

**AMENDMENT NO. 4 TO
POWER PURCHASE CONTRACT BETWEEN
SOUTHERN CALIFORNIA EDISON COMPANY AND
WINDPOWER PARTNERS 1993, LLC, WINTEC Ltd.,
AND OTHERS**

This Amendment No. 4 To Power Purchase Contract (this "**Agreement**"), dated as of December ___, 2011 (the "**Effective Date**"), is made and entered into by and among Southern California Edison Company, a California corporation ("**Edison**"); Wintec Energy, Ltd., a California corporation formerly Wintec, Ltd., a California limited partnership, ("**Wintec**"); Windpower Partners 1993, LLC, a Delaware limited liability company (f/k/a Windpower Partners 1993, L.P.) as successor to Kenetech Windpower, Inc. ("**WPP93**"); Bank of New York Mellon Trust Company, N.A., a national association, formerly Bank of New York Trust Company of California, a California trust company ("**BNY**"), not in its individual capacity but solely as successor to Meridian Trust Company of California, a California trust company ("**Meridian**"), as Trustee (the "**Trustee**") pursuant to the "**Trust**" (as that term is defined in Recital A below), and as such Trustee, in its capacity as "**Seller**" under the "**Contract**" (as that term is defined in Recital B below). Edison, Wintec, WPP93, and BNY are hereinafter sometimes referred to collectively as the "**Parties**" and individually as a "**Party**."

Recitals:

- A. WHEREAS, Wintec and WPP93 are the grantors to and beneficiaries of a grantor trust (the "**Trust**") pursuant to that certain Power Purchase Trust Agreement and Declaration of Trust dated as of March 29, 1994 (as amended, the "**Trust Agreement**") and BNY, as successor to Meridian, serves as trustee for the Trust;
- B. WHEREAS, the Parties formed the Trust for the sole purposes of holding, administering and distributing revenues derived from that certain Power Purchase Contract (QFID No. 6213) for 16.2 MW between Edison and, originally, Wintec's predecessor Renewable Energy Ventures Inc., a District of Columbia corporation, (as amended from time to time, the "**Contract**");
- C. WHEREAS, pursuant to that certain Amended and Restated Purchase and Sale Agreement among Frederick w. Noble, Frederick W. Noble, a professional corporation, Riverview Ventures, Inc., San Gorgonio Wind Associates IV, Wintec Energy, Ltd., Wintec and WPP93, dated as of March 29, 1994 (the "**Purchase Agreement**"), Wintec transferred to WPP93 an undivided 56.7901234568% interest in the Contract and retained for itself an undivided 43.2098765432% interest in the Contract;
- D. WHEREAS, immediately following the transfer affected by the Purchase Agreement, Wintec and WPP93 assigned their interests in the Contract to Meridian as trustee under the Trust such that Trustee (as successor to Meridian) is the Seller to Edison as defined in

the Contract pursuant to that certain Assignment of Power Purchase Contract among Wintec, WPP93 and Meridian, dated as of March 29, 1994 (the “**Assignment**”);

- E. WHEREAS, Wintec and WPP93 own wind energy facilities that together comprise the Generating Facility that generate the energy sold to Edison under the Contract and such energy is delivered at three Interconnection Facilities that comprise all of the Contract Points of Interconnection: Palm – AR 554 (“**Palm IF**”), Dillon – AR 651 (Carter) (“**Dillon IF**”) and Triad – AR 541 (“**Triad IF**”);
- F. WHEREAS, the Palm IF are used solely for energy generated by Wintec-owned facilities, the Triad IF are used solely for energy generated by WPP93-owned facilities and the Dillon IF are used jointly for energy generated by each of the wind facilities owned by Wintec and WPP93;
- G. WHEREAS, WPP93 plans to repower its wind facilities and withdraw its wind facilities from the Contract, and as part of the repowering, enter into new interconnection facilities agreements with Edison covering the Triad IF and the Dillon IF;
- H. WHEREAS, the Parties desire to establish a new Contract Capacity level and change the Interconnection Facilities to reflect the withdraw of the WPP93 wind facilities from the Generating Facility selling capacity and energy to Edison under the Contract;
- I. WHEREAS, in addition to withdrawing from the Contract, WPP93 is terminating four other power purchase contracts with Edison for wind projects nearby the Generating Facilities pursuant to that certain Termination Agreement between Edison and WPP93, dated as of December __, 2011 (the “**Termination Agreement**”), and in connection therewith is making a termination payment (the “**Termination Payment**”) to Edison as described therein; and
- J. WHEREAS, the Parties wish to amend the Contract to reflect the intentions referenced in these Recitals pursuant to this Agreement.

Agreement:

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions hereinafter set forth, the Parties do hereby agree as follows:

**ARTICLE I
CONTRACT AMENDMENT**

Section 1.1 Section 1.2 is amended to subtract the capacity owned by WPP93 and shall now read as follows:

“1.2a Nameplate Rating: 5,930 kW.”

Section 1.2 Section 1.5 is amended to provide for a new Contract Capacity level and shall now read as follows:

“1.5 Contract Capacity: 933 kW.”

Section 1.3 Section 1.5.1 is amended to provide for the possible decrease in as-available capacity that may be delivered and shall now read as follows:

“1.5.1 Estimated As-Available Capacity: 4,997 kW.”

