

SUPPLEMENTAL ROAD USE AGREEMENT

STATE OF TEXAS)

COUNTY OF CLAY)

This Supplemental Road Use Agreement (this "Supplemental Agreement") is entered into among Clay County, Texas (the "County") and Shannon-1 Wind Farm, LLC and South Clay Wind Farm, LLC (collectively referred to herein as the "Developers") effective as of the date set forth below and is as follows:

Recitals:

A. The County and Shannon-1 Wind Farm, LLC entered into an *Amended and Restated Tax Abatement Agreement* dated March 14, 2014 which was recorded in Volume 51 at pages 203 *et seq.* of the Official Public Records of Clay County, Texas and the County and South Clay Wind Farm, LLC entered into an *Amended and Restated Tax Abatement Agreement* dated March 14, 2014 which was recorded in Volume 51 at pages 201 *et seq.* of the Official Public Records of Clay County, Texas (both of which are collectively hereinafter referred to as the "Agreements").

B. The parties to the Agreement now desire to amend and clarify certain provisions of the Agreements, including, without limitation the provisions of Sections 3.2 in each of the Agreements, to facilitate more efficient operations by the Developers in building the projects contemplated by the Agreements and to protect the public roadways and interests of the County.

NOW, THEREFORE, in consideration of the premises and the consideration stated in the Agreements, the parties agree as follows:

1. Location of Projects. The improvements constructed and to be constructed in connection with the projects contemplated by the Agreements (both of which are hereinafter referred to as the "Projects") shall be located on and within those tracts or parcels of land which are shown in Exhibit A, which Exhibit is attached hereto and incorporated herein for all purposes.

2. Access Routes. Developers agree that access to the Projects will be along the following routes:

- Hoff Road, a distance of 1.6 miles from Oliver Wells Road North to the construction road;
- Cobb Road, a distance of 2.4 miles from Oliver Wells Road North to the construction road which is off the county road; provided that if Cobb Road is used past this construction road it is 0.7 miles further to Hugh Henderson Road and that route will be subject to the terms of this Agreement; the total distance of this route (including the portion from the construction road to Hugh Henderson Road) being 3.1 miles;

- Berry Road, a distance of 0.7 miles from Oliver Wells Road to the construction road;
- Wright Road, a distance of 1.8 miles from Oliver Wells Road to the construction road;
- Hugh Henderson Road, a distance of 1.7 miles over the complete length of this roadway, provided that this road may or may not be used during construction, but if it is it will be subject to the terms of this Agreement;
- Oliver Wells Road, a distance of 3.5 miles from the Clay County line to Cobb Road; and
- Watson Road, a distance of 1.5 miles from Farm to Market Road 174 to Hugh Henderson Road.

Developers agree not to use Cobb Road North from its intersection with Hugh Henderson Road. The above described roads over which access to the Projects is permitted are hereinafter referred to as the "Access Roads." As used in this Agreement, the term "construction road" shall refer to any road, right-of-way or easement across private property that intersects with any of the Access Roads and is used by Developers or their employees, agents or contractors in connection with the construction of any of the improvements related to the Projects.

3. Improvements. Prior to commencing any further work after the date of this Supplemental Agreement the Developers shall place a uniform layer of gravel of a type specified by Mr. John McGregor (the County Commissioner for the area in which the Projects are located, hereinafter referred to as "Mr. McGregor") of not less than 4 inches in depth and 18 feet wide over the Access Roads. Developers agree that no work or operations will take place on the Projects until these designated road improvements are completed. These designated road improvements will be completed by the Developers at their sole cost and expense but shall be completed in a manner approved by Mr. McGregor. Developers will notify Mr. McGregor prior to making these designated road improvements so that Mr. McGregor may direct and inspect these designated road improvements.

