

**FIRST AMENDMENT TO
WIND ENERGY SUPPLY AGREEMENT
BETWEEN**

**AND
PUBLIC SERVICE COMPANY OF COLORADO**

This First Amendment to Wind Energy Supply Agreement (the "First Amendment") is dated as of _____, 2002, between _____ ("Seller") and Public Service Company of Colorado ("PSCo"). All capitalized terms in this First Amendment shall have the same meaning as provided in the WESA, as herein defined.

WHEREAS, Seller and PSCo are entering into a Wind Energy Supply Agreement (the "WESA") as of the date hereof; and,

WHEREAS, on August 21, 2002, PSCo formally requested CPUC Approval (as defined prior to this First Amendment) in CPUC Docket No. 02A-438E; and,

WHEREAS, proceedings in CPUC Docket No. 02A-438E resulted, on September 26, 2002, in the execution and filing with the CPUC of a certain Stipulation and Settlement Agreement (the "Stipulation") among the active parties to the said docket; and,

WHEREAS, the Stipulation settled various issues that arose between and among the aforesaid active parties to CPUC Docket No. 02A-438E, and as part of the Stipulation it was agreed that the WESA should be amended; and,

WHEREAS, Seller and PSCo now desire to amend the WESA in furtherance of the Stipulation; and,

WHEREAS, if the CPUC approves the Stipulation, approves the WESA and approves this First Amendment, the Parties desire to deem the Commencement Condition of obtaining CPUC Approval as set forth in Section 2.2 of the WESA satisfied, and desire to provide that execution of an acceptable Interconnection Agreement between them shall be another Commencement Condition and desire to adjust the Contract Energy Payment Rate set forth in Section 8.2.

NOW THEREFORE, in recognition of their undertakings and agreements in the Stipulation and in consideration of the mutual covenants herein contained, the sufficiency and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Amendment of Section 1.18 (Definition of "CPUC Approval"). Section 1.18 of the WESA is hereby amended to read as follows:

"CPUC Approval" means a final, written order by the CPUC in CPUC Docket No. 02A-438E approving (i) the WESA, (ii) the First

Amendment to the WESA, and (iii) the terms and provisions of that certain Stipulation and Settlement Agreement dated September 26, 2002, entered into by PSCo, GE Wind Energy, LLC, and other active parties to CPUC Docket No. 02A-438E, and filed in CPUC Docket No. 02A-438E on September 26, 2002.

2. Amendment of Section 2.2 of the WESA (“Commencement Conditions”). Section 2.2 of the WESA is hereby amended to read, in its entirety, as follows:

2.2 Commencement Conditions.

(A) This WESA shall not be effective until all of the following Commencement Conditions (“Commencement Conditions”) have been satisfied or waived: (i) CPUC Approval; (ii) an Interconnection Agreement shall have been executed by the Parties; and (iii) the Commencement Condition set forth in Section 2.2(C), below.

(B) The Parties hereto agree that CPUC Approval required by Section 2.2(A) (i) has been obtained.

(C) Upon receipt of the interconnection study of the transmission costs associated with interconnecting Seller’s Facility to PSCo’s transmission system, Seller shall evaluate whether Seller will elect to mitigate transmission costs, if any, in excess of the transmission costs assumed in the evidence presented by PSCo to the CPUC in Docket No. 02A-438E. Seller shall provide to PSCo a copy of the interconnection study and Seller’s proposed mitigation plan, if any. PSCo shall determine, in its sole discretion, whether the transmission costs identified in the interconnection study, which cannot be eliminated by Seller, are materially different from the transmission costs assumed in the evidence presented by PSCo to the CPUC in Docket No. 02A-438E. PSCo shall notify Seller within 10 days of receiving Seller’s plan of PSCo’s determination. If PSCo determines that the transmission costs are not materially different, then this Commencement Condition shall be deemed satisfied. If PSCo determines that the transmission costs are materially different, the Parties agree to seek immediate, expedited approval from the CPUC of full cost recovery of these costs. If the CPUC approves such recovery by PSCo of these costs, then this Commencement Condition shall be deemed satisfied.

3. Amendment to Section 8.2 of the WESA (“Contract Energy Payment Rate”). Section 8.2 of the WESA is amended to be 8.2(A) and a new 8.2(B) is hereby added to read as follows:

(B) The foregoing provisions of Section 8.2(A) to the contrary notwithstanding, during the first and second Commercial Operation

Years, and during the first and second Commercial Operation Years only, the Contract Energy Payment Rate for Contract Energy, calculated in dollars per kilowatt-hour (“\$/kWh”) pursuant to Section 8.2(A), shall be reduced by \$0.0001/kWh.

4. No Other Amendment. Except as expressly amended hereby, the terms and provisions of the WESA shall remain in full force and effect.

5. Counterparts. This First Amendment may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date first stated above.

By: _____

Public Service Company of Colorado

By: _____
Paul Bonavia, Vice President