend to amend the Agreement to extend the termination date on the terms and subject to the conditions set forth below and to adjust the energy and capacity price formula for deliveries during the extension period.

AGREEMENT

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Section 3 of the Agreement is amended to delete the first full sentence thereof and replace it with the following:

“This Contract shall be effective upon execution by the Parties and shall remain effective until 11:59 P.M. Pacific Time on January 16, 2018 (the “Term End Date”), at which time this Contract will expire without any further action by the Parties and be of no further force and effect, except as to obligations that survive such expiration as provided for herein.”
- 2. Section 9.1.1 of the Agreement is amended to add the following sentence at the end thereof and immediately before Section 9.1.1.1:

“For deliveries made beginning at 12:00 A.M. Pacific Time on December 1, 2017 through the Term End Date, the formula set forth in Section 9.1.1 shall be computed with D equal to \$0.00/kW-yr.”
- 3. The last paragraph of Section 9.3 of the Agreement, as added by Amendment No. 4, shall be deleted in its entirety and replaced with the following: “For deliveries made beginning at 12:00 A.M. Pacific Time on October 31, 2016 through 11:59 PM Pacific Time on May 31, 2017, the Monthly Energy Payment shall be equal to 80% of the short run avoided cost (“SRAC”) established from time to time in accordance with the California Public Utilities Commission-approved SRAC methodology. For deliveries made beginning at 12:00 A.M. Pacific Time on June 1, 2017 through 11:59 PM on November 30, 2017, the Monthly Energy Payment shall be equal to 50% of the SRAC. For deliveries made beginning at 12:00 A.M. Pacific Time on December 1, 2017 through the Term End Date, the Monthly Energy Payment shall be equal to 30% of the SRAC.”

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4. MISCELLANEOUS

- (a) **Reservation of Rights.** Each of the Parties expressly reserves all of its respective rights and remedies under the Agreement.
- (b) **Legal Effect.** Except as expressly modified as set forth herein, the Agreement remains unchanged and, as so modified, the Agreement shall remain in full force and effect.
- (c) **Governing Law.** THIS AMENDMENT NO. 5 AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AMENDMENT NO. 5.
- (d) **Successors and Assigns.** This Amendment No. 5 shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- (e) **Authorized Signatures; Notices.** Each Party represents and warrants that the person who signs below on behalf of that Party has authority to execute this Amendment No. 5 on behalf of such Party and to bind such Party to this Amendment No. 5. Any written notice required to be given under the terms of this Amendment No. 5 shall be given in accordance with the terms of the Agreement.
- (f) **Effective Date.** This Amendment No. 5 shall be deemed effective as of the date upon which the last Party executes this Amendment No. 5.
- (g) **Further Agreements.** This Amendment No. 5 shall not be amended, changed, modified, abrogated or superseded by a subsequent agreement unless such subsequent agreement is in the form of a written instrument signed by the Parties.
- (h) **Counterparts; Electronic Signatures.** This Amendment No. 5 may be executed in one or more counterparts, each of which will be deemed to be an original of this Amendment No. 5 and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Amendment No. 5 and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this Amendment No. 5 as to the Parties and may be used in lieu of the original Amendment No. 5 for all purposes.

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- (i) Law References. Whenever this Amendment No. 5 specifically refers to any law, tariff, government department or agency, the Parties agree that the reference also refers to any successor to such law, tariff or organization.

- (j) Other. The term “including” when used in this Amendment is by way of example only and will not be considered in any way to be in limitation. The word “or” when used in this Amendment includes the meaning “and/or” unless the context unambiguously dictates otherwise. The headings used in this Amendment No. 5 are for convenience and reference purposes only and will not affect its construction or interpretation.


[Signature page follows]

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IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 5 to be executed by their duly authorized representatives on the dates indicated below their respective signatures.

DIFWIND FARMS LIMITED V, a California limited partnership.	SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation.
By: _____ Matthew W. Scobee Senior Vice President - Wind	By:  Mark Irwin Director of Energy Contracts Management
Date: <u>11/30/2017</u>	Date: <u>11/30/2017</u>