

AMENDMENT TO POWER PURCHASE AGREEMENT

This Amendment Power Purchase and Agreement ("Amendment") is entered into as of _____, 2012, by and between Red Mountain Wind, LLC, (hereinafter "RMW") a Nevada limited liability company, and The Board of Regents of the Nevada System of Higher Education (hereinafter "Board of Regents") on behalf of The Desert Research Institute (hereinafter "DRI").

WHEREAS, on December 20, 2011, RMW and DRI entered into a Power Purchase Agreement ("Agreement") for the development, design, construction, ownership, and operation of a wind energy project ("Project") located primarily on the Dandini Research Park portions of which will be located on DRI's campus, and to sell the electricity produced by the Project to DRI.

WHEREAS, Section 25(d) of the Agreement provides that the Agreement may be amended by a writing signed by both parties.

WHEREAS, RMW and DRI desire to alter the location of certain components of the Project, and to execute this Amendment to achieve this end.

WHEREAS, RMW and DRI desire to specify with particularity the ownership of certain Project components.

WHEREAS, RMW and DRI desire to clarify that RMW shall have access to certain Project components.

WHEREAS, alteration of the location of certain project components as agreed will require that Exhibit D, Description and Maps of Premises and Exhibit H, Notice of Grant of Easement, be amended.

NOW, THEREFORE, in consideration of the payment of one dollar (\$1) from RMW to DRI upon execution of this agreement, receipt of which is hereby acknowledged by DRI, the premises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the December 20, 2011 Agreement as follows:

Description of Maps and Premises

1. Exhibit D of the Agreement shall be superseded and replaced by Exhibit D, attached hereto and included herein as Exhibit D.

Notice of Grant of Easement

2. RMW warrants that it has not recorded and will not record the Notice of Grant of Easement from DRI to RMW attached to the Agreement as Exhibit H.

3. RMW acknowledges and agrees that this Amendment serves as a rescission of the Notice of Grant of Easement attached to the Agreement as Exhibit H.

4. RMW and DRI agree that upon execution of this Amendment, the executed original Notice of Grant of Easement attached to the Agreement as Exhibit H shall be marked in large type with the word ("VOID").

5. The Notice of Grant of Easement in Exhibit H of the Agreement shall be superseded and replaced by Exhibit H attached hereto and included herein as Exhibit H.

6. The Chancellor may approve, upon the recommendation of the President, modifications or adjustments to the easement which do not increase the size of the easement by more than 10% of the square footage of the easement of this agreement.

Initials:

Red Mountain Wind, LLC _____

Desert Research Institute _____

1

Ownership of Project Components

7. Notwithstanding any other provision to the contrary in the Agreement, ownership of certain Project components is clarified as follows:

(a) Pursuant to the Local Electric Utility's Net Metering Rules, the Local Electric Utility owns all of the upstream cable and equipment from the primary metering cabinet to the Local Electric Utilities overhead power connection for the Project, including the 25kV fuse, power pole, and feeder from the fuse to the primary metering cabinet. The Local Electric Utility also owns the bi-directional meter, potential transformers, current transformers, test switch, and associated wiring that will be installed in the primary metering cabinet, and the Renewable Energy Credit Meter and associated potential transformers and current transformers.

(b) DRI owns all downstream cabling and equipment from the primary metering cabinet to the 25kV switchgear, including the primary metering cabinet, the feeder from the 25kV primary metering cabinet to the 25kV switchgear, all four sections of the 25kV switchgear, and the 557 vault; and

(c) RMW owns all cabling and equipment from the turbine to the load side of the section 4 25kV switchgear, including the 25kV transformer/ switch, the Renewable Energy Credit Meter Cabinet, and the 25kV feeder that terminates onto the load side of the section 4 25kV switchgear from the turbine.

Access Rights to Switchgear

8. For safety purposes, notwithstanding any other provision to the contrary in the Agreement, RMW shall have unrestricted access to section four of the 25kV switchgear owned by DRI such that RMW can isolate the turbine electrical system.

IN WITNESS WHEREOF, intending to be legally bound hereby, Red Mountain Wind, LLC and the Board of Regents of the Nevada System of Higher Education on behalf of the Desert Research Institute have executed this Amendment to the December 20, 2011 Power Purchase Agreement as of the date first set forth above.

