

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 "Owners" and each an "Owner") effective as 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" and each, an "Agreement").

B. The parties to each of the Agreements, respectively, 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 Owners 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. Definitions. Capitalized terms used in this Supplemental Agreement, but not defined in this Supplemental Agreement shall have the meanings assigned to them in each of the Agreements, respectively, as applicable.

2. Recital D/Section 1.3: Location of Improvements. Each of the maps attached as Exhibit "B" of each of the Agreements and referenced in Recital D of the Agreements shall be deleted in their entirety and replaced with the attached Exhibit "A" to this Supplemental Agreement, which Exhibit is attached hereto and incorporated herein for all purposes and shows the locations, including the tracts or parcels of land, on which 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"). For greater certainty, nothing herein shall amend the description of the Improvements referenced in Exhibit B of each of the Agreements.

3. Access Routes. Each Owner agrees that access to the Projects will be along the following routes:

- Hoff Road, a distance of 1.6 miles North from Oliver Wells Road North to the construction road;
- Cobb Road, a distance of 2.4 miles North 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 Supplemental 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 South from Oliver Wells Road to the construction road;
- Wright Road, a distance of 1.8 miles South from Oliver Wells Road to the construction road;
- Hugh Henderson Road, a distance of 1.7 miles East over the complete length of this roadway, provided that this road may or may not be used during construction, but if it is it then only the portions of the road that are used will be subject to the terms of this Agreement
- Oliver Wells Road, a distance of 3.5 miles East from the Clay County line to Cobb Road; and
- Watson Road, a distance of 1.5 miles South from Farm to Market Road 174 to Hugh Henderson Road provided that this road may or may not be used during construction, but if it is it then only the portions of the road that are used will be subject to the terms of this Agreement.

Each Owner agrees 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 and used in connection with the Projects are hereinafter referred to collectively as the "Access Roads", individually as an "Access Road." As used in this Supplemental 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 each of the Owners or their respective employees, agents or contractors in connection with the construction of any of the improvements related to the Projects.

4. Improvements.

- a. Subject to Section 4(b) of this Supplemental Agreement, prior to commencing any construction work using a particular Access Road after the date of this Supplemental Agreement, the Owners shall place a uniform layer of gravel of one inch (1") minus crushed limestone or such other type from time to time as may be mutually agreed by each of the Owners and 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 four (4) inches in depth and 18 feet wide over the Access Roads (the "Road Improvements") on the particular Access Road to be used. These designated Road Improvements will be completed by the Owners at their sole cost and expense and each the Owners shall reasonably cooperate with Mr. McGregor on the manner in which such designated Road Improvements are made. The Owners will notify Mr. McGregor prior to making these designated Road Improvements so that Mr. McGregor may direct and inspect these designated Road Improvements.

- b. The County acknowledges and agrees with the Owners that the Owners may, prior to completing any of the Road Improvements: (i) haul the rock or gravel needed to finish the surface of the laydown yard to the laydown yard, (ii) haul the rock or gravel needed to finish the surface of the batch plant shown on Site Plan and (iii) haul rock or gravel from the "D" line on the Site Plan along Cobb Road to the "D-10" site shown on the Site Plan. As used in this Supplemental Agreement the term "Site Plan" shall mean and refer to that certain Site Plan dated November 17, 2014 prepared for Owners by Westwood Professional Services. The lay down yard is located on the Southeast corner of Oliver Wells Road and Wright Road. For greater certainty, notwithstanding any other provision of the Agreements, as modified by this Supplemental Agreement, the Owners shall not be entitled to complete any construction work that would involve the operation of concrete trucks until such time as the designated Road Improvements have been completed in accordance with the Agreements, as modified by this Supplemental Agreement.

5. Performance Security.

- a. Section 3.2(c) of each of the Agreements, respectively, shall be deleted in their entirety and replaced with the following:

"Except as otherwise agreed by the County, prior to the commencement of any construction activity, Owner agrees to provide the County with a performance bond by a good and sufficient surety or other form of security, in each case in a form acceptable to the County, in an amount not less than \$250,000 to secure the faithful performance of these road maintenance covenants by Owner (the "Performance Security"), during the construction of the Improvements, which Performance Security may also cover road maintenance and construction for the contemplated South Clay Wind Farm project in the Reinvestment Zone. A corporate surety licensed to do business in the State of Texas shall be deemed acceptable by the County. Except as otherwise agreed by the County, a bond or other form of security acceptable to the County must be obtained and filed with the County prior to the commencement of construction of any of the Improvements."

- b. Section 3.2(e) of each of the Agreements, respectively, shall be deleted in their entirety and replaced with the following:

"County will release requirement for Performance Security upon both (i) completion of construction of the Improvements and (ii) upon Owner meeting Section 3.2 requirements. In the event

Owner engages in any retrofitting or repairs which required the transportation of heavy equipment, other than routine types of equipment that typically use such roads, across County roads during the term of this Agreement but after the Performance Security has been released, Owner agrees to post another performance bond or other acceptable security meeting the requirements of the previous Performance Security unless the County agrees that no bond or other security is required and the County agrees to release the Performance Security upon completion of any required repairs to the roads.”

