Tax Abatement Agreement
by and between
Roberts County, Texas and Miami Wind I, LLC

State of Texas

County of Roberts

This Tax Abatement Agreement (the "**Agreement**") is made and entered into by and between Roberts County, Texas ("**County**"), acting through its duly elected officers, and Miami Wind I, LLC, a Texas limited liability company, owner of Eligible Property (as hereinafter defined) to be located on the tract of land comprising the Roberts Reinvestment Zone #1, more specifically described in Attachment A to this Agreement, and this Agreement becomes effective upon final signature by both parties. The Agreement remains in effect until fulfillment of the obligations described in Paragraph IV(D) herein, unless terminated earlier as provided herein.

I. Authorization

This Agreement is authorized and governed by Chapter 312 of the Texas Tax Code, as amended, and by the Roberts County Tax Abatement Guidelines and Criteria. Notwithstanding any term or provision herein to the contrary, this Agreement is intended to and shall fully comply with Chapter 312 of the Texas Tax Code.

II. Definitions

As used in this Agreement, the following terms shall have the meaning set forth below:

A. "Abatement" means the full or partial exemption from ad valorem taxes on property in a Reinvestment Zone as provided herein and in no event can the duration of the Abatement period exceed ten (10) years.

B. "Calendar Year" means each year beginning on January 1 and ending on December 31.

C. "Certificate" means a letter, provided by the Owner to the County, certifying that Owner has completed construction of the wind power project described herein ("Project"), outlining the Improvements and stipulating the overall Nameplate Capacity of the Project. Upon receipt of the Certificate, the County may inspect the Site in accordance with this Agreement to determine that the Improvements are in place as certified.

D. "Certified Appraised Value," means the appraised value, for property tax purposes, of the property within Roberts Reinvestment Zone #1 as certified by the Roberts County Appraisal District for each taxable year.

E. "Eligible Property" means property eligible for Abatement under the Roberts County Tax Abatement Guidelines and Criteria, including: new, expanded or modernized buildings and structures; fixed machinery and equipment; Site improvements; related fixed improvements; other tangible items necessary to the operation and administration of the project or facility; and all other real and tangible personal property permitted by Chapter 312 of the Texas Tax Code and the Roberts County Tax Abatement Guidelines and Criteria. Taxes on Real Property may be abated only to the extent the property's value for a given year exceeds its value for the year in which the Agreement is executed. Tangible personal property located on the Real Property at any time before the date the Agreement is signed is not eligible for Abatement. Tangible personal property eligible for Abatement shall not include inventory or supplies.

F. "Improvements" means Eligible Property meeting the definition for improvements provided by Chapter 1 of the Texas Tax Code and includes, but is not limited to, any building, structure, or fixture erected on or affixed to the land. Improvements specifically include the Owner's substation and switching station if located in Roberts County.

G. "Owner" means Miami Wind I, LLC, the entity that owns or leases the Real Property for which the Abatement is being granted, and any assignee or successor in interest of Miami Wind I, LLC. The term "Miami Wind I, LLC" means and includes Owner.

H. "Real Property" means Eligible Property meeting the description for real property provided by Chapter 1 of the Texas Tax Code.

I. "Reinvestment Zone" means Roberts Reinvestment Zone #1, the reinvestment zone (as that term is defined in Chapter 312 of the Texas Tax Code) created by Roberts County and described in Attachment A to this Agreement.

J. "Site" means the portion of the Reinvestment Zone on which Owner makes the Improvements for which the Abatement is granted hereunder.

K. "Nameplate Capacity" means the generating capacity of an individual wind turbine as designated by the manufacturer(s) of the turbines to be constructed as Improvements hereunder and where appropriate may refer to the total or overall generating capacity.

III. Improvements in Reinvestment Zone

Owner anticipates making the following Improvements:

A. Owner anticipates constructing the Improvements on the Site consisting of a wind power facility with a minimum Nameplate Capacity of seventy (70) megawatts located in the Reinvestment Zone. The Certified Appraised Value will depend upon annual appraisals by the Roberts County Appraisal District. The number of turbines will vary depending on the types of turbines used and the size of the wind power facility; if the Improvements are constructed, the overall Nameplate Capacity of the

Improvements will not be less than the minimum stated above unless approved by the County and Owner in a mutually acceptable written amendment to this Agreement.

B. Improvements also shall include any other property in the Reinvestment Zone owned or leased by Owner and meeting the definition of "Eligible Property" that is used to produce wind power and perform other functions related to the production, distribution and transmission of electric power. County agrees, without limitation, that the wind turbines, towers, transmission lines, substations, and other related materials and equipment affixed to the land will constitute Improvements under this Agreement.

C. Owner anticipates commencing construction of the Improvements by December 31, 2013 and anticipates achieving the commercial operation on or before June 30, 2016. If Owner has not achieved commercial operation on or before December 31, 2016, this Agreement shall terminate unless the parties have agreed to extend the deadline for Owner to achieve commercial operation.

IV. Term and Portion of Tax Abatement; Taxability of Property

A. The County and Owner specifically agree and acknowledge that the property in the Reinvestment Zone shall be taxable in the following ways before and during the Term of this Agreement:

1. Property not eligible for Abatement, if any, shall be fully taxable at all times;

2. The Certified Appraised Value of property existing in the Reinvestment Zone prior to execution of this Agreement shall be fully taxable at all times;

3. Prior to commencement of the Abatement period designated in Paragraph IV(B), 100% of property taxes levied on the Certified Appraised Value of real and personal property owned by Owner and located in the Reinvestment Zone will be owed and payable by Owner;

4. County property taxes on the Certified Appraised Value of Eligible Property shall be abated for the periods and in the amounts provided for by Paragraph IV(B) below; and

5. 100% of the Certified Appraised Value of Eligible Property owned by Owner and existing in the Reinvestment Zone shall be fully taxable after expiration of the Abatement period designated in Paragraph IV(B), including during the remainder of the Term.

B. The County and Owner specifically agree and acknowledge that this Agreement shall provide for tax Abatement, under the conditions set forth herein, of all Roberts County property taxes as follows:

1. Beginning January 1, 2015 and ending upon the conclusion of ten full Calendar Years thereafter, the Abatement is 100%.

2. The foregoing percentage of property taxes on the Certified Appraised Value of all Improvements described in the Certificate (and actually in place in the Reinvestment Zone) are abated in the respective period designated above.

3. The foregoing percentage of property taxes on the Certified Appraised Value of any and all otherwise taxable personal property owned by Owner and located in the Reinvestment Zone are abated in the respective period designated above.

4. The base year (as of January 1, 2013) value for the proposed Improvements is zero.

5. The Abatement granted under this Agreement shall commence upon January 1, 2015, and shall expire at the end of the ten full Calendar Years. Notwithstanding any statement or implication in this Agreement to the contrary, the parties agree that the abatement granted hereby shall not extend beyond 10 Calendar Years.

C. A portion or all of the Improvements may be eligible for complete or partial exemption from ad valorem taxes as a result of existing law or future legislation. This Agreement is not to be construed as evidence that no such exemptions shall apply to the Improvements.

D. As additional consideration for the Abatement, Owner agrees to make an annual payment to the County of Twenty-Six Hundred Dollars ($2,600.00) multiplied by the total megawatts of Nameplate Capacity included in the Certificate (and actually installed and in place in the Reinvestment Zone) during the ten (10) years the Abatement is in effect. The first such payment for 2015 shall be delinquent if not paid on or before February 15, 2015; the remaining nine (9) payments are delinquent if not paid annually on or before each subsequent February 15. By way of illustration and example only, assuming a 100 megawatt project, the payment to the County would be $260,000 in such example (100 MWs x $2,600).

E. Owner agrees that the Improvements described in Paragraph III, once constructed, will remain in place until at least twenty (20) Calendar Years after the date the Certificate for such Improvements is provided to Roberts County by the Owner ("Term"); provided that nothing herein prevents Owner from replacing equipment or fixtures comprising the Improvements prior to that date, as long as such replacement does not result in a reduction of the Certified Appraised Value of the Improvements. In the event that Owner removes Improvements (comprising in the aggregate not more than 10% of all Improvements), the Owner's removal shall not be deemed a default under this Agreement if Owner pays to County as liquidated damages for such removal from the Abatement in this Agreement, within thirty (30) days after demand, all taxes for such removed Improvements (which otherwise would have been paid to

the County through the date of such removal without benefit of a tax abatement) with interest at the statutory rate under the Texas Tax Code, as amended, but without penalty. IN THE EVENT OF A BREACH OF THIS PARAGRAPH IV(E), THE SOLE REMEDY OF THE COUNTY, AND OWNER'S SOLE LIABILITY, WILL BE FOR OWNER TO PAY TO THE COUNTY THE FULL AMOUNT OF ACTUAL TAXES ABATED AT ANY TIME UNDER THIS AGREEMENT ON THE REMOVED IMPROVEMENTS, LESS ANY TAX PAYMENTS OR PAYMENTS IN LIEU OF TAXES MADE AT ANY TIME TO THE COUNTY FOR THE REMOVED IMPROVEMENTS. IN THE EVENT OF A BREACH OF THIS PARAGRAPH IV(E), ANY TAXES DUE BY OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.

V. Representations

The County and Owner make the following respective representations:

A. Owner represents and agrees that (i) Owner, its successors and/or assigns, will have a taxable interest with respect to Improvements to be placed on the Site; (ii) construction of the proposed Improvements described in Paragraph III will be performed by the Owner, its successors and/or assigns and/or their contractors or subcontractors, (iii) Owner's, its successors' and assigns' use of the property in the Reinvestment Zone is limited to that which is consistent with the general purpose of encouraging development or redevelopment of the area during the period of the Abatement, (iv) all representations made in this Agreement and in the Application for Abatement, if any, are true and correct in all material respects to the best of Owner's knowledge, and (v) Owner will make required filings, if any, by Owner with the Office of the Comptroller of Public Accounts and other governmental entities concerning this Agreement that may be required in the future.

B. The County represents that (i) the Reinvestment Zone and this Agreement have been created in accordance with Chapter 312 of the Texas Tax Code and the Roberts County Tax Abatement Guidelines and Criteria as both exist on the effective date of this Agreement; (ii) no interest in the Improvements is held or subleased by a member of the Commissioners Court, (iii) any member of the County Commissioners Court that has a potential economic or financial interest in the land on which the Improvements are located has abstained from any discussion, vote, or decision regarding this Agreement, (iv) that the property within the Reinvestment Zone is located within the legal boundaries of the County and (v) the County has made and will continue to make all required filings with the Office of the Comptroller of Public Accounts and other governmental entities concerning the Reinvestment Zone and this Agreement.

C. Owner represents and agrees that if it builds the Improvements and if commercial operation occurs, the Project will (i) add at least One Million Dollars ($1,000,000.00) to the tax roll of Eligible Property, and (ii) lead to a positive net economic benefit to Roberts County of at least One Million Dollars ($1,000,000.00) over the life of this

Agreement, computed to include (but not limited to) new sustaining payroll and/or capital improvement, and (iv) not solely or primarily have the effect of transferring employment from one part of Roberts County to another.

VI. Access to and Inspection of Property by County Employees

A. Owner shall allow the County's employees access to the Improvements for the purpose of inspecting any Improvements erected to ensure that the same are conforming to the minimum specifications of this Agreement and to ensure that all terms and conditions of this Agreement are being met. All such inspections shall be made only after giving Owner twenty-four (24) hours notice and shall be conducted in such a manner as to avoid any unreasonable interference with the construction and/or operation of the Improvements. All such inspections shall be made with one (1) or more representatives of Owner in accordance with all applicable safety standards.

B. Owner shall, within ninety (90) days of the beginning of each Calendar Year, certify annually to the County its compliance with this Agreement by providing written verification to the same to the County Judge.

VII. Default, Remedies and Limitation of Liability

A. No party may terminate this Agreement unless (i) such party provides written notice by certified mail, return receipt requested (a "Notice") to the other party specifying a material default in the performance of a material covenant or obligation under this Agreement and (ii) such failure is not (x) excused by the occurrence an event of Force Majeure or (y) cured by the other party within sixty (60) days after Notice thereof, or if such failure cannot be cured within a sixty (60)-day period, the other party shall have such additional time to cure such default as is reasonably necessary as long as such party has commenced remedial action to cure such failure and continued to diligently and timely pursue the completion of such remedial action. Notwithstanding the preceding portions of this paragraph, if any default arises from a violation of law resulting from a change in law, or a change in the interpretation or enforcement of law, by a governmental entity, then such default shall not give rise to the termination of this Agreement so long as the defaulting party acts in accordance with a commercially reasonable plan of action to cure such default prepared by such defaulting party and delivered to the other party. If Owner believes that any alleged termination is improper, Owner may file suit in the proper court challenging such termination. In the event of default which remains uncured after all applicable notice and cure periods, the County may pursue the remedies provided for in Paragraph VII(D) below or the preceding Paragraph IV(E), as applicable.

B. A party shall not declare a default, and no default will be deemed to have occurred, when the circumstances giving rise to such declaration are the result of "Force Majeure." For purposes of this Agreement, the term "Force Majeure" includes events not reasonably within the control of the party whose performance is sought to be

excused thereby, including the following causes and events (to the extent such causes and events are not reasonably within the control of the party claiming suspension): acts of God and the public enemy, strikes, lockouts or other industrial disturbances, inability to obtain material or equipment or labor, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water washouts, inclement weather, arrests and restraint of rulers and people, interruptions by government or court orders, present or future orders of any regulatory body, civil disturbances, explosions, breakage or accident to machinery or lines, freezing of lines, inability to obtain or delays in obtaining additional necessary rights-of-way or permits (provided Owner has used reasonable efforts to obtain such rights-of-way or permits), any laws, rules, orders, acts or restraint of government or governmental body or court, or the partial or entire failure of fuel supply or any other event that is beyond the reasonable control of the party claiming Force Majeure. Notwithstanding any other provision of this Agreement to the contrary, in the event a party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement (other than any obligation to make payment of any amount when due and payable hereunder), the obligation of such party, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any condition or event of Force Majeure, but for no longer period, and such condition or event shall so far as possible be remedied with all reasonable dispatch. The party prevented or hindered from performing shall give prompt (but in no event later than twenty (20) business days after the occurrence of such event) notice and reasonably full particulars of such event to the other party and shall take all reasonable actions within its power to remove the basis for nonperformance (including securing alternative supply sources) and after doing so shall resume performance as soon as possible. The settlement of strikes or lockouts or resolution of differences with workers shall be entirely within the discretion of the affected party, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts or differences by acceding to the demands of the opposing party in such strike, lockout or difference when such course is inadvisable in the reasonably exercised discretion of the affected party.

C. The County shall notify Owner and any Owner lender of which the County has notice of any default in writing in the manner prescribed herein. All contact information for purposes of a notice of default shall be provided to the County Judge. The notice shall specify the basis for the declaration of default, and Owner shall have periods of time specified above to cure any default. Any Owner lender of which the County has notice shall have the right to cure any defect or default, including any defect caused by an assignee or contractor of Owner, during the same cure periods provided for Owner under this Agreement.

D. As required by section 312.205 of the Texas Tax Code, if an Owner default remains uncured after all applicable notice and cure periods, the County shall be entitled to cancel the Agreement and recover the property tax revenue abated under this Agreement though the cancellation date.

E. LIMITATION OF LIABILITY: CANCELLATION OF THE AGREEMENT (RESULTING IN A FORFEITURE OF ANY RIGHT TO ABATEMENT HEREUNDER BEYOND THE CANCELLATION DATE), RECAPTURE OF PROPERTY TAXES ABATED ONLY AS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED IN PARAGRAPH VII(D) OF THIS AGREEMENT, AND/OR RECOVERY OF THE AMOUNTS PROVIDED FOR IN PARAGRAPH IV(E) ONLY AS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED IN PARAGRAPH IV(E), ALONG WITH ANY REASONABLY INCURRED COURT COSTS AND ATTORNEYS' FEES, SHALL BE THE COUNTY'S SOLE REMEDY, AND OWNER'S SOLE LIABILITY, IN THE EVENT OWNER FAILS TO TAKE ANY ACTION REQUIRED BY THIS AGREEMENT, INCLUDING ANY FAILURE TO PAY AMOUNTS OWED UNDER THIS AGREEMENT. OWNER AND COUNTY AGREE THAT THE LIMITATIONS CONTAINED IN THIS PARAGRAPH ARE REASONABLE AND REFLECT THE BARGAINED FOR RISK ALLOCATION AGREED TO BY THE PARTIES. IN THE EVENT OF A BREACH OF THIS AGREEMENT, ANY TAXES DUE BY OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.