The Board of Regents of the Nevada System of Higher Education on behalf of the Desert Research Institute

By: _____

Name: _____

Title: _____

Red Mountain Wind, LLC

By: _____

Name: _____

Title: _____

Initials:

Red Mountain Wind, LLC _____

Desert Research Institute _____

EXHIBIT D

DESCRIPTION AND MAPS OF PREMISES

All roads and utilities will be place inside the areas defined below and as indicated in Attachments D(1) below. All roads will make use of previously disturbed areas to the largest extent possible. Disturbed areas not required for access will be re-vegetated in a manner reasonably consistent with existing pre-construction conditions.

Locations will be as follows:

DRI Turbine Location

The DRI turbine will be located on the Dandini Research Park as follows:

Legal Description for West Turbine Enclosure: APN No. 035-011-01

Whereas a piece of land, Located in the State of Nevada, Township 20 North Range 19 East, in the N.W. ¼ of Section 25 M.D.B.& M. in the county of Washoe as shown in the Recorded Washoe County document, Record of Survey #832 more particularly described as follows.

Commencing at the North West Section Corner of Section 25 on said map, S77°53'07"E, 1270.91 feet to a Point of Beginning

Thence N 90°00'00" E 208.71 feet;

Thence S 00°00'00" E 208.71 feet;

Thence N 90°00'00" W 208.71 feet;

Thence N 00°00'00" E 208.71 feet to the Point of Beginning.

Containing 43,560 square feet or 1 acre.

The basis of bearing for this location is NAD 83. GPS RTK methods using the Washoe County community base station to establish the grid position. The values shown are using a grid to ground combo factor of 1.000197939.

DRI Access Road

Access to and from the wind turbine and the above-described Turbine Location on the Dandini Research Park is as follows:

Legal Description for West Turbine Road Access: APN No. 035-011-01

Whereas a piece of land, Located in the State of Nevada, Township 20 North Range 19 East, in the N.W. ¼ of Section 25 and the S.W. ¼ of Section 24 M.D.B.& M. in the county of Washoe as shown in the Recorded Washoe County document, Record of Survey #832 more particularly described as follows.

Commencing at the North West Section Corner of Section 25 on said map, S79°29'08"E 1461.65 feet to a Point of Beginning on the North Line of the West Turbine Enclosure. For access and egress purposes 20 feet wide lying 10 feet on each side of the following described line. The side lines of said 20 foot road to be extended or shortened to meet at angle points and to terminate at the said lines of beginning and termination.

Thence N05°14'28"W a distance of 111.90 feet;

Thence along a curve to the left with a radius of 245.00 feet, a central angle of 80°08'49"and an arc length of 342.71 feet;

Initials:

3

Red Mountain Wind, LLC _____

Desert Research Institute _____

Thence N85°23'17"W a distance of 99.53 feet;

Thence along a curve to the left with a radius of 880.00 feet, a central angle of 17°57'48" and an arc length of 275.90 feet;

Thence S76°38'55"W 85.22 feet;

Thence along a curve to the left with a radius of 333.00 feet, a central angle of 44°20'17" and an arc length of 257.69 feet;

Thence S32°18'38"W 226.72 feet;

Thence S27°53'06"W 175.93 feet;

Thence along a curve to the right with a radius of 230.00 feet, a central angle of 42°57'42" and an arc length of 172.46 feet;

Thence along a reverse curve with a radius of 200.00 feet, a central angle of 132°26'55" and an arc length of 462.33 feet;

Thence S61°36'07"E 50.93 feet;

Thence along a curve to the right with a radius of 130.00 feet, a central angle of 66°50'00" and an arc length of 151.64 feet;

Thence S05°13'52"W 43.27 feet Terminating on the north Right of Way line of Dandini Boulevard, per Deed of Dedication, Doc# 688135, Official Records of Washoe County.

Containing 49,126 square feet or 1.13 acres, more or less.

The basis of bearing for this road is NAD 83. By RTK methods using the Washoe Community base station to establish grid position. The values shown are using a grid to ground combo factor of 1.000197939.

DRI Research Park Utility Line

The Project will require an underground electrical utility line installation on the Dandini Research Park as follows:

Legal Description for West Electrical Line APN No. 035-011-01

Whereas a piece of land, Located in the State of Nevada, Township 20 North Range 19 East, in the N.W. ¼ of Section 25 M.D.B. & M. in the county of Washoe as shown in the Recorded Washoe County document, , Record of Survey #832 more particularly described as follows.

Commencing at the North West Section Corner of Section 25 on said map, S73°58'37"E 1292.83 feet to a Point of Beginning on the West Line of West Turbine Enclosure. For Electrical Lines purposes 5 feet wide lying 2.5 feet on each side of the following described line. Parallel sideline are to be extended or shortened at point of beginning and termination.

