

EXHIBIT K

The below described is SIGNED.

(tjc)

Dated: January 18, 2012

William J. Thurman
WILLIAM T. THURMAN
U.S. Bankruptcy Chief Judge



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

In re

RENEWABLE ENERGY DEVELOPMENT
CORPORATION,

Debtor.

Bankruptcy No. 11-38145 (WTT)

Chapter 7

**ORDER APPROVING BID PROCEDURES FOR SALE OF
SUBSTANTIALLY ALL OF THE DEBTOR'S ASSETS**

The Trustee's Motion for Order (A) Approving Bid Procedures for Sale of Substantially All of the Debtor's Assets, (B) Authorizing the Sale of the Debtor's Assets Free and Clear of Liens, Claims, Encumbrances, and Interests, (C) Waiving the 14 Day Stay Otherwise Applicable under Bankruptcy Rules 6004 and 6006, and (D) Authorizing Assumption and Assignment of Executory Contracts and Unexpired Leases (the "Motion"¹) came on for hearing before this Court on January 18, 2012 at 1:00 p.m. with regard to approval of the Bid Procedures.² Appearances were noted on the record of the hearing on the Motion. The Court having considered the Motion, having determined that appropriate notice of the Motion was provided to creditors and parties in interest in this case, having heard the statements of counsel at the hearing in support of

¹ Unless otherwise defined, capitalized terms used in this Order shall have the meanings ascribed to them in the Motion.

² The remaining aspects of the Motion, other than approval of the Bid Procedures, will be addressed at a later date.

the Motion, and good cause appearing to grant the relief sought through the Motion, it is hereby

ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The Motion is granted in part, specifically with regard to the Court's approval of the Bid Procedures.
2. All objections to the Motion or the relief requested in the Motion related to the Bid Procedures that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are overruled on the merits.
3. The Bid Procedures, in the form attached as Exhibit 1 to this Order, are approved in all respects.
4. The Auction for the Assets shall take place at 10:00 a.m. on January 27, 2012 at the offices of the Trustee's counsel, Parsons Kinghorn Harris, P.C., 111 East Broadway, 11th Floor, Salt Lake City, Utah 84111.
5. The Sale Hearing to approve the Successful Bid(s) for the Assets shall be held before this Court on January 30, 2012 at 11:30 a.m.
6. On or before January 26, 2012, the Trustee will file a notice (the "Cure Notice") with the Court and serve such Cure Notice on each non-debtor party to those executory contracts and unexpired leases that the Trustee determines, in the exercise of his business judgment, are necessary to maximize value of any proposed transaction(s). The Cure Notice shall designate the proposed purchaser(s) and shall provide information regarding adequate assurances of future performances.

7. The Cure Notice shall state the cure amounts that the Trustee believes are necessary to assume such contracts and leases pursuant to Bankruptcy Code § 365 (the "Cure Amount") and notify the non-debtor party that such party's contract or lease may be assumed and assigned to the purchaser of the Assets should the sale be consummated. The Cure Notice shall set a deadline by which the non-debtor party shall file an objection to the Cure Amount, adequate assurances of future performance or assumption and assignment.

8. At the Sale Hearing, the Court shall consider approval of the assumption and assignment of any Assigned Agreements to the Successful Purchaser(s).

— END OF ORDER —

ORDER SIGNED

EXHIBIT 1

ORDER SIGNED

RENEWABLE ENERGY DEVELOPMENT CORPORATION

The Bid Procedures

Set forth below are the bid procedures (the "Bid Procedures") to be employed with respect to the prospective sale(s) (the "Sale(s)") of the business and assets of Renewable Energy Development Corporation (the "Debtor") in connection with case number 11-38145 (the "Bankruptcy Case") pending in the United States Bankruptcy Court for the District of Utah (the "Bankruptcy Court"). George Hofmann, in his capacity as Chapter 7 trustee (the "Trustee") of the Debtor's bankruptcy estate will seek entry of an order from the Bankruptcy Court authorizing and approving Sale(s) of the assets to the Qualified Bidder(s) (as hereinafter defined) as the Trustee, in the exercise of his business judgment after consultation with his advisors may determine to have made the highest or otherwise best offers to purchase assets (the "Successful Bidder(s)").

Stalking Horse Bid

The Trustee has received a "stalking horse" bid proposal from Sustainable Power Group, LLC or its assigns ("SPG"). SPG has proposed to buy the following portion of the Assets (collectively, the "SPG Assets"³):

- A. the Debtor's member or equity interests in: UofU Solar 1, LLC, REDCO-CIN Solar 1, LLC, OUS Solar 1, LLC, OUS Solar 2, LLC, and OUS Solar 4, LLC;
- B. all right, title and interest in and to the Intellectual Property;
- C. all ownership, leasehold and real property interests of whatever nature, except those "Excluded Leases" contained in Exhibit A to the Stalking Horse Bid (as defined below), including the Cal Farley's Boys Ranch Lease Option Agreement, the Cal Farley's Ranch MET Tower Agreement, the Option Agreement for Rooftop Lease with Prudential REIT (together with any other intangible assets related to the Prudential contract and project, including, without limitation, all buildings, structures, fixtures and other improvements situated thereon or attached thereto), and including all of Seller's right, title and interest in and to all leases, subleases, franchises, licenses, permits, easements, privileges, rights-of-way, riparian and other water rights, lands underlying any adjacent streets or roads and appurtenances pertaining to or accruing to the benefit of such property;
- D. all Equipment used in the operation of the Business, wherever located and all warranties and guarantees, if any, express or implied, existing on the Closing Date for the benefit of the Seller in connection with the Equipment;

³ To the extent there are any inconsistencies between any summary description of the Stalking Horse Bid and the terms and conditions of the Stalking Horse Bid, the terms and conditions of the Stalking Horse Bid control.

E. all management information systems, computers, hardware and software either owned by the Seller or otherwise used in the operation of the Business;

F. with the exception of the books and records included in the definition of Excluded Assets below, all books, records and accounts, correspondence, production records, technical, accounting, manufacturing and procedural manuals, customer lists, vendor lists, employment records, research material, drawings, studies, reports or summaries relating to any environmental conditions or consequences of any operation, present or former, and any information (including confidential information) which has been reduced to writing relating to or arising out of the operation of the Business;

G. all Inventories;

H. the Assumed Contracts;

I. all licenses, permits or franchises issued by any federal, state, municipal or foreign authority relating to the development, use, maintenance or occupation of the Seller or the Business;

J. all rights under express or implied warranties in favor of the Seller existing on the Closing Date;

K. all right, title and interest in and to all goods and services and all other economic benefits to be received subsequent to the Closing Date arising out of prepayments and payments by the Seller prior to the Closing Date, including without limitation Seller's deposit with Idaho Power, PacifiCorp, and Parkway Office Condos, LLC;

L. all right, title and interest in and to any insurance policies in existence on the Closing Date;

M. all personal computers, computer hardware and software, and other management information systems of Seller, whether owned by Seller or used in the Business;

N. all rights to non-disclosure agreements, including any rights of REDCO or the Seller in any non-disclosure agreements signed after the date of this Agreement and before the Closing, including without limitation any rights to sue for breach of any such agreements or any rights to obtain injunctive relief pursuant to such agreements;

O. all Accounts Receivable; and

P. the goodwill in or arising from the Assets and the Business;

Notwithstanding the foregoing, under the Stalking Horse Bid the SPG Assets do not include the following Excluded Assets:

A. all of Seller's cash and cash equivalents, interests in deposit or checking accounts, certificates of deposit, treasury bills and other freely-tradable marketable securities of Seller as of the Closing Date, and the Cash Consideration;

B. all of Seller's rights to insurance proceeds or other insurance contract recoveries in respect of any the Excluded Assets and Excluded Liabilities;

C. all Contracts other than the Assumed Contracts;

D. all business books and records of REDCO which the Seller deems necessary to administer REDCO's bankruptcy estate, provided that Buyer shall have access to such books and records and the right to make a copy of such books and records at the Buyer's expense;

E. all claims arising under Chapter 5 of the Bankruptcy Code in connection with the Bankruptcy Case;

F. all claims of any nature of REDCO against Ryan Davies;

G. the Debtor's equity interests in Blue Mountain Wind, LLC and OUS Solar 3, LLC; and

H. the Excluded Leases contained in Exhibit A to the Stalking Horse Bid.

Under the terms of the Stalking Horse Bid, SPG has offered to purchase the SPG Assets for (i) \$40,000 in cash (the "Cash Consideration"), payable (a) through a deposit in the amount of \$20,000 paid by Buyer to Seller contemporaneously with the execution of this Agreement (the "Deposit"), and (b) an additional \$20,000 paid by SPG to the Trustee on the Closing Date; (ii) \$1,058,767.12 in the form of a credit bid of the AEG Secured Claim, which is the full amount of the AEG Secured Claim; and (iii) Buyer's assumption of (a) the Debtor's liability to McCalmont Engineering, in the approximate amount of \$52,043,100; (b) REDCO's liability to Okland Construction, in the approximate amount of \$2,101,600; (c) all Cure Amounts; and (d) any taxes (including sales or transfer taxes), transfer fees, any personal property taxes, or other costs incurred in connection with the sale of the Assets. In the event the Closing does not occur for any reason other than the fault of SPG, including without limitation, the failure to obtain approval from the Bankruptcy Court, the Deposit shall be fully refunded to SPG.

