

**ORDER APPROVING  
AMENDMENTS TO TAX ABATEMENT AGREEMENTS  
BETWEEN  
SHANNON WIND, LLC  
AND  
CLAY COUNTY, TEXAS**

April 13, 2015

WHEREAS, by order dated March 10, 2014 the Commissioners Court of Clay County, Texas (the "Commissioners Court") did therein approve an *Amended and Restated Tax Abatement Agreement* between Clay County, Texas (the "County") and Shannon-1 Wind Farm, LLC and authorized the County Judge to execute said *Amended and Restated Tax Abatement Agreement* which was thereafter duly executed on behalf of both parties and recorded in Volume 51 at pages 203 *et seq.* of the Official Public Records of Clay County, Texas; and

WHEREAS, by order dated March 10, 2014 the Commissioners Court did therein approve an *Amended and Restated Tax Abatement Agreement* between the County and South Clay Wind Farm, LLC and authorized the County Judge to execute said *Amended and Restated Tax Abatement Agreement* which was thereafter duly executed on behalf of both parties and recorded in Volume 51 at pages 201 *et seq.* of the Official Public Records of Clay County, Texas; and

WHEREAS, by order dated December 22, 2014 the Commissioners Court did therein approve a *Supplemental Road Use Agreement* and an *Agreement for Security Deposit in Lieu of Corporate Surety* between the County and Shannon-1 Wind Farm, LLC and South Clay Wind Farm, LLC both of which were thereafter duly executed on behalf of all parties and in the minutes of the Commissioners Court; and

WHEREAS, the rights and obligations of Shannon-1 Wind Farm, LLC and South Clay Wind Farm, LLC pursuant to each of the *Amended and Restated Tax Abatement Agreements*, *Supplemental Road Use Agreement* and *Agreement for Security Deposit in Lieu of Corporate Surety* (collectively, the "Tax Abatement Agreements") has been assigned by Shannon-1 Wind Farm, LLC and South Clay Wind Farm, LLC, respectively, to Shannon Wind, LLC ("Owner"); and

WHEREAS, representatives of the County and Owner have negotiated certain changes or modifications to the Tax Abatement Agreements relating to the spacing of wind turbines and those amendments are set forth, respectively, in Exhibits A and B attached to this Order; and

WHEREAS, the Commissioners Court finds that the provisions of the proposed amendments are consistent with the Tax Abatement Guidelines and Criteria for Clay County, Texas heretofore adopted by the Commissioners Court of Clay County, Texas and Chapter 312 of the Texas Tax Code; and

WHEREAS, notice of the Commissioners Court's intention to act on the adoption of these amendments at this meeting was given to the presiding officer of the Midway Independent School

District, being the only other taxing entity within the area on which the proposed wind farm is to be established; and

WHEREAS, the Commissioners Court has determined, and hereby finds and concludes:

(1) that this order was approved by a majority of the Commissioners Court in a regular meeting held on the date set forth below; and

(2) that said meeting was open to the public, was preceded by proper notice, as required by Chapter 551 of the Texas Government Code (the Open Meetings Act) and that a quorum of the members of the Commissioners Court were present at said meeting; and

(3) that the Tax Abatement Agreement should be, in all things, APPROVED and the County Judge authorized and directed to execute same on behalf of Clay County; and

(4) that following orders should be entered:

IT IS, THEREFORE, ORDERED BY THE COMMISSIONERS COURT OF CLAY COUNTY, TEXAS:

1. That the amendments to the Tax Abatement Agreements attached as Exhibits A and B, respectively, be, and they are, hereby APPROVED and the County Judge of Clay County, Texas is hereby authorized and directed to execute each of them on behalf of Clay County thereby binding Clay County to the terms and conditions thereof.

2. That all officers, employees and agents of Clay County are further authorized and directed to take such actions as may be reasonably necessary to execute and carry out the terms of the Tax Abatement Agreement on behalf of Clay County, Texas.

PASSED AND APPROVED on the 13th day of April, 2015.

