

1. Parties:

This Amendment No. 1 to the Power Purchase Contract between Renewable Energy Ventures Incorporated and Southern California Edison Company ("Contract") is entered into by Riverview Ventures, Incorporated, "Seller", a California Corporation and Southern California Edison, ("Edison") a California Corporation individually "Party," collectively "Parties."

2. Recitals:

This Amendment No. 1 to the Contract is made with reference to the following facts, among others:

2.1 The Contract was executed between Renewable Energy Ventures Incorporation and Southern California Edison Company as of the 16th day of April 1985.

2.2 The Contract was assigned to Riverview Ventures, Incorporated as of the 1st day of March 1987.

2.3 The Parties wish to define nameplate rating within the body of the Contract.

2.4 The Parties wish to increase the nameplate rating of the Contract by transferring to the Contract 3,080 kW of nameplate capacity from the Standard Offer No. 4 Power Purchase Contract executed between Renewable Energy Ventures Incorporated and Southern California Edison Company on October 2, 1986 and assigned to San Gorgonio Wind Associates 5 on July 20, 1987 identified as Cahuilla, QFID No. 6221,

2.5 Edison wishes to limit the size of Seller's Generating Facility on a nameplate rating basis and provide that Edison will not pay for Energy and capacity which is produced by any portion of the Generating Facility which is in excess of the Nameplate Rating.

2.6 The Parties wish to amend the Contract to reflect intentions referenced in this Section 2. The changes agreed to by amendment are set forth herein.

3. Agreement-:

The Parties agree to amend the Contract as follows:

3.1 Section 1.1 is amended to change the-location where notices should be mailed and shall now read as follows:

1.1 All notices shall be sent to Seller at the following address:

Santa Monica, CA Riverview Ventures, Incorporated
1299 Ocean Avenue, Suite 902,
90401."

3.2 Section 1.2a is amended to add the capacity being transferred from QFID No. 6221 and shall now read as follows:

"1.2a Nameplate Rating: 6,620 kW. The Parties agree that at Seller's option Seller may transfer 3,080 kW of Nameplate Capacity from Seller's Project covered by this Contract to Seller's adjacent Project covered by the San Geronio Wind Associates 4 Power Purchase Contract provided Seller issues formal notification to Edison no later than November 1, 1989."

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

"1.5 Contract Capacity: 2,714 kW."

3.4 Section 1.5.1 is amended to provide for the potential increase of as-available capacity that may be available and shall now read as follows:

"1.5.1 Estimated As-Available Capacity: 3,906 kW."

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

"1.6 Expected Annual Production: 14,497,800 kWh

3.6 Section 2 is amended to add a new Section 2.23.1 which shall read as follows:

"2.23.1 Nameplate Rating: The manufacturer's nameplate rating of a wind turbine generator, under specified conditions as designated by the manufacturer. It is usually indicated on a nameplate attached mechanically to the individual wind turbine generator or can be verified by published documents issued by the manufacturer."

3.7 Section 4 is amended to add a new Section 4.2.5 which shall read as follows:

"4.2.5 Seller shall not install Generating Facilities with Nameplate Ratings, which in the aggregate, exceed the Nameplate Rating as set forth in Section 1.2a."

3.8 Section 9 is amended to add a new Section 9.5 which shall read as follows:

"9.5 If the installed Nameplate Rating of the Generating Facility is greater than the Nameplate Rating identified in Section 1.2.a, Edison shall calculate the kWh's for which it will pay Seller for Energy and capacity by time of use periods as follows:

Nameplate Rating as Listed in

(Section 1.2.a/Installed Nameplate Rating) x kWh's by time of use period

4. Other Contract Terms And Conditions:

Except as expressly amended, the terms and conditions of the original Contract shall remain in full force and effect.

5. Effective Date:

This Amendment No. 1 shall become effective when it has been duly executed by the Parties. 6. Signature Clause: The signatories hereto represent that they have been appropriately authorized to enter into this Amendment No. 1 to the Contract on behalf of the Party for whom they sign. This Amendment No. 1 to the Contract is hereby executed as of this 16th day of November, 1987.

SOUTHERN CALIFORNIA EDISON COMPANY

By:

Name: Glenn J. Bjorklund

Title: Vice President

RIVERVIEW VENTURES, INCORPORATED

By:

Name: Frederick J. Noble

Title: President