6. Signs; Notice to Contractors. The Owners shall place signage on any 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, conditioned or delayed. 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 Owners in the identification and temporary relocation of such signs. The Owners will inform all contractors, sub-contractors and suppliers of the Projects of the access route restrictions and terms of this Supplemental Agreement.

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

8. 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 C to this Supplemental Agreement and is incorporated herein for all purposes.

9. Liability for Damage to Roads. Each Owner 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 such Owner, their contractors, sub-contractors and suppliers with respect to the Projects. If the Owners, or either of them, fail to repair or maintain the roads in accordance with the Agreements and this Supplemental Agreement within 14 days of a written demand that it do so from the County, the County shall have the right to make such repairs, or do such maintenance and each Owner, as applicable, agree to reimburse the County for its reasonable and necessary costs in repairing such roads. The County’s cost for such repairs shall be determined using the applicable rates used by the Federal Emergency Management Administration for equipment and personnel and the County’s actual cost of materials. Each Owner, as applicable, agrees to pay the cost of such repairs within 30 days of the date such Owner is billed by the County for such services by the County.

10. Repair and Maintenance. Each Owner shall be responsible for the repair of any damage to County roads, including the Access Roads, and shall maintain those roads in accordance with the standards and specifications for road repair generally used by the County which shall be

specified by Mr. McGregor during the course of all work and construction on the Projects. Such repair and maintenance shall be conducted by the Owners through their employees, agents or contractors and at their sole expense.

11. 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.

12. Owners agree to reimburse the County for its reasonable and necessary attorney's fees incurred in the negotiation and preparation of this Supplemental Agreement in an amount not to exceed \$2,000.00. Owner agrees to pay such expenses to the County within 30 days of the date it is billed for such expenses by the County.

13. This Supplemental Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. This Supplemental Agreement shall be binding upon the parties when a counterpart of this Supplemental Agreement has been properly executed on behalf of each of the parties to this Supplemental Agreement. A counterpart of this Supplemental Agreement may be delivered by facsimile or electronic mail by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received. However, the parties each agree to provide the other party or parties with a counterpart bearing the original signature of their authorized officer not later than January 15, 2015.

[Balance of this page left blank intentionally.]

EXECUTED AND EFFECTIVE this 22nd day of December, 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 Kelfon
Sasha Kelfon, County Clerk
Sasha



SOUTH CLAY WIND FARM, LLC

SHANNON-1 WIND FARM, LLC

By: *J B Carson*
John B. Carson, President

By: *J B Carson*
John B. Carson, President

STATE OF TEXAS)

COUNTY OF CLAY)

This instrument was acknowledged before me on the 29 day of December, 2014 by Kenneth Liggett, County Judge of Clay County, Texas on behalf of said County.



Wendy Holden
Notary Public, State of Texas

PROVINCE OF BRITISH COLUMBIA §
§
CITY OF VANCOUVER §

Before me, Shannon D. Webber, on this day personally appeared John B. Carson, President of South Clay Wind Farm, LLC,, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and on behalf of said company.

Given under my hand and seal of office this 22nd day of December, 2014.

By:  _____

Notary Public in and for the
Province of British Columbia



PROVINCE OF BRITISH COLUMBIA §
§
CITY OF VANCOUVER §

Before me, Shannon D. Webber, on this day personally appeared John B. Carson, President of Shannon-1 Wind Farm, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and on behalf of said company.

Given under my hand and seal of office this 22nd day of December, 2014.

