



TORRANCE **C**OUNTY
COMMISSION MEETING
APRIL 10, 2019
9:00 A.M.

FOR PUBLIC VIEW, DO NOT REMOVE



Torrance County

BOARD OF COUNTY COMMISSIONERS (BCC)

Ryan Schwebach, Chair

Kevin McCall, District 1

Javier Sanchez, District 3

Wayne Johnson, County Manager

ADMINISTRATIVE MEETING AGENDA

WEDNESDAY, APRIL 10TH, 2019 @ 9:00 AM

- 1. Call to Order**
- 2. Invocation and Pledge of Allegiance**
- 3. Changes to the Agenda**
- 4. PROCLAMATIONS**
- 5. CERTIFICATES AND AWARDS**
- 6. BOARD AND COMMITTEE APPOINTMENTS**
- 7. PUBLIC COMMENT and COMMUNICATIONS**
- 8. APPROVAL OF MINUTES**
 - A. COMMISSION:** Motion to Approve the March 27, 2019 Torrance County Board of County Commissioners Minutes
- 9. APPROVAL OF CONSENT AGENDA**
 - A. COMMISSION:** Motion to Accept FY2018 Audit Report presented at the March 27, 2019 Torrance County Commission Administrative Meeting.
 - B. FINANCE:** Motion to Approve the March 22, 2019 – April 3, 2019 Consent Agenda.
 - C. FINANCE:** Line Item Transfers 2019 _____
- 10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE**
 - A. COMMISSION:** Motion to approve introduction and publication of an ordinance authorizing the sale of up to a maximum \$75,000,000 of Torrance County Industrial Revenue

Bonds to finance development, construct and install the High Lonesome Mesa Wind, LLC project.

B. COMMISSION FINAL ACTION: Motion to approve an ordinance authorizing the sale of up to a maximum \$60,000,000 of Torrance County Industrial Revenue Bonds to finance the acquisition, construction and equipping of the NM Renewable Data Center II, LLC. (Public Hearing)

11. ADOPTION OF RESOLUTION

A. MANAGER: Motion to approve AR 2019 _____, a Resolution Establishing a Mileage and Per Diem Policy rescinding Resolution 2011-31. This resolution ties the county's policy directly to mileage and per diem rules promulgated by the Department of Finance and Administration and defines the County Manager as the "Agency head" for the purpose of administering the rules.

B. MANAGER: Motion to approve AR 2019 _____, the Torrance County Information Technology (IT) Policy.

12. APPROVALS

A. COMMISSION: Election of Vice-Chair

B. ASSESSOR: Pictometry software approval for Assessor, Sheriff and Fire.

C. CLERK: Proposal to establish Voting Convenient Centers in Torrance County.

D. FIRE: Approval of Volunteer Fire Fighters PERA Annual Reporting

E. FINANCE: Approval to pay unauthorized Fire Apparatus mechanical work by NM Apparatus.

F. MANAGER: Approval of Travel Reimbursement for training in Ft. Collins Colorado for Tracy Master.

G. COMMISSION: Discussion of and possible action regarding county New Mexico True Certification. (Commissioner Sanchez).

13. DISCUSSION

A. P&Z: Staff report, P&Z recommendation on the Orion Wind Resources, LLC.

14. EXECUTIVE SESSION

A. Limited Personnel Matters: Selection of County Attorney
(Closed pursuant to NMSA 1978 Section 10-15-1(H)(2).)

15. Announcement of the next Board of County Commissioners Meeting:

16. Signing of Official Documents



*Agenda Item
No. 1*



Agenda Item

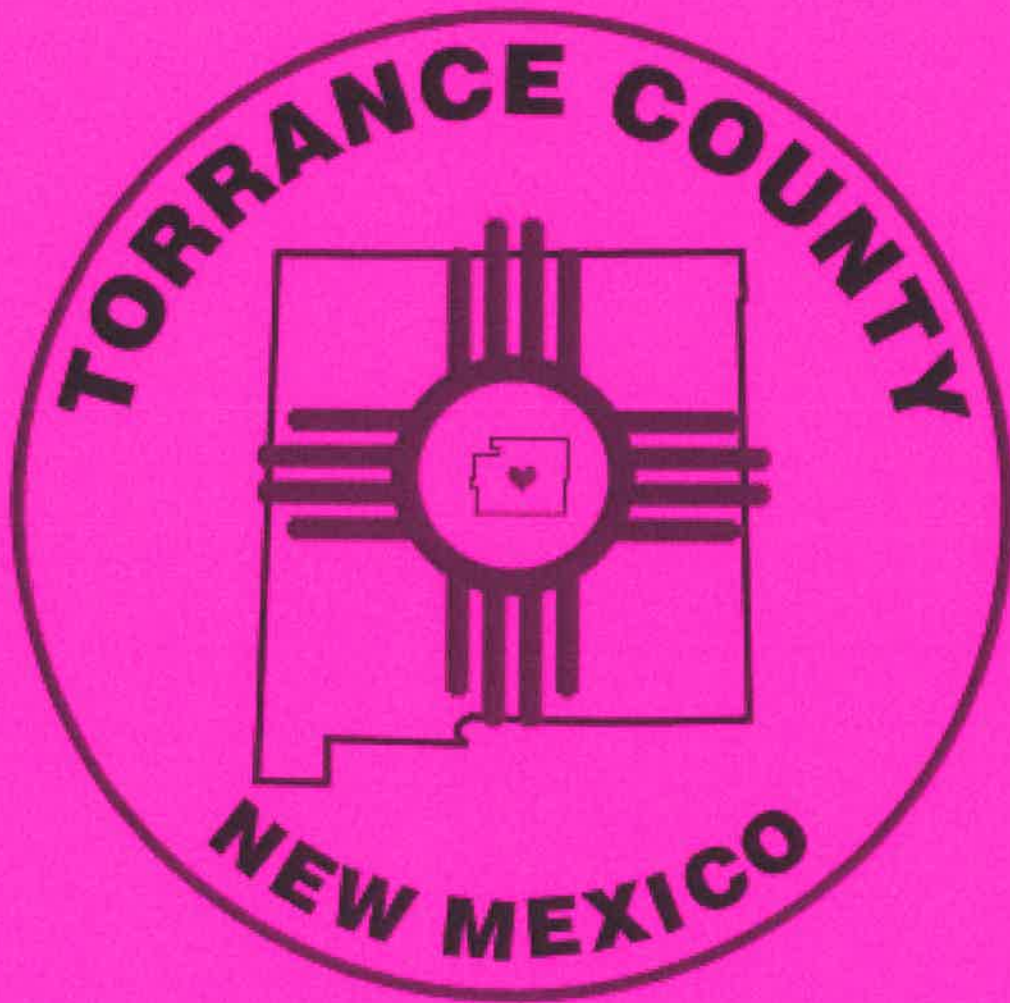
No. 2



*Agenda Item
No. 3*



*Agenda Item
No. 4*



*Agenda Item
No. 5*



Agenda Item

No. 6



*Agenda Item
No. 7*



*Agenda Item
No. 8-A*

Draft COPY
Torrance County Board of Commissioners
Special Commission Meeting
March 27, 2019
9:00 AM

Commissioners Present: RYAN SCHWEBACH – CHAIR
JAVIER SANCHEZ – MEMBER
KEVIN MCCALL – MEMBER

Others Present: WAYNE JOHNSON – COUNTY MANAGER
DENNIS WALLIN – COUNTY ATTORNEY
LINDA JARAMILLO – COUNTY CLERK
GENELL MORRIS – ADMIN ASSISTANT

1. Call Meeting to order

Chairman Schwebach: Calls March 27, 2019 Special Commission Meeting to order at 09:03 AM

2. Pledge lead by Chairman Schwebach
Invocation lead by Nick Sedillo

3. Changes to the Agenda - None

4. PROCLAMATION - None

5. CERTIFICATES AND AWARDS- None

6. BOARD AND COMMITTEE APPOINTMENTS - None

8. APPROVAL OF MINUTES

A. COMMISSION: Motion to approve the March 13, 2019 Torrance County Board of County Commission Minutes

Commissioner Sanchez: Motions to approve March 13, 2019 Torrance County Board of County Commission Minutes

Commissioner McCall: Seconds the motion.

All in favor: MOTION CARRIED

B. COMMISSION: Motion to approve the March 13, 2019 Torrance County Board of Finance Minutes

Commissioner Sanchez: Motions to approve March 13, 2019 Torrance County Board of Finance Minutes

Chairman Schwebach: Seconds the motion.

All in favor: MOTION CARRIED

7. PUBLIC COMMENT and COMMUNICATIONS

Danielle Johnston – Commission District 1: I have concerns about agenda item 11. I respect the project and support the economic development. I live about 9 miles from I-40, NW corner of the county. I don't see the needs of our district being different from the needs of the southern district. I have seen the economic development in the Estancia Schools and feel that is very good. Even though we are on the I-40 corridor, we have the same water difficulties, we have unemployment because the option and the cost gas has gone up. We have a large homeless population that has begun to move into that end of the county. District 2 seems to be isolated and suffer from the same rural needs. We have representation from EVEDA and have done a terrific job with all of the county projects. By introducing another entity we need to consider if we need one and what research we should do.

9. APPROVAL OF CONSENT AGENDA

Wayne Johnson – County Manager: We need approval for line item transfers.

Commissioner McCall: Motions to approve consent agenda.

Chairman Schwebach: Seconds the motion.

All in favor: MOTION CARRIED

***Chairman Schwebach:** Change disk for public hearing

10. ADOPTION OF ORDINANCE/PUBLIC HEARING

A. PLANNING & ZONING: Pacific Wind Development, LLC-Modification of special use permit-El Cabo project. (Public Hearing Required)

Steve Guetschow – Planning & Zoning: Originally Iberdrola now Avangrid, back in 2010, got MET towers on the El Cabo project area and in 2011 were granted a special use for the wind farm. At that time they were going to do 146 wind generators. They have come before us because they want to install more wind turbines on the SU project site but will exceed the number of wind turbines and the power output that the original SU permit allowed. They have applied for the modification of that SU to install more wind turbines and extend that transmission line down and increase their power output.

Mark Stacey – Pacific Winds Renewables: we got a special use district for the El Cabo project in 2011 at that point the application states we would have around 149 turbines, 295 megawatt project. Of the 87,000 acres we only used 58,000 acres, we have remaining land that was permitted under the El Cabo special use district, mostly the Harvey Encino Ranch. We are planning to build additional phases of the wind farm. This is the application to recognize we will have more than 149 wind turbines. We will not be building any more wind turbines till we have full FAA approval. We plan to have it soon, it was slowed down by the government shutdown. We respectfully request you approve this.

Chairman Schwebach: How many additional turbines and megawatts are you looking at?

Mark Stacey – Pacific Winds Renewables: The number of turbines I can't answer because we don't know what kind of turbines we are using yet. It could range from a 2.1 megawatt machine to a 4.85 megawatt machine. As far as the megawatts probably another 306 megawatts in this batch. We have a contract to supply the Facebook installation in Los Lunas for 166 megawatts, we are getting close to completing negotiations on a contract that will add another 140 megawatts. That will be 604 megawatts in southern Torrance County total with El Cabo.

Commissioner McCall: Do we currently have the transmission lines to carry the 306 megawatts?

Mark Stacey – Pacific Winds Renewables: The transmission line has not been built. That is under consideration by the PRC. The BB2 line runs from our Clines Corners substation that was built by PNM on our behalf to accommodate the El Cabo project.

***PUBLIC COMMENT FOR PUBLIC HEARING**

Malak Hakim – Kirkland Airforce Base Community Planner: We want to ensure that the applicant has obtained approval from the DOD clearing house, the office of the assistant Secretary of Defense and ensure that the applicant receives FAA approval.

Mark Stacey – Pacific Winds Renewables: To assure the Commission, we are working through the DOD Clearing house, Ozzy Smith. We have gone through an 18 month process. It is a prerequisite for us to get determination of no hazards from FAA and clearance from DOD before we build a project.

***Chairman Schwebach:** Back into regular meeting of Torrance County. Item 10. A possible action taken Pacific Wind Development, LLC.

Chairman Schwebach: Motions to approve Pacific Wind Development, LLC-Modification of special use permit-El Cabo project, as stated with the conditions and approval of FAA and DOD.

Commissioner McCall: Seconds the motion.

All in favor: MOTION CARRIED

B. COMMISSION: Motion to approve introduction and publication of an ordinance authorizing the sale of up to a maximum \$60,000,000 of Torrance County Industrial Revenue Bonds to finance the acquisition, construction and equipping of the NM Renewable Data Center II, LLC. (Public Hearing Not Required)

Rob Burpo – President of First American Financial Advisors, Inc.: (presentation hereto attached) When you do Industrial Revenue Bonds, the services of bond council and financial advisor must be paid by the project. This is not a cost to the county. This is a 50/50 partnership between Public Service Company of New Mexico and American Electric Power. PNM has about 1700 employees, American Electric Power out of Columbus Ohio has about 17,000 employees, and the two have put together a consortium that's called New Mexico Renewable Development, LLC, for naming purposes only they are NMRD Data Center. They sell 100% of the power to Public Service Company of New Mexico, the utility, under a power purchase agreement that they in turn have entered in to with Facebook. The site is off of I-40, 20% of it is in the city of

Moriarty and 80% is in county. The owners of the land have determined that this is the best use of the property. This project will cover 519 acers costing \$65 – 72 million dollars with 187,920 solar panels that rotate 104 decrees this will produce 50 megawatts of power with virtually no water usage. Currently the site generates approximately \$1169.44 per year in property taxes, \$573.06 for the county and \$480.35 for the school district. The city, county and the school district negotiated a distribution of payment in lieu of taxes. I have done a number of these all over the state, the efficiency of the three of them was the best I have ever seen. If improvements are made to the facility your pilot payments will go up. All this power is being sold to Facebook. Facebook is entered into a fixed price with PRC and pay \$3.02 ½ cents per megawatt for 25 years. As costs go up and utility bills go up PNM will not be able to charge Facebook any more. This effects how much pilot payments we can get. Construction will begin second quarter of this year and power production will begin June 2020. Gasb 77 report shows, currently the county gets \$1,169 a year in property taxes that will escalate over the next 25 years, averaging \$1,520 a year. With this project you will have a fixed pilot payment of \$100,000 per year for the next 25 years. \$68,800.00 will go to the county, \$14,000 for the Moriarty/Edgewood School District and \$17,200 to the City of Moriarty.

Wayne Johnson – County Manager: Please explain how this compares to Sandoval County?

Rob Burpo – President of First American Financial Advisors, Inc.: This one is taking a little more acreage. The one in Sandoval County has the same power output, pilot payment of \$100,000, they are also selling to Facebook. The school district will get a little more pilot because they are offering a home on one of their school district properties for the Sheriff's Department for an outpost for a sheriff to live. There will be an office space within the school district for the sheriff's office as a workstation. The pilot split is different between the county and school district. Other than that they are the same.

Chairman Schwebach: In a meeting we had earlier and we asked Facebook if we had anything they can offer the school, weather it was storage, laptops, tablets, etc.

Rob Burpo – President of First American Financial Advisors, Inc.: We are working with PNM on that issue. The relationship with PNM goes to Facebook and comes to you, we don't have a direct relationship between the local governments, school district and Facebook. It wouldn't be part of the pilot, it would be a separate transaction.

Parker Schenken – Sherman & Howard law firm; bond counsel: The Ordinance authorizes the issuance of the Bonds through the county, the bonds are to be purchased by an affiliate of the companies. There are no county dollars going out to purchase the bonds or to repay the bonds. If you walk through the Ordinance the recitals on the first few pages talk about the facts and the laws on which the transaction is based. Some findings on section 2 page 3, section 3 authorizes the transaction, authorized the bonds up to a principal amount of \$60,000,000. Section 4 authorizes officers of the county to execute the appropriate documents, Sections 6 and 7 create the funds and accounts from which and into which the money will flow as funds are dispersed and repaid. Terms of the bonds and the anticipated repayment schedule. For your perspective and mine in sections 8 & 9 are critical provisions that talk about the fact that these are limited obligations, they are not general obligations of the county. They don't require the county to expend funds or taxes. Section 9 shows indemnification of the county should there be any issues. Sections 10, 11, 12, 13 are fairly well boiler plate. The documents that are with you that I understand are in fairly final form, are the lease agreement. The developer will be obligated to lease payments sufficient to cover the bonds and related expenses. There is an indenture that governs the mechanics of the bonds in more detail than the Ordinance. The lease covers the pilot

provisions. The bond purchase agreement is the agreement by which the developers affiliate agrees to buy the bonds and provide the funding.

Commissioner McCall: Motions to approve introduction and publication of an ordinance authorizing the sale of up to a maximum \$60,000,000 of Torrance County Industrial Revenue Bonds to finance the acquisition, construction and equipping of the NM Renewable Data Center II, LLC.

Commissioner Sanchez: Seconds the motion.

All in favor: MOTION CARRIED

C. COMMISSION: Motion to approve introduction and publication of an ordinance authorizing the sale of up to a maximum \$675,000,000 of Torrance County Industrial Revenue Bonds to finance the acquisition, construction and equipping and installation of the La Joya Wind Project.

Mark Stacey – Pacific Winds Renewables: Our pilot payment to the county and school district are projected to be \$900,000 a year on top of the million dollars a year we pay in pilot of the El Cabo project. The 306 Megawatt project we are working on, we have used the IRB process for the El Cabo project and have been very beneficial to the project. I have worked with County Manger Johnson and Dennis Wallin on negotiations of the pilot agreement, they are very good to work with.

Peter Franklin – Modrall & Sperling bond council to Avangrid: This is a master ordinance which approves with a principal amount of 290 million dollars and anticipated an additional 395 million dollars in a second phase. The Ordinance approves forms of the lease agreement the indenture and the bond purchase agreement establishes the payments in lieu of taxes for both series. Which was Avangrids objective in anticipating these two separate series.

Parker Schenken – Sherman & Howard law firm; bond counsel to the County: The ordinance form is similar to the one I described earlier. They are in good form and include protecton provisions. We are comfortable moving forward.

Dennis Wallin – County Attorney: There has been a lot of back and forth with our bond counsel, Kurt Coffman, Sherman, Howard, Modrall law firm. I feel comfortable we have been well represented and our interests are protected

Chairman Schwebach: Motion to approve introduction and publication of an ordinance authorized the sale of up to a maximum \$675,000,000 of Torrance County Industrial Revenue Bonds to finance the acquisition, construction and equipping and installation of the La Joya Wind Project.

Commissioner Sanchez: Seconds the motion.

All in favor: MOTION CARRIED

11. ADOPTION OF RESOLUTION

A. COMMISSION: Resolution No. 2019-21 Authorizing and approving submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority.

Commissioner Sanchez: I am looking for the Commission's approval to submit this application to NMFA for their consideration. The Board of directors of NMFA review applications once a month. An application is reviewed the following month of submitting and a decision will be rendered during that time frame within a maximum of 60 days. I would like to submit an application by the end of March, so this will be on the April meeting agenda and a decision can be reached at that time, potentially an award made within that time frame. You have had some correspondence from me. Hereto attached

Chairman Schwebach: Cheryl please explain the mechanics of this grant?

Cheryl Allen – County Grant Coordinator: The application is through the New Mexico Finance Authority. This is an online application that is in process. The terminology has not been set down and agreed upon. If approved, I will be managing the process, a number of public meetings would need to be conducted, arrangement for the minutes to be taken and publications have been submitted accordingly. Hire a contractor to conduct the meetings and prepared the economic development plan.

Chairman Schwebach: I'm not totally familiar with this grant, this is money that is geared toward the economic development in our southern communities but in turn combining the entire county and the northern communities also.

Cheryl Allen – County Grant Coordinator: This would include the 4 land grants, Estancia, Willard, Mountainair, Encino and a special section has been added for the Torrance County Fair grounds. This is one portion of the planning grant. In the last meeting we were planning a meeting with EVDA, Kevin McCall Torrance County representative for EVDA, County Manager and myself, this has been scheduled for tomorrow March 28th. We haven't had the discussions of all the different grants we are looking at. Another grant was updating the comprehensive land use plan, the last update was in 2003.

Chairman Schwebach: In the end it will be tied together?

Cheryl Allen – County Grant Coordinator: Yes

Chairman Schwebach: If we are awarded this grant, \$50,000. The money goes to a contractor to facilitate what the community's needs and plans are for economic development. They create a master or comprehensive plan?

Cheryl Allen – County Grant Coordinator: The comprehensive plan includes an economic development chapter, that plan is for all of Torrance County. The Southern New Mexico economic development plan is a separate plan, potentially using the same funding source. The New Mexico Finance Authority will issue up to 2 grants for the same entity for doing economic development plans. The comprehensive plan would couple one New Mexico Finance Authority grant and CBDG grant in order to pay for the comprehensive land use plan. I have been told it will be more than \$100,000. Southern New Mexico development plan would only use New Mexico Finance Authority up to a maximum of \$50,000. Generally there is no cash match, it is waved.

Chairman Schwebach: my concern is the county is not on the hook to pay this grant back down the road.

Cheryl Allen – County Grant Coordinator: The grant will pay for the production of the plan as long as we have our written documents in place, we have met our obligation. I have been told by a representative of the New Mexico Finance Authority, they may not agree to have funding for two similar plans. We need to be very clear on how the two economic development plans differ. The south has a different culture, don't have access to the I-40 corridor etc. MRCOG suggested that we couple the CDBG block grant of \$50,000 which does require a cash match

with an economic development plan grant from New Mexico Finance Authority that would give us potentially \$100,000 to work with.

Chairman Schwebach: There is a possibility by applying for one grant without collaboration or knowledge of the other hand, whether it be Moriarty or cities applying for the same grants through the same entities, we may cut our self in the foot and no one gets the grant. Can we expand on this?

Brandon Howe – MRCOG: County Manger and I have discussed applying for a \$50,000 community development block grant, a matching amount for the comprehensive plan. In that plan there are sections about transportation, housing, land use, water etc. The economic plan is a little more complex, the NMFA grant you get \$50,000, it would make it simpler if it was a county wide comprehensive economic strategy plan. \$50,000 for comprehensive plan and \$50,000 for all of Torrance County. Our office can work with the County Manager and Grant Coordinator and a Commissioner to strategize and move forward.

Commissioner Sanchez: I want to maximize the amount of money the county can receive and the services we can get. I have been in close contact with an NMFA board member Mr. Steve Kopelman as well as Susan Rodriguez who is an administrator at NMFA. When we talk about CDBG we are talking about \$50,000. With NMFA you can have up to 2 sub grants open per calendar year, a total of \$100,000. The comprehensive plan will take in excess of a year to complete. While we go through the process of obtaining the CDBG grant, we can also obtain the other half from NMFA since the comprehensive plan costs an average of \$100,000. Ours would be an update. If we use both halves to complete the comprehensive plan that would be utilizing the NMFA funds at 50% there is still the potential for another \$50,000 sub grant agreement.

I want to send an application to satisfy the scope of work dated March 20th, this would fill a gap that exists in the southern part of the county. A comprehensive economic development for southern Torrance County would not be at odds with the comprehensive plan. Chronologically speaking it would be a good precursor toward an update of the comprehensive plan. I feel the comprehensive economic development strategy, upon competition, would help inform the economic development component of the comprehensive plan. I don't believe NMFA will say they want \$50,000 to do the I-40 corridor and \$50,000 to do the southern part of the county, they need to do it all in one. These documents are structured and that's not the way the grants would work not chronologically or structurally. When we talk about the comprehensive plan the percentage of the plan that deals with the economic development is not 50%. CBDG and NMFA funds would be applied at a rate of 50% but the economic development portion is not 50% of the document. Therefore, the 50% that NMFA would be applying to the project would be for the development of the comprehensive plan.

The comprehensive plan will contain an economic development portion but won't be the main portion. A comprehensive plan is distinct for an economic development plan. If we submit our application by March 31st and get a deliberation at the next NMFA meeting next month, we get a decision and potentially get going in May. Hopefully be done by October-December and have a completed plan by New Year's Day. The comprehensive plan will take longer, at least two quarters to assemble the sources necessary and carrying it out will take around 12 months. I advocate for both to be done. They address gaps that exist in our planning. I request that you support the submission of the grant application so we can get started with a portion of it.

Mayor Hart – City of Moriarty: I’m confused as to what part the city plays in this because each city can go after the same grant. If you are going to maximize your capability why not have every city apply for the grant and then put it all together with your CBDG. We are up for a comprehensive plan we did ours in 2010 and due next year.

Commissioner Sanchez: Comprehensive plans must be distinct, every community has their own comprehensive plan.

Commissioner McCall: That would play into this big comprehensive plan, take the studies that were done at a sublevel and throw them up to a bigger level to get a more detailed comprehensive plan that would intel different areas of the county.

Myra Pancrazio – EVEDA: Every community needs a comprehensive plan. That is how we know we will get money in the future. All of our plans are outdated. To get a strategic economic development plan which is what Commissioner Sanchez is advocating and it is great, he said we are focusing on the economic development portion of the southern part of the county. When each of those communities do their comprehensive plan, they will take that strategy and insert it into the economic development portion or come up with a southern strategy on economic development planning and become your own district and your own economic development tool?

Commissioner Sanchez: The former.

Myra Pancrazio – EVEDA: You’re missing the northern part of the application. What if the \$50,000 you are asking from NMFA also included the northern district. The person you hire can handle the northern and the southern areas. We can do all of that in this \$50,000 application. Then the results go back to each community and they add it to their economic development portion of each of their comprehensive plans and the county takes everything that was done with this \$50,000 grant and makes it their economic development portion of their comprehensive plans. It will be bigger than what we have seen but that is what you are advocating here. I think what you are asking to do will be in the Torrance County comprehensive plan. The missing link is that it doesn’t include the whole county. We want to get the best for our \$50,000, so we want to ensure the northern part is in there as well. What you want to do, I can get behind your plan, what I can’t do is exclude the northern part.

Chairman Schwebach: Commissioner Sanchez and I have talked about this at previous meetings in discussion, we are recognizing that the southern part of the county, due to culture, demographics, size, availability and many different things is very different than what the northern is simply because of the I-40 corridor. We are attempting to recognize the differences and capitalize on the uniqueness and incorporate it as a whole body throughout the county. I agree with it, it needs to be done. I would feel more comfortable if EVEDA or a hired contractor is at least in the understanding of what’s happening along with our grant writer to make sure that this comes to pass along with our manager.

Commissioner Sanchez: We are talking about small communities and don’t need \$50,000 for their plan. All you need is this Scope of Work submitted and it’s getting done quickly and it doesn’t cost the county anything.

Commissioner McCall: I can’t disagree with everything you just said except for why not do a northern and a southern within the 50. You’re saying there is another 50 available if we need to go further.

Commissioner Sanchez: I believe it will cost us, for this scope of work around \$50,000.

Commissioner McCall: In the last meeting you said you didn’t think it would come close to \$50,000 and I said let’s use the rest to study the north. If the numbers and studies are important to you in the south, why would they not be important to us in the north? We don’t have it all

together in the north. We need jobs, we need more growth. If the county is going to run it then I suggest we include the entire county.

Myra Pancrazio – EVEDA: In the past when we do comprehensive plans, Sandy Gaiser and MRCOG came together to be the mediator/ coordinator to get it all done through the grant coordinator. They identify through each city council, every community and land grant, one to two people to be a part of the entire strategic planning process. So you have representation from everyone. When you are doing your comprehensive plan everyone is at the table.

Commissioner Sanchez: Read verbatim the Scope of Work dated March 20, 2019 and the correspondence with the Commissioners as well as letters of support.

(Hereto attached) This is something that the community could like to see us move forward. This is a great value to us and will only add to the seamlessness throughout the county.

Commissioner Sanchez: Makes motion to authorize and submit Resolution No. 2019-21 authorizing and approving submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority.

Chairman Schwebach: Seconds the motion.

Chairman Schwebach: I would like to see McIntosh included.

Commissioner McCall: I would like to see Moriarty included.

Chairman Schwebach: I agree with the concept, there needs to be an emphasis on the southern end different for the I-40 corridor, I don't know if this has been done. I see that being the path for the southern communities. If the county can facilitate that then I would agree with that. In light of what Cheryl was saying, DFA may look oddly on these grants with Moriarty not included, I don't see why Moriarty cannot be included with emphasis on the southern part of the county. I want to avoid the county stepping out defining the southern district and inadvertently hurting other entities.

Wayne Johnson – County Manager: My concern is when we do our comprehensive plan, we are going to require the economic component for the entire county. Does it jeopardize funding for the overall comprehensive plan? Are we going to be turned down because we just hit them up for \$50,000, spent it on the southern part of the county and unable to do something similar for the northern part of the county. There are very distinct differences between northern and southern economies, their demographics, historical and cultural backgrounds. We need to focus on Southern Torrance.

Myra Pancrazio – EVEDA: If we do the \$50,000 for the southern and now we are jeopardizing getting the money for the comprehensive plan. The northern part of the county is still left out, it isn't just Moriarty, we have huge concerns in Clines Corners, we have an infrastructure and WIPP and no emergency. Encino has no emergency on the WIPP route. We have huge water issues. Does that mean the northern can't go after their 50? I think it is needed in the unincorporated areas.

Wayne Johnson – County Manager: You can combine comprehensive plans i.e. Albuquerque/Bernalillo County comprehensive plan. The county would work on its section from the city. It will be a good long term objective for Torrance County to include in a master comprehensive plan all the communities of Torrance County.

Chairman Schwebach: Can it be answered? Can you and staff answer what the risks are depending on the wording?

Wayne Johnson – County Manager: I don't know if there is any way to predict the way the NMFA board will review this.

Michael Godee - Tajique: You might have the south meet together and the north meet together separately and then come together. Have a section on the commonality's and the differences. In the past when you combine everything Moriarty wins. In this case there would be no winner and no loser because you identifies commonalities and differences.

Commissioner Sanchez: There is no way this jeopardizes our ability to get funding for a comprehensive plan. NMFA is well funded, if they think the project is within the parameters of what is considered to be an applicable project, both projects have an excellent chance of moving forward. This project will be very labor intensive for the consultant, the communities and myself. I see myself playing a large roll in trying to give narrative to the project. I have no problem looking at McIntosh, Abo and Duran. We don't have a strategy in place in any of the communities in question, we need to get them talking about economic development. We need to narrow the focus not broaden the focus. We need to set up a baseline from EMS to special events.

Chairman Schwebach: Has the county looked into applying for a grant for the northern end?

Commissioner Sanchez: I have not put together a scope of work for the City of Moriarty.

Chairman Schwebach: Is the City of Moriarty in the process of doing this?

Cheryl Allen – County Grant Coordinator: We have looked at doing the comprehensive plan economic section which includes all of Torrance County, it's not a separate examination of northern vs southern Torrance County.

Chairman Schwebach: table item till after 13. A Hinkle & Farley 2018 Audit Presentation, we have a motion on the floor and we will get back to it after the presentation.

13. DISCUSSION

A. FINANCE: Hinkle & Farley 2018 Audit PowerPoint Presentation (Hereto attached)

Farley Vener – CPA: The 2018 audit has been completed and submitted to the State Auditor's office for release and is now in the public domain. This presentation is a summary of the results of the audit. Our job is to determine if financial statements are correct. County practices have been consistent. The only change is there is a new standard Gasb75, and it put on unfunded OPEB liability, retired healthcare liabilities were placed on the County's books. There were 34 proposed adjustments due to Torrance County having their auditors convert their books from cash to accrual as is required in the presentation of the audit report. No material weaknesses. 8 findings were resolved from last year. 2 findings that were repeated, one was related to information technology and the other related to personal policies. Current year finding are controls over state issued gas cards and grant management.

No Action Taken – discussion only

11. A Continue discussion.

Chairman Schwebach: We have a motion and a second on the table, we are in discussion. Let's hear the public comment.

Nancy Brackerman – McIntosh: I don't see McIntosh having the same need as Willard and Mountainair etc. I don't know when the County boundaries were drawn, more than 40 years ago,

we have had a lot of changes since then. Estancia was a thriving community with railroads. I-40 being a part of the interstate system began with Eisenhower administration. I-40 brought dramatic thing to Moriarty, 8 motels and 14 restaurants, Estancia has several attempts at a motel none have gotten off the ground. In reinforcing the idea of focusing on the southern part of the county. I don't think we go for state money just because it's there. If we can use it well, that makes sense. I am concerned that residents in Mountainair and other parts of the south have a delay with the ambulance service.

Kathleen Jesse: We need to play like we are in a perfect world or we don't get to where we are going. Commissioner Sanchez has already talked to UNM about participating in the planning for the southern area. In the comprehensive plan we need to talk about ambulance and fire service. What is unique to us is what draws us together. It's not businesses coming to us, its entrepreneurship, developing areas, that we have store fronts, places for people to walk. I think that is something to play off of. Having a plan for the southern and the northern is a great idea, if you are concerned if one grant will cancel out another, call the board and find out.

Danielle Johnston – District 1: Not a resident of Moriarty, a resident of northern Torrance County. The unincorporated communities of Wagon Wheel, Clines Corners, and Flying C are very diverse small communities. Dividing the economic development into two parts seems to me unnecessary, we are one county and celebrate our diversities.

Chairman Schwabach: I want to move forward with this in a smart and logical way. I'm hearing a need and desire from county residents that the county take a more active role in guiding economic development within this county. A concept of using the \$50,000 for the southern half and the next quarter support the northern part. If we send a message that the south end is separate from the north end everyone is shooting themselves in the foot. This has more pros than cons, we need to do this in the right way.

Mayor Hart – City of Moriarty: We will be going through our planning next year. I think the public is looking at in the north is the unincorporated areas. \$50,000 doesn't get you very far when you are looking at municipalities. The municipalities need to step up and do their own part in this. You might want to break it down to little sections to get a better plan.

Chairman Schwabach: If we could incorporate direction from our grant coordinator and manager on a way to word this to incorporate this under the assumption \$50,000 isn't going to get us there. We have starting points and we can go for another grant to finish it. It shows the state we are on the same track, but trying to identify the differences to combine them together. Making sure Moriarty advertises for what is in the south or vice versa. I would feel comfortable if we change the scope of work for further grants.

Commissioner Sanchez: How do we incorporate components that will not be a part of the project into a scope of work of this project?

Chairman Schwabach: If you have a general concept for an overall plan within the county acknowledging the grant is a maximum of \$50,000. DFA knows this is our entire communities plan, we prioritize where we start, and we have this list and add Moriarty and urban areas of Moriarty. Is this possible, is this the smart thing to do?

Commissioner Sanchez: We could identify 2 phases. \$50,000 will not cover all the communities and unincorporated areas. We need to start and see where this goes. We are talking about municipalities and land grants we are not talking about the unincorporated areas of southern Torrance County.

Chairman Schwabach: I agree, but it would be wise to include the next steps. McIntosh has water need, fire department needs, emergency rescue, and types of residents. If we can put that

into the scope of work. What is the advantage for the County heading in a plan for this, the municipalities' vs the municipalities doing it themselves?

Commissioner Sanchez: None of the communities have the resources to do this by themselves. They are taxed for resources, they are at the limit of what they can and can't do. I represent these communities as well. How can I help any community if that community hasn't identified its priorities? What it would like to do, how do we go about pulling our resources?

Commissioner McCall: What resources? Manpower?

Commissioner Sanchez: Personal, financial

Commissioner McCall: If you are going for the grant, I do think the financial side will be included.

Commissioner Sanchez: All if the communities lack the administrative side of it, they don't have people dedicated to economic development. We can be a good facilitator, we can get the communities together.

Commissioner McCall: We have to apply for a low income status. Otherwise there is some matching grants, what if we are not granted that?

Commissioner Sanchez: I believe we do meet the threshold.

Commissioner McCall: Even with our PILT payments.

Myra Pancrazio – EVEDA: I did talk to the NMFA and they indicated they will look at the general fund at the county and the PILT payments may push us out of that. We should make sure this would be a 100% grant and not a match.

Commissioner McCall: What if it costs us half?

Commissioner Sanchez: They will not waste time if you don't have a submitted application.

Commissioner McCall: I caution us, it could throw us out of getting any more or further on the northern side. I want us to look at the county as a whole. I don't want to separate, I don't want to segregate. I agree the south is different from the north and south can use the help. I think the north and the east can use the help as well.

Chairman Schwebach: We need to include the other municipalities down the road. I will leave that to the discretion of the grant writer, manager and EVEDA. To make sure we are going to move forward and not cut ourselves down the road. We put emphasis on the south side. It's important we include the northern side and never show signs of division but definitely show our diversity. Then the entire community will capitalize on it.

Wayne Johnson – County Manager: You have a motion on the floor to approve and that would be under the scope of work you mentioned. You need to amend your motion to instruct us on how you want to proceed.

Chairman Schwebach: Commissioner Sanchez will you consider amending your motion? With the concept \$50,000 won't get us across all municipalities, if the county has to pay back 50% then we need to rethink accepting the grant.

Commissioner Sanchez: I offered this scope of work, who will offer the next scope of work?

Chairman Schwebach: You working with the manager, grant writer as well as myself but we need to do this in a timely manner.

Commissioner Sanchez: I would like to get this submitted by March 31st, so we can be on the April meeting agenda. We should approve the application, send it off, we can attach a second scope of work before March 31st. Submit this application with phase 1 and phase 2 scopes of work.

Chairman Schwebach: I would agree with that with the discretion of the manager.

Commissioner McCall: The motion on the table is for this scope of work.

Chairman Schwebach: It would be wise to resend the motion and create a new one.

Mayor Hart – City of Moriarty: Are you going to include the unincorporated areas in the northern part of the county? I don't want an opportunity for me to apply for that grant and it fail because it's listed on someone else's request.

Chairman Schwebach: That is something we need to work through. I assume through EVEDA, you have the answers to direct us on how to make sure we write it. Those are the details we need to make sure we have in place.

Myra Pancrazio – EVEDA: The communities in Torrance County need to update their comprehensive plan. The comprehensive plan is different from the economic development strategic plan. I we do a north and a south, phase 1 and a phase 2, that allows us to strategize with the north and strategize with the south for the economic development plan. They can still go after their comprehensive funding. We are asking for a strategic plan that looks at different sections in two phases. The \$50,000 will not cover both areas. We are not digging deep, we are doing SWOT analysis. We can get each one done for \$50,000. It should not affect the comprehensive plan.

Commissioner Sanchez: For \$50,000 we can include these entities, if the northern part of the county wanted a phase 2, it might take \$150,000, there is a lot in the City of Moriarty. It was my idea to go after a comprehensive plan, I don't think we would be talking about a comprehensive plan if I hadn't said we need to update it. We can put the brakes on the comprehensive plan. Let's do both phases through NMFA now and wait on the comprehensive plan. If we wanted to, we could submit this application by March 31st, get it on the April agenda, we develop a scope of work with the City of Moriarty, and in the interim we submit that application the following month.

Myra Pancrazio – EVEDA: The Torrance County comprehensive plan can wait because we can't do it till we have the economic development portion complete. We are asking for money to update the section of the comprehensive plan.

Commissioner McCall: Both phases will be submitted at the same time.

Brandon Howe – MRCOG: To clarify, you wouldn't be asking for funding for the economic component of the comprehensive plan. Roll the two phases up into the comprehensive plan. That will be the economic development section. You are asking for \$50,000 to develop the transportation, water, land use sections etc.

Wayne Johnson – County Manager: The concept is to ask for \$50,000 to complete phase 1, the scope we have here, we would create a phase 2 scope as soon as possible. Present as an economic development study and ask for an additional \$50,000 for later?

Commissioner Sanchez: Utilize the NMFA funding for two things, you can do 2 in one calendar year, \$50,000 maximum each. One will be the scope of work presented here and the other will be for the other sections of Torrance County. I will support phase 2 when it comes before me.

Wayne Johnson – County Manager: If you put that in the motion now, you would put this into motion to do this as quickly as we can put it together.

Commissioner Sanchez: I resend my previous motion and make a new motion. I make a motion to approve Resolution No. 2019-21 additionally we intend to submit a second scope of work for the northern communities of Torrance County to include the City of Moriarty at the discretion of the County Manager.

Myra Pancrazio – EVEDA: When you are working with these communities is there any tax payer dollars that are going in to fund work with the southern area? If you are going to use tax payers dollars then you need to make a JPA and to have a JPA you need a lead ordinance in acted and Willard doesn't not have a lead ordinance.

Commissioner Sanchez: The only reason this is being looked at, is because one has to spend any money.

Chairman Schwebach: I will second that motion if you are willing to add in this first addition, phase 1 of scope of work and adding the overall plan with this first addition. DFA needs to be visited with to make sure this is the proper form of attack that they see on our entire plan.

Commissioner McCall: Mayra and Cheryl do you think we can get a plan ready tomorrow after the meeting before the 31st?

Myra Pancrazio – EVEDA: Yes, I can work with Moriarty, I know what the needs are for Wagon Wheel and Clines Corners.

Chairman Schwebach: The defining factor is the I-40 corridor community and the rest of the county.

Cheryl Allen – County Grant Coordinator: Having the 2 phases is a great idea, I don't see we have a clear definition of the two different areas yet. Everything would have to be submitted by Wednesday of next week.

Chairman Schwebach: Tomorrow we can make phone calls and get guidance.

Cheri Lujan – East Torrance Soil and Water: You are making this more difficult than it needs to be. We have phases in grants all the time. In the scope of work state phase 1 we are focusing more on the southern portion, we will be submitting another application to do phase 2 which will be northern portion. You are focusing on your priorities. You are allowed 2 applications and they will tell you if there is an issue. I know you don't like having the division of the county but this county has always been divided.

Wayne Johnson – County Manager: We need a general idea for the next scope of work. This application should include language that states phase 2 will include northern communities. If that is in your motion than we will proceed. This Scope of work with additions, notifying NMFA that we intend to include the northern half in our funding request as phase 2.

Commissioner Sanchez: I agree with that. I resend my previous motion and make a new motion. I make a motion to approve Resolution No. 2019-21 with added verbiage of our intent to include the other communities in another scope of work subsequent to application submission. That scope of work will be worked on. We will submit this scope of work at the end of March.

Commissioner McCall: Seconds the motion.

All in favor: MOTION CARRIED

12. APPROVALS

A. COMMISSION: Motion to Approval Letter of Support and Collaboration for Torrance County's application to support the PMS Mountainair Family Health Center and authorize the County Manger to represent the Board of County Commissioners for all submission requirements.

Angie Coburn – Presbyterian Medical Service: We have been partnering with the County for 25 years on the submission of the Rural Primary Healthcare Act (RIFCA). This is a competitive year full proposal. In the past we have submitted for \$80,700, we have a subcontract with the county to provide the day to day services of the clinic. The County gets \$7200 of that. We would like to increase that proposal this year to \$85,700. We would like to purchase a retinavue camera, we have a high population of diabetic clients in the county and it costs \$5,000.

Commissioner Sanchez: Motions to Approval Letter of Support and Collaboration for Torrance County’s application to support the PMS Mountainair Family Health Center and authorize the County Manger to represent the Board of County Commissioners for all submission requirements.

Chairman Schwebach: Seconds the motion.

All in favor: MOTION CARRIED

Angie Coburn – Presbyterian Medical Service Need approval to submit the grant on the county behalf.

Chairman Schwebach: Motions to approve submission on behalf of county.

Commissioner Sanchez: Seconds the motion.

All in favor: MOTION CARRIED

B. Mid-Region Council of Governments Presentation hereto attached

Dewey Cave – MRCOG Executive Director: Torrance County has been a member of MRCOG since our inception. We are a governmental entity that is put together with many members. We have about 42 members that represent the central region, 4 counties, Sandoval, Bernalillo, Torrance and Valencia Counties. We convene on regional issues. We have several programs: transportation planning, Rio metro regional transit district, local government assistance, water planning board, workforce, economic development and agriculture. We also provide Census data, transportation data, as well as agriculture, land and water issues. We are a resource for you. Torrance County has vacancies on the board of directors, executive board, rural transportation board and water resources board. I need an official letter from the Commission appointing board members.

Maida Rubin – Regional Planner: Free Planning Commissioners Workshop will be held May 31, 2019 9am at MRCOG offices. This is for commissioners, elected officials and staff.

No Action Taken – discussion only

C. US CENSUS BUREAU: Presentation of the 2020 Census complete count committee hereto attached

VERONICA ARZATE DE REYES – Partnership Specialist: We want to ensure we are developing partnerships with all the people of the community. As you are aware the Constitution of the United States mandates that we do a population count every 10 years. It’s our civic duty to participate however not everyone fully understands or remembers that participation is essential. My job is to develop this partnership with organizations and elected officials so we can

help disseminate this message to the different rural communities. We do the Census for redistricting, federal funding distribution. The National budget is \$675,000,000,000 that gets distributed on an annual basis. New Mexico receives \$6,000,000,000, out of that it translates to about \$3,000 per person. If an individual is not counted this impacts how New Mexico receives funding for a variety of different programs. Grant writers use the data to determine how many people will be receiving services, money for infrastructure and federal programs. We will be short on services if we don't have the correct number count. We will have 2 offices in New Mexico, one in Albuquerque and the other in Los Curces. In April 2020, in addition to paper and phone you will now be able to complete the questionnaire online. When people use the phone they can request different languages, up to 16 different languages. As we get closer to this campaign, you will see billboards, TV ads, radio, and all the mass media. We are teaming up with counties, towns and cities to form a complete count committee. A complete county committee is when the highest elected officials appoint people to serve as volunteers, they represent different segments of that community. I will set up a training to form the complete county committee and they can help disseminate the message why it's important to participate, how the information is kept safe and secure. Postcards will be sent out informing census will begin March 23, 2020. If people don't respond after reminder postcards we will be sending census workers out door to door as a last resort. With your approval a resolution will need to be passed, I have a template of a resolution from other communities. We can strategize where the county has their own complete count committee or you can unite efforts with another county. **Chairman Schwebach:** You can get with the County Manger Johnson, we can facilitate that. No Action Taken – discussion only

D. COMMISSION: Discussion of Radio Station

Art Swenka – KXNM: Everyone at the radio station is not young anymore. I started looking for succession and figure out a way to move it forward. I have met with 5 or 6 people that had interest in the station but they want to close it here and move it to Albuquerque and not be local anymore. One said they would continue to play the Commission meeting and Planning and Zoning Meeting. I thought maybe we can get the county, schools and towns interested in the station. You have the financials for the first two months of the year. There has been a change, the law use to state, in order for someone to teach technical stuff, you had to be a community college or higher but was taken out of the law this year. This will be easier for public schools to do technical teaching, it is needed in rural areas.

Commissioner Sanchez: I offered to go around and see what kind of interest there might be and what we might be able to build. At the time, the idea was to form a JPA or MOU around the radio station. If we can get some partners, it may be difficult for the county to do this alone. If the radio station is a community owned asset, then we may have an opportunity. When we look for potential partners who might come together to form a JPA, we would have to cover a certain amount in the budget. \$60-75 thousand would be required to make the radio station operational for the first year. That would pay the salary for the manger and sales person. The idea would be to increase gains, how can we look at implementing revenue increasing strategies. We have been able to talk about potential gains in the 30% range. Gains like that will render the station self-sustaining. We need to bring together as many partners as possible. There are other options that the county manager can speak about. I went before the counsel, boards, Mayors of Mountainair,

Willard, Estancia, the 4 land grants and also the Estancia and Moriarty Schools Districts. We didn't talk about any figures, just see if there is interest. I got a positive response. Many members actively listen to the radio station and feel benefit from the programming. We have the potential to partner across many lines. Perhaps the City of Moriarty will be interested as well. I don't know if the county thinks it's a good idea. It will take some time to put this together. We will have to put together rules and regulations, bylaws etc. to get the board functioning. Countless hours have been put into the radio station and money invested into it as well. It would be disappointing to lose that as an asset after all the work put into it. You have information in your packet. Santa Rosa has a radio station.

Chairman Schwebach: Is Santa Rosa's radio station privately owned?

Art Swenka – KXNM: It is operated by KANW out of Albuquerque, KANW is owned by Albuquerque Public Schools.

Chairman Schwebach: The concept is to mirror something like that. The county doesn't need to get into the business of subsidizing a radio station, I'm assuming the radio station has been self-sufficient?

Art Swenka – KXNM: The person that has their resume in the packet has been working at the station and training to become manager. We can start him off at \$25,000 he will do the duties he is doing today plus take over as manager. The other person there, puts everything in the machine to play 24 hours a day. She can take over the accounting part of the business. The sales person would work on straight commission as a contract employee. That would make the expense to be around \$30,000 except the county would need to add benefits if the employees become county employees. I think the station could be more profitable than it is today.

Wayne Johnson – County Manger: The bigger issue is how the structure is set up, is it a public entity if it's housed, if the employees become county employees, then we have issues of PERA, mileage, per diem etc. A JPA doesn't absolve you from that because you are still a public entity. We would need to find a structure that works that minimizes the cost to the county. You want to focus on hiring employees to run a radio station, when we need employees to run EMS. Doesn't mean it's not doable but there is a lot more to be discussed. There are a lot of options. We are supporting the radio station at \$15,000 a year. I want to minimize the risk and cost to the county.

Myra Pancrazio – EVEDA: We did have a wind farm that showed interest, the issue is we don't want to get into that because we still have IRB and all kinds of stuff and we don't want to muddy the waters. They are out there and willing to do this. You probably need to meet with the Town of Edgewood and City of Moriarty where there are the biggest advertisers. The City of Moriarty and the Moriarty/Edgewood School District are working with a campus for a secondary education that are interested in this. They would go into the schools have a communication media class. There is private funding out there but it's not currently available.

Chairman Schwebach: I think the County needs to look into this more. I agree we have spent a lot of county dollars on it when we have more pressing needs. We can devote some manpower to discuss other options. The ultimate goal is to be self-sustaining. We will direct the County Manager to look into this more.

No Action Taken – discussion only

14. EXECUTIVE SESSION - None

15. Announcement of the next Board of County Commissioners Meeting:

The next meeting of the Torrance County Board of Commissions will be held April 10, 2019 in the Commission Chambers pf the Torrance County Administrative Building.

16. Signing of Official Documents

**Adjourn*

Chairman Schwebach: Motions to adjourn Commission Meeting

Commissioner Sanchez: Seconds the motion.

All in favor: MOTION CARRIED

Meeting adjourned at 12:39 PM

Ryan Schwebach – Chairman

Genell Morris – Administrative Assistant

Date

The Video of this meeting can be viewed in its entirety on the Torrance County NM website. Audio discs of this meeting can be purchased in the Torrance County Clerk's Office and the audio of this meeting will be aired on out local radio station KXNM.



*Agenda Item
No. 9-A*

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**TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. R 2019-**

ACKNOWLEDGEMENT AND ACCEPTANCE OF FISCAL 2018 AUDIT REPORT

WHEREAS, Hinkle and Landers, CPA presented the Torrance County Independent Auditors Report and Financial Statements March 27th, at the Torrance County Commission's regularly scheduled administrative meeting pursuant to NMSA (1978) Section 2.2.2.10M(4);and

WHEREAS, the State of New Mexico Department of Finance Administration requires a "copy of the governing body's resolution acknowledging and accepting the Fiscal Year 2018 audit findings and management's responses for correcting the findings".

NOW, THEREFORE BE IT RESOLVED:

The Torrance County Commission does hereby acknowledge and accept the Fiscal Year 2018 findings and management responses.

DONE THIS 10th DAY OF APRIL, 2019.

APPROVED AS TO FORM ONLY:

BOARD OF COUNTY COMMISSIONERS

County Attorney Date

Ryan Schwebach, Chair

Kevin McCall, Member

Javier Sanchez, Member

ATTEST:

Linda Jaramillo, County Clerk

Date: _____



*Agenda Item
No. 9-B*

C E R T I F I C A T I O N

TOTAL CHECKS PRINTED 74

THE UNDERSIGNED MEMBERS OF THE TORRANCE COUNTY BOARD OF COMMISSIONERS DO CERTIFY THAT THE CLAIMS ENUMERATED ABOVE WERE APPROVED ALLOWED & DO AUTHORIZE THE WARRANTS AGAINST THE FUNDS OF TORRANCE COUNTY FOR THE SUM OF 128,096.06 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 04/04/2019 . WE CERTIFY THAT THE WITHIN NAMED PERSONS ARE LEGALLY ENTITLED UNDER THE CONSTITUTION OF THE STATUTES OF NEW MEXICO TO RECEIVE THE COMPENSATION STATED HEREIN. THAT THE SERVICES HAVE BEEN PERFORMED AS STATED IN THE ACCOUNTS HEREIN, THAT THEY ARE NECESSARY AND PROPER, THAT THIS VOUCHER HAS BEEN EXAMINED, THAT THE AMOUNTS CLAIMED ARE JUST, REASONABLE, AND AS AGREED AND THAT NO PART HAS BEEN PAID BY TORRANCE COUNTY.

SIGNED

ATTEST BY

Kevin McCall

Javier Sanchez

Ryan Schwebach

Linda Jaramillo

THE UNDERSIGNED COUNTY TREASURER DOES HEREBY CERTIFY THAT SUFFICIENT FUNDS EXIST FOR THESE ACCOUNTS PAYABLE CHECKS TO BE ISSUED ON THIS DATE AND DOES HEREBY AUTHORIZE THE FINANCE DEPARTMENT TO PROCESS THESE CHECKS.

Tracy L. Sedillo

DEBITS

CREDITS

** GRAND TOTAL ** 128,096.06

**TOTAL GENERAL FUND 54,516.40

**DEPT
 401-05-2206 COUNTY COMMISSION 21,835.76
 401-05-2207 POSTAGE 10,692.30
 401-05-2208 TELECOMMUNICATIONS 1,033.14
 401-05-2270 ELECTRICITY 1,308.73
 401-05-2272 REFUNDS 33.94
 PROFESSIONAL SERVICES 8,767.65

**DEPT
 401-08-2202 PLANNING & ZONING 743.43
 401-08-2203 VEHICLE FUEL 27.09
 401-08-2207 MAINTENANCE CONTRACTS 347.08
 401-08-2218 TELECOMMUNICATIONS 228.23
 401-08-2221 EQUIPMENT MAINTENANCE/REPAIR 68.33
 PRINTING/PUBLISHING/ADVERTISING 72.70

**DEPT
 401-10-2201 COUNTY MANAGER 449.66
 401-10-2207 VEHICLE MAINTENANCE/REPAIR 256.74
 TELECOMMUNICATIONS 192.92

**DEPT
 401-15-2207 ADMINISTRATIVE OFFICES MAINTENANCE 3,761.54
 401-15-2208 TELECOMMUNICATIONS 401.54
 401-15-2215 ELECTRICITY 2,285.25
 401-15-2218 BUILDING MAINTENANCE/REPAIR 624.75
 EQUIPMENT MAINTENANCE/REPAIR 450.00

**DEPT
 401-16-2208 JUDICIAL COMPLEX MAINTENANCE 3,071.67
 401-16-2215 ELECTRICITY 2,470.05
 401-16-2218 BUILDING MAINTENANCE/REPAIR 372.62
 EQUIPMENT MAINTENANCE/REPAIR 229.00

**DEPT
 401-20-2205 COUNTY CLERK 1,050.66
 401-20-2207 MILEAGE/PER DIEM 196.00
 401-20-2219 TELECOMMUNICATIONS 366.03
 OFFICE SUPPLIES 488.63

**DEPT
 401-21-2221 ELECTIONS 72.03
 401-21-2308 PRINTING/PUBLISHING/ADVERTISING 27.26
 VOTING MACHINE STORAGE 44.77

**DEPT
 401-24-2208 HEALTH DEPT BLDG MAINTENANCE 187.57
 ELECTRICITY 187.57

**DEPT
 401-30-2205 COUNTY TREASURER 814.58
 401-30-2207 MILEAGE/PER DIEM 145.60
 TELECOMMUNICATIONS 668.98

**DEPT
 401-40-2102 COUNTY ASSESSOR 280.72
 401-40-2207 FULL TIME SALARIES 223.44
 TELECOMMUNICATIONS 57.28

**DEPT
 401-50-2201 COUNTY SHERIFF 6,260.57
 401-50-2202 VEHICLE MAINTENANCE/REPAIR 1,142.25
 401-50-2203 VEHICLE FUEL 1,304.96
 401-50-2207 MAINTENANCE CONTRACTS 192.38
 401-50-2207 TELECOMMUNICATIONS 1,609.55

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	107039	AIRGAS USA LLC	DIST 2VSD CYLINDER RENTAL FEE	406-91-2230	1832119	03/20/2019		111.51
	111.51		JAN-19 INVOICE #9959526637					
	03/21/2019		ACCT #2159858					

STATE FIRE ALLOTMENT 111.51

01 R	107040	ARTESIA FIRE EQUIPMENT INC	AERIAL 7		2032119			33528
	246.00		HALE VPS CONTROL VALVE	405-91-2248				246.00
	03/21/2019		INVOICE #67068					

STATE FIRE ALLOTMENT 246.00

01 R	107041	AT & T MOBILITY LLC	PHONE BILL 505-705-0053	401-20-2207	131519	03/12/2019		173.11
	5776.78		LINDA JARAMILLO COUNTY CLERK					
	03/21/2019		ACCT #287289563904					

			SHERIFF MOBILE PHONES	401-50-2207	/	/		1306.39
			COMMISSION MOBILE PHONES	401-05-2207	/	/		375.08
			OPERATIONS MOBILE PHONES	401-05-2207	/	/		37.94
			CPO MOBILE PHONES	401-05-2207	/	/		77.67
			EMERGENCY MANAGEMENT MOBILE PHONES	604-83-2207	/	/		59.08
			FIRE ADMIN MOBILE PHONES	413-91-2207	/	/		119.33
			ROAD MOBILE PHONES	402-60-2207	/	/		45.30
			MAINTENANCE MOBILE PHONES	401-15-2207	/	/		346.42
			HR MOBILE PHONES	401-05-2207	/	/		173.40
			P&Z STEVE GUETSCHOW	401-08-2207	/	/		173.11
			P&Z DAN DECOSTA	685-08-2207	/	/		173.11
			ANIMAL SERVICES MOBILE PHONES	401-82-2207	/	/		692.42
			911/DISPATCH MOBILE PHONES	911-80-2207	/	/		476.29
			COMMUNITY MONITOR MOBILE PHONES	420-73-2207	/	/		16.27
			TCPO MOBILE PHONES	629-49-2207	/	/		534.74
			TREASURER MOBILE PHONES	401-30-2207	/	/		448.50
			COUNTY MANAGER MOBILE PHONES	401-05-2207	/	/		176.13
			ASSESSOR MOBILE PHONE	610-40-2207	/	/		356.22
			DWI MOBILE PHONES	420-73-2207	/	/		16.27

COUNTY CLERK	173.11	COUNTY SHERIFF	1306.39	COUNTY COMMISSION	840.22			
COMMUNICATIONS/EMS TAX	59.08	STATE FIRE ALLOTMENT	119.33	COUNTY ROAD DEPARTMENT	45.30			
ADMINISTRATIVE OFFICES	346.42	PLANNING & ZONING	346.22	ANIMAL SHELTER	692.42			
911-DISPATCH CENTER	476.29	COMMUNITY MONITORING	32.54	HOME VISITING GRANT FY	534.74			
COUNTY TREASURER	448.50	COUNTY ASSESSOR	356.22					

01 O	107042	AUTOZONE INC.	BATTERIES, WIPER BLADES, WASHER FLUID, AND VEHICLE MAINTENANCE.	401-50-2201	5032119	03/21/2019		33223
	1142.25		DECEMBER 2018.					33223
	03/21/2019		2248091658 PRIMER MAT ROL CONS-PICUTITY PRIMER SELF ETCH CONTOUR SEALED ID LIGHT RUST NEUTRALIZER CONSPICUTITY TAPE TIGHT SPOT					33223
			2248092487 BATTERY 2248095685					
			LADDER TOW ROPE 2248078807					
			BATTERY 2248079981 BATTERY					
			2248083561 OIL FILTER ENGINE					
			DEGREASER TOWELS LATEX DIAMOND 2					
			IN 1 INTERIOR DETA GARAGE BOSS					
			WD40 STP GLASS CLEANER ABSORBBER					
			XL 2248098092 POWER SERVICE DSL					
			FUEL TOW STRAPS 2248086488					

BATTERY 2248090247 MAPPRO TORCH
PLIERS AEROSOL STOP TAIL TURN

CK# DATE Name Description Line Item Invoice # DATE PO # Amount

COUNTY SHERIFF 1142.25 PAINT DEICER

01 O 107043 BARBLA, JANICE TRAVEL TO ALBUQUERQUE NM 401-30-2205 432119 03/20/2019 145.60
 03/21/2019 NM EDGE CLASSES

COUNTY TREASURER 145.60

01 R 107044 CENTRAL NM ELECTRIC COOP. ACCT#404536900,404571500, 412-53-2208 3132119 03/21/2019 175.49
 6427.09 404572200,404572300,8880064700
 03/21/2019 MONTHLY ELECTRIC BILLING 401-15-2208 3632119 03/21/2019 2279.03
 404273000/COURTHOUSE 401-15-2208 / / 6.22
 404273700/COURTHOUSE 401-15-2208 / / 187.57
 404492801/HEALTH DEPT 401-24-2208 / / 546.46
 MONTHLY ELECTRIC BILLING 401-05-2208 3733119 03/21/2019 431.26
 205707901/MOUNTAINAIR SENIOR 401-05-2208 / / 331.01
 CENTER 401451201/MORIARTY SENIOR 401-05-2208 / /
 CENTER 8880109702/ESTANCIA SENIOR CENTER
 MONTHLY ELECTRIC BILLING 401-16-2208 3832119 03/21/2019 2470.05
 JUDICIAL COMPLEX ACCT # 8880179001

COUNTY FAIR 175.49 ADMINISTRATIVE OFFICES 2285.25 HEALTH DEPT BLDG MAINT 187.57
 COUNTY COMMISSION 1308.73 JUDICIAL COMPLEX MAINT 2470.05

01 R 107045 CHAVEZ, SYLVIA TRAVEL TO ALBUQUERQUE NM 401-20-2205 3432119 03/21/2019 196.00
 196.00 NM EDGE CLASSES

COUNTY CLERK 196.00

01 R 107046 COMPUTER CORNER INC MICROSOFT SURFACE PRO 401-65-2218 4532119 03/21/2019 33550 237.98
 405.93 TYPE COVER/KEYBOARD 33550
 MICROSOFT SURFACE 65W 401-65-2218 / / 116.98
 POWER SUPPLY 33550
 CASE LOGIC INT111 CASE 401-65-2218 / / 33550
 INVOICE #172294 ACCT #2464732

03/21/2019

INFORMATION TECHNOLOGY 405.93

01 R 107047 FIRST VETERINARY SUPPLY BOTTLES KEPTAJECT 401-82-2115 2932119 03/21/2019 33411 16.50
 956.16 FATAL PLDS 401-82-2115 / / 33411
 BOXES NOBIVAC 5 WAY VACCINATIONS 401-82-2115 / / 233.90
 BOXES NOBIVAC INTRATEC 3 VACCIN. 401-82-2115 / / 33411
 BOTTLES PANACUR DEWORMER 401-82-2115 / / 255.00
 INVOICE #XXX064,XT4619,XT4620 33411 233.54
 XT4621 ACCT #GW384

03/21/2019

ANIMAL SHELTER 956.16

01 R 107048 HERNANDEZ, KATHYRN TRAVEL TO ALBUQUERQUE NM 401-55-2205 2332119 03/20/2019 264.36
 264.36 NM EDGE

03/21/2019

FINANCE DEPARTMENT 264.36

CK# 5723.84 DATE Name Description Line Item Invoice # DATE PO # Amount

03/21/2019 2017-18 PROTESTS OF VALUE OF PRIVATE PRISON/CORE CIVIC MILEAGE HAMPTON INN, WICHITA FALLS, TX COMFORT INN, EDGEWOOD NM

COUNTY COMMISSION 5723.84
 01 O 107050 HONSTEIN OIL CO. 600-06-2202 232119 03/20/2019 42.80
 10357.50 ZZZ251 ACCT #TCMANA
 03/21/2019 FUEL FOR MARCH 2019 INVOICE # 401-50-2202 532119 03/20/2019 196.83
 FUEL SHERIFFS INVOICE #ZZZ248 ACCT #3864
 SHERIFF FUEL INVOICE #ZZZ247 401-50-2202 632119 03/20/2019 209.52
 ACCT #3864
 INVOICE #ZZZ249 ACCT #3864 401-50-2202 832119 03/20/2019 306.37
 SHERIFF FUEL
 INVOICE #ZZZ250 ACCT #3864 401-50-2202 932119 03/20/2019 592.24
 SHERIFF FUEL
 FUEL ACCT#TCROAD 402-60-2202 3332119 03/21/2019 8984.94
 FUEL CHARGES THROUGH 2/28/2019 610-40-2202 4332119 03/21/2019 24.80
 FOR ASSESSOR FLEET UNIT A04
 INVOICE #ZZZ250 ACCT #TCASS

ISK MANAGEMENT 42.80 COUNTY SHERIFF 1304.96 COUNTY ROAD DEPARTMENT 8984.94
 COUNTY ASSESSOR 24.80

01 R 107051 HYDRO RESOLUTIONS LLC 650-71-2272 3232119 03/21/2019 4914.51
 03/21/2019 INVOICE #19-12-05
 QUARTERLY MONITORING REPORT, RUN
 EXPENSES REPORT AND FEBRUARY
 MEETING QUARTERLY MONITORING
 REPORT, RUN EXPENSES EQUIPMENT
 EVALUATION INW GAGE NMGR

AFTER BOARD 4914.51

01 R 107052 KAUFMANS WEST LLC 401-50-2236 2832119 03/21/2019 33313
 1139.08 PANTS, SHIRTS, DUTY EQUIPMENT,
 AND UNIFORM NEEDS.
 JANUARY 2019.
 2296S POLOS;PANTS;TIE;STARS;TIE
 BAR 2417S POLOS;CLASS A SHIRT;
 CLASS A PANTS;JACKET;SUNGGLASSES;
 PANT HEMS;PATCH SEM;JACKET SEM;
 SLEEVE TAPER; 2326S EMS PANTS;
 POLOS;PANTS

COUNTY SHERIFF 1139.08

01 R 107053 LEAF CAPITAL FUNDING LLC 610-40-2203 2132119 03/20/2019 402.43
 402.43 HP DESIGN JET T3500PS COPPER/
 PLOTTER SYSTEM TAX ON THE
 MACHINE 3/11/2019 TO 4/5/2019
 INVOICE #9168360 ACCT#100-
 4624929-001

COUNTY ASSESSOR 402.43

01 R 107054 MHQ OF NEW MEXICO 401-10-2201 4632119 03/21/2019 33566
 256.74 12"x12" REFLECTIVE DOOR EMBLEMS
 GRAPHICS REMOVAL - OLD LOGO 401-10-2201 / / 33566
 03/21/2019 GRAPHICS INSTALLATION 401-10-2201 / / 33566

TAX
INVOICE #8555

401-10-2201

/
/

33566

18.74

CK# DATE Name Description Line Item Invoice # DATE PO # Amount

COUNTY MANAGER 256.74

01 R 107055 NEXTIVA INC 610-40-2207 3532119 03/21/2019 330.72
 1956.63
 03/21/2019

ASSESSOR PHONE 401-20-2207 192.92
 CLERK PHONE 401-10-2207 192.92
 MANAGER PHONE 401-10-2207 110.24
 FINANCE PHONE 401-55-2207 55.12
 MAINTENANCE PHONE 401-15-2207 82.68
 COMMISSION PHONE 401-05-2207 55.12
 P&Z PHONE 401-08-2207 27.56
 CODE ENFORCEMENT PHONE 685-08-2207 27.56
 DMT PHONE 605-13-2207 27.55
 IT PHONE 401-65-2207 27.56
 ROAD PHONE 402-60-2207 55.12
 PROBATE PHONE 401-90-2207 27.56
 ASSESSOR PHONE RUBEN 401-90-2207 27.56
 SHERIFF PHONE 675-07-2207 303.16
 COMMUNITY MONITOR PHONE 401-50-2207 27.55
 TREASURER PHONE 420-73-2207 220.48
 TCPO 401-30-2207 27.56
 EXTENSION PHONE 690-09-2207 55.00
 CIVIL DEFENSE PHONE 401-05-2207 110.24
 604-83-2207 27.56

COUNTY ASSESSOR 330.72
 FINANCE DEPARTMENT 110.24
 PLANNING & ZONING 82.68
 COUNTY ROAD DEPARTMENT 55.12
 COUNTY SHERIFF 303.16
 MIND PILOT 55.00

01 R 107056 NM EMS BUREAU 1932119 33477 30.00
 03/21/2019
 EMT-B LICENSE RENEWAL-A. ORIO 33477
 EMT-B LICENSE RENEWAL-M. TRAMMELL 33477
 EMT-P LICENSE RENEWAL-L. GARY 33477
 INVOICE #EMSD02181963

STATE FIRE ALLOTMENT 30.00
 COUNTY CLERK 192.92
 COUNTY MANAGER 192.92
 ADMINISTRATIVE OFFICES 55.12
 DMI DISTRIBUTION GRANT 27.55
 PROBATE JUDGE 27.56
 COMMUNITY MONITORING 27.56
 COMMUNICATIONS/EMS TAX 27.56
 COUNTY COMMISSION 27.56
 INFORMATION TECHNOLOGY 27.56
 RURAL ADDRESSING 27.56
 COUNTY TREASURER 220.48

01 R 107057 NMDOH - EMS BUREAU 2732119 03/21/2019 33540 100.00
 100.00
 03/21/2019
 YEARLY CERTIFICATION FOR 33540
 EMERGENCY MEDICAL DISPATCH 33540
 CENTER TORRANCE COUNTY 33540

911-DISPATCH CENTER 100.00
 01 R 107058 NMSU, REGENTS OF 2532119 03/21/2019 32715 45.00
 45.00
 03/21/2019
 (5) DECAPITATIONS FOR RABIDS 32715
 ACCT#G935 CASE#1906636 (036-2-19)

ANIMAL SHELTER 45.00
 01 R 107059 QWEST CORPORATION 1332119 03/20/2019 304.09
 304.09
 03/21/2019
 MONTHLY CHARGES ACCT #505-384- 408-91-2207 304.09
 2810 154B ACCT #505-832-4911
 598B FEBRUARY 28,2019 TO MARCH 27,2019

STATE FIRE ALLOTMENT 304.09
 QWEST CORPORATION 418-91-2207 1431419 03/20/2019 230.46
 MONTHLY CHARGES DIST 6VFD
 FEBRUARY 28,2019 TO MARCH 27,

01 R 107060 QWEST CORPORATION 418-91-2207 1431419 03/20/2019 230.46
 230.46

MONTHLY CHARGES DIST 6VFD
 FEBRUARY 28,2019 TO MARCH 27,

MONTHLY CHARGES DIST 6VFD
 FEBRUARY 28,2019 TO MARCH 27,

MONTHLY CHARGES DIST 6VFD
 FEBRUARY 28,2019 TO MARCH 27,

MONTHLY CHARGES DIST 6VFD
 FEBRUARY 28,2019 TO MARCH 27,

03/21/2019

STATE FIRE ALLOTMENT

230.46

2019 ACCT #505-384-0048 901B

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	107069	SAMBA HOLDINGS, INC.	DRIVERS LICENSE MONITORING FY19	401-05-2272	4932119	03/21/2019	32818	209.28
	209.28		TAXES FEES INVOICE #130960					
	03/21/2019		ACCT #3632					

COUNTY COMMISSION 209.28								
01 O	107070	SCHOOL'S IN, LLC.	CASSIDA 6600 SERIES BILL COUNTER	609-30-2219	4232119	03/21/2019	33491	560.00
	593.67		SHIPPING	609-30-2219		/ /	33491	33.67
	03/21/2019		CASSIDA 6600 SERIES BILL COUNTER					
			SHIPPING INVOICE #W204082					

COUNTY TREASURER 593.67								
01 R	107071	SIRCHE FINGERPRINT LABORATORISLAMENT FINGERPRINT KITS,	REVERSIBLE SCALE, CAP-SHURE	410-50-2222	332119	03/20/2019	33402	475.03
	475.03		STERILE SWABS, STERILE WATER				33402	
	03/21/2019		PIPETTES, BUCCAL SWAB KITS.				33402	
			0387443-IN 0383906-IN ACCT #00-					
			C87016					

COUNTY SHERIFF 475.03								
01 O	107072	STAPLES BUSINESS ADVANTAGE	BUSH 3 DRAWER FILE CABINET, PINK	401-20-2219	1032119	03/20/2019	33383	355.70
	355.70		COPY PAPER, BRIGHT AIR FRESHENER				33383	
	03/21/2019		STAPLER'S, STAPLES, AND STICKY				33383	
			NOTES.					
			INVOICE #3403337076/3403129517					
			ACCT #394849					

COUNTY CLERK 355.70								
01 O	107073	STAPLES BUSINESS ADVANTAGE	LOGITECH WIRELESS MOUSE FELLOWS	401-20-2219	1132119	03/20/2019	33490	132.93
	132.93		GEL MOUSE PAD BRIGHT AIR				33490	
	03/21/2019		FRESHNER				33490	
			INVOICE #3405115756					
			ACCT #394849					

COUNTY CLERK 132.93								
01 O	107074	STAPLES BUSINESS ADVANTAGE	BINDERS, POCKET ENVELOPES,	609-30-2219	1232119	03/20/2019	33554	266.86
	266.86		DIVIDER TABS, EXPANDING POCKET,				33554	
	03/21/2019		FILE & TZ TAPE FOR LABEL MACHINE				33554	
			INVOICE #3407247284,3407247286					
			3407309638 ACCT #394849					

COUNTY TREASURER 266.86								
01 O	107075	STAPLES BUSINESS ADVANTAGE	WALL CALENDARS	401-82-2219	3932119	03/21/2019	33412	23.02
	568.67		FLOOR LAMP	401-82-2219		/ /	33412	71.98
	03/21/2019		BOX SHARPIES	401-82-2219		/ /	33412	5.51
			FILE ORGANIZER	401-82-2219		/ /	33412	9.38
			WALL FILE ORGANIZER	401-82-2219		/ /	33412	15.75
			ORGANIZER CUBE	401-82-2219		/ /	33412	11.79
			PACKAGES INK	401-82-2219		/ /	33412	370.96
			3LT FLOOR LAMP W/ SCALLOP SHADE	401-82-2219		/ /	33412	60.28
			INVOICE #3403266215,3404422919					
			ACCT #394849 #3404422919:2 FLOOR					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	107076	TWO GUNZ CUSTOMZ & HYDROGRAPHICRUSH 2-2	DIAGNOSTIC AND REPAIR TO EMERGENCY LIGHTING (ELECTRICAL WORK)	406-91-2201	4832119	/ /	33597	2295.00
	2490.50		INSTALLATION OF KILL SWITCH TO REAR ACCESSORIES AND EMERGENCY LIGHTING	406-91-2201		/ /	33597	195.50
	03/21/2019		VERBAL APPROVAL BY NOAH SEDILLO				33597	
			TMP-022019 INVOICE #1491				33597	

STATE FIRE ALLOTMENT	2490.50							
01 R	107077	WAGNER EQUIPMENT CO.	MAINTENANCE ON BLADES	402-60-2244	2632119	03/21/2019	33385	1467.22
	1467.22		MAINTENANCE FOR G7 CAT					
	03/21/2019		MAINTENANCE ON G 1 CAT					
			MAINTENANCE ON G8 CAT					
			MAINTENANCE ON G2 CAT ACCT					
			ACCT #88034					

COUNTY ROAD DEPARTMENT	1467.22							
01 O	107078	UNIQUE GLASS & MIRROR	REPLACE WINDOWS AT TORRANCE	401-15-2215	7612518	12/05/2018	32992	389.75
	762.37		COUNTY ADMINISTRATIVE BUILDING					
	03/25/2019		INVOICE #701					
			REPLACE WINDOW AT JUDICIAL	401-16-2215	7712518	12/05/2018	33155	372.62
			INVOICE #702					

ADMINISTRATIVE OFFICERS	389.75	JUDICIAL COMPLEX MAINT	372.62					
01 O	107079	LONG AMANDA	REFUND CHECK FROM AFLAC	401-05-2270	132519	03/25/2019		33.94
	33.94		EMPLOYEE WAS GETTING MORE					
	03/25/2019		TAKEN OUT OF PAY					

COUNTY COMMISSION	33.94							
01 O	107085	U.S. POSTMASTER	POSTAGE FOR 2019 NOTICE OF VALUATION MATTERS USPS PERMIT #12	401-05-2206	4432819	04/01/2019		9687.30
	9687.30							
	04/01/2019							

COUNTY COMMISSION	9687.30							
01 O	107086	ADVANCED COMMUNICATIONS & NMO CONNECTOR/ANTENNA CABLE REPAIR	INVOICE #181942	401-08-2218	3932819	03/28/2019	33356	68.33
	68.33							
	04/01/2019							

PLANNING & ZONING	68.33							
01 O	107087	AMBITIONS TECHNOLOGY GROUP LLC	3/1/19 TOTAL TAXES INVOICE #7577	401-65-2203	132819	03/27/2019		4660.20
	12573.91		MAINTENANCE CONTRACT 01/01/19-02/01/19 TOTAL TAXES INVOICE #7576	401-65-2203	532819	03/27/2019		7219.53
	04/01/2019							

TREASURER	609-30-2218	2632819	03/28/2019	33368	231.40
ASSESSOR	610-40-2218	/ /	/ /	33368	231.39
CLERK	612-20-2617	/ /	/ /	33368	231.39
INCLUDES				33368	

INVOICE #7575

INFORMATION TECHNOLOGY 11879.73

COUNTY TREASURER

231.40

COUNTY ASSESSOR

231.39

CK# DATE Name Description Line Item Invoice # DATE PO # Amount

COUNTY CLERK 231.39

01 O 107088 BENNALILLO CTY JUVENILE DETENTIFEBRUARY 2019 HOUSING 420-72-2172 3332819 03/28/2019 4620.00
4750.57 FEBRUARY 2019 MEDICAL 420-72-2173 / / 130.57
04/01/2019 INVOICE #555971
ACCT #244000024

JUVENILE INMATE CARE 4750.57

01 O 107089 BINGHAM PLUMBING 401-15-2228 1632819 03/27/2019 33586 450.00
450.00 REPLACE GAS VALVE CONTROL ON WATER HEATER AT ADMIN
04/01/2019 INVOICE #965726

ADMINISTRATIVE OFFICES 450.00

01 O 107090 BRASIER ASPHALT, INC. 402-60-2256 3932819 03/28/2019 33553 1400.00
1400.00 BAGS OF PATCH VARIOUS CHIP SEAL ROADS
04/01/2019 COLD PATCH INVOICE #2707

COUNTY ROAD DEPARTMENT 1400.00

01 O 107091 CENTRAL NM ELECTRIC COOP. 911-80-2208 732819 03/27/2019 163.76
636.59 ELECTRIC BILL MAR-19
04/01/2019 CAPILLA PEAK METER 44481
ACCT #8880281300
DISPATCH ELECTRIC BILL
MAR-19 METER 24594 ACCT #
19705500
DISPATCH CENTER MAR-19
METER 36966 ACCT #8880581500
MONTHLY BILL ACCT #8880084401
FOR THE MONTH OF FEBRUARY
VOTING MACHINE WAREHOUSE
ACCT#8880529300

911-DISPATCH CENTER 400.11 ANIMAL SHELTER 251.71 ELECTIONS 44.77

01 O 107092 COMPUTER CORNER INC 401-82-2219 4132819 03/28/2019 33634 80.90
80.90 HOUR OF COMPUTER REPAIR
04/01/2019 INVOICE #172636

ANIMAL SHELTER 80.90

01 O 107093 DOCUMENT SOLUTIONS INC 401-50-2203 3232819 03/28/2019 192.38
192.38 2/8/19-3/7/19 OVERAGE CHARGES
04/01/2019 INVOICE #IN117911 ACCT #ALS615

COUNTY SHERIFF 192.38

01 O 107094 DT AUTOMOTIVE 685-08-2201 2532819 03/28/2019 33591 60.00
60.00 OIL CHANGE ON F-150
04/01/2019 PLANNING & ZONING
GENERAL INSPECTION CHECK AND
FILL FLUIDS INVOICE #128

PLANNING & ZONING 60.00

01 O 107095 FALCON INDUSTRIES, INC. 401-50-2231 3132819 03/28/2019 33587 40.35
40.35 SLING LOOP (MOSSBERG)
04/01/2019 SLING 1 - SINGLE POINT TACTICAL
SLING ERGO SLING LOOP MOSSBERG

INVOICE #98740 500/950
AMIDEXTROUS LAW ENFORCEMENT

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
COUNTY SHERIFF								
			DISCOUNT INVOICE #98740					
01 0	107096	GALLS LLC	PAS ALCOHOL DETECTION FLASHLIGHT SHIPPING	605-13-2248	632819	03/27/2019	33562	1115.98
	1165.98		INVOICE #12163370 ACCT #3736813			/ /		50.00
04/01/2019								
DWM DISTRIBUTION GRANT 1165.98								
=====								
01 0	107097	GUSTIN ELECTRIC	REPLACE LIGHT FIXTURE IN OLD SHERIFF OFFICE	401-15-2215	4032819	03/28/2019	33549	150.00
	150.00		INVOICE #4618					
04/01/2019								
ADMINISTRATIVE OFFICES 150.00								
=====								
01 0	107098	HONSTEIN OIL CO.	3/6/19 FUEL	685-08-2202	1332819	03/27/2019		50.86
	235.39		3/12/19 FUEL	685-08-2202		/ /		42.60
			3/11/19 FUEL	401-08-2202		/ /		27.09
			INVOICE #ZZ251 ACCT #3873					
			VEHICLE FUEL INV#ZZ2251	401-82-2202	1432819	03/27/2019		114.84
			ACCT#2445/TCANISHEL					
04/01/2019								
PLANNING & ZONING 120.55 ANIMAL SHELTER 114.84								
=====								
01 0	107099	HORIZONS OF NEW MEXICO	DESTRUCTION AND TRANSPORT OF SHREDDING OF DOCUMENTS	612-20-2203	3632819	03/28/2019	32847	14.15
	14.15		INVOICE # SINW018631					
04/01/2019								
ACCT #50001010								
=====								
COUNTY CLERK 14.15								
=====								
01 0	107100	INDEPENDENT NEWS LLC	PUBLIC NOTICE FOR LETTERS OF INTEREST ESTANCIA BASIN WATER	401-08-2221	2332819	03/28/2019	33512	43.62
	99.96		PLANNING COMM.					
			2 EDITION RUN (2/22 & 3/1)					
			TMP# 021919					
			EBWPC PUBLIC NOTICE BD MEMBERS					
			2/22/19 EDITION 81707 EBWPC					
			PUBLIC NOTICE BD MEMBERS 3/1/19					
			EDITION 81762 INVOICE #81707 & 81762					
			PUBLIC NOTICE FOR MARCH 13	401-08-2221	2432819	03/28/2019	33511	29.08
			PUBLIC HEARING					
			PACIFIC WIND - AVENGRID					
			2 EDITION RUN (2/22 & 3/1)					
			INVOICE #817708 & 81761					
			RESULTS PUBLISHED FOR VAUGHN	401-21-2221	3532819	03/28/2019		27.26
			SPECIAL ELECTION INVOICE #81,766					
04/01/2019								
PLANNING & ZONING 72.70 ELECTIONS 27.26								
=====								
01 0	107101	JUNIOR'S TIRE & AUTO PARTS INC.	245/70 10 PLY TIRES	685-08-2201	1132819	03/27/2019	33154	636.00
	636.00		MOUNT AND BALANCE					
			2012 F-150 UNIT PZ-3					
			INVOICE #176963 TIRES P-Z 3					
04/01/2019								
PLANNING & ZONING 636.00								

01 O 107102

LUCERO, JESUS

REFUND CHECK FROM APFAC

401-40-2102

232819 03/28/2019

223.44

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
223.44	04/01/2019		EMPLOYEE WAS GETTING MORE TAKEN OUT OF PAY					
COUNTY ASSESSOR 223.44								
01 O	107103	MARLIN BUSINESS BANK	LEASE PAYMENT SCAN PRO 1100	612-20-2203	3432819	03/28/2019		266.36
			INVOICE #16786690 ACCT #1489142					
	04/01/2019							
COUNTY CLERK 266.36								
01 O	107104	MELLOY CHEVROLET	(2) 2019 CHEVROLET SILVERADO	411-92-2618	2132819	03/27/2019		32648
			2019 CHEVROLET SILVERADO 2500					31094.00
			CREW CAB 4X4 (WHITE) LONG BED					
			NM STATE PRICE AGREEMENT					
			#70-0000-16-00002 INVOICE #					
			FC 19152					
	04/01/2019							
1/4% FIRE EXCISE TAX 31094.00								
01 O	107105	MID-REGION COUNCIL OF GOVERNMENTS	REGCOG FISCAL AGENT AGREEMENT	401-05-2272	432819	03/27/2019		129.84
			WORK PERFORMED FROM FEBRUARY 1, 2018-JUNE 30, 2018 INVOICE #18-205					
	04/01/2019							
COUNTY COMMISSION 129.84								
01 O	107106	MOTOROLA INC	MONTHLY PAYMENTS FOR MAINTENANCE	911-80-2203	1032819	03/27/2019		3341.43
			FEE TORRANCE COUNTY INVOICE#					
			8230216241 ACCT #1012507276					
	04/01/2019							
911-DISPATCH CENTER 3341.43								
01 O	107107	NEW MEXICO COUNTIES	REGISTRATION FOR ANNUAL	609-30-2266	1832819	03/27/2019		33628
			NMC CONFERENCE - JUNE 2019					33628
			T. SEDILLO					33628
			INVOICE #2559909-113066427					
	04/01/2019							
COUNTY TREASURER 200.00								
01 O	107108	NMAC PROBATE AFFILIATE	AFFILIATE DUES PAYABLE TO:NMAC	401-90-2269	1932819	03/27/2019		20.00
			PROBATE JUDGE AFFILIATE 700 E					
			ROOSEVELT AVE SUITE 50 GRANTS					
			NM 87020 CIBOLA COUNTY 700 E					
			ROOSEVELT AVE STE 50 ATTN					
			PROBATE JUDGE AFFILIATE					
	04/01/2019							
PROBATE JUDGE 20.00								
01 O	107109	FITNEY BOWES PURCHASE POWER	POSTAGE REFILL ON 2/27/19	401-05-2206	332819	03/27/2019		1005.00
			ACCT #8000-9090-0137-3179					
	04/01/2019							
COUNTY COMMISSION 1005.00								
01 O	107110	QWEST CORPORATION	VIDEO ARRANGMENT FEB 19	420-70-2207	2932819	03/28/2019		273.59
			ACCT# N 505-832-0012 749M					
	04/01/2019							

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 0	107111	RADAR SHOP	RADAR UNIT RE-CERTIFICATION	401-50-2218	3032819	03/28/2019	33374	756.00
	832.00		LIDAR UNIT RE-CERTIFICATION	401-50-2218		/	33374	76.00
	04/01/2019		MISC. REPAIRS			/	33374	
			ANNUAL RE-CERTIFICATION				33374	

COUNTY SHERIFF 832.00								
01 0	107112	RICOH USA, INC	BLACK AND WHITE AND COLOR COPIES	690-09-2218	1732819	03/27/2019		36.26
	36.26		2/1/19-2/28/19 INVOICE DATE					
	04/01/2019		MARCH 1, 2019 INVOICE #5056038001					
			ACCT #3940880					

MIND PILT 36.26								
01 0	107113	RYDESKI & COMPANY	PROFESSIONAL SERVICES FOR MARCH	401-05-2272	232819	03/27/2019		2704.69
	2704.69		2019 NM GROSS RECEIPTS TAX					
	04/01/2019							

COUNTY COMMISSION 2704.69								
01 0	107114	SAM'S CLUB DIRECT	DRY/CANNED DOG FOOD	401-82-2216	4232819	03/28/2019	33413	185.82
	365.69		BLEACH, DAWN, BROOMS FLOOR	401-82-2220		/	33413	123.95
	04/01/2019		CLEANER, TOILET BOWL CLEANER			/	33413	
			CAT LITTER	401-82-2223		/	33413	55.92
			ACCT#101351006 95810408					

ANIMAL SHELTER 365.69								
01 0	107115	SANTA FE CNTY JUVENILE FACILITY	JUVENILE INMATE CARE LIVERMORE	420-72-2172	2732819	03/28/2019		4625.00
	4625.00		INVOICE #TOR 02-2019					
	04/01/2019							

JUVENILE INMATE CARE 4625.00								
01 0	107116	STERICYCLE	MEDICAL WASTE SERVICES 2/2019	411-92-2248	2032819	03/27/2019		238.08
	238.08		TO 01/2020 INVOICE #3004564471					
	04/01/2019		ACCT #6151127					

1/4% FIRE EXCISE TAX 238.08								
01 0	107117	TJ ENTERPRISES AUTO SUPPLY	STANDARD CABLE TIES	609-30-2221	1232819	03/27/2019	33600	9.94
	9.94		INVOICE #43908 ACCT #1180					
	04/01/2019							

COUNTY TREASURER 9.94								
74	128096.06	/	/	TOTAL				

401-50-2218
401-50-2231

EQUIPMENT MAINTENANCE/REPAIR
WEAPONS/AMMUNITION

832.00
40.35

.00
.00

DEBITS CREDITS

401-50-2236 UNIFORMS 1,139.08 .00
 **DEPT FINANCE DEPARTMENT 552.04 .00
 401-55-2205 MILEAGE/PER DIEM 441.80 .00
 401-55-2207 TELECOMMUNICATIONS 110.24 .00

**DEPT 401-65-2203 INFORMATION TECHNOLOGY DEPARTMENT 12,313.22 .00
 401-65-2207 MAINTENANCE CONTRACTS 11,879.73 .00
 401-65-2218 TELECOMMUNICATIONS 27.56 .00
 EQUIPMENT MAINTENANCE/REPAIR 405.93 .00

**DEPT 401-82-2115 ANIMAL SHELTER 3,075.39 .00
 401-82-2202 PHARMACY SUPPLIES 956.16 .00
 401-82-2207 VEHICLE FUEL 114.84 .00
 401-82-2208 TELECOMMUNICATIONS 692.42 .00
 401-82-2216 ELECTRICITY 251.71 .00
 401-82-2219 ANIMAL FOOD 185.82 .00
 401-82-2220 OFFICE SUPPLIES 649.57 .00
 401-82-2223 CLEANING SUPPLIES 123.95 .00
 401-82-2272 KENNEL SUPPLIES 55.92 .00
 PROFESSIONAL SERVICES 45.00 .00

**DEPT 401-90-2207 PROBATE JUDGE 47.56 .00
 401-90-2269 TELECOMMUNICATIONS 27.56 .00
 MEMBERSHIP DUES/SUBSCRIPTIONS 20.00 .00

**TOTAL ROAD FUND 11,952.58 .00
 **DEPT 402-60-2202 COUNTY ROAD DEPARTMENT 11,952.58 .00
 402-60-2207 VEHICLE FUEL 8,984.94 .00
 402-60-2244 TELECOMMUNICATIONS 100.42 .00
 402-60-2256 MACHINERY MAINTENANCE/REPAIR 1,467.22 .00
 ROAD MATERIALS 1,400.00 .00

**TOTAL DISTRICT 5 VFD 643.70 .00
 **DEPT 405-91-2207 STATE FIRE ALLOTMENT 643.70 .00
 405-91-2248 TELECOMMUNICATIONS 367.70 .00
 405-91-2266 SAFETY EQUIPMENT 246.00 .00
 TRAINING 30.00 .00

**TOTAL DISTRICT 2 VFD 2,818.42 .00
 **DEPT 406-91-2201 STATE FIRE ALLOTMENT 2,818.42 .00
 406-91-2207 VEHICLE MAINTENANCE/REPAIR 2,490.50 .00
 406-91-2230 TELECOMMUNICATIONS 216.41 .00
 MEDICAL SUPPLIES 111.51 .00

**TOTAL DISTRICT 3 VFD 304.09 .00
 **DEPT 408-91-2207 STATE FIRE ALLOTMENT 304.09 .00
 408-91-2207 TELECOMMUNICATIONS 304.09 .00

**TOTAL DISTRICT 4 VFD 166.37 .00
 **DEPT 409-91-2207 STATE FIRE ALLOTMENT 166.37 .00
 409-91-2207 TELECOMMUNICATIONS 166.37 .00
 **TOTAL L.E. PROTECTION FUND 475.03 .00

**DEPT

COUNTY SHERIFF

475.03

.00

410-50-2222	FIELD SUPPLIES	475.03	.00
**TOTAL	COUNTY FIRE PROTECTION FUND	31,332.08	.00
**DEPT	1/4% FIRE EXCISE TAX	31,332.08	.00
411-92-2248	SAFETY EQUIPMENT	238.08	.00
411-92-2618	CO/VEHICLES	31,094.00	.00
**TOTAL	COUNTY FAIR	175.49	.00
**DEPT	COUNTY FAIR	175.49	.00
412-53-2208	ELECTRICITY	175.49	.00
**TOTAL	FIRE DEPARTMENT ADMIN	413.85	.00
**DEPT	STATE FIRE ALLOTMENT	413.85	.00
413-91-2207	TELECOMMUNICATIONS	413.85	.00
**TOTAL	DISTRICT 6 VFD	230.46	.00
**DEPT	STATE FIRE ALLOTMENT	230.46	.00
418-91-2207	TELECOMMUNICATIONS	230.46	.00
**TOTAL	JAIL FUND	9,709.26	.00
**DEPT	ADULT INMATE CARE	273.59	.00
420-70-2207	TELECOMMUNICATIONS	273.59	.00
**DEPT	JUVENILE INMATE CARE	9,375.57	.00
420-72-2172	CARE OF INMATES	9,245.00	.00
420-72-2173	INMATE MEDICAL	130.57	.00
**DEPT	COMMUNITY MONITORING	60.10	.00
420-73-2207	TELECOMMUNICATIONS	60.10	.00
**TOTAL	SAFETY PROGRAM	42.80	.00
**DEPT	RISK MANAGEMENT	42.80	.00
600-06-2202	VEHICLE FUEL	42.80	.00
**TOTAL	CIVIL DEFENSE FUND	86.64	.00
**DEPT	COMMUNICATIONS/EMS TAX	86.64	.00
604-83-2207	TELECOMMUNICATIONS	86.64	.00
**TOTAL	DWI PROGRAM FUND	1,193.53	.00
**DEPT	DWI DISTRIBUTION GRANT FY19	1,193.53	.00
605-13-2207	TELECOMMUNICATIONS	27.55	.00
605-13-2248	SAFETY EQUIPMENT	1,165.98	.00
**TOTAL	TREASURER'S FEE	1,301.87	.00
**DEPT	COUNTY TREASURER	1,301.87	.00
609-30-2218	EQUIPMENT MAINTENANCE/REPAIR	231.40	.00
609-30-2219	OFFICE SUPPLIES	860.53	.00
609-30-2221	PRINTING/PUBLISHING/ADVERTISING	9.94	.00
609-30-2266	TRAINING	200.00	.00

TOTAL***
PROPERTY VALUATION FUND
1,345.56

DEPT
COUNTY ASSESSOR
1,345.56

.00

610-40-2202 VEHICLE FUEL 24.80 .00
 610-40-2203 MAINTENANCE CONTRACTS 402.43 .00
 610-40-2207 TELECOMMUNICATIONS 686.94 .00
 610-40-2218 EQUIPMENT MAINTENANCE/REPAIR 231.39 .00
 **TOTAL CLERK'S EQUIPMENT FUND 511.90 .00

**DEPT 612-20-2203 COUNTY CLERK 511.90 .00
 612-20-2617 MAINTENANCE CONTRACTS 280.51 .00
 CO/EQUIPMENT 231.39 .00
 **TOTAL HOME VISITING GRANT 534.74 .00

**DEPT 629-49-2207 HOME VISITING GRANT FY18 534.74 .00
 TELECOMMUNICATIONS 534.74 .00
 **TOTAL ESTANCIA BASIN WATER STUDY 4,914.51 .00

**DEPT 650-71-2272 WATER BOARD 4,914.51 .00
 PROFESSIONAL SERVICES 4,914.51 .00
 **TOTAL RURAL ADDRESSING 27.56 .00

**DEPT 675-07-2207 RURAL ADDRESSING 27.56 .00
 TELECOMMUNICATIONS 27.56 .00
 **TOTAL P&Z COURT FEES 990.13 .00

**DEPT 685-08-2201 PLANNING & ZONING 990.13 .00
 685-08-2202 VEHICLE MAINTENANCE/REPAIR 696.00 .00
 685-08-2207 VEHICLE FUEL 93.46 .00
 TELECOMMUNICATIONS 200.67 .00
 **TOTAL DOMESTIC VIOLENCE GRANT 91.26 .00

**DEPT 690-09-2207 WIND PILT 91.26 .00
 690-09-2218 TELECOMMUNICATIONS 55.00 .00
 EQUIPMENT MAINTENANCE/REPAIR 36.26 .00
 **TOTAL EMERGENCY-911 FUND 4,317.83 .00

**DEPT 911-80-2203 911-DISPATCH CENTER 4,317.83 .00
 911-80-2207 MAINTENANCE CONTRACTS 3,341.43 .00
 911-80-2208 TELECOMMUNICATIONS 476.29 .00
 911-80-2269 ELECTRICITY 400.11 .00
 MEMBERSHIP DUES/SUBSCRIPTIONS 100.00 .00

BANK01 BELLS FARGO 128,096.06 .00
 ** BANK TOTALS ** 128,096.06 .00



*Agenda Item
No. 9-C*

TORRANCE COUNTY RESOLUTION# 2019-

Line Item Transfers

WHEREAS, line item transfers within the same fund require authorization from the Torrance County Commission, and

WHEREAS, the attached line item transfers within the same fund are hereby authorized:

(See Schedule A)

NOW THEREFORE BE IT RESOLVED by the Torrance County Commission

DONE at Estancia, New Mexico, Torrance County this 10th day of April 2019 .

Torrance County Board of Commissioners

Attest:

Kevin McCall, District 1

Linda Jaramillo
Torrance County Clerk

Ryan Schwebach, District 2

Javier E. Sanchez District 3

Vote Record

Kevin McCall	yes	no	abstain	absent
Ryan Schwebach	yes	no	abstain	absent
Javier E. Sanchez	yes	no	abstain	absent





Torrance County
Resolution 2019-_____
Line Item Transfer
Schedule A

Funding Source:		Transfer From:		Transfer To:		Total
Department	Source	Line Item	Description	Line Item	Description	Amount
Road Dpt	Road Fund	402 60 2	219 Office Supplies	402 61 2	209 Heating/Gas/Propane	\$ 4,000.00
Admin Maint	General	401 15 2	218 Equip Maintenance/Repair	401 16 2	218 Judicial Equip Maint/Repair	\$ 500.00
Admin Maint	General	401 15 2	104 Overtime	401 15 2	207 Telecommunications	\$ 500.00
Fire	CO Fire Protection	411 92 2	218 Equip Maintenance/Repair	411 92 2	272 Professional Services	\$ 5,000.00
Fire	CO Fire Protection	411 92 2	219 Office Supplies	411 92 2	248 Safety Equipment	\$ 5,000.00
Fire	CO Fire Protection	411 92 2	236 Uniforms	411 92 2	248 Safety Equipment	\$ 7,000.00
Fire	CO Fire Protection	411 92 2	266 Training	411 92 2	248 Safety Equipment	\$ 3,000.00
Fire	CO Fire Protection	411 92 2	618 CO/Vehicles	411 92 2	248 Safety Equipment	\$ 20,000.00
Road Dpt	Road Fund	402 60 2	219 Office Supplies	402 60 2	2256 Road Materials	\$ 3,500.00
Manager	Wind PILT	641 09 2	611 CO/Bldgs & Improvements	641 09 2	272 Professional Services	\$ 14,500.00
Plan & Zoning	General	401 08 2	202 Vehicle Fuel	401 08 2	201 Vehicle Maintenance/Repair	\$ 600.00
Plan & Zoning	General	401 08 2	218 Equip Maintenance/Repair	401 08 2	201 Vehicle Maintenance/Repair	\$ 1,000.00
Plan & Zoning	General	401 08 2	219 Office Supplies	401 08 2	201 Vehicle Maintenance/Repair	\$ 900.00
Plan & Zoning	General	401 08 2	270 Refunds	401 08 2	201 Vehicle Maintenance/Repair	\$ 500.00
Plan & Zoning	General	401 08 2	272 Professional Services	401 08 2	201 Vehicle Maintenance/Repair	\$ 2,245.40
Plan & Zoning	General	401 08 2	272 Professional Services	401 08 2	103 Part Time Salary	\$ 387.00
Plan & Zoning	General	401 08 2	272 Professional Services	401 08 2	107 Risk Mgmt Insurance Fees	\$ 2.60
Plan & Zoning	General	401 08 2	272 Professional Services	401 08 2	266 Training	\$ 315.00
Road Dpt	General	401 60 2	205 Mileage / Per Diem	401 61 2	209 Heating/Gas/Propane	\$ 3,000.00
Animal Services	General	401 82 2	205 Mileage / Per Diem	401 82 2	223 Kennel Supplies	\$ 800.00
						\$ -
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						\$ -
						\$ -
TOTAL						\$ 72,750.00

#####

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TORRANCE COUNTY

Line Item Transfer Form

Requesting Department: _____

ADMIN. OFFICES/MAINTENANCE

My department hereby requests that the following line item transfer(s) be made to the budget:

Transfer From:		Transfer To:		\$
Line Item Number	Line Item Description	Line Item Number	Line Item Description	Amount of Transfer
401-15-2104	OVERTIME	401-15-2207	TELECOMMUNICATIONS	\$ 500.00
				\$ -
Reason for Transfer: CONVERSION FROM T-MOBILE TO AT&T, PURCHASE OF ADDITIONAL NEW PHONES FOR MAINTENANCE AND JANITORIAL STAFF				

Signature: *[Handwritten Signature]* Date: 4-4-2009



TORRANCE COUNTY

Line Item Transfer Form

Requesting Department: _____ Fire Admin 1/4% Excise Tax

My department hereby requests that the following line item transfer(s) be made to the budget:

Line Item Number	Line Item Description	Transfer From:	Line Item Number	Transfer To:	Line Item Description	Amount of Transfer
411-92-2218	Equipment/Maintenance Repair	411-92-2272			Professional Svcs.	\$ 5,000.00
411-92-2219	Office Supplies	411-92-2248			Safety Equipment	\$ 5,000.00
411-92-2236	Uniforms	411-92-2248			Safety Equipment	\$ 7,000.00
411-92-2266	Training	411-92-2248			Safety Equipment	\$ 3,000.00
411-92-2618	CO/Vehicles	411-92-2248			Safety Equipment	\$ 20,000.00
Reason for Transfer:						
Additional funds needed for professional services and safety equipment						

Signature: Hester Comy Harold Sanchez Date: 3.21.2019



TORRANCE COUNTY
Line Item Transfer Form

Requesting Department:

Road Dept

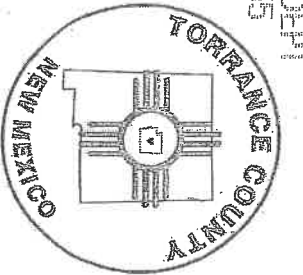
My department hereby requests that the following line item transfer(s) be made to the budget:

Transfer From:		Transfer To:		Amount of Transfer
Line Item Number	Line Item Description	Line Item Number	Line Item Description	
402-60-2219	Office Supply	402-61-2209	Heat Gas Propane	\$ 4,000.00

Reason for Transfer:
Need to cover Heating Cost

Signature: *Charmen Padilla*

Date: 3-11-19



TORRANCE COUNTY
 Line Item Transfer Form

Requesting Department: Manager's Office

My department hereby requests that the following line item transfer(s) be made to the budget:

Transfer From:		Transfer To:		Amount of Transfer
Line Item Number	Line Item Description	Line Item Number	Line Item Description	
644-09-2411	PILT - Building & Improvements	644-09-2272	PILT - Professional Services	\$ 14,500.00
Reason for Transfer: <i>To Pay for Research & Polling Contract.</i>				

Signature: *Dani Quintana*

Date: 3/27/19



TORRANCE COUNTY

Line Item Transfer Form

Requesting Department: TRAINING & ZONING / CODE ENFORCEMENT

My department hereby requests that the following line item transfer(s) be made to the budget:

Transfer From:		Transfer To:		Amount of Transfer
Line Item Number	Line Item Description	Line Item Number	Line Item Description	
401-08-2202	VEH. FUEL	401-08-2201	VEH. MAINT./REPAIR	600.00
401-08-2218	EQUIP. MAINTENANCE REPAIR	401-08-2201	VEH. MAINT./REPAIR	1,000.00
401-08-2219	OFFICE SUPPLIES	401-08-2201	VEH. MAINT./REPAIR	900.00
401-08-2214	REFUNDS			
401-08-2270	PROF. SERVICES	401-08-2201	VEH. MAINT./REPAIR	500.00
401-08-2272	PROF. SERVICES	401-08-2103	PART TIME SALARY	2,245.40
401-08-2272	" "	401-08-2107	RISK MAN. INSURANCE	387.00
401-08-2272	PROF. SERVICES	401-08-2266	TRAINING	2.60
				315.00

Reason for Transfer:

- ① RESTORE DEFICIT INCURRED TO LINE ITEM 401-08-2201 - VEHICLE MAINTENANCE/REPAIR
- ② RESTORE DEFICIT INCURRED TO LINE ITEM 401-08-2103 - PART TIME SALARIES
- ③ RESTORE DEFICIT INCURRED TO LINE ITEM 401-08-2107 - RISK MANAGEMENT INSURANCE
- ④ RESTORE DEFICIT INCURRED TO LINE ITEM 401-08-2266 - TRAINING.

Signature Steve S. Buchanan

Date 4/1/2019

Signature

Date



TORRANCE COUNTY Line Item Transfer Form

Requesting Department:

Road Dept

My department hereby requests that the following line item transfer(s) be made to the budget:

Transfer From:		Transfer To:		Amount of Transfer
Line Item Number	Line Item Description	Line Item Number	Line Item Description	
402-60-2205	Mileage Per Diem	402-61-2209	Crs/Heating/Paper	\$3,000.00

Reason for Transfer: Need more money to start to close out the year. Old winter.

Signature: *Chermain Pedler*

Date: 4-3-19



*Agenda Item
No. 10-A*

_____, LLC, as Purchaser

TORRANCE COUNTY, NEW MEXICO, as Issuer

and

HIGH LONESOME MESA WIND , LLC, as the Company

BOND PURCHASE AGREEMENT

Dated _____, 2019

\$75,000,000
Torrance County, New Mexico
Taxable Industrial Revenue Bonds
(High Lonesome Mesa Wind, LLC Repower Project)
Series 2019

BOND PURCHASE AGREEMENT

_____, LLC (the "Purchaser"), **TORRANCE COUNTY, NEW MEXICO** (the "Issuer"), and **HIGH LONESOME MESA WIND, LLC** (the "Company"), agree:

Section 1. Recitals. The Issuer, the Purchaser, the Company and BOKF, NA, as depository (the "Depository") have entered into an Indenture dated as of _____, 2019 (the "Indenture"). Pursuant to the Indenture, the Issuer will issue its Taxable Industrial Revenue Bonds (High Lonesome Mesa Wind, LLC Repower Project), Series 2019, in the maximum principal amount of \$75,000,000 (the "Series 2019 Bonds" or the "Bonds"). Capitalized terms used in this Bond Purchase Agreement (this "Agreement") but not defined herein shall have the meanings assigned to such terms in the Indenture.

Section 2. Purchase and Delivery. On the basis of the representations and covenants contained in this Agreement and subject to the terms and conditions contained in this Agreement, the Purchaser will purchase the Bonds from the Issuer and the Issuer will sell the Bonds to the Purchaser. As consideration for the sale of the Bonds, the Purchaser will make advances on the Bonds at the times and under the conditions specified in Section 702 of the Indenture. The Issuer will deliver the Bonds to the Purchaser as provided in Section 403 of the Indenture, or at such other time as is mutually agreeable to the Purchaser and the Issuer (the "Closing Date").

Section 3. Issuer Representations. The Issuer represents that, as of the date of this Agreement:

(a) Each of the representations of the Issuer in the Lease Agreement, dated as of _____ 1, 2019 (the "Lease" and, together with the Indenture and this Agreement, the "Bond Documents"), between the Issuer and the Company, and the Indenture is true and correct as if made on and as of the date of this Agreement.

(b) Pursuant to Ordinance No. _____ duly adopted by the Board of County Commissioners of Torrance County on May 7, 2019 (the "Bond Ordinance"), the Issuer duly authorized and approved (i) the execution and delivery by the Issuer of the Bond Documents and the performance by the Issuer of its obligations under the Bond Documents, and (ii) the issuance, execution and delivery of the Bonds. The Bond Ordinance has not been amended, modified or repealed.

Section 4. Company Representations. The Company represents that as of the date hereof:

(a) Each of the representations of the Company in the Lease is true and correct as if made on and as of the date of this Agreement.

(b) This Agreement and the Lease constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their

respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.

(c) The Company is a Delaware limited liability company, duly organized, validly existing and in good standing under the law of the State of Delaware and is a duly registered foreign limited liability company authorized to do business in the State of New Mexico and has full legal capacity, right, power and authority to own the Company's properties and conduct the Company's business. The Company has full legal capacity, right, power and authority to execute and deliver this Agreement and the Lease, to provide for the operation and management of the Project Property, and to take any and all such action as may be required on its part to carry out, give effect to and consummate the transactions contemplated by this Agreement and the Lease.

(d) Neither the execution and delivery of this Agreement and the Lease, nor the consummation of the transactions contemplated therein or the compliance with the provisions thereof, will conflict with, or constitute on the part of the Company a material violation of, or a material breach of or material default under any indenture, mortgage, commitment, note or other agreement or instrument to which the Company is a party or by which the Company is bound, or any material order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its activities or properties. All consents, approvals, authorizations and orders of governmental or regulatory authorities (except as required under state securities laws) which are required for the Company's execution and delivery of, consummation of the transactions contemplated by, and compliance with the provisions of this Agreement and the Lease have been obtained.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best of the knowledge of the Company, threatened, against or affecting the Company, or the actions taken or contemplated to be taken by the Company, nor, to the best of the knowledge of the Company, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the business or financial condition of the Company, or the transactions contemplated by, or the validity or enforceability of, this Agreement or the Lease.

(f) No event has occurred and no condition exists which, upon issuance of the Bonds, would constitute (or with the giving of notice or lapse of time, or both, would constitute) an Event of Default under the Lease.

(g) The Company is not in violation of any provisions of, or in default under any statute, indenture, mortgage, commitment, note or other agreement or instrument to which it is a party or by which it is bound, or any order, rule, regulation or decision of any court or governmental agency or body having jurisdiction over it or any of its activities or properties, which violation would materially and adversely affect its business or financial condition.

Section 5. Purchaser Representations. The Purchaser represents and acknowledges that, as of the date of this Agreement:

(a) The Purchaser is purchasing the Bonds for its own account for investment and with no present intention of distributing or reselling the Bonds or any interest in the Bonds but without prejudice, however, to its right at all times to sell or otherwise dispose of all but not part of the Bonds in compliance with the Securities Act of 1933, as amended, the regulations promulgated thereunder, applicable state securities laws and regulations and the terms of the Bonds, upon receipt of appropriate investor representations, an opinion of counsel experienced in securities law matters and satisfactory to the Issuer and in accordance with the applicable terms of the Indenture.

(b) The Purchaser understands that the Bonds are a special limited, and not general, obligation of the Issuer, are payable solely from the Basic Rent received under the Lease and from the security therefor as described in the Indenture but from no other sources. The Purchaser understands that the Bonds are not secured by any obligation or pledge of any monies received or to be received from taxation or from the State or any political subdivision, taxing district, or municipality thereof (including, without limitation, the Issuer), and that the Bonds will never represent or constitute a general obligation, debt or bonded indebtedness of the Issuer, the State, any political subdivision or municipality thereof, and that no right will exist to have taxes levied by the Issuer, the State, any political subdivision or municipality thereof, for the payment of principal of, premium, if any, and interest on the Bonds. The Purchaser understands that payment of the Bonds depends upon the general credit of the Company, and upon the security granted in the Indenture for the Company's obligations under the Lease.

(c) The Purchaser is an affiliate of the Company and has been afforded the opportunity to discuss the business, assets and financial position of the Company with the officers, employees and auditors of the Company; and has received such information concerning the Company and its business, assets and financial position, and the Project (as defined in the Lease) as it deems necessary in making its decision to purchase the Bonds.

(d) The Purchaser is duly and legally authorized to purchase the Bonds, has such knowledge and experience in financial and business matters (including the ownership of municipal conduit obligations) as are required for, and is capable of, evaluating the merits and risks of its purchase of the Bonds, is aware of the intended use of proceeds of the Bonds, and understands that interest on the Bonds is not excludable from gross income for federal income tax purposes.

(e) The Purchaser understands that neither the Issuer nor any of its officials, counsel, consultants or agents has undertaken to furnish any information with respect to the Company or to ascertain the accuracy of any information furnished to the Purchaser with respect to the Company, and the Purchaser has not requested or received any representations from the Issuer with respect to any such information, its accuracy or completeness. The Purchaser waives any requirement of due diligence in investigation or inquiry on the part of the Issuer, its officials, counsel, agents and consultants and all claims, actions or causes of action which the Purchaser may have from and after the date hereof against the Issuer, its officials, counsel, agents and

consultants growing out of any such action which any of the foregoing took, or could have taken, in connection with the authorization, execution, delivery, and sale of the Bonds to the Purchaser or in connection with any statement or representation by the Company which induced the Purchaser to purchase the Bonds.

(f) The Purchaser has received and reviewed copies of the Bond Documents and the Bond Ordinance.

(g) This Agreement constitutes the legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.

(h) The Purchaser has been informed by the Company and agrees that the Indenture has not been qualified under the Trust Indenture Act of 1939, and that the Bonds (i) are not being registered or otherwise qualified for sale under (a) the Securities Act of 1933, as amended, or (b) the "Blue Sky" laws and regulations of any state, (ii) will not be listed on any stock or other securities exchange, (iii) will not carry a rating from any rating service and (iv) will not be readily marketable. The Purchaser has been informed by the Company and agrees that a legend will be placed on the Bonds certificate or any other documents evidencing ownership of the Bonds to the effect that it has not been registered under the Securities Act of 1933, as amended, or the applicable state "Blue Sky" laws and that it may only be transferred in compliance with the Indenture and applicable securities laws.

(i) The execution, delivery and performance of this Agreement by the Purchaser will not constitute a default under any other agreement by which the Purchaser is bound.

(j) The Purchaser acknowledges that its purchase of the Bonds constitutes a transaction in a bond secured by the Indenture which is, among other things, a personal property security agreement, pursuant to which the Bonds are offered and sold as a unit.

Section 6. Indemnification.

(a) The Company and the Purchaser will, jointly and severally, indemnify, defend and hold harmless the Depositary, as defined in the Indenture, each agent and employee of the Depositary, the Issuer, each County Commission member, official, agent or employee of the Issuer and each person, if any, who has the power, directly or indirectly, to direct or cause the direction of the management and policies of the Issuer (each an "Indemnified Party" and, collectively, the "Indemnified Parties") from and against any and all losses, claims, damages, liabilities, joint or several, or expenses related thereto arising out of or in connection with or caused by any offering, sale or resale of the Bonds in violation of any federal or state securities laws or by an untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact made to any person or caused by an omission or alleged omission of any material fact in connection with the Bonds or the sale, resale or delivery thereof.

(b) In case a claim is made or any action is brought against one or more of the Indemnified Parties based upon the matters described in the preceding paragraph and in respect of which indemnity is sought against the Company or the Purchaser pursuant to the preceding paragraph, the Indemnified Party or Parties seeking indemnity shall promptly notify the Company and the Purchaser, in writing, and the Company or the Purchaser shall promptly assume or cause the assumption of the defense thereof, including the employment of counsel chosen by the Company or the Purchaser and approved in writing by the Issuer (provided, that such approval by the Issuer shall not be unreasonably withheld), the payment of all expenses (including reasonable counsel fees and expenses) and the right to negotiate and consent to settlement. If the Company and the Purchaser fail to assume or cause the assumption of the defense of such action or to retain counsel reasonably satisfactory to the Issuer within a reasonable time after notice of the commencement of such action, the reasonable fees and expenses of counsel retained by the Indemnified Party shall be paid by the Company or the Purchaser. If any Indemnified Party is advised in a written opinion of counsel that the defenses of such Indemnified Party should be handled by separate counsel, the Company or the Purchaser shall not have the right to assume or cause the assumption of the defense of such Indemnified Party, but the Company and/or the Purchaser shall be responsible for the fees and expenses of such separate counsel (the "Separate Counsel") retained by such Indemnified Party. Notwithstanding, and in addition to, any of the foregoing, any one or more of the Indemnified Parties shall have the right to employ separate counsel with respect to any such claim or in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be paid by such Indemnified Party or Indemnified Parties unless the employment of such counsel has been specifically authorized in writing by the Company and the Purchaser. Neither the Company nor the Purchaser shall be liable for any settlement of any such action effected without the written consent of the Company or the Purchaser, but if settled with the written consent of the Company and the Purchaser or if there is a final judgment for the plaintiff in any such action with or without consent, the Company and the Purchaser will indemnify and hold harmless the Indemnified Parties from and against any loss or liability by reason of such settlement or judgment.

(c) In order to provide for just and equitable contribution in circumstances in which the indemnity provided for in this Section 6 is for any reason held to be unavailable to the Indemnified Parties in accordance with its terms, the Purchaser and the Company shall contribute to the aggregate losses, liabilities, claims, damages and expenses of the nature contemplated by this Section 6 incurred by the Indemnified Parties in such proportions as determined by a court having jurisdiction of the matter.

(d) The covenants and agreements of the Purchaser and the Company under this Section 6 are joint and several.

Section 7. Conditions. The obligation of the Purchaser to purchase the Bonds and the obligation of the Issuer to sell the Bonds are subject to satisfaction of the following conditions precedent:

(a) The representations of the Issuer, the Purchaser and the Company in this Agreement will be true and correct on and as of the date the Bonds are issued (the “Closing Date”) as if made on and as of the Closing Date.

(b) As of the Closing Date, no Default (as defined in the Indenture) or Event of Default (as defined in the Lease) will have occurred and be continuing, and no event will have occurred and be continuing which, with the lapse of time or the giving of notice or both, would constitute a Default or Event of Default.

(c) On or before the Closing Date, all actions required to be taken as of the Closing Date in connection with the Bonds, the Bond Ordinance and the Bond Documents by the Issuer, the Purchaser and the Company will have been taken, and the Issuer, the Purchaser and the Company will each have performed and complied with all agreements, covenants and conditions required to be performed or complied with by the Bond Ordinance and the Bond Documents.

(d) The Indenture will have been duly executed and delivered by the Issuer, the Purchaser and the Depository. The Lease will have been duly executed by the Issuer and the Company. Each of the Bond Documents, the Bond Ordinance and all other official action of the Issuer relating to the Bonds, the Project (as defined in the Lease) and the Bond Documents will be in full force and effect on the Closing Date and will not have been amended, modified or supplemented on or before the Closing Date.

(e) The Issuer, the Company and the Purchaser will have received the following, each dated the Closing Date:

(i) the approving opinion of Modrall, Sperling, Roehl, Harris & Sisk, P.A., Bond Counsel, substantially in the form of Exhibit A;

(ii) the opinion of counsel to the Company, substantially in the form of Exhibit B;

(iii) the opinion of the Attorney for the Issuer, substantially in the form set forth in Exhibit C;

(iv) the opinion of counsel to the Purchaser, substantially in the form set forth in Exhibit D;

(v) a certificate of and with reference to the Issuer and signed by a duly authorized officer of the Issuer to the effect set forth in subsections (a) and (c) of this Section 7 with respect to the Issuer;

(vi) a certificate of and with reference to the Company signed by a duly authorized officer of the Company to the effect set forth in subsections (a), (b) and (c) of this Section 7;

(vii) a certificate of and with reference to the Purchaser signed by a duly authorized officer of the Purchaser to the effect set forth in (a) and (c) of this Section 7;

(viii) a certificate of the Depositary signed by a duly authorized officer of the Depositary to the effect that (a) he or she is an authorized officer of the Depositary; (b) the Indenture has been duly executed and delivered by the Depositary; (c) the Depositary has all necessary corporate powers required to execute, deliver and perform its obligations under the Indenture; and (d) to the best of his or her knowledge, the execution and delivery by the Depositary of the Indenture and the performance by the Depositary of its obligations under the Indenture will not conflict with or constitute a breach of or default under any law, administrative regulation, consent decree or any agreement or other instrument to which the Depositary is subject or by which the Depositary is bound;

(ix) such additional legal opinions, certificates, proceedings, instruments and other documents as any such party or Bond Counsel may reasonably request; and

(x) an investment intent letter from the Purchaser in the form of the Certificate of Qualified Investor attached to the Indenture.

If any conditions to the obligations of the Purchaser or the Issuer under this Agreement are not satisfied and if the satisfaction of such conditions is not waived by the Purchaser and the Issuer, then, at the option of the Purchaser or the Issuer, respectively in accordance with their interests (1) the Closing Date will be postponed for such period, not to exceed five business days, as may be necessary for such conditions to be satisfied or (2) the obligations of the Purchaser and the Issuer under this Agreement will terminate, and neither the Purchaser nor the Issuer will have any further obligations or liabilities under this Agreement.

Section 8. Survival. All agreements, covenants and representations and all other statements of the Issuer and the Company and their respective officers set forth in or made pursuant to this Agreement will survive the Closing Date and the delivery of and payment for the Bonds.

Section 9. Notices. Any notice, demand, direction, request, consent, approval, report or other instrument authorized or required by any of the Bond Documents to be executed, given or filed will be in writing and will be deemed to have been sufficiently given or filed for all purposes of the Bond Documents when delivered by hand delivery or on the third Business Day following the day on which the same has been mailed by registered or certified mail, postage prepaid, addressed as follows:

If to the Issuer:	Torrance County, New Mexico 205 S. 9 th St. Estancia, NM 87016 Attn: County Manager E-mail: wjohnson@tcnm.us
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with a copy to: Jill Sweeney, Esq.
Sherman & Howard, L.L.C.
500 Marquette Avenue NW, Suite 1203
Albuquerque, NM 87102
Telephone: (505) 814-6958
E-mail: jsweeney@shermanhoward.com

If to the Purchaser: _____
700 Universe Blvd.
P.O. Box 14000
Juno Beach, FL 33408-0420
Attn: Vice President, Business Management
Tel: (561) 304-5511 (for use in connection with courier
deliveries)
E-mail: michael.sheehan@nexteraenergy.com

If to the Company: High Lonesome Mesa Wind, LLC
700 Universe Blvd.
P.O. Box 14000
Juno Beach, FL 33408-0420
Attn: Vice President, Business Management
Tel: (561) 304-5511 (for use in connection with courier
deliveries)
E-mail: michael.sheehan@nexteraenergy.com

Any Party may, by notice to each of the other Parties, designate any further or different addresses to which subsequent notices, certificates or other communications are to be sent.

Section 10. Remedies. No right or remedy conferred on any party in this Agreement is intended to be exclusive of any other right or remedy. No delay or omission of any party to exercise any such right or remedy may be exercised from time to time and as often as the relevant party may deem expedient. No waiver by any party of any right or remedy with respect to any Default or Event of Default will extend to or affect any other existing or subsequent Default or Event of Default.

Section 11. Severability. In case any one or more of the provisions of this Agreement or of the Bonds are for any reason held to be illegal or invalid, such illegality or invalidity will not affect any other provision of any of this Agreement or of the Bonds, but this Agreement and the Bonds will be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement of the Issuer contained in this Agreement or the Bonds are for any reason held to be in violation of law, then such covenant, stipulation, obligation or agreement will be deemed to be the covenant, stipulation, obligation or agreement of the Issuer to the full extent permitted by law.

Section 12. Obligations of Issuer Not Obligations of Officials Individually. No obligation under any of the Bond Documents or the Bonds will be deemed to be an obligation of any present or future officer (including, without limitation, County Commissioners) or employee of the Issuer in his or her individual capacity, and no officer of the Issuer who executes the Bonds will be personally liable on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 13. Limitation of Issuer's Liability. No agreements or provisions contained in this Agreement nor any agreement, covenant or undertaking by the Issuer contained in any document executed by the Issuer in connection with any property of the Company financed, directly or indirectly, out of the Bond proceeds or the issuance, sale and delivery of the Bonds will give rise to any pecuniary liability of the Issuer, its officials, employees, agents or members of its governing body or constitute a charge against the Issuer's general credit, or will obligate the Issuer financially in any way, except with respect to the Basic Rent available under the Lease and the Indenture provided by the Company and pledged to the payment of the Bonds, and their application as provided under the Indenture. No failure of the Issuer to comply with any terms, covenants or agreements in this Agreement or in any document executed by the Issuer in connection with the Bonds will subject the Issuer, its officials, employees, agents and members of its governing body to any pecuniary charge or liability except to the extent that the same can be paid or recovered from the funds available under the Lease or the Indenture provided by the Company and pledged to the payment of the Bonds. None of the provisions of the Bond Documents will require the Issuer to expend or risk its own funds or to otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers under the Bond Documents. Nothing in this Agreement will preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Issuer for any failure to comply with any term, condition, covenant or agreement in any of the Bond Documents; provided, that no costs, expenses or other monetary relief will be recoverable from the Issuer except as may be payable from the funds available under the Lease or the Indenture provided by the Company and pledged to the payment of the Bonds.

Section 14. Title, Headings. The title and headings of the articles and sections of this Purchase Agreement have been used for convenience only and do not modify or restrict any of the terms or provisions hereof.

Section 15. Execution in Counterparts. This Agreement may be executed in counterparts, all of which taken together will constitute one instrument.

Section 16. Applicable Law. The validity, construction and effect of this Agreement will be governed by the law of the State of New Mexico.

Section 17. Expenses. All costs and expenses relating to the preparation, issuance, delivery and sale of the Bonds and the preparation, execution and delivery of the Bond Ordinance, the Bond Documents and all other agreements, documents and instruments related to the transactions contemplated by the Bond Documents, including the fees and expenses of Issuer's outside review counsel, are to be paid by the Company.

Section 18. Performance of the Parties. The respective obligations of the parties hereunder are subject to the performance by each other party hereto of its own obligations hereunder.

[Signature pages follow]

DATED: _____

_____, LLC
as Purchaser

By: _____
Name: _____
Title: _____

HIGH LONESOME MESA WIND, LLC
as Company

By: _____
Name: _____
Title: _____

DATED AS OF _____.

BOARD OF COUNTY COMMISSIONERS,
TORRANCE COUNTY, NEW MEXICO

By: _____
Ryan Schwebach, Chairman

(SEAL)

ATTEST:

By: _____
Linda Jaramillo, County Clerk

Exhibit A

Form of Opinion of Bond Counsel

_____, 2019

Torrance County, New Mexico
Estancia, New Mexico

_____, LLC
Juno Beach, Florida

High Lonesome Mesa Wind, LLC
Juno Beach, Florida

BOKF, NA
Albuquerque, New Mexico

Re: \$75,000,000 Torrance County, New Mexico Taxable Industrial Revenue Bonds (High Lonesome Mesa Wind, LLC Repower Project), Series 2019

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance and sale by Torrance County, New Mexico (the “Issuer”) of its Taxable Industrial Revenue Bonds (High Lonesome Mesa Wind, LLC Repower Project), Series 2019 in the maximum principal amount of \$75,000,000 (the “Bonds”).

The Bonds will bear interest on the outstanding principal amount at a per annum rate equal to five and 00/100 percent (5.00%). Interest on the Bonds is payable each December 1, beginning December 1, 2020, with the outstanding principal amount of the Bonds plus all interest thereon due and payable in full at their final maturity.

The Bonds are subject to redemption prior to maturity as described in the Indenture dated as of _____ 1, 2019 (the “Indenture”) among the Issuer, _____, LLC (the “Purchaser”), High Lonesome Mesa Wind, LLC (the “Company”) and BOKF, NA (the “Depositary”).

The principal of, interest on and redemption price of the Bonds are not general obligations of the Issuer but special obligations payable solely from the revenues pledged under the Indenture. Neither the faith and credit nor the taxing power of the State of New Mexico or of any of its political subdivisions or municipalities, including the Issuer, is pledged to the payment

of the principal of, interest on or redemption price of the Bonds. The principal of, interest on and redemption price of the Bonds will never constitute a debt or indebtedness of the Issuer within the meaning of any provision or limitation of the constitution or laws of the State of New Mexico. The Bonds will never constitute nor give rise to a pecuniary liability of the State of New Mexico, any of its political subdivisions or of the Issuer or a charge against their general credit or taxing powers.

In connection with the issuance of the Bonds, we have examined (a) a certified copy of an ordinance passed by the Torrance County Commission on May 7, 2019 authorizing the issuance of the Bonds, pursuant to and under the provisions of NMSA 1978, Sections 4-59-1 to-16 (1975, as amended through 2015) (the "Act"); (b) the executed Bonds; (c) executed counterparts of the Indenture, the Lease Agreement dated as of _____ 1, 2019 (the "Agreement") between the Issuer and the Company and the Bond Purchase Agreement dated the date hereof (the "Bond Purchase Agreement" and, together with the Indenture and the Agreement, the "Bond Documents") among the Purchaser, the Issuer and the Company; and (d) such other opinions, documents, certificates and letters as we deemed relevant in rendering this opinion.

Based on such examination, in our opinion:

1. The Issuer is a political subdivision of the State of New Mexico and has the power and authority, under the constitution and laws of the State of New Mexico, including the Act, to execute and deliver the Bond Documents, and to authorize, execute, issue and deliver the Bonds.

2. The terms and provisions of the Bonds and the Bond Documents comply in all respects with the requirements of the Act.

3. The Bonds have been validly authorized, executed and issued in accordance with the law of New Mexico and represent the valid and binding special obligation of the Issuer.

4. The Bond Documents have been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties to the Bond Documents, constitute legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.

5. Neither the offer nor sale of the Bonds to the Purchaser pursuant to the Bond Documents is required to be registered under any federal or New Mexico securities law. The Indenture is not required to be qualified under the Trust Indenture Act of 1939, as amended.

6. The issuance and sale of the Bonds to the Purchaser is not subject to Rule 15c2-12 of the Securities and Exchange Commission.

Our opinion in paragraph 4 above, insofar as it relates to the enforceability of the Indenture, is subject to the following qualifications:

- (i) New Mexico law may require that notice of acceleration be given to the Company before foreclosure of the Indenture. *Comer v. Hargrave*, 1979-NMSC-059, 93 N.M. 170, 598 P.2d 213.
- (ii) We express no opinion as to title to or the priority of any lien on or security interest in any real or personal property.
- (iii) NMSA 1978, Section 42A-1-24(C) (2001) provides that a court which has heard and adjudicated a condemnation proceeding has the power over the condemnee's compensation to "make orders as the court deems necessary with respect to encumbrances, liens, rents, insurance and other just and equitable charges."

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of a result.

Very truly yours,

Exhibit B

Form of Opinion of Counsel to the Company

_____, 2019

Torrance County, New Mexico
Estancia, New Mexico

_____, LLC
Juno Beach, Florida

BOKF, NA
Albuquerque, New Mexico

Ladies and Gentlemen:

We have represented High Lonesome Mesa Wind, LLC (the “Company”) in connection with (i) the Lease Agreement dated as of _____ 1, 2019 (the “Agreement”) between Torrance County, New Mexico (the “Issuer”) and the Company, (ii) the Bond Purchase Agreement (the “Bond Purchase Agreement”) dated the date hereof among _____, LLC (the Purchaser”), the Issuer and the Company, pursuant to which the Purchaser has agreed to purchase the Issuer’s Taxable Industrial Revenue Bonds (High Lonesome Mesa Wind, LLC Repower Project), Series 2019 in the maximum principal amount of \$75,000,000 to be issued under the Indenture dated as of _____ 1, 2019 (the “Indenture”) among the Issuer, the Purchaser, the Company and the Depository, and (iii) the Indenture. We have reviewed executed copies of the Bond Documents (as defined below), and certificates of officers of the Company and public officials and we have made such other investigations of law and fact as we have deemed necessary. The Agreement, the Indenture and the Bond Purchase Agreement are referred to herein as the Bond Documents.

Based upon the foregoing, in our opinion:

1. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of Delaware, is duly registered as a foreign limited liability company under the laws of New Mexico and has duly authorized the execution, delivery and performance of the Agreement, the Indenture and the Bond Purchase Agreement.

2. The execution, delivery and performance by the Company of the Agreement, the Indenture and the Bond Purchase Agreement will not conflict with, contravene, violate or constitute a breach of or default under the articles of organization or operating agreement of the Company or any law, rule, regulation, ordinance, or, to our knowledge, based on a certificate of an officer of the Company, any order, consent, decree, agreement or instrument to which the

Company is a party or by which it or its properties, including the Project Property as defined in the Lease, is bound.

3. All necessary authorizations, approvals, consents and other orders of any governmental authority or agency for the execution and delivery by the Company of the Agreement, the Indenture and the Bond Purchase Agreement have been obtained and are in full force and effect.

4. There is no action, suit, proceeding, inquiry or investigation by or before any court, public board or body pending or, to our knowledge, threatened against the Company, which (i) seeks to or does restrain or enjoin the issuance or delivery of the Bonds or the execution and delivery of any of the Bond Documents, (ii) in any manner questions the validity or enforceability of the Bonds or any of the Bond Documents, or (iii) questions the authority of the Company to own or operate any of the Project Property, as defined in the Lease.

5. The Agreement, the Indenture and the Bond Purchase Agreement have been duly authorized, executed and delivered and constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.

The opinions expressed in this opinion letter are limited to the federal laws of the United States, the laws of the State of New Mexico, and the Limited Liability Company Act of the State of Delaware.

Very truly yours,

Exhibit C

Form of Opinion of Counsel to Issuer

[_____], 2019

Torrance County, New Mexico
205 S. 9th St.
Estancia, NM 87016

_____, LLC
P.O. Box 14000
Juno Beach, FL 33408-0420

High Lonesome Mesa Wind, LLC
P.O. Box 14000
Juno Beach, FL 33408-0420

\$75,000,000
Torrance County, New Mexico
Taxable Industrial Revenue Bonds
(High Lonesome Mesa Wind, LLC Repower Project)
Series 2019

Ladies and Gentlemen:

We have acted as special counsel to Torrance County, New Mexico (the “Issuer”) in connection with the issuance by the Issuer of its Taxable Industrial Revenue Bonds (High Lonesome Mesa Wind, LLC Repower Project), Series 2019 in the maximum principal amount of \$75,000,000 (the “Bonds”).

For the purposes of the opinions expressed in this letter, we have examined the following documents:

A. An executed copy of the Issuer’s Resolution No. _____, establishing the Issuer’s notice standards.

B. A copy of the letters from the Issuer to the Torrance County Assessor, the Town of Estancia, the Town of Mountainair, the Village of Willard, the Village of Encino, the City of Moriarty, the Estancia Municipal School District, the Moriarty-Edgewood School District, Mountainair Public Schools, Vaughn Municipal Schools, [Corona Public Schools], East Torrance Soil and Water Conservation District, Claunch-Pinto Soil and Water Conservation District, [Carrizozo Soil and Water Conservation District], and [Edgewood Soil and Water Conservation District], each dated April __, 2019, notifying such parties of the Issuer’s intent to consider the Bond Ordinance (defined below).

C. The *Affidavit of Publication of Notice of the Intent to Consider the Bond Ordinance* dated as of April __, 2019, attesting to the publication of the notice of intent to consider the Bond Ordinance in the *Albuquerque Journal* on April __, 2019.

D. An executed copy of Ordinance ___ adopted by the Issuer on May 7, 2019 (the “Bond Ordinance”).

E. The *Affidavit of Publication of Notice of Adoption of Bond Ordinance* dated as of _____, 2019, attesting to the publication of the notice of adoption of the Bond Ordinance in the *Albuquerque Journal* on May __, 2019.

F. The Indenture dated as of _____ 1, 2019 (the “Indenture”), among the Issuer, _____, LLC (the “Purchaser”), High Lonesome Mesa Wind, LLC (the “Company”) and BOKF, NA (the “Depositary”).

G. The Lease Agreement dated as of _____ 1, 2019 (the “Lease”), between the Issuer and the Company.

H. The Bond Purchase Agreement dated as of _____, 2019 (the “Bond Purchase Agreement”), among the Issuer, the Purchaser and the Company. The Bond Purchase Agreement, together with the Indenture and the Lease are collectively referred to herein as the “Bond Documents”).

I. Minutes from the Torrance County Board of County Commissioners meeting held on February 27, 2019.

J. Minutes from the Torrance County Board of County Commissioners meeting held on May 7, 2019.

K. The Issuer Certificate dated as of the date hereof and delivered by the Issuer in connection with the issuance of the Bonds.

L. The report of the records of the State of New Mexico Seventh Judicial District Court and the United States District Court for the District of New Mexico prepared by UCC Search, Inc., on _____, 2019 (the “Court Records Report”).

In addition, we have examined such other records, documents, certificates, opinions and other matters as are in our judgment necessary or appropriate to enable us to render the opinions expressed herein.

Capitalized terms used herein and not otherwise defined in this opinion shall have the meanings ascribed to them in the Bond Documents. As used herein, the term “**knowledge**” means the current actual personal conscious awareness of facts and other information by the lawyers in the undersigned law firm actively involved in preparing this opinion letter, but does not include constructive knowledge or inquiry knowledge. The qualification of any statement in this opinion with respect to the existence or absence of facts “to our knowledge” means that, during the course of our representation, no information has come to the attention of any lawyer in the undersigned law firm actively involved in preparing this opinion letter which would give us actual knowledge of the existence or absence of such facts. However, we have not undertaken

any investigation to determine the existence or absence of such facts, and no inference as to our knowledge thereof shall be drawn from the fact of our representation of any party or otherwise.

Based on our review of the foregoing and the assumptions, qualifications and limitations contained in this opinion, in our opinion:

1. The Issuer is a duly organized and validly existing political subdivision of the State of New Mexico under the Constitution and laws of the State of New Mexico.
2. To our knowledge, Ordinance Number _____ (the “Bond Ordinance”) was duly adopted by the Torrance County Board of County Commissioners (the “Commission”) on May 7, 2019 in accordance with all applicable laws and has not been repealed or rescinded.
3. Without opining as to the legality, validity or enforceability of the Bonds, the Indenture, the Lease Agreement and the Bond Purchase Agreement (all as defined in the Bond Ordinance), the adoption of the Bond Ordinance by the Board will not violate any provision of the Constitution or laws of the State of New Mexico.
4. To our knowledge, and based solely upon our examination of the Court Records Report, there is no action, suit, or proceeding before or in the State of New Mexico Seventh Judicial District Court and the United States District Court for the District of New Mexico pending against the Issuer which seeks to or does restrain or enjoin the issuance or delivery of the Bonds, or in any manner questions the authority or proceedings for the issuance of the Bonds.

In giving the opinions contained in this letter, we have assumed without investigation:

- A. the authenticity of all documents submitted to us as originals, the genuineness of all signatures and the conformity to authentic originals of all documents submitted to us as copies;
- B. the truthfulness and accuracy of all factual (in no event legal) matters contained in the representations and warranties in the Bond Documents, the Issuer Certification Instrument, the Court Records Report and in the certificates executed and delivered at closing by officials of the Issuer on the Closing Date;
- C. that all statutes, judicial and administrative decisions, and rules and regulations of governmental agencies, constituting the law of New Mexico are generally available (*i.e.*, in terms of access and distribution following publication or other release) to lawyers practicing in New Mexico, and are in a format that makes legal research reasonably feasible;

D. that the constitutionality or validity of a relevant statute, rule, regulation or agency action is not in issue unless a reported decision binding upon New Mexico courts has specifically addressed but not resolved, or has established, its unconstitutionality or invalidity; and

This opinion is limited to the matters expressly stated herein and is based on the assumptions and qualifications set forth herein and no further opinion may be inferred. This opinion is delivered to the addressees hereof in connection with the issuance of the Bonds, and the opinion and all conclusions stated herein may not be quoted or relied upon by any person other than the addressees hereof or for any purpose other than as stated herein without our prior written consent. We make no undertaking to supplement this opinion if facts or circumstances come to our attention or changes in the law occur after the date of this letter.

The foregoing opinions are limited to matters involving the law of the State of New Mexico and the Issuer, and we do not express any opinion as to the laws of any other jurisdiction.

Very truly yours,

Exhibit D

Form of Opinion of Counsel to the Purchaser

_____, 2019

Torrance County, New Mexico
Estancia, New Mexico

High Lonesome Mesa Wind, LLC
Juno Beach, Florida

BOKF, NA
Albuquerque, New Mexico

Ladies and Gentlemen:

We have acted as counsel to _____, LLC (the “Purchaser”) in connection with the Indenture dated as of _____ 1, 2019 (the “Indenture”) among BOKF, NA, as depository (the “Depository”), Torrance County, New Mexico (the “Issuer”), High Lonesome Mesa Wind, LLC (the “Company”) and the Purchaser, and the Bond Purchase Agreement (the “Bond Purchase Agreement”) dated the date hereof among the Purchaser, the Issuer and the Company, pursuant to which the Purchaser has agreed to purchase the Issuer’s Taxable Industrial Revenue Bonds (High Lonesome Mesa Wind, LLC Repower Project), Series 2019 in the maximum principal amount of \$75,000,000 to be issued under the Indenture. The Indenture, the Bond Purchase Agreement, and the Lease Agreement dated as of _____ 1, 2019 between the Company and the Issuer are referred to herein as the “Bond Documents.” In connection with this transaction, we have examined executed copies of the Bond Documents, certificates of officers of the Purchaser and certificates of public officials and have made such other investigations of law and fact as we have deemed necessary.

Based upon the foregoing, in our opinion:

1. The Purchaser is a limited liability company duly organized and validly existing and in good standing under the laws of Delaware.
2. The execution, delivery and performance by the Purchaser of the Indenture and the Bond Purchase Agreement will not conflict with, contravene, violate or constitute a breach of or default under the Articles of Incorporation or the bylaws of the Purchaser or any law, rule, regulation, ordinance, or, to our knowledge, based on a certificate of an officer of the Purchaser, any order, consent, decree, agreement or instrument to which the Purchaser is a party or by which it or its property is bound.
3. All necessary authorizations, approvals, consents and other orders of any governmental authority or agency for the execution and delivery by the Purchaser of the Indenture and the Bond Purchase Agreement have been obtained and are in full force and effect.

4. There is no action, suit, proceeding, inquiry or investigation by or before any court, public board or body pending or, to our knowledge, threatened against the Purchaser, which (i) seeks to or does restrain or enjoin the issuance or delivery of the Bonds or the execution and delivery of any of the Bond Documents, or (ii) in any manner questions the validity or enforceability of the Bonds or any of the Bond Documents.

5. The Indenture and the Bond Purchase Agreement constitute legal, valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.

This opinion has been delivered at your request for the purposes in connection with the Bond Documents. Without our prior written consent, this opinion is not to be utilized or quoted for any other purpose and no one other than you is entitled to rely thereon. The opinions expressed in this opinion letter are limited to the federal laws of the United States, the laws of New Mexico, and the Limited Liability Company Act of the State of Delaware.

Very truly yours,

_____, LLC, as Purchaser

TORRANCE COUNTY, NEW MEXICO, as Issuer

and

HIGH LONESOME MESA WIND , LLC, as the Company

BOND PURCHASE AGREEMENT

Dated _____, 2019

\$75,000,000
Torrance County, New Mexico
Taxable Industrial Revenue Bonds
(High Lonesome Mesa Wind, LLC Repower Project)
Series 2019

BOND PURCHASE AGREEMENT

_____, LLC (the “Purchaser”), TORRANCE COUNTY, NEW MEXICO (the “Issuer”), and HIGH LONESOME MESA WIND, LLC (the “Company”), agree:

Section 1. Recitals. The Issuer, the Purchaser, the Company and BOKF, NA, as depository (the “Depository”) have entered into an Indenture dated as of _____, 2019 (the “Indenture”). Pursuant to the Indenture, the Issuer will issue its Taxable Industrial Revenue Bonds (High Lonesome Mesa Wind, LLC Repower Project), Series 2019, in the maximum principal amount of \$75,000,000 (the “Series 2019 Bonds” or the “Bonds”). Capitalized terms used in this Bond Purchase Agreement (this “Agreement”) but not defined herein shall have the meanings assigned to such terms in the Indenture.

Section 2. Purchase and Delivery. On the basis of the representations and covenants contained in this Agreement and subject to the terms and conditions contained in this Agreement, the Purchaser will purchase the Bonds from the Issuer and the Issuer will sell the Bonds to the Purchaser. As consideration for the sale of the Bonds, the Purchaser will make advances on the Bonds at the times and under the conditions specified in Section 702 of the Indenture. The Issuer will deliver the Bonds to the Purchaser as provided in Section 403 of the Indenture, or at such other time as is mutually agreeable to the Purchaser and the Issuer (the “Closing Date”).

Section 3. Issuer Representations. The Issuer represents that, as of the date of this Agreement:

(a) Each of the representations of the Issuer in the Lease Agreement, dated as of _____ 1, 2019 (the “Lease” and, together with the Indenture and this Agreement, the “Bond Documents”), between the Issuer and the Company, and the Indenture is true and correct as if made on and as of the date of this Agreement.

(b) Pursuant to Ordinance No. _____ duly adopted by the Board of County Commissioners of Torrance County on May 7, 2019 (the “Bond Ordinance”), the Issuer duly authorized and approved (i) the execution and delivery by the Issuer of the Bond Documents and the performance by the Issuer of its obligations under the Bond Documents, and (ii) the issuance, execution and delivery of the Bonds. The Bond Ordinance has not been amended, modified or repealed.

Section 4. Company Representations. The Company represents that as of the date hereof:

(a) Each of the representations of the Company in the Lease is true and correct as if made on and as of the date of this Agreement.

(b) This Agreement and the Lease constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their

respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.

(c) The Company is a Delaware limited liability company, duly organized, validly existing and in good standing under the law of the State of Delaware and is a duly registered foreign limited liability company authorized to do business in the State of New Mexico and has full legal capacity, right, power and authority to own the Company's properties and conduct the Company's business. The Company has full legal capacity, right, power and authority to execute and deliver this Agreement and the Lease, to provide for the operation and management of the Project Property, and to take any and all such action as may be required on its part to carry out, give effect to and consummate the transactions contemplated by this Agreement and the Lease.

(d) Neither the execution and delivery of this Agreement and the Lease, nor the consummation of the transactions contemplated therein or the compliance with the provisions thereof, will conflict with, or constitute on the part of the Company a material violation of, or a material breach of or material default under any indenture, mortgage, commitment, note or other agreement or instrument to which the Company is a party or by which the Company is bound, or any material order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its activities or properties. All consents, approvals, authorizations and orders of governmental or regulatory authorities (except as required under state securities laws) which are required for the Company's execution and delivery of, consummation of the transactions contemplated by, and compliance with the provisions of this Agreement and the Lease have been obtained.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best of the knowledge of the Company, threatened, against or affecting the Company, or the actions taken or contemplated to be taken by the Company, nor, to the best of the knowledge of the Company, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the business or financial condition of the Company, or the transactions contemplated by, or the validity or enforceability of, this Agreement or the Lease.

(f) No event has occurred and no condition exists which, upon issuance of the Bonds, would constitute (or with the giving of notice or lapse of time, or both, would constitute) an Event of Default under the Lease.

(g) The Company is not in violation of any provisions of, or in default under any statute, indenture, mortgage, commitment, note or other agreement or instrument to which it is a party or by which it is bound, or any order, rule, regulation or decision of any court or governmental agency or body having jurisdiction over it or any of its activities or properties, which violation would materially and adversely affect its business or financial condition.

Section 5. Purchaser Representations. The Purchaser represents and acknowledges that, as of the date of this Agreement:

(a) The Purchaser is purchasing the Bonds for its own account for investment and with no present intention of distributing or reselling the Bonds or any interest in the Bonds but without prejudice, however, to its right at all times to sell or otherwise dispose of all but not part of the Bonds in compliance with the Securities Act of 1933, as amended, the regulations promulgated thereunder, applicable state securities laws and regulations and the terms of the Bonds, upon receipt of appropriate investor representations, an opinion of counsel experienced in securities law matters and satisfactory to the Issuer and in accordance with the applicable terms of the Indenture.

(b) The Purchaser understands that the Bonds are a special limited, and not general, obligation of the Issuer, are payable solely from the Basic Rent received under the Lease and from the security therefor as described in the Indenture but from no other sources. The Purchaser understands that the Bonds are not secured by any obligation or pledge of any monies received or to be received from taxation or from the State or any political subdivision, taxing district, or municipality thereof (including, without limitation, the Issuer), and that the Bonds will never represent or constitute a general obligation, debt or bonded indebtedness of the Issuer, the State, any political subdivision or municipality thereof, and that no right will exist to have taxes levied by the Issuer, the State, any political subdivision or municipality thereof, for the payment of principal of, premium, if any, and interest on the Bonds. The Purchaser understands that payment of the Bonds depends upon the general credit of the Company, and upon the security granted in the Indenture for the Company's obligations under the Lease.

(c) The Purchaser is an affiliate of the Company and has been afforded the opportunity to discuss the business, assets and financial position of the Company with the officers, employees and auditors of the Company; and has received such information concerning the Company and its business, assets and financial position, and the Project (as defined in the Lease) as it deems necessary in making its decision to purchase the Bonds.

(d) The Purchaser is duly and legally authorized to purchase the Bonds, has such knowledge and experience in financial and business matters (including the ownership of municipal conduit obligations) as are required for, and is capable of, evaluating the merits and risks of its purchase of the Bonds, is aware of the intended use of proceeds of the Bonds, and understands that interest on the Bonds is not excludable from gross income for federal income tax purposes.

(e) The Purchaser understands that neither the Issuer nor any of its officials, counsel, consultants or agents has undertaken to furnish any information with respect to the Company or to ascertain the accuracy of any information furnished to the Purchaser with respect to the Company, and the Purchaser has not requested or received any representations from the Issuer with respect to any such information, its accuracy or completeness. The Purchaser waives any requirement of due diligence in investigation or inquiry on the part of the Issuer, its officials, counsel, agents and consultants and all claims, actions or causes of action which the Purchaser may have from and after the date hereof against the Issuer, its officials, counsel, agents and

consultants growing out of any such action which any of the foregoing took, or could have taken, in connection with the authorization, execution, delivery, and sale of the Bonds to the Purchaser or in connection with any statement or representation by the Company which induced the Purchaser to purchase the Bonds.

(f) The Purchaser has received and reviewed copies of the Bond Documents and the Bond Ordinance.

(g) This Agreement constitutes the legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.

(h) The Purchaser has been informed by the Company and agrees that the Indenture has not been qualified under the Trust Indenture Act of 1939, and that the Bonds (i) are not being registered or otherwise qualified for sale under (a) the Securities Act of 1933, as amended, or (b) the "Blue Sky" laws and regulations of any state, (ii) will not be listed on any stock or other securities exchange, (iii) will not carry a rating from any rating service and (iv) will not be readily marketable. The Purchaser has been informed by the Company and agrees that a legend will be placed on the Bonds certificate or any other documents evidencing ownership of the Bonds to the effect that it has not been registered under the Securities Act of 1933, as amended, or the applicable state "Blue Sky" laws and that it may only be transferred in compliance with the Indenture and applicable securities laws.

(i) The execution, delivery and performance of this Agreement by the Purchaser will not constitute a default under any other agreement by which the Purchaser is bound.

(j) The Purchaser acknowledges that its purchase of the Bonds constitutes a transaction in a bond secured by the Indenture which is, among other things, a personal property security agreement, pursuant to which the Bonds are offered and sold as a unit.

Section 6. Indemnification.

(a) The Company and the Purchaser will, jointly and severally, indemnify, defend and hold harmless the Depository, as defined in the Indenture, each agent and employee of the Depository, the Issuer, each County Commission member, official, agent or employee of the Issuer and each person, if any, who has the power, directly or indirectly, to direct or cause the direction of the management and policies of the Issuer (each an "Indemnified Party" and, collectively, the "Indemnified Parties") from and against any and all losses, claims, damages, liabilities, joint or several, or expenses related thereto arising out of or in connection with or caused by any offering, sale or resale of the Bonds in violation of any federal or state securities laws or by an untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact made to any person or caused by an omission or alleged omission of any material fact in connection with the Bonds or the sale, resale or delivery thereof.

(b) In case a claim is made or any action is brought against one or more of the Indemnified Parties based upon the matters described in the preceding paragraph and in respect of which indemnity is sought against the Company or the Purchaser pursuant to the preceding paragraph, the Indemnified Party or Parties seeking indemnity shall promptly notify the Company and the Purchaser, in writing, and the Company or the Purchaser shall promptly assume or cause the assumption of the defense thereof, including the employment of counsel chosen by the Company or the Purchaser and approved in writing by the Issuer (provided, that such approval by the Issuer shall not be unreasonably withheld), the payment of all expenses (including reasonable counsel fees and expenses) and the right to negotiate and consent to settlement. If the Company and the Purchaser fail to assume or cause the assumption of the defense of such action or to retain counsel reasonably satisfactory to the Issuer within a reasonable time after notice of the commencement of such action, the reasonable fees and expenses of counsel retained by the Indemnified Party shall be paid by the Company or the Purchaser. If any Indemnified Party is advised in a written opinion of counsel that the defenses of such Indemnified Party should be handled by separate counsel, the Company or the Purchaser shall not have the right to assume or cause the assumption of the defense of such Indemnified Party, but the Company and/or the Purchaser shall be responsible for the fees and expenses of such separate counsel (the "Separate Counsel") retained by such Indemnified Party. Notwithstanding, and in addition to, any of the foregoing, any one or more of the Indemnified Parties shall have the right to employ separate counsel with respect to any such claim or in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be paid by such Indemnified Party or Indemnified Parties unless the employment of such counsel has been specifically authorized in writing by the Company and the Purchaser. Neither the Company nor the Purchaser shall be liable for any settlement of any such action effected without the written consent of the Company or the Purchaser, but if settled with the written consent of the Company and the Purchaser or if there is a final judgment for the plaintiff in any such action with or without consent, the Company and the Purchaser will indemnify and hold harmless the Indemnified Parties from and against any loss or liability by reason of such settlement or judgment.

(c) In order to provide for just and equitable contribution in circumstances in which the indemnity provided for in this Section 6 is for any reason held to be unavailable to the Indemnified Parties in accordance with its terms, the Purchaser and the Company shall contribute to the aggregate losses, liabilities, claims, damages and expenses of the nature contemplated by this Section 6 incurred by the Indemnified Parties in such proportions as determined by a court having jurisdiction of the matter.

(d) The covenants and agreements of the Purchaser and the Company under this Section 6 are joint and several.

Section 7. Conditions. The obligation of the Purchaser to purchase the Bonds and the obligation of the Issuer to sell the Bonds are subject to satisfaction of the following conditions precedent:

(a) The representations of the Issuer, the Purchaser and the Company in this Agreement will be true and correct on and as of the date the Bonds are issued (the “Closing Date”) as if made on and as of the Closing Date.

(b) As of the Closing Date, no Default (as defined in the Indenture) or Event of Default (as defined in the Lease) will have occurred and be continuing, and no event will have occurred and be continuing which, with the lapse of time or the giving of notice or both, would constitute a Default or Event of Default.

(c) On or before the Closing Date, all actions required to be taken as of the Closing Date in connection with the Bonds, the Bond Ordinance and the Bond Documents by the Issuer, the Purchaser and the Company will have been taken, and the Issuer, the Purchaser and the Company will each have performed and complied with all agreements, covenants and conditions required to be performed or complied with by the Bond Ordinance and the Bond Documents.

(d) The Indenture will have been duly executed and delivered by the Issuer, the Purchaser and the Depository. The Lease will have been duly executed by the Issuer and the Company. Each of the Bond Documents, the Bond Ordinance and all other official action of the Issuer relating to the Bonds, the Project (as defined in the Lease) and the Bond Documents will be in full force and effect on the Closing Date and will not have been amended, modified or supplemented on or before the Closing Date.

(e) The Issuer, the Company and the Purchaser will have received the following, each dated the Closing Date:

(i) the approving opinion of Modrall, Sperling, Roehl, Harris & Sisk, P.A., Bond Counsel, substantially in the form of Exhibit A;

(ii) the opinion of counsel to the Company, substantially in the form of Exhibit B;

(iii) the opinion of the Attorney for the Issuer, substantially in the form set forth in Exhibit C;

(iv) the opinion of counsel to the Purchaser, substantially in the form set forth in Exhibit D;

(v) a certificate of and with reference to the Issuer and signed by a duly authorized officer of the Issuer to the effect set forth in subsections (a) and (c) of this Section 7 with respect to the Issuer;

(vi) a certificate of and with reference to the Company signed by a duly authorized officer of the Company to the effect set forth in subsections (a), (b) and (c) of this Section 7;

with a copy to: Jill Sweeney, Esq.
Sherman & Howard, L.L.C.
500 Marquette Avenue NW, Suite 1203
Albuquerque, NM 87102
Telephone: (505) 814-6958
E-mail: jsweeney@shermanhoward.com

If to the Purchaser: _____
700 Universe Blvd.
P.O. Box 14000
Juno Beach, FL 33408-0420
Attn: Vice President, Business Management
Tel: (561) 304-5511 (for use in connection with courier
deliveries)
E-mail: michael.sheehan@nexteraenergy.com

If to the Company: High Lonesome Mesa Wind, LLC
700 Universe Blvd.
P.O. Box 14000
Juno Beach, FL 33408-0420
Attn: Vice President, Business Management
Tel: (561) 304-5511 (for use in connection with courier
deliveries)
E-mail: michael.sheehan@nexteraenergy.com

Any Party may, by notice to each of the other Parties, designate any further or different addresses to which subsequent notices, certificates or other communications are to be sent.

Section 10. Remedies. No right or remedy conferred on any party in this Agreement is intended to be exclusive of any other right or remedy. No delay or omission of any party to exercise any such right or remedy may be exercised from time to time and as often as the relevant party may deem expedient. No waiver by any party of any right or remedy with respect to any Default or Event of Default will extend to or affect any other existing or subsequent Default or Event of Default.

Section 11. Severability. In case any one or more of the provisions of this Agreement or of the Bonds are for any reason held to be illegal or invalid, such illegality or invalidity will not affect any other provision of any of this Agreement or of the Bonds, but this Agreement and the Bonds will be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement of the Issuer contained in this Agreement or the Bonds are for any reason held to be in violation of law, then such covenant, stipulation, obligation or agreement will be deemed to be the covenant, stipulation, obligation or agreement of the Issuer to the full extent permitted by law.

Section 12. Obligations of Issuer Not Obligations of Officials Individually. No obligation under any of the Bond Documents or the Bonds will be deemed to be an obligation of any present or future officer (including, without limitation, County Commissioners) or employee of the Issuer in his or her individual capacity, and no officer of the Issuer who executes the Bonds will be personally liable on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 13. Limitation of Issuer's Liability. No agreements or provisions contained in this Agreement nor any agreement, covenant or undertaking by the Issuer contained in any document executed by the Issuer in connection with any property of the Company financed, directly or indirectly, out of the Bond proceeds or the issuance, sale and delivery of the Bonds will give rise to any pecuniary liability of the Issuer, its officials, employees, agents or members of its governing body or constitute a charge against the Issuer's general credit, or will obligate the Issuer financially in any way, except with respect to the Basic Rent available under the Lease and the Indenture provided by the Company and pledged to the payment of the Bonds, and their application as provided under the Indenture. No failure of the Issuer to comply with any terms, covenants or agreements in this Agreement or in any document executed by the Issuer in connection with the Bonds will subject the Issuer, its officials, employees, agents and members of its governing body to any pecuniary charge or liability except to the extent that the same can be paid or recovered from the funds available under the Lease or the Indenture provided by the Company and pledged to the payment of the Bonds. None of the provisions of the Bond Documents will require the Issuer to expend or risk its own funds or to otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers under the Bond Documents. Nothing in this Agreement will preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Issuer for any failure to comply with any term, condition, covenant or agreement in any of the Bond Documents; provided, that no costs, expenses or other monetary relief will be recoverable from the Issuer except as may be payable from the funds available under the Lease or the Indenture provided by the Company and pledged to the payment of the Bonds.

Section 14. Title, Headings. The title and headings of the articles and sections of this Purchase Agreement have been used for convenience only and do not modify or restrict any of the terms or provisions hereof.

Section 15. Execution in Counterparts. This Agreement may be executed in counterparts, all of which taken together will constitute one instrument.

Section 16. Applicable Law. The validity, construction and effect of this Agreement will be governed by the law of the State of New Mexico.

Section 17. Expenses. All costs and expenses relating to the preparation, issuance, delivery and sale of the Bonds and the preparation, execution and delivery of the Bond Ordinance, the Bond Documents and all other agreements, documents and instruments related to the transactions contemplated by the Bond Documents, including the fees and expenses of Issuer's outside review counsel, are to be paid by the Company.

Section 18. Performance of the Parties. The respective obligations of the parties hereunder are subject to the performance by each other party hereto of its own obligations hereunder.

[Signature pages follow]

DATED: _____

_____, LLC
as Purchaser

By: _____
Name: _____
Title: _____

HIGH LONESOME MESA WIND, LLC
as Company

By: _____
Name: _____
Title: _____

DATED AS OF _____.

BOARD OF COUNTY COMMISSIONERS,
TORRANCE COUNTY, NEW MEXICO

By: _____
Ryan Schwebach, Chairman

(SEAL)

ATTEST:

By: _____
Linda Jaramillo, County Clerk

Exhibit A

Form of Opinion of Bond Counsel

_____, 2019

Torrance County, New Mexico
Estancia, New Mexico

_____, LLC
Juno Beach, Florida

High Lonesome Mesa Wind, LLC
Juno Beach, Florida

BOKF, NA
Albuquerque, New Mexico

Re: \$75,000,000 Torrance County, New Mexico Taxable Industrial Revenue Bonds (High Lonesome Mesa Wind, LLC Repower Project), Series 2019

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance and sale by Torrance County, New Mexico (the “Issuer”) of its Taxable Industrial Revenue Bonds (High Lonesome Mesa Wind, LLC Repower Project), Series 2019 in the maximum principal amount of \$75,000,000 (the “Bonds”).

The Bonds will bear interest on the outstanding principal amount at a per annum rate equal to five and 00/100 percent (5.00%). Interest on the Bonds is payable each December 1, beginning December 1, 2020, with the outstanding principal amount of the Bonds plus all interest thereon due and payable in full at their final maturity.

The Bonds are subject to redemption prior to maturity as described in the Indenture dated as of _____ 1, 2019 (the “Indenture”) among the Issuer, _____, LLC (the “Purchaser”), High Lonesome Mesa Wind, LLC (the “Company”) and BOKF, NA (the “Depositary”).

The principal of, interest on and redemption price of the Bonds are not general obligations of the Issuer but special obligations payable solely from the revenues pledged under the Indenture. Neither the faith and credit nor the taxing power of the State of New Mexico or of any of its political subdivisions or municipalities, including the Issuer, is pledged to the payment

of the principal of, interest on or redemption price of the Bonds. The principal of, interest on and redemption price of the Bonds will never constitute a debt or indebtedness of the Issuer within the meaning of any provision or limitation of the constitution or laws of the State of New Mexico. The Bonds will never constitute nor give rise to a pecuniary liability of the State of New Mexico, any of its political subdivisions or of the Issuer or a charge against their general credit or taxing powers.

In connection with the issuance of the Bonds, we have examined (a) a certified copy of an ordinance passed by the Torrance County Commission on May 7, 2019 authorizing the issuance of the Bonds, pursuant to and under the provisions of NMSA 1978, Sections 4-59-1 to-16 (1975, as amended through 2015) (the "Act"); (b) the executed Bonds; (c) executed counterparts of the Indenture, the Lease Agreement dated as of _____ 1, 2019 (the "Agreement") between the Issuer and the Company and the Bond Purchase Agreement dated the date hereof (the "Bond Purchase Agreement" and, together with the Indenture and the Agreement, the "Bond Documents") among the Purchaser, the Issuer and the Company; and (d) such other opinions, documents, certificates and letters as we deemed relevant in rendering this opinion.

Based on such examination, in our opinion:

1. The Issuer is a political subdivision of the State of New Mexico and has the power and authority, under the constitution and laws of the State of New Mexico, including the Act, to execute and deliver the Bond Documents, and to authorize, execute, issue and deliver the Bonds.
2. The terms and provisions of the Bonds and the Bond Documents comply in all respects with the requirements of the Act.
3. The Bonds have been validly authorized, executed and issued in accordance with the law of New Mexico and represent the valid and binding special obligation of the Issuer.
4. The Bond Documents have been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties to the Bond Documents, constitute legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.
5. Neither the offer nor sale of the Bonds to the Purchaser pursuant to the Bond Documents is required to be registered under any federal or New Mexico securities law. The Indenture is not required to be qualified under the Trust Indenture Act of 1939, as amended.
6. The issuance and sale of the Bonds to the Purchaser is not subject to Rule 15c2-12 of the Securities and Exchange Commission.

Our opinion in paragraph 4 above, insofar as it relates to the enforceability of the Indenture, is subject to the following qualifications:

- (i) New Mexico law may require that notice of acceleration be given to the Company before foreclosure of the Indenture. *Comer v. Hargrave*, 1979-NMSC-059, 93 N.M. 170, 598 P.2d 213.
- (ii) We express no opinion as to title to or the priority of any lien on or security interest in any real or personal property.
- (iii) NMSA 1978, Section 42A-1-24(C) (2001) provides that a court which has heard and adjudicated a condemnation proceeding has the power over the condemnee's compensation to "make orders as the court deems necessary with respect to encumbrances, liens, rents, insurance and other just and equitable charges."

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of a result.

Very truly yours,

Exhibit B

Form of Opinion of Counsel to the Company

_____, 2019

Torrance County, New Mexico
Estancia, New Mexico

_____, LLC
Juno Beach, Florida

BOKF, NA
Albuquerque, New Mexico

Ladies and Gentlemen:

We have represented High Lonesome Mesa Wind, LLC (the “Company”) in connection with (i) the Lease Agreement dated as of _____ 1, 2019 (the “Agreement”) between Torrance County, New Mexico (the “Issuer”) and the Company, (ii) the Bond Purchase Agreement (the “Bond Purchase Agreement”) dated the date hereof among _____, LLC (the Purchaser”), the Issuer and the Company, pursuant to which the Purchaser has agreed to purchase the Issuer’s Taxable Industrial Revenue Bonds (High Lonesome Mesa Wind, LLC Repower Project), Series 2019 in the maximum principal amount of \$75,000,000 to be issued under the Indenture dated as of _____ 1, 2019 (the “Indenture”) among the Issuer, the Purchaser, the Company and the Depository, and (iii) the Indenture. We have reviewed executed copies of the Bond Documents (as defined below), and certificates of officers of the Company and public officials and we have made such other investigations of law and fact as we have deemed necessary. The Agreement, the Indenture and the Bond Purchase Agreement are referred to herein as the Bond Documents.

Based upon the foregoing, in our opinion:

1. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of Delaware, is duly registered as a foreign limited liability company under the laws of New Mexico and has duly authorized the execution, delivery and performance of the Agreement, the Indenture and the Bond Purchase Agreement.

2. The execution, delivery and performance by the Company of the Agreement, the Indenture and the Bond Purchase Agreement will not conflict with, contravene, violate or constitute a breach of or default under the articles of organization or operating agreement of the Company or any law, rule, regulation, ordinance, or, to our knowledge, based on a certificate of an officer of the Company, any order, consent, decree, agreement or instrument to which the

Company is a party or by which it or its properties, including the Project Property as defined in the Lease, is bound.

3. All necessary authorizations, approvals, consents and other orders of any governmental authority or agency for the execution and delivery by the Company of the Agreement, the Indenture and the Bond Purchase Agreement have been obtained and are in full force and effect.

4. There is no action, suit, proceeding, inquiry or investigation by or before any court, public board or body pending or, to our knowledge, threatened against the Company, which (i) seeks to or does restrain or enjoin the issuance or delivery of the Bonds or the execution and delivery of any of the Bond Documents, (ii) in any manner questions the validity or enforceability of the Bonds or any of the Bond Documents, or (iii) questions the authority of the Company to own or operate any of the Project Property, as defined in the Lease.

5. The Agreement, the Indenture and the Bond Purchase Agreement have been duly authorized, executed and delivered and constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.

The opinions expressed in this opinion letter are limited to the federal laws of the United States, the laws of the State of New Mexico, and the Limited Liability Company Act of the State of Delaware.

Very truly yours,

Exhibit C

Form of Opinion of Counsel to Issuer

[_____], 2019

Torrance County, New Mexico
205 S. 9th St.
Estancia, NM 87016

_____, LLC
P.O. Box 14000
Juno Beach, FL 33408-0420

High Lonesome Mesa Wind, LLC
P.O. Box 14000
Juno Beach, FL 33408-0420

\$75,000,000
Torrance County, New Mexico
Taxable Industrial Revenue Bonds
(High Lonesome Mesa Wind, LLC Repower Project)
Series 2019

Ladies and Gentlemen:

We have acted as special counsel to Torrance County, New Mexico (the “Issuer”) in connection with the issuance by the Issuer of its Taxable Industrial Revenue Bonds (High Lonesome Mesa Wind, LLC Repower Project), Series 2019 in the maximum principal amount of \$75,000,000 (the “Bonds”).

For the purposes of the opinions expressed in this letter, we have examined the following documents:

A. An executed copy of the Issuer’s Resolution No. _____, establishing the Issuer’s notice standards.

B. A copy of the letters from the Issuer to the Torrance County Assessor, the Town of Estancia, the Town of Mountainair, the Village of Willard, the Village of Encino, the City of Moriarty, the Estancia Municipal School District, the Moriarty-Edgewood School District, Mountainair Public Schools, Vaughn Municipal Schools, [Corona Public Schools], East Torrance Soil and Water Conservation District, Claunch-Pinto Soil and Water Conservation District, [Carrizozo Soil and Water Conservation District], and [Edgewood Soil and Water Conservation District], each dated April __, 2019, notifying such parties of the Issuer’s intent to consider the Bond Ordinance (defined below).

C. The *Affidavit of Publication of Notice of the Intent to Consider the Bond Ordinance* dated as of April __, 2019, attesting to the publication of the notice of intent to consider the Bond Ordinance in the *Albuquerque Journal* on April __, 2019.

D. An executed copy of Ordinance ___ adopted by the Issuer on May 7, 2019 (the “Bond Ordinance”).

E. The *Affidavit of Publication of Notice of Adoption of Bond Ordinance* dated as of _____, 2019, attesting to the publication of the notice of adoption of the Bond Ordinance in the *Albuquerque Journal* on May __, 2019.

F. The Indenture dated as of _____ 1, 2019 (the “Indenture”), among the Issuer, _____, LLC (the “Purchaser”), High Lonesome Mesa Wind, LLC (the “Company”) and BOKF, NA (the “Depositary”).

G. The Lease Agreement dated as of _____ 1, 2019 (the “Lease”), between the Issuer and the Company.

H. The Bond Purchase Agreement dated as of _____, 2019 (the “Bond Purchase Agreement”), among the Issuer, the Purchaser and the Company. The Bond Purchase Agreement, together with the Indenture and the Lease are collectively referred to herein as the “Bond Documents”).

I. Minutes from the Torrance County Board of County Commissioners meeting held on February 27, 2019.

J. Minutes from the Torrance County Board of County Commissioners meeting held on May 7, 2019.

K. The Issuer Certificate dated as of the date hereof and delivered by the Issuer in connection with the issuance of the Bonds.

L. The report of the records of the State of New Mexico Seventh Judicial District Court and the United States District Court for the District of New Mexico prepared by UCC Search, Inc., on _____, 2019 (the “Court Records Report”).

In addition, we have examined such other records, documents, certificates, opinions and other matters as are in our judgment necessary or appropriate to enable us to render the opinions expressed herein.

Capitalized terms used herein and not otherwise defined in this opinion shall have the meanings ascribed to them in the Bond Documents. As used herein, the term “**knowledge**” means the current actual personal conscious awareness of facts and other information by the lawyers in the undersigned law firm actively involved in preparing this opinion letter, but does not include constructive knowledge or inquiry knowledge. The qualification of any statement in this opinion with respect to the existence or absence of facts “to our knowledge” means that, during the course of our representation, no information has come to the attention of any lawyer in the undersigned law firm actively involved in preparing this opinion letter which would give us actual knowledge of the existence or absence of such facts. However, we have not undertaken

any investigation to determine the existence or absence of such facts, and no inference as to our knowledge thereof shall be drawn from the fact of our representation of any party or otherwise.

Based on our review of the foregoing and the assumptions, qualifications and limitations contained in this opinion, in our opinion:

1. The Issuer is a duly organized and validly existing political subdivision of the State of New Mexico under the Constitution and laws of the State of New Mexico.
2. To our knowledge, Ordinance Number _____ (the “Bond Ordinance”) was duly adopted by the Torrance County Board of County Commissioners (the “Commission”) on May 7, 2019 in accordance with all applicable laws and has not been repealed or rescinded.
3. Without opining as to the legality, validity or enforceability of the Bonds, the Indenture, the Lease Agreement and the Bond Purchase Agreement (all as defined in the Bond Ordinance), the adoption of the Bond Ordinance by the Board will not violate any provision of the Constitution or laws of the State of New Mexico.
4. To our knowledge, and based solely upon our examination of the Court Records Report, there is no action, suit, or proceeding before or in the State of New Mexico Seventh Judicial District Court and the United States District Court for the District of New Mexico pending against the Issuer which seeks to or does restrain or enjoin the issuance or delivery of the Bonds, or in any manner questions the authority or proceedings for the issuance of the Bonds.

In giving the opinions contained in this letter, we have assumed without investigation:

- A. the authenticity of all documents submitted to us as originals, the genuineness of all signatures and the conformity to authentic originals of all documents submitted to us as copies;
- B. the truthfulness and accuracy of all factual (in no event legal) matters contained in the representations and warranties in the Bond Documents, the Issuer Certification Instrument, the Court Records Report and in the certificates executed and delivered at closing by officials of the Issuer on the Closing Date;
- C. that all statutes, judicial and administrative decisions, and rules and regulations of governmental agencies, constituting the law of New Mexico are generally available (*i.e.*, in terms of access and distribution following publication or other release) to lawyers practicing in New Mexico, and are in a format that makes legal research reasonably feasible;

D. that the constitutionality or validity of a relevant statute, rule, regulation or agency action is not in issue unless a reported decision binding upon New Mexico courts has specifically addressed but not resolved, or has established, its unconstitutionality or invalidity; and

This opinion is limited to the matters expressly stated herein and is based on the assumptions and qualifications set forth herein and no further opinion may be inferred. This opinion is delivered to the addressees hereof in connection with the issuance of the Bonds, and the opinion and all conclusions stated herein may not be quoted or relied upon by any person other than the addressees hereof or for any purpose other than as stated herein without our prior written consent. We make no undertaking to supplement this opinion if facts or circumstances come to our attention or changes in the law occur after the date of this letter.

The foregoing opinions are limited to matters involving the law of the State of New Mexico and the Issuer, and we do not express any opinion as to the laws of any other jurisdiction.

Very truly yours,

Exhibit D

Form of Opinion of Counsel to the Purchaser

_____, 2019

Torrance County, New Mexico
Estancia, New Mexico

High Lonesome Mesa Wind, LLC
Juno Beach, Florida

BOKF, NA
Albuquerque, New Mexico

Ladies and Gentlemen:

We have acted as counsel to _____, LLC (the “Purchaser”) in connection with the Indenture dated as of _____ 1, 2019 (the “Indenture”) among BOKF, NA, as depository (the “Depository”), Torrance County, New Mexico (the “Issuer”), High Lonesome Mesa Wind, LLC (the “Company”) and the Purchaser, and the Bond Purchase Agreement (the “Bond Purchase Agreement”) dated the date hereof among the Purchaser, the Issuer and the Company, pursuant to which the Purchaser has agreed to purchase the Issuer’s Taxable Industrial Revenue Bonds (High Lonesome Mesa Wind, LLC Repower Project), Series 2019 in the maximum principal amount of \$75,000,000 to be issued under the Indenture. The Indenture, the Bond Purchase Agreement, and the Lease Agreement dated as of _____ 1, 2019 between the Company and the Issuer are referred to herein as the “Bond Documents.” In connection with this transaction, we have examined executed copies of the Bond Documents, certificates of officers of the Purchaser and certificates of public officials and have made such other investigations of law and fact as we have deemed necessary.

Based upon the foregoing, in our opinion:

1. The Purchaser is a limited liability company duly organized and validly existing and in good standing under the laws of Delaware.
2. The execution, delivery and performance by the Purchaser of the Indenture and the Bond Purchase Agreement will not conflict with, contravene, violate or constitute a breach of or default under the Articles of Incorporation or the bylaws of the Purchaser or any law, rule, regulation, ordinance, or, to our knowledge, based on a certificate of an officer of the Purchaser, any order, consent, decree, agreement or instrument to which the Purchaser is a party or by which it or its property is bound.
3. All necessary authorizations, approvals, consents and other orders of any governmental authority or agency for the execution and delivery by the Purchaser of the Indenture and the Bond Purchase Agreement have been obtained and are in full force and effect.

4. There is no action, suit, proceeding, inquiry or investigation by or before any court, public board or body pending or, to our knowledge, threatened against the Purchaser, which (i) seeks to or does restrain or enjoin the issuance or delivery of the Bonds or the execution and delivery of any of the Bond Documents, or (ii) in any manner questions the validity or enforceability of the Bonds or any of the Bond Documents.

5. The Indenture and the Bond Purchase Agreement constitute legal, valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.

This opinion has been delivered at your request for the purposes in connection with the Bond Documents. Without our prior written consent, this opinion is not to be utilized or quoted for any other purpose and no one other than you is entitled to rely thereon. The opinions expressed in this opinion letter are limited to the federal laws of the United States, the laws of New Mexico, and the Limited Liability Company Act of the State of Delaware.

Very truly yours,

TORRANCE COUNTY, NEW MEXICO,
as Issuer

_____ LLC,
as Purchaser

HIGH LONESOME MESA WIND, LLC
as the Company

and

BOKF, NA,
as Depositary

INDENTURE

Dated as of _____ 1, 2019

Securing

\$75,000,000
Torrance County, New Mexico
Taxable Industrial Revenue Bonds
(High Lonesome Mesa Wind, LLC Repower Project)
Series 2019

This instrument constitutes a security agreement with respect to certain personal property, including certain after-acquired property as set forth herein, under the laws of the State of New Mexico.

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TORRANCE COUNTY, NEW MEXICO, a political subdivision existing under the laws of the State of New Mexico (together with its successors and assigns, the “Issuer”), _____, LLC, a Delaware limited liability company (together with its successors and assigns, and transferees of the Bonds, the “Purchaser”), HIGH LONESOME MESA WIND, LLC, a Delaware limited liability company (the “Company”) and BOKF, NA (together with its successors and assigns, the “Depository”), agree:

ARTICLE I - RECITALS

Section 101. The Act. Pursuant to Sections 4-59-1 through 4-59-16, NMSA 1978 (the “Act”), the Issuer is authorized to acquire, construct and equip certain industrial or commercial projects and to issue industrial revenue bonds to finance such projects and certain related costs. Such bonds are payable by the Issuer solely out of revenue of the leasing of such projects. Such bonds may be further secured by, among other things, a mortgage and lien upon the properties acquired, constructed and equipped as part of the Repower Project (as defined in Section 102). Under the Act, a project may include land, buildings, machinery, equipment and other property deemed necessary in connection with such project.

Section 102. Government Proceeding. The Company has presented to the Board of County Commissioners of Torrance County, New Mexico (the “Issuer”) a proposal relating to the issuance of taxable industrial revenue bonds to finance the acquisition and installation of certain wind energy generation equipment, transformers and associated electrical generating equipment used to generate electricity from wind energy (the “Equipment Project Property”) related to the High Lonesome Wind Project located in the County and outside the corporate limits of any municipality in the County (the “Project Site”), to be used by the Company to replace worn-out or otherwise obsolete wind energy generation equipment, for the continued generation and transportation of electricity (the “Repower Project”). The Issuer, by County Ordinance ____ adopted on May 8, 2019 (the “Ordinance”), authorized, among other matters, (i) the issuance of its Torrance County, New Mexico, Taxable Industrial Revenue Bonds (High Lonesome Mesa Wind, LLC Repower Project), Series 2019 (the “Series 2019 Bonds” or the “Bonds”), in the principal amount not to exceed \$75,000,000, with the Bonds being substantially in the form of Exhibit A and (ii) the execution and delivery of this Indenture.

Section 103. Indenture; Lien; Collateral Pledge. The Bonds are issued under this Indenture (together with any and all amendments and supplements, this “Indenture”), which constitutes a collateral pledge of the Agreement (defined below).

Section 104. The Agreement. The Issuer has entered into a Lease Agreement (together with any and all amendments and supplements, the “Agreement”), dated as of the date of this Indenture, with the Company under which the Issuer has leased the Equipment Project Property to the Company, and the Company has agreed to make rental payments in amounts sufficient to pay the principal of, interest on and redemption price of the Bonds. For the purpose of providing security for the payment of the principal of, interest on and redemption price of the Bonds, the Issuer wishes to assign to the Purchaser certain of its interests in the Agreement but reserving its rights under the Agreement to certain payments, reimbursement for certain costs and expenses, and to give consents and to be indemnified.

Section 105. Conditions Precedent Performed. The Issuer is not aware of any act, condition or thing required on the part of the Issuer by the Constitution and laws of the State of New Mexico to happen, exist or be performed precedent to and in the execution and delivery of this Indenture, the Agreement and the issuance of the Bonds, except such as do exist and have happened and been performed.

ARTICLE II - DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 201. Meanings of Words and Terms. All capitalized words and terms defined in the Agreement have the same meanings when used in this Indenture if not also defined in this Indenture. Defined terms in all Bond Documents have consistent meanings unless otherwise expressed. In addition:

“Acquisition Fund” has the meaning assigned in Section 701.

“Act” has the meaning assigned in Section 101.

“Advance” has the meaning assigned in Section 702.

“Agreement” has the meaning assigned in Section 104.

“Authorized Company Representative” means any one of the persons at the time designated to act on behalf of the Company in a certificate furnished to the Issuer and the Depository containing the specimen signatures of such persons and signed on behalf of the Company by an officer of the Company.

“Bond Documents” means this Indenture, the Agreement and the Bond Purchase Agreement.

“Bond Fund” has the meaning assigned in Section 602.

“Bond Purchase Agreement” means the Bond Purchase Agreement dated the date of the execution and delivery of this Indenture among the Purchaser, the Issuer and the Company.

“Bonds” have the meaning assigned in Section 102.

“Business Day” means any day that is not a Saturday or Sunday or a day on which banking institutions in the State or in the County of payment are authorized or required to close.

“Certificate of Qualified Investor” means the certificate attached hereto as Exhibit E.

“Company” has the meaning assigned in the first paragraph of this Indenture.

“Completion Certificate” means a certificate by the Company certifying that the Repower Project is complete and all costs have been paid for or provisions have been made for their payment, in the form attached hereto as Exhibit C.

“Depository” has the meaning assigned in the first paragraph of this Indenture.

“Equipment Project Property” means (i) wind energy generation equipment, transformers and associated electrical generating equipment used to generate electricity from wind energy and other personal property of any kind whether now owned or hereafter acquired with the proceeds of the Bonds prior to the Completion Date as further described in Exhibit A to the Agreement, and (ii) any rights of the Company in, or related to, the Equipment Project Property now owned or hereafter acquired under easements, agreements or leases assigned to the Issuer.

“Event of Default” has the meaning assigned in Section 901.

“Facility” means the wind-generating generating facility known as High Lonesome Mesa Wind Project, located on Mesa de los Jumanos, approximately 9 miles south of the Village of Willard in Torrance County, New Mexico, and its related supporting equipment and all improvements thereon for the generation and transmission of electricity.

“Final Maturity Date” means the thirtieth anniversary of the date of this Indenture.

“Indenture” has the meaning assigned in Section 103.

“Issue Date” means the date of issuance and delivery of the Bond to the Purchaser.

“Issuer” has the meaning assigned in the first paragraph of this Indenture.

“Lender” or “Lenders” means any and all persons or successors in interest thereof lending money or extending credit related to the Repower Project (including any financing lease, monetization of tax benefits, back-leverage financing or credit derivative arrangement) to the Company or to an affiliate of the Company including: (i) for the construction, permanent or interim financing or refinancing of the Repower Project; (ii) for working capital or other ordinary business requirements of the Repower Project (including the maintenance, repair, replacement or improvement of the Repower Project); (iii) for any development financing, bridge financing, credit support, credit enhancement or interest rate protection in connection with the Repower Project; (iv) for any capital improvement or replacement related to the Repower Project; or (v) for the purchase of the Equipment Project Property and related right from the Company, and/or (b) participating (directly or indirectly) as an equity investor in the Repower Project primarily in connection with the utilization of applicable federal tax credits or tax depreciation benefits associated with holding an ownership interest in the Repower Project, or (c) participating as a lessor under a lease finance arrangement relating to the Repower Project (which arrangement shall not be deemed to include the Lease Agreement, and which person or persons shall not include Company or any of its affiliates).

“Ordinance” has the meaning assigned in Section 102.

“Parties” means the Company, the Issuer, the Purchaser and the Depositary.

“Party” means any one of the Parties.

“Payment Date” means the thirtieth anniversary of the date of this Indenture.

“Payment of the Bonds” means payment in full of the principal of, interest on and redemption price of the Bonds in accordance with their terms and the provisions of this Indenture and payment of all fees and expenses of the Issuer, the Purchaser and the Depositary payable by the Company under this Indenture, the Agreement or the Bond Purchase Agreement.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision.

“Project Site” means the real property in Torrance County, New Mexico described in Exhibit A to the Agreement.

“Record Date” means each December 1 while the Bonds are outstanding.

“Related Costs” means expenditures incurred or to be incurred by the Company with respect to the Repower Project, including, without limitation, the acquisition, installation, construction and commissioning of the Equipment Project Property.

“Repower Project” means the acquisition of the Equipment Project Property and its installation in the Facility.

“State” means the State of New Mexico.

Section 202. Rules of Construction.

(a) The captions and headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

(b) All references in this Indenture to particular articles, sections or exhibits are references to articles or sections of or exhibits to this Indenture unless some other reference is established.

(c) Any inconsistency between the provisions of the Agreement and the provisions of this Indenture will be resolved in favor of the provisions of the Agreement.

Section 203. Bonds Not General Obligations of Issuer. Neither the faith and credit nor the taxing power of the State or of any of its political subdivisions, including the Issuer, is pledged to the payment of the principal of, interest on or redemption price of the Bonds. The

Bonds will be payable by the Issuer solely out of the Basic Rent, proceeds and receipts and other security pledged hereby. The principal of, interest on and redemption price of the Bonds will never constitute a debt or indebtedness or general obligation of the Issuer within the meaning of any State constitutional provision or statutory limitation. The Bonds will never constitute or give rise to a pecuniary liability of the Issuer or be a charge against its general credit or a charge against the general credit or the taxing powers of the State or any political subdivision thereof.

ARTICLE III - GRANT

Section 301. Assignment and Pledge. In consideration of the purchase of the Bonds by the Purchaser, and in order to secure the payment of the principal of (including, without limitation, all sums advanced by the Purchaser, with interest thereon, in accordance with the terms of this Indenture and the other Bond Documents (all references in this Indenture to the payment of principal of the Bonds shall include such sums)), interest on and redemption price of the Bonds, and in order to secure the performance by the Issuer of its obligations under this Indenture and the Bonds, the Issuer assigns and pledges to the Purchaser and grants a mortgage and a security interest to the Purchaser in: (i) all the Issuer's right, title and interest in and to the Agreement and any other easement, lease, sublease, license, concession or other grant of a possessory or use interest in the Equipment Project Property to the extent the Issuer has any interest therein but reserving its rights under the Agreement to payments under Sections 5.3(b), 6.2, 6.3 and 6.4 of the Agreement, to reimbursement for certain costs and expenses, to receive notices and information, to give consents and to be indemnified; (ii) the moneys and investments in the Acquisition Fund and the Bond Fund and all reserves payable to the Issuer pursuant to the Agreement or this Indenture (including, without limitation, insurance and eminent domain proceeds) with respect to the Equipment Project Property; (iii) all lease rentals, revenues, profits, and receipts receivable by or on behalf of the Issuer from the Equipment Project Property; and (iv) the Equipment Project Property.

Section 302. Release. If (i) the principal of and interest on the Bonds are paid by the Issuer in full to the Bond Fund, as provided for herein, (ii) the Purchaser has received all sums due it under the Bond Documents, and (iii) the Issuer keeps, performs and observes all agreements, covenants and provisions under this Indenture, then all obligations of the Issuer as to the Bonds under this Indenture will terminate, and the Purchaser will cancel and discharge the lien of this Indenture and execute and deliver to the Issuer and the Company such instruments in writing as may be required to evidence such discharge. The Clerk and/or the County Manager of the Issuer are authorized to accept a certificate of the Purchaser stating that all principal and interest due on the Bonds has been paid as evidence of the satisfaction of this Indenture.

ARTICLE IV - AUTHORIZATION, FORM, EXECUTION AND DELIVERY OF BONDS

Section 401. Authorization; Authorized Amount of the Bond. The Bonds are hereby authorized to be issued under this Indenture and secured by this Indenture. The Bonds will be issued as one series of fully registered bonds without coupons, in the maximum principal amount not to exceed \$75,000,000. The Bonds will be numbered consecutively beginning with R-1. The Bonds may not be issued under this Indenture except in accordance with this Article.

Section 402. Form of Bond. The Bonds will be in substantially the form of Exhibit A. The Bonds will be dated the date of the execution and delivery of this Indenture and will bear interest on Advances made pursuant to Section 702 at the rate of Five and No/100 percent (5.00%). All interest on the Bonds will be calculated from the date of advance for all periods on the basis of a 360-day year of twelve thirty-day months. Accrued interest shall be payable annually on each December 1, beginning December 1, 2020, with the outstanding principal amount of the Bonds plus all unpaid interest thereon due and payable in full on the Final Maturity Date. Principal and interest, as applicable, will be payable by the Issuer from the Basic Rent received from the Company to the owner of the Bonds on the immediately preceding Record Date upon presentation of the Bonds for cancellation at the offices of the Issuer. All payments will be made in lawful money of the United States.

Section 403. Execution and Delivery; Payment. The Bonds will be signed by the Chairperson of the Board of County Commissioners of the Issuer or other officer designated by the Board to sign the Bonds, and delivered to the Purchaser on the date of the execution and delivery of this Indenture. Subject to the terms and conditions of the Bond Purchase Agreement, the Purchaser will purchase the Bonds and will pay the purchase price of the Bonds to the Issuer as set forth in Section 701.

Section 404. Registration and Transfer of the Bonds. The Company on behalf of the Issuer will cause to be kept at its office a book for the registration and transfer of the Bonds. The registration book will be open to inspection by the Issuer upon advance notice during the Company's normal business hours.

The Bonds, together with the obligation to fund advances thereunder, may be transferred by the Purchaser in whole, but not in part, in person or by duly authorized attorney, in the registration book upon (i) surrender of the Bonds, (ii) delivery of a written transfer instrument, and (iii) compliance with Securities Act of 1933, as amended (the "Federal Securities Act"), and applicable state securities laws as established to the satisfaction of the Issuer, and delivery to the Issuer and the Company of (A) an opinion, in form and substance satisfactory to the Issuer, from legal counsel experienced in securities laws matters, which counsel must be satisfactory to the Issuer, to the effect the transfer complies with the Federal Securities Act and applicable state securities laws and (B) written representations from the transferee, in form and substance satisfactory to the Issuer (including, but not limited to the form of Certificate of Qualified Investor), necessary to establish such compliance all as further set forth in the Bond form attached as Exhibit A. Such Issuer approval shall be in writing. The Issuer agrees that it will cooperate in delivering a new Bond, registered in the name of the transferee. The person requesting the transfer will pay any tax or fee or other charge imposed on the transfer and will pay the Issuer's expenses in connection therewith. The Issuer may deem and treat the person in whose name the Bond is registered as the absolute owner thereof for the purpose of receiving payment and for all other purposes, and all such payments made to any such registered owner or upon its written order will be valid and effectual to satisfy and discharge the liability upon the Bond, to the extent of the sum or sums paid; and the Issuer will not be affected by any notice to the contrary.

The Issuer acknowledges that the Purchaser may assign its rights to receive payments of principal, interest and any amounts due under the Bonds to any party without the consent of the Issuer.

Section 405. Lost, Stolen, Destroyed and Mutilated Bond. If the Issuer receives satisfactory evidence that any Bonds have been lost, stolen, destroyed or mutilated and receives satisfactory indemnity, and the mutilated Bonds are surrendered and cancelled, then the Issuer will execute and deliver new Bonds. The applicant for new Bonds will pay any charges and expenses in connection with the issuance of the new Bonds. New Bonds issued under this Section will be an original contractual obligation of the Issuer and will be entitled to all of the benefits of this Indenture. The provisions of this Section with respect to the replacement of the lost, stolen, destroyed or mutilated bonds are exclusive.

Section 406. Cancellation and Destruction of the Bonds by Issuer. If the Bonds are delivered to the Issuer for cancellation, the Bonds will be cancelled immediately and destroyed by the Issuer.

Section 407. Application of Payments for Bonds. All payments received by or on behalf of the Issuer under the Agreement with respect to the Bonds will be applied first to accrued interest on the Bonds on the next date for the payment of such interest and, second, to the unpaid principal of the Bonds. If such payments exceed accrued interest on and the unpaid principal of the Bonds, and any other amounts owed, the excess will be paid to the Company. The parties acknowledge that the Company may pay, discharge and redeem the Bonds by offsetting amounts owed under the Bonds to the Purchaser against monies owed to the Company by the Purchaser, including but not limited to monies advanced by or on behalf of the Company to or on behalf of the Purchaser in anticipation of making Bond advances under this Indenture.

ARTICLE V - REDEMPTION

Section 501. Redemption. If the Company gives notice to the Issuer, the Depository and the Purchaser pursuant to Article IX of the Agreement that the Company has elected to cause redemption of the Bonds in full or in part and the Company pays the redemption price, all or such portion of the Bonds will be deemed redeemed by the Issuer on the date indicated in such notice at a redemption price equal to the principal amount to be redeemed plus accrued interest on such principal amount to the redemption date. If the Company redeems the Bonds in full before the Completion Date, any monies held in the Acquisition Fund shall be returned to the Company.

ARTICLE VI - BOND REVENUES AND FUNDS

Section 601. Source of Payment of the Bonds. The Bonds and all payments by the Issuer under this Indenture are not general obligations of the Issuer, and shall never constitute indebtedness of the Issuer, but are the limited, special obligations of the Issuer payable solely from revenues and receipts derived from the leasing of the Equipment Project Property under the Agreement and other security pledged to payment of the Bonds under this Indenture. The Equipment Project Property has been leased under the Agreement and the Basic Rent is to be

remitted by the Company directly to the Purchaser on or before each Payment Date, subject to the rights of offset set forth in Section 5.4(b) of the Agreement. The portion of the Basic Rent necessary to pay amounts owing on the Bonds is to be deposited in the Bond Fund (except for any payments which are satisfied pursuant to the exercise of the right of offset as set forth in Section 5.4(b) of the Agreement). The Basic Rent is sufficient in amount to insure the prompt payment of the principal and accrued interest on the Bonds and the entire amount of the Basic Rent is pledged to the payment of principal and accrued interest on the Bonds.

Section 602. Creation of the Bond Fund, Payments. A fund shall be created for the benefit of Issuer by the Company and designated “High Lonesome Mesa Wind Repower Project Series 2019 Bond Fund” (the “Bond Fund”). There will be deposited into the Bond Fund, as and when received (i) the Basic Rent (except to the extent offset pursuant to Section 5.4(b) of the Agreement), and (ii) all other moneys required to be deposited into the Bond Fund pursuant to this Indenture and the Agreement. The interest and other income received on investments of the Bond Fund moneys as provided in Section 708 will be retained in the Bond Fund. The Company covenants that so long as the Bonds are outstanding, it will deposit or cause to be deposited solely from the sources stated in Section 601, into the Bond Fund for Issuer’s account, sufficient sums from revenues and receipts from the Equipment Project Property promptly to meet and pay the installments of interest, or of principal and interest, as applicable, on the Bonds (except to the extent that any payments of principal, interest or redemption price are to be made pursuant to the right of offset set forth in Section 5.4(b) of the Agreement). The Parties acknowledge that Section 4-59-3 NMSA provides that that it is not intended that any county itself be authorized to operate any manufacturing, industrial or commercial enterprise under the Act and, accordingly, the Issuer has no intention of taking possession of or operating the Equipment Project Property.

Section 603. Use and Custody of the Bond Fund. The moneys in the Bond Fund will be used solely for payment of principal of and interest on the Bonds, except as provided in Sections 604 and 905. The Bond Fund will be in the custody of the Company, and the Company will withdraw sufficient funds from the Bond Fund to pay the installments of principal and interest on the Bonds as due (except to the extent that any payments of principal, interest or redemption price are to be made pursuant to the right of offset set forth in Section 5.4(b) of the Agreement).

Section 604. Repayment to the Company from the Bond Fund. Any amounts remaining in the Bond Fund after actual payment in full of the Bonds, the fees, charges and expenses of the Issuer and the Purchaser, administrative expenses and other amounts required to be paid by the Company under the Agreement will be paid to the Company upon expiration of the Agreement.

Section 605. Investments. Moneys on deposit in the Bond Fund may be invested and reinvested by the Company. Such investments will be deemed at all times to be a part of the Bond Fund. Any interest received on any such investment and any profit realized from such investment will be credited to the Bond Fund. Any loss resulting from any such investment will be charged to the Bond Fund. The Company will use all reasonable efforts to sell at the best price obtainable or present for redemption any such investment when necessary in order to provide cash to meet any payment or transfer from the Bond Fund.

Section 606. Non-presentment of the Bond. If the Bonds are not presented for payment when the final payment of principal and interest is due, and if there are funds sufficient to make such final payment deposited with the Company, all liability of the Issuer for payment of the Bonds will cease. Interest shall not accrue after the Final Maturity Date. The Purchaser will be restricted to such funds for any claim against the Issuer relating to the Bonds.

Section 607. No Liability. The Issuer will not be liable or responsible for any misapplication of funds, loss, liability or expense (or failure to realize profits) with respect to the Bond Fund and Company shall indemnify and hold the Issuer harmless from and against all claims, liabilities or whatsoever nature arising from or relating to the Bond Fund or Company's management of the Bond Fund.

ARTICLE VII - ACQUISITION FUND

Section 701. Creation of the Acquisition Fund; Deposits. A fund is hereby created with the Depository and designated "High Lonesome Mesa Wind Repower Project Series 2019 Acquisition Fund" (the "Acquisition Fund"). Subject to the terms of the Bond Purchase Agreement, the Purchaser will purchase the Bonds on the date of execution and delivery of the Indenture and will pay the purchase price of the Bonds through the Advances described in Section 702. The proceeds of the sale of the Bonds, the interest and other income received on investments of the Acquisition Fund moneys as provided in Section 708 will be retained in the Acquisition Fund. The moneys in the Acquisition Fund will be held by the Depository and will be applied to the payment of Related Costs and, pending such application, will be subject to a lien in favor of the Purchaser or its assignee to secure payment of principal and accrued interest on the Bonds. The Acquisition Fund will be in the custody of the Depository, and the Depository is authorized and directed to wire from or issue checks on the Acquisition Fund for the payment of Related Costs pursuant to Section 702.

Section 702. Disbursements. The Company may request Advances from time to time to finance the Repower Project (each, an "Advance") by delivery of a Requisition Notice to the Purchaser and the Depository in the form attached hereto as Exhibit B (the "Requisition Notice"). On or before the fifth business day following receipt of the Requisition Notice from the Company requesting an Advance, so long as no Event of Default has occurred and is continuing, the Purchaser will pay or cause to be paid the amount of the Advance requested in such Requisition Notice to the Depository for deposit in the Acquisition Fund, provided, however, that the aggregate amount of such Advances shall not exceed \$75,000,000 for the Series 2019 Bonds. The Depository will make payments of Related Costs from the Acquisition Fund not later than the business day following the date of receipt of payment of the amount of the Advance from Purchaser, provided that immediately available funds are on deposit therein. The Requisition Notice signed by an Authorized Company Representative shall state to whom the payment is to be made, the general purpose for which the obligation to be paid was incurred, and that:

(a) obligations in the stated amounts were incurred for Related Costs and are due and payable (or, if the Company is indicated as the payee, were duly paid by the Company)

and that each item is a proper charge against the Acquisition Fund and has not been the subject of a previous withdrawal from the Acquisition Fund; and

(b) to the best knowledge of such Authorized Company Representative there has not been filed with or served upon the Issuer or the Company notice of any lien, right or attachment upon, or claim, other than such lien, right, attachment or claim as are filed or made in the ordinary course of constructing and operating the Repower Project, affecting the right of any such payees to receive payment of, the respective amounts stated in such requisition which has not been released or will not be released simultaneously with the payment of such obligation; and

(c) with respect to any item for payment for labor or to contractors, builders or materialmen, (i) the obligations stated have been properly incurred, (ii) such work was actually performed or such materials or supplies were actually furnished or installed in or about the Repower Project, and (iii) either such materials or supplies are not subject to any lien or security interest or any such lien or security interest will be released or discharged upon payment of the requisition.

Section 703. Records. The Depositary will keep and maintain all Requisition Notices and adequate records pertaining to the Acquisition Fund, and payments made therefrom, which will be open to inspection by the Issuer, the Purchaser, the Company, or their agents, upon advance notice, during normal business hours.

Section 704. Depositary May Rely on Requisitions. All writings, requisitions and certificates received by the Depositary as conditions of payment from the Acquisition Fund, and which are proper and complete on their face, may be conclusively relied upon by the Depositary and will be retained by the Depositary, subject at all reasonable times, upon advance notice, to examination by the other Parties and their respective agents and representatives.

Section 705. Status Reports. At least annually, the Depositary will make a written report covering all receipts and moneys then on deposit in the Acquisition Fund, and will report any investments of such moneys and all transfers and disbursements of such moneys as of and for the preceding year. The reports will be prepared in conformity with the provisions of this Indenture, and copies of each report will be filed with the Purchaser, the Company, and, if requested by the Issuer, with the Issuer, not later than the fifteenth day of the month following the year covered by the report.

Section 706. Completion Date. Upon receipt of a certificate substantially in the form of Exhibit C signed by an Authorized Company Representative establishing the Construction Completion Date, as established in Section 4.4 of the Agreement, the Depositary will set aside in the Acquisition Fund the moneys necessary for the payment of the Related Costs incurred by the Company but not then due or payable as set forth in such certificate, and then will transfer any other moneys remaining in the Acquisition Fund to the Company or its assignee.

Section 707. Payment on Acceleration. If the Purchaser declares the unpaid principal of and accrued interest on the Bond to be immediately due and payable pursuant to Section

902(a), the Depository will promptly, upon receipt of notice of such declaration from the Purchaser or its assignee, return all moneys then held for the credit of the Acquisition Fund in accordance with Section 905 to the Purchaser or its assignee for application to the unpaid principal of and accrued interest on the Bonds.

Section 708. Investments. Moneys on deposit in the Acquisition Fund may be invested and reinvested by the Depository, at the written direction of an Authorized Company Representative. Such investments will be deemed at all times to be a part of the Acquisition Fund. Any interest received on any such investment and any profit realized from such investment will be credited to the Acquisition Fund. Any loss resulting from any such investment will be charged to the Acquisition Fund. The Depository will use all reasonable efforts to sell at the best price obtainable or present for redemption any such investment when necessary in order to provide cash to meet any payment or transfer from the Acquisition Fund. Neither the Depository nor the Issuer will be responsible for any loss, liability or expense (or failure to realize profits) resulting from any such investment. The Depository may make any such investment through its own or its affiliated bond or investment department, unless otherwise directed in writing by an Authorized Company Representative.

Section 709. No Liability. Issuer will not be liable or responsible for any misapplication of funds, loss, liability or expense (or failure to realize profits) with respect to the Acquisition Fund and the Company shall indemnify and hold Issuer harmless from and against all claims, liabilities or whatsoever nature arising from or relating to the Acquisition Fund or the Company's management of the Acquisition Fund.

ARTICLE VIII - PARTICULAR COVENANTS AND PROVISIONS

Section 801. Extent of Covenants; Disclaimer of Liability. It is expressly made a condition of this Indenture that any covenants, stipulations, obligations, representations or agreements herein contained or contained in the Bonds or this Indenture do not and will never give rise to a personal or pecuniary liability of any present or future officer, employee or agent of the Issuer, or be a charge against the general credit or taxing powers of the Issuer, and in the event of a breach of such covenant; stipulation, obligation, representation or agreement, no personal or pecuniary liability of any present or future officer, employee or agent of the Issuer, or charge payable by the Issuer directly or indirectly from the revenues of the Issuer, other than the Basic Rent, will arise therefrom. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OR OF ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE ISSUER, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, INTEREST ON OR REDEMPTION PRICE OF THE BOND. THE PRINCIPAL OF, INTEREST ON AND REDEMPTION PRICE OF THE BOND WILL NEVER CONSTITUTE A DEBT OR INDEBTEDNESS OR GENERAL OBLIGATION OF THE ISSUER WITHIN THE MEANING OF ANY PROVISION OR LIMITATION OF THE CONSTITUTION OR LAWS OF THE STATE. THE BOND OR THIS INDENTURE WILL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE STATE, ANY OF ITS POLITICAL SUBDIVISIONS OR OF THE ISSUER OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS. NONE OF THE PROVISIONS OF THIS INDENTURE SHALL REQUIRE THE ISSUER TO EXPEND OR RISK ITS OWN FUNDS OR TO OTHERWISE

INCUR FINANCIAL LIABILITY IN THE PERFORMANCE OF ANY OF ITS DUTIES OR IN THE EXERCISE OF ANY OF ITS RIGHTS OR POWERS HEREUNDER.

Section 802. Performance; Authority. The Issuer covenants that it will faithfully perform all covenants and provisions contained in this Indenture and in the Bonds. The Issuer represents that it is duly authorized under the Constitution and laws of the State of New Mexico, including the Act, to issue the Bonds, to execute and deliver this Indenture, to grant a security interest in the property described in this Indenture, to pledge the rentals and other revenues described in this Indenture and that it has, to its knowledge, taken all actions required on its part for the issuance of the Bond, and for the execution and delivery of this Indenture and the Agreement.

Section 803. Office or Agency. The Issuer will maintain an office or agency in Torrance County, New Mexico, while the Bonds are outstanding and where demands with respect to this Indenture or the Bonds may be made. The office of the County Manager of the Issuer will be such agency until further notice.

Section 804. Obligations Under the Agreement. The Issuer: (i) will perform all of its obligations under the Agreement; (ii) will not execute or agree to any change, amendment or modification of or supplement to the Agreement except in accordance with the provisions thereof and Section 1101 of this Indenture; and (iii) will not agree to any abatement, reduction or diminution of the Basic Rent without the written approval of the Purchaser. The parties acknowledge that the Issuer has no obligation to enforce the Agreement but any actions taken by the Issuer to enforce the Agreement shall be at the expense of the Company.

Section 805. Use and Possession by the Company. So long as not otherwise provided in this Indenture or the Agreement, the Company will be permitted to possess, use and enjoy the Equipment Project Property so as to carry out its obligations under the Agreement.

Section 806. Instruments of Further Assurance. The Issuer will, at the expense of the Company or the Purchaser, execute, acknowledge, deliver and perform such supplemental indentures or such further acts, instruments, documents and transfers as the Depository or the Purchaser may reasonably require for better assuring, transferring, mortgaging and pledging unto the Depository or the Purchaser all the property and revenues and receipts pledged to the payment of the Bond under this Indenture.

Section 807. Recording of Indenture. Supplemental Indentures and Other Documents. The Company will cause this Indenture, the Agreement, and all supplements to this Indenture and the Agreement, as well as all security instruments, financing statements, continuation statements and any other instruments as may be required, to be recorded or filed in such manner and places as required to fully preserve and protect the security of the Purchaser and the rights of the Depository, including recording in the real estate records of Torrance County, New Mexico. The Depository will have no responsibility to make any such filings except for filings as the Company may from time to time request, and the Issuer will have no responsibility to make any such filings.

ARTICLE IX - EVENTS OF DEFAULT AND REMEDIES

Section 901. Events of Default. Each of the following events is an “Event of Default:”

(a) Failure to pay any installment of principal or interest due under the Bonds when due and such failure continues unremedied for a period of 30 days after the provision by the Issuer or the Purchaser of written notice of non-payment;

(b) An Event of Default under the Agreement or any other Bond Document (other than this Indenture) occurs and is continuing;

(c) The Issuer, the Company or the Depository fails to perform any covenant contained in this Indenture or the Bond Documents, other than as specified in subsections (a) and (b) above, and such failure is not cured within 30 days after receipt by the Company of the written notice of such failure unless the Purchaser shall agree in writing to the extension of such time prior to its expiration.

(d) Any bankruptcy, insolvency, reorganization, etc. of the Issuer, the Company or the Depository.

Section 902. Remedies on Events of Default. Upon the occurrence of an Event of Default, the Purchaser will have the following rights and remedies:

(a) **Acceleration.** The Purchaser or its assignee may, by written notice given to the other Parties, declare the principal amount of the Bond outstanding to be immediately due and payable and principal and interest thereon will become immediately due and payable; provided, however, that the Purchaser or its assignee, by written notice to the other Parties, may annul such declaration and destroy its effects and waive any such default: (i) if all covenants, conditions and agreements with respect to which such default shall have been made shall be fully performed, (ii) all arrears shall have been paid on any installment of interest and principal which has been theretofore due, plus (to the extent permitted by law) interest thereon from the due dates, and (iii) all reasonable charges and expenses of the Issuer, the Purchaser, the Depository and their agents and counsel shall have been paid or provided for. Any such declaration that the Bond is due and payable will be deemed to be a redemption of the Bond;

(b) **Suit for Judgment on the Bonds.** The Purchaser will be entitled to sue either for the specific enforcement of any covenant or agreement contained herein, or in any of the Bond Documents, or in and of the execution of any power herein granted and/or for and recover judgment, either before or after or during the pendency of any proceedings for the enforcement of the lien of this Indenture or for the enforcement of any of its rights, but any such judgment against the Issuer will be enforceable only against the funds and accounts related to and held under this Indenture for the Bonds. There will not be authorized any deficiency judgment against the Issuer. No recovery of any judgment by the Purchaser will in any manner or to any extent affect the lien of this Indenture or any rights, powers or remedies of the Purchaser hereunder, but such lien, rights, powers and remedies of the Purchaser will continue unimpaired; and

(c) **Enforcement of Rights under Agreement.** The Purchaser or its assignee may, as assignee of specified interests of the Issuer in the Agreement, enforce any remedy available to the Issuer under the Agreement (except the remedies of the Issuer pursuant to Section 8.3 of the Agreement) and under any other lease, sublease, license or other grant of a possessory or use interest in the Equipment Project Property.

No right or remedy confirmed on any Party hereunder is intended to be exclusive of any other right or remedy confirmed on such Party hereunder, but each and every such right or remedy will be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute; provided, that the remedy of Purchaser in respect of an Event of Default or other breach hereunder or any other Bond Document shall be limited in all cases to those expressly provided in Section 902.

Section 903. Rights and Remedies of Purchaser. The Purchaser will not have the right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust related thereto or for the appointment of a receiver or any other remedy hereunder, unless an Event of Default has occurred and is continuing of which the Company has been notified, it being understood and intended that the Purchaser will not have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its actions or to enforce any right hereunder except in the manner herein provided. Nothing in this Indenture will, however, affect or impair the right of the Purchaser to enforce the payment of the principal of and interest on the Bond, when due or at and after the maturity thereof, or the obligation of the Issuer to pay the principal and interest on the Bonds at the time and place and from the revenues provided in this Indenture or in the Bonds.

Section 904. Issuer and Depository Not Responsible. Neither the Issuer nor the Depository has any responsibility or right to act on behalf of the Purchaser with respect to any Event of Default. All rights and remedies arising from or related to any Event of Default are solely the rights and remedies of the Purchaser; provided that, upon request and at the expense of the Purchaser, the Issuer will cooperate with the Purchaser in the lawful enforcement of such rights and remedies upon receipt of indemnity satisfactory to the Issuer in the Issuer's sole discretion against any out-of-pocket costs and expenses incurred by the Issuer in its sole discretion (including any counsel fees and expenses) or liability the Issuer may incur or suffer as a result of or in connection with such cooperation.

Section 905. Application of Moneys. All moneys received by the Purchaser pursuant to any right given or action taken under the provisions of this Article will, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys, be applied (i) first to pay the fees and expenses of the Issuer and the Depository; (ii) then to pay sums advanced by the Purchaser (other than Advances) pursuant to the Bond Documents, with interest thereon; (iii) then to the payment of charges due the Purchaser pursuant to the Bond Documents, and (iv) then to the payment of interest and principal and premium, if any, due and unpaid on the Bonds. Whenever moneys are to be applied pursuant to the provisions of this Section 905, such moneys will be applied at such times, and from time to time, as the Purchaser will determine.

Whenever the Bonds and interest thereon have been paid under the provisions of this Section and all expenses and charges of the Purchaser, the Issuer and the Depositary (and their respective counsel and agents) have been paid, any balance remaining will be paid to the Company.

Section 906. Purchaser to File Proofs of Claim. In the case of any insolvency, bankruptcy, reorganization, arrangement, adjustment, composition, or other judicial proceedings affecting the Equipment Project Property or the Company, the Purchaser and the Issuer will, to the extent permitted by law, be entitled to file such proofs of claims and other documents as may be necessary or advisable in order to have claims of the Purchaser or the Issuer, respectively, allowed in such proceedings for the entire amount due and payable by the Issuer, or by the Company, as the case may be, under the Indenture or the Agreement, at the date of the institution of such proceedings and for any additional amounts which may become due and payable after such date.

Section 907. Delay or Omission; No Waiver. No delay or omission of the Purchaser to exercise any right or power accruing upon any Event of Default will exhaust or impair any such right or power or shall be construed to be a waiver of any such Event of Default, or acquiescence therein; and every power and remedy given by this Indenture to the Purchaser may be exercised from time to time and as often as may be deemed expedient by the Purchaser.

Section 908. No Waiver of One Default to Affect Another. No waiver of any Event of Default by the Purchaser will extend to or affect any subsequent or any other then existing Event of Default or shall impair any rights or remedies consequent thereon.

Section 909. Discontinuance of Proceedings on Default; Position of Parties Restored. In case the Purchaser shall have proceeded to enforce any right under this Indenture by foreclosure, entry, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Purchaser, then and in every such case the Issuer and Purchaser will be restored to their former positions and rights under this Indenture with respect to the Equipment Project Property and all rights, remedies, and powers of the Purchaser will continue as if no such proceedings had been taken.

Section 910. Waivers of Events of Default. The Purchaser may, in its discretion, waive any Event of Default and its consequences and rescind any declaration of maturity of principal of and interest on the Bonds. In case of any such waiver or rescission, or in case any proceeding taken by the Purchaser on account of any such Event of Default shall have been discontinued or abandoned or determined adversely to the Purchaser, then in every such case the Issuer and the Purchaser shall be restored to their former respective positions and rights hereunder, and the Event of Default which was waived will be considered to be cured, but no waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 911. Lender Right to Cure Defaults. If an Event of Default has occurred and is continuing under this Indenture of which the Company has been notified, any mortgagee or assignee of the Company that holds an interest in the Equipment Project Property as security,

including but not limited to a Lender, shall at any time have the right, but not the obligation, to perform any act necessary to cure any such Event of Default and to prevent the release and discharge of this Indenture. Such right to cure must be performed no later 60 days following the applicable cure period provided in Section 901.

ARTICLE X - THE DEPOSITARY

Section 1001. Acceptance of Duties. The Depositary accepts the duties imposed on it by this Indenture, but only on the following express terms and conditions:

(a) The Depositary undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations will be read into this Indenture against the Depositary.

(b) In the absence of negligence or willful misconduct on its part, the Depositary may conclusively rely on certificates or notices furnished to the Depositary and conforming to the requirements of this Indenture or the Agreement, as the case may be; but if any such certificates or notices are specifically required to be furnished to the Depositary under this Indenture or the Agreement, the Depositary will examine the same to determine whether they conform to the requirements of this Indenture or the Agreement, as the case may be.

(c) The Company hereby indemnifies and holds harmless the Depositary from and against any and all loss, liability, cost, damage and expense, including, without limitation, reasonable counsel fees, which the Depositary may suffer or incur by reason of any action, claim or proceeding brought against the Depositary arising out of or relating in any way to this Indenture or any transaction to which the Indenture relates unless such action, claim or proceeding is the result of the negligence or willful misconduct of the Depositary. The indemnification shall survive the resignation, removal and termination of the Depositary. No provision of this Indenture will be construed to relieve the Depositary from liability for its own negligence or willful misconduct.

(d) The Depositary may consult with counsel and other professionals and the advice of such counsel and other professionals shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Depositary hereunder in good faith and in reliance thereon.

(e) The Depositary shall be under no obligation to take any action or exercise any right or power under the Indenture unless the Company shall first have provided to the Depositary, its directors, officers, agents and employees, security or indemnity satisfactory to the Depositary against the costs (including without limitation reasonable fees of attorneys), expenses and liabilities that might be incurred by the Depositary in connection herewith.

Section 1002. Compensation. The Company will pay directly to the Depositary its reasonable fees and charges and all of its reasonable expenses (including reasonable counsel fees and expenses).

Section 1003. Qualification. The Depository must be an association or a corporation organized and doing business under the laws of the United States of America or of any state and be subject to supervision or examination by federal or state banking authorities. If at any time the Depository ceases to be eligible in accordance with the provisions of this Section 1003, it will resign immediately in the manner and with the effect specified in Section 1004.

Section 1004. Resignation and Removal.

(a) No resignation or removal of the Depository and no appointment of a successor Depository will become effective until the acceptance of appointment by the successor Depository under Section 1005.

(b) The Depository may resign at any time upon 10 business days' written notice to the other Parties. If an instrument of acceptance by a successor Depository has not been delivered to the retiring Depository within 30 days after the giving of such notice of resignation, the retiring Depository may petition any court of competent jurisdiction for the appointment of a successor Depository.

(c) The Depository may be removed at any time by the Company upon 10 business days' written notice to the other Parties.

(d) The Depository will be automatically removed on the occurrence of the Completion Date of the Repower Project and the application of all moneys on deposit in the Acquisition Fund as provided in Section 706. No successor Depository will thereafter be appointed and each reference to the Depository in this Indenture and the Agreement will thereafter be ineffective.

(e) If the Depository resigns or is removed (except as provided in subsection (d) of this Section 1004), the Company will promptly appoint a successor Depository and give written notice of such appointment to the Issuer, the Purchaser and the retiring or removed Depository.

Section 1005. Successor Depository.

(a) Every successor Depository appointed under this Indenture will execute, acknowledge and deliver to its predecessor and the other Parties an instrument accepting such appointment, and thereupon such successor Depository, without any further act, will become fully vested with all the rights, and be subject to all the obligations, of its predecessor; but such predecessor will, nevertheless, on the request of its successor, the Issuer, the Company or the Purchaser execute and deliver an instrument transferring to such successor Depository all the rights of such predecessor under this Indenture. Every predecessor will deliver all property, including all records relating hereto, and moneys held by it under this Indenture to its successor. The Issuer and the Purchaser will execute, acknowledge and deliver any instrument, satisfactory to each of them, required by any successor Depository to more fully and certainly vest in such Depository the rights vested in the predecessor Depository by this Indenture.

If to the Company: High Lonesome Mesa Wind, LLC
700 Universe Blvd.
P.O. Box 14000
Juno Beach, FL 33408-0420
Attn: Vice President, Business Management
Tel: (561) 304-5511 (for use in connection with courier deliveries)
E-mail: michael.sheehan@nexteraenergy.com

If to the Depository: BOKF, NA
100 Sun Avenue NE, Suite 500
Albuquerque, NM 87102
Attention: Corporate Trust
Tel: (505) 222-8447

Any Party may, by notice to each of the other Parties, designate any further or different addresses to which subsequent notices, certificates or other communications are to be sent. Receipt by the Issuer, the Company and the Depository of a notice from a transferee of the Bonds will constitute notice of such a different address for the Purchaser.

Section 1202. Remedies. No right or remedy conferred on any Party in any of the Bond Documents is intended to be exclusive of any other right or remedy conferred on such Party in any of the Bond Documents. Each such right or remedy is in addition to every other right or remedy provided in any of the Bond Documents, or any other applicable agreement or contract; provided, that the remedy of the Issuer or the Purchaser in respect of an Event of Default or other breach hereunder or any other Bond Document shall be limited in all cases to those expressly provided in Section 902 hereunder or Article VIII of the Agreement, as the case may be. No delay or omission of any Party to exercise any such right or remedy will impair any such right or remedy or be construed to be a waiver. Every such right or remedy may be exercised from time to time and as often as the relevant Party may deem expedient. No waiver by any Party of any right or remedy with respect to any default or Event of Default will extend to or affect any other existing or subsequent default or Event of Default.

Section 1203. Beneficiaries. Nothing in any of the Bond Documents expressed or implied is intended or is to be construed to confer upon any Person other than the Parties any right, remedy or claim, legal or equitable.

Section 1204. Severability. In case any one or more of the provisions of any of the Bond Documents or of the Bonds are for any reason held to be illegal or invalid, such illegality or invalidity will not affect any other provision of any of the Bond Documents or of the Bonds, but the Bond Documents and the Bonds will be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement of the any Party contained in any of the Bond Documents or the Bonds is for any reason held to be in violation of law, then such covenant, stipulation, obligation or agreement

will be deemed to be the covenant, stipulation, obligation or agreement of such Party to the full extent permitted by law.

Section 1205. Obligations of Issuer Not Obligations of Officials Individually. No obligation under any of the Bond Documents or the Bonds will be deemed to be an obligation of any present or future officer (including, without limitation, County Commissioners) or employee of the Issuer in his or her individual capacity, and no officer of the Issuer who executes the Bonds will be personally liable on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 1206. Payments Due on Days That Are Not Business Days. If the date for any payment called for under any of the Bond Documents or the Bonds is not a Business Day, then such payment will be made on the next Business Day and no interest on such payment will accrue for the period after the scheduled date for such payment.

Section 1207. Limitation of Issuer's Liability. No agreements or provisions contained in any Bond Document nor any agreement, covenant or undertaking by the Issuer contained in any document executed by the Issuer in connection with any property of the Company financed, directly or indirectly, out of Bond proceeds or the issuance, sale and delivery of the Bonds will give rise to any pecuniary liability of the Issuer, its officers, employees, agents or members of its governing body or constitute a charge against the Issuer's general credit, or obligate the Issuer financially in any way, except with respect to the Basic Rent, and its application as provided under this Indenture. No failure of the Issuer to comply with any terms, covenants or agreements in any Bond Document or in any document executed by the Issuer in connection with the Bonds will subject the Issuer, its officers and members of its governing body to any pecuniary charge or liability except to the extent that the same can be paid or recovered from the Basic Rent. Without limiting the requirement to perform its duties or exercise its rights and powers under the Bond Documents upon receipt of appropriate indemnity or payment, none of the provisions of any Bond Document will require the Issuer to expend or risk its own funds or otherwise to incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers under any Bond Document.

Section 1208. Successors. Wherever a Party is referred to in this Indenture, it shall be deemed to include its successors, and all covenants and agreements in this Indenture will bind and inure to the benefit of the such Party's successors.

Section 1209. Title, Headings. The title and headings of the articles, sections and subdivisions of this Indenture have been used for convenience only and will not modify or restrict any of the terms or provisions of this Indenture.

Section 1210. Consents and Approvals. In any action requiring the consent or approval of a party to this Indenture, such consent or approval will not be unreasonably withheld.

Section 1211. Execution in Counterparts. Each of the Bond Documents may be executed in multiple counterparts, all of which taken together will constitute one instrument.

Any Party may execute any of the Bond Documents by executing any such counterpart of such Bond Document.

Section 1212. Applicable Law. The validity, construction and effect of each of the Bond Documents will be governed by and construed in accordance with the laws of the State applicable to agreements made and to be performed in the State of New Mexico.

[Signature pages follow]

BOARD OF COUNTY COMMISSIONERS,
TORRANCE COUNTY, NEW MEXICO

By: _____
Ryan Schwebach, Chairman

(SEAL)

ATTEST:

By: _____
Linda Jaramillo, County Clerk

STATE OF NEW MEXICO)
)
COUNTY OF TORRANCE)

This instrument was acknowledged before me on this ____ day of _____, 20__, by Ryan Schwebach, as Chairman of the Board of County Commissioners, Torrance County, New Mexico

(NOTARY SEAL)

Notary Public

My Commission Expires: _____

HIGH LONESOME MESA WIND, LLC,

By: _____

Name: _____

Title: Vice President

STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____, 20__, by _____, as Vice President of High Lonesome Mesa Wind, LLC, a Delaware limited liability company.

_____, LLC,
a Delaware limited liability company
as Purchaser

By: _____

Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____, 20__, by _____, as _____ of _____, LLC, a Delaware limited liability company.

(NOTARY SEAL)

Notary Public

My Commission Expires: _____

EXHIBIT A
FORM OF BOND

**THIS BOND IS TRANSFERABLE ONLY UPON COMPLIANCE
WITH THE RESTRICTIVE TERMS PROVIDED BELOW**

No. R-1

Up to \$75,000,000

United States of America
State of New Mexico

Torrance County, New Mexico
Taxable Industrial Revenue Bonds
(High Lonesome Mesa Wind, LLC Repower Project)
Series 2019

Registered Owner: _____, LLC

FINAL MATURITY DATE	INTEREST RATE	ISSUE DATE
_____, 20__	_____ %	_____, 2019

Torrance County, a political subdivision of the State of New Mexico existing under the Constitution and laws of the State of New Mexico (the "Issuer"), for value received, promises to pay, solely from the sources described below, to Pacific Power Investments, LLC (together with its successors and assigns, and transferees as permitted below, the "Purchaser") Seventy-five Million Dollars (\$75,000,000) (subject to prior optional redemption as described below) or so much of such amount as has been advanced by the Purchaser and is outstanding and to pay, solely from such sources, to the Purchaser, interest on principal amounts advanced with respect to this Bond from the dates of such Advances at the Interest Rate specified above (computed on the basis of a 360-day year consisting of twelve 30-day months) until payment of such principal amount. Interest at the rate of Five and No/100 Percent (5.0%) of the principal amount of the Bonds outstanding shall be payable annually on each December 1, beginning December 1, 2020, with the outstanding principal amount of the Bonds plus all interest thereon due and payable in full on the Final Maturity Date.

This Bond is issued under and pursuant to the Constitution and laws of the State of New Mexico, particularly Sections 4-59-1 to 4-59-16, NMSA 1978, as amended, and under and pursuant to Ordinance ___ duly adopted by the Issuer on May 8, 2019.

The principal of, interest on and redemption price of this Bond are payable solely from Basic Rent derived by the Issuer from the Lease Agreement dated as of _____ 1, 2019 (the "Agreement") between the Issuer and High Lonesome Mesa Wind, LLC (the "Company"), which has been pledged and assigned by the Issuer to the Purchaser under the Indenture, dated as of _____ 1, 2019 (together with any amendments and

supplements, the “Indenture”) among the Issuer, the Purchaser, the Company and BOKF, NA (the “Depositary”).

Reference is made to the Indenture and the Agreement for the provisions, among others, with respect to the custody and application of the proceeds of the sale of this Bond, the collection and disposition of income and other revenues, a description of the account charged with and pledged to the payment of the principal of, interest on and redemption price of this Bond, the nature and extent of the security, the terms and conditions under which this Bond is issued and amounts are to be advanced with respect to this Bond by the Purchaser, and the rights, duties and obligations of the Issuer, the Company, the Purchaser and the Depositary.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF NEW MEXICO OR OF ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE ISSUER, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, INTEREST ON OR REDEMPTION PRICE OF THIS BOND. THE PRINCIPAL OF, INTEREST ON AND REDEMPTION PRICE OF THIS BOND WILL NEVER CONSTITUTE A DEBT OR INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY PROVISION OR LIMITATION OF THE CONSTITUTION OR LAWS OF THE STATE OF NEW MEXICO. THIS BOND WILL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE STATE OF NEW MEXICO, ANY OF ITS POLITICAL SUBDIVISIONS OR OF THE ISSUER OR A CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWERS.

This Bond may be called for redemption as provided in the Indenture, at the option of the Company as a whole or in part on any date selected by the Company, at a redemption price equal to the principal amount to be redeemed plus interest accrued on such principal amount to the redemption date.

If an Event of Default (as defined in the Indenture) occurs, the Purchaser may cause the then unpaid principal amount of this Bond and all accrued interest to be immediately due and payable as provided in the Indenture. Neither the Issuer nor the Depositary has any right or responsibility to act on behalf of the Purchaser with respect to any Event of Default.

This Bond may be transferred in whole but not in part. SUBJECT TO THE LAST PARAGRAPH OF SECTION 404 OF THE INDENTURE AND NOTWITHSTANDING ANY PROVISION OF THIS BOND TO THE CONTRARY, NEITHER THIS BOND NOR ANY INTEREST IN THIS BOND MAY BE, DIRECTLY OR INDIRECTLY, OFFERED, SOLD, HYPOTHECATED, ENCUMBERED OR OTHERWISE TRANSFERRED OR DISPOSED OF (INDIVIDUALLY AND COLLECTIVELY, A “TRANSFER”) EXCEPT IN COMPLIANCE WITH SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), AND APPLICABLE STATE SECURITIES LAWS AS ESTABLISHED TO THE SATISFACTION OF THE ISSUER, AND ANY SUCH PURPORTED TRANSFER OF THIS BOND WILL NOT BE EFFECTIVE UNLESS THE TRANSFEROR PROVIDES TO THE ISSUER, THE DEPOSITARY AND THE COMPANY (A) AN OPINION, IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER, FROM LEGAL COUNSEL EXPERIENCED IN SECURITIES LAWS MATTERS, WHICH COUNSEL MUST BE SATISFACTORY TO THE ISSUER, TO THE EFFECT THE TRANSFER COMPLIES WITH THE ACT AND

APPLICABLE STATE SECURITIES LAWS AND (B) WRITTEN REPRESENTATIONS FROM THE TRANSFEREE, IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER, NECESSARY TO ESTABLISH SUCH COMPLIANCE.

All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this Bond and the execution of the Indenture have happened, exist and have been performed as so required.

The validity, construction and performance of this Bond are governed by the law of New Mexico applicable to agreements made and to be performed in New Mexico.

TORRANCE COUNTY, NEW MEXICO

By: _____
Ryan Schwebach, Chairman

(SEAL)

ATTEST:

By: _____
Linda Jaramillo, County Clerk

SCHEDULE OF ADVANCES AND PAYMENTS

Date	Amount Of Advance	Amount of Principal Payment or Redemption	Resulting Principal Amount	Notation Made By
------	----------------------	--	----------------------------------	---------------------

EXHIBIT B

REQUISITION AND CERTIFICATE NO.

To: _____, LLC, as Purchaser
BOKF, NA, as Depository

The undersigned, pursuant to the Indenture dated as of _____ 1, 2019 (the "Indenture"), among Torrance County, New Mexico (the "Issuer"), _____, LLC (the "Purchaser"), High Lonesome Mesa Wind, LLC (the "Company") and BOKF, NA (the "Depository"), requests on behalf of the Company, the disbursement of \$_____ from the Acquisition Fund (as defined in the Indenture) to pay the following costs and expenses (or to reimburse the Company for payment of such costs and expenses) related to the Repower Project (as defined in the Indenture) or to the issuance of the Bond (as defined in the Indenture):

Amount	General Classification Of Expenditure	Payee
\$		

Amount of this requisition: \$ _____

The undersigned certifies that:

(1) obligations in the stated amounts were incurred for Related Costs (as defined in the Indenture) and are due and payable (or, if the Company is indicated as the Payee, were duly paid by the Company) and that each item is a proper charge against the Acquisition Fund and has not been the subject of a previous withdrawal from the Acquisition Fund;

(2) to the best knowledge of the undersigned there has not been filed with or served upon the Issuer or the Company notice of any lien, right or attachment upon, or claim affecting the right of any such payee to receive payment of, the respective amounts stated in such requisition which has not been released or will not be released simultaneously with the payment of such obligation; and

(3) with respect to any item for payment for labor or to contractors, builders or materialmen, (i) the obligations stated have been properly incurred, (ii) such work was actually performed or such materials or supplies were actually furnished or installed in or about the Repower Project, and (iii) either such materials or supplies are not subject to any lien or security interest or any such lien or security interest will be released or discharged upon payment of this requisition.

DATED: _____, _____

HIGH LONESOME MESA WIND, LLC

Authorized Company Representative

Acknowledged:
BOKF, NA

By: _____

Its: _____

EXHIBIT C

COMPLETION CERTIFICATE

The undersigned Authorized Company Representative, pursuant to Section 706 of the Indenture, dated as of _____ 1, 2019 (the "Indenture"), among Torrance County, New Mexico, _____, LLC, as Purchaser, High Lonesome Mesa Wind, LLC (the "Company") and BOKF, NA, as Depositary, states that, except for specified amounts remaining in the Acquisition Fund for any specified Related Costs as described in Appendix A hereto incurred by the Company, but not now due and payable, the Repower Project is complete and all costs of labor, services, materials and supplies in connection with the Equipment Project Property have been paid for or provisions have been made for their payment. After the transfer of remaining moneys in the Acquisition Fund to the Company pursuant to Section 706 of the Indenture, the Company will have sole responsibility for the payment of any Related Cost in excess of the amount specified to be retained in the Acquisition Fund.

Moneys set aside for payment of pending expenses equal \$ _____ and total disbursements equal \$ _____.

DATED: _____, _____

HIGH LONESOME MESA WIND, LLC

Authorized Company Representative

EXHIBIT D

CERTIFICATE OF QUALIFIED INVESTOR

Torrance County, New Mexico

BOKF, NA, as Depositary

High Lonesome Mesa Wind, LLC

Re: Torrance County, New Mexico Taxable Industrial Revenue Bonds (High Lonesome Mesa Wind, LLC Repower Project), Series 2019

Please be advised that the undersigned is purchasing the captioned Series 2019 Bonds (hereinafter referred to as the “Bonds”). Such purchase is for the account of the undersigned, for the purpose of investment and not with a present intent for distribution or resale. In the event that the undersigned transfers such Bonds, the undersigned shall comply with all provisions of the Indenture dated as of _____ 1, 2019 (as amended from time to time, the “Indenture”), among Torrance County, New Mexico (the “Issuer”), _____, LLC, as Purchaser, High Lonesome Mesa Wind, LLC (the “Company”) and BOKF, NA, as Depositary (the “Depositary”), as described in the Bonds. The undersigned assumes all responsibility for complying with any applicable federal and state securities laws in such regard and must present to the Depositary, the Issuer and the Company a Certificate of Qualified Investor executed by the proposed transferee, among other things as may be required by the agreements authorizing the Bonds, before such transfer will be effective.

The undersigned acknowledges that it is one of the following:

1. a bank as defined in Section 3(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”), or savings and loan association or other institution as defined in Section 3(a)(S)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”); insurance company as defined in Section 2(13) of the Securities Act; insurance company as registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; plan established and maintained by a state, its political subdivision, or any agency or instrumentality of a state or its political subdivision, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

2. a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

3. an organization described in Section 501(c)(3) of the Internal Revenue Code with total assets in excess of \$5,000,000;

4. a natural person whose individual net worth, or joint net worth with that person's spouse, at the time of this purchase exceeds \$1,000,000, excluding the value of the primary residence of such person;

5. a natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with the person's spouse in excess of \$300,000 in each of those years and who reasonably expects reaching the same income level the current year; or

6. one or more of the following, as indicated, that it is acting for its own account or the accounts of other Qualified Institutional Buyers and that it in the aggregate owns and/or invests on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with the Company:

(a) an insurance company, as defined in Section 2(13) of the Securities Act;

(b) an investment company registered under the Investment Company Act of 1940, as amended, or any business development company as defined in Section 2(a)(48) of that Act;

(c) a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;

(d) a plan established and maintained by a state, its political subdivision or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees;

(e) an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974;

(f) a trust fund whose trustee is a bank or trust company and whose participants are exclusively plans of the types identified in Paragraph (d) or (e) above, and not a trust fund that includes as participants individual retirement accounts or H.R. 10 plans;

(g) a business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940 (the "Investment Advisers Act");

(h) an organization described in Section 501(c)(3) of the Internal Revenue Code, a corporation (other than a bank as defined in Section 3(a)(2) of the Securities Act or a savings and loan association or other institution referenced in Section 3(a)(5)(A) of the Securities

Act or a foreign bank or savings and loan association or equivalent institution), partnership or similar business trust; or

(i) an investment adviser registered under the Investment Advisers Act;

7. a dealer registered pursuant to Section 15 of the Exchange Act, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least \$10 million of securities of issuers that are not affiliated with the dealer, provided that securities constituting the whole or a part of an unsold allotment to or subscription by a dealer as a participant in a public offering shall not be deemed to be owned by such dealer; or

8. a dealer registered pursuant to Section 15 of the Exchange Act acting in a riskless principal transaction on behalf of a qualified institutional buyer; or

9. an investment company registered under the Investment Company Act, acting for its own account or for the accounts of other qualified institutional buyers, that is part of a family of investment companies which own in the aggregate at least \$100 million in securities of issuers, other than issuers that are affiliated with the investment company or are part of such family of investment companies. "Family of investment companies" means any two or more investment companies registered under the Investment Company Act, except for a unit investment trust whose assets consist solely of shares of one or more registered investment companies, that have the same investment adviser (or, in the case of unit investment trusts, the same depositor), provided that, for purposes of this section:

(a) each series of a series company (as defined in Rule 18f-2 under the Investment Company Act) shall be deemed to be a separate investment company; and

(b) investment companies shall be deemed to have the same adviser (or depositor) if their advisers (or depositors) are majority-owned subsidiaries of the same parent, or if one investment company's adviser (or depositor) is a majority-owned subsidiary of the other investment company's adviser (or depositor);

10. an entity, all of the equity owners of which are qualified institutional buyers, acting for its own account or the accounts of other qualified institutional buyers; or

11. a bank as defined in Section 3(a)(2) of the Securities Act, any savings and loan association or other institution as referenced in Section 3(a)(5)(A) of the Securities Act, or any foreign bank or savings and loan association or equivalent institution, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with it and that has an audited net worth of at least \$25 million as demonstrated in its latest annual financial statements, as of a date not more than 16 months preceding the date of sale in the case of a U.S. bank or savings and loan association, and not more than 18 months preceding such date of sale for a foreign bank or savings and loan association or equivalent institution; or

12. any entity that is acquiring the Bond for the purpose of facilitating investment therein by “qualified institutional buyers” as defined under Rule 144A promulgated under the Securities Act; or

13. The parent, affiliate or subsidiary of High Lonesome Mesa Wind, LLC.

The undersigned further acknowledges that (i) interest on the Bonds is not exempt from gross income for federal income tax purposes, and (ii) an opportunity was available to obtain and that the undersigned has obtained all materials which were regarded as necessary to evaluate the merits and risks of investment in the Bonds and after such evaluation, the undersigned understands and knows that investment in the Bonds involves certain risks, including, but not limited to, those related to limited security and source for payment of the Bonds and the probable lack of any secondary market for the Bonds.

The undersigned acknowledges, warrants and represents that the undersigned is experienced in transactions such as those relating to the Bonds and that the undersigned is knowledgeable and fully capable of independently evaluating the risks involved in investing in the Bonds. The undersigned further acknowledges that neither the Issuer nor any of its officials, counsel, agents or consultants is responsible for any information contained in or omitted from the materials furnished, whether directly or by any other means, relating to the Bonds and acknowledges that the undersigned will not look and has not looked to any of them to obtain such information on its behalf.

_____, LLC,
a Delaware limited liability company

By: High Lonesome Mesa Wind, LLC
a Delaware limited liability company
its sole member

By: _____

Name: _____

Title: _____

Address for Notices and
Payment of principal and interest:

Attn: Legal Department
Vice President, Business Management
700 Universe Blvd.
P.O. Box 14000
Juno Beach, FL 33408-0420

TORRANCE COUNTY, NEW MEXICO

and

HIGH LONESOME MESA WIND, LLC

LEASE AGREEMENT

Dated as of [September 1], 2019

\$75,000,000

Torrance County, New Mexico
Taxable Industrial Revenue Bonds
(High Lonesome Mesa Wind, LLC Repower Project)
Series 2019

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TORRANCE COUNTY, NEW MEXICO, a political subdivision of the State of New Mexico (together with its successors and assigns, the “Issuer”), as lessor, and HIGH LONESOME MESA WIND, LLC, a Delaware limited liability company (together with its successors and assigns, the “Company”), as lessee, agree:

**ARTICLE I
RECITALS**

Capitalized terms not otherwise defined herein shall have the meanings defined in Section 2.1 hereof, unless the context clearly requires otherwise.

A. The Company has requested that the Issuer issue its Taxable Industrial Revenue Bonds (High Lonesome Mesa Wind, LLC Repower Project), Series 2019 in the maximum principal amount of \$75,000,000 (the “Series 2019 Bonds” or the “Bonds”). The proceeds of the Bonds will be used to finance the acquisition and installation of certain wind energy generation equipment, transformers and associated electrical generating equipment (the “Repower Project Property”) used to generate electricity from wind energy related to the High Lonesome Mesa Wind Project which was constructed in 2008 (the “Original Project”) located in the County and outside the corporate limits of any municipality in the County (the “Project Site”), to be used by the Company to replace worn-out or otherwise obsolete wind energy generation equipment, for the continued generation and transportation of electricity (the “Repower Project”). The Original Project was financed and acquired with proceeds of the County’s Taxable Industrial Revenue Bonds (High Lonesome Wind Project), Series 2008 (the “2008 Bonds”).

B. The Issuer is authorized under Section 4-59-1 to 4-59-16, NMSA 1978 (the “Act”) to acquire certain projects and issue its industrial revenue bonds in payment therefor and has determined that it is desirable to acquire the Repower Project Property for purposes of the Repower Project pursuant to Ordinance ___ (the “Bond Ordinance”) and has in the Bond Ordinance authorized the issuance of the Bonds.

C. The Bonds are to be issued under an Indenture dated as of [September] 1, 2019 (together with any and all amendments and supplements, the “Indenture”) among the Issuer, _____ LLC, a Delaware limited liability company (together with its successors and assignees, and transferees of the Bonds, the “Purchaser”), the Company and BOKF, NA, as Depositary (the “Depositary”). The Bonds will be a special limited obligation of the Issuer payable as therein provided and the Bonds will not constitute a debt or pledge of the credit of the Issuer, and the Purchaser or owners of the Bonds will have no right to have taxes levied by the Issuer or to require the Issuer to use any revenues for the payment of the Bonds, except for Basic Rent (as defined in Section 2.1 hereof).

D. The proceeds of the Bonds will be used to finance the acquisition of the Repower Project Property leased to the Company under this Lease Agreement (together with all amendments and supplements, this “Agreement”).

E. Implementation of the Repower Project will result in the replacement of wind generation equipment.

F. In connection with the Original Project, the Company has made payments in lieu of taxes equal to \$325,000 for the first ten (10) years, and \$600,000 per year for the remainder of the term of the 2008 Bonds (the “Original PILOT”) to the County, which Original PILOT is shared by the County and Estancia Municipal School District. The Company will make a new PILOT equal to \$5,200 per megawatt of generating capacity of the Repower Project, which will supersede and replace the Original PILOT for each year in which the Series 2019 Bonds are outstanding.

H. The 2008 Bonds are expected to remain outstanding until the expiration of their term, which is April 1, 2038, and the Lease Agreement related to the 2008 Bonds is expected to remain effective through that date, and the Series 2019 Bonds shall remain outstanding for a maximum term ending [September] 1, 2049.

I. The Company has previously conveyed the Project Site described in Exhibit A to the Issuer pursuant to a special warranty deed and assignment of Wind Ranch Easement Agreements and a Bill of Sale. The Repower Project Property, which shall be located on the Project Site, is to be leased to the Company pursuant to this Agreement.

J. The Series 2019 Bonds are to be purchased under a Bond Purchase Agreement dated as of _____, 2019 (together with any and all amendments and supplements, the “Bond Purchase Agreement”) among the Issuer, the Purchaser and the Company.

K. The Series 2019 Bonds will be secured by the Indenture which constitutes, among other things, a collateral pledge of this Agreement.

In consideration of the premises and the mutual representations and agreements hereinafter contained, the Issuer and the Company agree as follows (provided that any obligation of the Issuer created by or arising out of this Agreement will never constitute a general debt of the Issuer or give rise to any pecuniary liability of the Issuer, but will be payable solely out of Basic Rent).

**ARTICLE II
DEFINITIONS AND RULES OF CONSTRUCTION**

Section 2.1. Definitions. All words and terms defined in the Indenture have the same meanings when used in this Agreement. In addition:

“Additional Payments” has the meaning assigned in Section 5.3(b).

“Affiliate” means an entity the control or ownership of which is held in common with the control or ownership of another entity.

“Affiliated Entities” means Affiliates under common control or ownership.

“Applicable Environmental Law” means any applicable law, statute, ordinance, regulation, order or rule relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or materials or pertaining to health or the environment, including, without limitation, CERCLA and RCRA, as each is amended and in effect from time to time.

“Basic Rent” has the meaning assigned in Section 5.3(a).

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

“Closing Date” means the date of execution and delivery of the Bonds.

“Construction Completion Date” has the meaning assigned in Section 4.4.

“County PILOT” means the payment in lieu of taxes to be made by the Company to the County, in an annual amount equal to fifty-four percent (54%) of \$5,200 per megawatt of generating capacity of the Repower Project.

“Eminent Domain” means the taking of title to, or the temporary use of; all or any part of the Repower Project Property pursuant to eminent domain or condemnation proceedings, or by any settlement or compromise of such proceedings, or any voluntary conveyance of all or any part of the Repower Project Property during the pendency of, or as a result of a threat of, such proceedings.

“Event of Default” has the meaning assigned in Section 8.1.

“Facility” means the wind-generating generating facility known as High Lonesome Mesa Wind Project, located on Mesa de los Jumanos, approximately 9 miles south of the Village of Willard in Torrance County, New Mexico, and its related supporting equipment and all improvements thereon for the generation and transmission of electricity.

“Indemnitee” has the meaning assigned in Article VI.

“Lender” or “Lenders” means any and all persons or successors in interest thereof (a) lending money or extending credit related to the Repower Project (including any financing lease, monetization of tax benefits, backleverage financing or credit derivative arrangement) to the Company or to an Affiliate of the Company including: (i) for the construction, permanent or interim financing or refinancing of the Repower Project; (ii) for working capital or other ordinary business requirements of the Repower Project (including the maintenance, repair, replacement or improvement of the Repower Project); (iii) for any development financing, bridge financing, credit support, credit enhancement or interest rate protection in connection with the Project; (iv) for any capital improvement or replacement related to the Repower Project; or (v) for the purchase of the Repower Project and related rights from the Company, and/or (b) participating (directly or indirectly) as an equity investor in the Repower Project primarily in connection with

the utilization of applicable federal tax credits or tax depreciation benefits associated with holding an ownership interest in the Repower Project, or (c) participating as a lessor under a lease finance arrangement relating to the Repower Project (which such arrangement shall not be deemed to include this Agreement, and which person or persons shall not include Company or any of its Affiliates).

“PILOT” means, collectively, the County PILOT and the School District PILOT.

“Proceeds,” when used with respect to any insurance proceeds or any award resulting from, or other amount received in connection with, Eminent Domain, means the gross proceeds from the insurance or such award or other amount.

“Project Site” means the real property in Torrance County, New Mexico described in Exhibit A.

“RCRA” means the Resource Conservation and Recovery Act of 1976.

“Related Costs” means expenditures incurred or to be incurred with respect to the Repower Project, including, without limitation, the acquisition, assembly and installation of the Repower Project Property.

“Rent” means Basic Rent and any Additional Payments under this Agreement.

“Repower Project” means the acquisition of the Repower Project Property and its installation in the Facility.

“Repower Project Property” means (i) wind energy generation equipment, transformers and associated electrical generating equipment used to generate electricity from wind energy and other personal property of any kind as further described in Exhibit A, whether now owned or hereafter acquired, but only to the extent that such property is acquired with the proceeds of the Bonds, or the acquisition is reimbursed with the proceeds of the Bonds, prior to the Completion Date and (ii) any rights of the Company in, or related to, the Repower Project Property now owned or hereafter acquired under easements, agreements or leases assigned to the Issuer.

“School District” mean the Estancia Municipal School District.

“School PILOT” means the payment in lieu of taxes to be made by the Company to the County on behalf of the School District, in an annual amount equal to forty-six percent (46%) of \$5,200 per megawatt of generating capacity of the Repower Project.

“State” means the state of New Mexico.

“Term” means the duration of the leasehold estate created by this Agreement pursuant to Section 5.1 hereof.

“TRD” means the New Mexico Taxation and Revenue Department.

Section 2.2. Rules of Construction.

(a) The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

(b) All references in this Agreement to particular articles, sections or exhibits are references to articles or sections of or exhibits to this Agreement unless some other reference is established.

(c) Any inconsistency between the provisions of this Agreement and the provisions of the Indenture will be resolved in favor of the provisions of this Agreement.

**ARTICLE III
REPRESENTATIONS**

Section 3.1. Issuer Representations. The Issuer represents that, as of the date of delivery of this Agreement:

(a) The Issuer is a political subdivision, organized and existing under the laws of the State.

(b) The Issuer has duly authorized by an ordinance of the governing body of the Issuer adopted at a meeting duly called and held by the affirmative vote of not less than a majority of its members, the execution, delivery and performance of the Bond Documents, the Bonds and the issuance of the Bonds, all for the purpose of financing the Repower Project including the acquisition, assembly and installation of the Repower Project Property and paying certain costs related to the issuance of the Bonds.

(c) To the knowledge of the Issuer, the execution, delivery and performance by the Issuer of the Bond Documents will not conflict with or create a material breach of or material default under the Act or any other law, rule, regulation or ordinance applicable to the Issuer or any agreement or instrument to which the Issuer is a party or by which it is bound, and there is no action, suit, proceeding, inquiry or investigation by or before any court, public board or body, pending or threatened against the Issuer, which seeks to or does restrain or enjoin the issuance or delivery of the Bonds or the execution and delivery of any of the Bond Documents or in any manner questions the validity or enforceability of the Bonds or any of the Bond Documents.

(d) To the knowledge of the Issuer, this Agreement and the Indenture constitute legal, valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and general principles of equity and other applicable laws.

Section 3.2. Company Representations. The Company represents that, as of the date of delivery of this Agreement:

(a) The Company is a limited liability company duly organized and validly existing under the laws of Delaware, is in good standing under the laws of Delaware, is authorized to do business in New Mexico, and has duly authorized the execution, delivery and performance of this Agreement and the Bond Purchase Agreement.

(b) The Company has full legal right, power and authority to carry out and consummate the transactions contemplated by this Agreement and the Bond Purchase Agreement.

(c) The execution, delivery and performance by the Company of this Agreement and the Bond Purchase Agreement and the application by the Company of the proceeds of the issuance and sale of the Bonds as provided in the Bond Documents do not and will not conflict with, contravene, violate or constitute a breach of or default under the articles of organization or operating agreement of the Company or any material agreement to which the Company is a party or by which the Company or its properties or the Repower Project Property is bound or any law, rule, regulation, ordinance, order, consent, or decree, applicable to the Company, its properties or the Repower Project Property if such conflict, contravention, violation, breach or default could materially affect the ability of the Company to perform its obligations under the Bond Documents.

(d) This Agreement and the Bond Purchase Agreement constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and general principles of equity.

(e) No Event of Default, or event or condition which, with notice or lapse of time or both, would constitute an Event of Default, with respect to the Company has occurred and is continuing. The Company has not received any written notice of any currently existing material violation of any zoning, land use, environmental or other similar law or regulation applicable to the Repower Project Property, the Project Site or the Repower Project.

(f) There is no action, suit, proceeding, inquiry or investigation by or before any court, public board or body pending or, to the knowledge of the Company, threatened against the Company, which (i) seeks to or does restrain or enjoin the issuance or delivery of the Bonds or the execution and delivery of any of the Bond Documents, (ii) questions the validity or enforceability of the Bonds or any of the Bond Documents, (iii) questions the authority of the Company to own or operate any of the Repower Project Property, or (iv) if adversely determined, would have a material adverse effect on the Repower Project Property or the Company's ability to perform its obligations under the Bond Documents.

(g) All necessary authorizations, approvals, consents and other orders of any governmental authority or agency for the execution and delivery by the Company of this

Agreement and the Bond Purchase Agreement have been obtained and are in full force and effect.

(h) The Company acknowledges that the Issuer has made no warranty or representation, express or implied, that the amount in the Acquisition Fund, as defined in Section 701 of the Indenture, will be sufficient to pay the Related Costs or that the Repower Project Property will be suitable for the Company's needs.

(i) The Company will not use or operate the Repower Project, or permit the Repower Project to be used or operated, in any way which would adversely affect the qualification of the Repower Project as a "project" under the Act.

(j) The acquisition, construction and installation of the Repower Project Property by the Company and the operation thereof will comply in all material respects with applicable zoning, planning, building, environmental and other regulations of the governmental authorities having jurisdiction over the Facility, and all permits, licenses, consents and permissions necessary for the Facility have been or will be obtained in due course.

(k) The Repower Project Property is located in Torrance County and is or will be an electric generation facility which does not require location approval and a certificate of convenience and necessity prior to construction or operation of the facility pursuant to the New Mexico Public Utility Act, Sections 62-3-1, et seq., NMSA 1978.

(l) No representation made by the Company in this Agreement and no statement made by the Company in any written information, material or report furnished to the Issuer or the Purchaser in connection with the transactions contemplated by this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the representation or statement, in light of the circumstances under which it is made, not misleading.

(m) The representations of the Company in this Section 3.2 and in any other instrument delivered by the Company in connection with the transactions contemplated by the Bond Documents will survive the execution and delivery of this Agreement, and the issuance, sale and delivery of the Bonds as representations of facts existing as of the date of execution and delivery of the Bond Documents or other instrument containing such representation.

(n) The Company has arranged for all of the Company's right, title and interest in and to the Repower Project Property to be transferred to the Issuer.

ARTICLE IV THE PROJECT AND THE COMPANY

Section 4.1. Acquisition, Equipping and Completion. The Company will use reasonable commercial efforts to acquire and install the Repower Project Property as agent for the Issuer under the Act and applicable TRD regulations. To the extent necessary, after all proceeds of the issuance of the Bonds have been exhausted, the Company will finance the completion of the Repower Project with other funds. The Repower Project Property will at all

times during the Term be located within Torrance County, New Mexico. The Issuer makes no warranty that the proceeds of the issuance and sale of the Bonds will be sufficient to pay all the Related Costs. The Company will obtain at the necessary time all licenses and permits required for the occupancy and operation of the Repower Project Property and the Repower Project.

Section 4.2. Plans and Specifications; Changes. The Company may make changes, supplements, amendments and additions, omissions or substitutions for components of the Repower Project Property without the approval of the Issuer or the Purchaser. If the Company elects to make any such change, supplement, amendment, addition, omission or substitution which would make the description of the Repower Project Property contained in Exhibit A materially inaccurate, the Company will revise the description of the Repower Project Property set forth in Exhibit A accordingly and will deliver a copy of such revised Exhibit A, certified by an Authorized Company Representative, to the Issuer and the Purchaser. The Issuer and Company will take such further actions as necessary to effect such change including executing, delivering, and recording a bill of sale, assignment and any amendments to the Bond Documents. Notwithstanding the foregoing, the Company will not make any changes, supplements, amendments, additions, omissions, or substitutions or otherwise change or operate the Repower Project Property or permit the Repower Project Property, the Repower Project or the Facility to be operated so as to cause the Repower Project Property and the Repower Project not to be a “project” within the meaning of the Act as in effect on the date of issuance of the Bonds, and the Company will not take or omit to take any action which will result in the Bond proceeds being applied in violation of the Bond Documents.

Section 4.3. No Warranty of Condition or Suitability by Issuer. THE COMPONENTS OF THE REPOWER PROJECT PROPERTY HAVE BEEN DESIGNATED AND SELECTED BY THE COMPANY. THE ISSUER HAS NOT MADE AN INSPECTION OF ANY PORTION OF THE REPOWER PROJECT PROPERTY. THE ISSUER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED OR OTHERWISE, WITH RESPECT TO ANY PORTION OF THE REPOWER PROJECT PROPERTY OR THE LOCATION, USE, DESCRIPTION, DESIGN, MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, CONDITION OR DURABILITY OF THE SAME, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN THE SAME. ALL RISKS INCIDENT TO THE REPOWER PROJECT PROPERTY ARE TO BE BORNE BY THE COMPANY. THE ISSUER WILL HAVE NO LIABILITY WITH REGARD TO OR ARISING OUT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE IN ANY PORTION OF THE REPOWER PROJECT PROPERTY, WHETHER PATENT OR LATENT. THE PROVISIONS OF THIS SECTION 4.3 HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES OR REPRESENTATIONS BY THE ISSUER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PORTION OF THE REPOWER PROJECT PROPERTY, WHETHER ARISING UNDER THE UNIFORM COMMERCIAL CODE OR ANY OTHER LAW NOW OR HEREAFTER IN EFFECT.

Section 4.4. Completion Date. The Company will complete the Repower Project as promptly as practicable and, in any event, within five (5) years of the date of this Agreement. On the date the Repower Project is complete and a certificate of occupancy has been obtained for

the Facility (if such certificate is required to be obtained) (the “Completion Date”), the Company will deliver to the Issuer and the Depository a certificate signed by an Authorized Company Representative stating that, except for specified amounts remaining in the Acquisition Fund for any specified Related Costs incurred by the Company but not then due and payable, the Repower Project is complete and all costs of labor, services, materials and supplies in connection with the Repower Project have been paid for or provisions have been made for their payment. After the transfer of remaining moneys in the Acquisition Fund to the Company pursuant to Section 706 of the Indenture, the Company will have sole responsibility for the payment of any Related Costs in excess of the amount specified to be retained in the Acquisition Fund. Upon completion, the Repower Project Property will comply in all material respects with all building codes, and other laws, ordinances, rules and regulations applicable to the Repower Project Property or the Facility.

Section 4.5. Gross Receipts and Compensating Tax. To the extent required by law, if at all, the Company, either on its own behalf or as agent for the Issuer pursuant to Section 4.1 and this Section, will file returns for reporting and paying compensating tax which may be become due because of the Repower Project and promptly will pay, as a Related Cost, any gross receipts or compensating tax which may become due from the Issuer under any such returns. To the extent consistent with or required by State law, the Issuer will cooperate with the Company in the obtaining of Nontaxable Transaction Certificates from the TRD for delivery to suppliers with respect to the Repower Project Property as may be applicable under the New Mexico Gross Receipts and Compensating Tax Act. The Company will pay any gross receipts or compensating tax plus applicable penalty and interest which is found by the TRD to be due from the Company or the Issuer because of the purchase or use of the Repower Project Property or any component of the Repower Project Property by the Company or the Issuer. The Company may request any rulings from the TRD which the Company determines might be necessary or desirable to clarify the New Mexico gross receipts and compensating tax results of transactions related to the Repower Project and may dispute, in any manner authorized by the New Mexico Tax Administration Act, any gross receipts or compensating tax liability imposed on the Company or the Issuer because of the Repower Project. The Issuer will join in any reasonable modifications to this Agreement which are necessary or desirable to obtain Nontaxable Transaction Certificates or otherwise reduce the gross receipts and compensating tax imposed on the Company or the Issuer as a result of or in connection with the acquisition, assembly and installation of the Repower Project Property and will otherwise cooperate with the Company to address any reasonable request of the Company regarding issues raised by TRD with respect to Non-Taxable Transaction Certificates. The Company will pay such gross receipts taxes and compensating taxes as may be required by law for all purchases of property other than Repower Project Property, for all purchases after the Completion Date and for any purchases in amounts greater than the proceeds of the Bonds.

Section 4.6. Compliance With Law.

(a) The Company will obtain or cause to be obtained all necessary permits and approvals, for the occupancy, operation and maintenance of the Repower Project Property and will comply in all material respects with all Applicable Environmental Laws and all lawful requirements of any governmental body, agency or department regarding the use, condition or

operation of the Repower Project Property. The Company may in good faith contest the validity or the applicability of any such requirement. During the period of such contest and any related appeal, this Section 4.6 will be deemed satisfied with respect to the requirement so contested.

(b) To the extent that the use which the Company makes of the Repower Project Property results in the manufacturing, treatment, refining, transportation, generation, storage, disposal or other release or presence of any hazardous substance or solid waste on or to the Project Site, such use will be in accordance with law, including any applicable regulations. For purposes of this paragraph, the terms “hazardous substance” and “release” will have the meanings specified in CERCLA, and the term “disposal” (or “disposed”) will have the meaning specified in RCRA; provided, in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning will apply subsequent to the effective date of such amendment, and provided, further, to the extent that the laws of the State establish a meaning for “hazardous substance,” “release,” or “disposal” which is broader than that specified in either CERCLA or RCRA, such broader meaning will apply; provided, further, that the term “hazardous substance” will also include those listed in the U.S. Department of Transportation Table (49 C.F.R. 172.101) and amendments thereto from time to time.

(c) The Company agrees to promptly notify the Purchaser and the Issuer of any material violation of any Applicable Environmental Laws of which the Company becomes aware.

(d) The Company shall, at the Company’s sole cost and expense, remove or take remedial action as and to the extent required by Applicable Environmental Laws with regard to any hazardous substance brought onto the Project Site or released from the Project Site by the Company or its employees, agents or contractors. If the Company fails to timely take any action required under this Section after notice from the applicable governmental entity having jurisdiction under Applicable Environmental Laws, the Issuer may, but shall have no obligation to, perform or arrange for the performance of such action and the Company shall, promptly upon demand therefore, reimburse the Issuer for all reasonable and customary costs actually incurred by the Issuer in connection with the completion of such performance.

The Company shall indemnify, defend, protect and hold the Issuer and the Issuer’s commissioners, employees and agents free and harmless from any liability (including, without limitation, costs, reasonable attorneys and consulting fees, investigation and laboratory fees and litigation expenses) arising out of (a) a release of any hazardous substance in, on or under the Project Site or (b) the violation by the Company or its employees, agents or contractors of any Applicable Environmental Laws at the Project Site. The indemnity obligations stated in this Section (i) are in addition to the other indemnity obligations of Company hereunder, and shall survive the termination of this Agreement, but (ii) shall specifically exclude any liabilities or amounts arising out of or related to the gross negligence or misconduct of the Issuer or the Issuer’s trustees, employees and agents.

Section 4.7. Taxes and Utility Charges. The Company will pay or cause to be paid, as and when due, (i) all taxes, assessments, and governmental and other charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the

Repower Project Property, (ii) all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Repower Project Property and (iii) all assessments and charges lawfully made by any governmental body for public improvements that may be secured by any lien on the Repower Project Property. The Company may, in good faith, contest the amount or validity of any such levy, tax, assessment or other charge by appropriate legal proceedings. During the period of such contest and any related appeal, this Section 4.8 will be deemed satisfied with respect to any such levy, tax, assessment or other charge so contested.

Section 4.8. Maintenance. The Issuer will not be under any obligation to, and will not, operate, maintain or repair the Repower Project Property. The Company will, at its own expense, keep the Repower Project Property in safe repair and in such operating condition as is needed for its operations. The Company will not be under any obligation to renew, repair or replace any inadequate, obsolete, worn out, unsuitable, undesirable, inappropriate or unnecessary equipment.

Section 4.9. Replacement and Removal of Repower Project Property. The Company may replace or remove and/or sell, trade in exchange or otherwise dispose of any machinery, equipment or fixtures constituting a part of the Repower Project Property, without any responsibility or accountability to the Issuer, and thereby acquire title to such machinery, equipment or fixtures, provided that such replacement or removal will not change the nature of the Repower Project as a qualified “project” as defined in and as contemplated by the Act. Upon the request and at the expense of the Company, the Issuer will deliver to the Company appropriate instruments evidencing the acquisition by the Company of title to any machinery, equipment or fixtures permitted by this Section 4.9 to be so replaced or removed. The provisions of Article X govern the delivery and form of any such instruments. The removal from the Facility of any portion of the equipment, if any, pursuant to the provisions of this Section will not entitle the Company to any abatement or diminution in amount of the Basic Rent, Additional Payments, School PILOT or County PILOT payable under this Agreement. The Company may acquire machinery, equipment or other property (other than fixtures) which does not constitute a part of the Repower Project Property and title to any such property will not thereby be transferred to the Issuer.

Section 4.10. Eminent Domain; Damage; Destruction. The Company will give prompt notice to the Issuer and the Purchaser of any material damage to or destruction of the Repower Project Property. If either the Issuer or the Company receives notice of the proposed taking of all or any part of the Repower Project Property by Eminent Domain, it will give prompt notice to the other and the Purchaser. Any such notice will describe generally the nature and extent of such damage, destruction, taking or proposed taking. The Proceeds resulting from the exercise of Eminent Domain with respect to or from any damage to or destruction of all or any portion of the Repower Project Property shall at the option of the Purchaser, be applied to the prepayment of the Bond or paid to the Company. All proceeds of insurance resulting from claims for losses to the Repower Project and all proceeds of any condemnation award will be paid to the Company.

Section 4.11. Access and Inspection. The Company authorizes the Issuer and the Purchaser and their duly authorized agents during regular business hours, upon two (2) days

prior written notice, (i) such rights of access to the Repower Project Property as may be reasonably necessary to inspect the progress of the Repower Project and (ii) the right of entry onto the Project Site for any purpose contemplated by this Agreement. Such rights of access and entry will not be terminated, curtailed or otherwise limited by any sale, assignment, lease or other transfer of the Repower Project Property by the Company to any other Person. During any such access or entry, the Issuer and the Purchaser shall comply with all safety related rules and policies of the Company and its contractors.

Section 4.12. Assessment in the Company's Name. If this Agreement has not been terminated on or before the thirtieth anniversary of the Closing Date, the Company will take all necessary action to have the Repower Project Property assessed for property tax purposes in the name of the Company on or within 30 days before the thirtieth anniversary of the Closing Date, and the Company will pay all ad valorem taxes on the Repower Project Property from and after the thirtieth anniversary of the Closing Date. If the Repower Project Property must be conveyed to the Company to accomplish such assessment, the Issuer will convey the Repower Project Property to the Company, and this Agreement will thereafter be construed to be an installment sale agreement and all terms and provisions of this Agreement will remain in full force and effect. The provisions of Article X govern the manner and form of any such conveyance. Notwithstanding the foregoing, if the Company fails to take all necessary action to have the Repower Project Property assessed for property tax purposes in the name of the Company thirty (30) days before or on the thirtieth anniversary of the Closing Date, the Issuer may terminate this Agreement and execute, deliver and cause to be recorded, at the expense of the Company, appropriate documents reflecting such termination. In anticipation of the conveyance of the Repower Project Property by the Issuer to the Company, the Issuer will, upon the request of the Company, deliver to an escrow agent agreed to by the Issuer and the Company appropriate documents, including, but not limited to, a quitclaim deed, an assignment of easements and other real property rights and a bill of sale, prepared by the Company at the Company's expense, conveying to the Company the Issuer's interest in the Repower Project Property; such documents to be delivered to the Company at the time of purchase of the Repower Project Property.

Section 4.13. Use of Repower Project Property. The Company will use the Repower Project Property or cause the Repower Project Property to be used during the Term so as to constitute a "project" within the meaning of the Act as in effect on the date of issuance of the Bonds. Temporary cessation of operations, or cessations of operations during holiday periods, for maintenance or retooling, for reasonable periods for the repair or replacement of facilities damaged or destroyed, resulting from labor disputes, strikes or because of short-term slack demand, riots or acts of God or the public enemy, shortages of materials or supplies or for any other reason beyond the reasonable control of the Company, or under similar circumstances will not constitute a failure by the Company to comply with this Section 4.13.

Section 4.14. Existence. Unless its successor or the transferee of its assets, as the case may be, assumes in writing all of the obligations of the Company under the Bond Documents, the Company will maintain its existence as a legal entity and will not dispose of all or substantially all of its assets, other than through execution of this Agreement. The Company shall have the right to change its organizational structure so long as such a change does not result in the Repower Project failing to constitute a "project" within the meaning of the Act as in effect

on the date of issuance of the Bonds, provided such restructured organization assumes in writing or is liable for, by operation of law all of the obligations of the Company under the Bond Documents. Original executed copies of such assumption will be delivered to each of the other Parties on or before the effective date of such succession or transfer. To the extent necessary under State law, the Company and its successors or transferees will become and remain authorized to transact business in the State and, if applicable, in good standing in the State.

Section 4.15. Subleases; Granting and Release of Easements; Amending or Modifying Subleases and Easements. The Company may at any time or times cause to be granted subleases, easements, licenses, rights-of-way (temporary or perpetual and including the dedication of public highways) subject to the Indenture and this Agreement, or the Company may cause to be amended, modified or released existing subleases, easements, licenses, rights-of-way and other rights or privileges in the nature of easements, held with respect to any property included in the Repower Project Property with or without consideration, and the Issuer agrees that it will, at the expense of the Company, execute and deliver any instrument necessary or appropriate to confirm and grant, amend, modify or release any such sublease, easement, license, right-of-way or other right or privilege upon receipt of: (i) a copy of the instrument of grant, amendment, modification or release, and (ii) a written application of the Company signed by an authorized representative of the Company requesting such instrument and stating (1) that such grant, amendment, modification or release is not detrimental to the proper conduct of the business of the Company, and (2) that such grant, amendment, modification or release will not impair the effective use or materially interfere with the operation of the Repower Project Property; will not materially diminish or impair the security intended to be given by or under this Agreement or the Indenture and will not materially diminish or impair the obligations of the Company or the rights of the Issuer under this Agreement or the Indenture.

Section 4.16. Insurance. The Company will keep the Repower Project Property continuously insured against such risks and in such amounts, with such deductible provisions, as are customary in connection with the operation of facilities of the type, location and size comparable to the Facility, as reasonably determined by the Company. Each policy of such insurance will show the Company as loss payee and the Issuer as an additional insured under such policies as the respective interests of such parties may appear. Such insurance may, to the extent permitted under applicable law, be provided by blanket policies maintained by the Company, by a captive insurance company controlled by the Company or through self-insurance. Such insurance will include extended coverage insurance and general liability insurance against liability for (i) claims for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition of the Repower Project Property, and (ii) liability with respect to the Repower Project Property under the workers' compensation laws of the State (unless the Company has complied with the requirements of the law of the State for self-insurance).

ARTICLE V LEASE; TERM; POSSESSION; RENT

Section 5.1. Lease of the Repower Project Property; Term.

(a) The Issuer hereby agrees to lease the Project Property to the Company, and the Company hereby agrees to lease the Project Property from the Issuer pursuant to the terms of this Agreement. This Agreement shall become effective upon its execution and delivery, and the leasehold estate created hereby and the Term shall then begin, and subject to the provisions of this Agreement, the Term shall expire on the earlier of (i) the thirtieth (30th) anniversary of the date of this agreement or (ii) on such earlier date as the payment or redemption and discharge of the whole amount of the principal and interest on the Bonds at the time outstanding shall have been made as provided in the Indenture, or on such earlier date as arrangements satisfactory to the Issuer and the Purchaser for such payment or redemption and discharge of the Bonds shall have been made. The parties acknowledge that the Company may pay, discharge and redeem the Bonds by offsetting amounts owed under the Bonds to the Purchaser against monies owed to the Company by the Purchaser, including but not limited to monies advanced by the Company to the Purchaser in anticipation of making Bond advances under the Indenture.

(b) Except as provided in Section 11.17, upon the termination of this Agreement all right, title and interest of the Issuer and the Purchaser under this Agreement shall cease, terminate and become void, the Bonds shall cease to be entitled to any benefit under this Agreement, and all covenants, agreements and obligations of the Company to the Purchaser, the Issuer and the School District, shall cease, terminate and become void.

Section 5.2. Quiet Enjoyment. So long as no Event of Default has occurred and is continuing, the Issuer will not take any action, other than pursuant to Section 4.12 or Article VIII, to prevent the Company from having quiet and peaceable possession and enjoyment of the Repower Project Property during the Term (except as necessary with respect to Eminent Domain or condemnation for public projects and purposes) and will, at the request of the Company and at the Company's expense, including all expenses incident to any legal action, to the extent that the Issuer may lawfully do so, join in any legal action in which the Company asserts its right to such possession and enjoyment.

Section 5.3. Basic Rent and Additional Payments.

(a) The Company will pay to the Purchaser for the account of the Issuer such amounts at such times as are required to make all payments of principal of, interest on and redemption price of the Bonds in accordance with the terms of the Bonds and the Indenture as and when due (the "Basic Rent"), and the Company shall take all such actions relating to the withholding and reporting of interest as are required by the Internal Revenue Code of 1986, as amended. A copy of the anticipated payment schedule for the Bonds is attached hereto as Schedule 5.3(a). The parties acknowledge that the Company may pay, discharge and redeem the Bonds by offsetting amounts owed under the Bonds to the Purchaser against monies owed to the Company by the Purchaser, including but not limited to monies advanced by or on behalf of the Company to or on behalf of the Purchaser in anticipation of making Bond advances under the Indenture.

(b) The Company will make the following payments (the "Additional Payments") to or on behalf of the Issuer: all actual costs, expenses and taxes (including, but not limited to costs attributable to work performed by in-house staff and the fees of its outside advisors including

counsel and its financial advisor) paid or incurred by the Issuer in connection with (i) the discussion, review, negotiation, preparation, approval, execution and delivery of the Bonds, the Indenture, this Agreement, and the other documents and instruments related hereto and thereto through the Closing Date, all of which amounts shall be paid in full on or before the Closing Date, (ii) any amendments or modifications to any of the foregoing documents, instruments or agreements and the negotiation, preparation, approval, execution and delivery of any and all documents necessary to effect such amendments or modifications, (iii) the enforcement by the Issuer or the School District, during or after the Term of any of the rights or remedies of the Issuer or the School District under any of the foregoing documents, instruments or agreements including without limitation, costs and expenses for collection, whether or not suit is filed, (iv) the servicing and administration of the Bonds during the Term or thereafter, including the preparation of disclosures under GASB 77, and (v) any requested subordination of the Issuer's interest in the Repower Project Property to a Lender.

Section 5.4. Obligations Unconditional; Rights of Setoff.

(a) The obligation of the Company to pay Rent and to perform its other obligations under this Agreement is absolute and unconditional and, except as otherwise provided in 5.4(b) below, will not be subject to diminution by setoff, counterclaim, abatement or otherwise, whether as a result of Eminent Domain with respect to, damage to or destruction of or removal of all or any portion of the Repower Project Property or any other event or condition. In the event the Issuer fails to perform its obligations under this Agreement, the Company may, subject to the limitations imposed by Section 11.3, institute such action against the Issuer as the Company may deem necessary to compel performance of those obligations of the Issuer. The Company may also, at its own cost and expense and in its own name or, if necessary, in the name of the Issuer prosecute or defend any action or proceeding or take any other action involving third parties which the Company deems reasonably necessary in order to secure or protect its title to or its right of possession, occupancy and use of the Project Site and the Repower Project Property. In such event, if no Event of Default has occurred and is continuing, the Issuer will cooperate with the Company, so long as it is not the adverse party, upon receipt of indemnity satisfactory to the Issuer against any out-of-pocket cost, expense (including reasonable counsel fees and expenses) or liability the Issuer may incur or suffer as a result of or in connection with such cooperation.

(b) Notwithstanding the above paragraph, it is the intention of this Agreement that the Company shall make Basic Rent payments to the Purchaser for the account of the Issuer, in such amounts and at such times as are required to make payments of principal of, interest on and redemption price of the Bond in accordance with the terms of the Bond Documents as and when due, and the parties acknowledge that all such Basic Rent payments may be offset against any monies due and payable to the Company from the Purchaser in connection with any funds advanced by or on behalf of the Company to or on behalf of the Purchaser in anticipation of any Advances to the Acquisition Account (as defined in the Indenture) as provided for under Section 702 of the Indenture. The Purchaser will look only to the Company for payment of the Bonds and upon the security granted in the Indenture for the Company's obligations under this Agreement. As described in Section 7.1, the Issuer will assign and pledge to the Purchaser certain of its rights, title and interests in and to this Agreement including the right to receive payments of Basic Rent hereunder.

ARTICLE VI SPECIAL COVENANTS

Section 6.1. Recording and Filing; Further Assurances. The Company will, at the expense of the Company, take all actions that at the time are and from time to time may be reasonably necessary to perfect, preserve, protect and secure the interests of the Issuer and the Purchaser in and to the Rent and in the Repower Project Property, including, without limitation, the recordation of this Agreement and the Indenture, the filing of financing statements and continuation statements and the execution, acknowledgment, delivery, filing and recordation of such other instruments as may reasonably be required in carrying out the intention of or facilitating the performance of this Agreement. The Issuer will cooperate with the Company in all such matters.

Section 6.2. Claims; Liens. The Company will pay and discharge and will indemnify and hold harmless the Issuer from (a) any lien or charge upon payments by the Company to, or for the account of, the Issuer under this Agreement (other than the Indenture) and (b) any taxes, assessments, impositions and other charges in respect of the Repower Project Property. If any such lien or charge upon payments, or any such taxes, assessments, impositions or other charges are sought to be imposed, the Issuer will give prompt notice to the Company of any such lien, taxes, assessments, impositions or other charges of which the Issuer has actual notice, and the Company will have the sole right and duty to assume the defense of the same and will have the power to litigate, compromise or settle the same

Section 6.3. Release and Indemnification.

(a) Except as provided in this Section 6.3, the Company releases the Issuer, its Commissioners, officials, employees and agents (each an “Indemnitee”) from, and will indemnify each Indemnitee against all liabilities, claims, costs and expenses (“Losses”) imposed upon, incurred or asserted against, any Indemnitee on account of: (i) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the installation, maintenance, operation and use of the Repower Project Property; (ii) the inaccuracy of any representation by the Company (regardless of whether the Company was aware of such inaccuracy at the time the representation was made) or any breach or default on the part of the Company in the performance of any representation, covenant or agreement of the Company under this Agreement, or any related document, or arising from any acts or failure to act by the Company, or any of its agents, contractors, servants, employees or licensees; (iii) the Company’s failure to comply with any requirements of this Agreement; (iv) suits, legal or administrative proceedings, demands, losses, liabilities, damages, claims, causes of action, costs and expenses resulting from or in any way connected with the presence, release or disposal in or under the Project Site of, any hazardous substances (as defined in CERCLA), hazardous wastes (as defined in RCRA), oils, radioactive materials, asbestos in any form or condition, any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials or substances within the meaning of any Applicable Environmental Law; (v) any action by the Company in connection with the authorization, issuance and sale of the Bonds; (vi) any liability, whether under federal or state securities laws or otherwise, that may arise as a result of inaccurate information supplied by the Company in connection with the issuance of the Bonds or

any subsequent sale of the Bonds; (vii) any other loss, claim, damage, penalty, liability, disbursement, litigation expenses and attorneys' fees or court costs arising out of or in any way relating to the execution of performance of this Agreement, actions taken under the Indenture, the ownership or leasing of the Repower Project Property or any other cause whatsoever pertaining to the Repower Project Property; and (viii) any claim, action or proceeding brought with respect to the matters set forth in clauses (i) through (viii). The Issuer will not be liable to the Company, and the Company releases and discharges the Issuer from, any liability for any and all losses, costs, expenses (including attorneys' fees), damages, judgments, claims and causes of action paid, incurred or sustained by the Company as a result of or relating to any action, or failure or refusal to act on the part of the Purchaser or the Depository with respect to the Bonds, the Bond Documents or documents and the transactions contemplated thereby, including without limitation the exercise by the Purchaser of any of its rights thereunder. This Section 6.3 is not intended in any way to detract from provisions of the Bond Documents to the effect that the Issuer is not to incur any pecuniary liability with respect to the transactions contemplated by the Bond Documents.

(b) Notwithstanding the fact that it is the intention of the parties that the Issuer will not incur pecuniary liability by reason of this Agreement or the undertakings of the Issuer under this Agreement, by reason of the issuance of the Bonds, the execution of the Bond Documents, the performance of any act required of it by the Bond Documents, the performance of any act related to the Bond Documents or the Bonds requested of it by the Company or its position as owner or lessor of the Repower Project Property, nevertheless if the Issuer incurs any such pecuniary liability or the same is claimed or sought, then in such event the Company will indemnify and hold harmless the Issuer against all claims by or on behalf of any person arising out of the same and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice from the Issuer, the Company will defend the Issuer in any such action or proceeding.

(c) In case a claim is made or any action or proceeding is brought against an Indemnitee based on matters described in this Section 6.3 and for which indemnity is sought against the Company pursuant to this Section 6.3, the Indemnitee shall promptly notify the Company in writing, and the Company, upon receipt of that notice, and the Company shall promptly assume or cause the assumption of the defense thereof, including the employment of counsel chosen by the Company and approved in writing by the Issuer (provided, that such approval by the Issuer shall not be unreasonably withheld or delayed), the payment of all expenses and the right to negotiate and consent to settlement. The failure of an Indemnitee to provide timely notice will not relieve the Company from any of its obligations under this Section 6.3 unless that failure prejudices the defense of the claim or action by the Company, in which case the liability of the Company under this Section 6.3 shall be reduced only by an amount equal to the amount of the loss sustained by the Company solely as a result of such failure to notify. If Indemnitee is advised in a written opinion of counsel that there may be legal defenses available to Indemnitee which are adverse to or in conflict with those available to the Company, or that the defenses of Indemnitee should be handled by separate counsel, the Company shall not have the right to assume or cause the assumption of the defense of Indemnitee. If the Company fails to assume or cause the assumption of the defense of such action or to retain counsel reasonably satisfactory to the Issuer within a reasonable time after notice of the commencement

of such action, the fees and expenses of counsel retained by Indemnitee shall be paid by the Company. Notwithstanding, and in addition to any of the foregoing, Indemnitee shall have the right to employ separate counsel with respect to any such claim or in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be paid solely by such Indemnitee unless the employment of such counsel has been specifically authorized in writing by the Company, or if representation by the counsel retained by the Company would be inappropriate due to actual or potential differing interests between such Indemnitee and any other party represented by such counsel in such proceeding. The Company shall not be liable for any such claim or in any such action (i) with respect to any settlement without the prior written consent of the Company, or (ii) with respect to the gross negligence or willful misconduct of any of the Indemnitee.

(d) The Company will have no obligation to release and/or indemnify any Indemnitee (i) with respect to any settlement entered into by such Indemnitee without the prior consent of the Company (which consent will not be unreasonably withheld or delayed), or (ii) for Losses to the extent that such Losses are caused by the negligence or willful misconduct of any of the Indemnitee.

(e) The provisions of this Section 6.3 will survive the payment of the Bonds and the termination of this Agreement.

Section 6.4. Payments in lieu of Taxes to the Issuer and the School District. Until this Agreement expires or is terminated, the Company shall pay the County PILOT to the Issuer, and the School PILOT to the School District, on the first anniversary of the date of this Agreement and, thereafter, on each succeeding anniversary until the anniversary occurring in 2049. The School PILOT has been negotiated with the School District and fully satisfies the requirements of Section 4-59-4(A), NMSA 1978, as amended and supplemented. The payment provisions of this Section may be amended only by a written agreement executed by all of the Company, the Issuer and the School District. The provisions of this Section 6.4 shall survive the termination of this Agreement.

Section 6.5. GASB 77 Reporting Information. The Company shall provide, promptly upon the Issuer's request, annually or more frequently if the Issuer so requests, such information concerning (i) expenditures of Bond proceeds, (ii) the estimated value of the Repower Project Property, (iii) the estimated value of Project Property included in the Original Project, (iv) estimates of the amounts and types of tax avoided by virtue of the issuance of all industrial revenue bonds by the Issuer for the benefit of the Company and any affiliates of the Company, and (v) all other information reasonably requested by the Issuer for the purpose of the Issuer's annual disclosure of tax expenditures under GASB 77.

ARTICLE VII ASSIGNMENT, LEASING AND SELLING

Section 7.1. Assignment of Rights by the Issuer. Concurrently with issuance of the Bonds, the Issuer will assign to the Purchaser certain of the Issuer's rights, title and interests in and to this Agreement, pursuant to the Indenture, as security for payment of the principal of,

interest on and redemption price of the Bonds. Thereafter, the Purchaser will be vested with, and authorized to exercise, such rights of the Issuer and the Purchaser under this Agreement. The Company consents to such assignment.

Section 7.2. No Other Transfer by Issuer. Except for the assignment described in Section 7.1 and Article X hereof or transfer to the Company in accordance with Section 4.12 or 8.3, the Issuer will not sell, assign, transfer or convey its rights, title or interests in this Agreement or the Repower Project Property, or its obligations under this Agreement. Except for tax liens created or permitted by the Company, the Issuer will not cause or create any liens on the Repower Project Property or the Project Site and will cooperate with the Company to defend the Repower Project Property, the Project Site and the Company from and against any claims of lien.

Section 7.3. Assignment, Lease, Mortgage and Sale by the Company. The rights and interests of the Company in, to and under this Agreement may be assigned, and the rights and interests of the Company in and to the Repower Project Property may be assigned, subleased, mortgaged or sold as a whole or in part by the Company, without the consent of the Issuer, provided that under any such assignment or sale the Company remains liable for making payments of Rent and for the performance of its other obligations under this Agreement except where (i) the assignee or purchaser of all of the Company's interest in the Repower Project Property assumes in writing the obligations of the Company under this Agreement, (ii) the financial standing of the assignee or purchaser immediately following such assignment or sale is the same or better than that of the Company immediately preceding such assignment or sale and (iii) the Issuer consents; provided, that the Issuer's consent shall not be required where the Company and assignee are Affiliated Entities. For purposes of this Agreement, "financial standing" shall mean (a) the ownership or other beneficial possession of title to, all of the Repower Project Property and all material rights and assets with respect to the Repower Project, and (b) no material liabilities other than liabilities arising from, or in connection with, the Repower Project. Any mortgagee or assignee that does not directly hold an interest in the Repower Project Property or whose interest is held solely for security purposes shall have no obligation or liability under this Agreement prior to the time the mortgagee or assignee directly holds an interest in this Agreement or succeeds to absolute title to the Company's interest in the Repower Project Property. A mortgagee or assignee shall be liable to perform obligations under this Agreement only for and during the period it directly holds such interest or absolute title.

Section 7.4 Collateral Assignment. The Company shall be permitted to assign this Agreement to its Lenders as collateral for any financing or refinancing of the Repower Project; provided that the Company shall be responsible at Issuer's request for Issuer's reasonable costs associated with the review, negotiation, execution and delivery of documents in connection with such assignment, including reasonable attorneys' fees. Issuer shall, upon request by Company and, at Company's sole expense, cooperate reasonably to execute, or arrange for the delivery within thirty (30) days of such request or such longer time as is reasonable under the circumstances, those normal, reasonable and customary consents, certificates, opinions and other documents and provide such other normal and customary representations or warranties (all in a form reasonably acceptable to Issuer including exclusions, assumptions and caveats typical for such documents or necessary for the accuracy or delivery thereof), as may be necessary to assist

Company in consummating any financing or refinancing of the Repower Project Property or any part thereof.

**ARTICLE VIII
EVENTS OF DEFAULT AND REMEDIES**

Section 8.1. Events of Default Defined. Each of the following events is an “Event of Default”:

(a) Failure by the Company to make any Rent payment, Additional Payments, or PILOT payments when due which continues unremedied for a period of 30 days after the provision by the Issuer, the School District or the Purchaser of written notice of non-payment.

(b) Any representation of the Company in any Bond Document or in any document or agreement delivered to any of the other Parties in connection with the transactions contemplated by any Bond Document proves to have been incorrect in any material respect when made and remains incorrect for a period of 30 days after written notice specifying such error and requesting that it be remedied is given by the Issuer unless such error cannot be remedied within 30 days and the Company has instituted corrective action within 30 days after such notice and diligently pursues such action until such failure is remedied.

(c) A decree or order for relief by a court of competent jurisdiction is entered in an involuntary case under any federal or state bankruptcy, insolvency or similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Company or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days, or the commencement by the Company of a voluntary case under such law, or the consent by the Company either to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Company or for any substantial part of its property, or the making by it of any assignment for the benefit of creditors, or the taking of action by the Company to authorize or effect any of the foregoing. Provided, however, neither the bankruptcy nor the insolvency of the Company shall be grounds for default as long as all Basic Rent payments, PILOT payments and Additional Payments, and all other monetary charges payable by the Company under this Agreement are paid in accordance with this Agreement.

(d) Except as provided in Section 8.1(a), failure by the Company to perform any of its material obligations under this Agreement for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to the Company by the Issuer or the Purchaser, unless such failure is of a type which cannot reasonably be remedied within 30 days and the Company has instituted corrective action within 30 days after such notice and diligently pursues such action until such failure is remedied.

Section 8.2. Purchaser Remedies. The Issuer shall not be entitled to exercise any default remedies against the Company or the Repower Project Property pursuant to this Agreement without the prior written consent of the Purchaser except as (and then only to the

extent) provided in Section 8.3 of this Agreement. If an Event of Default occurs and is continuing, the Purchaser (or its assignee), as the assignee of the Issuer under the Indenture and on behalf of the Issuer, may, but is not required to, take any one or more of the following remedial steps:

(a) By written notice to the Company declare all amounts of Basic Rent payable for the remainder of the Term as are required to provide for the Payment of the Bonds to be immediately due and payable, whereupon the same will be immediately due and payable;

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the Rent then due and thereafter to become due or to enforce the performance and observance of any obligation of the Company under this Agreement or the Indenture;

(c) Exercise any remedies provided for in the Indenture; or

(d) Terminate this Agreement; provided, however, that upon any such termination, all amounts owed to the Issuer hereunder shall be paid, and the Issuer shall immediately reconvey the Repower Project Property to the Company in accordance with Article X.

As the assignee of the Issuer, subject to Section 8.3, the Purchaser (or its assignee) has the sole right and responsibility for the exercise of any remedies if an Event of Default occurs and is continuing.

Section 8.3. Issuer Remedies. If:

(a) the Company fails to comply with its obligations set forth in Sections 4.4, 4.6, 4.11, 4.12, 5.3(b), 6.2, 6.3, 6.4, 6.5 or 8.5 and such failure continues for 60 days after the Issuer gives the Company written notice of such failure; or

(b) the Company fails to comply with its obligations under 5.3(b), such failure continues for 30 days after the Issuer or Purchaser or its assignee gives the Company written notice of such failure, and the Purchaser or its assignee exercises any of the remedies provided in Section 8.2 with respect to such failure; or

(c) any representation of the Company in any Bond Document or any document or agreement delivered to any of the other Parties in connection with the transactions contemplated by the Bond Documents proves to have been incorrect in any material respect when made;

then, subject to Section 8.6 hereof, the Issuer may, in addition to exercising any other remedy available at law or in equity, immediately terminate this Agreement and reconvey the Repower Project Property to the Company ; provided, however, that if any conditions described in Subsections 8.3(a), (b) or (c) cannot be cured within the time allotted for cure, if the Company initiates and proceeds with due diligence to effect a cure, a default will not be deemed to have occurred as long as the Company cures the default within a reasonable period.

Section 8.4. Notice of Default. The Company will promptly give notice of the occurrence of any Event of Default to the Issuer, the Purchaser and the Depositary.

Section 8.5. Agreement to Pay Attorneys' Fees and Expenses. If an Event of Default, or an event which with the giving of notice or the passage of time, or both, would constitute an Event of Default, occurs, and the Issuer incurs expenses, including reasonable attorneys' fees, in connection with the enforcement or administration of this Agreement, the Company will reimburse the Issuer for the reasonable expenses so incurred, upon request. Such amounts will constitute Additional Payments.

Section 8.6. Right to Cure Defaults.

(a) To prevent termination of this Agreement, any mortgagee or assignee of the Company that holds an interest in the Repower Project Property as security shall have a right, but not the obligation, at any time to perform any act necessary to cure any default and to prevent the termination of this Agreement. If any default by the Company under this Agreement cannot be cured without obtaining possession of all or part of the Repower Project Property, then any such default shall be deemed remedied if a mortgagee or assignee (i) in the applicable cure period provided in Section 8.1 or within sixty (60) days thereafter begins appropriate judicial or non-judicial proceedings to obtain the same; (ii) diligently prosecutes any such proceedings to completion; and (iii) after gaining possession of all or part of the Repower Project Property diligently proceeds to cure and perform all other obligations as and when the same are due in accordance with the terms of this Agreement. If a mortgagee or assignee is prohibited by any court or by operation of any bankruptcy or insolvency laws from commencing or prosecuting the proceedings described above, the sixty (60) day period specified above for commencing proceedings shall be extended for the period of such prohibition.

(b) During any period of possession of the Repower Project Property by a mortgagee (or a receiver requested by a mortgagee) and/or while any foreclosure proceedings instituted by a mortgagee are pending, the mortgagee shall pay or cause to be paid the Rent and all other monetary charges payable by the Company under this Agreement which accrue during the period of such possession.

**ARTICLE IX
PREPAYMENTS**

The Company may at any time without penalty (including after the occurrence and during the continuance of an Event of Default) and for any reason cause all or any portion of the Bonds to be redeemed in accordance with the provisions of the Indenture by giving notice of such redemption to the Issuer, the Purchaser and, if there are monies on deposit in the Acquisition Account (as defined in the Indenture), to the Depositary not less than forty-five (45) days before the redemption date, or such shorter period to which the Purchaser and the Company may agree. Such notice will specify the redemption date and the principal amount of the Bonds to be redeemed. On the redemption date the Company will prepay the Rent in an amount equal to such principal amount plus accrued interest on such principal amount to the redemption date by payment of such amounts to the Purchaser, will pay all Additional Payments, plus interest, if any, owed to the Issuer as of such date. The parties acknowledge that the Company may prepay, pay, discharge and redeem the Bonds by offsetting amounts owed under the Bonds to the

Purchaser against monies owed to the Company by the Purchaser, including but not limited to monies advanced by the Company to the Purchaser in anticipation of making Bond advances under the Indenture.

**ARTICLE X
PURCHASE OF REPOWER PROJECT PROPERTY**

The Company will purchase and the Issuer will sell the Repower Project Property for \$1.00 at the expiration or sooner termination of the Term. The Company will give written notice to the Issuer and to the Purchaser, if the Bonds are then unpaid or provision for their payment has not been made, and will specify therein the date of termination and closing such purchase which date shall be the same date and which date will be not less than 15 nor more than 90 days from the date such notice is mailed. At the closing of such purchase, the Issuer will, upon receipt of the purchase price, deliver to the Company or its nominee appropriate documents, including, but not limited to, a quitclaim deed, assignment of easements and other real property rights and a bill of sale, as applicable, prepared by the Company at the Company's expense, conveying to the Company without representation or warranty the Issuer's interest in the Repower Project Property, as it exists at the time of such purchase, subject only to: (i) those liens and encumbrances, if any, to which the Repower Project Property was subject when conveyed to the Issuer; (ii) those liens and encumbrances created by the Company and or to the creation or suffering of which the Company consented; (iii) those liens and encumbrances resulting from the failure of the Company to perform any of its obligations under this Agreement; and (iv) any other lien arising as a matter of law. The Company may exercise its rights under this Article X, whether or not a Default or an Event of Default has occurred and is continuing, so long as all Additional Payments and PILOT payments due to the Issuer and the School District are paid on or before the date of closing of such purchase. If the Company fails to take all necessary action to have the Repower Project Property assessed for tax purposes in the name of the Company at the expiration of the Term, the Issuer may execute, deliver and cause to be recorded, at the expense of the Company, a bill of sale with respect to the Repower Project Property and other appropriate documents reflecting the termination of this Agreement. If at the time of closing the Indenture has not been satisfied in full and released of record, a release by the Purchaser of the Indenture will also be delivered to the Company (or its designee). The right to prepay granted to the Company in this Agreement is and will remain prior and superior to the Indenture.

**ARTICLE XI
MISCELLANEOUS**

Section 11.1. Remedies. No right or remedy conferred on any Party in this Agreement is intended to be exclusive of any other right or remedy conferred on such Party in this Agreement. Except as provided in Section 11.3, each such right or remedy is in addition to every other right or remedy provided in any of the Bond Documents or by law; provided, that the remedies of Purchaser and/or Issuer in respect of an Event of Default or other breach of any Bond Document by the Company shall be limited in all cases to those expressly provided in Article VIII hereof. No delay or omission of any Party to exercise any such right or remedy will impair any such right or remedy or be construed to be a waiver. Every such right or remedy may be exercised from time to time and as often as the relevant Party may deem expedient. No

waiver by any Party of any right or remedy with respect to any Default or Event of Default will extend to or affect any other existing or subsequent Default or Event of Default.

Section 11.2. Beneficiaries. Nothing in this Agreement expressed or implied is intended or is to be construed to confer upon any Person other than the Parties and their successors and assigns (and, in the case of Section 6.3 of this Agreement, the Indemnitees, and, in the case of Section 6.4, the School District) any right, remedy or claim, legal or equitable.

Section 11.3. Limitation of Issuer's Liability. No agreements or provisions contained in the Bond Documents nor any agreement, covenant or undertaking by the Issuer contained in any document executed by the Issuer in connection with any property of the Company financed, directly or indirectly, out of Bond proceeds or the issuance, sale and delivery of the Bonds will give rise to any pecuniary liability of the Issuer, its officials, employees, agents or members of its governing body or constitute a charge against the Issuer's general credit, or obligate the Issuer financially in any way, except with respect to the revenues available under this Agreement or under the Indenture provided by the Company and pledged to the payment of the Bonds, and their application as provided under the Indenture. No failure of the Issuer to comply with any terms, covenants or agreements in this Agreement or in any document executed by the Issuer in connection with the Bonds will subject the Issuer, its officials, employees, agents and members of its governing body to any pecuniary charge or liability except to the extent that the same can be paid or recovered from the revenues available under this Agreement or under the Indenture provided by the Company and pledged to the payment of the Bonds. Nothing in this Agreement will preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Issuer for any failure to comply with any term, condition, covenant or agreement in this Agreement or in the Indenture; provided, however, that no monetary relief will be recoverable from the Issuer except as may be payable from the funds available under this Agreement or under the Indenture provided by the Company and pledged to the payment of the Bonds.

Notwithstanding any other provisions of this Agreement, none of the provisions of this Agreement shall require the Issuer to expend or risk its own funds or to otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder unless it shall have first been adequately indemnified to its satisfaction against the cost, expense and liability which may be incurred thereby.

Section 11.4. No Violation of Public Policies Regarding Indemnity. To the extent, if at all, a court of competent jurisdiction determines that Section 56-7-1, NMSA 1978 applies to any indemnification provisions in this Agreement, including certain types of insurance coverage as set forth in Section 56-7-1, NMSA 1978, such provisions shall not apply to or extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the indemnitee or additional insured, as the case may be, its officers, employees or agents and shall further be limited, if required, by the provisions of Section 56-7-2, NMSA 1978.

