

AMENDMENT NO. 1
To The
GENERATING FACILITY POWER PURCHASE AND SALE AGREEMENT
Between
SOUTHERN CALIFORNIA EDISON COMPANY
And
ALTA WIND VI, LLC

RAP ID #6319

This Amendment No. 1 ("Amendment No. 1") to the Agreement (as that term is defined below) is entered into between Southern California Edison Company, a California corporation ("SCE"), and Alta Wind VI, 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. 1 shall have the meanings ascribed to such terms in the Agreement.

RECITALS

This Amendment No. 1 is entered into between the Parties with reference to the following facts:

- A. SCE and Seller are Parties to that certain Generating Facility Power Purchase and Sale Agreement, dated as of April 22, 2010 (as amended from time to time, the "Agreement"), under which, among other things, Seller will sell to SCE, and SCE will purchase from Seller, Product upon commencement of the Term.
- B. Seller wishes to sell to SCE, and SCE wishes to purchase from Seller, Pre-Term Product during the Startup Period, on the terms and conditions set forth herein.
- C. SCE and Seller have agreed that Seller shall provide an additional Three Million Three-Hundred Sixty-Three Thousand Seven Hundred Fifty Dollars (\$3,363,750) of Performance Assurance in lieu of the Secured Interests required under Section 8.04 of the Agreement on the terms and conditions specified in this Amendment No. 1.
- D. The Parties now wish to amend the Agreement in accordance with the intentions of the Parties described above.

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

AMENDMENT

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, as set forth herein, the Parties agree to amend the Agreement as follows:

1. Amendment to Section 1.06: Performance Assurance Amount.

Section 1.06 is hereby deleted in its entirety and replace with the following:

“1.06 Performance Assurance Amount.

One Hundred Nine Thousand Nine Hundred Twenty Five Dollars (\$109,925) per MW of Nameplate Contract Capacity.”

2. Amendments With Respect to Secured Interest Provisions.

(a) Section 2.03(b)(iv)(9) is hereby deleted in its entirety and replaced with the following:

“[Intentionally Deleted]”.

(b) Section 2.05(a)(xiii) is hereby deleted in its entirety and replaced with the following:

“[Intentionally Deleted]”.

(c) Section 6.01(d)(iv) is hereby deleted in its entirety and replaced with the following:

“[Intentionally Deleted]”.

(d) Section 8.04 is hereby deleted in its entirety and replaced with the following:

“8.04 [Intentionally Deleted]”.

(e) Section 8.05(a) is hereby deleted in its entirety and replaced with the following:

“(a) Seller shall, from time to time as requested by SCE, execute, acknowledge, record, register, deliver and/or file all such notices, statements, instruments and other documents as may be necessary or advisable to render fully valid and enforceable under all applicable laws the rights, liens and priorities of SCE with respect to the Security Interest provided for herein;”.

(f) Section 8.05(d) is hereby deleted in its entirety and replaced with the following:

