

STATE OF TEXAS:

COUNTY OF FISHER:

FISHER COUNTY COMMISSIONER COURT MINUTES

MARCH 25TH, 2019

Be it remembered that on Monday, the 25th day of March 2019 the Commissioners' Court of Fisher County, Texas, convened in Regular Session in the Commissioners' Courtroom, Fisher County Courthouse, Roby Texas

Ken Holt, County Judge

Pat Thomson, County Clerk

Gordon Pippin, Commissioner #1

Dexter Elrod, Commissioner #2

Preston Martin, Commissioner #3

Kevin Stuart, Commissioner #4

And the proclamation having been made the Court was in session, the following business came on to be considered:

Order 1 – CALL MEETING TO ORDER & ESTABLISH QUORUM – All Present

Order 2- Motion Commissioner Pippin, second by Commissioner Elrod to approve bills (see attached). This motion having been put to a vote prevailed, the vote being unanimous.

Order 3-Motion by Commissioner Pippin, second by Commissioner Stuart to approve payroll (see attached). This motion having been put to vote prevailed, the vote being unanimous.

Order 4-Motion by Commissioner Pippin, second by Commissioner Stuart approve leaving burn ban lifted. This motion having been put to vote prevailed, the vote being unanimous.

Order 5-Motion by Commissioner Pippin, second by Commissioner Stuart to table purchase of Senior Citizen Van. This motion having been put to vote prevailed, the vote being unanimous.

Order 6-Motion by Commissioner Pippin, second by Commissioner Martin to approve Tax Abatement Agreement with Amadeus Wind, LLC (see attached). This motion having been put to vote prevailed, the vote being unanimous.

Order 7-Motion by Commissioner Pippin, second by Commissioner Stuart to declare surplus items as: 1953 Trailer, 1977 Mack Truck, Hobart Welder, 500 Gallon Propane Tank on Chassis, 10 tires on wheels from Precinct #4 and 1985 International Dump Truck from Precinct #1 (see attached for more detailed descriptions). This motion having been put to vote prevailed, the vote being unanimous.

Order 8-Motion by Commissioner Pippin, second by Commissioner Stuart to sell surplus items listed at Whitley May Auction on April 13th at Rotan, TX (see attached notice). This motion having been put to vote prevailed, the vote being unanimous.

Order 9-Motion by Commissioner Pippin, second by Commissioner Martin to declare surplus items as: (3) window unit air conditioners and ice machine in old jail. This motion having been put to vote prevailed, the vote being unanimous.

Order 10-Motion by Commissioner Pippin, second by Commissioner Martin to donate surplus items (3) window unit air conditioners and ice machine to Roby Fire Department. This motion having been put to vote prevailed, the vote being unanimous.

Order 11-Motion by Commissioner Pippin, second by Commissioner Stuart to approve Tax Abatement Agreement with Mesquite Star Special, LLC (see attached). This motion having been put to vote prevailed, the vote being unanimous.

Order 12-Motion by Commissioner Martin, second by Commissioner Elrod to approve certification of receipt of revenue from new source not included in budget for FY 2019 (see attached). This motion having been put to vote prevailed, the vote being unanimous.

Order 13-Motion by Commissioner Pippin, second by Commissioner Martin to go into Executive Session to discuss security measures. This motion having been put to vote prevailed, the vote being unanimous.

Order 14-Motion by Commissioner Pippin, second by Commissioner Martin to reconvene court. This motion having been put to vote prevailed, the vote being unanimous.

Order 15-Motion by Commissioner Pippin, second by Commissioner Elrod to approve Goldsmith Solutions IT Project Budget Proposal at a cost of \$87,659 and monthly cost of \$1,411(see attached) along with the following items;

- (1) Goldsmith Solutions as sole IT vendor for a period of 18 months with a term that automatically renews for 24 months unless either party give 60 days written notice prior to renewal (exclusions: Software System, 9-1-1 System, Radio System)**
- (2) Proposed budget to address items in Phase 1,**
- (3) Appoint County Judge decision maker and in charge of IT services for daily operations of the County**
- (4) Designate an IT liaison for the Courthouse and for the LEC**
- (5) Commission Goldsmith Solutions to conduct a needs assessment for the Courthouse & report back to Commissioners' Court within the next 60 days**
- (6) Provide any and all passwords requested by Goldsmith, if held by previous vendor work to obtain passwords**
- (7) Require that any future technology purchases be submitted to Goldsmith prior to purchase or implementation. Goldsmith will submit a written recommendation to the Commissioners' Court to ensure compatibility before the Commissioners' Court should consider such a future purchase**
- (8) Provide a set of keys to be kept, or checked out, to gain access to IT equipment rooms to ensure access 24/7**

This motion having been put to vote prevailed, the vote being unanimous.

Order 16-Motion by Commissioner Pippin, second by Commissioner Elrod to adjourn. This motion having been put to vote prevailed, the vote being unanimous.

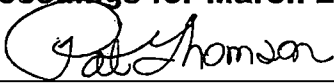
FYI-Discussed Purchase Order Authority by County Auditor.

Sheriff Posse/Rotan Rodeo Grounds Insurance-no action taken.

State of Texas:

County of Fisher:

I, Pat Thomson, Fisher County Clerk, attest that the foregoing is a true and accurate accounting of the Commissioner Court's authorized proceedings for March 25th, 2019



**Pat Thomson
County Clerk and Ex-Officio Member
Of Commissioners' Court, Fisher County, Texas**



COMMISSIONER COURT OF FISHER COUNTY, TEXAS

NOTICE OF OPEN MEETING

DATE OF MEETING: Monday, March 25, 2019

LOCATION: FISHER COUNTY COURTHOUSE

112 N CONCHO ROBY, TX 79543

AGENDA

Call to Order –Monday, March 25, 2019

DELIBERATE AND CONSIDER ACTON ON THE FOLLOWING ITEMS:

1. Bills and Expense Accounts/Becky Mauldin
2. Bills (LGC § 171.004)/Becky Mauldin
3. Budget Amendments & Transfers/Becky Mauldin
4. Payroll & Benefits/Jeanna Parks
5. Burn Ban (New resolution after 90 days or reinstated)
6. Senior Citizens Van Repair or Replace
7. Certify Revenue (LGC Sec. 111.0108)/Becky Mauldin
8. Consider for Approval Tax Abatement Agreement with Amadeus Wind, LLC
9. Declare Surplus Items: 1977 Mack Truck; Military M269 Trailer; Military Hobart Welder; Propane tank on Chassis; 1985 International Dump Truck; 10 tires on wheels/Becky
10. Approve selling of Surplus Items, Listed Above, at Auction/Becky
11. Rotan Rodeo Grounds/Sheriff Posse Arena Insurance for Events/Lane Hicks
12. Consider for Approval Modification of Tax Abatement Agreement with Mesquite Star
13. Technology Proposal for Fisher County/Goldsmith Solutions
14. Declare Surplus Items from Old Jail-air conditioners (3) and ice machine
15. Roby Fire Department request donation of surplus Items air conditioners (3) and ice machine/Renee Jones
16. Purchase Orders/Gordon Pippin

Pursuant to the authority granted under GC § 551, the Commissioners Court may convene a closed session to discuss any of the above agenda items. Immediately before any closed session, the specific section or sections of GC §551 that provide statutory authority will be announced.

CERTIFICATION

ATTEST:

PAT THOMSON

FISHER COUNTY CLERK



Pat Thomson, Fisher County Clerk

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NAME-OF-VENDOR DESCRIPTION	INVOICE-NO S VEN-INV-NO	VEN-NO	INV-DATE/ DATE-PAID	PO-NUMBER/ CHECK-NO	EXPENSE-ACCOUNT/ BANK-ACCOUNT	AMOUNT
AFLAC AFLAC PRE TAX PAYABLE	8010	R 00007	03-12-2019 03-25-2019	14342	10-200-235 AFLAC PRE TAX PAYABLE 10-100-100 CFC: GENERAL FUND	117.66
AFLAC AFLAC POST TAX PAYABLE	8011	R 00007	03-12-2019 03-25-2019	14342	10-200-240 AFLAC POST TAX PAYABLE 10-100-100 CFC: GENERAL FUND	31.56
AIRGAS-SOUTHWEST SUPPLIES	8021	R 00008	03-14-2019 03-25-2019	14343	14-614-305 SUPPLIES 14-100-100 CFC: ROAD & BRIDGE PRECINCT	164.43
AQUAONE INC. SUPPLIES	8022	R 00014	03-14-2019 03-25-2019	14344	10-400-305 SUPPLIES 10-100-100 CFC: GENERAL FUND	4.87
AQUAONE INC. SUPPLIES	8023	R 00014	03-14-2019 03-25-2019	14344	10-460-305 SUPPLIES 10-100-100 CFC: GENERAL FUND	4.87
AQUAONE INC. SUPPLIES	8024	R 00014	03-14-2019 03-25-2019	14344	10-410-305 SUPPLIES 10-100-100 CFC: GENERAL FUND	13.48
AQUAONE INC. SUPPLIES	8025	R 00014	03-14-2019 03-25-2019	14344	10-420-305 SUPPLIES 10-100-100 CFC: GENERAL FUND	7.49
AT&T COMMUNICATIONS	8003	R 00173	03-12-2019 03-12-2019	14328	10-585-310 COMMUNICATIONS 10-100-100 CFC: GENERAL FUND	360.95
AT&T COMMUNICATIONS	8004	R 00173	03-12-2019 03-12-2019	14328	10-530-310 COMMUNICATIONS 10-100-100 CFC: GENERAL FUND	545.56
AT&T COMMUNICATIONS	8016	R 00015	03-14-2019 03-14-2019	14331	10-585-310 COMMUNICATIONS 10-100-100 CFC: GENERAL FUND	200.72
AT&T COMMUNICATIONS	8017	R 00016	03-14-2019 03-14-2019	14332	10-585-310 COMMUNICATIONS 10-100-100 CFC: GENERAL FUND	69.94
AT&T COMMUNICATONS	8026	R 00016	03-14-2019 03-14-2019	14332	10-410-310 COMMUNICATONS 10-100-100 CFC: GENERAL FUND	98.13
ATMOS ENERGY UTILITIES	8015	R 00017	03-14-2019 03-14-2019	14333	10-470-380 UTILITIES 10-100-100 CFC: GENERAL FUND	80.70
ATMOS ENERGY UTILITIES FOR LAW CENTER	8039	R 00017	03-18-2019 03-25-2019	14345	10-585-380 UTILITIES FOR LAW CENTER 10-100-100 CFC: GENERAL FUND	472.95

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ATMOS ENERGY UTILITIES	8040	R 00017	03-18-2019 03-25-2019	14345	10-470-380 UTILITIES 10-100-100 CFC: GENERAL FUND	418.32
BECKY MAULDIN SUPPLIES	8079	R	03-22-2019 03-25-2019	484 14346	10-470-305 SUPPLIES 10-100-100 CFC: GENERAL FUND	64.99
BEN E KEITH FOODS - DFW DIVISION EDIBLE GOODS	8005	R 00023	03-12-2019 03-25-2019	14347	78-778-690 EDIBLE GOODS 78-100-100 CFC: SENIOR CITIZENS	683.14
BEN E KEITH FOODS - DFW DIVISION PAPER GOODS	8006	R 00023	03-12-2019 03-25-2019	14347	78-778-692 PAPER GOODS 78-100-100 CFC: SENIOR CITIZENS	98.77
BEN E KEITH FOODS - DFW DIVISION EDIBLE GOODS	8069	R 00023	03-19-2019 03-25-2019	14347	78-778-690 EDIBLE GOODS 78-100-100 CFC: SENIOR CITIZENS	1,567.35
BEN E KEITH FOODS - DFW DIVISION PAPER GOODS	8070	R 00023	03-19-2019 03-25-2019	14347	78-778-692 PAPER GOODS 78-100-100 CFC: SENIOR CITIZENS	283.72
BIG COUNTRY ELECTRIC COOP UTILITIES	8018	R 00024	03-14-2019 03-14-2019	14334	10-470-380 UTILITIES 10-100-100 CFC: GENERAL FUND	145.00
BIG COUNTRY ELECTRIC COOP UTILITIES	8019	R 00024	03-14-2019 03-14-2019	14334	12-612-380 UTILITIES 12-100-100 CFC: ROAD & BRIDGE PRECINCT	113.00
BIG COUNTRY ELECTRIC COOP UTILITIES	8020	R 00024	03-14-2019 03-14-2019	14334	14-614-380 UTILITIES 14-100-100 CFC: ROAD & BRIDGE PRECINCT	69.00
BIG COUNTRY ELECTRIC COOP AIRPORT EXPENSES	8030	R 00024	03-14-2019 03-14-2019	14336	88-800-810 AIRPORT EXPENSES 88-100-100 CFC - AIRPORT FUND	188.00
BIG COUNTRY ELECTRIC COOP UTILITIES	8068	R 00024	03-19-2019 03-25-2019	14348	78-778-380 UTILITIES 78-100-100 CFC: SENIOR CITIZENS	208.00
BILLY SCOTT REPAIRS & MAINTENANCE	8000	R	03-12-2019 03-12-2019	14326	11-611-320 REPAIRS & MAINTENANCE 11-100-100 CFC: ROAD & BRIDGE PRECINCT	14.00
BITTER CREEK WATER SUPPLY CORP UTILITIES	8052 961	R 00027	03-19-2019 03-25-2019	14349	10-470-380 UTILITIES 10-100-100 CFC: GENERAL FUND	45.00
BITTER CREEK WATER SUPPLY CORP UTILITIES	8053 655	R 00027	03-19-2019 03-25-2019	14349	10-470-380 UTILITIES 10-100-100 CFC: GENERAL FUND	45.00

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NAME-OF-VENDOR DESCRIPTION	INVOICE-NO S VEN-INV-NO	VEN-NO	INV-DATE/ DATE-PAID	PO-NUMBER/ CHECK-NO	EXPENSE-ACCOUNT/ BANK-ACCOUNT	AMOUNT
BURBE MAY 3RD CASH BOND REFUND	8075 03202019	R	03-20-2019 03-20-2019	14340	74-774-776 CASH BOND EXPENSES 74-100-100 CFC: BAIL BOND FUND	30,000.00
CHAD PEARSON REPAIRS - YARD SERVICES	8007	R 00235	03-12-2019 03-19-2019	14338	10-470-395 REPAIRS - YARD SERVICES 10-100-100 CFC: GENERAL FUND	10.00
CHAD PEARSON REPAIRS - YARD SERVICES	8045	R 00235	03-19-2019 03-19-2019	14338	10-470-395 REPAIRS - YARD SERVICES 10-100-100 CFC: GENERAL FUND	300.00
CHAD PEARSON COURTHOUSE MAINTENANCE	8046	R 00235	03-19-2019 03-19-2019	14338	10-470-375 COURTHOUSE MAINTENANCE 10-100-100 CFC: GENERAL FUND	500.00
CLIFFORD POWER REPAIRS - FC LAW ENFORCEMENT CENTER	8038	R 00041	03-18-2019 03-25-2019	14350	10-470-390 REPAIRS - FC LAW ENFORCEMEN 10-100-100 CFC: GENERAL FUND	811.16
CNA SURETY BONDS & NOTARY	8051	R 00289	03-19-2019 03-25-2019	14351	10-480-315 BONDS & NOTARY 10-100-100 CFC: GENERAL FUND	100.00
DE LAGE LANDEN COMPUTER REPAIRS & MAINTENANCE	8034	R 00013	03-18-2019 03-25-2019	14352	10-410-320 COMPUTER REPAIRS & MAINTENA 10-100-100 CFC: GENERAL FUND	165.07
DIRECT ENERGY UTILITIES	8027	R 00051	03-14-2019 03-14-2019	14335	10-470-380 UTILITIES 10-100-100 CFC: GENERAL FUND	1,134.45
DIRECT ENERGY UTILITIES	8028	R 00051	03-14-2019 03-14-2019	14335	11-611-380 UTILITIES 11-100-100 CFC: ROAD & BRIDGE PRECINCT	184.71
DIRECT ENERGY UTILITIES	8029	R 00051	03-14-2019 03-14-2019	14335	13-613-380 UTILITIES 13-100-100 CFC: ROAD & BRIDGE PRECINCT	89.06
GARZA COUNTY SHERIFF OUT OF COUNTY HOUSING	8065	R 00443	03-19-2019 03-25-2019	14354	10-585-605 OUT OF COUNTY HOUSING 10-100-100 CFC: GENERAL FUND	1,260.00
GARZA COUNTY TREASURER'S OFFICE INMATE MEDICAL	8041	R 00447	03-18-2019 03-18-2019	14337	10-585-614 INMATE MEDICAL 10-100-100 CFC: GENERAL FUND	240.00
GOVERNMENT FORMS AND SUPPLIES LLC SUPPLIES	8033	R 00307	03-18-2019 03-25-2019	439 14355	10-430-305 SUPPLIES 10-100-100 CFC: GENERAL FUND	57.25
HILLIARD OFFICE SOLUTIONS COMPUTER REPAIRS & MAINTENANCE	8035	R 00069	03-18-2019 03-25-2019	14356	10-410-320 COMPUTER REPAIRS & MAINTENA 10-100-100 CFC: GENERAL FUND	46.75