Section 1.4 Section 1.6 is amended to provide for the decrease in expected annual production and shall now read as follows:

“1.6 Expected Annual Production: 17,769,733 kW/h.”

Section 1.5 Section 1.10 is amended to remove the Dillon IF and the Triad IF from the Contract and shall now read as follows:

“1.10 Interconnection Facilities Agreement pursuant to Section 6 shall be: Added Facilities Basis for the Contract’s interconnection (Appendix A).”

Section 1.6 Section 2 is amended to remove the Dillon IF and the Triad IF from the Contract by deleting Sections 2.5.1 and 2.5.2 in their entirety.

ARTICLE II Capacity Repayment and Release

Section 2.1 **CAPACITY REPAYMENT.** In full satisfaction of any and all liability of Seller, Wintec and/or WPP93 arising from Seller’s failure to fulfill the capacity performance requirements under the Contract up to and including the Effective Date, WPP93 shall pay to Edison the Termination Payment specified in the Termination Agreement.

Section 2.2 **RELEASE OF CLAIMS AND RESERVATION OF RIGHTS.** Except for the obligations of the Parties as set forth in this Agreement, all Parties absolutely and irrevocably relinquish any and all interests, rights, remedies and claims, whether known or unknown, that they may have or would have with respect to Seller’s fulfillment of capacity performance requirements and/or energy delivery requirements under the Contract up to and including the Effective Date; *provided, however,* the Parties reserve all rights, remedies, claims, suits and demands arising out of (or in connection with) the Contract which will accrue after the

Effective Date. For the avoidance of doubt, Edison expressly acknowledges and agrees that WPP93's payment of the Termination Payment is adequate compensation to Edison for any failure by Seller to fulfill all capacity performance requirements and all requirements to deliver energy under the Contract during the period prior to and including the Effective Date. The Parties further acknowledge that any obligation or liability of any nature whatsoever, whether known or unknown, with respect to Seller's fulfillment of capacity performance requirements and/or energy delivery requirements under the Contract from and after the Effective Date shall be calculated on the basis of the new Contract Capacity level established by Section 1.2 above.

Section 2.3 WAIVER OF CIVIL CODE SECTION 1542. With respect to the matters being released in Section 2.2, and as to those matters only, the Parties do knowingly, after having first obtained the advice of their attorneys, waive all rights under Section 1542 of the California Civil Code, which provides:

A General Release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the Release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Parties acknowledge and agree that:

(a) the releases set forth in Section 2.2 are intended to extend to and extinguish all claims, causes of action, etc. that are encompassed within the terms of the releases, including those that are not presently known to or suspected by the Parties; and (b) they may hereafter discover facts in addition to or different from those which they now believe concerning the subject matter of this Agreement, and that notwithstanding any such new or different facts, the releases contained herein will remain effective. The Parties further acknowledge and agree that the foregoing waiver of Civil Code § 1542 is an essential and material term of this Agreement, without which said consideration would not have been given. The Parties have been advised by their respective legal counsel regarding this release and waiver and understand and acknowledge the significance and consequences of this release and waiver of Civil Code § 1542. Notwithstanding the waiver of Civil Code § 1542, the Parties acknowledge and agree that the releases provided for in this Agreement are specific to the matters set forth in Section 2.2 and are not intended to create general releases as to all claims, or potential claims, between the Parties.

ARTICLE III MISCELLANEOUS

- a) Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to them in the Contract.

- b) Effect of Agreement. The Contract remains in effect in accordance with its terms. If there is any conflict between the Contract and this Agreement, this Agreement shall control.

- c) Entire Agreement. This Agreement and the Contract, as amended, constitute the entire agreement between the Parties relating to the subject matter thereof and shall supersede all other prior and contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter thereof.

- d) Governing Law. This Agreement 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 Agreement.

- e) Captions; Construction. The headings used for the sections and articles herein are for convenience and reference purposes only and shall in no way affect the meaning or interpretation of the provisions of this Agreement. Any term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Party. The Parties collectively have prepared this Agreement, and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Agreement or any part hereof.

- f) Counterparts. This Agreement may be executed in counterparts, each of which is an original and all of which constitute one and the same instrument. A signature provided via facsimile or in a .pdf document sent via e-mail shall have the same effect as an original.


- g) Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of each Party and their respective successors and permitted assigns.

- h) Any Amendments or Modifications. This Agreement may only be amended or modified by written instrument signed by all of the Parties.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered effective as of the date first written above.

SOUTHERN CALIFORNIA EDISON COMPANY

By: 
Name: Marc Ulrich
Title: Vice President
Renewable and Alternative Power

WINTEC ENERGY, LTD.

By: _____
Name: _____
Title: _____

WINDPOWER PARTNERS 1993, LLC

By: _____
Name: _____
Title: _____

BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., not in its individual capacity,
but solely as successor Trustee under that certain
Power Purchase Trust Agreement and Declaration
of Trust, dated as of March 29, 1994 among Wintec,
Ltd., a California limited partnership, KENETECH
Windpower, Inc., a Delaware corporation and
Meridian Trust Company of California, a California
trust company, as amended to date

By: _____

Name: _____

Title: _____