

CAMERON COUNTY, TEXAS
CHAPTER 312, TAX CODE TAX ABATEMENT
AGREEMENT WITH
LA CHALUPA, LLC

THIS TAX ABATEMENT AGREEMENT (“**Agreement**”), dated this 26th day of November, 2019 is entered into by and between LA CHALUPA, LLC, a Delaware limited liability company (the “**Company**”) and the County of Cameron, Texas, acting by and through its County Judge or his designee (the “**County**”).

WHEREAS, the County adopted Resolution No. 2019R01001 governing Chapter 312 tax abatement agreements and Chapter 381 economic development grant programs within the County on January 8, 2019, and this Agreement is consistent with such Resolutions and applicable state laws, including Chapter 312 of the Texas Tax Code;

WHEREAS, the aforementioned resolutions set forth Guidelines and Criteria governing Chapter 312 tax abatement agreements and Chapter 381 economic development grant agreements within the County (the “**Guidelines**”) and this Agreement is consistent with the Guidelines;

WHEREAS, the County has been duly designated as an Enterprise Zone pursuant to Chapter 2303 of the Texas Local Government Code and consistent with Section 312.4011 of the Texas Tax Code (the “**Enterprise Zone**”);

WHEREAS, the Chapter 312 tax abatement program established by the Guidelines was created by the County to assist companies in establishing operations in the County to provide economic benefits to the County, stimulate increased economic activity, and provide job opportunities for residents of the County;

WHEREAS, Company submitted an application for tax abatement to the County concerning contemplated improvements and investment;

WHEREAS, the County believes the Company represents significant potential to increase economic activity and job opportunities for residents in the County and wishes to offer the Company participation in its tax abatement program to encourage the Company to site their operations in the County, in the location more specifically described in Part A of Exhibit 1;

WHEREAS, as further described herein, Company proposes to construct and operate a 198.45 megawatt wind generating facility to interconnect power into the ERCOT market on the Site (referred to herein as the “**Project**” or the “**Facility**”),

which will be engaged in the active conduct of a trade or business, material portion of which is located within the County;

WHEREAS, in accordance with the Guidelines, the Commissioners Court finds that Company's contemplated investment (i) is significantly impactful to the County, and (ii) has the potential to exceed an aggregate investment of \$50 million within the County; and

WHEREAS, the Commissioners Court finds that the terms of this Agreement are consistent with encouraging development in the County and are in compliance with the Guidelines and applicable law; and, thus deems that it is in the best interest of the County to assist the Company in establishing operations in Cameron County.

NOW, THEREFORE, the County and the Company agree as follows:

ARTICLE I
DEFINITIONS

(a) The term "**Added Value**" means the assessed value of Eligible Property as determined by the Cameron County Appraisal District over the Base Year Value.

(b) The term "**Affiliate**" means any entity which is controlled by, controls, or is under common control with the Company. For the purposes of this definition, the term "controlled by", "controls" or "under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of any entity, whether through ownership, legally or beneficially, of voting securities, by contract or otherwise.

(c) The "**Base Year Value**" means the base year value of the Eligible Property for the year prior to the start of the Incentive Period, which is \$0.

(d) A "**business day**" means Monday through Friday of each calendar week, exclusive of holidays observed generally by Cameron County, Texas.

(e) The term "**Eligible Property**" means the property eligible for abatement under Chapter 312 of the Texas Tax Code and the Guidelines, to the extent located on the Site (defined below), including, without limitation, new, expanded or modernized buildings and structures, fixed machinery and equipment, wind turbines, roadways, transmission and collection lines, substations, related fixed improvements, and any other tangible personal property permitted by Chapter 312 of the Texas Tax Code and the Guidelines. Tangible personal property located on the Site at any time before the Term is not eligible for abatement. Tangible personal property eligible for abatement shall not include inventory or supplies..

(f) "**Full-Time Employee**" means a full-time employee as defined by § 4980H(c)(4) of the Internal Revenue Code, as amended, codified at Title 26 of the United States Code. If the aforementioned definition is at any time removed from Title 26 of the

United States Code, a Full-Time Employee shall mean a full-time employee as defined by § 4980H(c)(4) of the Internal Revenue Code as of the Effective Date. The parties acknowledge that as of the Effective Date, this term generally means, with respect to any month, an employee who is employed on average at least 30 hours of service per week.

(g) “**Full-Time Equivalent Employee**” means a combination of employees whose combined hours add-up to forty (40) hours per week, each of whom individually is not a Full-Time Employee, but who, in combination, are counted as the equivalent of a Full-Time Employee. For example, two (2) employees, each of whom works twenty (20) hours per week, shall be considered a Full-Time Equivalent Employee for purposes of this Agreement.

(h) “**Related Employers**” means an Affiliate, EPC contractor or other applicable employer that hires employees to work within the County for the administration, construction, operation and/or routine maintenance of the Facility.

(i) “**Required Wage**” means an average minimum salary of \$40,160 per year. The calculation of the Required Wage may include bonuses and employee benefits provided by the employer, excluding healthcare benefits. The calculation of the Required Wage specifically excludes compensation for overtime work. For employees that are compensated on an annual basis, but have not yet worked a full year as of the “reporting date” in the Award Affidavit selected pursuant to Section 2.07(h), such employee(s)’ salaries may be prorated based on the number of months such employee has been employed.

ARTICLE II BASIC TERMS

The following understanding forms the basis of this Agreement:

2.01 The Company presently leases, owns and/or has other real property interests in approximately 58 acres of land located in Cameron County, Texas as described in Part A of Exhibit 1 (the “**Site**”).

2.02 The Company proposes to construct and operate the Project. The number of turbines will vary depending on the types and the size of the Project. The Company expects the Project to be in operation for at least twenty (20) years.

2.03 This Agreement pertains to the tax incentives applicable to the Project and any associated Eligible Property on the Site, including the real estate improvements, fixtures, personal property, and any new additional value after the Base Year Value associated with such Eligible Property. Additionally, if the requirements of Section 8.04 herein relating to assignment are met, Company may assign all or a portion of its rights under this Agreement to such Affiliate.

ARTICLE III
ABATEMENT CONDITIONS AND REQUIREMENTS

As conditions precedent to Company receiving the abatement granted herein, Company agrees to the following commitments and performance requirements.

3.01 The Company shall commence construction of the Project within one year of the Effective Date; provided, such date may be extended by vote of the Commissioners Court (which shall not to be unreasonably withheld, conditioned or delayed) for up to (2) years. Company shall notify the County in accordance with the requirements of Article VIII when it has commenced construction.

3.02 The Company agrees to invest a minimum amount of \$50,000,000 in improvements, fixtures and equipment on the Site within (2) two years after the Effective Date; provided, such date may be extended by vote of the Commissioners Court (which shall not to be unreasonably withheld, conditioned or delayed) for up to two (2) years.

3.03 The Company will achieve the schedule of minimum performances shown on Exhibit 2. Subject to Section 5.05 below, such minimum performances shall form the basis for the Company to continue to receive the County incentives outlined in Article IV during the Incentive Period.

3.04 As an inducement for the County to enter into the Agreement, the Company shall make certain payments in lieu of taxes (“**PILOT**”) as further described in Article V below.

3.05 During the Incentive Period, as defined below, the Company shall use the Site and the Facility for a lawful use related to the support and/or operation of Company’s business. The Company’s use of the Site shall at all times be in a manner consistent with the general purpose of encouraging development within the Enterprise Zone. The parties acknowledge that the use of the Site as described in Section 2.02 is consistent with such purposes.

3.06 Company shall be and remain current on the payment of any and all taxes owed by Company to the County and all remaining taxing entities within the County; provided, however, that Company may properly follow legal procedures to protest or contest any such taxes.

3.07 Company shall conform to the requirements of applicable city ordinances and all other applicable laws and regulations of the County, state and federal government.

ARTICLE IV
TERM AND INCENTIVE PERIOD

4.01 This Agreement shall take effect on the date on which both the County and Company have executed this Agreement (“**Effective Date**”) and, unless earlier terminated

in accordance with its terms and conditions, shall expire simultaneously upon the expiration of the Incentive Period (“**Term**”).

4.02 Intentionally deleted.

4.03 If Company’s leasehold or easement interest in any Site on which Eligible Property is located terminates without assignment of the Agreement to a successor in interest of Company’s leasehold or easement interest in accordance with Section 8.04, and a leasehold or easement interest in such Site is not restored with ninety (90) days of termination, this Agreement will automatically terminate as to such Site unless amended in accordance with Section 8.01. Notwithstanding the foregoing, no taxes may be abated for Eligible Property located on Site during any period in which Company (or its assignee) does not hold an ownership, leasehold or easement interest in such Site.

4.04 For purposes of this Agreement the “**Incentive Period**” shall mean the ten (10) calendar years starting on January 1 of the first full calendar year following the date on which the Facility becomes commercially operational and has begun selling energy in commercial quantities to a third party power purchaser. Each such calendar year of the Incentive Period shall be referred to in this Agreement as an “**Operational Year.**”

ARTICLE V
INCENTIVES AND REPORTING

5.01 As an inducement to the Company to develop and continuously operate the Facility for at least ten (10) years, and to maintain the Facility in operation for the minimum period set forth in Section 2.02, provided that Company has met the abatement conditions contained in Article II herein, the County agrees that the Company shall receive a tax abatement for the County’s ad valorem personal property taxes as specified in Section 5.02 to financially support the construction, startup and operation of the Project.

5.02 In consideration of the Company’s performance of its obligations under this Agreement, the County agrees that the Company shall receive a tax abatement during the Incentive Period for the County’s Maintenance and Operation’s ad valorem personal property taxes (NOT INCLUDING THE COUNTY’S INTEREST AND SINKING FUND TAX RATE NECESSARY TO FUND THE COUNTY’S DEBT OBLIGATIONS SUPPORTED BY PROPERTY TAX LEVIES) relative to the Added Value of the Eligible Property located on the Site, as follows:

Percent of County Taxes to be Abated:

Year 1	M&O 100%
Year 2	M&O 100%
Year 3	M&O 100%
Year 4	M&O 100%
Year 5	M&O 100%

Year 6	M&O 100%
Year 7	M&O 100%
Year 8	M&O 100%
Year 9	M&O 100%
Year 10	M&O 100%

Such tax abatements will commence on following January 1, after the project within County boundaries becomes fully operational. The tax abatement granted herein shall continue for the duration of the Incentive Period and expire at the end (December 31st) of the tenth Operational Year.

5.03 Report Upon Completion. Upon completion of the minimum investment of \$50,000,000 pursuant to Article II, Company will submit to the County a report with reasonable documentation of the minimum investment and confirmation evidencing that Company has met the requirements of Article II ("**Completion Report**").

5.04 Award Affidavit. On or before March 1, of each year that this Agreement is in effect, the Company shall submit to the County, an award affidavit signed and affirmed by an officer or authorized representative of the Company (each an "**Award Affidavit**"), stating that to the best of the Company's knowledge: (i) the Company intends to maintain the Facility in full operation in accordance with the terms of this Agreement; (ii) the Company's representations and warranties contained in Section 7.01 continue to remain true and correct as of the date of the Award Affidavit and (iii) for Award Affidavits provided during an Operational Year, certification by the Company that the aggregate performances set forth in Section 3.03 have been achieved and that reasonable backup documentation exists to substantiate the Company's calculations and performances as set forth in the Award Affidavit. The Company shall also submit documentation as may be reasonably requested by the County in such form as the County may reasonably determine in accordance with the terms and subject matter of this Agreement. The County shall not make copies or otherwise duplicate any documentation submitted by the Company pursuant to such a request and all documentation submitted to the County pursuant to this Agreement shall be returned to Company within fifteen (15) days after County's receipt thereof, except as required by the Texas Public Information Act or other applicable law.

5.05 The Company's failure to comply with and meet the performance requirements of Section 3.03 for an Operational Year will not eliminate or limit the right of the Company to an abatement for that Operational Year if, and only if, (i) the deficit in the requirements was less than ten (10%) percent of the target and (ii) the Company accurately set forth the calculations in the Award Affidavit for the Operational Year.

5.06 Audits of Books and Records. The County will have the right, and the Company shall allow the County to audit the Company's operating records relevant for the County to determine compliance with this Agreement after submission of the Completion Report and, thereafter, during each Operational Year. Company must make all such records available to the County at the Company's office in the County or at another location within the County acceptable to both parties. If the Award Affidavit is found to be incorrect in

any material way with respect to the calculations or regarding the Company's representations and warranties, then, in addition to the remedies available to the County under Section 9.05, the Company will pay to the County on demand at its address set forth herein, the reasonable cost of the audit. If such audit proves the Award Affidavit is correct in all material respects, the expense of any such audit will be paid by the County. Any audit conducted pursuant to this Section 5.06 shall be undertaken during the Company's normal working hours, and the Company shall be provided with reasonable notice and opportunity to prepare relevant records for review without disruption to the conduct of its ordinary business activities. Any amounts payable by one party to the other party shall be settled within thirty (30) days of submission of documentary evidence of the costs of such audit.

5.07 Inspections. At any time during Company's normal working hours throughout the Term and following at least fifteen (15) business days prior written notice to Company, the County will have the right to inspect the Site and the Facility in order to determine compliance with the Agreement. Company will reasonably cooperate with County and any County employees during any such inspection. Notwithstanding the foregoing, Company shall have the right to require that any representative of the County on the Site be escorted by a representative or security personnel of Company during any such inspection and Company shall be able to exercise a requested inspection date and time in its reasonable discretion so as not to interfere with ongoing business operations at the Site. Further, Company may require that all individuals inspecting the Site or the Eligible Property first sign a confidentiality agreement under which they agree not to discuss or publicize information revealed in such inspection except as necessary for them to complete such inspection and evaluation in accordance with the terms of this Agreement.

ARTICLE VI PAYMENTS IN LIEU OF TAXES

6.01 In consideration of the tax abatements described in Section 4.02 being granted to it, the Company (or an Affiliate) shall pay to the County \$200,000 in each Operational Year (each, a "**PILOT Amount**"), unless increased pursuant to Section 3.01 herein.

6.02 The PILOT Amount may be paid in ANNUAL installments no later than December 31, of each Operational Year (the "**PILOT Payments**"). The County acknowledges and accepts that the PILOT Payments may be made by Company or any Affiliate in order to optimize the financing structure for the Facility.

ARTICLE VII REPRESENTATIONS AND WARRANTIES

7.01 The Company represents and warrants to the County (and covenants with the County where applicable) that:

(a) The Company is authorized to do business in the State of Texas and has the requisite power and authority, corporate or otherwise, to conduct its business, to own its present assets, and to perform all of its obligations under this Agreement;

(b) The Company's execution, delivery and performance of its obligations under this Agreement have been duly authorized by all necessary actions and do not violate any provision of any existing law, rule, regulation, or contract by which the Company or its property or assets are bound or affected;

(c) The Company has not filed and there are no pending bankruptcy proceedings or other debtor relief proceeding relative to the Company or contemplated by the Company; and

(d) To the Company's best knowledge, the Company is not delinquent in the payment to the County of any material impositions (as that term is hereinafter defined) due and owing from the Company (if any) related to the Facility or Company's operations at the Site, except those contested by the Company by appropriate proceedings promptly initiated and diligently conducted or to the extent required for the purposes of project financing. As used herein, "impositions" means (i) real estate and personal property taxes, water, gas, sewer, electricity and other utility rates, and (ii) all other taxes, charges and assessments and any interest, cost or penalties with respect thereto, of any kind and nature, levied or imposed upon the Facility or Company, or any income therefrom, or the ownership, use, occupancy or enjoyment thereof.

7.02 The County represents and warrants to the Company that:

(a) The County is duly authorized to do business in the State of Texas and has requisite power and authority, corporate or otherwise, to conduct its business and to own its present assets, and to execute and deliver all of its obligations under this Agreement;

(b) The execution, delivery, and performance by the County of its obligations under this Agreement have been duly authorized by all necessary action and does not violate any provision of existing law, rule, regulation or contract by which the County or its property or assets is bound or affected;

(c) the Eligible Property does not include any property that is owned by a member of the County's councils or boards, agencies, commissions, or other governmental bodies (including the Commissioner's Court) approving, or having responsibility for the approval of this Agreement; and

(d) the recitals set forth at the beginning of this Agreement are true and correct in all material respects.

ARTICLE VIII NOTICES

8.01 Any notice or document required or permitted to be given hereunder by one party to the other will be in writing, mailed by first-class or express mail, postage prepaid, certified with return receipt requested, sent by facsimile, sent by overnight delivery using

a recognized overnight courier, or sent via electronic mail. All such communication will be mailed, sent, or delivered at the address respectively indicated in this Article VII or at such other address as either party may have furnished the other party in writing pursuant to Section 8.04. Any communication so addressed and mailed will be deemed to be given three (3) calendar days after mailed. Any communication sent by overnight courier or electronic mail shall be deemed received one (1) business day after so sent. Any communication sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged by the receiving operator or equipment. Finally, any communications delivered in person shall be deemed to be given when received for by the Company or the County, as the case may be.

