

THE STATE OF TEXAS §
 §
COUNTY OF ARMSTRONG §

**MODIFICATION TO
TAX ABATEMENT AGREEMENT
ROUTE 66 WIND POWER, LLC**

This **Modification to Tax Abatement Agreement** (hereinafter referred to as the "Modification") is made and entered into by and between **Armstrong County** (the "County") and **Route 66 Wind Power, LLC**, a limited liability company authorized to do business in Texas, hereinafter all referred to as "Owner", located in **ARMSTRONG COUNTY REINVESTMENT ZONE NO. 1** ("Reinvestment Zone").

AUTHORIZATION

This Modification is authorized under Section 312.208 of the Texas Tax Code because (i) the provisions of this modification could have been included in the original Agreement and (ii) this modification has been entered into following the same procedure in which the application was approved and executed.

RECITALS

The County and Owner hereby agree that the following statements are true and correct and constitute the basis upon which the County and Owner have entered into this Modification.

1. The County and Owner previously entered into a Tax Abatement Agreement (attached hereto as Exhibit "A"), as approved and executed by Commissioners Court on March 11, 2013 (the "**Agreement**") filed in the County Clerk's Office. Under the Agreement, Owner agreed to construct certain real and personal property improvements on property in the County and located within the Armstrong County Reinvestment Zone No. 1 in return for certain property tax abatements granted to Owner by the County.

2. Under the Agreement the Owner was required to use commercially reasonable efforts to complete construction by no later than December 31, 2014.

3. As additional consideration for the abatement, Owner agreed to make an annual payment (the "Annual Payment") to the county of (\$1,500/MW/YR) of Turbine Nameplate Capacity included in the Certificate (and actually placed in the Reinvestment Zone), subject to a minimum payment based upon Fifty (50) megawatts during the ten (10) years the abatement is in effect. The first such payment was to be due and payable on October 1, 2015, and delinquent if not paid on or before January 31, 2016.

4. Owner has requested County to modify the Agreement to permit Owner to delay completion of construction to no later than December 31, 2015 through the use of commercially reasonable efforts. The owner is also requesting that the first payment of the Annual Payment be

due and payable on October 1, 2016 and be delinquent if not paid on or before January 31, 2017, with the remaining nine (9) payments due and payable annually on or before October 1 thereafter and delinquent if not paid on or before the immediately following January 31.

NOW THEREFORE, the County and Owner, for and in consideration of the terms and conditions set forth herein, do hereby contract, covenant and agree as follows:

A. Section III. C. is hereby modified to read as follows:

SECTION III. C. Owner shall use commercially reasonable efforts to complete construction by no later than December 31, 2015.

B. Section IV. D. is hereby modified to read as follows:

SECTION IV. D. As additional consideration for this Abatement, Owner agrees to make an annual payment to the County of One Thousand, Five Hundred Dollars per megawatt per year (\$1,500/MW/YR) of Turbine Nameplate Capacity included in the Certificate (and actually in place in the Reinvestment Zone), subject to a minimum payment based upon Fifty (50) megawatts during the ten (10) years the abatement is in effect. The first such payment is to be due and payable on October 1, 2016 and delinquent if not paid on or before January 31, 2017, with the remaining nine (9) payments due and payable annually on or before October 1 thereafter and delinquent if not paid on or before the immediately following January 31.

C. Nothing in this Modification waives any tax payment that may be assessed on the partially completed project based upon an appraisal district valuation on January 1, 2015.

D. Except as otherwise specifically amended in this Modification, the Agreement shall remain in full force and effect.

E. This Modification contains the entire understanding and agreement between the County and Owner, their assigns and successors in interest, as to the matters contained herein.

This Modification is executed by the parties in multiple originals, each having full force and effect, and the effective date of this agreement is the date of the countersignature of the County Judge.

Armstrong County

By: Ida Reed
COUNTY JUDGE
ARMSTRONG COUNTY, TEXAS

Date signed: November 10, 2014

ROUTE 66 WIND POWER, LLC

by First Wind Texas Holdings, LLC its member

by First Wind Route 66 Portfolio LLC, its member

By: Amanda Wallace
by Corridor Energy LLC, its member

Name: Amanda Wallace

Title: Authorized Signatory

Date signed: 9/15/15

EXHIBIT "A"
TAX ABATEMENT AGEEMENT
{Attached}

TAX ABATEMENT AGREEMENT

Between

ARMSTRONG COUNTY and ROUTE 66 WIND POWER, LLC

State of Texas

County of Armstrong

This Tax Abatement Agreement (the "Agreement") is made and entered into by and between Armstrong County, Texas ("County"), acting through its duly elected officers and Route 66 Wind Power, LLC, and its owners and assigns, ("Owner"), as owner of Eligible Property (as hereinafter defined) to be located on the tract of land comprising the Armstrong County 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.

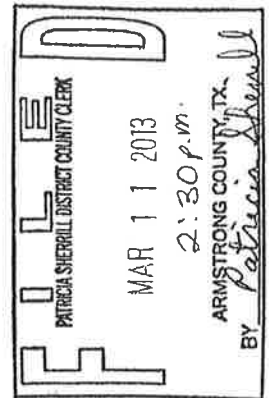
I. Authorization

This Agreement is authorized and governed by Chapter 312 of the Texas Tax Code, as in effect on the date hereof, and by the Armstrong County Guidelines and Criteria for Granting Tax Abatements.

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.
- B. "Calendar Year" means each year beginning 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, outlining the Improvements and stipulating the overall Turbine Nameplate Capacity of the project. Upon receipt of the Certificate, the County, with seventy two (72) hours notice, may inspect the property 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 Armstrong County Reinvestment Zone 1, as certified by the Armstrong County Appraisal District for each taxable year.

- E. "Eligible Property" means property eligible for Abatement under the Armstrong County Guidelines and Criteria for Granting Tax Abatements, 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 Armstrong County Guidelines and Criteria for Granting Tax Abatements. 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 period covered by the Agreement 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 wind turbines and towers, foundations, roads, padmount transformers, collection system, operations and maintenance buildings, meteorological towers, substations, generator transmission tie line, communications equipment and switching station that will be located in Armstrong County.
- G. "Owner" means Route 66 Wind Power, LLC, the entity that owns or leases the Real Property for which Abatement is being granted, and any assignee or successor in interest of Route 66 Wind, LLC. The term "Route 66 Wind Power, LLC" means and includes the 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 Armstrong County Reinvestment Zone 1, the reinvestment zone (as that term is defined in Chapter 312 of the Texas Tax Code) created by Armstrong 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. "Turbine 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 contemplates making the following Improvements in consideration for the Abatement set forth in Paragraph IV of the Agreement:

- A. Owner agrees to use commercially reasonable efforts to construct Improvements on the Site consisting of a wind power facility with a currently anticipated capacity of approximately Twenty Five(25) megawatts of overall Turbine Nameplate Capacity located in the Reinvestment Zone. The Project may be constructed in one or more phases, and each phase may have its own LLC or other form of special purpose project company. Owner may assign rights and responsibilities contained herein to each such project entity in relation to the number of megawatts to be installed by such project company. The Certified Appraised Value will depend upon annual appraisals by the Armstrong County Appraisal District. The number of turbines will vary depending on the types of turbines used and the size of the wind power facility.
- B. Improvements also shall only include property in the Reinvestment Zone meeting the definition of "Eligible Property" that is used to produce wind power and perform other functions related to, or in support of, the production or transmission of wind generated electrical power within Armstrong County Reinvestment Zone 1.
- C. Owner shall commence construction of the Improvements by no later than December 31, 2013, and shall use commercially reasonable efforts to complete construction by no later than December 31, 2014.

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 Owner's real and personal property located in the Reinvestment Zone will be owed and payable by Owner;

4. 100% of County property taxes on the Certified Appraised Value of Eligible Property shall be abated for the periods and in the amounts as provided for by Paragraph IV(B) below; and
5. 100% of the Certified Appraised Value of Eligible Property existing in the Reinvestment Zone shall be fully taxable after expiration of the abatement period designated in Paragraph IV(B).

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 Armstrong County property taxes as follows:

1. Beginning on the January 1st of the tax year in which the Owner's completed project or discrete project phase is placed on the tax rolls and ending upon the conclusion of ten full Calendar Years thereafter, the Abatement is 100%.
2. 100% 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. 100% 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.

C. A portion of all 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 such exemptions shall not apply to the Improvements.

D. As additional consideration for this Abatement, Owner agrees to make an annual payment to the County of One Thousand, Five Hundred Dollars per megawatt per year (\$1,500.00/MW/YR) of Turbine Nameplate Capacity included in the Certificate (and actually in place in the Reinvestment Zone), subject to a minimum payment based upon Twenty Five megawatts during the ten (10) years the abatement is in effect. The first such payment shall be due and payable on October 1, 2015, and delinquent if not paid on or before January 31, 2016, with the

remaining nine (9) payments due and payable annually on or before October 1 thereafter and delinquent if not paid on or before the immediately following January 31.

- 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 Armstrong 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, within thirty (30) days after demand, all taxes for such removed Improvements which otherwise would have been paid to the County for the then-remaining portion of the Term had the Improvements not been removed. For each year of the Term remaining, the amount of taxes due as liquidated damages for Owners removal of Improvements shall be calculated based upon the (i) forecasted value of the Improvements and (ii) applicable tax rate, in each case of the year such taxes are assessed, such forecasted value to be based on the appraised value of the last complete tax year in which the Improvements were in operation and the scheduled depreciation thereof. IN THE EVENT OF A BREACH OF THIS PARAGRAPH IV(E), THE REMEDY PROVIDED ABOVE SHALL BE THE SOLE REMEDY OF THE COUNTY, AND SHALL CONSTITUTE OWNER'S SOLE LIABILITY. 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 if constructed, (i) Owner, its successors and/or assigns, will have a taxable interest with respect to Improvements to be placed on the property; (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 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 Armstrong County Guidelines and Criteria for Granting Tax Abatements as both exist on the effective date of this Agreement; (ii) no abatement will apply to Improvements or the land on which they are located if such land is owned or leased by a member of the County Commissioners Court as of the effective date of this Agreement, (iii) that the property on which the Improvements will be located within the Reinvestment Zone is located within the legal boundaries of the County and (iv) 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.

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 seventy two (72) hour 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 after the beginning of each Calendar Year, certify annually to the County its compliance with this Agreement by providing a written statement to the same to the County Judge.

VII. Default, Remedies and Limitations of Liability

- A. The County may declare a default if Owner breaches any material term or condition of this Agreement. If the County declares a default of this Agreement, this Agreement shall terminate, after notice and opportunity to cure as provided for below, or the County may modify the Agreement upon mutual agreement with Owner. In the event of default, the County may pursue the remedies provided for in Paragraph VII(B) and VII(C) below or the preceding Paragraph IV(E), as applicable. The County 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". "Force Majeure" means any contingency or cause beyond the reasonable control of Owner, including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or

defacto governmental action (unless caused by acts or omissions of Owner), fires, explosions, floods, tornadoes and strikes.

- B. The County shall notify (i) Owner and (ii) any lender of record in the Real Property Records of Armstrong County of any default in writing in the manner prescribed herein. All contact information for purposes of a notice default shall be provided to the County Judge. The Notice shall specify the basis for the declaration of default, and Owner shall have ninety (90) days from the date of such notice to cure any default, except that where the default is incapable of being cured within ninety (90) days using reasonable business efforts, Owner shall commence performance of the cure within thirty (30) days after receipt of notice and diligently pursue those efforts until the default is cured. Owner and any lender of which the County has notice shall maintain the right to cure any defect, including any defect caused by an assignee or contractor of Owner during the same cure period identified in the foregoing sentence.
- C. As required by section 312.205 of the Texas Tax Code, if Owner fails to make the Improvements as provided for by this Agreement, the County shall be entitled to cancel the Agreement and recapture property tax revenue lost as a result of the Agreement, subject to the above provisions regarding notice and right to cure.
- D. 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(C) 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 PARAGRAPHS IV(E) AND VII(B), ALONG WITH ANY REASONABLY INCURRED COSTS AND FEES, SHALL BE THE COUNTY'S SOLE REMEDY, AND OWNER'S SOLE LIABILITY, IN THE EVENT OWNER FAILS TO MAKE THE SPECIFIED IMPROVEMENTS OR TAKE OTHER 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.
- E. 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 NINETY DAYS OF NOTICE OR OTHERWISE CURE THE DEFAULT AS PROVIDED BY THE AGREEMENT SHALL RESULT IN TERMINATION OF THE TAX ABATEMENT AGREEMENT AND PAYMENT OF LIQUIDATED DAMAGES AS PROVIDED IN THE 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

The parties agree that the rights and obligations under this Agreement may be assigned, in whole or in part, by Owner to one or more assignees, provided Owner provides the County with twenty (20) days written notice prior to any such assignment and provides the County with a copy of the assignment agreement after it has been entered into. Upon such an assignment, the assignor shall no longer have any interest or liability with respect to the assigned rights and obligations, and a new abatement agreement with the same terms and conditions as this Agreement but with respect only to such assigned rights and obligations shall be deemed to exist between the assignee and the County. Upon the written request of the assignor or assignee, the County shall acknowledge in writing any such assignment and any such new abatement agreement.

X. Notice

All notices, demands and 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. Notice 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. 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 one of the methods of delivery consistent with Section VII(E). All Notices shall be mailed or delivered to the following addresses:

To the Owner: Route 66 Wind Power, LLC

ATTN: Contract Administrator
25 Braintree Park, Suite 200
Braintree, MA 02184
:

To the County:

Armstrong County Judge
Armstrong County Courthouse
P.O. Box 189
Claude TX 79019
Fax: 806-226-2030

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 Armstrong County Guidelines and Criteria for Granting Tax Abatements. To the extent this Agreement modifies any requirement or procedures set forth in the Armstrong County 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 require its general contractor to use reasonable commercial efforts to maximize its use of Armstrong County labor and services and supplies purchased from Armstrong County businesses in the course of performing under this Agreement, as is further described in the Local Spending and Support Plan attached to this Agreement as Attachment B.

XVII. Road Maintenance


During construction of the Improvements, Owner agrees to use commercially reasonable efforts to minimize the disruption to County roads caused by the construction process and agrees to repair any damage caused to County roads by Owner or its agents during the construction period. After construction, Owner will leave such County roads in a state of equal or better condition than they were in prior to construction, excepting normal wear and tear. Any upgrade or requirement to upgrade any road 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.

In Testimony of which, this Agreement has been executed by the County as authorized by the County Commissioners Court and executed by the Owner on the respective dates shown below.

ARMSTRONG COUNTY, TEXAS, by:



County Judge



Commissioner, Precinct 1

Gina Bul
Commissioner, Precinct 2

Tom Allen
Commissioner, Precinct 3

C. M. Bryant
Commissioner, Precinct 4

Patricia Sherrill
Attest: Patricia Sherrill, County Clerk

3-11-2013
Date

Route 66 Wind Power, LLC
By: [Signature] MCB
Sen McCabe

Its Executive Officer

Date: 3/11/13

Attachment A

Attached is the Order Designating Reinvestment Zone dated March 11, 2013, (Armstrong County Reinvestment Zone 1), duly passed by the Armstrong County Commissioners Court, and a map depicting the location of Armstrong County Reinvestment Zone 1.

RESOLUTION OF THE COMMISSIONERS
COURT OF ARMSTRONG COUNTY, TEXAS
DESIGNATING ARMSTRONG COUNTY REINVESTMENT ZONE 1

A RESOLUTION DESIGNATING A CERTAIN AREA AS A REINVESTMENT ZONE FOR A COMMERCIAL/INDUSTRIAL TAX ABATEMENT IN ARMSTRONG COUNTY, TEXAS, ESTABLISHING THE BOUNDARIES THEREOF, AND PROVIDING FOR AN EFFECTIVE DATE.

Whereas, the Commissioners Court of Armstrong County, Texas, desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone as authorized by the Property Redevelopment and Tax Abatement Act, as amended (Texas Property Tax Code §312.001, *et seq.*), and the Guidelines and Criteria of the Commissioners Court of Armstrong County for Granting a Tax Abatement in Reinvestment Zone created in Armstrong County, Texas (the "Guidelines"); and

Whereas, on March 11, 2013, a hearing before the Commissioners Court of Armstrong County, Texas, was held, such date being at least seven (7) days after the date of publication of the notice of such public hearing in the local newspaper of general circulation in Armstrong County and the delivery of written notice to the respective presiding officers of each taxing entity that includes within its boundaries real property that is to be included in the proposed reinvestment zone; and

Whereas, the Commissioners Court of Armstrong County, Texas, at such public hearing invited any interested person to appear and speak for or against the creation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone; and

Whereas, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the reinvestment zone and opponents, if any, of the reinvestment zone appeared to contest the creation of the reinvestment zone.

BE IT RESOLVED BY THE COMMISSIONERS COURT OF ARMSTRONG COUNTY, TEXAS:

Section 1. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 2. That the Commissioners Court of Armstrong County, Texas, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

- a. That the public hearing on adoption of the reinvestment zone has been properly called, held and conducted and that notice of such hearing has been published as required by law and mailed to the respective presiding officers of the governing bodies and all taxing units overlapping the territory inside the proposed reinvestment zone; and
- b. That the boundaries of the reinvestment zone should be the area described in the attached Exhibit "A" and depicted in the map attached hereto as Exhibit "B", which are incorporated herein by reference for all purposes. In the event of discrepancy between the descriptions of Exhibit "A" and map in Exhibit "B", the map shall control; and
- c. That the creation of the reinvestment zone will result in benefits to Armstrong County, Texas, and to the land included in the zone and that the improvements sought are feasible and practical; and
- d. The reinvestment zone meets the criteria set forth in Texas Property Tax Code Chapter 312 for the creation of a reinvestment zone as set forth in the Property Redevelopment and Tax Abatement Act, as amended, and the Guidelines, in that it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract investment in the zone that would be a benefit to the property and that would contribute to the economic development of Armstrong County, Texas, and that the entire tract of land is located entirely within an unincorporated area of Armstrong County, Texas.

SECTION 3. That pursuant to the Property Redevelopment and Tax Abatement Act, as amended, and the Guidelines, Armstrong County Commissioners Court hereby creates Armstrong County Reinvestment Zone 1, a reinvestment zone for commercial-industrial tax abatement encompassing only the area described in Exhibit "A" and depicted in Exhibit "B", and such reinvestment zone is hereby designated and shall hereafter be referred to as Armstrong County Reinvestment Zone 1.

SECTION 4. That Armstrong County Reinvestment Zone 1 shall take effect on March 11, 2013, and shall remain designated as a commercial-industrial reinvestment zone for renewable and wind generated power generation for a period of five (5) years from such date of designation, and may be renewed for an additional five (5) year period thereafter.