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HILLIARD OFFICE SOLUTIONS COPY MACHINE/SUPPLIES/TONER	8080	R 00069	03-22-2019 03-25-2019	14356	10-530-475 COPY MACHINE/SUPPLIES/TONER 10-100-100 CFC: GENERAL FUND	46.00
JAKE LEDERLE COURT APPOINTED ATTORNEY	8076	R 00303	03-20-2019 03-25-2019	14357	10-540-518 COURT APPOINTED ATTORNEY 10-100-100 CFC: GENERAL FUND	650.00
JONNYE LU GIBSON REPAIRS & MAINTENANCE	7999	R 00156	03-12-2019 03-12-2019	14327	11-611-320 REPAIRS & MAINTENANCE 11-100-100 CFC: ROAD & BRIDGE PRECINCT	22.50
KNOX WASTE SERVICE LLC UTILITIES	8037	R 00078	03-18-2019 03-25-2019	14358	78-778-380 UTILITIES 78-100-100 CFC: SENIOR CITIZENS	84.71
KNOX WASTE SERVICE LLC UTILITIES	8064	R 00078	03-19-2019 03-25-2019	14358	11-611-380 UTILITIES 11-100-100 CFC: ROAD & BRIDGE PRECINCT	31.53
LOCAL GOVERNMENT SOLUTIONS COUNTY CLERK PRESERVATION EXPENSE	8072	R 00450	03-19-2019 03-25-2019	479 14360	56-756-756 COUNTY CLERK PRESERVATION E 56-100-100 CFC: COUNTY CLERK PRESERVAT	530.00
MARVIN KEENAN COURTHOUSE SECURITY EXPENSES	8077	R 00355	03-21-2019 03-25-2019	14361	66-766-766 COURTHOUSE SECURITY EXPENSE 66-100-100 CFC: COURTHOUSE SECURITY	100.00
NEW HORIZON AG SERVICE DIESEL, OIL, AND GASOLINE	8043	R 00136	03-18-2019 03-25-2019	400 14362	14-614-725 TIRES & TUBES 14-100-100 CFC: ROAD & BRIDGE PRECINCT	459.16
NEW HORIZON AG SERVICE TIRES & TUBES	8044	R 00136	03-18-2019 03-25-2019	432 14362	11-611-725 TIRES & TUBES 11-100-100 CFC: ROAD & BRIDGE PRECINCT	35.00
NEW HORIZON AG SERVICE TIRES & TUBES	8047	R 00136	03-19-2019 03-25-2019	313 14362	14-614-725 TIRES & TUBES 14-100-100 CFC: ROAD & BRIDGE PRECINCT	295.00
NEW HORIZON AG SERVICE TIRES & TUBES	8048	R 00136	03-19-2019 03-25-2019	363 14362	14-614-725 TIRES & TUBES 14-100-100 CFC: ROAD & BRIDGE PRECINCT	309.59
NEW HORIZON AG SERVICE TIRES & TUBES	8049	R 00136	03-19-2019 03-25-2019	14362	14-614-725 TIRES & TUBES 14-100-100 CFC: ROAD & BRIDGE PRECINCT	3.75
PERDUE, BRANDON, FIELDER, COLLINS & FEES - JP #1	8012	R 00094	03-13-2019 03-25-2019	14363	10-310-430 FEES - JP #1 10-100-100 CFC: GENERAL FUND	316.94
POWERPLAN REPAIRS & MAINTENANCE	8082	R 00337	03-25-2019 03-25-2019	428 14375	11-611-320 REPAIRS & MAINTENANCE 11-100-100 CFC: ROAD & BRIDGE PRECINCT	125.60

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QUILL SUPPLIES	8002	R 00097	03-12-2019 03-25-2019	437 14364	10-490-305 SUPPLIES 10-100-100 CFC: GENERAL FUND	326.88
QUILL SUPPLIES	8031	R 00097	03-18-2019 03-25-2019	447 14364	10-500-305 SUPPLIES 10-100-100 CFC: GENERAL FUND	310.97
QUILL SUPPLIES	8063	R 00097	03-19-2019 03-25-2019	465 14364	10-580-305 SUPPLIES 10-100-100 CFC: GENERAL FUND	102.40
QUILL SUPPLIES	8081	R 00097	03-22-2019 03-25-2019	483 14364	10-410-305 SUPPLIES 10-100-100 CFC: GENERAL FUND	210.98
ROAD RUNNER TIRE SERVICE TIRES & TUBES	8050	R 00098	03-19-2019 03-25-2019	475 14365	11-611-725 TIRES & TUBES 11-100-100 CFC: ROAD & BRIDGE PRECINCT	70.00
ROTAN MOTOR & RADIATOR REPAIR REPAIRS & MAINTENANCE	8054	R 00105	03-19-2019 03-19-2019	355 14339	14-614-320 REPAIRS & MAINTENANCE 14-100-100 CFC: ROAD & BRIDGE PRECINCT	7.00
ROTAN MOTOR & RADIATOR REPAIR REPAIRS & MAINTENANCE	8055	R 00105	03-19-2019 03-19-2019	394 14339	14-614-320 REPAIRS & MAINTENANCE 14-100-100 CFC: ROAD & BRIDGE PRECINCT	9.08
ROTAN MOTOR & RADIATOR REPAIR REPAIRS & MAINTENANCE	8056	R 00105	03-19-2019 03-19-2019	14339	11-611-320 REPAIRS & MAINTENANCE 11-100-100 CFC: ROAD & BRIDGE PRECINCT	7.00
ROTAN MOTOR & RADIATOR REPAIR REPAIRS & MAINTENANCE	8057	R 00105	03-19-2019 03-19-2019	14339	13-613-320 REPAIRS & MAINTENANCE 13-100-100 CFC: ROAD & BRIDGE PRECINCT	14.00
ROTAN MOTOR & RADIATOR REPAIR REPAIRS & MAINTENANCE	8058	R 00105	03-19-2019 03-19-2019	14339	13-613-320 REPAIRS & MAINTENANCE 13-100-100 CFC: ROAD & BRIDGE PRECINCT	14.00
ROTAN MOTOR & RADIATOR REPAIR REPAIRS & MAINTENANCE	8059	R 00105	03-19-2019 03-19-2019	14339	12-612-320 REPAIRS & MAINTENANCE 12-100-100 CFC: ROAD & BRIDGE PRECINCT	138.71
ROTAN MOTOR & RADIATOR REPAIR REPAIRS & MAINTENANCE	8060	R 00105	03-19-2019 03-19-2019	14339	12-612-320 REPAIRS & MAINTENANCE 12-100-100 CFC: ROAD & BRIDGE PRECINCT	135.00
ROTAN MOTOR & RADIATOR REPAIR REPAIRS & MAINTENANCE	8061	R 00105	03-19-2019 03-19-2019	14339	12-612-320 REPAIRS & MAINTENANCE 12-100-100 CFC: ROAD & BRIDGE PRECINCT	400.12
ROTAN MOTOR & RADIATOR REPAIR REPAIRS & MAINTENANCE	8062	R 00105	03-19-2019 03-19-2019	14339	14-614-320 REPAIRS & MAINTENANCE 14-100-100 CFC: ROAD & BRIDGE PRECINCT	228.48

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NAME-OF-VENDOR DESCRIPTION	INVOICE-NO S VEN-INV-NO	VEN-NO	INV-DATE/ DATE-PAID	PO-NUMBER/ CHECK-NO	EXPENSE-ACCOUNT/ BANK-ACCOUNT	AMOUNT
SHERRY WILLIAMSON, CLERK STATE FEE CRIMINAL & CIVIL	8071	R 00109	03-19-2019 03-25-2019	14366	76-776-776 STATE FEE CRIMINAL & CIVIL 76-100-100 CFC: STATE CRIMINAL & CIVIL	20.00
SMITH REPAIRS & MAINTENANCE	8066	R 00205	03-19-2019 03-25-2019	14367	78-778-305 SUPPLIES 78-100-100 CFC: SENIOR CITIZENS	610.00
SMITH REPAIRS & MAINTENANCE	8067	R 00205	03-19-2019 03-25-2019	14367	78-778-320 REPAIRS & MAINTENANCE 78-100-100 CFC: SENIOR CITIZENS	197.53
SS PREMIER REPAIRS & MAINTENANCE	8001	R 00444	03-12-2019 03-25-2019	411 14368	14-614-320 REPAIRS & MAINTENANCE 14-100-100 CFC: ROAD & BRIDGE PRECINCT	85.00
TEXAS ASSOCIATION OF COUNTIES COMMUNICATIONS	8074	R 00113 SOP010514	03-20-2019 03-25-2019	14369	10-530-310 COMMUNICATIONS 10-100-100 CFC: GENERAL FUND	64.00
TEXAS DEPARTMENT OF STATE HEALTH SE DC-CAR-BVS TO TX VITAL STATISTICS	8036	R 00341	03-18-2019 03-25-2019	14370	76-776-703 DC-CAR-BVS TO TX VITAL STAT 76-100-100 CFC: STATE CRIMINAL & CIVIL	10.98
THRIFTWAY HOT CHECK EXPENSES	8013	R 00120	03-14-2019 03-14-2019	14330	72-772-772 HOT CHECK EXPENSES 72-100-100 CFC: HOT CHECK FUND	130.00
TINA C. YOUNG LEGAL STATEMENTS OF FACT	8014	R 00449	03-14-2019 03-25-2019	14371	10-450-538 LEGAL STATEMENTS OF FACT 10-100-100 CFC: GENERAL FUND	108.00
TOM MAX HOGAN ROAD MATERIAL & CONSTRUCTION	8073	R 00451	03-19-2019 03-25-2019	14372	22-622-705 ROAD MATERIAL & CONSTRUCTIO 22-100-100 CFC: LATERAL ROAD PRECINCT	264.00
VERIZON WIRELESS COMMUNICATIONS	8008	R 00123	03-12-2019 03-12-2019	14329	10-580-310 COMMUNICATIONS 10-100-100 CFC: GENERAL FUND	50.45
VERIZON WIRELESS COMMUNICATIONS	8009	R 00123	03-12-2019 03-12-2019	14329	10-400-310 COMMUNICATIONS 10-100-100 CFC: GENERAL FUND	50.45
VERIZON WIRELESS COMMUNICATIONS	8078	R 00123	03-22-2019 03-25-2019	14373	10-585-310 COMMUNICATIONS 10-100-100 CFC: GENERAL FUND	213.02
WEST TEXAS JPCA TRAVEL/SCHOOL/TUITION/DUES	8042	R 00162	03-18-2019 03-25-2019	14374	10-430-300 TRAVEL/SCHOOL/TUITION/DUES 10-100-100 CFC: GENERAL FUND	100.00

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FD FUND ***** PENDING ***** ***** PAID ***** **** CANCELLED **** ***** TOTAL *****
NO DESCRIPTION COUNT AMOUNT COUNT AMOUNT COUNT AMOUNT COUNT AMOUNT

REPORT TOTALS BY FUND

010 GENERAL FUND	0	0.00	42	9,901.96	0	0.00	42	9,901.96
011 ROAD & BRIDGE PRECINCT 1	0	0.00	8	490.34	0	0.00	8	490.34
012 ROAD & BRIDGE PRECINCT 2	0	0.00	4	786.83	0	0.00	4	786.83
013 ROAD & BRIDGE PRECINCT 3	0	0.00	3	117.06	0	0.00	3	117.06
014 ROAD & BRIDGE PRECINCT 4	0	0.00	10	1,630.49	0	0.00	10	1,630.49
022 LATERAL ROAD PRECINCT 2	0	0.00	1	264.00	0	0.00	1	264.00
056 COUNTY CLERK PRESERVATION FUND	0	0.00	1	530.00	0	0.00	1	530.00
066 COURTHOUSE SECURITY FUND	0	0.00	1	100.00	0	0.00	1	100.00
072 HOT CHECK FUND	0	0.00	1	130.00	0	0.00	1	130.00
074 BAIL BOND FUND	0	0.00	1	30,000.00	0	0.00	1	30,000.00
076 STATE CRIMINAL & CIVIL FEES FUND	0	0.00	2	30.98	0	0.00	2	30.98
078 SENIOR CITIZENS FUND	0	0.00	8	3,733.22	0	0.00	8	3,733.22
088 AIRPORT FUND	0	0.00	1	188.00	0	0.00	1	188.00
GRAND TOTALS	0	0.00	83	47,902.88	0	0.00	83	47,902.88

