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AMENDMENT NO. 1  
TO THE  
AMENDED AND RESTATED WIND PARK  
POWER PURCHASE AND SALES AGREEMENT  
BETWEEN  
SOUTHERN CALIFORNIA EDISON COMPANY  
AND  
OAK CREEK ENERGY SYSTEMS, INC.  
QFID NO. 6234

Document No. RDG/V577



1 AMENDMENT NO. 1  
2 TO THE  
3 AMENDED AND RESTATED  
4 WIND PARK POWER PURCHASE AND SALES AGREEMENT  
5 BETWEEN  
6 SOUTHERN CALIFORNIA EDISON COMPANY  
7 AND  
8 OAK CREEK ENERGY SYSTEMS, INC.

- 9 1. PARTIES: This Amendment No. 1 to the Amended and  
10 Restated Wind Park Power Purchase and Sales Agreement  
11 QFID No. 6234 between Oak Creek Energy Systems, Inc. and  
12 Southern California Edison Company ("Contract") is  
13 entered into by Oak Creek Energy Systems, Inc., a  
14 California corporation, acting in its own behalf and on  
15 behalf of other owners as Project Manager, collectively  
16 referred to as ("Seller") and Southern California Edison  
17 Company ("Edison"), a California corporation  
18 (individually "Party," collectively "Parties").
- 19 2. RECITALS: This Amendment No. 1 to the Contract is made  
20 with reference to the following facts, among others:
- 21 2.1 The original Wind Park Power Purchase and Sales  
22 Agreement ("Original Agreement") was executed  
23 between the Parties as of the 26th day of  
24 March 1981 for Seller's Project identified as QFID  
25 No. 6005.
- 26 2.2 The Original Agreement was amended and restated by  
the Parties as of the 21st day of May 1985 as an  
Amended and Restated Wind Park Power Purchase and  
Sales Agreement ("Agreement") which provided for

1 the Phase I Generating Facilities, QFID No. 6005,  
2 to be limited to 16,555 kW of capacity and  
3 established a new Standard Offer No. 4 pricing  
4 arrangement for a 24 MW nameplate Generating  
5 Facility which is now identified as QFID No. 6234.

6 2.3 The Agreement was amended and restated on  
7 August 24, 1989, to provide for the termination of  
8 the Phase I Contract and the combining of the  
9 capacity of both projects under the Contract.

10 2.4 Edison wishes to revise the figures listed in the  
11 Attachment to Appendix A.1 of the Contract to  
12 reflect the actual recorded costs of the  
13 Interconnection Facilities for the Phase I Project.

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

16 3.1 Page 9 of Attachment to Appendix A.1 is cancelled  
17 in its entirety and is replaced with Exhibit 1 to  
18 this Amendment.

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4. MULTIPLE ORIGINALS

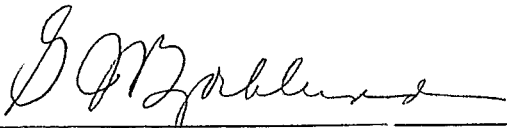
This Amendment No. 1 to the Contract is executed in two counterparts, each of which shall be deemed an original.

5. SIGNATURES

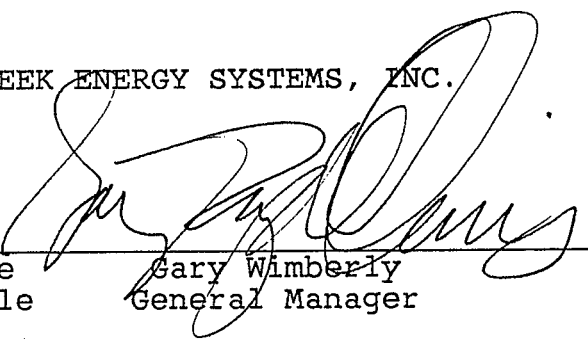
IN WITNESS WHEREOF, the Parties hereto have executed this Contract this 15<sup>TH</sup> of MAY, 1990.

APPROVED AS TO FORM:  
DAVID N. BARRY, III  
Vice President and General Counsel  
By J. D. Long  
Attorney  
6/29, 1997

SOUTHERN CALIFORNIA EDISON COMPANY

By   
Name Glenn J. Bjorklund  
Title Vice President

OAK CREEK ENERGY SYSTEMS, INC.

By   
Name Gary Wimberly  
Title General Manager

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EXHIBIT I

1 SERVICE

2 ADDRESS: Sections 21 and 22, Township 11 North, Range 14 West  
3 Kern County

4 DATE APPLICANT DESIRES INTERCONNECTION FACILITIES

5 AVAILABLE: June 15, 1982

6 DATE APPLICANT WILL BEGIN CONSTRUCTION OF THE GENERATING

7 FACILITY: January 1, 1982

8 DESCRIPTION OF INTERCONNECTION FACILITIES:

9 REMOVABLE FACILITIES PORTION OF THE INTERCONNECTION FACILITIES

10 ADDED INVESTMENT\*: ESTIMATED \$97,574.31

11 ADDED INVESTMENT: RECORDED BOOK COST \$97,574.31

12 ESTIMATED INSTALLATION AND REMOVAL COST\*: \$60,000

13 NON-REMOVABLE FACILITIES PORTION OF THE INTERCONNECTION  
14 FACILITIES

15 ADDED INVESTMENT\*: ESTIMATED \$0

16 ADDED INVESTMENT: RECORDED BOOK COST \$0

17 DATE SERVICE FIRST RENDERED BY MEANS OF THE  
18 INTERCONNECTION FACILITIES: June 15, 1982

19  
20 These facilities were installed at Edison's expense for  
21 Seller's project QFID No. 6005. Seller shall begin paying for  
22 these facilities at the rate of 1.7% effective March 7, 1989.  
23  
24

25 \*Cost estimates are for information purposes only and are not  
26 binding unless provided in writing by Edison pursuant to a  
written request by Seller.

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