Thence along a non-tangent curve concave to the south with a radial bearing of S07°51'23"W, a radius of 100.00 feet, a central angle of 42°39'59" and an arc length of 74.47 feet;

Thence S55°11'24"W 123.18 feet;

Thence along a curve to the left with a radius of 25.00 feet, a central angle of 62°15'14" and an arc length of 27.16 feet;

Initials:

4

Red Mountain Wind, LLC _____

Desert Research Institute _____

Thence S07°03'50"E 362.92 feet;

Thence along a curve to the right with a radius of 50.00 feet, a central angle of 23°55'58" and an arc length of 20.89 feet;

Thence S16°52'08"W 95.75 feet;

Thence along a curve to the left with a radius of 50.00 feet, a central angle of 62°49'35" and an arc length of 54.83 feet;

Thence S45°57'27"E 53.49 feet;

Thence S71°07'24"E 128.20 feet;

Thence along a curve to the left with a radius of 100.00 feet, a central angle of 49°44'14" and an arc length of 86.81 feet;

Thence along a reverse curve with a radius of 400.00 feet, a central angle of 26°23'07" and an arc length of 184.20 feet;

Thence N85°31'29"E 37.95 feet;

Thence along a curve to the right with a radius of 110.00 feet, a central angle of 99°07'03" and an arc length of 190.29 feet;

Thence S04°38'32"W 401.08 feet;

Thence along a curve to the left with a radius of 20.00 feet, a central angle of 58°26'02" and an arc length of 20.40 feet;

Thence along a reverse curve with a radius of 330.00 feet, a central angle of 29°02'43" and an arc length of 167.29 feet;

Thence along a curve to the right, with a radius of 20.00 feet, a central angle of 43°35'05" and an arc length of 15.21 feet, Terminating on the north Right of Way line of Dandini Boulevard, per Deed of Dedication, Doc# 688135, Official Records of Washoe County.

Containing 10,220 square feet or 0.23 acres, more or less.

The basis of bearing for this road is NAD 83. GPS RTK methods using the Washoe County community base station to establish the grid position. The values shown are using a grid to ground combo factor of 1.000197939.

Initials:

5

Red Mountain Wind, LLC _____

Desert Research Institute _____

DRI Campus Utility Line

The Project will require an underground electrical utility line installation at the DRI Campus as follows:

Legal Description for the West South Electrical Easement APN No. 035-012-01

Whereas a piece of land, Located in the State of Nevada, Township 20 North Range 19 East, in the N.W. ¼ of Section 25 M.D.B. & M. in the county of Washoe as shown in the Recorded Washoe County document, , Record of Survey #832 more particularly described as follows.

Commencing at the North West Section Corner of Section 25 on said map, S43°57'51"E 2438.71 feet to a Point of Beginning on the south Right of Way line of Dandini Boulevard, per Deed of Dedication, Doc# 688135, Official Records of Washoe County. For Electrical Lines purposes 5 feet wide lying 2.5 feet on each side of the following described line. The side lines of said 5 foot easement to be extended or shortened to meet at angle points and to terminate at the said lines of beginning and termination.

Thence S34°27'48"W 18.93 feet;

Thence along a curve to the left with a radius of 10.00 feet, a central angle of 75°08'12" and an arc length of 13.11 feet;

Thence S40°40'24"E 116.34 feet; to Point 'A', said point being the end of the strip and the true Point of Beginning for the Electrical Enclosure;

Thence N49°19'36"E 15.00 feet;

Thence S40°40'24"E 20.00 feet;

Thence S49°19'36"W 17.50 feet;

Thence N40°40'24"W 20.00 feet;

Thence N49°19'36"E 2.50 feet returning to said Point 'A' being the Terminus of said easement line and enclosure easement.

Containing 1,092 square feet or 0.03 acres, more or less.

The basis of bearing for this easement is NAD 83. GPS RTK methods using the Washoe County community base station to establish the grid position. The values shown are using a grid to ground combo factor of 1.000197939.