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DEBIT ACCT	CREDIT ACCT	CODES	PRIMARY	SECONDARY	COMBINED	DISTRIBUTION DESCRIPTION
10-200-190	10-100-100	00 002 *	3,022.27-		3,022.27-	FED TAX TRANSFER TO LIABILITY ACCOUNT
			3,022.27-	0.00	3,022.27-	** ** * ACCOUNT SUB-TOTAL
10-200-200	10-100-100	00 001 *	4,843.02-		4,843.02-	SOC-SEC. TRANSFER TO LIABILITY ACCOUNT
10-200-200	10-100-100	00 099 *	1,132.74-		1,132.74-	MEDICARE TRANSFER TO LIABILITY ACCOUNT
			5,975.76-	0.00	5,975.76-	** ** * ACCOUNT SUB-TOTAL
10-200-205	10-100-100	00 003 *	5,642.38-		5,642.38-	PAYROLL LIABILITY TRANSFER: RETIREMENT
			5,642.38-	0.00	5,642.38-	** ** * ACCOUNT SUB-TOTAL
10-200-210	10-100-100	00 004 *	9,751.30-		9,751.30-	PAYROLL LIABILITY TRANSFER: MEDICAL INS
			9,751.30-	0.00	9,751.30-	** ** * ACCOUNT SUB-TOTAL
10-200-220	10-100-100	00 006 *	97.37-		97.37-	PAYROLL LIABILITY TRANSFER: LIBERTY PRE TAX
10-200-220	10-100-100	00 018 *	14.43-		14.43-	PAYROLL LIABILITY TRANSFER: Liberty Nationa
			111.80-	0.00	111.80-	** ** * ACCOUNT SUB-TOTAL
10-200-235	10-100-100	00 009 *	58.83-		58.83-	PAYROLL LIABILITY TRANSFER: AFLAC PRE TAX
			58.83-	0.00	58.83-	** ** * ACCOUNT SUB-TOTAL
10-200-240	10-100-100	00 010 *	15.78-		15.78-	PAYROLL LIABILITY TRANSFER: AFLAC POST TAX
			15.78-	0.00	15.78-	** ** * ACCOUNT SUB-TOTAL
10-200-260	10-100-100	00 015 *	96.85-		96.85-	PAYROLL LIABILITY TRANSFER: WNTL POST TAX
			96.85-	0.00	96.85-	** ** * ACCOUNT SUB-TOTAL
10-400-100	10-100-100	00 000	1,577.16		1,577.16	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE
			1,577.16	0.00	1,577.16	** ** * ACCOUNT SUB-TOTAL
10-400-105	10-100-100	00 000	969.23		969.23	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE
			969.23	0.00	969.23	** ** * ACCOUNT SUB-TOTAL
10-400-110	10-100-100	00 000	957.22		957.22	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE
			957.22	0.00	957.22	** ** * ACCOUNT SUB-TOTAL
10-400-200	10-100-100	00 001		215.88	215.88	PAYROLL EMPLOYER SOC-SEC. MATCHING EXPENSE
10-400-200	10-100-100	00 099		50.49	50.49	PAYROLL EMPLOYER MEDICARE MATCHING EXPENSE
			0.00	266.37	266.37	** ** * ACCOUNT SUB-TOTAL
10-400-205	10-100-100	00 003		288.35	288.35	PAYROLL EMPLOYER MATCHING - RETIREMENT
			0.00	288.35	288.35	** ** * ACCOUNT SUB-TOTAL
10-400-210	10-100-100	00 004		778.70	778.70	PAYROLL EMPLOYER MATCHING - MEDICAL INS
			0.00	778.70	778.70	** ** * ACCOUNT SUB-TOTAL
10-410-100	10-100-100	00 000	1,500.24		1,500.24	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE
			1,500.24	0.00	1,500.24	** ** * ACCOUNT SUB-TOTAL
10-410-110	10-100-100	00 000	957.22		957.22	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE
			957.22	0.00	957.22	** ** * ACCOUNT SUB-TOTAL
10-410-115	10-100-100	00 000	13.84		13.84	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE
			13.84	0.00	13.84	** ** * ACCOUNT SUB-TOTAL
10-410-200	10-100-100	00 001		152.34	152.34	PAYROLL EMPLOYER SOC-SEC. MATCHING EXPENSE
10-410-200	10-100-100	00 099		35.62	35.62	PAYROLL EMPLOYER MEDICARE MATCHING EXPENSE
			0.00	187.96	187.96	** ** * ACCOUNT SUB-TOTAL
10-410-205	10-100-100	00 003		203.39	203.39	PAYROLL EMPLOYER MATCHING - RETIREMENT
			0.00	203.39	203.39	** ** * ACCOUNT SUB-TOTAL

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10-410-210	10-100-100	00 004	0.00	775.84	775.84	PAYROLL EMPLOYER MATCHING - MEDICAL INS
				775.84	775.84	** ** * ACCOUNT SUB-TOTAL
10-420-100	10-100-100	00 000	1,500.18		1,500.18	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE
			1,500.18	0.00	1,500.18	** ** * ACCOUNT SUB-TOTAL
10-420-120	10-100-100	01 000	390.00		390.00	PAYROLL EMPLOYEE TRANSFER - REGULAR HOURS E
			390.00	0.00	390.00	** ** * ACCOUNT SUB-TOTAL
10-420-200	10-100-100	00 001		115.56	115.56	PAYROLL EMPLOYER SOC-SEC. MATCHING EXPENSE
10-420-200	10-100-100	00 099		27.03	27.03	PAYROLL EMPLOYER MEDICARE MATCHING EXPENSE
			0.00	142.59	142.59	** ** * ACCOUNT SUB-TOTAL
10-420-205	10-100-100	00 003		155.56	155.56	PAYROLL EMPLOYER MATCHING - RETIREMENT
			0.00	155.56	155.56	** ** * ACCOUNT SUB-TOTAL
10-420-210	10-100-100	00 004		389.35	389.35	PAYROLL EMPLOYER MATCHING - MEDICAL INS
			0.00	389.35	389.35	** ** * ACCOUNT SUB-TOTAL
10-430-100	10-100-100	00 000	1,500.18		1,500.18	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE
			1,500.18	0.00	1,500.18	** ** * ACCOUNT SUB-TOTAL
10-430-110	10-100-100	01 000	400.00		400.00	PAYROLL EMPLOYEE TRANSFER - REGULAR HOURS E
			400.00	0.00	400.00	** ** * ACCOUNT SUB-TOTAL
10-430-200	10-100-100	00 001		116.80	116.80	PAYROLL EMPLOYER SOC-SEC. MATCHING EXPENSE
10-430-200	10-100-100	00 099		27.32	27.32	PAYROLL EMPLOYER MEDICARE MATCHING EXPENSE
			0.00	144.12	144.12	** ** * ACCOUNT SUB-TOTAL
10-430-205	10-100-100	00 003		156.38	156.38	PAYROLL EMPLOYER MATCHING - RETIREMENT
			0.00	156.38	156.38	** ** * ACCOUNT SUB-TOTAL
10-430-210	10-100-100	00 004		389.35	389.35	PAYROLL EMPLOYER MATCHING - MEDICAL INS
			0.00	389.35	389.35	** ** * ACCOUNT SUB-TOTAL
10-450-105	10-100-100	00 000	101.04		101.04	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE
			101.04	0.00	101.04	** ** * ACCOUNT SUB-TOTAL
10-450-110	10-100-100	00 000	292.35		292.35	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE
			292.35	0.00	292.35	** ** * ACCOUNT SUB-TOTAL
10-450-130	10-100-100	00 000	233.28		233.28	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE
			233.28	0.00	233.28	** ** * ACCOUNT SUB-TOTAL
10-450-132	10-100-100	00 000	233.28		233.28	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE
			233.28	0.00	233.28	** ** * ACCOUNT SUB-TOTAL
10-450-134	10-100-100	00 000	279.38		279.38	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE
			279.38	0.00	279.38	** ** * ACCOUNT SUB-TOTAL
10-450-200	10-100-100	00 001		70.63	70.63	PAYROLL EMPLOYER SOC-SEC. MATCHING EXPENSE
10-450-200	10-100-100	00 099		16.52	16.52	PAYROLL EMPLOYER MEDICARE MATCHING EXPENSE
			0.00	87.15	87.15	** ** * ACCOUNT SUB-TOTAL
10-450-205	10-100-100	00 003		93.77	93.77	PAYROLL EMPLOYER MATCHING - RETIREMENT
			0.00	93.77	93.77	** ** * ACCOUNT SUB-TOTAL
10-460-100	10-100-100	00 000	1,500.24		1,500.24	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE
			1,500.24	0.00	1,500.24	** ** * ACCOUNT SUB-TOTAL

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10-460-105	10-100-100	00 000	897.42 897.42	0.00	897.42 897.42	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE ** ** * ACCOUNT SUB-TOTAL
10-460-110	10-100-100	01 000	470.00 470.00	0.00	470.00 470.00	PAYROLL EMPLOYEE TRANSFER - REGULAR HOURS E ** ** * ACCOUNT SUB-TOTAL
10-460-200	10-100-100	00 001		177.79	177.79	PAYROLL EMPLOYER SOC-SEC. MATCHING EXPENSE
10-460-200	10-100-100	00 099		41.59	41.59	PAYROLL EMPLOYER MEDICARE MATCHING EXPENSE
			0.00	219.38	219.38	** ** * ACCOUNT SUB-TOTAL
10-460-205	10-100-100	00 003		236.01	236.01	PAYROLL EMPLOYER MATCHING - RETIREMENT
			0.00	236.01	236.01	** ** * ACCOUNT SUB-TOTAL
10-460-210	10-100-100	00 004		389.35	389.35	PAYROLL EMPLOYER MATCHING - MEDICAL INS
			0.00	389.35	389.35	** ** * ACCOUNT SUB-TOTAL
10-480-100	10-100-100	00 000	1,544.82 1,544.82	0.00	1,544.82 1,544.82	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE ** ** * ACCOUNT SUB-TOTAL
10-480-110	10-100-100	00 000	966.34 966.34	0.00	966.34 966.34	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE ** ** * ACCOUNT SUB-TOTAL
10-480-200	10-100-100	00 001		143.08	143.08	PAYROLL EMPLOYER SOC-SEC. MATCHING EXPENSE
10-480-200	10-100-100	00 099		33.46	33.46	PAYROLL EMPLOYER MEDICARE MATCHING EXPENSE
			0.00	176.54	176.54	** ** * ACCOUNT SUB-TOTAL
10-480-205	10-100-100	00 003		206.67	206.67	PAYROLL EMPLOYER MATCHING - RETIREMENT
			0.00	206.67	206.67	** ** * ACCOUNT SUB-TOTAL
10-480-210	10-100-100	00 004		778.70	778.70	PAYROLL EMPLOYER MATCHING - MEDICAL INS
			0.00	778.70	778.70	** ** * ACCOUNT SUB-TOTAL
10-490-100	10-100-100	00 000	1,500.18 1,500.18	0.00	1,500.18 1,500.18	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE ** ** * ACCOUNT SUB-TOTAL
10-490-110	10-100-100	01 000	150.00 150.00	0.00	150.00 150.00	PAYROLL EMPLOYEE TRANSFER - REGULAR HOURS E ** ** * ACCOUNT SUB-TOTAL
10-490-200	10-100-100	00 001		102.31	102.31	PAYROLL EMPLOYER SOC-SEC. MATCHING EXPENSE
10-490-200	10-100-100	00 099		23.93	23.93	PAYROLL EMPLOYER MEDICARE MATCHING EXPENSE
			0.00	126.24	126.24	** ** * ACCOUNT SUB-TOTAL
10-490-205	10-100-100	00 003		135.81	135.81	PAYROLL EMPLOYER MATCHING - RETIREMENT
			0.00	135.81	135.81	** ** * ACCOUNT SUB-TOTAL
10-490-210	10-100-100	00 004		389.35	389.35	PAYROLL EMPLOYER MATCHING - MEDICAL INS
			0.00	389.35	389.35	** ** * ACCOUNT SUB-TOTAL
10-500-100	10-100-100	00 000	1,500.24 1,500.24	0.00	1,500.24 1,500.24	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE ** ** * ACCOUNT SUB-TOTAL
10-500-110	10-100-100	00 000	957.22 957.22	0.00	957.22 957.22	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE ** ** * ACCOUNT SUB-TOTAL
10-500-200	10-100-100	00 001		148.71	148.71	PAYROLL EMPLOYER SOC-SEC. MATCHING EXPENSE
10-500-200	10-100-100	00 099		34.78	34.78	PAYROLL EMPLOYER MEDICARE MATCHING EXPENSE
			0.00	183.49	183.49	** ** * ACCOUNT SUB-TOTAL
10-500-205	10-100-100	00 003		202.25	202.25	PAYROLL EMPLOYER MATCHING - RETIREMENT
			0.00	202.25	202.25	** ** * ACCOUNT SUB-TOTAL

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10-500-210	10-100-100	00 004	0.00	778.70	778.70	PAYROLL EMPLOYER MATCHING - MEDICAL INS
				778.70	778.70	** ** * ACCOUNT SUB-TOTAL
10-550-100	10-100-100	00 000	328.93		328.93	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE
			328.93	0.00	328.93	** ** * ACCOUNT SUB-TOTAL
10-550-105	10-100-100	00 000	101.04		101.04	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE
			101.04	0.00	101.04	** ** * ACCOUNT SUB-TOTAL
10-550-117	10-100-100	00 000	450.00		450.00	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE
			450.00	0.00	450.00	** ** * ACCOUNT SUB-TOTAL
10-550-200	10-100-100	00 001		54.55	54.55	PAYROLL EMPLOYER SOC-SEC. MATCHING EXPENSE
10-550-200	10-100-100	00 099		12.77	12.77	PAYROLL EMPLOYER MEDICARE MATCHING EXPENSE
			0.00	67.32	67.32	** ** * ACCOUNT SUB-TOTAL
10-550-205	10-100-100	00 003		72.43	72.43	PAYROLL EMPLOYER MATCHING - RETIREMENT
			0.00	72.43	72.43	** ** * ACCOUNT SUB-TOTAL
10-580-100	10-100-100	00 000	1,784.72		1,784.72	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE
			1,784.72	0.00	1,784.72	** ** * ACCOUNT SUB-TOTAL
10-580-110	10-100-100	00 000	1,891.92		1,891.92	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE
10-580-110	10-100-100	01 000	4,112.48		4,112.48	PAYROLL EMPLOYEE TRANSFER - REGULAR HOURS E
			6,004.40	0.00	6,004.40	** ** * ACCOUNT SUB-TOTAL
10-580-200	10-100-100	00 001		481.00	481.00	PAYROLL EMPLOYER SOC-SEC. MATCHING EXPENSE
10-580-200	10-100-100	00 099		112.50	112.50	PAYROLL EMPLOYER MEDICARE MATCHING EXPENSE
			0.00	593.50	593.50	** ** * ACCOUNT SUB-TOTAL
10-580-205	10-100-100	00 003		641.04	641.04	PAYROLL EMPLOYER MATCHING - RETIREMENT
			0.00	641.04	641.04	** ** * ACCOUNT SUB-TOTAL
10-580-210	10-100-100	00 004		1,946.75	1,946.75	PAYROLL EMPLOYER MATCHING - MEDICAL INS
			0.00	1,946.75	1,946.75	** ** * ACCOUNT SUB-TOTAL
10-585-110	10-100-100	01 000	1,113.86		1,113.86	PAYROLL EMPLOYEE TRANSFER - REGULAR HOURS E
			1,113.86	0.00	1,113.86	** ** * ACCOUNT SUB-TOTAL
10-585-142	10-100-100	00 000	398.72		398.72	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE
10-585-142	10-100-100	01 000	7,899.64		7,899.64	PAYROLL EMPLOYEE TRANSFER - REGULAR HOURS E
			8,298.36	0.00	8,298.36	** ** * ACCOUNT SUB-TOTAL
10-585-144	10-100-100	01 000	215.00		215.00	PAYROLL EMPLOYEE TRANSFER - REGULAR HOURS E
			215.00	0.00	215.00	** ** * ACCOUNT SUB-TOTAL
10-585-146	10-100-100	02 000	18.69		18.69	PAYROLL EMPLOYEE TRANSFER - OVERTIME HOURS
			18.69	0.00	18.69	** ** * ACCOUNT SUB-TOTAL
10-585-200	10-100-100	00 001		585.25	585.25	PAYROLL EMPLOYER SOC-SEC. MATCHING EXPENSE
10-585-200	10-100-100	00 099		136.89	136.89	PAYROLL EMPLOYER MEDICARE MATCHING EXPENSE
			0.00	722.14	722.14	** ** * ACCOUNT SUB-TOTAL
10-585-205	10-100-100	00 003		625.69	625.69	PAYROLL EMPLOYER MATCHING - RETIREMENT
			0.00	625.69	625.69	** ** * ACCOUNT SUB-TOTAL
10-585-210	10-100-100	00 004		2,713.29	2,713.29	PAYROLL EMPLOYER MATCHING - MEDICAL INS
			0.00	2,713.29	2,713.29	** ** * ACCOUNT SUB-TOTAL
10-590-100	10-100-100	00 000	544.24		544.24	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE
			544.24	0.00	544.24	** ** * ACCOUNT SUB-TOTAL

