

CAMERON COUNTY, TEXAS
CHAPTER 312, TAX CODE TAX ABATEMENT
AGREEMENT WITH
PALMAS WIND, LLC

THIS TAX ABATEMENT AGREEMENT ("Agreement"), dated this 16th day of April, 2019 is entered into by and between PALMAS WIND, 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. 2016R12073 governing Chapter 312 tax abatement agreements and Chapter 381 economic development grant programs within the County on December 13, 2016, and amended by Resolution No. 2017R09073 adopted on September 5, 2017 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 an approximately 144 to 146 megawatt wind generating facility 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, a substantial 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; 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 5,230.13 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 (3) years 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 January 1 following the first full Operational Year. The tax abatement granted herein shall continue for the duration of the Incentive Period and expire at the end 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 April 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 \$150,000 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 receipted 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:

Palmas Wind, LLC
Attn: Rafael Esteban Fernandez de Cordoba, CEO
55 E. Monroe Street, Suite 1925, Chicago IL 60603
(312) 673-3000
r.esteban@acciona.com

With a copy to:

Acciona Energy USA Global LLC
Attn: General Counsel
55 E. Monroe Street, Suite 1925, Chicago IL 60603
(312) 673-3000
jtaylor@acciona.com

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 construed 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

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 September 11, 2018 (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

Palmas Wind, LLC


Eddie Trevino, Jr., County Judge

Attested By:


Sylvia Garza-Perez, County Clerk

By:

Name: Rafael Esteban Fernández de Córdoba

Title: Authorized Signatory

By:

Name: Basilio Guerrero Iñigo

Title: Authorized Signatory



Exhibit 1

PART A

DESCRIPTION OF REAL PROPERTY UNDER LEASE

METES AND BOUNDS DESCRIPTION

Lease 1: Terry 2005 Family Partnership, Ltd.

A 2207.16 acre (2214.66 acre tract save and except 5.00 acres from Tract 7 and 2.5 acres from Tract 7) tract of land, out of the Monte Grande Subdivision Unit No. 1, according to the recorded map of said subdivision recorded in Volume 9, Page 2 of the Map Records out of Cameron County, Texas, and in unsubdivided portions of Shares 8 and 12 of the Espiritu Santo Grant, in Cameron County, Texas; said 2209.66 acre tract being that portion of land described in Deed dated July 7, 1977, and recorded in Volume 1089, Pages 441-447, of the Deed Records of Cameron County, Texas; lying south and east of the existing southern right of way line of Texas State Highway F.M. No. 2925, and said 2207.16 acre tract of land being described by metes and bounds as follows:

BEGINNING at the intersection of the existing southern right of way line of Texas State Highway F.M. No. 2925 and the east line of Share 12, Espiritu Santo Grant and being the northeast corner of this tract of land;

THENCE South 05° 45' 43" West, along said east line of Share 12, Espiritu Santo Grant 5260.88 feet, to a point;

THENCE South 05° 44' 43" West, continuing along the east line of said Share 12, 9216.24 feet, to a point at the approximate easterly extension of the centerline of a drainage canal running easterly from the west line of Share 12 near the northeast corner of Block 40, said point found for the southeast corner of this tract of land;

THENCE North 83° 39' 00" West, along said easterly extension of a drainage canal centerline and being the south line of this tract of land, 4221.92 feet, to a point in the west line of Share 12, also being the east line of said Monte Grande Subdivision No. 1, to a point;

THENCE North 06° 14' 10" East, along said west line of Share 12, and east line of Monte Grande Subdivision No. 1, and also the centerline of Olmito North Road, 45.86 feet, to a point found for the northeast corner of Block 40, said Monte Grande Subdivision No. 1;

THENCE North 06° 14' 06" East, continuing along the west line of Share 12, and said east line of Monte Grande Subdivision No. 1, 2640.09 feet, to a point found for the southeast corner of Block 11 and northeast corner of Block 12, Monte Grande Subdivision No. 1;

THENCE North 83° 45' 54" West, along the south line of said Block 11, 1030.06 feet, to a point in the east line of Share 8, Espiritu Santo Grant, said point found for the southwest corner of said Block 11 and being the northwest corner of Block 12;

THENCE South $06^{\circ} 48' 06''$ West, along the west line of Monte Grande Subdivision No. 1 and said east line of Share 8, Espiritu Santo Grant, 2305.66 feet, to an interior corner of Block 13, said Monte Grande Subdivision No. 1;

THENCE North $83^{\circ} 37' 25''$ West, along the south line of said Share 8, 42.01 feet, to a point found for the northeast corner of Block 14, Monte Grande Subdivision No. 1

THENCE South $06^{\circ} 14' 44''$ West, along the east line of said Block 14, 334.39 feet, to the southeast corner of Block 14 and the centerline of a 40.00 foot wide road;

THENCE North $83^{\circ} 45' 16''$ West, along the south line of Blocks 14 and 15, and along said centerline, 2000.24 feet, to a point found for the southwest corner of said Block 15 and southeast corner of Block 16;

THENCE North $83^{\circ} 44' 20''$ West, continuing along said centerline and the south line of said Block 16, 465.01 feet, to a point found for the southwest corner of this tract of land;

THENCE North $06^{\circ} 14' 44''$ East, 340.42 feet, to a point in the north line of said Block 16;

THENCE South $83^{\circ} 36' 41''$ East, along the north line of said Blocks 16 and 15, Monte Grande Subdivision No. 1, 567.62 feet, to a point;

THENCE North $07^{\circ} 13' 49''$ East, 5841.01 feet, to a point in the existing southeasterly right of way line of Texas State Highway F.M. 2925;

THENCE along the southeasterly, easterly, northeasterly and southerly right of way line of said Texas State Highway F.M. 2925 with the following courses:

THENCE North $38^{\circ} 59' 13''$ East, along the said southeasterly right of way line, 1920.02 feet, to the beginning of a curve to the left whose radius bears North $51^{\circ} 00' 47''$ West, a distance of 1492.39 feet;

THENCE northerly and northwesterly, along said curve to the left, 2259.96 feet, to a point;

THENCE North $47^{\circ} 46' 37''$ West, tangent to the last described curve, 433.44 feet, to the beginning of a curve to the right whose radius bears North $42^{\circ} 13' 23''$ East, a distance of 1849.86 feet;

THENCE northerly, along said curve to the right, 1070.90 feet, to a point;

THENCE North $14^{\circ} 36' 29''$ West, tangent to the last described curve, 383.44 feet, to the beginning of a curve to the right whose radius bears North $75^{\circ} 23' 31''$ East, a distance of 1372.39 feet;

THENCE northerly and northeasterly, along said curve to the right, 1801.32 feet, to a point;

THENCE North $60^{\circ} 35' 41''$ East, tangent to the last described curve, 1384.93 feet, to the beginning of a curve to the right whose radius bears South $29^{\circ} 24' 19''$ East, a distance of 2804.79 feet;

THENCE northeasterly, along said curve to the right, 784.10 feet, to a point;

THENCE North $76^{\circ} 36' 44''$ East, tangent to the last described curve, 1031.64 feet, to the beginning of a right of way site triangle;

THENCE South 48° 34' 54" East, 57.38 feet, to the intersection with the westerly right of way line of an eighty-foot wide county road known as Olmito North Road;

THENCE leaving said southern right of way line of Texas State Highway F.M. 2925, North 05° 54' 18" East, and along said westerly right of way line of Olmito North Road, 202.93 feet, to a point;

THENCE North 76° 40' 41" East, 84.98 feet, to the intersection of the easterly right of way line of said eighty-foot wide county road known as Olmito North Road;

THENCE South 05° 55' 38" West, along said easterly right of way line, 203.27 feet, to the beginning of a right of way site triangle and being in said southern right of way of Texas State Highway F.M. 2925;

THENCE along the southeasterly and southerly right of way line of said Texas State Highway F.M. 2925 with the following courses:

THENCE North 41° 25' 06" East, along said southeasterly right of way line and said sight triangle 82.05 feet, to a point;

THENCE North 76° 36' 44" East, along said southerly right of way line, 250.09 feet, to the beginning of a curve to the right whose radius bears South 13°23'16" East, a distance of 2804.79 feet;

THENCE easterly, along said curve to the right, 477.39 feet, to a point;

THENCE North 86° 21' 51" East, tangent to the last described curve, 672.03 feet, to the beginning of a curve to the right whose radius bears South 03°38'09" East, a distance of 2804.79 feet;

THENCE easterly, along said curve to the right, 685.42 feet, to a point;

THENCE South 79° 38' 03" East, tangent to the last described curve, 1094.39 feet, to the beginning of a curve to the right whose radius bears South 10°21'57" West, a distance of 1849.86 feet;

THENCE southeasterly, along said curve to the right, 937.51 feet, to the POINT OF BEGINNING.

