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November 21, 2018

Via Two Day Delivery
See attached Service List

RE: Cease and Desist Demand regarding Wharton Wind Farm

Mrs. Ryan:

This law firm represents Seventus LLC and Wharton Wind, LLC, the developers of the Wharton Wind Project (collectively, the "Developer") in Wharton County, Texas (the "Project").

It has come to our attention that you, both personally and under the auspices of the Facebook page *Wharton County Against Wind* and the website www.whartoncountyagainstownd.com (collectively, "You") are responsible for making defamatory statements about Seventus, Wharton Wind, LLC and the Project.

I am writing to inform You that under Texas law it is unlawful to engage in defamation of another's character and reputation. Defamation generally consists of a false statement that injures one's reputation, is communicated to another person, and which the speaker knew or should have known was false.

Developer and its employees who are working on this Project are experienced and respected professionals within the wind energy industry. They have spent years working within the community and building a positive reputation for the Project. Developer recently discovered that You have engaged in spreading false, destructive, and defamatory rumors about it and the Project. For example, via the above-referenced Facebook page and verbally at a community meeting held at Mikeska's BBQ, You have:

- falsely represented that Developer paid a \$75,000 bribe or gift to the El Campo Independent School District in connection with the Developer's Chapter 313 tax abatement application;
- falsely represented that Developer's Chapter 313 tax abatement application was subject to a nefarious and secretive process "noticed at the last minute," in violation of Texas laws on open meetings;
- falsely represented that the Developer's Chapter 313 tax abatement application, which listed landowners and parcel numbers within a Reinvestment Zone, was a prelude to Developer seeking to obtain title over such properties via eminent domain;
- falsely represented that by signing a wind lease, the landowner is giving up all of

- its surface rights in their property; and
- falsely represented that agricultural jobs will be lost and large quantities of agricultural land destroyed if the Project is built.

All of the above false representations were widely and publicly transmitted. Further, You know they are false, and have deliberately and maliciously proceeded to spread them anyway in order to destroy the Developer's reputation and the Project itself.

Accordingly, we demand that You: (A) immediately cease and desist Your unlawful defamation of the Developer; and (B) provide us with prompt written assurance that You will cease and desist from further defamation of Developer's character and reputation, and (C) publicly correct all false information, including but not limited to the following:

- remove all false and defamatory statements from any and all websites, Facebook pages, and other media which You control;
- post retractions on all websites, Facebook pages, and other media which You control, with an explicit statement admitting that you made false and misleading statements about the Developer and the Project, and correcting the record by affirmatively stating the following:
 - The Chapter 313 application fee paid by Developer is not a bribe or gift, but is a fee required by statute that the district is required to use to cover expenses that are incurred relative to the handling of the application, and any funds not spent for that purpose are not a gift to the District but can only be applied to uses allowed by statute.
 - The Developer is not seeking, and does not have the power to take, via eminent domain or otherwise, anyone person or entity's real property in connection with Project or the Chapter 313 application.
 - The El Campo ISD's vote on the Developer's Chapter 313 Application was properly noticed in accordance with state laws, and conducted at a meeting open to the public.
 - Remove sneer quotes when referring to the Developer's payment of the \$75,000 Chapter 313 application fee, as the use of such quotes around "application fee" in the context of your videos conveys that a bribe has been paid.
 - Remove all use of the term "gift" when referring to the Developer's payment of the \$75,000 Chapter 313 application fee, as the use of such quotes around the term "gift" in the context of your videos is conveys that a bribe has been paid.
 - The Developer does not take all property surface rights from the landowner upon signing a lease, the leases explicitly allow for all other uses to continue on the property, including mining, agriculture, hunting, grazing, recreational uses, etc.
 - The Developer will not take significant amounts of agricultural land out of production; on average a wind farm (including all roads and ancillary

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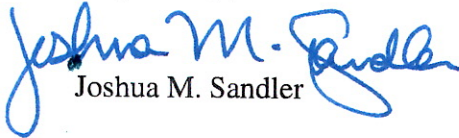
structures) utilizes about 1 acre of land per wind turbine (including access roads and other project improvements); other uses can and do continue around the turbines..

- At any future community meetings about the Project in which you are involved, make verbal retractions and corrections of all false information previously communicated, as indicated above.
- Refrain from making further defamatory statements and publications.

My client wished to give You an opportunity to discontinue this unlawful conduct by notifying you of your illegal behavior and identifying how you could correct it. Otherwise, You could face significant legal liability.

If you have any questions, please do not hesitate to contact me directly.

Respectfully,


Joshua M. Sandler

Service List

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