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DEBIT ACCT	CREDIT ACCT	CODES	PRIMARY	SECONDARY	COMBINED	DISTRIBUTION DESCRIPTION
10-590-110	10-100-100	01 000	385.00 385.00		385.00 385.00	PAYROLL EMPLOYEE TRANSFER - REGULAR HOURS E ** ** * ACCOUNT SUB-TOTAL
10-590-200	10-100-100	00 001		57.61	57.61	PAYROLL EMPLOYER SOC-SEC. MATCHING EXPENSE
10-590-200	10-100-100	00 099	0.00	13.47 71.08	13.47 71.08	PAYROLL EMPLOYER MEDICARE MATCHING EXPENSE ** ** * ACCOUNT SUB-TOTAL
10-590-205	10-100-100	00 003	0.00	31.69 31.69	31.69 31.69	PAYROLL EMPLOYER MATCHING - RETIREMENT ** ** * ACCOUNT SUB-TOTAL
			14,960.33	15,366.30	30,326.63	** ** * FUND SUB-TOTAL
11-200-190	11-100-100	00 002 *	257.71- 257.71-	0.00	257.71- 257.71-	FED TAX TRANSFER TO LIABILITY ACCOUNT ** ** * ACCOUNT SUB-TOTAL
11-200-200	11-100-100	00 001 *	524.02-		524.02-	SOC-SEC. TRANSFER TO LIABILITY ACCOUNT
11-200-200	11-100-100	00 099 *	122.56- 646.58-	0.00	122.56- 646.58-	MEDICARE TRANSFER TO LIABILITY ACCOUNT ** ** * ACCOUNT SUB-TOTAL
11-200-205	11-100-100	00 003 *	646.50- 646.50-	0.00	646.50- 646.50-	PAYROLL LIABILITY TRANSFER: RETIREMENT ** ** * ACCOUNT SUB-TOTAL
11-200-210	11-100-100	00 004 *	1,168.05- 1,168.05-	0.00	1,168.05- 1,168.05-	PAYROLL LIABILITY TRANSFER: MEDICAL INS ** ** * ACCOUNT SUB-TOTAL
11-200-220	11-100-100	00 006 *	19.00- 19.00-	0.00	19.00- 19.00-	PAYROLL LIABILITY TRANSFER: LIBERTY PRE TAX ** ** * ACCOUNT SUB-TOTAL
11-611-100	11-100-100	00 000	1,358.92 1,358.92	0.00	1,358.92 1,358.92	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE ** ** * ACCOUNT SUB-TOTAL
11-611-110	11-100-100	00 000	253.05		253.05	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE
11-611-110	11-100-100	01 000	1,098.30 1,351.35	0.00	1,098.30 1,351.35	PAYROLL EMPLOYEE TRANSFER - REGULAR HOURS E ** ** * ACCOUNT SUB-TOTAL
11-611-112	11-100-100	01 000	1,120.80 1,120.80	0.00	1,120.80 1,120.80	PAYROLL EMPLOYEE TRANSFER - REGULAR HOURS E ** ** * ACCOUNT SUB-TOTAL
11-611-115	11-100-100	00 000	13.84 13.84	0.00	13.84 13.84	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE ** ** * ACCOUNT SUB-TOTAL
11-611-120	11-100-100	01 000	400.00 400.00	0.00	400.00 400.00	PAYROLL EMPLOYEE TRANSFER - REGULAR HOURS E ** ** * ACCOUNT SUB-TOTAL
11-611-200	11-100-100	00 001		262.01	262.01	PAYROLL EMPLOYER SOC-SEC. MATCHING EXPENSE
11-611-200	11-100-100	00 099	0.00	61.28 323.29	61.28 323.29	PAYROLL EMPLOYER MEDICARE MATCHING EXPENSE ** ** * ACCOUNT SUB-TOTAL
11-611-205	11-100-100	00 003	0.00	349.36 349.36	349.36 349.36	PAYROLL EMPLOYER MATCHING - RETIREMENT ** ** * ACCOUNT SUB-TOTAL
11-611-210	11-100-100	00 004	0.00 1,507.07	1,168.05 1,168.05 1,840.70	1,168.05 1,168.05 3,347.77	PAYROLL EMPLOYER MATCHING - MEDICAL INS ** ** * ACCOUNT SUB-TOTAL ** ** * FUND SUB-TOTAL
12-200-190	12-100-100	00 002 *	217.30- 217.30-	0.00	217.30- 217.30-	FED TAX TRANSFER TO LIABILITY ACCOUNT ** ** * ACCOUNT SUB-TOTAL
12-200-200	12-100-100	00 001 *	552.88-		552.88-	SOC-SEC. TRANSFER TO LIABILITY ACCOUNT

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DEBIT ACCT	CREDIT ACCT	CODES	PRIMARY	SECONDARY	COMBINED	DISTRIBUTION DESCRIPTION
12-200-200	12-100-100	00 099 *	129.32- 682.20-	0.00	129.32- 682.20-	MEDICARE TRANSFER TO LIABILITY ACCOUNT ** ** * ACCOUNT SUB-TOTAL
12-200-205	12-100-100	00 003 *	679.07- 679.07-	0.00	679.07- 679.07-	PAYROLL LIABILITY TRANSFER: RETIREMENT ** ** * ACCOUNT SUB-TOTAL
12-200-210	12-100-100	00 004 *	777.24- 777.24-	0.00	777.24- 777.24-	PAYROLL LIABILITY TRANSFER: MEDICAL INS ** ** * ACCOUNT SUB-TOTAL
12-612-100	12-100-100	00 000	1,358.92 1,358.92	0.00	1,358.92 1,358.92	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE ** ** * ACCOUNT SUB-TOTAL
12-612-110	12-100-100	00 000	253.05		253.05	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE
12-612-110	12-100-100	01 000	1,098.30 1,351.35	0.00	1,098.30 1,351.35	PAYROLL EMPLOYEE TRANSFER - REGULAR HOURS E ** ** * ACCOUNT SUB-TOTAL
12-612-112	12-100-100	00 000	140.10		140.10	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE
12-612-112	12-100-100	01 000	980.70 1,120.80	0.00	980.70 1,120.80	PAYROLL EMPLOYEE TRANSFER - REGULAR HOURS E ** ** * ACCOUNT SUB-TOTAL
12-612-115	12-100-100	00 000	27.68 27.68	0.00	27.68 27.68	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE ** ** * ACCOUNT SUB-TOTAL
12-612-120	12-100-100	01 000	600.00 600.00	0.00	600.00 600.00	PAYROLL EMPLOYEE TRANSFER - REGULAR HOURS E ** ** * ACCOUNT SUB-TOTAL
12-612-200	12-100-100	00 001		276.44	276.44	PAYROLL EMPLOYER SOC-SEC. MATCHING EXPENSE
12-612-200	12-100-100	00 099	0.00	64.66 341.10	64.66 341.10	PAYROLL EMPLOYER MEDICARE MATCHING EXPENSE ** ** * ACCOUNT SUB-TOTAL
12-612-205	12-100-100	00 003	0.00	366.96 366.96	366.96 366.96	PAYROLL EMPLOYER MATCHING - RETIREMENT ** ** * ACCOUNT SUB-TOTAL
12-612-210	12-100-100	00 004	0.00 2,102.94	777.24 777.24 1,485.30	777.24 777.24 3,588.24	PAYROLL EMPLOYER MATCHING - MEDICAL INS ** ** * ACCOUNT SUB-TOTAL ** ** * FUND SUB-TOTAL
13-200-190	13-100-100	00 002 *	333.16- 333.16-	0.00	333.16- 333.16-	FED TAX TRANSFER TO LIABILITY ACCOUNT ** ** * ACCOUNT SUB-TOTAL
13-200-200	13-100-100	00 001 *	488.38-		488.38-	SOC-SEC. TRANSFER TO LIABILITY ACCOUNT
13-200-200	13-100-100	00 099 *	114.22- 602.60-	0.00	114.22- 602.60-	MEDICARE TRANSFER TO LIABILITY ACCOUNT ** ** * ACCOUNT SUB-TOTAL
13-200-205	13-100-100	00 003 *	603.82- 603.82-	0.00	603.82- 603.82-	PAYROLL LIABILITY TRANSFER: RETIREMENT ** ** * ACCOUNT SUB-TOTAL
13-200-210	13-100-100	00 004 *	1,194.27- 1,194.27-	0.00	1,194.27- 1,194.27-	PAYROLL LIABILITY TRANSFER: MEDICAL INS ** ** * ACCOUNT SUB-TOTAL
13-613-100	13-100-100	00 000	1,358.92 1,358.92	0.00	1,358.92 1,358.92	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE ** ** * ACCOUNT SUB-TOTAL
13-613-110	13-100-100	00 000	96.15		96.15	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE
13-613-110	13-100-100	01 000	1,255.20 1,351.35	0.00	1,255.20 1,351.35	PAYROLL EMPLOYEE TRANSFER - REGULAR HOURS E ** ** * ACCOUNT SUB-TOTAL
13-613-112	13-100-100	01 000	840.60 840.60	0.00	840.60 840.60	PAYROLL EMPLOYEE TRANSFER - REGULAR HOURS E ** ** * ACCOUNT SUB-TOTAL

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DEBIT ACCT	CREDIT ACCT	CODES	PRIMARY	SECONDARY	COMBINED	DISTRIBUTION DESCRIPTION
13-613-115	13-100-100	00 000	13.84 13.84		13.84 13.84	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE ** ** * ACCOUNT SUB-TOTAL
13-613-120	13-100-100	01 000	400.00 400.00		400.00 400.00	PAYROLL EMPLOYEE TRANSFER - REGULAR HOURS E ** ** * ACCOUNT SUB-TOTAL
13-613-200	13-100-100	00 001		244.19	244.19	PAYROLL EMPLOYER SOC-SEC. MATCHING EXPENSE
13-613-200	13-100-100	00 099		57.11	57.11	PAYROLL EMPLOYER MEDICARE MATCHING EXPENSE
			0.00	301.30	301.30	** ** * ACCOUNT SUB-TOTAL
13-613-205	13-100-100	00 003		326.30	326.30	PAYROLL EMPLOYER MATCHING - RETIREMENT
			0.00	326.30	326.30	** ** * ACCOUNT SUB-TOTAL
13-613-210	13-100-100	00 004		1,168.05	1,168.05	PAYROLL EMPLOYER MATCHING - MEDICAL INS
			0.00	1,168.05	1,168.05	** ** * ACCOUNT SUB-TOTAL
			1,230.86	1,795.65	3,026.51	** ** * FUND SUB-TOTAL
14-200-190	14-100-100	00 002 *	324.18- 324.18-		324.18- 324.18-	FED TAX TRANSFER TO LIABILITY ACCOUNT ** ** * ACCOUNT SUB-TOTAL
14-200-200	14-100-100	00 001 *	462.82-		462.82-	SOC-SEC. TRANSFER TO LIABILITY ACCOUNT
14-200-200	14-100-100	00 099 *	108.26- 571.08-		108.26- 571.08-	MEDICARE TRANSFER TO LIABILITY ACCOUNT ** ** * ACCOUNT SUB-TOTAL
14-200-205	14-100-100	00 003 *	568.46- 568.46-		568.46- 568.46-	PAYROLL LIABILITY TRANSFER: RETIREMENT ** ** * ACCOUNT SUB-TOTAL
14-200-210	14-100-100	00 004 *	1,168.05- 1,168.05-		1,168.05- 1,168.05-	PAYROLL LIABILITY TRANSFER: MEDICAL INS ** ** * ACCOUNT SUB-TOTAL
14-614-100	14-100-100	00 000	1,358.92 1,358.92		1,358.92 1,358.92	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE ** ** * ACCOUNT SUB-TOTAL
14-614-110	14-100-100	00 000	96.15		96.15	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE
14-614-110	14-100-100	01 000	1,255.20 1,351.35		1,255.20 1,351.35	PAYROLL EMPLOYEE TRANSFER - REGULAR HOURS E ** ** * ACCOUNT SUB-TOTAL
14-614-112	14-100-100	01 000	980.70 980.70		980.70 980.70	PAYROLL EMPLOYEE TRANSFER - REGULAR HOURS E ** ** * ACCOUNT SUB-TOTAL
14-614-115	14-100-100	00 000	41.52 41.52		41.52 41.52	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE ** ** * ACCOUNT SUB-TOTAL
14-614-200	14-100-100	00 001		231.41	231.41	PAYROLL EMPLOYER SOC-SEC. MATCHING EXPENSE
14-614-200	14-100-100	00 099		54.13	54.13	PAYROLL EMPLOYER MEDICARE MATCHING EXPENSE
			0.00	285.54	285.54	** ** * ACCOUNT SUB-TOTAL
14-614-205	14-100-100	00 003		307.19	307.19	PAYROLL EMPLOYER MATCHING - RETIREMENT
			0.00	307.19	307.19	** ** * ACCOUNT SUB-TOTAL
14-614-210	14-100-100	00 004		1,168.05	1,168.05	PAYROLL EMPLOYER MATCHING - MEDICAL INS
			0.00	1,168.05	1,168.05	** ** * ACCOUNT SUB-TOTAL
			1,100.72	1,760.78	2,861.50	** ** * FUND SUB-TOTAL
50-200-190	50-100-100	00 002 *	21.39- 21.39-		21.39- 21.39-	FED TAX TRANSFER TO LIABILITY ACCOUNT ** ** * ACCOUNT SUB-TOTAL
50-200-200	50-100-100	00 001 *	44.18-		44.18-	SOC-SEC. TRANSFER TO LIABILITY ACCOUNT

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50-200-200	50-100-100	00 099 *	10.34- 54.52-	0.00	10.34- 54.52-	MEDICARE TRANSFER TO LIABILITY ACCOUNT ** ** * ACCOUNT SUB-TOTAL
50-750-110	50-100-100	01 000	356.25 356.25	0.00	356.25 356.25	PAYROLL EMPLOYEE TRANSFER - REGULAR HOURS E ** ** * ACCOUNT SUB-TOTAL
50-750-200	50-100-100	00 001		22.09	22.09	PAYROLL EMPLOYER SOC-SEC. MATCHING EXPENSE
50-750-200	50-100-100	00 099	0.00 280.34	5.17 27.26	5.17 27.26	PAYROLL EMPLOYER MEDICARE MATCHING EXPENSE ** ** * ACCOUNT SUB-TOTAL
				27.26	307.60	** ** * FUND SUB-TOTAL
56-200-190	56-100-100	00 002 *	19.95- 19.95-	0.00	19.95- 19.95-	FED TAX TRANSFER TO LIABILITY ACCOUNT ** ** * ACCOUNT SUB-TOTAL
56-200-200	56-100-100	00 001 *	45.64-		45.64-	SOC-SEC. TRANSFER TO LIABILITY ACCOUNT
56-200-200	56-100-100	00 099 *	10.68- 56.32-	0.00	10.68- 56.32-	MEDICARE TRANSFER TO LIABILITY ACCOUNT ** ** * ACCOUNT SUB-TOTAL
56-200-205	56-100-100	00 003 *	57.11- 57.11-	0.00	57.11- 57.11-	PAYROLL LIABILITY TRANSFER: RETIREMENT ** ** * ACCOUNT SUB-TOTAL
56-200-220	56-100-100	00 006 *	6.91-		6.91-	PAYROLL LIABILITY TRANSFER: LIBERTY PRE TAX
56-200-220	56-100-100	00 018 *	7.62- 14.53-	0.00	7.62- 14.53-	PAYROLL LIABILITY TRANSFER: Liberty Nationa ** ** * ACCOUNT SUB-TOTAL
56-756-110	56-100-100	01 000	375.00 375.00	0.00	375.00 375.00	PAYROLL EMPLOYEE TRANSFER - REGULAR HOURS E ** ** * ACCOUNT SUB-TOTAL
56-756-200	56-100-100	00 001		22.82	22.82	PAYROLL EMPLOYER SOC-SEC. MATCHING EXPENSE
56-756-200	56-100-100	00 099	0.00	5.34 28.16	5.34 28.16	PAYROLL EMPLOYER MEDICARE MATCHING EXPENSE ** ** * ACCOUNT SUB-TOTAL
56-756-205	56-100-100	00 003	0.00 227.09	30.86 30.86	30.86 30.86	PAYROLL EMPLOYER MATCHING - RETIREMENT ** ** * ACCOUNT SUB-TOTAL
				59.02	286.11	** ** * FUND SUB-TOTAL
78-200-190	78-100-100	00 002 *	53.93- 53.93-	0.00	53.93- 53.93-	FED TAX TRANSFER TO LIABILITY ACCOUNT ** ** * ACCOUNT SUB-TOTAL
78-200-200	78-100-100	00 001 *	264.70-		264.70-	SOC-SEC. TRANSFER TO LIABILITY ACCOUNT
78-200-200	78-100-100	00 099 *	61.90- 326.60-	0.00	61.90- 326.60-	MEDICARE TRANSFER TO LIABILITY ACCOUNT ** ** * ACCOUNT SUB-TOTAL
78-200-205	78-100-100	00 003 *	291.84- 291.84-	0.00	291.84- 291.84-	PAYROLL LIABILITY TRANSFER: RETIREMENT ** ** * ACCOUNT SUB-TOTAL
78-778-100	78-100-100	00 000	842.75 842.75	0.00	842.75 842.75	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE ** ** * ACCOUNT SUB-TOTAL
78-778-110	78-100-100	01 000	1,292.00 1,292.00	0.00	1,292.00 1,292.00	PAYROLL EMPLOYEE TRANSFER - REGULAR HOURS E ** ** * ACCOUNT SUB-TOTAL
78-778-200	78-100-100	00 001		132.35	132.35	PAYROLL EMPLOYER SOC-SEC. MATCHING EXPENSE
78-778-200	78-100-100	00 099	0.00	30.95 163.30	30.95 163.30	PAYROLL EMPLOYER MEDICARE MATCHING EXPENSE ** ** * ACCOUNT SUB-TOTAL
78-778-205	78-100-100	00 003	0.00	157.70 157.70	157.70 157.70	PAYROLL EMPLOYER MATCHING - RETIREMENT ** ** * ACCOUNT SUB-TOTAL
			1,462.38	321.00	1,783.38	** ** * FUND SUB-TOTAL

22,871.73

22,656.01

\$45,527.74

TAX ABATEMENT AGREEMENT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FISHER

THIS TAX ABATEMENT AGREEMENT (“Agreement”) is made and entered into by and between FISHER COUNTY, TEXAS, (the “County”), and AMADEUS WIND, LLC (hereinafter referred to as “AMADEUS” or “Owner”); AMADEUS will be the owner of certain improvements associated with the development of a wind generating facility to be constructed on real property located within certain reinvestment zones designated under Chapter 312, Texas Tax Code (collectively the “Project”).

WHEREAS, AMADEUS has acquired certain lease and/or easement rights or options (“Real Estate Rights”) for use in the development of the Project to be located in Kent, Stonewall, and Fisher Counties, Texas; and

WHEREAS, on December 10, 2018, the Commissioners’ Court of Fisher County, Texas, pursuant to Chapter 312, Texas Tax Code, designated approximately 16,408 acres of land located in Fisher County, Texas as the Amadeus Wind Reinvestment Zone (“Reinvestment Zone”); and

WHEREAS, AMADEUS has Real Estate Rights on all or a portion of the lands comprising the Reinvestment Zone located in Fisher County, Texas; and

WHEREAS, Owner intends to operate and maintain the Project with wind turbines and associated project facilities located in Kent, Stonewall, and Fisher Counties, Texas (the “Project”); Owner represents that it is contemplated that the Project will cost more than \$325,000,000.00; and

WHEREAS, AMADEUS would not exercise or utilize the Real Estate Rights or construct the Improvements (as defined in Section 2(c) of this Agreement) or establish the operation and maintenance company without receipt of an ad valorem tax abatement from the County; and

WHEREAS, AMADEUS contemplates that, from time to time during the term of this Agreement, certain financial and other interests in portions of the Project may be transferred to entities and/or investors in the Project for financing purposes (each an “Investor Group”);

WHEREAS, the County Commissioners Court finds that the improvements and additions proposed by the Company will benefit the economy of the County and the State of Texas and increase the local tax base; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the Tax Code, to the presiding officers of the governing bodies of each of the taxing units in which the Real Estate Rights are located; and

WHEREAS, the Commissioners Court finds that the Company's project is feasible and practicable and would be of benefit to the Reinvestment Zone, and the taxing units with jurisdiction over the real property leased by the Company for the Project.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, AMADEUS and the County hereby agree as follows:

1. Authorization. This Agreement is authorized and governed by the Property Redevelopment and Tax Abatement Act, Chapter 312, TEXAS TAX CODE, as amended and the Fisher County Tax Abatement Guidelines and Criteria as previously adopted by the Commissioners Court of Fisher County (the "Guidelines and Criteria"). The Commissioners Court of Fisher County has determined that the terms of this Agreement and the property subject to this Agreement meet the Guidelines and Criteria adopted by the County.

2. Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

(a) "Completion Date" means the date that the construction and installation of the Project is substantially complete and the Owner has provided the Certificate to the County.

(b) "Certificate" means a letter, provided by the Owner to the County Judge of Fisher County, certifying that it has completed construction of the Project and outlining the Improvements included in the Project, and stipulating the overall turbine capacity of the Project. At any time before or after receipt of the Certificate, the County may inspect the Property within the Reinvestment Zone in accordance with this Agreement to determine the status of the Improvements.

(c) "Certified Appraised Value" shall mean the appraised value of the Property and existing improvements as certified by the Fisher County Appraisal District for each taxable year.

(d) "County Authorities" shall mean Fisher County acting by and through its duly elected and appointed representatives.

(e) "Commissioners Court" shall mean the governing body of Fisher County, Texas.

(f) "Improvements" shall mean the buildings and structures (or additions, upgrades, or portions thereof) and other improvements, including roads, fixed machinery, equipment and process units which may consist of one or more electrical substations,

underground and overhead electrical distribution and transmission facilities, wind powered turbines, transformers, appurtenant electric equipment, communication cable, data collection and operations facilities, and anemometer towers, to be installed, added, upgraded, or used on the Property by or for AMADEUS after the effective date of this Agreement; and all other real and tangible personal property permitted by Chapter 312 of the Texas Property Tax Code and the Fisher County Guidelines and Criteria which relate to the Amadeus Wind, LLC project. The land located in the Reinvestment Zone is not eligible for the abatement nor are assets of the lessors of the land where the Improvements are located. Tangible personal property located on the 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 and supplies. In addition to the property described in this definition, the kind, number and location of the proposed improvements on the Property is described on Exhibit "D" attached hereto.

(g) "Project" means development and construction/installation of facilities equipment, fixtures and personal property additions on the Property to create a renewable energy project using wind turbines for the generation of electricity as further detailed in Exhibit "B."

(h) "Property" means the tract of land described in Exhibit "A" attached hereto and incorporated herein for all purposes, and all improvements and tangible personal property located thereon, which comprise the Reinvestment Zone.

(i) "Reinvestment Zone" means Amadeus Wind Reinvestment Zone created by the Order of the Fisher County Commissioners court dated December 10, 2018.

(j) "Owner" shall mean the owner of the rights and interests in the Project, which shall be Amadeus Wind, LLC and its successors and/or assigns, the Investor Group who acquires rights or interests in the Property, their agents, or any combination thereof.

(k) "Force Majeure" means any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, insurrection, government or de facto governmental action (unless caused by acts or omissions of such party), fires, explosions or floods.

(l) "Start Date" shall mean the January 1 of the tax year immediately following the Completion Date; however, at Company's option, the Start Date may commence on January 1st of the first Calendar Year following the Calendar Year in which installation of the Improvements at the Property commences. Company's option shall only be effective if Company delivers a written option exercise notice to both the County Judge of Fisher County and the Central Appraisal District of Fisher County no later than ninety (90) days after the commencement of construction of the Project.

(m) "Term of Abatement" or "Abatement Period", unless terminated sooner as provided elsewhere herein, means the 10-year period from and after the Start Date during which tax abatement for County property taxes is granted.

3. Term. This Agreement shall remain in force and effect for a period of ten (10) years from the Start Date, and shall expire and be of no further force and effect after said date unless terminated earlier, as provided herein pursuant to the provisions of this Agreement.

4. Abatement Limited. The tax abatement provided in this Agreement is only for County property taxes.

5. Owner Obligations. As a condition to the granting and maintaining of the tax abatement as set forth in this Agreement, the Owner shall, subject to events of Force Majeure and casualty where applicable:

(a) Acquire a leasehold interest in real property located within the Reinvestment Zone;

(b) Provide the Fisher County Appraisal District with documentation and information reasonably requested for each Tax Year that will assist in determining the Taxable Value. This information shall be provided no later than April 15, subject to extension as allowed by law;

(c) Comply with all certification and reporting requirements set forth in this Agreement;

(d) Timely pay all unabated property taxes and rollback taxes; and

6. Job Creation. Owner agrees to create at least five (5) permanent full time jobs at the Project and make reasonable efforts to employ persons who are residents of Fisher County, Texas in such jobs; agrees to make reasonable efforts to employ persons who are residents of Fisher County, Texas in such jobs; provided, however, that Owner shall not be required to employ Fisher County residents who are not (i) equally or more qualified than nonresident applicants; (ii) available for employment on terms and/or salaries comparable to those required by nonresident applicants or (iii) able to become qualified with 72 hours of training. The County understands that the Project will be located in more than one county. Owner may use qualified residents from other nearby counties, and such use will not be construed as a violation of this Agreement.

7. Construction of the Improvements. AMADEUS anticipates that it will commence construction during the fourth quarter of 2019 with a goal of completing construction during the fourth quarter of 2020. The Certified Appraised Value of the Improvements will depend upon annual appraisals by the Fisher County Appraisal District. The Certified Appraised Value of the Improvements will depend upon annual appraisals by the Fisher County Appraisal District. The Company agrees to construct Improvements on the Property within the Reinvestment Zone consisting of windpower facilities. The number of turbines will vary depending on the types of turbines and the size of the wind power facility,

but the overall nameplate capacity of the Improvements will not be less than sixty (60) megawatts.

8. Infrastructure Location. Owner agrees to construct a temporary laydown yard and Substation for the Project within the territorial borders of Fisher County, Texas.

9. Local Goods and Services. Owner shall use reasonable commercial efforts to maximize its use of Fisher County labor and services and supplies purchased from Fisher 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 Exhibit "C."

10. Tax Abatement.

(a) Provided the Owner constructs wind powered turbines in Fisher County as described in Section 5(e) above, there shall be granted and allowed hereunder to the Owner by the County Authorities a 100% property tax abatement on the Improvements constructed, expanded, or acquired hereunder on the Property for ten (10) tax years, commencing on the Start Date.

(b) For each of the years one (1) through ten (10) during the Abatement Period, the Owner agrees to pay in lieu of taxes during each Abatement Year the amounts listed below and shown in Table 6(b) below payable on or before January 31 of each calendar year during the term of this Agreement.

Abatement Year	Payment Per Megawatt
1	\$1,400/mw
2	\$1,442/mw
3	\$1,485/mw
4	\$1,530/mw
5	\$1,576/mw
6	\$1,623/mw
7	\$1,672/mw
8	\$1,722/mw
9	\$1,774/mw
10	\$1,827/mw

(c) The Owner agrees that the Improvements, once constructed, shall remain in place and operational, to the extent commercially reasonable until at least twenty (20) years after the date the Certificate for such Improvements is provided by the Owner; provided that nothing herein prevents the Company from replacing Improvements within the Reinvestment Zone prior to that date.

(d) Following the commencement of construction, as additional consideration for the abatement agreement, Owner agrees to make an additional annual contribution to Fisher County in the amount of \$17,500.00 with such contribution being due and payable on or before January 31 of each calendar year during the term of this agreement, which \$17,500.00 payment is in addition to those amounts agreed to in Table 6(b).

(e) It is specifically understood and agreed that the abatement granted herein is nonexclusive and does not prevent the County Authorities from dealing with any other or subsequent owner or owners of the Project; provided, however, the County Authorities agree that the abatement provided for in this Agreement herein above shall extend to Owner (whether AMADEUS, its successors and assigns, or the Investor Group, as applicable) for the period of the above specified tax abatements.

11. Representations.

(a) AMADEUS, its successors or assigns each represent that use of the Improvements and the Property within the Reinvestment Zone will be consistent with the general purpose of encouraging development or redevelopment of the area during the term of this Agreement. All representations made in the Application for Abatement in Fisher County are true and correct to the best of AMADEUS's knowledge and belief.

(b) AMADEUS and the County Authorities represent that no member of Commissioners Court owns or leases the Property or the Improvements at the time of the execution of this Agreement.

(c) AMADEUS has paid to County the sum of One Thousand and No/100 Dollars (\$1,000.00) as the administrative fee required by the Guidelines and Criteria.

12. Administrative.

(a) Access to and Inspection of Property by County Employees. Owner shall allow the County Authorities' employees and/or designated representatives of the County Authorities access to the Improvements for the purpose of inspecting any Improvements erected to ensure that such Improvements are completed and maintained in accordance with the terms 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 forty-eight (48) hours advance notice and shall be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the Improvements. All such inspections shall be made with one (1) or more representatives of Owner and in accordance with all applicable safety standards. Upon completion of construction, the designated representative of the County Authorities may annually evaluate each facility receiving abatement to ensure compliance with the Agreement. Owner shall cooperate in preparing a report to the Commissioners Court confirming compliance with this Agreement.

(b) On May 1st of each year that this Agreement is in effect, Owner shall certify to the County Authorities, and to the governing body of each taxing unit, that Owner is in compliance with each applicable term of this Agreement.

(c) The Chief Appraiser of the Fisher County Appraisal District annually shall determine (i) the Certified Appraised Value of the Property and the Improvements. The Chief Appraiser shall record the Certified Appraised Value in the appraisal records. The Certified Appraised Value listed in the appraisal records shall be used to compute the amount of abated taxes that are required to be recaptured and paid in the event this Agreement is terminated in a manner that results in recapture. During the term of this Agreement, each year, Owner shall furnish the Chief Appraiser with such information outlined in Chapter 22, TEXAS TAX CODE, as may be necessary for the administration of the abatement specified herein.

13. Assuring Open Access to Transmission Infrastructure

(a) The Parties acknowledge that this Agreement is meant to enhance the development of wind generated electricity projects in Fisher County, Texas. The Company further acknowledges that the County hosts certain critical transmission infrastructure (“Public Infrastructure”), including substation(s) and transmission lines which have been funded by the ratepayers of Texas. The existence of this infrastructure creates the potential for future transmission line development (“Competing Lines”) in support of additional wind and other electricity generating facilities in the County by other project sponsors/owners (“Competing Line Owners”).

