

**AMENDMENT NO. 5****To the****POWER PURCHASE CONTRACT****Between****SOUTHERN CALIFORNIA EDISON COMPANY****And****TERRA-GEN 251 WIND, LLC****QFID No. 6106**

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 Terra-Gen 251 Wind, LLC, a Delaware limited liability company ("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. SCE and Seller are Parties to that certain Power Purchase Contract, dated as of April 16, 1985 (as amended by that certain Amendment No. 1 to the Power Purchase Contract, dated February 22, 1989 ("Amendment No. 1"), that certain Amendment No. 2 to the Power Purchase Contract, dated January 15, 2003 ("Amendment No. 2"), that certain Amendment No. 3 to the Power Purchase Contract, dated May 1, 2012 ("Amendment No. 3"), and that certain Amendment No. 4 to the Power Purchase Contract, dated July 12, 2017 ("Amendment No. 4"), as amended from time to time, the "Agreement").
- B. Among other things, Amendment No. 1 added Helzel and Schwarzhoff as a Seller under the Agreement. On June 12, 2007, SCE consented to the assignment of the rights, duties, and obligations of Helzel and Schwarzhoff under the Agreement to AES Tehachapi Wind, LLC.
- C. On August, 31, 1992, SCE consented to the assignment of the rights, duties, and obligations under the Agreement of Zond Systems, Inc. to Zond Windsystems Holding

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

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Company. On May 15, 1997, Zond Windsystems Holding Company merged into ZWHC LLC. On March 31, 2004, SCE consented to the assignment of the rights, duties, and obligations of Enron Wind Systems, LLC (as successor in interest to ZWHC LLC) under the Agreement to Caithness 251 Wind, LLC ("2004 Consent"). SCE further consented to the appointment of Caithness 251 Wind, LLC to act as Project Manager in the 2004 Consent.

- D. On March 24, 2016, SCE consented to the assignment of the rights, duties, and obligations under the Agreement of AES Tehachapi Wind, LLC to Seller.
- E. On July 12, 2017, SCE and Seller executed Amendment No. 4, wherein the Parties extended the termination date of the Agreement to no later than November 30, 2017.
- F. 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 delete the sentence at the end thereof and immediately before Section 9.1.1.1 (added by Amendment No. 4) and replace it with the following:

“Notwithstanding anything herein to the contrary, for deliveries made beginning at 12:00 A.M. Pacific Time beginning on July 3, 2017 through 11:59 PM on November 30, 2017, the formula set forth in Section 9.1.1 shall be computed with D equal to a time differentiated capacity price determined from an annual as-available capacity price of \$53.16/kW-yr. For deliveries made beginning at 12:00

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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. Section 9.3 of the Agreement is amended to delete the last sentence (added by Amendment No. 4) and replace it with the following:

“Notwithstanding anything else herein to the contrary, for deliveries made beginning at 12:00 A.M. Pacific Time on July 3, 2017 through 11:59 PM on November 30, 2017, the Monthly Energy Payment shall be equal to 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 December 1, 2017 through the Term End Date, the Monthly Energy Payment shall be equal to 50% of the SRAC.”

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

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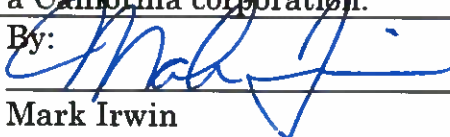
upon which the last Party executes this Amendment No. 5.

- (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.
- (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]*

*QFID No. 6106, Terra-Gen 251 Wind, LLC*

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.

<b>TERRA-GEN 251 WIND, LLC, a California limited liability company.</b>	<b>SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation.</b>
By: _____ Mathew 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>