SAVE AND EXCEPT a 5.00 acre tract of land out of Block 7, Monte Grande Subdivision No. 1, and being described by metes and bounds as follows:

BEGINNING at a point found for the southeast corner of Block 7, Monte Grande Subdivision No. 1

THENCE North 06° 14' 06" East, along the east line of said Block 7 and along the centerline of an eighty-foot wide right of way for Olmito Road North, 223.00 feet, to the northeast corner of said 5.00 acre tract;

THENCE North 83° 45' 54" West, along a line parallel with the south line of said Block 7, 975.63 feet, to a point in the west line of Block 7 and being the northwest corner of this tract of land;

THENCE South 06° 48' 08" West, along said west line of Block 7, 223.01 feet, to the southwest corner of Block 7 and the southwest corner of this tract of land;

THENCE South 83° 45' 54" East, along said south line of Block 7, 977.84 feet, to the POINT OF BEGINNING.

AND

SAVE AND EXCEPT a 2.50 acre tract of land out of Block 7, Monte Grande Subdivision No. 1, and being described by metes and bounds as follows:

COMMENCING at a point found for the southeast corner of Block 7, Monte Grande Subdivision No. 1

THENCE North 06° 14' 06" East, along the east line of said Block 7 and along the centerline of an eighty-foot wide right of way for Olmito Road North, 779.33 feet, to the POINT OF BEGINNING and southeast corner of said 2.50 acre tract of land;

THENCE continuing North 06° 14' 06" East, along said east line of said Block 7 and along said centerline 112.25 feet, to the northeast corner of said 2.50 acre tract of land;

THENCE North 83° 45' 54" West, along a line parallel with the south line of said Block 7, 969.01 feet, to a point in the west line of Block 7 and being the northwest corner of this tract of land;

THENCE South 06° 48' 08" West, along said west line of Block 7, 112.26 feet, to the southwest corner of this tract of land;

THENCE South 83° 45' 54" East, 970.12 feet, to the POINT OF BEGINNING.

Lease 2: Yountville Holdings, LLC

A 3020.06 acre tract of land out of Share 22, ESPIRITU SANTO GRANT, Cameron County, Texas; said 3020.06 acre tract of land being described by metes and bounds as follows:

COMMENCING at a ½" rebar pin found at the intersection of the existing southerly right of way line of Texas State Highway F.M. No. 2925 and the west line of Share 22, also being the east line of Share 12, Espiritu Santo Grant;

THENCE South 05° 45' 43" West, along said west line of Share 22, Espiritu Santo Grant 5260.88 feet, to a ½" rebar pin found for the southwest corner of the LA COYOTA RANCH SUBDIVISION as recorded in Volume 19, Page 2 of the Map of Records of Cameron County, Texas and being the POINT OF BEGINNING and also being the most west northwest corner of this tract of land;

THENCE South 05° 44' 33" West, continuing along said west line of Share 22, Espiritu Santo Grant, 9216.24 feet, to a point;

THENCE South 05° 42' 47" West, continuing along said west line of Share 22, 5601.86 feet, to the southwest corner of this tract of land;

THENCE North 74° 31' 19" East, 2300.00 feet, to a point;

THENCE North 59° 05' 13" East, 251.00 feet, to a point;

THENCE North 43° 37' 13" East, 251.00 feet, to a point;

THENCE North 11° 59' 13" East, 404.00 feet, to a ½" rebar pin for an inside corner of this tract of land;

THENCE South 86° 02' 47" East, 6374.17 feet, to a point in the east line of said Share 22, the west line of Share 19, and the centerline of F.M. 1847 and also being the southeast corner of this tract of land;

THENCE North 03° 57' 13" East, along said east line of Share 22 and said centerline, 3835.12 feet, to a point;

THENCE North 03° 59' 01" East, continuing along the east line of Share 22 and said centerline, 10,639.32 feet, to a point;

THENCE North 54° 27' 35" West, 1239.24 feet, to a ½" rebar pin found in said southerly right of way line of Texas State Highway F.M. No. 2925, said point being in a curve to the right, whose radius bears North 11° 39' 42" West, 2886.15 feet, the chord of said curve bears South 84° 57' 57" West;

THENCE southwesterly along said curve and southerly right of way line, 667.69 feet, to a point;

THENCE North 88° 27' 09" West, tangent to the last described curve and along said right of way line, 1694.39 feet, to the beginning of a curve to the right whose radius bears North 01° 32' 51" East, 1970.63 feet, to a point;

THENCE northwesterly along said curve and southwesterly right of way line, 1509.63 feet, to a point;

THENCE North 44° 33' 37" West, tangent to the last described curve and along said southwesterly right of way line, 2024.91 feet, to a point in the east line of LA COYOTA RANCH SUBDIVISION;

THENCE South 05° 47' 44" West, along said east line of LA COYOTA RANCH SUBDIVISION, 3247.03 feet, to the southeast corner of said LA COYOTA RANCH SUBDIVISION;

THENCE North 84° 12' 16" West, along a south line of LA COYOTA RANCH SUBDIVISION, 1792.03 feet, for an inside corner of this tract of land;

THENCE South 05° 47' 44" West, 295.20 feet, to a capped rebar pipe, for an inside corner of this tract of land;

THENCE North 84° 12' 16" West, 295.20 feet, to the POINT OF BEGINNING.

Lease 3: Elliott Roberts Ranches, Inc.

A 1055.27 acre tract of land out of Share 12, ESPIRITU SANTO GRANT, Cameron County, Texas, commonly known as Arroyo Gardens Unit No. 3 Subdivision, lying north of the Fernando East Road and south of a line described in Parcel 3 of Deed from Elliott Roberts Ranches, Inc., to Hugh Terry and Jerry Funk recorded in Volume 1089, Page 441, Deed

Records of Cameron County, Texas, said **1055.27** acre tract of land being described by metes and bounds as follows:

COMMENCING at a ½" rebar pin found at the intersection of the existing southerly right of way line of Texas State Highway F.M. No. 2925 and the east line of Share 12, also being the west line of Share 22, Espiritu Santo Grant;

THENCE South 05° 45' 43" West, along said east line of Share 12, Espiritu Santo Grant 5260.88 feet, to a ½" rebar pin found for the southwest corner of the LA COYOTA RANCH SUBDIVISION as recorded in Volume 19, Page 2 of the Map of Records of Cameron County, Texas;

THENCE South 05° 44' 33" West, continuing along said east line of Share 12, Espiritu Santo Grant, 9216.24 feet, to the POINT OF BEGINNING and the northeast corner of this tract of land;

THENCE South 05° 42' 47" West, continuing along said east line of Share 12, 10,827.97 feet, to a point in the centerline of an eighty-foot wide right of way for Fernando East Road and the southeast corner of this tract of land;

THENCE North 81° 56' 31" West, along said centerline and south line of this tract of land, 4322.74 feet, to a point in the west line of said Share 12, east line of Share 15 and the centerline of an eighty-foot wide right of way for Olmito North Road and the southwest corner of this tract of land;

THENCE North 06° 14' 06" East, along said west line of Share 12 and said centerline, 10,698.47 feet, to the approximate centerline of a drainage canal running easterly from the west line of said Share 12 and the northwest corner of this tract of land;

THENCE South 83° 39' 00" East, along said drainage canal centerline and its easterly extension thereof, 4221.92 feet, to the POINT OF BEGINNING.

PART B

**Site Plan
{SITE MAP}**

Qualified Investment and Qualified Property Map



Palmas Altas Wind Project

Qualified Investment and Property Map

- Palmas Altas Layout - 144.9 MW
- Palmas Altas - Project Boundary
- Cameron County ISDs
- County Boundaries
- World Street Map

Map Notes

Author - AEUG

Date - Jan 3, 2018



0.38 0.7 1.4 2.1 2.8 Miles

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, OpenStreetMap contributors, and the GIS User Community

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					\$50,000,000			
2					\$50,000,000			
3					\$50,000,000			
4					\$50,000,000			
5					\$50,000,000			
6					\$50,000,000			
7					\$50,000,000			
8					\$50,000,000			
9					\$50,000,000			
10					\$50,000,000			

Exhibit 3

Road Use Agreement

ROAD USE AGREEMENT

This **ROAD USE AGREEMENT** (this "Agreement") is made and entered into this 11th day of September, 2018 by and between Cameron County, a Texas County (the "County"), and Palmas Wind, LLC, a Delaware limited liability company ("Developer"). Developer and the County are sometimes referred to herein individually as a "Party" and collectively as the "Parties." The term "Developer's Representative(s)" shall include the Developer's contractors, subcontractors, agents, employees, suppliers and designees.

WITNESSETH:

WHEREAS, Developer intends to develop a wind-powered electric energy generating facility (the "Project") in the County; and

WHEREAS, Developer has provided to County a preliminary site layout plan for the Project that shows the turbine sites, the access road entrances, the underground collection system and the substation site, the locations of which may change in the sole discretion of the Developer, a copy of which is attached as **Exhibit "A"** hereto (the "Plan"); and

WHEREAS, in connection with the construction, operation and maintenance of the Project, the Parties desire to address certain issues relating to Developer's proposed use of roads within the County operated and/or maintained by and/or dedicated to the County, including the rights of way therefor (collectively, the "County Roads"); and

WHEREAS, by the ownership, operation, maintenance and/or dedication of the County Roads by or in favor of the County, the Commissioners Court of Cameron County, Texas has the authority on behalf of the County to permit Developer's activities on the County Roads, as herein described; and

WHEREAS, Developer and the County wish to set forth their understanding and agreement as to the road issues relating to the construction and operation of the Project.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the parties, intending to be legally bound, agree as follows:

Section 1. Road Use; Repair and Improvements.

(a) Authorization to Use County Roads. Developer and its successors and assigns, during the planning and construction phases of the Project and thereafter during the operation phase of the Project until the Project is completely abandoned, shall have permission to use:

(i) those certain County Roads identified on the Plan (specifically, Olmito North Road and Fernando East Road), including the rights of way therefor (the "Impacted Roads"), for access to the Project, egress from the Project, and the installation, maintenance, repair and operation of Project facilities, including but not limited to the Project

facilities depicted on the Plan, including crossings of the said Impacted Roads with Project transmission lines and collection lines connecting the Project to the electrical power grid system and including the crane walk of Olmito North Road and the ability to trench across Olmito North Road.

Developer may, in any case, make minor deviations and adjustments to the final siting of Project facilities as reasonably necessitated by concealed conditions or other construction or engineering considerations or requirements. The permission granted in this Section 1(a) includes an authorization to upgrade such roads and/or to install curb cuts and/or turn radii where necessary and conduct geotechnical and other preliminary construction analysis of such roads. Notwithstanding the foregoing, Developer shall not permit the encroachment of the Project's wind energy generating turbines, including the aerial overhang from such turbines, into the rights of way of any Impacted Roads which are as of the date of this Agreement open for vehicular traffic by the public, nor shall any other encroachment be permitted under this Section 1(a) that unreasonably interferes with vehicular traffic upon the Impacted Roads.

(b) Temporary Road Improvements. The Parties acknowledge and agree that Developer shall have the right on Impacted Roads: (i) to make temporary modifications to Impacted Roads as needed for the Project, such as the widening and reinforcement of roadways and road shoulders, and modification to culverts, bridges, driveways and other similar or related fixtures; and (ii) to construct temporary roads and driveways (including, but not limited to certain culverts, bridges, road shoulders and other similar or related fixtures) to permit materials and equipment to pass (the "Temporary Road Improvements"). Developer shall notify the County of any Temporary Improvements prior to commencement of construction of the Temporary Improvements.

(c) Permanent Road Improvements. If Developer elects to proceed with the Project, then, with Commissioners Court's prior approval, Developer has permission to design, engineer, permit and construct all road upgrades and/or improvements generally described in Exhibit "B" attached hereto (the "Permanent Road Improvements"), and in accordance with the stamped engineering drawing which is attached as Exhibit "C" (the "Engineering Drawing"). Developer shall have any and all designs for Permanent Road Improvements approved by the County Engineer and shall notify the County at least ten (10) days prior to commencement of construction of the Permanent Road Improvements. The cost of the Permanent Road Improvements will be paid by Developer. Developer shall provide to County the as-built engineering drawings of all Permanent Road Improvements within sixty (60) days of completion of construction of the Project. After Permanent Road Improvements have been installed and the construction of the Project is complete, Developer shall, on a one-time basis, restore the Permanent Road Improvements to their condition as originally improved by Developer pursuant to this Section; provided that if anyone other than Developer or its subcontractors causes damage to the Permanent Road Improvements, Developer shall not be responsible for the restoration of any such damage. After Permanent Road Improvements have been installed, County shall incorporate the Permanent Road Improvements in any future road improvement, new road construction, or road removal plans that may affect travel within the boundaries of the Project as not to restrict, prevent, or otherwise infringe upon the Developer's ability to travel throughout the Project.

(d) Project Traffic; Repairs. The Parties recognize that traffic related to the Project may use County Roads other than the Impacted Roads. In the event Developer or Developer Representatives travel over a County Road, without a permit, with a load exceeding the weight limits in effect on the date hereof, and such travel damages such County Road, Developer shall promptly notify the County to request inspection by the County. The County agrees to inspect the damaged County Road within 5 business days of such notification. Within fifteen business days of inspection of the damaged County Road, the County will provide Developer with a written damage assessment and cost estimate. Developer agrees to reimburse the County for repair of damages that the Parties agree was actually caused by such travel; provided that the costs and expenses associated with the labor and materials that the County uses to perform such repair are substantially consistent with market costs in the County for such labor and materials; and provided further that Developer will only be responsible for costs and expenses relating to repairing such County Roads in a condition substantially similar to their condition immediately prior to such damage. The County shall provide Developer with invoices for all labor and material costs for repairs due to incidental use as described in this Section 1(d).

(e) Maintenance of the Impacted Roads. The Parties acknowledge and agree that Developer shall have no obligation to upgrade, maintain or repair the Impacted Roads except for (i) activities associated with Permanent Road Improvements set forth under Section 1(c) or (ii) damage caused to any Impacted Roads by Developer, in which instance, Developer shall repair such Impacted Roads to a state that is equal to or better than the original condition of such Impacted Road prior to its use by Developer.

(f) Dust Suppression. The Parties acknowledge and agree that Developer shall have the right on Impacted Roads to utilize either water or magnesium chloride, at Developer's election, for dust suppression on such Impacted Roads.

(g) Further Authorization. The County acknowledges that from time to time during the development of the Project, Developer's transportation plans may change and travel over County Roads with loads exceeding the weight limit set by the County may be required. The County agrees that in such event, it shall not unreasonably deny any permit application filed by Developer in connection with such travel. To the extent any additional permit is required on a County Road that is not already an Impacted Road hereunder, and the County grants such permit over such County Road, this Agreement shall automatically be amended to include such County Road as an Impacted Road hereunder.

Section 2. Limitations of Liability. In no event shall Developer or Developer's Representatives or any of their respective members, officers, directors or employees or the County or any of its elected or appointed officials, officers or employees be liable (in contract or in tort, involving negligence, strict liability, or otherwise) to the other party or their contractors, suppliers, employees, members and shareholders for indirect, incidental, consequential or punitive damages resulting from the performance, non-performance or delay in performance under this Agreement.

Section 3. Miscellaneous.

(a) Road Documentation Disputes. The County and the Developer shall have the right, but not the obligation, to photograph or otherwise, document the condition of the Impacted Roads, as well as any other County Roads prior to commencement of construction of the Project and following completion of construction of the Project. In the event there is a dispute with respect to the amount of damage to the Impacted Roads and/or other County Roads resulting from construction of the Project, the Parties will first look to such photographs or other documentation if it exists. If the Parties are unable to resolve such dispute by looking at such photos or other documentation, or if such photos or other documentation do not exist, the Parties will conduct an on-site inspection with a professional engineer reasonably acceptable to the Parties, who is registered as a professional engineer in the State of Texas and knowledgeable and experienced in county road design and maintenance, to determine the amount of damage to the Impacted Roads and/or the other County Roads, if any, that was caused by construction of the Project.

(b) Remedies and Enforcement. Each of the parties hereto covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any party (the "Defaulting Party"), which default is not caused by the party seeking to enforce said provisions (the "Non-Defaulting Party") and after notice and a 30-day cure period has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall have the right of specific performance, mandamus and/or injunctive relief. The foregoing shall be the exclusive remedies available for the enforcement of this Agreement.

(c) Due Authorization. Developer hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of Developer. The County hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of the County.

(d) Severability. If any provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.

(e) Amendments. No amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by the Party against whom enforcement is sought.