*Kenneth Liggett*  
Kenneth Liggett, County Judge

Attest:  
*Sasha Kelton*  
Sasha Kelton, County Clerk

*R. L. Lindy Choate*  
R.L. "Lindy" Choate, Commissioner Precinct 1

*Johnny Gee*  
Johnny Gee, Commissioner Precinct 2



  
\_\_\_\_\_  
John McGregor, Commissioner Precinct 3

  
\_\_\_\_\_  
Richard Keen, Commissioner Precinct 4

EXHIBIT A

To Clay County Commissioners Court Order dated April 13, 2015

Amendment to Tax Abatement Agreement with Shannon-1 Wind Farm, LLC (now Shannon  
Wind, LLC)

(Consisting of 5 Pages)



## AMENDMENT TO TAX ABATEMENT AGREEMENT

STATE OF TEXAS )

COUNTY OF CLAY )

This Amendment (this "Amendment") is entered into among Clay County, Texas (the "County") and Shannon Wind, LLC, a Delaware limited liability company (together with its successors and assigns, the "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, as supplemented by the *Supplemental Road Use Agreement* among the County, Shannon-1 Wind Farm, LLC and South Clay Wind Farm, LLC dated effective December 22, 2014 and further assigned by Shannon-1 Wind Farm, LLC to Owner pursuant to the *Assignment and Assumption Agreement* dated February 25, 2015 (collectively, the "Tax Abatement Agreement").

B. The County and the Owner now desire to amend the Tax Abatement Agreement to clarify certain matters regarding the spacing of wind turbines and setback requirements all as more particularly described herein.

C. This Amendment was adopted at a regularly scheduled meeting of the Commissioners Court which was preceded by written notice which was properly posted in accordance with the Open Meetings Act and at which a quorum of the Commissioners Court was present.

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

1. Definitions and Construction.

- a. Definitions. Capitalized terms used in this Amendment, but not defined in this Amendment shall have the meanings assigned to them in the Tax Abatement Agreement.
- b. Construction. This Amendment shall be deemed to be an integral part of the Tax Abatement Agreement and shall be governed by all terms and conditions of the Tax Abatement Agreement.

2. Section 1.5: Spacing of Wind Turbines. Section 1.5 of the Tax Abatement Agreement be deleted in its entirety and replaced with the following:

“Spacing of Wind Turbines. No wind turbine shall be erected: (i) within 1,800 feet from a residence which is occupied as of the Effective Date of this Agreement unless the property owner of such residence has agreed otherwise in a written lease agreement or other agreement with Owner or (ii) within 400 feet (as measured from the center of the turbine base) of the property line of a tract on which Owner does not have a lease for wind generation or other written agreement acknowledging Owner’s rights to erect wind turbines within such 400 feet of the property line of a tract, including without limitation an easement agreement pursuant to which Owner is granted the right to construct and operate a wind turbine within 400 feet of a property line,; *provided that*, it is expressly agreed and acknowledged that as contemplated by Exhibit B to the Agreement, as amended from time to time, showing the description and location of the Improvements, Owner shall not be required to adhere to the 400 feet setback requirement in this Section 1.5 of the Agreement in respect of its erection of wind turbines proximate to the property line of the tract on which the electrical interconnection station which is located on that certain 15.89 acre tract of land described in a *Special Warranty Deed* dated May 27, 2014 from Owner, as grantor, to Oncor Electric Delivery Company LLC, as grantee, recorded in Volume 57 at pages 84 *et seq.* of the Official Public Records of Clay County, Texas, the description of such tract therein being incorporated into this Agreement by reference, notwithstanding that Owner does not have a wind generation lease or other written agreement in respect thereof.”

3. Supplemental Agreement. This Amendment is intended to modify, clarify and, in some cases, extend the duties and obligations of the parties under the Tax Abatement Agreement. The Tax Abatement Agreement, as amended hereby, including all rights, obligations, duties and remedies of the parties under the Tax Abatement Agreement, as amended, shall continue in full force and effect and nothing in this Amendment 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 Tax Abatement Agreement. The provisions of this Amendment and the Tax Abatement Agreement shall be read and construed together as if they constituted one document, provided that if there is any inconsistency between this Amendment and the Tax Abatement Agreement, the provision of this Amendment will govern. Except as provided in this Amendment, the Tax Abatement Agreement is in all other respects ratified and confirmed and shall continue to bind the parties in accordance with the terms of the Tax Abatement Agreement, as amended by the terms of this Amendment.

4. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original as against a party whose signature appears thereon and all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission, electronic mail or other means producing a printout of a hand-

written signature, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or otherwise printed signature page were an original thereof. However, the parties each agree to provide the other party with a counterpart bearing the original signature of their authorized officer not later than April 30, 2015.

