

**FIRST AMENDMENT TO
POWER PURCHASE AGREEMENT**

This **FIRST AMENDMENT TO POWER PURCHASE AGREEMENT** (this “Amendment”) is made as of September 8, 2015, by and between the City of Grand Island, Nebraska doing business as the City of Grand Island, a municipal corporation and City of the First Class organized and existing pursuant to Neb. Rev. Stat. §§ 16-101 et. seq., and under the laws of the State of Nebraska (hereinafter “**Grand Island**”) and **Prairie Breeze Wind Energy III LLC** a Delaware limited liability company (hereinafter “**Seller**”).

RECITALS

WHEREAS, on June 9, 2015, Seller and Grand Island (collectively, the “**Parties**”) entered into a Power Purchase Agreement (the “**PPA**”); and

WHEREAS, the Parties now mutually desire to modify certain terms and conditions of the PPA, as set forth herein;

NOW THEREFORE, in consideration of the foregoing, of the mutual covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree to the following:

1. Amendments.
 - a. Section 7.1 – Delivery Point. Section 7.1 is hereby deleted in its entirety and replaced with the following:

“The “Delivery Point” shall mean the point where the Transmission Owner’s 230kV transmission line meets the last structure inside the fence of the 230 kV Collector Substation. Grand Island has reviewed all of Seller’s Interconnection Facilities required to connect the Plant with the Delivery Point (as such term is described in Exhibit B).”
 - b. Exhibit A – Seller’s Interconnection Facilities Description. Exhibit A is hereby deleted in its entirety and replaced with the new form of Exhibit A attached hereto.
 - c. Exhibit B –Description of Delivery Point. Exhibit B is hereby deleted in its entirety and replaced with the new form of Exhibit B attached hereto.
2. Representations Regarding this Amendment. By its execution hereof, each Party represents and warrants that it is authorized to enter into this Amendment, that this Amendment does not conflict with any contract, lease, instrument, or other obligation to which it is a party or by which it is bound, which conflict could reasonably be expected to have a material adverse effect on the ability of such

Party to perform its obligations hereunder, and that this Amendment represents its valid and binding obligation, enforceable against it in accordance with its terms.

3. No Other Amendments. Except as specifically provided in this Amendment, no other amendments, revisions, or changes are made or have been made to the PPA. All other terms and conditions of the PPA remain in full force and effect and the Parties hereby ratify and confirm their rights, obligations, and representations under the PPA, as amended hereby.
4. Conforming References. Upon the effectiveness of this Amendment, each reference in the PPA to “this Agreement”, “thereunder”, “hereto”, “herein”, or words of like import, shall mean and be a reference to the PPA as amended hereby.
5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.
6. Applicable Law. This Amendment and the rights and duties of the Parties hereunder shall be governed by and construed, enforced, and performed in accordance with the laws of the state of Nebraska, without regard to principles of conflict of laws.
7. Effectiveness of Amendment. The amendments to the PPA contained in this Amendment are effective once this Amendment is executed by both of the Parties.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives and their corporate seals affixed hereto effective the day and year first above written.

ATTEST:

**THE CITY OF GRAND ISLAND, NEBRASKA
DOING BUSINESS AS THE CITY OF GRAND
ISLAND**

By: *Rafael Edwards*
Printed Name: *Rafael Edwards*
Its: *City Clerk*

By: *Jeremy L. Jensen*
Printed: *Jeremy L. Jensen*
Its: *Mayor* *9/8/2015*

ATTEST:

PRAIRIE BREEZE WIND ENERGY III LLC

By: *William Borders*
Printed Name: *William Borders*
Its: *Deputy General Counsel*


