

**NOTICE OF MEETING OF THE COMMISSIONERS' COURT OF
HOCKLEY COUNTY, TEXAS**

Notice is hereby given that a Special meeting of the above named Commissioners' Court will be held on the 28TH day of July, 2014, at 10:00 A.M. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

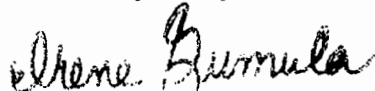
1. Read for approval the minutes of a Special Meeting of the Commissioners Court held Monday, July 21, 2014.
2. Read for approval all monthly bills and claims submitted to the court and dated through July 28, 2014.
3. Consider and take necessary action to approve the Oath and Bond of Steffani Layne Cantwell.
4. Consider and take necessary action to approve the Tax Abatement Application of Red Raider Wind, LLC.
5. Consider and take necessary action to approve the Tax Abatement Agreement between Hockley County and Red Raider Wind, LLC.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS

BY: 
Hockley County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 25TH day of July, 2014, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 25TH day of July, 2014.



Irene Gumula, County Clerk, and Ex-Officio
Clerk of Commissioners' Court, Hockley County, Texas

FILED FOR RECORD
AT _____ O'CLOCK ____ M.

JUL 25 2014


County Clerk, Hockley County, Texas

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SPECIAL MEETING
JULY 28, 2014

Be it remembered that on this the 28th day of July A.D. 2014, there came on to be held a Special meeting of the Commissioners' Court, and the Court having convened in Special session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

Larry Sprowls	County Judge
Curtis D. Thrash	Commissioner Precinct No. 1
Larry Carter (ABSENT)	Commissioner Precinct No. 2
J. L. "Whitey" Barnett	Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger	Commissioner Precinct No. 4

Irene Gumula, County Clerk, and Ex-Officio Clerk of Commissioners' Court when the following proceedings were had, to-wit:

Motion by Commissioner Barnett, seconded by Commissioner Thrash,
4 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court, held on 21st day of July, A.D. 2014, be approved and stand as read.

Motion by Commissioner Clevenger, seconded by Commissioner Barnett,
4 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through July 28, A. D. 2014, be approved and stand as read.

Motion by Judge Larry Sprowls, seconded by Commissioner Clevenger,
4 Votes Yes, 0 votes No, that Commissioners' Court approve the Oath and Bond of Steffani Layne Cantwell, as per Oath and Bond recorded below.

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of HOCKLEY } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 62054156

That we, STEFFANI LAYNE CANTWELL, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto HOCKLEY COUNTY, his successors in office, in the sum of Five Thousand and 00/100 DOLLARS (\$5,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 3rd day of June, 2014.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 3rd day of June, 2014, duly Appointed (Elected—Appointed) to the office of EXECUTIVE ASSISTANT COUNTY OWNED FACILITY in and for HOCKLEY County, State of Texas, for a term of Indefinite year commencing on the 3rd day of June, 2014.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall ⁴ faithfully perform the duties of office

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Steffani Cantwell Principal
WESTERN SURETY COMPANY
By Paul T. Brufat
Paul T. Brufat, Senior Vice President

ACKNOWLEDGMENT OF PRINCIPAL

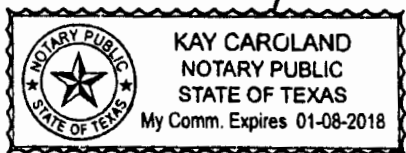
THE STATE OF TEXAS

County of Hockley } ^{SS}

Before me, Kay Caroland on this day, personally appeared Steffani Kayne Cantwell 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 at hewland, Texas, this 17th day of July, 2014.