(b) The Owner agrees to reasonably accommodate the planning, construction and operation of such Competing Lines, including the interconnection of such lines to substations. The Owner also agrees to cooperate reasonably with Competing Line Owners to facilitate access to Public Infrastructure. Such cooperation may include: i) attempting to agree with a Competing Line Owner on mutually satisfactory arrangements for the siting and operation of a Competing Line, including exchanging respective lease or easement rights to avoid line crossings; and ii) allowing a Competing Line to cross the Company’s leased area, provided Competing Line Owner and the Owner execute a crossing agreement reasonably acceptable to both parties.

(c) The Owner agrees not to seek unreasonable compensation, unreasonable limitations on Competing Line Owner transmission line or generating facility capacity, or perverse termination clauses or insurance requirements.

(d) In the spirit of maintaining a fair, competitive, and robust environment in Fisher County for electricity generating projects, the County agrees that any future abatement agreement between the County and Competing Wind Energy Developers will contain provisions substantially similar to this Section 9.

14. Default.

(a) The County Authorities may declare a default hereunder if Owner, (1) in the absence of a Force Majeure, fails, refuses, or neglects to comply with any of the material terms, conditions, or representations of this Agreement and fails to cure during the cure period described herein; or (2) allows ad valorem taxes owed to the County Authorities or any other taxing jurisdiction in Fisher County to become delinquent and fails either to cure during the cure period or to timely and properly follow the legal procedures for their protest or contest. The County shall notify Owner and any duly designated and identified lender of Owner 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 by Owner, including the identity of any lender of Owner. County shall not be required to notify any third party to which the County Judge has not been actually notified in writing. The notice shall specify the basis for the declaration of default, and Owner shall have the periods of time specified in Paragraph 12(c) to cure any default. Any lender of which the County has notice shall have the right to cure any defect, including any defect caused by an assignee or contractor of such lender, during the same cure periods provided for Owner under this Agreement. 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 THE TIME PERIODS PROVIDED BY THE AGREEMENT SHALL RESULT IN TERMINATION OF THE TAX ABATEMENT AGREEMENT AND, IF THE DEFAULT INVOLVES FAILURE TO MAKE IMPROVEMENTS UNDER THE AGREEMENT, RECAPTURE OF TAXES ABATED PURSUANT TO THAT AGREEMENT.

(b) 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 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.

(c) If the County Authorities declare a default of this Agreement, this Agreement shall terminate (after notice and opportunity to cure as provided for herein), and the County Authorities, in such event, shall be entitled to recapture any and all property taxes

which have been abated as a result of this Agreement. The County Authorities shall notify Owner of any default in writing in the manner prescribed herein. The notice shall specify the basis for the declaration of default, and Owner shall have sixty (60) days from the date of such notice to cure any default; provided, however, where fulfillment of any obligation requires more than sixty (60) days, performance shall be commenced within sixty (60) days after the receipt of notice, and such performance shall be diligently continued until the default is cured; provided however, that if such default is not cured within one hundred and fifty (150) days from the date of notice default from the County Authorities, the failure to cure such default shall constitute default hereunder. If the default cannot be cured, or if the Owner fails to cure within the period herein specified, the Owner shall be liable for and will pay to the County Authorities within sixty (60) days following the termination of this Agreement (1) the amount of all property taxes abated under this Agreement (as required above), (2) interest on the abated amount at the rate provided for in the Texas Tax Code for delinquent taxes, and (3) penalties on the amount abated in the year of default at the rate provided for in the Texas Tax Code for delinquent taxes.

(d) 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.

15. Changes in Tax Laws. The tax abatement provided in this Agreement is conditioned upon and subject to any changes in the state tax laws during the term of this Agreement. 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.

16. 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 ordinance, rule, or regulation of the County or laws of the State of Texas and/or the United States of America.

17. Assignment of Agreement. This Agreement may not be assigned by Owner without the approval of the County Authorities by resolution or order of Commissioners Court, except that Owner may assign its rights and responsibilities hereunder without the County Authorities' consent to any entity or entities or Investor Group which acquires all or any portion of Owner's interest in the Improvements, the Property or the Project; provided, however, that Owner shall give written notice of any such assignment to the County Authorities, whereupon the County Authorities shall cause any property taxes applicable to the interest in the Improvements acquired by the entity or entities or Investor Group to be assessed separately to the entity or entities or Investor Group. Any assignment, including without limitation an assignment to another entity or Investor Group, shall require that all conditions and obligations in this Agreement applying to the interest acquired by the assignee shall be assumed by the

assignee, and upon such assumption, Owner, (or any entity or Investor Group other than such assignee) 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 approved if (a) the County Authorities have declared a default hereunder that has not been cured, or (b) the assignee is delinquent in the payment of ad valorem taxes owed to the County Authorities or any other taxing jurisdiction in Fisher County, Texas. Approval by the County Authorities shall not be unreasonably withheld. The parties hereto agree that a transfer of stock or a portion of stock or other ownership interest in Owner to a third party shall not be considered an assignment under the terms of this Agreement.

18. Notice. Unless otherwise provided in this Agreement, notices required to be given by this Agreement shall be mailed, certified mail return receipt requested, to the following addresses:

To Amadeus:

Amadeus Wind, LLC
5901 Priestly Drive, Suite 300
Carlsbad, CA 92008

To County:

Fisher County Judge
P.O. Box 306
Roby, TX 79543

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

19. Entire Agreement. This Agreement and Exhibits "A", "B", "C", and "D" attached hereto contain the entire and integrated tax abatement agreement between the parties and supersedes all other negotiations and agreements between the parties relating to the grant of tax abatement for the Improvements located on the Property, whether written or oral. In the event that there is a conflict between any of the Exhibits to this Agreement or the Guidelines and Criteria and this Agreement, the provisions of this Agreement shall control over the provisions in the Exhibit or the Guidelines and Criteria.

20. Road Maintenance. During construction of the Improvements, Owner shall use commercially reasonable efforts to minimize the disruption to County roads caused by the construction process and shall repair any damages caused to County roads by the construction process to a condition that is the same as or better than the condition of said roads prior to the damage caused by Owner. After construction, Owner shall leave such County roads in a state of equal or better condition as they were prior to construction, excepting normal wear and tear.

21. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be declared or held to be invalid or unenforceable by any court, governmental authority or agency having jurisdiction over the subject matter of this Agreement, the remaining terms of this Agreement and the application of such term or provision to any other person or circumstance shall not be affected by such declaration or holding and shall be valid and enforceable as allowed by law, and the parties shall negotiate in good faith to modify this Agreement to reform the invalid or unenforceable provisions hereof. If a court ruling or change in law affects the Owner's eligibility for abatement, the County shall recapture so much of the abated taxes as required, but, in that event, no penalties or interest shall be assessed against Owner unless required by law.

22. Governing Law. The terms and provisions of this Agreement shall be interpreted in accordance with the laws of the State of Texas without giving effect to its conflict of law rules. Venue for any action relating to the interpretation or performance of this Agreement or to enforce any right or obligation relating to this Agreement shall be in the state court of competent jurisdiction in Fisher County, Texas.

23. 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.

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

25. Headings. The section headings contained in this Agreement are for purposes of reference and convenience only and shall not limit or otherwise affect in any way the meaning of this Agreement.

26. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one original.

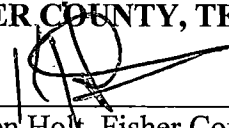
IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties
as of the 25 day of March, 2019.

AMADEUS WIND, LLC
a Delaware limited liability company

By: BayWa r.e. Wind, LLC
Its sole member

By: _____
Print Name: Daniel Duke
Print Title: Authorized Signor

FISHER COUNTY, TEXAS


By: Ken Holt, Fisher County Judge

ATTEST:

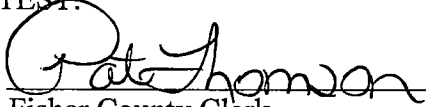
By: 
Fisher County Clerk
Date of Execution: 3-25-19



EXHIBIT "A"

THE FOLLOWING REAL PROPERTY LOCATED IN FISHER COUNTY, TEXAS:

Section	Block	Survey	County
2	V	T&P RR Co	Fisher
3	V	T&P RR Co	Fisher
4	V	T&P RR Co	Fisher
5	V	T&P RR Co	Fisher
6	V	T&P RR Co	Fisher
7 ½	V	T&P RR Co	Fisher
8 ½	V	T&P RR Co	Fisher
11	V	T&P RR Co	Fisher
12	V	T&P RR Co	Fisher
13	V	T&P RR Co	Fisher
14	V	T&P RR Co	Fisher
15	V	T&P RR Co	Fisher
19	V	T&P RR Co	Fisher
20	V	T&P RR Co	Fisher
21	V	T&P RR Co	Fisher
22	V	T&P RR Co	Fisher
23	V	T&P RR Co	Fisher
24	V	T&P RR Co	Fisher
26	V	T&P RR Co	Fisher
27	V	T&P RR Co	Fisher
28	V	T&P RR Co	Fisher
29	V	T&P RR Co	Fisher
30	V	T&P RR Co	Fisher
31	V	T&P RR Co	Fisher
32	V	T&P RR Co	Fisher
33	V	T&P RR Co	Fisher
37	V	T&P RR Co	Fisher
202	2	H&TC RR	Fisher
203	2	H&TC RR	Fisher
307	2	T&P RR Co	Fisher
308	3	T&P RR Co	Fisher

EXHIBIT "B"

PROJECT DESCRIPTION

EXHIBIT "B" "C"

LOCAL GOODS AND SERVICES PLAN

Owner agrees that it and its contractors, if any, will use reasonable commercial efforts to use Fisher 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.

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: (858) 450-6800; caller to note calling in relation to Amadeus Wind, LLC's Contractor Database, ("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 Paragraph 15 16. 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 Fisher County for local contractors to perform work on the construction of the Project.

EXHIBIT "D"
IMPROVEMENTS

Surplus Items

1953 Pressed St. trailer

1977 Mack truck
U686ST 2833

Hobart Welder
property record
00501

500 Gallon propane
tank on chassis

10 tires on wheels

1985 Int.
Dump truck

**The Fisher County Commissioner Court
will be selling the following Surplus items
in the Whitley May Auction
on April 13th at Rotan Texas.**

PCT #1 -- 1985 International Dump Truck

**PCT#4 -- 1977 Mack Truck -- 1953 Pressed
St Military M269 Trailer -- Propane Tank
on Wheels -- 10-Tires on wheels -- Hobart
Welder**

TAX ABATEMENT AGREEMENT

STATE OF TEXAS §

COUNTY OF FISHER §

This Tax Abatement Agreement (hereinafter "Agreement") is entered into by and between Fisher County, Texas (hereinafter "County") and Mesquite Star Special, LLC, a Delaware limited liability company its successors and assigns (hereinafter "Company") on the 25 day of March 2019 ("Effective Date").

WHEREAS, the County is authorized to enter into Tax Abatement Agreements pursuant to Chapter 312 of the *Texas Property Tax Code* (the "Tax Code"), and

WHEREAS, the County has adopted Tax abatement guidelines which provide criteria governing tax abatement agreements to be entered into by the County as contemplated by the Tax Code; and

WHEREAS, the County has adopted a resolution stating that it elects to be eligible to participate in tax abatement in accordance with the Tax Code; and

WHEREAS, the County Commissioners Court established The Mesquite Star Wind Reinvestment Zone ("Reinvestment Zone") in accordance with Section 312.401 of the Tax Code on 11th day of September, 2017 (the "**Reinvestment Zone**"); and

WHEREAS, the Company has a leasehold interest in real property located within the Reinvestment Zone (the "**Real Estate Rights**"); and

WHEREAS, the Company intends to operate and maintain a wind-powered electric power generating facility in West Texas with wind turbines located Fisher County and partially in Nolan County (the turbines in Fisher County being the "**Project**," as further defined in Section 3); it is contemplated that the Project will cost more than \$100,000,000.00; and

WHEREAS, the Company would not exercise or utilize the Real Estate Rights or construct the Improvements (as defined in Section 4(j) of this Agreement) without receipt of an ad valorem tax abatement from the County; and

WHEREAS, Company contemplates that from time to time during the Term, certain financial or other interests in all or a portion of te Project may be transferred to entities, lenders and or investors in the Project for financing purposes (each an "Investor Group"); and

WHEREAS, the County Commissioners Court finds that the improvements and additions proposed by the Company will benefit the economy of the County and the State of Texas and increase the local tax base; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the Tax Code, to the presiding officers of the governing bodies of each of the taxing units in which the Real Estate Rights are located; and

WHEREAS, the Commissioners Court finds that the Company’s project is feasible and practicable and would be of benefit to the Reinvestment Zone, and the taxing units with jurisdiction over the real property leased by the Company for the Project.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual obligations and promises set forth below, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the County and Company agree as follows:

SECTION 1. Recitations. The parties agree that the recitations above in this agreement are true and correct and shall be incorporated into this Agreement.

SECTION 2. Authorization. This Agreement is authorized and governed by the Property Redevelopment and Tax Abatement Act, Chapter 312, TEXAS TAX CODE, as amended, and the Fisher County Tax Abatement Guidelines and Criteria as previously adopted by the Commissioners Court of Fisher County (the “**Guidelines and Criteria**”). The Commissioners Court of Fisher County has determined that the terms of this Agreement and the property subject to this Agreement meet the Guidelines and Criteria adopted by the County.

SECTION 3. Term. This Agreement shall remain in force and effect for a period of ten (10) years from the Start Date, and shall expire and be of no further force and effect after said date.

SECTION 4. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

- a. “**Completion Date**” means the date that the construction and installation of the Project is substantially complete and the Company has provided the Certificate to the County.
- b. “**Certificate**” means a letter, provided by the Company to the County Judge of Fisher County, certifying that it has completed construction of the Project and outlining the Improvements included in the Project, and stipulating the overall turbine capacity of the Project. At any time before or after receipt of the Certificate, the County may inspect the Property within the Reinvestment Zone in accordance with this Agreement to determine the status of the Improvements.
- c. “**Certified Appraised Value**” means the appraised value, for property tax purposes, of the Property within the Reinvestment Zone as certified by the Fisher County Appraisal District for each taxable year.
- d. “**County Authorities**” shall mean Fisher County acting by and through its duly elected and appointed representatives.
- e. “**Commissioners Court**” shall mean the governing body of Fisher County, Texas.
- f. “**Force Majeure**” means any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, insurrection, government or de facto governmental action (unless caused by acts or omissions of such party), fires, explosions or floods.

g. **“Project”** means development and construction/installation of facilities equipment, fixtures and personal property additions on the Property to create a renewable energy project using wind turbines for the generation of electricity as further detailed in Exhibit “B.”

h. **“Property”** means the tract of land described in Exhibit “A” attached hereto and incorporated herein for all purposes, and all improvements and tangible personal property located thereon, which comprise the Reinvestment Zone.

i. **“Reinvestment Zone”** means Mesquite Star Wind Reinvestment Zone created by the Order of the Fisher County Commissioners court dated September 11, 2017.

j. **“Improvements”** shall mean the buildings and structures (or additions, upgrades, or portions thereof) and other improvements, including fixed machinery, equipment and process units which may consist of one or more electrical substations, underground and overhead electrical distribution and transmission facilities, wind powered turbines, transformers, appurtenant electric equipment, communication cable, data collection facilities, and anemometer towers, to be installed, added, upgraded, or used on the Property by or for the Company after the effective date of this Agreement; and all other real and tangible personal property permitted by Chapter 312 of the Texas Property Tax Code and the Fisher County Guidelines and Criteria which relate to the Mesquite Star Project. The land located in the Reinvestment Zone is not eligible for the abatement nor are assets of the lessors of the land where the Improvements are located. Tangible personal property located on the 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 and supplies. In addition to the property described in this definition, the kind, number and location of the proposed improvements on the Property is described on Exhibit “D” attached hereto.

k. **“Start Date”** shall mean the January 1 of the tax year immediately following the Completion Date; however, at Company’s option, the Start Date may commence on January 1st of the first Calendar Year following the Calendar Year in which installation of the Improvements at the Property commences. Company’s option shall only be effective if Company delivers a written option exercise notice to both the County Judge of Fisher County and the Central Appraisal District of Fisher County no later than ninety (90) days after the commencement of construction of the Project.

l. **“Term of Abatement”** or **“Abatement Period”**, unless terminated sooner as provided elsewhere herein, means the 10-year period from and after the Start Date during which tax abatement for County property taxes is granted.