Section 11.5. Notices. Any notice, demand, direction, request, consent, approval, report or other instrument authorized or required by this Agreement or the Bond Ordinance to be executed, given or filed will be in writing and will be deemed to have been sufficiently given or filed for all purposes of this Agreement when delivered by hand delivery or by overnight courier or on the third business day following the day on which the same has been mailed by registered or certified mail, postage prepaid, addressed as follows:

If to the Issuer: Torrance County, New Mexico
205 S. 9th St.
Estancia, NM 87016
Attn: County Manager
E-mail: wjohnson@tcnm.us

with a copy to: Jill Sweeney, Esq.
Sherman & Howard, L.L.C.
500 Marquette Avenue NW, Suite 1203
Albuquerque, NM 87102
Telephone: (505) 814-6958
E-mail: jsweeney@shermanhoward.com

If to the Purchaser: _____
700 Universe Blvd.
P.O. Box 14000
Juno Beach, FL 33408-0420
Attn: Vice President, Business Management
Tel: (561) 304-5511 (for use in connection with courier deliveries)
E-mail: michael.sheehan@nexteraenergy.com

If to the Company: High Lonesome Mesa Wind, LLC
700 Universe Blvd.
P.O. Box 14000
Juno Beach, FL 33408-0420
Attn: Vice President, Business Management
Tel: (561) 304-5511 (for use in connection with courier deliveries)
E-mail: michael.sheehan@nexteraenergy.com

Any Party may, by notice to the other Parties, designate any further or different addresses to which subsequent notices, certificates or other communications are to be sent.

Section 11.6. Severability. In case any one or more of the provisions of this Agreement is for any reason held to be illegal or invalid, such illegality or invalidity will not affect any other provision of this Agreement, but this Agreement will be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement of the Issuer or the Company contained in this Agreement is for any reason held to

be in violation of law, then such covenant, stipulation, obligation or agreement will be deemed to be the covenant, stipulation, obligation or agreement of the Issuer or the Company to the full extent permitted by law.

Section 11.7. Successors. Wherever the Issuer is referred to in this Agreement, it will be deemed to include its successors and all covenants and agreements in this Agreement will bind and inure to the benefit of the Issuer's successors. Wherever the Company is referred to in this Agreement, it will be deemed to include its successors in interest to the Repower Project Property and all covenants and agreements in this Agreement will bind and inure to the benefit of such successors.

Section 11.8. Title, Headings. The title and headings of the articles, sections and subdivisions of this Agreement have been used for convenience only and do not modify or restrict any of the terms or provisions of this Agreement.

Section 11.9. Execution in Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together will constitute one instrument.

Section 11.10. Applicable Law. The validity, construction and effect of this Agreement will be governed by the law of the State of New Mexico applicable to agreements made and to be performed in the State of New Mexico.

Section 11.11. Obligations of Issuer Not Obligations of Officials Individually. No obligation under any of the Bond Documents or the Bonds will be deemed to be an obligation of any present or future officer (including, without limitation, County Commissioners) or employee of the Issuer in his or her individual capacity, and no officer of the Issuer who executes the Bonds will be personally liable on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 11.12. Payments Due on Days That Are Not Business Days. If the date for any payment due hereunder is not a Business Day, as defined in the Indenture, then such payment will be made on the next Business Day and no interest on such payment will accrue for such period.

Section 11.13. Federal Income Tax Treatment of Lease. The Issuer and the Company acknowledge that this Agreement constitutes a financing for federal income tax purposes and not a lease of the Repower Project Property, to the extent permitted by law. The Issuer and the Company further acknowledge that the Company shall, to the extent permitted by law, be entitled to all federal income tax attributes attributable to ownership of the Repower Project Property, including the right to claim depreciation or cost recovery deductions and the right to claim any federal tax credits (or federal grants in lieu thereof) arising from ownership of the Repower Project Property. Each of the Issuer and the Company agree not to file tax returns inconsistent with this Section 11.13.

Section 11.14. Amendments. Except for Section 6.4, which may be amended only by an instrument executed by the School District, the Company and the Issuer, this Agreement may

be amended only by an instrument executed by the Issuer and the Company and consented to by the Purchaser.

Section 11.15. Further Assurances and Corrective Instruments. The Issuer and the Company agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements and amendments to this Agreement and such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.

Section 11.16. Recordation. The Company may cause this Agreement, or a memorandum of this Agreement in form and substance satisfactory to the Issuer, to be kept, recorded and filed in such manner and in such places as may be required by law to fully evidence, preserve and protect the leasehold estate of the Company.

Section 11.17. Survivals. The provisions of Sections 4.6, 4.12, 5.3(b), 6.2, 6.3, 6.4, 8.3, 8.5 and Article XI shall survive the termination of this Agreement.

[Signature pages follow]

BOARD OF COUNTY COMMISSIONERS,
TORRANCE COUNTY, NEW MEXICO

By: _____
Ryan Schwebach, Chairman

(SEAL)

ATTEST:

By: _____
Linda Jaramillo, County Clerk

STATE OF NEW MEXICO)
)
COUNTY OF TORRANCE)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Ryan Schwebach, , as Chairman of the Board of County Commissioners, Torrance County, New Mexico

(NOTARY SEAL)

Notary Public

My Commission Expires: _____

HIGH LONESOME MESA WIND, LLC,

By: _____

Name: _____

Title: Vice President

STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____, 20__, by _____, as Vice President of High Lonesome Mesa Wind, LLC, a Delaware limited liability company.

(NOTARY SEAL)

Notary Public

My Commission Expires: _____

EXHIBIT A

Repower Project Property and Project Site

1. EQUIPMENT

All wind energy generation equipment, transformers and associated electrical generating equipment used to generate electricity from wind energy related to the High Lonesome Mesa Wind Project that is located in Torrance County, and all other equipment and personal property which is now or hereafter acquired with Bond Proceeds and located at the Project Site and used in connection with the Repower Project.

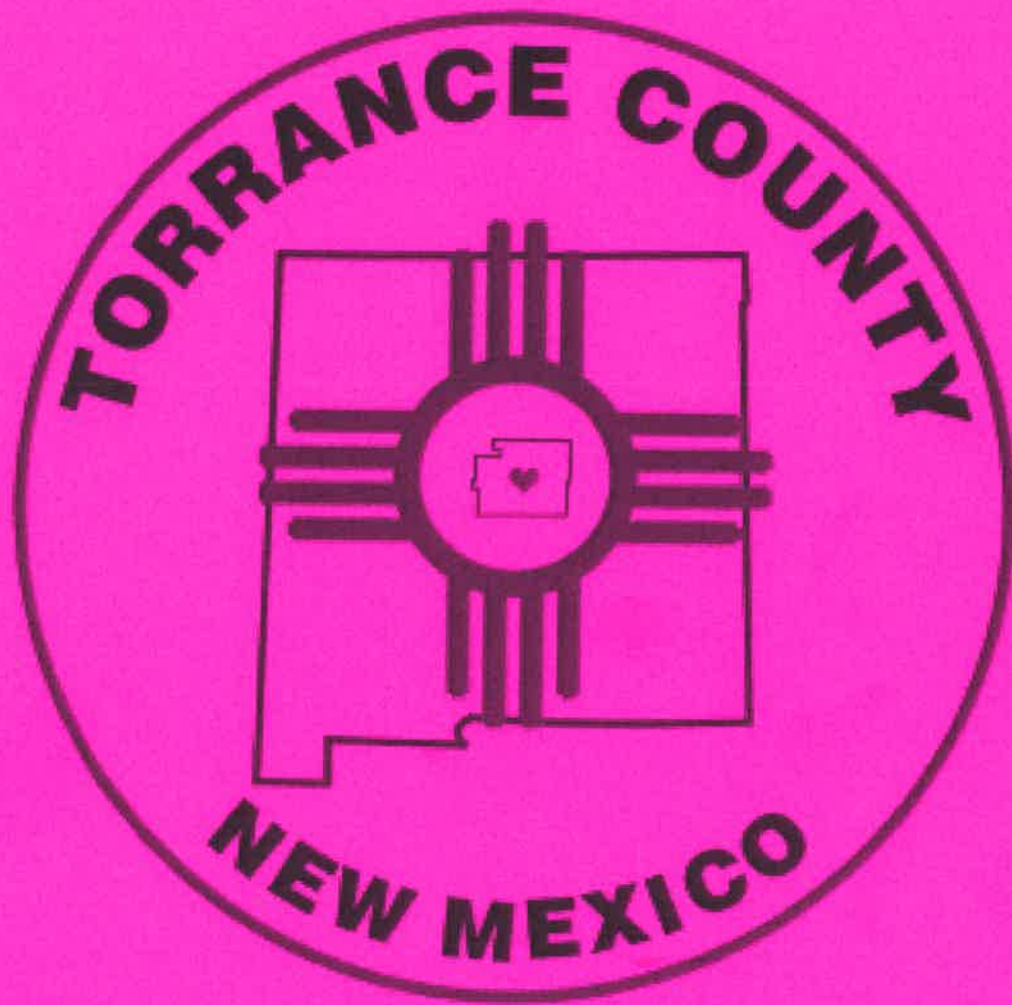
2. PROJECT SITE:

[see attached legal description]

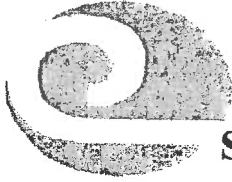
SCHEDULE 5.3(a)

PAYMENT SCHEDULE
 TORRANCE COUNTY, NEW MEXICO
 TAXABLE INDUSTRIAL REVENUE BONDS
 (HIGH LONESOME MESA WIND, LLC REPOWER PROJECT)
 SERIES 2019
 \$75,000,000

Year	Total Debt Service	Principal	Interest
2020	\$3,750,000	\$-0-	\$3,750,000
2021	3,750,000	-0-	3,750,000
2022	3,750,000	-0-	3,750,000
2023	3,750,000	-0-	3,750,000
2024	3,750,000	-0-	3,750,000
2025	3,750,000	-0-	3,750,000
2026	3,750,000	-0-	3,750,000
2027	3,750,000	-0-	3,750,000
2028	3,750,000	-0-	3,750,000
2029	3,750,000	-0-	3,750,000
2030	3,750,000	-0-	3,750,000
2031	3,750,000	-0-	3,750,000
2032	3,750,000	-0-	3,750,000
2033	3,750,000	-0-	3,750,000
2034	3,750,000	-0-	3,750,000
2035	3,750,000	-0-	3,750,000
2036	3,750,000	-0-	3,750,000
2037	3,750,000	-0-	3,750,000
2038	3,750,000	-0-	3,750,000
2039	3,750,000	-0-	3,750,000
2040	3,750,000	-0-	3,750,000
2041	3,750,000	-0-	3,750,000
2042	3,750,000	-0-	3,750,000
2043	3,750,000	-0-	3,750,000
2044	3,750,000	-0-	3,750,000
2045	3,750,000	-0-	3,750,000
2046	3,750,000	-0-	3,750,000
2047	3,750,000	-0-	3,750,000
2048	3,750,000	-0-	3,750,000
2049	\$78,750,000	\$75,000,000	3,750,000



*Agenda Item
No. 10-B*



EAST TORRANCE

Soil & Water Conservation District

P.O. Box 58 . Estancia, NM 87016

715 S. 5th Street, Estancia

505-384-2272 ext.5

Board of Supervisors

Ryan Scheveboch
Chairman

Bill Wyrz
Vice-Chair

Jim Berlier
Secretary / Treasurer

Jaron Bramley
Member

Clayton Gardner
Member

Patrick Pateho
Associate Member

March 20, 2019

*Torrance County Commission
Wayne Johnson, County Manager
PO Box 48
Estancia, NM 87016*

Ref: *Proposed Industrial Revenue Bonds / NM Renewable Energy Development Data Center II, LLC*

District Staff

Cheri Lujan
District Manager

Torrance County Commissioners:

East Torrance Soil and Water Conservation District (East Torrance SWCD) board of supervisors located in Estancia, County of Torrance in New Mexico submits the following letter in response to the letter that provided us with notice of the intent of the Board of County Commissioners of Torrance County, New Mexico to consider the adoption of a bond ordinance would like to submit our comments and concerns.

District Partners

United State,
Department of
Agriculture

Natural Resource
Conservation Services

New Mexico
Department of
Agriculture

Central New Mexico
Weed Association

United States Forest
Service

New Mexico State
Forestry

Bureau of Land
Management

State Land Office

Torrance County
Cooperative Extension
Service

Office of the State
Engineer

Torrance County

Estancia Basin Water
Planning Committee

Estancia Farm Service
Agency

Neighboring Soil &
Water Conservation
District:
Clayton Pisto
Clayton
Edgewood

The Conservation District is a legal subdivision of the state, like the county government or school district and has been in existence for 75 years. Supervisors are elected and serve voluntary and without pay. The soil and water conservation district are responsible under state law for conservation and sustainability of natural resources such as soil, water, air plants, animals and people. Funding for the District operations is obtained from three sources: State of New Mexico Budget appropriation (roughly \$12,000.00 year), Torrance County Mill levy Taxation (last year appropriations were (\$127,422.66) and federal grants in which we do not take any administrative pay from if awarded.

As stated in a prior letter to the Commission - The East Torrance SWCD uses these funds for cost share projects that benefit everyone who lives within or own lands within the District Boundaries with the following cost share projects: Water Harvesting, residential or commercial drip irrigation, low flow water devices programs. Rangeland cost share assistance: for livestock pipelines, water storage facilities, cross fencing and erosion control project. Cropland cost share assistance: for irrigation pipelines, valves, flow meters, laser leveling, low energy sprinkler nozzles, and back flow prevention vales. Brush Management and Weed Management assistance: with over 93 acres being thinned each year. And Group projects such as just this past year East Torrance SWCD partnered with Torreon Fire Department with a \$60,000.00 sponsorship to help purchase a new brush truck in helping fighting fires within the Manzano Mountains and emergency service throughout the fire departments district. Other group projects include help funding of the Torreon Acequia project, Town of Estancia and Torreon fire department water harvesting systems which were paid in full by the District. East Torrance SWCD has also put in a solar heating unit at the Estancia public pool and sponsored with \$5000.00 last year in helping to get the pool back up and running to open again last year. These projects benefit the whole community of Torrance County. These examples are just a few of the projects and activities that the District is involved with and do for the community and landowners.

Comments and / or concerns
Regarding the Ordinance and issuance of Bonds

All the projects and so much more is paid out of our financial assistance from the collections of our mill levy.

Prior to adopting an ordinance issuing industrial revenue bonds as a local public body, whose property tax base is affected by and issuance, and if granted; East Torrance SWCD will be impacted of the bonds; and asking the commission to allow East Torrance Soil and Water Conservation District to be a part of the negotiation of payments in lieu of taxes discussion as the school districts are doing.

We would like to remind the Commission, and all involved with the IRB in lieu of taxes to please consider bringing the Soil and Water Conservation District to the table to discuss payments in lieu of taxes as the school districts are allowed to just for the per fact that Soil and Water Conservation Districts are the ONLY entity that can by law put money on private, State and Federal lands for conservation projects and for beneficial use. Even if the District were able to receive \$20,000 a year that would be 1 to 5 projects that could be put back onto the land.

We appreciate you allowing us to submit our comments and look working with you all. If we can further assist or answer any other questions please do not hesitate in calling our District Manager, Cheri Lujan at 505-384-2272 ext 103.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Wrye", with a long, sweeping horizontal line extending to the right.

*Bill Wrye
Vice Chairman, East Torrance SWCD*

cl/file

YEAR	COUNTY	CITY	MESD	TOT PILOT
1	\$ 68,800.00	\$ 17,200.00	\$ 14,000.00	\$ 100,000.00
2	\$ 68,800.00	\$ 17,200.00	\$ 14,000.00	\$ 100,000.00
3	\$ 68,800.00	\$ 17,200.00	\$ 14,000.00	\$ 100,000.00
4	\$ 68,800.00	\$ 17,200.00	\$ 14,000.00	\$ 100,000.00
5	\$ 68,800.00	\$ 17,200.00	\$ 14,000.00	\$ 100,000.00
6	\$ 68,800.00	\$ 17,200.00	\$ 14,000.00	\$ 100,000.00
7	\$ 68,800.00	\$ 17,200.00	\$ 14,000.00	\$ 100,000.00
8	\$ 68,800.00	\$ 17,200.00	\$ 14,000.00	\$ 100,000.00
9	\$ 68,800.00	\$ 17,200.00	\$ 14,000.00	\$ 100,000.00
10	\$ 68,800.00	\$ 17,200.00	\$ 14,000.00	\$ 100,000.00
11	\$ 68,800.00	\$ 17,200.00	\$ 14,000.00	\$ 100,000.00
12	\$ 68,800.00	\$ 17,200.00	\$ 14,000.00	\$ 100,000.00
13	\$ 68,800.00	\$ 17,200.00	\$ 14,000.00	\$ 100,000.00
14	\$ 68,800.00	\$ 17,200.00	\$ 14,000.00	\$ 100,000.00
15	\$ 68,800.00	\$ 17,200.00	\$ 14,000.00	\$ 100,000.00
16	\$ 68,800.00	\$ 17,200.00	\$ 14,000.00	\$ 100,000.00
17	\$ 68,800.00	\$ 17,200.00	\$ 14,000.00	\$ 100,000.00
18	\$ 68,800.00	\$ 17,200.00	\$ 14,000.00	\$ 100,000.00
19	\$ 68,800.00	\$ 17,200.00	\$ 14,000.00	\$ 100,000.00
20	\$ 68,800.00	\$ 17,200.00	\$ 14,000.00	\$ 100,000.00
21	\$ 68,800.00	\$ 17,200.00	\$ 14,000.00	\$ 100,000.00
22	\$ 68,800.00	\$ 17,200.00	\$ 14,000.00	\$ 100,000.00
23	\$ 68,800.00	\$ 17,200.00	\$ 14,000.00	\$ 100,000.00
24	\$ 68,800.00	\$ 17,200.00	\$ 14,000.00	\$ 100,000.00
25	\$ 68,800.00	\$ 17,200.00	\$ 14,000.00	\$ 100,000.00
	\$ 1,720,000.00	\$ 430,000.00	\$ 350,000.00	\$ 2,500,000.00

**PROPOSED PROPERTY TAX TRANSACTION IN TORRANCE COUNTY/ CITY OF MORIARTY
PROJECT-
WITHOUT INCENTIVES & PILOTS IF SITE TAXABLE - 25 Years**

Original Cost \$ 62,493,361.88	Assessment Rate 33.33%	Total Mills 0.02730	Rate for County 0.012771	Rate For St Debt 0.00136	Rate for MBOE 0.010705	Rate For Moriarty 0.001461	Rate for Edge. S&W 0.00100
DEV/OP YEAR	TOTAL TAXABLE VALUE	FULL REV 100.00%	REV. FOR COUNTY 46.79%	REV. FOR ST-DEBT 4.98%	REV. FOR MBOE 39.22%	REV. FOR CITY 5.3500%	REV. FOR E.S&W 5.66%
1	\$20,829,038	\$568,570.24	\$266,034.01	\$28,314.80	\$222,993.25	\$30,418.51	\$20,809.67
2	19,992,455	\$545,734.03	\$255,348.95	\$27,177.55	\$214,036.89	\$29,196.77	\$19,973.87
3	19,224,531	\$524,772.03	\$245,540.83	\$26,133.65	\$205,815.59	\$28,075.30	\$19,206.66
4	18,487,325	\$504,648.51	\$236,125.04	\$25,131.50	\$197,923.15	\$26,998.70	\$18,470.14
5	17,779,607	\$485,329.93	\$227,085.88	\$24,169.43	\$190,346.40	\$25,965.15	\$17,763.08
6	17,204,585	\$469,633.55	\$219,741.54	\$23,387.75	\$184,190.28	\$25,125.40	\$17,188.59
7	16,552,352	\$451,829.55	\$211,411.05	\$22,501.11	\$177,207.55	\$24,172.88	\$16,536.96
8	15,926,208	\$434,737.71	\$203,413.77	\$21,649.94	\$170,504.13	\$23,258.47	\$15,911.40
9	15,325,110	\$418,329.54	\$195,736.39	\$20,832.81	\$164,068.85	\$22,380.63	\$15,310.86
10	14,748,057	\$402,577.70	\$188,366.11	\$20,048.37	\$157,890.97	\$21,537.91	\$14,734.34
11	14,312,189	\$390,679.83	\$182,799.09	\$19,455.86	\$153,224.63	\$20,901.37	\$14,298.88
12	13,780,376	\$376,162.93	\$176,006.64	\$18,732.91	\$147,531.10	\$20,124.72	\$13,767.56
13	13,269,836	\$362,226.71	\$169,485.88	\$18,038.89	\$142,065.32	\$19,379.13	\$13,257.50
14	12,779,717	\$348,847.94	\$163,225.95	\$17,372.63	\$136,818.16	\$18,663.36	\$12,767.83
15	12,309,203	\$336,004.32	\$157,216.42	\$16,733.01	\$131,780.89	\$17,976.23	\$12,297.76
16	11,991,134	\$327,321.98	\$153,153.96	\$16,300.63	\$128,375.68	\$17,511.73	\$11,979.98
17	11,557,508	\$315,485.30	\$147,615.57	\$15,711.17	\$123,733.34	\$16,878.46	\$11,546.76
18	11,141,227	\$304,122.09	\$142,298.72	\$15,145.28	\$119,276.68	\$16,270.53	\$11,130.87
19	10,741,598	\$293,213.40	\$137,194.55	\$14,602.03	\$114,998.30	\$15,686.92	\$10,734.34
20	10,357,954	\$282,741.06	\$132,294.54	\$14,080.50	\$110,891.04	\$15,126.65	\$10,348.32
21	10,140,839	\$276,814.48	\$129,521.49	\$13,785.36	\$108,566.64	\$14,809.57	\$10,131.41
22	9,787,272	\$267,163.17	\$125,005.65	\$13,304.73	\$104,781.40	\$14,293.23	\$9,778.17
23	9,447,848	\$257,897.92	\$120,670.43	\$12,843.32	\$101,147.56	\$13,797.54	\$9,439.06
24	9,122,001	\$249,003.27	\$116,508.63	\$12,400.36	\$97,659.08	\$13,321.67	\$9,113.52
25	8,809,188	\$240,464.41	\$112,513.30	\$11,975.13	\$94,310.14	\$12,864.85	\$8,801.00
TOTALS	\$345,617,159	\$9,434,311.60	\$4,414,314.40	\$469,828.72	\$3,700,137.01	\$504,735.67	\$349,298.54
ANNUALIZED	\$13,824,686.38	\$377,372.46	\$176,572.58	\$18,793.15	\$148,005.48	\$20,189.43	\$13,971.94

**CURRENT PROPERTY TAX IN TORRANCE COUNTY/CITY OF MORIARTY
TOTAL "AS IS" ON COUNTY TAX ROLLS
WITHOUT INCENTIVES & PILOTS IF SITE TAXABLE - 25 Years**

Original Cost \$ 134,629.00	Assessment Rate 33.33%	Total Mills 0.03630	Rate for County 0.012771	Rate For St Debt 0.00136	Rate for MOE 0.010705	Rate for City of Moriarty 0.001461	Rate for Edgewood S&W 0.01000
DEV/OP YEAR	TOTAL TAXABLE VALUE	FULL RATE REVENUE	REVENUE FOR COUNTY	REVENUE FOR ST DEBT	REVENUE FOR Moriarty BOE	REVENUE FOR City	REVENUE FOR Edgewood S&W
1	\$44,872	\$1,169.44	\$573.06	\$61.03	\$480.35	\$32.12	\$22.89
2	\$44,872	\$1,169.44	\$573.06	\$61.03	\$480.35	\$32.12	\$22.89
3	\$44,872	\$1,169.44	\$573.06	\$61.03	\$480.35	\$32.12	\$22.89
4	\$44,872	\$1,169.44	\$573.06	\$61.03	\$480.35	\$32.12	\$22.89
5	\$44,872	\$1,169.44	\$573.06	\$61.03	\$480.35	\$32.12	\$22.89
6	\$50,768	\$1,323.12	\$648.36	\$69.04	\$543.48	\$36.34	\$25.90
7	\$50,768	\$1,323.12	\$648.36	\$69.04	\$543.48	\$36.34	\$25.90
8	\$50,768	\$1,323.12	\$648.36	\$69.04	\$543.48	\$36.34	\$25.90
9	\$50,768	\$1,323.12	\$648.36	\$69.04	\$543.48	\$36.34	\$25.90
10	\$50,768	\$1,323.12	\$648.36	\$69.04	\$543.48	\$36.34	\$25.90
11	\$57,440	\$1,496.99	\$733.56	\$78.12	\$614.89	\$41.11	\$29.30
12	\$57,440	\$1,496.99	\$733.56	\$78.12	\$614.89	\$41.11	\$29.30
13	\$57,440	\$1,496.99	\$733.56	\$78.12	\$614.89	\$41.11	\$29.30
14	\$57,440	\$1,496.99	\$733.56	\$78.12	\$614.89	\$41.11	\$29.30
15	\$57,440	\$1,496.99	\$733.56	\$78.12	\$614.89	\$41.11	\$29.30
16	\$64,988	\$1,693.70	\$829.96	\$88.38	\$695.69	\$46.51	\$33.15
17	\$64,988	\$1,693.70	\$829.96	\$88.38	\$695.69	\$46.51	\$33.15
18	\$64,988	\$1,693.70	\$829.96	\$88.38	\$695.69	\$46.51	\$33.15
19	\$64,988	\$1,693.70	\$829.96	\$88.38	\$695.69	\$46.51	\$33.15
20	\$64,988	\$1,693.70	\$829.96	\$88.38	\$695.69	\$46.51	\$33.15
21	\$73,528	\$1,916.27	\$939.02	\$100.00	\$787.11	\$52.63	\$37.51
22	\$73,528	\$1,916.27	\$939.02	\$100.00	\$787.11	\$52.63	\$37.51
23	\$73,528	\$1,916.27	\$939.02	\$100.00	\$787.11	\$52.63	\$37.51
24	\$73,528	\$1,916.27	\$939.02	\$100.00	\$787.11	\$52.63	\$37.51
25	\$73,528	\$1,916.27	\$939.02	\$100.00	\$787.11	\$52.63	\$37.51
TOTALS	\$1,457,977	\$37,997.57	\$18,619.82	\$1,982.85	\$15,607.64	\$1,043.53	\$743.72
ANNUALIZED	\$58,319.08	\$1,519.90	\$744.79	\$79.31	\$624.31	\$41.74	\$29.75

TORRANCE COUNTY, NEW MEXICO
BOARD OF COUNTY COMMISSIONERS
ORDINANCE NO. _____

AUTHORIZING THE ISSUANCE AND SALE OF TORRANCE COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (NM RENEWABLE DEVELOPMENT DATA CENTER II, LLC) SERIES 2019 IN THE MAXIMUM PRINCIPAL AMOUNT OF \$60,000,000 TO PROVIDE FUNDS TO FINANCE THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A SOLAR ENERGY GENERATING FACILITY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE, A LEASE AGREEMENT, A BOND PURCHASE AGREEMENT, BOND, AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS AND THE PROJECT; MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO THE BOND AND THE PROJECT; RATIFYING CERTAIN ACTIONS TAKEN PREVIOUSLY; AND REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE.

WHEREAS, Torrance County (the “County”) is a legally and regularly created, established, organized and existing political subdivision of the State of New Mexico (the “State”); and

WHEREAS, pursuant to New Mexico Statutes Annotated, Sections 4-59-1 through 4-59-16 NMSA 1978, as amended (the “Act”), the County is authorized to acquire industrial revenue projects to be located within the County, to issue industrial revenue bonds and to use the proceeds of such bonds for the purpose of promoting the use of the natural resources of the State and promoting industry and developing trade or other economic activity to secure and maintain a balanced and stable economy in the county to promote public health, welfare, safety, convenience and prosperity; and

WHEREAS, NM Renewable Development Data Center II, LLC, (the “Company”), is a limited liability company organized under the laws of the State of Delaware and qualified to do business in the State of New Mexico; and

WHEREAS, the Company has presented to the Commission a proposal whereby the County would (a) issue its Taxable Industrial Revenue Bonds (NM Renewable Development Data Center II, LLC), Series 2019 (the “Bonds”), and (b) acquire solar energy generating equipment and facilities (the “Project Property”), located within a part of the County which is outside the corporate limits of any municipality in the County, to be used by the Company for the generation, transportation and delivery of electricity; and

WHEREAS, the Company has requested that the County issue industrial revenue bonds for the purpose of providing funds to finance the acquisition, construction, installation, and equipping, of a solar energy power generating facility (the “Project”). The County has been advised by the Company that, neither location approval nor a certificate of convenience and necessity are

required prior to commencing construction or operation of the facility pursuant to the laws of the State; and

WHEREAS, under the Company's proposal, the County would enter into an Indenture (the "Indenture") with NMRD Data Center II --Britton, LLC, a limited liability company organized under the laws of the State of Delaware (the "Purchaser"), the Company and a Depositary acceptable to the County and the Purchaser pursuant to which, together with this ordinance (the "Bond Ordinance"), the County would issue the Bonds; and

WHEREAS, under the Company's proposal, the County and the Company would enter into a Lease (the "Lease"), pursuant to which the Company will lease the Project Property from the County and the Company will make payments sufficient to pay the principal of and interest on the Bonds and to pay all other obligations incurred pursuant to the provisions of the Lease and the Bond Ordinance; and

WHEREAS, the County is authorized to enter into, deliver and perform all of its obligations under the Bond Documents and to issue, execute and deliver the Bonds pursuant to the Act and the Bond Ordinance; and

WHEREAS, the Bonds in a principal amount not to exceed \$60,000,000 will be issued, sold and delivered by the County, in a private sale to the Purchaser, pursuant to a bond purchase agreement to be dated as of the initial date of delivery of the Bonds, among the County, the Purchaser and the Company (the "Bond Purchase Agreement"); and

WHEREAS, the proceeds of the Bonds shall be applied to pay the costs of the Project and to pay certain costs associated with the transaction; and

WHEREAS, the Commission has determined that it is in the best interest of the County to issue the Bonds and to execute and deliver the Bond Documents, defined below, and other documents related thereto; and

WHEREAS, the County will enter into the following documents in connection with the issuance of the Bond:

1. Lease
2. Indenture
3. Bond Purchase Agreement
4. Bonds

The Lease, Indenture, Bond Purchase Agreement and Bonds are collectively referred to in the Bond Ordinance as the "Bond Documents"; and

WHEREAS, the County is authorized to issue the Bonds under the Act and after having considered the Company's proposal, has concluded that it is desirable at this time to authorize the issuance of the Bonds to finance the Project and that the County's issuance of the Bonds will constitute and be a valid public purpose; and

WHEREAS, this Commission has been advised by Bond Counsel that the disclosure provisions of Rule 15c2-12 of the Securities and Exchange Commission are not applicable to this transaction inasmuch as the Bonds are being sold in a private sale without participation of an underwriter; and

WHEREAS, there has been published in the *The Independent*, a newspaper of general circulation in the County, public notice of the Commission's intention to adopt this Bond Ordinance, which notice contained certain information concerning the ownership, purpose, location and size of the Project and the amount of the Bonds to be issued to finance the Project, which notice was published at least fourteen (14) days prior to final action upon this Bond Ordinance; and

WHEREAS, the acquisition of the Project Property has been approved by the Moriarty-Edgewood School District.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS, THE GOVERNING BODY OF TORRANCE COUNTY, NEW MEXICO:

Section 1. RATIFICATION. All actions not inconsistent with the provisions of this Bond Ordinance previously taken by the Commission and the officials of the County directed toward approval of the issuance and sale of the Bonds be approved and the same hereby are ratified, approved and confirmed.

Section 2. FINDINGS.

A. General. The Commission hereby declares that it has considered all relevant information presented to it relating to the Bonds and the Project and hereby finds and determines that the issuance of the Bonds pursuant to the Bond Ordinance to provide funds for the Project is necessary and advisable and in the interest of and will promote the use of the natural resources of the State, industry and trade and a sound and proper balance in the State between agriculture, commerce and industry.

B. The Commission finds that:

- (1) The Bonds will be issued for the purpose of financing the Project.
- (2) The aggregate face amount of obligations to be issued with respect to financing the Project is not to exceed \$60,000,000.
- (3) The developer of the Project Property is the Company.
- (4) The Project Property is located in the County outside the corporate limits of any municipality located in the County.

Section 3. BONDS - APPROVAL, AUTHORIZATION AND DETAIL.

A. **Approval and Sale.** The issuance of the Bonds in a principal amount not to exceed \$60,000,000 and the use of the proceeds of the Bonds to finance the cost of the Project including payment of transaction expenses related thereto are hereby approved and confirmed. The sale of the Bonds at par at a purchase price not to exceed \$60,000,000 is approved.

B. **Form and Terms.** Subject to the limitations set forth in this Bond Ordinance, the Bonds shall (i) be in the form and denomination and shall be numbered and dated as set forth in the Indenture, (ii) be payable as to principal and interest and subject to optional and mandatory redemption and defeasance in the amounts, upon the conditions and at the times and prices set forth in the Indenture; and (iii) be issued in a principal amount not to exceed \$60,000,000, bearing interest at the rate and maturing on the date set forth in the Indenture.

C. **Execution.** The Bonds shall be signed by the presiding officer of the Board of County Commissioners of the County.

D. **Interest Rate.** The interest rate on the Bonds shall be four percent (4%).

Section 4. **AUTHORIZATION OF OFFICERS; APPROVAL OF DOCUMENTS; ACTIONS TO BE TAKEN.** The Bond Documents in the form presented to the Commission are hereby approved. The presiding officer of the Board of County Commissioners of the County is authorized to approve the form, terms and provisions of the Bond Documents on behalf of the Commission, provided that such form, terms and provisions are consistent with this Bond Ordinance and to execute and deliver in the name and on behalf of the County, and the County Clerk or Deputy County Clerk is hereby authorized to attest, as necessary, the Bond Documents.

The Presiding Officer of the Commission, the County Manager and other officers of the County shall take such action as is necessary to effectuate the provisions of the Indenture and shall take such action as is necessary in conformity with the Act to finance the costs of the Project and for carrying out other transactions as contemplated by this Ordinance, and the Bond Documents, including, without limitation, the execution and delivery of any closing documents to be delivered in connection with the sale and delivery of the Bonds.

The Presiding Officer of the Board of County Commissioners and the County Clerk are further authorized to execute, authenticate and deliver such certifications, instruments, documents, letters and other agreements, including leases, subleases, security agreements and subordination agreements and instruments as requested from time to time by the Company or any lender or lenders providing financing for the Project, and to do such other acts and things, either prior to or after the date of delivery of the Bonds, as are necessary or appropriate to consummate the transactions contemplated by the Bond Documents and as are not inconsistent with the terms of this Ordinance.

Section 5. **DELIVERY OF BONDS.** Upon the execution of the Bond Documents, the satisfaction of the conditions set forth in the Bond Documents and upon receipt of the purchase price for the Bonds, the Bonds shall be executed, authenticated and delivered to the Purchaser.

The Bonds shall not be valid for any purpose until the Bonds have been properly authenticated as set forth in the Indenture.

Section 6. FUNDS AND ACCOUNTS. There is established in the Indenture, and on and after the date on which the Bonds are issued there shall be maintained, the funds and accounts as set forth in the Indenture. Other funds and accounts may be established as are necessary under the Indenture.

Section 7. FINDINGS REGARDING PAYMENT OF PRINCIPAL AND OTHER MATTERS. The following determinations are made:

A. The maximum amount necessary in each year to pay the principal of and interest on the Bonds, assuming issuance of the Bonds as of May 30, 2019, in the maximum aggregate principal amount of \$60,000,000 and bearing an interest rate of 4%, is as follows:

<u>Year</u>	<u>Total Debt Service</u>	<u>Principal</u>	<u>Interest</u>
2020	2,400,000	\$-0-	2,400,000
2021	2,400,000	\$-0-	2,400,000
2022	2,400,000	\$-0-	2,400,000
2023	2,400,000	\$-0-	2,400,000
2024	2,400,000	\$-0-	2,400,000
2025	2,400,000	\$-0-	2,400,000
2026	2,400,000	\$-0-	2,400,000
2027	2,400,000	\$-0-	2,400,000
2028	2,400,000	\$-0-	2,400,000
2029	2,400,000	\$-0-	2,400,000
2030	2,400,000	\$-0-	2,400,000
2031	2,400,000	\$-0-	2,400,000
2032	2,400,000	\$-0-	2,400,000
2033	2,400,000	\$-0-	2,400,000
2034	2,400,000	\$-0-	2,400,000
2035	2,400,000	\$-0-	2,400,000
2036	2,400,000	\$-0-	2,400,000
2037	2,400,000	\$-0-	2,400,000
2038	2,400,000	\$-0-	2,400,000
2039	2,400,000	\$-0-	2,400,000
2040	2,400,000	\$-0-	2,400,000
2041	2,400,000	\$-0-	2,400,000
2042	2,400,000	\$-0-	2,400,000
2043	2,400,000	\$-0-	2,400,000
2044	62,400,000	\$60,000,000	2,400,000

- B. The Bonds will bear interest at the rate of four percent (4%).
- C. The Bonds may be redeemed at any time without premium.
- D. It shall not be necessary to deposit any amount in a debt service reserve fund or a repair and replacement reserve fund for the maintenance of the Project Property.
- E. The Lease requires that the Company maintain the Project Property in safe repair and in such operating condition as is needed for its operations and carry proper insurance with respect to the Project Property as provided in the Lease.
- F. The Lease requires the Company to make lease payments in an amount sufficient to pay the principal of and interest on the Bonds as principal and interest become due and to pay all Related Costs.
- G. The Bonds shall be issued on or before December 31, 2019.

Section 8. LIMITED OBLIGATIONS. The Bonds shall be a special limited obligation of the County, payable solely from the Basic Rent (as defined in the Lease) paid by the Company to the County as described in the Indenture and any other property or interest of the County specifically pledged under the Indenture and shall never constitute a debt or indebtedness of the County or the State or any political subdivision thereof within the meaning of any provision or limitation of the State Constitution or statutes, and shall not constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power. Nothing contained in the Bond Ordinance or in the Bond Documents or any other instrument shall be construed as obligating the County (except with respect to the Project Property and the application of the revenues therefrom and the proceeds of the Bonds, all as provided in the Bond Documents), nor as incurring a pecuniary liability or a charge upon the general credit of the County or against its taxing powers, nor shall the breach of any agreement contained in the Bond Ordinance, the Bond Documents, the Bonds or any other instrument be construed as obligating the County (except with respect to the Project Property and the application of the revenues therefrom and the proceeds of the Bonds, all as provided in the Bond Documents), nor as incurring a pecuniary liability or a charge upon the general credit of the County or against its taxing power, the County having no power to pay out of its general funds, or otherwise contribute any part of the costs of constructing or equipping the Project Property, nor power to operate the Project Property as a business or in any manner except as lessor of the Project Property.

Section 9. APPROVAL OF INDEMNIFICATION. The Commission specifically requires that the Lease contain provisions relating to indemnification which provide that the Company shall indemnify and hold harmless the County and its Board of County Commissioners, officials, employees and agents against liability to the Company, or to any third parties, that may be asserted against the County or its Board of County Commissioners, officials, members, officers, employees or agents with respect to the County's ownership of the Project Property or the issuance of the Bonds and arising from the condition of the Project Property or the acquisition, construction and operation of the Project Property by the Company, except to the extent New Mexico Statutes Annotated Section 56-7-1, 1978 Compilation, would preclude such indemnity, and except claims

for any loss or damage arising out of or resulting from the gross negligence or willful misconduct of the County or its Board of County Commissioners, or any official, employee or agent of the County.

Section 10. **BOND ORDINANCE IRREPEALABLE.** After the Bonds are issued, the Bond Ordinance shall be and remain irrevocable until the Bonds, including interest, are fully paid, canceled and discharged or there has been defeasance of the Bonds in accordance with the Indenture.

Section 11. **REPEALER.** All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent with this Bond Ordinance are repealed by this Bond Ordinance but only to the extent of that inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, previously repealed.

Section 12. **SEVERABILITY.** If any section, paragraph, clause or provision of the Bond Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of that section, paragraph, clause or provision shall not affect any of the remaining provisions of the Bond Ordinance.

Section 13. **RECORDING; AUTHENTICATION; PUBLICATION; EFFECTIVE DATE.** This Ordinance, immediately upon its final passage and approval, shall be authenticated by the signature of the presiding officer of the Board of Commissioners, and by the signature of the County Clerk or any Deputy County Clerk, and shall be recorded in the Ordinance book of the County, kept for that purpose, and shall be in full force and effect thereafter in accordance with the laws of the State, and notice of adoption thereof shall be published once in a newspaper which maintains an office in, and is of general circulation in the County.

Done this ____ day of _____, 2019.

ATTEST:

TORRANCE COUNTY, NEW MEXICO
BOARD OF COUNTY COMMISSIONERS

County Clerk

By _____
Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

NMRD DATA CENTER II – BRITTON, LLC,

TORRANCE COUNTY, NEW MEXICO

and

NM RENEWABLE DEVELOPMENT DATA CENTER II, LLC PROJECT

BOND PURCHASE AGREEMENT

Dated _____, 2019

\$60,000,000

Torrance County, New Mexico

Taxable Industrial Revenue Bonds

(NM Renewable Development Data Center II, LLC Project)

Series 2019

BOND PURCHASE AGREEMENT

NMRD DATA CENTER II – BRITTON, LLC (the “Purchaser”), TORRANCE COUNTY, NEW MEXICO (the “Issuer”), and NM RENEWABLE DEVELOPMENT DATA CENTER II, LLC(the “Company”), agree:

Section 1. Recitals. The Issuer, the Purchaser, the Company and BOKF, NA, as depository (the “Depository”) have entered into an Indenture dated as of _____, 2019 (the “Indenture”). Pursuant to the Indenture, the Issuer will issue its Taxable Industrial Revenue Bonds (NM Renewable Development Data Center II, LLC Project), Series 2019, in the maximum principal amount of \$60,000,000 (the “Bonds”). Capitalized terms used in this Bond Purchase Agreement (this “Agreement”) but not defined herein shall have the meanings assigned to such terms in the Indenture.

Section 2. Purchase and Delivery. On the basis of the representations and covenants contained in this Agreement and subject to the terms and conditions contained in this Agreement, the Purchaser will purchase the Bonds from the Issuer and the Issuer will sell the Bonds to the Purchaser. As consideration for the sale of the Bonds, the Purchaser will make advances on the Bonds at the times and under the conditions specified in Section 702 of the Indenture. The Issuer will deliver the Bonds to the Purchaser as provided in Section 403 of the Indenture, or at such other time as is mutually agreeable to the Purchaser and the Issuer (the “Closing Date”).

Section 3. Issuer Representations. The Issuer represents that, as of the date of this Agreement:

(a) Each of the representations of the Issuer in the Lease Agreement, dated as of _____, 2019 (the “Lease” and, together with the Indenture and this Agreement, the “Bond Documents”), between the Issuer and the Company, and the Indenture is true and correct as if made on and as of the date of this Agreement.

(b) Pursuant to Ordinance No. _____ duly adopted by the Board of County Commissioners of Torrance County on _____ (the “Bond Ordinance”), the Issuer duly authorized and approved (i) the execution and delivery by the Issuer of the Bond Documents and the performance by the Issuer of its obligations under the Bond Documents, and (ii) the issuance, execution and delivery of the Bonds. The Bond Ordinance has not been amended, modified or repealed.

Section 4. Company Representations. The Company represents that as of the date hereof:

(a) Each of the representations of the Company in the Lease is true and correct as if made on and as of the date of this Agreement.

(b) This Agreement, the Indenture and the Lease constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors’ rights generally and general principles of equity.

(c) The Company is a Delaware limited liability company, duly organized, validly existing and in good standing under the law of the State of Delaware and is a duly registered foreign limited liability company authorized to do business in the State of New Mexico and has full legal capacity, right, power and authority to own the Company’s properties and conduct the Company’s business. The Company has full legal capacity, right, power and authority to execute and deliver this Agreement, the Indenture and

the Lease, to provide for the operation and management of the Project Property, and to take any and all such action as may be required on its part to carry out, give effect to and consummate the transactions contemplated by this Agreement, the Indenture and the Lease.

(d) Neither the execution and delivery of this Agreement, the Indenture and the Lease, nor the consummation of the transactions contemplated therein or the compliance with the provisions thereof, will conflict with, or constitute on the part of the Company a violation of, or a breach of or default under any material indenture, mortgage, commitment, note or other agreement or instrument to which the Company is a party or by which the Company is bound, or any material order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its activities or properties. All consents, approvals, authorizations and orders of governmental or regulatory authorities (except as required under state securities laws) which are required for the Company's execution and delivery of, consummation of the transactions contemplated by, and compliance with the provisions of this Agreement, the Indenture and the Lease have been obtained.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best of the knowledge of the Company, threatened, against or affecting the Company, or the actions taken or contemplated to be taken by the Company, nor, to the best of the knowledge of the Company, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the business or financial condition of the Company, or the transactions contemplated by, or the validity or enforceability of, this Agreement, the Indenture or the Lease.

(f) No event has occurred and no condition exists which, upon issuance of the Bonds, would constitute (or with the giving of notice or lapse of time, or both, would constitute) an Event of Default under the Lease.

(g) The Company is not in violation of any provisions of, or in default under any statute, indenture, mortgage, commitment, note or other agreement or instrument to which it is a party or by which it is bound, or any order, rule, regulation or decision of any court or governmental agency or body having jurisdiction over it or any of its activities or properties, which violation would materially and adversely affect its business or financial condition.

Section 5. Purchaser Representations. The Purchaser represents and acknowledges that, as of the date of this Agreement:

(a) The Purchaser is purchasing the Bonds for its own account for investment and with no present intention of distributing or reselling the Bonds or any interest in the Bonds but without prejudice, however, to its right at all times to sell or otherwise dispose of all but not part of the Bond in compliance with the Securities Act of 1933, as amended, the regulations promulgated thereunder, applicable state securities laws and regulations and the terms of the Bonds, upon receipt of appropriate investor representations, an opinion of counsel experienced in securities law matters and satisfactory to the Issuer and in accordance with the applicable terms of the Indenture.

(b) The Purchaser understands that the Bonds are a special limited, and not general, obligation of the Issuer, are payable solely from the Basic Rent received under the Lease and from the security therefor as described in the Indenture but from no other sources. The Purchaser understands that the Bonds are not secured by any obligation or pledge of any monies received or to be received from taxation or from the State or any political subdivision, taxing district, or municipality thereof (including, without limitation, the Issuer), and that the Bonds will never represent or constitute a general obligation, debt or bonded indebtedness of the Issuer, the State, any political subdivision or municipality thereof, and

that no right will exist to have taxes levied by the Issuer, the State, any political subdivision or municipality thereof, for the payment of principal of, premium, if any, and interest on the Bonds. The Purchaser understands that payment of the Bonds depends upon the general credit of the Company, and upon the security granted in the Indenture for the Company's obligations under the Lease.

(c) The Purchaser is an affiliate of the Company and has been afforded the opportunity to discuss the business, assets and financial position of the Company with the officers, employees and auditors of the Company; and has received such information concerning the Company and its business, assets and financial position, and the Project (as defined in the Lease) as it deems necessary in making its decision to purchase the Bonds.

(d) The Purchaser is duly and legally authorized to purchase the Bonds, has such knowledge and experience in financial and business matters (including the ownership of municipal conduit obligations) as are required for, and is capable of, evaluating the merits and risks of its purchase of the Bonds, is aware of the intended use of proceeds of the Bonds, and understands that interest on the Bonds is not excludable from gross income for federal income tax purposes.

(e) The Purchaser understands that neither the Issuer nor any of its officials, counsel, consultants or agents has undertaken to furnish any information with respect to the Company or to ascertain the accuracy of any information furnished to the Purchaser with respect to the Company, and the Purchaser has not requested or received any representations from the Issuer with respect to any such information, its accuracy or completeness. The Purchaser waives any requirement of due diligence in investigation or inquiry on the part of the Issuer, its officials, counsel, agents and consultants and all claims, actions or causes of action which the Purchaser may have from and after the date hereof against the Issuer, its officials, counsel, agents and consultants growing out of any such action which any of the foregoing took, or could have taken, in connection with the authorization, execution, delivery, and sale of the Bonds to the Purchaser or in connection with any statement or representation by the Company which induced the Purchaser to purchase the Bonds.

(f) The Purchaser has received and reviewed copies of the Bond Documents and the Bond Ordinance.

(g) This Agreement constitutes the legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.

(h) The Purchaser has been informed by the Company and agrees that the Indenture has not been qualified under the Trust Indenture Act of 1939, and that the Bonds (i) are not being registered or otherwise qualified for sale under (a) the Securities Act of 1933, as amended, or (b) the "Blue Sky" laws and regulations of any state, (ii) will not be listed on any stock or other securities exchange, (iii) will not carry a rating from any rating service and (iv) will not be readily marketable. The Purchaser has been informed by the Company and agrees that a legend will be placed on the Bonds certificate or any other documents evidencing ownership of the Bonds to the effect that it has not been registered under the Securities Act of 1933, as amended, or the applicable state "Blue Sky" laws and that it may only be transferred in compliance with the Indenture and applicable securities laws.

(i) The execution, delivery and performance of this Agreement by the Purchaser will not constitute a default under any other agreement by which the Purchaser is bound.

(j) The Purchaser acknowledges that its purchase of the Bonds constitutes a transaction in a bond secured by the Indenture which is, among other things, a personal property security agreement, pursuant to which the Bonds are offered and sold as a unit.

Section 6. Indemnification.

(a) The Company and the Purchaser will, jointly and severally, indemnify, defend and hold harmless the Depository, as defined in the Indenture, each agent and employee of the Depository, the Issuer, each County Commission member, official, agent or employee of the Issuer and each person, if any, who has the power, directly or indirectly, to direct or cause the direction of the management and policies of the Issuer (each an “Indemnified Party” and, collectively, the “Indemnified Parties”) from and against any and all losses, claims, damages, liabilities, joint or several, or expenses related thereto arising out of or in connection with or caused by any offering, sale or resale of the Bonds in violation of any federal or state securities laws or by an untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact made to any person or caused by an omission or alleged omission of any material fact in connection with the Bonds or the sale, resale or delivery thereof.

(b) In case a claim is made or any action is brought against one or more of the Indemnified Parties based upon the matters described in the preceding paragraph and in respect of which indemnity is sought against the Company or the Purchaser pursuant to the preceding paragraph, the Indemnified Party or Parties seeking indemnity shall promptly notify the Company and the Purchaser, in writing, and the Company and the Purchaser shall promptly assume or cause the assumption of the defense thereof, including the employment of counsel chosen by the Company and the Purchaser and approved in writing by the Issuer (provided, that such approval by the Issuer shall not be unreasonably withheld), the payment of all expenses (including reasonable counsel fees and expenses) and the right to negotiate and consent to settlement. If the Company and the Purchaser fail to assume or cause the assumption of the defense of such action or to retain counsel reasonably satisfactory to the Issuer within a reasonable time after notice of the commencement of such action, the reasonable fees and expenses of counsel retained by the Indemnified Party shall be paid by the Company or the Purchaser. If any Indemnified Party is advised in a written opinion of counsel that the defenses of such Indemnified Party should be handled by separate counsel, the Company and the Purchaser shall not have the right to assume or cause the assumption of the defense of such Indemnified Party, but the Company and the Purchaser shall be responsible for the fees and expenses of such separate counsel (the “Separate Counsel”) retained by such Indemnified Party. Notwithstanding, and in addition to, any of the foregoing, any one or more of the Indemnified Parties shall have the right to employ separate counsel with respect to any such claim or in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be paid by such Indemnified Party or Indemnified Parties unless the employment of such counsel has been specifically authorized in writing by the Company and the Purchaser. Neither the Company nor the Purchaser shall be liable for any settlement of any such action effected without the written consent of the Company or the Purchaser, but if settled with the written consent of the Company and the Purchaser or if there is a final judgment for the plaintiff in any such action with or without consent, the Company and the Purchaser will indemnify and hold harmless the Indemnified Parties from and against any loss or liability by reason of such settlement or judgment.

(c) In order to provide for just and equitable contribution in circumstances in which the indemnity provided for in this Section 6 is for any reason held to be unavailable to the Indemnified Parties in accordance with its terms, the Purchaser and the Company shall contribute to the aggregate losses, liabilities, claims, damages and expenses of the nature contemplated by this Section 6 incurred by the Indemnified Parties in such proportions as determined by a court having jurisdiction of the matter.

(d) The covenants and agreements of the Purchaser and the Company under this Section 6 are joint and several.

Section 7. Conditions. The obligation of the Purchaser to purchase the Bonds and the obligation of the Issuer to sell the Bonds are subject to satisfaction of the following conditions precedent:

(a) The representations of the Issuer, the Purchaser and the Company in this Agreement will be true and correct on and as of the date the Bonds are issued ("Closing Date") as if made on and as of the Closing Date.

(b) As of the Closing Date, no Default (as defined in the Indenture) or Event of Default (as defined in the Lease) will have occurred and be continuing, and no event will have occurred and be continuing which, with the lapse of time or the giving of notice or both, would constitute a Default or Event of Default.

(c) On or before the Closing Date, all actions required to be taken as of the Closing Date in connection with the Bonds, the Bond Ordinance and the Bond Documents by the Issuer, the Purchaser and the Company will have been taken, and the Issuer, the Purchaser and the Company will each have performed and complied with all agreements, covenants and conditions required to be performed or complied with by the Bond Ordinance and the Bond Documents.

(d) The Indenture will have been duly executed and delivered by the Issuer, the Company, the Purchaser and the Depository. The Lease will have been duly executed by the Issuer and the Company. Each of the Bond Documents, the Bond Ordinance and all other official action of the Issuer relating to the Bonds, the Project (as defined in the Lease) and the Bond Documents will be in full force and effect on the Closing Date and will not have been amended, modified or supplemented on or before the Closing Date.

(e) The Issuer, the Company and the Purchaser will have received the following, each dated the Closing Date:

(i) the approving opinion of Sutin Thayer & Browne, A Professional Corporation, Bond Counsel, substantially in the form of Exhibit A;

(ii) the opinion of counsel to the Company, substantially in the form of Exhibit B;

(iii) the opinion of the Attorney for the Issuer, substantially in the form set forth in Exhibit C;

(iv) the opinion of counsel to the Purchaser, substantially in the form set forth in Exhibit D;

(v) a certificate of and with reference to the Issuer and signed by a duly authorized officer of the Issuer to the effect set forth in subsections (a) and (c) of this Section 7 with respect to the Issuer;

(vi) a certificate of and with reference to the Company signed by a duly authorized officer of the Company to the effect set forth in subsections (a), (b) and (c) of this Section 7;

(vii) a certificate of and with reference to the Purchaser signed by a duly authorized officer of the Purchaser to the effect set forth in (a) and (c) of this Section 7;

(viii) a certificate of the Depositary signed by a duly authorized officer of the Depositary to the effect that (a) he or she is an authorized officer of the Depositary; (b) the Indenture has been duly executed and delivered by the Depositary; (c) the Depositary has all necessary corporate powers required to execute, deliver and perform its obligations under the Indenture; and (d) to the best of his or her knowledge, the execution and delivery by the Depositary of the Indenture and the performance by the Depositary of its obligations under the Indenture will not conflict with or constitute a breach of or default under any law, administrative regulation, consent decree or any agreement or other instrument to which the Depositary is subject or by which the Depositary is bound;

(ix) such additional legal options, certificates, proceedings, instruments and other documents as any such party or Bond Counsel may reasonably request; and

(x) an investment intent letter from the Purchaser in the form of the Certificate of Qualified Investor attached to the Indenture.

If any conditions to the obligations of the Purchaser or the Issuer under this Agreement are not satisfied and if the satisfaction of such conditions is not waived by the Purchaser and the Issuer, then, at the option of the Purchaser or the Issuer, respectively in accordance with their interests (x) the Closing Date will be postponed for such period, not to exceed five business days, as may be necessary for such conditions to be satisfied or (y) the obligations of the Purchaser and the Issuer under this Agreement will terminate, and neither the Purchaser nor the Issuer will have any further obligations or liabilities under this Agreement.

Section 8. Survival. All agreements, covenants and representations and all other statements of the Issuer and the Company and their respective officers set forth in or made pursuant to this Agreement will survive the Closing Date and the delivery of and payment for the Bonds.

Section 9. Notices. Any notice, demand, direction, request, consent, approval, report or other instrument authorized or required by any of the Bond Documents to be executed, given or filed will be in writing and will be deemed to have been sufficiently given or filed for all purposes of the Bond Documents when delivered by hand delivery or on the third Business Day following the day on which the same has been mailed by registered or certified mail, postage prepaid, addressed as follows:

If to the Issuer: Torrance County, New Mexico
 205 Ninth Street
 Estancia, New Mexico 87016

If to the Purchaser: NMRD Data Center II- Britton, LLC
 c/o NM Renewable Development Data Center II, LLC

If to the Company: NM Renewable Development Data Center II, LLC

Any Party may, by notice to each of the other Parties, designate any further or different addresses to which subsequent notices, certificates or other communications are to be sent. Receipt by the Issuer and the Company of a Certificate of Qualified Investor in the form attached to the Indenture as Exhibit E, from a transferee of the Bonds will constitute notice by the transferee of such a different address for the Purchaser.

Section 10. Remedies. No right or remedy conferred on any party in this Agreement is intended to be exclusive of any other right or remedy. No delay or omission of any party to exercise any such right or remedy may be exercised from time to time and as often as the relevant party may deem expedient. No waiver by any party of any right or remedy with respect to any Default or Event of Default will extend to or affect any other existing or subsequent Default or Event of Default.

Section 11. Severability. In case any one or more of the provisions of this Agreement or of the Bonds are for any reason held to be illegal or invalid, such illegality or invalidity will not affect any other provision of any of this Agreement or of the Bonds, but this Agreement and the Bonds will be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement of the Issuer contained in this Agreement or the Bonds are for any reason held to be in violation of law, then such covenant, stipulation, obligation or agreement will be deemed to be the covenant, stipulation, obligation or agreement of the Issuer to the full extent permitted by law.

Section 12. Obligations of Issuer Not Obligations of Officials Individually. No obligation under any of the Bond Documents or the Bonds will be deemed to be an obligation of any present or future officer (including, without limitation, County Commissioners) or employee of the Issuer in his or her individual capacity, and no officer of the Issuer who executes the Bond will be personally liable on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 13. Limitation of Issuer's Liability. No agreements or provisions contained in this Agreement nor any agreement, covenant or undertaking by the Issuer contained in any document executed by the Issuer in connection with any property of the Company financed, directly or indirectly, out of the Bond proceeds or the issuance, sale and delivery of the Bonds will give rise to any pecuniary liability of the Issuer, its officials, employees, agents or members of its governing body or constitute a charge against the Issuer's general credit, or will obligate the Issuer financially in any way, except with respect to the Basic Rent available under the Lease and the Indenture provided by the Company and pledged to the payment of the Bonds, and their application as provided under the Indenture. No failure of the Issuer to comply with any terms, covenants or agreements in this Agreement or in any document executed by the Issuer in connection with the Bonds will subject the Issuer, its officials, employees, agents and members of its governing body to any pecuniary charge or liability except to the extent that the same can be paid or recovered from the funds available under the Lease or the Indenture provided by the Company and pledged to the payment of the Bonds. None of the provisions of the Bond Documents will require the Issuer to expend or risk its own funds or to otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers under the Bond Documents. Nothing in this Agreement will preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Issuer for any failure to comply with any term, condition, covenant or agreement in any of the Bond Documents; provided, that no costs, expenses or other monetary relief will be recoverable from the Issuer except as may be payable from the funds available under the Lease or the Indenture provided by the Company and pledged to the payment of the Bonds.

Section 14. Title, Headings. The title and headings of the articles and sections of this Purchase Agreement have been used for convenience only and do not modify or restrict any of the terms or provisions hereof.

Section 15. Execution in Counterparts. This Agreement may be executed in counterparts, all of which taken together will constitute one instrument.

Section 16. Applicable Law. The validity, construction and effect of this Agreement will be governed by the law of the State of New Mexico.

Section 17. Expenses. All costs and expenses relating to the preparation, issuance, delivery and sale of the Bonds and the preparation, execution and delivery of the Bond Ordinance, the Bond Documents and all other agreements, documents and instruments related to the transactions contemplated by the Bond Documents, including the fees and expenses of Issuer's outside review counsel, are to be paid by the Company.

Section 18. Performance of the Parties. The respective obligations of the parties hereunder are subject to the performance by each other party hereto of its own obligations hereunder.

[Remainder of this page intentionally left blank]

DATED: _____, 2019

NMRD DATA CENTER II -- BRITTON, LLC
as Purchaser

By _____
Name: _____
Title: _____

NM RENEWABLE DEVELOPMENT DATA
CENTER II, LLC,
as Company

By _____
Name: _____
Title: _____

(Signature Page for Bond Purchase Agreement)

Attest:
(SEAL)

BOARD OF COUNTY COMMISSIONERS,
TORRANCE COUNTY, NEW MEXICO

County Clerk

By _____
Its Chair

(Signature Page for Bond Purchase Agreement)

Exhibit A

[Opinion of Bond Counsel]

_____, 2019

Torrance County, New Mexico
Estancia, New Mexico

NMRD Data Center II --Britton, LLC

NM Renewable Development Data Center II, LLC

BOKF, NA
Albuquerque, New Mexico

\$60,000,000
Torrance County, New Mexico
Taxable Industrial Revenue Bonds
(NM Renewable Development Data Center II, LLC Project)
Series 2019

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance and sale by Torrance County, New Mexico (the "Issuer") of its Taxable Industrial Revenue Bonds (NM Renewable Development Data Center II, LLC Project) Series 2019 in the maximum principal amount of \$60,000,000 (the "Bonds").

The Bonds will bear interest on the outstanding principal amount at a per annum rate equal to four percent (4%). Interest on the Bonds is payable each _____ 1 beginning _____, 20____, with the outstanding principal amount of the Bonds plus all interest thereon due and payable in full at their final maturity.

The Bonds are subject to redemption prior to maturity as described in the Indenture dated as of _____, 2019 (the "Indenture") among the Issuer and NMRD Data Center II --Britton, LLC (the "Purchaser"), NM Renewable Development Data Center II, LLC (the "Company") and BOKF, NA (the "Depository").

The principal of, interest on and redemption price of the Bonds are not general obligations of the Issuer but special obligations payable solely from the revenues pledged under the Indenture. Neither the faith and credit nor the taxing power of the State of New Mexico or of any of its political subdivisions or municipalities, including the Issuer, is pledged to the payment of the principal of, interest on or redemption price of the Bonds. The principal of, interest on and redemption price of the Bonds will never constitute a debt or indebtedness of the Issuer within the meaning of any provision or limitation of the constitution or laws of the State of New Mexico. The Bonds will never constitute nor give rise to a pecuniary liability of the State of New Mexico, any of its political subdivisions or of the Issuer or a charge against their general credit or taxing powers.

In connection with the issuance of the Bonds, we have examined (a) a certified copy of an ordinance passed by the Torrance County Commission on _____, 2019 authorizing the issuance of the Bonds, pursuant to and under the provisions of Sections 4-59-1 through 4-59-16, New Mexico Statutes Annotated, 1978 Compilation, as amended (the "Act"); (b) the executed Bonds; (c) executed counterparts of the Indenture, the Lease Agreement dated as of _____, 2019 (the "Agreement") between the Issuer and the Company and the Bond Purchase Agreement dated _____, 2019 (the "Bond Purchase Agreement" and, together with the Indenture and the Agreement, the "Bond Documents") among the Purchaser, the Issuer and the Company; and (d) such other opinions, documents, certificates and letters as we deemed relevant in rendering this opinion.

Based on such examination, in our opinion:

1. The Issuer is a political subdivision of the State of New Mexico and has the power and authority, under the constitution and laws of the State of New Mexico, including the Act, to execute and deliver the Bond Documents, and to authorize, execute, issue and deliver the Bonds.

2. The terms and provisions of the Bonds and the Bond Documents comply in all respects with the requirements of the Act.

3. The Bonds have been validly authorized, executed and issued in accordance with the law of New Mexico and represent the valid and binding special obligation of the Issuer.

4. The Bond Documents have been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties to the Bond Documents, constitute legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.

5. Neither the offer nor sale of the Bonds to the Purchaser pursuant to the Bond Documents is required to be registered under any federal or New Mexico securities law. The Indenture is not required to be qualified under the Trust Indenture Act of 1939, as amended.

6. The issuance and sale of the Bonds to the Purchaser is not subject to Rule 15c2-12 of the Securities and Exchange Commission.

Our opinion in paragraph 4 above, insofar as it relates to the enforceability of the Indenture, is subject to the following qualifications:

(i) New Mexico law may require that notice of acceleration be given to the Company before foreclosure of the Indenture. Comer v. Hargrave, 93 N.M. 170, 598 P.2d 213 (1979).

(ii) We express no opinion as to title to or the priority of any lien on or security interest in any real or personal property.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of a result.

Very truly yours,

Exhibit B

[Opinion of Counsel to the Company]

_____, 2019

Torrance County, New Mexico
Estancia, New Mexico

NMRD Data Center II --Britton, LLC

NM Renewable Development Data Center II, LLC

BOKF, NA
Albuquerque, New Mexico

Ladies and Gentlemen:

We have represented NM Renewable Development Data Center II, LLC (the "Company") in connection with (i) the Lease Agreement dated as of _____, 2019 (the "Agreement") between Torrance County, New Mexico (the "Issuer") and the Company, (ii) the Bond Purchase Agreement (the "Bond Purchase Agreement") dated _____, 2019 among NMRD Data Center II --Britton, LLC (the Purchaser), the Issuer and the Company, pursuant to which the Purchaser has agreed to purchase the Issuer's Taxable Industrial Revenue Bonds (NM Renewable Development Data Center II, LLC Project) Series 2019 in the maximum principal amount of \$60,000,000 to be issued under the Indenture dated as of _____, 2019 (the "Indenture") among the Issuer, the Purchaser, the Company and the Depository, and (iii) the Indenture. We have reviewed executed copies of the Bond Documents (as defined below), and certificates of officers of the Company and public officials and we have made such other investigations of law and fact as we have deemed necessary. The Agreement, the Indenture and the Bond Purchase Agreement are referred to herein as the Bond Documents.

Based upon the foregoing, in our opinion:

1. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of Delaware, is duly registered as a foreign limited liability company under the laws of New Mexico and has duly authorized the execution, delivery and performance of the Agreement, the Indenture and the Bond Purchase Agreement.
2. The execution, delivery and performance by the Company of the Agreement, the Indenture and the Bond Purchase Agreement will not conflict with, contravene, violate or constitute a breach of or default under the articles of organization or operating agreement of the Company or any law, rule, regulation, ordinance, or, to our knowledge, based on a certificate of an officer of the Company, any order, consent, decree, agreement or instrument to which the Company is a party or by which it or its properties, including the Project Property as defined in the Lease, is bound.
3. The Agreement, the Indenture and the Bond Purchase Agreement constitute the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights generally and general principals of equity.

4. All necessary authorizations, approvals, consents and other orders of any governmental authority or agency for the execution and delivery by the Company of the Agreement, the Indenture and the Bond Purchase Agreement have been obtained and are in full force and effect.

5. There is no action, suit, proceeding, inquiry or investigation by or before any court, public board or body pending or, to our knowledge, threatened against the Company, which (i) seeks to or does restrain or enjoin the issuance or delivery of the Bond or the execution and delivery of any of the Bond Documents, (ii) in any manner questions the validity or enforceability of the Bonds or any of the Bond Documents, or (iii) questions the authority of the Company to lease or operate any of the Project Property, as defined in the Lease.

Very truly yours,

Exhibit C

[Opinion of Counsel to Issuer]

_____, 2019

Torrance County, New Mexico
Estancia, New Mexico

NMRD Data Center II --Britton, LLC

NM Renewable Development Data Center II, LLC

BOKF, NA
Albuquerque, New Mexico

Ladies and Gentlemen:

This opinion is being rendered to you in connection with the issuance by Torrance County, New Mexico (the "Issuer") of its Taxable Industrial Revenue Bond (NM Renewable Development Data Center II, LLC Project) Series 2019 in the maximum principal amount of \$60,000,000 (the "Bonds").

In our opinion:

1. The Issuer is a duly organized and validly existing political subdivision of the State of New Mexico under the Constitution and laws of the State of New Mexico.
2. Ordinance No. 2019-__ was duly adopted by the Torrance County Commission on _____, 2019 (the "Bond Ordinance") in accordance with all applicable laws and has not been repealed or rescinded.
3. To our knowledge and without opining as to the legality, validity or enforceability of the Bond, the Indenture, the Lease Agreement and the Bond Purchase Agreement (all as defined in the Bond Ordinance), the adoption of the Bond Ordinance by the County Commission of the Issuer will not violate any provision of the laws of the State of New Mexico.
4. To our knowledge, no litigation is now pending or threatened against the Issuer which seeks to or does restrain or enjoin the issuance or delivery of the Bonds, or in any manner questions the authority or proceedings for the issuance of the Bonds.

The foregoing opinions are limited to matters involving the law of the State of New Mexico and the Issuer, and we do not express any opinion as to the laws of any other jurisdiction.

Very truly yours,

Exhibit D

[Opinion of Counsel to the Purchaser]

_____, 2019

Torrance County, New Mexico
Estancia, New Mexico

NMRD Data Center II --Britton, LLC

NM Renewable Development Data Center II, LLC

BOKF, NA
Albuquerque, New Mexico

Ladies and Gentlemen:

We have acted as counsel to NMRD Data Center II --Britton, LLC (the "Purchaser") in connection with the Indenture dated as of _____, 2019 (the "Indenture") among BOKF, NA as depository (the "Depository"), Torrance County (the "Issuer"), NM Renewable Development Data Center II, LLC (the "Company") and the Purchaser, and the Bond Purchase Agreement (the "Bond Purchase Agreement") dated _____, 2019 among the Purchaser, the Issuer and the Company, pursuant to which the Purchaser has agreed to purchase the Issuer's Taxable Industrial Revenue Bonds (NM Renewable Development Data Center II, LLC Project) Series 2019 in the maximum principal amount of \$60,000,000 to be issued under the Indenture. The Indenture, the Bond Purchase Agreement, and the Lease Agreement dated as of _____, 2019 between the Company and the Issuer are referred to herein as the "Bond Documents." In connection with this transaction, we have examined executed copies of the Bond Documents, certificates of officers of the Purchaser and certificates of public officials and have made such other investigations of law and fact as we have deemed necessary.

Based upon the foregoing, in our opinion:

1. The Purchaser is a limited liability company duly organized and validly existing and in good standing under the laws of Delaware.
2. The execution, delivery and performance by the Purchaser of the Indenture and the Bond Purchase Agreement will not conflict with, contravene, violate or constitute a breach of or default under the articles of organization or the operating agreement of the Purchaser or any law, rule, regulation, ordinance, or, to our knowledge, based on a certificate of an officer of the Purchaser, any order, consent, decree, agreement or instrument to which the Purchaser is a party or by which it or its property is bound.
3. The Indenture and the Bond Purchase Agreement constitute the legal, valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights generally and general principals of equity.
4. All necessary authorizations, approvals, consents and other orders of any governmental authority or agency for the execution and delivery by the Purchaser of the Indenture and the Bond Purchase Agreement have been obtained and are in full force and effect.

5. There is no action, suit, proceeding, inquiry or investigation by or before any court, public board or body pending or, to our knowledge, threatened against the Purchaser, which (i) seeks to or does restrain or enjoin the issuance or delivery of the Bonds or the execution and delivery of any of the Bond Documents, or (ii) in any manner questions the validity or enforceability of the Bonds or any of the Bond Documents.

This opinion has been delivered at your request for the purposes in connection with the Bond Documents. Without our prior written consent, this opinion is not to be utilized or quoted for any other purpose and no one other than you is entitled to rely thereon.

Very truly yours,

TORRANCE COUNTY, NEW MEXICO,

NMRD DATA CENTER II --BRITTON, LLC
as Purchaser

NM RENEWABLE DEVELOPMENT DATA CENTER II, LLC

and

BOKF, NA,
as Depositary

INDENTURE

Dated as of _____, 2019

Securing

\$60,000,000
Torrance County, New Mexico
Taxable Industrial Revenue Bonds
(NM Renewable Development Data Center II, LLC Project)
Series 2019

TORRANCE COUNTY, NEW MEXICO, a political subdivision existing under the laws of the State of New Mexico (together with its successors and assigns, the "Issuer") and NMRD DATA CENTER II --BRITTON, LLC, a Delaware limited liability company, (together with its successors and assigns, and transferees of the Bonds (defined below), the "Purchaser"), NM RENEWABLE DEVELOPMENT DATA CENTER II, LLC, a Delaware limited liability company authorized to do business in New Mexico (the "Company") and BOKF, NA (together with its successors and assigns, the "Depository"), agree:

ARTICLE I - RECITALS

Section 101. The Act. Pursuant to Sections 4-59-1 through 4-59-16, New Mexico Statutes Annotated, 1978 Compilation, as amended (collectively, the "Act"), the Issuer is authorized to acquire, construct and equip certain industrial or commercial projects and to issue industrial revenue bonds to finance such projects and certain related costs. Such bonds are payable by the Issuer solely out of revenue of the leasing of such projects. Such bonds may be further secured by, among other things, a mortgage and lien upon the properties acquired, constructed and equipped as part of the project. Under the Act, a project may include land, buildings, machinery, equipment and other property deemed necessary in connection with such project.

Section 102. Government Proceeding. The Company has presented to the Torrance County Commission, a proposal relating to the issuance of taxable industrial revenue bonds and the development and equipping of a solar power generation facility. The Issuer, by County Commission Ordinance No. _____ adopted on _____, 2019 (the "Ordinance"), authorized, among other matters, (i) the issuance of its Torrance County, New Mexico, Taxable Industrial Revenue Bonds (NM Renewable Development Data Center II, LLC Project), Series 2019 (the "Bonds"), in the principal amount not to exceed \$60,000,000 and substantially in the form of Exhibit A and (ii) the execution and delivery of this Indenture.

Section 103. Indenture; Lien; Collateral Pledge. The Bonds are to be issued under this Indenture (together with any and all amendments and supplements, (this "Indenture"), which constitutes a collateral pledge of the Agreement (defined below).

Section 104. The Agreement. The Issuer has entered into a Lease Agreement (together with any and all amendments and supplements, the "Agreement"), dated as of the date of this Indenture, with the Company under which the Issuer has leased the Project Property to the Company, and the Company has agreed to make rental payments in amounts sufficient to pay the principal of, interest on and redemption price of the Bonds. For the purpose of providing security for the payment of the principal of, interest on and redemption price of the Bonds, the Issuer wishes to assign to the Purchaser certain of its interests in the Agreement but reserving its rights under the Agreement to certain payments, reimbursement for certain costs and expenses, and to give consents and to be indemnified.