SEAL



Kay Caroland
Hockley County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____

SEAL

_____ County, Texas

THE STATE OF TEXAS }
County of Hockley } ss

The foregoing bond of Stephani Layne Cortwell as
Executive Assistant in and for Hockley County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST:

Ulene Dumala Clerk
County Court Hockley County

Date July 28, 2014
[Signature] County Judge,
Hockley County, Texas

THE STATE OF TEXAS }
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the _____ day of _____, _____, with its certificates of
authentication, was filed for record in my office the _____ day of _____, _____, at
_____ o'clock _____ M., and duly recorded the _____ day of _____, _____, at
_____ o'clock _____ M., in the Records of Official Bonds of said County in Volume _____, on page
_____.

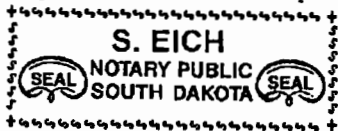
WITNESS my hand and the seal of the County Court of said County, at office in _____,
Texas, the day and year last above written.

Clerk
By _____ Deputy County Court _____ County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 3rd day of June,
2014, personally appeared Paul T. Bruflat to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



[Signature]
Notary Public

My Commission Expires February 12, 2015

**Motion by Commissioner Thrash, seconded by Commissioner Barnett,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Tax Abatement
Application of Red Raider Wind, LLC., as per Application recorded**

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CUMMINGS WESTLAKE LLC

12837 Louetta Road, Suite 201 Cypress, Texas 77429-5611 713-266-4456 713-266-2333 (Fax)

July 16, 2014

The Honorable Larry Sprowls
Hockley County Judge
802 Houston St., Ste 101
Levelland, TX 79336

Re: **Tax Abatement Application of Red Raider Wind, LLC**

Dear Judge Sprowls:

Our client, Red Raider Wind, LLC, hereby makes application to Hockley County, Texas for an abatement of property taxes in accordance with the county's renewal of tax abatement guidelines and criteria on July 14, 2014. Red Raider Wind, LLC requests a 100% ten-year tax abatement agreement with Hockley County with annual payments in-lieu of taxes (PILOT) of \$1,500 per installed megawatt. Red Raider Wind, LLC is proposing to construct, operate and maintain a wind-powered electric generating facility which will have an operating capacity of approximately 80 megawatts located in both Hockley and Lubbock Counties. The exact number of wind turbines and the size of each turbine will vary depending upon the terms of the power purchase agreement, wind turbines selected, and the megawatt generating capacity of the project completed. Our current plans are to install thirty eight to forty (38 - 40) GE 1.7 megawatt turbines on the lands depicted on the map attached hereto as Exhibit A and the legal description in Exhibit B. All abated property will be within the Hockley County Wind Reinvestment Zone #1 that Commissioners Court created by resolution at its meeting on July 14, 2014.

The additional new improvements for which we request abatement are all materials and equipment installed for the Red Raider Wind project, including but not limited to, wind turbines, towers, transformers, foundations, roadways, maintenance and operations buildings, spare parts, anemometer towers, underground electrical collection system, approximately 2 miles of generator transmission tie line, and electrical substations.

The construction of the project is expected to begin in the second quarter of 2015 and be completed in December 2015, although the proposed construction schedule may vary.

The Red Raider Wind, LLC project will have a positive economic benefit to Hockley County of approximately 1 million dollars in PILOT payments over the ten-year term of the abatement agreement. Red Raider Wind would also pay taxes or PILOT payments to South Plains College District, High Plains UWCD #1 and Smyer ISD. In addition, substantial wind royalty to land owners in the project, and 4 to 6 new full time permanent jobs would be created. Estimated capital improvement cost for the Hockley County portion of the project is \$105,400,000, which would result in an estimated Assessed Value of approximately

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Red Raider Wind, LLC
Tax Abatement Application

\$104,000,000 for the first taxable year after the project becomes operational. A check for the \$1,000.00 application fee is enclosed.

Would you please contact me if you have questions or comments? My telephone number is (713) 266-4456 X-2 and my email address is wjackson@cwlp.net.

