Re: Side Letter to the Neighbor Agreement CONFIDENTIAL

Dear

This letter agreement is to set forth the agreement between and yourselves ("Grantor") (each a "Party" and collectively the "Parties"), regarding the compensation for that certain Neighbor Agreement (the "Agreement") between the Parties, dated of even date herewith, and to be recorded in the Official Public Records of All capitalized terms not defined herein shall be given the meaning assigned to such terms in the Agreement.

The Parties hereby agree that the amount of the Payment referenced in the Agreement will be $10,000.00 USD, payable as set forth in the Agreement.

You agree that you shall keep this letter agreement confidential and that you shall not disclose the terms hereof, provided however, that you may disclose the terms of this agreement to your lenders, attorneys, accountants and other personal financial advisors, any prospective purchaser of the Property subject to the Agreement, or where required by law or pursuant to lawful process, subpoena or court order; provided that in making such disclosure you advise the party receiving such information of the confidentiality thereof and obtains the agreement of said party not to disclose such information.

Upon your acceptance hereof by signing in the space provided below, this letter shall constitute a binding agreement between the Parties, their respective heirs, successors and assigns. All Parties hereby acknowledge the receipt and sufficiency of good and valuable consideration for their obligations hereunder. This letter agreement shall be supplemental to and shall not amend or replace any of the terms or conditions of the Agreement. This letter agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.
IN WITNESS WHEREOF, the Parties have executed this letter agreement the day and year first above written.

GRANTEE:

By:
Name:
Title:

GRANTOR:
NEIGHBOR AGREEMENT

This NEIGHBOR AGREEMENT (this "Agreement") is made and effective as of __________________________, 2015 (the "Effective Date") by and between whose address is __________________________, and their successors and assigns (whether one or more, collectively and individually, "Owner"), and end its successors and assigns (collectively and individually, the "Wind Company"), whose address are sometimes referred to herein individually as a "Party" and together as the "Parties".

RECITALS

A. Owner owns the real property which is more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Wind Company intends to develop, construct and operate an electric-generating wind power project in one or more phases (the "Wind Project") on leased lands located in Cooke County, Texas (the "Wind Project Property").

C. Wind Company and Owner have determined that it is in their mutual best interest to enter into this Agreement.

AGREEMENT

In consideration of the payment made by Wind Company to Owner, the mutual promises and covenants of the Parties and other valuable consideration, receipt of which is hereby acknowledged, Owner and Wind Company hereby agree as follows.

1. Non-Disturbance and Waiver. Owner shall not engage in any activity that might disturb or cause interference with the construction and/or operation of the Wind Project and waives any and all claims based on nuisance or similar doctrines arising from the Wind Project or any effects of the Wind Project. Owner agrees during the Term not to build any structure more than sixty feet (60’) in height on that portion of the Property within 1,000 feet of any wind turbine on the Wind Project Property existing as of the date of Completion of Construction (hereinafter defined). The term of this Agreement shall commence upon the Effective Date, and shall terminate on the date that the Wind Project is no longer producing and delivering electricity to a third party purchaser of said electricity.

2. Setback from Residences. Wind Company warrants that no wind turbines shall be located within 1,000 feet of any habitable residence, church or school building, to the extent the foregoing exist as of the Effective Date and are in usable condition (provided, however, that the foregoing restrictions shall not apply to seasonally used residences such as hunting shacks or to derelict structures no longer being used by Owner.)

3. Fee. Owner and Wind Company acknowledge that during construction of the Wind Project there may be noise related to construction and other such as traffic inconvenience, dust and dirt on cars and other effects. In order to compensate Wind Company for such construction impacts and the other rights and waivers granted herein, Wind Company shall pay Owner a fee in accordance with the side letter dated of even date herewith (the "Payment"), one-half of which is payable thirty (30) days after the Commencement of Construction and the other half payable thirty (30) days after the Completion of Construction. “Completion of Construction” shall mean the date when all of the generating units and the related equipment for the Wind Project on the Wind Project Property have been installed in their entirety.
4. **Default.** If Wind Company fails to pay the Payment by the date specified in Section 2 or 3 above, and such failure continues for thirty (30) business days after Wind Company’s receipt of notice thereof from Owner, this Agreement shall terminate, and Wind Company shall have no further rights and remedies hereunder.

5. **Mortgages and Assignments.** Wind Company may, without need to obtain Owner’s consent or approval, (i) mortgage, collaterally assign, hypothecate, pledge or otherwise encumber and grant security interests in all or any part of its interest in this Agreement; and (ii) assign, transfer or otherwise convey all or part of its interest in this Agreement. Owner may sell, mortgage, assign or convey the Property without consent of Wind Company, but any conveyance shall be subject to the terms of this Agreement. In the event of a transfer of the Property by Owner, Owner shall obtain a covenant from the transferee of such rights that such transferee is subject to the terms and conditions of this Agreement and such transferee is entitled to receive the Payment (provided, however, that if the transfer is of less than all of the Property, the Payment will be divided pro rata among the owners of the Property.)

6. **Covenants Running With the Land.** The Parties hereby agree that all of the covenants and agreements contained in this Agreement touch and concern the real estate described in this Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and Owner’s heirs, administrators, executors, legal representatives, renters, successors and assigns as holders of an estate or interest in the Property and shall benefit Wind Company and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Agreement are not enforceable as covenants running with the land the Parties agree that they shall be enforceable as assignable and alienable easements in gross.

7. **Miscellaneous.** This agreement shall be governed by the law of the State of Texas and may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

Signatures appear on the following pages.
IN WITNESS WHEREOF, the Parties have executed this Agreement as of (although not necessarily on) the Effective Date set forth above.

Owner:

________________________________________

________________________________________

STATE OF __________________________ )
COUNTY OF __________________________ ) ss.

On the ___ day of __________, 20___, before me, the undersigned, a notary public in and for said state, personally appeared and executed same.

[NOTARY SEAL]

Name: __________________________________________
Notary Public, State of __________________________
My commission expires: ____________________________
My commission no.: ______________________________

STATE OF __________________________ )
COUNTY OF __________________________ ) ss.

On the ___ day of __________, 20___, before me, the undersigned, a notary public in and for said state, personally appeared and executed same.

[NOTARY SEAL]

Name: __________________________________________
Notary Public, State of __________________________
My commission expires: ____________________________
My commission no.: ______________________________
Wind Company:

By:

Name:
Title:

STATE OF
COUNTY OF

On the ___ day of ___, 20___ before me, the undersigned, a notary public in
and for said state, personally appeared ______________ executed same.

[NOTARY SEAL]

Name: ______________
Notary Public, State of ______________
My commission expires: ______________
My commission no.: ______________
Exhibit A

Legal Description of the Property

Tract 1:

Tract 2:

Including a home located at