Reservation of Rights

The Trustee reserves the right to entertain bids for the Assets, the Assets together with the Debtor's business as a going concern (the "Entire Business"), or to sell the Debtor's Assets and business in other lots as the Trustee determines in the exercise

of his business judgment if an alternative sale would result in the highest or otherwise best collective value for the Assets.

The Bidding Process

The Trustee shall (i) determine whether any person is a Qualified Bidder, (ii) coordinate the efforts of the Qualified Bidders in conducting their due diligence investigations of the Assets, (iii) receive offers from Qualified Bidders, and (iv) negotiate any offers made to purchase the Assets (collectively, the "Bidding Process"). Any person who wishes to participate in the Bidding Process must be a Qualified Bidder. Neither the Trustee nor his representatives shall be obligated to furnish any information of any kind whatsoever relating to the Assets to any person who is not a Qualified Bidder. The Trustee shall have the right to adopt such other rules for the Bidding Process which, in his sole judgment, will better promote the goals of the Bidding Process and which are not inconsistent with any of the other provisions hereof or of any Bankruptcy Court order.

Participation Requirements

Unless otherwise ordered by the Bankruptcy Court for cause shown or as otherwise determined by the Trustee in his sole discretion, to participate in the Bidding Process, each person (a "Potential Bidder") must deliver (unless previously delivered) to the Trustee:

- i. An executed non-disclosure agreement in form and substance satisfactory to the Trustee;
- ii. Written evidence of a commitment for financing or other evidence of ability to consummate the proposed transaction satisfactory to the Trustee in his sole discretion;
- iii. An irrevocable proposal to purchase some or substantially all of the Debtor's Assets, and

A Qualified Bidder is a Potential Bidder that delivers the documents described in subparagraphs (i), (ii), and (iii) above, whose financial information demonstrates the financial capability of the Potential Bidder to consummate the Sale, and that the Trustee determines is reasonably likely (based on availability of financing, experience and other considerations) to submit a bona fide offer and to be able to consummate the Sale if selected as the Successful Bidder. SPG is a Qualified Bidder.

Within three (3) business days after a Potential Bidder delivers all of the materials required by subparagraphs (i), (ii), and (iii) above, the Trustee shall determine, and shall notify the Potential Bidder, whether the Potential Bidder is a Qualified Bidder. At the same time that the Seller notifies the Potential Bidder that it is a Qualified Bidder,

the Trustee shall allow the Qualified Bidder to conduct due diligence with respect to the Assets sought to be acquired as hereinafter provided.

Due Diligence

The Trustee shall afford each Qualified Bidder reasonable due diligence access to the Assets sought to be acquired. The Trustee coordinate all reasonable requests for additional information and due diligence access from such bidders. The Trustee shall not be obligated to furnish any due diligence information after the Bid Deadline (as hereinafter defined). Neither the Trustee nor any of his representatives are obligated to furnish any information relating to the Assets to any person except to a Qualified Bidder who makes an acceptable preliminary proposal. Bidders are advised to exercise their own discretion before relying on any information regarding the Assets provided by anyone other than the Trustee or his representatives.

Bid Deadline

A Qualified Bidder that desires to make a bid shall deliver a written copy of its bid to the Trustee as follows: George Hofmann, Trustee of Renewable Energy Development Corporation, LLC, c/o Parsons Kinghorn Harris, 111 East Broadway, 11th Floor, Salt Lake City, Utah 84111, not later than 4:00 p.m. (Prevailing Mountain Time) on January 24, 2012 (the "Bid Deadline"). The Trustee may extend the Bid Deadline once or successively, but he is not obligated to do so.

All bids must include the following documents (the "Required Bid Documents"):

- A letter stating that the bidder's offer is irrevocable until the earlier of (a) two business days after the Assets upon which the bidder is bidding have been disposed of pursuant to these Bid Procedures, or (b) thirty days after the Sale Hearing.
- An executed copy of an asset purchase agreement in form acceptable to the Trustee (the "Asset Purchase Agreement").
- A list of all executory contracts of the Debtor that the bidder wishes to receive through assumption and assignment under Bankruptcy Code § 365, including a description of each contract, the addresses of all counterparties to each contract, and any cure amount that the bidder believes to be due; and
- Written evidence of a commitment for financing or other evidence of ability to consummate the proposed transaction satisfactory to the Trustee in his sole discretion.