ARTICLE II - DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 201. Meanings of Words and Terms. All capitalized words and terms defined in the Agreement have the same meanings when used in this Indenture if not also defined in this Indenture. Defined terms in all Bond Documents have consistent meanings unless otherwise expressed. In addition:

"Acquisition Fund" has the meaning assigned in Section 701.

"Act" has the meaning assigned in Section 101.

“Agreement” has the meaning assigned in Section 104.

“Authorized Company Representative” means any one of the persons at the time designated to act on behalf of the Company in a certificate furnished to the Issuer and the Depository containing the specimen signatures of such persons and signed on behalf of the Company by an officer of the Company.

“Bonds” have the meaning assigned in Section 102.

“Bond Documents” means this Indenture, the Agreement and the Bond Purchase Agreement.

“Bond Fund” has the meaning assigned in Section 602.

“Bond Purchase Agreement” means the Bond Purchase Agreement dated the date of the execution and delivery of this Indenture among the Purchaser, the Issuer and the Company.

“Business Day” means any day that is not a Saturday or Sunday or a day on which banking institutions in the State or in the City in which payment is to be made are authorized or required to close.

“Company” has the meaning assigned in the first paragraph of this Indenture.

“Certificate of Qualified Investor” means the certificate attached hereto as Exhibit E.

“Completion Certificate” means a certificate by the Company certifying that the Project is complete and all costs have been paid for or provisions have been made for their payment, in the form attached hereto as Exhibit D.

“Depository” has the meaning assigned in the first paragraph of this Indenture.

“Event of Default” has the meaning assigned in Section 901.

“Final Maturity Date” means _____, 2044.

“Indenture” has the meaning assigned in Section 103.

“Issue Date” means the date of issuance and delivery of the Bond to the Purchaser.

“Issuer” has the meaning assigned in the first paragraph of this Indenture.

“Ordinance” has the meaning assigned in Section 102.

“Parties” means the Company, the Issuer, the Purchaser and the Depository.

“Party” means any one of the Parties.

“Payment Date” means _____, 20__.

“Payment of the Bonds” means payment in full of the principal of, interest on and redemption price of the Bonds in accordance with their terms and the provisions of this Indenture and payment of all fees and expenses of the Issuer, the Purchaser and the Depository payable by the Company under this Indenture, the Agreement or the Bond Purchase Agreement.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision.

“Project” means the acquisition of the Company’s rights in the Project Site and the acquisition, construction and equipping of a solar power generation facility (including the Project Property) made with the proceeds of the Bonds from time to time for use by the Company.

“Project Property” means (i) the Facility (as defined in the Agreement) and all improvements suitable for use and used thereon, including all equipment and other personal property of any kind whether now owned or hereafter acquired with the proceeds of the Bonds prior to the Completion Date which is subject to depreciation for federal income tax purposes and (ii) any rights of the Company in, or related to, the Project Site now owned or hereafter acquired under easements, agreements or leases assigned to the Issuer.

“Project Site” means the real property in Torrance County, New Mexico described in Exhibit A to the Agreement.

“Record Date” means each _____ while the Bonds are outstanding.

“Related Costs” means expenditures incurred or to be incurred by the Company with respect to the Project, including, without limitation, the acquisition, installation, construction and commissioning of the Project Property.

“State” means the State of New Mexico.

Section 202. Rules of Construction.

(a) The captions and headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

(b) All references in this Indenture to particular articles, sections or exhibits are references to articles or sections of or exhibits to this Indenture unless some other reference is established.

(c) Any inconsistency between the provisions of the Agreement and the provisions of this Indenture will be resolved in favor of the provisions of the Agreement.

Section 203. Bond Not General Obligations of Issuer. Neither the faith and credit nor the taxing power of the State or of any of its political subdivisions, including the Issuer, is pledged to the payment of the principal of, interest on or redemption price of the Bonds. The Bonds will be payable by the Issuer solely out of the Basic Rent, proceeds and receipts and other security pledged hereby. The principal of, interest on and redemption price of the Bonds will never constitute a debt or indebtedness or general obligation of the Issuer within the meaning of any State constitutional provision or statutory limitation. The Bonds will never constitute or give rise to a pecuniary liability of the Issuer or be a charge against its general credit or a charge against the general credit or the taxing powers of the State or any political subdivision thereof.

ARTICLE III- GRANT

Section 301. Assignment and Pledge. In consideration of the purchase of the Bonds by the Purchaser, and in order to secure the payment of the principal of (including, without limitation, all sums

advanced by the Purchaser, with interest thereon, in accordance with the terms of this Indenture and the other Bond Documents (all references in this Indenture to the payment of principal of the Bonds shall include such sums)), interest on and redemption price of the Bonds, and in order to secure the performance by the Issuer of its obligations under this Indenture and the Bonds, the Issuer assigns and pledges to the Purchaser and grants a security interest to the Purchaser in (i) all the Issuer's right, title and interest in and to the Agreement and any other easement, lease, sublease, license, concession or other grant of a possessory or use interest in the Project Property to the extent the Issuer has any interest therein but reserving its rights under the Agreement to payments under Sections 4.14, 5.3(b), 6.2, 6.3, 6.4 and 6.5 of the Agreement, to reimbursement for certain costs and expenses, to receive notices, to give consents and to be indemnified; (ii) the moneys and investments in the Acquisition Fund and the Bond Fund and all reserves payable to the Issuer pursuant to the Agreement or this Indenture (including, without limitation, insurance and eminent domain proceeds) with respect to the Project Property; (iii) all lease rentals, revenues, profits, and receipts receivable by or on behalf of the Issuer from the Project Property and (iv) the Project Property.

Section 302. Release. If (i) the principal of and interest on the Bonds are paid by the Issuer in full to the Bond Fund, as provided for herein, (ii) the Purchaser has received all sums due it under the Bond Documents, and (iii) the Issuer keeps, performs and observes all agreements, covenants and provisions under this Indenture, then all obligations of the Issuer as to the Bonds under this Indenture will terminate, and the Purchaser will cancel and discharge the lien of this Indenture and execute and deliver to the Issuer and the Company such instruments in writing as may be required to evidence such discharge. The Clerk and/or the County Manager of the Issuer are authorized to accept a certificate of the Purchaser, that all principal and interest due on the Bonds has been paid as evidence of the satisfaction of this Indenture.

ARTICLE IV- AUTHORIZATION, FORM, EXECUTION AND DELIVERY OF BONDS

Section 401. Authorization; Authorized Amount of the Bonds. The Bonds are hereby authorized to be issued under this Indenture and secured by this Indenture. The Bonds will be issued as a single fully registered bond without coupons, in the maximum principal amount not to exceed \$60,000,000. The Bonds will be numbered consecutively beginning with R-1. The Bonds may not be issued under this Indenture except in accordance with this Article.

Section 402. Form of Bond. The Bonds will be in substantially the form of Exhibit A. The Bonds will be dated the date of the execution and delivery of this Indenture and will bear interest on Advances made pursuant to Section 702 at the rate of four percent (4%). All interest on the Bonds will be calculated from the date of advance for all periods on the basis of a 360-day year of twelve thirty-day months. Accrued interest shall be payable on the Payment Date, with the outstanding principal amount of the Bonds plus all interest thereon due and payable in full on the Final Maturity Date. Principal and interest, as applicable, will be payable by the Issuer from the Basic Rent received from the Company to the owner of the Bonds on the immediately preceding Record Date upon presentation of the Bonds for cancellation at the offices of the Issuer. All payments will be made in lawful money of the United States.

Section 403. Execution and Delivery; Payment. The Bonds will be signed by the Chairman of the Board of County Commissioners of the Issuer and delivered to the Purchaser on the date of the execution and delivery of this Indenture. Subject to the terms and conditions of the Bond Purchase Agreement, the Purchaser will purchase the Bonds and will pay the purchase price of the Bonds to the Issuer as set forth in Section 701.

Section 404. Registration and Transfer of the Bond. The Company on behalf of the Issuer will cause to be kept at its office a book for the registration and transfer of the Bonds. The registration book will be open to inspection by the Issuer upon advance notice during the Company's normal business hours.

The Bonds, together with the obligation to fund advances thereunder, may be transferred by the Purchaser in whole, but not in part, in person or by duly authorized attorney, in the registration book upon (i) surrender of the Bonds, (ii) delivery of a written transfer instrument, and (iii) compliance with Securities Act of 1933, as amended (the "Federal Securities Act"), and applicable state securities laws as established to the satisfaction of the Issuer, and delivery to the Issuer and the Company of (A) an opinion, in form and substance satisfactory to the Issuer, from legal counsel experienced in securities laws matters, which counsel must be satisfactory to the Issuer, to the effect the transfer complies with the Federal Securities Act and applicable state securities laws and (B) written representations from the transferee, in form and substance satisfactory to the Issuer (including, but not limited to the form of Certificate of Qualified Investor), necessary to establish such compliance all as further set forth in the Bonds form attached as Exhibit A. Such Issuer approval shall be in writing. In the case of a transfer under this Section 404, the Issuer agrees that it will cooperate in delivering a new Bond, registered in the name of the transferee. The person requesting the transfer will pay any tax or fee or other charge imposed on the transfer and will pay the Issuer's expenses in connection therewith. The Issuer may deem and treat the person in whose name the Bond is registered as the absolute owner thereof for the purpose of receiving payment and for all other purposes, and all such payments made to any such registered owner or upon its written order will be valid and effectual to satisfy and discharge the liability upon the Bond, to the extent of the sum or sums paid; and the Issuer will not be affected by any notice to the contrary.

The Issuer acknowledges that the Purchaser may assign its rights to receive payments of principal, interest and any amounts due under the Bonds to any party without the consent of the Issuer.

Section 405. Lost, Stolen, Destroyed and Mutilated Bond. If the Issuer receives satisfactory evidence that any Bonds have been lost, stolen, destroyed or mutilated and receives satisfactory indemnity, and the mutilated Bonds are surrendered and cancelled, then the Issuer will execute and deliver new Bonds. The applicant for new Bonds will pay any charges and expenses in connection with the issuance of the new Bonds. New Bonds issued under this Section will be an original contractual obligation of the Issuer and will be entitled to all of the benefits of this Indenture. The provisions of this Section with respect to the replacement of the lost, stolen, destroyed or mutilated bonds are exclusive.

Section 406. Cancellation and Destruction of the Bonds by Issuer. If the Bonds are delivered to the Issuer for cancellation, the Bonds will be cancelled immediately and destroyed by the Issuer.

Section 407. Application of Payments for Bonds. All payments received by the Issuer under the Agreement with respect to the Bonds will be applied first to accrued interest on the Bonds on the next date for the payment of such interest and, second, to the unpaid principal of the Bonds. If such payments exceed accrued interest on and the unpaid principal of the Bonds, and any other amounts owed, the excess will be paid to the Company. The parties acknowledge that the Company may pay, discharge and redeem the Bonds by offsetting amounts owed under the Bonds to the Purchaser against monies owed to the Company by the Purchaser, including but not limited to monies advanced by or on behalf of the Company to or on behalf of the Purchaser in anticipation of making Bond advances under this Indenture.

ARTICLE V- REDEMPTION

Section 501. Redemption. If the Company gives notice to the Issuer, the Depository and the Purchaser pursuant to Article IX of the Agreement that the Company has elected to cause redemption of the Bonds in full or in part and the Company pays the redemption price, all or such portion of the Bonds will be deemed redeemed by the Issuer on the date indicated in such notice at a redemption price equal to the principal amount to be redeemed plus accrued interest on such principal amount to the redemption date.

If the Company redeems the Bonds in full before the Completion Date, any monies held in the Acquisition Account shall be returned to the Company.

ARTICLE VI- BOND REVENUES AND FUNDS

Section 601. Source of Payment of the Bonds. The Bonds and all payments by the Issuer under this Indenture are not general obligations of the Issuer, and shall never constitute indebtedness of the Issuer, but are the limited, special obligations of the Issuer payable solely from revenues and receipts derived from the leasing of the Project Property under the Agreement and other security pledged to payment of the Bonds under this Indenture. The Project Property has been leased under the Agreement and the Basic Rent is to be remitted by the Company directly to the Purchaser on or before the Payment Date, subject to the rights of offset set forth in Section 5.4(b) of the Agreement. The portion of the Basic Rent necessary to pay amounts owing on the Bonds is to be deposited in the Bond Fund (except for any payments which are satisfied pursuant to the exercise of the right of offset as set forth in Section 5.4(b) of the Agreement). The Basic Rent is sufficient in amount to insure the prompt payment of the principal and accrued interest on the Bonds and the entire amount of the Basic Rent is pledged to the payment of principal and accrued interest on the Bonds.

Section 602. Creation of the Bond Fund, Payments. A fund shall be created for the benefit of Issuer by the Company and designated “NM Renewable Development Data Center II, LLC Project Series 2019 Bond Fund” (the “Bond Fund”). There will be deposited into the Bond Fund, as and when received (i) the Basic Rent (except to the extent offset pursuant to Section 5.4(b) of the Agreement), and (ii) all other moneys required to be deposited into the Bond Fund pursuant to this Indenture and the Agreement. The interest and other income received on investments of the Bond Fund moneys as provided in Section 708 will be retained in the Bond Fund. The Company covenants that so long as the Bonds are outstanding, it will deposit or cause to be deposited solely from the sources stated in Section 601, into the Bond Fund for Issuer’s account, sufficient sums from revenues and receipts from the Project Property promptly to meet and pay the installments of interest, or of principal and interest, as applicable, on the Bond (except to the extent that any payments of principal, interest or redemption price are to be made pursuant to the right of offset set forth in Section 5.4(b) of the Agreement). The Parties acknowledge that Section 4-59-3 NMSA provides that it is not intended that any county itself be authorized to operate any manufacturing, industrial or commercial enterprise under the Act and, accordingly, the Issuer has no intention of taking possession of or operating the Project Property.

Section 603. Use and Custody of the Bond Fund. The moneys in the Bond Fund will be used solely for payment of principal of and interest on the Bonds, except as provided in Sections 604 and 905. The Bond Fund will be in the custody of the Company, and the Company will withdraw sufficient funds from the Bond Fund to pay the installments of principal and interest on the Bonds as due (except to the extent that any payments of principal, interest or redemption price are to be made pursuant to the right of offset set forth in Section 5.4(b) of the Agreement).

Section 604. Repayment to the Company from the Bond Fund. Any amounts remaining in the Bond Fund after actual payment in full of the Bonds, the fees, charges and expenses of the Issuer and the Purchaser, administrative expenses and other amounts required to be paid by the Company under the Agreement will be paid to the Company upon expiration of the Agreement.

Section 605. Investments. Moneys on deposit in the Bond Fund may be invested and reinvested by the Company. Such investments will be deemed at all times to be a part of the Bond Fund. Any interest received on any such investment and any profit realized from such investment will be credited to the Bond Fund. Any loss resulting from any such investment will be charged to the Bond Fund. The Company will use all reasonable efforts to sell at the best price obtainable or present for redemption any

such investment when necessary in order to provide cash to meet any payment or transfer from the Bond Fund.

Section 606. Non-presentment of the Bond. If the Bonds are not presented for payment when the final payment of principal and interest is due, and if there are funds sufficient to make such final payment deposited with the Company, all liability of the Issuer for payment of the Bonds will cease. Interest shall not accrue after the Final Maturity Date. The Purchaser will be restricted to such funds for any claim against the Issuer relating to the Bonds.

Section 607. No Liability. Issuer will not be liable or responsible for any misapplication of funds, loss, liability or expense (or failure to realize profits) with respect to the Bond Fund and Company shall indemnify and hold Issuer harmless from and against all claims, liabilities or whatsoever nature arising from or relating to the Bond Fund or Company's management of the Bond Fund.

ARTICLE VII- ACQUISITION FUND

Section 701. Creation of the Acquisition Fund; Deposits. A fund is hereby created with the Depository and designated "NM Renewable Development Data Center II, LLC Project Series 2019 Acquisition Fund." Subject to the terms of the Bond Purchase Agreement, the Purchaser will purchase the Bonds on the date of execution and delivery of the Indenture and will pay the purchase price of the Bonds through the Advances described in Section 702. The proceeds of the sale of the Bonds, the interest and other income received on investments of the Acquisition Fund moneys as provided in Section 708 will be retained in the Acquisition Fund. The moneys in the Acquisition Fund will be held by the Depository and will be applied to the payment of Related Costs and, pending such application, will be subject to a lien in favor of the Purchaser or its assignee to secure payment of principal and accrued interest on the Bonds. The Acquisition Fund will be in the custody of the Depository, and the Depository is authorized and directed to wire from or issue checks on the Acquisition Fund for the payment of Related Costs pursuant to Section 702.

Section 702. Disbursements. The Company may request Advances from time to time to finance the Project (each, an "Advance") by delivery of a Requisition Notice to the Purchaser and the Depository in the form attached hereto as Exhibit C (the "Requisition Notice"). On or before the fifth business day following receipt of the Requisition Notice from the Company requesting an Advance, so long as no Event of Default has occurred and is continuing, the Purchaser will pay or cause to be paid the amount of the Advance requested in such Requisition Notice to the Depository for deposit in the Acquisition Fund, provided, however, that the aggregate amount of such Advances shall not exceed \$60,000,000. The Depository will make payments of Related Costs from the Acquisition Fund not later than the business day following the date of receipt of payment of the amount of the Advance from Purchaser, provided that immediately available funds are on deposit therein. The records of the Depository will be conclusive as to the aggregate amount of advances requested and made, absent manifest error. The Purchaser is authorized to endorse on the schedule attached to the Bonds the date and amount of each such advance. Failure to make any such endorsement or any error in such endorsement will not affect the rights or obligations of any of the Parties on or with respect to the Bonds. The Requisition Notice signed by an Authorized Company Representative shall state to whom the payment is to be made, the general purpose for which the obligation to be paid was incurred, and that:

(a) obligations in the stated amounts were incurred for Related Costs and are due and payable (or, if the Company is indicated as the payee, were duly paid by the Company) and that each item is a proper charge against the Acquisition Fund and has not been the subject of a previous withdrawal from the Acquisition Fund; and

(b) to the best knowledge of such Authorized Company Representative there has not been filed with or served upon the Issuer or the Company notice of any lien, right or attachment upon, or claim, other than such lien, right, attachment or claim as are filed or made in the ordinary course of constructing and operating the Project, affecting the right of any such payees to receive payment of, the respective amounts stated in such requisition which has not been released or will not be released simultaneously with the payment of such obligation; and

(c) with respect to any item for payment for labor or to contractors, builders or materialmen, (i) the obligations stated have been properly incurred, (ii) such work was actually performed or such materials or supplies were actually furnished or installed in or about the Project, and (iii) either such materials or supplies are not subject to any lien or security interest or any such lien or security interest will be released or discharged upon payment of the requisition.

Section 703. Records. The Depositary will keep and maintain all Requisition Notices and adequate records pertaining to the Acquisition Fund, and payments made therefrom, which will be open to inspection by the Issuer, the Purchaser, the Company, or their agents, upon advance notice, during normal business hours.

Section 704. Depositary May Rely on Requisitions. All writings, requisitions and certificates received by the Depositary as conditions of payment from the Acquisition Fund, and which are proper and complete on their face, may be conclusively relied upon by the Depositary and will be retained by the Depositary, subject at all reasonable times, upon advance notice, to examination by the other Parties and their respective agents and representatives.

Section 705. Status Reports. At least annually, the Depositary will make a written report covering all receipts and moneys then on deposit in the Acquisition Fund, and will report any investments of such moneys and all transfers and disbursements of such moneys as of and for the preceding year. The reports will be prepared in conformity with the provisions of this Indenture, and copies of each report will be filed with the Purchaser, the Company, and, if requested by the Issuer, with the Issuer, not later than the fifteenth day of the month following the year covered by the report.

Section 706. Completion Date. Upon receipt of a certificate substantially in the form of Exhibit D signed by an Authorized Company Representative establishing the Construction Completion Date, as established in Section 4.4 of the Agreement, the Depositary will set aside in the Acquisition Fund the moneys necessary for the payment of the Related Costs incurred by the Company but not then due or payable as set forth in such certificate, and then will transfer any other moneys remaining in the Acquisition Fund to the Company or its assignee.

Section 707. Payment on Acceleration. If the Purchaser declares the unpaid principal of and accrued interest on the Bond to be immediately due and payable pursuant to Section 902(a), the Depositary will promptly, upon receipt of notice of such declaration from the Purchaser or its assignee, return all moneys then held for the credit of the Acquisition Fund in accordance with Section 905 to the Purchaser or its assignee for application to the unpaid principal of and accrued interest on the Bonds.

Section 708. Investments. Moneys on deposit in the Acquisition Fund may be invested and reinvested by the Depositary, at the written direction of an Authorized Company Representative. Such investments will be deemed at all times to be a part of the Acquisition Fund. Any interest received on any such investment and any profit realized from such investment will be credited to the Acquisition Fund. Any loss resulting from any such investment will be charged to the Acquisition Fund. The Depositary will use all reasonable efforts to sell at the best price obtainable or present for redemption any such investment when necessary in order to provide cash to meet any payment or transfer from the Acquisition Fund. Neither the

Depository nor the Issuer will be responsible for any loss, liability or expense (or failure to realize profits) resulting from any such investment. The Depository may make any such investment through its own or its affiliated bond or investment department, unless otherwise directed in writing by an Authorized Company Representative.

Section 709. No Liability. Issuer will not be liable or responsible for any misapplication of funds, loss, liability or expense (or failure to realize profits) with respect to the Acquisition Fund and the Company shall indemnify and hold Issuer harmless from and against all claims, liabilities or whatsoever nature arising from or relating to the Acquisition Fund or the Company's management of the Acquisition Fund.

ARTICLE VIII- PARTICULAR COVENANTS AND PROVISIONS

Section 801. Extent of Covenants; Disclaimer of Liability. It is expressly made a condition of this Indenture that any covenants, stipulations, obligations, representations or agreements herein contained or contained in the Bonds or this Indenture do not and will never give rise to a personal or pecuniary liability of any present or future officer, employee or agent of the Issuer, or be a charge against the general credit or taxing powers of the Issuer, and in the event of a breach of such covenant; stipulation, obligation, representation or agreement, no personal or pecuniary liability of any present or future officer, employee or agent of the Issuer, or charge payable by the Issuer directly or indirectly from the revenues of the Issuer, other than the Basic Rent, will arise therefrom. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OR OF ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE ISSUER, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, INTEREST ON OR REDEMPTION PRICE OF THE BONDS. THE PRINCIPAL OF, INTEREST ON AND REDEMPTION PRICE OF THE BONDS WILL NEVER CONSTITUTE A DEBT OR INDEBTEDNESS OR GENERAL OBLIGATION OF THE ISSUER WITHIN THE MEANING OF ANY PROVISION OR LIMITATION OF THE CONSTITUTION OR STATUTES OF THE STATE. THE BONDS OR THIS INDENTURE WILL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE STATE, ANY OF ITS POLITICAL SUBDIVISIONS OR OF THE ISSUER OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS. NONE OF THE PROVISIONS OF THIS INDENTURE SHALL REQUIRE THE ISSUER TO EXPEND OR RISK ITS OWN FUNDS OR TO OTHERWISE INCUR FINANCIAL LIABILITY IN THE PERFORMANCE OF ANY OF ITS DUTIES OR IN THE EXERCISE OF ANY OF ITS RIGHTS OR POWERS HEREUNDER.

Section 802. Performance; Authority. The Issuer covenants that it will faithfully perform all covenants and provisions contained in this Indenture and in the Bonds. The Issuer represents that it is duly authorized under the Constitution and laws of the State of New Mexico, including the Act, to issue the Bonds, to execute and deliver this Indenture, to grant a security interest in the property described in this Indenture, to pledge the rentals and other revenues described in this Indenture and that it has, to its knowledge, taken all actions required on its part for the issuance of the Bond, and for the execution and delivery of this Indenture and the Agreement.

Section 803. Obligations Under the Agreement. The Issuer: (i) will perform all of its obligations under the Agreement; (ii) will not execute or agree to any change, amendment or modification of or supplement to the Agreement except in accordance with the provisions thereof and Section 1101 of this Indenture; and (iii) will not agree to any abatement, reduction or diminution of the Basic Rent without the written approval of the Purchaser. The parties acknowledge that the Issuer has no obligation to enforce the Agreement but any actions taken by the Issuer to enforce the Agreement shall be at the expense of the Company.

Section 804. Use and Possession by the Company. So long as not otherwise provided in this Indenture or the Agreement, the Company will be permitted to possess, use and enjoy the Project Property so as to carry out its obligations under the Agreement.

Section 805. Instruments of Further Assurance. The Issuer will, at the expense of the Company or the Purchaser, execute, acknowledge, deliver and perform such supplemental indentures or such further acts, instruments, documents and transfers as the Depository or the Purchaser may reasonably require for better assuring, transferring, mortgaging and pledging unto the Depository or the Purchaser all the property and revenues and receipts pledged to the payment of the Bond under this Indenture.

Section 806. Recording of Indenture. Supplemental Indentures and Other Documents. The Company will cause this Indenture, the Agreement, and all supplements to this Indenture and the Agreement, as well as all security instruments, financing statements, continuation statements and any other instruments as may be required, to be recorded or filed in such manner and places as required to fully preserve and protect the security of the Purchaser and the rights of the Depository, including recording in the real estate records of Tarrant County, New Mexico. The Depository will have no responsibility to make any such filings except for filings as the Company may from time to time request, and the Issuer will have no responsibility to make any such filings.

ARTICLE IX- EVENTS OF DEFAULT AND REMEDIES

Section 901. Events of Default. Each of the following events is an “Event of Default:”

(a) Failure to pay any installment of principal or interest due under the Bonds when due and such failure continues unremedied for a period of 30 days after the provision by the Issuer or the Purchaser of written notice of non-payment;

(b) An Event of Default under the Agreement or any other Bond Document (other than this Indenture) occurs and is continuing;

(c) The Company fails to perform any covenant contained in this Indenture or the Bond Documents, other than as specified in subsections (a) and (b) above, and such failure is not cured within 30 days after receipt by the Company of the written notice of such failure unless the Purchaser shall agree in writing to the extension of such time prior to its expiration.

Section 902. Remedies on Events of Default. Upon the occurrence of an Event of Default, the Purchaser will have the following rights and remedies:

(a) **Acceleration.** The Purchaser or its assignee may, by written notice given to the other Parties, declare the principal amount of the Bond outstanding to be immediately due and payable and principal and interest thereon will become immediately due and payable; provided, however, that the Purchaser or its assignee, by written notice to the other Parties, may annul such declaration and destroy its effects and waive any such default: (i) if all covenants, conditions and agreements with respect to which such default shall have been made shall be fully performed, (ii) all arrears shall have been paid on any installment of interest and principal which has been theretofore due, plus (to the extent permitted by law) interest thereon from the due dates, and (iii) all reasonable charges and expenses of the Issuer, the Purchaser, the Depository and their agents and counsel shall have been paid or provided for. Any such declaration that the Bond is due and payable will be deemed to be a redemption of the Bond; and

(b) **Suit for Judgment on the Bonds.** The Purchaser will be entitled to sue either for the specific enforcement of any covenant or agreement contained herein, or in any of the Bond Documents, or

in and of the execution of any power herein granted and/or for and recover judgment, either before or after or during the pendency of any proceedings for the enforcement of the lien of this Indenture or for the enforcement of any of its rights, but any such judgment against the Issuer will be enforceable only against the funds and accounts related to and held under this Indenture for the Bonds. There will not be authorized any deficiency judgment against the Issuer. No recovery of any judgment by the Purchaser will in any manner or to any extent affect the lien of this Indenture or any rights, powers or remedies of the Purchaser hereunder, but such lien, rights, powers and remedies of the Purchaser will continue unimpaired; and

(c) **Enforcement of Rights Under Agreement.** The Purchaser or its assignee may, as assignee of specified interests of the Issuer in the Agreement, enforce any remedy available to the Issuer under the Agreement (except the remedies of the Issuer pursuant to Section 8.3 of the Agreement) and under any other lease, sublease, license or other grant of a possessory or use interest in the Project Property.

No right or remedy conferred on any Party hereunder is intended to be exclusive of any other right or remedy conferred on such Party hereunder, but each and every such right or remedy will be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute; provided, that the remedy of Purchaser in respect of an Event of Default or other breach hereunder or any other Bond Document shall be limited in all cases to those expressly provided in Section 902.

Section 903. Rights and Remedies of Purchaser. The Purchaser will not have the right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust related thereto or for the appointment of a receiver or any other remedy hereunder, unless an Event of Default has occurred and is continuing of which the Company has been notified, it being understood and intended that the Purchaser will not have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its actions or to enforce any right hereunder except in the manner herein provided. Nothing in this Indenture will, however, affect or impair the right of the Purchaser to enforce the payment of the principal of and interest on the Bond, when due or at and after the maturity thereof, or the obligation of the Issuer to pay the principal and interest on the Bonds at the time and place and from the revenues provided in this Indenture or in the Bonds.

Section 904. Issuer and Depository Not Responsible. Neither the Issuer nor the Depository has any responsibility or right to act on behalf of the Purchaser with respect to any Event of Default. All rights and remedies arising from or related to any Event of Default are solely the rights and remedies of the Purchaser; provided that, upon request and at the expense of the Purchaser, the Issuer will cooperate with the Purchaser in the lawful enforcement of such rights and remedies upon receipt of indemnity satisfactory to the Issuer in the Issuer's sole discretion against any out-of-pocket costs and expenses incurred by the Issuer in its sole discretion (including any counsel fees and expenses) or liability the Issuer may incur or suffer as a result of or in connection with such cooperation.

Section 905. Application of Moneys. All moneys received by the Issuer or the Purchaser pursuant to any right given or action taken under the provisions of this Article will, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities, and expenses incurred or made by the Issuer and the Purchaser, will be applied first to pay the fees and expenses of the Issuer and the Depository; then to the payment of charges due the Purchaser pursuant to the Bond Documents, and then to the payment of interest and principal due and unpaid on the Bonds. Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys will be applied at such times, and from time to time, as the Issuer will determine.

Whenever the Bonds and interest thereon have been paid under the provisions of this Section and all expenses and charges of and payments due to the Purchaser, the Issuer and the Depository (and their

respective counsel and agents) under this Indenture and the Agreement have been paid, any balance remaining will be paid to the Company or its assignee as provided in Section 604.

Section 906. Purchaser to File Proofs of Claim. In the case of any insolvency, bankruptcy, reorganization, arrangement, adjustment, composition, or other judicial proceedings affecting the Project Property or the Company, the Purchaser and the Issuer will, to the extent permitted by law, be entitled to file such proofs of claims and other documents as may be necessary or advisable in order to have claims of the Purchaser or the Issuer, respectively, allowed in such proceedings for the entire amount due and payable by the Issuer, or by the Company, as the case may be, under the Indenture or the Agreement, at the date of the institution of such proceedings and for any additional amounts which may become due and payable after such date.

Section 907. Delay or Omission; No Waiver. No delay or omission of the Purchaser to exercise any right or power accruing upon any Event of Default will exhaust or impair any such right or power or shall be construed to be a waiver of any such Event of Default, or acquiescence therein; and every power and remedy given by this Indenture to the Purchaser may be exercised from time to time and as often as may be deemed expedient by the Purchaser.

Section 908. No Waiver of One Default to Affect Another. No waiver of any Event of Default by the Purchaser will extend to or affect any subsequent or any other then existing Event of Default or shall impair any rights or remedies consequent thereon.

Section 909. Discontinuance of Proceedings on Default; Position of Parties Restored. In case the Purchaser shall have proceeded to enforce any right under this Indenture by foreclosure, entry, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Purchaser, then and in every such case the Issuer and Purchaser will be restored to their former positions and rights under this Indenture with respect to the Project Property and all rights, remedies, and powers of the Purchaser will continue as if no such proceedings had been taken.

Section 910. Waivers of Events of Default. The Purchaser may, in its discretion, waive any Event of Default and its consequences and rescind any declaration of maturity of principal of and interest on the Bonds. In case of any such waiver or rescission, or in case any proceeding taken by the Purchaser on account of any such Event of Default shall have been discontinued or abandoned or determined adversely to the Purchaser, then in every such case the Issuer and the Purchaser shall be restored to their former respective positions and rights hereunder, and the Event of Default which was waived will be considered to be cured, but no waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

ARTICLE X-THE DEPOSITARY

Section 1001. Acceptance of Duties. The Depositary accepts the duties imposed on it by this Indenture, but only on the following express terms and conditions:

(a) The Depositary undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations will be read into this Indenture against the Depositary.

(b) In the absence of negligence or willful misconduct on its part, the Depositary may conclusively rely on certificates or notices furnished to the Depositary and conforming to the requirements of this Indenture or the Agreement, as the case may be; but if any such certificates or notices are specifically required to be furnished to the Depositary under this Indenture or the Agreement, the Depositary will

examine the same to determine whether they conform to the requirements of this Indenture or the Agreement, as the case may be.

(c) The Company hereby indemnifies and holds harmless the Depositary from and against any and all loss, liability, cost, damage and expense, including, without limitation, reasonable counsel fees, which the Depositary may suffer or incur by reason of any action, claim or proceeding brought against the Depositary arising out of or relating in any way to this Indenture or any transaction to which the Indenture relates unless such action, claim or proceeding is the result of the negligence or willful misconduct of the Depositary. The indemnification shall survive the resignation, removal and termination of the Depositary. No provision of this Indenture will be construed to relieve the Depositary from liability for its own negligence or willful misconduct.

(d) The Depositary may consult with counsel and other professionals and the advice of such counsel and other professionals shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Depositary hereunder in good faith and in reliance thereon.

(e) The Depositary shall be under no obligation to take any action or exercise any right or power under the Indenture unless the Company shall first have provided to the Depositary, its directors, officers, agents and employees, security or indemnity satisfactory to the Depositary against the costs (including without limitation reasonable fees of attorneys), expenses and liabilities that might be incurred by the Depositary in connection herewith.

Section 1002. Compensation. The Company will pay directly to the Depositary its reasonable fees and charges and all of its reasonable expenses (including reasonable counsel fees and expenses).

Section 1003. Qualification. The Depositary must be an association or a corporation organized and doing business under the laws of the United States of America or of any state and be subject to supervision or examination by federal or state banking authorities. If at any time the Depositary ceases to be eligible in accordance with the provisions of this Section 1003, it will resign immediately in the manner and with the effect specified in Section 1004.

Section 1004. Resignation and Removal.

(a) No resignation or removal of the Depositary and no appointment of a successor Depositary will become effective until the acceptance of appointment by the successor Depositary under Section 1005.

(b) The Depositary may resign at any time upon 10 business days' written notice to the other Parties. If an instrument of acceptance by a successor Depositary has not been delivered to the retiring Depositary within 30 days after the giving of such notice of resignation, the retiring Depositary may petition any court of competent jurisdiction for the appointment of a successor Depositary.

(c) The Depositary may be removed at any time by the Company upon 10 business days' written notice to the other Parties.

(d) The Depositary will be automatically removed on the occurrence of the Completion Date of the Project and the application of all moneys on deposit in the Acquisition Fund as provided in Section 706. No successor Depositary will thereafter be appointed and each reference to the Depositary in this Indenture and the Agreement will thereafter be ineffective.

(e) If the Depositary resigns or is removed (except as provided in subsection (d) of this Section 1004), the Company will promptly appoint a successor Depositary and give written notice of such appointment to the Issuer, the Purchaser and the retiring or removed Depositary.

Section 1005. Successor Depositary.

(a) Every successor Depositary appointed under this Indenture will execute, acknowledge and deliver to its predecessor and the other Parties an instrument accepting such appointment, and thereupon such successor Depositary, without any further act, will become fully vested with all the rights, and be subject to all the obligations, of its predecessor; but such predecessor will, nevertheless, on the request of its successor, the Issuer, the Company or the Purchaser execute and deliver an instrument transferring to such successor Depositary all the rights of such predecessor under this Indenture. Every predecessor will deliver all property, including all records relating hereto, and moneys held by it under this Indenture to its successor. The Issuer and the Purchaser will execute, acknowledge and deliver any instrument, satisfactory to each of them, required by any successor Depositary to more fully and certainly vest in such Depositary the rights vested in the predecessor Depositary by this Indenture.

(b) Notwithstanding any of the foregoing provisions of this Article, any Person qualified to act as Depositary under this Indenture with or into which the Person acting as Depositary may be merged or consolidated, or to which the assets and business of such Person may be sold, will automatically become the successor Depositary.

ARTICLE XI-SUPPLEMENTS AND AMENDMENTS TO INDENTURE

Section 1101. Other Supplemental Indentures. This Indenture may be supplemented or amended only by one or more instruments executed by the Issuer, the Purchaser and the Depositary.

Section 1102. Consent of the Company. Any supplemental indenture affecting the rights of the Company will not be effective unless and until the Company shall have consented in writing to the execution and delivery of such supplemental indenture.

ARTICLE XII- MISCELLANEOUS PROVISIONS

Section 1201. Notices. Any notice, demand, direction, request, consent, report or other instrument authorized or required by any of the Bond Documents to be executed, given or filed (excluding Uniform Commercial Code filings, recordings and other governmental filings) will be in writing and will be deemed to have been sufficiently given or filed for all purposes of the Bond Documents when delivered by hand delivery or on the third Business Day following the day on which the same has been mailed by registered or certified mail, postage prepaid, addressed as follows:

If to the Issuer: Torrance County, New Mexico
 205 S Ninth Street
 Estancia, New Mexico 87016

If to the Purchaser: NMRD Data Center II --Britton, LLC
 c/o NM Renewable Development Data Center II, LLC

If to the Company: NM Renewable Development Data Center II, LLC

If to the Depository: BOKF, NA
Attn: Cindy Mitchell
100 Sun Avenue NW, Suite 500
Albuquerque, New Mexico 87109

Any Party may, by notice to each of the other Parties, designate any further or different addresses to which subsequent notices, certificates or other communications are to be sent. Receipt by the Issuer, the Company and the Depository of a notice from a transferee of the Bond will constitute notice of such a different address for the Purchaser.

Section 1202. Remedies. No right or remedy conferred on any Party in any of the Bond Documents is intended to be exclusive of any other right or remedy conferred on such Party in any of the Bond Documents. Each such right or remedy is in addition to every other right or remedy provided in any of the Bond Documents, or any other applicable agreement or contract; provided, that the remedy of the Issuer or the Purchaser in respect of an Event of Default or other breach hereunder or any other Bond Document shall be limited in all cases to those expressly provided in Section 902 hereunder or Article VIII of the Agreement, as the case may be. No delay or omission of any Party to exercise any such right or remedy will impair any such right or remedy or be construed to be a waiver. Every such right or remedy may be exercised from time to time and as often as the relevant Party may deem expedient. No waiver by any Party of any right or remedy with respect to any default or Event of Default will extend to or affect any other existing or subsequent default or Event of Default.

Section 1203. Beneficiaries. Nothing in any of the Bond Documents expressed or implied is intended or is to be construed to confer upon any Person other than the Parties any right, remedy or claim, legal or equitable.

Section 1204. Severability. In case any one or more of the provisions of any of the Bond Documents or of the Bonds are for any reason held to be illegal or invalid, such illegality or invalidity will not affect any other provision of any of the Bond Documents or of the Bonds, but the Bond Documents and the Bonds will be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement of the any Party contained in any of the Bond Documents or the Bonds is for any reason held to be in violation of law, then such covenant, stipulation, obligation or agreement will be deemed to be the covenant, stipulation, obligation or agreement of such Party to the full extent permitted by law.

Section 1205. Obligations of Issuer Not Obligations of Officials Individually. No obligation under any of the Bond Documents or the Bonds will be deemed to be an obligation of any present or future officer (including, without limitation, County Commissioners) or employee of the Issuer in his or her individual capacity, and no officer of the Issuer who executes the Bonds will be personally liable on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 1206. Payments Due on Days That Are Not Business Days. If the date for any payment called for under any of the Bond Documents or the Bonds is not a Business Day, then such payment will be made on the next Business Day and no interest on such payment will accrue for the period after the scheduled date for such payment.

Section 1207. Limitation of Issuer's Liability. No agreements or provisions contained in any Bond Document nor any agreement, covenant or undertaking by the Issuer contained in any document executed by the Issuer in connection with any property of the Company financed, directly or indirectly, out of Bond proceeds or the issuance, sale and delivery of the Bonds will give rise to any pecuniary liability of the Issuer, its officers, employees, agents or members of its governing body or constitute a charge against

the Issuer's general credit, or obligate the Issuer financially in any way, except with respect to the Basic Rent, and its application as provided under this Indenture. No failure of the Issuer to comply with any terms, covenants or agreements in any Bond Document or in any document executed by the Issuer in connection with the Bonds will subject the Issuer, its officers and members of its governing body to any pecuniary charge or liability except to the extent that the same can be paid or recovered from the Basic Rent. Without limiting the requirement to perform its duties or exercise its rights and powers under the Bond Documents upon receipt of appropriate indemnity or payment, none of the provisions of any Bond Document will require the Issuer to expend or risk its own funds or otherwise to incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers under any Bond Document.

Section 1208. Successors. Wherever a Party is referred to in this Indenture, it shall be deemed to include its successors, and all covenants and agreements in this Indenture will bind and inure to the benefit of the such Party's successors.

Section 1209. Title, Headings. The title and headings of the articles, sections and subdivisions of this Indenture have been used for convenience only and will not modify or restrict any of the terms or provisions of this Indenture.

Section 1210. Consents and Approvals. In any action requiring the consent or approval of a party to this Indenture, such consent or approval will not be unreasonably withheld.

Section 1211. Execution in Counterparts. Each of the Bond Documents may be executed in multiple counterparts, all of which taken together will constitute one instrument. Any Party may execute any of the Bond Documents by executing any such counterpart of such Bond Document.

Section 1212. Applicable Law. The validity, construction and effect of each of the Bond Documents will be governed by and construed in accordance with the laws of the State applicable to agreements made and to be performed in the State of New Mexico.

[Remainder of Page Intentionally Left Blank]

DATED AS OF _____, 2019.

(SEAL)

BOARD OF COUNTY COMMISSIONERS,
TORRANCE COUNTY, NEW MEXICO

Attest:

County Clerk

By _____
Its Chair

STATE OF NEW MEXICO)
)
COUNTY OF TORRANCE)

This instrument was acknowledged before me on this _____ day of _____, 2019, by _____, as Chair of the Torrance County Board of County Commissioners, governing body of Torrance County, a political subdivision of the State of New Mexico.

Notary Public

My Commission Expires: _____

(Signature Page for Indenture)

NM RENEWABLE DEVELOPMENT DATA CENTER
II, LLC

By _____

Name: _____

Title: _____

STATE OF)

COUNTY OF)

This instrument was acknowledged before me on this _____ day of _____, 2019, by _____, as _____ of NM Renewable Development Data Center II, LLC, a Delaware limited liability company..

(Signature Page for Indenture)

BOKF, NA
as Depositary

By: _____
Name: _____
Its: _____

STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on _____, 2018, by _____ as
_____ of BOKF, NA.

Notary Public

My commission expires:

(Signature Page for Indenture)

EXHIBIT A
THIS BOND IS TRANSFERABLE ONLY UPON COMPLIANCE
WITH THE RESTRICTIVE TERMS PROVIDED BELOW

No. R-1

Up to \$60,000,000

United States of America
State of New Mexico

Torrance County, New Mexico
Taxable Industrial Revenue Bonds
(NM Renewable Development Data Center II, LLC Project)
Series 2019

Registered Owner: NMRD DATA CENTER II --BRITTON, LLC

FINAL MATURITY DATE	INTEREST RATE	ISSUE DATE
_____, 2044	4%	_____, 2019

Torrance County, a political subdivision of the State of New Mexico existing under the Constitution and laws of the State of New Mexico (the "Issuer"), for value received, promises to pay, solely from the sources described below, to NMRD DATA CENTER II --BRITTON, LLC (together with its successors and assigns, and transferees as permitted below, the "Purchaser") Sixty Million Dollars (\$60,000,000) (subject to prior optional redemption as described below) or so much of such amount as has been advanced by the Purchaser and is outstanding and to pay, solely from such sources, to the Purchaser, interest on principal amounts advanced with respect to this Bond from the dates of such Advances at the Interest Rate specified above (computed on the basis of a 360-day year consisting of twelve 30-day months) until payment of such principal amount. Accrued interest in the amount of four (4%) of the outstanding principal amount of the Bonds shall be payable on the Payment Date, with the outstanding principal amount of the Bonds due and payable in full on the Final Maturity Date.

This Bond is issued under and pursuant to the Constitution and laws of the State of New Mexico, particularly Sections 4-59-1 to 4-59-16, NMSA 1978, as amended, and under and pursuant to Ordinance No. _____ duly adopted by the Issuer on _____, 2019.

The principal of, interest on and redemption price of this Bond are payable solely from Basic Rent derived by the Issuer from the Lease Agreement dated as of _____, 2019 (the "Agreement") between the Issuer and NM Renewable Development Data Center II, LLC (the "Company"), which has been pledged and assigned by the Issuer to the Purchaser under the Indenture, dated as of _____, 2019 (together with any amendments and supplements, the "Indenture") among the Issuer, the Purchaser, the Company and BOKF, NA, as Depositary (the "Depositary").

Reference is made to the Indenture and the Agreement for the provisions, among others, with respect to the custody and application of the proceeds of the sale of this Bond, the collection and disposition of income and other revenues, a description of the account charged with and pledged to the payment of the principal of, interest on and redemption price of this Bond, the nature and extent of the security, the terms and conditions under which this Bond is issued and amounts are to be advanced with respect to this Bond by the Purchaser, and the rights, duties and obligations of the Issuer, the Company, the Purchaser and the Depository.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF NEW MEXICO OR OF ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE ISSUER, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, INTEREST ON OR REDEMPTION PRICE OF THIS BOND. THE PRINCIPAL OF, INTEREST ON AND REDEMPTION PRICE OF THIS BOND WILL NEVER CONSTITUTE A DEBT OR INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY PROVISION OR LIMITATION OF THE CONSTITUTION OR STATUTES OF THE STATE OF NEW MEXICO. THIS BOND WILL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE STATE OF NEW MEXICO, ANY OF ITS POLITICAL SUBDIVISIONS OR OF THE ISSUER OR A CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWERS.

This Bond may be called for redemption as provided in the Indenture, at the option of the Company as a whole or in part on any date selected by the Company, at a redemption price equal to the principal amount to be redeemed plus interest accrued on such principal amount to the redemption date.

If an Event of Default (as defined in the Indenture) occurs, the Purchaser may cause the then unpaid principal amount of this Bond and all accrued interest to be immediately due and payable as provided in the Indenture. Neither the Issuer nor the Depository has any right or responsibility to act on behalf of the Purchaser with respect to any Event of Default.

This Bond may be transferred in whole but not in part. SUBJECT TO THE LAST PARAGRAPH OF SECTION 404 OF THE INDENTURE AND NOTWITHSTANDING ANY PROVISION OF THIS BOND TO THE CONTRARY, NEITHER THIS BOND NOR ANY INTEREST IN THIS BOND MAY BE, DIRECTLY OR INDIRECTLY, OFFERED, SOLD, HYPOTHECATED, ENCUMBERED OR OTHERWISE TRANSFERRED OR DISPOSED OF (INDIVIDUALLY AND COLLECTIVELY, A "TRANSFER") EXCEPT IN COMPLIANCE WITH SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND APPLICABLE STATE SECURITIES LAWS AS ESTABLISHED TO THE SATISFACTION OF THE ISSUER, AND ANY SUCH PURPORTED TRANSFER OF THIS BOND WILL NOT BE EFFECTIVE UNLESS THE TRANSFEROR PROVIDES TO THE ISSUER, THE DEPOSITARY AND THE COMPANY (A) AN OPINION, IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER, FROM LEGAL COUNSEL EXPERIENCED IN SECURITIES LAWS MATTERS, WHICH COUNSEL MUST BE SATISFACTORY TO THE ISSUER, TO THE EFFECT THE TRANSFER COMPLIES WITH THE ACT AND APPLICABLE STATE SECURITIES LAWS AND (B) WRITTEN REPRESENTATIONS FROM THE TRANSFEREE, IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER, NECESSARY TO ESTABLISH SUCH COMPLIANCE.

All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this Bond and the execution of the Indenture have happened, exist and have been performed as so required.

The validity, construction and performance of this Bond are governed by the law of New Mexico applicable to agreements made and to be performed in New Mexico.

TORRANCE COUNTY, NEW MEXICO

By: _____
Chair, Torrance County
Board of County Commissioners

Attest

Torrance County Clerk

(Seal)

SCHEDULE OF ADVANCES AND PAYMENTS

<u>Date</u>	<u>Amount Of Advance</u>	<u>Amount of Principal Payment or Redemption</u>	<u>Resulting Principal Amount</u>	<u>Notation Made By</u>
-------------	------------------------------	--	---	-----------------------------

**EXHIBIT B
PROJECT SITE**

Project Site:

The remainder of the Tract designated "3-B" located within the North Half (N1/2) of Section Eight (8) and the Southeast Quarter (SE1/4) of Section Five (5), Township Nine (9) North, Range Eight (8) East, NMPM Torrance County that is not located within the City of Moriarty

AND

The remainder of the Tr 3-A within N1/2 Sec 8 and SE1/4 Sec 5, Township 9 North, Range 8 East NMPM Torrance County that is not located within the City of Moriarty

AND

Tr. A-2, Lands/Current & A-1-A, Lands/Burson, Section 9, Township 9 North, Range 8 East. NMPM Torrance County

**EXHIBIT C
REQUISITION AND CERTIFICATE NO.**

To: NMRD Data Center II --Britton, LLC, as Purchaser
BOKF, NA, as Depository

The undersigned, pursuant to the Indenture dated as of _____, 2019 (the "Indenture"), among Torrance County, New Mexico (the "Issuer"), NMRD Data Center II --Britton, LLC (the "Purchaser"), NM Renewable Development Data Center II, LLC (the "Company") and BOKF, NA (the Depository"), requests on behalf of the Company, the disbursement of \$_____ from the Acquisition Fund (as defined in the Indenture) to pay the following costs and expenses (or to reimburse the Company for payment of such costs and expenses) related to the Project (as defined in the Indenture) or to the issuance of the Bonds (as defined in the Indenture):

<u>Amount</u>	<u>General Classification Of Expenditure</u>	<u>Payee</u>
\$		
Amount of this requisition:	\$ _____	

The undersigned certifies that:

(1) obligations in the stated amounts were incurred for Related Costs (as defined in the Indenture) and are due and payable (or, if the Company is indicated as the Payee, were duly paid by the Company) and that each item is a proper charge against the Acquisition Fund and has not been the subject of a previous withdrawal from the Acquisition Fund; and

(2) to the best knowledge of the undersigned there has not been filed with or served upon the Issuer or the Company notice of any lien, right or attachment upon, or claim affecting the right of any such payee to receive payment of, the respective amounts stated in such requisition which has not been released or will not be released simultaneously with the payment of such obligation; and

(3) with respect to any item for payment for labor or to contractors, builders or materialmen, (i) the obligations stated have been properly incurred, (ii) such work was actually performed or such materials or supplies were actually furnished or installed in or about the Project, and (iii) either such materials or supplies are not subject to any lien or security interest or any such lien or security interest will be released or discharged upon payment of this requisition.

DATED: _____

NM RENEWABLE DEVELOPMENT DATA CENTER
II, LLC

By _____
Name: _____
Title: _____
Authorized Company Representative

**EXHIBIT D
COMPLETION CERTIFICATE**

The undersigned Authorized Company Representative, pursuant to Section 706 of the Indenture, dated as of _____, 2019 (the "Indenture"), among Torrance County, New Mexico, NMRD Data Center II --Britton, LLC, as Purchaser, NM Renewable Development Data Center II, LLC (the "Company") and BOKF, NA, as Depositary, states that, except for specified amounts remaining in the Acquisition Fund for any specified Related Costs as described in Appendix A hereto incurred by the Company, but not now due and payable, the Project is complete and all costs of labor, services, materials and supplies in connection with the Project Property have been paid for or provisions have been made for their payment. After the transfer of remaining moneys in the Acquisition Fund to the Company pursuant to Section 706 of the Indenture, the Company will have sole responsibility for the payment of any Related Cost in excess of the amount specified to be retained in the Acquisition Fund.

Moneys set aside for payment of pending expenses equal \$ _____
and total disbursements equal \$ _____

DATED: _____, _____

NM RENEWABLE DEVELOPMENT DATA CENTER
II, LLC

By _____
Name: _____
Title: _____
Authorized Company Representative

EXHIBIT E
CERTIFICATE OF QUALIFIED INVESTOR

Torrance County, New Mexico

BOKF, NA, as Depositary

NM Renewable Development Data Center II, LLC

Re: Torrance County, New Mexico
 Taxable Industrial Revenue Bonds
 (NM Renewable Development Data Center II, LLC Project), Series 2019

Please be advised that the undersigned is purchasing the captioned Bonds (hereinafter referred to as the "Bonds"). Such purchase is for the account of the undersigned, for the purpose of investment and not with a present intent for distribution or resale. In the event that the undersigned transfers such Bonds, the undersigned shall comply with all provisions of the Indenture dated as of _____, 2019 (as amended from time to time, the "Indenture"), among Torrance County, New Mexico (the "Issuer"), NMRD Data Center II --Britton, LLC, as Purchaser, NM Renewable Development Data Center II, LLC (the "Company") and BOKF, NA, as Depositary (the "Depositary"), as described in the Bonds. The undersigned assumes all responsibility for complying with any applicable federal and state securities laws in such regard and must present to the Depositary, the Issuer and the Company a Certificate of Qualified Investor executed by the proposed transferee, among other things as may be required by the agreements authorizing the Bonds, before such transfer will be effective.

The undersigned acknowledges that it is one of the following:

1. a bank as defined in Section 3(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), or savings and loan association or other institution as defined in Section 3(a)(S)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"); insurance company as defined in Section 2(13) of the Securities Act; insurance company as registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; plan established and maintained by a state, its political subdivision, or any agency or instrumentality of a state or its political subdivision, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self directed plan, with investment decisions made solely by persons that are accredited investors;
2. a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;
3. an organization described in Section 501(c)(3) of the Internal Revenue Code with total assets in excess of \$5,000,000;

4. a natural person whose individual net worth, or joint net worth with that person's spouse, at the time of this purchase exceeds \$1,000,000, excluding the value of the primary residence of such person;

5. a natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with the person's spouse in excess of \$300,000 in each of those years and who reasonably expects reaching the same income level the current year; or

6. one or more of the following, as indicated, that it is acting for its own account or the accounts of other Qualified Institutional Buyers and that it in the aggregate owns and/or invests on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with the Company:

(a) an insurance company, as defined in Section 2(13) of the Securities Act;

(b) an investment company registered under the Investment Company Act of 1940, as amended, or any business development company as defined in Section 2(a)(48) of that Act;

(c) a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;

(d) a plan established and maintained by a state, its political subdivision or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees;

(e) an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974;

(f) a trust fund whose trustee is a bank or trust company and whose participants are exclusively plans of the types identified in Paragraph (d) or (e) above, and not a trust fund that includes as participants individual retirement accounts or H.R. 10 plans;

(g) a business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940 (the "Investment Advisers Act");

(h) an organization described in Section 501(c)(3) of the Internal Revenue Code, a corporation (other than a bank as defined in Section 3(a)(2) of the Securities Act or a savings and loan association or other institution referenced in Section 3(a)(5)(A) of the Securities Act or a foreign bank or savings and loan association or equivalent institution), partnership or similar business trust; or

(i) an investment adviser registered under the Investment Advisers Act;

7. a dealer registered pursuant to Section 15 of the Exchange Act, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least \$10 million of securities of issuers that are not affiliated with the dealer, provided that securities constituting the whole or a part of an unsold allotment to or subscription by a dealer as a participant in a public offering shall not be deemed to be owned by such dealer; or

8. a dealer registered pursuant to Section 15 of the Exchange Act acting in a riskless principal transaction on behalf of a qualified institutional buyer; or

9. an investment company registered under the Investment Company Act, acting for its own account or for the accounts of other qualified institutional buyers, that is part of a family of investment companies which own in the aggregate at least \$100 million in securities of issuers, other than issuers that are affiliated with the investment company or are part of such family of investment companies. "Family of investment companies" means any two or more investment companies registered under the Investment Company Act, except for a unit investment trust whose assets consist solely of shares of one or more registered investment companies, that have the same investment adviser (or, in the case of unit investment trusts, the same depositor), provided that, for purposes of this section:

(a) each series of a series company (as defined in Rule 18f-2 under the Investment Company Act) shall be deemed to be a separate investment company; and

(b) investment companies shall be deemed to have the same adviser (or depositor) if their advisers (or depositors) are majority-owned subsidiaries of the same parent, or if one investment company's adviser (or depositor) is a majority-owned subsidiary of the other investment company's adviser (or depositor);

10. an entity, all of the equity owners of which are qualified institutional buyers, acting for its own account or the accounts of other qualified institutional buyers; or

11. a bank as defined in Section 3(a)(2) of the Securities Act, any savings and loan association or other institution as referenced in Section 3(a)(5)(A) of the Securities Act, or any foreign bank or savings and loan association or equivalent institution, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with it and that has an audited net worth of at least \$25 million as demonstrated in its latest annual financial statements, as of a date not more than 16 months preceding the date of sale in the case of a U.S. bank or savings and loan association, and not more than 18 months preceding such date of sale for a foreign bank or savings and loan association or equivalent institution; or

12. any entity that is acquiring the Bond for the purpose of facilitating investment therein by "qualified institutional buyers" as defined under Rule 144A promulgated under the Securities Act; or

13. NM Renewable Development Data Center II, LLC, the parent or subsidiary thereof, or any affiliated entity.

The undersigned further acknowledges that (i) interest on the Bonds is not exempt from gross income for federal income tax purposes, and (ii) an opportunity was available to obtain and that the undersigned has obtained all materials which were regarded as necessary to evaluate the merits and risks of investment in the Bonds and after such evaluation, the undersigned understands and knows that investment in the Bonds involves certain risks, including, but not limited to, those related to limited security and source for payment of the Bonds and the probable lack of any secondary market for the Bonds.

The undersigned acknowledges, warrants and represents that the undersigned is experienced in transactions such as those relating to the Bonds and that the undersigned is knowledgeable and fully capable of independently evaluating the risks involved in investing in the Bonds. The undersigned further acknowledges that neither the Issuer nor any of its officials, counsel, agents or consultants is responsible for any information contained in or omitted from the materials furnished, whether directly or by any other means, relating to the Bonds and acknowledges that the undersigned will not look and has not looked to any of them to obtain such information on its behalf.

NMRD Data Center II --Britton, LLC,
as Purchaser

By _____
Name: _____
Title: _____

Address for Notices and
Payment of principal and interest:

TORRANCE COUNTY, NEW MEXICO
and
NM RENEWABLE DEVELOPMENT DATA CENTER II, LLC

LEASE AGREEMENT

Dated as of _____, 2019

\$60,000,000
Torrance County, New Mexico
Taxable Industrial Revenue Bonds
(NM Renewable Development Data Center II, LLC Project)
Series 2019

TORRANCE COUNTY, NEW MEXICO, a political subdivision of the State of New Mexico (together with its successors and assigns, the “Issuer”), as lessor, and NM RENEWABLE DEVELOPMENT DATA CENTER II, LLC, a Delaware limited liability company (together with its successors and assigns, the “Company”), as lessee, agree:

ARTICLE I RECITALS

Section 1.1. Recitals.

A. The Company has requested that the Issuer issue its Taxable Industrial Revenue Bonds (NM Renewable Development Data Center II, LLC Project), Series 2019 in the maximum principal amount of \$60,000,000 (the “Bonds”). The proceeds of the Bonds will be used to finance the Project (defined below).

B. The Issuer is authorized under Section 4-59-1 to 4-59-16, New Mexico Statutes Annotated, 1978 Compilation (the “Act”) to acquire certain projects and issue its industrial revenue bonds in payment therefor and has determined that it is desirable to acquire the Project (defined below) pursuant to Ordinance No. _____ (the “Bond Ordinance”) and has in the Bond Ordinance authorized the issuance of the Bonds.

C. The Bonds are to be issued under an Indenture dated as of _____, 2019 (together with any and all amendments and supplements, the “Indenture”) among the Issuer, NMRD Data Center II --Britton, LLC (together with its successors and assignees, and transferees of the Bonds, the “Purchaser”), the Company and BOKF, NA, as Depositary (the “Depositary”). The Bonds will be a special limited obligation of the Issuer payable as therein provided and the Bonds will not constitute a debt or indebtedness or pledge of the credit of the Issuer, and the Purchaser or owners of the Bonds will have no right to have taxes levied by the Issuer or to require the Issuer to use any revenues for the payment of the Bonds, except for Basic Rent (as defined in this Agreement).

D. The proceeds of the Bonds will be used to finance the acquisition of the Project Property (defined below) leased to the Company under this Lease Agreement (together with all amendments and supplements, this “Agreement”).

E. The Company has conveyed the Project Site described in Exhibit A to the Issuer pursuant to a special warranty deed. The Project Property, which includes the Project Site, is to be leased to the Company pursuant to this Agreement.

F. The Bonds are to be purchased under a Bond Purchase Agreement dated as of _____, 2019 (together with any and all amendments and supplements, the “Bond Purchase Agreement”) among the Issuer, the Purchaser and the Company.

G. The Bonds will be secured by the Indenture which constitutes, among other things, a collateral pledge of this Agreement.

In consideration of the promises and the mutual representations and agreements hereinafter contained, the Issuer and the Company agree as follows (provided that any obligation of the Issuer created by or arising out of this Agreement will never constitute an indebtedness of the Issuer or give rise to any pecuniary liability of the Issuer, or a charge against its general credit or taxing powers but will be payable solely out of Basic Rent).

ARTICLE II DEFINITIONS AND RULES OF CONSTRUCTION

Section 2.1. Definitions. All words and terms defined in the Indenture have the same meanings when used in this Agreement. In addition:

“Additional Payments” has the meaning assigned in Section 5.3(b).

“Applicable Environmental Law” means any applicable law, statute, ordinance, regulation, order or rule relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or materials or pertaining to health or the environment, including, without limitation, CERCLA and RCRA, as each is amended and in effect from time to time.

“Basic Rent” has the meaning assigned in Section 5.3(a).

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

“Closing Date” means the date of execution and delivery of the Bonds.

“Company Financing” means a transaction or series of transactions involving credit agreements, loan documents, letters of credit, or other instruments evidencing financial obligations to which the Company or any subsidiary or affiliate of the Company is a party entered into or occurring at any time prior to the Closing Date (as defined in the Bond Purchase Agreement) or during the Term and after the date of initial delivery of the Bonds, for the use by the Company or any subsidiary or affiliate of the Company, together with any Company Financing Lien.

“Company Financing Lien” means any pledge, encumbrance or other lien on all or any portion of the Leased Property entered into in connection with a Company Financing

“Construction Completion Date” has the meaning assigned in Section 4.4.

“County PILOT” means the payment in lieu of taxes to be made by the Company to the Issuer in an annual amount equal to \$68,800.

“Eminent Domain” means the taking of title to, or the temporary use of; all or any part of the Project Property pursuant to eminent domain or condemnation proceedings, or by any

settlement or compromise of such proceedings, or any voluntary conveyance of all or any part of the Project Property during the pendency of, or as a result of a threat of, such proceedings.

“Event of Default” has the meaning assigned in Section 8.1.

“Facility” means a solar power generation power facility located in Torrance County, New Mexico, and its related supporting equipment and all improvements thereon for the generation and transmission of electricity.

“Indemnitee” has the meaning assigned in Article VI.

“Institutional Investor” means, collectively, any natural person(s) or any entity(ies) who acquire a direct or indirect interest in the Company or in the Project as a part of a transaction to ensure that the Project is owned at least in part by a person or entity able to use the federal renewable electricity production tax credits or investment tax credits and tax depreciation benefits associated with holding an ownership interest in the Project (including any subsequent transferees of any such person(s) or entity(ies)).

“Proceeds,” when used with respect to any insurance proceeds or any award resulting from, or other amount received in connection with, Eminent Domain, means the gross proceeds from the insurance or such award or other amount.

“Project” means the acquisition of the Project Site and the acquisition, design, permitting, construction and equipping of the Facility.

“Project Property” means (i) the Facility and all improvements suitable for use and used thereon, including all equipment and other personal property of any kind whether now owned or hereafter acquired with the proceeds of the Bonds prior to the Construction Completion Date as further described in Exhibit A and (ii) any rights of the Company in, or related to, the Project Site now owned or hereafter acquired under deeds, easements, agreements or leases assigned or otherwise conveyed to the Issuer (including the conveyance by the Company of the Project Site to the Issuer pursuant to a special warranty deed).

“Project Site” means the real property in Torrance County, New Mexico described in Exhibit A.

“RCRA” means the Resource Conservation and Recovery Act of 1976.

“Related Costs” means expenditures incurred or to be incurred with respect to the Project, including, without limitation, the acquisition, installation and construction of the Project Property.

“Rent” means Basic Rent and any Additional Payments under this Agreement.

“School District” means the Moriarty-Edgewood School District.

“School PILOT” means the payment in lieu of taxes to be made by the Company to the School District in an annual amount equal to \$11,200.

“State” means the state of New Mexico.

“Term” means the duration of the leasehold estate created by this Agreement pursuant to Section 5.1 hereof.

“TRD” means the New Mexico Taxation and Revenue Department.

Section 2.2. Rules of Construction.

(a) The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

(b) All references in this Agreement to particular articles, sections or exhibits are references to articles or sections of or exhibits to this Agreement unless some other reference is established.

(c) Any inconsistency between the provisions of this Agreement and the provisions of the Indenture will be resolved in favor of the provisions of this Agreement.

**ARTICLE III
REPRESENTATIONS**

Section 3.1. Issuer Representations. The Issuer represents that, as of the date of delivery of this Agreement:

(a) The Issuer is a political subdivision, organized and existing under the laws of the State.

(b) The Issuer has duly authorized by an ordinance of the governing body of the Issuer adopted at a meeting duly called and held by the affirmative vote of not less than a majority of its members, the execution, delivery and performance of the Bond Documents, the Bonds and the issuance of the Bonds, all for the purpose of financing the Project including the acquisition, construction and equipping of the Project Property and paying certain costs related to the issuance of the Bonds.

(c) To the knowledge of the Issuer, (i) the execution, delivery and performance by the Issuer of the Bond Documents will not conflict with or create a material breach of or material default under the Act or any other law, rule, regulation or ordinance applicable to the Issuer or any agreement or instrument to which the Issuer is a party or by which it is bound, and (ii) there is no action, suit, proceeding, inquiry or investigation by or before any court, public board or body, pending or threatened against the Issuer, which seeks to or does restrain or enjoin the issuance or delivery of the Bonds or the execution and delivery of any of the Bond Documents or in any manner questions the validity or enforceability of the Bonds or any of the Bond Documents.

Section 3.2. Company Representations. The Company represents that, as of the date of delivery of this Agreement:

(a) The Company is a limited liability company duly organized and validly existing under the laws of Delaware, is in good standing under the laws of Delaware, is a duly registered foreign limited liability company authorized to do business in New Mexico, and has duly authorized the execution, delivery and performance of this Agreement and the Bond Purchase Agreement.

(b) The Company has full legal right, power and authority to carry out and consummate the transactions contemplated by this Agreement and the Bond Purchase Agreement, all of which have been duly authorized by all necessary action on the part of the Company.

(c) The execution, delivery and performance by the Company of this Agreement and the Bond Purchase Agreement and the application by the Company of the proceeds of the issuance and sale of the Bonds as provided in the Bond Documents do not and will not conflict with, contravene, violate or constitute a breach of or default under the articles of organization or operating agreement of the Company or any material agreement to which the Company is a party or by which the Company or its properties or the Project Property is bound or any law, rule, regulation, ordinance, order, consent, or decree, applicable to the Company, its properties or the Project Property if such conflict, contravention, violation, breach or default could materially affect the ability of the Company to perform its obligations under the Bond Documents.

(d) This Agreement and the Bond Purchase Agreement constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and general principles of equity.

(e) No Default or Event of Default, or event or condition which, with notice or lapse of time or both, would constitute a Default or an Event of Default, with respect to the Company has occurred and is continuing. The Company has not received any written notice of any currently existing material violation of any zoning, land use, environmental or other similar law or regulation applicable to the Project Site.

(f) There is no action, suit, proceeding, inquiry or investigation by or before any court, public board or body pending or, to the best of the knowledge of the Company, threatened against the Company, which (i) seeks to or does restrain or enjoin the issuance or delivery of the Bonds or the execution and delivery of any of the Bond Documents, (ii) questions the validity or enforceability of the Bonds or any of the Bond Documents, (iii) questions the authority of the Company to own, lease or operate any of the Project Property, or (iv) if adversely determined, would have a material adverse effect on the Project Property or the Company's ability to perform its obligations under the Bond Documents.

(g) All necessary authorizations, approvals, consents and other orders of any governmental authority or agency for the execution and delivery by the Company of this Agreement and the Bond Purchase Agreement have been obtained and are in full force and effect.

(h) The Company acknowledges that the Issuer has made no warranty or representation, express or implied, that the amount in the Acquisition Fund, as defined in Section 701 of the Indenture, will be sufficient to pay the Related Costs or that the Project Property will be suitable for the Company's needs.

(i) The Company will not use or operate the Project, or permit the Project to be used or operated, in any way which would adversely affect the qualification of the Project as a "project" under the Act. None of the proceeds of the Bonds will be used to provide working capital.

(j) The acquisition, construction and installation of the Project Property by the Company and the operation thereof will comply in all material respects with applicable zoning, planning, building, environmental and other regulations of the governmental authorities having jurisdiction over the Facility, and all permits, licenses, consents and permissions necessary for the Facility have been or will be obtained in due course.

(k) The Project Property is located in that part of Torrance County which is outside the corporate limits of any municipality and is or will be an electric generation facility which does not require location approval and a certificate of convenience and necessity prior to construction or operation of the facility pursuant to the New Mexico Public Utility Act, Sections 62-3-1, et seq., NMSA 1978.

(l) No representation made by the Company in this Agreement and no statement made by the Company in any written information, material or report furnished to the Issuer or the Purchaser in connection with the transactions contemplated by this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the representation or statement, in light of the circumstances under which it is made, not misleading.

(m) The representations of the Company in this Section 3.2 and in any other instrument delivered by the Company in connection with the transactions contemplated by the Bond Documents will survive the execution and delivery of this Agreement, the issuance, sale and delivery of the Bonds for one year as representations of facts existing as of the date of execution and delivery of the Bond Documents or other instrument containing such representation.

**ARTICLE IV
THE PROJECT AND THE COMPANY**

Section 4.1. Acquisition, Equipping and Completion. The Company will acquire, construct and install the Project Property as agent for the Issuer under the Act and applicable TRD regulations. To the extent necessary, after all proceeds of the issuance of the Bonds have been exhausted, the Company will finance the completion of the Facility with other funds. The Project Property will at all times during the Term be located within Tarrant County, New Mexico. The Issuer makes no warranty that the proceeds of the issuance and sale of the Bonds will be sufficient to pay all the Related Costs. The Company will obtain at the necessary time all licenses and permits required for the occupancy and operation of the Project Property.

Section 4.2. Plans and Specifications; Changes. The Company may make changes, supplements, amendments and additions, omissions or substitutions for components of the Project Property without the approval of the Issuer or the Purchaser. If the Company elects to make any such change, supplement, amendment, addition, omission or substitution which would make the description of the Project Property contained in Exhibit A materially inaccurate, the Company will revise the description of the Project Property set forth in Exhibit A, accordingly and will deliver a copy of such revised Exhibit A, certified by an Authorized Company Representative, to the Issuer and the Purchaser. The Issuer and Company will take such further actions as necessary to effect such change including executing, delivering, and recording a bill of sale, assignment and any amendments to the Bond Documents. Notwithstanding the foregoing, the Company will not make any changes, supplements, amendments, additions, omissions, or substitutions or otherwise change or operate the Project Property or permit the Project Property or the Facility to be operated so as to cause the Project Property not to be a "project" within the meaning of the Act as in effect on the date of issuance of the Bonds, and the Company will not take or omit to take any action which will result in the Bond proceeds being applied in violation of the Bond Documents.

Section 4.3. No Warranty of Condition or Suitability by Issuer. THE COMPONENTS OF THE PROJECT PROPERTY HAVE BEEN DESIGNATED AND SELECTED BY THE COMPANY. THE ISSUER HAS NOT MADE AN INSPECTION OF ANY PORTION OF THE PROJECT PROPERTY. THE ISSUER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED OR OTHERWISE, WITH RESPECT TO ANY PORTION OF THE PROJECT PROPERTY OR THE LOCATION, USE, DESCRIPTION, DESIGN, MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, CONDITION OR DURABILITY OF THE SAME, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN THE SAME. ALL RISKS INCIDENT TO THE PROJECT PROPERTY ARE TO BE BORNE BY THE COMPANY. THE ISSUER WILL HAVE NO LIABILITY WITH REGARD TO OR ARISING OUT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE IN ANY PORTION OF THE PROJECT PROPERTY, WHETHER PATENT OR LATENT. THE PROVISIONS OF THIS SECTION 4.3 HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES OR REPRESENTATIONS BY THE ISSUER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PORTION OF THE PROJECT PROPERTY, WHETHER ARISING UNDER THE UNIFORM COMMERCIAL CODE OR ANY OTHER LAW NOW OR HEREAFTER IN EFFECT.

Section 4.4. Construction Completion Date. The Company will complete the Project as promptly as practicable and, in any event, by December 31, 2022. On the date the Project is complete and a certificate of occupancy has been obtained for the Facility (if such certificate is required to be obtained) (the “Construction Completion Date”), the Company will deliver to the Issuer and the Depository a certificate signed by an Authorized Company Representative stating that, except for specified amounts remaining in the Acquisition Fund for any specified Related Costs incurred by the Company but not then due and payable, the Project is complete and all costs of labor, services, materials and supplies in connection with the Project have been paid for or provisions have been made for their payment. After the transfer of remaining moneys in the Acquisition Fund to the Company pursuant to Section 706 of the Indenture, the Company will have sole responsibility for the payment of any Related Costs in excess of the amount specified to be retained in the Acquisition Fund. Upon completion, the Project Property will comply in all material respects with all building codes, and other laws, ordinances, rules and regulations applicable to the Project Property or the Facility.