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

- “(d) Except for liens for the benefit of Lender, Seller shall not create, incur, assume or suffer to be created by it or any subcontractor, employee, laborer, materialman, other supplier of goods or services or any other person, any lien on Seller’s interest (or any part thereof) in this Power Purchase Agreement, the Site or the Generating Facility. Seller promptly shall pay or discharge, or shall cause its contractors to promptly pay and discharge, and discharge of record, any such lien for labor, materials, supplies or other obligations upon Seller’s interest in the Site, the Generating Facility, or a material part thereof. or interest therein, unless Seller is disputing any such lien in good faith and only for so long as it does not create an imminent risk of a sale or transfer of the Generating Facility or a material part thereof;”.
- (g) Section 8.06 is hereby deleted in its entirety and replaced with the following:
“8.06 [Intentionally Deleted]”.
- (h) Section 10.10(a) is hereby amended by renumbering the second clause (xii) (beginning with the words “The recording of the Security Documents”) as clause (xiv) and renumbering the second clause (xiii) (beginning with the words “The disclosure of the Right of First Offer”) as clause (xv).
- (i) Section 10.10(a)(xiv) is hereby deleted in its entirety and replaced with the following:
“(xiv) The Notice of Right of First Offer pursuant to Section 2.05(b)(i)(1).”
- (j) Section 12.04 is hereby deleted in its entirety and replaced with the following:
“12.04 [Intentionally Deleted]”.
- (k) Exhibit T [Form of Subordinated Leasehold Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing] and Exhibit U [Form of Intercreditor and Subordination Agreement] are hereby deleted in their entirety.
3. A new Section 2.02(d) is added as follows:
“(d) Seller's Responsibilities Prior to Initial Synchronization
On or prior to Initial Synchronization, Seller shall fulfill the requirements of Sections 2.03(b)(iv)(1) through (7), (10) and (11).”
4. Section 2.03(b)(iv)(5) of the Agreement is hereby deleted in its entirety and replaced with the following:
“(5) [Intentionally Deleted]”.

5. A new Section 2.03(b)(v) is hereby added to the Agreement as follows:
- “(v) Seller shall (i) apply for CEC Certification and Verification within ten (10) days after the Initial Operation Date; (ii) provide SCE with a copy of such application; and (iii) thereafter diligently pursue obtaining CEC Certification and Verification; *provided that*, such CEC Certification and Verification shall not be required to the extent that Seller is unable to obtain CEC Certification and Verification because of a change in the RPS Legislation, or the rules or regulations relating thereto, occurring after the Master Agreement Effective Date; *provided further that*:
- (1) The Generating Facility would have qualified for CEC Certification and Verification under the RPS Legislation, and the rules and regulations relating thereto, as of the Master Agreement Effective Date; and
 - (2) Seller has made commercially reasonable efforts to obtain CEC Certification and Verification under the then current Applicable Law. Seller shall not be required to incur out of pocket costs in excess of \$25,000 in any year in order to obtain CEC Certification and Verification under the then current Applicable Law.”
6. Section 3.01(f) of the Agreement is deleted in its entirety and replaced with the following:
- “From the Power Purchase Agreement Effective Date, Seller shall not sell any Product or Pre-Term Product to any entity other than SCE.”
7. A new paragraph is added, Section 3.06 (d) as follows:
- “(d) Check Meter. SCE may, at its sole cost, furnish and install one Check Meter at the interconnection associated with the Generating Facility at a location agreed upon by the Parties.”
8. Amendments With Respect to NERC Provisions.
- (a) A new paragraph is added to Section 3.10(c) immediately after the first paragraph as follows:

“Seller shall maintain documentation of all procedures applicable to the testing and maintenance of the Generating Facility protective devices as necessary to comply with NERC Reliability Standards applicable to protection systems for large electric generators, if Seller is required to be a registered entity pursuant to the NERC Reliability Standards.”
 - (b) A new Section 3.10(h) is added as follows:

“(h) Seller shall have registered with the NERC as the Generating Facility’s

Generator Owner and Generator Operator if Seller is required to be a registered entity pursuant to the NERC Reliability Standards.”

- (c) A new Section 3.20 is added as follows:

“3.20 NERC Electric System Reliability Standards.

Throughout the Facility Term, Seller shall be:

- (a) Responsible for complying with any NERC Reliability Standards applicable to the Generating Facility, including registration with NERC as the Generator Operator for the Generating Facility or other applicable category under the NERC Reliability Standards and implementation of all applicable processes and procedures required by NERC, WECC or ISO for compliance with the NERC Reliability Standards; and
- (b) Liable for all penalties assessed by NERC (through WECC or otherwise) for violations of the NERC Reliability Standards by the Generating Facility or Seller, as Generator Operator or other applicable category.