F. Any notice of default under this Agreement shall prominently state the following at the top of the notice:

NOTICE OF DEFAULT UNDER TAX ABATEMENT AGREEMENT

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING DEFAULT UNDER YOUR TAX ABATEMENT AGREEMENT WITH THE COUNTY. FAILURE TO CURE THIS DEFAULT WITHIN SIXTY DAYS OF NOTICE OR OTHERWISE CURE THE DEFAULT WITHIN THE TIME PERIODS PROVIDED BY THE AGREEMENT SHALL RESULT IN TERMINATION OF THE TAX ABATEMENT AGREEMENT AND MAY INCLUDE RECAPTURE OF TAXES ABATED PURSUANT TO THAT AGREEMENT.

VIII. Compliance with State and Local Regulations

Nothing in this Agreement shall be construed to alter or affect the obligations of Owner to comply with any order, rule, statute or regulation of the County or the State of Texas.

IX. Assignment of Agreement

Owner may assign its rights and responsibilities hereunder; provided however, that Owner shall give at least 10 days' written notice of any such assignment to the County, and the assignment shall require that all conditions and obligations in this Agreement shall apply to and be binding upon assignee. Upon such assignment and assumption, Owner shall have no further rights, duties or obligations under the Agreement to the extent such rights, duties or obligations apply to the interest acquired by the assignee. No assignment shall be allowed if (a) the County has declared a default hereunder that has not been cured within all applicable

notice and cure periods, or (b) the assignee is delinquent in the payment of any amount required under this Agreement or ad valorem taxes owed to the County or any other taxing jurisdiction in the County. The parties hereto agree that a transfer of all or a portion of ownership interests in Owner to a third party shall not be considered an assignment under the terms of this Agreement and shall not require any consent of the County.

X. Notice

All notices, demands, or other communications of any type (collectively, "Notices") given shall be given in accordance with this Section. All Notices shall be in writing and delivered, by commercial delivery service to the office of the person to whom the Notice is directed (provided that that delivery is confirmed by the courier delivery service); by United States Postal Service (USPS), postage prepaid, as a registered or certified item, return receipt requested in a proper wrapper and with proper postage; by recognized overnight delivery service as evidenced by a bill of lading, or by facsimile transmission. Notices delivered by commercial delivery service shall be deemed delivered on receipt or refusal; notices delivered by USPS shall be deemed to have been given upon deposit with the same; facsimile notice shall be effective upon receipt by the sender of an electronic confirmation. Regardless of the method of delivery, in no case shall notice be deemed delivered later than actual receipt. In the event of a notice of default given pursuant to Article VII, such notice shall be given by at least two (2) methods of delivery and consistent with Section VII(F). All Notices shall be mailed or delivered to the following addresses:

To the Owner:
Miami Wind I LLC
Attn: General Counsel.
One S. Wacker Dr., Suite 1900
Chicago, IL 60606

To the County:
Roberts County Judge
Roberts County Courthouse
300 E. Commercial
Miami, Texas 79059

Any party may designate a different address by giving the other party at least ten (10) days written notice in the manner prescribed above.

XI. Severability

In the event any section or other part of this Agreement is held invalid, illegal, factually insufficient, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid sections or other part. In the event that (i) the term of the Abatement with respect to any property is longer than allowed by law, or (ii) the Abatement applies to a broader classification of property than is allowed by law, then the Abatement shall be valid with respect to the classification of property not deemed overly broad, and for the portion of the

term of the Abatement not deemed excessive. Any provision required by the Tax Code to be contained herein that does not appear herein is incorporated herein by reference.

XII. Applicable Law

This Agreement shall be construed under the laws of the State of Texas.

XIII. Amendment

Except as otherwise provided, this Agreement may be modified by the parties hereto upon mutual written consent to include other provisions which could have originally been included in this Agreement or to delete provisions that were not originally necessary to this Agreement pursuant to the procedures set forth in Chapter 312 of the Texas Tax Code.

XIV. Guidelines and Criteria

This Agreement is entered into by the parties consistent with the Roberts County Tax Abatement Guidelines and Criteria. To the extent this Agreement modifies any requirement or procedure set forth in the Roberts County Tax Abatement Guidelines and Criteria, those Guidelines and Criteria are deemed amended for purposes of this Agreement only.

XV. Entire Agreement

This Agreement contains the entire and integrated Tax Abatement Agreement between the County and Owner, and supersedes any and all other negotiations and agreements, whether written or oral, between the parties. This Agreement has not been executed in reliance upon any representation or promise except those contained herein.

XVI. Coordination of Local Hiring and Services

Owner shall use reasonable commercial efforts to maximize its use of Roberts County labor and services and supplies purchased from Roberts County businesses in the course of performing under this Agreement, as is further described in the Local Goods and Services Plan attached to this Agreement as Attachment B.

