



By Registered Mail and Email

February 3, 2016

Clay County, Texas  
Attn: County Judge  
214 North Main Street  
Henrietta, Texas 76365

Dear Sir:

**Re: Shannon Wind Project - Return of Performance Security**

Pursuant to Section 5 of the Agreement for Security Deposit dated December 22, 2014 the "**Security Deposit Agreement**") between Clay County, Texas (the "**County**") and Shannon Wind, LLC ("**Owner**"), such Owner being the assignee of Shannon-1 Wind Farm, LLC and South Clay Wind Farm, LLC, and with reference to each of the related Amended and Restated Tax Abatement Agreements effective March 14, 2014 between the County and Owner, as such have been modified from time to time, including without limitation by that certain Supplemental Road Use Agreement dated December 22, 2014 (the "**Supplemental Agreement**" and collectively, the "**Tax Abatement Agreements**"), we are providing this letter as notice that the Owner has under each of the Tax Abatement Agreements met the conditions required for release of the Funds as set forth in Section 3.2(e) of each of the Tax Abatement Agreements (including, without limitation, as each such subsection has been amended and supplemented by the Supplemental Agreement).

In particular, the Owner has:

- (a) completed construction of the Improvements, as defined in the Supplemental Agreement, on or about February 2015, and
- (b) by inspection completed on January 27, 2016, with Mr. John McGregor, the Clay County Commissioner representing the County, satisfied the remainder of the Section 3.2 Road Repairs and Alterations requirements in the Tax Abatement Agreements, including any additional requirements of the Supplemental Agreement.

Please kindly confirm your agreement with the foregoing by: (i) endorsing in favour of Shannon Wind, LLC the back of the cashier check representing the Funds (\$250,000) being held by the County as Performance Security; and (ii) signing the enclosed copy of this letter acknowledging satisfaction on behalf of the County that Shannon Wind, LLC has met the conditions for release of the Funds.

Once the endorsed check representing the Funds and the executed acknowledgement of this letter are ready for pickup, please kindly call Matt Allsup at (940) 500-7289 who will arrange to coordinate pickup of each on behalf of Shannon Wind, LLC.



Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Security Deposit Agreement. If you have any questions or concerns regarding this notice, please contact Frank Hennessy at (604) 235-6753 or fhennessy@alterrapower.ca.

**Shannon Wind, LLC**

Paul A. Rapp  
Vice President

cc. John McGregor by email @ jmcgregorpct3@gmail.com

For and on behalf of the Clay County and not in his or her personal capacity, the undersigned does hereby acknowledge and confirm as of this 8 day of February, 2016 that Shannon Wind, LLC has met the conditions for release of the Funds as set forth in Section 3.2(e) of the each of the foregoing Tax Abatement Agreements for the Shannon Wind Project as such have been amended and supplemented by the Supplemental Agreement.

**CLAY COUNTY, TEXAS**

By: Kenneth Liggett  
Kenneth Liggett, County Judge

**ATTEST:**

Sasha Kelton  
Sasha Kelton, County Clerk