8.02 The address of the County for all purposes under this Agreement and for all notices hereunder shall be:

Eddie Treviño, Jr., or his successor
County Judge
1100 E. Monroe
Brownsville, Texas 78520
(956) 544-0830
etrevino@co.cameron.tx.us

With a copy to:

Mr. Juan Gonzalez
Cameron County General Civil Legal Counsel
County of Cameron, Texas
1100 E. Monroe
Brownsville, TX 78520
(956) 550-1345
Juan.Gonzalez@co.cameron.tx.us

8.03 The address of the Company for all purpose under this Agreement and for all notices hereunder shall be:

La Chalupa, LLC
Rafael Esteban Fernandez de Cordoba
Acciona Energy USA Global, LLC
55 E. Monroe Street, Suite 1925
Chicago, IL 60603
(312) 321-3011

With a copy to:

BRIAN DUNNEBACK
bdunneback@accionea.com
55 E. Monroe Street, Suite 1925
Chicago, IL 60603
(312) 321-3011

8.04 From time to time either party may designate another notice address within the 48 contiguous states of the United States of America for the purpose of this Agreement by giving the other party written notice of such of address in accordance with the provisions of this Article VII.

ARTICLE IX GENERAL

9.01 This Agreement may be amended, but only in writing, signed by each of the parties hereto and through using the same procedure for approval as is required for this Agreement.

9.02 The covenants and contracts contained in this Agreement, or in any document certificate or other instrument delivered under or pursuant to this Agreement, will survive the execution and delivery hereof, the consummation of this Agreement, and continue to survive thereafter for the applicable statute of limitations to ensure full performance thereof and full recourse for nonperformance by any party.

9.03 No Third Party Beneficiaries. The parties agree that no third person has in any way brought the parties together or been instrumental in the making of this Agreement. Nothing in this Agreement, expressed or implied, is intended to confer upon any other persons any rights or remedies under or by reason of this Agreement. The Company agrees to indemnify the County against any cost resulting from any claim by any third person for any commission brokerage, finder's fee or any other payment based upon any alleged agreement or understanding between such third party and the Company, whether expressed or implied from the actions of the Company. If such a claim is brought against the County, the Company shall have the right and authority to control and direct the investigation, defense and settlement of such claim, as permitted by state law and constitution. For the avoidance of doubt, the Company has engaged financial and tax advisors on a fee basis, and no compensation is contingent on execution of this Agreement.

9.04 Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns. This Agreement may not be assigned by either the County or the Company without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld or delayed. Notwithstanding the forgoing, the County hereby consents to Company's assignment of all or a portion of its rights under this Agreement upon prior written notice to the County to (i) any Affiliate that assumes Company's leasehold and/or easement interest and/or acquires an ownership, leasehold or easement interest at the Site (to the extent of such leasehold, easement or ownership interest); (ii) to any entity that has acquired all or substantially all of the Company's assets; (iii) to any successor to the Company by merger, consolidation or other reorganization; and (iv) to a lender, equity investor or other financing party providing financing for the Facility as further described below, provided that, with respect to any assignment pursuant to (i), (ii), (iii) or (iv): the Company shall notify the County of any such transaction following such occurrence in accordance with the terms of Article VII hereof. Any assignment shall require that: (i) all rights duties,

obligations and liabilities under the Agreement applying to the interest acquired by the assignee shall be assigned from the assignor and assumed by the assignee, and upon such assumption, the assignor shall have no further rights, duties, or obligations under the Agreement from the date of such assignment to the extent such rights, duties, obligations or liabilities apply to the interest acquired by the assignee; and (ii) the assignment be made subject and subordinate to this Agreement and the policies and procedures of the Guidelines. For any lender, equity investor or other financing party providing financing to the Facility, Company may assign as collateral, pledge and/or grant a security interest in this Agreement without the County's consent, but with prior written notice to the County and the County shall execute any document reasonably required by the Company or its lenders, equity investors or other financing parties, acting reasonably, in connection with such assignment, pledge or security interest.

9.05 Upon the occurrence of an event of default pursuant to Section 10.01(a), 10.01(b), or 10.01(c) and after the expiration of the Company's right to cure as set forth in Section 10.02, the County may, as its exclusive remedies, elect to terminate this Agreement and be entitled to collect and recapture the full amount of ad valorem taxes abated under this Agreement as of the date of default, and Company's liability shall be limited to such amount; *provided however*, that (i) the County must give notice of such termination within sixty (60) days of the expiration of the cure period provided in Section 10.02 and (ii) all additional considerations paid by the Company as set forth in Sections 3.04 and Article VI, expressly including without limitation all PILOT Payments, shall be credited against the recapture amount due under this provision. Such a recapture shall be due and payable to the County within sixty (60) days of the date the County provides notice to Company exercising its right of recapture. Upon the occurrence of a default pursuant to Section 10.01(d) or 10.01(f) and after the expiration of the Company's right to cure as set forth in Section 10.02, the County will be entitled to collect and recapture the amount of ad valorem taxes abated under this Agreement for the calendar year in which such a default occurred and may elect to terminate this Agreement. Such a recapture shall be due and payable to the County within sixty (60) days from the date the County provides notice to Company exercising its right of recapture. Upon the occurrence of an event of default pursuant to Section 10.01(e), and after the expiration of the Company's right to cure as set forth in Section 10.02, the County may terminate this Agreement and assert any remedy at law or equity to enforce the provisions hereof. Upon the occurrence of an event of default pursuant to Sections 10.01(g), 10.01(h), or 10.01(i) and after the expiration of the Company's right to cure as set forth in Section 10.02, the County may, as its exclusive remedies, elect to terminate this Agreement and be entitled to collect and recapture the full amount of ad valorem taxes abated under this Agreement during the period beginning on the date such default first occurred and continuing through the date of notice of termination.

If more than one remedy for a default by the Company may be applicable, the County may pursue such jointly or alternatively as it may elect and the forbearance by the County to enforce any remedy provided above upon an event of default shall not be deemed or construed to constitute a waiver of such default.

Notwithstanding anything herein to the contrary, prior to pursuing any remedies available to the County for the Company's default under this Agreement, the County shall send notice of such default to all of the Company's lenders and other financing parties who have a collateral interest in this Agreement and who the Company has provided the County with contact information for, and shall allow such lender or financing party to cure (at its sole option) such default during the same cure periods provided in Section 10.02 below.

9.06 The County acknowledges and understands that the Company is relying on the County's representations and warranties in this Agreement and the County's ability to perform the terms thereof. Accordingly, in the event of default by the County, Company may seek to have the provisions of this Agreement enforced by declaratory judgment or injunctive relief to obtain specific performance. Except as provided in this Section 9.06, nothing contained in this Agreement shall be construed as constituting a waiver of the County's governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law.

9.07 General Terms:

(a) The headings contained in the articles of this Agreement are for reference only and do not affect in any way the meaning or interpretation of this Agreement.

(b) As used in this Agreement, all references to exhibits refer to the exhibits attached hereto (each of which is hereby incorporated into and deemed to be a part of this Agreement).

(c) This Agreement will be construed and enforced in accordance with the laws of the State of Texas.

(d) If any term or provision of this Agreement is invalid, illegal or incapable of being enforced, all other terms and provisions of this Agreement will remain in full force and effect and such invalid, illegal or unenforceable term or provisions shall be reformed automatically so as comply with the applicable law or public policy and to effect the original intent of the parties.

(e) This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(f) This Agreement (together with the Exhibits hereto and the documents to be delivered pursuant hereto) constitutes the entire agreement among the parties, all negotiations by between and among them being merged into this Agreement (together with such Exhibits and documents).

(g) Unless context requires otherwise, the words, "herein", "hereof" and "hereunder", and words of like import, shall be deemed to refer to this Agreement in its

entirety and not to any individual article, section, subsection, paragraph, or subparagraph. The pronouns used in this Agreement will be constructed as masculine, feminine or neuter, singular or plural, as the context may require.

(h) Each party hereto has been represented by legal counsel designated by it and no provision of this Agreement will be construed in favor of, or against, any of the parties hereto by reason of the extent to which this Agreement or any provision hereto is inconsistent with any prior draft hereof or thereof.

(i) The Company shall provide to the County (or permit the County to inspect, as the case may be) the financial information and records referred to in this Agreement, and the County will accept from the Company the financial information as "**Confidential Information**" and agrees to receive and, for the duration of this Agreement and five (5) years thereafter, to not make any unauthorized use of the Confidential Information, including, without limitation, to use such information in the support of activities competitive with those of the Company, and to maintain said Confidential Information in secrecy and strict confidence unless: (i) such information has lawfully become public information through action of the County; (ii) such information was known to the County prior to having obtained such information under the terms of this Agreement or was developed independently of the Confidential Information provided by the Company; (iii) such information becomes lawfully available to the County, from another source, which has not received the information, either directly or indirectly, from either of the Company or an Affiliate; or (iv) the disclosure of the information is required by law. The confidentiality obligations of this Section 9.09(s) shall expire five (5) years after the last day of the last Operational Year of this Agreement.

(j) In the event that the County receives a request for information relating to the Company, Confidential Information or any other information provided by the Company to the County pursuant to this Agreement, the County shall timely seek an opinion from the Attorney General of the State of Texas requesting if the information requested is required to be provided. The County agrees to use its best efforts in safeguarding all information relating to the Company, including all proprietary or Confidential Information, as well as non-proprietary or non-confidential information provided pursuant to this Agreement, and any other information provided by the Company to the County.

(k) It is the intent of the parties to comply with Section 312 of the Texas Tax Code. All requirements for a tax abatement under Section 312 of the Texas Tax Code are incorporated herein. Any variations between the terms and conditions of this Agreement and those set forth in the Guidelines are hereby approved by the County.

(l) In the event Section 2270.002 of the Texas Government Code applies to this Agreement, the Company hereby certifies that it does not and will not boycott Israel.

ARTICLE X DEFAULT

10.01 The following events shall be deemed to be events of default by the Company under this Agreement:

(a) The Company fails to submit to the County an Award Affidavit at the time and in the manner required in this Agreement;

(b) Any warranty, affirmation or representation made to the County by or on behalf of the Company with respect to any certificate, Completion Report or Award Affidavit proves to have been false or intentionally misleading in any material respect when made;

(c) Company fails to meet the minimum investment requirement in Section 2.02;

(d) The Project is completed and begins operations, but subsequently all operational wind turbines on the Site cease the generation of electricity for a period of one year or more for any reason except generation shut downs to address safety concerns, fire, explosion or other casualty, accident or natural disaster or other event for which Company (or one or more of its Affiliate's) performance is excused for reason of Force Majeure during the Incentive Period unless (i) the Company can demonstrate to the County (acting reasonably) that it is diligently pursuing the resumption of energy generation and (ii) the Company continues to meet the employment requirements; and where for purposes of this Agreement "**Force Majeure**" shall mean any act, event or circumstance, whether of the kind described herein or otherwise, that is not reasonably within the control of, does not result from the gross negligence of, and would not have been avoided or overcome by the exercise of reasonable diligence by the party claiming Force Majeure, with such party having observed a standard of conduct that is consistent with a reasonable and prudent operator under the same circumstances; including: (i) acts of God, the government, or a public enemy; strikes, lockout, or other industrial disturbances; (ii) adverse weather conditions, catastrophic storms or floods (including adverse weather conditions, catastrophic storms or floods that prevent access to or operation of the Facility due to closure of roads by decision of a local, state or federal authority); (iii) wars, terrorism, revolts, insurrections, sabotage, commercial embargoes, blockades or civil disturbances of any kind, epidemics, fires, explosions, arrests and actions of a local, state or federal authority that were not requested, promoted or caused by the affected party; (iv) changes in or introduction of laws, rules, regulations, ordinance, decree or orders of any national, municipal or other governmental authority, whether domestic or foreign, or the nationalization, confiscation, expropriation, compulsory acquisition arrest or restraint of any assets by any governmental authority; (v) loss of, accidental damage to, or inaccessibility to or inoperability of any Eligible Property to/from the Facility or any disruption under the supply/production agreements supporting the Facility; (vi) any event affecting a power grid, substation or other supporting infrastructure that is directly connected to the Facility, which results in the Facility having to declare an event of Force Majeure due to the impact on the Facility's operations; and (vii) the denial, expiration of, or failure to obtain, any regulatory approval, required for the Facility's operations;

(e) Any warranty, affirmation or representation, other than those described in Section 9.01(b), made to the County by or on behalf of the Company on the date hereof proves to have been false or misleading in any material respect when made;

(f) The Company fails to timely comply with the County's request to inspect the Facility in accordance with Section 5.07;

(g) The Company fails to timely pay, when obligated, any investigation cost incurred by the County hereunder or any audit cost under Section 5.06;

(h) To the extent permitted by law, if bankruptcy or insolvency proceedings are commenced by or against the Company and are not dismissed within ninety (90) days thereafter; or

(i) The Company fails to pay any PILOT Payment when due and owing.

10.02 If the County determines that the Company is in default in accordance with the terms and conditions of this Agreement, then the County shall notify the Company in writing of such default. If the default is not cured within ninety (90) calendar days from the date of the notice, then the County may exercise its remedies under Section 9.05. Notwithstanding the foregoing sentence, the cure period for a payment default pursuant to Section 10.01(g) or (i) shall only be thirty (30) business days. The County Commissioners Court may extend the ninety (90) day cure period an additional thirty (30) days if the default may not reasonably be cured within such ninety (90) day period.

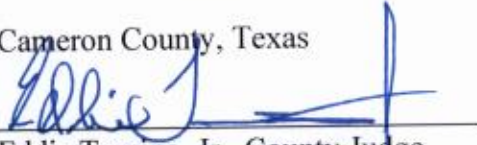
ARTICLE XI ROAD MAINTENANCE

(Include here a guaranty of preserving the roads in the condition as they were on the day of commencement of construction) As conditions precedent to Company receiving the abatement granted herein, Company shall comply with the terms and conditions of the Road Use Agreement between the Company and the County dated as of {Date} (as amended) attached hereto as Exhibit 3.

[Signature page immediately follows]

IN WITNESS WHEREOF, the undersigned parties hereto have duly executed this Agreement as of the date written below the parties' representatives' signatures, hereinafter.

Cameron County, Texas


Eddie Trevino, Jr., County Judge

Attested By:


Sylvia Garza-Perez, County Clerk



Monte Alto Windpower, LLC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Exhibit 1

PART A

DESCRIPTION OF REAL PROPERTY UNDER LEASE

METES AND BOUNDS DESCRIPTION

PART B

**Site Plan
{SITE MAP}**

La Chalupa LLC Windfarm

Start Date: 4Qtr 2019
 Construction completion: 4Qtr2020
 Value at Base Year: \$ -
 Year 1 -10 Abatement: 100%
 Taxes to be abated: M&O
 Investment*: \$ 215,000,000
 Value at end of Abatement*: \$ 33,000,000
 Proposed annual PILOT: \$ 125,000
 Permanent Jobs: 4
 Average Salary*: \$ 65,000
 Construction Jobs: 350
 Economic life: 25-30 years
 Other possible locations: All over Texas

	0.381153	0.05574	Taxes	Total Possible	PILOT**	Total	% Taxes
	M&O	I&S	Foregone	Taxes		Payments	Abated
	Value						
Year 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Year 1	\$ 215,000,000	\$ 819,478.95	\$ 119,841	\$ 667,018	\$ 200,000	\$ 319,841	66%
Year 2	\$ 203,500,000	\$ 775,646.36	\$ 113,431	\$ 773,137	\$ 200,000	\$ 313,431	65%
Year 3	\$ 192,000,000	\$ 731,813.76	\$ 107,021	\$ 506,933	\$ 200,000	\$ 307,021	63%
Year 4	\$ 180,500,000	\$ 687,981.17	\$ 100,611	\$ 453,572	\$ 200,000	\$ 300,611	62%
Year 5	\$ 169,000,000	\$ 644,148.57	\$ 94,201	\$ 400,211	\$ 200,000	\$ 294,201	60%
Year 6	\$ 157,500,000	\$ 600,315.98	\$ 87,791	\$ 346,849	\$ 200,000	\$ 287,791	58%
Year 7	\$ 146,000,000	\$ 556,483.38	\$ 81,380	\$ 293,488	\$ 200,000	\$ 281,380	56%
Year 8	\$ 134,500,000	\$ 512,650.79	\$ 74,970	\$ 240,126	\$ 200,000	\$ 274,970	53%
Year 9	\$ 123,000,000	\$ 468,818.19	\$ 68,560	\$ 186,765	\$ 200,000	\$ 268,560	50%
Year 10	\$ 111,500,000	\$ 424,985.60	\$ 62,150	\$ 133,404	\$ 200,000	\$ 262,150	46%
Value at end	\$ 100,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Total Taxes	\$ 6,222,322.73	\$ 909,956	\$ 4,001,503	\$ 7,132,278	\$ 2,000,000.00	\$ 2,909,956	59.2%



Google Earth



Exhibit 2

Schedule of the Company's Minimum Performance by Year of Operation

Operational Year	Construction Costs	Direct Construction Jobs	Direct Construction Salaries	County Permits Paid	Assessed Facility Value	Personal Property Value	Permanent Jobs Created	Total Salaries for Permanent Jobs
1					\$200,000,000			
2					\$200,000,000			
3					\$200,000,000			
4					\$200,000,000			
5					\$200,000,000			
6					\$200,000,000			
7					\$200,000,000			
8					\$200,000,000			
9					\$200,000,000			
10					\$200,000,000			

Exhibit 3

Road Use Agreement

Assignment and Assumption Agreement

Effective Date: SEPTEMBER 14, 2018

Assignor: CIELO LAND AND CATTLE, LP, a Texas limited partnership

Assignee: LA CHALUPA, LLC, a Delaware limited liability company

Assigned Agreements: The agreements listed on Exhibit A attached hereto.