(f) Notices. All notice shall be in writing and sent (including via facsimile transmission) to the parties hereto at their respective addresses or fax numbers (or to such other address or fax number as any such party shall designate in writing to the other parties from time to time).

estoppel certificates (certifying as to such matters as may reasonably be requested, including, without limitation, that this Agreement is unmodified and in full force and effect (or modified and stating the modifications) and that there are no defaults existing (or that defaults exist and stating the nature of such defaults)) and/or consents to assignment (whether or not such consent is actually required).

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy shall be as effective as delivery of a manually signed counterpart to this Agreement.

(j) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Texas, irrespective of any conflict of laws provisions.

(k) Zoning and Permitting Acknowledgement. County acknowledges that building permits for the Project's wind turbines, substation and operations and maintenance building will be required to be obtained from County by Developer for the Project. In addition, County rules or orders will require Developer to receive a site development and utility permit. Other than as set forth in this Section 3(k), there are no County rules or ordinances that would require Developer to seek zoning approval, a permit, or an authorization for the construction and operation of a wind energy project and there are no County rules or ordinances regarding decommissioning, safety buffer zones, set back requirements, noise restrictions, shade, flicker, shadow or visibility restrictions, or other zoning rules or regulations affecting the proposed construction and operation of Project improvements.

(l) Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, assignees and legal representatives.

[Signature page immediately follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

DEVELOPER:

PALMAS WIND, LLC, a Delaware limited liability company

By: _____

Name: Rafael Esteban Fernández de Córdoba

Its: Authorized Signatory

By: _____

Name: Basilio Guerrero Iñigo

Its: Authorized Signatory

COUNTY:

CAMERON COUNTY:

By: _____

Name: Eddie Treviño, Jr.

Its: Authorized Signatory

EXHIBIT "A"
(The "Plan" and "Impacted Roads")

See Attached.

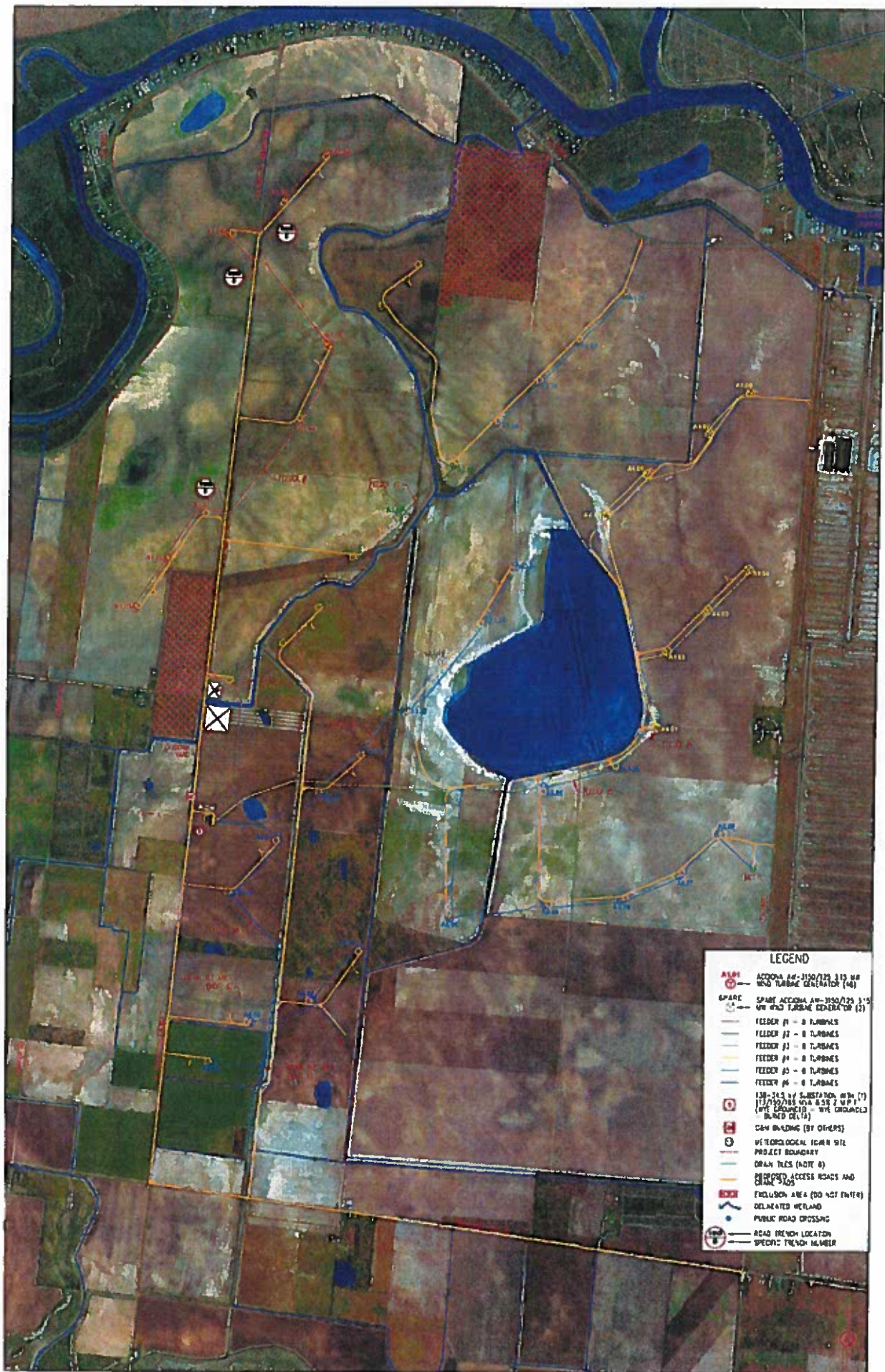


EXHIBIT "B"
(The "Permanent Improvements")

See Attached.

EXHIBIT "C"
(The "Engineering Drawing")

See Attached.



UTILITY CONTACT INFORMATION	
CONTACT NAME	CONTACT NUMBER
TOUKE ONE-2-ALL	011 / (800) 344-4377
CAJL NO HOUSE WARE SUPPLY	(541) 940-4588
GEOR / BLOOMER PAPER	(541) 940-4588
TOUKE GAS SERVICE	(800) 926-1320
WAT	(800) 830-4000

1. THROUGH LETTERS TO ATTENDING THE NATIONAL JEWELRY
ASSOCIATION, INC. ON 1944 APR 15 A LETTER FROM
CONCORD, MASS.

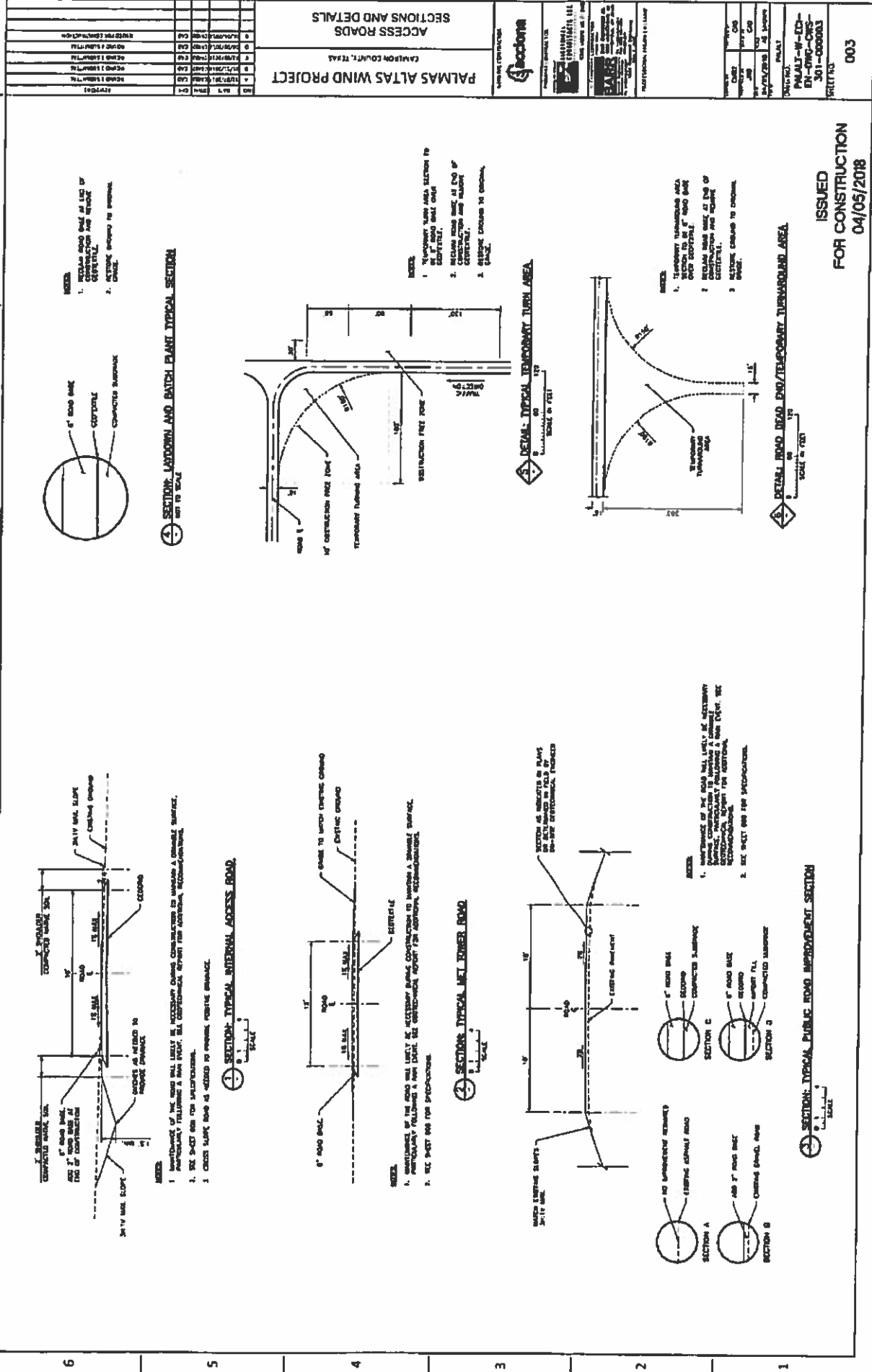
[illegible]

