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Colton, CA 92324
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September 17, 2004

California Energy Commission
Attn: Ms. Connie Bruins
1516 Ninth Street (MS-2000)
Sacramento, CA 95814

Re: Petition to Amend Commission Decision of the Alliance Century Docket No. 01-EP-4 (the project)

Dear Connie:

In accordance with California Code of Regulations, Title 20, Chapter 5, Article 3, section 1769 "Post Certification Amendments and Changes":

The project hereby petitions to amend to the Commission's Decision for the Alliance Century Energy Facility, Docket No. 01-EP-4 due to a change in ownership and a change in operator.

On July 20, 2001, the limited partnership known as Colton Power, LP was formed. Alliance Colton, LLC, the owner of the Century Energy Facility and the applicant who applied for CEC Certification of the project became a limited partner of Colton Power, LP and contributed all of its assets in the project to Colton Power, LP.

Alliance Colton, LLC continued to operate the project until October 10, 2003 when operation of the project was turned over to PurEnergy Operating Services, LLC. Concurrent with the change in operator, the Air District issued a new Permit to Operate in the name of PurEnergy Operating Services, LLC as the operator.

Attached for your review is an excerpt of the partnership agreement describing the formation of the partnership, Colton Power, LP and listing Alliance Colton, LLC as a limited partner.

Colton Power, LP hereby certifies that it understands the Conditions of Certification and agrees to comply with the conditions.

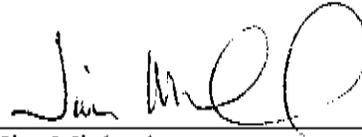
If you have any questions, please feel free to contact Joel Lepoutre at (909) 824-1942.

Sincerely,



Tom Murphy
Vice President of PE-Colton, LLC
As Managing General Partner for
Colton Power, LP
(315) 448-2266 ph
(315) 448-0264 fax

Date



Jim Michael
President of Alliance Colton, LLC
(303) 730-2328 ph
(303) 730-2518 fax

Date

Encl.

cc: Donald Scholl, PurEnergy, LLC
Jack Wolf, PurEnergy, LLC

AGREEMENT OF LIMITED PARTNERSHIP

OF

COLTON POWER L.P.

among

PE-COLTON, LLC

ALLIANCE COLTON, LLC,

and

GPSF – F INC.

Dated as of

July 20, 2001

Colton Gas-Fired Power Projects
Colton, California

**AGREEMENT OF LIMITED PARTNERSHIP
OF COLTON POWER L.P.**

THIS AGREEMENT OF LIMITED PARTNERSHIP (this "Agreement") of COLTON POWER L.P. (the "Partnership") is made and entered into as of July 20, 2001 by and among PE-COLTON, LLC, a Delaware limited liability company ("PurEnergy", or the "Managing General Partner"), as general partner; GPSF-F INC., a Delaware corporation ("GPSF-F"), as a limited partner; and ALLIANCE COLTON, LLC, a California limited liability company ("Alliance Colton"), as a limited partner. Capitalized terms used but not defined herein shall have the respective meanings as set forth on Schedule A hereto. The rules of usage set forth in Schedule A hereto shall apply to this Agreement.

WITNESSETH:

WHEREAS, the Partnership is developing two 40 megawatt gas-fired power plants located respectively at City of Colton, California, Drews Substation and City of Colton, California, Century Substation; and

WHEREAS, pursuant to the Purchase Agreement, and subject to the terms and conditions set forth therein, GPSF-F shall make a capital contribution to the Partnership on the date of the Initial Capital Contribution in exchange for a Limited Partnership Interest and thereafter make additional Capital Contributions subject to the terms and conditions of the Purchase Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual undertakings contained herein, the parties hereto hereby agree as follows:

Formation and Continuation of Partnership

Formation of Partnership; Name. The Partnership was formed on May 16, 2001 by the filing, pursuant to the Partnership Act, of the Certificate of Limited Partnership. The name of the Partnership is "Colton Power L.P."

Purpose; Business of the Partnership. The Partnership was formed for the purpose of constructing, owning, developing, operating, maintaining, repairing and disposing of the Projects or any part thereof; constructing, installing, leasing or otherwise acquiring, maintaining, repairing and disposing of any additional improvements to the Projects of any kind necessary or desirable in connection therewith and, by means thereof, producing and selling electricity; and any other purpose necessary, incidental or ancillary to the foregoing. The foregoing purposes, as effectuated pursuant to the provisions of Section 1.3, are herein referred to as the "Partnership Business."