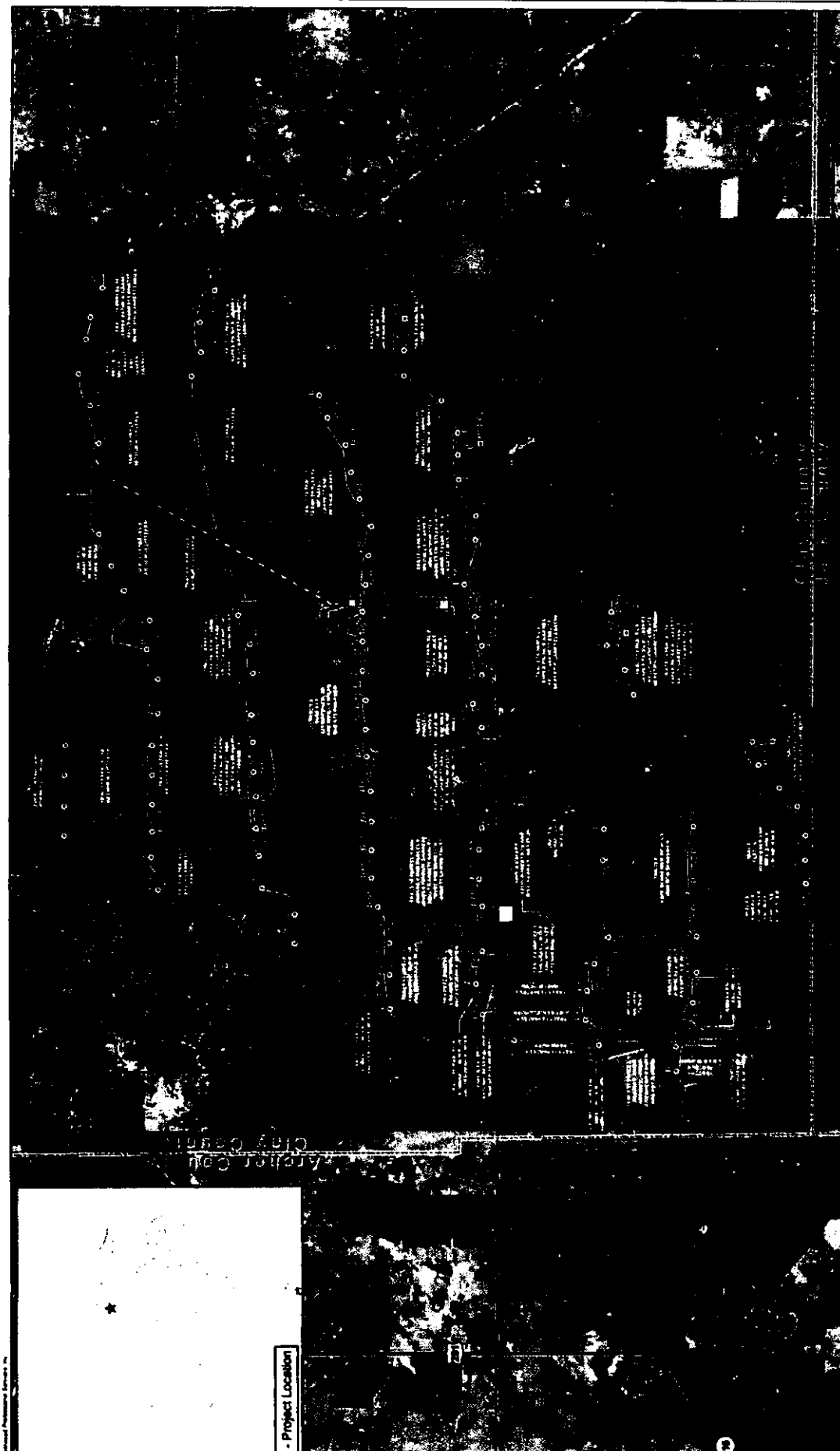
By:  _____

Notary Public in and for the
Province of British Columbia



Exhibit "A"
Location of Projects
(See attached)

EXHIBIT A



Shannon Wind Power Project

Clay County, Texas

Site Plan

November 17, 2014



- Legend**
- Proposed Turbine
 - 2013 Turbine
 - Proposed Mid Tower
 - Proposed Road
 - Proposed Crane Path
 - Proposed Underground Collection Line
 - Proposed Overhead Power Line
 - Proposed O&M
 - Proposed Batch Plant
 - Proposed Laydown Yard
 - Proposed Interconnect
 - Proposed Substation
 - Highway
 - County Road
 - Participating Parcel
 - Non-Participating Parcel
 - County Border

Shannon Wind Energy, LLC
 11000 West Loop South, Suite 1000
 Houston, Texas 77042
 Phone: 281.460.8800
 Fax: 281.460.8801
 www.shannonwind.com



- Project Location

Exhibit "B"
Current Condition of Roadways
(See attached)

**Exhibit B to
Supplemental Road Use Agreement
among South Clay Wind Farm, LLC, Shannon-1 Wind Farm, LLC
and Clay County, Texas**

Current Condition of Roadways

A visual inspection of the pre-construction road conditions was completed on December 16, 2014 by John McGregor Clay County Commissioner, Jay Walker Construction Manager & Frank Hennessy Project Manager.

The inspection was completed by driving and observing the road conditions of each of the sections of road described in Section 3 of this Supplemental Agreement.

The sections of roads were observed during dry weather conditions and found to generally be lightly trafficked and in a serviceable condition. No areas of concern or major deficiencies were observed during the inspection; however, it is accepted and acknowledged by the Owners and the County that the road surface needs improvement for the planned increased traffic volume and heavy vehicle loading associated with the project construction.

Frank Aureli, the Project Manager for M. A. Mortenson Company, in its capacity as construction contractor of the Owners, commenced preparation of a video record to evidence the current road condition on the December 18th, 2014 and copies of this video will be made available to all parties.