



**FIRST AMENDMENT TO TAX ABATEMENT AGREEMENT
BETWEEN CLAY COUNTY, TEXAS
AND
SOUTH CLAY WIND FARM, LLC
SIGNED JULY 8, 2013**

This first amendment to the Tax Abatement Agreement signed July 8, 2013 (the "Agreement") between Clay County, Texas (the "County") and South Clay Wind Farm, L.L.C., a Texas limited liability company (the "Owner") is entered into as of December 9, 2013 and as follows:

WHEREAS the Agreement was filed of record in Volume 38 at pages 144 *et seq.* of the Official Public Records of Clay County, Texas, to which reference is here made for all purposes; and

WHEREAS, the parties have agreed to the amendments set forth herein; and

WHEREAS, the Midway Independent School District is the only other governmental entity levying taxes in the area in which the Improvements will be constructed; and

WHEREAS, notice of this amendment was provided to the presiding officer of the Midway Independent School District board of trustees not less than 14 days prior to the date on which this amendment was acted upon by the County; and

WHEREAS, this amendment was approved at a regular meeting of the Commissioners Court of Clay County, Texas which was preceded by written notice of such action, properly posted in accordance with the Texas Open Meetings Act and at which a quorum of the Commissioners Court was present.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Performance Bond required by Section 3.2 of the Agreement may be in the amount of \$50,000.00 with respect to the road construction and turbine site excavation activities to be conducted in December of 2013.

2. Based upon the representations made by Owner with respect to the local contactors that have been contacted, Owner shall not be required to hold a job fair, publish notice of positions or for the purchase of goods or services as required by Subsections 3.7(1), (2) and (3) of the Agreement with respect to the road construction and turbine site excavation activities to be conducted in December of 2013.

3. Except as expressly modified herein, the parties hereby reaffirm all provisions of the Agreement.

4. Capitalized terms used in this amendment shall have the same meanings assigned to them in the Agreement.

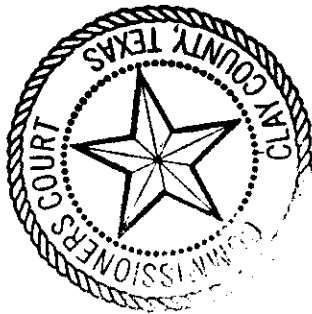
COUNTY:

Clay County, Texas

ATTEST:

Sasha Kelton
Sasha Kelton, County Clerk

By: R. L. Lindy Choate
R.L. "Lindy" Choate, Presiding Officer of
the Commissioners Court

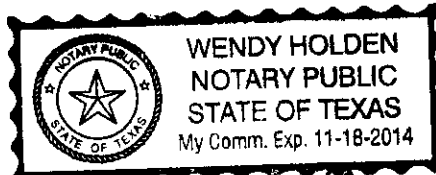


OWNER:

Shannon-1 Wind Farm, LLC

By: Jimmy M. Horn
Jimmy M. Horn, Manager

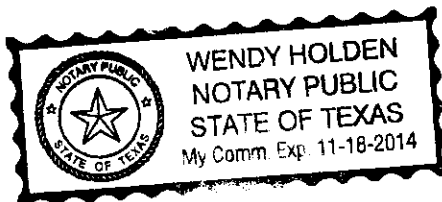
STATE OF TEXAS)
COUNTY OF CLAY)



This instrument was acknowledged before me on the 7 day of December, 2013 by R.L. "Lindy" Choate, presiding officer of the Clay County Commissioners Court on behalf of said County.

Wendy Holden
Notary Public, State of Texas

STATE OF TEXAS)
COUNTY OF CLAY)



This instrument was acknowledged before me on the 9 day of December, 2013 by Jimmy M. Horn, Manager of Shannon-1 Wind Farm, LLC, a Texas limited liability company on behalf of said company.

Wendy Holden
Notary Public, State of Texas

FILED AND RECORDED

Instrument Number: 07752 B: OPR V: 46 P: 582

Filing and Recording Date: 12/09/2013 10:11:14 AM Recording Fee: 0.00

I hereby certify that this instrument was FILED on the date and time stamped heron and RECORDED in the OFFICIAL PUBLIC RECORDS of Clay County, Texas.



Sasha Kelton

Sasha Kelton, County Clerk
Clay County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.