Descriptions Prepared by:
Telesto Nevada, Inc.
5490 Longley Lane
Reno, NV 89511



Mike Ulving Date: August 6, 2012
[Printed Name of Surveyor]

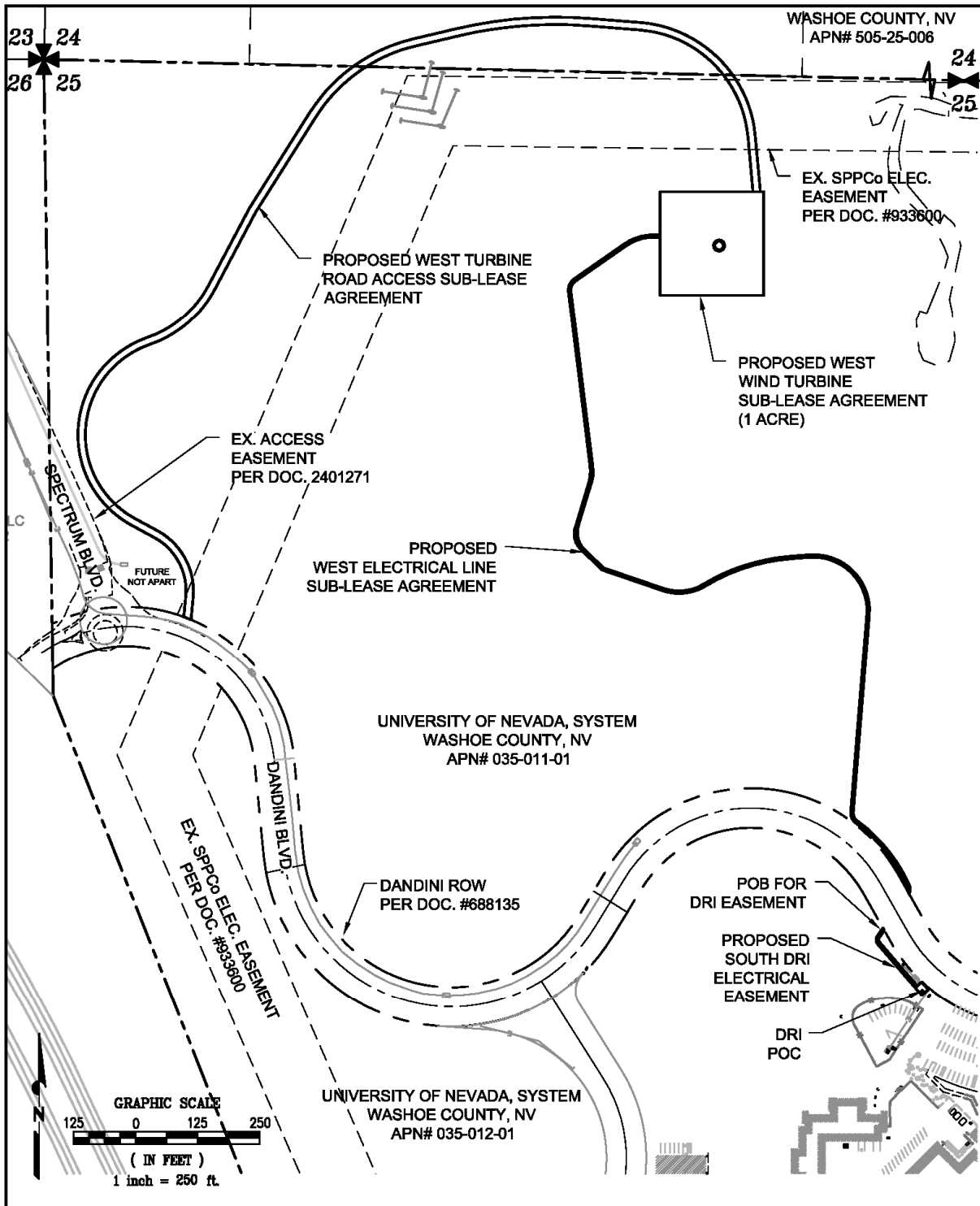
(Seal and Signature)

ATTACHMENT D(1) ON FOLLOWING PAGE

Initials:

Red Mountain Wind, LLC _____

Desert Research Institute _____



Initials:

Red Mountain Wind, LLC _____

Desert Research Institute _____

EXHIBIT H
(On following page)

Initials:

Red Mountain Wind, LLC _____

Desert Research Institute _____

APN No. 035-012-01

When recorded return to:
Clean Energy Center, LLC
Attn: Rich Hamilton
4865 Joule Street
Reno, NV 89502

(Space above this line for recorder's use)

NOTICE OF GRANT OF EASEMENT FOR ELECTRIC FACILITIES

THIS INDENTURE, made and entered into this _____ day of _____, 2011 by and between the Board of Regents of the Nevada System of Higher Education on behalf of the Desert Research Institute hereinafter referred to as "Grantor") and Red Mountain Wind, LLC, (hereinafter referred to as "Grantee").

