

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN
THE DEPARTMENT OF DEFENSE, AND THE DEPARTMENT OF THE NAVY,**

AND

**E.ON CLIMATE & RENEWABLES NORTH AMERICA, LLC, AND
PATRIOT WIND FARM, LLC**

Parties: Department of Defense (**DoD**)
Department of the Navy (**Navy**)
E.ON Climate & Renewables North America, LLC (**ECRNA**)
Patriot Wind Farm, LLC

The Parties are the current parties-in-interest under an Agreement effective on November 16, 2012 (**Agreement**) and the Parties desire to amend that **Agreement** as set forth herein to be effective as of the date of final signature.

The Parties agree as follows:

A. Amended Terms.

1. Section (B)(1) is hereby deleted in its entirety and replaced with the following Section (B)(1):

“Patriot Wind will provide a voluntary contribution of funds in the amount of \$750,000.00 (**Voluntary Contribution**) to the DoD in accordance with Reference (a). Patriot Wind will transfer these funds, in the manner specified by the DoD Siting Clearinghouse letter of March 1, 2013 (**Siting Clearinghouse Letter**), twelve (12) months prior to the date that wind turbine rotors within the Wind Project are permitted by Patriot Wind to spin or operate. These funds are being offered and will be accepted in accordance with Section 358(g) of reference (a). The DoD will accept the offered funds and will transfer the funds to appropriate Navy accounts for execution. To the extent that the terms of the **Siting Clearinghouse Letter** conflict with the terms of this **Agreement**, the terms of the **Agreement** shall control.”

2. The first sentence of the second paragraph of Section (B)(3) is hereby deleted in its entirety and replaced with the following sentence:

“The Working Group, which will be chaired by Commanding Officer, NASK, shall first meet within thirty (30) days after the date the **Voluntary Contribution** is paid to the DoD to discuss the mitigation measures that have been implemented and to identify which mitigation measures shall be implemented moving forward.”

3. ECRNA was inadvertently entitled E.ON CLIMATE, RENEWABLES, NORTH AMERICA; E.ON CLIMATE AND RENEWABLES, NORTH AMERICA; and E.ON CLIMATE AND RENEWABLES NORTH AMERICA, LLC, within the **Agreement**. Said references are hereby deleted and replaced with “E.ON Climate & Renewables North America, LLC”.

4. Patriot Wind Farm LLC, was formerly entitled Petronila Wind Farm, LLC. Any reference to “Petronila” within the **Agreement** is hereby deleted and replaced with “Patriot”.

B. General Provisions.

1. The Parties hereby agree that this Amendment No. 1 is hereby incorporated into and made a part of the **Agreement** for all effects and purposes. The Parties hereto further agree that except as amended by this Amendment No. 1, the **Agreement** and all of its terms and conditions (a) remain in full force and effect and such terms and conditions are legally binding upon the Parties hereto and thereto; (b) constitutes the entire agreement between the Parties with respect to the Wind Project; (c) is valid and in full force and effect; (d) there are no defaults existing, nor has any act or omission occurred which, solely as a result of the giving of notice or passage of time, or both, would constitute a default; and (e) there are no payments currently due under the **Agreement**.

2. This Amendment No. 1 will be effective as against all Parties as of the effective date.

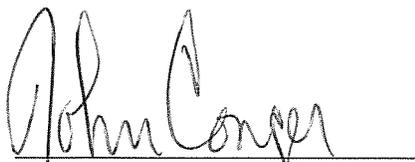
3. This Amendment No. 1 may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK; SIGNATURE PAGES ARE MADE PART OF THIS AMENDMENT 1 TO AGREEMENT AND FOLLOW AT PAGES 3-5]

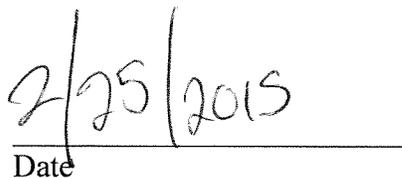
AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE DEPARTMENT OF DEFENSE, AND THE DEPARTMENT OF THE NAVY, AND E.ON CLIMATE & RENEWABLES NORTH AMERICA, LLC, AND PATRIOT WIND FARM, LLC

IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment 1 to Agreement as of the Effective Date.

U.S. DEPARTMENT OF DEFENSE:



John Conger
Performing the Duties of the
Assistant Secretary of Defense
(Energy, Installations and Environment)



Date

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U.S. DEPARTMENT OF THE NAVY:



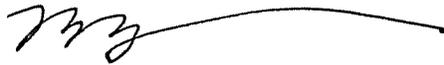
Steve Iselin
Principal Deputy Assistant Secretary of the Navy
Energy, Installations and Environment

2/19/15

Date

IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment 1 to Agreement as of the Effective Date.

PATRIOT WIND, LLC

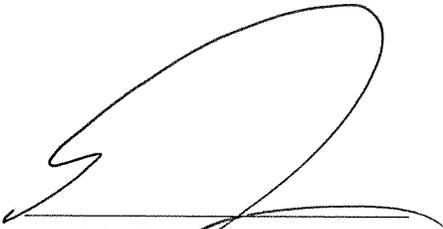


Paul Bowman
Senior Vice President

2/18/15

Date

E.ON CLIMATE & RENEWABLES NORTH AMERICA, LLC



Patrick Woodson
Vice President

2/18/15

Date