**ISSUED
FOR CONSTRUCTION
04/05/2018**

- TO: DIRECTOR, FBI
FROM: SAC, NEW YORK (100-158861)
SUBJECT: JAMES EARL RAY, AKA
RE: NEW YORK TELETYPE TO BUREAU, 1/11/68

[illegible]

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ISSUED
FOR CONSTRUCTION
04/05/2018

003

PROJECT NO.
PALMAS ALTAS WIND PROJECT
ENR-0000003

1.0. ROAD DESIGN PARAMETERS

A. ROAD CONSTRUCTION DESIGN IS IN ACCORDANCE WITH TEXAS ROAD DESIGN MANUAL, 2017, AND THE CONSTRUCTION CONTRACTOR'S CONTRACT. ALL ROAD DESIGN PARAMETERS SHALL BE IN ACCORDANCE WITH THE TEXAS ROAD DESIGN MANUAL, 2017, AND THE CONSTRUCTION CONTRACTOR'S CONTRACT.

2.0. SUBMITTALS

A. SUBMIT A SET OF THE SUBMITTALS LISTED HEREIN THAT WILL BE REVIEWED BY THE OWNER. THE SUBMITTALS SHALL BE SUBMITTED TO THE OWNER IN ACCORDANCE WITH THE TEXAS ROAD DESIGN MANUAL, 2017, AND THE CONSTRUCTION CONTRACTOR'S CONTRACT.

3.0. TESTING AND INSPECTION REQUIREMENTS

A. SUBMIT A SET OF THE SUBMITTALS LISTED HEREIN THAT WILL BE REVIEWED BY THE OWNER. THE SUBMITTALS SHALL BE SUBMITTED TO THE OWNER IN ACCORDANCE WITH THE TEXAS ROAD DESIGN MANUAL, 2017, AND THE CONSTRUCTION CONTRACTOR'S CONTRACT.

4.0. ROADS

A. SUBMIT A SET OF THE SUBMITTALS LISTED HEREIN THAT WILL BE REVIEWED BY THE OWNER. THE SUBMITTALS SHALL BE SUBMITTED TO THE OWNER IN ACCORDANCE WITH THE TEXAS ROAD DESIGN MANUAL, 2017, AND THE CONSTRUCTION CONTRACTOR'S CONTRACT.

5.0. FENCING AND GATES

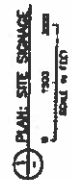
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6.0. CRANE PADS AND TURBINE SITES

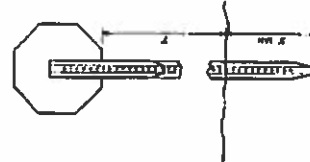
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7.0. CRANE PADS AND TURBINE SITES

A. SUBMIT A SET OF THE SUBMITTALS LISTED HEREIN THAT WILL BE REVIEWED BY THE OWNER. THE SUBMITTALS SHALL BE SUBMITTED TO THE OWNER IN ACCORDANCE WITH THE TEXAS ROAD DESIGN MANUAL, 2017, AND THE CONSTRUCTION CONTRACTOR'S CONTRACT.



1. THE FOLLOWING INFORMATION IS FOR YOUR INFORMATION ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE.
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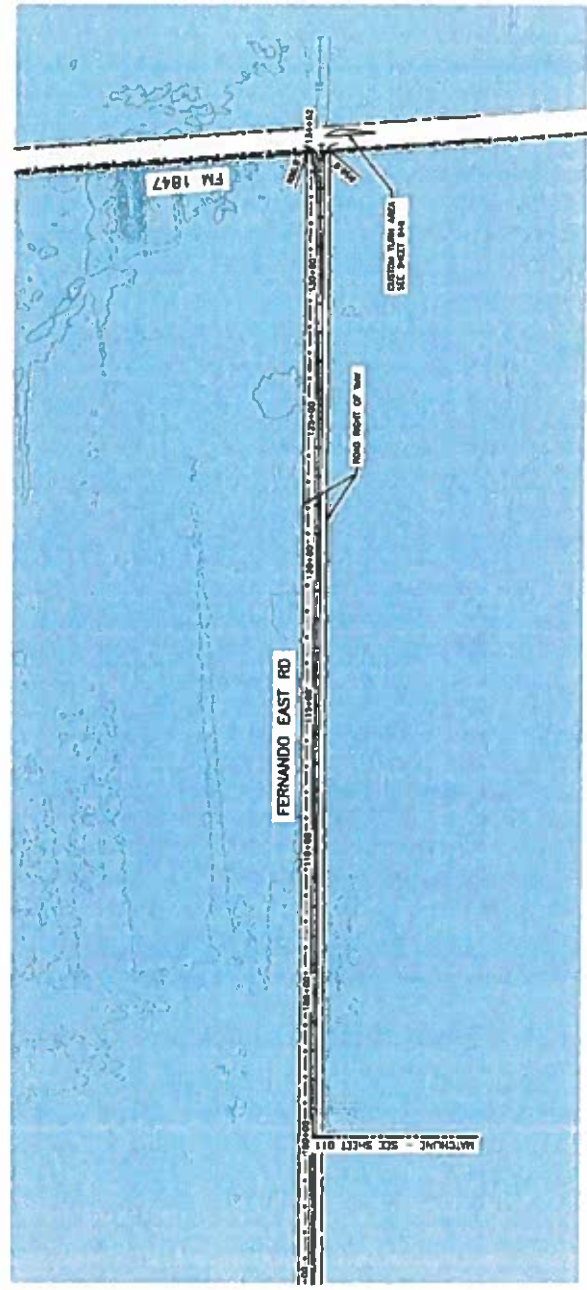
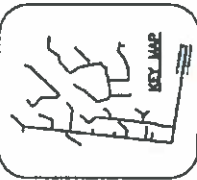
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2 SECTION: POST INSTALLATION
NOT TO SCALE