WITNESSETH:

THAT THE GRANTOR, for and in consideration of the sum of \$_____ in hand and paid by the Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, does by these presents grant to Grantee, its successors and assigns, non-exclusive and permanent easements and rights of way to construct, erect, alter, maintain, inspect, repair, reconstruct, and operate one underground electric distribution facilities, together with the appropriate underground foundations, markers, conduits, pull boxes, vaults, fixtures, surface mounted transformers, switchgear, and other necessary appurtenances connected therewith, across, upon, under, and through the following described property situated in the County of Washoe, State of Nevada, to wit:

Said Easement being more particularly described on Exhibit A attached hereto and by reference made a part hereof.

IT IS FURTHER AGREED

1. That Grantee, its successors and assigns, shall have at all times ingress and egress to the above-described land for the purpose of constructing, repairing, renewing, altering, changing, patrolling and operating said distribution facilities.
2. That Grantee, its successors and assigns, shall be responsible for any damage to personal property or improvements, suffered by Grantor, by reason of construction, maintenance, repair or performance of any other rights herein set forth to the extent authorized by law.
3. That Grantee, its successors and assigns, will at all times save and hold harmless the Grantor, his heirs, successors and assigns of any and all loss, damage, or liability he may suffer or sustain by reason of any injury or damage to any person or property caused by the construction, maintenance, or operation of said facilities by Grantee.

4. Grantor shall not erect or construct, nor permit to be erected or constructed any building or structure, nor permit any activity which in the judgment of the Grantee is inconsistent with the Grantee's use of said easement.

5. Grantee, its successors and assigns, shall have the right to remove or clear any and all buildings, structures, combustible materials, trees, brush, debris, or any other obstruction for said right of way, which in the judgment of Grantee may interfere with or endanger the construction, operation, and maintenance of said facilities.

TOGETHER WITH ALL AND SINGULAR, the tenements, hereditaments, and appurtenances thereunto belonging or appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, The Grantor has caused these presents duly to be executed the day and the year first above written.

BOARD OF REGENTS OF THE NEVADA
SYSTEM OF HIGHER EDUCATION on
behalf of THE DESERT RESEARCH INSTITUTE

by: _____

STATE OF _____ }

ss.

COUNTY OF _____ }

On the _____ day of _____, 2012, before me, a Notary Public authorized by the uniform law on notarial acts to perform notarial acts in and for the state and county indicated below, personally appeared _____, known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he or she executed said instrument for the purposes therein contained as his or her free and voluntary act and deed.

NOTARY PUBLIC

My Commission Expires: _____

(SEAL)

EXHIBIT A

Whereas a piece of land, Located in the State of Nevada, Township 20 North Range 19 East, in the N.W. ¼ of Section 25 M.D.B.& M. in the county of Washoe as shown in the Recorded Washoe County document, Record of Survey #832 more particularly described as follows.

Commencing at the North West Section Corner of Section 25 on said map, S43°57'51E 2438.71 feet to a Point of Beginning on the south Right of Way line of Dandini Boulevard, per Deed of Dedication, Doc# 688135, Official Records of Washoe County. For Electrical Lines purposes 5 feet wide lying 2.5 feet on each side of the following described line. The side lines of said 5 foot easement to be extended or shortened to meet at angle points and to terminate at the said lines of beginning and termination.

Thence S34°27'48"W 18.93 feet;

Thence along a curve to the left with a radius of 10.00 feet, a central angle of 75°08'12" and an arc length of 13.11 feet;

Thence S40°40'24"E 116.34 feet; to Point 'A', said point being the end of the strip and the true Point of Beginning for the Electrical Enclosure;

Thence N49°19'36"E 15.00 feet;

Thence S40°40'24"E 20.00 feet;

Thence S49°19'36"W 17.50 feet;

Thence N40°40'24"W 20.00 feet;

Thence N49°19'36"E 2.50 feet returning to said Point 'A' being the Terminus of said easement line and enclosure easement.

Containing 1,092 square feet or 0.03 acres, more or less.

The basis of bearing for this easement is NAD 83. GPS RTK methods using the Washoe County community base station to establish the grid position. The values shown are using a grid to ground combo factor of 1.000197939.

Descriptions Prepared by:

Telesto Nevada, Inc.
5490 Longley Lane
Reno, NV 89511

Mike Ulving Date: August 6, 2012
[Printed Name of Surveyor]



(Seal and Signature)