However, if Seller learns that NERC (through WECC or otherwise) is considering or intends to assess Seller with a penalty that Seller believes is attributable to SCE’s actions or inactions as SC as described in the document entitled “NERC Reliability Standards - Responsibilities of the Generator Operator, Scheduling Coordinator, ISO, and Reliability Coordinator” or other successor description or document on the ISO website at the time of the potential assessment, Seller shall provide SCE with sufficient notice to allow SCE to take part in administrative processes, discussions or settlement negotiations with NERC, WECC or other entity arising from or related to the alleged violation or possible penalty. If the penalty is nonetheless assessed in spite of SCE’s participation in the processes, discussions or settlement negotiations, or SCE waives its right to take part in the processes, discussion or settlement negotiations, SCE shall be responsible for the penalty to the extent that it was solely caused by SCE’s actions or inactions as SC as described in the document entitled “NERC Reliability Standards - Responsibilities of the Generator Operator, Scheduling Coordinator, ISO, and Reliability Coordinator” or other successor description or document on the ISO website at the time of the violation. If Seller is assessed and pays the penalty to NERC and such penalty is later determined to be SCE’s responsibility as set forth in this Section 3.20, then SCE shall promptly reimburse Seller upon it being established to SCE’s reasonable satisfaction that the penalty was actually assessed against Seller by NERC and paid by Seller to NERC.

9. The first paragraph of Section 3.19(b) is deleted in its entirety and replaced with the following:

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

“During the Startup Period and, unless otherwise specified by Seller in accordance with the terms of this Agreement, during the Facility Term, SCE shall act as Seller’s Scheduling Coordinator and the following provisions shall apply:”

- 10. Section 3.19(b)(ii)(1) of the Agreement is deleted in its entirety and replaced with the following:

“At least thirty (30) days before Initial Synchronization, Seller shall take all actions and execute and deliver to SCE all documents necessary to authorize or designate SCE as Seller’s Scheduling Coordinator.”

- 11. Section 3.19(b)(viii)(1) of the Agreement is deleted in its entirety and replaced with the following:

“During the Startup Period, SCE will Schedule the Pre-Term Product in accordance with the ISO Tariff and will coordinate with Seller and the ISO to facilitate Seller’s testing of the Generating Facility.”

- 12. Section 4.01(b) of the Agreement is deleted in its entirety and replaced with the following:

“SCE shall make monthly Pre-Term Product Payments to Seller during the Startup Period calculated in the manner described in Section 4.02(a)(iii).”

- 13. A new Section 4.02(a)(iii) of the Agreement is added as follows:

“During the Startup Period, monthly Pre-Term Product Payments shall be calculated pursuant to the following formula:

$$Payment_m = \sum_{h=1}^{n_m} P_h \cdot Q_h$$

- Payment_m = the payment in month m
- M = the payment month
- H = hour h of the payment month
- n_m = the total hours in the payment month m
- Q_h = the Delivered Amounts for hour h
- P_h = the Pre-Term Product Price in hour h

- 14. Section 4.03(a)(iv)(1) of the Agreement is deleted in its entirety and replaced with the following:

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

“[Intentionally Deleted.]”

15. Section 4.03(b)(i) of the Agreement is deleted in its entirety and replaced with the following:

“[Intentionally Deleted.]”

16. Section 4.05(b)(ii) of the Agreement is deleted in its entirety and replaced with the following:

“[Intentionally Deleted.]”

17. Amendment to Section 10.02: Additional Representations, Warranties and Covenants; Deletion of Section 10.18.

(a) New Sections 10.02(e) through (h) are added as follows:

“(e) Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that:

- (i) Subject to Section 2.03(b)(v), the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource (“ERR”) as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and
- (ii) The Project’s output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard.

To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

(f) Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewable Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

- (g) The term “commercially reasonable efforts” as used in Sections 10.02(e) or 10.02(f) shall not require Seller to incur out of pocket costs in excess of Twenty-Five Thousand dollars (\$25,000) in any year in order to comply with the then-current Applicable Law as it applies to Seller’s obligations under those Sections.
- (h) Seller warrants that all necessary steps to allow the renewable energy credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract.”