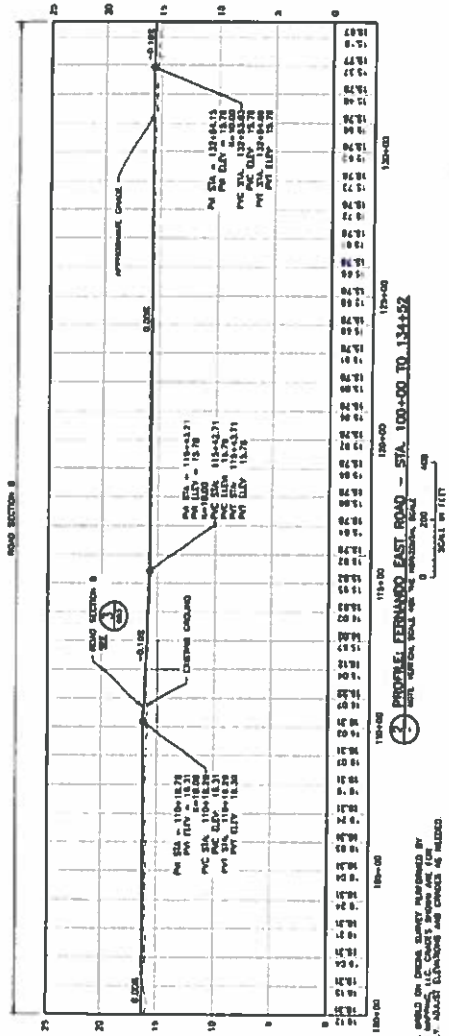
ISSUED
FOR CONSTRUCTION
04/05/2018

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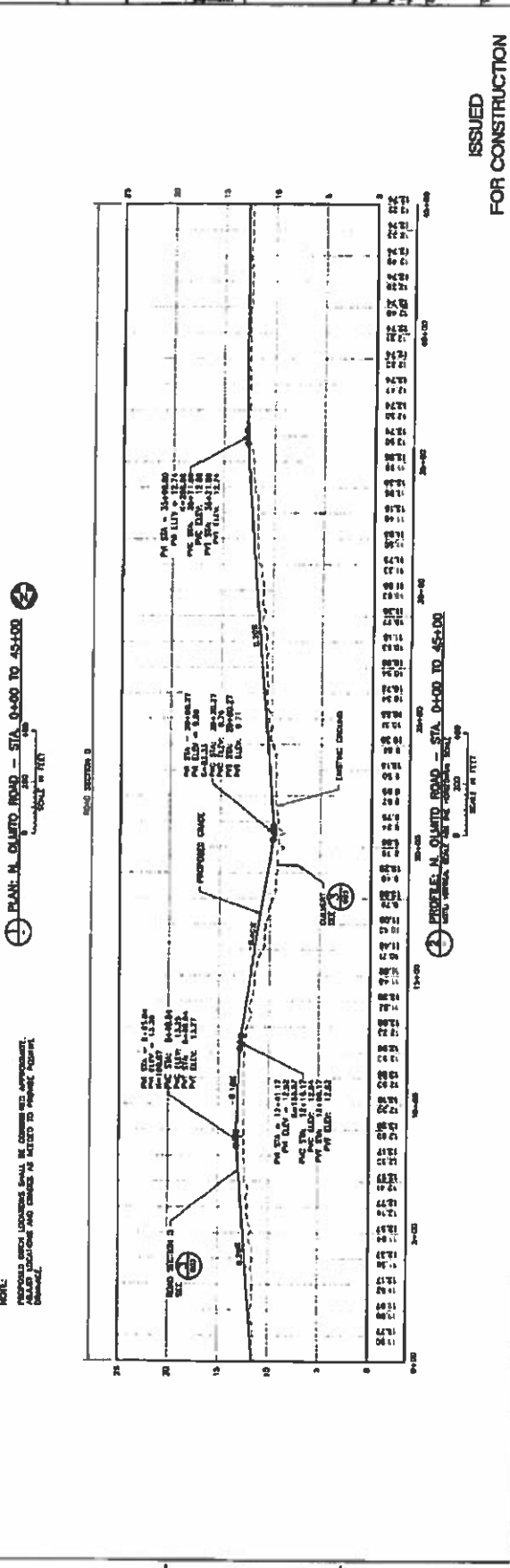
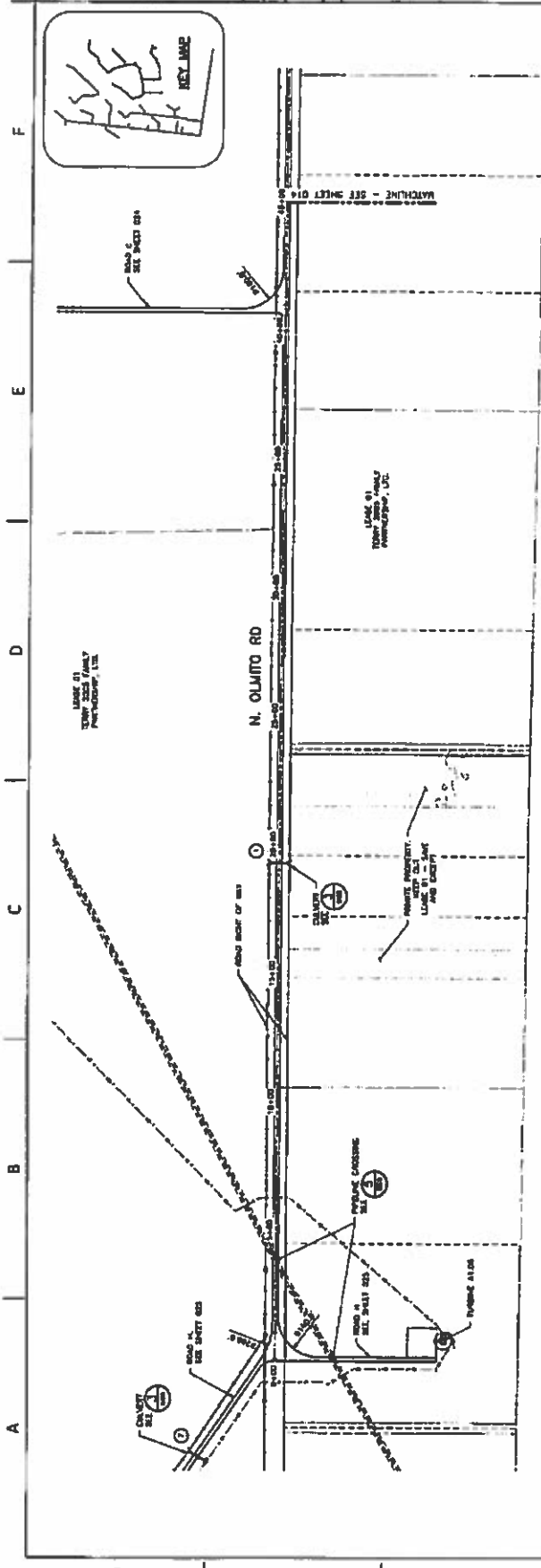


1 PLAN: FERNANDO EAST ROAD - STA. 100+00 TO 134+52



2 PROFILE: FERNANDO EAST ROAD - STA. 100+00 TO 134+52

PALMAS ALTAS WIND PROJECT CAMERON COUNTY, TEXAS PLAN AND PROFILE - FERNANDO EAST ROAD STA. 100+00 TO 134+52		012
PROJECT NO. 100-000012 SHEET NO. 012		ISSUED FOR CONSTRUCTION 04/05/2018
PREPARED BY: [Firm Name] CHECKED BY: [Firm Name] DATE: 04/05/2018		SCALE: 1" = 100'
PROJECT LOCATION: [Firm Name] PROJECT NO. 100-000012		SCALE: 1" = 100'