SECTION 5. Abatement Limited. The tax abatement provided in this Agreement is only for County property taxes.

SECTION 6. Company Obligations.

As a condition to the granting and maintaining of the tax abatement as set forth in this Agreement, the Company shall, subject to events of Force Majeure and casualty where applicable:

a. Acquire a leasehold interest in real property located within the Reinvestment Zone;

b. Provide the Appraisal District with documentation and information reasonably requested for each Tax Year that will assist in determining the Taxable Value. This information shall be provided no later than April 15, subject to extension as allowed by law;

c. Comply with all certification and reporting requirements set forth in this Agreement;

d. Timely pay all unabated property taxes and rollback taxes; and

e. Satisfy the following requirements:

(i) Construction of the Improvements. The Company anticipates that it will commence construction of the Project on or before June 30, 2019, with a completion goal within twenty-four (24) months thereafter. The Certified Appraised Value of the Improvements will depend upon annual appraisals by the Fisher County Appraisal District. The Company agrees to construct Improvements on the Property within the Reinvestment Zone consisting of windpower facilities of approximately four hundred eighteen (418) megawatts.

(ii) Job Creation. The Company or Company's maintenance and operations contractor agrees to create at least five (5) permanent full time jobs at the Project and make reasonable efforts to employ persons who are residents of Fisher County, Texas in such jobs; provided, however, that the Company or Company's contractor shall not be required to employ Fisher County residents who are not (i) equally or more qualified than nonresident applicants; (ii) available for employment on terms and/or salaries comparable to those required by nonresident applicants or (iii) able to become qualified with 72 hours of training. In the event a Fisher County resident could become qualified with a maximum of 72 hours of training, the Company or Company's contractor shall provide for such training. Each of the persons employed in such jobs shall perform a portion of their work in Fisher County, Texas. Additionally, the Company or Company's contractor agrees to make reasonable efforts to employ at least fifteen (15) construction persons who are residents of Fisher County, Texas during the initial construction and preparation of the Project site, subject to the same qualifications as set forth for the above referenced permanent jobs.

(iii) Infrastructure Location. The Company agrees to construct its substation, operation and maintenance facilities, yards, and other similar facilities related to the Project within the territorial borders of Fisher County, Texas.

(iv) Local Goods and Services. The Company shall use commercially reasonable efforts to maximize its use of Fisher County labor and services and supplies purchased from Fisher 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 Exhibit "C."

SECTION 7. Abatement.

a. Provided the Company constructs wind powered turbines in Fisher County as described in Section 6(e)(i) above, there shall be granted and allowed hereunder to the Company by the County Authorities a 100% property tax abatement on the Improvements constructed, expanded, or acquired hereunder on the Property for ten (10) tax years, commencing on the Start Date.

b. For each of the years one (1) through ten (10) during the Abatement Period, the Company agrees to pay in lieu of taxes during each Abatement Year an amount equal to the sum of Column A and Column B shown in Table 7(b) below payable on or before January 31 of each calendar year during the term of this Agreement.

Table 7(b)		
Abatement Year	Payment Per Megawatt	Additional Fixed Payment
1	\$1,150/mw	\$100,000
2	\$1,208/mw	\$105,000
3	\$1,268/mw	\$110,250
4	\$1,331/mw	\$115,763
5	\$1,398/mw	\$121,551
6	\$1,468/mw	\$127,628
7	\$1,541/mw	\$134,010
8	\$1,618/mw	\$140,710
9	\$1,699/mw	\$147,746
10	\$1,784/mw	\$155,133

d. It is specifically understood and agreed that the abatement granted herein is nonexclusive and does not prevent the County Authorities from dealing with any other or subsequent owner or owners of the Project, or other projects; provided, however, the County Authorities agree that the abatement provided in above shall extend to the Company (whether the Company, its successors and assigns, or the Investor Group, as applicable) for the period of the above specified tax abatements.

e. The Company agrees that the Improvements, once constructed, shall remain in place and operational, to the extent commercially reasonable until at least twenty (20) years after the date the Certificate for such Improvements is provided by the Company; provided that nothing herein prevents the Company from replacing Improvements within the Reinvestment Zone prior to that date.

SECTION 8. Limitation on Use. Company agrees to limit its use of the Property to the proposed commercial uses and to limit its uses of the property to uses consistent with the general purpose of encouraging development of the designated Reinvestment Zone during the term of this Agreement.

SECTION 9. Administrative

(a) Access to and Inspection of Property by County Employees. The Company shall allow the County Authorities, employees, and/or designated representatives of the County Authorities access to the Improvements for the purpose of inspecting any Improvements erected to ensure that such Improvements are completed and maintained in accordance with the terms 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 the Company forty-eight (48) hours advance notice and shall be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the Improvements. All such inspections shall be made with one (1) or more representatives of the Company and in accordance with all applicable safety standards. Upon completion of construction, the designated representative of the County Authorities may annually evaluate each facility receiving abatement to ensure compliance with the Agreement, and Company shall cooperate in preparing a report to the Commissioners Court confirming compliance with this Agreement.

(b) On May 1st of each year that this Agreement is in effect, the Company shall certify to the County Authorities, and to the governing body of each taxing unit, that the Company is in compliance with each applicable term of this Agreement.

(c) The Chief Appraiser of the Fisher County Appraisal District annually shall determine the Certified Appraised Value of the Property and the Improvements. The Chief Appraiser shall record the Certified Appraised Value in the appraisal records. The Certified Appraised Value listed in the appraisal records shall be used to compute the amount of abated taxes that are required to be recaptured and paid in the event this Agreement is terminated in a manner that results in recapture. During the term of this Agreement, each year, the Company shall furnish the Chief Appraiser with such information outlined in Chapter 22, TEXAS TAX CODE, as may be necessary for the administration of the abatement specified herein.

SECTION 10. Assuring Open Access to Transmission Infrastructure

(a) The Parties acknowledge that this Agreement is meant to enhance the development of wind generated electricity projects in Fisher County, Texas. The Company further acknowledges that the County hosts certain critical transmission infrastructure (“Public Infrastructure”), including substation(s) and transmission lines which have been funded by the ratepayers of Texas. The existence of this infrastructure creates the potential for future transmission line development (“Competing Lines”) in support of additional wind and other electricity generating facilities in the County by other project sponsors/owners (“Competing Line Owners”).

(b) The Company agrees to reasonably accommodate the planning, construction and operation of such Competing Lines, including the interconnection of such lines to substations. the Company also agrees to cooperate reasonably with Competing Line Owners to facilitate access to Public Infrastructure. Such cooperation may include: i) attempting to agree with a Competing Line Owner on mutually satisfactory arrangements for the siting and operation of a Competing Line, including exchanging respective lease or easement rights to avoid line crossings; and ii)

allowing a Competing Line to cross the Company's leased area, provided Competing Line Owner and the Company execute a crossing agreement reasonably acceptable to both parties.

(c) The Company agrees not to seek unreasonable compensation, unreasonable limitations on Competing Line Owner transmission line or generating facility capacity, or perverse termination clauses or insurance requirements.

(d) In the spirit of maintaining a fair, competitive, and robust environment in Fisher County for electricity generating projects, the County agrees that any future abatement agreement between the County and Competing Wind Energy Developers will contain provisions substantially similar to this Section 9.

SECTION 11. Default and Remedies. The County Authorities may declare a default hereunder if the Company (1) in the absence of a Force Majeure, fails, refuses, or neglects to comply with any of the material terms, conditions, or representations of this Agreement and fails to cure during the cure period described herein; or (2) allows ad valorem taxes owed to the County Authorities or any other taxing jurisdiction in Fisher County to become delinquent and fails either to cure during the cure period or to timely and properly follow the legal procedures for their protest or contest. The County shall notify the Company and any lender of the Company 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, including any lender information. The County is not required to notify any third party to which the County Judge has not been actually notified in writing. The notice shall specify the basis for the declaration of default, and the Company shall have the periods of time specified in Section 10(c) to cure any default. Any lender of which the County has notice shall have the right to cure any defect, including any defect caused by an assignee or contractor of such lender, during the same cure periods provided for the Company under this Agreement. 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 THE TIME PERIODS PROVIDED BY THE AGREEMENT SHALL RESULT IN TERMINATION OF THE TAX ABATEMENT AGREEMENT AND, IF THE DEFAULT INVOLVES FAILURE TO MAKE IMPROVEMENTS UNDER THE AGREEMENT, RECAPTURE OF TAXES ABATED PURSUANT TO THAT AGREEMENT.

(a) 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 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.

(b) If the County Authorities declare a default of this Agreement, this Agreement shall terminate (after notice and opportunity to cure as provided for herein), and the County Authorities, in such event, shall be entitled to recapture any and all property taxes which have been abated as a result of this Agreement, less the aggregate of all amounts paid by the Company specifically in lieu of taxes under this Agreement prior to the date of such termination. The County Authorities shall notify the Company of any default in writing in the manner prescribed herein. The notice shall specify the basis for the declaration of default, and the Company shall have sixty (60) days from the date of such notice to cure any default; provided, however, where fulfillment of any obligation requires more than sixty (60) days, performance shall be commenced within sixty (60) days after the receipt of notice, and such performance shall be diligently continued until the default is cured; provided, however, that if such default is not cured within one hundred and fifty (150) days from the date of notice of default from the County Authorities, the failure to cure such default shall constitute a default hereunder. If the default cannot be cured, or if the Company fails to cure within the period herein specified, the Company shall be liable for and will pay to the County Authorities within sixty (60) days following the termination of this Agreement (1) the amount of all property taxes abated under this Agreement (as required above), (2) interest on the abated amount at the rate provided for in the Texas Tax Code for delinquent taxes, and (3) penalties on the amount abated in the year of default at the rate provided for in the Texas Tax Code for delinquent taxes.

(c) 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.

SECTION 12. Changes in Tax Laws. The tax abatement provided in this Agreement is conditioned upon and subject to any changes in the state tax laws during the term of this Agreement. 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.

SECTION 13. Assignment of Agreement. This Agreement may not be assigned by the Company without the approval of the County Authorities by resolution or order of Commissioners Court, except that the Company may collaterally assign this Agreement to an Investor Group without the County Authorities' consent or otherwise assign its rights and responsibilities hereunder without the County Authorities' consent to any entity or entities or Investor Group which acquires all or any portion of the Company interest in the Improvements, the Property or the Project; provided, however, that the Company shall give written notice of any such assignment to the County Authorities, whereupon the County Authorities shall cause any property taxes applicable to the interest in the Improvements acquired by the entity or entities or Investor Group to be assessed separately to the entity or entities or Investor Group. Any assignment, including without limitation an assignment to another entity or Investor Group, shall require that all conditions and obligations

in this Agreement applying to the interest acquired by the assignee shall be assumed by the assignee, and upon such assumption, the Company, (or any entity or Investor Group other than such assignee) 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 approved if (a) the County Authorities have declared a default hereunder that has not been cured, or (b) the assignee is delinquent in the payment of ad valorem taxes owed to the County Authorities or any other taxing jurisdiction in Fisher County. Approval by the County Authorities shall not be unreasonably withheld. The parties hereto agree that a transfer of stock or a portion of stock or other ownership interest in the Company to a third party shall not be considered an assignment under the terms of this Agreement.

SECTION 14. Notices. Notices required to be given by this Agreement shall be mailed, certified mail return receipt requested, to the following addresses:

FISHER COUNTY JUDGE
112 North Concho Street
Roby, TX 79543

and

MESQUITE STAR SPECIAL, LLC
ATTN: PROPERTY TAX DEPARTMENT
804 Carnegie Center
Princeton, NJ 08540

with a copy to:

Clearway Renew LLC
5790 Fleet Street, Floor 2
Carlsbad, CA 92008
Attn: General Counsel

SECTION 15. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be declared or held to be invalid or unenforceable by any county, governmental authority or agency having jurisdiction over the subject matter of this Agreement, the remaining terms of this Agreement and the application of such terms or provision to any other person or circumstance shall not be affected by such declaration or holding and shall remain valid and enforceable as allowed by law, and the parties shall negotiate in good faith to modify this Agreement to reform the invalid or unenforceable provisions hereof. If a court ruling or change in law affects the Company's eligibility for abatement, the County shall recapture so much of the abated taxes as required, but no penalties or interest shall be assessed against Company unless required by law.

SECTION 16. Governing Law; Venue. This Agreement shall be construed and governed in accordance with the laws of the State of Texas without giving effect to its conflict of law rules. Venue for any action relating to the interpretation or performance of this Agreement or to enforce any right or obligation relating to this Agreement shall be in the state court of competent jurisdiction in Fisher County, Texas.

SECTION 17. Road Maintenance. During construction of the Improvements, the Company shall use commercially reasonable efforts to minimize the disruption to County roads caused by the construction process and shall repair any damages caused to County roads by the construction process. After construction, the Company shall leave such County roads in a state of equal condition as they were prior to construction, excepting normal wear and tear.

SECTION 18. 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.

SECTION 19. Entire Agreement. This Agreement and Exhibits "A", "B", "C", and "D" attached hereto contain the entire and integrated tax abatement agreement between the parties and supersedes all other negotiations and agreements between the parties relating to the grant of tax abatement for the Improvements located on the Property, whether written or oral. If there is a conflict between any of the Exhibits to this Agreement or the Guidelines and Criteria and this Agreement, the provisions of this Agreement shall control over the provisions in the Exhibit or the Guidelines and Criteria.

SECTION 20. Guidelines and Criteria. This Agreement is entered into by the parties consistent with the Guidelines and Criteria. To the extent this Agreement modifies any requirement or procedure set forth in the Guidelines and Criteria, those Guidelines and Criteria are deemed amended for purposes of this Agreement only.

SECTION 21. Headings. The section headings contained in this Agreement are for purposes of reference and convenience only and shall not limit or otherwise affect in any way the meaning of this Agreement.

SECTION 22. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one original.

[The remainder of this page is intentionally left blank.]

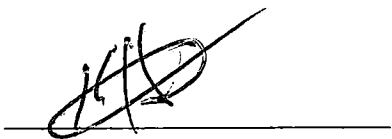
EXECUTED this 25 day of March, 2019.

MESQUITE STAR SPECIAL, LLC

FISHER COUNTY

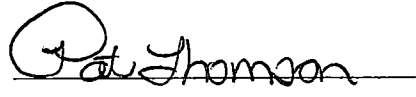
By: _____

Name: _____



Ken Holt, Judge

ATTEST:




County Clerk



EXECUTED this 27th day of March 2019.