(b) Section 10.18 is hereby deleted in its entirety.

18. Amendment to Section 10.07; Governing Law.

Section 10.07 is deleted in its entirety and replaced with the following:

“10.07 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.”

19. Exhibit A is amended by adding the following defined terms in alphabetical order:

- (a) “Amendment No. 1” means the first amendment to this Agreement.
- (b) “Amendment No. 1 Effective Date” means the date upon which the last Party executes Amendment No. 1.
- (c) “Check Meter” means the SCE revenue-quality meter section(s) or meter(s), which SCE may require at its discretion, and which will include those devices normally supplied by SCE or Seller under the applicable utility electric service requirements.”
- (d) “Generator Operator” means the entity that Operates the Generating Facility and performs the functions of supplying energy and interconnected operations services as described in the NERC Reliability Standards.
- (e) “Generator Operator Obligations” means the obligations of a Generator Operator as set forth in all applicable NERC Reliability Standards.

- (f) “Generator Owner” means an entity that owns the Generating Facility and has registered with NERC as the entity responsible for complying with those NERC Reliability Standards applicable to owners of generating units as set forth in the NERC Reliability Standards.
- (g) “Generator Owner Obligations” means the obligations of a Generator Owner as set forth in all applicable NERC Reliability Standards.
- (h) “NERC” means the North American Electric Reliability Corporation, or any successor thereto.
- (i) “Locational Marginal Price” has the meaning set forth in the ISO Tariff.
- (j) “NERC Reliability Standards” means those reliability standards applicable to the Generating Facility, or to the Generator Owner or the Generator Operator with respect to the Generating Facility, that are adopted by NERC and approved by the applicable regulatory authorities.
- (k) “NERC Standards Non-Compliance Penalties” means any and all monetary fines, penalties, damages, interest or assessments by the NERC, ISO, WECC, a Governmental Authority or any entity acting at the direction of a Governmental Authority arising from or relating to a failure to perform the obligations of Generator Operator or Generator Owner as set forth in the NERC Reliability Standards.
- (l) “PNode” has the meaning set forth in the ISO Tariff.
- (m) “Pre-Term Product” means Product delivered during the Startup Period.
- (n) “Pre-Term Product Payment” means the amount calculated pursuant to Section 4.02 (a)(iii).
- (o) “Pre-Term Product Price” means, for each hour, the lowest of the following prices:
 - (i) the Energy Price;
 - (ii) the 20-year 2008 Market Price Referent Schedule as set forth in CPUC Resolution E-4214 (dated December 18, 2008), corresponding to the year in which the Pre-Term Product is delivered; or
 - (iii) the average applicable Real-Time Price (P_h) attributable to Delivered Amounts in that hour, plus \$14.99/MWh, which shall be calculated pursuant to the following formula:

$$\sum_{i_h = 1}^{S_h} \frac{P_{i_h}}{S_h} + \$14.99$$

P_{i_h}

= the Real-Time Price in interval i in hour h

S_h

= the number of Settlement Intervals in hour h

i_h

= Settlement Interval i in hour h

$$\sum_{i_h = 1}^{S_h} \frac{P_{i_h}}{S_h}$$

= the average Real-Time Price in hour h

- (p) “Real-Time Market” has the meaning set forth in the ISO Tariff.
- (q) “Real-Time Price” means (i) the ISO Real-Time PNode Market Locational Marginal Price, as published in OASIS, for electric energy in each applicable Settlement Interval (including the energy, congestion and losses components) at the Generating Facility’s PNode (as published by the ISO) which is the pricing point used by the CAISO for settlements of this Generating Facility, or (ii) if the ISO has not established a Locational Marginal Price at the Generating Facility’s PNode (as published by the ISO), then the ISO Real-Time Market Locational Marginal Price, as published in OASIS, for electric energy in each applicable Settlement Interval (including the energy, congestion and losses components) at the SP-15 EZ Gen Hub.

20. Amendment to Exhibit A: Defined Terms.

Exhibit A is amended as follows:

- (a) The definition of “Delivery Point” is deleted and replaced with the following:

“Delivery Point” means the PNode assigned by the ISO to the Generating Facility at the Windhub Substation where the Generating Facility interconnects to the ISO Grid.
- (b) In the defined terms, “Green Attributes” is deleted in its entirety and replaced with the following:

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

“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as:

- (1) Any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants;
- (2) Any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere;¹
- (3) The reporting rights to these avoided emissions, such as Green Tag Reporting Rights.

Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser’s discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of energy.

Green Attributes do not include:

- (i) Any energy, capacity, reliability or other power attributes from the Project,
- (ii) Production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the Project that are applicable to a state or federal income taxation obligation,

¹ Avoided emissions may or may not have any value for GHG compliance purposes. Although avoided emissions are included in the list of Green Attributes, this inclusion does not create any right to use those avoided emissions to comply with any GHG regulatory program.

- (iii) Fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or
- (iv) Emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits.

If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

- (c) The following defined terms are hereby deleted in their entirety: “Permitted Lien,” “Secured Interest,” “Security Documents,” “Senior Lender” and “Subordination Agreement.”
- (d) Any references to “Senior Lender” set forth in the Agreement shall be replaced with “Lender.”
- (e) The defined term “Senior Loan” is hereby deleted in its entirety and replaced with the following:

““Senior Loan” means a loan provided by a Lender.”

21. Amendment to Exhibit B: Final Notice To Proceed

Exhibit B is hereby amended as follows:

- (a) The Site Description in Section 2 of Exhibit 1 to Final Notice Proceed is hereby deleted in its entirety and replaced with the following:

2. Site Description.

The Alta Wind VI Energy Center site will be located on portions of sections 1, 2, and 3 in Township 10N, Range 13W SBB&M, on portions of sections 14, 15, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30, 32, 33, 34, and 35 in Township 11N, Range 13W SBB&M, and on portions sections 13, 14, 15, 16, 17, 22, 23, 24, and 25 in T11N R 14W SBB&M in Kern County, CA.

- (b) The Site Map attachment to Exhibit 1 to Final Notice Proceed is hereby deleted in its entirety and replaced with the Site Map attachment attached to this Amendment as Exhibit A.

22. MISCELLANEOUS

- (a) CPUC Approval of Amendment No. 1 and Seller Indemnification for CPUC Disallowance.

SCE shall include this Amendment No. 1 in its 2011 Energy Resource Recovery Account (ERRA) application to the CPUC, which SCE anticipates will be filed on or about April 1, 2012. Seller shall indemnify and hold SCE harmless from and against any disallowance by the CPUC of any amounts paid by SCE to Seller for Pre-Term Product under this Amendment No. 1 (“Disallowance”); *provided, however,* that Seller’s indemnity obligation under this Section 20(a) shall expire on the date that any decision by the CPUC approving SCE’s 2011 ERRA application and any payments made by SCE to Seller pursuant to the Amendment No. 1 becomes final and non-appealable. If Seller is required to make an indemnification payment to SCE pursuant to this Section 20(a) for any Disallowance by the CPUC, then the Parties agree to work in good faith to restructure the purchase/sale of Pre-Term Product or otherwise resolve the Disallowance in a manner acceptable to both Parties. If within thirty (30) days the Parties fail to successfully restructure the purchase/sale of Pre-Term Product or otherwise reach agreement on an acceptable resolution of the Disallowance, then SCE shall have the option, upon Notice within five (5) Business Days after such failure, to accept the Disallowance and retain for its sole use and account all Pre-Term Product. If SCE does not elect to accept the Disallowance within the required period of time, then:

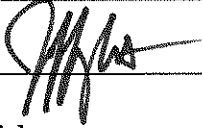
- (i) Seller, with respect to any and all Pre-Term Product that has been delivered to and paid for by SCE under this Amendment, shall have the option to either:
- (1) make the required indemnification payment to SCE and allow SCE to retain for SCE’s sole use and account all Pre-Term Product; or
 - (2) refund to SCE the greater of (A) the amount of the Disallowance, or (B) the difference between the Pre-Term Product Price and the applicable Real-Time Price, and, notwithstanding anything to the contrary in the Agreement, upon receipt of such refund SCE shall return the associated Green Attributes to Seller for Seller’s sole use and account or sales to one or more third parties.
- (b) Reservation of Rights. Each of the Parties expressly reserves all of its respective rights and remedies under the Agreement.
- (c) 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.

- (d) Governing Law. THIS AMENDMENT NO. 1 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. 1.
- (e) Successors and Assigns. This Amendment No. 1 shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- (f) 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. 1 on behalf of such Party and to bind such Party to this Amendment No. 1. Any written notice required to be given under the terms of this Amendment No. 1 shall be given in accordance with the terms of the Agreement.
- (g) Effective Date. This Amendment No. 1 shall be deemed effective as of the date upon which the last Party executes this Amendment No. 1 (“Amendment No. 1 Effective Date”).
- (h) Further Agreements. This Amendment No. 1 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.
- (i) Counterparts; Electronic Signatures. This Amendment No. 1 may be executed in one or more counterparts, each of which will be deemed to be an original of this Amendment No. 1 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. 1 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. 1 as to the Parties and may be used in lieu of the original Amendment No. 1 for all purposes.

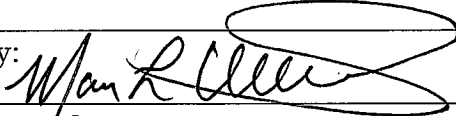
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RAP ID #6319, ALTA Wind VI, LLC

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be executed by their duly authorized representatives on the dates indicated below their respective signatures.

ALTA WIND VI, LLC a Delaware limited liability company.	SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation.
By:  _____ <i>Jeff Cast</i> <i>Vice President</i>	By: _____ <i>[Name]</i> <i>[Title]</i>
Date: _____	Date: _____

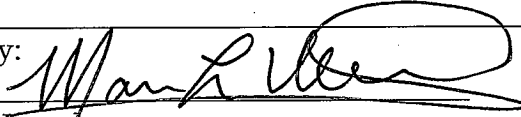
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be executed by their duly authorized representatives on the dates indicated below their respective signatures.

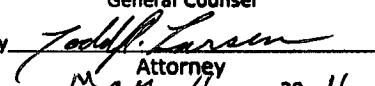
ALTA WIND VI, LLC a Delaware limited liability company.	SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation.
By: _____ [Name] [Title]	By:  [Name] Marc Ulrich [Title] Vice President Renewable and Alternative Power
Date: _____	Date: <u>5/4/2011</u>

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

RAP ID #6319, ALTA Wind VI, LLC

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be executed by their duly authorized representatives on the dates indicated below their respective signatures.

ALTA WIND VI, LLC a Delaware limited liability company.	SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation.
By: _____ [Name] [Title]	By:  [Name] [Title] Marc Ulrich Vice President Renewable and Alternative Power
Date: _____	Date: <u>5/4/2011</u>

APPROVED
RUSSELL C. SWARTZ
Sr. Vice President and
General Counsel
By: 
Attorney
May 4, 20 11