Section 4.5. Gross Receipts and Compensating Tax. The Company, either on its own behalf or as agent for the Issuer pursuant to Section 4.1 and this Section, will file returns for reporting and paying compensating tax which is due because of the Project and promptly will pay, as a Related Cost, any gross receipts or compensating tax due from the Issuer under any such returns. To the extent consistent with or required by State law, the Issuer will cooperate with the Company in the obtaining of Nontaxable Transaction Certificates from the TRD for delivery to suppliers with respect to the Project Property as may be applicable under the New Mexico Gross Receipts and Compensating Tax Act. The Company shall take delivery of all Project Property as agent of the Issuer and may specify such agency relationship on all purchasing and delivery documentation corresponding to the Project Property. It is the intention of the Issuer and the Company that the Company shall be deemed to be acting as agent for the Issuer with respect to all purchases of Project Property on the terms set forth herein, even if certain purchasing and delivery documentation may not expressly disclose or identify such agency relationship. The Company will pay any gross receipts or compensating tax plus applicable penalty and interest which is found by the TRD to be due from the Company or the Issuer because of the purchase or use of the Project Property or any component of the Project Property by the Company or the Issuer. The Company, at its sole expense, may request any rulings from the TRD which the Company determines might be necessary or desirable to clarify the New Mexico gross receipts and compensating tax results of transactions related to the Project and may dispute, at its sole expense, in any manner authorized by the New Mexico Tax Administration Act, any gross receipts or compensating tax liability imposed on the Company or the Issuer because of the Project. The Issuer will, at the sole expense of the Company, join in any reasonable modifications to this Agreement which are necessary or desirable to obtain Nontaxable Transaction Certificates or otherwise reduce the gross receipts and compensating tax imposed on the Company or the Issuer as a result of or in connection with the acquisition, construction and installation of the Project Property and will otherwise cooperate with the Company to address any reasonable request of the Company regarding issues raised by TRD with respect to Non-Taxable Transaction Certificates. The Company will employ Nontaxable Transaction Certificates solely to purchase Project Property and will not employ Nontaxable Transaction Certificates for purchases after the Construction Completion Date or for purchases in amounts greater than the proceeds of the Bonds.

Section 4.6. Compliance With Law. The Company will obtain or cause to be obtained all necessary permits and approvals, for the occupancy, operation and maintenance of the Project Property and will comply in all material respects with all Applicable Environmental Laws and all lawful requirements of any governmental body, agency or department regarding the use, condition or operation of the Project Property. The Company may in good faith contest the validity or the applicability of any such requirement. During the period of such contest and any related appeal, this Section 4.6 will be deemed satisfied with respect to the requirement so contested.

To the extent that the use which the Company makes or intends to make of the Project Property will result in the manufacturing, treatment, refining, transportation, generation, storage, disposal or other release or presence of any hazardous substance or solid waste on or to the Project Property, such use will be in accordance with all applicable law, including any applicable regulations. For purposes of this paragraph, the terms "hazardous substance" and "release" will have the meanings specified in CERCLA, and the term "disposal" (or "disposed") will have the meaning specified in RCRA; provided, in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning will apply subsequent to the effective date of such amendment, and provided, further, to the extent that the laws of the State establish a meaning for "hazardous substance," "release," or "disposal" which is broader than that specified in either CERCLA or RCRA, such broader meaning will apply; provided, further, that the term "hazardous substance" will also include those listed in the U.S. Department of Transportation Table (49 C.P.R. 172.101) and amendments thereto from time to time.

The Company agrees to promptly notify the Purchaser and the Issuer of any violation of any Applicable Environmental Laws of which the Company becomes aware.

Company shall, at Company's sole cost and expense, remove or take remedial action with regard to any hazardous substance for which any removal or remedial action is required pursuant to any Applicable Environmental Laws. Company shall indemnify, defend, protect and hold the Issuer and the Issuer's commissioners, employees and agents free and harmless from any liability (including, without limitation, costs, reasonable attorneys and consulting fees, investigation, laboratory fees and litigation expenses) arising out of (a) a release of any hazardous substance in, on or under the Project Site or (b) the violation by Company or its employees, agents or contractors of any Applicable Environmental Laws. The indemnity obligations stated in this Section are in addition to the other indemnity obligations of Company hereunder, and shall survive the termination of this Agreement.

Section 4.7. Nuisance Not Permitted. The Company will use reasonable care to not commit a nuisance in connection with its use or occupancy of the Project Property.

Section 4.8. Taxes and Utility Charges. The Company will pay or cause to be paid, as and when due, (i) all taxes, assessments, and governmental and other charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project Property, (ii) all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project Property and (iii) all assessments and charges lawfully made by any governmental body for public improvements that may be secured by any lien on the Project

Property. The Company may, in good faith, contest the amount or validity of any such levy, tax, assessment or other charge by appropriate legal proceedings. During the period of such contest and any related appeal, this Section 4.8 will be deemed satisfied with respect to any such levy, tax, assessment or other charge so contested.

Section 4.9. Maintenance. The Issuer will not be under any obligation to, and will not, operate, maintain or repair the Project Property. The Company will, at its own expense, keep the Project Property in safe repair and in such operating condition as is needed for its operations. The Company will not be under any obligation to renew, repair or replace any inadequate, obsolete, worn out, unsuitable, undesirable, inappropriate or unnecessary equipment.

Section 4.10. Replacement and Removal of Project Property. The Company may replace or remove and/or sell, trade in, exchange or otherwise dispose of any machinery, equipment or fixtures constituting a part of the Project Property, without any responsibility or accountability to the Issuer, and thereby acquire title to such machinery, equipment or fixtures, provided that such replacement or removal will not change the nature of the Project as a qualified “project” as defined in and as contemplated by the Act. Upon request and at the expense of the Company, the Issuer will deliver to the Company appropriate instruments evidencing the acquisition by the Company of title to any machinery, equipment or fixtures permitted by this Section 4.10 to be so replaced or removed. The provisions of Article X govern the delivery and form of any such instruments. The removal from the Project of any portion of the equipment, if any, pursuant to the provisions of this Section will not entitle the Company to any abatement or diminution in amount of the Basic Rent, Additional Payments, School PILOTs or County PILOTs payable under this Agreement. The Company may acquire machinery, equipment or other property (other than fixtures) which does not constitute a part of the Project Property and title to any such property will not thereby be transferred to the Issuer.

Section 4.11. Eminent Domain; Damage; Destruction. The Company will give prompt notice to the Issuer and the Purchaser of any material damage to or destruction of the Project Property. If either the Issuer or the Company receives notice of the proposed taking of all or any part of the Project Property by Eminent Domain, it will give prompt notice to the other and the Purchaser. Any such notice will describe generally the nature and extent of such damage, destruction, taking or proposed taking. The Proceeds resulting from the exercise of Eminent Domain with respect to or from any damage to or destruction of all or any portion of the Project Property shall at the option of the Purchaser, be applied to the prepayment of the Bond or paid to the Company.

Section 4.12. Access and Inspection. The Company authorizes the Issuer and the Purchaser and their duly authorized agents during regular business hours, upon two (2) days prior written notice, (i) such rights of access to the Project Property as may be reasonably necessary to inspect the progress of the Project and (ii) the right of entry onto the Project Site for any purpose contemplated by this Agreement. Such rights of access and entry will not be terminated, curtailed or otherwise limited by any sale, assignment, lease or other transfer of the Project Property by the Company to any other Person.

Section 4.13. Assessment in the Company's Name. If this Agreement has not been terminated on or before the twenty-fifth anniversary of this Agreement, the Company will take all necessary action to have the Project Property assessed for property tax purposes in the name of the Company on or within 30 days before the twenty-fifth anniversary of this Agreement, and the Company will pay all ad valorem taxes on the Project Property from and after such date. If the Project Property must be conveyed to the Company to accomplish such assessment, the Company will promptly notify the Issuer and the Issuer will convey the Project Property to the Company, and this Agreement will thereafter be construed to be an installment sale agreement and all terms and provisions of this Agreement will remain in full force and effect. The provisions of Article X govern the manner and form of any such conveyance. Notwithstanding the foregoing, if the Company fails to take all necessary action to have the Project Property assessed for property tax purposes in the name of the Company thirty (30) days before or on the twenty-fifth anniversary of this Agreement, the Issuer may terminate this Agreement and execute, deliver and cause to be recorded, at the expense of the Company, a quitclaim deed, assignment of easements and a bill of sale with respect to the Project Property. In anticipation of the conveyance of the Project Property by the Issuer to the Company, the Issuer will, upon the request of the Company, deliver to an escrow agent agreed to by the Issuer and the Company appropriate documents, including, but not limited to, a quitclaim deed, special warranty deed, an assignment of easements and other real property rights and a bill of sale, prepared by the Company at the Company's expense, conveying to the Company the Issuer's interest in the Project Property; such documents to be delivered to the Company at the time of purchase of the Project Property.

Section 4.14. Use of Project Property.

(a) The Company will use the Project Property or cause the Project Property to be used continuously during the Term so as to constitute a "project" within the meaning of the Act as in effect on the date of issuance of the Bonds. As used in the first sentence of this Section 4.14(a), "continuously" means regularly and on a schedule consistent with that of similar facilities in the United States. Temporary cessation of operations shall not constitute a failure by the Company to comply with this Section 4.14(a) if such temporary cessation is (i) as a result of maintenance or retooling or for repair or replacement of facilities, or due to slack demand or other similar circumstances, in each case not exceeding fifteen (15) consecutive days (unless the Issuer agrees in writing to a longer period) or (ii) as a result of acts of God or the public enemy, labor disputes or strikes or for any other reason beyond the reasonable control of the Company.

(b) If the Company fails to comply with the first sentence of subsection (a) of this Section 4.14, the Company shall pay to the Issuer an amount equal to all ad valorem, gross receipts and compensating taxes abated as a result of the Project being owned by the Issuer less all amounts paid by the Company pursuant to Sections 6.4 and 6.5.

Section 4.15. Existence. Unless its successor or the transferee of its assets, as the case may be, assumes in writing all of the obligations of the Company under the Bond Documents, the Company will maintain its existence as a limited liability company and will not dispose of all or substantially all of its assets, other than through execution of this Agreement. The Company shall have the right to change its organizational structure if such a change is necessary to permit the Company as restructured to remain eligible for any tax credit, benefit or incentive for alternative

energy expenditure established by any local, state or federal government, provided such restructured organization assumes in writing all of the obligations of the Company under the Bond Documents. Original executed copies of such assumption will be delivered to each of the other Parties on or before the effective date of such succession or transfer. To the extent necessary under State law, the Company and its successors or transferees will become and remain authorized to transact business in the State and, if applicable, in good standing in the State.

Section 4.16 Insurance. The Company will keep the Project Property continuously insured against such risks and in such amounts, with such deductible provisions, as are customary in connection with the operation of facilities of the type, location and size comparable to the Project, as reasonably determined by the Company. Each policy of such insurance will show the Company as loss payee and the Issuer as an additional insured under such policies as the respective interests of such parties may appear. Such insurance may, to the extent permitted under applicable law, be provided by blanket policies maintained by the Company, by a captive insurance company controlled by the Company or through self-insurance. Such insurance will include extended coverage insurance and general liability insurance against liability for (i) claims for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition of the Project Property, and (ii) liability with respect to the Project Property under the workers' compensation laws of the State (unless the Company has complied with the requirements of the law of the State for self-insurance).

Section 4.17 Subleases; Granting and Release of Easements; Amending or Modifying Subleases and Easements. The Company may at any time or times cause to be granted subleases, easements, licenses, rights-of-way (temporary or perpetual and including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property included in the Project and such grant will be free from the lien or security interests created by the Indenture or this Agreement, or the Company may cause to be amended, modified or released existing subleases, easements, licenses, rights-of-way and other rights or privileges in the nature of easements, held with respect to any property included in the Project Property with or without consideration, and the Issuer agrees that it will, at the expense of the Company, execute and deliver any instrument necessary or appropriate to confirm and grant, amend, modify or release any such sublease, easement, license, right-of-way or other right or privilege upon receipt of: (i) a copy of the instrument of grant, amendment, modification or release, and (ii) a written application of the Company signed by an authorized representative of the Company requesting such instrument and stating (1) that such grant, amendment, modification or release is not detrimental to the proper conduct of the business of the Company, and (2) that such grant, amendment, modification or release will not impair the effective use or materially interfere with the operation of the Project Property; will not materially diminish or impair the security intended to be given by or under this Agreement or the Indenture and will not materially diminish or impair the obligations of the Company under this Agreement or the Indenture.

**ARTICLE V
LEASE; TERM; POSSESSION; RENT**

Section 5.1. Lease of the Project Property; Term.

(a) The Issuer hereby leases the Project Property to the Company pursuant to the terms of this Agreement. This Agreement shall become effective upon its execution and delivery, and the leasehold estate created hereby and the Term shall then begin, and subject to the provisions of this Agreement, the Term shall expire on the earlier of (i) _____, 2044 or (ii) on such earlier date as the payment or redemption and discharge of the whole amount of the principal and interest on the Bonds at the time outstanding shall have been made as provided in the Indenture, or on such earlier date as arrangements satisfactory to the Issuer and the Purchaser for such payment or redemption and discharge of the Bonds shall have been made. The parties acknowledge that the Company may pay, discharge and redeem the Bonds by offsetting amounts owed under the Bonds to the Purchaser against monies owed to the Company by the Purchaser, including but not limited to monies advanced by the Company to the Purchaser in anticipation of making Bond advances under the Indenture.

(b) Upon the termination of this Agreement, all right, title and interest of the Issuer and the Purchaser under this Agreement shall thereupon cease, terminate and become void, the Bonds shall cease to be entitled to any benefit under this Agreement, and, except as otherwise provided in Section 6.7, all covenants, agreements and obligations of the Company to the Purchaser, the Issuer (except for the provisions pertaining to Issuer indemnification), and with respect to the School District, the School PILOTs, shall thereupon cease, terminate and become void.

Section 5.2. Quiet Enjoyment. So long as no Event of Default has occurred and is continuing, the Issuer will not take any action, other than pursuant to Section 4.11 or Article VIII, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project Property during the Term (except as necessary with respect to Eminent Domain or condemnation for public projects and purposes) and will, at the request of the Company and at the Company's expense, including all expenses incident to any legal action, to the extent that the Issuer may lawfully do so, join in any legal action in which the Company asserts its right to such possession and enjoyment.

Section 5.3. Basic Rent and Additional Payments.

(a) The Company will pay to the Purchaser for the account of the Issuer such amounts at such times as are required to make all payments of principal of, interest on and redemption price of the Bonds in accordance with the terms of the Bonds and the Indenture as and when due (the "Basic Rent"), and the Company shall take all such actions relating to the withholding and reporting of interest as are required by the Internal Revenue Code of 1986, as amended. A copy of the anticipated payment schedule for the Bonds is attached hereto as Schedule 5.3(a). The parties acknowledge that the Company may pay, discharge and redeem the Bonds by offsetting amounts owed under the Bonds to the Purchaser against monies owed to the Company by the Purchaser, including but not limited to monies advanced by or on behalf of the Company to or on behalf of the Purchaser in anticipation of making Bonds advances under the Indenture.

(b) The Company will make payments (the "Additional Payments"): to or on behalf of the Issuer and the School Districts for all actual costs, expenses and taxes (including, but not limited to costs attributable to work performed by in-house staff and the fees of its outside

advisors including counsel and its financial advisor) paid or incurred by the Issuer or the School Districts in connection with (i) the discussion, review, negotiation, preparation, approval, execution and delivery of the Bonds, the Indenture, this Agreement, and the other documents and instruments related hereto and thereto through the Closing Date, all of which amounts shall be paid in full on or before the Closing Date, (ii) any amendments or modifications to any of the foregoing documents, instruments or agreements and the negotiation, preparation, approval, execution and delivery of any and all documents necessary to effect such amendments or modifications, (iii) the enforcement by the Issuer or the School Districts, during or after the Term of any of the rights or remedies of the Issuer or the School Districts under any of the foregoing documents, instruments or agreements including without limitation, costs and expenses of collection, whether or not suit is filed, (iv) the servicing and administration of the Bonds during the Term or thereafter, and (v) any requested subordination of the Issuer's interest in the Project Property to a Lender.

(c) Additional Payments that are not paid when due will bear interest at a rate equal to the prime rate as most recently published in the "Bonds, Rates and Yields" table of the Wall Street Journal, as in effect from time to time, plus 200 basis points until paid in full.

Section 5.4. Obligations Unconditional; Rights of Setoff.

(a) The obligation of the Company to pay Rent and to perform its other obligations under this Agreement is absolute and unconditional and, except as otherwise provided in 5.4(b) below, will not be subject to diminution by setoff, counterclaim, abatement or otherwise, whether as a result of Eminent Domain with respect to, damage to or destruction of or removal of all or any portion of the Project Property or any other event or condition. In the event the Issuer fails to perform its obligations under this Agreement, the Company may, subject to the limitations imposed by Section 11.3, institute such action against the Issuer as the Company may deem necessary to compel performance of those obligations of the Issuer set forth in Sections 4.5, 5.2, 7.1, 7.2, and Article X. The Company may also, at its own cost and expense and in its own name or, if necessary, in the name of the Issuer prosecute or defend any action or proceeding or take any other action involving third parties which the Company deems reasonably necessary in order to secure or protect its title to or its right of possession, occupancy and use of the Project Property. In such event, if no Event of Default has occurred and is continuing, the Issuer will cooperate with the Company, so long as it is not the adverse party, upon receipt of indemnity satisfactory to the Issuer against any out-of-pocket cost, expense (including reasonable counsel fees and expenses) or liability the Issuer may incur or suffer as a result of or in connection with such cooperation.

(b) Notwithstanding the above paragraph, it is the intention of this Agreement that the Company shall make Basic Rent payments to the Purchaser for the account of the Issuer, in such amounts and at such times as are required to make payments of principal of, interest on and redemption price of the Bond in accordance with the terms of the Bond Documents as and when due, and the parties acknowledge that all such Basic Rent payments may be offset against any monies due and payable to the Company from the Purchaser in connection with any funds advanced by or on behalf of the Company to or on behalf of the Purchaser in anticipation of any Advances to the Acquisition Account (as defined in the Indenture) as provided for under Section 702 of the Indenture. The Purchaser will look only to the Company for payment of the Bonds and upon the security granted in the Indenture for the Company's obligations under this Agreement.

As described in Section 7.1, the Issuer will assign and pledge to the Purchaser certain of its rights, title and interests in and to this Agreement including the right to receive payments of Basic Rent hereunder.

Section 5.5. Net Lease. This Agreement will be deemed and construed to be a “net lease,” and the Company will pay Rent, absolutely net, and except as set forth in Section 5.4(b) hereof, free of any deductions and without abatement, diminution or setoff.

ARTICLE VI SPECIAL COVENANTS

Section 6.1. Recording and Filing; Further Assurances. The Company will, at the expense of the Company, take all actions that at the time are and from time to time may be reasonably necessary to perfect, preserve, protect and secure the interests of the Issuer and the Purchaser in and to the Rent and in the Project Property, including, without limitation, the recordation of this Agreement and the Indenture, the filing of financing statements and continuation statements and the execution, acknowledgment, delivery, filing and recordation of such other instruments as may reasonably be required in carrying out the intention of or facilitating the performance of this Agreement.

Section 6.2. Claims; Liens. The Company will pay and discharge and will indemnify and hold harmless the Issuer from (a) any lien or charge upon payments by the Company to, or for the account of, the Issuer under this Agreement (other than the Indenture) and (b) any taxes, assessments, impositions and other charges in respect of the Project Property. If any such lien or charge upon payments, or any such taxes, assessments, impositions or other charges, are sought to be imposed, the Issuer will give prompt notice to the Company of any such lien, taxes, assessments, impositions or other charges of which the Issuer has actual notice, and the Company will have the sole right and duty to assume the defense of the same and will have the power to litigate, compromise or settle the same.

Section 6.3. Release and Indemnification.

The Company releases the Issuer, its Commissioners, officials, employees and agents (each an “Indemnitee”) from, and will indemnify each Indemnitee against all liabilities, claims, costs and expenses imposed upon, incurred or asserted against any Indemnitee on account of: (a) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the installation, maintenance, operation and use of the Project Property; (b) the inaccuracy of any representation by the Company (regardless of whether the Company was aware of such inaccuracy at the time the representation was made) or any breach or default on the part of the Company in the performance of any representation, covenant or agreement of the Company under this Agreement, or any related document, or arising from any acts or failure to act by the Company, or any of its agents, contractors, servants, employees or licensees; (c) the Company’s failure to comply with any requirements of this Agreement; (d) suits, legal or administrative proceedings, demands, losses, liabilities, damages, claims, causes of action, costs and expenses resulting from or in any way connected with the presence, release or disposal in or under the Project Site of, any hazardous substances (as defined in CERCLA), hazardous

wastes (as defined in RCRA), oils, radioactive materials, asbestos in any form or condition, any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials or substances within the meaning of any Applicable Environmental Law; (e) any liability, whether under federal or state securities laws or otherwise, that may arise as a result of inaccurate information supplied by the Company in connection with the issuance of the Bonds or any subsequent sale of the Bonds; (f) any other loss, claim, damage, penalty, liability, disbursement, litigation expenses and attorneys' fees or court costs arising out of or in any way relating to the execution or performance of this Agreement, actions taken under the Indenture, the issuance of the Bonds, the ownership or leasing of the Project Property or any other cause whatsoever pertaining to the Project Property; and (g) any claim, action or proceeding brought with respect to the matters set forth in clauses (a) through (f). The Issuer will not be liable to the Company, and the Company releases and discharges the Issuer from any liability for any and all losses, costs, expenses (including attorneys' fees), damages, judgments, claims and causes of action paid, incurred or sustained by the Issuer as a result of or relating to any action, or failure or refusal to act on the part of the Purchaser or the Depository with respect to the Bonds, the Bond Documents or the transactions contemplated thereby, including without limitation the exercise by the Purchaser of any of its rights thereunder. This Section 6.3 is not intended in any way to detract from provisions of the Bond Documents to the effect that the Issuer is not to incur any pecuniary liability with respect to the transactions contemplated by the Bond Documents.

Notwithstanding the fact that it is the intention of the parties that the Issuer will not incur pecuniary liability by reason of this Agreement or the undertakings of the Issuer under this Agreement, by reason of the issuance of the Bonds, the execution of the Bond Documents, the performance of any act required of it by the Bond Documents, the performance of any act related to the Bond Documents or the Bonds requested of it by the Company or its position as owner or lessor of the Project Property, nevertheless if the Issuer incurs any such pecuniary liability or the same is claimed or sought, then in such event the Company will indemnify and hold harmless the Issuer against all claims by or on behalf of any person arising out of the same and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice from the Issuer, the Company will defend the Issuer in any such action or proceeding.

In case any action or proceeding is brought against any Indemnitee in respect of which indemnity may be sought hereunder, such Indemnitee will give notice of the action or proceeding to the Company, and the Company, upon receipt of that notice, will have the obligation and the right to assume the defense of the action or proceeding; provided that failure of an Indemnitee to provide such notice will not relieve the Company from any of its obligations under this Section unless that failure prejudices the defense of the action or proceeding by the Company, in which case the liability of the Company under this Section shall be reduced only by an amount equal to the amount of the loss sustained by the Company solely as a result of such failure to notify. The Company will have no obligation to indemnify any Indemnitee with respect to any settlement entered into by such Indemnitee without the prior consent of the Company (which consent will not be unreasonably withheld).

The provisions of this Section will be enforceable by the Issuer to the full extent permitted by law, but will not include the gross negligence or willful misconduct of the Indemnitees. The

provisions of this Section will survive the payment of the Bonds and the termination of this Agreement.

Section 6.4. Payments to Issuer. So long as this Agreement remains in effect, the Company shall pay the County PILOT to the Issuer, on the first anniversary of this Agreement and, thereafter, on each succeeding anniversary of this Agreement until this Agreement is terminated or expires (each such payment date, a “PILOT Payment Date”). The payment provisions of this Section 6.4. may be amended by mutual agreement of the Company and the Issuer. In the event payment of any such PILOT is not made when due, the Issuer may impose a late fee equal to five percent (5%) of the amount not paid.

Section 6.5. Payments to School District. So long as this Agreement remains in effect, the Company shall pay the School PILOT to the School District on each PILOT Payment Date. The School PILOT has been negotiated with the School District and fully satisfies the requirements of Section 4-59-4(A) NMSA, 1978, as amended and supplemented. The payment provisions of this Section may be amended by mutual agreement of the Company, the Issuer and the School District. In the event payment of any such PILOT is not made when due, the School District may impose a late fee equal to five percent (5%) of the amount not paid.

ARTICLE VII ASSIGNMENT, LEASING AND SELLING

Section 7.1. Assignment of Rights by the Issuer. Concurrently with issuance of the Bonds, the Issuer will assign to the Purchaser certain of the Issuer’s rights, title and interests in and to this Agreement, pursuant to the Indenture, as security for payment of the principal of, interest on and redemption price of the Bonds. Thereafter, the Purchaser will be vested with, and authorized to exercise, such rights of the Issuer and the Purchaser under this Agreement. The Company consents to such assignment.

Section 7.2. No Other Transfer by Issuer. Except for the assignment described in Section 7.1 and Article X hereof or transfer to the Company in accordance with Section 4.13 or 8.3, the Issuer will not sell, assign, transfer or convey its rights, title or interests in this Agreement or the Project Property, or its obligations under this Agreement. Except for liens created or permitted by the Company, the Issuer will not cause or create any liens on the Project Property or the Project Site and will cooperate with the Company to defend the Project Property, the Project Site and the Company from and against any claims of lien.

Section 7.3. Assignment, Lease, Mortgage and Sale by the Company. The rights of the Company under this Agreement may be assigned, and the rights of the Company in the Project Property may be assigned, subleased, mortgaged or sold as a whole or in part by the Company. The Company may, without the consent of the Issuer, sublease, mortgage or sell the Project Property and assign its rights under this Agreement, in whole or in part. Notwithstanding the foregoing, any assignment, sublease, mortgage or sale of Project Property which purports to relieve the Company from liability for making payments of Rent and for the performance of its other obligations under this Agreement and its obligations for the Project Property, will require the assumption in writing by any assignee, sublessee or purchaser of the obligations of the Company

under this Agreement, and, only to the extent of the Company's relief from liability for making payments of Rent and for the performance of its other obligations under this Agreement and its obligations for the Project Property, the consent of the Issuer. Any mortgagee or assignee that does not directly hold an interest in the Project Property or whose interest is held solely for security purposes shall have no obligation or liability under this Agreement prior to the time the mortgagee or assignee directly holds an interest in this Agreement or the mortgagee or assignee directly succeeds to absolute title to the Company's interest. A mortgagee or the assignee shall be liable to perform obligations under this Agreement only for and during the period it directly holds such interest or absolute title; provided, however, that such liability shall not include any liability for claims of the Issuer against the Company arising from the Company's failure to perform during the period prior to such mortgagee's or assignee's succession to the Company's interest in and under this Agreement.

Section 7.4 Leasehold Security Deeds / Cooperation of Issuer. The Issuer acknowledges the right of the Company to mortgage and/or give security interests in this Agreement under one or more leasehold security deeds (as the same may be amended, modified, consolidated, extended or refinanced, collectively, the "Leasehold Security Deed") and assign this Agreement, or any part or parts thereof, as collateral security for the Leasehold Security Deed. The Issuer hereby agrees to and will, at the Company's option and at the Company's sole expense, join in the Leasehold Security Deed in order to subject its fee interest in the Project to the lien of such Leasehold Security Deed provided that such Leasehold Security Deed will be fully non-recourse to the Issuer and the Issuer will, subject to obtaining all necessary approvals of the Issuer's County Commission to the extent required under applicable state laws, deliver such resolutions, or other documents or instruments as the holder of the Leasehold Security Deed reasonably requires in connection therewith. If the Company gives a Leasehold Security Deed with respect to this Agreement, or any part or parts hereof, the holder of the Leasehold Security Deed (the "Leasehold Mortgagee") will provide the Issuer and the Purchaser (as assignee of the Issuer under the Indenture) with notice of the Leasehold Security Deed and the name and address of the Leasehold Mortgagee.

Section 7.5 Company Financing Liens. The Company may from time to time grant one or more Company Financing Liens. The Issuer shall reasonably cooperate, at the expense of the Company, in connection with any such grant. In addition, the Issuer will grant such Company Financing Liens on its interest in the Project Property as the Company may from time to time reasonably request, all at the Company's expense, and only so long as the such Company Financing Lien does not involve any pecuniary liability or obligation of the Issuer except with respect to the Project Property and the application of the revenues therefrom.

ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES

Section 8.1. Events of Default Defined. Each of the following events is an "Event of Default":

(a) Failure by the Company to (i) make any Rent payment (excluding PILOT payments) or Additional Payments when due which continues unremedied for a period of 30 days after the provision by the Issuer, the School District or the Purchaser of written notice of non-

payment, or (ii) make any PILOT payment when due which continues unremedied for a period of 15 days after the provision by the Issuer, the School District or the Purchaser of written notice of non-payment.

(b) Any representation of the Company in any Bond Document or in any document or agreement delivered to any of the other Parties in connection with the transactions contemplated by any Bond Document proves to have been incorrect in any material respect when made and remains incorrect for a period of 30 days after written notice specifying such error and requesting that it be remedied is given by the Issuer unless such error cannot be remedied within 30 days and the Company has instituted corrective action within 30 days after such notice and diligently pursues such action until such failure is remedied.

(c) A decree or order for relief by a court of competent jurisdiction is entered in an involuntary case under any federal or state bankruptcy, insolvency or similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Company or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days, or the commencement by the Company of a voluntary case under such law, or the consent by the Company either to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Company or for any substantial part of its property, or the making by it of any assignment for the benefit of creditors, or the taking of action by the Company to authorize or effect any of the foregoing. Provided, however, neither the bankruptcy nor the insolvency of the Company shall be grounds for default as long as all Basic Rent payments, PILOT payments and Additional Payments, and all other monetary charges payable by the Company under this Agreement are paid in accordance with this Agreement.

(d) Failure by the Company to perform any of its obligations under this Agreement, other than the payment of Basic Rent, PILOT payments and Additional Payments for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to the Company by the Issuer or the Purchaser, unless such failure is of a type which cannot be reasonably remedied within 30 days and the Company has instituted corrective action within 30 days after such notice and diligently pursues such action until such failure is remedied.

Section 8.2. Remedies on Default. If an Event of Default occurs and is continuing, the Purchaser (or its assignee), as the assignee of the Issuer under the Indenture and on behalf of the Issuer, may, but is not required to, take any one or more of the following remedial steps:

(a) By written notice to the Company declare all amounts of Basic Rent payable for the remainder of the Term as are required to provide for the Payment of the Bond and all Additional Payments then owed to be immediately due and payable, whereupon the same will be immediately due and payable; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the Rent then due and thereafter to become due or to enforce the performance and observance of any obligation of the Company under this Agreement or the Indenture; or

- (c) Exercise any remedies provided for in the Indenture; or
- (d) Terminate this Agreement.

As the assignee of the Issuer, subject to Section 8.3, the Purchaser (or its assignee) has the sole right and responsibility for the exercise of any remedies if an Event of Default occurs and is continuing.

Section 8.3. Issuer Remedies. If:

- (a) the Company fails to comply with its obligations set forth in Sections 4.4, 4.5, 4.6, 4.7, 4.8, 4.12, 4.13, 4.14, 4.15, 4.16, or 6.3, and such failure continues for 30 days after the Issuer gives the Company written notice of such failure; or
- (b) the Company fails to comply with its obligations under 5.3(b), 6.4 or 6.5 and such failure continues for 10 days after the Issuer or Purchaser or its assignee gives the Company written notice of such failure; or
- (c) any representation of the Company in any Bond Document or any document or agreement delivered to any of the other Parties in connection with the transactions contemplated by the Bond Documents proves to have been incorrect in any material respect when made;

then, subject to Section 8.6 hereof, the Issuer may, in addition to exercising any other remedy, take whatever action at law or in equity is necessary to enforce the performance of the obligations of the Company under Sections 4.5, 4.6, 4.7, 4.8, 4.12, 4.13, 4.14, 4.15, 4.16, 5.3(b), 6.3, 6.4, and 6.5, as applicable. The Issuer's rights to enforce the Company's obligations under Sections 4.5, 4.6, 4.7, 4.8, 4.12, 4.13, 4.14, 4.15, 4.16, 5.3(b), 6.3, 6.4 and 6.5 are not assigned to the Purchaser under the Indenture. In addition, the Issuer may also immediately terminate this Agreement and reconvey the Project Property to the Company. Provided however if any conditions described in paragraphs 8.3(a) (b) or (c) cannot be cured within the time allotted for cure, if the Company initiates and proceeds with due diligence to effect a cure, a default will not be deemed to have occurred as long as the Company cures the default.

Section 8.4. Notice of Default. The Company will promptly give notice to the Purchaser and Issuer of the occurrence of any Event of Default or an event or condition (of which it has actual knowledge) which, with the passage of time or the giving of notice, or both, and in the absence of any corrective action, would result in an Event of Default.

Section 8.5. Agreement to Pay Attorneys' Fees and Expenses. If an Event of Default, or an event which with the giving of notice or the passage of time, or both, would constitute an Event of Default, occurs, and the Issuer incurs expenses, including attorneys' fees, in connection with the enforcement or administration of this Agreement, the Company will reimburse the Issuer for the reasonable expenses so incurred, upon request. Such amounts are deemed to be Additional Payments under Section 5.3.

Section 8.6. Right to Cure Defaults.

(a) To prevent termination of this Agreement, the Purchaser, any Institutional Investor and any mortgagee or assignee of the Company that holds an interest in the Project Property as security shall have a right, but not the obligation, at any time to perform any act necessary to cure any default and to prevent the termination of this Agreement. The Issuer will not terminate or suspend its performance under this Agreement until it first gives written notice of such default to the Purchaser, and any Institutional Investor and any mortgagee or assignee of which the Issuer has been given written notice and allows the Purchaser, any Institutional Investor and such mortgagee or assignee the right to cure such default within the applicable cure period under this Agreement. In addition, if the Purchaser, any Institutional Investor or such mortgagee or assignee gives the Issuer written notice prior to the expiration of the applicable cure period of the Purchaser's, any Institutional Investor's or such mortgagee's or assignee's intention to cure such default (which notice shall include a reasonable description of the time during which it anticipates to cure such default) and is diligently proceeding to cure such default, notwithstanding the applicable cure period under this Agreement the Purchaser, any Institutional Investor or the mortgagee or assignee shall have a period of sixty (60) days (or if such default is for failure by the Company to pay an amount to the Issuer which is due and payable under this Agreement, thirty (30) days) from the Purchaser's, any Institutional Investor's or the mortgagee's or assignee's receipt of the notice of such default from the Issuer to cure such default.

(b) If any default by the Company under this Agreement cannot be cured without obtaining possession of all or part of the Project Property, then any such default shall be deemed remedied if the Purchaser, any Institutional Investor, a mortgagee or assignee (a) in the time period provided in Section 8.3(a) and 8.3(b) and 8.6(a) (including the aggregate cure period provided under Section 8.6(a)) begins appropriate judicial or non-judicial proceedings to obtain the same; (b) diligently prosecutes any such proceedings to completion; and (c) after gaining possession of all or part of the Project Property, diligently proceeds to cure and perform all other obligations as and when the same are due in accordance with the terms of this Agreement. If the Purchaser, any Institutional Investor, a mortgagee or assignee is prohibited by any Court or by operation of any bankruptcy or insolvency laws from commencing or prosecuting the proceedings described above, the period specified above for commencing proceedings shall be extended for the period of such prohibition.

(c) If the Purchaser, any Institutional Investor, mortgagee or assignee (or a receiver requested by a mortgagee) succeeds to the interest of the Company in the Project Property, such successor party shall pay or cause to be paid the Basic Rent, PILOT payments, Additional Payments and all other monetary charges payable by the Company under this Agreement from the date in which the Purchaser, Institutional Investor, mortgagee or assignee (or a receiver requested by a mortgagee) succeeds to such interest and those which accrue thereafter during the term of this Agreement.

Section 8.7. Discontinuance of Proceedings on Default; Position of Parties Restored.

In case the Issuer shall have proceeded to enforce any right under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Issuer, then and in every such case, unless otherwise determined in

such proceeding or agreed by the Issuer and the Company, the Issuer and the Company will be restored to their former positions and rights under this Agreement with respect to the Project Property and all rights, remedies, and powers of the Issuer will continue as if no such proceedings had been taken.

Section 8.8. Proofs of Claim. In the case of any insolvency, bankruptcy, reorganization, arrangement, adjustment, composition, or other judicial proceedings affecting the Company, the Issuer will, to the extent permitted by law, be entitled to file such proofs of claims and other documents as may be necessary or advisable in order to have claims of the Issuer allowed in such proceedings for the entire amount due and payable by the Company to the Issuer under this Agreement, as the case may be, at the date of the institution of such proceedings and for any additional amounts which may become due and payable after such date.

ARTICLE IX PREPAYMENTS

The Company may at any time (including after the occurrence and during the continuance of an Event of Default) and for any reason cause all or any portion of the Bond to be redeemed in accordance with the provisions of the Indenture by giving notice of such redemption to the Issuer, the Purchaser and, if there are monies on deposit in the Acquisition Account (as defined in the Indenture), to the Depositary not less than forty-five (45) days before the redemption date. Such notice will specify the redemption date and the principal amount of the Bonds to be redeemed. On the redemption date the Company will prepay the Rent in an amount equal to such principal amount plus accrued interest on such principal amount to the redemption date by payment of such amounts to the Purchaser, will pay all Additional Payments, plus interest, if any, owed to the Issuer, will pay all PILOT payments, if any, owed to the Issuer and the School District, and will pay all payments due under Section 6.7. The parties acknowledge that the Company may prepay, pay, discharge and redeem the Bonds by offsetting amounts owed under the Bonds to the Purchaser against monies owed to the Company by the Purchaser, including but not limited to monies advanced by the Company to the Purchaser in anticipation of making Bond advances under the Indenture.

ARTICLE X PURCHASE OF PROJECT PROPERTY

The Company will purchase and the Issuer will sell the Project Property for \$1.00 at the expiration or sooner termination of the Term. The Company will give written notice to the Issuer and to the Purchaser, if the Bonds are then unpaid or provision for their payment has not been made, and will specify therein the date of termination and closing such purchase which date shall be the same date and which date will be not less than 15 nor more than 90 days from the date such notice is mailed. At the closing of such purchase, the Issuer will, upon receipt of the purchase price, deliver to the Company or its nominee appropriate documents, including, but not limited to, a deed, and a bill of sale, prepared by the Company at the Company's expense, conveying to the Company without representation or warranty the Issuer's interest in the Project Property, as it exists at the time of such purchase, subject only to: (i) those liens and encumbrances, if any, to which the Project Property was subject when conveyed to the Issuer; (ii) those liens and

encumbrances created by the Company and/or to the creation or suffering of which the Company consented; (iii) those liens and encumbrances resulting from the failure of the Company to perform any of its obligations under this Agreement; and (iv) any other lien arising as a matter of law. The Company may exercise its rights under this Article X, whether or not a Default or an Event of Default has occurred and is continuing, so long as all Additional Payments and PILOT payments due to the Issuer and the School Districts are paid on or before the date of closing of such purchase. If the Company fails to take all necessary action to have the Project Property assessed for tax purposes in the name of the Company at the expiration of the Term, the Issuer may execute, deliver and cause to be recorded, at the expense of the Company a bill of sale with respect to the Project Property and other appropriate documents reflecting the termination of this Agreement.

If at the time of closing the Indenture has not been satisfied in full and released of record, a release by the Purchaser of the Indenture will also be delivered to the Company (or its designee).

The right to prepay granted to the Company in this Agreement is and will remain prior and superior to the Indenture.

ARTICLE XI MISCELLANEOUS

Section 11.1. Remedies. No right or remedy conferred on any Party in this Agreement is intended to be exclusive of any other right or remedy conferred on such Party in this Agreement. Except as provided in Section 11.3, each such right or remedy is in addition to every other right or remedy provided in any of the Bond Documents or by law; provided, that the remedies of Purchaser and/or Issuer in respect of an Event of Default or other breach of any Bond Document by the Company shall be limited in all cases to those expressly provided in Article VIII hereof. No delay or omission of any Party to exercise any such right or remedy will impair any such right or remedy or be construed to be a waiver. Every such right or remedy may be exercised from time to time and as often as the relevant Party may deem expedient. No waiver by any Party of any right or remedy with respect to any Default or Event of Default will extend to or affect any other existing or subsequent Default or Event of Default.

Section 11.2. Beneficiaries. Nothing in this Agreement expressed or implied is intended or is to be construed to confer upon any Person other than the Parties and their successors and assigns (and, in the cases of Section 6.3 of this Agreement, the Indemnitees, and Section 6.4, the School Districts) any right, remedy or claim, legal or equitable.

Section 11.3. Limitation of Issuer's Liability. No agreements or provisions contained in the Bond Documents nor any agreement, covenant or undertaking by the Issuer contained in any document executed by the Issuer in connection with any property of the Company financed, directly or indirectly, out of Bond proceeds or the issuance, sale and delivery of the Bonds will give rise to any pecuniary liability of the Issuer, its officials, employees, agents or members of its governing body or constitute a charge against the Issuer's general credit, or obligate the Issuer financially in any way, except with respect to the revenues available under this Agreement or under the Indenture provided by the Company and pledged to the payment of the Bonds, and their application as provided under the Indenture. No failure of the Issuer to comply with any terms,

covenants or agreements in this Agreement or in any document executed by the Issuer in connection with the Bonds will subject the Issuer, its officials, employees, agents and members of its governing body to any pecuniary charge or liability except to the extent that the same can be paid or recovered from the revenues available under this Agreement or under the Indenture provided by the Company and pledged to the payment of the Bonds. Nothing in this Agreement will preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Issuer for any failure to comply with any term, condition, covenant or agreement herein or in the Indenture; provided, that no costs, expenses or other monetary relief will be recoverable from the Issuer except as may be payable from the funds available under this Agreement or under the Indenture provided by the Company and pledged to the payment of the Bonds.

Notwithstanding any other provisions of this Agreement, none of the provisions of this Agreement shall require the Issuer to expend or risk its own funds or to otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder unless it shall have first been adequately indemnified to its satisfaction against the cost, expense and liability which may be incurred thereby.

Section 11.4. No Violation of Public Policies Regarding Indemnity. To the extent, if at all, a court of competent jurisdiction determines that Section 56-7-1 NMSA 1978 applies to any indemnification provisions in this Agreement, including certain types of insurance coverage as set forth in Section 56-7-1 NMSA 1978, such provisions shall not apply to or extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the indemnitee or additional insured, as the case may be, its officers, employees or agents and shall further be limited, if required, by the provisions of Section 56-7-2 NMSA 1978.

Section 11.5. Notices. Any notice, demand, direction, request, consent, approval, report or other instrument authorized or required by this Agreement or the Bond Ordinance to be executed, given or filed will be in writing and will be deemed to have been sufficiently given or filed for all purposes of this Agreement when delivered by hand delivery or by overnight courier or on the third business day following the day on which the same has been mailed by registered or certified mail, postage prepaid, addressed as follows:

If to the Issuer: Torrance County, New Mexico

If to the Purchaser: NMRD Data Center II --Britton, LLC
 c/o NM Renewable Development Data Center II, LLC

If to the Company: NM Renewable Development Data Center II, LLC

Any Party may, by notice to the other Parties, designate any further or different addresses to which subsequent notices, certificates or other communications are to be sent.

Section 11.6. Severability. In case any one or more of the provisions of this Agreement is for any reason held to be illegal or invalid, such illegality or invalidity will not affect any other

provision of this Agreement, but this Agreement will be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement of the Issuer or the Company contained in this Agreement is for any reason held to be in violation of law, then such covenant, stipulation, obligation or agreement will be deemed to be the covenant, stipulation, obligation or agreement of the Issuer or the Company to the full extent permitted by law.

Section 11.7. Successors. Wherever the Issuer is referred to in this Agreement, it will be deemed to include its successors and all covenants and agreements in this Agreement will bind and inure to the benefit of the Issuer's successors. Wherever the Company is referred to in this Agreement, it will be deemed to include its successors in interest to the Project Property and all covenants and agreements in this Agreement will bind and inure to the benefit of such successors.

Section 11.8. Title, Headings. The title and headings of the articles, section and subdivisions of this Agreement have been used for convenience only and do not modify or restrict any of the terms or provisions of this Agreement.

Section 11.9. Execution in Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together will constitute one instrument.

Section 11.10. Applicable Law. The validity, construction and effect of this Agreement will be governed by the law of the State of New Mexico applicable to agreements made and to be performed in the State of New Mexico.

Section 11.11. Obligations of Issuer Not Obligations of Officials Individually. No obligation under any of the Bond Documents or the Bonds will be deemed to be an obligation of any present or future officer (including, without limitation, County Commissioners) or employee of the Issuer in his or her individual capacity, and no officer of the Issuer who executes the Bonds will be personally liable on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 11.12. Payments Due on Days That Are Not Business Days. If the date for any payment due hereunder is not a Business Day, as defined in the Indenture, then such payment will be made on the next Business Day and no interest on such payment will accrue for such period.

Section 11.13. Federal Income Tax Treatment of Lease. The Issuer and the Company acknowledge that this Agreement constitutes a financing for federal income tax purposes and not a lease of the Project Property, to the extent permitted by law. The Issuer and the Company further acknowledge that the Company shall, to the extent permitted by law, be entitled to all federal income tax attributes attributable to ownership of the Project Property, including the right to claim depreciation or cost recovery deductions and the right to claim any federal tax credits (or federal grants in lieu thereof) arising from ownership of the Project Property. Each of the Issuer and the Company agree not to file tax returns inconsistent with this Section 11.13.

Section 11.14. Amendments. Except for Section 6.5 which may be amended only by an instrument executed by the applicable School District, the Company and the Issuer, this Agreement

may be amended only by an instrument executed by the Issuer and the Company and consented to by the Purchaser.

Section 11.15. Further Assurances and Corrective Instruments. The Issuer and the Company agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements and amendments to this Agreement and such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.

The Company may cause a memorandum of this Agreement, in form and substance satisfactory to the Company and the Issuer, in the Issuer's reasonable judgment, to be kept, recorded and filed in such manner and in such places as may be required by law to fully evidence, preserve and protect the leasehold estate of the Company.

[SIGNATURE PAGES FOLLOW]

DATED AS OF _____, 2019.

(SEAL)

BOARD OF COUNTY COMMISSIONERS,
TORRANCE COUNTY, NEW MEXICO

Attest:

Torrance County Clerk

By _____
Its Chair

STATE OF NEW MEXICO)
)
COUNTY OF TORRANCE)

This instrument was acknowledged before me on this _____ day of _____, 2019, by _____, as Chair of the Torrance County Board of County Commissioners, governing body of Torrance County, a political subdivision of the State of New Mexico.

Notary Public

My Commission Expires: _____

(Signature Page for Lease Agreement)

EXHIBIT A
Project Property and Project Site

Project Property:

All solar generation equipment including solar tracking hardware and software, photovoltaic panels and inverters, support structures, and associated electrical generation equipment used to generate electricity from solar energy and related equipment including transformers, circuit breakers and switching and metering equipment used to connect the solar electrical generation plant to the electric grid and all other equipment and personal property which is now or hereafter acquired with Bond Proceeds and located at the Project Site.

Project Site:

The remainder of the Tract designated "3-B" located within the North Half (N1/2) of Section Eight (8) and the Southeast Quarter (SE1/4) of Section Five (5), Township Nine (9) North, Range Eight (8) East, NMPM Torrance County that is not located within the City of Moriarty

AND

The remainder of the Tr 3-A within N1/2 Sec 8 and SE1/4 Sec 5, Township 9 North, Range 8 East NMPM Torrance County that is not located within the City of Moriarty

AND

Tr. A-2, Lands/Current & A-1-A, Lands/Burson, Section 9, Township 9 North, Range 8 East. NMPM Torrance County

SCHEDULE 5.3(a)

PAYMENT SCHEDULE
 TORRANCE COUNTY, NEW MEXICO
 TAXABLE INDUSTRIAL REVENUE BOND
 (NM RENEWABLE DEVELOPMENT DATA CENTER II, LLC PROJECT)
 SERIES 2019-\$60,000,000

<u>Year</u>	<u>Maximum Total Debt Service</u>	<u>Principal Payments Required in such Period</u>	<u>Maximum Interest for such Period</u>
2020	2,400,000	0	2,400,000
2021	2,400,000	0	2,400,000
2022	2,400,000	0	2,400,000
2023	2,400,000	0	2,400,000
2024	2,400,000	0	2,400,000
2025	2,400,000	0	2,400,000
2026	2,400,000	0	2,400,000
2027	2,400,000	0	2,400,000
2028	2,400,000	0	2,400,000
2029	2,400,000	0	2,400,000
2030	2,400,000	0	2,400,000
2031	2,400,000	0	2,400,000
2032	2,400,000	0	2,400,000
2033	2,400,000	0	2,400,000
2034	2,400,000	0	2,400,000
2035	2,400,000	0	2,400,000
2036	2,400,000	0	2,400,000
2037	2,400,000	0	2,400,000
2038	2,400,000	0	2,400,000
2039	2,400,000	0	2,400,000
2040	2,400,000	0	2,400,000
2041	2,400,000	0	2,400,000
2042	2,400,000	0	2,400,000
2043	2,400,000	0	2,400,000
2044	62,400,000	60,000,000	2,400,000



*Agenda Item
No. 11-A*

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**TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. AR 2019-**

**A RESOLUTION ESTABLISHING A MILEAGE AND PER DIEM POLICY FOR
TORRANCE COUNTY EMPLOYEES AND ELECTED OFFICIALS**

WHEREAS, the Torrance County Board of Commissioners is authorized to adopt regulations regarding the implementation of the State of New Mexico Mileage and Per Diem Act NMSA (1978) § 10-8-1 et. seq.; and

WHEREAS, travel within is often required for training and educational purposes and has a direct benefit to the people of Torrance County; and

WHEREAS, the Board of County Commissioners approves an annual budget that includes training and travel for the benefit of the County and its residents; and

WHEREAS, frequently training opportunities require county employees and elected officials to travel most often within the state, but also out-of-state; and

WHEREAS, management is responsible for identifying training opportunities for the purpose of improving operational efficiency and effectiveness; and

WHEREAS, the County Commission has assigned the County Manager the responsibility and the authority to make day-to-day operational decisions consistent with the directives of the Board of County Commissioners; and

WHEREAS, Torrance County's mileage and per diem policies must comply with state statute and rules promulgated by the New Mexico Department of Finance and Administration.

NOW, THEREFORE BE IT RESOLVED Resolution 2011-31 is hereby rescinded.

FURTHER, the Torrance County Board of Commissioners hereby adopts as the Torrance County Travel Policy the rules and regulations promulgated by the New Mexico Department of Finance and Administration NMAC (1978) § 2.42.2.1 et. seq.

**CONTINUATION PAGE 2, ADMINISTRATIVE RESOLUTION NO. _____
A RESOLUTION ESTABLISHING A MILEAGE AND PER DIEM POLICY FOR
TORRANCE COUNTY EMPLOYEES AND ELECTED OFFICIALS**

1 **ADDITIONALLY**, the County Manager is identified as the “Agency Head” for the
2 purpose of implementing this policy.

3 **DONE THIS 10th DAY OF APRIL, 2019.**

4
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6 **APPROVED AS TO FORM ONLY:** **BOARD OF COUNTY COMMISSIONERS**

7
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9 _____
County Attorney Date

Ryan Schwebach, Chair

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Kevin McCall, Member

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Javier Sanchez, Member

14 **ATTEST:**

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Linda Jaramillo, County Clerk

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Date: _____



*Agenda Item
No. 11-B*

**TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. AR 2019-**

THE TORRANCE COUNTY INFORMATION TECHNOLOGY POLICY

WHEREAS, information is critical to the services provided by the county; and

WHEREAS, Torrance County utilizes significant Information Technology (IT) resources to receive, store, and analyze data provided by and generated for public benefit; and

WHEREAS, a significant amount of sensitive and personal data is stored on county servers, desktops, dedicated systems, and other devices; and

WHEREAS, the County is responsible for safeguarding documents, data, and information received in the process of serving the public; and

WHEREAS, a large portion of the data and information received by the County is subject to the Inspection of Public Records Act and other state and federal regulations regarding retention and disclosure; and

WHEREAS, devices purchased using public dollars for advancing the public mission of Torrance County are public property and expected to be used for the public purposes;

NOW, THEREFORE BE IT RESOLVED The Torrance County Board of Commissioners does hereby adopt the attached "Torrance County Information Technology Policy" and rescinds any previous resolution or policy.

DONE THIS 10th DAY OF APRIL, 2019.

APPROVED AS TO FORM ONLY:

BOARD OF COUNTY COMMISSIONERS

County Attorney

Date

Ryan Schwebach, Chair

Kevin McCall, Member

Javier Sanchez, Member

ATTEST:

Linda Jaramillo, County Clerk

Date: _____

Torrance County
Information Technology
Policy

PURPOSE

To communicate the rights and responsibilities of employees using TORRANCE COUNTY's Information Technology (IT) resources, including, but not limited to, TORRANCE COUNTY computers, telephones, email accounts, internet, intranet, software, networks, databases or any TORRANCE COUNTY electronic device.

This policy governs the use of all information technology equipment and resources owned, operated, purchased or approved by TORRANCE COUNTY. Other TORRANCE COUNTY policies, such as the "Code of Conduct" and "Harassment" may also apply. To the extent this policy is inconsistent with the provisions of New Mexico Administrative Code, which governs internet, intranet, email, and digital network usage, the Code takes precedence.

POLICY

- A.** The Information Technology (IT) contractor will maintain all servers, desktop computers, laptops, TORRANCE COUNTY employee account information, and network peripherals.
- B.** Saving data on TORRANCE COUNTY's network drives, rather than personally assigned desktop computer drives, is essential to the efficiency and productivity of TORRANCE COUNTY. All employees should take appropriate measures to save TORRANCE COUNTY related data, work product, and records on the TORRANCE COUNTY's network drives to ensure the integrity of the data and to meet retention guidelines.
- C. Privacy**
 - a. TORRANCE COUNTY employees have **NO** expectation of privacy with respect to usage of county information technology equipment or resources.
 - i. Password/access codes and all matters generated or stored on TORRANCE COUNTY information technology equipment is the property of the TORRANCE COUNTY and State of New Mexico.
 - ii. TORRANCE COUNTY is permitted to monitor, review, audit, intercept, access and disclose any information, voice communications or transmissions generated from or on TORRANCE COUNTY information technology equipment, including emails, internet access information, software usage, downloads, file transfers, etc., without notice.
 - iii. The use of computer, email, and internet passwords does not restrict TORRANCE COUNTY's right to access electronic information and communications on TORRANCE COUNTY equipment.

- b. In order to protect the integrity of TORRANCE COUNTY's information technology systems and to ensure the proper use of TORRANCE COUNTY's resources, TORRANCE COUNTY reserves the right to inspect, print, or remove any data/voice file, system device, or system software that impedes TORRANCE COUNTY'S business use of the equipment, or that indicates TORRANCE COUNTY policy or law has been violated.

D. General Usage

- a. Only TORRANCE COUNTY employees shall have access to or use TORRANCE COUNTY information technology resources, unless otherwise approved by the County Manager.
- b. TORRANCE COUNTY information technology resources and equipment shall not be used for the employees' personal use, commercial, political, "non-TORRANCE COUNTY" advertising purposes, or private business party use.
- c. Employees shall not disseminate confidential TORRANCE COUNTY records or information to non-employees without prior written approval from the TORRANCE COUNTY Manager.
- d. Particular care should be taken by employees who send confidential information via email. If sensitive data is part of the email encryption shall be used.
- e. Employees shall not duplicate or copy TORRANCE COUNTY owned, leased, or on loan software in violation of the software's licensing agreement. Violation of the software's licensing agreement is a violation of federal law. A back up copy for recovery of the employee's system is permitted.
- f. Tampering with or deleting data, voice communications, or information that belongs to TORRANCE COUNTY with the intent to falsify data or to cover up or hide information related to misconduct or violation of TORRANCE COUNTY policy will not be tolerated.
- g. Employees shall first seek the written approval of their immediate supervisor and Information Technology prior to downloading or uploading executable software via the internet or e-mail.
- h. TORRANCE COUNTY retains the right to inspect or monitor software usage on data equipment at any time without notice.

E. Personal Use of TORRANCE COUNTY Technology and Equipment

- a. Incidental personal usage of TORRANCE COUNTY cell phones, landline telephone systems, the internet and e-mail is permissible but should be kept to a minimum and should not interfere with work or employee performance. Personal use should only occur during break periods, lunch periods, or before or after work.

F. Inappropriate Use Prohibited

- a. TORRANCE COUNTY has a “zero tolerance” policy concerning inappropriate uses of the information technology resources, especially the internet and e-mail. The following are included in the TORRANCE COUNTY’s zero tolerance policy:
- b. Personal photos, music and videos are strictly prohibited on county computers, if it is found these exist the user shall be required to remove them immediately.
- c. Sending, displaying, or accessing sexually oriented images, messages, or cartoons.
- d. Sending or displaying communications that ridicule, disparage, or criticize persons or organizations based upon a protected classification.
- e. Sending or displaying communications that threaten, harass, or defame other individuals, groups, or organizations.
- f. Intentionally accessing websites whose contents are described in subparagraphs immediately above. Impermissible websites include, but are not limited to, websites that promote hate, bomb-making, violence or any illegal activity, gambling, online games are all sites considered to be prohibited.
- g. Knowingly disrupting, disabling, damaging, or interfering with services or equipment (*e.g.*, propagating malicious code or computer viruses).
- h. Disclosing confidential information related to TORRANCE COUNTY without approval of management.
- i. Accessing, assisting, or allowing others to access or use equipment, files, passwords, or user codes without authorization.
- j. Soliciting, endorsing, or proselytizing others for commercial ventures or for religious, social, or political causes.
- k. Tampering with or deleting data or damaging equipment that belongs to TORRANCE COUNTY with the intent to falsify data or to cover up or hide information related to misconduct or violations of TORRANCE COUNTY policy.
- l. Circumventing or disabling security mechanisms intended to protect data or programs.

- m. Using an alias or otherwise misleading another as to the employee's identity through internet or e-mail usage.
- n. Use of non-TORRANCE COUNTY owned USB drives
 - o. Employees who inadvertently access sites or receive a communication containing material prohibited by this policy, such as pornographic sites, shall immediately disconnect from the site, take note of the time, and notify their supervisor. The Supervisor shall relay this information to Information Technology.

PROCEDURES

A. Employee Computer Account Information / Passwords

- a. Upon receipt of a desktop computer, employees shall establish a workstation password (*i.e.* the password used to log-on to the employee's workstation computer).
- b. System passwords shall be changed, when requested by the employee's immediate supervisor and confirmed by the Manager, to gain access to an employee's workstation, network resources, email, or other computer related systems, when necessary.
- c. Password Practices Requirements
 - i. Employees shall practice effective password management by adhering to the following:
 - ii. Keeping all passwords confidential and physically securing passwords out of plain view and not easily accessible (*i.e.*, posted under a computer keyboard)
 - iii. Employees shall contact their supervisor, appropriate IT personnel, and any other appropriate departmental personnel immediately if another party attempts to gain access to an employee's password.
 - iv. Employees shall not share passwords.

B. Data Storage and Records Retention

- a. All data stored on the network servers will be backed up including hardware on a daily basis and stored in house as well as at an offsite location.

- b. TORRANCE COUNTY employees shall adhere to the following when storing data:
 - i. Any data or files pertaining to TORRANCE COUNTY shall be stored on TORRANCE COUNTY-owned resources and/or network servers, which are backed up regularly.
 - ii. TORRANCE COUNTY shall provide space on the network systems to each department, which is shared and exclusive to the assigned department and supervisors in the chain of command for the department. Any TORRANCE COUNTY-related data, work product, and records shall be stored on the department's shared network drive.
 - iii. Employees may be provided space on TORRANCE COUNTY's network drives, which can be exclusive to that employee and the employee's supervisor.
 - iv. To ensure that the network drive space is utilized properly and for TORRANCE COUNTY efficiency and functioning, employees shall not store any personal data (*i.e.*, documents, pictures, music, etc.) on the network drives.
 - v. Data generated or stored on a mobile computing device, such as a laptop, portable hard drive, smartphone, USB key, DVD, or CD or flash drive, which is utilized for purposes of conducting business on behalf of TORRANCE COUNTY, should be copied to the TORRANCE COUNTY network resources upon returning to the TORRANCE COUNTY offices.

C. Standards for Computer Preparation for Beginning, Transferring, and Termination of Employment

- a. The employee and the employee's immediate supervisor share responsibility for immediately notifying Information Technology and Human Resources of any changes in the employee's employment status, including, but not limited to, the following events:
 - (1) name change, (2) transfer to another position, (3) termination of employment or contract, (4) or any changes in the employee's job responsibilities which would affect access permissions to network resources.
- b. When a workstation computer is setup and transferred to a new employee, all data files on the hard drive shall be overwritten by Information Technology prior to the employee receiving the computer equipment.

- c. When an employee transfers to different job assignments:
 - i. The employee's transferring supervisor shall immediately submit an IT helpdesk ticket to Information Technology. The work order shall identify all IT and communication devices, services, and network resource permissions that the employee had, the name and title of the employee's new supervisor, and the date of the transfer.
 - ii. The employee's new supervisor shall submit an IT Helpdesk ticket to Information Technology of all needed IT and communication devices, services, and network resource permissions for the employee.
- d. Upon termination of employment, whether voluntary or involuntarily:
 - i. The employee's immediate supervisor shall notify Information Technology of all IT and communication devices, services, and network resource permissions for the employee, as well as the expected termination date for the employee.
 - ii. Information Technology shall deactivate the employee's computer and network resource accounts on the expected termination date.
 - iii. Information Technology shall back up the employee's data stored on the employee's assigned network drive and desktop computer hard drive, including email messages and files.
 - iv. After the review process, the employee's assigned network drive, any backed up data from the drives, desktop computer hard drive, CD's, and portable devices shall be overwritten and/or deleted permanently and destroyed, unless otherwise specified by the TORRANCE COUNTY.
 - v. Supervisors shall collect any PDA devices, cell phones, pagers, or other portable devices provided by TORRANCE COUNTY to the employee upon termination of employment.

Disposal of computer equipment

- e. When computer equipment with a hard drive is disposed of, the hard drive shall be overwritten to meet Department of Defense standards and/or physically destroyed.

- f. Information Technology and Budget and Finance Office shall be consulted for proper disposal of equipment.

D. Approval of Software

- a. Information Technology shall maintain a list of all software owned, leased, or on loan to TORRANCE COUNTY.
- b. Any software not on the approved list shall be deleted, unless written approval has been given by Information Technology or the employee's immediate supervisor.



Agenda Item
No. 12-A



*Agenda Item
No. 12-B*

**GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N (“SCHEDULE”)
 AGREEMENT BETWEEN
 PICTOMETRY INTERNATIONAL CORP. (“PICTOMETRY”) AND
 TORRANCE COUNTY, NM (“CUSTOMER”)**

1. Pursuant to the GSA Federal Supply Schedule referenced above, the following order being placed is subject to the terms and conditions of the Schedule (if purchasing Open Market items some exceptions may apply).
2. This order form (“Order Form”), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Web Visualization Offering Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions (applicable to Open Market items only)

Sector Map

(all of which, collectively, constitute this “Agreement”) set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

3. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading ‘Section B: License Terms’; and Order Form.
4. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
205 9th St.	25 Methodist Hill Drive
Estancia, NM 87016	Rochester, NY 14623
Attn: Jesse Lucero, Assessor	Attn: General Counsel
Phone: (505) 544-4300	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party’s then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

5. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
6. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
7. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N (“SCHEDULE”)

8. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
9. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
10. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.
11. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the “Effective Date.”

PARTIES:

CUSTOMER	PICTOMETRY
TORRANCE COUNTY, NM	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #
C125527

BILL TO
Torrance County, NM
Jesse Lucero, Assessor
205 9th St.
Estancia, NM 87016
(505) 544-4300
jlucero@tcnm.us

SHIP TO
Torrance County, NM
Jesse Lucero, Assessor
205 9th St.
Estancia, NM 87016
(505) 544-4300
jlucero@tcnm.us

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A126712	bgarcia	Biennial

US GSA CONTRACT NO.	35F-0801N
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FIRST PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	SALES PRICE	DISCOUNT PRICE (%)	TOTAL PRICE ¹
117	IMAGERY - 3in, 5-way, OCB (N5) Per Sector	Product includes 3-inch GSD color balanced oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	\$468.00	\$411.84 (12% - Long Term Incentive Discount)	\$48,185.28
456	IMAGERY - 9in, 5-way, OCB (C5) Per Sector	Product includes 9-inch GSD color balanced oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel, Nominal Oblique GSD (all values +/- 10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$80.00	\$70.40 (12% - Long Term Incentive Discount)	\$32,102.40
2	CONNECT Gov 100 Package*	CONNECT Gov 100 Package provides Customer with access to and use of Pictometry Connect - CA - 100, Pictometry Connect View - CA, and CONNECT ImageService CA as described elsewhere in this Agreement. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$5,000.00		\$10,000.00
1	High Elevation Project Fee*	The High Elevation Project Fee is for any wide-area imagery projects for which any of the Community imagery sectors cover ground elevations in the range of 7,500 ft to 12,500 ft. Applicable Terms and Conditions: Order Form	\$25,000.00	\$7,500.00 (70%)	\$7,500.00
2	FutureView Adv Training*	Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	\$2,499.00		\$4,998.00
456	Tiles - Standard (9in GSD; JPG format) Per Sector*	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$5.00 (50%)	\$2,280.00
117	Tiles - Standard (3in GSD; JPG format) Per Sector*	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are	\$20.00	\$10.00 (50%)	\$1,170.00

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N (“SCHEDULE”)

		provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			
117	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector*	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$234.00
456	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector*	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$228.00
2	Pictometry Connect View - CA*	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions	\$750.00	\$0.00 (100%)	\$0.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
2	Pictometry Connect - CA - 100*	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$3,300.00	\$0.00 (100%)	\$0.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER*	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00	\$0.00 (100%)	\$0.00
1	Integrated Pictometry Application*	Integrated Pictometry Applications are web based technologies that allow a developer to embed a web instance into a product / application that connects to a customers Licensed Pictometry-hosted imagery. Currently supports JavaScript / iFrame applications for both Visualization (External or Public Facing) use and/or Analytics (Internal with Measurement Tools) use. Requires a Pictometry Connect or Pictometry Connect PFW / View Account depending on use type. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$1,990.00	\$0.00 (100%)	\$0.00
2	CONNECT ImageService CA*	Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total number of image request transactions equal to the product resulting from	\$2,000.00	\$0.00 (100%)	\$0.00

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N (“SCHEDULE”)

		<p>multiplying (a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the “Monthly Image Request Limit”). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer’s Connect Image Service with Customer’s consent or, in Pictometry’s discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer’s organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service.</p> <p>Applicable Terms and Conditions: Online Services General Terms and Conditions</p>			
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	\$0.00		\$0.00
1	Pictometry for Esri Web AppBuilder*	Pictometry for Esri Web AppBuilder is a server based widget for installation on Customer's server that allows users with valid Pictometry Connect accounts to access oblique and orthogonal imagery within web applications authored using Web AppBuilder for ArcGIS (Developer Edition) available separately from Esri. Requires a Pictometry Connect account.	\$1,990.00	\$0.00 (100%)	\$0.00
SUBTOTAL – FIRST PROJECT					\$106,697.68

SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	SALES PRICE	DISCOUNT PRICE (%)	TOTAL PRICE¹
117	IMAGERY - 3in, 5-way, OCB (N5) Per Sector	Product includes 3-inch GSD color balanced oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	\$468.00	\$411.84 (12% – Long Term Incentive Discount)	\$48,185.28
456	IMAGERY - 9in, 5-way, OCB (C5) Per Sector	Product includes 9-inch GSD color balanced oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/- 10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$80.00	\$70.40 (12% – Long Term Incentive Discount)	\$32,102.40
2	CONNECT Gov 100 Package*	CONNECT Gov 100 Package provides Customer with access to and use of Pictometry Connect - CA - 100, Pictometry Connect View - CA, and CONNECT ImageService CA as described elsewhere in this Agreement.	\$5,000.00		\$10,000.00
		Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement			
1	High Elevation Project Fee*	The High Elevation Project Fee is for any wide-area imagery projects for which any of the Community imagery sectors cover ground elevations in the range of 7,500 ft to 12,500 ft.	\$25,000.00	\$7,500.00 (70%)	\$7,500.00
		Applicable Terms and Conditions: Order Form			
2	FutureView Adv Training*	Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates	\$2,499.00		\$4,998.00

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N (“SCHEDULE”)

		through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form			
456	Tiles - Standard (9in GSD; JPG format) Per Sector*	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$5.00 (50%)	\$2,280.00
117	Tiles - Standard (3in GSD; JPG format) Per Sector*	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50%)	\$1,170.00
117	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector*	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$234.00
456	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector*	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$228.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER*	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00	\$0.00 (100%)	\$0.00
2	CONNECT ImageService CA*	Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total number of image request transactions equal to the product resulting from multiplying (a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$2,000.00	\$0.00 (100%)	\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	\$0.00		\$0.00
2	Pictometry Connect - CA - 100*	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions, Software License Agreement	\$3,300.00	\$0.00 (100%)	\$0.00
2	Pictometry Connect View - CA*	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement	\$750.00	\$0.00 (100%)	\$0.00

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N (“SCHEDULE”)

		via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions		
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00	\$0.00
			SUBTOTAL – SECOND PROJECT	\$106,697.68

Thank you for choosing Pictometry as your service provider.	TOTAL	\$213,395.36
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¹Amount per product = ((1-Discout %) * Qty * List Price)

***OPEN MARKET ITEMS ARE ALSO KNOWN AS INCIDENTAL ITEMS, NON-CONTRACT ITEMS, AND OTHER DIRECT COSTS (ODS’S). OPEN MARKET ITEMS ARE NOT ON THE GSA CONTRACT AND THEREFORE SHOULD BE TREATED AS OPEN MARKET PURCHASES. THIS AGREEMENT CONTAINS OPEN MARKET ITEMS. OPEN MARKET ITEMS ARE ALLOWED UNDER CIRCUMSTANCES SET FORTH IN FAR 8.402(F). OPEN MARKET ITEMS ARE SUBJECT TO PICTOMETRY'S APPLICABLE LICENSE TERMS AND CONDITIONS.**

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement (“Fees”) are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing.

FIRST PROJECT

Due at Initial Shipment of Imagery	\$53,348.84
Due at First Anniversary of Shipment of Imagery	\$53,348.84
Total Payments	\$106,697.68

SECOND PROJECT

Due at Initial Shipment of Imagery	\$53,348.84
Due at First Anniversary of Shipment of Imagery	\$53,348.84
Total Payments	\$106,697.68

PRODUCT PARAMETERS

**FIRST PROJECT
IMAGERY**

Product: IMAGERY - 3in, 5-way, OCB (N5) Per Sector
Leaf: Leaf Off: Less than 30% leaf cover

Product: IMAGERY - 9in, 5-way, OCB (C5) Per Sector
Leaf: Leaf Off: Less than 30% leaf cover

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

CONNECT

Product: Pictometry Connect - CA - 100
Admin User Name: Jesse Lucero
Admin User Email: jlucero@tcnm.us
Geofence: NM Torrance (Primary Geofence)

Product: Pictometry Connect View - CA
Admin User Name: Jesse Lucero
Admin User Email: jlucero@tcnm.us
Geofence: NM Torrance (Primary Geofence)

CONNECT-SERVER INTEGRATION

Product: Pictometry for Esri Web AppBuilder
Server Integration: Web AppBuilder (Both Visualization and Analytics)
Technical Contact:
Company Name:
Phone Number:
Email Address:

Product: Integrated Pictometry Application
Server Integration: IPA (Both Visualization & Analytics)
Technical Contact:
Company Name:
Phone Number:
Email Address:

SECOND PROJECT IMAGERY

Product: IMAGERY - 3in, 5-way, OCB (N5) Per Sector
Leaf: Leaf Off: Less than 30% leaf cover

Product: IMAGERY - 9in, 5-way, OCB (C5) Per Sector
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: Pictometry Connect - CA - 100
Admin User Name: Jesse Lucero
Admin User Email: jlucero@tcnm.us
Geofence: NM Torrance (Primary Geofence)

Product: Pictometry Connect View - CA
Admin User Name: Jesse Lucero
Admin User Email: jlucero@tcnm.us
Geofence: NM Torrance (Primary Geofence)

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N (“SCHEDULE”)

RapidAccess—Disaster Response Program (“DRP”)

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

- A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
- Hurricane:** areas affected by hurricanes of Category 2 and higher.
 - Tornado:** areas affected by tornados rated EF4 and higher.
 - Terrorist:** areas affected by damage from terrorist attack.
 - Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
 - Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.
- B. **Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. **Online Services – Use of Pictometry Connect Explorer™** – Pictometry’s DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

SECTION B

LICENSE TERMS

PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N (“SCHEDULE”)

- 5.1 **Use of Pictometry’s Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry’s trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.
- 5.2 **Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 **Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 **Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 **Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

- 7.1 **Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with “Restricted Rights” as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 **Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N (“SCHEDULE”)

SECTION B

LICENSE TERMS

PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS

These Pictometry Online Services General Terms and Conditions (the “General Terms and Conditions”), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the “License Agreement”) that governs your use of the Pictometry online services (the “Online Services”), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the “Licensed Content”) provided by Pictometry International Corp. and its affiliated companies (collectively, “Pictometry”). The terms “you” and “your” in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term “consumer” is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an “Eligible User” and collectively, the “Eligible Users”) are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password (“Pictometry Credential”) for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

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4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
 - (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
 - (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
 - (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

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- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.
- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

SECTION B

LICENSE TERMS

PICTOMETRY WEB VISUALIZATION OFFERING TERMS AND CONDITIONS

These Pictometry Web Visualization Offering Terms and Conditions (the "WVO Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "WVO License Agreement") that governs your use of Pictometry web visualization offerings (the "WVO Services"), the images available in the WVO Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "WVO Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the WVO License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to use and to provide public access to, and use of, the WVO Services solely for purposes of providing access to WVO Licensed Content in response to human-initiated, discrete location-specific requests through a single web site operated exclusively by or for you to serve you and your public constituencies and not for resale or redistribution or commercial use of any nature.
- 1.2 You may not copy or retain copies of the WVO Licensed Content obtained through the WVO Services or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the WVO Services or any other Pictometry Services, nor will you authorize or permit any user of the WVO Services to do so.
- 1.3 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos without the express written consent of Pictometry.
- 1.4 You may not remove, alter or obscure copyright notices or other notices contained in the WVO Licensed Content.
- 1.5 You may not offer any part of the WVO Services or the WVO Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.6 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the WVO Services or the WVO Licensed Content acquire any proprietary interest in the WVO Services, the WVO Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. TERMS OF ACCESS TO WVO SERVICES

- 2.1 You shall provide to all end-users of the WVO Services on the page through which they access such services conspicuous notice of the following terms of access: (a) WVO Licensed Content available through the WVO is copyrighted material, (b) end-users of the WVO Services are granted the right to access and view the WVO Licensed Content through the WVO Services for personal use only and not for commercial purposes of any type, (c) end-users of the WVO Services are prohibited from reproducing, reselling, transferring, redistributing or creating derivative works from WVO Licensed Content, (d) all right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third party suppliers, and (e) THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 2.2 The WVO Services, the WVO Licensed Content, and features and functionality within the WVO Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the WVO Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The WVO Services and the WVO Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The WVO Services and the WVO Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the WVO Services or from the WVO Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the WVO Services or contained in the WVO Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the WVO Services and the WVO Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the WVO Services and the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from such use.
- 3.6 Your reliance on the WVO Services and the WVO Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content assume no responsibility for any consequences resulting from the use of the WVO Services or the WVO Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the WVO Services and the WVO Licensed Content.
- 3.9 By accepting these WVO Terms and Conditions or by using the WVO Services or the WVO Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the WVO Services or the WVO Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the WVO Services or the WVO Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the WVO Services and the WVO Licensed Content available to you as authorized expressly by this WVO License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the WVO Services or the WVO Licensed Content, (b) the unavailability or interruption of the WVO Services or any features thereof or the WVO Licensed Content, (c) your or any other party's use of the WVO Services or the WVO Licensed Content, (d) the loss or corruption of any data or

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equipment in connection with the WVO Services or the WVO Licensed Content, (e) the content, accuracy, or completeness of the WVO Licensed Content, all regardless of any assistance received in the use of the WVO Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the WVO Services.