XVII. Road and Bridge Maintenance

During construction of the Improvements, Owner agrees to use commercially reasonable efforts to minimize the disruption to County roads and bridges and agrees to repair any damage caused to County roads or bridges by Owner or its agents. After construction, Owner will leave such County roads and bridges in a state of equal or better condition than they were prior to construction, excepting normal wear and tear. Any upgrade or requirement to upgrade any road or bridge used or necessary for Owner's operations will be borne solely by Owner. After construction, the County will only be responsible for the normal routine maintenance of the County roads and bridges and Owner will be responsible for any

extraordinary repair or maintenance caused to County roads or bridges by Owner or its agents.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the County as authorized by the County Commissioners Court on September 9, 2013, and executed by the Owner on the date shown below.

Roberts County Commissioners Court

Vernon Cook
Roberts County Judge

abstained C.W.
Cleve Wheeler
Precinct 1 Commissioner

abstained K.R.G.
Ken R. Gill
Precinct 2 Commissioner

Kelly V. Flowers
Precinct 3 Commissioner

James F. Duvall, Jr.
Precinct 4 Commissioner

Attest:

Toni Rankin, Roberts County Clerk

MIAMI WIND I, LLC

By: _____ Date: September 3rd, 2013

Name: Bryan Schueler

Its: Vice President

Attachment A

Attached is the Resolution Designating Reinvestment Zone dated on or about September 9, 2013 (Roberts County Reinvestment Zone #1), duly passed by the Roberts County Commissioners Court, and a map depicting the location of Roberts Reinvestment Zone #1.

RESOLUTION ADOPTING AND DESIGNATING REINVESTMENT ZONE IN THE JURISDICTION OF ROBERTS COUNTY, TEXAS

STATE OF TEXAS }
}
COUNTY OF ROBERTS }

WHEREAS, the Commissioners Court of Roberts County, Texas (the "County") desires to make available tax abatement relief in the area which is the subject of this resolution in order to encourage the development of primary employment and to attract major investment in the County; and,

WHEREAS, the County has elected to become eligible to participate in tax abatement agreements under the provisions of the Texas Property Redevelopment and Tax Abatement Act (Chapter 312 of the Texas Tax Code); and,

WHEREAS, the County has adopted guidelines and criteria governing tax abatement agreements in a resolution dated on or about March 11, 2013(the "Abatement Guidelines and Criteria"); and,

WHEREAS, a public hearing is required by Chapter 312 of the Texas Tax Code prior to approval of a reinvestment zone; and

WHEREAS, the County (a) timely published or posted all applicable notices of public hearing regarding the designation of the attached real estate described in the attached Exhibit A as a reinvestment zone for tax abatement purposes, and (b) timely notified all applicable presiding officers of the governing body of each taxing unit that includes in its boundaries real property that may be included in the proposed reinvestment zone;

WHEREAS, one or more companies approached the County, said companies have proposed improvements within the reinvestments zone described in the attached Exhibit A, and the proposed improvements are feasible and of benefit to the reinvestment zone after expiration of an abatement agreement; and

WHEREAS, the property described on Exhibit A meets the criteria established in the Abatement Guidelines and Criteria; and

WHEREAS, the designation of the reinvestment zone would contribute to the retention or expansion of primary employment or would attract major investment in the reinvestment zone that would be of benefit to the property described on Exhibit A and would contribute to the economic development of the County; and

WHEREAS, all interested members of the public were given an opportunity to make comment at the public hearing.

NOW, THEREFORE, BE IT ORDERED, by the **Commissioners Court** of Roberts **County,** that

The County hereby designates the property located in Roberts County, Texas having the property description in Exhibit A attached to this Order, as a Reinvestment Zone under the Roberts County Abatement Guidelines and Criteria, having determined that (a) the property described on Exhibit A meets the criteria established in the Roberts County Abatement Guidelines and Criteria, (b) the designation of such Reinvestment Zone would contribute to the retention or expansion of primary employment or would attract major investment in the Reinvestment Zone that would be of benefit to the property described on Exhibit A would contribute to the economic development of the County.

The foregoing Resolution was lawfully moved by J. Duvall, **duly seconded by** K Flowers, **and duly adopted by the Roberts County Commissioner's Court, the 8th day of April 2013.**

Vernon H. Cook
Roberts County Judge

Cleve Wheeler
Commissioner Precinct 1

Exhibit "B"
Ken Gill
Commissioner Precinct 2

Kelly Flowers
Commissioner Precinct 3

Jim Duvall
Commissioner Precinct 4

ATTEST:

Toni Rankin
Roberts County Clerk

Exhibit A

REINVESTMENT ZONE

PROPOSED ROBERTS COUNTY RENEWABLE ENERGY ZONE

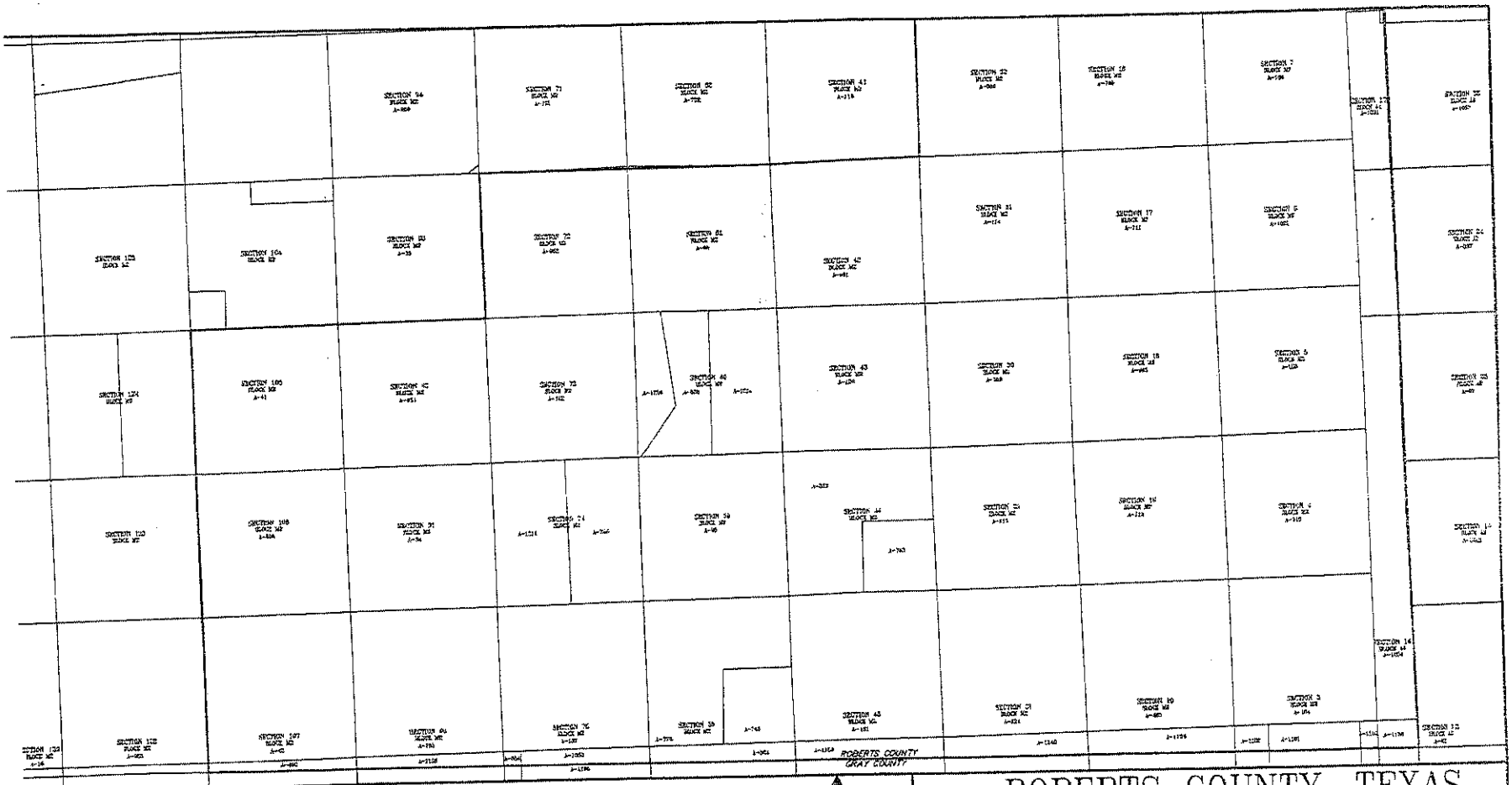
PIONEER GREEN ENERGY, LLC - MIAMI WIND PROJECT

APPROXIMATELY 27,820 ACRES, MORE OR LESS

LEGAL DESCRIPTION: BEING ALL OF AND ANY PORTIONS OF THE FOLLOWING SECTIONS OF LAND LYING IN AND BEING SITUATED OUT OF ROBERTS COUNTY, TEXAS AND CONTAINING APPROXIMATELY 27,820 ACRES OF LAND, MORE OR LESS; SAID SECTIONS OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- Section 11, Block M2, Abstract 108, H & GN RR Survey
- Section 13, Block M2, Abstract 109, H & GN RR Survey
- Section 10, Block M2, Abstract 767, H & GN RR Survey
- Section 14, Block M2, Abstract 957, H & GN RR Survey
- Section 9, Block M2, Abstract 107, H & GN RR Survey
- Section 8, Block M2, Abstract 985, H & GN RR Survey
- Section 15, Block M2, Abstract 110, H & GN RR Survey
- Section 32, Block M2, Abstract 960, H & GN RR Survey
- Section 16, Block M2, Abstract 769, H & GN RR Survey
- Section 7, Block M2, Abstract 106, H & GN RR Survey
- Section 6, Block M2, Abstract 1021, H & GN RR Survey
- Section 17, Block M2, Abstract 111, H & GN RR Survey
- Section 31, Block M2, Abstract 114, H & GN RR Survey
- Section 42, Block M2, Abstract 961, H & GN RR Survey
- Section 61, Block M2, Abstract 96, H & GN RR Survey
- Section 72, Block M2, Abstract 952, H & GN RR Survey
- Section 105, Block M2, Abstract 41, H & GN RR Survey
- Section 92, Block M2, Abstract 951, H & GN RR Survey
- Section 73, Block M2, Abstract 102, H & GN RR Survey
- Section 60, Block M2, Abstract 1206, Abstract 825 & Abstract 1214, H & GN RR Survey
- Section 43, Block M2, Abstract 120, H & GN RR Survey
- Section 30, Block M2, Abstract 959, H & GN RR Survey
- Section 18, Block M2, Abstract 963, H & GN RR Survey
- Section 5, Block M2, Abstract 105, H & GN RR Survey
- Section 4, Block M2, Abstract 919, H & GN RR Survey
- Section 19, Block M2, Abstract 112, H & GN RR Survey
- Section 29, Block M2, Abstract 113, H & GN RR Survey
- Section 44, Block M2, Abstract 826 & Abstract 743, H & GN RR Survey
- Section 59, Block M2, Abstract 95, H & GN RR Survey
- Section 74, Block M2, Abstract 1211 & Abstract 786, H & GN RR Survey
- Section 91, Block M2, Abstract 34, H & GN RR Survey
- Section 106, Block M2, Abstract 895, H & GN RR Survey
- Section 107, Block M2, Abstract 42, H & GN RR Survey
- Section 90, Block M2, Abstract 785, H & GN RR Survey