**EXHIBIT A
SITE MAP ATTACHMENT**

Intended For

**Exhibit 1 to Exhibit B (Notice to Proceed) of the
Generating Facility Power Purchase and Sale Agreement**

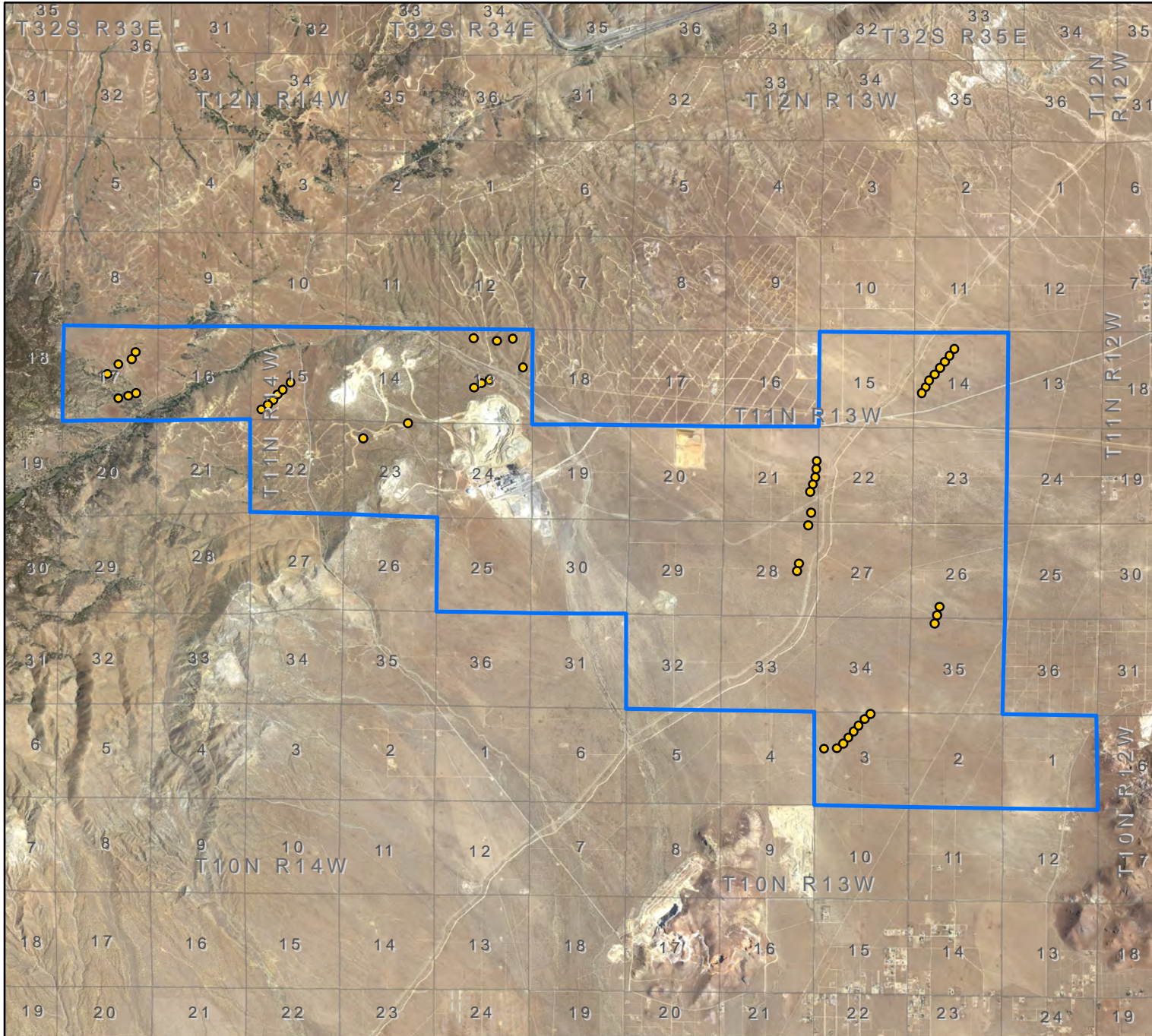
[Attached to Following Page]

(Subject to Change)

ALTA WIND VI ENERGY CENTER

Revision: C

Date: 03/31/2011



 Alta VI Project Boundary

 Alta VI Layout

Notes:
The Site consists of portions of the outlined property, some of which may be shared from time to time with other parties.