MESQUITE STAR SPECIAL, LLC

FISHER COUNTY

By: 
Name: Craig Cornelius

Ken Holt, Judge

ATTEST:

County Clerk

EXHIBIT "A"

THE FOLLOWING REAL PROPERTY LOCATED IN FISHER COUNTY, TEXAS:

PORTION	SECTION	BLOCK	ACRES	SURVEY	ABSTRACT
S/2 S/2	171	3	200	H & TC RR CO.	A-243
ALL	173	3	640	H & TC RR CO.	A-244
ALL	174	3	640	A. TURBEVILLE	A-1601
ALL	176	3	640	S. BRYON	A-1296
ALL	179	3	640	H & TC RR CO.	A-247
NW/4	180	3	160	N. JOHNSTON	A-1532
NE/4	180	3	160	J. SPARKS	A-1456
SW/4	180	3	160	I. LAMBERT	A-1392
SE/4	180	3	160	J. TROTTER	A-1662
ALL	181	3	639	H & TC RR CO.	A-248
W/2 NW/4	182	3	80	R. RAWLINGS	A-1767
E/2	182	3	320	J. HENDRIX	A-1676
E/2 NW/4	182	3	80	R. RAWLINGS	A-1767
SW/4	182	3	160	R. RAWLINGS	A-1767
W/2	209	3	295	H & TC RR CO.	A-262
WEST 2/3	210	3	445	H. WILSON	A-1697
ALL	211	3	591	H & TC RR CO.	A-263
W/2 SW/4	212	3	80	G. YOUNG	A-1788
E/2 SW/4	212	3	80	B. KIDD	A-1742
E/2	212	3	321	F. MURRAY/I. BRASHEAR	A-1568/A- 1727
NW/4	212	3	160	B. RAWLINGS	A-1579
ALL	213	3	663	H & TC RR CO.	A-264
ALL	214	3	636	J. BERROTH	A-1497
ALL	215	3	640	H & TC RR CO.	A-265
ALL	216	3	649	J. CURRY	A-1317
ALL	218	3	659	H & TC RR CO.	A-1304
NE/2	219	3	295	H & TC RR CO.	A-267
E/2	220	3	331	D. GEORGE	A-1817
ALL	249	3	640	H & TC RR CO.	A-176
ALL	250	3	657	H & TC RR CO.	A-1429
ALL	251	3	635	H & TC RR CO.	A-177
W/2	254	3	320	T. BONNER	A-1842
ALL	265	3	320	H & TC RR CO.	A-227

ALL	266	3	330	J. BIGGS	A-908
ALL	267	3	319	H & TC RR CO.	A-185
ALL	268	3	319	L. ELAM	A-1623
ALL	269	3	320	H & TC RR CO.	A-184
ALL	270	3	320	L. ELAM	A-1325
ALL	271	3	312	H & TC RR CO.	A-186
NW/4	6	22	160	J. WALKER	A-1737
SW/4	6	22	160	J. WALKER	A-1605
SE/4	6	22	160	G. HINSHAW	A-1366
NE/4	6	22	160	G. HINSHAW	A-1367
ALL	1	23	640	T.& P. RR. CO.	A-340
E/2	2	23	320	G. MORGAN	A-1563
W/2	2	23	319	G. MORGAN	A-1562
ALL	3	23	633	T.& P. RR. CO.	A-341
SW/4	4	23	160	S. JOHNSON	A-1802
SE/4	4	23	160	W. BENNETT	A-1836
NE/4	4	23	165	W. BROWER	A-1295
NW/4	4	23	165	J. MCGLOTHKIN	A-1653
N/2	9	23	330	T.& P. RR. CO.	A-395
NE PORTION	10	23	160	G. WILSON	A-1840
N/2 SE PORTION	10	23	98	R. MORGAN	A-1564
NW PORTION	10	23	208	J. ALLEN	A-1613
ALL	11	23	622	T.& P. RR. CO.	A-674
ALL	1	N	658	J. POSEY	A-453
PORTION	1	N	138	J. POSEY	A-451
W/2	11	Y	320	T.& P. RR. CO.	A-344
ALL	12	Y	640	R. MAULDIN	A-1407
ALL	13	Y	528	T.& P. RR. CO.	A-345
ALL	14	Y	640	T.& P. RR. CO.	A-1421
ALL	15	Y	545	T.& P. RR. CO.	A-346
SW/4	16	Y	160	T.& P. RR. CO.	A-703
E/W	16	Y	313	T.& P. RR. CO.	A-1634
NW/4	16	Y	152	T.& P. RR. CO.	A-1888
ALL	47	Y	439	T.& P. RR. CO.	A-353
ALL	48	Y	516	J. LINN	A-1393
ALL	49	Y	582	T.& P. RR. CO.	A-354
ALL	50	Y	600	G. PYRON	A-1720
ALL	51	Y	480	T.& P. RR. CO.	A-355
ALL	51	Y	156	J. TURNER	A-1602

ALL	52	Y	160	J. ALLDREDGE	A-1846
ALL	52	Y	160	J. MAULDIN	A-1408
PORTIONS	1		524	COLORADO CATTLE CO.	A-474
ALL	2		674	COLORADO CATTLE CO.	A-473
ALL			163	R. CLAYTON	A-406

EXHIBIT “B”

The Mesquite Star Special, LLC Wind Project is a proposed wind energy generation project which would be located in Fisher County, Texas. The Project is anticipated to consist of 41 wind turbines which when operational will be capable of generating approximately 418 MW. Additional Project facilities will include a Project Operations and Maintenance Facility, a main project substation, and an approximate 2.2-mile transmission line to connect the project to the existing electrical grid.

The Project is situated in southern Fisher County. The Project area is comprised primarily of rangeland, utilized for grazing and hunting and is well suited for a wind farm. The project will be located on approximately 27,000 acres of private land which will be leased under a 30-year wind lease. The project is planned to be interconnected to Lone Star Transmission’s 345kV system which intersects the central portion of the project area.

A full suite of studies is underway to verify project viability including but not limited to environmental studies, cultural resource studies, biological studies, aviation studies, telecommunications studies and wind resource assessment studies. Following an approximate 15-month construction process, and once operational the Project is anticipated to be capable of sell electricity into the Texas wholesale power market beginning in Q4 2019, and have an expected life exceeding 25 years. The proposed project will include, but is not limited to, the following:

- Approximately 418MW-AC in size;
- Project Roads:
- Approximately 118 Wind Turbines located within Fisher County
- Underground Medium and high-voltage electric cabling;
- Project substation which will include a high-voltage transformer, switchgear, transmission equipment, telecommunications and SCADA equipment, among other things;
- High-voltage transmission line connecting the project to the grid (gen tie);
- Operations and maintenance (O&M) building including telecommunications and computing equipment, among other things;
- Meteorological equipment to measure weather conditions and wind speeds; and
- Associated equipment to safely operate, maintain and deliver electricity to the grid.

EXHIBIT "C"

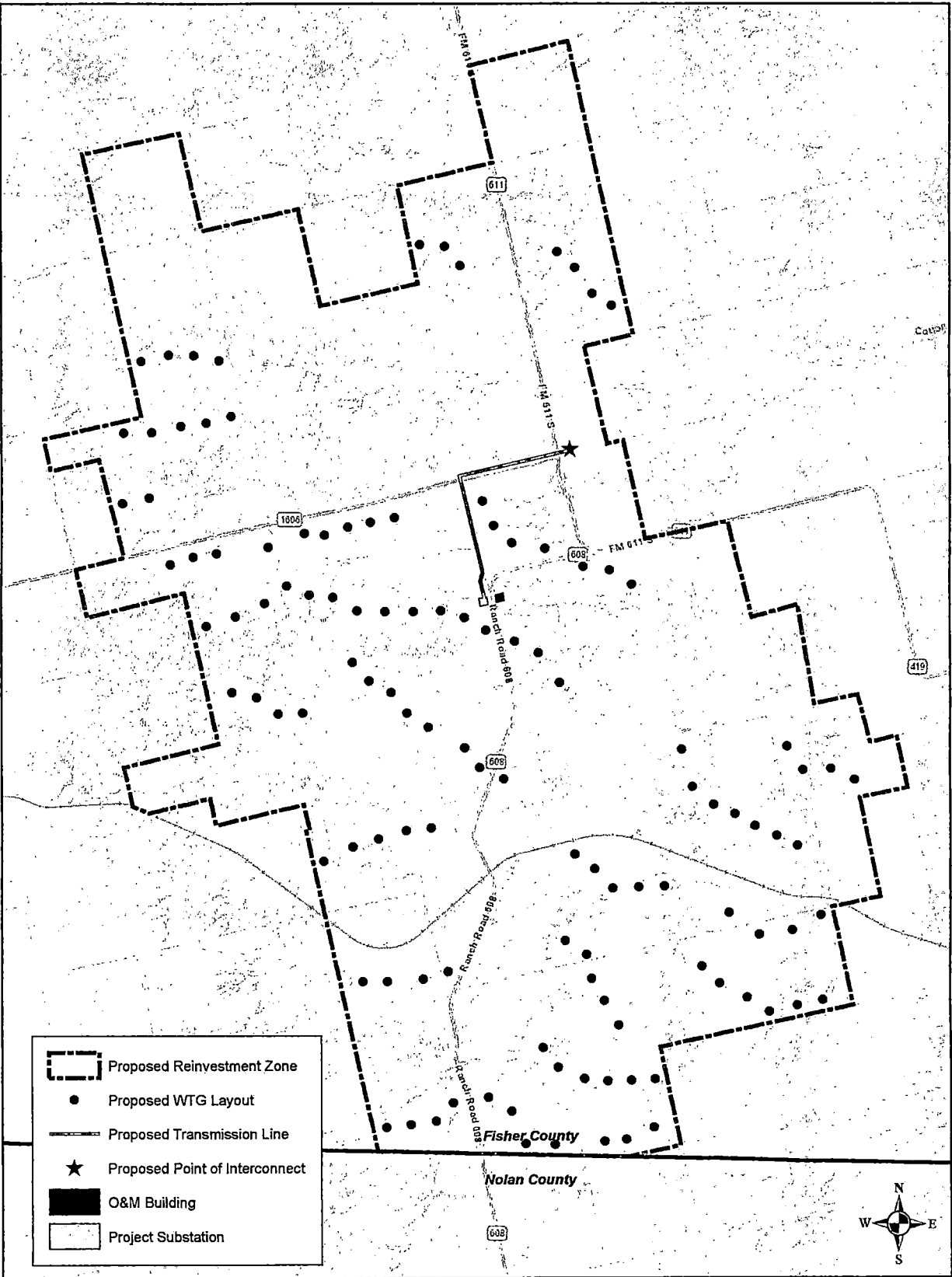
LOCAL GOODS AND SERVICES PLAN

The Company agrees that it and its contractors, if any, will use reasonable commercial efforts to use Fisher County area businesses in the construction, operation and maintenance of the Project; provided, however, that the Company 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 may be located in more than one county. The Company may use goods and services from other nearby counties, and such use will not be construed as a violation of this Agreement.

The Company 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: ("Local Services Coordination Department"); the Company 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 13. 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, the Company or its construction contractor, if any, shall advertise in local newspapers in Fisher County for local contractors to perform work on the construction of the Project.

EXHIBIT "D"
Improvements

See Attached Map



FISHER COUNTY AUDITOR'S OFFICE

Date:

TO: COMMISSIONERS COURT FISHER COUNTY

RE: LGC Sec 111.0108 – Special budget for revenue received after start of fiscal year.

The County Auditor shall certify to the Commissioners Court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

Revenues not budgeted for in budget year 2018:

The Fisher County Auditor's Office certifies the receipt of

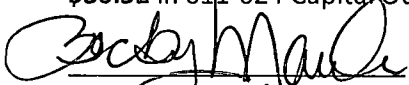
\$52,420.54 in proceeds from First National Bank Rotan for New Loan.

Expenditures to be added to budget year 2018:


\$32,500.00 in 11-611-625 New Equipment purchased

\$19,890.02 in 11-611-622 Capital Outlay Loan


\$30.52 in 611-624 Capital Outlay Loan Interest

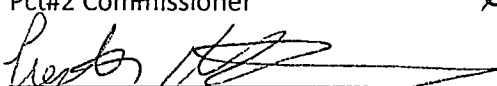

County Auditor

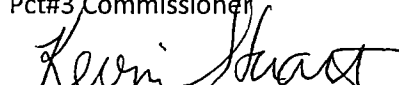
3-25-19
Date Signed


County Judge


Pct #1 Commissioner


Pct #2 Commissioner


Pct #3 Commissioner


Pct #4 Commissioner

IT PROJECT BUDGET PROPOSAL

Computers.....	\$19,200
<ul style="list-style-type: none"> • 14 New PC's for Law Enforcement Center • Establishes 2 dedicated PC's for TLETS Access • Replaces PC's that were moved over from the old Jail facility • Replaces PC's that are currently Windows 7 and End-of-Support in January 2020 	
Server.....	\$15,450
<ul style="list-style-type: none"> • Establishes New Server with 5 Year Onsite Warranty • Allows for fresh install and configuration of server for best design • Moves County from Windows 2012 to Windows 2016 Server • Server is designed to Serve all County Offices in the future 	
Dispatch Technology Upgrades.....	\$4,940
<ul style="list-style-type: none"> • Standardizes PC installs, allows for re-work of dispatch desk cabling • Installs Monitor Mounts to better utilize space and get PC's out of chase • Deploys IP Clocks to synchronize time and ensure consistent dispatch times 	
Mission Critical Battery System.....	\$8,040
<ul style="list-style-type: none"> • Installs County Mission Critical (MC) battery backup for IT equipment • Designed to support current and future needs • Allows for monitoring of power systems & critical IT HVAC systems remotely 	
Rack Installation.....	\$2,950
<ul style="list-style-type: none"> • Establishes Equipment Rack & Cabinet for County IT operations • Designed to server the LEC & Courthouse 	
Network Cabling Improvements.....	\$3,000
<ul style="list-style-type: none"> • Deploys additional cable drops where needed 	
Electrical Improvements.....	\$2,500
<ul style="list-style-type: none"> • Onsite work for electrical contractor to answer questions and trace unknown circuits • Allows for installation of dedicated outlets in dispatch for County MC Power 	
Miscellaneous & Install Supplies.....	\$1,610
<ul style="list-style-type: none"> • Installation Supplies • Labels, Wraps, Install Materials • Cart & Step stool to be left onsite for IT use in equipment rooms 	
Equipment & Supplies.....	\$57,690
Project Management.....	\$5,769
Integration & Support.....	\$24,200

IT CAPITAL IMPROVMENTS - PROJECTED PHASE I \$87,659

“AS A SERVICE” COSTS

(Recurring Costs Per Month)

Note: Phase I (this proposal) launches a new Managed & Secure Network for the County. The initial phase only includes the Law Enforcement Center (LEC), the Courthouse can be brought onto the network in a future phase.

Software as a Service..... \$533

- Replaces current piece mill Anti-Virus system with Managed Solution
- Establishes Microsoft Office 365 for LEC PC's (Word, Excel, PowerPoint, Outlook)
- Establishes Remote Support Tools
- Provides Secure DNS for new network
- Establish Remote Monitoring & Maintenance application that reports issues to Goldsmith Ticketing system
- Establishes Domain for IT & future use: fishercounty.org
- Provides hosted DNS for new domain name

Hardware as a Service \$530

- Provides Enterprise Grade Network Switches at the LEC with advanced Monitoring
- Provides Managed Wi-Fi Access Points throughout the LEC

Firewall as a Service \$348

- Provides New Managed Firewall & Yearly Security Services at LEC
- Provides IP Monitoring from outside to County Internet Points of Entry

MONTHLY TOTAL..... \$1,411