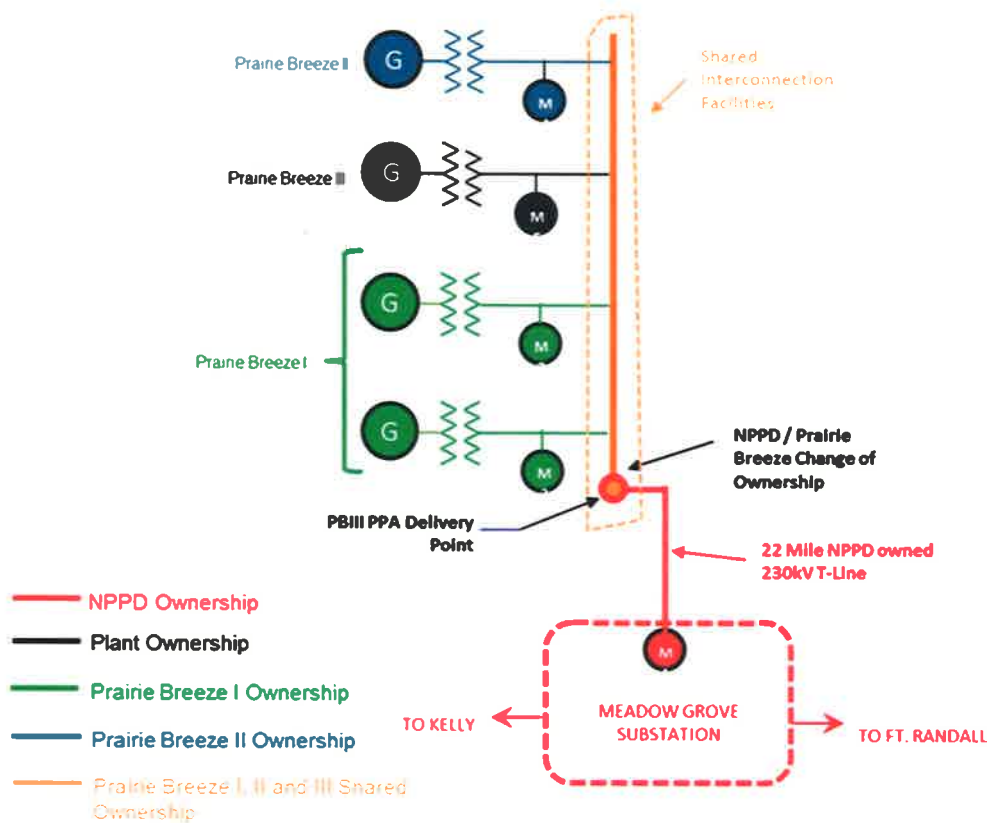
By: 
Printed:
Its: *Vice President*
Steven D. Ryder
Vice President

EXHIBIT A – SELLER'S INTERCONNECTION FACILITIES DESCRIPTION

Interconnection Facilities are depicted in the following figure and described in further detail below.



The facilities described in this Exhibit are based on the expected Generator Interconnection Agreement to be executed with Nebraska Public Power District and SPP.

1. Interconnection Facilities:

(a) Seller's Interconnection Facilities to be designed, procured, constructed, installed, maintained, and owned by Seller:

- 34.5 kV underground cable collection circuits related to the Plant
- 34.5 kV to 230 kV Transformer serving the Plant with associated 34.5 kV and 230 kV switchgear;
- Reactive power compensation equipment, related to the Plant, to maintain power factor at the point of interconnection per the Generator Interconnection Agreement. All Plant related relay, metering, protection, control and communication systems required to protect Seller's Interconnection Facilities and the Plant and coordinate with Transmission Owner's relay, protection, control, and communication systems.

(b) Shared Interconnection Facilities:

- Overhead 230kV bus work including steel structures in Seller's collection substation from the meter serving the Plant to the Transmission Owner's dead end structure
- Relaying, control and automation systems serving Seller's 230kV Bus located inside or outside the Seller's Substation control house
- Substation common items such as fences, access roads, station service power supply, telecommunications, substation control house, land, etc.

2. Location of Transmission Interconnection Point:

The Plant will interconnect to SPP via the Meadow Grove 230 kV substation. The Meadow Grove Substation is located at the eastern end of an existing transmission line owned by Nebraska Public Power District and connected to the Prairie Breeze Wind Farm Substation, pursuant that that certain Generator Interconnection Agreement to be executed by and between Seller, Nebraska Public Power District, and the Southwest Power Pool, Inc. The figure below shows the transmission infrastructure in the vicinity of the Plant.

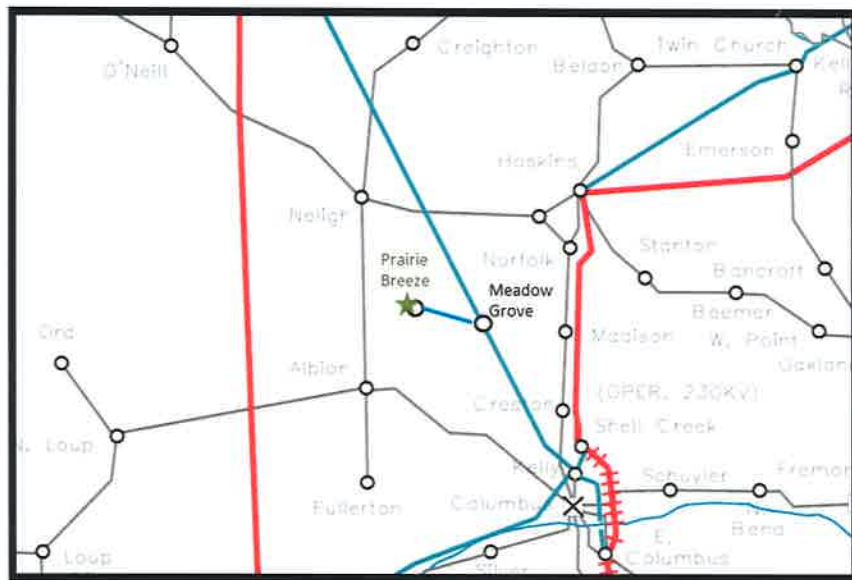


Exhibit B
Description of the Delivery Point

The "Delivery Point" shall mean the point where the Transmission Owner's 230kV transmission line meets the last structure inside the fence of the 230 kV Collector Substation.