

AMENDMENT AGREEMENT

This First Amendment to the Master Power Purchase and Sale Agreement and the Confirmation Agreement (Tolling) (collectively the "First Amendment") is made and entered into effective as of the 27th day of December, by and between Enron Power Marketing, Inc. ("EPMI") and Indeck Pepperell Power Associates, Inc. ("Indeck" and together with EPML, the "Parties").

WITNESSETH:

WHEREAS, the Parties desire to amend that certain Master Power Purchase and Sale Agreement (hereinafter the "Agreement") and Confirmation Agreement (Tolling) (hereinafter the "Confirmation"), both dated effective December 1, 2000, with respect to a tolling transaction;

NOW, THEREFORE, in consideration of the premises and the agreements herein contained, the Parties agree as follows:

1. All references in any writing related to the Agreement and Confirmation shall be to the Agreement and Confirmation as amended hereby.
2. All capitalized terms used herein unless otherwise defined shall have the meanings given to them in the Agreement and/or Confirmation.
3. All references to "Black Hills Pepperell Power Associates, Inc." wherever it appears in the Agreement and Confirmation shall be replaced with "Indeck Pepperell Power Associates, Inc."
4. Part III (1)(b)(2) of the Confirmation in the fifth sentence thereof shall be amended by replacing it with the following sentence:

"The Surplus shall be held by EPML through December 31, 2001, and shall be returned, less any additional amounts due EPML in respect of any outstanding obligations owed by Indeck under the Master Agreement, no later than January 12, 2002."

5. Part III(5) shall be revised, with respect to EPML only, to read as follows:

All Notices and Correspondence to EPML in respect of this Transaction shall be sent to:

Main Scheduling	Alternate Number	24 Hour Group	Fuel Related Queries
Contact	Day Scheduling	(After Hours)	Jim Hornco
Gerald Gilbert	(Corry Bentley)	1-800-349-5527	713-853-7898
713-853-3932 work	1-877-367-6601		
713-503-1025 mobile			
713-501-2984 pager			

6. The Parties hereby acknowledge and agree that, except as specifically amended hereby, the Agreement and Confirmation shall remain in full force and effect in accordance with their terms.
7. This First Amendment may be executed in counterparts, each of which taken together shall constitute one and the same instrument.

1-1A/5-9874.1

IN WITNESS WHEREOF, EPMI and Indeck, by their respective authorized representatives, have executed this First Amendment effective as of the date first written above.

ENRON POWER MARKETING, INC.

By: Kevin Presto
Name: Kevin Presto
Title: Vice President

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**INDECK PEPPERELL POWER
ASSOCIATES, INC.**

By: Maryse T. McCutchen
Name: Maryse T. McCutchen
Title: Asset Manager