Background: Assignor desires to transfer all of its rights, title and interest in the Assigned Agreements by means of this *Assignment and Assumption Agreement* (this "**Agreement**"), and to be released from all of its obligations and liability under the Assigned Agreements.

Agreement: Now, therefore, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment.** As of the Effective Date, Assignor hereby SELLS, TRANSFERS, ASSIGNS, and CONVEYS to Assignee all of Assignor's rights, title, and interests in and to the Assigned Agreements.

2. **Assumption.** Assignee hereby PURCHASES and ACCEPTS all of Assignor's rights, title, and interests in and to the Assigned Agreements from Assignor. Assignee hereby assumes and agrees to discharge, in accordance with the terms thereof, all of Assignor's obligations with respect to the Assigned Agreements arising from and after the Effective Date in accordance with the terms thereof.

3. **Assignor's Representations and Warranties.** Assignor hereby represents and warrants the following:

(a) *Other Assignments.* Other than this Agreement, Assignor has not assigned or encumbered, nor suffered any assignment of or encumbrance against, any right, title or interest in or to the Assigned Agreements.

(b) *Undisclosed Modifications.* Except as set forth on Exhibit A, Assignor has not amended, supplemented, or otherwise modified (or joined in the amendment, supplement or modification of) the Assigned Agreements.

(c) *Lawsuits.* The Assigned Agreements are not the subject of any lawsuit of which Assignor has notice or actual knowledge, and, to Assignor's actual knowledge, no person has asserted any claim against any of the Assigned Agreements.

(d) *Authority.* Assignor has the full right, power and authority to assign its rights, title and interests in and to the Assigned Agreements and to enter into this Agreement.

(e) *No Defaults; Full Force and Effect.* The Assigned Agreements are valid and existing and in full force and effect, and (i) there are no defaults now existing under the Assigned Agreements caused by Assignor, and no event has occurred and no condition exists that, with the passage of time or the giving of notice, or both, would constitute such a default of the same by Assignor, and (ii) to the actual knowledge of Assignor, there are no defaults

now existing under the Assigned Agreements caused by any other party thereto, and no event has occurred and no condition exists that, with the passage of time or the giving of notice, or both, would constitute such a default of the same by any such party.

"Knowledge", as it applies to Assignor, shall mean the knowledge, following due inquiry, of Walter Hornaday, which due inquiry shall be limited to such persons making reasonable inquiry of the actual knowledge, as of the date of the specific representation or warranty in question, of all current employees of the Assignor and its affiliates responsible for the Assigned Agreements.

EXCEPT AS EXPRESSLY PROVIDED ABOVE, ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE ASSIGNED AGREEMENTS OR THIS AGREEMENT, AND THIS AGREEMENT IS MADE "AS IS, WHERE IS, WITH ALL FAULTS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER SIMILAR WARRANTY ARISING UNDER STATUTORY OR COMMON LAW.

4. **Assignee Indemnification.** Assignee agrees to indemnify, defend, and hold harmless Assignor, and Assignor's successors, assigns, affiliates, partners, members, officers, directors, employees, attorneys, agents, and representatives of any kind (collectively, the *"Related Parties,"* which term, where appropriate, shall be deemed to be incorporated into the definition of party(ies)), from any and all losses, costs, claims, demands, damages, actions, liabilities, attorneys' fees, and causes of action of whatever kind or character (whether past, present, or future, known or unknown, accrued or unaccrued, liquidated or unliquidated) (collectively, the *"Claims"*) which arise out of or relate to Assignee's breach or failure to perform its obligations under the Assigned Agreements or this Agreement, to the extent such breach or failure occurred on or after the Effective Date; PROVIDED, THAT, ASSIGNEE SHALL OWE NO INDEMNITY FOR CLAIMS WHICH ARE CAUSED BY THE SOLE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ASSIGNOR.

5. **Assignor Indemnification.** Assignor agrees to indemnify, defend, and hold harmless Assignee and Assignee's Related Parties from any and all Claims which arise out of or relate to Assignor's breach or failure to perform its obligations under the Assigned Agreements or this Agreement, to the extent such breach or failure occurred before the Effective Date; PROVIDED, THAT, ASSIGNOR SHALL OWE NO INDEMNITY FOR CLAIMS WHICH ARE CAUSED BY THE SOLE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ASSIGNEE.

6. **Memorandum.** Concurrently with the execution and delivery of this Agreement, Assignor and Assignee will execute a *Memorandum of Assignment and Assumption Agreement*, which shall be recorded in the Official Public Records of Cameron County, Texas.

7. **General Provisions.**

(a) *Entire Agreement.* This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof, and there have been and are no covenants, agreements, representations, or warranties between the parties with respect to that subject matter other than those set forth in this Agreement.

(b) *Attorneys' Fees.* If a party institutes an action or proceeding at law or in equity to enforce any provision of this Agreement or to protect or establish any right or remedy of any party under this Agreement, then the non-prevailing party to that action shall pay to the prevailing party all actual reasonable costs and expenses (including actual reasonable attorneys' and expert fees) that the prevailing party incurred as a result of the action or

proceeding.

(c) Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties and their respective permitted successors and assigns.

(d) Governing Law. This Agreement shall be construed under and be governed by the laws of the State of Texas, without regard to the conflicts of laws provisions, and all obligations of the parties created under this Agreement shall be performed in the State of Texas.

(e) Notice to Counterparties. Contemporaneously with the execution and delivery of this Agreement, and as may at other times be requested by either of the parties hereto, Assignor and Assignee shall give written notice of this Agreement to the lessors, grantors or other counterparties to the Assigned Agreements, as required or appropriate thereunder.

(f) Further Assurances. Each of Assignor and Assignee agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to better consummate and carry out the intent of this Agreement and give effect hereto. Without limiting the generality of the foregoing, each party agrees, on the request of the other, to execute or re-execute, as the case may be, new or additional assignments or memorandums of assignment, in recordable form, with respect to the Assigned Agreements.

(g) Counterparts. This Agreement may be executed in any number of counterparts and by facsimile transmission, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.


(h) Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible (provided that the addition of such term does not materially and adversely change the fundamental purpose of this Agreement).

[Signature Pages Follow]

The parties hereto have executed this Agreement to be effective as of the Effective Date.

ASSIGNEE:

LA CHALUPA, LLC,
a Delaware limited liability company


By: 
Walter Hornaday, President

THE STATE OF TEXAS

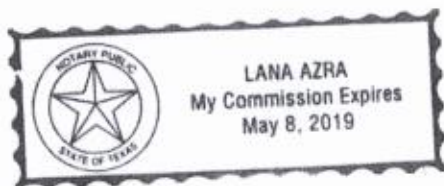
§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 14 day of SEPTEMBER 2018, by Walter Hornaday, President of La Chalupa, LLC, a Delaware limited liability company, on behalf of said company.



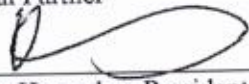
Notary Public, State of Texas



ASSIGNOR:

CIELO LAND AND CATTLE L.P.,
a Texas limited partnership

By: Cielo Wind Power L.L.C.,
a Texas limited liability company,
its sole General Partner

By: 
Walter Hornaday, President

STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 14 day of SEPTEMBER, 2018 by Walter Hornaday Cielo Wind Power L.L.C. a Texas limited liability company, Cielo Land and Cattle L.P.'s sole General Partner.