- Section 75, Block M2, Abstract 103, H & GN RR Survey
- Section 58, Block M2, Abstract 776 & Abstract 743, H & GN RR Survey
- Section 45, Block M2, Abstract 121, H & GN RR Survey
- Section 28, Block M2, Abstract 824, H & GN RR Survey
- Section 20, Block M2, Abstract 823, H & GN RR Survey
- Section 3, Block M2, Abstract 104, H & GN RR Survey
- Section 2, Block M2, Abstract 1101, Abstract 1102 & Abstract 1103, H & GN RR Survey
- Section 21, Block M2, Abstract 1139, H & GN RR Survey
- Section 27, Block M2, Abstract 1140, H & GN RR Survey
- Section 46, Block M2, Abstract 1159, H & GN RR Survey
- Section 57, Block M2, Abstract 304, H & GN RR Survey
- Section 76, Block M2, Abstract 1058 & Abstract 954, H & GN RR Survey
- Section 89, Block M2, Abstract 1138, H & GN RR Survey
- Section 108, Block M2, Abstract 893, H & GN RR Survey
- Section 1, Block S, Abstract 1136, John Stump Survey
- Section 16, Block 44, Abstract 1004, HT Gill Survey
- Section 17, Block 44, Abstract 1031 & Abstract 1182, D. Kivlehen Survey



John F. Watson & Company

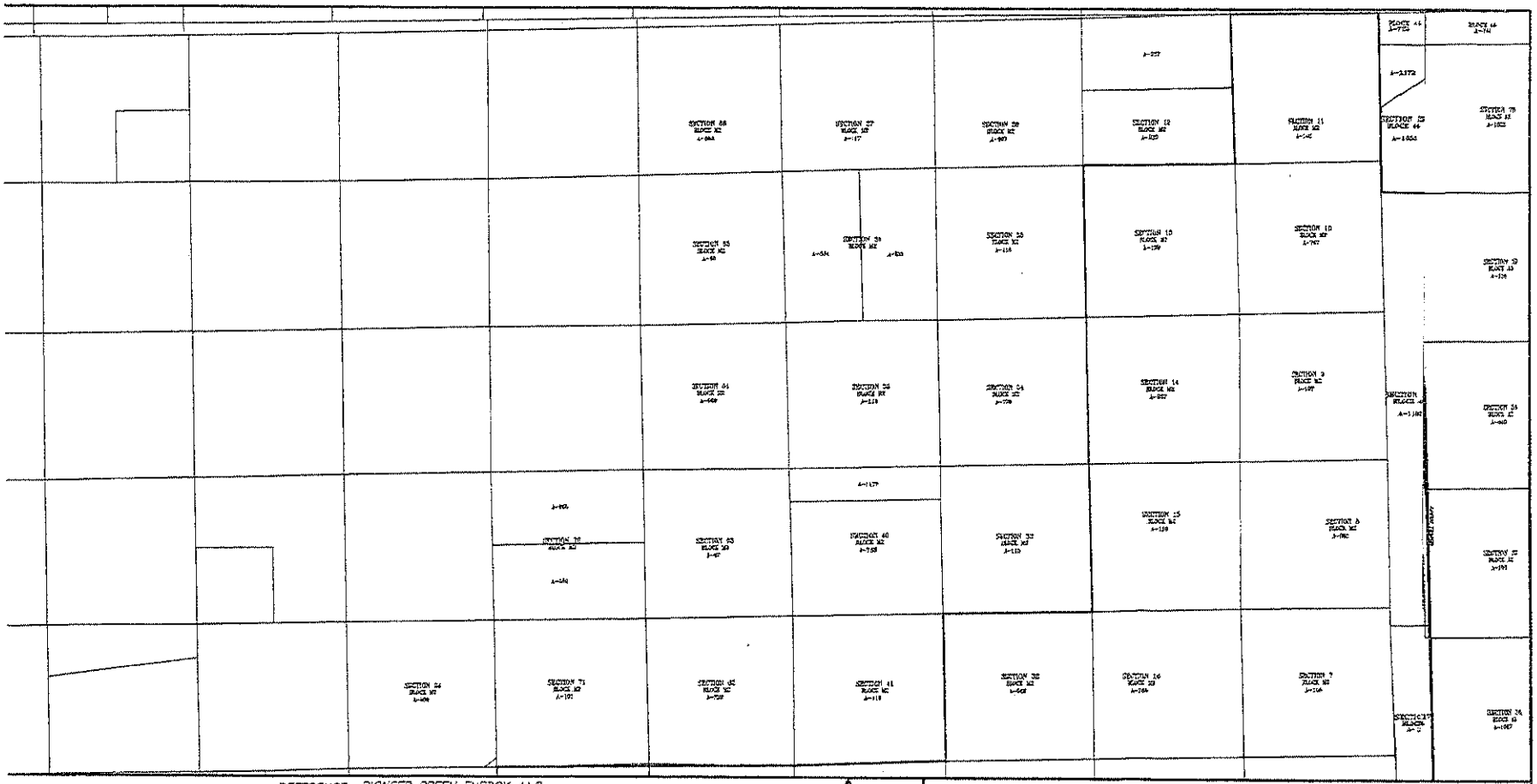
LAND & DEVELOPMENT SERVICES
PROFESSIONAL LAND SURVEYORS

