

**FIRST AMENDMENT TO  
WIND ENERGY LEASE AGREEMENT**

This FIRST AMENDMENT TO WIND ENERGY LEASE AGREEMENT (this "Amendment") is entered into this 17<sup>th</sup> day of November, 2009 by and between Kittitas County, a subdivision of the State of Washington ("Owner"), and Vantage Wind Energy LLC, a Delaware limited liability company ("Tenant").

**RECITALS**

A. Owner and Tenant are parties to that certain Wind Energy Lease Agreement dated September 16, 2008 (the "Lease"), pursuant to which Tenant leases from Owner certain property in Kittitas County, Washington for the construction and operation of wind energy conversion facilities and related electrical generation and transmission structures, all as more particularly described in the Lease.

B. Owner and Tenant now wish to replace the legal description of the Property covered by the Lease and to designate an address where Tenant can send notices to Owner under the Lease.

C. The Parties therefore wish to amend the Lease according to the terms and conditions of this Amendment. Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Lease as follows:

**AGREEMENT**

**1. Description of the Property**

Exhibit A of the Lease is hereby replaced in its entirety with Schedule A attached hereto, such that the property legally described on Schedule A shall become the Property for all purposes of the Lease. Moreover, the map attached behind Exhibit A of the Lease shall also be replaced with the map attached behind Schedule A of this Amendment.

**2. Owner Address**

Owner hereby designates the following as its address for notices purposes under Section 21 of the Lease:

Kittitas County Solid Waste Programs  
925 Industrial Way  
Ellensburg, WA 98926  
Atten: Patti Johnson, Director

**3. Ratification; Interpretation**

Except as expressly amended by this Amendment, the Lease remains in full force and effect unamended, and all of the terms and provisions of the Lease are ratified and confirmed. In the event of any inconsistency between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall prevail.

**4. Execution of Amendment**

This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument. Additionally, delivery of a Party's signature by facsimile, telecopy, or electronic mail shall be deemed to be the delivery of that Party's original signature, provided that such Party's original signature is thereafter mailed to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first above written.

**OWNER:**

Kittitas County,  
a subdivision of the State of Washington

By: [Signature]  
Name: alan crankovich  
Title: BOCC Chair

By: [Signature]  
Name: Paul Jewell  
Title: BOCC Vice-Chair

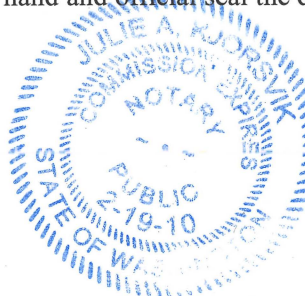
By: [Signature]  
Name: mark mcclain  
Title: Commissioner

**ACKNOWLEDGEMENT**

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KITTITAS )

On this 17th day of November, 2009 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared alan crankovich, Paul Jewell, and mark mcclain, to me known to be the duly elected, qualified and acting County Commissioners of Kittitas County, Washington, who executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said County, for the uses and purposes therein mentioned, and each on oath stated that they were authorized to execute said instrument by resolution of the Board of County Commissioners of said County, and that the seal affixed is the official seal of said County.

GIVEN UNDER my hand and official seal the day and year last above written.



[Signature]  
(Signature of Notary)

Julie A. Kjorsvik  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Ellensburg  
My appointment expires: 02-19-10

**TENANT:**

Vantage Wind Energy LLC,  
a Delaware limited liability company

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**James J. Shield**  
**Vice President**

**ACKNOWLEDGEMENT**

STATE OF ILLINOIS )

) ss.

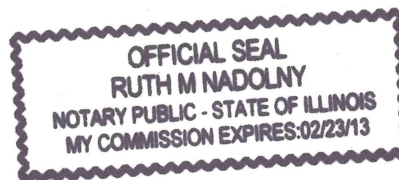
COUNTY OF Cook )

On Dec. 4, 2009 before me, Ruth M. Nadolny, a Notary Public in and for said County and State, personally appeared James J. Shield, known to me to be the person whose name is subscribed to the within instrument and acknowledged before me that he executed the same in his authorized capacity on behalf of VANTAGE WIND ENERGY LLC, and that by his signature on the instrument, the entity upon behalf of which he acted executed the instrument as its free and voluntary act for the purposes therein stated.

WITNESS my hand and official seal.

Ruth M. Nadolny  
NOTARY PUBLIC

My commission expires: 2-23-13



## SCHEDULE A

### THE PROPERTY

A TRACT OF LAND BEING A PORTION OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 21 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 21 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N89°50'06"W ON THE SOUTH LINE OF SAID SECTION 16, A DISTANCE OF 1083.13 FEET;

THENCE N19°08'02"E, A DISTANCE OF 1236.61 FEET;

THENCE N26°30'24"W, A DISTANCE OF 645.43 FEET;

THENCE N07°23'23"W, A DISTANCE OF 438.70 FEET;

THENCE N80°53'35"W, A DISTANCE OF 868.21 FEET;

THENCE N18°55'17"W, A DISTANCE OF 1209.83 FEET;

THENCE N25°03'18"W, A DISTANCE OF 1113.82 FEET;

THENCE N08°07'46"E, A DISTANCE OF 932.55 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 16;

THENCE N89°36'15"E, A DISTANCE OF 993.67 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF VANTAGE HIGHWAY.

THENCE ON SAID SOUTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

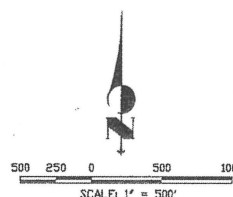
1. S45°20'48"E, A DISTANCE OF 1241.82 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 31°01'53", A RADIUS OF 1482.50 FEET, A DISTANCE OF 802.92 FEET TO A POINT OF NON-TANGENCY, SAID POINT BEING A POINT ON THE EASTERLY LINE OF SAID SECTION 16;

THENCE S00°27'15"E ON SAID EAST LINE A DISTANCE OF 1446.96 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 16;

THENCE S00°38'43"E ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16, A DISTANCE OF 2699.27 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 188.95 ACRES.

# EXHIBIT



LEGEND

- RIGHT-OF WAY MARKER  
4-1/2" X 4-1/2" CONCRETE POST
- UTILITY POLE
- POLE

4			
3			
2			
1			
NO.	REVISION	BY	DATE
OWN. BY WCL		CHK. BY WCL	
SCALE 1"=500'		DATE 03/09/09	
JOB NO. 29738.00		SHT. 1 OF 1	

EXHIBIT

INVENERGY/KITTITAS

REVISÉD WESTERLY LEASE LINE



## I-R ENGINEERING

A Westrian Company

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