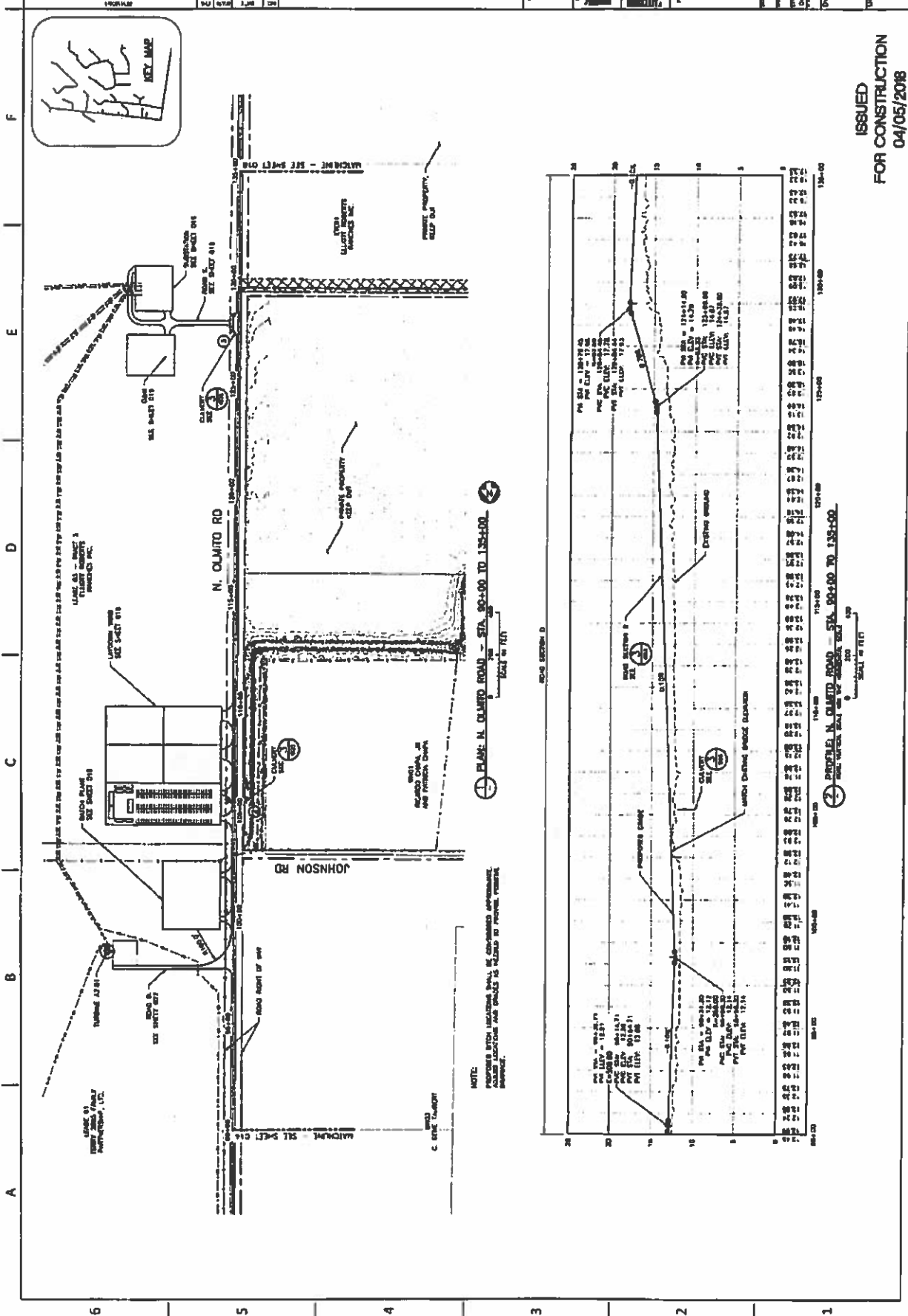
ISSUED
FOR CONSTRUCTION
04/05/2018

013

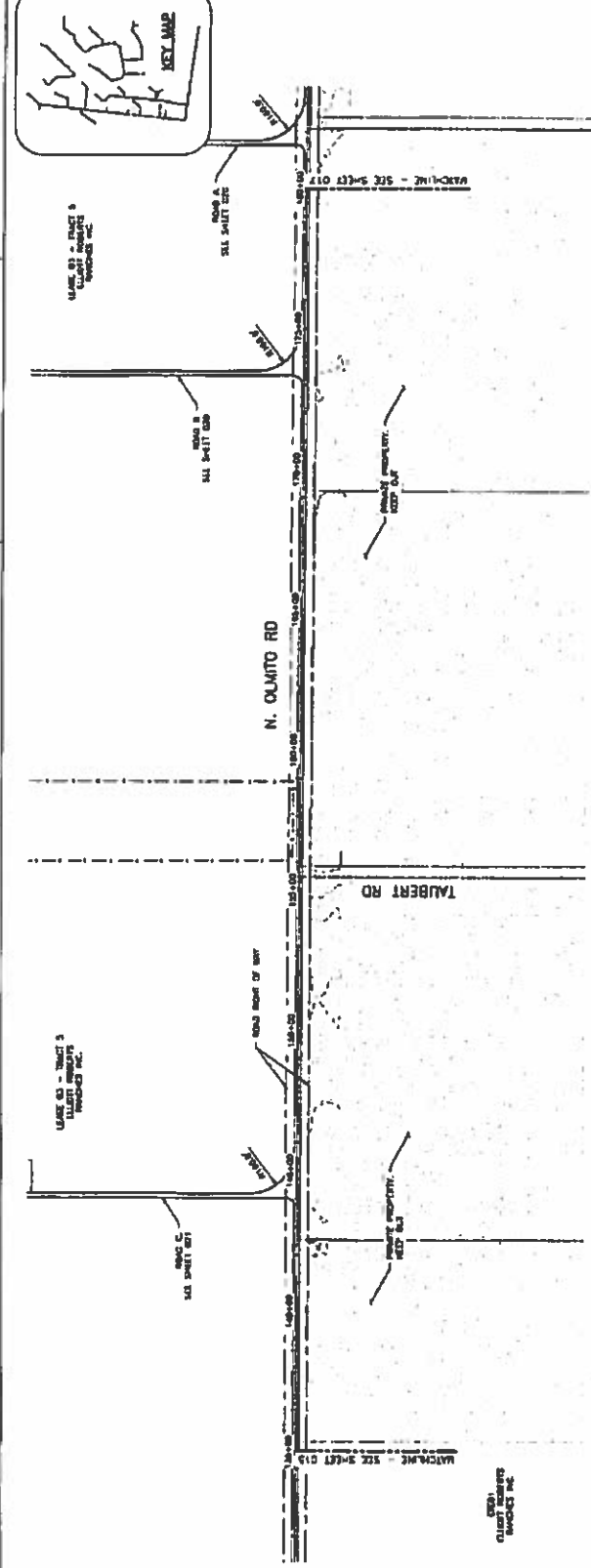
PALAT
PALAT-W-ECT-
EN-DWG-CMS-
301-000013

Sectional

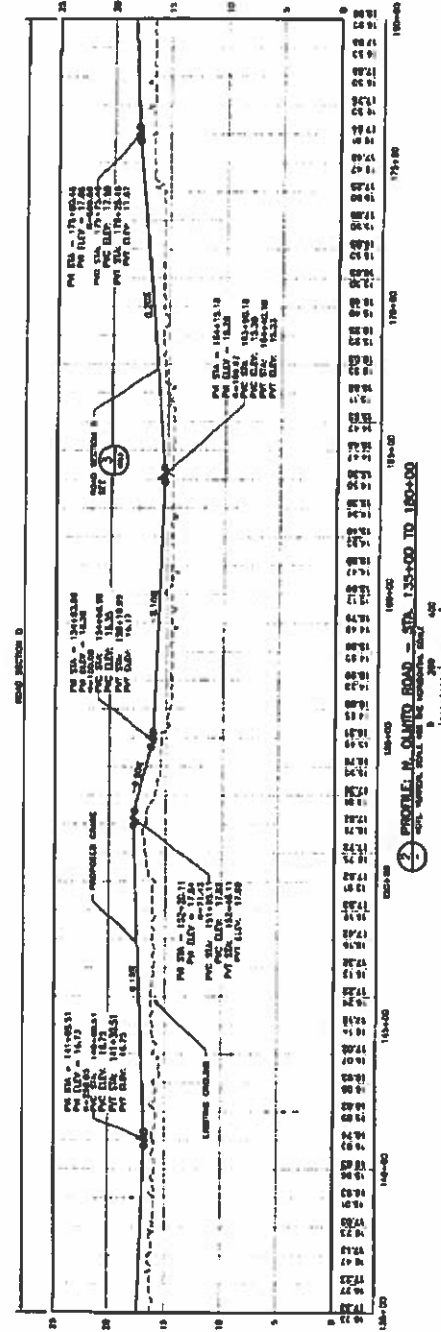
PALMAS ALTAS WIND PROJECT
CLARK COUNTY, TEXAS
PLAN AND PROFILE - N. OLMITO ROAD
STA. 0+00 TO 45+00



