NOTICE OF INTENT TO ENTER INTO TAX ABATEMENT AGREEMENTS AND RECEIPT

This document is to provide notice to the Midway Independent School District that the Commissioners' Court of Clay County, Texas intends to consider entering into two amendments to the Amended and Restated Tax Agreements it has previously entered into with Shannon-1 Wind Farm, LLC and another with South Clay Wind Farm, LLC. The Commissioners' Court will consider, and act upon, authorizing the County Judge to enter into these agreements its regular commissioner's meeting scheduled for April 13, 2015 at 9:30 a.m. If approved, the County will enter into those agreements on a date not less than 7 days after the date of this notice. A copy of both proposed amendments are attached to this notice.

The undersigned, being the President and presiding officer of the Midway Independent School District, acknowledges receipt of this notice and the Tax Abatement Agreements referred to above on the date set forth below.

SIGNED AND RECEIVED: April 3, 2015.

Mike M. McClenden, President (and presiding officer) of the Board of Trustees of the Midway Independent School District

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 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 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, ~~as measured from the center of the turbine base~~; *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 Cobb switching station which is located on a _____ acre tract out of the _____ Survey, Abtract No. _____, Clay County, Texas approximately _____ miles (North/South) from the intersection of Cobb Road and _____ Road ~~or other related infrastructure is constructed~~ 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 ___ day of _____, 2015.

CLAY COUNTY, TEXAS

By:_____
Kenneth Liggett, County Judge

ATTEST:

_____
Shasha Kelton, County Clerk

SHANNON WIND, LLC

By:_____

STATE OF TEXAS)

COUNTY OF CLAY)

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

_____
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 ___ day of _____, 2015.

By: _____

Notary Public in and for the
Province of British Columbia

AMENDMENT TO TAX ABATEMENT AGREEMENT

STATE OF TEXAS)

COUNTY OF CLAY)

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Recitals:

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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:

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   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.

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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-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.

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EXECUTED AND EFFECTIVE this ___ day of _____, 2015.

CLAY COUNTY, TEXAS

By:_____
Kenneth Liggett, County Judge

ATTEST:

_____
Shasha Kelton, County Clerk

SHANNON WIND, LLC

By:_____

STATE OF TEXAS)

COUNTY OF CLAY)

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

_____
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 ___ day of _____, 2015.

By: _____

Notary Public in and for the
Province of British Columbia