Sincerely,



J. Weston Jackson

cc: Noah HYTE, Red Raider Wind, LLC

Attachments

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Red Raider Wind, LLC
Tax Abatement Application

Exhibit A

Map of Project and Proposed Reinvestment Zone is attached

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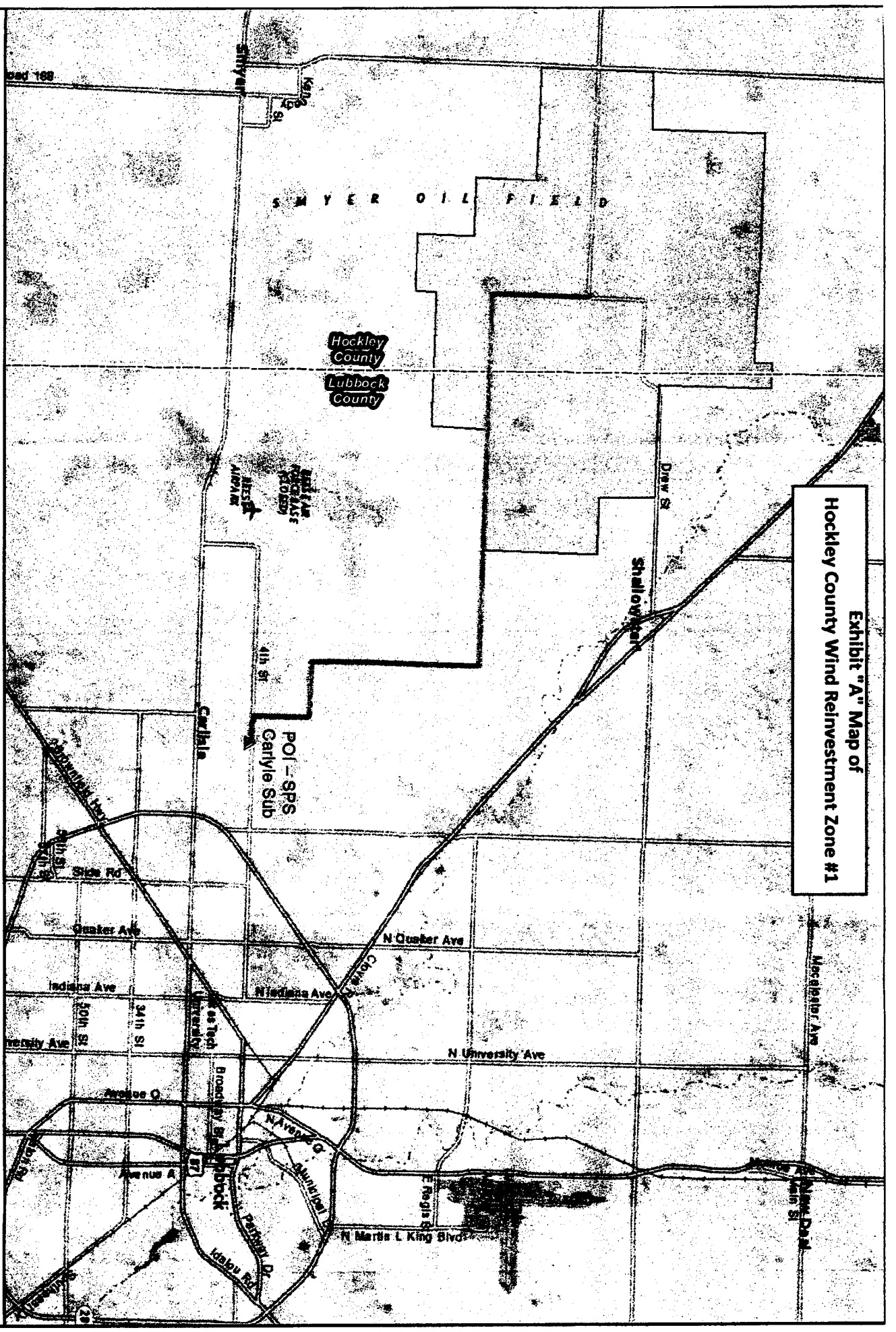
Red Raider Wind, LLC
Tax Abatement Application