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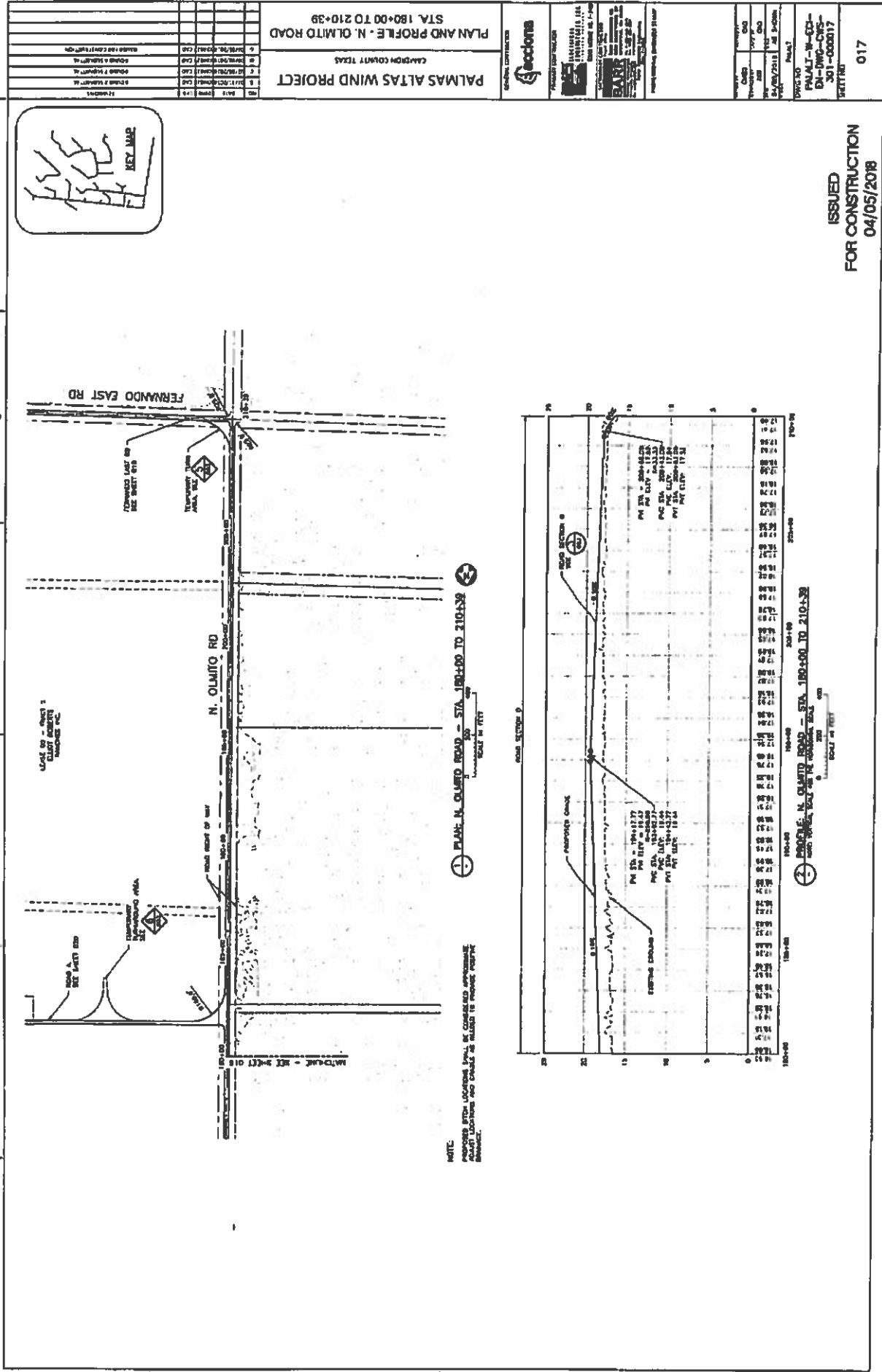
PLAN N. OLMITO ROAD - STA. 135+00 TO 180+00



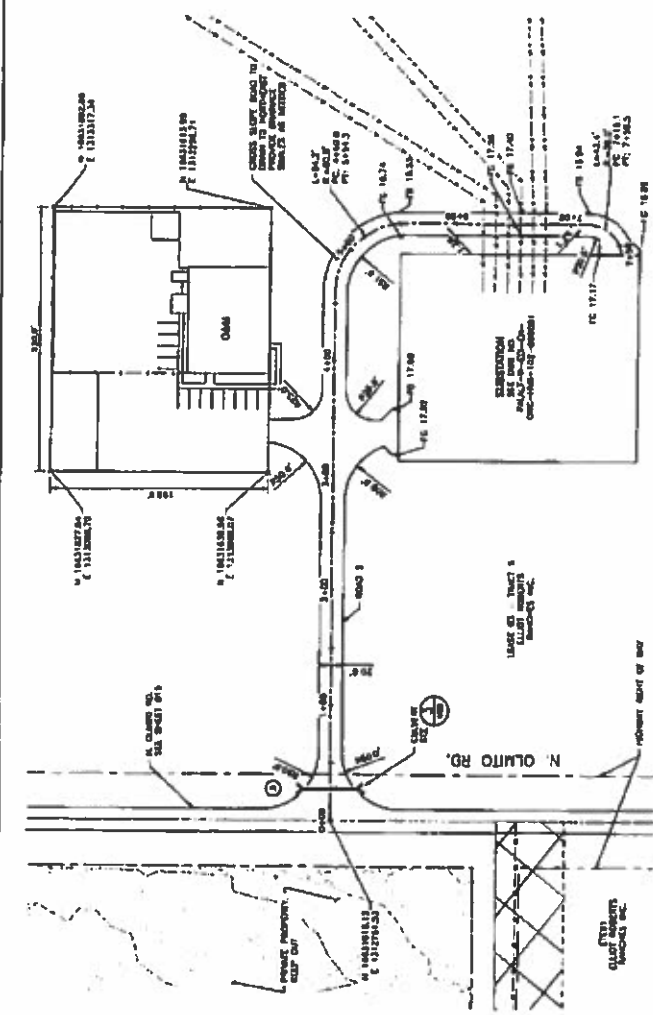
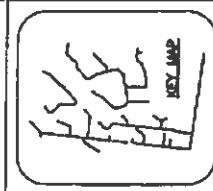
PROFILE N. OLMITO ROAD - STA. 135+00 TO 180+00

PALMAS ATLAS WIND PROJECT CAMERON COUNTY, TEXAS PLAN AND PROFILE - N. OLMITO ROAD STA. 135+00 TO 180+00		PROJECT NO. 016 DATE: 04/05/2018 DRAWN BY: [Signature] CHECKED BY: [Signature] DESIGNED BY: [Signature]
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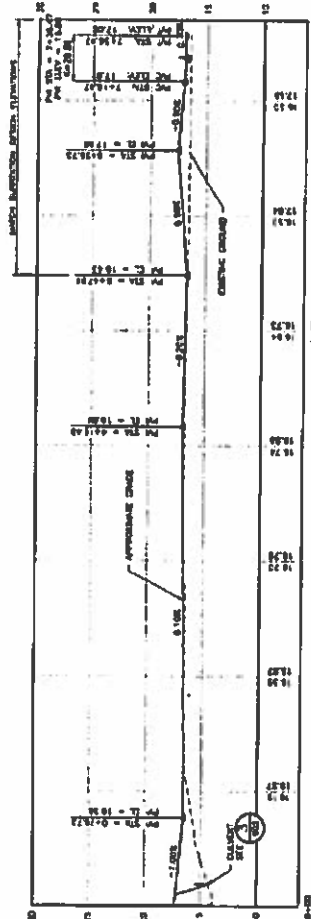
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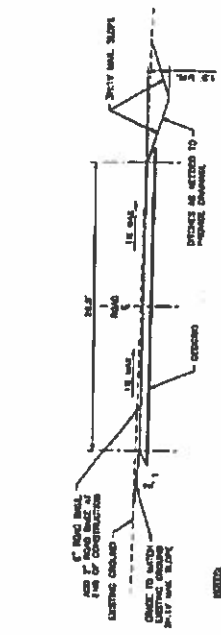


1 PLAN: O&M SUBSTATION AND ROAD S STA 0+00 TO 7+58



2 PROFILE: ROAD S - STA 0+00 TO 7+58

NOTE:
ELEVATIONS ARE BASED ON CORNER MARKS PERMANENTLY SET
BY THE SURVEYOR. ALL OTHER ELEVATIONS ARE TO BE
DETERMINED BY THE SURVEYOR. ALL ELEVATIONS ARE TO BE
REFERENCE ONLY. ADJUST CURVES AND GRADES AS NEEDED.



NOTE:
1. ELEVATIONS OF THE ROAD SHALL BE BASED ON CORNER MARKS PERMANENTLY SET
BY THE SURVEYOR. ALL OTHER ELEVATIONS ARE TO BE DETERMINED BY THE
SURVEYOR. ALL ELEVATIONS ARE TO BE REFERENCE ONLY. ADJUST CURVES AND
GRADES AS NEEDED.

3 SECTION: TYPICAL ROAD S SECTION

PALMAS ALTAS WIND PROJECT
CAMERON COUNTY, TEXAS
O&M SUBSTATION, AND
ROAD S STA 0+00 TO 7+58

Section

DESIGNED BY: **Section**

DATE: **04/05/2018**

PROJECT NO: **019**

ISSUED FOR CONSTRUCTION

04/05/2018



PLAN: ROAD F PERMANENT CONCRETE

CONSTRUC
04/05/2018

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ISSUED
FOR CONSTRUCTION
04/05/2018

PAU
CHS 180
PALAUJ-W-ED-
ED-DWG-CWS-
301-000047
B-1170

DATE	TIME	LOCATION	REMARKS
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10/10/10	10:00	1000	1000

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Enclon
Lactated Ringer's (LR) Solution

PALMAS ALTAS WIND PROJECT
LIMITED COURT, TIAL
FM 385 CROSSINGS

FM 385 CROSSINGS

THE LANCET LONDON

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