Notary Public, State of Texas

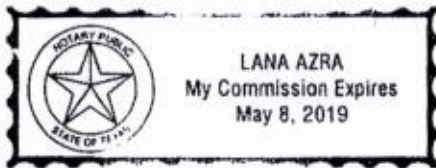


Exhibit A

ASSIGNED AGREEMENTS

1. Wind Energy Lease and Agreement dated August 13, 2018 by and between Santa Rosa De Anahuac, Inc., as Lessor, and Cielo Land and Cattle L.P., as Lessee, and a short form of which was recorded as Document #2018-33521 in the Cameron County Records, in Vol. 23684, Page 246.
2. Wind Energy Lease and Agreement dated August 7, 2018 by and between Enrique Rodriquez Jr. & Belinda L. Rodriguez, as Lessor, and Cielo Land and Cattle L.P., as Lessee, and a short form of which was recorded as Document #2018-32476 in the Cameron County Records, in Vol. 32668, Page 135.
3. Wind Energy Lease and Agreement dated August 22, 2018 by and between Wilfred Pawlik, Robert Pawlik and Will R. Pawlik, as Lessor, and Cielo Land and Cattle L.P., as Lessee, and a short form of which was recorded as Document #2018- _____ in the Cameron County Records, in Vol. _____, Page ____.
4. Wind Energy Lease and Agreement dated July 13, 2018 by and between Ovidio "Ovi" Atkinson and Otilia Atkinson, as Lessor, and Cielo Land and Cattle L.P., as Lessee, and a short form of which was recorded as Document #2018- _____ in the Cameron County Records, in Vol. _____, Page ____.
5. Wind Energy Lease and Agreement dated August 3, 2018 by and between Donald & Janice Waters, as Lessor, and Cielo Land and Cattle L.P., as Lessee, and a short form of which was recorded as Document #2018-32406 in the Cameron County Records, in Vol. 23667, Page 111.
6. Wind Energy Lease and Agreement dated August 8, 2018 by and between Juan J. Gracia & Guadalupe Gracia, as Lessor, and Cielo Land and Cattle L.P., as Lessee, and a short form of which was recorded as Document #2018- _____ in the Cameron County Records, in Vol. _____, Page ____.
7. Wind Energy Lease and Agreement dated May 7, 2018 by and between Buejac, LLC, as Lessor, and Cielo Land and Cattle L.P., as Lessee, and a short form of which was recorded as Document #2018-32380 in the Cameron County Records, in Vol.23666 Page 295.
8. Wind Energy Lease and Agreement dated August 15, 2018 by and between Buejac, LLC, as Lessor, and Cielo Land and Cattle L.P., as Lessee, and a short form of which was recorded as Document #2018-32381 in the Cameron County Records, in Vol. 23666, Page 303.

9. Wind Energy Lease and Agreement dated April 4, 2018 by and between Richard D. Wiltse & Sharon A. Wiltse, as Lessor, and Cielo Land and Cattle L.P., as Lessee, and a short form of which was recorded as Document #2018-_____ in the Cameron County Records, in Vol. _____, Page ____.
10. Wind Energy Lease and Agreement dated May 4, 2018 by and between Estate of Christine Sojak, as Lessor, and Cielo Land and Cattle L.P., as Lessee, and a short form of which was recorded as Document #2018-_____ in the Cameron County Records, in Vol. _____, Page ____.
11. Wind Energy Lease and Agreement dated August 6, 2018 by and between Robert C. & Tammy James Meier, as Lessor, and Cielo Land and Cattle L.P., as Lessee, and a short form of which was recorded as Document #2018-32378 in the Cameron County Records, in Vol. 23666, Page 283.
12. Wind Energy Lease and Agreement dated March 20, 2018 by and between Javier & Juana Galvan, as Lessor, and Cielo Land and Cattle L.P., as Lessee, and a short form of which was recorded as Document #2018-_____ in the Cameron County Records, in Vol. _____, Page ____.
13. Wind Energy Lease and Agreement dated February 28, 2018 by and between Cielo Land and Cattle, L.P., as Lessor, and Cielo Land and Cattle L.P., as Lessee, and a short form of which was recorded as Document #2018-_____ in the Cameron County Records, in Vol. _____, Page ____.
14. Wind Energy Lease and Agreement dated May 7, 2018 by and between Magdalena Juarez III, as Lessor, and Cielo Land and Cattle L.P., as Lessee, and a short form of which was recorded as Document #2018-32215 in the Cameron County Records, in Vol. 23663, Page 293.
15. Wind Energy Lease and Agreement dated May 21, 2018 by and between Maria Elena Mata & Luisa Cordero Maria, as Lessor, and Cielo Land and Cattle L.P., as Lessee, and a short form of which was recorded as Document #2018-32377 in the Cameron County Records, in Vol. 23666, Page 274
16. Wind Energy Lease and Agreement dated July 13, 2018 by and between T D Farms, as Lessor, and Cielo Land and Cattle L.P., as Lessee, and a short form of which was recorded as Document #2018-32214 in the Cameron County Records, in Vol. 23663, Page 284.
17. Wind Energy Lease and Agreement dated August 15, 2018 by and between Yevgeniy Timofeyevich Karpets, as Lessor, and Cielo Land and Cattle L.P., as Lessee, and a short form of which was recorded as Document #2018-32202 in the Cameron County Records, in Vol. 23663 Page 233

18. Wind Energy Lease and Agreement dated July 13, 2018 by and between Ovidio "Ovi" Atkinson & Arnulfo Atkinson, as Lessor, and Cielo Land and Cattle L.P., as Lessee, and a short form of which was recorded as Document #2018-32201 in the Cameron County Records, in Vol. 23663, Page 223.
19. Wind Energy Lease and Agreement dated August 27, 2018 by and between VF Investments, LP & Estela Vasquez, as Lessor, and Cielo Land and Cattle L.P., as Lessee, and a short form of which was recorded as Document #2018-32410 in the Cameron County Records, in Vol. 23667, Page 144.
20. Wind Energy Lease and Agreement dated August 31, 2018 by and between Norma Linda Alfaro, as Lessor, and Cielo Land and Cattle L.P., as Lessee, and a short form of which was recorded as Document #2018-32447 in the Cameron County Records, in Vol. 23668, Page 144.
21. Wind Energy Lease and Agreement dated August 31, 2018 by and between Hugo and Laura Ortega, as Lessor, and Cielo Land and Cattle L.P., as Lessee, and a short form of which was recorded as Document #2018-33514 in the Cameron County Records, in Vol. 23684, Page 192.
22. Wind Energy Lease and Agreement dated August 31, 2018 by and between Emilio V. Duenez, Lucelia C. Duenez, Gabriel Duenez and Lydia D. Ramos, as Lessor, and Cielo Land and Cattle L.P., as Lessee, and a short form of which was recorded as Document #2018-32478 in the Cameron County Records, in Vol. 23668, Page 152.
23. Wind Energy Lease and Agreement dated August 31, 2018 by and between Oziel Ochoa & Myra Ochoa, as Lessor, and Cielo Land and Cattle L.P., as Lessee, and a short form of which was recorded as Document #2018-33513 in the Cameron County Records, in Vol. 23684, Page 183.
24. Wind Energy Lease and Agreement September 1, 2018 by and between Jaime Wayland Waters and Brenda Elizabeth Waters, as Lessor, and Cielo Land and Cattle L.P., as Lessee, and a short form of which was recorded as Document #2018-33519 in the Cameron County Records, in Vol. 23684, Page 225.
25. Wind Energy Lease and Agreement September 7, 2018 by and between Sethy & Chantha Horth, as Lessor, and Cielo Land and Cattle L.P., as Lessee, and a short form of which was recorded as Document #2018-33515 in the Cameron County Records, in Vol. 23684, Page 202.
26. Wind Energy Lease and Agreement September 1, 2018 by and between Jamie Wayland Waters & Brenda Elizabeth Waters, as Lessor, and Cielo Land and Cattle L.P., as Lessee, and a short form of which was recorded as Document #2018-33520 in the Cameron County Records, in Vol.23684, Page 235.

27. Wind Energy Lease and Agreement July 13, 2018 by and between Mesquital Farms LLC, as Lessor, and Cielo Land and Cattle L.P., as Lessee, and a short form of which was recorded as Document #2018-33516 in the Cameron County Records, in Vol. 23684, Page 211.
28. Wind Energy Lease and Agreement September 12, 2018 by and between Yevgeniy Timofeyevich Karpets, as Lessor, and Cielo Land and Cattle L.P., as Lessee, and a short form of which was recorded as Document #2018-33512 in the Cameron County Records, in Vol. 23684, Page 175.
29. Wind Energy Lease and Agreement September 12, 2018 by and between Juanita Wick, as Lessor, and Cielo Land and Cattle L.P., as Lessee, and a short form of which was recorded as Document #2018-_____ in the Cameron County Records, in Vol. _____, Page _____.
30. Wind Energy Lease and Agreement September 12, 2018 by and between HERNANDEZ AURELIO & MARIA CARMELA, as Lessor, and Cielo Land and Cattle L.P., as Lessee, and a short form of which was recorded as Document #2018-_____ in the Cameron County Records, in Vol. _____, Page _____.
31. Wind Energy Lease and Agreement September 12, 2018 by and between MARTINEZ RAMIRO, as Lessor, and Cielo Land and Cattle L.P., as Lessee, and a short form of which was recorded as Document #2018-_____ in the Cameron County Records, in Vol. _____, Page _____.
32. Wind Energy Lease and Agreement September 12, 2018 by and between CANTU JORGE & CANTU IDELMA VIOLETA, as Lessor, and Cielo Land and Cattle L.P., as Lessee, and a short form of which was recorded as Document #2018-_____ in the Cameron County Records, in Vol. _____, Page _____.
33. Electric Transmission Easement Agreement dated effective as of August 13, 2018, by and between Elivaldo J. Sandoval Sr., as Grantor, and Cielo Land and Cattle L.P., as Grantee, which was recorded as Document #2018-_____ in the Cameron County Records, in Vol. _____, Page _____.
34. Electric Transmission Easement Agreement dated effective as of August 13, 2018, by and between T D Farms, as Grantor, and Cielo Land and Cattle L.P., as Grantee, which was recorded as Document #2018-_____ in the Cameron County Records, in Vol. _____, Page _____.
35. Electric Transmission Easement Agreement dated effective as of July 30, 2018, by and between Antonio Valladares & Belia T. Valladares, as Grantor, and Cielo Land and

Cattle L.P., as Grantee, which was recorded as Document #2018-_____ in the Cameron County Records, in Vol. _____, Page ____.