The Trustee will consider a bid only if the bid is on terms that are not conditioned on obtaining financing or on the outcome of unperformed due diligence by the bidder. A

bid received from a Qualified Bidder that includes all of the Required Bid Documents and meets all of the above requirements is a "Qualified Bid."

"As Is, Where Is"

The sale of the Assets shall be on an "as is, where is" basis and without representations or warranties of any kind, nature, or description by the Trustee, his agents or the Debtor's estate except to the extent set forth in the applicable Asset Purchase Agreement(s) of the successful Bidder(s) as accepted by the Trustee. Except as otherwise provided in such Agreements, all of the Debtor's right, title and interest in and to the Assets shall be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options and interests thereon and there against (collectively, the "Interests") in accordance with section 363 of the Bankruptcy Code, with such Interests to attach to the net proceeds of the sale(s) of the Assets.

Each bidder shall be deemed to acknowledge and represent that it has had an opportunity to inspect and examine the Assets and to conduct any and all due diligence regarding the Assets prior to making its offer, that it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or Assets in making its bid, and that it did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Assets, or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in these Bid Procedures or, as to the Successful Bidders, the respective Asset Purchase Agreement(s).

Auction

After all Qualified Bids have been received, the Trustee shall conduct an auction (the "Auction") with respect to any Assets as to which a Qualified Bid has been received. The Auction shall take place on January 27, 2012 at 10:00 a.m. (Prevailing Mountain Time) at the offices of the Trustee's counsel, Parsons Kinghorn Harris, P.C., 111 East Broadway, 11th Floor, Salt Lake City, Utah 84111. At the Trustee's discretion, Qualified Bidders may participate in the Auction by telephone.

In particular, the Trustee may commence the Auction by entertaining bids for the Entire Business or groupings of certain of the Assets. The Trustee thereafter may offer the Assets in such lots in such successive rounds as the Trustee determines to be appropriate so as to obtain the highest or otherwise best bid or combination of bids for the Assets. The Trustee also may set opening bid amounts in each round of bidding as the Trustee determines to be appropriate. SPG has no obligation to purchase less than all the SPG Assets.

Upon conclusion of the Auction, the Trustee, in consultation with his advisors, shall (i) review each Qualified Bid or Bids on the basis of financial and contractual terms and the factors relevant to the sale process, including those factors affecting the speed

and certainty of consummating the Sale, and (ii) identify the highest and otherwise best offer or group of offers for the Assets (the "Successful Bid(s)"). At the Sale Hearing, the Trustee shall present to the Bankruptcy Court for approval the Successful Bid(s). The Trustee may adopt rules for the bidding process at the Auction that, in his judgment, will better promote the goals of the bidding process and that are not inconsistent with any of the provisions of the Bankruptcy Code, any Bankruptcy Court order, or these Bid Procedures.

Acceptance of Qualified Bids

The Trustee shall sell the Assets for the highest or otherwise best Qualified Bid(s) received. The Trustee's presentation to the Bankruptcy Court for approval of a particular Qualified Bid does not constitute the Trustee's acceptance of the bid. The Trustee will be deemed to have accepted a bid only when the bid has been approved by the Bankruptcy Court at the Sale Hearing.

Sale Hearing

The Sale Hearing is presently scheduled to take place on January 30, 2012, at 11:30 a.m. before the Honorable William T. Thurman at the United States Bankruptcy Court for the District of Utah, located in Room 376 of the Frank E. Moss United States Courthouse, 350 South Main Street, Salt Lake City, UT 84101. The Sale Hearing may be adjourned or rescheduled without notice by an announcement of the adjourned date at the Sale Hearing. At the Sale Hearing, the Seller shall present to the Bankruptcy Court for approval the Successful Bid(s) for the Assets.

Following the Sale Hearing approving the sale Assets to a Successful Bidder(s), if such Successful Bidder(s) fails to consummate an approved sale because of a breach or failure to perform on the part of such Successful Bidder(s), the next highest or otherwise best Qualified Bid, as disclosed at the Sale Hearing, shall be deemed to be the Successful Bid and the Seller shall be authorized to effectuate such sale without further order of the Bankruptcy Court.

Modifications

The Trustee may (a) determine, in his business judgment, which Qualified Bid(s), if any, is the highest or otherwise best offer; and (b) reject at any time before entry of an order of the Bankruptcy Court approving a Qualified Bid, any bid that, in the Trustee's sole discretion, is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code, the Bid Procedures, or the terms and conditions of sale, or (iii) contrary to the best interests of the Debtor, its estate, and its creditors. At or before the Sale Hearing, the Trustee may impose such other terms and conditions as they may determine to be in the best interests of the Debtor's estate, its creditors and other parties in interest.