P. Box 3510
Idland, Texas 79702
ason@swindcantwater.com

off. (432) 520-2400
fax. (432) 520-2404
mob. (432) 528-0074

REFERENCE PIONEER GREEN ENERGY, LLC DATE 02/19/2013
FILE NAME 2012/MIAMI WIND/JFWCO-MIAMI BASE
LEGAL DESCRIPTION: ROBERTS COUNTY RENEWABLE ENERGY ZONE
SEE ATTACHED LEGAL DESCRIPTION
ROBERTS COUNTY, TEXAS
SCALE 1" = 4000'
JOB NO.: 12-0298 FIELD BOOK - DRAFT JFW REV.-

ROBERTS COUNTY, TEXAS
RENEWABLE ENERGY ZONE



John F. Watson & Company
LAND & DEVELOPMENT SERVICES
PROFESSIONAL LAND SURVEYORS
P.O. Box 9510
Midland, Texas 79708
jwatson@windearthwater.com
off. (432) 520-2480
fax. (432) 520-2404
mob. (432) 528-0074

REFERENCE PIONEER GREEN ENERGY, LLC
FILE NAME 2012/MIAMI WIND/JFW/CO-MIAMI BASE DATE 02/19/2013
LEGAL DESCRIPTION: ROBERTS COUNTY RENEWABLE ENERGY ZONE
SEE ATTACHED LEGAL DESCRIPTION
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ROBERTS COUNTY, TEXAS
RENEWABLE ENERGY ZONE

Exhibit "B"

046541

AFFIDAVIT

STATE OF TEXAS §
§
COUNTY OF ROBERTS §

I, Ken R. Gill, as Commissioner of Precinct Number Two and as a member of the Roberts County Commissioners Court, make this affidavit and hereby under oath state the following:

"I have a substantial interest in a business entity or real property that may receive a special economic effect by a vote or decision of the Roberts County Commissioners Court and the economic effect on real property is distinguishable from its effect on the general public. What constitutes a "substantial interest," "business entity," "real property" and a "special economic effect" are terms defined in chapter 171 of the Texas Local Government Code. My interest with business entity, Pioneer Green Engergy, L.L.C., 1802 Lavaca St., Ste. 200, Austin, Texas 78701, with whom I have entered a Memorandum Lease and Easement agreement, which relates to real property owned by me and described as follows: All of Section 7, Block M-2, Cert. No. 13/2741, Abstract No. 106, H&GN RR. Co. Survey, totaling 640 acres, in Roberts County, Texas and the E/2 of Section 16, Block M-2, H&GN RR. Co. Survey, totaling 320 acres in Roberts County, Texas. Said Memorandum was recorded on June 6, 2011, in Vol. 247, p. 368 of the Official Public Records of Roberts County, Texas

The nature of my substantial interest in this business entity or real property is real property is involved and I have an equitable or legal ownership with a fair market value of at least $2500.

Upon the filing of this affidavit with the official record keeper for the local governmental entity, I affirm that I shall abstain from any discussion, vote, or decision involving this business entity or real property and from any further participation in this matter whatsoever."

Ken R. Gill, Commissioner Precinct 2

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BEFORE ME, the undersigned authority, this day personally appeared Ken R. Gill and by oath swore that the facts herein above stated are true and correct to the best of his knowledge and belief.

SUBSCRIBED AND SWORN TO BEFORE ME by Ken R. Gill, this 8th day of April 2013.

Tresa A. Seuhs

Notary Public, State of Texas

TRESA A. SEUHS
NOTARY PUBLIC,
STATE OF TEXAS
My Commission Expires 01-11-2015

FILED
TONI RANKIN
County Clerk, Roberts County, Texas
9:00 Am
APR 08 2013
Toni Rankin

Deputy

Attachment B

LOCAL GOODS AND SERVICES PLAN

Owner agrees that it and its contractors, if any, will use reasonable commercial efforts to use Roberts County area businesses in the construction, operation and maintenance of the Project; provided, however that Owner shall not be required to use goods and services provided by County residents that are not (i) of similar quality to those provided by nonresidents or (ii) made available on terms, conditions and price comparable to those offered by nonresidents. Comparable price shall be defined as less than or equal to 105% of the nonresident price for equivalent quality, conditions and terms. The County understands that the Project will be located in more than one county, Owner may use goods and services from other nearby counties, and such use will not be construed as a violation of this Agreement. Within ninety (90) days following completion of physical construction of the Project, Owner shall provide the County with a written project summary showing its compliance with the requirement set forth in this Local Spending and Support Plan.

Owner designates the following department and phone number to be available to provide information to any individuals, businesses and contractors residing or doing business in the County who are interested in obtaining information about providing goods or services related to the construction of the Project: Utopia Hill, Senior Manager, Procurement, 312-582-1442 ("Local Services Coordination Department"); Owner may change the Local Services Coordination Department phone number or other contact information upon written notice to the County provided in the same manner as Section X. The County may give out the Local Services Department information to local individuals, businesses and contractors residing or doing business in the County who are interested in obtaining information about providing goods or services related to the construction of the Project. Additionally, Owner or its construction contractor, if any, shall advertise in local newspapers in Roberts County for local contractors to perform work on the construction of the Project.

FILED
TONI RANKIN
County Clerk, Roberts County, Texas
11:30 Am
SEP 09 2013
Toni Rankin

Deputy