36. Electric Transmission Easement Agreement dated effective as of August 13, 2018, by and between Valeriana Flores, as Grantor, and Cielo Land and Cattle L.P., as Grantee, which was recorded as Document #2018-_____ in the Cameron County Records, in Vol. _____, Page ____.
37. Electric Transmission Easement Agreement dated effective as of August 13, 2018, by and between Dennis Urrea, as Grantor, and Cielo Land and Cattle L.P., as Grantee, which was recorded as Document #2018-_____ in the Cameron County Records, in Vol. _____, Page ____.
38. Electric Transmission Easement Agreement dated effective as of August 27, 2018, by and between Leonel S. Jimenez & Juanita Jimenez, as Grantor, and Cielo Land and Cattle L.P., as Grantee, which was recorded as Document #2018-_____ in the Cameron County Records, in Vol. _____, Page ____.
39. Electric Transmission Easement Agreement dated effective as of August 23, 2018, by and between Javier Esquivel., as Grantor, and Cielo Land and Cattle L.P., as Grantee, which was recorded as Document #2018-_____ in the Cameron County Records, in Vol. _____, Page ____.
40. Electric Transmission Easement Agreement dated effective as of September 12, 2018, by and between Jesus Alfaro Jr. and Diana A. Alfaro, as Grantor, and Cielo Land and Cattle L.P., as Grantee, which was recorded as Document #2018-_____ in the Cameron County Records, in Vol. _____, Page ____.
41. Electric Transmission Easement Agreement dated effective as of September 12, 2018, by and between David Saldivar and Elva C. Saldivar, as Grantor, and Cielo Land and Cattle L.P., as Grantee, which was recorded as Document #2018-_____ in the Cameron County Records, in Vol. _____, Page ____.

POSTED ON WEB
2019-10-25 11:50A.M.



FILED FOR RECORD
AT 11:42 O'CLOCK A M

OCT 25 2019

Sylvia Garza-Perez
CAMERON COUNTY CLERK
By [Signature] Deputy

Cameron County, Texas
Commissioner's Court
1100 E. Monroe Street
Brownsville, Texas 78520

Office (956) 544-0830 Fax (956) 544-0801

PUBLIC NOTICE OF INTENT TO CONSIDER A TAX ABATEMENT AGREEMENT AT THE NOVEMBER 26, 2019, COMMISSIONERS' COPURT REGULAR MEETING AT 9:00 A.M. IN THE COURTROOM ON THE 2ND FLOOR AT THE CAMERON COUNTY COURTHOUSE, OSCAR C. DANCY BUILDING, 1100 E. MONROE STREET, BROWNSVILLE, TEXAS, PURSUANT TO TEXAS TAX CODE SECTION 312.207 (c) & (d).

1. THE NAMES OF THE PROPERTY OWNER AND THE NAME OF THE APPLICANT FOR THE TAX ABATEMENT AGREEMENT IS: LA CHALUPA, LLC. A WHOLLY OWNED SUBSIDIARY OF ACCIONA ENERGY USA GLOBAL, LLC.
2. THE NAME AND LOCATION OF THE REINVESTMENT ZONE IN WHICH THE PROERTY SUBJECT TO THE AGREEMENT IS LOCATED: CAMERON COUNTY IS AN ENTERPRISE ZONE AND THE PROJECT SITE IS A 58 ACRES LOCATED IN TWO TRACTS BETWEEN THE FLORES ROAD AND FERNANDO-EAST AND ALEXANDER ROAD AND FM 544 WITHIN THE RIO HONDO I.S.D., PORT OF HARLINGEN, EMERGENCY SERVICES DISTRICT NBR. 1, DRAINAGE DISTRICT #3, AND SOUTH TEXAS I.S.D.
3. A GENERAL DESCRIPTION OF THE NATURE OF THE IMPROVEMENTS OR REPAIRS INCLUDED IN THE AGREEMENT IS: A WINDFARM PROJECT WITH AN ESTIMATED GENERATION CAPACITY OF 198.45 MW FACILITY COMPRISING 63 WIND TURBINES EACH 3.15 MW.
4. THE ESTIMATED COST OF THE IMPROVEMENTS OR REPAIRS IS ESTIMATED TO BE \$215 MILLION.

SIGNED THIS 25TH DAY OF OCTOBER, 2019


EDDIE TREVIÑO, JR.
COUNTY JUDGE

Questions regarding this notice should be directed to the County Judge's Staff at (956) 544-0830. Cameron County Courthouse Accessibility Statement. This meeting is accessible to disabled persons. There are six (6) parking spaces reserved for the disabled on Monroe Street at the front entrance of the 1912 Cameron County Courthouse, Oscar C. Dancy Building. The building is accessible through the front entrance handicapped ramps and elevators.

ASSIGNMENT AND ASSUMPTION AGREEMENT

Effective Date: 11/01/2018

Assignor: CIELO LAND AND CATTLE, LP, a Texas limited partnership

Assignee: LA CHALUPA, LLC, a Delaware limited liability company

Assigned Agreements: The agreements listed on Exhibit A attached hereto.

Background: Assignor desires to transfer all of its rights, title and interest in the Assigned Agreements by means of this *Assignment and Assumption Agreement* (this "*Agreement*"), and to be released from all of its obligations and liability under the Assigned Agreements.

Agreement: Now, therefore, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment.** As of the Effective Date, Assignor hereby SELLS, TRANSFERS, ASSIGNS, and CONVEYS to Assignee all of Assignor's rights, title, and interests in and to the Assigned Agreements.

2. **Assumption.** Assignee hereby PURCHASES and ACCEPTS all of Assignor's rights, title, and interests in and to the Assigned Agreements from Assignor. Assignee hereby assumes and agrees to discharge, in accordance with the terms thereof, all of Assignor's obligations with respect to the Assigned Agreements arising from and after the Effective Date in accordance with the terms thereof.

3. **Assignor's Representations and Warranties.** Assignor hereby represents and warrants the following:

(a) **Other Assignments.** Other than this Agreement, Assignor has not assigned or encumbered, nor suffered any assignment of or encumbrance against, any right, title or interest in or to the Assigned Agreements.

(b) **Undisclosed Modifications.** Except as set forth on Exhibit A, Assignor has not amended, supplemented, or otherwise modified (or joined in the amendment, supplement or modification of) the Assigned Agreements.

(c) **Lawsuits.** The Assigned Agreements are not the subject of any lawsuit of which Assignor has notice or actual knowledge, and, to Assignor's actual knowledge, no person has asserted any claim against any of the Assigned Agreements.

(d) **Authority.** Assignor has the full right, power and authority to assign its rights, title and interests in and to the Assigned Agreements and to enter into this Agreement.

(e) No Defaults: Full Force and Effect. The Assigned Agreements are valid and existing and in full force and effect, and (i) there are no defaults now existing under the Assigned Agreements caused by Assignor, and no event has occurred and no condition exists that, with the passage of time or the giving of notice, or both, would constitute such a default of the same by Assignor, and (ii) to the actual knowledge of Assignor, there are no defaults now existing under the Assigned Agreements caused by any other party thereto, and no event has occurred and no condition exists that, with the passage of time or the giving of notice, or both, would constitute such a default of the same by any such party.

"Knowledge", as it applies to Assignor, shall mean the knowledge, following due inquiry, of Walter Hornaday, which due inquiry shall be limited to such persons making reasonable inquiry of the actual knowledge, as of the date of the specific representation or warranty in question, of all current employees of the Assignor and its affiliates responsible for the Assigned Agreements.

EXCEPT AS EXPRESSLY PROVIDED ABOVE, ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE ASSIGNED AGREEMENTS OR THIS AGREEMENT, AND THIS AGREEMENT IS MADE "AS IS, WHERE IS, WITH ALL FAULTS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER SIMILAR WARRANTY ARISING UNDER STATUTORY OR COMMON LAW.