SECTION 5. That if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 6. That it is hereby found, determined and declared that a sufficient notice of the date, hour, place and subject of the meeting of the Armstrong County Commissioners

Court at which this Resolution was adopted was posted at a place conveniently and readily accessible at all times as required by the Texas Open Government Act, Texas Government Code, Chapter 551, as amended, and that a public hearing was held prior to the designation of such reinvestment zone and that proper notice of the hearing was published in the official newspaper of general circulation within the County, and furthermore, such notice was in fact delivered to the presiding officers of any affected taxing entity as prescribed by the Property Redevelopment and Tax Abatement Act.

PASSED, APPROVED AND ADOPTED on this the 11th day of March, 2013.

David Reed
County Judge

John M. Britton
Commissioner, Precinct 1

Mark Paul
Commissioner, Precinct 2

Tom Lewis
Commissioner, Precinct 3

L.M. Bryant
Commissioner, Precinct 4

Patricia Sherrill
Patricia Sherrill, County Clerk

(County Seal)

Exhibit A
Legal Description of Armstrong County Reinvestment Zone 1

Armstrong County Reinvestment Zone 1 is comprised of the following parcels. In the event of discrepancy between this Exhibit A and the attached map in Exhibit B, the map in Exhibit B shall control.

EXHIBIT

DESCRIPTION OF THE PROPERTY

The following real property located in Armstrong County, State of Texas more particularly described as follows:

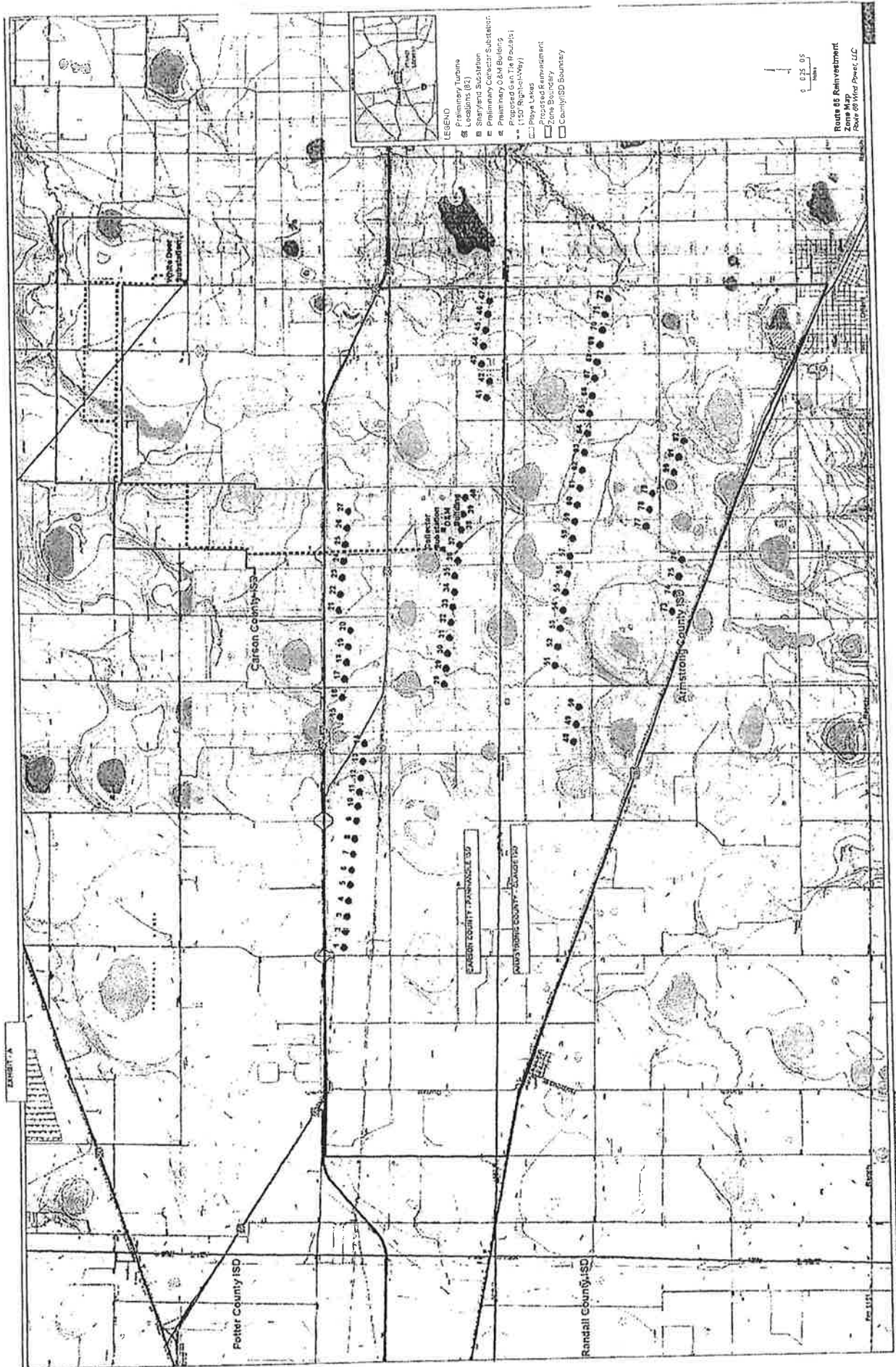
County Armstrong

Block No. B-4

Survey H&GN

Section Numbers 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 98, 97, 96, 95, 94, 93, 92, 91, 90, 89, 88, 87, 106, 107, 108, 109, 110, 111, 112, 113, 114, 132, 131, 130, 129, 128, 127, 151, 152, 153, 154

Further known as all of the acreage in Sections 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 98, 97, 96, 95, 94, 93, 92, 91, 90, 89, 88, 87, 106, 107, 108, 109, 110, 111, 112, 113, 114, 132, 131, 130, 129, 128, 127, 151, 152, 153, 154 of Armstrong County in Block No. B-4 of the H&GN Survey bordered on the North by the Carson/Armstrong County Line, bordered on the South by HWY 287 and bordered on the East by HWY 207.



Attachment B

Local Spending and Support Plan

- A. In connection with the construction and operation of the Improvements in Armstrong County (the "Project"), Owner and the Owner's prime contractor(s) ("Prime Contractor(s)") responsible for overseeing construction and/or operation of the Improvements will invest by using commercially reasonable efforts to use services, materials and supplies purchased from Armstrong County individuals and businesses, provided that nothing in this paragraph shall require Owner or the Prime Contractor(s) to use services, materials and supplies provided by Armstrong County residents that are not: (i) of similar quality to those provided by nonresidents; or (ii) made available on terms and/or at prices comparable to those offered by nonresidents. Within ninety (90) days following completion of physical construction of the Project, Owner shall provide the County with a written project summary of the investment showing its compliance with the requirements set forth in this Local Spending and Support Plan.
- B. In no event shall Owner or the Prime Contractor discriminate against Armstrong County residents in employment or in the purchase of goods and services.
- C. In filling employment vacancies in connection with the Project, Owner and the Prime Contractor(s) will use commercially reasonable efforts to use Armstrong County labor, provided that nothing in this paragraph shall require Owner or the Prime Contractor to employ Armstrong County residence who are not: (i) equally or more qualified than nonresident applicants; or (ii) available for employment on terms and/or at salaries comparable to those required by nonresident applicants.
- D. Owner or Prime Contractor shall designate a Coordinator of Local Hiring and Services who will act as a liaison between all contractors and any individual or business residing in Armstrong County who is interested in obtaining information about (1) employment, or (2) commercial services or supplies expected to be purchased by a contractor.
- E. Owner or the Prime Contractor shall hold a job and contracting information session prior to beginning physical construction of the Project at which information will be provided regarding the construction and hiring needs of the Project. Such information also will be provided on a continuing basis through the Coordinator of Local Hiring and Services.