5. Owner agrees to reimburse the County for its reasonable and necessary attorney's fees incurred in the negotiation and preparation of this Amendment in an amount not to exceed \$1,000.00. Owner agrees to pay such expenses to the County within 30 days of the date it is billed for such expenses by the County.

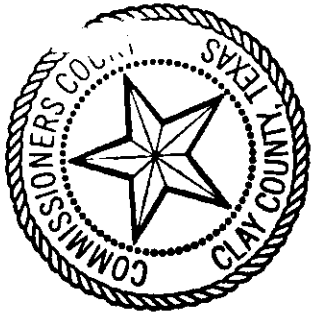
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EXECUTED AND EFFECTIVE this 13 day of April, 2015.

CLAY COUNTY, TEXAS

By: Kenneth Liggett  
Kenneth Liggett, County Judge

ATTEST:  
[Signature]  
Shasha Kelton, County Clerk



SHANNON WIND, LLC

By: [Signature]  
John B. Carson, President

STATE OF TEXAS            )  
COUNTY OF CLAY        )

This instrument was acknowledged before me on the 13 day of April, 2015 by Kenneth Liggett, County Judge of Clay County, Texas on behalf of said County.



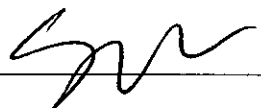
Wendy Holden  
Notary Public, State of Texas



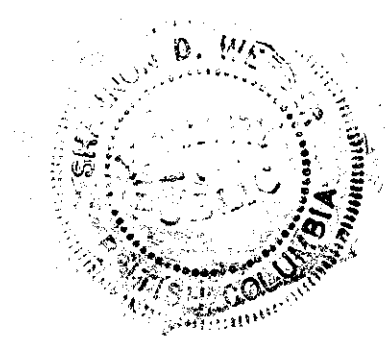
PROVINCE OF BRITISH COLUMBIA §  
CITY OF VANCOUVER §

Before me, Shannon D. Webber, on this day personally appeared John B. Carson, President of Shannon Wind, LLC, 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.

Given under my hand and seal of office this 14<sup>th</sup> day of April, 2015.

By:  (Shannon D. Webber)

Notary Public in and for the  
Province of British Columbia



## FILED AND RECORDED

Instrument Number: 11475 B: OPR V: 70 P: 683

Filing and Recording Date: 04/17/2015 08:34:01 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*

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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.

**AMENDMENT TO TAX ABATEMENT AGREEMENT**

STATE OF TEXAS )

COUNTY OF CLAY )

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C. This Amendment was adopted at a regularly scheduled meeting of the Commissioners Court which was preceded by written notice which was properly posted in accordance with the Open Meetings Act and at which a quorum of the Commissioners Court was present.

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

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4. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original as against a party whose signature appears thereon and all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission, electronic mail or other means producing a printout of a hand-

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EXECUTED AND EFFECTIVE this 13 day of April, 2015.

CLAY COUNTY, TEXAS

By: Kenneth Liggett  
Kenneth Liggett, County Judge

ATTEST:

Sasha Kelton  
Sasha Kelton, County Clerk



SHANNON WIND, LLC

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

STATE OF TEXAS )

COUNTY OF CLAY )

This instrument was acknowledged before me on the 13 day of April, 2015 by Kenneth Liggett, County Judge of Clay County, Texas on behalf of said County.

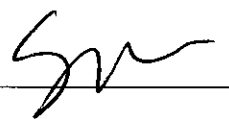


Wendy Holden  
Notary Public, State of Texas

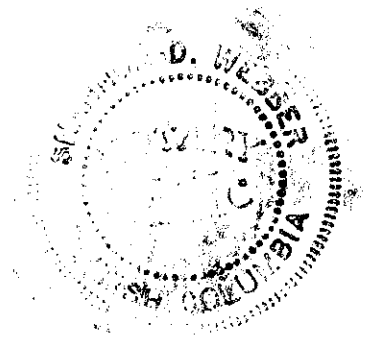
PROVINCE OF BRITISH COLUMBIA §  
§  
CITY OF VANCOUVER §

Before me, Shannon D. Webber, on this day personally appeared John B. Carson, President of Shannon Wind, LLC, 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.

Given under my hand and seal of office this 14<sup>th</sup> day of April, 2015.

By:  (Shannon D. Webber)

Notary Public in and for the  
Province of British Columbia



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*Sasha Kelton*

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Sasha Kelton, County Clerk  
Clay County, Texas

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