4. **Assignee Indemnification.** Assignee agrees to indemnify, defend, and hold harmless Assignor, and Assignor's successors, assigns, affiliates, partners, members, officers, directors, employees, attorneys, agents, and representatives of any kind (collectively, the "Related Parties," which term, where appropriate, shall be deemed to be incorporated into the definition of party(ies)), from any and all losses, costs, claims, demands, damages, actions, liabilities, attorneys' fees, and causes of action of whatever kind or character (whether past, present, or future, known or unknown, accrued or unaccrued, liquidated or unliquidated) (collectively, the "Claims") which arise out of or relate to Assignee's breach or failure to perform its obligations under the Assigned Agreements or this Agreement, to the extent such breach or failure occurred on or after the Effective Date; PROVIDED, THAT, ASSIGNEE SHALL OWE NO INDEMNITY FOR CLAIMS WHICH ARE CAUSED BY THE SOLE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ASSIGNOR.

5. **Assignor Indemnification.** Assignor agrees to indemnify, defend, and hold harmless Assignee and Assignee's Related Parties from any and all Claims which arise out of or relate to Assignor's breach or failure to perform its obligations under the Assigned Agreements or this Agreement, to the extent such breach or failure occurred before the Effective Date; PROVIDED, THAT, ASSIGNOR SHALL OWE NO INDEMNITY FOR CLAIMS WHICH ARE CAUSED BY THE SOLE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ASSIGNEE.

6. **Memorandum.** Either Assignor or Assignee may record this Agreement in the Official Public Records of Cameron County, Texas.

7. **General Provisions.**

(a) Entire Agreement. This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof, and there have been and are no covenants, agreements, representations, or warranties between the parties with respect to that subject matter other than those set forth in this Agreement.

(b) Attorneys' Fees. If a party institutes an action or proceeding at law or in equity to enforce any provision of this Agreement or to protect or establish any right or remedy of any party under this Agreement, then the non-prevailing party to that action shall pay to the prevailing party all actual reasonable costs and expenses (including actual reasonable attorneys' and expert fees) that the prevailing party incurred as a result of the action or proceeding.

(c) Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties and their respective permitted successors and assigns.

(d) Governing Law. This Agreement shall be construed under and be governed by the laws of the State of Texas, without regard to the conflicts of laws provisions, and all obligations of the parties created under this Agreement shall be performed in the State of Texas.

(e) Notice to Counterparties. Contemporaneously with the execution and delivery of this Agreement, and as may at other times be requested by either of the parties hereto, Assignor and Assignee shall give written notice of this Agreement to the lessors, grantors or other counterparties to the Assigned Agreements, as required or appropriate thereunder.

(f) Further Assurances. Each of Assignor and Assignee agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to better consummate and carry out the intent of this Agreement and give effect hereto. Without limiting the generality of the foregoing, each party agrees, on the request of the other, to execute or re-execute, as the case may be, new or additional assignments or memorandums of assignment, in recordable form, with respect to the Assigned Agreements.

(g) Counterparts. This Agreement may be executed in any number of counterparts and by facsimile transmission, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

(h) Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added

automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible (provided that the addition of such term does not materially and adversely change the fundamental purpose of this Agreement).

[Signature Pages Follow]

The parties hereto have executed this Agreement to be effective as of the Effective Date.

ASSIGNEE:

LA CHALUPA, LLC,
a Delaware limited liability company

By: 

Name: Rafael Esteban Fernández de Córdoba

Title: Authorized Signatory

By: 

Name: Basilio Guerrero Iñigo

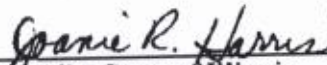
Title: Authorized Signatory

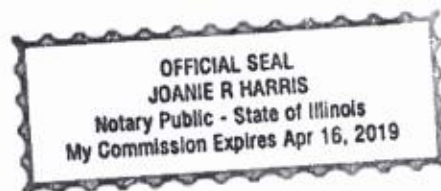
THE STATE OF ILLINOIS

COUNTY OF COOK

§
§
§

This instrument was acknowledged before me on the 5th day of December, by Rafael Esteban Fernández de Córdoba, as Authorized Signatory of La Chalupa, LLC, a Delaware limited liability company, on behalf of said company.


Notary Public, State of Illinois

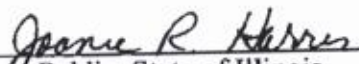


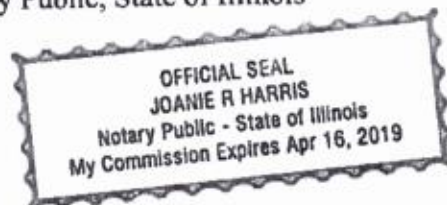
THE STATE OF ILLINOIS

COUNTY OF COOK

§
§
§

This instrument was acknowledged before me on the 5th day of December, by Basilio Guerrero Iñigo, as Authorized Signatory of La Chalupa, LLC, a Delaware limited liability company, on behalf of said company.


Notary Public, State of Illinois



ASSIGNOR:

CIELO LAND AND CATTLE L.P.,
a Texas limited partnership

By: **Cielo Wind Power L.L.C.,**
a Texas limited liability company,
its sole General Partner

By: 
Walter Hornaday, President

THE STATE OF TEXAS

COUNTY OF TRAVIS

§
§
§

This instrument was acknowledged before me on the 1 day of
NOVEMBER by Walter Hornaday Cielo Wind Power L.L.C. a Texas
limited liability company, Cielo Land and Cattle L.P.'s sole General Partner.

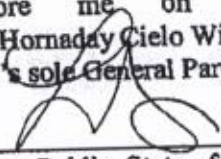

Notary Public, State of Texas



Exhibit A

ASSIGNED AGREEMENTS

1. Electric Transmission Easement Agreement dated effective as of October 22, 2018, by and between V F Investments, L.P, as Grantor, and Cielo Land and Cattle L.P., as Grantee, which was recorded as Document #2018-41063 in the Cameron County Records, in Vol. 23811, Page 220.
2. Electric Transmission Easement Agreement dated effective as of October 2, 2018, by and between Levi W. Heath and Judy D. Heath, as Grantor, and Cielo Land and Cattle L.P., as Grantee, which was recorded as Document #2018-40223 in the Cameron County Records, in Vol. 23798, Page 152.
3. Electric Transmission Easement Agreement dated effective as of October 15, 2018, by and between Albert M. Hervey, Jr., as Grantor, and Cielo Land and Cattle L.P., as Grantee, which was recorded as Document #2018-40758 in the Cameron County Records, in Vol. 23806, Page 135.
4. Electric Transmission Easement Agreement dated effective as of October 10, 2018, by and between Michael E. Leal and Rachael J. Leal, as Grantor, and Cielo Land and Cattle L.P., as Grantee, which was recorded as Document #2018-37368 in the Cameron County Records, in Vol. 23748, Page 234.
5. Electric Transmission Easement Agreement dated effective as of September 24, 2018, by and between Ciro M. Garza, Jr., as Grantor, and Cielo Land and Cattle L.P., as Grantee, which was recorded as Document #2018-37375 in the Cameron County Records, in Vol. 23748, Page 289.
6. Electric Transmission Easement Agreement dated effective as of September 24, 2018, by and between Jose G. Galvan, as Grantor, and Cielo Land and Cattle L.P., as Grantee, which was recorded as Document #2018-40151 in the Cameron County Records, in Vol. 23797, Page 63.
7. Electric Transmission Easement Agreement dated effective as of October 10, 2018, by and between Pedro Alaniz, as Grantor, and Cielo Land and Cattle L.P., as Grantee, which was recorded as Document #2018-37377 in the Cameron County Records, in Vol. 23749, Page 1.
8. Electric Transmission Easement Agreement dated effective as of September 24, 2018, by and between Jose A. Meza, as Grantor, and Cielo Land and Cattle L.P., as Grantee, which was recorded as Document #2018-37378 in the Cameron County Records, in Vol. 23749, Page 12.
9. Wind Energy Lease and Agreement dated October 2, 2018 by and between Levi Heath & Judy D. Heath, as Lessor, and Cielo Land and Cattle L.P., as Lessee, and a

short form of which was recorded as Document No. 2018-39510 in the Cameron County Records, in Vol. 23786, Pg. 125.

10. Wind Energy Lease and Agreement dated October 24, 2018 by and between Robert Glen Atkinson, as Lessor, and Cielo Land and Cattle L.P., as Lessee, and a short form of which was recorded as Document No. 2018-39509 in the Cameron County Records, in Vol. 23786, Pg. 116.

11. Wind Energy Lease and Agreement dated September 11, 2018 by and between Jose Marquez, as Lessor, and Cielo Land and Cattle L.P., as Lessee, and a short form of which was recorded as Document No. 2018-39466 in the Cameron County Records, in Vol. 23785, Pg. 150.