- 5.2 "Covered Party" means (a) Pictometry, its affiliates and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry or its affiliates; and (b) each third party supplier of any WVO Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any WVO Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE WVO SERVICES OR THE WVO LICENSED CONTENT OR THIS WVO LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE WVO SERVICES IN THE TWENTY-FOUR MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE WVO SERVICES, THE WVO LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (OR ANY OTHER WVO SERVICES USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
 - (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the WVO Services or the WVO Licensed Content, asserted against you by such third party provided: (i) all use of the WVO Services and the WVO Licensed Content was in accordance with this WVO License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the WVO Services or the WVO Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
 - (b) In addition to Section 5.5(a), if the WVO Services, the operation thereof or the WVO Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the WVO Services or the WVO Licensed Content, (ii) replace or modify the WVO Services or the WVO Licensed Content so that they become non-infringing, or (iii) terminate the WVO License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
 - (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this WVO License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this WVO License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you but will apply to all similarly situated Pictometry customers using the WVO Services. You may terminate this WVO License Agreement upon written notice to Pictometry if any change to the terms and conditions of this WVO License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the WVO Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this WVO License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this WVO License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this WVO License Agreement by you or someone using the WVO Services, Pictometry may temporarily suspend or discontinue providing access to the WVO Services without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the WVO Services or any WVO Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 You may not assign or otherwise transfer your rights or delegate your duties under this WVO License Agreement without the prior written consent of Pictometry. Any attempt by you to assign, transfer or delegate your rights or obligations under this WVO License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this WVO License Agreement. This WVO License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This WVO License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this WVO License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.
- 6.7 This WVO License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this WVO License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this WVO License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the WVO Services or any WVO Licensed Content has the right to assert and enforce the provisions of this WVO License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this WVO License Agreement or your payment obligations with respect to access to the WVO Services or the WVO Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This WVO License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF WEB VISUALIZATION OFFERING TERMS AND CONDITIONS]

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

SECTION B

LICENSE TERMS

**PICTOMETRY SOFTWARE
LICENSE AGREEMENT**

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.
2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.
3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.
4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
 - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
 - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N (“SCHEDULE”)

- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N (“SCHEDULE”)

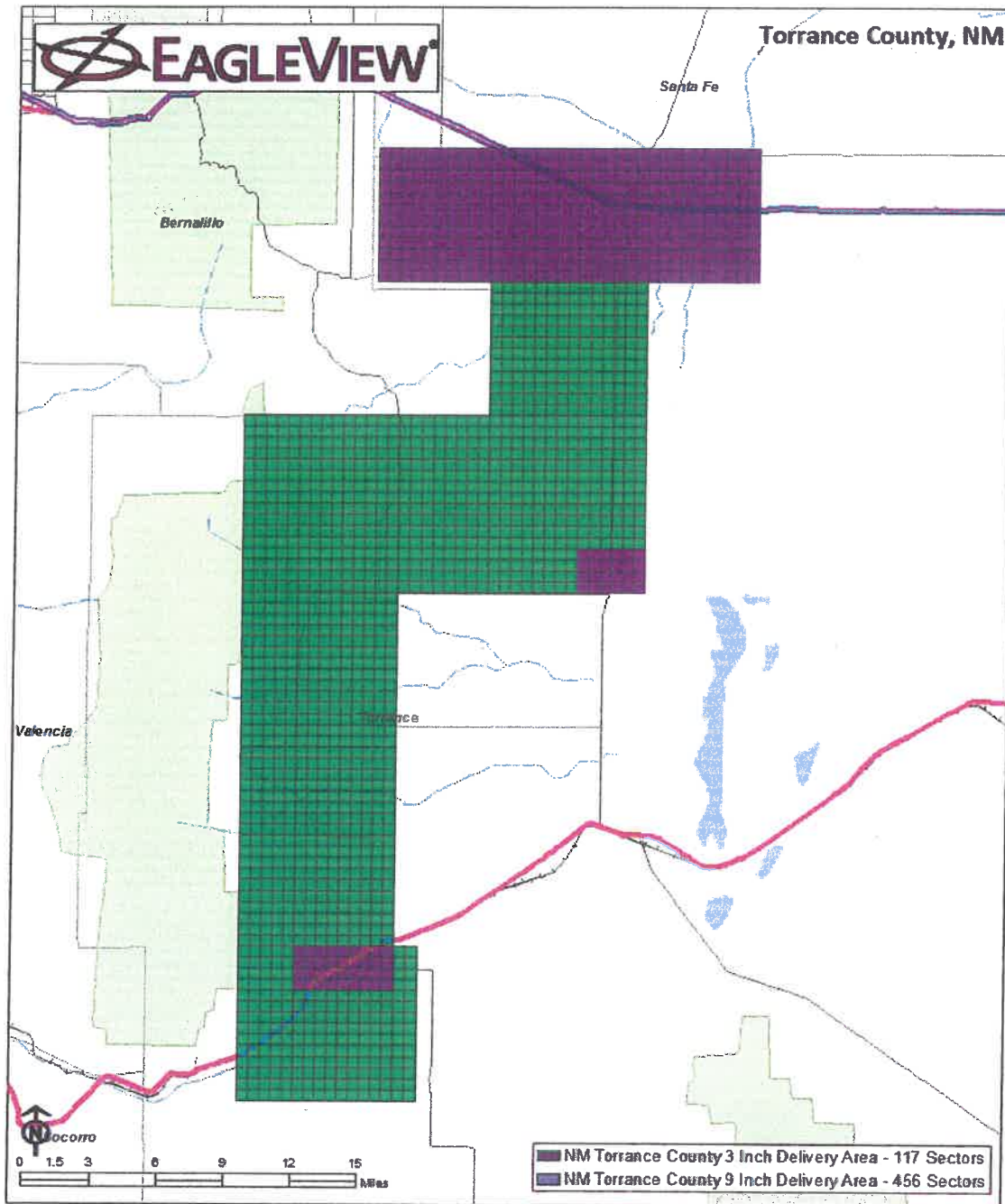
SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.
2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of New Mexico, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of New Mexico in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

[END OF NON-STANDARD TERMS AND CONDITIONS]

SECTOR MAP



Cost Schedule for Pictometry Project

Department	Year 1	Year 2	Year 3	Year 4	Total
TC Assessor	\$ 23,674.00	\$ 23,674.00	\$ 23,674.00	\$ 23,677.36	\$ 94,699.36
TC Fire	\$ 23,674.00	\$ 23,674.00	\$ 23,674.00	\$ 23,674.00	\$ 94,696.00
TC Sheriff	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 24,000.00
Total Cost of Project	\$ 53,348.00	\$ 53,348.00	\$ 53,348.00	\$ 53,351.36	\$ 213,395.36



*Agenda Item
No. 12-C*

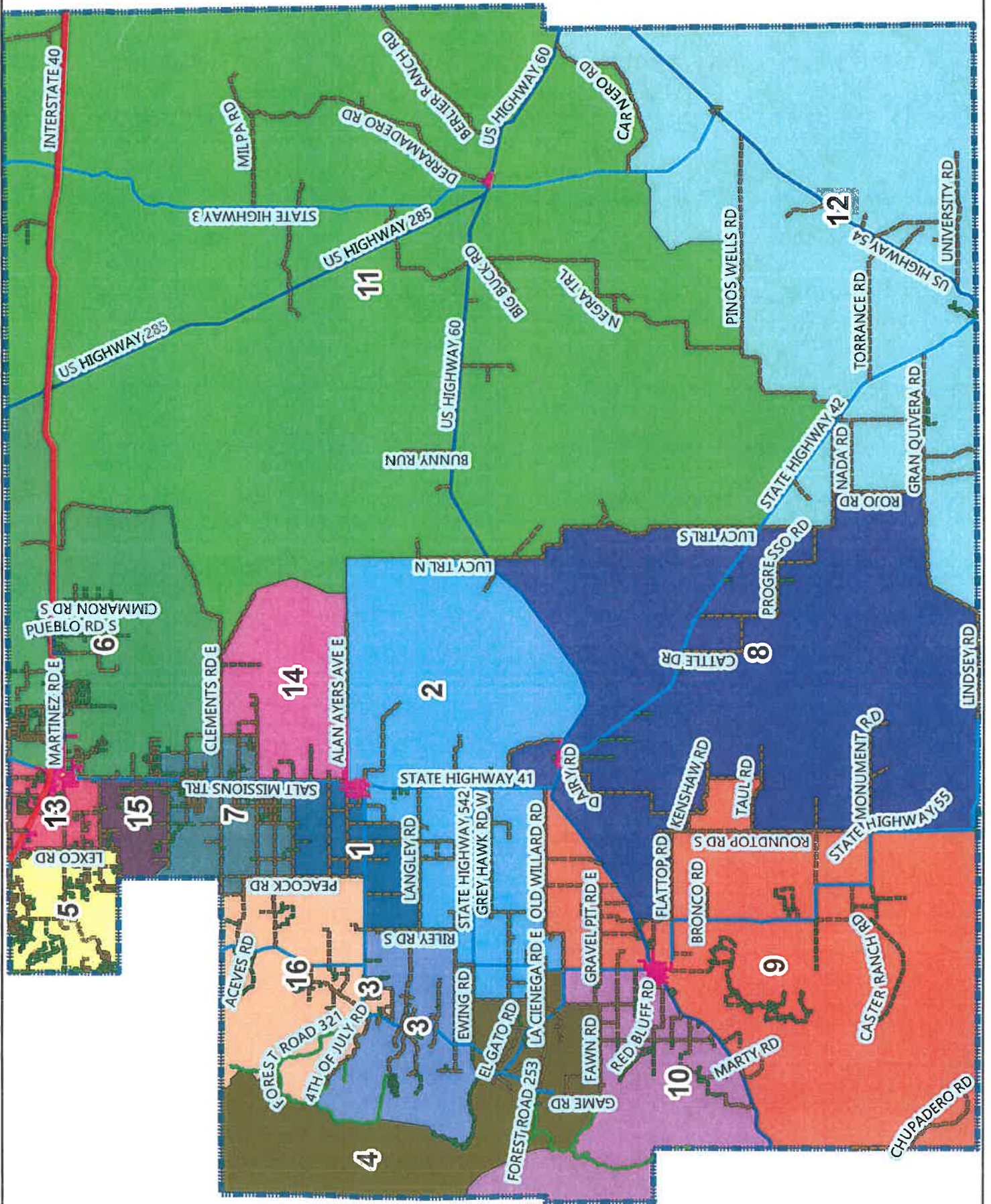
PRECINCTS AND POLLING PLACES

- PRECINCT 1 ESTANCIA HIGH SCHOOL GYM
709 Hopewell, Estancia, New Mexico 87016
- PRECINCT 2 ESTANCIA SENIOR CENTER
305 E. Highland, Estancia, New Mexico 87016
- PRECINCT 3 TORREON COMMUNITY CENTER
18 Torreon Heights Rd., Torreon, New Mexico 87061
- PRECINCT 4 MANZANO CENTER
04 Community Center Rd., Manzano, New Mexico 87036
- PRECINCT 5 MORIARTY-EDGEWOOD SCHOOLS ADMIN. BUILDING
2422 US Route 66, Moriarty, New Mexico 87035
- PRECINCT 6 MORIARTY CATHOLIC CENTER
205 Girard Ave., Moriarty, New Mexico 87035
- PRECINCT 7 MCINTOSH SENIOR CENTER
14 E. Willow Lake Rd., McIntosh, New Mexico 87032
- PRECINCT 8 WILLARD COMMUNITY CENTER
520 N. Becker Ave., Willard, New Mexico 87063
- PRECINCT 9 DR. SAUL COMMUNITY CENTER
111 N. Roosevelt, Mountainair, New Mexico 87036
- PRECINCT 10 DR. SAUL COMMUNITY CENTER
111 N. Roosevelt, Mountainair, New Mexico 87036
- PRECINCT 11 ENCINO COMMUNITY CENTER
527 A North Main St., Encino, New Mexico 88321
- PRECINCT 12 DURAN FIRE STATION
19 Vidal St., Duran, New Mexico 88319
- PRECINCT 13 MORIARTY CIVIC CENTER
202 Broadway Ave., Moriarty, New Mexico 87035
- PRECINCT 14 MCINTOSH SENIOR CENTER
14 E. Willow Lake Rd., McIntosh, New Mexico 87032
- PRECINCT 15 CALVARY CHAPEL
2 W. Saline Pump Rd., McIntosh, New Mexico 87032
- PRECINCT 16 TAJIQUE COMMUNITY CENTER
8636 Highway 55, Tajique, New Mexico 87016

ABSENTEE/EARLY VOTING
TORRANCE COUNTY ADMIN. OFFICE
205 9TH St., Estancia, N. M. 87016

ALTERNATE VOTING SITE
MORIARTY CIVIC CENTER
202 S. Broadway Ave., Moriarty, N.M. 87035

PRECINCTS



Precincts included in Consolidated Precinct	Polling Place(s)/Voting Convenience Center(s) Within Consolidated Precinct
--	---

1 and 2	Estancia High School Gym 709 Hopewell, Estancia, N.M. 87016
3, 4 and 16	Torreón Community Center 18 Torreón Heights Rd., Torreón N.M. 87061
5	Moriarty-Edgewood Schools Admin. Building 2422 US Route 66, Moriarty, N.M. 87035
6 and 13	Moriarty Civic Center 202 Broadway Ave., Moriarty, N.M. 87035
7, 14 and 15	McIntosh Fire Department 757 Salt Mission Trail, McIntosh, N.M. 87032
8	Willard Community Center 520 N. Becker Ave., Willard, N.M. 87063
9 and 10	Dr. Saul Community Center 111 N. Roosevelt, Mountainair, N.M. 87036

Mail Ballot Election Precincts	
Precinct 11 and 12	Mail Ballots Delivered to : P. O. Box 767, Estancia, N.M. 87016 (Or) 205 9th St., Estancia, N.M. 87016 (Hand Deliver)

ABSENTEE/EARLY VOTING	
ALL PRECINCTS	Torrance County Admin. Building 205 9TH Street, Estancia, N.M. 87016

ALTERNATE VOTING SITE	
ALL PRECINCTS	Moriarty Civic Center 202 Broadway Ave., Moriarty, N.M. 87035

MOBILE VOTING	
ALL PRECINCTS	Tajique Community Center 8636 Hwy 55, Tajique, N.M. 87016
ALL PRECINCTS	Manzano Center 04 Community Center Rd, Manzano, N.M.87036
ALL PRECINCTS	Dr. Saul Community Center 111 N. Roosevelt, Mountainair, N.M. 87036

VOTING CONVENIENCE CENTER PROPOSAL/CONSOLIDATION OF PRECINCTS

Precincts 1 and 2 Consolidated to the Estancia High School Gym

Precinct 1 (Estancia High School) 740 registered voters

Precinct 2 (Estancia Senior Center) 319 registered voters

Total Registered voters: 1,059

Precinct 1

2016 Presidential Election: Absentee: 42 Early: 257 Election Day: 199 TOTAL: 498

Precinct 2

2016 Presidential Election: Absentee: 42 Early: 99 Election Day: 97 TOTAL: 238

Total Voted in 2016 Presidential Election: 736 Election Day: 296

Ballot on Demand: 2 2 voting machines 10 Poll officials vs 6 before consolidation \$1,840.00 vs \$1,100.00

Mountain Towns: Precincts 3, 4 and 16 Consolidated to Torreon

Precinct 3 (Torreon Com. Center) 278 registered voters

Precinct 4 (Manzano Center) 238 registered voters (6 miles to Torreon)

Precinct 16 (Tajique Com. Bldg.) 445 registered voters (2.2 miles to Torreon)

Total Registered Voters: 961

Precinct 3

2016 Presidential Election: Absentee: 35 Early: 47 Election Day: 126 TOTAL: 208

Precinct 4

2016 Presidential Election: Absentee: 15 Early: 34 Election Day: 109 TOTAL: 158

Precinct 16

2016 Presidential Election: Absentee: 39 Early: 114 Election Day: 183 TOTAL: 336

Total Voted in 2016 Presidential Election: 702 Election Day: 418

Ballot on Demand: 3 2 voting machines 15 Poll Officials vs 7 before consolidation \$2,760.00 vs \$1,280.00

Precinct 5 (Moriarty-Edgewood Admin. Bldg.) Stand-alone VCC Precinct

Total Registered voters in this 1 Precinct: 1,997

2016 Presidential Election: Absentee: 132 Early: 598 Election Day: 561 TOTAL: 1291

Ballot on Demand: 4 3 voting machines 10 Poll Officials vs 9 before consolidation \$1,820.00 vs \$1,640.00

Precinct 6 and 13 Consolidated to the Moriarty Civic Center

Precinct 6 (Catholic Center) 1,630 registered voters
Precinct 13 (Civic Center) 1,338 registered voters
Total Registered Voters in Both Precincts: 2,968

Precinct 6
2016 Presidential Election: Absentee: 79 Early: 538 Election Day: 393 TOTAL: 1,010

Precinct 13
2016 Presidential Election: Absentee: 54 Early: 447 Election Day: 306 TOTAL: 807

Total Voted in 2016 Presidential Election: 1,817 Election Day: 699

Ballot on Demand: 4 3 Voting Machines 10 Poll Officials vs 9 before consolidation \$1,820.00 vs \$1,640.00

Dr. Saul Com. Center (Already Consolidated)

Precinct 9: 629 registered voters
Precinct 10: 445 registered voters
Total Registered voters in Both Precincts: 1074

Precinct 9
2016 Presidential Election: Absentee: 47 Early: 109 Election Day: 266 TOTAL: 422

Precinct 10
2016 Presidential Election: Absentee: 52 Early: 55 Election Day: 210 TOTAL: 317

Total Voted in in 2016 Presidential Election: 739 Election Day: 476

Ballot on Demand: 3 2 voting machines 10 Poll Officials vs 7 before consolidation \$1,820.00 vs \$1,280.00

McIntosh Area: Consolidate to McIntosh Fire Department

Precinct 7 (McIntosh Senior Center) 868 registered voters
Precinct 14 (McIntosh Senior Center) 102 registered voters
Precinct 15 (McIntosh Calvary Chapel) 384 registered voters
Total Registered Voters in 3 Precincts: 1,354

Precinct 7
2016 Presidential Election: Absentee: 46 Early: 202 Election Day: 267 TOTAL: 515

Precinct 14
2016 Presidential Election: Absentee: 4 Early: 33 Election Day: 26 TOTAL: 63

Precinct 15
2016 Presidential Election: Absentee: 11 Early: 121 Election Day: 108 TOTAL: 240

Total Voted in 2016 Presidential Election: 818 Election Day: 401

Ballot on Demand: 3 2 voting machines 14 Poll Officials vs 7 before consolidation \$2,540.00 vs \$1,280.00

Precinct 8 (Willard Community Center) Stand-alone VCC Precinct

12.7 miles to Estancia 13.7 miles to Mountainair

Total Registered Voters in this 1 precinct 242

2016 Presidential Election: Absentee: 17 Early: 28 Election Day: 109 TOTAL: 154

Total Voted in 2016 Presidential Election: 154 Election Day 109

Ballot on Demand: 2 1 voting machine 5 Poll Officials same as before \$920.00

Precincts 11 and 12 All Mail Ballot Precincts

Precinct 11 (Encino City Hall) 93 registered voters

Precinct 12 (Duran Fire Station) 78 registered voters

Total Registered Voters in Both Precincts: 171

Precinct 11

2016 Presidential Election: Absentee: 5 Early: 18 Election Day: 55 TOTAL: 78

Precinct 12

2016 Presidential Election: Absentee: 7 Early: 9 Election Day: 48 TOTAL: 64

Total Voted in 2016 Presidential Election: 142 Election Day 103

Ballot on Demand: 0 0 voting machine 0 Poll Officials

171 Ballots

Mail Out Postage: (\$0.51) \$ 94.05 Return Postage: \$(1.31) \$230.00 Total: \$2,200.00 vs. \$324.05

Distance from Estancia to Encino: 51 miles / 1 hour and 4 min.

Distance from Encino to Duran: 15 miles /16 minutes

Total miles round trip: 132 miles/2 hours and 40 minutes

In Person/Absentee (Torrance County Admin Offices) will remain the same 17 Days

Absentee by Mail

Total Voted in 2016 Presidential Election: 621

In Person

Total Voted in 2016 Presidential Election: 935

Total Voted in 2016 Presidential Election: 1556

Ballot on Demand: 2 1 Voting Machine 6 Precinct Officials \$10,880.00

Alternate Voting Site (Moriarty Civic Center) will remain the same 11 Days

Total Voted in 2016 Presidential Election: 1,772

Ballot on Demand: 2 1 Voting Machine 6 Precinct Officials \$4,576.00

Mobile Voting Early Voting Sites **New**

Tajique Community Center	2 days
Manzano Center	1 day
Dr. Saul Community Center-Mountainair	2 days

Ballot on Demand: **2** 1 voting machine 5 Precinct Officials \$1,480.00

Total Ballot on Demand	27
Voting Machines	18
Poll Officials	86 vs 67

Cost Before Consolidation	\$31,176.00
Cost After Consolidation	<u>26,400.05</u>
Cost Savings	\$4,775.95

HOUSE BILL 98: LOCAL ELECTION ACT

PROVIDING FOR A SINGLE ELECTION DAY AND UNIFORM PROCESS FOR CERTAIN LOCAL GOVERNMENT ELECTIONS: **FIRST OF THESE ELECTIONS TO BE HELD ON NOVEMBER 5, 2019**

Between one hundred twenty and one hundred fifty days before the next local election, **each local government** shall **notify the secretary of state** of all local government positions that are to be filled at the next election for that government.

PARTICIPATING ENTITIES IN TORRANCE COUNTY:

MUNICIPALITIES (WHO OPT IN)

Moriarty
Estancia
Mountainair
Willard
Encino

- MUNICIPALITIES WHO CHOOSE TO **OPT IN** MAY BY ORDINANCE OPT IN TO THE ELECTION OF ITS MUNICIPAL OFFICERS IN THE REGULAR LOCAL ELECTION IF THE MUNICIPALITY PASSES AN ORDINANCE AND FILES THE ORDINANCE WITH THE **SECRETARY OF STATE** NO LATER THAN JANUARY 30TH OF THE YEAR IN WHICH THE REGULAR LOCAL ELECTION IS SCHEDULED. **SAMPLE ORDINANCE ATTACHED.**
- THE ORDINANCE SHALL ALSO DETERMINE IF THE TERMS OF OFFICE FOR CURRENT OFFICE HOLDERS WILL BE **LENGTHENED** OR **SHORTENED** TO CORRESPOND WITH THE NEW ELECTION DATE. **Please see page 6 for more specifics**

SCHOOL DISTRICTS

Moriarty-Edgewood School District
Estancia School District
Mountainair School District

SOIL AND WATER CONSERVATION DISTRICTS

Edgewood
East Torrance
Claunch Pinto

HB 98 **REPEALS** SCHOOL ELECTION CODE 1-22 AND THE MUNICIPAL CODE 3-8 REQUIRING ALL ELECTIONS TO CONFORM TO THE GENERAL ELECTION CODE WHICH IS RETITLED: **NMSA 1-22 "LOCAL ELECTIONS"**

ANNUAL ASSESSMENT PER LOCAL GOVERNMENT:

- \$250.00 PER \$1 MILLION OR FRACTION THEREOF, OF LOCAL GOVERNMENT **GENERAL FUND** EXPENDURES
- FUNDING **HELD BY SECRETARY OF STATE** TO REIMBURSE COUNTIES FOR COSTS
- NO ASSESSMENT SHALL BE PAID BY A LOCAL GOVERNMENT WITH GENERAL FUND EXPENDITURES LESS THAN ONE HUNDRED THOUSAND DOLLARES (\$100,000).

SPECIAL ELECTIONS

ALL SPECIAL ELECTIONS SHALL BE **PAID BY LOCAL GOVERNMENTS** CALLING THE ELECTION AND **SHALL BE ALL MAIL BALLOT ELECTIONS**. SPECIAL ELECTIONS SHALL BE RUN BY THE COUNTY CLERK.

2019 LOCAL ELECTION CALENDAR

Proclamation from Governing Body to SOS Office and copy to County Clerk	June 8-July 8, 2019
SOS issues a public proclamation calling for a regular local election	<u>August 7, 2019</u>
Publication of Proclamation by County Clerk's Office	<u>August 22, 2019</u>
No other elections within 70 days prior to or following Election	<u>Aug. 27, 2019- Jan. 14, 2020</u>
Ballot questions to County Clerk and copy of the resolution proposing the	August 27, 2019
Question sent by CC to SOS (NO NON-BINDING OR ADVISORY QUESTIONS)	Aug. 27, 2019 9:AM to 5:PM
CANDIDATE FILING DAY (COUNTY CLERK'S OFFICE)	Sept. 3, 2019 9:AM to 5:PM
Write In Candidate Filing Day (COUNTY CLERK'S OFFICE)	September 3, 2019
Withdrawal of Candidacy (COUNTY CLERK'S OFFICE)	September 6, 2019
Notify Candidates of qualification	September 21, 2019
First day to mail federal qualified elector (FQE) ballots	October 8, 2019
Books Close	October 8, 2019
Absentee Begins	October 19, 2019
Early Voting Begins	November 1, 2019
Absentee Ends	November 2, 2019
Early in Person Voting Ends	November 5, 2019
ELECTION DAY	November 8, 2019
Canvass of election (COUNTY COMMISSION)	November 11, 2019
Books open	January 1, 2020
Elected Officials take office	

CANDIDATE FILING INFORMATION

FILING DAY TUESDAY AUGUST 27, 2019 9:00AM TO 5:00PM

- File a declaration of candidacy and certified copy of voter registration with proper filing officer
Proper filing officer means: Clerk of the County
- At the County Clerk's Office
- A candidate shall file for only one position in the same local government but may file for a position in more than one local government.
- No person shall become a candidate in a local election unless **the person's record of voter registration shows that the person is a qualified elector of the state, physically resides in the district in which the person is a candidate and was registered to vote in the district on the date the proclamation calling a local election is filed in the office of the secretary of state.**
- A candidate or campaign committee that has received contributions or made expenditures of five hundred dollars (\$500) or more shall file with the secretary of state.
- If a candidate or campaign committee has not received any contributions and has not made any expenditures since the last report filed with the secretary of state, the candidate or campaign committee shall only be required to file a statement of no activity.

BALLOT ORDER

❖ Municipal Election

- Executive Officers
- Governing Board
- Judicial Officers

❖ School Board Election

❖ Special District Election (In order by voting population-most to least)

- ❖ Ballot questions in order prescribed by the Secretary of State
 - County Questions
 - Local Government Questions
 - Other Ballot Questions Authorized by Law

Ballots will be specific to each voter. I live in the city of Estancia, I am in the Estancia School District and am in the East Torrance Soil and Water Conservation District so I would receive a ballot which would include the Town of Estancia Election, the Estancia School District Election and the East Torrance Soil and Water Conservation District Election and after those I would have any questions to be voted on. First with a county question, 2nd Local Government Question and last any question authorized by law.

If I lived outside a city I would have a ballot without a Municipal Election on it. This would apply to anyone who lives in a municipality who chooses to opt out of the Local Election.

TERM OF OFFICE

- ❖ The term of office of a candidate elected in a regular election shall begin on January 1, following the candidate's election

SECTION 172 TEMPORARY PROVISION

- A. The term of an elected local government officer that was set to expire on or before June 30, 2020 pursuant to the governing statutes of that local government in effect before the effective date of the this act shall expire on December 31, 2019 and that officer's successor shall be elected in the regular local election held on the first Tuesday after the first Monday of November 2019 for a term beginning on January 1, 2020
- B. The term of an elected local government officer that was set to expire on or before July 1, 2020 but on or before June 30, 2022 pursuant to the governing statutes of that local government in effect before the effective date of this act shall expire on December 31, 2021 and that officer's successor shall be elected in the regular local election held on the first Tuesday after the first Monday of November 2021 for a term beginning on January 1, 2022
- C. The term of an elected local government officer that was set to expire on or before July 1, 2022 pursuant to the governing statutes of that local government in effect before the effective date of the act shall expire on December 31, 2023 and that officer's successor shall be elected in the regular local election held on the first Tuesday after the first Monday on November 2023 for a term beginning on January 1, 2024

SPECIAL ELECTIONS

Special election procedures; cost of election prohibition on nongovernmental entities

- A. ALL COSTS of conducting a special election shall be paid for by the state or local government calling for the special election.
- B. No individual, corporation, person, political action committee or other nongovernment entity shall pay for or reimburse the state or a local government for the costs associated with conducting a special election.
- C. Upon a finding of a violation this section, the district court shall nullify the votes cast in the special election and shall void the results of the special election.

Special election proclamation; publication

- A. Whenever a local government special election is to be called or is required by law, the governing body shall by resolution issue a public proclamation calling the election. The proclamation shall forthwith be filed with the **County Clerk**.

Special election procedures; conduct

- A. The **county clerk** shall conduct by **mailed ballot** any special election called by the state or a local government except for a special election for the office of United States representative
- B. Upon the calling of an election by a mailed ballot, the county clerk shall send each voter of the relevant jurisdiction an absentee ballot along with a statement that there will be no polling place for the election. The voter shall not be required to apply for the absentee ballot. The ballot shall be mailed to each voter on the 28th day before the election or as soon as practicable thereafter. The **return envelope** for the ballot **shall be postage-paid**.
- C. Mailed ballot election shall be used exclusively for voting in special elections on a ballot question, including a recall election.
- D. The state shall pay for all costs of a statewide special election



*Agenda Item
No. 12-D*

PO Box 48
205 9th Street
Estancia, NM 87016
(505) 544-4700 Main Line (505) 384-5294 Fax
www.torrancecountynm.org



County Commission
Commissioner Kevin McCall, District 1
Commissioner Ryan Schwebach, District 2
Commissioner Javier E. Sanchez, District 3
County Manager
Wayne Johnson
Deputy County Manager
Annette Ortiz

**REQUEST TO BE PLACED ON THE TORRANCE COUNTY
COMMISSION AGENDA**
This form must be returned to the County Manager's Office ONLY!

Deadline for inclusion of an item is WEDNESDAY, NOON prior to the subsequent meeting.
All fields must be filled out for consideration.

Name: LESTER GARY FIRE
First Last Department / Company / Organization Name

Today's Date: 4-3-19 Mailing Address: PO Box 48 Estancia NM 87016
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 505-507-6172 Fax Number: _____
Would you like this Agenda Faxed to you? Yes No

Email Address: lgary@torrancecountyfire.com

Is this request for the next Commission meeting? YES NO If no, date of Commission Meeting: _____

Brief explanation of business to be discussed:
EXECUTION OF VOLUNTEER FIRE FIGHTERS PERMITS - ANNUAL REPORTING
FORM FOR DIST. 1, DIST. 2, DIST. 3, DIST. 4 and DIST. 5 FOR 2018

Is this a Resolution, Contract, Agreement, Grant Application, Other? _____

Has this been reviewed by Grant Committee? YES NO If yes, corresponding paperwork must be attached.

Has this been reviewed by the County Attorney? YES NO

If this is a contract, MOU, or Joint Powers Agreement there must be a signature line for the County Attorney on the original contract.

Has this been reviewed by the Finance Dept? YES NO Initials: _____

- No Impact
- Change in current fund
- Raise Budget (allow 45 days after Commission approval)
- Change in funds (allow 45 days after Commission approval)
- Reduction
- Transfer funds (allow 45 days after Commission approval)

Other: _____



PERA

Public Employees
Retirement Association
of New Mexico

33 Plaza La Prensa, Santa Fe, New Mexico 87507
(505) 476-9300 voice
(800) 342-3422 toll-free
www.nmpera.org

2018 Volunteer Firefighters Annual Reporting Form

SECTION A – VOLUNTEER FIREFIGHTER DEPARTMENT – GENERAL INFORMATION

1. Department Name: Duran- Fire District #1
2. Department Mailing Address: PO Box 48
City, State: Estancia, NM Zip Code: 87016
3. PERA VFD Number (5 digit number): 09656
4. Fire Chief: Lester Gary Email Address: lgary@torrancecountyfire.com
5. Phone (work): (505) 506-6172 (home): ()

SECTION B – DEPARTMENT TOTALS

1.	New Member Enrollments reported this year:	<u>0</u>
2.	Current Active (Non-Retired) Members reported this year:	<u>7</u>
3.	Retired Members with Continuing Service reported this year:	<u>0</u>
4.	Total number of Volunteer Firefighters reported this year:	<u>7</u>

SECTION C - CERTIFICATION

I, Lester Gary, Fire Chief of Torrance County Fire Department

Volunteer Firefighter Department, affirm that the records submitted to PERA are true and correct and reflect 100% of my Department's 2018 roster.

Signature of Fire Chief

Date

Municipal Mayor or Chair of County Commission

Date

State of New Mexico)
) SS:
County of _____)

Subscribed and sworn to before me by _____ on this the _____ day of _____
(Printed name of Fire Chief)

My Commission Expires _____ Notary Public Telephone No: _____-_____-_____

Notary Signature _____

Return this form on or before March 31 of each calendar year to the Public Employees Retirement Association. Keep a copy for your department's records. Strikethroughs and white-out edits are not permitted.



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2018 Volunteer Firefighters Annual Reporting Form

SECTION A – VOLUNTEER FIREFIGHTER DEPARTMENT – GENERAL INFORMATION

1. Department Name: Indian Hills- Fire District #2
2. Department Mailing Address: PO Box 48
City, State: Estancia, NM Zip Code: 87016
3. PERA VFD Number (5 digit number): 09689
4. Fire Chief: Lester Gary Email Address: lgary@torrancecountyfire.com
5. Phone (work): (505) 506-6172 (home): ()

SECTION B – DEPARTMENT TOTALS

1.	New Member Enrollments reported this year:	1
2.	Current Active (Non-Retired) Members reported this year:	11
3.	Retired Members with Continuing Service reported this year:	0
4.	Total number of Volunteer Firefighters reported this year:	12

SECTION C - CERTIFICATION

I, Lester Gary, Fire Chief of Torrance County Fire Department

Volunteer Firefighter Department, affirm that the records submitted to PERA are true and correct and reflect 100% of my Department's 2018 roster.

Signature of Fire Chief

Date

Municipal Mayor or Chair of County Commission

Date

State of New Mexico)

) SS:

County of _____)

Subscribed and sworn to before me by _____ on this the ____ day of _____.
(Printed name of Fire Chief)

My Commission Expires _____ Notary Public Telephone No: _____-_____-_____

Notary Signature _____

Return this form on or before March 31 of each calendar year to the Public Employees Retirement Association. Keep a copy for your department's records. Strikethroughs and white-out edits are not permitted.



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2018 Volunteer Firefighters Annual Reporting Form

SECTION A – VOLUNTEER FIREFIGHTER DEPARTMENT – GENERAL INFORMATION

1. Department Name: Mcintosh- Fire District #3

2. Department Mailing Address: PO Box 48
 City, State: Estancia, NM Zip Code: 87016

3. PERA VFD Number (5 digit number): 09722

4. Fire Chief: Lester Gary Email Address: lgary@torrancecountyfire.com

5. Phone (work): (505) 506-6172 (home): ()

SECTION B – DEPARTMENT TOTALS

1.	New Member Enrollments reported this year:	<u>2</u>
2.	Current Active (Non-Retired) Members reported this year:	<u>13</u>
3.	Retired Members with Continuing Service reported this year:	<u>0</u>
4.	Total number of Volunteer Firefighters reported this year:	<u>15</u>

SECTION C - CERTIFICATION

I, Lester Gary, Fire Chief of Torrance County Fire Department

Volunteer Firefighter Department, affirm that the records submitted to PERA are true and correct and reflect 100% of my Department's 2018 roster.

Signature of Fire Chief

Date

Municipal Mayor or Chair of County Commission

Date

State of New Mexico)
) SS:
 County of _____)

Subscribed and sworn to before me by _____ on this the _____ day of _____.
 (Printed name of Fire Chief)

My Commission Expires _____ Notary Public Telephone No: _____ - _____ - _____

Notary Signature _____

Return this form on or before March 31 of each calendar year to the Public Employees Retirement Association. Keep a copy for your department's records. Strikethroughs and white-out edits are not permitted.



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2018 Volunteer Firefighters Annual Reporting Form

SECTION A – VOLUNTEER FIREFIGHTER DEPARTMENT – GENERAL INFORMATION

1. Department Name: Torreon/Tajique- Fire District #4
2. Department Mailing Address: PO Box 48
City, State: Estancia, NM Zip Code: 87016
3. PERA VFD Number (5 digit number): 09782
4. Fire Chief: Lester Gary Email Address: lgary@torrancecountyfire.com
5. Phone (work): (505) 506-6172 (home): (_____)

SECTION B – DEPARTMENT TOTALS

1.	New Member Enrollments reported this year:	<u>0</u>
2.	Current Active (Non-Retired) Members reported this year:	<u>13</u>
3.	Retired Members with Continuing Service reported this year:	<u>0</u>
4.	Total number of Volunteer Firefighters reported this year:	<u>13</u>

SECTION C - CERTIFICATION

I, Lester Gary, Fire Chief of Torrance County Fire Department

Volunteer Firefighter Department, affirm that the records submitted to PERA are true and correct and reflect 100% of my Department's 2018 roster.

Signature of Fire Chief

Date

Municipal Mayor or Chair of County Commission

Date

State of New Mexico)

SS:

County of _____)

Subscribed and sworn to before me by _____ on this the _____ day of _____
(Printed name of Fire Chief)

My Commission Expires _____ Notary Public Telephone No: _____-_____-_____

Notary Signature _____

Return this form on or before March 31 of each calendar year to the Public Employees Retirement Association. Keep a copy for your department's records. Strikethroughs and white-out edits are not permitted.



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2018 Volunteer Firefighters Annual Reporting Form

SECTION A – VOLUNTEER FIREFIGHTER DEPARTMENT – GENERAL INFORMATION

1. Department Name: Northeast Torrance- Fire District #5

2. Department Mailing Address: PO Box 48
 City, State: Estancia, NM Zip Code: 87016

3. PERA VFD Number (5 digit number): 09933

4. Fire Chief: Lester Gary Email Address: lgary@torrancecountyfire.com

5. Phone (work): (505) 506-6172 (home): (_____) _____

SECTION B – DEPARTMENT TOTALS

1.	New Member Enrollments reported this year:	<u>1</u>
2.	Current Active (Non-Retired) Members reported this year:	<u>16</u>
3.	Retired Members with Continuing Service reported this year:	<u>0</u>
4.	Total number of Volunteer Firefighters reported this year:	<u>17</u>

SECTION C - CERTIFICATION

I, Lester Gary, Fire Chief of Torrance County Fire Department

Volunteer Firefighter Department, affirm that the records submitted to PERA are true and correct and reflect 100% of my Department's 2018 roster.

Signature of Fire Chief Date _____

Municipal Mayor or Chair of County Commission Date _____

State of New Mexico)
) SS:
County of _____)

Subscribed and sworn to before me by _____ on this the _____ day of _____
(Printed name of Fire Chief)

My Commission Expires _____ Notary Public Telephone No: _____ - _____ - _____

Notary Signature _____

Return this form on or before March 31 of each calendar year to the Public Employees Retirement Association. Keep a copy for your department's records. Strikethroughs and white-out edits are not permitted.



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Retirement Association
of New Mexico

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2018 Volunteer Firefighters Annual Reporting Form

SECTION A – VOLUNTEER FIREFIGHTER DEPARTMENT – GENERAL INFORMATION

1. Department Name: Willard- Fire District #6
2. Department Mailing Address: PO Box 48
City, State: Estancia, NM Zip Code: 87016
3. PERA VFD Number (5 digit number): 09905
4. Fire Chief: Lester Gary Email Address: lgary@torrancecountyfire.com
5. Phone (work): (505) 506-6172 (home): ()

SECTION B – DEPARTMENT TOTALS

1.	New Member Enrollments reported this year:	0
2.	Current Active (Non-Retired) Members reported this year:	2
3.	Retired Members with Continuing Service reported this year:	0
4.	Total number of Volunteer Firefighters reported this year:	2

SECTION C - CERTIFICATION

I, Lester Gary, Fire Chief of Torrance County Fire Department

Volunteer Firefighter Department, affirm that the records submitted to PERA are true and correct and reflect 100% of my Department's 2018 roster.

Signature of Fire Chief

Date

Municipal Mayor or Chair of County Commission

Date

State of New Mexico)

County of _____)

SS:

Subscribed and sworn to before me by _____ on this the _____ day of _____.
(Printed name of Fire Chief)

My Commission Expires _____ Notary Public Telephone No: _____-_____-_____

Notary Signature _____

Return this form on or before March 31 of each calendar year to the Public Employees Retirement Association. Keep a copy for your department's records. Strikethroughs and white-out edits are not permitted.



*Agenda Item
No. 12-E*

New Mexico Apparatus, LLC
 1776 NM Hwy 41
 Mcintosh, NM 87032-0471
 (505) 803-5505
 nmapparatus@gmail.com



Invoice

BILL TO
 TORRANCE COUNTY FIRE
 PO BOX 449
 MCINTOSH, NEW MEXICO
 87032
 United States

INVOICE # 1350
DATE 03/12/2019
DUE DATE 03/22/2019
TERMS NET 10

ACTIVITY	QTY	RATE	AMOUNT
Parts	1	4,370.27	4,370.27
Labor	23.25	135.00	3,138.75T
PLEASE NOTE PAYMENT TERMS ARE 30 DAYS FROM THE DATE OF ISSUE WITH A 10% LATE FEE FOR ANY INVOICES OUTSTANDING AFTER 30 DAYS.			
LATE FEE	1	772.09	772.09
PLEASE REMIT PAYMENT WITH IN 10 DAYS TO AVOID ADDITIONAL FEES			
92212	SUBTOTAL		8,281.11
ENGINE 5	TAX (6.75%)		211.87
RR DRIVE SHAFT	TOTAL		8,492.98
PM	BALANCE DUE		\$8,492.98
DOT			
RR OUTSIDE REAR DUAL			
ROTATE TIRES			
RR HEADLAMPS			
RR AIR HORN VALVE			
REP COOLANT LEAK			
RR SIREN MOTOR			
PUMP TEST X2			
ALIGNMENT			



*Agenda Item
No. 12-F*



TORRANCE COUNTY TRAVEL REIMBURSEMENT FORM

Actual Reimbursement

Revised 03/05/2013

Traveler	TRACEY MASTER	Vendor No.	3111
Destination	Fort Collins, Colorado		
Justification	MRT and Trauma Informed training		
Budget Code	605-13-2205		
Program Charged	LDWI Distribution		
Will you be traveling in state (Answer Y or N)?	N		
Will you be traveling to Santa Fe (Answer Y or N)?	N		
Is this form for ACTUAL or ANTICIPATED Reimbursement?	<input checked="" type="radio"/> Actual <input type="radio"/> Anticipated		

Departure

ACTUAL

Date & Time of Departure	3/16/2019 7:00	Be sure to write AM or PM when entering time
Do you depart before the start of the normal workday (answer Y or N) ? (i.e. 8 AM)	N	
How many hours earlier?	0	
Traveling To (location/site):	Fort Collins, CO	Be sure to include mileage chart or map printout
Miles from worksite:	495	
Will you be using a County-owned vehicle? (answer Y or N)	N	
Will you be requesting mileage paid to you? (answer Y or N)	N	
If you are not traveling in a County-owned vehicle, please explain:	County vehicle is 12 years old and has well over 100,000 miles. Not appropriate for out-of-state travel.	

Return

ACTUAL

Date & Time of Return	3/22/2019 17:30	Be sure to write AM or PM when entering time
Does your return occur after the end of the normal workday (answer Y or N)? (i.e. 5 PM)	N	
How many hours later?	0	
Returning From:	Fort Collins, CO	Be sure to include mileage chart or map printout
Miles to worksite:	495	

Airline or other fares (train, bus, taxis, airport transport, parking, etc.)

Air fare		\$ -
Other fares	Car rental and fuel	\$ 350.02
Parking		\$ -
All receipts must be attached		\$ 350.02

Mileage

990 miles at	0.450 per mile	\$ -
--------------	----------------	------

Lodging Reimbursement

List the charge by date for lodging. Itemized receipts must be attached to this form to receive reimbursement.

Date	3/16-3/22/2019	Daily Total	\$ 665.06
Date		Daily Total	\$ -
Date		Daily Total	\$ -
Date		Daily Total	\$ -
Date		Daily Total	\$ -
LODGING TOTAL			\$ 665.06

Meals

List the charge by date for lodging. Itemized receipts must be attached to this form to receive reimbursement.

Date	3/16 (23.89) 3/17 (33.91)	Daily Total	\$ 57.80
Date	3/18 (4.44) 3/19 (31.68)	Daily Total	\$ 36.12
Date	3.20.19	Daily Total	\$ 21.60
Date	3.21.19	Daily Total	\$ 26.38
Date	3.22.19	Daily Total	\$ 11.71
MEALS TOTAL			\$ 153.61

(Maximum is \$30 per day in state and \$45 per day out of state)

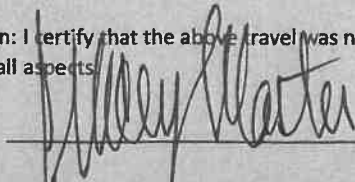
Total Cost of Travel

\$ 1,168.69

Amount Due To Traveler Upon Return \$ 1,168.69

Traveler Certification: I certify that the above travel was necessary and proper County business and the amounts claimed are just and true in all aspects.

Signature



Date

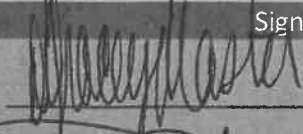
3/25/19

Approvals

Signatures

Date

Department Head



3/25/19

County Manager



3/25/19

County Commission

Defensive Driving Requirement

Do you have a current National Safety Council Defensive Driving Certificate (within last 2 years)?

Yes

No

If yes, please attach a copy of your certificate.

If no, you are not allowed to collect mileage or per diem as per the TC Personnel Manual Section 11.1 and TC Safety Manual and Loss Control Handbook Section VI.

Per Diem Explanation

If you are traveling within the 50-mile radius and are requesting per diem, an explanation must be noted. Likewise, if you are traveling outside the 50-mile radius and not requesting per diem, an explanation must be noted.

My Road Trip

From:

Estancia, (Torrance County), NM.

To:

Fort Collins (Larimer County), CO

Estimated Fuel Costs:

Need to provide MPG

Total Trip Length:

495.3 mi

Total Drive Time:

07:60

Start at stop #1: Estancia, (Torrance County), NM.

1. Start out going north on NM-41/5th St toward County Road A049. Continue to follow NM-41. - Go 16.6 miles (20min, 23sec)
2. Merge onto I-40 E. - Go 34.1 miles (27min, 49sec)
3. Take EXIT 230. - Go 0.2 miles (0min, 29sec)
4. Turn left onto NM-3. - Go 32 miles (49min, 55sec)
5. Merge onto I-25 E (Crossing into Colorado). - Go 349.9 miles (322min, 10sec)
6. Take unnamed road. - Go 4.6 miles (4min, 19sec)
7. Stay straight to go onto I-25. - Go 0.1 miles (0min, 5sec)
8. Take unnamed road. - Go 0.9 miles (0min, 53sec)
9. Stay straight to go onto I-25 N. - Go 52 miles (44min, 13sec)
10. Take EXIT 269B toward Fort Collins. - Go 0.2 miles (0min, 18sec)
11. Merge onto E Mulberry St. - Go 4 miles (6min, 49sec)
12. E Mulberry St becomes W Mulberry St. - Go 0.4 miles (1min, 7sec)
13. Turn right onto Canyon Ave. - Go 0.1 miles (0min, 38sec)
- 14.

Turn slight left onto S Sherwood St.

End at stop #2: Fort Collins (Larimer County), CO

Stop #1

Name: Estancia, (Torrance County), NM.

Address: Estancia, (Torrance County), NM.

Stop #2

Name: Fort Collins (Larimer County), CO

Address: Fort Collins (Larimer County), CO

RENTAL AGREEMENT NUMBER 217211514

RESERVATION NUMBER 03453123-US-2

Customer Name : MASTER, TRACEY
Driver's Lic Number : USNMXXXXX1336
Budget Corp Disc. : PRE-EASTER 2019
Methods of Payment : VISA XX4140

Budget Car Num : 9 0 0 7 6 3 5
Plate Number : NM 292WCY
Veh Description : WHI FIA SOUL
Odometer Out : 2572 MIs
Fuel Gauge Reading: Full

Pickup Date/Time : MAR 16, 2019 09:27 AM
Pickup Location : 1901 UNIVERSITY BOULEVARD NE
ALBUQUERQUE, NM, 87112, US

Return Date/Time : MAR 23, 2019 09:00 AM
Return Location : 1901 UNIVERSITY BOULEVARD NE
ALBUQUERQUE, NM, 87112, US

Additional Fees May Apply If Changes Are Made To Your Return Date, Time And/Or Location.

YOUR ESTIMATED VEHICLE CHARGES

REN 99 RES. FE NOT RET ELY RT=	50.00MAX	18 DAY	
RATE CHART TIME AND MILEAGE			
DRLY :	41.26		
AD BY :	41.67		
FEF :	250.00	PER	250.00= 250.00
PLA :	Unlimited		
	Less 10.0% Discount =		25.00
Adjustment + Coupon (C)			25.00
Your Estimated Time & Mileage:		200.00	
ENERGY RECOVERY FEE	.50 /DY	+	4.50
VEHICLE LIC. FEE	.42 /DY	+	2.52
Estimated Subtotal Charges:			207.14
Sales Tax	12.875%	+	26.67
\$2/DY NM STATE SURECA		+	14.00
Repay Voucher	247.81		247.81
YOUR ESTIMATED TOTAL CHARGES			0.00
\$2/DY NM SURECNG			

YOUR OPTIONAL PRODUCTS/SERVICES

Loss Damage Waiver	30.59/Day	Declined
Personal Accident and Effects	9.95/Day	Declined
Emergency Sickness Plan	5.00/Day	Declined
Supplemental Liability Insurance	13.35/Day	Declined

By my initials I accept and decline optional services/products as shown above. *Xjm*

Please return the vehicle with the same fuel level as you received it. Please provide a receipt for fuel purchased. If you do not, additional fuel fees may apply: 800-874 MIs equals a 15.99 flat rate fee, 075 MIs and above equals .3996 per MI or 9.990 per Gal. *Xjm*

I understand that important information on cashless toll roads, and e-Toll services can be found at budget.com/etoll. *Xjm*

-----NOTICES-----BUDGET-----NOTICES-----BUDGET-----NOTICES-----BUDGET-----NOTICES-----

Loss Damage Waiver is optional. An added daily cost of 30.59 covers your responsibility for damage to our car. Check with your insurer as this may be duplicative of your own car insurance. I agree the charges listed above are estimates and that I have reviewed/agreed to all notices/terms here and in the rental jacket. No additional drivers allowed without prior written consent. Tickets, fines and admin fees to be charged to this rental. *Xjm*

If you have questions regarding this rental, call us at 505-696-4771 This vehicle was rented to you by LOUELLA



Cambria Suites (CO214)

2921 East Harmony Road
 Fort Collins, CO 80528
 (970) 267-9000
 GM.CO214@choicehotels.com

Account: 634186062

Date: 3/22/19

Room: 109 ssc

Arrival Date: 3/16/19

Departure Date: 3/22/19

Check In Time: 3/16/19 7:27 PM

Check Out Time: 3/22/19 5:55 AM

Rewards Program ID: GP-TXM100323

You were checked out by: tlear

You were checked in by: balica

Total Balance Due: 0.00

SENIOR RATE/AARP

MASTER, TRACEY

PO BOX 2902

MORIARTY, NM 87035

Post Date	Description	Comment	Amount
3/16/19	Misc. Food & Beverage	Misc. Food & Beverage	4.00
3/16/19	Misc. Food & Beverage	Misc. Food & Beverage	19.04
3/16/19	Room Charge	#109 MASTER, TRACEY	107.10
3/16/19	State Tax		3.11
3/16/19	City/County Tax		4.98
3/16/19	Occupancy Tax		3.21
3/17/19	Room Charge	#109 MASTER, TRACEY	98.10
3/17/19	State Tax		2.84
3/17/19	City/County Tax		4.56
3/17/19	Occupancy Tax		2.94
3/18/19	Room Charge	#109 MASTER, TRACEY	107.10
3/18/19	State Tax		3.11
3/18/19	City/County Tax		4.98
3/18/19	Occupancy Tax		3.21
3/19/19	Room Charge	#109 MASTER, TRACEY	116.10
3/19/19	State Tax		3.37
3/19/19	City/County Tax		5.40
3/19/19	Occupancy Tax		3.48
3/20/19	Room Charge	NOISE DISRUPTION	(50.00)
3/20/19	State Tax	Adjustment	(1.45)
3/20/19	City/County Tax	Adjustment	(2.33)
3/20/19	Occupancy Tax	Adjustment	(1.50)
3/20/19	Room Charge	#109 MASTER, TRACEY	116.10
3/20/19	State Tax		3.37
3/20/19	City/County Tax		5.40
3/20/19	Occupancy Tax		3.48
3/21/19	Room Charge	#109 MASTER, TRACEY	107.10
3/21/19	State Tax		3.11
3/21/19	City/County Tax		4.98
3/21/19	Occupancy Tax		3.21
3/22/19	Visa Payment		(688.07)
		XXXXXXXXXXXX4240	

Food

Folio Summary 3/16/19 - 3/22/19

Room Charge	601.60
State Tax	17.46
City/County Tax	27.97
Occupancy Tax	18.03
Misc. Food & Beverage	23.01
Visa Payment	(688.07)

Balance Due: 0.00

This rate is eligible for partner rewards. If this rate is changed, you may no longer be entitled to Choice Privileges points.

\$665.06

x



Congratulations. You are earning Choice Privileges Points for this stay.

DETAILED BREAKDOWN OF ACTUAL EXPENDITURES
MRT TRAINING - FORT COLLINS, COLORADO
JUNE 18 - 22, 2018

LODGING	3/16-322/2019	CAMBRIA HOTELS	665.06
		TOTAL LODGING	665.06
MEALS	3/16/2019	Pecos River RV Camp	4.88
		Cambria Suites Fort Collins	19.01
		DAILY TOTAL	23.89
	3/17/2019	Walmart	27.52
		Burger King	6.39
		DAILY TOTAL	33.91
	3/18/2019	Taco Bell	4.44
		DAILY TOTAL	4.44
	3/19/2019	Taco Bell	4.88
		Walmart	26.8
		DAILY TOTAL	31.68
	3/20/2019	Walmart	19.28
		Burger King	2.32
		DAILY TOTAL	21.6

3/21/2019

Little Caesars
Safeway

5.38
21

DAILY TOTAL

26.38

3/22/2019

McDonalds
Super Save

3.03
8.68

DAILY TOTAL

11.71

153.61

WELCOME
INTERSTATE 66
09453614
INTERSTATE 66
586 CLAYTON RD
RATON NM
87740

DATE 3/22/19 10:41
TRAN# 9013770
PUMP# 01
SERVICE LEVEL: SELF
PRODUCT: REGULAR
GALLONS: 11.905
PRICE/G: \$ 2.599
FUEL SALE \$30.94
CREDIT \$30.94

ENTRY METHOD USED :
Swipe
VISA
Acct: 4240
Term ID: 21
AUTH: 00-05464C
Batch: 14 Seq: 029
INVOICE: 103917
Tran: 200120
DEALER#: 09453614
Term ID: 21
Your opinion
counts! Enter to
Win 1 of 60 \$25
gas gift cards!!!
Provide feedback
www.gasvisit.com
THANK YOU
HAVE A NICE DAY

WELCOME
09428921
CIRCLE K 2701777
2001 MENDAL NE
ALBUQUERQUE NM
87107

DATE 03/22/19 16:17
TRAN# 9063033
PUMP# 06
SERVICE LEVEL: SELF
PRODUCT: UNLD
GALLONS: 9.328
PRICE/G: \$ 2.439
FUEL SALE \$ 22.75
CREDIT \$22.75

ENTRY METHOD USED :
Swipe
VISA
Acct: 4240
Term ID: 21
AUTH: 00-03374C
ZIP ENTERED
Batch: 07 Seq: 018
INVOICE: 161455
Tran: 2032987

DEALER#: 09428921
Term ID: 21
Your opinion
counts! Enter to
Win 1 of 60 \$25
gas gift cards!!!
Provide feedback
www.gasvisit.com
THANK YOU
HAVE A NICE DAY

Fuel

3/16

+

3/19/19

Trinidad Fuel Stop #801
I 25 AT EXIT 11
TRINIDAD CO 81082

(DUPLICATE RECEIPT)

3/16/2019 1:00:16 PM

Register: 100 Tran Seq No: 4234709
Store No: SHELL ICR

Fuel Sale
Pump # 2 Unleaded
9.409 Gallons @ \$2.499/Gal \$23.51

Sub Total: \$23.51
Tax: \$0.00
Total: \$23.51
Discount Total: \$0.00

Credit: \$23.51
Change \$0.00

XXXX XXXX XXXX 4240
VISA
Swiped
APPROVED
AUTH # 00142C
INV # 631606

Local Store Discount
Join Fuel Rewards
Never Pay Full Price
Save on every fill
fuelrewards.com/gold

Thanks
For Your Business

3/19/2019 7:52:21

Order Number:
Circle K 2741152
4502 Timberline Rd
Fort Collins CO 80525
(970) 206-1459
Term: 102
Appr : 00872C

UNL-REG
PUMP No. 05
Gallons 11.169
PRICE/G \$2.239
TOTAL FUEL \$25.01
TOTAL SALE \$25.01
SALE
Visa
Card Num : (S)
XXXXXXXXXXXX4240

03/19/2019 07:50:24

I agree to pay the
above Total Amount
according to Card
Issuer Agreement.

THANK YOU
HAVE A NICE DAY

3/16/19

PECOS RIVER STAION
2 REGALIA LANE
SAN JOSE, NM 87565
575-421-2211

PECOS RIVER RV CAMP
HCR 73, BOX 30
SAN JOSE NM 87565
L335147436001

03/16/2019 10:45:25 AM
Register: 1 Trans #: 8019 Op ID: 15
Your cashier: Marcus

White Cheddar	\$1.89	99
16.9oz Arrowhead	\$1.00	99
Deli Express Cheese	\$1.99	99

Subtotal =	\$4.88	
Tax =	\$0.00	

Total =	\$4.88	
Change Due =	\$0.00	
Credit	\$4.88	

XXXX XXXX XXXX 4240 Visa
MASTER/TRACEY
INVOICE: 003583
AUTH 09341C
=====

POS Purchase/Capture
Sequence Number 41210
APPROVED 09341C
=====

I agree to pay the above total amount
according to the card issuer agreement.

THANK YOU, PLEASE COME AGAIN!!!

Cambria Suites Fort Collins
2921 East Harmony RD
Fort Collins, CO 80528
(970) 267-9000

Server: Danielle
109/1
Guests: 1
Reprint #: 1

03/16/2019
7:59 PM
10038

GrnChili Burger	15.00
Subtotal	15.00
Tax	1.01
Total	16.01

Balance Due 16.01

Room # 109

Print Name Tracey Master

+ Tip: 3.00

= Total: 19.01

X 

Thank You
Please Come Again !!!

3/17/2019



970-667-3331 Mgr: COLE UNDERWOOD
250 W 65TH ST
LOVELAND CO 80538

ST# 01008	OP# 009044	TE# 44	TR# 00842
WNTR GRN	004142003463	F	4.98 R
A2 KCRN GCT	007615023211	F	2.54 R
OATMEAL	007874224604	F	1.82 R
QKR OATMEAL	003000001210	F	2.28 Y
BELVITA	004400002829	F	2.76 R
BELVITA SAND	004400004326	F	2.76 R
BELVITA	004400003420	F	2.76 R
LAC 8PK CRAN	001299322132	F	3.00 X
LAC 8PK CRAN	001299322132	F	3.00 X
PASSIONFRUIT	001299344201	F	3.00 X
DISCOUNT GIVEN			2.66
SUBTOTAL			26.24
TAX 1	6.700 %		0.54
TAX 2	3.000 %		0.54
TAX 5	2.900 %		0.20
TOTAL			27.52
VISA TEND			27.52

VISA CREDIT ***** 4240 I 2
 APPROVAL # 04986C
 REF # 907600607506
 TRANS ID - 469076659128044
 VALIDATION - W9LL
 PAYMENT SERVICE - E
 AID A0000000031010
 TC F94AF8E98ECCFE3B
 TERMINAL # SC011186
 *NO SIGNATURE REQUIRED

03/17/19 12:18:39
CHANGE DUE 0.00

ITEMS SOLD 10
TC# 0902 2378 4438 6045 3274



Low Prices You Can Trust. Every Day.

03/17/19 12:18:39

CUSTOMER COPY

Scan with Walmart app to save receipts



Burger King #25196

250 W. 65th Street
Loveland, CO, 80538

ORDER 40

TAKE OUT

1 SP CSP CK & WHOP MIX	6.00
1 * SPICY CRISPY CHK	
1 * WHOPPER	

SUBTOTAL	6.00
6.45% TAX	0.39

TOTAL	6.39
CREDIT CARD	6.39
CHANGE	0.00

TOTAL CHARGE 6.39

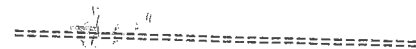
Visa

AcctNum: XXXXXXXXXXXX4240
Auth: 00289C
RefNum: 000840
Merchant, Id: 456206120994

RETAIN THIS COPY FOR YOUR RECORDS
CUSTOMER COPY

Survey Code: 29453-30201-27111-090637

WHOPPER® Sandwich for your thoughts:
www.mybkexperience.com



Burger King #25196
Sun Mar 17 2019 12:23 PM T=OOL I=1 C=9451

TURN ME OVER FREE WHOPPER

3/18/19

For a Chance to WIN
See Back of Receipt
Survey Code: 2403-8037-1918-3317
(Diganos en Espanol)

Taco Bell 030718
115 65th St.
Loveland, CO 80538
(970)667-2336

3/18/2019 12:41:23 PM
Order 397334 Cashier: Mikayla M

3 Soft Taco 4.17
SubTotal 4.17
Tax 0.27
Total 4.44
Visa 4.44
Acct:XXXXXXXX4240

Approval:03317C

SH GIVEAWAY ON BACK | \$500 CASH GIVEAWAY ON BACK | \$500 CASH GIVEAWAY

3/19/2019

PAID ON BACK

 For a Chance to WIN
 See Back of Receipt
 Survey Code: 1103-8037-1319-3515
 (Diganos en Espanol)

Taco Bell 030718
 115 65th St.
 Loveland, CO 80538
 (970)667-2336

3/19/2019 11:58:13 AM
 Order 397561 Cashier: Destini A

1 Soft Taco	1.39
1 Chalupa Beef Sup	3.19
SubTotal	4.58
Tax	0.30
Total	4.88
Gift Card - Relo	4.88
Acct:XXXXXXXX0000	

Approval:739648

***** \$500 CASH GIVEAWAY ON BACK *****

Walmart

970-667-3331 Mgr:COLE UNDERWOOD
 250 W 65TH ST
 LOVELAND CO 80538

SI# 01008	OP# 009050	TE# 50	TR# 05680
BUBLY	001200017147	F	3.38 R
BUBLY	001200017147	F	3.38 R
BUBLY	001200017149	F	3.38 R
WNTR GRN	004142003463	F	4.98 R
WNTR GRN	004142003463	F	4.98 R
SMARTFOOD	002840017141	F	2.98 R
RUFFLES	002840067669	F	2.50 R
BELVITA	004400003420	F	2.76 R
DISCOUNT GIVEN			2.83
SUBTOTAL			25.51
TAX 2	3.000 %		0.77
TAX 5	2.900 %		0.52
TOTAL			26.80
VISA TEND			26.80

VISA CREDIT ***** 4240 I 2
 APPROVAL # 07018C
 REF # 1042000314
 TRANS ID - 389078659400714
 VALIDATION - FRTS
 PAYMENT SERVICE - E
 AID A0000000031010
 TC 4B064548CD29102F
 TERMINAL # SC010412
 *NO SIGNATURE REQUIRED

03/19/19 12:19:08
 CHANGE DUE 0.00

ITEMS SOLD 8
 TC# 3878 3109 2235 9939 709



Low Prices You Can Trust. Every Day.
 03/19/19 12:19:08
 CUSTOMER COPY

Scan with Walmart app to save receipts



3/21/2019

Little Caesars

Store ID 03433-00003
Phone

Order #390 **153**

TRACEY MASTER

Thu, Mar 21, 2019 01:15pm

Your Cashier Today is Mathew W.

SALE

Item	Price
Classic Pepperoni	\$5.00
Item Count	1
Taxable Total	\$5.00

Sales Tax \$0.38
Total \$5.38

Account: VISA CREDIT*****4240

Cardholder: TRACEY MASTER

Result: CAPTURED

Authorization Code: 05566C

Approved Amount: 5.38

Application Label: VISA CREDIT

Chip Indicator: Chip Read

CVM: SIGNATURE

Sequence #001-12973-0

TVR: 0880008000

TSI: E800

AID: A000000031010

IAD: 06010A0360A004

ARC: 00

TID: 001

Mode: issuer



Store 1552 Dir Garry Rickart
 Main:(970) 223-6335 Rx:(970) 223-2556
 1426 E. Harmony RD.
 Fort Collins CO

GROCERY

BUBLY SPARKLING	4.99 B
Regular Price	5.99
Card Savings	1.00-
BUBLY STRAWBERRY	4.99 B
Regular Price	5.99
Card Savings	1.00-
BUBLY SPRK WATER	4.99 B
Regular Price	5.99
Card Savings	1.00-
RUFFLES JALAPENO	4.29 B
REESES PEANUT BUTT.	0.50 B
Regular Price	0.99
Card Savings	0.49-

TAX 1.24
 **** BALANCE 21.00

Credit Purchase 03/21/19 13:07
 CARD # *****4240
 REF: 57001215127 AUTH: 0002421C

PAYMENT AMOUNT 21.00

AL VISA CREDIT
 AID A000000031010
 TVR 0800008000
 TSI E800

Visa	21.00
CHANGE	0.00
2.25	0.44
5.30% Sales Tax	0.79
2.90% SALES TAX	0.01
TOTAL TAX	1.24
TOTAL NUMBER OF ITEMS SOLD =	5
03/21/19 13:07 1552 7 163 5279	

3/22/19

209

Thank you for Visiting!
For assistance please call
(866) 253-6623 your comment
is carried to our entire
management team immediately!

PHELAN MANAGEMENT SERVICE is
an independently owned and operated
franchise of the McDonald's Brand
Survey Code:
06011-02090-32219-10534-00030-3

McDonald's Restaurant #6011
542 CLAYTON RD

NM
COLFAX

RATON, NM 87740
TEL# 575-245-5569

KS# 2 03/22/2019 10:53 AM
Side1 Order 09

2 Sausage Burrito 2.78
2 No Sauce

Subtotal 2.78
Tax 0.25
Take-Out Total 3.03

Cashless 3.03
Change 0.00

MER# 159952
CARD ISSUER ACCOUNT#
VISA CREDIT SALE *****4240
TRANSACTION AMOUNT 3.03
CHIP READ
AUTHORIZATION CODE - 00199C
SEQ# 067320
AID: A0000000031010

NOW HIRING - OPEN INTERVIEWS
MONDAY 2-4PM



SUPER SAVE #53
1265 S 2ND ST
RATON, NM 87740
575-445-2331

BUBLY PEACH 3.99 FA
CANDY LIFESAVER 2.19 FA
LAY'S LIGHTLY S 2.50 F

SUBTOTAL 8.68
TOTAL 8.68
CREDIT CARD 8.68
CREDIT ACCT 0.00

THANK YOU FOR
SHOPPING WITH US!

Date Time Lane Clerk Trans #
03/22/19 11:00 AM 3 104 130

..... CUSTOMER COPY

MID XXXXXX TID XXXXXXXX
Sequence # 030322160029

APPROVED 03727C
Credit Visa
Sale *****4240

Chip Read
Mode: Issuer
AID: A0000000031010
TVR: 0880008000
IAD: 06010A03A0A000
TSI: E800
ARC:
Total USD \$8.68

Mode: Issuer
AID: A0000000031010
TVR: 0880008000
IAD: 06010A03A0A000
TSI: E800
ARC:
Lane # 3 Checker # 104 Trans # 130
3/22/2019 11:00:30 AM

The Issuer of this Card is authorized
to pay the amount shown as 'Total'
upon proper presentation.
I promise to pay this total
subject to and in accordance
with the agreement governing
the use of this Card.



CERTIFICATE OF COMPLETION

Drivers License Number: 124052386
Course Completion Date: 09/25/2017

Control No.

09-2017

Security Control No.
508174

Name:

TRACEY J. MASTER
PO BOX 2902

Address:

Address:

City, State, Zip:

MORIARTY NM 87035

Training Center:

TORRANCE COUNTY

Instructor Name:

HANNA SANCHEZ

Instructor Number:

2196718

DDC 8/6

8 hours 6 hours

This certifies that the person named above
has successfully completed the National Safety Council
Defensive Driving Course 8/6.

THIS DOCUMENT IS VOID IF REPRODUCED



Understand the risks of distracted driving

- Talking on your cell phone, reading e-mail, putting on makeup or sending text messages are all examples of high-risk distracted driving
- People who use cell phones while driving are 4 times as likely to be in a crash
- More than 30 scientific studies agree that hands-free cell phones are not any safer to use when driving



Control No.

TRACEY J. MASTER

has completed the NSC


Defensive Driving Course 8 hours 6 hours

Drivers License Number:

Course Completion Date:

124052386

09/25/2017


Deborah A.P. Hersman
President & CEO

Instructional Hours:
6 HOURS

TORRANCE COUNTY

Training Center

HANNA SANCHEZ

2196718

Instructor

Instructor Number

Security Control No.

508174

Keep this card for your records. Void if reproduced.

Certificate of Completion

MAY IT BE KNOWN BY ALL WHO READ THIS THAT

Dr. Tracey Master

HAS COMPLETED 6.5 HOURS OF
MORAL RECONATION THERAPY®
BREAKING THE CHAINS OF TRAUMA TRAINING

PRESENTED THIS
21st Day of March 2019



**Correctional
Counseling, Inc.**


President and Founder

Certificate of Completion

MAY IT BE KNOWN BY ALL WHO READ THIS THAT

Dr. Tracey Master

HAS COMPLETED 32 HOURS OF BASIC TRAINING IN
MORAL RECONATION THERAPY®

PRESENTED THIS

21st Day of March 2019



Correctional
Counseling, Inc.



President and Founder

A handwritten signature in black ink, appearing to read 'Dr. Tracey Master', written over a horizontal line.



*Agenda Item
No. 12-G*



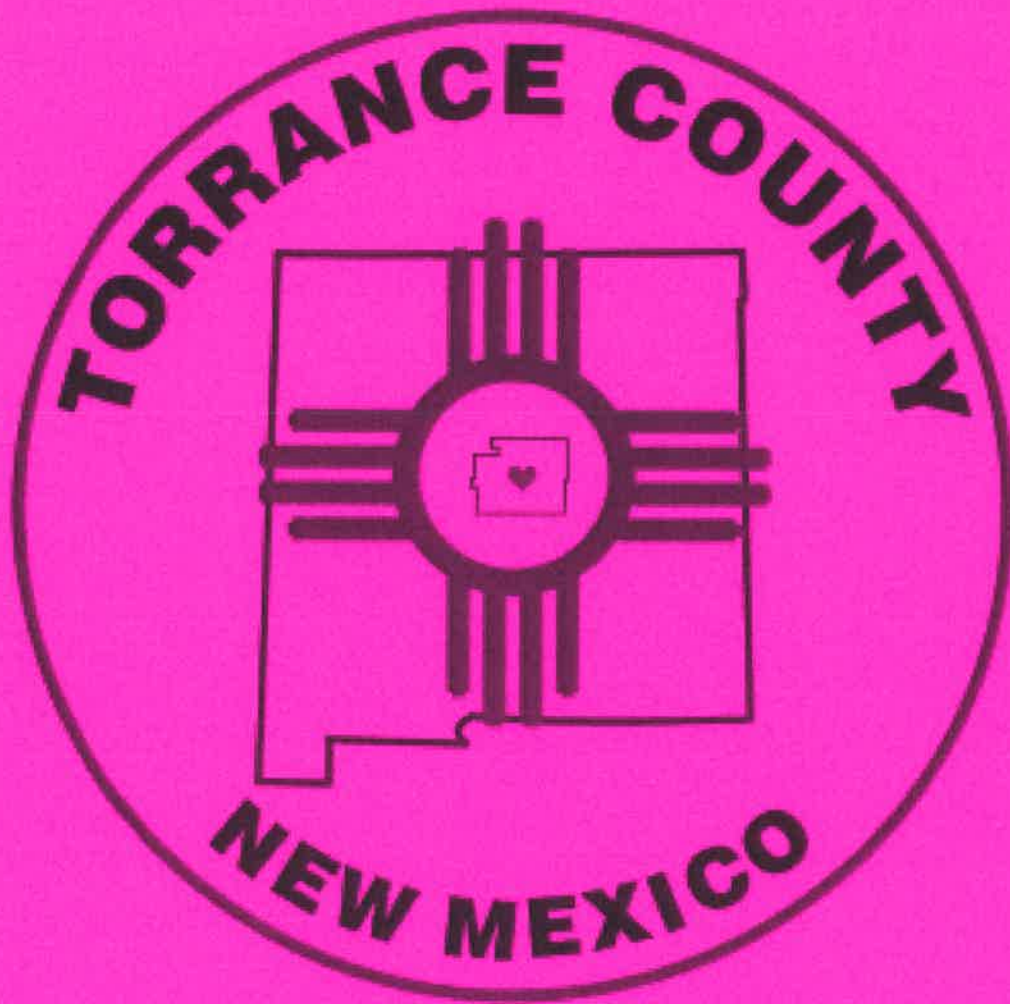
*Agenda Item
No. 13-A*



*Agenda Item
No. 14-A*



*Agenda Item
No. 15*



*Agenda Item
No. 16*