Exhibit B

Legal Description of Land in the Hockley County Wind Reinvestment Zone #1

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Exhibit "A" Map of
Hockley County Wind Reinvestment Zone #1



Red Raider Reinvestment Zone
Lubbock and Hockley Counties, Texas
Wednesday, July 09, 2014

- ▲ Substation
- Transmission
- County Boundary
- Project Boundary

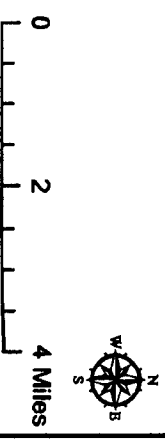


Exhibit "B" to
Red Raider Wind, LLC Abatement Application
of
Hockley County Wind Reinvestment Zone #1

Abstracts 59, 60, 61, 63, 64, 65, 66, 67, 68, 79, 80, 93, 94, 95, 96, 97, 98, 101, 102, 106, 115, 116, 121, 124, 125 in the R M Thomson Survey

Abstract 244 in the C & M RR CO Survey

Abstract 358 in the T S Fairris Survey

All of the above legal descriptions are in Hockley County, being roughly 4.5 miles East of Shallowater, 4 miles North East of Smyer and situated adjacent to the Hockley/Lubbock County line

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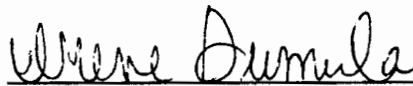
TAX ABATEMENT APPLICATION OF RED RAIDER WIND, L.L.C. EXECUTED THIS 28TH day of July, 2014.

HOCKLEY COUNTY TEXAS, by:



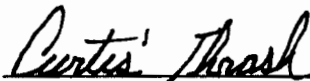
Larry Sprowls, County Judge

ATTEST:

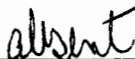


Irene Gumula, County Clerk

HOCKLEY COUNTY COMMISSIONERS:



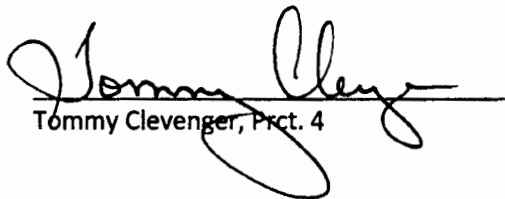
Curtis Thrash, Prct. 1



Larry Carter, Prct. 2



J.L. "Whitey" Barnett, Prct. 3



Tommy Clevenger, Prct. 4

**Motion by Commissioner Clevenger, seconded by Commissioner Thrash,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Tax Abatement
Agreement between Hockley County and Red Raider Wind, LLC, as per Agreement
recorded below.**

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TAX ABATEMENT AGREEMENT

Between

HOCKLEY COUNTY and RED RAIDER WIND, LLC

State of Texas

County of Hockley

This Tax Abatement Agreement (the "Agreement") is made and entered into by and between Hockley County, Texas ("County"), acting through its duly elected officers and Red Raider Wind, 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 Hockley County Wind 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 Hockley County Guidelines and Criteria Governing 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 Hockley County Wind Reinvestment Zone #1, as certified by

the Hockley County Appraisal District for each taxable year.

- E. "Eligible Property" means property eligible for Abatement under the Hockley County Guidelines and Criteria Governing Tax Abatement, 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 Hockley County Guidelines and Criteria Governing Tax Abatement. 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 Hockley County.
- G. "Owner" means Red Raider Wind, LLC, the entity that owns or leases the Real Property for which Abatement is being granted, and any assignee or successor in interest of Red Raider Wind, LLC. The term "Red Raider Wind, 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 Hockley County Wind Reinvestment Zone #1, the reinvestment zone (as that term is defined in Chapter 312 of the Texas Tax Code) created by Hockley 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 Sixty Five to Seventy (65 to 70) MW of overall Turbine Nameplate Capacity located in the Reinvestment Zone. The Project will be constructed in one phase as Red Raider Wind, LLC or other form of special purpose project company. Owner may assign rights and responsibilities contained herein to 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 Hockley County Appraisal District. The number of turbines actually installed 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 Hockley County Wind Reinvestment Zone #1.
- C. Owner shall commence construction of the Improvements by no later than August 31, 2015, and shall use commercially reasonable efforts to complete construction by no later than December 31, 2015.

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 Hockley County property taxes as follows:
1. Beginning on the January 1st of the tax year in which the Owner's completed project 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. NOTE: same comment as in A3 above re landowner paying taxes
 4. The base year (as of January 1, 2015) 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 installed Turbine Nameplate Capacity included in the Certificate (and actually in place in the Reinvestment Zone), subject to a minimum payment based upon Fifty Five megawatts during the ten (10) years the abatement is in effect. The first such payment shall 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.
- 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 Hockley 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 Hockley County Guidelines and Criteria Governing Tax Abatement 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 employee, as designated by the County Judge, 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 Hockley 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: Red Raider Wind, LLC
 c/o NextEra Energy Resources, LLC
 700 Universe Blvd
 Juno Beach Office
 Juno Beach, FL 33408

To the County: Hockley County Judge
 Hockley County Courthouse
 802 Houston Street
 Levelland, TX 79336

Fax: 806-894-6820

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 Hockley County Guidelines and Criteria Governing Tax Abatement. To the extent this Agreement modifies any requirement or procedures set forth in the Hockley 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

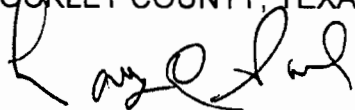
Owner shall require its general contractor to use reasonable commercial efforts to maximize its use of Hockley County labor and services and supplies purchased from Hockley County businesses in the course of performing under this Agreement, as is further described in the Local Spending and Support Plan 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.

HOCKLEY COUNTY, TEXAS, by:



County Judge

Commissioner, Precinct 1

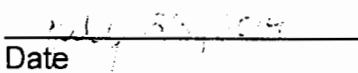
Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4



Attest:, County Clerk



Date

Red Raider Wind, LLC

By: _____
John DiDonato, Vice President

Date: July 28, 2014

Attachment A

Attached is the Resolution Designating Reinvestment Zone dated July 14, 2014, (Hockley County Wind Reinvestment Zone #1), duly passed by the Hockley County Commissioners Court, and a map depicting the location of Hockley County Wind Reinvestment Zone #1.


Attachment B

Local Spending and Support Plan

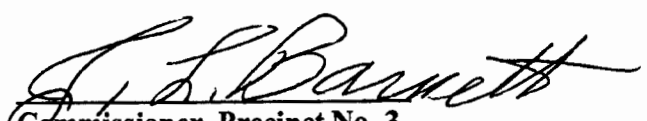
- A. In connection with the construction and operation of the Improvements in Hockley County (the "Project"), Owner and the Owner's prime contractor(s) ("Prime Contractor(s)") responsible for overseeing construction and/or operation of the Improvements will invest by using commercially reasonable efforts to use services, materials and supplies purchased from Hockley 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 Hockley 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 Hockley 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 Hockley County labor, provided that nothing in this paragraph shall require Owner or the Prime Contractor to employ Hockley 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 Hockley 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.


There being no further business to come before the Court, the Judge declared
Court adjourned, subject to call.


The foregoing Minutes of a Commissioners' Court meeting held on the 28th
day of July, A. D. 2014, was examined by me and approved.

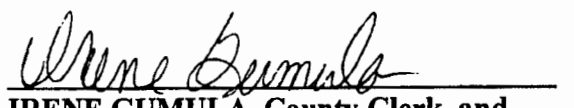

Commissioner, Precinct No. 1

absent
Commissioner, Precinct No. 2


Commissioner, Precinct No. 3


Commissioner Precinct No. 4


County Judge


IRENE GUMULA, County Clerk, and
Ex-Officio Clerk of Commissioners' Court
Hockley County, Texas