4. Signs; Notice to Contractors. Developers shall place signage on the above designated roads stating "Wind Farm Project Access" and signage on any other roads within the area of the Projects that are not being used stating "No Wind Farm Access." Such signage shall be subject to the approval of Mr. McGregor, which approval shall not be unreasonably withheld. Such signage shall be removed upon completion of construction of the Projects. In the event the temporary relocation of some existing road and/or highway signs is required, the County agrees to cooperate with the Developers in the identification and temporary relocation of such signs. Developers will inform all contractors, sub-contractors and suppliers of the access route restrictions and terms of this Supplemental Agreement.

5. Dust. Developers shall use commercially reasonable efforts to minimize the impact of airborne dust arising from the Projects and activities of Developers and Developers' contractors, sub-contractors and suppliers on adjacent properties. Developers will, at all times, comply with any applicable regulations of the Texas Commission on Environmental Quality with respect to dust.

6. Current Condition of Roads. The parties have inspected the Access Roads and have prepared a description specifying the current condition the Access Roads. Such description is attached as Exhibit B to this Supplemental Agreement and is incorporated herein for all purposes.

7. Liability for Damage to Roads. Developers shall be strictly and jointly and severally liable for any damage to County roads, including the Access Roads, arising out of, or relating to, the activities of Developers, their contractors, sub-contractors and suppliers with respect to the Projects. If Developers, or either of them, fail to repair or maintain the roads in accordance with the Agreements and this Supplemental Agreement, the County shall have the right to make such repairs, or do such maintenance and Developers agree to pay the reasonable and necessary cost for material and labor for any required repairs within 30 days of a demand by the County that they do so in addition to any remedies provided in the Agreements.

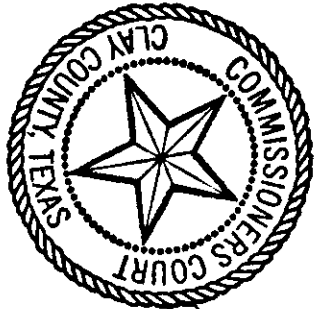
8. Repair and Maintenance. Developers shall be responsible for the repair of any damage to County roads, including the Access Roads, and shall maintain those roads according to standards specified by Mr. McGregor during the course of all work and construction on the Projects. Such repair and maintenance shall be conducted by the Developers through their employees, agents or contractors and at their sole expense.

9. Supplemental Agreement. This Supplemental Agreement is intended to modify, clarify and, in some cases, extend the duties and obligations of the parties under the Agreements. Except as expressly modified or amended under the terms of this Supplemental Agreement all rights, obligations, duties and remedies of the parties under the Agreements shall continue in full force and effect and nothing in this Supplemental Agreement shall be construed as limiting or diminishing those rights, obligations, duties or remedies unless expressly modified herein, including, without limitation, the bonding requirements, and covenants relating to the relations of roadways, set forth in the Agreements. The parties hereby ratify and affirm all provisions of the Agreements not expressly modified or amended in this Supplemental Agreement and agree that a default under the terms of this Supplemental Agreement shall be construed as a Default under Article 5 of the Agreements and entitled the parties to exercise any remedies provided in the Agreements in addition to any remedies provided in this Supplemental Agreement.

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EXECUTED AND EFFECTIVE _____, 2014.

Attachment: Exhibit A – Location of Projects
Exhibit B – Current Condition of Roadways



CLAY COUNTY, TEXAS

By: Kenneth Liggett
Kenneth Liggett, County Judge

ATTEST:

Sasha Kelton
Sasha Kelton, County Clerk
Sasha

SOUTH CLAY WIND FARM, LLC

SHANNON-1 WIND FARM, LLC

By: _____

By: _____

STATE OF TEXAS)

COUNTY OF CLAY)

This instrument was acknowledged before me on the ____ day of _____, 2014 by Kenneth Liggett, County Judge of Clay County, Texas on behalf of said County.

Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF CLAY)

This instrument was acknowledged before me on the _____ day of _____, 2014 by _____, _____ of South Clay Wind Farm, LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF CLAY)

This instrument was acknowledged before me on the _____ day of _____, 2014 by _____, _____ of Shannon-1 Wind Farm, LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas