

**TORRANCE COUNTY**  
**COMMISSION MEETING**  
**September 28, 2022**  
**9:00 A.M.**

**For Public View**  
**Do Not Remove**





***Torrance County***  
BOARD OF COUNTY COMMISSIONERS (BCC)  
**Ryan Schwebach**, Chair, District 2  
**LeRoy M. Candelaria**, Vice Chair, District 3  
**Kevin McCall**, Member, District 1

**Janice Y. Barela**, County Manager

---

The meeting will be available via Zoom and the link may be found on the County's website [www.torrancecountynm.org/calendar](http://www.torrancecountynm.org/calendar). Click on the event to access Zoom Meeting information.

**ADMINISTRATIVE MEETING  
AGENDA**

**WEDNESDAY, September 28, 2022 @ 9:00 AM**  
**205 S. Ninth Street, Estancia, NM 87016**

- 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. Motion to approve the September 14, 2022 Torrance County Commission Meeting Minutes.
- 9. APPROVAL OF CONSENT AGENDA**
  - A. Motion to approve payables.
- 10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE**

Request a Motion to Adopt Ordinance No. 2022-\_\_\_\_ authorizing the issuance and sale Torrance County, New Mexico Taxable Industrial Revenue Bonds (El Corazon Wind LLC Project), Series 2022A in the maximum aggregate principal amount of \$2,541,000,000, and Torrance County, New Mexico Taxable Industrial Revenue Bonds (Mesa Canyons Wind LLC Project), Series 2022A in the maximum aggregate principal amount of \$959,000,000,



and in a combined aggregate principal amount not to exceed \$3,500,000,000, and associated documents. Jill Sweeney, Sherman and Howard, LLC and Rob Burpo, First American Financial Advisors, Inc. **Public Hearing**

**11. ADOPTION OF RESOLUTION**

**12. APPROVALS**

**A. GRANTS:** Motion to approve application for the Community Wildfire Protection Plan designed to help the affected jurisdictions, plan and prioritize implementing projects that can make a difference in protecting homes, residents and responding firefighters.

**13. DISCUSSION**

**A. MANAGER:** A presentation on a proposed new 75 MGW solar farm to be developed in Torrance County by Duke Energy and Amshore Renewable Energy. (Jeff Neves or Tylan Shelton/Duke Energy and Aaron Young/Amshore Renewable Energy)

**B. MANAGER'S REPORT**

1) Update on Torrance County Primary Election Audit (not completed)

**C. COMMISSIONERS' REPORTS**

1) Commissioner McCall, District 1

2) Commissioner Schwebach, District 2

3) Commissioner Candelaria, District 3

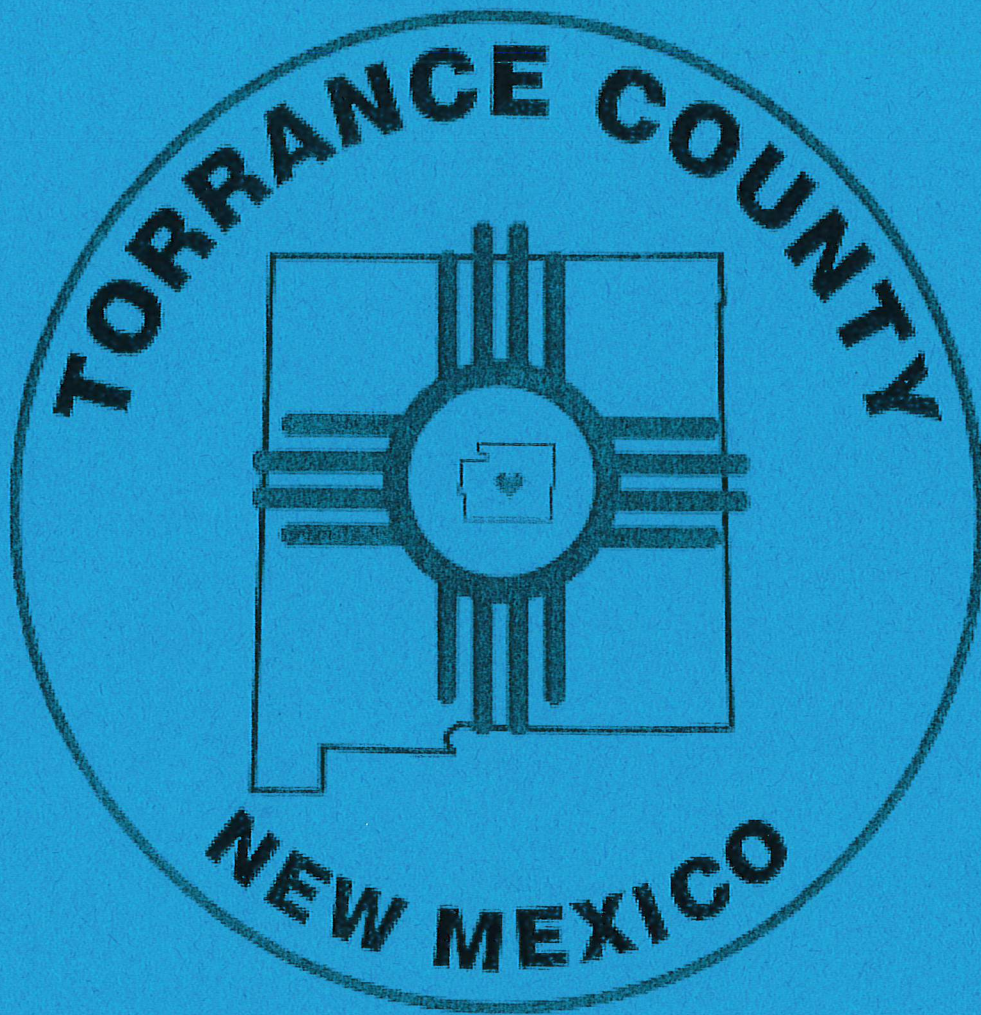
**14. EXECUTIVE SESSION**

**15. Announcement of the next Board of County Commissioners Meeting:** October 12, 2022

**16. SIGNING OF OFFICIAL DOCUMENTS**

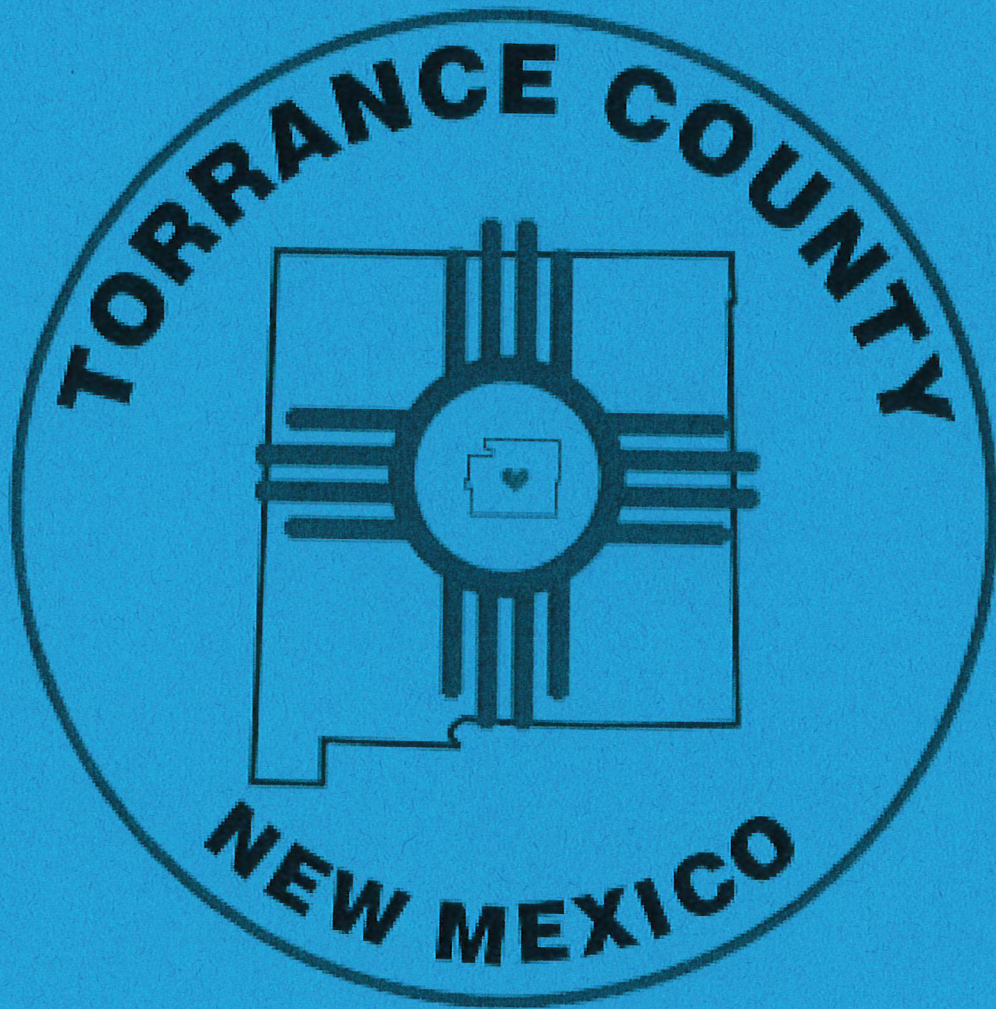
**17. ADJOURN**





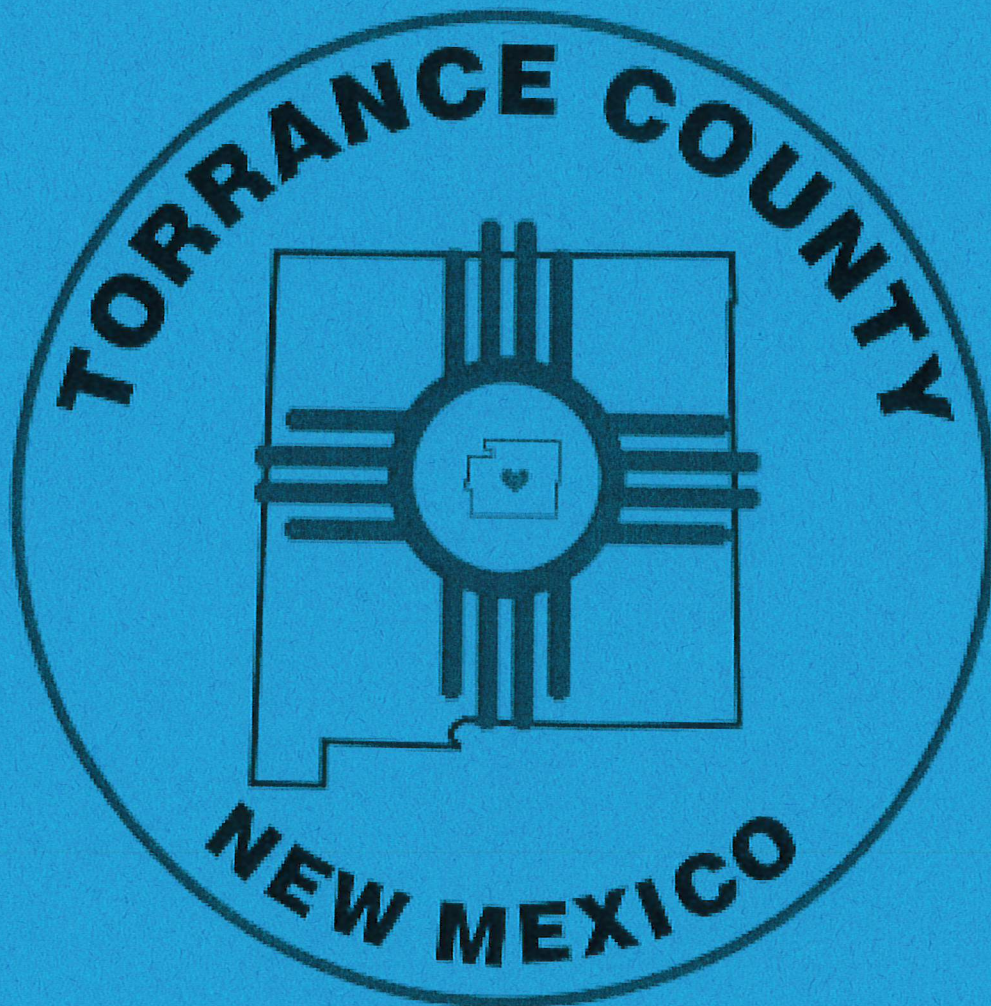
*Agenda Item  
No. 1*





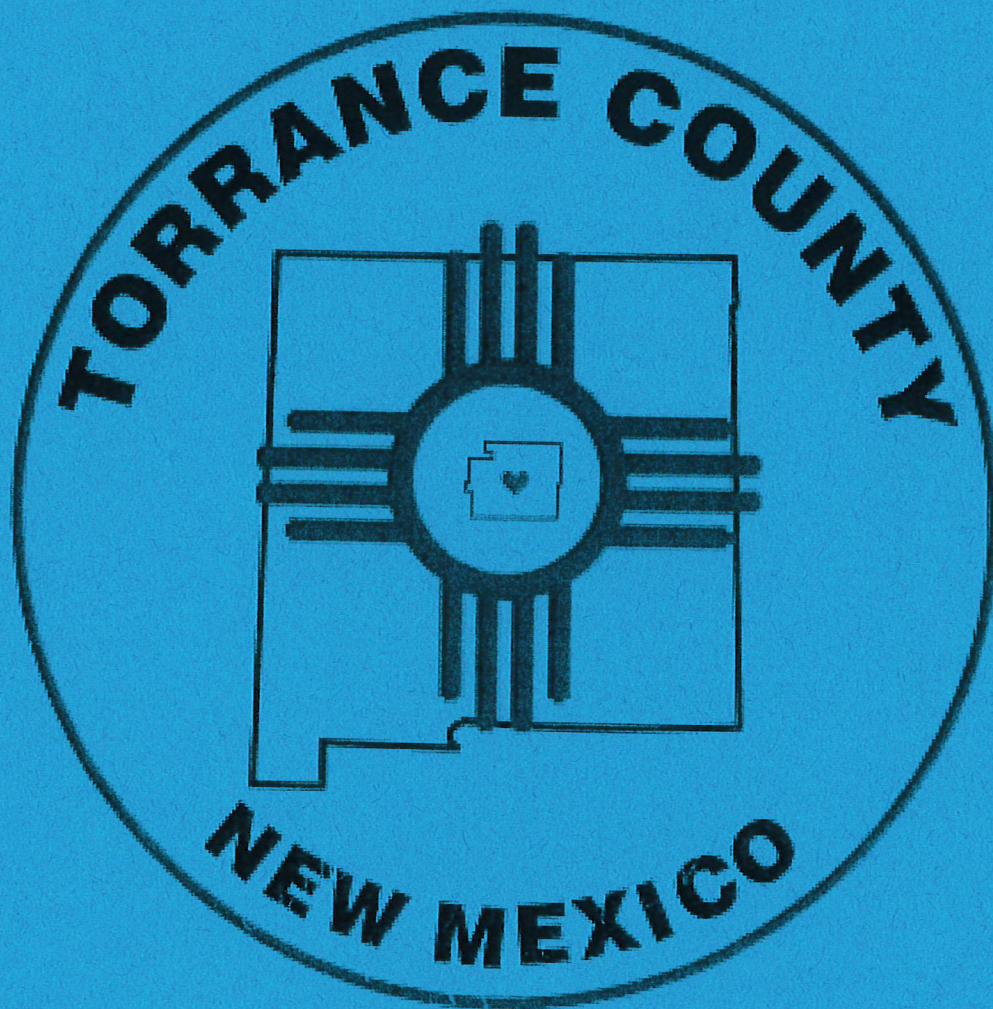
*Agenda Item*  
*No. 2*





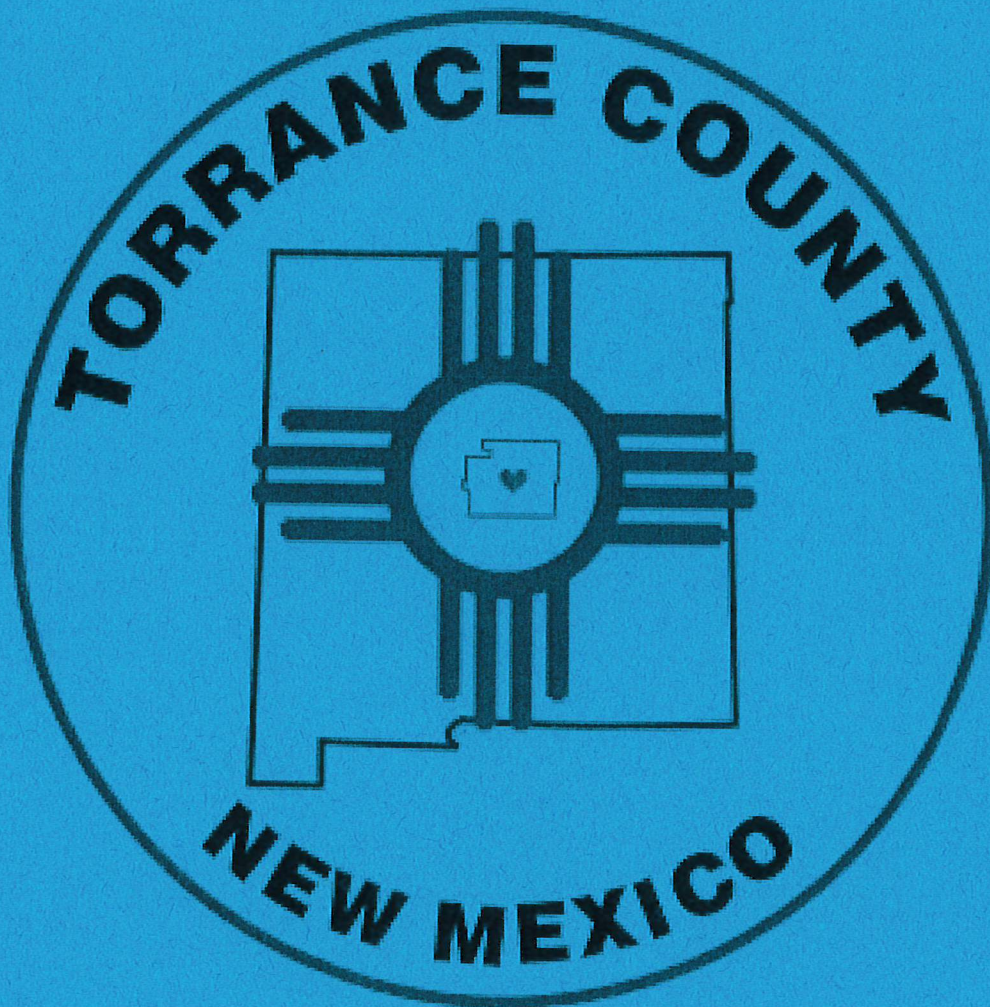
*Agenda Item  
No. 3*





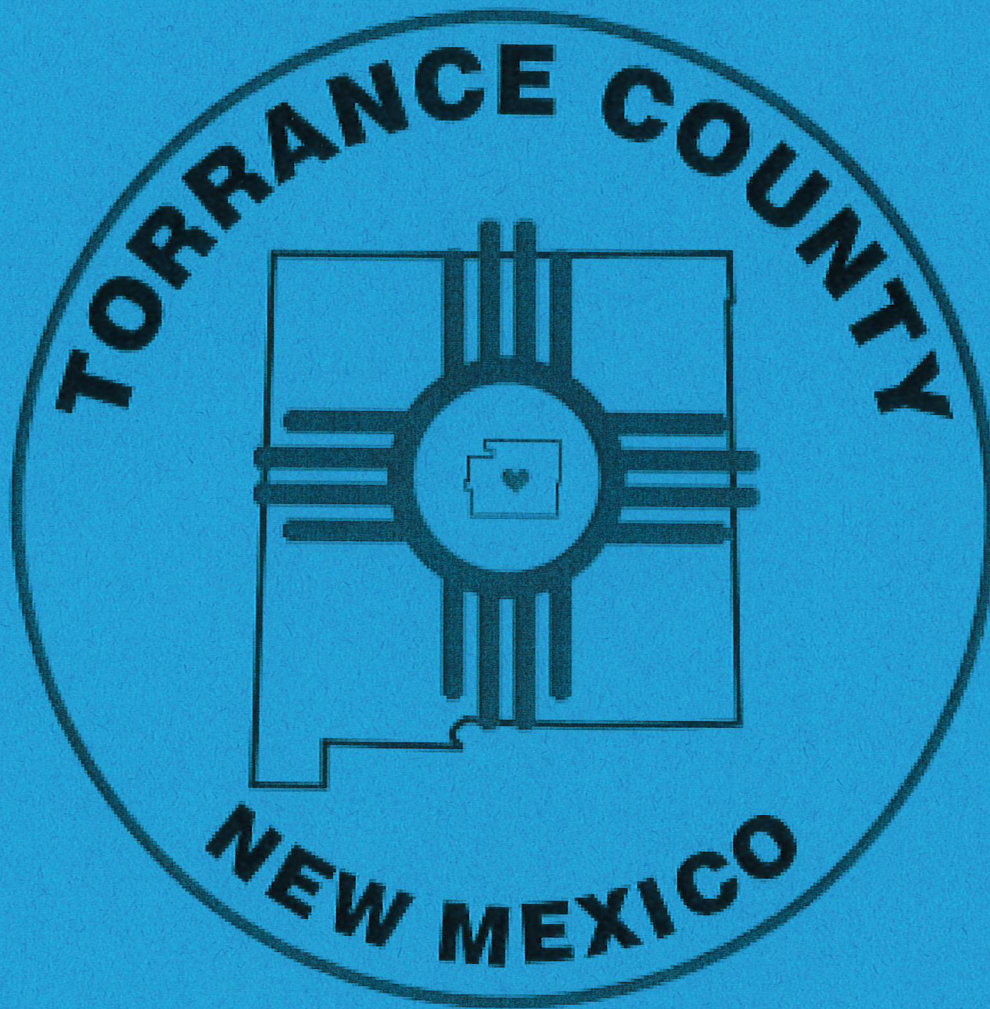
*Agenda Item  
No. 4*





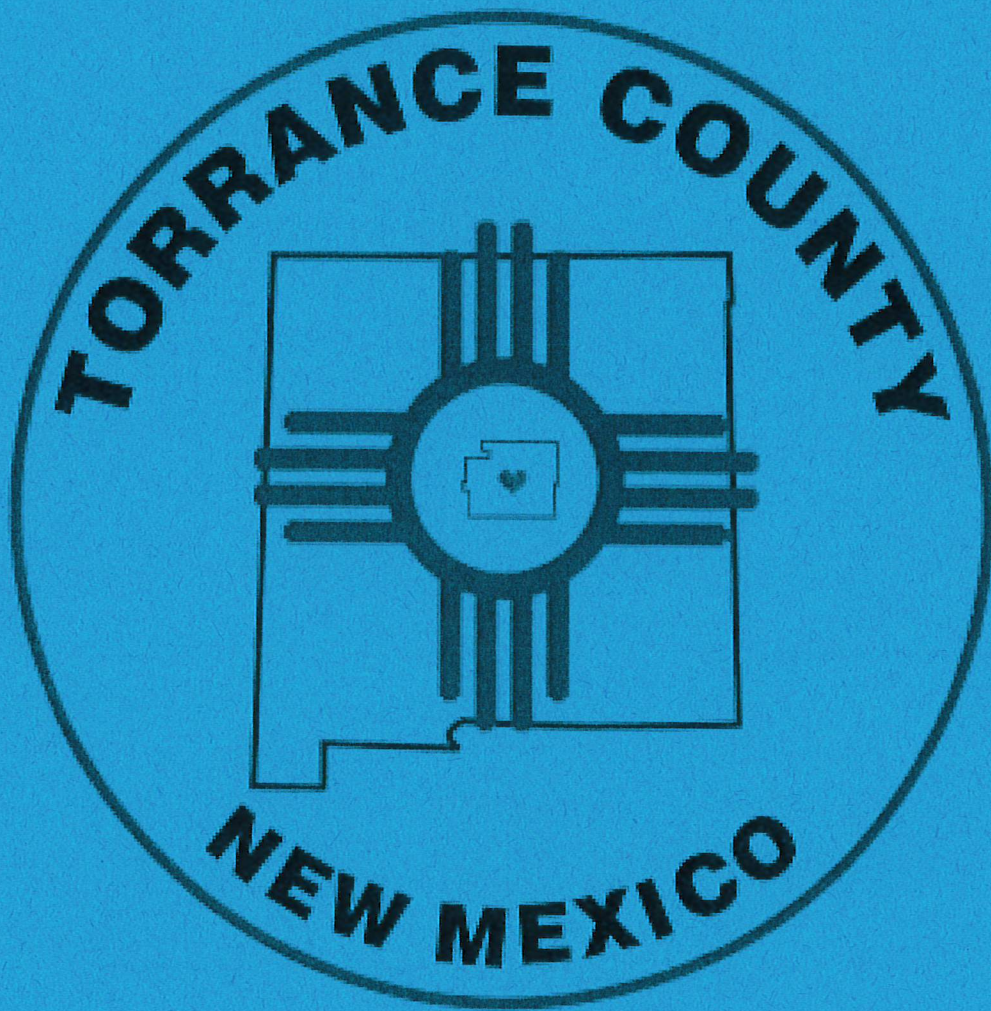
*Agenda Item  
No. 5*





*Agenda Item  
No. 6*

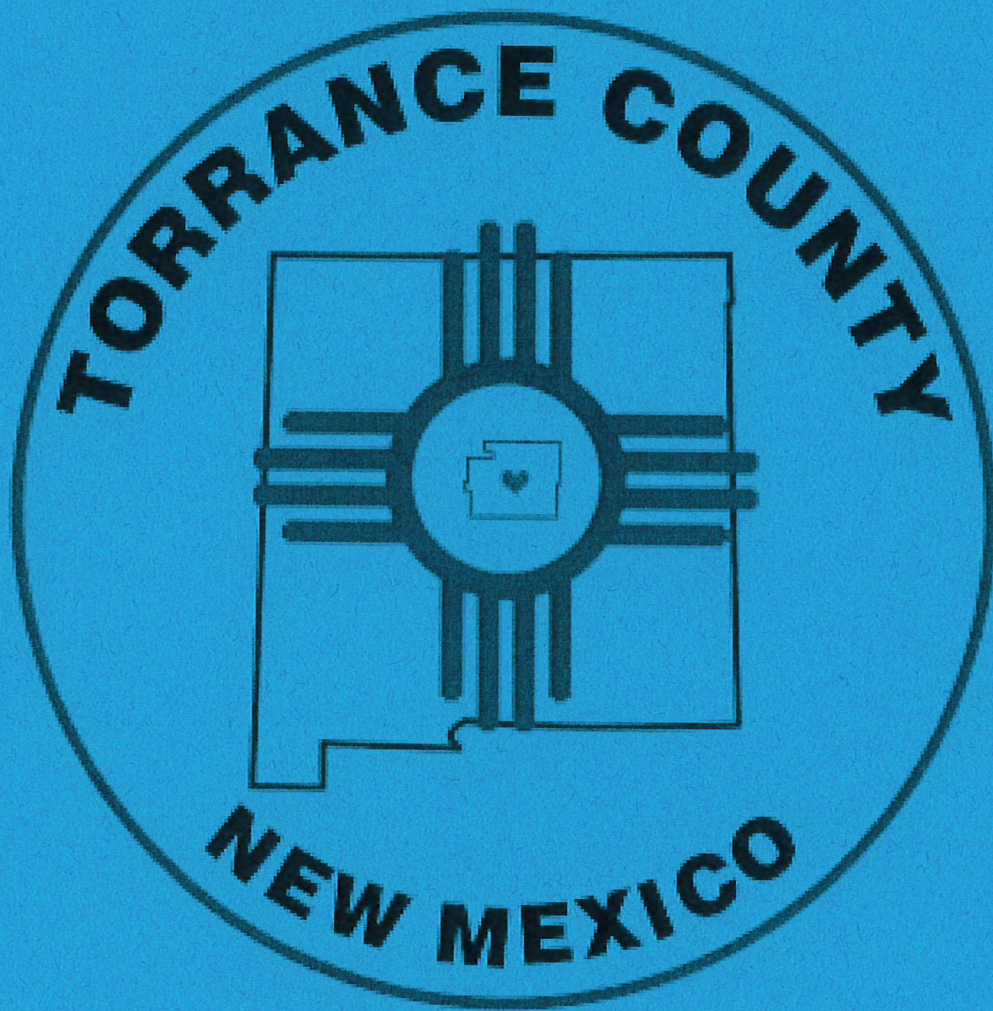




*Agenda Item*

*No. 7*





*Agenda Item*  
*No. 8-A*



**Torrance County Board of Commissioners**

**Regular Commission Meeting**

**September 14, 2022**

**9:00 AM**

**Commissioners Present:**     **RYAN SCHWEBACH – CHAIR**  
****LEROY CANDELARIA-VICE CHAIR****  
****KEVIN McCALL- MEMBER****

**Others Present:**               **JANICE BARELA – COUNTY MANAGER**  
****JUAN TORRES - DEPUTY COUNTY MANAGER,****  
****INTERIM FINANCE DIRECTOR****  
****MICHAEL GARCIA – COUNTY ATTORNEY****  
****VALERIE SMITH – ADMINISTRATIVE ASSISTANT****

**1.     CALL MEETING TO ORDER**

**Chairman Schwebach:** Called meeting to order at 9:04 A.M.

**2.     INVOCATION & PLEDGE**

**PLEDGE:**

**Chairman Schwebach:** Led the Pledge of Allegiance.

**INVOCATION:**

**Commissioner Candelaria:** Led the invocation.

**3.     CHANGES TO THE AGENDA:**

**Madam County Manager Barela:** Proposed to move Discussion Items 13 A & B to after Item 10.

**Chairman Schwebach:** Approved proposed changes to the agenda.

**4.     PROCLAMATIONS**



- A. DWI PREVENTION PROGRAM:** Proclamation naming September 2022 as Suicide Prevention Month in Torrance County.

**ACTION TAKEN:**

**Chairman Schwebach:** Made a motion to proclaim September 2022 as Suicide Prevention Month in Torrance County.

**Commissioner Candelaria:** Seconded the motion.

**Tracey Master, Torrance County DWI Awareness & Prevention:** Read the proclamation naming September 2022 as Suicide Prevention Month in Torrance County into record.

**Roll Call Vote:**

**Chairman Schwebach: Yes; Chairman Schwebach: Yes; Commissioner McCall: Yes.**

**MOTION PASSES.**

**5. CERTIFICATES AND AWARDS**

- A. CLERK: Recognition of Employee Service Pin: Genell Chavez-Morris (5.)**

**Deputy County Clerk Sylvia Chavez:** Recognized Genell Chavez-Morris for five years of service and accepted a pin on her behalf.

- B. SHERIFF: Recognition of Employee Service Pin: Ryan Cordova-Collier (5.)**

**Madam County Manager Barela:** Recognized Sgt. Ryan Cordova-Collier for five years of service and accepted the pin on his behalf.

**6. BOARD AND COMMITTEE APPOINTMENTS**

**None**



## 7. PUBLIC COMMENT and COMMUNICATIONS

**Chairman Schwebach:** Opened the floor for public comment and communications.

**Madam County Manager Barela:** Introduced the public commenters in person and on Zoom.

**Charlene Guffy:** Thanked the County Manager, Clerk's Office and the volunteers that helped with the unofficial tally count of the Primary Election. She thanked Deputy County Manager Juan Torres for putting up the signs in the Torrance County Park and observed that they seem to be helping. She also thanked Tracey Master for her Suicide Prevention and Awareness work.

**Torrance County Fire Chief Don Dirks:** Updated the Commission on the District 3 water issues. They were able to get a quote, and the Commission gave the Fire Department the money to get the well fixed. They are now just waiting on the permit from the State Engineer's Office.

Chief Dirks updated the Commission on the status of the return payments that they had been awaiting. The first payment came through, it is from April in the amount of \$31,000. He explained that this should catch them up, and the checks will now come more frequently.

**Patty Alexander, Torrance County Resident:** Said that the paving of McNabb Road looked very good and asked if Martinez is on the list of roads to be fixed. She also asked about volunteering for the upcoming general election.

**Chairman Schwebach:** Answered that yes, Martinez is on a list with many other roads that will eventually get fixed.

**Madam County Manager Barela:** Explained that she will get in touch with the County Clerk and get back to Ms. Alexander with an answer on dates that election volunteers are being recruited.

**Deputy County Manager Torres:** Introduced Rob Wagner on Zoom.

**Rob Wagner, Torrance County Libertarian Party Chair:** Mr. Wagner thanked the Commission, the County Manager and the County Clerk's Office for help with the unofficial audit. When the community was concerned after the certification of the election, he was skeptical of the resolution to investigate the elective process but has been pleased with the results. There were many members that showed they really care. There were a few that seemed like they didn't care but said he will take that up with the County Clerk if they are part of the Election Board going forward. He said that there are many people in the



community concerned, but the efforts of the Commission and the County Manager and Clerk's Office are acknowledged.

**8. APPROVAL OF MINUTES**

**A. County Regular Commission Meeting Minutes.**

**ACTION TAKEN:**

**Chairman Schwebach:** Made a motion to approve the August 24, 2022, Torrance County Regular Commission Meeting Minutes.

**Commissioner Candelaria:** Seconded the motion.

**Roll Call Vote:**

**Commissioner Candelaria: Yes; Chairman Schwebach: Abstained from voting due to absence from meeting; Commissioner McCall: Yes.**

**MOTION PASSES.**

**9. APPROVAL OF CONSENT AGENDA**

**A. FINANCE: Motion to approve payables.**

**ACTION TAKEN:**

**Chairman Schwebach:** Made a motion to approve payables.

**Commissioner McCall:** Seconded the motion.

**Roll Call Vote:**

**Commissioner Candelaria: Yes; Chairman Schwebach: Yes; Commissioner McCall: Yes.**

**MOTION PASSES.**

**B. Planning & Zoning: Approval of special use for fuel storage and distribution facility.**



**Chairman Schwebach** : Opened the item for discussion.

**Donald Goen, Director of Planning & Zoning:** Everything is order, and there were representatives from the company there available to talk. This will be a multi-county service distribution center. He explained where the project will be, on the north end on Highway 41. There is a plan to expand the highway at the expense of the company. He recommended this project for approval.

**Burrell Barnes, Land Manager, Land Department, Capital Projects, Alamos Terminal:** Introduced the fuel storage and distribution facility project to the County. The project will be South of the county line, will not intersect with County Road. It loops back in and around to get the trucks off the highway and keep the highway clear.

**ACTION TAKEN:**

**Chairman Schwebach:** Made a motion to approve the special use permit for a fuel storage and distribution facility.

**Commissioner McCall:** Seconded the motion.

**Roll Call Vote:**

**Commissioner Candelaria:** Yes; **Chairman Schwebach:** Yes; **Commissioner McCall:** Yes.

**MOTION PASSES.**

**10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE**

**NONE THIS DAY.**

**11. ADOPTION OF RESOLUTION**

**A. ASSESSOR: Motion to approve Resolution 2022-49, approving the Mill Rates for 2023 and signing the order to submit to the State of New Mexico Department of Finance and Administration.**

**ACTION TAKEN:**

**Chairman Schwebach:** Made a motion to approve Resolution 2022-49, approving the Mill Rates for 2023 and signing the order to submit to the State of New Mexico Department of Finance and Administration.

**Commissioner Candelaria:** Seconded the motion.



**Linda Gallegos, Torrance County Chief Deputy Assessor:** Presented a spreadsheet that showed the difference between last year and this year, and the valuation change between the two. She went over her presentation (see packet.)

**Commissioner McCall:** Asked if the increase in Moriarty in and out was due to the bond effect.

**Chief Deputy Assessor Gallegos:** Answered in the affirmative.

**Chairman Schwebach:** Asked why it decreased elsewhere.

**Chief Deputy Assessor Gallegos:** Answered that it was most likely because of the budgets produced to DFA versus the taxable value of that specific district.

**Chairman Schwebach:** Why is Torrance County approving it, instead of the State?

**Chief Deputy Assessor Gallegos:** It is an annual process, all entities submit their budgets to DFA, based on their county's valuation of property. She does not know why the state isn't involved. If values go up, your mill rates go down. It is a seesaw. They then form mill rates to fit the budgets. She wanted to point out that the change to the Tyler Software, there is now better data which makes it look like there is more taxable value.

**Commissioner McCall:** Mill rates went down or stayed the same for the most part.

**Madam County Manager Barela:** COVID affected the County in many ways, but it did not affect the Assessor's office as much because they had access to Pictometry, so they were able to work from their desktop. She wanted to show appreciation to DFA for allowing the presentation and approval to happen at a regular Commission Meeting, instead of having a Special Meeting.

**Roll Call Vote:**

**Commissioner Candelaria: Yes; Chairman Schwebach: Yes; Commissioner McCall: Yes.**

**MOTION PASSES.**

**B. MANAGER: Motion to approve Resolution 2022-50, acceptance of Agreement for Capital Appropriations Project to plan, design, construct, and equip water system improvements for Duran. SAP 22-G2438-STB (\$120,000)**

**ACTION TAKEN:**



**Chairman Schwebach:** Made a motion to approve Resolution 2022-50, acceptance of Agreement for Capital Appropriations Project to plan, design, construct, and equip water system improvements for Duran. SAP 22-G2438-STB (\$120,000.)

**Commissioner McCall:** Seconded the motion.

**Deputy County Manager Juan Torres:** Introduced the Grant Agreement for Capital appropriations sent over by the New Mexico Environment Department. DFA needs approval for the tank and water system upgrades. This will finish up design, and with appropriations they will be able to begin construction, but it needs to be funded to complete it.

**Commissioner McCall:** Asked if this was for design or also for construction?

**Deputy County Manager Torres:** This is to finish design and then construction may begin.

**Roll Call Vote:**

**Commissioner Candelaria: Yes; Chairman Schwebach: Yes; Commissioner McCall: Yes.**

**MOTION PASSES.**

## 12. APPROVALS

### A. ROAD: Discussion and possible approval regarding different purchasing options for the loader; including purchasing existing loader when the lease agreement is up or leasing or purchasing a new loader.

**Chairman Schwebach:** Opened the floor for discussion and possible approval regarding different purchasing options for the loader; including purchasing existing loader when the lease agreement is up or leasing or purchasing a new loader.

**Leonard Lujan, Road Department:** Spoke to the Commission about the lease agreement on the loader that they have, it is up on September 30<sup>th</sup>. They have 3800 hours on the 950M CAT loader. They can lease it again, or purchase it out and keep it, and go for a lease on a new loader, or return this one and go for a new one. The lease increases by almost \$3,000. It is in good shape, it is 8 years old, and lately they have been putting a lot of hours on it. Almost 2000 hours in the last two years.

They discussed the ones that they are looking at and the specs of what it can be used for.

They currently have two loaders. They want to liquidate the 544 and keep the 950. The 544 is too light to do the heavy work they need to do.

The trade in would be worth \$18,000, less (\$12,000) in private sale to the right person.

They have a quote on the lease of a CAT or a John Deere. One is more than the other.



**Commissioner McCall:** Said that he would prefer to keep the 950 and keep it in the Pit.

**Chairman Schwebach:** He would prefer to keep the 950 as well and see the options available. Something bigger than the 544. He would like numbers brought back.

**Juan Torres:** The three options are to pull from reserves, PILT or ARPA. In ARPA there is roughly \$500k left, and there will be \$1.7M on the way.

**Chairman Schwebach:** Asked where they are at on the ARPA funds.

**Madam County Manager Barela:** The well and the water systems in the land grants. There is also the promise of helping the McIntosh water system, but it has not materialized. They discussed the earmarks of ARPA.

**Chairman Schwebach:** Would like to compare the lease prices.

**Chairman Schwebach:** Made a motion to approve the purchase of the CAT 950 in the amount of \$129,782.88

**Commissioner McCall:** Seconded the motion.

**Roll Call Vote:**

**Commissioner Candelaria: Yes; Chairman Schwebach: Yes; Commissioner McCall: Yes.**

**MOTION PASSES.**

**Leonard Lujan:** Then gave an update on the Road Department Projects. The Road Department was approved for the Ewing and Martinez Road Projects. He has not received an answer on the Green Road project. The numbers are \$782K on the Martinez and \$1.2M on Ewing Rd, State funding.

**B. MANAGER: Discussion and possible approval of architectural design firm for new County Administration Building.**

**Chairman Schwebach:** Opened the item for discussion and possible approval.

**Deputy County Manager Torres:** There are three different proposals that have been made. He asked how the Commission would like to move forward in selecting the architectural firm.



**Chairman Schwebach:** Suggested that the Commissioners take time to go over the proposals.

**Deputy County Manager Torres:** Explained that these three are the only ones that were submitted, and they are the County's "on calls".

**Commissioner McCall:** Asked about building size and programming.

**Deputy County Manager Torres:** Gave all five of the companies solicited the same programming but sees that some changes may need to be made. It was contracted by Nims, Calvani & Associates.

**Madam County Manager Barela:** The programming happened before the current administration had taken over.

**Nick Sedillo, Former Director of Operations:** Nims, Calvani & Associates came to do the programming about two years ago. Outside walls footage is roughly 26K square feet.

**Madam County Manager Barela:** Each one of the departments did not have much room in the suggested offices.

**Chairman Schwebach:** Asked for Juan Torres to be the point person on getting more information before moving forward.

**C. MANAGER: Discussion and possible approval of up to \$125,000 in additional local funds for kitchen upgrades at the Torrance County Fairgrounds.**

**Chairman Schwebach:** Opened the floor for discussion and possible approval of up to \$125,000 in additional local funds for kitchen upgrades at the Torrance County Fairgrounds. There are two quotes, and Chairman Schwebach met both at the kitchen. They are on a tight time frame. One bid is \$745K and change, and the other bid he asked them to get closer to the \$500K range. There are a couple of items that were pulled so that the quote was lowered.

**Deputy County Manager Torres:** There is no \$625K quote, and he was not able to review the one that was \$500K.

**Commissioner Candelaria:** Believes it is important to stay within the budget.

**Chairman Schwebach:** Would ask that there be a motion to allow the staff to move forward with the \$500,922 contract. If they commit this, it will spell out a detailed line item.



**Deputy County Manager Torres:** With the \$500K quote, they can get it to CES, get their approval, and once it is authorized, let the contractor know that they may commence work. Changes can be made, but the timeframe is what is most important.

**Commissioner Candelaria:** He wants to be sure that it is categorized as a commercial kitchen.

**Senaida Anaya:** That is one of the terms of the grant, and it must be done by June. When putting in for the grant, there was an assurance that it could be finished by the contractor.

**Chairman Schwebach:** There needs to be some sort of assurance in the contract about timeline.

**Commissioner McCall:** The walk-in refrigerator is enticing for the idea of an emergency, but a walk-in needs a lot of maintenance.

**Deputy County Manager Torres:** Space is going to be an issue. The quote still has the walk-ins on it.

**ACTION TAKEN:**

**Commissioner McCall:** Made a motion to move forward with the quote at \$500,922.95.

**Commissioner Candelaria:** Seconded the motion.

**Roll Call Vote:**

**Commissioner Candelaria: Yes; Chairman Schwebach: Yes; Commissioner McCall: Yes.  
**MOTION PASSES.****

**13. DISCUSSION**

**A. MANAGER: Discussion of basics of new radio station KEMR East Mountain Radio 102.1. (Presented by Jim Goodman)**

**Jim Goodman, Spokesman, KEMR East Mountain Radio 102.1:** Introduced the new radio station and explained what they will be playing, which is traffic and weather reports, local sports, and news, as well as playing music.

**B. MANAGER: Discussion of Mountainair Rodeo Committee Update. (Presented by Red Kingston)**

**Chairman Schwebach:** Introduced the item for discussion.



**Commissioner Candelaria:** Said that he had asked Red Kingston to come here and to help promote the County and what is happening in it. There is an economic impact once a month for 2-3 months a year.

**Red Kingston:** Asked for funding for more Rodeo shows. JP Helms puts on many rodeos and events, including high school rodeos. He explained all the different shows they put on every year. The rodeo money goes back into the community, and it will continue to help the community.

**Commissioner McCall:** Asked if the City of Mountainair has ever had the rodeo on their ICIP.

**Red Kingston:** He does not know.

**Chairman Schwebach:** Told Madam County Manager Barela that he would like to coordinate with the Mayor of Mountainair to make sure the proper channels are there for the ICIP. He wants Mr. Kingston to speak with Madam County Manager Barela to set up some ideas.

**Roll Call Vote:**

**Commissioner Candelaria: Yes; Chairman Schwebach: Yes; Commissioner McCall: Yes.**

**MOTION PASSES.**

### **C. MANAGER'S REPORT**

Reminded the public of the following events:

Punkin' Chunkin' -October 8<sup>th</sup>, a parade from the Courthouse at 10 AM, with the carnival at 11 Am, the National Anthem at 12:30 and Contest at 1:30

Albuquerque Convention Center- New Mexico's fentanyl crisis and how it affects all of us.

Free Parking-October 13

Madam County Manager Barela listed the available positions from the County website.

Madam County Manager Barela then gave an update on the non-official Primary Election Audit that happened on September 8<sup>th</sup> and 9<sup>th</sup>. There were five tables of paid workers in the Commission Room that mimicked how an election would have been held if it were done by hand tally. Each table were given a certain number of precincts to tally. On Thursday, all but three precincts were tallied, so on Friday one table came back to finish. Everyone worked



together well, they took the job seriously, and were a great group of people. They were given breaks as needed.

There was room for human error. Things were erased.

Every precinct was separated by party, and there was one person at each table calling out the votes. One party at a time was called out. If this was ever done again, a way to improve would be to use colored pencils to differentiate between the boxes and tallies.

The people who were watching felt that there was a lot of room of error. They were asked not to speak to the workers. If there was something concerning, they were able to speak to Chief Deputy Clerk Sylvia Chavez, Deputy County Manager Juan Torres, or Madam County Manager Barela.

The middle light was not working, and Chief Dirks' staff brought in flood lights.

The whole process went well. She was thinking about doing spot checks, randomly pulling a precinct, and seeing that it added up with the worker's tally.

There were roughly 1300 ballots. If we were looking at the general Election, which most recently had 8,000 ballots, that would have been a massive undertaking.

Sandra Ness and Shari Thigpen had never worked the elections before, but they volunteered their time, and asked not to be paid.

Chain Of Custody:

When the 45 days after the clerk needs to keep everything locked up are over, the ballots are released. They are sealed and secure past the 45 days that any recount must happen. Madam County Manager was concerned that she would not be able to have access to the ballots to make copies. County Clerk Otero was there to oversee the copying of all ballots. Madam County Manager personally stamped every single ballot that was copied. It was copied onto regular legal-size paper, and she wanted everyone to be assured that there was not way anyone could have slipped ballots in. While everyone was still watching, the stamped copies were put into secured, tagged bins, and then locked up in the same room in the building that elections are held. She maintained the numbers from the tags.

The Clerk had still not destroyed the ballots, so she got copies of the absentee ballots. She wanted to do the absentee ballot separately. She described the process of getting an absentee ballot, how it is tri folded. Because they are tri folded, there is a way to tell that they are absentee.

When the envelope comes back, it will have the person's printed name, the person's signature, their year of birth and their address. It is verified by the Clerk's Office, and then



given to the Presiding Judge for Absentee Ballots. She got copies of the envelopes. Deputy County Clerk counted the copies of the absentee ballots, and they did not match up to the report given to the Commission, nor did the amount match the tabulator count. This has caused her concern as well as those in attendance. They personally looked through all the ballots, and there were no additional ones found.

In the hand tally, there are an additional ten absentee ballots, but that would have gone through the tabulator so there are concerns. She explained that Hand Tally Ballots are ballots that included a write-in candidate and the voter marked the write-in. The machine is supposed to recognize this, and move it into a bin, and then it gets counted separately at the end of the election.

The hand tallies done that day, each table were the ones that maintained the chain of custody, and at the bottom of the box that they returned their ballots to were copies of the absentee ballots. These were marked with a different identifier stamp.

Going forward, the timeline looks like Monday September 19, 2022, to begin the absentee ballot audit. She will do everything to provide as much information as possible to the public. If done by Thursday and Friday, September 22 & 23, 2022, they will be working on compiling the data and giving the results to the party chairs.

September 26 & 27 is the tentative day that the County Clerk's Office has set to certify the voting machines. She wants to get the reports to the Commissioners and Party Chairs because the Party Chairs, unless mistaken and it is also the Commission, have the opportunity by State Statute to object to the certification by filing a claim in District Court.

The next Commission meeting is Wednesday, September 28, 2022. She wants the Commissioners to have enough time to look over the results and speak at the meeting.

She wants to let the public know that she is not an election expert. She has not received any guidance from the Secretary of State's Office, or anyone in the State that she can network with. She does not have the amount of time that she has wanted to put into it, but she is doing what she can to make Torrance the poster child on how to run an election. Commissioner Schwebach sent a letter to the secretary of State, requesting guidance, but they have yet to receive a response.

**Commissioners McCall and Candelaria:** Thanked her, as did Chairman Schwebach, as well as the County Clerk's Office.

**Madam County Manager Barela:** Thanked Deputy County Clerk Sylvia Chavez for being there and helping when she did not have to. She answered questions and helped whenever she could.



Madam County Manager Barela would have liked to have used actual ballots. When she realized that the County Clerk had the ballots, Madam County Manager Barela asked if she could use them and was initially told that they could use the actual ballots, but within the same day she was told the Secretary of State's office will not allow actual ballots to be used and that they had to use copies of the ballots. The Clerk could have destroyed the ballots already, but she did not.

**Chairman Schwebach:** Still wants to know why.

**Madam County Clerk Barela:** She was told that she was not allowed to use the original ballots because it was not an official count. It may have no bearing on the official results.

**Commissioner McCall:** He was under the impression that after 45 days they became public knowledge, but now we cannot see or use the official ballots.

**Madam County Manager Barela:** Any records that the County has, once the record is available, a copy of the document is released. She still believes that because she is part of the County, she should have been able to use the real document.

#### **D. COMMISSIONERS' REPORTS**

**1) Commissioner McCall, District 1:** Harvest season is about to happen in the valley, and he wants everyone to be aware of more traffic on the road. He received a lot of good calls about McNabb being fully paved and people are happy. He thanked Leonard Lujan and the Road Department.

**2) Chairman Schwebach, District 2:** Most of his report was covered by Madam County Manager's coverage of the ballot tally.

**3) Chairman Schwebach, District 3:** Thanked Janice for a great job and Leonard Lujan and the Road Department for all their hard work. He thanked those that worked the County Fair.

#### **14. EXECUTIVE SESSION**

**15. Announcement of the next Board of County Commissioners Meeting:**  
WEDNESDAY, SEPTEMBER 28, 2022, at 9:00 AM.

#### **16. SIGNING OF OFFICIAL DOCUMENTS**



17. ADJOURN

**ACTION TAKEN:**

**Chairman Schwebach:** Made a motion to adjourn this Regular Commission Meeting.

**Commissioner McCall:** Seconded the motion.

**Roll Call Vote:**

**Commissioner Candelaria: Yes; Chairman Schwebach: Yes; Commissioner McCall: Yes.**

**MOTION PASSES.**

**MEETING ADJOURNED AT APPROXIMATELY 11:45 AM**

**Signed By:**

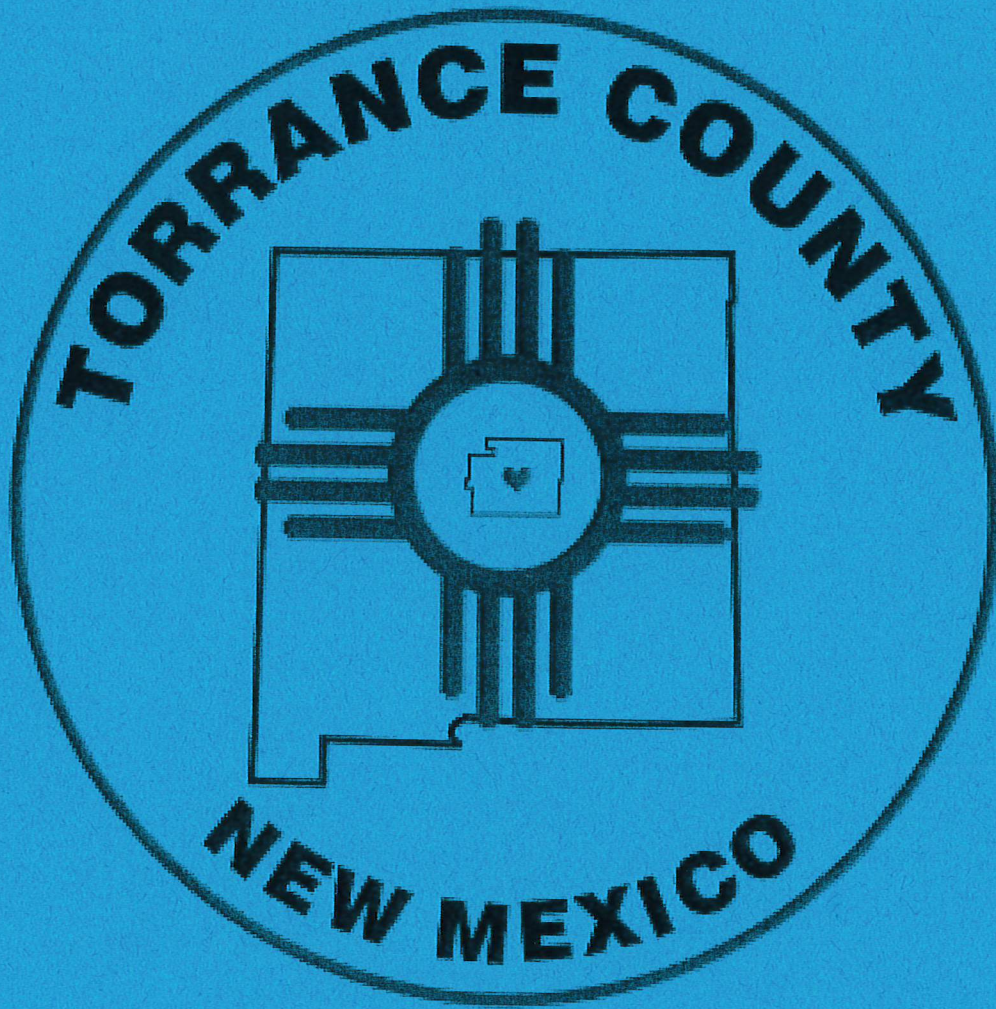
\_\_\_\_\_  
**Ryan Schwebach – Torrance  
County Board of Commission  
Chairman**

\_\_\_\_\_  
**Valerie Smith – Administrative Assistant III,  
Torrance County Clerk’s Office**

**Date:     /     / 2022**

**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.**





*Agenda Item  
No. 9-A*



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 \$479,612.50 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 09/22/2022. 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 ACCOUNT 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

\_\_\_\_\_  
Kevin McCall

\_\_\_\_\_  
LeRoy M. Candelaria

\_\_\_\_\_  
Ryan Schwebach

\_\_\_\_\_  
Yvonne Otero

ATTEST BY

THE UNDESIGNED 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





Torrance County, NM

# Check Report

By Vendor Name

Date Range: 09/08/2022 - 09/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5683	3R&J Consulting LLC	09/22/2022	Regular	0.00	2,090.00	122253
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">3139</a>	Invoice	09/19/2022	Credit Card Machines - All Offices	0.00	2,090.00	
	<a href="#">620-094-2225</a>		SUPPLIES-COMPUTER/PRI Credit Card Machines		2,090.00	
419	AFLAC	09/22/2022	Regular	0.00	1,386.69	122254
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">INV0000237</a>	Invoice	09/15/2022	Aflac	0.00	1,078.26	
	<a href="#">401-000-9001</a>		Payroll Liabilities		1,078.26	
<a href="#">INV0000238</a>	Invoice	09/15/2022	Aflac	0.00	308.43	
	<a href="#">401-000-9001</a>		Payroll Liabilities		308.43	
3207	AIRGAS USA LLC	09/08/2022	Regular	0.00	1,194.37	122133
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">9128078493</a>	Invoice	09/07/2022	OXYGEN USPDA	0.00	133.26	
	<a href="#">408-091-2230</a>		SUPPLIES - MEDICAL OXYGEN USPDA		51.21	
	<a href="#">408-091-2230</a>		SUPPLIES - MEDICAL ENERGY FEE		1.50	
	<a href="#">408-091-2230</a>		SUPPLIES - MEDICAL FUEL CHARGE		55.98	
	<a href="#">408-091-2230</a>		SUPPLIES - MEDICAL HAZMAT		24.57	
<a href="#">9128570849</a>	Invoice	09/07/2022	OXYGEN USPDA/ENERGY/FUEL/HAZMAT	0.00	315.60	
	<a href="#">405-091-2230</a>		SUPPLIES - MEDICAL OXYGEN USPDA/ENERGY/FUEL/		105.20	
	<a href="#">406-091-2230</a>		SUPPLIES - MEDICAL OXYGEN USPDA/ENERGY/FUEL/		105.20	
	<a href="#">408-091-2230</a>		SUPPLIES - MEDICAL OXYGEN USPDA/ENERGY/FUEL/		105.20	
<a href="#">9990389413</a>	Invoice	09/07/2022	CYLINDER RENT OXYGEN	0.00	162.49	
	<a href="#">406-091-2230</a>		SUPPLIES - MEDICAL MED/XS		129.60	
	<a href="#">406-091-2230</a>		SUPPLIES - MEDICAL HAZAMAT FEE		22.79	
	<a href="#">406-091-2230</a>		SUPPLIES - MEDICAL TAX		10.10	
<a href="#">9990390589</a>	Invoice	09/07/2022	CYLINDER RENT OXYGEN	0.00	203.04	
	<a href="#">405-091-2230</a>		SUPPLIES - MEDICAL CYLINDER RENT OXYGEN MED/L		75.24	
	<a href="#">405-091-2230</a>		SUPPLIES - MEDICAL MED/XS 07/01/2022-07/31/202		86.40	
	<a href="#">405-091-2230</a>		SUPPLIES - MEDICAL SALES TAX		15.15	
	<a href="#">405-091-2230</a>		SUPPLIES - MEDICAL HAZMAT		26.25	
<a href="#">9990457030</a>	Invoice	09/07/2022	CYLINDER LEASE RENEWAL	0.00	379.98	
	<a href="#">405-091-2230</a>		SUPPLIES - MEDICAL 07/01/2022-07/31/2022		126.66	
	<a href="#">406-091-2230</a>		SUPPLIES - MEDICAL CYLINDER LEASE RENEWAL		126.66	
	<a href="#">408-091-2230</a>		SUPPLIES - MEDICAL CYLINDER LEASE RENEWAL		126.66	
66	ALBUQUERQUE PUBLISHING CO.	09/15/2022	Regular	0.00	85.77	122180
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">37172</a>	Invoice	09/14/2022	RFP TC FY23-01 FULLY INSURED	0.00	85.77	
	<a href="#">401-014-2221</a>		PRINTING/PUBLISHING/A RFP TC FY23-01 FULLY INSURED		85.77	
66	ALBUQUERQUE PUBLISHING CO.	09/22/2022	Regular	0.00	61.33	122255



Check Report

Date Range: 09/08/2022 - 09/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">INV0000297</a>	Invoice	09/22/2022	Legal Notice - RFP TC FY-23-02 - Legal Serv	0.00	61.33	
	<a href="#">401-010-2221</a>		PRINTING/PUBLISHING/A Legal Notice - RFP TC FY-23-02 -		61.33	
5450	AMAZON BUSINESS	09/08/2022	Regular	0.00	133.84	122135
<a href="#">38225</a>	Invoice	09/07/2022	STEELE TOE SHOES ARELY	0.00	133.84	
	<a href="#">401-065-2236</a>		SUPPLIES - UNIFORMS STEELE TOE SHOES ARELY		133.84	
5450	AMAZON BUSINESS	09/08/2022	Regular	0.00	399.12	122136
<a href="#">38222</a>	Invoice	09/07/2022	PRINTER INK PENS	0.00	399.12	
	<a href="#">401-082-2219</a>		SUPPLIES - GENERAL OFFI PRINTER INK PENS/A3JI65BS912		374.40	
	<a href="#">401-082-2222</a>		SUPPLIES - FIELD SUPPLIE FLASHLIGHT HEADLAMP		24.72	
5450	AMAZON BUSINESS	09/15/2022	Regular	0.00	167.94	122181
<a href="#">1G67-FD1F-H3H9</a>	Invoice	09/14/2022	FLASH DRIVES	0.00	167.94	
	<a href="#">410-050-2222</a>		SUPPLIES - FIELD SUPPLIE FLASH DRIVES		167.94	
5450	AMAZON BUSINESS	09/15/2022	Regular	0.00	325.29	122182
<a href="#">38307</a>	Invoice	09/14/2022	SAFETY INCENTIVES	0.00	325.29	
	<a href="#">600-006-2248</a>		SUPPLIES - SAFETY SAFETY INCENTIVES/ A3JI65BS9		325.29	
5450	AMAZON BUSINESS	09/22/2022	Regular	0.00	199.00	122256
<a href="#">38259</a>	Invoice	09/21/2022	BEETRO 16.5 TELESCOPING LADDER	0.00	199.00	
	<a href="#">401-065-2218</a>		MAINTENANCE & REPAIR BEETRO 16.5 TELESCOPING LA		199.00	
5450	AMAZON BUSINESS	09/22/2022	Regular	0.00	12.84	122257
<a href="#">38328</a>	Invoice	09/21/2022	DOOR REINFORCER	0.00	12.84	
	<a href="#">401-027-2215</a>		MAINTENANCE & REPAIR DOOR REINFORCER		12.84	
5450	AMAZON BUSINESS	09/22/2022	Regular	0.00	130.07	122258
<a href="#">38297</a>	Invoice	09/21/2022	OFFICE SUPPLIES	0.00	130.07	
	<a href="#">604-083-2219</a>		SUPPLIES - GENERAL OFFI SCISSORS		6.48	
	<a href="#">604-083-2219</a>		SUPPLIES - GENERAL OFFI HP 62 COLOR AND BLACK INK C		48.97	
	<a href="#">604-083-2219</a>		SUPPLIES - GENERAL OFFI AAA BATTERIES		14.26	
	<a href="#">604-083-2219</a>		SUPPLIES - GENERAL OFFI 6/PK SPIRAL NOTEBOOKS		10.24	
	<a href="#">604-083-2219</a>		SUPPLIES - GENERAL OFFI 3' 3 RING BINDER		7.99	
	<a href="#">604-083-2219</a>		SUPPLIES - GENERAL OFFI SHEET PROTECTORS		7.84	
	<a href="#">604-083-2219</a>		SUPPLIES - GENERAL OFFI POCKET FOLDERS PACK OF 50		34.29	
5450	AMAZON BUSINESS	09/22/2022	Regular	0.00	236.94	122259
<a href="#">38326</a>	Invoice	09/21/2022	HI FLO BLADES	0.00	236.94	
	<a href="#">401-065-2218</a>		MAINTENANCE & REPAIR HI FLO BLADES		236.94	



Check Report

Date Range: 09/08/2022 - 09/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5210	AMERICAN PROPERTY CONSULTANTS &	09/22/2022	Regular	0.00	5,000.00	122260
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">INV0000290</a>	Invoice	09/21/2022	Senior Center Market Renty Surveys	0.00	5,000.00	
	<a href="#">401-005-2272</a>		CONTRACT - PROFESSION		5,000.00	
402	ANAYA, MARY ANN	09/22/2022	Regular	0.00	104.00	122261
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">INV0000277</a>	Invoice	09/21/2022	County Primary Election Audit	0.00	104.00	
	<a href="#">401-021-2226</a>		ELECTION COSTS		104.00	
4283	ARAGON, CAROL	09/08/2022	Regular	0.00	128.00	122137
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">ROSWELL RETUR</a>	Invoice	09/07/2022	RETURN FROM TREASUER'S CONFERENCE	0.00	128.00	
	<a href="#">401-030-2205</a>		TRAVEL - EMPLOYEES		128.00	
5041	ATLAS BUSINESS SOLUTIONS, INC.	09/08/2022	Regular	0.00	600.00	122138
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">38274</a>	Invoice	09/07/2022	SCHEDULE ANYWHERE LICENSE	0.00	600.00	
	<a href="#">911-080-2228</a>		SOFTWARE		600.00	
5408	BANK OF AMERICA	09/22/2022	Regular	0.00	4,335.84	122262
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">23443152</a>	Invoice	09/01/2022	Outreach Material for Gathering of Counti	0.00	3,669.21	
	<a href="#">401-010-2257</a>		SUPPLIES - OUTREACH		960.00	
	<a href="#">401-010-2257</a>		SUPPLIES - OUTREACH		1,125.00	
	<a href="#">401-010-2257</a>		SUPPLIES - OUTREACH		860.00	
	<a href="#">401-010-2257</a>		SUPPLIES - OUTREACH		55.00	
	<a href="#">401-030-2221</a>		PRINTING/PUBLISHING/A		669.21	
<a href="#">38300</a>	Invoice	09/07/2022	DOG FOOD	0.00	503.52	
	<a href="#">401-082-2216</a>		SUPPLIES - ANIMAL FOOD		191.76	
	<a href="#">401-082-2216</a>		SUPPLIES - ANIMAL FOOD		311.76	
<a href="#">INV0000298</a>	Invoice	09/22/2022	Legal Notice - RFP TC FY-23-02 - Legal Serv	0.00	163.11	
	<a href="#">401-010-2221</a>		PRINTING/PUBLISHING/A		163.11	
0891	Bob Garrecht Supply Inc	09/22/2022	Regular	0.00	182.70	122263
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">38260</a>	Invoice	09/21/2022	PLUMBING PARTS AND FITTING	0.00	182.70	
	<a href="#">401-015-2215</a>		MAINTENANCE & REPAIR		182.70	
859	BOUND TREE MEDICAL, LLC	09/08/2022	Regular	0.00	206.73	122139
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">84655590</a>	Invoice	09/07/2022	AMIODARONE	0.00	131.89	
	<a href="#">411-092-2230</a>		SUPPLIES - MEDICAL		131.89	
<a href="#">84655591</a>	Invoice	09/07/2022	DOPAMINE	0.00	74.84	
	<a href="#">411-092-2230</a>		SUPPLIES - MEDICAL		74.84	
859	BOUND TREE MEDICAL, LLC	09/15/2022	Regular	0.00	912.68	122183
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">84659502</a>	Invoice	09/14/2022	EPINEPHRINE LUER JET	0.00	197.58	
	<a href="#">411-092-2230</a>		SUPPLIES - MEDICAL		197.58	
<a href="#">84659503</a>	Invoice	09/14/2022	SPLIT SOCK FACE COVER	0.00	35.70	



Check Report

Date Range: 09/08/2022 - 09/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<a href="#">411-092-2230</a>		SUPPLIES - MEDICAL		35.70	
<a href="#">84663665</a>	Invoice	09/14/2022	ADRENALINE 25 PK	0.00	467.84	
	<a href="#">411-092-2230</a>		SUPPLIES - MEDICAL		467.84	
<a href="#">84665889</a>	Invoice	09/14/2022	IV SOLUTION LACTATED RINGERS	0.00	82.56	
	<a href="#">411-092-2230</a>		SUPPLIES - MEDICAL		82.56	
<a href="#">84668020</a>	Invoice	09/14/2022	CURAPLEX IV SET #1712-10830	0.00	129.00	
	<a href="#">411-092-2230</a>		SUPPLIES - MEDICAL		129.00	
5604	BRAYCON COMPANIES, LLC	09/08/2022	Regular	0.00	1,963.60	122140
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">8</a>	Invoice	09/07/2022	GIRLS CIRCLE	0.00	1,963.60	
	<a href="#">635-009-2272</a>		CONTRACT - PROFESSION		148.60	
	<a href="#">635-067-2272</a>		CONTRACT - PROFESSION		1,815.00	
3285	CABBER, BETTY	09/22/2022	Regular	0.00	104.00	122264
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">INV0000275</a>	Invoice	09/21/2022	County Primary Election Audit	0.00	104.00	
	<a href="#">401-021-2226</a>		ELECTION COSTS		104.00	
VENO1089	Carlson, Mackenzie	09/22/2022	Regular	0.00	169.00	122265
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">INV0000281</a>	Invoice	09/21/2022	Torrance County Primary Election Audit	0.00	169.00	
	<a href="#">401-021-2226</a>		ELECTION COSTS		169.00	
4430	CATERPILLAR FINANCIAL SVCS CORP.	09/22/2022	Regular	0.00	5,906.56	122266
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">32779885</a>	Invoice	08/31/2022	CONTRACT LATE FEES 001-0767488-000-0	0.00	5,906.56	
	<a href="#">402-060-2607</a>		LEASE PURCHASE		5,906.56	



Check Report

Date Range: 09/08/2022 - 09/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
106	CENTRAL NM ELECTRIC COOP.	09/22/2022	Regular	0.00	11,897.66	122267
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">09.22 0701</a>	Invoice	09/20/2022	Monthly Electric for FY23	0.00	225.20	
	<a href="#">401-050-2208</a>		UTILITIES - ELECTRICITY		225.20	
<a href="#">09.22 1201</a>	Invoice	09/20/2022	Monthly Electric for FY23	0.00	253.20	
	<a href="#">401-037-2208</a>		UTILITIES - ELECTRICITY		253.20	
<a href="#">09.22 1300</a>	Invoice	09/20/2022	Monthly Electric for FY23	0.00	1,554.38	
	<a href="#">911-080-2208</a>		UTILITIES - ELECTRICITY		1,554.38	
<a href="#">09.22 2801</a>	Invoice	09/20/2022	Monthly Electric for FY23	0.00	392.00	
	<a href="#">401-024-2208</a>		UTILITIES - ELECTRICITY		392.00	
<a href="#">09.22 3000</a>	Invoice	09/20/2022	Monthly Electric for FY23	0.00	3,137.32	
	<a href="#">401-015-2208</a>		UTILITIES - ELECTRICITY		3,137.32	
<a href="#">09.22 3300</a>	Invoice	09/20/2022	Monthly Electric for FY23	0.00	228.21	
	<a href="#">405-091-2208</a>		UTILITIES - ELECTRICITY		228.21	
<a href="#">09.22 4000</a>	Invoice	09/20/2022	Monthly Electric for FY23	0.00	103.82	
	<a href="#">409-091-2208</a>		UTILITIES - ELECTRICITY		103.82	
<a href="#">09.22 4400</a>	Invoice	09/20/2022	Monthly Electric for FY23	0.00	450.09	
	<a href="#">408-091-2208</a>		UTILITIES - ELECTRICITY		450.09	
<a href="#">09.22 4401</a>	Invoice	09/20/2022	Monthly Electric for FY23	0.00	436.40	
	<a href="#">401-082-2208</a>		UTILITIES - ELECTRICITY		436.40	
<a href="#">09.22 4503</a>	Invoice	09/20/2022	Monthly Electric for FY23	0.00	57.25	
	<a href="#">604-083-2208</a>		UTILITIES - ELECTRICITY		57.25	
<a href="#">09.22 6000</a>	Invoice	09/20/2022	Monthly Electric for FY23	0.00	102.21	
	<a href="#">407-091-2208</a>		UTILITIES - ELECTRICITY		102.21	
<a href="#">09.22 6900</a>	Invoice	09/20/2022	Monthly Electric for FY23	0.00	615.06	
	<a href="#">401-053-2208</a>		UTILITIES - ELECTRICITY		615.06	
<a href="#">09.22 7505</a>	Invoice	09/20/2022	Monthly Electric for FY23	0.00	57.15	
	<a href="#">604-083-2208</a>		UTILITIES - ELECTRICITY		57.15	
<a href="#">09.22 7901</a>	Invoice	09/20/2022	Monthly Electric for FY23	0.00	434.75	
	<a href="#">401-027-2208</a>		UTILITIES - ELECTRICITY		434.75	
<a href="#">09.22 9001</a>	Invoice	09/20/2022	Monthly Electric for FY23	0.00	3,051.84	
	<a href="#">401-016-2208</a>		UTILITIES - ELECTRICITY		3,051.84	
<a href="#">09.22 9100</a>	Invoice	09/20/2022	Monthly Electric for FY23	0.00	94.33	
	<a href="#">418-091-2208</a>		UTILITIES - ELECTRICITY		94.33	
<a href="#">09.22 9300</a>	Invoice	09/20/2022	Monthly Electric for FY23	0.00	44.21	
	<a href="#">401-021-2208</a>		UTILITIES - ELECTRICITY		44.21	
<a href="#">09.22 9301</a>	Invoice	09/20/2022	Monthly Electric for FY23	0.00	80.68	
	<a href="#">418-091-2208</a>		UTILITIES - ELECTRICITY		80.68	
<a href="#">09.22 9702</a>	Invoice	09/20/2022	Monthly Electric for FY23	0.00	579.56	
	<a href="#">401-036-2208</a>		UTILITIES - ELECTRICITY		579.56	
3668	CHAVES COUNTY DETENTION	09/15/2022	Regular	0.00	270.00	122184
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">JULY 2022 CHAVE</a>	Invoice	09/14/2022	INMATE HOUSING WOOTEN	0.00	270.00	
	<a href="#">420-070-2172</a>		CARE OF INMATES		270.00	
5666	Chavez- Mitchell, Alana	09/22/2022	Regular	0.00	91.00	122269
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">INV0000270</a>	Invoice	09/21/2022	County Primary Election Audit	0.00	91.00	
	<a href="#">401-021-2226</a>		ELECTION COSTS		91.00	



Check Report

Date Range: 09/08/2022 - 09/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2636	CHAVEZ, BERNICE	09/22/2022	Regular	0.00	169.00	122270
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">INV0000282</a>	Invoice	09/21/2022	County Primary Election Audit	0.00	169.00	
	<a href="#">401-021-2226</a>		ELECTION COSTS		169.00	
4270	COLONIAL LIFE	09/22/2022	Regular	0.00	77.69	122271
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">INV0000239</a>	Invoice	09/15/2022	Colonial	0.00	77.69	
	<a href="#">401-000-9001</a>		Payroll Liabilities		77.69	
418	COLUMBUS BANK AND TRUST	09/14/2022	EFT	0.00	1,109.05	7
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">INV0000243</a>	Invoice	09/15/2022	Flex Plan	0.00	1,109.05	
	<a href="#">401-000-9001</a>		Payroll Liabilities		1,109.05	
3770	COOPERATIVE EDUCATIONAL SERVICES	09/22/2022	Regular	0.00	7,466.74	122272
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">24-130403</a>	Invoice	09/21/2022	TLC	0.00	7,466.74	
	<a href="#">401-015-2215</a>		MAINTENANCE & REPAIR		2,035.16	
	<a href="#">401-016-2215</a>		MAINTENANCE & REPAIR		1,734.63	
	<a href="#">401-023-2215</a>		MAINTENANCE & REPAIR		634.65	
	<a href="#">401-024-2215</a>		MAINTENANCE & REPAIR		324.98	
	<a href="#">401-027-2215</a>		MAINTENANCE & REPAIR		113.08	
	<a href="#">401-036-2215</a>		MAINTENANCE & REPAIR		219.24	
	<a href="#">401-037-2215</a>		MAINTENANCE & REPAIR		242.35	
	<a href="#">401-053-2215</a>		MAINTENANCE & REPAIR		62.19	
	<a href="#">401-056-2215</a>		MAINTENANCE & REPAIR		473.53	
	<a href="#">401-087-2215</a>		MAINTENANCE & REPAIR		807.77	
	<a href="#">911-080-2215</a>		MAINTENANCE & REPAIR		819.16	
5416	CRYSTAL SPRINGS	09/15/2022	Regular	0.00	21.59	122185
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">803222385</a>	Invoice	09/14/2022	MONTHLY DELIVERY OF WATER AUGUST 2	0.00	21.59	
	<a href="#">401-020-2219</a>		SUPPLIES - GENERAL OFFI		21.59	
5416	CRYSTAL SPRINGS	09/15/2022	Regular	0.00	32.00	122186
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">2022.08.31</a>	Invoice	09/14/2022	Water Delivery Replaces PO#38150	0.00	32.00	
	<a href="#">401-030-2271</a>		CONTRACT - OTHER SERV		32.00	
5416	CRYSTAL SPRINGS	09/22/2022	Regular	0.00	20.00	122273
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">09.22</a>	Invoice	09/20/2022	Crystal Springs Water Finance	0.00	20.00	
	<a href="#">401-055-2219</a>		SUPPLIES - GENERAL OFFI		20.00	
5561	CULLIGAN ABQ LLC	09/15/2022	Regular	0.00	67.17	122187
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">929819</a>	Invoice	09/14/2022	WATER DELIVERY SERVICE ASSESSOR 9/1/	0.00	67.17	
	<a href="#">401-040-2271</a>		CONTRACT - OTHER SERV		67.17	



Check Report

Date Range: 09/08/2022 - 09/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4383	DE LAGE LANDEN FINANCIAL SERVICE	09/15/2022	Regular	0.00	2,479.91	122188
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>77466051</u>	Invoice	09/14/2022	Monthly Lease/Contract- Copier	0.00	547.45	
	<u>401-050-2284</u>		EQUIPMENT LEASES		547.45	
<u>77467110</u>	Invoice	09/14/2022	Monthly Lease/Contract- Copier	0.00	333.05	
	<u>401-010-2284</u>		EQUIPMENT LEASES		333.05	
<u>77467115</u>	Invoice	09/14/2022	Monthly Lease/Contract- Copier	0.00	343.29	
	<u>401-008-2284</u>		LEASE EQUIPMENT		343.29	
<u>77467118</u>	Invoice	09/14/2022	Monthly Lease/Contract- Copier	0.00	367.82	
	<u>401-040-2284</u>		EQUIPMENT LEASES		367.82	
<u>77467123</u>	Invoice	09/14/2022	Monthly Lease/Contract- Copier	0.00	333.05	
	<u>401-055-2284</u>		EQUIPMENT LEASES		333.05	
<u>77467128</u>	Invoice	09/14/2022	Monthly Lease/Contract- Copier	0.00	270.84	
	<u>690-009-2284</u>		CONTRACT - EQUIPMENT		270.84	
<u>77468766</u>	Invoice	09/14/2022	Monthly Lease/Contract- Copier	0.00	284.41	
	<u>401-030-2284</u>		EQUIPMENT LEASES		284.41	
4383	DE LAGE LANDEN FINANCIAL SERVICE	09/22/2022	Regular	0.00	431.04	122274
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>77310043</u>	Invoice	09/20/2022	Monthly Lease/Contract- Copier	0.00	431.04	
	<u>401-010-2284</u>		EQUIPMENT LEASES		431.04	
4834	DELTA DENTAL OF NEW MEXICO INC	09/22/2022	Regular	0.00	2,465.74	122275
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>INV0000240</u>	Invoice	09/15/2022	Dental Insurance	0.00	1,403.83	
	<u>401-000-9001</u>		Payroll Liabilities		1,403.83	
<u>INV0000241</u>	Invoice	09/15/2022	Dental Insurance	0.00	1,061.91	
	<u>401-000-9001</u>		Payroll Liabilities		1,061.91	
2499	DEPT. OF FINANCE & ADMINISTRAT	09/08/2022	Regular	0.00	6,473.66	122141
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>CLOSE OUT LETTE</u>	Invoice	09/07/2022	REVERSION OF LDWI DISTRIBUTION FUND	0.00	6,473.66	
	<u>605-003-2270</u>		REFUNDS		6,473.66	
4582	DH PACE COMPANY INC	09/15/2022	Regular	0.00	941.45	122189
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>38303</u>	Invoice	09/14/2022	DOOR REPAIR AT DIST 3	0.00	941.45	
	<u>408-091-2215</u>		MAINTENANCE & REPAIR		870.20	
	<u>408-091-2215</u>		MAINTENANCE & REPAIR		71.25	
4622	DOMINION VOTING SYSTEMS INC	09/15/2022	Regular	0.00	3,840.00	122190
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>DVS145857</u>	Invoice	09/13/2022	Compact Flash Memory Card 16GB	0.00	3,840.00	
	<u>401-021-2219</u>		SUPPLIES - GENERAL OFFI		3,840.00	
5413	DOOLEY ENTERPRISES, INC.	09/08/2022	Regular	0.00	2,975.78	122142
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>38264</u>	Invoice	09/07/2022	FULL METAL JACKET	0.00	2,975.78	
	<u>401-050-2231</u>		SUPPLIES - WEAPONS/A		2,975.78	



Check Report

Date Range: 09/08/2022 - 09/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4705	DOUBLE H AUTO	09/15/2022	Regular	0.00	10.99	122191
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">072325</a>	Invoice	09/14/2022	SOCKET	0.00	10.99	
	<a href="#">401-065-2201</a>		MAINTENANCE & REPAIR		10.99	
4705	DOUBLE H AUTO	09/22/2022	Regular	0.00	119.24	122276
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">38104</a>	Invoice	09/21/2022	071254/071302 BATTERY FORD EXPLORE	0.00	119.24	
	<a href="#">401-040-2201</a>		MAINTENANCE & REPAIR		138.71	
	<a href="#">401-040-2201</a>		MAINTENANCE & REPAIR		-19.47	
4979	DT AUTOMOTIVE	09/15/2022	Regular	0.00	2,150.00	122192
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">38161</a>	Invoice	09/14/2022	PARTS AND LABOR FOR 2005 EXCURSION	0.00	1,850.00	
	<a href="#">604-083-2201</a>		MAINTENANCE & REPAIR		1,000.00	
	<a href="#">604-083-2201</a>		MAINTENANCE & REPAIR		850.00	
<a href="#">38314</a>	Invoice	09/14/2022	2008 CHEVY IMPALA PARTS	0.00	300.00	
	<a href="#">604-083-2201</a>		MAINTENANCE & REPAIR		220.00	
	<a href="#">604-083-2201</a>		MAINTENANCE & REPAIR		80.00	
5319	DUCHARME, ARTHUR	09/15/2022	Regular	0.00	95.00	122193
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">A DUCHARME 09.</a>	Invoice	09/14/2022	P ANZ BOARD MEETING 09.07.22	0.00	95.00	
	<a href="#">401-008-2300</a>		TRAVEL - APPOINTED BO		95.00	
3848	DUNLAP, KRISTIN	09/22/2022	Regular	0.00	636.00	122277
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">INV0000286</a>	Invoice	09/21/2022	NMSA ANNUAL TRAINING	0.00	636.00	
	<a href="#">401-050-2205</a>		TRAVEL - EMPLOYEES		636.00	



Check Report

Date Range: 09/08/2022 - 09/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
50	EMW GAS ASSOCIATION	09/15/2022	Regular	0.00	854.86	122194
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">08.22.0500</a>	Invoice	09/14/2022	Monthly Gas Billing	0.00	47.11	
	<a href="#">418-091-2209</a>		UTILITIES - NATURAL GAS		47.11	
<a href="#">08.22.0580</a>	Invoice	09/14/2022	Monthly Gas Billing	0.00	25.61	
	<a href="#">401-082-2209</a>		UTILITIES - NATURAL GAS		25.61	
<a href="#">08.22.1860</a>	Invoice	09/14/2022	Monthly Gas Billing	0.00	24.70	
	<a href="#">402-060-2209</a>		UTILITIES - NATURAL GAS		24.70	
<a href="#">08.22.1990</a>	Invoice	09/14/2022	Monthly Gas Billing	0.00	82.83	
	<a href="#">401-024-2209</a>		UTILITIES - NATURAL GAS		82.83	
<a href="#">08.22.2330</a>	Invoice	09/14/2022	Monthly Gas Billing	0.00	82.04	
	<a href="#">401-037-2209</a>		UTILITIES - NATURAL GAS		82.04	
<a href="#">08.22.3680</a>	Invoice	09/14/2022	Monthly Gas Billing	0.00	24.00	
	<a href="#">406-091-2209</a>		UTILITIES - NATURAL GAS		24.00	
<a href="#">08.22.4090</a>	Invoice	09/14/2022	Monthly Gas Billing	0.00	24.00	
	<a href="#">401-053-2209</a>		UTILITIES - NATURAL GAS		24.00	
<a href="#">08.22.4510</a>	Invoice	09/14/2022	Monthly Gas Billing	0.00	34.50	
	<a href="#">405-091-2209</a>		UTILITIES - NATURAL GAS		34.50	
<a href="#">08.22.5390</a>	Invoice	09/14/2022	Monthly Gas Billing	0.00	24.70	
	<a href="#">408-091-2209</a>		UTILITIES - NATURAL GAS		24.70	
<a href="#">08.22.5690</a>	Invoice	09/14/2022	Monthly Gas Billing	0.00	30.30	
	<a href="#">402-060-2209</a>		UTILITIES - NATURAL GAS		30.30	
<a href="#">08.22.5870</a>	Invoice	09/14/2022	Monthly Gas Billing	0.00	88.85	
	<a href="#">401-036-2209</a>		UTILITIES - NATURAL GAS		88.85	
<a href="#">08.22.6000</a>	Invoice	09/14/2022	Monthly Gas Billing	0.00	102.92	
	<a href="#">401-016-2209</a>		UTILITIES - NATURAL GAS		102.92	
<a href="#">08.22.6140</a>	Invoice	09/14/2022	Monthly Gas Billing	0.00	38.30	
	<a href="#">401-050-2209</a>		UTILITIES - NATURAL GAS		38.30	
<a href="#">08.22.6230</a>	Invoice	09/14/2022	Monthly Gas Billing	0.00	31.67	
	<a href="#">405-091-2209</a>		UTILITIES - NATURAL GAS		31.67	
<a href="#">08.22.6380</a>	Invoice	09/14/2022	Monthly Gas Billing	0.00	24.00	
	<a href="#">612-020-2308</a>		VOTING MACHINE STORA		24.00	
<a href="#">08.22.9250</a>	Invoice	09/14/2022	Monthly Gas Billing	0.00	25.40	
	<a href="#">408-091-2209</a>		UTILITIES - NATURAL GAS		25.40	
<a href="#">08.22.9530</a>	Invoice	09/14/2022	Monthly Gas Billing	0.00	143.93	
	<a href="#">911-080-2209</a>		UTILITIES - NATURAL GAS		143.93	
50	EMW GAS ASSOCIATION	09/22/2022	Regular	0.00	424.56	122278
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">08.22.1850</a>	Invoice	09/20/2022	Monthly Gas Billing	0.00	424.56	
	<a href="#">401-015-2209</a>		UTILITIES - NATURAL GAS		424.56	
2554	EPCOR USA, INC.	09/15/2022	Regular	0.00	213.88	122196
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">2022.08.24</a>	Invoice	09/08/2022	Utility for Water	0.00	106.55	
	<a href="#">406-091-2210</a>		UTILITIES - WATER		106.55	
<a href="#">2022.09.27</a>	Invoice	09/13/2022	Utility for Water	0.00	107.33	
	<a href="#">406-091-2210</a>		UTILITIES - WATER		107.33	



Check Report

Date Range: 09/08/2022 - 09/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
51	ESTANCIA, TOWN OF	09/15/2022	Regular	0.00	1,906.20	122197
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">INV0000264</a>	Invoice	09/13/2022	Monthly Water Billing	0.00	1,906.20	
	<b>Account Number</b>		<b>Account Name</b>		<b>Item Description</b>	<b>Distribution Amount</b>
	<a href="#">401-015-2210</a>		UTILITIES - WATER		Monthly Water Billing	425.79
	<a href="#">401-016-2210</a>		UTILITIES - WATER		Monthly Water Billing	266.98
	<a href="#">401-024-2210</a>		UTILITIES - WATER		Monthly Water Billing	102.95
	<a href="#">401-036-2210</a>		UTILITIES - WATER		Monthly Water Billing	126.07
	<a href="#">401-050-2210</a>		UTILITIES - WATER		Monthly Water Billing	126.65
	<a href="#">401-053-2210</a>		UTILITIES - WATER		Monthly Water Billing	49.62
	<a href="#">401-053-2210</a>		UTILITIES - WATER		Monthly Water Billing	607.64
	<a href="#">402-060-2210</a>		UTILITIES - WATER		Monthly Water Billing	200.50
51	ESTANCIA, TOWN OF	09/15/2022	Regular	0.00	10.00	122198
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">38087</a>	Invoice	09/14/2022	TEMPORARY BUSINESS REGISTRATION	0.00	10.00	
	<b>Account Number</b>		<b>Account Name</b>		<b>Item Description</b>	<b>Distribution Amount</b>
	<a href="#">605-013-2271</a>		CONTRACT - OTHER SERV		TEMPORARY BUSINESS REGISTR	10.00
51	ESTANCIA, TOWN OF	09/22/2022	Regular	0.00	20.00	122279
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">INV0000289</a>	Invoice	09/21/2022	TEMPORARY BUSINESS REGISTRATIONS	0.00	20.00	
	<b>Account Number</b>		<b>Account Name</b>		<b>Item Description</b>	<b>Distribution Amount</b>
	<a href="#">605-013-2271</a>		CONTRACT - OTHER SERV		SEPT 2022	10.00
	<a href="#">605-013-2271</a>		CONTRACT - OTHER SERV		OCTOBER 2022	10.00
5548	ESTRADA, CHRISTINA	09/22/2022	Regular	0.00	190.00	122280
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">C ESTRADA 9.22</a>	Invoice	09/14/2022	P AND Z BOARD MEETING 9.7.22	0.00	95.00	
	<b>Account Number</b>		<b>Account Name</b>		<b>Item Description</b>	<b>Distribution Amount</b>
	<a href="#">401-008-2300</a>		TRAVEL - APPOINTED BO		P AND Z BOARD MEETING 9.7.2	95.00
<a href="#">INV0000288</a>	Invoice	09/21/2022	PZ BOARD MEETING 09/07/2022	0.00	95.00	
	<b>Account Number</b>		<b>Account Name</b>		<b>Item Description</b>	<b>Distribution Amount</b>
	<a href="#">401-008-2300</a>		TRAVEL - APPOINTED BO		PZ BOARD MEETING 09/07/202	95.00
40	EYE ASSOCIATES OF NM	09/22/2022	Regular	0.00	192.00	122281
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">000300255027</a>	Invoice	09/21/2022	MEDICAL GALLEGOS	0.00	192.00	
	<b>Account Number</b>		<b>Account Name</b>		<b>Item Description</b>	<b>Distribution Amount</b>
	<a href="#">420-070-2173</a>		INMATE MEDICAL		MEDICAL GALLEGOS	192.00
4123	FIRST VETERINARY SUPPLY	09/15/2022	Regular	0.00	333.50	122199
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">4M9912</a>	Invoice	09/15/2022	5 GALLON BUCKET RESCUE SANITIZER	0.00	333.50	
	<b>Account Number</b>		<b>Account Name</b>		<b>Item Description</b>	<b>Distribution Amount</b>
	<a href="#">401-082-2220</a>		SUPPLIES - CLEANING		5 GALLON BUCKET RESCUE SANI	333.50
3064	FROST, JIM	09/15/2022	Regular	0.00	95.00	122200
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">J FROST 9.22</a>	Invoice	09/14/2022	P AND Z BOARD MEETING 9.7.22	0.00	95.00	
	<b>Account Number</b>		<b>Account Name</b>		<b>Item Description</b>	<b>Distribution Amount</b>
	<a href="#">401-008-2300</a>		TRAVEL - APPOINTED BO		P AND Z BOARD MEETING 9.7.2	95.00

Check Report

Date Range: 09/08/2022 - 09/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1862	GALLS LLC	09/08/2022	Regular	0.00	549.12	122143
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">021738299</a>	Account Number		Account Name	Item Description	Distribution Amount	
	Invoice	09/07/2022	PANTS FOR SHERIFF DEPT		0.00	549.12
	<a href="#">410-050-2222</a>		SUPPLIES - FIELD SUPPLIE	021738299		144.32
	<a href="#">410-050-2222</a>		SUPPLIES - FIELD SUPPLIE	02738320		144.32
	<a href="#">410-050-2222</a>		SUPPLIES - FIELD SUPPLIE	021748749		58.08
	<a href="#">410-050-2222</a>		SUPPLIES - FIELD SUPPLIE	021759733		144.32
	<a href="#">410-050-2222</a>		SUPPLIES - FIELD SUPPLIE	021840417		58.08
1862	GALLS LLC	09/15/2022	Regular	0.00	610.00	122201
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">021721025</a>	Account Number		Account Name	Item Description	Distribution Amount	
	Invoice	09/14/2022	CAT TOURNIQUETS		0.00	610.00
	<a href="#">410-050-2222</a>		SUPPLIES - FIELD SUPPLIE	CAT TOURNIQUETS		610.00
4896	GARCIA, JOYCE	09/22/2022	Regular	0.00	169.00	122282
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">INV0000283</a>	Account Number		Account Name	Item Description	Distribution Amount	
	Invoice	09/21/2022	County Primary Election Audit		0.00	169.00
	<a href="#">401-021-2226</a>		ELECTION COSTS	County Primary Election Audit		169.00
1156	GARLEY, MARINA	09/22/2022	Regular	0.00	91.00	122283
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">INV0000280</a>	Account Number		Account Name	Item Description	Distribution Amount	
	Invoice	09/21/2022	County Primary Election Audit		0.00	91.00
	<a href="#">401-021-2226</a>		ELECTION COSTS	County Primary Election Audit		91.00
5019	GLOBE LIFE & ACCIDENT INSURANCE	09/15/2022	Regular	0.00	185.00	122202
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">INV0000244</a>	Account Number		Account Name	Item Description	Distribution Amount	
	Invoice	09/15/2022	Globe Life Insurance		0.00	185.00
	<a href="#">401-000-9001</a>		Payroll Liabilities	Globe Life Insurance		185.00
3456	GUSTIN HARDWARE INC.	09/08/2022	Regular	0.00	24.76	122144
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">286332</a>	Account Number		Account Name	Item Description	Distribution Amount	
	Invoice	09/07/2022	MAINT		0.00	24.76
	<a href="#">401-023-2215</a>		MAINTENANCE & REPAIR	FLOOR ADHE HOSE GLUE TAPE		3.54
	<a href="#">401-024-2215</a>		MAINTENANCE & REPAIR	MAINT		3.54
	<a href="#">401-027-2215</a>		MAINTENANCE & REPAIR	MAINT		3.54
	<a href="#">401-036-2215</a>		MAINTENANCE & REPAIR	MAINT		3.54
	<a href="#">401-037-2215</a>		MAINTENANCE & REPAIR	MAINT		3.54
	<a href="#">401-082-2215</a>		MAINTENANCE & REPAIR	MAINT		3.53
	<a href="#">911-080-2215</a>		MAINTENANCE & REPAIR	MAINT		3.53
3456	GUSTIN HARDWARE INC.	09/08/2022	Regular	0.00	9.69	122145
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">286238</a>	Account Number		Account Name	Item Description	Distribution Amount	
	Invoice	09/07/2022	SCRUB BRUSH FUSE		0.00	9.69
	<a href="#">401-023-2215</a>		MAINTENANCE & REPAIR	SCRUB BRUSH FUSE		1.39
	<a href="#">401-024-2215</a>		MAINTENANCE & REPAIR	SCRUB BRUSH FUSE		1.39
	<a href="#">401-027-2215</a>		MAINTENANCE & REPAIR	SCRUB BRUSH FUSE		1.39
	<a href="#">401-036-2215</a>		MAINTENANCE & REPAIR	SCRUB BRUSH FUSE		1.39
	<a href="#">401-037-2215</a>		MAINTENANCE & REPAIR	SCRUB BRUSH FUSE		1.37
	<a href="#">401-082-2215</a>		MAINTENANCE & REPAIR	SCRUB BRUSH FUSE		1.38
	<a href="#">911-080-2215</a>		MAINTENANCE & REPAIR	SCRUB BRUSH FUSE		1.38
3456	GUSTIN HARDWARE INC.	09/08/2022	Regular	0.00	43.73	122146



Check Report

Date Range: 09/08/2022 - 09/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
286443	Invoice	09/07/2022	RIGHT HAND SNIPS TWINE WOOD GLUE I	0.00	43.73	
	<a href="#">401-023-2215</a>	MAINTENANCE & REPAIR	RIGHT HAND SNIPS TWINE WO		6.25	
	<a href="#">401-024-2215</a>	MAINTENANCE & REPAIR	RIGHT HAND SNIPS TWINE WO		6.25	
	<a href="#">401-027-2215</a>	MAINTENANCE & REPAIR	RIGHT HAND SNIPS TWINE WO		6.25	
	<a href="#">401-036-2215</a>	MAINTENANCE & REPAIR	RIGHT HAND SNIPS TWINE WO		6.25	
	<a href="#">401-037-2215</a>	MAINTENANCE & REPAIR	RIGHT HAND SNIPS TWINE WO		6.25	
	<a href="#">401-082-2215</a>	MAINTENANCE & REPAIR	RIGHT HAND SNIPS TWINE WO		6.24	
	<a href="#">911-080-2215</a>	MAINTENANCE & REPAIR	RIGHT HAND SNIPS TWINE WO		6.24	
3456	GUSTIN HARDWARE INC.	09/08/2022	Regular	0.00	23.89	122147
286308	Invoice	09/07/2022	16 PACK AA BATTERIES	0.00	23.89	
	<a href="#">401-023-2215</a>	MAINTENANCE & REPAIR	16 PACK AA BATTERIES		3.43	
	<a href="#">401-024-2215</a>	MAINTENANCE & REPAIR	16 PACK AA BATTERIES		3.43	
	<a href="#">401-027-2215</a>	MAINTENANCE & REPAIR	16 PACK AA BATTERIES		3.39	
	<a href="#">401-036-2215</a>	MAINTENANCE & REPAIR	16 PACK AA BATTERIES		3.39	
	<a href="#">401-037-2215</a>	MAINTENANCE & REPAIR	16 PACK AA BATTERIES		3.64	
	<a href="#">401-082-2215</a>	MAINTENANCE & REPAIR	16 PACK AA BATTERIES		3.25	
	<a href="#">911-080-2215</a>	MAINTENANCE & REPAIR	16 PACK AA BATTERIES		3.36	
3456	GUSTIN HARDWARE INC.	09/08/2022	Regular	0.00	42.97	122148
286167	Invoice	09/07/2022	38017/DRILL BIT SET DE ICER	0.00	42.97	
	<a href="#">401-023-2215</a>	MAINTENANCE & REPAIR	38017/DRILL BIT SET DE ICER		6.14	
	<a href="#">401-024-2215</a>	MAINTENANCE & REPAIR	38017/DRILL BIT SET DE ICER		6.14	
	<a href="#">401-027-2215</a>	MAINTENANCE & REPAIR	38017/DRILL BIT SET DE ICER		6.14	
	<a href="#">401-036-2215</a>	MAINTENANCE & REPAIR	38017/DRILL BIT SET DE ICER		6.14	
	<a href="#">401-037-2215</a>	MAINTENANCE & REPAIR	38017/DRILL BIT SET DE ICER		6.14	
	<a href="#">401-082-2215</a>	MAINTENANCE & REPAIR	38017/DRILL BIT SET DE ICER		6.14	
	<a href="#">911-080-2215</a>	MAINTENANCE & REPAIR	38017/DRILL BIT SET DE ICER		6.13	
3456	GUSTIN HARDWARE INC.	09/08/2022	Regular	0.00	396.91	122149
9-6-22	Invoice	09/07/2022	TOOLS NUTS AND SUPPLIES ROAD DEPT	0.00	396.91	
	<a href="#">402-060-2250</a>	SUPPLIES - SHOP	TOOLS NUTS AND SUPPLIES RO		396.91	
3456	GUSTIN HARDWARE INC.	09/15/2022	Regular	0.00	17.66	122203
339246	Invoice	09/14/2022	KNIFE BLADES SCRAPER	0.00	17.66	
	<a href="#">401-023-2215</a>	MAINTENANCE & REPAIR	KNIFE BLADES SCRAPER		2.53	
	<a href="#">401-024-2215</a>	MAINTENANCE & REPAIR	KNIFE BLADES SCRAPER		2.53	
	<a href="#">401-027-2215</a>	MAINTENANCE & REPAIR	KNIFE BLADES SCRAPER		2.52	
	<a href="#">401-036-2215</a>	MAINTENANCE & REPAIR	KNIFE BLADES SCRAPER		2.52	
	<a href="#">401-037-2215</a>	MAINTENANCE & REPAIR	KNIFE BLADES SCRAPER		2.52	
	<a href="#">401-082-2215</a>	MAINTENANCE & REPAIR	KNIFE BLADES SCRAPER		2.52	
	<a href="#">911-080-2215</a>	MAINTENANCE & REPAIR	KNIFE BLADES SCRAPER		2.52	
3456	GUSTIN HARDWARE INC.	09/15/2022	Regular	0.00	23.47	122204
286839/286822	Invoice	09/14/2022	DRILL BITS AND BOLTS	0.00	23.47	
	<a href="#">401-015-2215</a>	MAINTENANCE & REPAIR	DRILL BITS		17.51	
	<a href="#">401-015-2215</a>	MAINTENANCE & REPAIR	BOLTS		5.96	
3456	GUSTIN HARDWARE INC.	09/15/2022	Regular	0.00	624.29	122205

Check Report

Date Range: 09/08/2022 - 09/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">337145/337866/</a>	Invoice	09/14/2022	TOOLS NUTS SUPPLIES TRIMMERS	0.00	624.29	
	<a href="#">402-060-2250</a>		SUPPLIES - SHOP		624.29	
3456	GUSTIN HARDWARE INC.	09/15/2022	Regular	0.00	3.28	122206
<a href="#">286844</a>	Invoice	09/14/2022	NUTS AND BOLTS MOUNTING JETTER ON	0.00	3.28	
	<a href="#">401-023-2215</a>		MAINTENANCE & REPAIR		0.48	
	<a href="#">401-024-2215</a>		MAINTENANCE & REPAIR		0.48	
	<a href="#">401-027-2215</a>		MAINTENANCE & REPAIR		0.48	
	<a href="#">401-036-2215</a>		MAINTENANCE & REPAIR		0.48	
	<a href="#">401-037-2215</a>		MAINTENANCE & REPAIR		0.45	
	<a href="#">401-082-2215</a>		MAINTENANCE & REPAIR		0.45	
	<a href="#">911-080-2215</a>		MAINTENANCE & REPAIR		0.46	
3456	GUSTIN HARDWARE INC.	09/15/2022	Regular	0.00	116.94	122207
<a href="#">286632</a>	Invoice	09/14/2022	LIGHTS LIGHT BULBS EXTENSION CORDS	0.00	116.94	
	<a href="#">401-023-2215</a>		MAINTENANCE & REPAIR		16.71	
	<a href="#">401-024-2215</a>		MAINTENANCE & REPAIR		16.71	
	<a href="#">401-027-2215</a>		MAINTENANCE & REPAIR		16.71	
	<a href="#">401-036-2215</a>		MAINTENANCE & REPAIR		16.71	
	<a href="#">401-037-2215</a>		MAINTENANCE & REPAIR		16.70	
	<a href="#">401-082-2215</a>		MAINTENANCE & REPAIR		16.70	
	<a href="#">911-080-2215</a>		MAINTENANCE & REPAIR		16.70	
3456	GUSTIN HARDWARE INC.	09/15/2022	Regular	0.00	30.49	122208
<a href="#">286535</a>	Invoice	09/14/2022	REACHER GRABBER	0.00	30.49	
	<a href="#">401-023-2215</a>		MAINTENANCE & REPAIR		4.36	
	<a href="#">401-024-2215</a>		MAINTENANCE & REPAIR		4.36	
	<a href="#">401-027-2215</a>		MAINTENANCE & REPAIR		4.36	
	<a href="#">401-036-2215</a>		MAINTENANCE & REPAIR		4.36	
	<a href="#">401-037-2215</a>		MAINTENANCE & REPAIR		4.35	
	<a href="#">401-082-2215</a>		MAINTENANCE & REPAIR		4.35	
	<a href="#">911-080-2215</a>		MAINTENANCE & REPAIR		4.35	
3456	GUSTIN HARDWARE INC.	09/22/2022	Regular	0.00	28.70	122284
<a href="#">286967</a>	Invoice	09/21/2022	PAINT ROLLERS TRAY STRING TRAYS	0.00	28.70	
	<a href="#">401-023-2215</a>		MAINTENANCE & REPAIR		4.10	
	<a href="#">401-024-2215</a>		MAINTENANCE & REPAIR		4.10	
	<a href="#">401-027-2215</a>		MAINTENANCE & REPAIR		4.10	
	<a href="#">401-036-2215</a>		MAINTENANCE & REPAIR		4.10	
	<a href="#">401-037-2215</a>		MAINTENANCE & REPAIR		4.10	
	<a href="#">401-082-2215</a>		MAINTENANCE & REPAIR		4.10	
	<a href="#">911-080-2215</a>		MAINTENANCE & REPAIR		4.10	
3456	GUSTIN HARDWARE INC.	09/22/2022	Regular	0.00	237.38	122285



Check Report

Date Range: 09/08/2022 - 09/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">286944</a>	Invoice	09/21/2022	ROPE FOR FLAG POLES AND SPRAY PAINT	0.00	237.38	
	<a href="#">401-023-2215</a>		MAINTENANCE & REPAIR ROPE FOR FLAG POLES AND SPR		33.92	
	<a href="#">401-024-2215</a>		MAINTENANCE & REPAIR ROPE FOR FLAG POLES AND SPR		33.92	
	<a href="#">401-027-2215</a>		MAINTENANCE & REPAIR ROPE FOR FLAG POLES AND SPR		33.90	
	<a href="#">401-036-2215</a>		MAINTENANCE & REPAIR ROPE FOR FLAG POLES AND SPR		33.90	
	<a href="#">401-037-2215</a>		MAINTENANCE & REPAIR ROPE FOR FLAG POLES AND SPR		33.92	
	<a href="#">401-082-2215</a>		MAINTENANCE & REPAIR ROPE FOR FLAG POLES AND SPR		33.91	
	<a href="#">911-080-2215</a>		MAINTENANCE & REPAIR ROPE FOR FLAG POLES AND SPR		33.91	
3456	GUSTIN HARDWARE INC.	09/22/2022	Regular	0.00	23.97	122286
<a href="#">287110</a>	Invoice	09/21/2022	GLS WHITE PLASTIC PAINT	0.00	23.97	
	<a href="#">401-023-2215</a>		MAINTENANCE & REPAIR GLS WHITE PLASTIC PAINT		3.43	
	<a href="#">401-024-2215</a>		MAINTENANCE & REPAIR GLS WHITE PLASTIC PAINT		3.43	
	<a href="#">401-027-2215</a>		MAINTENANCE & REPAIR GLS WHITE PLASTIC PAINT		3.43	
	<a href="#">401-036-2215</a>		MAINTENANCE & REPAIR GLS WHITE PLASTIC PAINT		3.43	
	<a href="#">401-037-2215</a>		MAINTENANCE & REPAIR GLS WHITE PLASTIC PAINT		3.41	
	<a href="#">401-082-2215</a>		MAINTENANCE & REPAIR GLS WHITE PLASTIC PAINT		3.42	
	<a href="#">911-080-2215</a>		MAINTENANCE & REPAIR GLS WHITE PLASTIC PAINT		3.42	
3456	GUSTIN HARDWARE INC.	09/22/2022	Regular	0.00	30.94	122287
<a href="#">287321/287308</a>	Invoice	09/21/2022	CAB LATCH DOWEL ROD/SPRAY PAINT	0.00	30.94	
	<a href="#">401-015-2215</a>		MAINTENANCE & REPAIR CAB LATCH DOWEL ROD 1/2X36		13.76	
	<a href="#">401-015-2215</a>		MAINTENANCE & REPAIR GRAY SPRAY PAINT		17.18	
3456	GUSTIN HARDWARE INC.	09/22/2022	Regular	0.00	20.74	122288
<a href="#">287251</a>	Invoice	09/21/2022	PLASTIC TRAY THINNER PAINT BRUSH	0.00	20.74	
	<a href="#">401-015-2215</a>		MAINTENANCE & REPAIR PLASTIC TRAY THINNER PAINT B		20.74	
3456	GUSTIN HARDWARE INC.	09/22/2022	Regular	0.00	26.33	122289
<a href="#">287004</a>	Invoice	09/21/2022	MOWING HEAD POLY CUT	0.00	26.33	
	<a href="#">401-023-2215</a>		MAINTENANCE & REPAIR MOWING HEAD POLY CUT		3.77	
	<a href="#">401-024-2215</a>		MAINTENANCE & REPAIR MOWING HEAD POLY CUT		3.77	
	<a href="#">401-027-2215</a>		MAINTENANCE & REPAIR MOWING HEAD POLY CUT		3.75	
	<a href="#">401-036-2215</a>		MAINTENANCE & REPAIR MOWING HEAD POLY CUT		3.75	
	<a href="#">401-037-2215</a>		MAINTENANCE & REPAIR MOWING HEAD POLY CUT		3.77	
	<a href="#">401-082-2215</a>		MAINTENANCE & REPAIR MOWING HEAD POLY CUT		3.76	
	<a href="#">911-080-2215</a>		MAINTENANCE & REPAIR MOWING HEAD POLY CUT		3.76	
3456	GUSTIN HARDWARE INC.	09/22/2022	Regular	0.00	15.98	122290
<a href="#">287347</a>	Invoice	09/21/2022	GLS WHITE PLASTIC PAINT	0.00	15.98	
	<a href="#">401-015-2215</a>		MAINTENANCE & REPAIR GLS WHITE PLASTIC PAINT		15.98	
3456	GUSTIN HARDWARE INC.	09/22/2022	Regular	0.00	34.28	122291

Check Report

Date Range: 09/08/2022 - 09/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
287332	Invoice	09/21/2022	BLADE UTILITY KNIFE	0.00	34.28	
	<a href="#">401-023-2215</a>		MAINTENANCE & REPAIR		4.90	
	<a href="#">401-024-2215</a>		MAINTENANCE & REPAIR		4.90	
	<a href="#">401-027-2215</a>		MAINTENANCE & REPAIR		4.90	
	<a href="#">401-036-2215</a>		MAINTENANCE & REPAIR		4.90	
	<a href="#">401-037-2215</a>		MAINTENANCE & REPAIR		4.90	
	<a href="#">401-082-2215</a>		MAINTENANCE & REPAIR		4.89	
	<a href="#">911-080-2215</a>		MAINTENANCE & REPAIR		4.89	
3456	GUSTIN HARDWARE INC.	09/22/2022	Regular	0.00	237.70	122292
	Invoice	09/21/2022	38338 5 BOXES CEILING PANELS	0.00	237.70	
	<a href="#">401-087-2215</a>		MAINTENANCE & REPAIR		237.70	
287340	Invoice	09/21/2022	38338 5 BOXES CEILING PANELS	0.00	237.70	
	<a href="#">401-087-2215</a>		MAINTENANCE & REPAIR		237.70	
214	HART'S TRUSTWORTHY HARDWARE	09/08/2022	Regular	0.00	53.97	122150
	Invoice	09/07/2022	4 PK LIGHT BULBS	0.00	53.97	
	<a href="#">401-016-2215</a>		MAINTENANCE & REPAIR		6.29	
	<a href="#">401-023-2215</a>		MAINTENANCE & REPAIR		6.29	
	<a href="#">401-024-2215</a>		MAINTENANCE & REPAIR		6.29	
	<a href="#">401-027-2215</a>		MAINTENANCE & REPAIR		5.32	
	<a href="#">401-036-2215</a>		MAINTENANCE & REPAIR		5.32	
	<a href="#">401-053-2215</a>		MAINTENANCE & REPAIR		6.99	
	<a href="#">401-056-2215</a>		MAINTENANCE & REPAIR		6.99	
	<a href="#">401-082-2215</a>		MAINTENANCE & REPAIR		5.24	
	<a href="#">911-080-2215</a>		MAINTENANCE & REPAIR		5.24	
214	HART'S TRUSTWORTHY HARDWARE	09/15/2022	Regular	0.00	69.52	122209
	Invoice	09/14/2022	WATER SOFTNER PELLETS	0.00	69.52	
	<a href="#">911-080-2215</a>		MAINTENANCE & REPAIR		69.52	
214	HART'S TRUSTWORTHY HARDWARE	09/22/2022	Regular	0.00	291.97	122293
	Invoice	09/21/2022	PAINT ROLLERS PAINT BRUSHES	0.00	291.97	
	<a href="#">401-016-2215</a>		MAINTENANCE & REPAIR		32.45	
	<a href="#">401-023-2215</a>		MAINTENANCE & REPAIR		32.44	
	<a href="#">401-024-2215</a>		MAINTENANCE & REPAIR		32.44	
	<a href="#">401-027-2215</a>		MAINTENANCE & REPAIR		32.44	
	<a href="#">401-036-2215</a>		MAINTENANCE & REPAIR		32.44	
	<a href="#">401-053-2215</a>		MAINTENANCE & REPAIR		32.44	
	<a href="#">401-056-2215</a>		MAINTENANCE & REPAIR		32.44	
	<a href="#">401-082-2215</a>		MAINTENANCE & REPAIR		32.44	
	<a href="#">911-080-2215</a>		MAINTENANCE & REPAIR		32.44	



Check Report

Date Range: 09/08/2022 - 09/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3929	HENRY SCHEIN MATRX MEDICAL	09/08/2022	Regular	0.00	1,474.94	122151
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">23462057</a>	Invoice	09/07/2022	37985/COMBAT TOURNIQUET BLACK	0.00	1,168.50	
	<a href="#">411-092-2230</a>		SUPPLIES - MEDICAL		1,168.50	
<a href="#">23532623</a>	Invoice	09/07/2022	SODIUM CHLORIDE 1000ML	0.00	71.04	
	<a href="#">411-092-2230</a>		SUPPLIES - MEDICAL		71.04	
<a href="#">23796056</a>	Invoice	09/07/2022	TAPE EMERGENCY MSR PEDIA TAPE	0.00	235.40	
	<a href="#">411-092-2230</a>		SUPPLIES - MEDICAL		235.40	
5677	Hunt, Soren G	09/15/2022	Regular	0.00	25.00	122252
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">08.22.22 S HUNT</a>	Invoice	09/15/2022	REPRESENTATION AT 08.22.22 EVYFC MEE	0.00	25.00	
	<a href="#">635-067-2272</a>		CONTRACT - PROFESSION		25.00	
3464	INTEGRATED TECHNOLOGIES CORP	09/08/2022	Regular	0.00	5,159.12	122152
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">121-10-0003A</a>	Invoice	09/07/2022	TC COMMISSION CHAMBERS VIDEO AND	0.00	1,928.05	
	<a href="#">620-094-2611</a>		CAPITAL OUTLAY - BUILDI		1,928.05	
<a href="#">121-10-0003B</a>	Invoice	09/07/2022	TC COMMISSION CHAMBERS VIDEO AND Z	0.00	3,231.07	
	<a href="#">620-094-2611</a>		CAPITAL OUTLAY - BUILDI		3,231.07	
1656	INTERNAL REVENUE SERVICE	09/15/2022	Bank Draft	0.00	37,954.14	DFT0000133
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">INV0000263</a>	Invoice	09/15/2022	Federal Tax	0.00	37,954.14	
	<a href="#">401-000-9001</a>		Payroll Liabilities		12,104.34	
	<a href="#">401-000-9001</a>		Payroll Liabilities		19,922.98	
	<a href="#">401-000-9001</a>		Payroll Liabilities		5,926.82	
1656	INTERNAL REVENUE SERVICE	09/14/2022	Bank Draft	0.00	-92.31	DFT0000140
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">CM0000016</a>	Credit Memo	09/14/2022	Federal Tax	0.00	-92.31	
	<a href="#">401-000-9001</a>		Payroll Liabilities		-12.66	
	<a href="#">401-000-9001</a>		Payroll Liabilities		-54.28	
	<a href="#">401-000-9001</a>		Payroll Liabilities		-25.37	
990	IRON MOUNTAIN RECORDS MANAGEMENT	09/22/2022	Regular	0.00	247.25	122294
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">202603641</a>	Invoice	09/21/2022	MONTHLY STORAGE MICRO FILM 8/22	0.00	247.25	
	<a href="#">612-020-2203</a>		MAINTENANCE & REPAIR		247.25	
5153	JANET DOUGLAS	09/22/2022	Regular	0.00	91.00	122295
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">INV0000271</a>	Invoice	09/21/2022	County Primary Election Audit	0.00	91.00	
	<a href="#">401-021-2226</a>		ELECTION COSTS		91.00	

Check Report

Date Range: 09/08/2022 - 09/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3712	JOHNSTON, DANIELLE	09/22/2022	Regular	0.00	199.00	122296
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">INV0000274</a>	Invoice	09/21/2022	County Primary Election Audit	0.00	104.00	
	<a href="#">401-021-2226</a>		ELECTION COSTS		104.00	
<a href="#">INV0000287</a>	Invoice	09/21/2022	PZ BOARD MEETING 09/07/22	0.00	95.00	
	<a href="#">401-008-2300</a>		TRAVEL - APPOINTED BO		95.00	
5682	Kimberly Turner	09/22/2022	Regular	0.00	125.00	122297
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">38321</a>	Invoice	09/21/2022	STRESS MANAGEMENT FOR SUPERVISORS	0.00	125.00	
	<a href="#">911-085-2266</a>		EMPLOYEE TRAINING		125.00	
4745	LANGELL, GAIL	09/15/2022	Regular	0.00	95.00	122210
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">G LANGELL 09.22</a>	Invoice	09/14/2022	P AND Z BOARD MEETING 9.7.22	0.00	95.00	
	<a href="#">401-008-2300</a>		TRAVEL - APPOINTED BO		95.00	
5179	LEAF CAPITAL FUNDING LLC	09/22/2022	Regular	0.00	383.67	122298
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">13705030</a>	Invoice	09/21/2022	HP DESIGN JET T3500PS COPIER	0.00	383.67	
	<a href="#">401-007-2284</a>		EQUIPMENT LEASES		383.67	
4339	LIBERTY NATIONAL LIFE INSURANCE	09/22/2022	Regular	0.00	598.32	122299
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">INV0000246</a>	Invoice	09/15/2022	Liberty Life Insurance	0.00	388.59	
	<a href="#">401-000-9001</a>		Payroll Liabilities		388.59	
<a href="#">INV0000247</a>	Invoice	09/15/2022	Liberty Life Insurance	0.00	209.73	
	<a href="#">401-000-9001</a>		Payroll Liabilities		209.73	
5322	LIVEVIEW GPS, INC.	09/15/2022	Regular	0.00	1,508.40	122211
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">444172</a>	Invoice	09/14/2022	LiveViewGPS	0.00	1,508.40	
	<a href="#">401-010-2207</a>		TELECOMMUNICATIONS		479.40	
	<a href="#">401-010-2207</a>		TELECOMMUNICATIONS		479.40	
	<a href="#">401-010-2207</a>		TELECOMMUNICATIONS		70.20	
	<a href="#">401-010-2207</a>		TELECOMMUNICATIONS		479.40	
2291	LOBO INTERNET SERVICES LTD	09/22/2022	Regular	0.00	137.50	122300
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">N10958-34</a>	Invoice	09/21/2022	INTERNET DISPATCH	0.00	137.50	
	<a href="#">911-080-2207</a>		TELECOMMUNICATIONS		137.50	
2291	LOBO INTERNET SERVICES LTD	09/22/2022	Regular	0.00	45.00	122301
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">N12084-33</a>	Invoice	09/21/2022	INTERNET ANIMAL SHELTER	0.00	45.00	
	<a href="#">401-096-2207</a>		TELECOMMUNICATIONS		45.00	
2291	LOBO INTERNET SERVICES LTD	09/22/2022	Regular	0.00	625.00	122302



Check Report

Date Range: 09/08/2022 - 09/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">N10926-36</a>	Invoice	09/21/2022	INTERNET FIRE ADMIN	0.00	625.00	
	<a href="#">405-091-2207</a>		TELECOMMUNICATIONS		135.69	
	<a href="#">406-091-2207</a>		TELECOMMUNICATIONS		135.69	
	<a href="#">408-091-2207</a>		TELECOMMUNICATIONS		172.61	
	<a href="#">409-091-2207</a>		TELECOMMUNICATIONS		135.69	
	<a href="#">413-091-2207</a>		TELECOMMUNICATIONS		45.32	
2291	LOBO INTERNET SERVICES LTD	09/22/2022	Regular	0.00	155.00	122303
<a href="#">N10715-39</a>	Invoice	09/21/2022	INTERNET IT	0.00	155.00	
	<a href="#">401-096-2207</a>		TELECOMMUNICATIONS		155.00	
2527	LOVATO, MARLA	09/22/2022	Regular	0.00	91.00	122304
<a href="#">INV0000272</a>	Invoice	09/21/2022	County Primary Election Audit	0.00	91.00	
	<a href="#">401-021-2226</a>		ELECTION COSTS		91.00	
2952	LUCERO, TANYA	09/22/2022	Regular	0.00	91.00	122305
<a href="#">INV0000279</a>	Invoice	09/21/2022	County Primary Election Audit	0.00	91.00	
	<a href="#">401-021-2226</a>		ELECTION COSTS		91.00	
5621	MAGOURILOS, FRANK G.	09/08/2022	Regular	0.00	1,583.00	122153
<a href="#">FY-23 INVOICE#1</a>	Invoice	09/07/2022	AUGUST 2022 EVALUATION SERVICES	0.00	1,583.00	
	<a href="#">605-022-2272</a>		CONTRACT - PROFESSION		1,583.00	
3729	MARLIN BUSINESS BANK	09/15/2022	Regular	0.00	283.80	122212
<a href="#">20043732</a>	Invoice	09/14/2022	Scanpro Scanning System	0.00	283.80	
	<a href="#">911-080-2284</a>		LEASE EQUIPMENT		283.80	
800	MID-REGION COUNCIL OF GOVERNMENT	09/22/2022	Regular	0.00	6,087.00	122306
<a href="#">INV0000296</a>	Invoice	09/22/2022	MRCOG Membership FY23	0.00	6,087.00	
	<a href="#">401-010-2271</a>		CONTRACT-OTHER SERVI		6,087.00	
721	MORIARTY FOODS	09/08/2022	Regular	0.00	50.89	122154
<a href="#">8.15.22</a>	Invoice	09/07/2022	38106/FOOD FOR DV VICTIM SUPPORT	0.00	50.89	
	<a href="#">692-049-2283</a>		VICTIM'S SUPPORT		50.89	
5441	MURRAY, JULIE	09/22/2022	Regular	0.00	104.00	122307
<a href="#">INV0000276</a>	Invoice	09/21/2022	County Primary Election Audit	0.00	104.00	
	<a href="#">401-021-2226</a>		ELECTION COSTS		104.00	

Check Report

Date Range: 09/08/2022 - 09/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4987	NEW YORK LIFE	09/22/2022	Regular	0.00	107.00	122308
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">INV0000248</a>	Invoice	09/15/2022	New York Life Insurance	0.00	107.00	
	<a href="#">401-000-9001</a>		Payroll Liabilities		107.00	
4819	NEXTIVA INC	09/22/2022	Regular	0.00	2,471.29	122309
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">SEP 2022 NEXTIV</a>	Invoice	09/22/2022	PHONE BILL SEPT 2022	0.00	2,471.29	
	<a href="#">401-096-2207</a>		TELECOMMUNICATIONS RA		33.50	
	<a href="#">401-096-2207</a>		TELECOMMUNICATIONS ASSESSOR		402.00	
	<a href="#">401-096-2207</a>		TELECOMMUNICATIONS COMMISSION		67.00	
	<a href="#">401-096-2207</a>		TELECOMMUNICATIONS MAINTENANCE		67.00	
	<a href="#">401-096-2207</a>		TELECOMMUNICATIONS FINANCE		134.00	
	<a href="#">401-096-2207</a>		TELECOMMUNICATIONS LAWYER		67.00	
	<a href="#">401-096-2207</a>		TELECOMMUNICATIONS GRANTS		67.00	
	<a href="#">401-096-2207</a>		TELECOMMUNICATIONS HR		33.50	
	<a href="#">401-096-2207</a>		TELECOMMUNICATIONS SHERIFF		368.50	
	<a href="#">401-096-2207</a>		TELECOMMUNICATIONS MANAGER		100.50	
	<a href="#">401-096-2207</a>		TELECOMMUNICATIONS PROBATE		33.50	
	<a href="#">401-096-2207</a>		TELECOMMUNICATIONS ROAD		67.00	
	<a href="#">401-096-2207</a>		TELECOMMUNICATIONS IT		67.00	
	<a href="#">401-096-2207</a>		TELECOMMUNICATIONS PZ		100.50	
	<a href="#">401-096-2207</a>		TELECOMMUNICATIONS EXTENSION OFFICE		165.00	
	<a href="#">401-096-2207</a>		TELECOMMUNICATIONS EVIDENCE		133.29	
	<a href="#">401-096-2207</a>		TELECOMMUNICATIONS TREASURER		264.00	
	<a href="#">401-096-2207</a>		TELECOMMUNICATIONS COMMUNITY MONITOR		33.00	
	<a href="#">401-096-2207</a>		TELECOMMUNICATIONS CLERK		234.50	
	<a href="#">604-083-2207</a>		TELECOMMUNICATIONS CIVIL DEFENSE		33.50	
4464	NM APPARATUS LLC	09/15/2022	Regular	0.00	594.26	122213
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">38244</a>	Invoice	09/14/2022	BRUSH 4-1	0.00	594.26	
	<a href="#">409-091-2201</a>		MAINTENANCE & REPAIR PARTS		306.03	
	<a href="#">409-091-2201</a>		MAINTENANCE & REPAIR HOURS LABOR		270.00	
	<a href="#">409-091-2201</a>		MAINTENANCE & REPAIR TAX		18.23	
2360	NM COALITION AGAINST DOMESTIC	09/08/2022	Regular	0.00	494.00	122155
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">38240</a>	Invoice	09/07/2022	PRINCIPAL MEMBER RENEWAL FOR FY 23	0.00	494.00	
	<a href="#">691-038-2269</a>		SUBSCRIPTIONS & DUES PRINCIPAL MEMEBER RENEWAL		494.00	
25	NM COUNTY INSURANCE AUTHORITY	09/12/2022	Regular	0.00	105,262.00	122178
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">WC000132</a>	Invoice	07/19/2022	WORKERS COMPENSATION POOL	0.00	105,262.00	
	<a href="#">401-050-2212</a>		OTHER INSURANCE PREM WORKERS COMPENSATION POO		105,262.00	
582	NM DEPARTMENT OF PUBLIC SAFETY	09/08/2022	Regular	0.00	15.00	122156
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">38184</a>	Invoice	09/07/2022	EUTHANASIA LICENSING	0.00	15.00	
	<a href="#">401-082-2271</a>		CONTRACT - OTHER SERV EUTHANASIA LICENSING		15.00	



Check Report

Date Range: 09/08/2022 - 09/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5051	NM LOCKING SYSTEMS	09/15/2022	Regular	0.00	18.64	122214
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">10028</a>	Invoice	09/14/2022	NEW KEYS FOR ADMIN STORAGE ROOM	0.00	18.64	
	<a href="#">401-015-2215</a>		MAINTENANCE & REPAIR SHARP/MX 3571 OVERAGE CHA		18.64	
5051	NM LOCKING SYSTEMS	09/22/2022	Regular	0.00	72.99	122311
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">10047</a>	Invoice	09/21/2022	REKEY CYLINDER AND 7 COPIES OF KEY	0.00	65.86	
	<a href="#">401-015-2215</a>		MAINTENANCE & REPAIR REKEY CYLINDER AND 7 COPIES		65.86	
<a href="#">10053</a>	Invoice	09/21/2022	2 KEY COPIES ADMIN	0.00	7.13	
	<a href="#">401-015-2215</a>		MAINTENANCE & REPAIR 2 KEY COPIES ADMIN		7.13	
1096	NM RETIREE HEALTH-CARE AUTHORI	09/15/2022	Regular	0.00	5,635.55	122215
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">CM0000009</a>	Credit Memo	08/31/2022	Retiree Health Care	0.00	-23.96	
	<a href="#">401-000-9001</a>		Payroll Liabilities Retiree Health Care		-23.96	
<a href="#">CM0000013</a>	Credit Memo	09/14/2022	Retiree Health Care	0.00	-13.13	
	<a href="#">401-000-9001</a>		Payroll Liabilities Retiree Health Care		-13.13	
<a href="#">INV0000252</a>	Invoice	09/15/2022	Retiree Health Care	0.00	5,672.64	
	<a href="#">401-000-9001</a>		Payroll Liabilities Retiree Health Care		5,672.64	
144	NM SECRETARY OF STATE	09/15/2022	Regular	0.00	30.00	122216
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">38075</a>	Invoice	09/14/2022	NOTARY RENEWAL FOR GENELL MORRIS	0.00	30.00	
	<a href="#">401-090-2219</a>		SUPPLIES - GENERAL OFFI NOTARY RENEWAL FOR GENELL		30.00	
448	NM TAXATION & REVENUE	09/15/2022	Bank Draft	0.00	6,154.57	DFT0000132
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">INV0000262</a>	Invoice	09/15/2022	State Tax	0.00	6,154.57	
	<a href="#">401-000-9001</a>		Payroll Liabilities State Tax		6,154.57	
448	NM TAXATION & REVENUE	09/14/2022	Bank Draft	0.00	-20.44	DFT0000139
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">CM0000015</a>	Credit Memo	09/14/2022	State Tax	0.00	-20.44	
	<a href="#">401-000-9001</a>		Payroll Liabilities State Tax		-20.44	
4312	NM WASTE SERVICE INC	09/15/2022	Regular	0.00	1,423.21	122217
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">203003</a>	Invoice	09/14/2022	4 YD CONTAINER DIST 3 OCT NOV DEC 20	0.00	635.14	
	<a href="#">408-091-2210</a>		UTILITIES - WATER 4 YD CONTAINER DIST 3 OCT NO		635.14	
<a href="#">203683</a>	Invoice	09/14/2022	4 YD CONTAINER DIST 2 OCT NOV DEC 20	0.00	607.62	
	<a href="#">406-091-2210</a>		UTILITIES - WATER 4 YD CONTAINER DIST 2 OCT NO		607.62	
<a href="#">203711</a>	Invoice	09/14/2022	95 GAL CART OCT NOV DEC 2022	0.00	180.45	
	<a href="#">409-091-2210</a>		UTILITIES - WATER 95 GAL CART OCT NOV DEC 202		180.45	

Check Report

Date Range: 09/08/2022 - 09/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
284	NMSU Cooperative Extension Service	09/22/2022	Regular	0.00	2,500.00	122312
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">10363</a>	Invoice	09/19/2022	NM EDGE Class Credits September 2022	0.00	2,500.00	
	<a href="#">401-010-2266</a>		EMPLOYEE TRAINING		1,350.00	
	<a href="#">401-030-2266</a>		EMPLOYEE TRAINING		300.00	
	<a href="#">401-040-2266</a>		EMPLOYEE TRAINING		100.00	
	<a href="#">401-049-2266</a>		EMPLOYEE TRAINING		250.00	
	<a href="#">401-056-2266</a>		EMPLOYEE TRAINING		500.00	
5307	NUBE GROUP	09/15/2022	Regular	0.00	22.41	122218
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">IN57640</a>	Invoice	09/14/2022	COLOR COPIES OVERAGE 9/1/22-9/30/22	0.00	22.41	
	<a href="#">401-040-2203</a>		MAINTENANCE & REPAIR		22.41	
5307	NUBE GROUP	09/15/2022	Regular	0.00	83.73	122219
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">IN57641</a>	Invoice	09/14/2022	CONTRACT OVERAGE 8/1/22-8/31/22	0.00	83.73	
	<a href="#">401-021-2221</a>		PRINTING/PUBLISHING/A		83.73	
5307	NUBE GROUP	09/15/2022	Regular	0.00	63.48	122220
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">IN5763</a>	Invoice	09/14/2022	OVERAGE FEE TAX	0.00	63.48	
	<a href="#">401-050-2203</a>		MAINTENANCE & REPAIR		58.91	
	<a href="#">401-050-2203</a>		MAINTENANCE & REPAIR		4.57	
5307	NUBE GROUP	09/22/2022	Regular	0.00	23.17	122313
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">INV57643</a>	Invoice	09/20/2022	Copy overage charges	0.00	23.17	
	<a href="#">401-055-2203</a>		MAINTENANCE & REPAIR		23.17	
5248	NV5, INC.	09/22/2022	Regular	0.00	1,003.24	122314
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">38263</a>	Invoice	09/21/2022	QUALITY ASSURANCE TESTING MCNABB R	0.00	1,003.24	
	<a href="#">402-062-2403</a>		CAP MATCHING		1,003.24	
5106	ORTIZ, ADRIAN	09/08/2022	Regular	0.00	4,344.73	122157
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">8302022</a>	Invoice	09/07/2022	AUGUST 2022 TEEN COURT/PREVENTION	0.00	4,344.73	
	<a href="#">605-022-2272</a>		CONTRACT - PROFESSION		4,070.00	
	<a href="#">605-022-2272</a>		CONTRACT - PROFESSION		274.73	
5514	PERSONNEL EVALUATION INC.	09/15/2022	Regular	0.00	60.00	122221
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">45380</a>	Invoice	09/14/2022	PERSONNEL PROFILE EVALUATIONS	0.00	60.00	
	<a href="#">911-080-2272</a>		CONTRACT - PROFESSION		60.00	
5603	PFEIFER VETERINARY SERVICES, LLC	09/22/2022	Regular	0.00	4,746.68	122315
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">2016102/201447</a>	Invoice	09/21/2022	DOG CAT STERILIZATIONS RABIES FOR SNI	0.00	4,746.68	
	<a href="#">431-082-2272</a>		CONTRACT - PROFESSION		4,746.68	



Check Report

Date Range: 09/08/2022 - 09/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
151	PITNEY BOWES INC.	09/08/2022	Regular	0.00	664.89	122158
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">3316187895</a>	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
	Invoice	09/07/2022	LEASING CHARGES	0.00	664.89	
	<a href="#">401-010-2206</a>		POSTAGE		664.89	
2015	PLATEAU WIRELESS	09/22/2022	Regular	0.00	2,271.29	122316
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">09/1/22 3061934</a>	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
	Invoice	09/21/2022	LARGE BUSINESS BLAZE INTERNET	0.00	2,271.29	
	<a href="#">401-096-2207</a>		TELECOMMUNICATIONS		2,271.29	
2062	POWER PHONE INC	09/15/2022	Regular	0.00	974.51	122222
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">38252</a>	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
	Invoice	09/14/2022	ONLINE EMD CERTIFICATION	0.00	974.51	
	<a href="#">911-085-2266</a>		EMPLOYEE TRAINING		129.00	
	<a href="#">911-085-2266</a>		EMPLOYEE TRAINING		798.00	
	<a href="#">911-085-2266</a>		EMPLOYEE TRAINING		47.51	
2021	PRE-PAID LEGAL SERVICES, INC	09/22/2022	Regular	0.00	93.19	122317
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">INV0000245</a>	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
	Invoice	09/15/2022	Legal Shield	0.00	93.19	
	<a href="#">401-000-9001</a>		Payroll Liabilities		93.19	
4832	PRESBYTERIAN HEALTH PLAN	09/22/2022	Regular	0.00	41,628.82	122318
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">INV0000249</a>	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
	Invoice	09/15/2022	Presbyterian Health Insurance	0.00	23,595.59	
	<a href="#">401-000-9001</a>		Payroll Liabilities		23,595.59	
<a href="#">INV0000250</a>	Invoice	09/15/2022	Presbyterian Health Insurance	0.00	18,033.23	
	<a href="#">401-000-9001</a>		Payroll Liabilities		18,033.23	
317	PRESBYTERIAN KASEMAN HOSPITAL	09/08/2022	Regular	0.00	1,608.00	122159
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">100109840</a>	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
	Invoice	09/07/2022	MEDICAL ARAGON	0.00	1,608.00	
	<a href="#">420-070-2173</a>		INMATE MEDICAL		1,608.00	
317	PRESBYTERIAN KASEMAN HOSPITAL	09/15/2022	Regular	0.00	315.00	122223
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">08012022</a>	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
	Invoice	09/14/2022	MEDICAL HARTNETT	0.00	315.00	
	<a href="#">420-070-2173</a>		INMATE MEDICAL		315.00	
5100	PRESBYTERIAN MEDICAL SERVICES	09/22/2022	Regular	0.00	833.33	122319
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">6-SEP-22</a>	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
	Invoice	09/21/2022	CLEANING EXPENSES FOR SC SEPT 22	0.00	833.33	
	<a href="#">631-057-2271</a>		CONTRACT - OTHER SERV		833.33	
3859	PRUDENTIAL OVERALL SUPPLY	09/08/2022	Regular	0.00	138.87	122160
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">450638555</a>	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
	Invoice	09/07/2022	MOPS AND MATS ADMIN	0.00	138.87	
	<a href="#">401-015-2203</a>		MAINTENANCE & REPAIR		138.87	
3859	PRUDENTIAL OVERALL SUPPLY	09/08/2022	Regular	0.00	56.65	122161

Check Report

Date Range: 09/08/2022 - 09/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">450638554</a>	Invoice	09/07/2022	MOPS AND MATS JUDICIAL	0.00	56.65	
	<a href="#">401-016-2203</a>		MAINTENANCE & REPAIR MOPS AND MATS JUDICIAL		56.65	
3859	PRUDENTIAL OVERALL SUPPLY	09/08/2022	Regular	0.00	888.84	122162
<a href="#">450637647</a>	Invoice	09/07/2022	SHIRTS AND PANTS ROAD DEPT	0.00	888.84	
	<a href="#">402-060-2236</a>		SUPPLIES - UNIFORMS WEEK 08/9/2022		222.21	
	<a href="#">402-060-2236</a>		SUPPLIES - UNIFORMS WEEK 08/16/22		222.21	
	<a href="#">402-060-2236</a>		SUPPLIES - UNIFORMS WEEK 8/23/22		222.21	
	<a href="#">402-060-2236</a>		SUPPLIES - UNIFORMS WEEK 08/30/22		222.21	
3859	PRUDENTIAL OVERALL SUPPLY	09/08/2022	Regular	0.00	368.32	122163
<a href="#">450637646</a>	Invoice	09/07/2022	COUNTY PAPER GLOVES TRASH LINERS SO	0.00	368.32	
	<a href="#">401-015-2229</a>		SUPPLIES - PAPER COUNTY PAPER GLOVES TRASH		368.32	
3859	PRUDENTIAL OVERALL SUPPLY	09/08/2022	Regular	0.00	138.87	122164
<a href="#">450637645</a>	Invoice	09/07/2022	MOPS AND MATS COUNTY ADMIN	0.00	138.87	
	<a href="#">401-015-2203</a>		MAINTENANCE & REPAIR MOPS AND MATS COUNTY ADM		138.87	
3859	PRUDENTIAL OVERALL SUPPLY	09/08/2022	Regular	0.00	56.65	122165
<a href="#">450637644</a>	Invoice	09/07/2022	MOPS AND MATS JUDICIAL	0.00	56.65	
	<a href="#">401-016-2203</a>		MAINTENANCE & REPAIR MOPS AND MATS JUDICIAL		56.65	
3859	PRUDENTIAL OVERALL SUPPLY	09/22/2022	Regular	0.00	687.82	122320
<a href="#">450639323</a>	Invoice	09/21/2022	MAINTENANCE SUPPLIES	0.00	687.82	
	<a href="#">401-015-2229</a>		SUPPLIES - PAPER MAINTENANCE SUPPLIES		687.82	
3859	PRUDENTIAL OVERALL SUPPLY	09/22/2022	Regular	0.00	139.42	122321
<a href="#">450639322</a>	Invoice	09/21/2022	MOPS AND MATS ADMIN	0.00	139.42	
	<a href="#">401-015-2203</a>		MAINTENANCE & REPAIR MOPS AND MATS ADMIN		139.42	
3859	PRUDENTIAL OVERALL SUPPLY	09/22/2022	Regular	0.00	57.75	122322
<a href="#">450639321</a>	Invoice	09/21/2022	MOPS AND MATS JUDICIAL	0.00	57.75	
	<a href="#">401-016-2203</a>		MAINTENANCE & REPAIR MOPS AND MATS JUDICIAL		57.75	
233	PUBLIC EMPLOYEES RETIREMENT	09/22/2022	Regular	0.00	958.87	122323
<a href="#">INV0000235</a>	Invoice	09/01/2022	PERA Retirement	0.00	958.87	
	<a href="#">401-000-9001</a>		Payroll Liabilities PERA Retirement		958.87	



Check Report

Date Range: 09/08/2022 - 09/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
233	PUBLIC EMPLOYEES RETIREMENT	09/15/2022	Bank Draft	0.00	45,666.09	DFT0000131
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">INV0000261</a>	Invoice	09/15/2022	PERA Retirement	0.00	45,666.09	
	<a href="#">401-000-9001</a>		Payroll Liabilities		13,195.29	
	<a href="#">401-000-9001</a>		Payroll Liabilities		32,470.80	
233	PUBLIC EMPLOYEES RETIREMENT	09/14/2022	Bank Draft	0.00	-44.07	DFT0000138
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">CM0000014</a>	Credit Memo	09/14/2022	PERA Retirement	0.00	-44.07	
	<a href="#">401-000-9001</a>		Payroll Liabilities		-44.07	
107	QWEST CORPORATION	09/15/2022	Regular	0.00	2,313.77	122224
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">09.22</a>	Invoice	09/13/2022	Monthly Fax Charges	0.00	211.79	
	<a href="#">401-037-2207</a>		TELECOMMUNICATIONS		211.79	
<a href="#">09.22 1022</a>	Invoice	09/13/2022	Monthly Fax Charges	0.00	548.88	
	<a href="#">911-080-2207</a>		TELECOMMUNICATIONS		548.88	
<a href="#">09.22 2885</a>	Invoice	09/13/2022	Monthly Fax Charges	0.00	79.76	
	<a href="#">401-027-2207</a>		TELECOMMUNICATIONS		79.76	
<a href="#">09.22 3237</a>	Invoice	09/13/2022	Monthly Fax Charges	0.00	142.40	
	<a href="#">401-016-2207</a>		TELECOMMUNICATIONS		142.40	
<a href="#">09.22 4068</a>	Invoice	09/13/2022	Monthly Fax Charges	0.00	261.31	
	<a href="#">405-091-2207</a>		TELECOMMUNICATIONS		261.31	
<a href="#">09.22 4080</a>	Invoice	09/13/2022	Monthly Fax Charges	0.00	150.40	
	<a href="#">401-096-2207</a>		TELECOMMUNICATIONS		150.40	
<a href="#">09.22 5010</a>	Invoice	09/13/2022	Monthly Fax Charges	0.00	291.75	
	<a href="#">401-036-2207</a>		TELECOMMUNICATIONS		291.75	
<a href="#">09.22 5104</a>	Invoice	09/13/2022	Monthly Fax Charges	0.00	82.70	
	<a href="#">405-091-2207</a>		TELECOMMUNICATIONS		82.70	
<a href="#">09.22 5117</a>	Invoice	09/13/2022	Monthly Fax Charges	0.00	272.60	
	<a href="#">401-096-2207</a>		TELECOMMUNICATIONS		272.60	
<a href="#">09.22 5294</a>	Invoice	09/13/2022	Monthly Fax Charges	0.00	272.18	
	<a href="#">401-096-2207</a>		TELECOMMUNICATIONS		272.18	
107	QWEST CORPORATION	09/15/2022	Regular	0.00	-2,313.77	122224
107	QWEST CORPORATION	09/15/2022	Regular	0.00	67.20	122225
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">08.22 4080</a>	Invoice	09/13/2022	Monthly Fax Charges	0.00	67.20	
	<a href="#">401-096-2207</a>		TELECOMMUNICATIONS		67.20	
107	QWEST CORPORATION	09/15/2022	Regular	0.00	83.20	122226
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">09.28 4381</a>	Invoice	09/13/2022	Monthly Fax Charges	0.00	83.20	
	<a href="#">401-096-2207</a>		TELECOMMUNICATIONS		83.20	
107	QWEST CORPORATION	09/15/2022	Regular	0.00	38.71	122227
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">9.22 1277</a>	Invoice	09/13/2022	Monthly Fax Charges	0.00	38.71	
	<a href="#">401-096-2207</a>		TELECOMMUNICATIONS		38.71	
107	QWEST CORPORATION	09/15/2022	Regular	0.00	67.20	122228

Check Report

Date Range: 09/08/2022 - 09/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">09.22 4362</a>	Invoice <a href="#">401-096-2207</a>	09/13/2022	Monthly Fax Charges TELECOMMUNICATIONS Monthly Fax	0.00	67.20	
107	QWEST CORPORATION	09/15/2022	Regular	0.00	140.16	122229
<a href="#">09.22 3165</a>	Invoice <a href="#">401-096-2207</a>	09/13/2022	Monthly Fax Charges TELECOMMUNICATIONS Monthly Fax	0.00	140.16	
107	QWEST CORPORATION	09/15/2022	Regular	0.00	116.97	122230
<a href="#">09.22 2550</a>	Invoice <a href="#">401-096-2207</a>	09/13/2022	Monthly Fax Charges TELECOMMUNICATIONS Monthly Fax	0.00	116.97	
107	QWEST CORPORATION	09/22/2022	Regular	0.00	2,313.77	122324
<a href="#">09.22</a>	Invoice <a href="#">401-037-2207</a>	09/13/2022	Monthly Fax Charges TELECOMMUNICATIONS Monthly Fax Charges	0.00	211.79	
<a href="#">09.22 1022</a>	Invoice <a href="#">911-080-2207</a>	09/13/2022	Monthly Fax Charges TELECOMMUNICATIONS Monthly Fax Charges	0.00	548.88	
<a href="#">09.22 2885</a>	Invoice <a href="#">401-027-2207</a>	09/13/2022	Monthly Fax Charges TELECOMMUNICATIONS Monthly Fax Charges	0.00	79.76	
<a href="#">09.22 3237</a>	Invoice <a href="#">401-016-2207</a>	09/13/2022	Monthly Fax Charges TELECOMMUNICATIONS Monthly Fax Charges	0.00	142.40	
<a href="#">09.22 4068</a>	Invoice <a href="#">405-091-2207</a>	09/13/2022	Monthly Fax Charges TELECOMMUNICATIONS Monthly Fax Charges	0.00	261.31	
<a href="#">09.22 4080</a>	Invoice <a href="#">401-096-2207</a>	09/13/2022	Monthly Fax Charges TELECOMMUNICATIONS Monthly Fax	0.00	150.40	
<a href="#">09.22 5010</a>	Invoice <a href="#">401-036-2207</a>	09/13/2022	Monthly Fax Charges TELECOMMUNICATIONS Monthly Fax Charges	0.00	291.75	
<a href="#">09.22 5104</a>	Invoice <a href="#">405-091-2207</a>	09/13/2022	Monthly Fax Charges TELECOMMUNICATIONS Monthly Fax Charges	0.00	82.70	
<a href="#">09.22 5117</a>	Invoice <a href="#">401-096-2207</a>	09/13/2022	Monthly Fax Charges TELECOMMUNICATIONS Monthly Fax	0.00	272.60	
<a href="#">09.22 5294</a>	Invoice <a href="#">401-096-2207</a>	09/13/2022	Monthly Fax Charges TELECOMMUNICATIONS Monthly Fax	0.00	272.18	
4843	RELIANCE STANDARD DISABILITY	09/22/2022	Regular	0.00	722.58	122325
<a href="#">INV0000242</a>	Invoice <a href="#">401-000-9001</a>	09/15/2022	Disability Insurance Payroll Liabilities Disability Insurance	0.00	722.58	
4835	RELIANCE STANDARD LIFE INSURANCE	09/22/2022	Regular	0.00	1,138.29	122326
<a href="#">INV0000251</a>	Invoice <a href="#">401-000-9001</a>	09/15/2022	Reliance Life Insurance Payroll Liabilities Reliance Life Insurance	0.00	609.00	
<a href="#">INV0000254</a>	Invoice <a href="#">401-000-9001</a>	09/15/2022	Reliance Supplemental Life Payroll Liabilities Reliance Supplemental Life	0.00	497.12	
<a href="#">INV0000255</a>	Invoice <a href="#">401-000-9001</a>	09/15/2022	Reliance Supplemental Life Payroll Liabilities Reliance Supplemental Life	0.00	32.17	



Check Report

Date Range: 09/08/2022 - 09/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4844	RELIANCE STANDARD VISION	09/22/2022	Regular	0.00	622.38	122327
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">INV0000257</a>	Invoice	09/15/2022	Reliance Vision	0.00	363.12	
	<a href="#">401-000-9001</a>		Payroll Liabilities		363.12	
<a href="#">INV0000258</a>	Invoice	09/15/2022	Reliance Vision	0.00	259.26	
	<a href="#">401-000-9001</a>		Payroll Liabilities		259.26	
215	RICH FORD SALES	09/15/2022	Regular	0.00	92.94	122231
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">38077</a>	Invoice	09/14/2022	THE WORKS PACKAGE	0.00	92.94	
	<a href="#">401-005-2201</a>		MAINTENANCE & REPAIR		92.94	
215	RICH FORD SALES	09/15/2022	Regular	0.00	736.00	122232
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">2040887</a>	Invoice	09/08/2022	TO2 Escape Window Repair PO#38203	0.00	736.00	
	<a href="#">401-030-2201</a>		MAINTENANCE & REPAIR		736.00	
215	RICH FORD SALES	09/22/2022	Regular	0.00	1,346.77	122328
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">38164</a>	Invoice	09/21/2022	WORKS PACKAGE	0.00	1,346.77	
	<a href="#">401-040-2201</a>		MAINTENANCE & REPAIR		1,110.70	
	<a href="#">401-040-2201</a>		MAINTENANCE & REPAIR		77.93	
	<a href="#">401-040-2201</a>		MAINTENANCE & REPAIR		77.93	
	<a href="#">401-040-2201</a>		MAINTENANCE & REPAIR		80.21	
4081	RIVERA, J MARTIN	09/22/2022	Regular	0.00	636.00	122329
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">INV0000285</a>	Invoice	09/21/2022	NMSA ANNUAL TRAINING CONFERENCE	0.00	636.00	
	<a href="#">401-050-2205</a>		TRAVEL - EMPLOYEES		636.00	
3462	SAMBA HOLDINGS, INC.	09/08/2022	Regular	0.00	631.42	122166
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">INV00934804</a>	Invoice	09/07/2022	JUNE/JULY 2022 CHECK FEE AND Q LICEN	0.00	631.42	
	<a href="#">401-010-2271</a>		CONTRACT-OTHER SERVI		16.01	
	<a href="#">401-010-2271</a>		CONTRACT-OTHER SERVI		241.89	
	<a href="#">401-010-2271</a>		CONTRACT-OTHER SERVI		35.73	
	<a href="#">401-010-2271</a>		CONTRACT-OTHER SERVI		8.53	
	<a href="#">401-010-2271</a>		CONTRACT-OTHER SERVI		32.50	
	<a href="#">401-010-2271</a>		CONTRACT-OTHER SERVI		261.08	
	<a href="#">401-010-2271</a>		CONTRACT-OTHER SERVI		35.68	
3462	SAMBA HOLDINGS, INC.	09/15/2022	Regular	0.00	244.70	122233
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">INV00951619</a>	Invoice	09/14/2022	08/31/22-09/30/22	0.00	244.70	
	<a href="#">413-091-2271</a>		CONTRACT - OTHER SERV		15.99	
	<a href="#">413-091-2271</a>		CONTRACT - OTHER SERV		7.00	
	<a href="#">413-091-2271</a>		CONTRACT - OTHER SERV		204.44	
	<a href="#">413-091-2271</a>		CONTRACT - OTHER SERV		4.27	
	<a href="#">413-091-2271</a>		CONTRACT - OTHER SERV		13.00	

Check Report

Date Range: 09/08/2022 - 09/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3601	SAN BAR CONSTRUCTION CORP	09/08/2022	Regular	0.00	313.62	122167
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">38037</a>	Invoice	09/07/2022	TORRANCE COUNTY BUYERS SIGN 48X96	0.00	313.62	
	<a href="#">412-053-2221</a>		PRINTING/PUBLISHING/A		295.00	
	<a href="#">412-053-2221</a>		PRINTING/PUBLISHING/A		18.62	
5279	SANTA FE COUNTY	09/15/2022	Regular	0.00	1,995.00	122234
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">TOR 7-2022</a>	Invoice	09/14/2022	INMATE HOUSING	0.00	665.00	
	<a href="#">420-070-2172</a>		CARE OF INMATES		665.00	
<a href="#">TOR8-2022</a>	Invoice	09/14/2022	INMATE HOUSING	0.00	1,330.00	
	<a href="#">420-070-2172</a>		CARE OF INMATES		1,330.00	
670	SEDILLO, TRACY	09/08/2022	Regular	0.00	128.00	122168
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">ROSWELL RETUR</a>	Invoice	09/07/2022	RETURN FROM TREASURERS CONFERENC	0.00	128.00	
	<a href="#">401-030-2205</a>		TRAVEL - EMPLOYEES		128.00	
5426	SENERGY PETROLEUM, LLC	09/08/2022	Regular	0.00	5,552.13	122169
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">830784</a>	Invoice	09/07/2022	FUEL CARDS	0.00	5,552.13	
	<a href="#">402-060-2202</a>		SUPPLIES - VEHICLE FUEL		5,552.13	
5426	SENERGY PETROLEUM, LLC	09/15/2022	Regular	0.00	3,540.89	122235
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">838414</a>	Invoice	09/14/2022	FUEL CARDS AND CREDIT	0.00	3,540.89	
	<a href="#">402-060-2202</a>		SUPPLIES - VEHICLE FUEL		3,609.10	
	<a href="#">402-060-2202</a>		SUPPLIES - VEHICLE FUEL		-68.21	
5426	SENERGY PETROLEUM, LLC	09/22/2022	Regular	0.00	9,116.02	122330
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">387735</a>	Invoice	09/21/2022	SHOP TANKS	0.00	9,116.02	
	<a href="#">402-060-2202</a>		SUPPLIES - VEHICLE FUEL		9,116.02	
5644	Souder, Miller & Associates	09/08/2022	Regular	0.00	11,324.85	122170
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">943014003</a>	Invoice	09/07/2022	SMA GENERAL CIVIL ROAD	0.00	11,324.85	
	<a href="#">402-060-2272</a>		CONTRACT - PROFESSION		2,855.30	
	<a href="#">402-060-2272</a>		CONTRACT - PROFESSION		1,265.00	
	<a href="#">402-060-2272</a>		CONTRACT - PROFESSION		6,390.00	
	<a href="#">402-060-2272</a>		CONTRACT - PROFESSION		814.55	
5644	Souder, Miller & Associates	09/22/2022	Regular	0.00	3,888.08	122331
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">INV0000293</a>	Invoice	09/22/2022	Amendment #1 (LOMR-F / G&D)	0.00	3,888.08	
	<a href="#">401-005-2272</a>		CONTRACT - PROFESSION		1,470.00	
	<a href="#">401-005-2272</a>		CONTRACT - PROFESSION		2,418.08	
5644	Souder, Miller & Associates	09/22/2022	Regular	0.00	12,296.16	122332



Check Report

Date Range: 09/08/2022 - 09/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">INV0000294</a>	Invoice	09/22/2022	Amendment #1 (LOMR-F / G&D)	0.00	11,324.85	
<a href="#">401-005-2272</a>	CONTRACT - PROFESSION	Grading & Drainage Plan	6,390.00			
<a href="#">401-005-2272</a>	CONTRACT - PROFESSION	LOMR-F	4,934.85			
<a href="#">INV0000295</a>	Invoice	09/22/2022	Amendment #1 (LOMR-F / G&D)	0.00	971.31	
<a href="#">401-005-2272</a>	CONTRACT - PROFESSION	LOMR-F	971.31			
5323	SOUTHWEST COPY SYSTEMS	09/08/2022	Regular	0.00	78.05	122171
<a href="#">490442</a>	Invoice	09/07/2022	Copy Overages	0.00	78.05	
<a href="#">401-030-2221</a>	PRINTING/PUBLISHING/A	Monthly Copy Overages	78.05			
5323	SOUTHWEST COPY SYSTEMS	09/15/2022	Regular	0.00	9.91	122236
<a href="#">495249</a>	Invoice	09/14/2022	Copy Overages	0.00	9.91	
<a href="#">401-030-2221</a>	PRINTING/PUBLISHING/A	Monthly Copy Overages	9.91			
3978	STAPLES BUSINESS ADVANTAGE	09/08/2022	Regular	0.00	18.76	122172
<a href="#">3515867303</a>	Invoice	09/08/2022	Office Supplies	0.00	18.76	
<a href="#">401-030-2219</a>	SUPPLIES - GENERAL OFFI	highlighters	18.76			
3978	STAPLES BUSINESS ADVANTAGE	09/15/2022	Regular	0.00	560.88	122237
<a href="#">3515867304</a>	Invoice	09/14/2022	ELECTROLYTE POWDER	0.00	560.88	
<a href="#">408-091-2248</a>	SUPPLIES - SAFETY	ELECTROLYTE POWDER	560.88			
3978	STAPLES BUSINESS ADVANTAGE	09/15/2022	Regular	0.00	100.12	122238
<a href="#">3516135290</a>	Invoice	09/14/2022	PAPER TOWELS	0.00	100.12	
<a href="#">405-091-2220</a>	SUPPLIES - CLEANING	PAPER TOWELS/DIST 5	21.20			
<a href="#">405-091-2220</a>	SUPPLIES - CLEANING	PAPER TOWELS	78.92			
3978	STAPLES BUSINESS ADVANTAGE	09/15/2022	Regular	0.00	425.00	122239
<a href="#">38261</a>	Invoice	09/14/2022	18 TB EXTERNAL HARD DRIVE	0.00	425.00	
<a href="#">401-007-2219</a>	SUPPLIES - GENERAL OFFI	18 TB EXTERNAL HARD DRIVE	425.00			
3915	STERICYCLE, INC.	09/15/2022	Regular	0.00	87.32	122240
<a href="#">3006146451</a>	Invoice	09/14/2022	STERISAFE SELECT MONTHLY SERVICE	0.00	87.32	
<a href="#">411-092-2248</a>	SUPPLIES - SAFETY	STERISAFE SELECT MONTHLY SE	87.32			
5539	SUMMITT FIRE & SECURITY LLC	09/22/2022	Regular	0.00	194.75	122333
<a href="#">588002895</a>	Invoice	09/21/2022	QUARTERLY MONITORING ADMIN BLDG	0.00	194.75	
<a href="#">401-015-2203</a>	MAINTENANCE & REPAIR	07/01/2022-09/30/2022	180.00			
<a href="#">401-015-2203</a>	MAINTENANCE & REPAIR	TAX	14.75			
5539	SUMMITT FIRE & SECURITY LLC	09/22/2022	Regular	0.00	112.09	122334

Check Report

Date Range: 09/08/2022 - 09/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">588002877</a>	Invoice	09/21/2022	QUARTERLY MONITORING FOR VOTING ST	0.00	112.09	
<a href="#">612-020-2308</a>			VOTING MACHINE STORA		105.00	
<a href="#">612-020-2308</a>			VOTING MACHINE STORA		7.09	
5189	SUNRISE BANK	09/14/2022	EFT	0.00	1,204.75	8
<a href="#">Payable #</a>	<a href="#">Payable Type</a>	<a href="#">Post Date</a>	<a href="#">Payable Description</a>	<a href="#">Discount Amount</a>	<a href="#">Payable Amount</a>	
<a href="#">Account Number</a>	<a href="#">Account Name</a>	<a href="#">Item Description</a>	<a href="#">Distribution Amount</a>			
<a href="#">INV0000253</a>	Invoice	09/15/2022	Sunrise Loan	0.00	1,204.75	
<a href="#">401-000-9001</a>			Payroll Liabilities		1,204.75	
2856	SUPER 8 MOTEL	09/08/2022	Regular	0.00	1,064.09	122173
<a href="#">Payable #</a>	<a href="#">Payable Type</a>	<a href="#">Post Date</a>	<a href="#">Payable Description</a>	<a href="#">Discount Amount</a>	<a href="#">Payable Amount</a>	
<a href="#">Account Number</a>	<a href="#">Account Name</a>	<a href="#">Item Description</a>	<a href="#">Distribution Amount</a>			
<a href="#">38105</a>	Invoice	09/07/2022	952-738893/952-738893/686-649984/20	0.00	1,064.09	
<a href="#">692-049-2283</a>			VICTIM'S SUPPORT		420.60	
<a href="#">692-049-2283</a>			VICTIM'S SUPPORT		80.00	
<a href="#">692-049-2283</a>			VICTIM'S SUPPORT		322.23	
<a href="#">692-049-2283</a>			VICTIM'S SUPPORT		241.26	
2781	SUPERIOR AMBULANCE	09/15/2022	Regular	0.00	1,322.37	122241
<a href="#">Payable #</a>	<a href="#">Payable Type</a>	<a href="#">Post Date</a>	<a href="#">Payable Description</a>	<a href="#">Discount Amount</a>	<a href="#">Payable Amount</a>	
<a href="#">Account Number</a>	<a href="#">Account Name</a>	<a href="#">Item Description</a>	<a href="#">Distribution Amount</a>			
<a href="#">T22-06-0563A</a>	Invoice	09/14/2022	INMATE MEDICAL PAIZ	0.00	1,322.37	
<a href="#">414-019-2293</a>			INDIGENT MEDICAL CLAI		1,322.37	
2781	SUPERIOR AMBULANCE	09/15/2022	Regular	0.00	1,320.82	122242
<a href="#">Payable #</a>	<a href="#">Payable Type</a>	<a href="#">Post Date</a>	<a href="#">Payable Description</a>	<a href="#">Discount Amount</a>	<a href="#">Payable Amount</a>	
<a href="#">Account Number</a>	<a href="#">Account Name</a>	<a href="#">Item Description</a>	<a href="#">Distribution Amount</a>			
<a href="#">T22-07-1599A</a>	Invoice	09/14/2022	INMATE MEDICAL SAENZ	0.00	1,320.82	
<a href="#">414-019-2293</a>			INDIGENT MEDICAL CLAI		1,320.82	
5085	TC AND F, LLC	09/15/2022	Regular	0.00	632.50	122243
<a href="#">Payable #</a>	<a href="#">Payable Type</a>	<a href="#">Post Date</a>	<a href="#">Payable Description</a>	<a href="#">Discount Amount</a>	<a href="#">Payable Amount</a>	
<a href="#">Account Number</a>	<a href="#">Account Name</a>	<a href="#">Item Description</a>	<a href="#">Distribution Amount</a>			
<a href="#">2932</a>	Invoice	09/14/2022	ROUND UP POWER MAX 10 GALS	0.00	632.50	
<a href="#">401-015-2238</a>			MAINTENANCE & REPAIR		90.39	
<a href="#">401-016-2238</a>			MAINTENANCE & REPAIR		90.39	
<a href="#">401-023-2238</a>			MAINTENANCE & REPAIR		90.35	
<a href="#">401-024-2238</a>			MAINTENANCE & REPAIR		90.35	
<a href="#">401-027-2238</a>			MAINTENANCE & REPAIR		90.35	
<a href="#">401-036-2238</a>			MAINTENANCE & REPAIR		90.35	
<a href="#">401-037-2238</a>			MAINTENANCE & REPAIR		90.32	
3828	THE SIDWELL COMPANY	09/22/2022	Regular	0.00	1,253.73	122335
<a href="#">Payable #</a>	<a href="#">Payable Type</a>	<a href="#">Post Date</a>	<a href="#">Payable Description</a>	<a href="#">Discount Amount</a>	<a href="#">Payable Amount</a>	
<a href="#">Account Number</a>	<a href="#">Account Name</a>	<a href="#">Item Description</a>	<a href="#">Distribution Amount</a>			
<a href="#">INV0000284</a>	Invoice	09/21/2022	Parcel Builder Plus Suite 11-13-2000 to 3-	0.00	1,253.73	
<a href="#">401-007-2203</a>			MAINTENANCE & REPAIR		1,253.73	
3476	THERMO FLUIDS INC.	09/15/2022	Regular	0.00	100.23	122244
<a href="#">Payable #</a>	<a href="#">Payable Type</a>	<a href="#">Post Date</a>	<a href="#">Payable Description</a>	<a href="#">Discount Amount</a>	<a href="#">Payable Amount</a>	
<a href="#">Account Number</a>	<a href="#">Account Name</a>	<a href="#">Item Description</a>	<a href="#">Distribution Amount</a>			
<a href="#">38079</a>	Invoice	09/14/2022	WASTE OIL REMOVAL	0.00	100.23	
<a href="#">402-060-2201</a>			MAINTENANCE & REPAIR		100.23	



Check Report

Date Range: 09/08/2022 - 09/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1335	TORRANCE COUNTY	09/15/2022	Regular	0.00	72.98	122245
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">INV0000256</a>	Invoice	09/15/2022	Torrance County Property Tax	0.00	72.98	
	<a href="#">401-000-9001</a>		Payroll Liabilities		72.98	
5605	TRANSWORLD NETWORK CORP.	09/15/2022	Regular	0.00	264.50	122246
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">15382315-0307</a>	Invoice	09/14/2022	INTERNET DIST 6	0.00	264.50	
	<a href="#">418-091-2207</a>		TELECOMMUNICATIONS		264.50	
			INTERNET DIST 6/JULY AUG SEP			
1314	TRIADIC INC.	09/22/2022	Regular	0.00	4,589.38	122336
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">1425/7.22</a>	Invoice	09/21/2022	CONTRACT SERVICES	0.00	4,589.38	
	<a href="#">401-030-2203</a>		MAINTENANCE & REPAIR		162.38	
	<a href="#">401-096-2213</a>		CONTRACT - IT SERVICES		4,264.62	
	<a href="#">612-020-2203</a>		MAINTENANCE & REPAIR		162.38	
5193	UNIVERSAL BACKGROUND SCREENING	09/22/2022	Regular	0.00	400.84	122337
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">202208013415</a>	Invoice	09/21/2022	DRUG TESTING CRIMINAL SEARCHES	0.00	400.84	
	<a href="#">401-014-2271</a>		CONTRACT-OTHER SERVI		337.81	
	<a href="#">401-014-2271</a>		CONTRACT-OTHER SERVI		25.00	
	<a href="#">411-092-2271</a>		CONTRACT - OTHER SERV		38.03	
5339	US BANK CORPORATE PAYMENT SYSTEM	09/08/2022	Regular	0.00	26,452.10	122174
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">AUGUST FUEL 20</a>	Invoice	09/07/2022	FUEL CARDS 07/15/22-08/15/22	0.00	26,452.10	
	<a href="#">401-008-2202</a>		SUPPLIES - VEHICLE FUEL		398.10	
	<a href="#">401-010-2202</a>		SUPPLIES - VEHICLE FUEL		50.77	
	<a href="#">401-020-2202</a>		SUPPLIES-VEHICLE FUEL		72.52	
	<a href="#">401-030-2202</a>		SUPPLIES - VEHICLE FUEL		196.10	
	<a href="#">401-040-2202</a>		SUPPLIES - VEHICLE FUEL		158.46	
	<a href="#">401-050-2202</a>		SUPPLIES - VEHICLE FUEL		15,079.02	
	<a href="#">401-065-2202</a>		SUPPLIES - VEHICLE FUEL		1,424.35	
	<a href="#">401-082-2202</a>		SUPPLIES - VEHICLE FUEL		613.25	
	<a href="#">405-091-2202</a>		SUPPLIES - VEHICLE FUEL		503.97	
	<a href="#">406-091-2202</a>		SUPPLIES - VEHICLE FUEL		411.24	
	<a href="#">407-091-2202</a>		SUPPLIES - VEHICLE FUEL		107.74	
	<a href="#">408-091-2202</a>		SUPPLIES - VEHICLE FUEL		429.89	
	<a href="#">409-091-2202</a>		SUPPLIES - VEHICLE FUEL		280.00	
	<a href="#">413-091-2202</a>		SUPPLIES - VEHICLE FUEL		6,143.85	
	<a href="#">418-091-2202</a>		SUPPLIES - VEHICLE FUEL		99.36	
	<a href="#">420-073-2202</a>		SUPPLIES - VEHICLE FUEL		106.81	
	<a href="#">604-083-2202</a>		SUPPLIES - VEHICLE FUEL		222.06	
	<a href="#">605-013-2202</a>		SUPPLIES - VEHICLE FUEL		70.33	
	<a href="#">911-080-2202</a>		SUPPLIES - VEHICLE FUEL		84.28	
5389	VIA HOMES & DEVELOPMENT LLC	09/08/2022	Regular	0.00	3,498.78	122176
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">32</a>	Invoice	09/07/2022	JCC AND GC	0.00	3,498.78	
	<a href="#">635-009-2272</a>		CONTRACT - PROFESSION		264.78	
	<a href="#">635-067-2272</a>		CONTRACT - PROFESSION		3,234.00	

Check Report

Date Range: 09/08/2022 - 09/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5439	VILLAFUERTE, NAOMI	09/22/2022	Regular	0.00	91.00	122338
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">INV0000278</a>	Invoice	09/21/2022	County Primary Election Audit	0.00	91.00	
	<a href="#">401-021-2226</a>		ELECTION COSTS		91.00	
5380	VOYA HOLDINGS, INC.	09/15/2022	Bank Draft	0.00	625.55	DFT0000130
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">INV0000259</a>	Invoice	09/15/2022	Voya	0.00	625.55	
	<a href="#">401-000-9001</a>		Payroll Liabilities		625.55	
1	WAGNER EQUIPMENT CO.	09/15/2022	Regular	0.00	875.18	122247
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">S10W0904803</a>	Invoice	09/14/2022	REPAIR G4	0.00	875.18	
	<a href="#">402-060-2244</a>		MAINTENANCE & REPAIR		875.18	
4875	WARE, SIDNEY K	09/08/2022	Regular	0.00	1,071.06	122177
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">178</a>	Invoice	09/07/2022	6 SESSIONS BOYS COUNCIL AUGUST 2022	0.00	1,071.06	
	<a href="#">635-009-2272</a>		CONTRACT - PROFESSION		81.06	
	<a href="#">635-067-2272</a>		CONTRACT - PROFESSION		990.00	
2787	WASHINGTON NATIONAL INSURANCE CO	09/22/2022	Regular	0.00	39.98	122339
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">INV0000260</a>	Invoice	09/15/2022	Washington National Life	0.00	39.98	
	<a href="#">401-000-9001</a>		Payroll Liabilities		39.98	
2858	WASTE MANAGEMENT OF NM INC.	09/15/2022	Regular	0.00	2,859.52	122248
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">0296457-0573-1</a>	Invoice	09/13/2022	FY23- Dumpster charges	0.00	645.95	
	<a href="#">408-091-2210</a>		UTILITIES - WATER		645.95	
<a href="#">0296847-0573-3</a>	Invoice	09/13/2022	FY23- Dumpster charges	0.00	220.63	
	<a href="#">401-082-2210</a>		UTILITIES - WATER		220.63	
<a href="#">0297205-0573-3</a>	Invoice	09/13/2022	FY23- Dumpster charges	0.00	563.18	
	<a href="#">405-091-2210</a>		UTILITIES - WATER		563.18	
<a href="#">INV0000236</a>	Invoice	09/13/2022	FY23- Dumpster charges	0.00	1,429.76	
	<a href="#">401-082-2210</a>		UTILITIES - WATER		220.63	
	<a href="#">405-091-2210</a>		UTILITIES - WATER		563.18	
	<a href="#">408-091-2210</a>		UTILITIES - WATER		645.95	
5681	Wayne Jones	09/12/2022	Regular	0.00	192.00	122179
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">38227</a>	Invoice	08/23/2022	MEALS FOR JUDGES AND SUPERINTENDA	0.00	192.00	
	<a href="#">412-053-2271</a>		CONTRACT - OTHER SERV		192.00	
3498	WESTERN TRAILS VETERINARY INC.	09/15/2022	Regular	0.00	1,000.00	122249
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">187371</a>	Invoice	09/14/2022	DOG AND CAT STERILIZATIONS	0.00	1,000.00	
	<a href="#">401-082-2272</a>		CONTRACT - PROFESSION		1,000.00	



Check Report

Date Range: 09/08/2022 - 09/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
810	WILLARD, VILLAGE OF	09/15/2022	Regular	0.00	56.18	122250
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<a href="#">08.22</a>	Invoice	09/14/2022	Monthly Water Billing	0.00	56.18	
	<a href="#">418-091-2210</a>		UTILITIES - WATER		56.18	
Account Number	Account Name	Item Description	Distribution Amount			
		Monthly Water Billing				
		Monthly Water Billing				
1641	ZIA GRAPHICS INC.	09/15/2022	Regular	0.00	4,104.00	122251
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<a href="#">38304</a>	Invoice	09/14/2022	SHIRTS AND HOODIES	0.00	4,104.00	
	<a href="#">405-091-2236</a>		SUPPLIES - UNIFORMS		586.29	
	<a href="#">406-091-2236</a>		SUPPLIES - UNIFORMS		586.28	
	<a href="#">407-091-2236</a>		SUPPLIES - UNIFORMS		586.28	
	<a href="#">408-091-2236</a>		SUPPLIES - UNIFORMS		586.29	
	<a href="#">409-091-2236</a>		SUPPLIES - UNIFORMS		586.29	
	<a href="#">411-092-2236</a>		SUPPLIES - UNIFORMS		586.28	
	<a href="#">418-091-2236</a>		SUPPLIES - UNIFORMS		586.29	

Bank Code Main Checking Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	295	202	0.00	389,368.94
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	-2,313.77
Bank Drafts	7	7	0.00	90,243.53
EFT's	2	2	0.00	2,313.80
	<b>304</b>	<b>217</b>	<b>0.00</b>	<b>479,612.50</b>

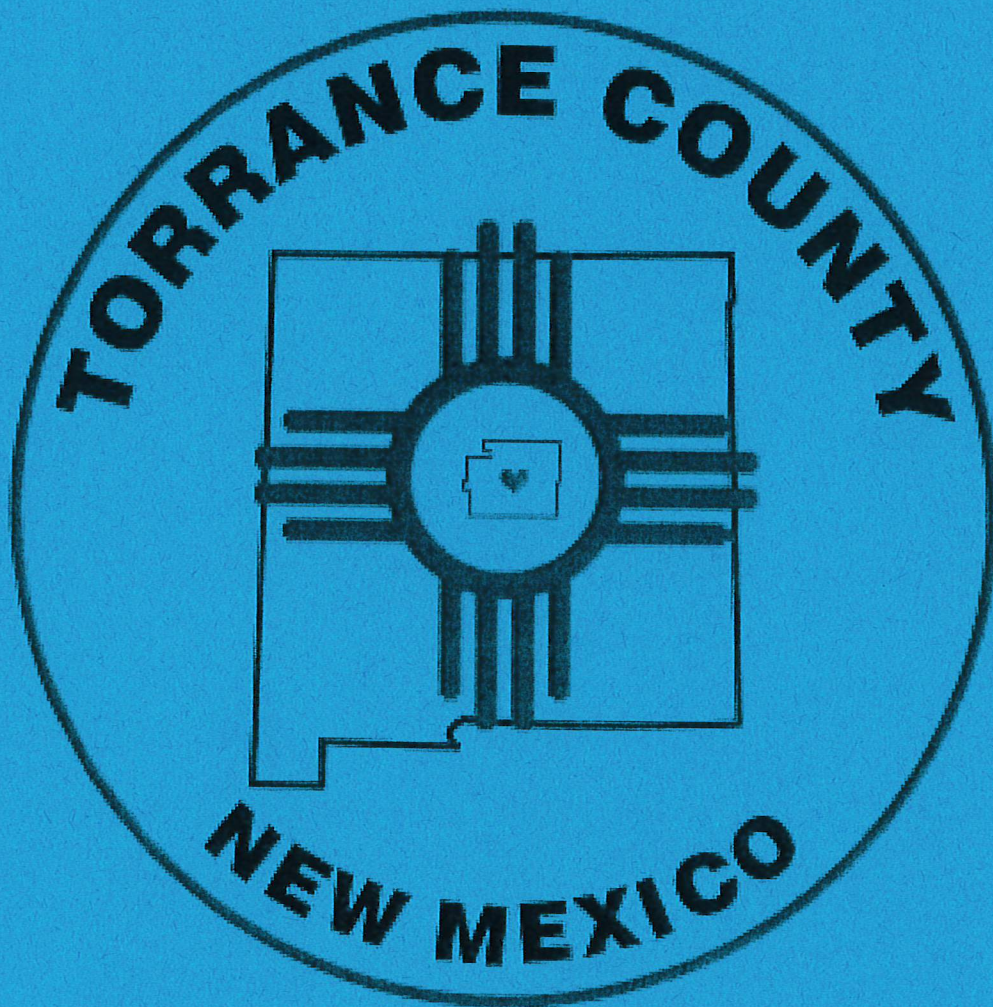
### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	295	202	0.00	389,368.94
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	-2,313.77
Bank Drafts	7	7	0.00	90,243.53
EFT's	2	2	0.00	2,313.80
	<b>304</b>	<b>217</b>	<b>0.00</b>	<b>479,612.50</b>

### Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	9/2022	479,612.50
			<b>479,612.50</b>





*Agenda Item*  
*No. 10-A*



**TORRANCE COUNTY, NEW MEXICO  
[BOARD OF COUNTY COMMISSIONERS]  
ORDINANCE NO. [\_\_\_\_-\_\_]**

AUTHORIZING THE ISSUANCE AND SALE OF TORRANCE COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (EL CORAZON WIND LLC PROJECT), SERIES 2022A AND TORRANCE COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (MESA CANYONS WIND LLC PROJECT), SERIES 2022A, IN A COMBINED AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$3,500,000,000 (COLLECTIVELY, THE “BONDS”) TO PROVIDE FUNDS TO FINANCE THE ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF WIND ENERGY FACILITIES TO BE CONSTRUCTED IN ONE OR MORE PHASES FOR THE PURPOSE OF GENERATING ELECTRICITY AND LOCATED WITHIN THE COUNTY BUT OUTSIDE THE BOUNDARIES OF ANY INCORPORATED MUNICIPALITY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE, A LEASE AGREEMENT, A BOND PURCHASE AGREEMENT, A SUBLEASE AGREEMENT, THE BONDS, AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF EACH SERIES OF THE BONDS; MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO THE BONDS; RATIFYING CERTAIN ACTIONS TAKEN PREVIOUSLY; AND REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE.

WHEREAS, Torrance County (the “County”) of the State of New Mexico (the “State”) is a legally and regularly created, established, organized and existing political subdivision of the State; and

WHEREAS, pursuant to the New Mexico County Industrial Revenue Bond Act, NMSA, 1978, Sections 4-59-1 to -16, (1975, as amended through 2021) (the “Act”), the Board of County



Commissioners (the “Board”) of the County is authorized to issue industrial revenue bonds to acquire industrial revenue projects to be located within the County, but outside the boundaries of any incorporated municipality, and to use the proceeds of such bonds for the purpose of promoting industry and trade by inducing manufacturing, industrial, and commercial enterprises to locate or expand in the State, promoting the use of the natural resources of the State and promoting a sound and proper balance in the State between agriculture, commerce, and industry; and

WHEREAS, the County desires to promote industry and develop trade or other economic activity to secure and maintain a balanced and stable economy in the County and to promote public health, welfare, safety, convenience and prosperity; and

WHEREAS, El Corazon Wind LLC, a Delaware limited liability company, and Mesa Canyons Wind LLC, a Delaware limited liability company (together with their successors and assigns as permitted by the Bond Documents (defined below), the “Company”) presented to the Board a proposal (the “Proposal”) whereby the County would (a) issue its Taxable Industrial Revenue Bonds (El Corazon Wind LLC Project), Series 2022A (the “El Corazon Bonds”) and its Taxable Industrial Revenue Bonds (Mesa Canyons Wind LLC Project), Series 2022A (the “Mesa Canyons Bonds”), in a combined aggregate principal amount not to exceed \$3,500,000,000, with such El Corazon Bonds and Mesa Canyons Bonds, subject to the terms hereof, being designated and referred to collectively in this Bond Ordinance, as the “Series 2022A Bonds”; and (b) acquire, construct, equip, and install industrial revenue projects to be developed in one or more phases (collectively, the “Project”), including, without limitation, certain real property rights, title, easements, rights of way, and leasehold interests, wind generation equipment consisting of turbines, blades, nacelles, rotors, supporting structures and related improvements, electrical lines and related assets, and all capital equipment and other tangible personal property, to be located

within the County, but outside the boundaries of any incorporated municipality, and to be used by the Company for the generation, transportation and delivery of electricity (collectively, the “Project Property”); and

WHEREAS, under the Proposal, the County would enter into an Indenture for the Series 2022A Bonds (collectively, the “Indenture”), with each Company, one or more affiliates of such Company, as purchaser of the Series 2022A Bonds (each, a “Purchaser”), and one or more financial institutions organized as a national bank under the laws of the United States, as depository (the “Depository”) pursuant to which, together with this ordinance (this “Bond Ordinance”), the County would issue the Series 2022A Bonds; and

WHEREAS, under the Proposal, the County would enter into one or more subleases with each Company or their affiliates for the Series 2022A Bonds (collectively, the “Sublease Agreement”), whereby each Company or their affiliates would lease or sublease to the County the site for each Project (collectively, the “Project Site”), and each Company would enter into a lease with the County for the Series 2022A Bonds (collectively, the “Lease Agreement”) pursuant to which each Company would lease or sublease from the County its respective portion of the Project Property including its respective portion of the Project Site, and each Company would make payments sufficient to pay the principal of and interest on the El Corazon Bonds or the Mesa Canyons Bonds, as appropriate, and to pay all other obligations incurred pursuant to the provisions of the Lease Agreement, the Sublease Agreement, the Indenture and this Bond Ordinance; and

WHEREAS, pursuant to Resolution 2021-37, adopted on October 13, 2021 (the “Inducement Resolution”), the Board has previously expressed its intent to proceed with the issuance of the Series 2022A Bonds; and



WHEREAS, the County is authorized to enter into, deliver and perform all of its obligations under the Bond Documents (defined below) and to issue, execute and deliver the Series 2022A Bonds pursuant to the Act and this Bond Ordinance; and

WHEREAS, the Series 2022A Bonds in a combined aggregate principal amount up to \$3,500,000,000 will be issued, sold and delivered by the County, in a private sale to each Purchaser under the applicable Indenture, pursuant to a bond purchase agreement for the El Corazon Bonds or the Mesa Canyons Bonds (collectively, the “Bond Purchase Agreement”) to be entered into among the County, each Purchaser and each Company; and

WHEREAS, the proceeds of the Series 2022A Bonds will be applied to pay the costs of each Project in whole or in part, including, but not limited to, the reimbursement of any costs incurred by each Company and payment of transaction expenses associated with the respective transaction; and

WHEREAS, the Board has determined that it is in the best interest of the County to issue the Series 2022A Bonds and to execute and deliver the Bond Documents (defined below), and other documents related thereto; and

WHEREAS, in connection with the issuance of the Series 2022A Bonds, there have been filed with the County Clerk and presented to the Board the forms of documents for each of the El Corazon Bonds and Mesa Canyons Bonds listed below, which the County will execute in connection with the issuance of the Series 2022A Bonds:

1. the Lease Agreement;
2. the Indenture (with the form of the Series 2022A Bonds attached);
3. the Sublease Agreement; and
4. the Bond Purchase Agreement.

The Indenture, the Lease Agreement, the Bond Purchase Agreement and the Sublease Agreement are herein collectively referred to as the “Bond Documents”; and

WHEREAS, the County is authorized to issue the Series 2022A Bonds under the Act and after having considered the Proposal, the Board has concluded that it is desirable at this time to authorize the issuance of the Series 2022A Bonds to finance each Project and that the County’s issuance of the Series 2022A Bonds will constitute and be a valid public purpose; and

WHEREAS, the Board has been advised that the disclosure provisions of Rule 15c-2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 are not applicable to these transactions inasmuch as the Series 2022A Bonds are being sold in private sales without participation of an underwriter; and

WHEREAS, pursuant to Resolution 2021-51, adopted December 8, 2021, there has been published in *The Independent*, a newspaper of general circulation within the County, public notice of the Board’s intention to adopt this Bond Ordinance, which notice contained certain information concerning the ownership, purpose, location and size of each Project and the amount of the Series 2022A Bonds to be issued to finance each Project, which notice was published at least fourteen (14) days prior to final action upon this Bond Ordinance; and

WHEREAS, the County has given notice to the County Assessor and any entity located in the County authorized to levy taxes on property in the County of its intent to consider this Bond Ordinance authorizing the issuance of the Series 2022A Bonds at least thirty (30) days prior to the date hereof and at which this Bond Ordinance is to be considered for adoption by the Board; and

WHEREAS, pursuant to NMSA 1978, § 4-59-4(A)(2) (2021), each Company will make annual in-lieu tax payments (“PILT Payments”) for its respective Project based on the nameplate installed generating capacity of such Project to the Corona Public School District, the Estancia



Municipal School District, the Moriarty Municipal School District, the Mountainair Public School District, and the Vaughn Municipal School District (collectively, the “Districts”) and the County, as provided in this Bond Ordinance or in the transaction documents approved by this Bond Ordinance for the period that the County owns and leases the Project Property to each respective Company.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TORRANCE COUNTY, NEW MEXICO:

Section 1. RATIFICATION. All actions not inconsistent with the provisions of this Bond Ordinance previously taken by the Board and the officials of the County directed toward approval of the issuance and sale of the Series 2022A Bonds be approved and the same hereby are ratified, approved and confirmed. All capitalized terms in this Bond Ordinance shall have the meanings set forth in each respective Indenture, which have been filed with the County Clerk, unless otherwise defined herein.

Section 2. FINDINGS.

A. General. The Board hereby declares that it has considered relevant information presented to it relating to the Series 2022A Bonds and each Project and hereby finds and determines that the issuance of the Series 2022A Bonds pursuant to this Bond Ordinance on behalf of each Company to provide funds for each Project is necessary and advisable and in the interest of, and will promote the use of the natural resources of, the State and promote industry and trade and a sound and proper balance in the State between agriculture, commerce, and industry.

B. The Board finds that:

(1) The Series 2022A Bonds will be issued for the purpose of financing each Project;

(2) The face amount of the Series 2022A Bonds to be issued with respect to financing both Projects is a combined aggregate principal amount not to exceed \$3,500,000,000;

(3) The developer of each Project is the Company associated with that Project, and the operator of each Project will be the Company associated with that Project;

(4) The Project Property will be located within Torrance County, but outside the boundaries of any incorporated municipality.

Section 3. SERIES 2022A BONDS - APPROVAL, AUTHORIZATION AND DETAIL.

A. Approval and Sale.

The issuance of the Series 2022A Bonds in a combined aggregate principal amount not to exceed \$3,500,000,000 and the use of the proceeds of the Series 2022A Bonds to finance the cost of the Projects, in whole or in part, including, but not limited to, the reimbursement of any costs incurred by the respective Company and payment of transaction expenses related thereto are hereby approved and confirmed. The sale of the Series 2022A Bonds at par in a combined aggregate principal amount not to exceed \$3,500,000,000 is approved. The Series 2022A Bonds shall be designated as set forth in the recitals of this Bond Ordinance, provided that the County may designate a different bond title, including, but not limited to, the series designation.

B. Form and Terms.

Subject to the limitations set forth in this Bond Ordinance, the Series 2022A Bonds shall (i) be in the form and denomination and shall be numbered and dated as set forth in the respective 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 respective Indenture; and (iii) be issued in a combined principal amount of up to \$3,500,000,000, bearing interest at the rate and maturing on the date or dates set forth in the respective Indenture.

C. Execution. The Series 2022A Bonds shall be executed on behalf of the County with the manual or facsimile signature of the Board Chair or Board Vice-Chair and shall be attested by the manual or facsimile signature of the County Clerk or a Deputy County Clerk and shall have impressed or imprinted thereon the official seal of the County. If any of the officers who shall have signed or sealed any of said Series 2022A Bonds shall cease to be such officer of the County before the Series 2022A Bonds so signed and sealed shall have been actually authenticated and delivered by the County, such Series 2022A Bonds nevertheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who signed or sealed such Series 2022A Bonds had not ceased to be such officer or officers of the County; and also any such Series 2022A Bonds may be signed and sealed on behalf of the County by those persons who, on the actual date of the execution of such Series 2022A Bonds, shall be the proper officers of the County, although at the nominal date of such Series 2022A Bonds any such person shall not have been such officer of the County.

D. Interest Rate. The interest rate on the Series 2022A Bonds shall not exceed six percent (6%) per annum.

Section 4. AUTHORIZATION OF OFFICERS; APPROVAL OF DOCUMENTS; ACTIONS TO BE TAKEN. The form, terms and provisions of the Bond Documents and the Series 2022A Bonds in the form on deposit in the office of the County Clerk are in all respects approved, authorized and confirmed.

The Board Chair, the Board Vice-Chair or the County Manager are each individually authorized to approve revisions to the form, terms and provisions of the Bond Documents on

behalf of the Board, provided that such revisions to the form, terms and provisions are consistent with this Bond Ordinance and provided that all such changes, insertions, deletions, modifications and other revisions shall be deemed approved by the Board upon execution and delivery of the Bond Documents, such execution and delivery to be conclusive evidence of such approval, and the Board Chair, the Board Vice-Chair or County Manager are each individually authorized to execute and deliver in the name and on behalf of the County, and the County Clerk and Deputy County Clerk are hereby authorized to attest, as appropriate, the Bond Documents and the Series 2022A Bonds.

The Board Chair, the Board Vice-Chair or County Manager are each individually authorized and the County Clerk and Deputy County Clerk are further authorized to execute, authenticate and deliver such certifications, instruments, documents, letters and other agreements, including, without limitation, leases, subleases, security agreements, subordination agreements, consents, approvals, assignments, amendments, bills of sale, deeds, and instruments as requested from time to time by either Company, or by any lender or lenders or tax equity participants providing financing for either Project, either prior to or after the date of delivery of the Series 2022A Bonds, and to do such other acts and things as are necessary or appropriate to consummate the transactions contemplated by the Bond Documents and are consistent with the terms of this Bond Ordinance.

The Board Chair, the Board Vice-Chair or County Manager shall take such action as is necessary to effectuate the provisions of each Indenture and each Lease Agreement and shall take such action as is necessary in conformity with the Act to finance the costs of each Project and for carrying out other transactions as contemplated by this Bond 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 Series 2022A Bonds, and



documents for the sale, assignment, transfer or other conveyance from time to time of each Project and the Project Property, the assumption of obligations of each Company under the respective Lease Agreement, as provided under the terms of each respective Lease Agreement..

Section 5. FINDINGS REGARDING PAYMENT OF PRINCIPAL AND OTHER MATTERS. The following determinations and findings are made:

A. The Series 2022A Bonds will be outstanding for a maximum of thirty (30) years from the issuance of such bonds. No principal will be due for the 1<sup>st</sup> year to and including the 29<sup>th</sup> year that the Series 2022A Bonds are outstanding. Assuming issuance of the Series 2022A Bonds on December 1, 2022 in the maximum principal amount of \$3,500,000,000 bearing an annual interest rate of six percent (6%), interest payments will be due in the total amount of \$210,000,000 in each of the years 2023 through 2051 and the full principal plus interest thereon shall be due at maturity on December 1, 2052 in the combined amount of \$3,710,000,000.

B. The Series 2022A Bonds may be redeemed at any time without premium.

C. 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 any of the Project Property.

D. Each Lease Agreement requires that each Company (or its respective successors, assigns or affiliates) maintain its respective portion of the Project Property in good repair and condition and carry proper insurance with respect to such Project Property as provided in the respective Lease Agreement.

E. Each Lease Agreement requires each Company (or its respective successors, assigns or affiliates) to make lease payments in an amount sufficient to pay the principal of, redemption premium, if any, and interest on its respective series of the Series 2022A Bonds as principal and interest become due and to pay all related costs.

Section 6. LIMITED OBLIGATIONS. The Series 2022A Bonds shall be special limited obligations of the County, payable solely from the Basic Rent (as defined in the respective Lease Agreement) paid by each Company to the County as described in the respective Indenture and any other property or interest of the County specifically pledged under each Indenture or other security documents, 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 this Bond Ordinance or in the Bond Documents or the Series 2022A Bonds 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 Series 2022A Bonds, all as provided in the Bond Documents and the Series 2022A Bonds), 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 this Bond Ordinance, the Bond Documents, the Series 2022A 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 Series 2022A Bonds, all as provided in the Bond Documents and the Series 2022A Bonds), nor as incurring a pecuniary liability or a charge upon the general credit of the County or against its taxing power, except as provided by law, 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 7. APPOINTMENT AND RATIFICATION OF AGENCY. Each Company is designated and hereby appointed to act as agent for the County with respect to its respective



Project and in the acquisition of its respective portion of the Project Property or any component thereof. The County authorizes each Company to act as agent for the County for the purchase of wind generation equipment used to generate electricity from wind energy and related equipment as defined in NMSA 1978, Section 7-9-54.3 (2010) with respect to its respective Project. Each Company will also request and obtain Type 9 Nontaxable Transaction Certificates (“Certificates”) from the New Mexico Taxation and Revenue Department, and the County will cooperate with each Company to so obtain such Certificates and will allow each Company to use the Certificates that have been properly executed for its acquisition of tangible personal property relating to its respective Project and the respective Project Property or any component thereof under and consistent with the New Mexico Gross Receipts and Compensating Tax Act, NMSA 1978, Sections 7-9-1 to -116 (1966, as amended through 2022). Neither Company shall use the Certificates other than for the purchase of equipment and other tangible property as permitted by law, nor shall either Company use such Certificates after the completion of its respective Project. All actions taken by either Company since October 13, 2021, the date of the Inducement Resolution, that are not inconsistent with this Section 7, are hereby ratified and confirmed.

Section 8. NO RECOURSE AND LIABILITY. No covenant, stipulation, obligation or agreement herein contained or contained in any document hereby approved and authorized for execution shall be deemed to be a covenant, stipulation, obligation or agreement of any official, officer, Board member or employee of the County in his/her individual capacity, and neither the members of the Board nor any officials executing the Series 2022A Bonds shall be liable personally on the Series 2022A Bonds or be subject to personal liability or accountability by reason of the issuance thereof.

Section 9. APPROVAL OF INDEMNIFICATION. The Board specifically requires that each Lease Agreement contain provisions relating to indemnification which provide that the

respective Company will indemnify and hold harmless the County and its Board members, officials, employees and agents from and against liability to that Company and to any third parties that may be asserted against the County or its Board members, officials, officers, employees or agents with respect to the County's legal ownership or leasehold interest in the applicable Project and applicable Project Property or the issuance of the Series 2022A Bonds, except to the extent NMSA 1978, Sections 56-7-1 (2005) and 56-7-2 (2003) apply, 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 members, officials, employees or agents of the County

Section 10. BOND ORDINANCE IRREPEALABLE. After the Series 2022A Bonds of any series are issued, this Bond Ordinance shall be and remain irrevocable until all the Series 2022A Bonds, including interest, are fully paid, canceled and discharged or there has been defeasance of such Series 2022A 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 this 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 this Bond Ordinance.

Section 13. RECORDING; AUTHENTICATION; PUBLICATION; EFFECTIVE DATE. This Bond Ordinance, immediately upon its final passage and approval, shall be authenticated by the signature of the Board Chair or Board Vice-Chair and attested by the signature of the County Clerk or a 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 30 days after such recordation in the book of Ordinances. Notice of adoption of this Bond Ordinance shall be published once in *The Independent*, a newspaper of general circulation within the County, which publication shall be by title and contain a general summary of the subject matter thereof in substantially the following form:

(Form of Summary of Bond Ordinance for Publication)

**TORRANCE COUNTY, NEW MEXICO**

**Notice of Adoption of Ordinance**

NOTICE is hereby given of the title and a general summary of the subject matter contained in Ordinance No. [\_\_\_\_-\_\_], duly adopted and approved by the Board of County Commissioners (the “Board”) of Torrance County, New Mexico (the “County”) on [September 28], 2022 (the “Bond Ordinance”), relating to the authorization and issuance by the County of its: (a) Torrance County, New Mexico Taxable Industrial Revenue Bonds (El Corazon Wind LLC Project), Series 2022A; and (b) Torrance County New Mexico Taxable Industrial Revenue Bonds (Mesa Canyons Wind LLC Project), Series 2022A (collectively, the “Series 2022A Bonds”). Complete copies of the Bond Ordinance are available upon request and payment of a reasonable fee during normal and regular business hours of the County Clerk at 205 205 S. Ninth Street, Estancia, New Mexico 87016.

The title of the Bond Ordinance is:

**TORRANCE COUNTY, NEW MEXICO  
[BOARD OF COUNTY COMMISSIONERS]  
ORDINANCE NO. [\_\_\_\_-\_\_]**

AUTHORIZING THE ISSUANCE AND SALE OF TORRANCE COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (EL CORAZON WIND LLC PROJECT), SERIES 2022A AND TORRANCE COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (MESA CANYONS WIND LLC PROJECT), SERIES 2022A, IN A COMBINED AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$3,500,000,000 (COLLECTIVELY, THE “BONDS”) TO PROVIDE FUNDS TO FINANCE THE ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF WIND ENERGY FACILITIES TO BE CONSTRUCTED IN ONE OR MORE PHASES FOR THE PURPOSE OF GENERATING ELECTRICITY AND LOCATED WITHIN THE COUNTY BUT OUTSIDE THE BOUNDARIES OF ANY INCORPORATED MUNICIPALITY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE, A LEASE AGREEMENT, A BOND PURCHASE AGREEMENT, A SUBLEASE AGREEMENT, THE BONDS, AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF EACH SERIES OF THE BONDS; MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO THE BONDS; RATIFYING CERTAIN ACTIONS TAKEN PREVIOUSLY; AND REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE.

The following is a general summary of the subject matter contained in the Bond Ordinance.

The recitals state that the County is a legally and regularly created, established, organized and existing political subdivision of the State of New Mexico (“State”) and is authorized under the New Mexico County Industrial Revenue Bond Act (the “Act”) to issue industrial revenue bonds to acquire industrial revenue bond projects located in Torrance County, but outside the



boundaries of any incorporated municipality; that El Corazon Wind LLC and Mesa Canyons Wind LLC, both Delaware limited liability companies (together, the “Company”) presented to the Board a proposal (the “Proposal”) whereby the County would acquire two projects to be developed in one of more phases (collectively, the “Project”) including, without limitation, certain real property rights, title, easements, rights of way and leasehold interests, wind generation equipment consisting of turbines, blades nacelles, rotors, supporting structures and related improvements, electrical lines and related assets, and all capital equipment and other tangible personal property to be located within the County for the generation, transportation and delivery of electricity (collectively, the “Project Property”) and issue its Bonds in one or more series, in a combined aggregate principal amount not to exceed \$3,500,000,000, such Bonds being designated as the “Series 2022A Bonds”, to finance the costs of each Project in whole or in part, including, but not limited to, reimbursement of any costs incurred by each Company and payment of transaction expenses related thereto; that the Series 2022A Bonds would be issued pursuant to an Indenture relating to each Project for the Series 2022A Bonds (collectively, the “Indenture”) entered into among the County, each Company, and one or more of its affiliates, as purchaser of each series of the Series 2022A Bonds (collectively, the “Purchaser”) and one or more financial institutions organized as a national bank under the laws of the United States, as depository (collectively, the “Depository”); the County would enter into one or more sublease agreements with each Company or its affiliates for each series of the the Series 2022A Bonds for lease or sublease of the site for the respective Project (collectively, the “Sublease Agreement”) and would enter into a lease or sublease with each Company for its respective series of the Series 2022A Bonds (collectively, the “Lease Agreement”) under which the respective portion of the Project Property would be leased and sold to each applicable Company and each Company would make payments sufficient to pay the principal of and interest on its respective series of the

Series 2022A Bonds; that the County is authorized to enter, deliver and perform all its obligations under the Bond Documents (defined below) and to issue, execute and deliver the Series 2022A Bonds to be sold to each Purchaser pursuant to the respective Bond Purchase Agreement for the applicable series of Series 2022A Bonds (collectively, the “Bond Purchase Agreement” to be entered into among the County, each Purchaser and each Company for its respective series of the Series 2022A Bonds, and together with the Lease Agreement, the Sublease Agreement and the Indenture, the “Bond Documents”); that the County has concluded it is desirable to authorize the issuance of the Series 2022A Bonds to finance the Projects and that the issuance of the Series 2022A Bonds constitute a valid public purpose under the Act; that each Company will make annual in-lieu tax payments (“PILT Payments”) based on the nameplate installed generating capacity of its Project to the Estancia Municipal School District, the Moriarty Municipal School District, the Mountainair Public School District, and the Vaughn Municipal School District (collectively, the “Districts”) and the County, as provided under the terms of each Lease Agreement; and that notice of the Board’s intention to consider adoption of the Bond Ordinance was published in conformance with legal requirements.

Sections 1 through 3 ratify previous action taken toward approval of the issuance and sale of the Series 2022A Bonds; provide that the Board has considered relevant information presented to it relating to the Series 2022A Bonds and the Projects; provide that the Board has made certain findings including that the purpose for issuance of the Series 2022A Bonds is to finance the Projects; provide that each Company is the developer of its respective Project, and that each Company will operate its respective Project; provide that the issuance of the Series 2022A Bonds upon the terms set forth in the Bond Ordinance and in a combined aggregate principal amount not to exceed \$3,500,000,000, is approved and confirmed; and provide that the Series 2022A



Bonds shall be executed on behalf of the County with the manual or facsimile signature of the Board Chair or Board Vice-Chair.

Sections 4 through 5 provide for the approval of the form, terms and provisions of the Bond Documents and the form and terms of the Series 2022A Bonds; that the Board Chair, the Board Vice-Chair or the County Manager are each individually authorized to approve revisions to the Bond Documents with the approval of such revisions to be evidenced by the execution and delivery of such documents; provide that the Board Chair, Board Vice-Chair or County Manager are each individually authorized to execute and deliver, and the County Clerk or Deputy County Clerk are authorized to attest, as appropriate, the Bond Documents and the Series 2022A Bonds; that the Board Chair, the Board Vice-Chair or County Manager are each individually authorized and that the County Clerk and Deputy County Clerk are further authorized to execute and deliver all certifications, instruments, documents, letters and other agreements as requested by each Company, and for carrying out other transactions as contemplated by the Bond Ordinance and Bond Documents, including any closing documents, and from time to time, documents for the sale, assignment, transfer or other conveyance of each Project and the respective Project Property, and the assumption of obligations of each Company under the respective Lease Agreement, as provided under the terms of the respective Lease Agreement; and making certain determinations regarding payment of the Series 2022A Bonds for the insuring and maintenance of each Project.

Sections 6 through 8 provide that the Series 2022A Bonds are special limited obligations of the County, payable solely from the Basic Rent (as defined in each respective Lease Agreement), and that the Series 2022A Bonds shall never constitute a debt or indebtedness of the County or the State 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 charge

against its general credit or taxing power; provide that each Company will act as agent of the County with respect to its Project and acquisition of the Project Property pertaining to such Project or any component thereof; and provide that no covenant, obligation or agreement of the County with respect to the Bond Ordinance, the Bond Documents or the Series 2022A Bonds shall constitute a covenant, obligation or agreement of any official, officer, Board member or employee of the County in his/her individual capacity and that neither the members of the Board nor any officials executing the Series 2022A Bonds shall be liable personally on the Series 2022A Bonds or be subject to personal liability by reason of the issuance thereof.

Sections 9 through 13 provide for an indemnification of the County, its Board and other officials against liability of either Company to any third parties in the applicable Lease Agreement; provide that the Bond Ordinance is irrevocable while the Series 2022A Bonds of any series are outstanding; provide severability and repealer provisions and direct the authentication and recording of the Bond Ordinance; and provide for the publication of notice of adoption of the Bond Ordinance and the form of Summary of the Bond Ordinance for publication.

This notice constitutes compliance with the Public Securities Limitation of Action Act, NMSA 1978, Sections 6-14-4 to-7 (1975).

(End of Form of Summary for Publication)

*[Signature page follows]*



PASSED, ADOPTED, SIGNED AND APPROVED this [28<sup>th</sup>] day of [September], 2022.

BOARD OF COUNTY COMMISSIONERS,  
TORRANCE COUNTY, NEW MEXICO

\_\_\_\_\_  
Ryan Schwebach, Chair

\_\_\_\_\_  
Kevin McCall, Vice-Chair

\_\_\_\_\_  
LeRoy M. Candelaria, Member

ATTEST:

\_\_\_\_\_  
Yvonne Otero  
Torrance County Clerk

( S E A L )

Approved as to Form and Sufficiency:

\_\_\_\_\_  
[John Butrick, Esq.]  
Torrance County Attorney

*[Signature page to Torrance County, New Mexico Ordinance No. [\_\_\_\_ - \_\_\_\_]]*

Commissioner [INSERT NAME] then moved that the ordinance as filed with the County Clerk be passed and adopted. Commissioner [INSERT NAME] seconded the motion.

The question being upon the passage and adoption of said ordinance, the motion was voted upon with the following result:

Those Voting Yea:

[Ryan Schwebach, Chair]  
[Kevin McCall, Vice-Chair]  
[LeRoy M. Candelaria, Member]

Those Voting Nay:

[None]

Those Absent:

[None]

The Chair thereupon declared that at least a majority of all the members of that Board having voted in favor thereof, the motion was carried and the ordinance duly passed and adopted. After consideration of matters not relating to the ordinance, the meeting on motion duly made, seconded and unanimously carried, was adjourned.

BOARD OF COUNTY COMMISSIONERS  
TORRANCE COUNTY, NEW MEXICO

By \_\_\_\_\_  
Ryan Schwebach, Chair

ATTEST:

By \_\_\_\_\_  
Yvonne Otero  
Torrance County Clerk

( S E A L )





**DRAFT**

*El Corazon Wind LLC*

*September 12, 2022*

EL CORAZON WIND LLC  
TORRANCE COUNTY, NEW MEXICO

and

[INSERT NAME OF PURCHASER]

---

BOND PURCHASE AGREEMENT

---

Dated [CLOSING DATE], 2022

\$2,541,000,000

Torrance County, New Mexico

Taxable Industrial Revenue Bonds

(El Corazon Wind LLC Project)

Series 2022A



**TABLE OF CONTENTS**

	<b>Page</b>
Section 1. Recitals .....	1
Section 2. Purchase and Delivery .....	1
Section 3. Issuer Representations .....	1
Section 4. Company Representations .....	1
Section 5. Purchaser Representations .....	2
Section 6. Indemnification .....	4
Section 7. Conditions .....	6
Section 8. Survival .....	7
Section 9. Notices .....	7
Section 10. Remedies, Consequential Damages .....	8
Section 11. Severability .....	9
Section 12. Obligations of Issuer Not Obligations of Officials Individually .....	9
Section 13. Limitation of Issuer's Liability .....	9
Section 14. Title, Headings .....	10
Section 15. Execution in Counterparts .....	10
Section 16. Applicable Law .....	10
Section 17. Expenses .....	10
Section 18. Performance by Purchaser .....	10
Section 19. No Violation of Public Policies Regarding Indemnity .....	10
Section 20. Amendments .....	11

Exhibit A – Opinion of Rodey Dickason Sloan Akin & Robb, P.A., Bond Counsel

Exhibit B – Opinion of Rodey, Dickason, Sloan, Akin & Robb, P.A., New Mexico Counsel to  
the Company and the Purchaser

Exhibit C – Opinion of County Attorney

Exhibit D – Opinion of [Laura Medina, Transaction Counsel-Real Estate]



## **BOND PURCHASE AGREEMENT**

[INSERT NAME OF PURCHASER], a [Delaware] limited liability company (together with its successors and assigns, the “Purchaser”), TORRANCE COUNTY, NEW MEXICO (the “Issuer”), and EL CORAZON WIND LLC, a Delaware limited liability company (together with its successors and assigns, the “Company”), agree:

**Section 1. Recitals.** The Issuer, the Purchaser, the Company, and [INSERT NAME OF DEPOSITARY], as depository (the “Depository”) have entered into an Indenture dated as of [CLOSING MONTH] 1, 2022 (together with any and all amendments and supplements thereto, the “Indenture”). Pursuant to the Indenture, the Issuer will issue its Torrance County, New Mexico Taxable Industrial Revenue Bonds (El Corazon Wind LLC Project), Series 2022A in a maximum principal amount not to exceed \$2,541,000,000 (the “Bonds”). Capitalized terms used in this Bond Purchase Agreement (this “Agreement” or “Bond Purchase 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 Bond Purchase Agreement and subject to the terms and conditions contained in this Bond Purchase 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 404 of the Indenture. The Issuer will deliver the Bonds to the Purchaser on the date of execution and delivery of the Indenture as provided in Section 403 of the Indenture or 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 [CLOSING MONTH] 1, 2022 (the “Lease” and, together with the Indenture, the Sublease Agreement and this Bond Purchase 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 Governing Body of Torrance County, New Mexico on [September 28, 2022] (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 Lease, and the Indenture 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 laws of the State of Delaware and is duly authorized to do business in the State, 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 Lease, and the Indenture, to provide for the operation and management of the Project (as defined in the Lease), 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 Lease and the Indenture.

(d) Neither the execution and delivery of this Agreement, the Lease, and the Indenture 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 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 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, or consummation of the transactions contemplated by and compliance with the provisions of this Agreement, the Lease, and the Indenture and the Sublease Agreement 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 actual 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 actual 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 Lease or the Indenture.

(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 by the Company under the Lease.

(g) The Company is not in violation of any provisions of, or in default under any 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 ability to perform its obligations under this Agreement, the Lease or the Indenture.

**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, and upon receipt of appropriate investor representations, an opinion of counsel experienced in securities law matters and satisfactory to the Issuer in accordance with the applicable terms of the Indenture.

(b) The Purchaser acknowledges that the Bonds are a special limited obligation, and not a general obligation, of the Issuer, are payable solely from the Basic Rent (as defined in the Lease) received by the Purchaser for the account of the Issuer 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 or 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 and interest on the Bonds. The Purchaser acknowledges 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 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 without limitation, 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 arising out of the accuracy of any information with respect to the Company 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 draft and final 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 Bond certificates 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 by Purchaser of the Indenture and the Bond Purchase Agreement will not conflict with, contravene, violate or constitute a breach of or default under any order, consent, decree, agreement or instrument to which Purchaser is a party or by which it or its properties are bound resulting in a specific, material and adverse effect on Purchaser's ability to perform its obligations under the Indenture and the Bond Purchase Agreement.

(j) The Purchaser acknowledges that its purchase of the Bonds constitutes a transaction in bonds secured by the Indenture which is, among other things, a personal property security agreement, pursuant to which: (i) the Bonds are offered and sold as a unit; (ii) a general solicitation or general advertisement of the purchase transactions was not made; and (iii) a commission or remuneration is not given, directly or indirectly, to a person not registered pursuant to the New Mexico Uniform Securities Act as a broker-dealer or its agent.

#### **Section 6. Indemnification.**

(a) The Company and the Purchaser agree to indemnify, jointly and severally, defend and hold harmless the Issuer, and each member of the Governing Body and all officials, officers, agents and employees of the Issuer and each person, if any, that has the power 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, to the extent that such violation or untrue or



misleading statement or omission or alleged misleading statement or omission was made or caused by the Company, or the Purchaser, except to the extent such indemnity shall be violative of public policy.

(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 Indemnified 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 without limitation 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, conditioned, or delayed), the payment of all reasonable fees and expenses of such counsel and the right to negotiate and consent to settlement. If any Indemnified Party is advised in a written opinion of counsel that there may be legal defenses available to such Indemnified Party which are adverse to or in conflict with those available to the Company or the Purchaser, or 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 counsel retained by such Indemnified Party in assuming its own defense; provided however, that the total fees of such separate counsel shall not exceed the estimated total fees of counsel initially appointed by the Company or the Purchaser to defend the matter; or, if no such counsel has initially been appointed by the Company or the Purchaser, the reasonable fees of such counsel and provided that prior to being retained by an Indemnified Party such counsel is approved in writing by the Company or the Purchaser, as applicable. 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, as applicable. 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 solely by such Indemnified Party or Indemnified Parties unless the employment of such counsel has been specifically authorized in writing by the Company or the Purchaser, as applicable. Neither the Company nor the Purchaser shall be liable for any settlement without the prior written consent of the Company or the Purchaser, as applicable, or if there is a final judgment for the plaintiff in any such action with or without consent, the Company or the Purchaser, as applicable, agrees to indemnify and hold harmless 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 Company and the Purchaser will have no obligation to indemnify, defend and hold harmless any Indemnified Party under this Section 6 with respect to the gross negligence or willful misconduct of any Indemnified Party.

(e) 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 Closing Date.

(b) As of the Closing Date, no Default 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 (as defined in the Lease).

(c) On or before the Closing Date, all actions required to be taken as of the Closing Date in connection with 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 and the Sublease Agreement will have been duly executed and delivered by the Issuer and the Company, as applicable. 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, with respect to clauses (i), (ii), (iii), (v), (vi) and (viii), the Purchaser, will have received the opinions below that are addressed to such parties and the certificates, each dated the Closing Date:

(i) the approving opinion of Rodey, Dickason, Sloan, Akin & Robb, P.A., Bond Counsel, substantially in the form of Exhibit A;

(ii) the opinion of Rodey, Dickason, Sloan, Akin & Robb, P.A., as New Mexico counsel to the Company and the Purchaser, substantially in the form of Exhibit B;

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



(iv) the opinion of [Laura Medina, Transaction Counsel-Real Estate] 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 respect to the Company;

(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 subsections (a) and (c) of this Section 7 with respect to the Purchaser;

(viii) a certificate of the Depository signed by a duly authorized officer of the Depository to the effect that (a) he or she is an authorized officer of the Depository; (b) the Indenture has been duly executed and delivered by the Depository; (c) the Depository has all necessary corporate powers required to execute, deliver and perform its obligations under the Indenture; and (d) to the Depository's actual knowledge and as of the effective date thereof, the execution and delivery by the Depository of the Indenture and the performance by the Depository 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 Depository is subject or by which the Depository is bound; and

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

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 ten (10) 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, provided that the Company will continue to be obligated to reimburse the Issuer for the expenses of the Issuer incurred up to the termination date.

**Section 8. Survival.** All agreements, covenants, representations and all other statements of the Issuer, the Purchaser 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 the Bonds.

**Section 9. Notices.** Any notice, demand, direction, request, consent, approval, report or other instrument authorized or required by this Agreement 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 nationally recognized courier service, 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

P.O. Box 48

Estancia, NM 87016

Attn: County Manager

Tel: [505-544-4700] (for use in connection with courier deliveries)

If to the Purchaser: [INSERT NAME OF PURCHASER]

c/o Pattern Energy Group 2 LP

1088 Sansome Street

San Francisco, CA 94111

Attention: General Counsel

Tel: 415-283-4000

Fax: 415-362-7900

If to the Company: El Corazon Wind LLC

c/o Pattern Energy Group 2 LP

1088 Sansome Street

San Francisco, CA 94111

Attention: General Counsel

Tel: 415-283-4000

Fax: 415-362-7900

Any Party identified above 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; Consequential Damages.** Notwithstanding any provision contained herein to the contrary, in no event shall any Party be liable to any other Party under any provision of this



Agreement or the Bonds for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, business interruption damages, loss of use of equipment, costs of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability. No right or remedy conferred on any Party in this Bond Purchase Agreement is intended to be exclusive of any other right or remedy provided in the Bond Documents or by law. No delay or omission of any Party to exercise any such right or remedy will impair any such right or remedy or be construed as a waiver. Any such right or remedy which 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 (as defined in the Lease) will extend to or affect any other existing or subsequent Default or Event of Default (as defined in the Lease).

**Section 11. Severability.** In case any one or more of the provisions of this Agreement or of the Bonds is for any reason held to be illegal or invalid, such illegality or invalidity will not affect any other provision of this Agreement or of the Bonds, but the 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 the Agreement 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 the Issuer to the fullest extent permitted by law.

**Section 12. Obligations of Issuer Not Obligations of Officials Individually.** All obligations of the Issuer under this Agreement and the Bonds will be deemed to be obligations of the Issuer to the full extent permitted by the Bond Ordinance and the Act. No obligation under this Agreement or the Bonds will be deemed to be an obligation of any present or future officer of the Issuer (including, without limitation, any member of the Governing Body 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 the 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 any document executed by the Issuer in connection with the Bonds will subject the Issuer, its officials, employees, agents and members of the 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. Without limiting the requirement to perform its duties or exercise its rights and powers under the Bond Documents, none of the provisions contained in 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 Bond 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 multiple counterparts, all of which taken together will constitute one and the same instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail in “pdf” form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall have the same effect as physical delivery of the paper document bearing the original signature. “Originally signed” or “original signature” means or refers to a signature that has not been mechanically or electronically reproduced. Any Party may execute any of the Bond Documents by executing any such counterpart of such Bond Document.

**Section 16. Applicable Law.** The validity, construction and effect of this Bond Purchase Agreement will be governed by the law of the State of New Mexico applicable to agreements made and to be performed in the State without regard or effect given to conflict of laws rules that would require application of the laws of any other jurisdiction.

**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 reasonable fees and expenses of Issuer’s outside counsel and financial adviser, shall be paid by the Company.

**Section 18. Performance by Purchaser.** The respective obligations of the Issuer and the Company hereunder are subject to the performance by the Purchaser of its obligations hereunder.

**Section 19. No Violation of Public Policies Regarding Indemnity.** To the extent, if at all, that any provision contained herein or in any related documents requiring one party to indemnify, hold harmless, insure, or defend another party (including such other party’s employees or agents) is found to be within the scope of NMSA 1978, Section 56-7-1 (2005), as amended from time to time (“Section 56-7-1”), or in any way subject to, or conditioned upon consistency with, the provisions of Section 56-7-1, for its enforceability, then such provision, regardless of whether it makes reference to this or any other limitation provision, shall: (a) not 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 be further modified, if required, by the provisions of Section 56-7-1(B); (b) be enforced only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the indemnitor or its officers, employees or agents; and (c) be further modified, if required, by the provisions of Section 56-7-1(B). Further, despite any other term or condition of this Agreement, to the extent, if at all, that any agreement, covenant, or promise to indemnify another party (including such party's employees or agents) contained herein or in any related documents, is found to be within the scope of NMSA 1978, Section 56-7-2 (2003), as amended from time to time ("Section 56-7-2"), or in any way subject to, or conditioned upon consistency with, the provisions of Section 56-7-2, for its enforceability, then, regardless of whether it makes reference to this or any other limitation provision, such agreement is not intended to, and it does not, indemnify such indemnitee against loss or liability for damages arising from: (i) the sole or concurrent negligence of such indemnitee or the agents or employees of such indemnitee; (ii) the sole or concurrent negligence of an independent contractor who is directly responsible to such indemnitee; or (iii) an accident that occurs in operations carried on at the direction or under the supervision of such indemnitee, an employee or representative of such indemnitee or in accordance with methods and means specified by such indemnitee or the employees or representatives of such indemnitee.

**Section 20. Amendments.** This Bond Purchase Agreement may be amended by one or more instruments executed by the Issuer, the Company and the Purchaser.

*[Signature pages follow]*

**ISSUER:**

ATTEST:

TORRANCE COUNTY, NEW MEXICO

(Seal)

\_\_\_\_\_

Yvonne Otero  
County Clerk

By: \_\_\_\_\_

Ryan Schwebach, Chair  
Board of County Commissioners

**PURCHASER:**

[INSERT NAME OF PURCHASER], a [Delaware] limited liability company

By: \_\_\_\_\_

Name:

Title:



**COMPANY:**

EL CORAZON WIND LLC, a Delaware limited liability company

By: \_\_\_\_\_

Name:

Title:

**Exhibit A**

Opinion of Rodey, Dickason, Sloan, Akin & Robb, P.A.,

Bond Counsel

[Subject to Revision by Counsel]

[Letterhead of Bond Counsel]

[DATE], 20[22]

Torrance County, New Mexico  
ATTN: County Manager  
205 Ninth Street/P.O. Box 48  
Estancia, New Mexico 87016

[INSERT NAME OF PURCHASER]  
c/o Pattern Energy Group 2 LP  
1088 Sansome Street  
San Francisco, California 94111

El Corazon Wind LLC  
c/o Pattern Energy Group 2 LP  
1088 Sansome Street  
San Francisco, California 94111

\$2,541,000,000

Torrance County, New Mexico  
Taxable Industrial Revenue Bonds  
(El Corazon Wind LLC Project)  
Series 2022A

Ladies and Gentlemen:

We have acted as New Mexico Bond Counsel on behalf of El Corazon Wind LLC (the "Company") in connection with the issuance and sale by Torrance County, New Mexico (the "Issuer") of its Taxable Industrial Revenue Bonds (El Corazon Wind LLC Project), Series 2022A in a maximum principal amount not to exceed \$2,541,000,000, which are being issued as a single fully registered bond identified as 2022A and numbered RA-01 (collectively, the "Bond").



The Bond will bear interest on the outstanding principal at a per annum rate equal to [four and one-half percent (4.50%)] per annum and will mature on [\_\_\_\_], 20[52]. Interest on the Bond is payable annually on [\_\_\_\_] in each year, beginning [\_\_\_\_], 2023.

The Bond is subject to redemption prior to maturity as described in the Indenture dated as of [CLOSING MONTH] 1, 2022 (the "Indenture") among the Issuer, [INSERT NAME OF PURCHASER] (the "Purchaser"), the Company and [INSERT NAME OF DEPOSITARY], as depositary (the "Depositary").

The principal of, interest on and redemption price of the Bond 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, 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 of the Issuer within the meaning of any provision or limitation of the constitution or laws of the State of New Mexico. The Bond 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 Bond we have examined:

(a) a certified copy of Ordinance No. [\_\_\_\_-\_\_] passed by the Board of County Commissioners (the "Board") of Torrance County, New Mexico, the Issuer, on [\_\_\_\_\_, 2022], authorizing the issuance of the Bond, pursuant to and under the provisions of the County Industrial Revenue Bond Act, NMSA 1978, Sections 4-59-1 to -16 (1975, as amended through 2021) (the "Act");

(b) the executed Bond No. RA-01;

(c) executed counterparts of the Indenture, the Lease Agreement dated as of [CLOSING MONTH] 1, 2022 (the "Agreement") between the Issuer and the Company, the Bond Purchase Agreement dated [CLOSING DATE], 2022 (the "Bond Purchase Agreement"), among the Purchaser, the Issuer and the Company, and one or more Sublease Agreements dated [CLOSING DATE], 2022 (collectively, the "Sublease Agreement" and, together with the Indenture and the Agreement, and the Bond Purchase Agreement, the "Bond Documents") among the Purchaser, the Issuer and the Company; and

(d) such other opinions, documents, official actions, certificates and letters as we deemed relevant in rendering the opinions in this opinion letter.

In connection with such examination, we have assumed, with your permission and without independent investigation that the Indenture is the legal, valid and binding obligation of the Depositary enforceable against the Depositary in accordance with its terms.

Based on such examination described above, and subject to the foregoing assumption and the qualifications, limitations and exceptions stated below in this letter, 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 Bond.

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

3. The Bond has been validly authorized, executed and issued in accordance with the laws of the State of New Mexico and represents the valid and binding special obligation of the Issuer.

4. The Bond Documents have been duly authorized, executed and delivered by the Issuer and constitute legal, valid and binding obligations of the Issuer, the Company and the Purchaser (to the extent each is a party thereto) enforceable against the Issuer, the Company and the Purchaser (to the extent each is a party thereto) in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other similar laws and court decisions of general application or of legal and equitable principles relating to, limiting or affecting creditors' rights generally and the availability of equitable remedies including specific performance and judicial discretion involving the granting of equitable remedies.

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 expressed above in paragraph 4 of this letter is subject to the following qualifications, limitations and exceptions:

(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 or security interest in any real or personal property.

(iii) We express no opinion as to the enforceability of the provisions in any of the Bond Documents purporting to require that any amendment, modification or waiver be in writing.

(iv) 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 opinions expressed in this letter 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. The opinions expressed in this letter are 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. The opinions expressed in this letter are delivered to the addressees hereof in connection with the Bonds and the Bond Documents and the transactions contemplated thereby, and the opinions 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 any such opinions if facts or circumstances come to our attention or changes in the law occur after the date hereof which could affect the conclusions reached in this letter.

Very truly yours,



**Exhibit B**

Opinion of Rodey, Dickason, Sloan, Akin & Robb, P.A.,  
New Mexico Counsel to the Company and the Purchaser

[Subject to Revision by Counsel]

[Letterhead of New Mexico Counsel to the Company and the Purchaser]

[DATE], 20[22]

Torrance County, New Mexico  
ATTN: County Manager  
205 Ninth Street/P.O. Box 48  
Estancia, New Mexico 87016

[INSERT NAME OF PURCHASER]  
c/o Pattern Energy Group 2 LP  
1088 Sansome Street  
San Francisco, Ca. 94111

El Corazon Wind LLC  
c/o Pattern Energy Group 2 LP  
1088 Sansome Street  
San Francisco, Ca. 94111

Re: Torrance County, New Mexico Taxable Industrial Revenue Bonds (El Corazon Wind LLC Project) Series 2022A in a maximum principal amount not to exceed \$2,541,000,000

Ladies and Gentlemen:

This firm has acted as New Mexico counsel to El Corazon Wind LLC, a Delaware limited liability company (the "Company"), and [INSERT NAME OF PURCHASER], a Delaware limited liability company (the "Purchaser"), in connection with the Lease Agreement dated as of [CLOSING MONTH] 1, 2022 (the "Lease") between Torrance County, New Mexico, a political subdivision of the State of New Mexico (the "Issuer") and the Company, [the Sublease Agreement dated as of [DATE], 20[22] (the "Sublease") between the Company, as lessor and the Issuer, as lessee,] and the Bond Purchase Agreement dated as of [DATE], 2022 (the "Bond Purchase Agreement") among the Purchaser, the Issuer and the Company, pursuant to which the Purchaser has agreed to purchase the Issuer's Taxable Industrial Revenue Bonds (El Corazon Wind LLC Project), Series 2022A in a maximum principal amount not to exceed \$2,541,000,000 (the "Bonds"), to be issued under the Indenture as of [CLOSING MONTH] 1, 2022 (the "Indenture") among the Issuer, the Company, the Purchaser and [INSERT NAME OF DEPOSITARY], as Depositary.

We are rendering the opinions expressed in this letter pursuant to Section 7(e)(ii) of the Bond Purchase Agreement. In that connection we have reviewed the following and have made no other inquiry or investigation:

(1) copies of the Lease, the Sublease, the Bond Purchase Agreement and the Indenture (collectively, the “Bond Documents”),

(2) the Company Certificate together with all exhibits thereto executed by an authorized signatory of the Company as to various organizational matters and specific authorizations in regard to the transactions contemplated under the Bond Documents and the Purchaser Certificate together with all exhibits thereto executed by an authorized signatory of the Purchaser with respect to certain organizational matters, as well as authorizations required in connection with the purchase of the Bonds;

(3) certificates issued by public officials as follows:

(a) Certificate of Formation of Company filed [INSERT DATE] with the Secretary of State of the State of Delaware (the “Delaware Secretary of State”),

(b) Certificate of Good Standing dated [INSERT DATE], issued by the Delaware Secretary of State, confirming that Company is duly formed under the laws of the State of Delaware, is in good standing and has legal existence as shown in the records of the Delaware Secretary of State’s office,

(c) Certificate of Good Standing and Compliance of Company issued by the Secretary of State of the State of New Mexico (the “SOS”) on [INSERT DATE], with respect to the Company’s good standing, and authorization to transact business in the State of New Mexico,

(d) Certificate of Formation of the Purchaser filed [INSERT DATE] with the [Delaware] Secretary of State,

(e) Certificate of Good Standing dated [INSERT DATE], issued by the [Delaware] Secretary of State, confirming that the Purchaser is duly formed under the laws of the State of [Delaware], is in good standing and has legal existence as shown in the records of the [Delaware] Secretary of State’s office,

(4) the Limited Liability Agreement of the Company, dated as of [INSERT DATE] (the “Company LLC Agreement”) as certified by an authorized signatory of the Company; and

(5) the Limited Liability Agreement of the Purchaser, dated as of [INSERT DATE] (the “Purchaser LLC Agreement”) as certified by an authorized signatory of the Purchaser; and

(6) 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 [DATE] (the “Court Records Report”); and

(7) Company Written Consent of the Sole Member, dated [INSERT DATE], executed by an authorized signatory of [NAME OF SOLE MEMBER], a [Delaware] limited liability company and the sole member (“Sole Member”), of the Company and the Purchaser (the “Resolutions”).



Capitalized terms used herein and not otherwise defined in this opinion letter 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 letter 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 that 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.

For purposes of the opinions set forth below, we have assumed with your permission:

A. that each of the Bond Documents and each other document and instrument relating to the Bonds has been duly authorized, executed and delivered by each party thereto (other than the Company and the Purchaser) and each Bond Document is the legal, valid and binding obligation of each party thereto other than the Company and the Purchaser, and is enforceable against each such party in accordance with its terms; and

B. that the execution, delivery and performance of the Bond Documents by any party (other than the Company and the Purchaser) will not violate or be in conflict with, or result in the violation of any of the terms, conditions, or provisions of, or constitute default, or require consent under any agreements or other documents or instruments or any judgment, decrees or other orders to which such party is a party or to which any such party may be subject; and

C. that each of the persons who has executed, sworn to, acknowledged, delivered and/or accepted delivery on behalf of each of the parties to the Bond Documents is legally competent and has sufficient legal capacity to execute, deliver and perform the transactions contemplated by the Bond Documents; and

D. that the conduct of the parties to the Bond Documents has complied with all applicable requirements of good faith, fair dealing and conscionability; and that there has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence; and

E. that the Company will obtain all licensing, regulatory and other approvals required in the future under New Mexico and federal law in connection with the acquisition, development, construction, installation, equipping and operation of the Project Property (as defined in the Lease), and will take all actions required, relevant to the subsequent consummation of the transactions contemplated by the Bond Documents; and

F. that the Purchaser has duly authorized the execution, delivery and performance of the Indenture and the Bond Purchase Agreement (collectively, the “Purchaser Documents”); and

G. that the execution, delivery and performance by the Purchaser of the Purchaser Documents will not (i) conflict with, contravene, or violate the Certificate of Formation of the Purchaser or the Purchaser LLC Agreement or, (ii) conflict with, contravene, violate or constitute a material breach of, or default under, any law, rule, regulation ordinance, order, consent decree, agreement or instrument to which the Purchaser is a party or by which the properties of the Purchaser are bound; and

H. that all necessary authorization, approvals, consents and other orders of any governmental authority or agency necessary for the execution and delivery of the Purchaser Documents have been obtained and are in full force and effect.

Based on the assumptions and subject to the qualifications set forth in this letter, we are of the opinion that:

1. Based solely on the certificates listed in subparagraphs (3)(a), (b) and (c) above, the Company is a limited liability company duly organized and validly existing under the laws of the State of Delaware, has the power and authority to enter into and perform the Bond Documents and is authorized to transact business in the State of New Mexico, and based solely on the certificates listed in subparagraphs (3)(d), (e) [and (f)] above, the Purchaser is a limited liability company duly organized and validly existing under the laws of the State of Delaware, has the power and authority to enter into the Purchaser Documents and is authorized to transact business in the State of New Mexico.

2. The Company has duly authorized the execution, delivery and performance of the Bond Documents.

3. The execution, delivery and performance by the Company of the Bond Documents will not (i) conflict with, contravene, or violate the Company LLC Agreement, or, (ii) to our knowledge, conflict with, contravene, or violate any law, rule, regulation, or ordinance by which the Project Property is bound. Our opinion in this paragraph relates only to federal and State statutes, rules, and regulations and ordinances of the Issuer that we, in the exercise of customary professional diligence, would reasonably recognize as being directly applicable to the Bond Documents, and exclude federal and State statutes, rules, and regulations and ordinances of the Issuer relating to licensing, regulatory, environmental, subdivision, zoning and other approvals and permits required for the acquisition, development, construction, installation, equipping and operation of the Project.

4. To our knowledge, the execution, delivery and performance by the Purchaser of the Purchaser Documents will not conflict with, contravene, or violate any law, rule, regulation, or ordinance by which the Project Property is bound. Our opinion in this paragraph relates only to federal and State statutes, rules, and regulations and ordinances of the Issuer that we, in the exercise of customary professional diligence, would reasonably recognize as being directly applicable to the Purchaser Documents, and exclude federal and State statutes, rules, and regulations and ordinances of the Issuer relating to licensing, regulatory, environmental, subdivision and other approvals and permits required for the acquisition, development, construction, installation, equipping and operation of the Project Property.

5. To our knowledge, all approvals, permits, licenses, consents, authorizations, certifications and other orders of any governmental authority or agency necessary for the execution and delivery by the Purchaser of the Purchaser Documents have been obtained and are in full force and effect. Our opinion in this paragraph relates only to federal and State statutes, rules, and regulations and ordinances of the Issuer that we, in the exercise of customary professional diligence, would reasonably recognize as being directly applicable to the Purchaser Documents, and exclude federal and State statutes, rules, and regulations and ordinances of the Issuer relating to licensing, regulatory, environmental, subdivision and other approvals and permits required for the acquisition, development, construction, installation, equipping and operation of the Project Property.

6. To our knowledge, all approvals, permits, licenses, consents, authorizations, certifications and other orders of any governmental authority or agency necessary for the execution and delivery by the Company of the Bond Documents have been obtained and are in full force and effect. Our opinion in this paragraph relates only to federal and State statutes, rules, and regulations and ordinances of the Issuer that we, in the exercise of customary professional diligence, would reasonably recognize as being directly applicable to the Bond Documents, and exclude federal and State statutes, rules, regulations, and ordinances of the Issuer relating to licensing, regulatory, environmental, subdivision and other approvals and permits required for the acquisition, development, construction, installation, equipping and operation of the Project Property.

7. Based solely on an examination of the Court Records Report (attached hereto as Annex I), there is no action, suit, or proceeding before or in the State of New Mexico Seventh Judicial District Court or the United States District Court for the District of New Mexico pending against the Company or 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, (ii) in any manner 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 Project or the Project Property, or (iv) could result in an unfavorable decision, ruling or finding that could materially adversely affect the financial condition or operations of the Company or the Purchaser or could materially adversely affect the transactions contemplated by the Bond Documents or the validity of the Bonds.

8. The Bond Documents 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, fraudulent conveyance or other similar laws and court decisions of general application or of legal or equitable principles relating to, limiting or affecting creditors' rights generally, and the availability of equitable remedies including specific performance and judicial discretion involving the granting of equitable remedies.

9. The Purchaser Documents 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, fraudulent conveyance or other similar laws and court decisions of general application or of legal or equitable principles relating to, limiting or affecting creditors' rights generally, and the availability of equitable



remedies including specific performance and judicial discretion involving the granting of equitable remedies.

Each of the opinions expressed above is subject to the following further qualifications, whether or not such opinions refer to such qualifications:

(a) We express no opinion about any matter that may be governed by the law of any jurisdiction other than that of the State (“State Law”), the [Delaware Limited Liability Company Act] (the “Delaware LLC Act”), and federal law of the United States of America (“Federal Law”). As used herein, “Law” means published statutes, judicial and administrative decisions, and the rules and regulations of government agencies. Furthermore, we express no opinion about any of the following, even if deemed part of State Law, the [Delaware LLC Act] or Federal Law: (i) securities law (with the exception of the enforceability of security covenants and agreements on the part of the Purchaser under the Purchaser Documents); (ii) tax law (with the exception of the enforceability of State tax covenants and agreements on the part of the Company as set forth in the Bond Documents); (iii) choice of law; (iv) criminal and civil forfeiture laws, criminal laws and laws providing for criminal prosecution; and (v) the ordinances, administrative decisions, and the rules and regulations of counties, towns and municipalities and special political subdivisions, judicial decisions to the extent they deal with any of the foregoing items, other than the enforceability of covenants and agreements on the part of the Company as provided under the Lease;

(b) We express no opinion as to any title matters, liens or priority of liens on, or as to the creation of security interests or the perfection or priority of such security interests in, any real or personal property constituting the Project Property (as defined in the Lease);

(c) We express no opinion as to the accuracy and legal sufficiency of the leases, easements, right-of-way, and other real estate interests conveyed to the Issuer by the Company under the Sublease;

(d) We express no opinion as to the enforceability of any provisions of the Bond Documents or the Purchaser Documents purporting to exculpate, indemnify or limit the liability of any person or entity against its own negligence, failure to act or misconduct;

(e) We express no opinion as to the validity or enforceability of any severability clause or the availability of injunctive relief or any other equitable remedies, all of which are subject to the court’s discretion;

(f) We express no opinion as to the enforceability of provisions of the Bond Documents authorizing the Purchaser, the Issuer, or any other party, upon default of the Company, to enter into, assume possession of, or operate the Project Property or any part thereof, absent the judicial appointment of a receiver in accordance with State Law;

(g) We express no opinion as to the enforceability of the provisions in any of the Bond Documents purporting to require that any amendment, modification or waiver be in writing;

(h) [We express no opinion with respect to the rights of the secured party named under the [Deposit Account Control Agreement] ( as defined in the Indenture); and]

(i) Certain remedies, waivers and provisions of the Bond Documents and the Purchaser Documents may not be enforceable; nevertheless, subject to the assumptions and qualifications expressed in this opinion letter, such unenforceability will not render the Bond Documents and the Purchaser Documents invalid as a whole.

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. 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 letter is delivered to the addressees hereof in connection with the Bond Documents and the Purchaser Documents and the transactions contemplated thereby, and the opinions 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 hereof which could affect the conclusions reached in this opinion letter.

Very truly yours,

**ANNEX I to Exhibit B Opinion**

COURT RECORDS REPORT



**Exhibit C**

Opinion of County Attorney

[Subject to Revision by Counsel]

[Letterhead of Counsel to Issuer]

[DATE], 2022

El Corazon Wind LLC	[INSERT NAME OF PURCHASER]
c/o Pattern Energy Group 2 LP	c/o Pattern Energy Group 2 LP
1088 Sansome Street	1088 Sansome Street
San Francisco, CA 94111	San Francisco, CA 94111
Attention: General Counsel	Attention: General Counsel

Torrance County, New Mexico	Rodey, Dickason, Sloan, Akin & Robb, P.A.
205 Ninth Street/P.O. Box 48	P.O. Box 1888
Estancia, New Mexico 87016	Albuquerque, New Mexico 87103

Ladies and Gentlemen:

I am the County Attorney for Torrance County, New Mexico (the "Issuer") in connection with the issuance by the Issuer of its Taxable Industrial Revenue Bond (El Corazon Wind LLC Project), Series 2022A in a maximum principal amount not to exceed \$2,541,000,000 (the "Bonds").

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

A. Executed copies of the Issuer's Resolution Nos. R2021-1 and [NUMBER], establishing the Issuer's notice standards.

B. Copies of the letters from the Issuer to the Torrance County Assessor and each entity located within Torrance County, New Mexico (the "County") authorized to levy taxes on property in the County dated [INSERT DATE], notifying such parties of the Issuer's intent to consider the Bond Ordinance (defined below).

C. The *Affidavit of Publication* dated as of [INSERT DATE], attesting to the publication of the notice of meeting and intent to adopt the Bond Ordinance in *The Independent* on [\_\_\_\_\_, 2022].

D. An executed copy of Ordinance No. [\_\_\_\_-\_\_] adopted by the Board of County Commissioners of the Issuer on [September 28, 2022] (the “Bond Ordinance”).

E. The *Affidavit of Publication* dated as of [INSERT DATE], attesting to the publication of the notice of adoption of the Bond Ordinance in *The Independent* on [INSERT DATE].

F. The Indenture dated as of [CLOSING MONTH] 1, 2022 among the Issuer, [INSERT NAME OF PURCHASER] (the “Purchaser”), El Corazon Wind LLC (the “Company”) and [INSERT NAME OF DEPOSITARY] (the “Indenture”).

G. The Sublease Agreement dated as of [DATE], 2022 between the Issuer and the Company (the “Sublease Agreement”).

H. The Lease Agreement dated as of [CLOSING MONTH] 1, 2022 between the Issuer and the Company (the “Lease”).

I. The Bond Purchase Agreement dated [DATE], 2022 among the Issuer, the Purchaser and the Company (the “Bond Purchase Agreement”, and together with the Indenture, the Sublease Agreement, and the Lease, the “Bond Documents”).

J. Minutes from the Torrance County Board of County Commissioners meeting held on October 13, 2021.

K. Minutes from the Torrance County Board of County Commissioners meeting held on December 8, 2021.

L. Minutes from the Torrance County Board of County Commissioners meeting held on [\_\_\_\_\_, 2022].

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

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

Based on my review of the foregoing and the assumptions, qualifications and limitations contained in this opinion letter, it is my 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. [\_\_\_\_ - \_\_] (the “Bond Ordinance”) was duly adopted by the Board of County Commissioners of the Issuer on [September 28, 2022] in accordance with all applicable laws and has not been repealed or rescinded.

3. To my knowledge, and based solely upon my examination of 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 [DATE], no litigation is now pending before or in the Torrance County District Court or in the Federal District Court for the District of New Mexico or, to my knowledge, 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.

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

A. the authenticity of all documents submitted to me as originals, the genuineness of all signatures and the conformity to authentic originals of all documents submitted to me 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, and in the certificates executed and delivered at closing by officials of the Issuer on the date of this letter;

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; and

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

The opinions expressed in this letter are 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 letter 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 my prior written consent. I make no undertaking to supplement this opinion letter if facts or circumstances come to my attention or changes in the law occur after the date of this letter.

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

Very truly yours,

**Exhibit D**

Opinion of [Laura Medina, Transaction Counsel-Real Estate]

[Subject to Revision by Counsel]

[Letterhead of Transaction Counsel-Real Estate]

[DATE], 2022

Torrance County, New Mexico  
205 Ninth Street/P.O. Box 48  
Estancia, New Mexico 87016

Re: Torrance County, New Mexico Taxable Industrial Revenue Bonds  
(El Corazon Wind LLC Project), Series 2022A in a maximum principal  
amount not to exceed \$2,541,000,000

Ladies and Gentlemen:

I have served as [Assistant General Counsel] on behalf of El Corazon Wind LLC, a Delaware limited liability company (the "Company") and [INSERT NAME OF PURCHASER], a [Delaware] limited liability company (the "Purchaser") in connection with the Lease Agreement dated as of [CLOSING MONTH] 1, 2022 (the "Lease Agreement") between Torrance County, New Mexico, a political subdivision of the State of New Mexico (the "Issuer") and the Company, the Sublease Agreement dated as of [DATE], 2022 (the "Sublease") between the Company, as lessor and the Issuer, as lessee, the Indenture dated as of [CLOSING MONTH] 1, 2022 (the "Indenture") among [INSERT NAME OF DEPOSITARY], as depositary (the "Depositary"), the Issuer, the Company and the Purchaser, and the Bond Purchase Agreement (the "Bond Purchase Agreement") dated [DATE], 2022 among the Purchaser, the Issuer and the Company, pursuant to which the Purchaser has agreed to purchase the Issuer's Taxable Industrial Revenue Bonds (El Corazon Wind LLC Project), Series 2022A in a maximum principal amount not to exceed \$2,541,000,000 (the "Bonds") to be issued under the Indenture. The Indenture, the Bond Purchase Agreement, the Sublease, and the Lease Agreement are collectively referred to herein as the "Bond Documents".



In connection with this transaction, I have reviewed the following documents (collectively, the "Reviewed Documents"): (i) executed copies of the Bond Documents, (ii) the constitutive documents with respect to the Purchaser listed on Schedule 1 attached hereto (the "Operating Documents"), (iii) written resolutions of the sole member of the Purchaser (the "Resolutions") authorizing and approving its execution and delivery of the Indenture and the Bond Purchase Agreement and the consummation of such other actions and agreements necessary or desirable to effect the transactions contemplated thereby, which are listed on Schedule 2 attached hereto, and (iv) a good standing certificate issued by the Secretary of State of the State of [Delaware] (the "Good Standing Certificate") with respect to the Purchaser, dated as of [INSERT DATE] and have made such other investigations of law and fact as I have deemed necessary.

In my examination of the Reviewed Documents, I have assumed the genuineness of all signatures (other than that of the Purchaser), the legal competence and capacity of all individuals who are signatories and the authenticity of all agreements, documents, certificates and instruments submitted to me as originals and the conformity with the originals of all documents, records, agreements, certificates and instruments submitted to me as copies. As to any facts material to this opinion, I have relied exclusively upon my review of the Reviewed Documents.

I have made no independent investigation concerning the possible existence or state of any facts that might be relevant to any of the matters covered in this opinion, including any independent investigation to determine the accuracy of any statement herein qualified by the phrase "to my knowledge."

I express no opinion herein as to the laws of any jurisdiction, except the federal laws of the United States of America and to the extent provided in the immediately succeeding sentence, the [Delaware Limited Liability Company Act and the Delaware Revised Uniform Limited Partnership Act] (the "[Delaware] Acts"). With respect to any matters concerning the [Delaware] Acts relevant to the opinions set forth below, such opinions are based solely on my reading of standard published compilations of such laws. I further disclaim any opinion as to any other statute, rule, regulation, ordinance, order or other promulgation of any national, regional or local body or as to any related judicial or administrative opinion.

I express no opinion on the enforceability of the Bond Documents, or of any remedies which may be provided therein, or with respect to the submission to the jurisdiction of the courts of any jurisdiction of any disputes arising thereunder, or with respect to the applicable choice of law rules that may affect the interpretation or enforcement thereof.

Further, I express no opinion with respect to the effect of any amendments, supplements, renewals, extensions or modifications of the Bond Documents which may be made at any time after the date hereof or from time-to-time.

Based upon the foregoing and in reliance thereon and subject to the assumptions, limitations and qualifications set forth herein, I am of the opinion that:

1. The Purchaser is a limited liability company duly organized and validly existing and in good standing under the laws of the State of [Delaware] and has duly authorized the execution, delivery and performance of the Indenture and the Bond Purchase Agreement.

2. The execution, delivery and performance by the Purchaser of the Indenture and the Bond Purchase Agreement will not (i) conflict with, contravene, or violate the Reviewed Documents, or (ii) conflict with, contravene, violate or constitute a material breach of or default under, any consent decree, agreement or instrument to which the Purchaser is a party or by which the properties of the Purchaser are bound.

3. The execution, delivery and performance by the Company of the Bond Documents will not conflict with, contravene, violate or constitute a material breach of or default under, any consent decree, agreement or instrument to which the Company is a party or by which the properties of the Company are bound.

4. There is no action, suit or proceeding by or before any federal or state court in the United States pending or, to my 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 either of the Indenture or the Bond Purchase Agreement, or (ii) questions the validity or enforceability of the Bonds or either of the Indenture or the Bond Purchase Agreement.

Whenever a statement herein is qualified by the phrase “to my knowledge,” it is intended to indicate that, during the course of my representation of the Purchaser in the transaction described in the first paragraph of this opinion letter and in connection with my legal analysis to support opinion paragraph 4 above, no information that would give me current actual knowledge of the inaccuracy of such statement has come to my attention.

These opinions are rendered as of the date hereof, and I undertake no obligation to advise any person of any change in any matters herein, whether legal or factual, after the date hereof. These opinions are delivered solely in connection with the transactions contemplated by the Bond Documents and are not to be used, circulated (other than to your counsel), quoted or otherwise referred to for any other purpose without my express written consent (except as may be required by law or court order), and no parties other than the addressee, and its permitted successors and permitted assigns, are entitled to rely on them.

*[Remainder of page left blank intentionally]*

Yours very truly,

[Laura Medina]

[Transaction Counsel-Real Estate]



*[Signature page to Opinion of [Transaction] Counsel – Real Estate] – El Corazon Wind IRB*

Schedule 1 to [Transaction Counsel-Real Estate] Opinion

Operating Documents

Limited Liability Company Agreement of [INSERT NAME OF PURCHASER], dated as of [INSERT DATE].

Certificate of Formation of [INSERT NAME OF PURCHASER], dated [INSERT DATE].

Schedule 2 to [Transaction Counsel-Real Estate] Opinion

Resolutions

[INSERT NAME OF PURCHASER] Written Consent of the [Sole Member] dated [INSERT DATE].



**DRAFT**

*El Corazon Wind LLC*

*September 21, 2022*

TORRANCE COUNTY, NEW MEXICO

and

EL CORAZON WIND LLC

---

LEASE AGREEMENT

---

Dated as of [CLOSING MONTH] 1, 2022

\$2,541,000,000

Torrance County, New Mexico  
Taxable Industrial Revenue Bonds  
(El Corazon Wind LLC Project)  
Series 2022A

## TABLE OF CONTENTS

	<b>Page</b>
<b>ARTICLE I RECITALS .....</b>	<b>1</b>
Section 1.01 Recitals.....	1
<b>ARTICLE II DEFINITIONS AND RULES OF CONSTRUCTION .....</b>	<b>2</b>
Section 2.01 Definitions.....	2
Section 2.02 Rules of Construction .....	7
<b>ARTICLE III REPRESENTATIONS .....</b>	<b>7</b>
Section 3.01 Issuer Representations .....	7
Section 3.02 Company Representations .....	8
<b>ARTICLE IV THE PROJECT, THE COMPANY AND AFFILIATED ENTITIES .....</b>	<b>11</b>
Section 4.01 Construction, Acquisition, Equipping, and Completion .....	11
Section 4.02 Plans and Specifications and Changes to the Project Property .....	11
Section 4.03 No Warranty of Condition or Suitability by Issuer.....	12
Section 4.04 Completion Date .....	12
Section 4.05 Gross Receipts and Compensating Tax .....	13
Section 4.06 Compliance With Law .....	14
Section 4.07 Taxes and Utility Charges.....	15
Section 4.08 Maintenance .....	15
Section 4.09 Replacement of Project Property .....	15
Section 4.10 Eminent Domain; Damage; Destruction .....	16
Section 4.11 Insurance .....	16
Section 4.12 Access and Inspection.....	16
Section 4.13 Property Exempt .....	16
Section 4.14 Payments in Lieu of Tax .....	16
Section 4.15 Termination of Lease Agreement or Cessation of Operations and Clawbacks .....	18
Section 4.16 Use of Project Property .....	18
Section 4.17 Organizational Structure .....	18
Section 4.18 Obligations Under Project Site Leases .....	19
Section 4.19 Contracts Relating to the Project Property.....	19
Section 4.20 Restrictive Covenants .....	19
Section 4.21 Annual Certificate .....	19
<b>ARTICLE V LEASE; TERM; POSSESSION; RENT .....</b>	<b>19</b>
Section 5.01 Lease of the Project Property; Term .....	19
Section 5.02 Quiet Enjoyment .....	19
Section 5.03 Project Site Leases .....	20
Section 5.04 Basic Rent and Additional Payments.....	20
Section 5.05 Obligations Unconditional; Rights of Offset .....	20
Section 5.06 Net Lease .....	21
<b>ARTICLE VI SPECIAL COVENANTS .....</b>	<b>21</b>
Section 6.01 Recording and Filing; Further Assurances .....	21
Section 6.02 Release and Indemnification.....	22
Section 6.03 GASB77 Reporting Information.....	23

Section 6.04	Claims; Liens .....	23
<b>ARTICLE VII ASSIGNMENT, LEASING AND SELLING .....</b>		<b>24</b>
Section 7.01	Assignment of Rights by the Issuer .....	24
Section 7.02	No Other Transfer by Issuer .....	24
Section 7.03	Transfer of Project Property, Assignment of Agreement, Mortgage and Sale by the Company	24
Section 7.04	Lender Mortgages .....	25
<b>ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES .....</b>		<b>26</b>
Section 8.01	Events of Default Defined .....	26
Section 8.02	Remedies on Default.....	27
Section 8.03	Issuer Remedies .....	28
Section 8.04	Notice of Default.....	28
Section 8.05	Agreement to Pay Attorneys’ Fees and Expenses .....	28
Section 8.06	Right to Cure Defaults .....	28
<b>ARTICLE IX PREPAYMENTS .....</b>		<b>29</b>
Section 9.01	Prepayments.....	29
<b>ARTICLE X RECONVEYANCE OF PROJECT PROPERTY UPON TERMINATION OR EXPIRATION .....</b>		<b>30</b>
Section 10.01	Reconveyance of Project Property .....	30
<b>ARTICLE XI MISCELLANEOUS.....</b>		<b>30</b>
Section 11.01	Waiver; Consequential Damages .....	30
Section 11.02	Beneficiaries .....	31
Section 11.03	Limitation of Issuer’s Liability .....	31
Section 11.04	No Violation of Public Policies Regarding Indemnity .....	31
Section 11.05	Notices .....	32
Section 11.06	Severability .....	33
Section 11.07	Successors.....	33
Section 11.08	Title, Headings.....	33
Section 11.09	Execution in Counterparts.....	33
Section 11.10	Applicable Law .....	34
Section 11.11	Obligations of Issuer Not Obligations of Officials Individually .....	34
Section 11.12	Non-Merger.....	34
Section 11.13	Payments Due on Days That Are Not Business Days .....	34
Section 11.14	Amendments .....	34
Section 11.15	Survival.....	34
Section 11.16	Relationship .....	34

Exhibit A – Project Site Leases and Real Property covered by Project Site Leases

Exhibit B – Description of the Improvements and Equipment

Exhibit C – Annual PILT Calculation Certificate

Exhibit D – Excerpts from Sublease Agreement Concerning Decommissioning Obligations



TORRANCE COUNTY, NEW MEXICO, a political subdivision of the State of New Mexico (the “Issuer” or “County”), as lessor, and EL CORAZON WIND LLC, a Delaware limited liability company authorized to do business in the State of New Mexico (the “State”), together with its successors, assigns and affiliates (the “Company”), agree:

**ARTICLE I  
RECITALS**

**Section 1.01 Recitals.**

A. The Company has requested that the Issuer issue its Taxable Industrial Revenue Bonds (El Corazon Wind LLC Project), Series 2022A in a maximum aggregate principal amount not to exceed \$2,541,000,000 (collectively, the “Bonds”). The proceeds of the Bonds will be used to finance the Project (defined below).

B. The Issuer is authorized under the County Industrial Revenue Bond Act, NMSA 1978, Sections 4-59-1 to -16 (1975, as amended through 2021) (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 Property (defined below) pursuant to Ordinance No. [\_\_\_\_-\_\_] adopted by the Board of County Commissioners of Torrance County, New Mexico on [September] [28], 2022 (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 [CLOSING MONTH] 1, 2022 (together with any and all amendments and supplements, the “Indenture”) among the Issuer, the Company, [INSERT NAME OF PURCHASER], a [Delaware] limited liability company (together with its successors and assignees, and transferees of the Bonds, the “Purchaser”) and [INSERT NAME OF DEPOSITARY] (the “Depositary”).

D. 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 below).

E. The proceeds of the Bonds will be used to finance the Project (as defined below), and Project Property (as defined below) which is to be leased to the Company under this Lease Agreement (together with all amendments and supplements, this “Agreement”).

F. Pursuant to NMSA 1978, Section 4-59-4(A)(2) (2021), the Company will make annual in-lieu tax payments to the Issuer and to the Corona Public School District, the Estancia Municipal School District, the Moriarty Municipal School District, the Mountainair Public School District, and the Vaughn Municipal School District, as provided in Section 4.14 of this Agreement.

G. The Company has subleased its rights under the Project Site Leases (as defined below) to the Issuer pursuant to the Sublease Agreement (as defined below). The Project Property, which includes the leasehold and easement interests in the real property subject to the Project Site Leases, is to be leased to the Company pursuant to this Agreement.

H. The Issuer deems it desirable, in the best interests of its residents and in accordance with the purposes of the Act, to issue its Bonds and make the proceeds thereof available to the Company pursuant to this Agreement for the purposes described above and in the Indenture.

I. The Bonds are to be purchased under a Bond Purchase Agreement dated as of [INSERT DATE], 2022 (together with any and all amendments and supplements, the “Bond Purchase Agreement”), among the Issuer, the Purchaser and the Company.

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 the Basic Rent (as defined below)).

## **ARTICLE II DEFINITIONS AND RULES OF CONSTRUCTION**

**Section 2.01 Definitions.** All words and terms defined in the Indenture have the same meanings when used in this Agreement. In addition:

“Acquisition Account” has the meaning assigned thereto in Section 601 of the Indenture.

“Additional Payments” has the meaning assigned in Section 5.04(b) of this Agreement.

“Affiliate” means, with respect to the Company, any other Person controlling, controlled by or under common control with the Company.

“Agreement” or “Lease Agreement” means this Lease Agreement dated as of [CLOSING MONTH] 1, 2022 between the Issuer and the Company.

“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.

“Assignment” has the meaning assigned thereto in Section 7.03 of this Agreement.

“Authorized Company Representative” has the meaning assigned thereto in the Indenture.

“Basic Rent” has the meaning assigned in Section 5.04(a) of this Agreement.

“Bonds” means the Torrance County, New Mexico Taxable Industrial Revenue Bonds (El Corazon Wind LLC Project), Series 2022A in an aggregate principal amount not to exceed \$2,541,000,000.

“Bond Counsel” means Rodey, Dickason, Sloan, Akin & Robb, P.A., Albuquerque, New Mexico.

“Bond Documents” means collectively (i) this Agreement, (ii) the Sublease Agreement, (iii) the Indenture, and (iv) the Bond Purchase Agreement.

“Bond Ordinance” has the meaning assigned in Recital B above.

“Bond Purchase Agreement” has the meaning assigned in Recital I above.

“Business Day” has the meaning assigned in the Indenture.

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

“CFE Properties” has the meaning assigned in Section 3.02(t)(ii) of this Agreement.

“Closing Date” has the meaning assigned thereto in the Bond Purchase Agreement.

“Company” has the meaning assigned in the preamble to this Agreement.

“Company Financing” means a transaction or series of transactions with the Lender or Lenders involving credit agreements, loan documents (including without limitation the Loan Agreement), letters of credit, and other instruments evidencing financial obligations to be secured by one or more mortgages, pledges, encumbrances, or other liens on the Project Property to which the Company, its members, or any subsidiary or Affiliate of the Company is a party, entered into or occurring at any time prior to the Closing Date or during the Term and after the date of initial delivery of the Bonds, for the purpose of obtaining financing or refinancing of any existing financing for the use by the Company or any Affiliates.

“Completion Date” has the meaning assigned in Section 4.04 of this Agreement.

[“Common Facilities Easement Agreement” means that certain [Cotenancy, Common Facilities and Easement Agreement] to be entered into after the Closing Date (as defined in the Bond Purchase Agreement) by and among the Company or one or more Affiliates and certain other parties identified therein.]

“Conveyancing Documents” has the meaning assigned in Section 4.01 of this Agreement.

“Default” has the meaning assigned in Section 801 of the Indenture.

“Depositary” has the meaning assigned in Recital C to this Agreement.

“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.



“Equipment” means that equipment and other personal property as described in Exhibit B attached hereto.

“Event of Default” has the meaning assigned in Section 8.01 of this Agreement.

“First Lender Mortgage” means that [Line of Credit Deed of Trust, Assignment of Leases and Rents, Financing Statement, Security Agreement and Fixture Filing or similarly named mortgage instrument] and all amendments, supplements, modifications and replacements thereof, made by the Company for the benefit of the Lender or Lenders creating a lien on the Project Site and the Project Property, to which the Issuer’s interest is subject.

“Governing Body” has the meaning assigned in Section 3.01(b) of this Agreement.

“Improvements” means all improvements as to the Project Site, including but not limited to any buildings or other structures, the Equipment and all other equipment and personal property of any kind acquired with the proceeds of the Bonds prior to the Completion Date which is subject to depreciation for federal income tax purposes and is installed or located at the Project Site and used as part of the Project described in Exhibit B attached hereto.

“Indemnified Persons” has the meaning assigned in Section 6.02 of this Agreement.

“Indenture” has the meaning assigned in Recital C above.

“Issuance Costs” means items of expense related to the authorization, sale and issuance of the Bonds and authorization and execution of the Bond Documents, which items of expense will include, but not be limited to, application fees and expenses, publication costs, printing costs, costs of reproducing documents, filing and recording fees, Bond Counsel fees, Issuer’s financial advisor, County bond counsel and other contract counsel fees, initial fees of Depository and other costs, charges and fees of the Issuer and the Company in connection with the foregoing.

“Issue Date” has the meaning assigned in the form of Bond attached as Exhibit A to the Indenture.

“Issuer” has the meaning assigned in the preamble to this Agreement.

“Issuer PILT Payments” has the meaning assigned in Section 4.14(a) of this Agreement.

“Lender” or “Lenders” means Lenders (as defined in the Loan Agreement) and their agents.

“Leasehold Mortgage” means that [Line of Credit Deed of Trust, Assignment of Leases and Rents and Revenues, Financing Statement, Security Agreement and Fixture Filing or similarly named mortgage instrument], and all amendments, supplements, modifications and replacements thereof, made by the Company for the benefit of the Lender or Lenders and creating among other things, a lien on the Company’s leasehold estate under this Agreement.

“Loan Agreement” means (a) that certain Financing Agreement to be entered into after the Closing Date (as defined in the Bond Purchase Agreement) (as amended, amended and

restated, supplemented or otherwise modified from time to time, the “Financing Agreement”), among, the Lenders (as defined therein), the Company or an Affiliate, as borrower, the Purchaser, an Administrative Agent (as defined therein) and the other parties thereto, providing for, among other things, the financing of the Project and (b) that certain [Letter of Credit, Reimbursement and Loan Agreement or similarly named letter of credit agreement] to be entered into after the Closing Date (as defined in the Bond Purchase Agreement) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “LC Reimbursement Agreement”), among, the Lenders (as defined therein), the letter of credit issuers and an Administrative Agent (as defined therein).

“Losses” has the meaning assigned in Section 6.02 of this Agreement.

“NTTCs” has the meaning assigned in Section 4.05 of this Agreement.

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

“Person” means an individual, corporation, partnership, limited liability partnership, limited liability company, unincorporated organization, association, joint stock company, joint venture, trust, estate, real estate investment trust, government, agency or political subdivision or other entity, whether acting in an individual, fiduciary or other capacity.

“PILT Certificate” has the meaning assigned in Section 4.14(b) of this Agreement.

“PILT Payment Date” has the meaning assigned in Section 4.14 of this Agreement.

“PILT Payments” has the meaning assigned in Section 4.14(a) of this Agreement.

“PILT Rate” means \$2,800, increasing 2.5% (on a non-compounding basis) on January 1, 2027 and on each fifth January 1 thereafter during the Term.

“Project” means the acquisition, development, construction and equipping of that certain wind farm located within the County but outside the boundaries of any incorporated municipality being developed and to be operated by the Company on the Project Site for the purpose of generating electricity, including without limitation all associated Improvements and Equipment.

“Project Property” means (i) any rights of the Company in, or related to, the Project Site owned or hereafter acquired under easements, agreements or leases and assigned or subleased by the Company to the Issuer (including, but not limited to, those rights subleased to the Issuer pursuant to the Sublease Agreement) and (ii) the Improvements.

“Project Site” means the real property located within the County but outside the boundaries of any incorporated municipality upon which the Project is to be located described in Exhibit A attached hereto as may be amended or supplemented at any time pursuant to Section 4.02 of this Agreement.

“Project Site Leases” means, collectively, those certain lease and easement agreements that convey the Project Site to the Company as set forth in Exhibit A attached hereto.

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

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

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

“School Districts” means, collectively, the Corona Public School District, the Estancia Municipal School District, the Moriarty Municipal School District, the Mountainair Public School District, and the Vaughn Municipal School District.

“School District PILT Payments” has the meaning assigned in Section 4.14(a) of this Agreement.

“Section 56-7-1” has the meaning assigned in Section 11.04 of this Agreement.

“Section 56-7-2” has the meaning assigned in Section 11.04 of this Agreement.

“State” means the State of New Mexico.

“Sublease Agreement” means, collectively, those agreements pursuant to which the Company subleases its rights under the Project Site Leases to the Issuer.

“Term” means the period from (a) the date of the execution and delivery of this Agreement by the Issuer and the Company to (b) the earlier of (i) the date of Payment of the Bonds, (ii) the date of termination of this Agreement pursuant to Section 8.02(d), or (iii) [INSERT DATE], 2052.

“Temporary Cessation or Interruption of Operations” has the meaning assigned in Section 4.16 of this Agreement.

“Total Annual Base PILT Amount” means (i) for the years 2023 through 2026, the amount specified in Section 4.14(c) of this Agreement for each respective year; or, (ii) for year 2027 and every year thereafter for the remainder of the Term of the Agreement, the PILT Rate multiplied by the Certified Project MW Capacity specified in the PILT Certificate for each respective year.

“Transfer” has the meaning assigned in Section 7.03 of this Agreement.

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

“Unassigned Rights” means the right of the Issuer to make all determinations and approvals and receive all notices accorded to it under this Agreement and to enforce in its name and for its own benefit the provisions of Sections 4.04 (notice rights only), 4.05, 4.06, 4.12, 4.14, 4.15, 4.16, 4.18, 4.21, 5.04(b), 6.02, 6.03, 6.04, 7.03, 8.03, and 8.05 of this Agreement, with



respect to Issuer fees and expenses; gross receipts and compensating tax; the right to access the Project; the PILT Payments; reports to the Depository and Issuer; environmental matters; transfer, assignment, subleasing, sale and indemnity payments as the interests of the Issuer and related Persons may appear.

**Section 2.02 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, recitals or exhibits are references to articles, recitals, 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 the Indenture.

**ARTICLE III  
REPRESENTATIONS**

**Section 3.01 Issuer Representations.** The Issuer represents that, as of the date of delivery of this Agreement:

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

(b) The Issuer has duly authorized by the Bond Ordinance adopted at a meeting duly called and held, by the affirmative vote of not less than a majority of all of the members of its Board of County Commissioners (the “Governing Body”), 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, without limitation, the acquisition of the Project Property and paying certain costs related to the issuance of the Bonds.

(c) To the knowledge of the Issuer, without independent investigation and without representation as to the validity or enforceability of the Bonds or the Bond Documents, (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.

(d) The Issuer finds and determines that the financing of the Project will be of economic and other benefit to the Issuer, and based upon the representations of the Company as to the location of the Project contained in Resolution No. 2021-37 of the Issuer, the Project is

located within Torrance County, New Mexico, but outside the boundaries of any incorporated municipality.

(e) No litigation, proceedings or investigations are pending or, to the knowledge of the Issuer, threatened against the Issuer at law or in equity before any court, tribunal, governmental authority or arbitration board, seeking to restrain, enjoin or limit the approval or issuance and delivery of the Bonds, the Indenture, the Bond Purchase Agreement, the Sublease Agreement, this Agreement or any other documents pertaining to the Bonds or the Bond Documents to which the Issuer is a party.

(f) To the knowledge of the Issuer, no member, officer or other official of the Issuer has any pecuniary interest whatsoever in the Company or the transactions contemplated by this Agreement.

(g) Based solely on the representation of the Company in Section 3.02(t) of this Agreement, the Issuer acknowledges and consents that the real estate interests comprising the Project Site shall be subject to the rights and obligations of the parties to the Common Facilities Easement Agreement providing for the use of certain common facilities and transmission easements by the Company and the other parties to such agreement.

**Section 3.02 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 and under the laws of the State, and has duly authorized the execution, delivery and performance of the Sublease Agreement, this Agreement, the Indenture and the Bond Purchase Agreement.

(b) The Company has full legal right, power and authority to carry out and consummate the transactions contemplated by the Sublease Agreement, this Agreement, the Indenture and the Bond Purchase Agreement and to incur and perform the obligations provided for therein, all of which have been duly authorized by all proper and necessary action on the part of the Company. No consent or approval of any public authority or third party is required as a condition of validity of the Bond Documents except for such approvals and consents that have already been obtained. The Company has not received any written notice that the Project is not in material compliance with all laws and regulations to which it is subject.

(c) The execution, delivery and performance by the Company of the Sublease Agreement, this Agreement, the Indenture 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 where such conflict, contravention, violation, breach or default could reasonably be expected to materially adversely affect the ability of the Company to perform its obligations under the Bond Documents.

(d) The Sublease Agreement, this Agreement, the Indenture 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) There is no action, suit, proceeding, inquiry or investigation by or before any court, public board or body pending or, to the actual 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, or (iii) questions the authority of the Company to own, lease or operate any of the Project Property.

(f) The Company has not received any written notice of any currently existing violation of any zoning, land use, environmental or other similar law or regulation applicable to the Project Site.

(g) This Agreement will serve as a financing agreement for the purpose of providing payment for the account of the Issuer of such revenues as will be sufficient to pay the principal and interest on, the Bonds, and providing that the Company will be obligated to pay for the maintenance of and insurance (including self-insurance requirements) on the Project as required by the Act. None of the proceeds of the Bonds will be used to provide working capital.

(h) Immediately prior to the effectiveness of the Sublease Agreement, the Project Site Leases are each valid and legally binding against the Company and, from and after the effectiveness of the Sublease Agreement, allow the Company to use the Project Site as tenant or grantee and allow the Company to sublease the Project Site to the Issuer for the purpose of developing and operating the Project subject to the terms and conditions set forth in the Project Site Leases. The Sublease Agreement constitutes a valid, legally binding lease by the Company to the Issuer of the Project Site described therein, to the extent of the rights of the Company under the relevant Project Site Lease(s).

(i) All taxes and assessments due and payable by the Company have been paid or are being contested in good faith by appropriate proceedings, and the Company has filed all tax returns that it is required to file.

(j) The Company intends to complete the Project prior to the Completion Date and will cause to be paid all costs of the Project in excess of money available therefor in the Acquisition Accounts.

(k) 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.



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

(m) As agent for the Issuer, the Company proposes to acquire, construct, install, and equip, or cause to be acquired, constructed, installed, and equipped, the Project. The Company will have responsibility for the installation, acquisition, and equipping of the Project, and may perform the same, by itself or through Affiliates, agents, contractors, subcontractors, or others selected by it, in whatever lawful manner it deems necessary or advisable. With respect to such acquisition, construction, installation, and equipping, the Company will procure from the appropriate State, county, municipal, and other authorities and corporations, connection and discharge arrangements for the supply of utility services for the operation of the Project.

(n) 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.

(o) The Project Property is located within the County but outside the boundaries of any incorporated municipality and the Project is an electric generation facility which does not require both location approval and a certificate of convenience and necessity prior to commencing construction or operation of the facility pursuant to the New Mexico Public Utility Act, NMSA 1978, Sections 62-3-1 to -5 (1967, as amended through 2019).

(p) 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.

(q) The Company acknowledges that the Issuer has made no warranty or representation, express or implied, that the amount in the Acquisition Account will be sufficient to pay the Related Costs or that the Project Property will be suitable for the Company’s needs.

(r) No litigation at law or in equity, nor any proceeding before any governmental agency or other tribunal, involving the Company is pending or, to the knowledge of the Company, threatened, in which any liability of the Company is not adequately covered by insurance or otherwise, or in which any judgment or order would materially and adversely affect the Project, the validity of this Agreement, the Indenture, the Bond Purchase Agreement, or the Sublease Agreement, or the performance of the Company’s obligations thereunder or the transactions contemplated thereby.

(s) 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 Project Property, and all permits, licenses, consents, and permissions necessary for the Project Property have been or will be obtained in due course.

(t) [The Company represents that (i) it will enter into a Common Facilities Easement Agreement, (ii) under the Common Facilities Easement Agreement, it will provide for

the use of certain common facilities and easements comprising Project Property (the “CFE Properties”), (iii) the rights of the Company in and to the CFE Properties is and will be subject to the terms and conditions of the Common Facilities Easement Agreement and (iv) the Company’s sublease of the CFE Properties included in the Project Property pursuant to the Sublease Agreement and its lease of such CFE Properties pursuant to this Lease Agreement will be subject to the terms and conditions of the Common Facilities Easement Agreement.]

The representations of the Company in this Section 3.02 and in any certificate or other instrument delivered by the Company pursuant to any of the Bond Documents or 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.

#### **ARTICLE IV THE PROJECT, THE COMPANY AND AFFILIATED ENTITIES**

**Section 4.01 Construction, Acquisition, Equipping, and Completion.** The Company will, on behalf of and as agent for the Issuer, construct, acquire, install, and equip the Project and will undertake to complete the Project as promptly as practicable. On or prior to the date of issuance and delivery of the Bonds and execution of this Agreement, the Company has conveyed or caused to be conveyed to the Issuer, by sublease, bill of sale and/or such other appropriate transfer or conveyance documents as will vest title in the Issuer (the “Conveyancing Documents”), to all of the Company’s interest in the Project Site under the Sublease Agreement and to any and all Improvements as may exist at that time and thereafter the Company shall transfer legal title to each additional relevant portion of the Improvements acquired by the Company as agent for the Issuer, so that title will vest in the Issuer pursuant to the Conveyancing Documents. All Improvements shall be paid out of proceeds of the Bonds to appropriate vendors or on a reimbursement basis to the Company pursuant to Section 602 of the Indenture. 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. To the extent reasonably possible, the Company will cause the Project to be completed with proceeds of issuance of the Bonds, and the Company will use its best reasonable efforts to cause the Purchaser to carry out its obligations to make advances under the Bonds. After installation, and other than removals in connection with repairs or replacements, the Improvements will at all times during the Term be located in or upon the Project Site. To the extent necessary, after proceeds of the Bonds have been exhausted, the Company will cause the Project to be completed with its own funds or other resources and it will not be entitled to reimbursement or reduction of the Basic Rent. The Company will obtain at the necessary time all licenses and permits required for the occupancy and operation of the Project Property.

**Section 4.02 Plans and Specifications and Changes to the Project Property.** The Company will maintain a set of plans and specifications for the Project during the period of installation and equipping which will be available to the Issuer and the Purchaser for inspection during the Company’s regular business hours. In addition to its rights under Section 4.09 hereof, the Company may, at any time and without the prior consent or approval of the Issuer and the Purchaser, make changes, supplements, modify, remove, substitute, amend and make additions to, the Project Property (including, without limitation, the Project Site Leases and the legal descriptions of the Project Site contained in Exhibit A hereto and in the Project Site Leases and legal descriptions of the Project Site contained in Exhibit A to the Sublease Agreement, provided that any changes, supplements, modifications, removals, substitutions and additions to the

Project Site Leases and legal descriptions of the Project Site contained in Exhibit A hereto and in Exhibit A to the Sublease Agreement shall be effectuated and recorded (if applicable), no later than [January 1, 2024]), and may make changes, conveyances of rights and interests and take other action as provided under the terms of the Project Site Leases [and Common Facilities Easement Agreement] without the prior approval of the Issuer. The Issuer, the Company, and the Purchaser will take such further actions as necessary to effect any such changes including, without limitation, executing, delivering, and recording bills of sale, assignments, amendments or substitutions to the Project Property, the Project Site Leases, the Sublease Agreement, this Agreement and/or the other Bond Documents, and the Governing Body hereby delegates to the Chair of the Governing Body or the County Manager the authority to execute, on behalf of the Issuer, such bills of sale, assignments, amendments or substitutions to the Project Property, the Project Site Leases, the Sublease Agreement, this Agreement and/or the other Bond Documents, subject to review by the County Attorney as to legal sufficiency. Notwithstanding the foregoing, the Company will not make any changes, supplements, modifications, amendments, additions, removals, or substitutions or otherwise change or operate the Project Property or permit the Project Property 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 results in the Bond proceeds being applied in a manner other than as provided in the Bond Documents.

**Section 4.03 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 4.03 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 4.04 Completion Date.** The Company will complete or cause the Project to be completed as promptly as practicable, but no later than the fifth anniversary of the date of this Agreement. On the date the Project is complete, in the sole opinion of the Company (the “Completion Date”), the Company will deliver to the Issuer and Depositary a certificate signed by an Authorized Company Representative stating that, except for specified amounts remaining in the Acquisition Account for any specified Related Costs incurred by the Company but not then due and payable, the Project is complete in all material respects and all material 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 Account to the Company, pursuant to Section 606 of the Indenture, the Company will have the sole responsibility for the payment of any Related Costs in excess of the amount specified to be retained in the Acquisition Account. 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 and each component of the Project Property.

**Section 4.05 Gross Receipts and Compensating Tax.**

The Company will act as agent for the County with respect to the Project and in acquisition of the Project Property or any component thereof. The County authorizes the Company to act as agent for the purchase of wind generation equipment used to generate electricity from wind energy and related equipment as defined in NMSA 1978, Section 7-9-54.3 (2010) with respect to the Project. The Company, either on its own behalf or as an agent for the Issuer pursuant to Section 4.01 hereof and this Section 4.05, will file returns for reporting and paying compensating tax which may be due because of the Project and will pay prior to delinquency, as a Related Cost, any gross receipts or compensating tax due from the Issuer under any such returns. To the extent consistent with State law, the Issuer will cooperate with the Company in the obtaining of Nontaxable Transaction Certificates (“NTTCs”) to be issued to vendors and contractors by the Company, as agent for the Issuer, in order to permit the vendors and contractors to claim deductions available under the New Mexico Gross Receipts and Compensating Tax Act for their receipts from selling tangible personal property for the Project, to the Company, as agent for the Issuer. 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 such entities 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; provided, except as otherwise provided in Section 6.02 hereof, that the Company shall have no liability for any penalties or other charges related to any delay or default by the Issuer in the performance of its obligations under this Agreement. 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, provided the Company will not pursue a dispute without notice to the Issuer and will not pursue any dispute that, in the reasonable opinion of the Issuer, may materially and adversely affect the interests or rights of the Issuer. During the period of such contest and any related appeal, this Section 4.05 will be deemed satisfied with respect to the matters so contested. The Issuer will, at the expense of the Company, join in any reasonable modifications to this Agreement which are necessary or desirable to obtain NTTCs 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 Project or the operations at the Project by the Company. The Company will employ NTTCs solely to purchase Project Property or any component thereof with proceeds of the Bonds, and will not employ NTTCs for purchases after the Completion Date. It is the intention of the Issuer, that the Company shall be deemed to be acting as agent for the Issuer with respect to all purchases of Project Property or any component thereof with proceeds of the Bonds on the terms set forth herein, even if certain purchasing and delivery documentation (including but not limited to receipts, invoices, and forms and corresponding documentation for the purchase of goods) may not expressly disclose or identify such agency relationship.



The Issuer and the Company understand that the receipts of vendors from the sale of tangible personal property to the Issuer, which tangible personal property is included in the Project Property (but excluding certain “construction material”, as defined in NMSA 1978, Section 7-9-3.4(B) (2020) and modified at NMSA 1978, Section 7-9-54(A)(3) (2018)), will be deductible from gross receipts or governmental gross receipts, and exempt from compensating tax, to the extent permitted by NMSA 1978, Sections 7-9-14 (2001) and 7-9-54 (2018) and 3.2.212.22 NMAC and sections of the New Mexico Statutes Annotated (NMSA) and the New Mexico Administrative Code (NMAC) under which such provisions or similar provisions may be codified or renumbered in the future. The deduction from gross receipts or governmental gross receipts, and the exemption from the compensating tax, will not apply to purchases of Project Property except as provided in the preceding sentence, and except as contemplated in the preceding sentence, the Company will not be authorized by this Agreement to provide NTTCs to vendors.

**Section 4.06 Compliance With Law.** The Company will obtain or cause to be obtained all necessary permits and approvals for the construction, occupancy, operation, and maintenance of the Project Property, and will comply in all material respects with all Applicable Environmental Laws and any applicable laws and requirements of any governmental body, agency, or department. The Company may in good faith contest the validity or the applicability of any such law or requirement. During the period of such contest and any related appeal, this Section 4.06 will be deemed satisfied with respect to the law or requirement so contested.

To the extent that the use which the Company makes of the 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 Property, 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.

The Company agrees to promptly notify the Purchaser and the Issuer of any violation or alleged violation of any Applicable Environmental Laws of which they receive written notice.

The Company shall, at its 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 by the Company or its employees, agents or contractors. If the Company fails to timely take any action required under this Section 4.06 after written 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 therefor, 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

members of the Issuer's Governing Body, its 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 caused by the Company or its employees, agents, or contractors 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 4.06: (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 willful misconduct of the Issuer or any of the members of the Issuer's governing body or its employees or agents.

**Section 4.07 Taxes and Utility Charges.** The Company will pay or cause to be paid, as and when due, (a) 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, (b) all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project Property and (c) 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 4.07 will be deemed satisfied with respect to any such levy, tax, assessment or other charge so contested.

**Section 4.08 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 good repair and in such operating condition as is needed, in its sole discretion, for its operations and make all necessary repairs and replacements to the Project Property (whether ordinary, extraordinary, structural, nonstructural, foreseen and unforeseen). In addition, the Company will comply with all of its decommissioning obligations under the Project Site Leases, the applicable provisions of which are excerpted in Exhibit D attached hereto, which Exhibit D, notwithstanding any amendment to the Project Site Leases, shall not be amended, or deemed to be amended, without the prior written consent of the Issuer.

**Section 4.09 Replacement of Project Property.** In addition to its rights under Section 4.02 hereof, the Company may from time to time replace any machinery, equipment or fixtures constituting a part of the Project Property leased hereunder by such entity, and 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 the reasonable 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 4.09 to be so replaced or removed. The provisions of Section 10.01 hereof govern the form of any such instruments. The removal from the Project of any portion of the machinery, equipment or fixtures, if any, pursuant to the provisions of this Section 4.09 will not entitle the Company to any abatement or diminution in amount of the Basic Rent, Additional Payments or PILT Payments 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; title to such property will not

thereby be transferred to the Issuer. [Consider additional language to cover conveyances of “last leg” gen-tie property.]

**Section 4.10 Eminent Domain; Damage; Destruction.** The Company will give prompt notice to the Issuer and the Purchaser of any damage to or destruction of the Project Property that results in the Project no longer being a qualified “project” as defined in and as contemplated by the Act. If any of 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 or with respect to or from any damage to or destruction of all or any portion of the Project Property shall be paid to the Company.

**Section 4.11 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 comprehensive general liability insurance against liability for (a) 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 (b) if the Company has employees, claims 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 4.12 Access and Inspection.** Subject to the terms of the easements applicable to the Project Site and the Project Site Leases, which, to the Company’s knowledge, will not prevent Issuer’s access and entry to the Project Site, the Company will give the Issuer, the Purchaser and their duly authorized agents, during regular business hours, upon two (2) Business Days’ prior notice, such rights of access and entry onto the Project Site for any reasonable purpose of the Issuer or the Purchaser, as applicable, contemplated by this Agreement. At the sole option of the Company, any such access or entry shall include being escorted by a representative of the Company. During any such access or entry, the Issuer and Purchaser shall comply with all safety related rules and policies of the Company or its contractors.

**Section 4.13 Property Exempt.** The Issuer and the Company acknowledge that during the Term, the Project Property will be exempt from property taxation pursuant to NMSA 1978, Section 7-36-3 (2019).

**Section 4.14 Payments in Lieu of Tax.**

(a) *PILT Payment Date.* During the Term, the Company shall make annual payments in lieu of taxes to the Issuer (the “Issuer PILT Payments”) and the School Districts (the “School District PILT Payments” and, together with the Issuer PILT Payments, the “PILT Payments”) as provided herein, beginning on the first Business Day of January 2023, and, thereafter, on the first Business Day of January in each succeeding year (each such payment date,

a “PILT Payment Date”). In the event that payment of any such PILT Payment is not made when due, the Issuer or the School Districts, upon giving the Company no less than thirty (30) day’s written notice, may, but are not required to, impose a late fee equal to five percent (5%) of the amount not paid following expiration of such thirty (30) day notice period.

(b) *PILT Certificate.* At least one month prior to each PILT Payment Date, the Company shall deliver to the Issuer, with a copy to each of the School Districts, a certificate substantially in the form of Exhibit C hereto (the “PILT Certificate”) (i) certifying the total number of megawatt nameplate installed capacity for the Project on the Project Site, effective as of the date of the certificate, and (ii) calculating the amounts of the PILT Payments in accordance with the formula shown on the PILT Certificate or as otherwise specified in the PILT Certificate, except that the amounts of the PILT Payments for the years 2023 through 2026 shall be the amounts set forth in Section 4.14(c) below. All PILT Payments shall be distributed in accordance with NMSA 1978, Section 4-59-4(A)(2) (2021) between the Issuer and each of the School Districts. The School District PILT Payments specified on each applicable PILT Certificate shall conform to the requirement specified at NMSA 1978, Section 4-59-4(A)(2)(d) (2021), and not taking into account any subsequent amendment thereto.

(c) *PILT Payments for the Years 2023 through 2026.* On the applicable PILT Payment Date for the years 2023 through 2026, the PILT Payments made to the Issuer and to the School Districts shall be as follows: (i) for the year 2023, the total amount (in the aggregate) of fifty thousand dollars (\$50,000) (and said amount shall be the Total Annual Base PILT Amount for such purposes), which shall be apportioned as set forth on the PILT Certificate for the year 2023; (ii) for each of the years 2024 and 2025, the total amount (in the aggregate) of one hundred thousand dollars (\$100,000) (and said amount for each such year shall be the Total Annual Base PILT Amount for such purpose for each such year), which shall be apportioned as set forth on the PILT Certificates for the years 2024 and 2025, respectively; and (iii) for the year 2026, the Total Annual Base PILT Amount that would have been due for 2026 by multiplying the PILT Rate by the Certified Project MW Capacity indicated on the PILT Certificate for year 2026 (the “2026 Base PILT Amount”), plus an additional amount sufficient to make the 2023 through 2025 PILT Payments equal to the 2026 Base PILT Amount (but credited by the PILT Payments paid for the years 2023, 2024, and 2025).

(d) *PILT Payments for the Year 2027 through the Remainder of the Term.* On the PILT Payment Date for the years 2027 through the remainder of the Term, the Company shall pay (i) to the Issuer, an amount equal to the Issuer PILT Payment as set forth in the PILT Certificate for such year; and (ii) to each of the School Districts, an amount equal to the portion of the School PILT Payments payable to them as set forth in the PILT Certificate for such year.

(e) *Increased Capacity.* In any year in which there is an increase in the megawatt nameplate installed capacity using existing assets, the Company will make increased PILT Payments based on the calculation set forth in the PILT Certificate. In the event that the Company proposes to increase the megawatt nameplate installed capacity for the Project by purchasing additional equipment, or construction of a new project by the Company, the Company will advise the County of its intent, and, if appropriate, request the issuance of additional industrial revenue bonds.



**Section 4.15 Termination of Lease Agreement or Cessation of Operations and Clawbacks.**

(a) In the event the Company terminates this Agreement or if there is a cessation of operations of the Project (other than the Temporary Cessation or Interruption of Operations), the Company will take all necessary action to have the Project Property assessed for property tax purposes in the name of the Company promptly following termination of the Agreement or cessation of operations. Effective as of the date of termination, the Company's obligation to pay any future PILT Payments shall cease and the Company shall not be liable for any such PILT Payments due and payable after the termination date or cessation date, provided that the Company or the successor in interest in the Project Property shall be liable for property taxes thereafter levied on the Project Property.

(b) If, within [five (5)] years of the date of issuance of the Bonds, the Company fails to complete the Project or the Project ceases operations (other than for Temporary Cessation or Interruption of Operations) or the Term of the Agreement has expired), the Company will pay to the Issuer (for the account of all taxing entities within whose jurisdiction the Project is or is to be located), within ninety (90) days of such cessation or non-completion of the Project, an amount equal to 100% of: (i) the ad valorem taxes on real and personal property that the Company did not pay, but would have been required to pay if the Bonds had not been issued by the Issuer and the Project Property had been subject to ad valorem taxation, calculated using the mill levy rates and property tax valuations imposed in each applicable tax year, plus (ii) the amount of gross receipts tax that was not paid, but would have been payable by vendors of Project Property if the Bonds had not been issued and receipts from sales of Project Property had not been deducted from gross receipts of the vendors under NMSA 1978, Section 7-9-54 (2018), plus (iii) the amount of compensating tax that was not paid, but would have been payable by the Company pursuant to NMSA 1978, Section 7-9-14 (2001) with respect to Project Property if the Bonds had not been issued. Any payments required to be made under this Section 4.15(b) shall be reduced by any PILT Payments made by the Company.

**Section 4.16 Use of Project Property.** Following the Completion Date, the Company will use or cause the Project Property to be used, and Issuer grants the Company the full right to use, 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 4.16, "continuously" means regularly and on a schedule consistent with that of similar facilities in the State. Temporary cessation or interruption of operations, cessation of operations during any outbreak, epidemic, pandemic, or an escalation of hostilities or other national or international calamity or crisis, 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, terror attacks, shortages of materials or supplies, inclement or destructive weather conditions, or any other reason beyond the reasonable control of the Company, or other similar circumstances (collectively, the "Temporary Cessation or Interruption of Operations") will not constitute a failure by the Company to comply with this Section 4.16.

**Section 4.17 Organizational Structure.** The Company shall have the right to change its organizational structure, including but not limited to a change in control, so long as such a change does not result in the 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, as applicable, all or part of the obligations of the Company transferred to such entity under the Bond Documents. Original executed copies of such assumption will be delivered to each of the other parties promptly following the effective date of such succession or transfer. To the extent necessary under the laws of the State, the Company will become and remain authorized to transact business in the State and the Company will remain in good standing in the State.

**Section 4.18 Obligations Under Project Site Leases.** The Company will make or cause to be made all payments and perform or cause to be performed all obligations of the grantee/tenant under the Project Site Leases. The Company or relevant Affiliate(s) may, in good faith, contest the obligation to pay or perform under the Project Site Leases in appropriate legal or other proceedings. During the period for such contest and any related appeal, this Section 4.18 will be deemed satisfied with respect to such payment or obligation so contested.

**Section 4.19 Contracts Relating to the Project Property.** The Company may enter into or amend, modify or supplement contracts relating to that part or component of the Project Property it leases, including without limitation the Project Site Leases, without the consent of Issuer, provided that such contract, amendment, modification or supplement will not change the nature of the Project as a qualified “project” as defined in and as contemplated by the Act or impose any liability on Issuer.

**Section 4.20 Restrictive Covenants.** The Company will comply with all applicable restrictive covenants, if any, which run with and bind the Project Site.

**Section 4.21 Annual Certificate.** The Company will furnish the Issuer, the Purchaser and the Depositary (until its duties cease pursuant to Section 9.04(d) of the Indenture), on or before the anniversary of the date of this Agreement of each year while the Bonds are outstanding, commencing [INSERT DATE], 2023, a certificate of the Company signed by an Authorized Company Representative stating that the Company has made a review of its activities during the preceding calendar year for the purpose of determining whether or not the Company has complied with all of the terms, provisions and conditions of this Agreement and the Company has, to the best of its knowledge, kept, observed, performed, and fulfilled each and every covenant, provision and condition of this Agreement on its part to be performed and is not in default in the performance or observance of any of the terms, covenants, provisions or conditions hereof, or if the Company will be in default, such certificate will specify all such defaults and the nature thereof.

## **ARTICLE V LEASE; TERM; POSSESSION; RENT**

**Section 5.01 Lease of the Project Property; Term.** In consideration of the payment of Rent and for other good and valuable consideration, the Issuer leases the Project Property to the Company for the Term, subject to the terms and conditions of this Agreement.

**Section 5.02 Quiet Enjoyment.** The Issuer will not take any action, other than pursuant to Section 4.12 or Article VIII hereof, to prevent the Company from having quiet and peaceable possession and enjoyment of the component of the Project Property that it leases hereunder

during the Term (except to the extent the Issuer is acting solely in its capacity as a governmental entity with power of Eminent Domain, in which event the provisions of Section 4.10 hereof, shall control and the Company shall have all rights against the Issuer that any other party subject to Eminent Domain may have to recover for any interest taken) and will, at the request of the Company and at the expense of the Company, 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 rights to such possession and enjoyment against any third party.

**Section 5.03 Project Site Leases.** Issuer will not terminate, accept termination, amend, modify or waive provisions of the Project Site Leases without Company's prior written approval, which may be given or withheld in Company's sole and absolute discretion.

**Section 5.04 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 necessary 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 (collectively, the "Basic Rent"). The parties acknowledge that the Company may pay, discharge, and redeem the Bonds for the account of the Issuer by offsetting amounts owed under the Bonds to the Purchaser against monies due and payable 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 advances on the Bonds under the Indenture.

(b) The Company will also make the following payments (the "Additional Payments") to or on behalf of the Issuer or the School Districts, all actual and customary out-of-pocket costs and expenses (including, but not limited to, financial advisor fees, counsel fees, whether contract county attorney fees, bond counsel or any other counsel representing the Issuer or the School Districts in connection with matters arising under this Lease Agreement) actually paid or incurred by the Issuer or the School Districts in connection with: (i) the negotiation, preparation, approval, execution and delivery of the Bonds, the Indenture, this Agreement, the Sublease Agreement and the other documents and instruments related hereto and thereto; (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 negotiation, preparation and review of any documents in connection with a Transfer and an Assignment; (iv) 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; (v) the servicing and administration of the Bonds during the Term or thereafter; and (vi) any requested subordination of the Issuer's interest in the Project Property to a Lender or Lenders.

**Section 5.05 Obligations Unconditional; Rights of Offset**

(a) Except as otherwise provided in Section 5.05(b) below, the obligation of the Company to pay Rent and to perform its other obligations under this Agreement is absolute and unconditional and will not be subject to diminution by setoff, counterclaim, abatement or otherwise, whether as a result of 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 any of its obligations under this Agreement, the Company may, subject to the limitations imposed by Section 11.03 hereof, initiate such action against the Issuer as the Company may deem necessary to compel such performance of the 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 that 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 or a component thereof. In such event, if no Event of Default has occurred and is continuing, the Issuer will cooperate with the Company, at the expense of 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 foregoing provisions of this Section 5.05, it is the intention of this Agreement that the Company shall make the Basic Rent payments to the Purchaser for the account of the Issuer, in such amounts and at such times as are necessary to make all payments of principal of, interest on, and redemption price of the Bonds 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 by the Company 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 provided in Section 602 of the Indenture. The Purchaser will look only to the Company for payment of the Bonds upon the security granted in the Indenture for the Company's obligations under this Agreement. As described in Section 7.01 hereof, the Issuer will assign and pledge to the Purchaser certain of its rights, title and interests in and to this Agreement including without limitation the right to receive payments hereunder.

**Section 5.06 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 5.05(b) hereof, free of any deductions and without abatement, diminution or setoff.

## **ARTICLE VI SPECIAL COVENANTS**

**Section 6.01 Recording and Filing; Further Assurances.** The Issuer and the Company will, at the direction of the Purchaser or of the senior secured lenders of the Purchaser or the Company, including the Lender or Lenders, or an agent therefor (which shall be deemed beneficiaries of this provision) and 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 or the Company in the Project Property, including, without limitation, the filing of financing statements and continuation statements and the execution, acknowledgment, delivery, filing and recordation of any other necessary agreements and instruments. The Issuer will cooperate with the Company in all such matters.



## **Section 6.02 Release and Indemnification.**

(a) The Company releases the Issuer and members of its Governing Body, officers, employees, designated representatives, agents or other elected or appointed officials of the Issuer, past, present or future (collectively, hereinafter the “Indemnified Persons”) from, and the Company will indemnify and hold the Indemnified Persons harmless from and against, any and all claims, damages, demands, expenses, liabilities and losses of every kind, character and nature (the “Losses”) asserted by or on behalf of any Person against the Indemnified Persons, including litigation expenses, attorney’s fees or court costs in connection with (i) the execution and delivery of this Agreement and the Indenture and the obligations imposed on the Issuer under this Agreement and the Indenture, any actions taken by the Issuer in connection with the performance of this Agreement and the Issuer’s legal ownership or leasing of the Project Property; (ii) the offering, sale, delivery, or remarketing of the Bonds including but not limited to any liability that may arise under federal or New Mexico securities laws as a result of inaccurate information supplied by the Company in connection with the issuance of the Bonds or any subsequent sale or redemption of the Bonds; (iii) the construction, equipping, operation, use, occupancy and maintenance of the Project by the Company and/or its affiliates and any written statements or representations made or given by the Company and/or its affiliates or any of their respective officers or employees to the Indemnified Persons, with respect to such construction, equipping, operation, use, occupancy or maintenance of the Project, including, but not limited to, statements or representations of facts and other information regarding the operational affairs and financial position of the Company; (iv) any loss or damage to property or any injury to or death of any natural person that may be occasioned by any cause whatsoever relating to the operation, installation, maintenance and use of the Project Property; and (v) any loss or damage incurred by the Issuer as a result of violation by the Company of the provisions of Section 3.02 hereof. The Company also covenants and agrees, at its expense, to indemnify the Indemnified Persons from and against, all costs, reasonable attorney’s fees, expenses and liabilities incurred involving any claim, action or proceeding brought by reason of any such claim. The Company will not be liable for any settlement of any proceeding made without its consent (which consent will not be unreasonably withheld) but if settled with the consent of the Company or if there be a final, unappealable judgment for the plaintiff in any such action, the Company will indemnify and hold harmless the Indemnified Persons.

(b) The Company will also indemnify the Issuer or any Indemnified Person for all reasonable costs and expenses, including reasonable counsel fees, incurred in: (i) enforcing any obligation of the Company under this Agreement or any related agreement, (ii) taking any action requested by the Company, (iii) taking any action required by this Agreement or any related agreement or (iv) taking any action considered necessary by the Issuer and which is authorized by this Agreement or any related agreement.

(c) The Company will not be obligated to indemnify the Issuer or any other Indemnified Person(s) under subsections (a) and (b) of this Section 6.02, to the extent any Losses are caused or occasioned by the gross negligence or willful misconduct of the Issuer or any other Indemnified Person(s) or if a court of competent jurisdiction finds that the Losses in question were caused by the willful misconduct or gross negligence of the Issuer or the involved Indemnified Person(s).

(d) In case a claim is made or any action or proceeding is brought against an Indemnified Person based on matters described in this Section 6.02 and for which indemnity is sought against the Company pursuant to this Section 6.02, the Indemnified Person shall promptly notify the Company in writing, and the Company, upon receipt of that notice, 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 Indemnified Person to provide timely notice will not relieve the Company from its obligations under this Section 6.02 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 6.02 shall be reduced by an amount equal to the amount of the loss sustained by the Company solely as a result of such failure to notify. If the Indemnified Person is advised in a written opinion of counsel that there may be legal defenses available to the Indemnified Person which are adverse to or in conflict with those available to the Company, or that the defense of the Indemnified Person should be handled by separate counsel, the Company shall not have the right to assume or cause the assumption of the defense of the Indemnified Person. 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 the Indemnified Person shall be paid by the Company. Notwithstanding, and in addition to any of the foregoing, the Indemnified Person 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 Indemnified Person unless the employment of such counsel has been specifically authorized in writing by the Company. 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 Indemnified Persons.

**Section 6.03 GASB77 Reporting Information.** The Company shall provide to the Issuer annually, or more frequently if the Issuer so requests, such information concerning (a) expenditures of proceeds of the Bonds; (b) the estimated value of the Project Property; (c) 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 (d) all other information reasonably requested by the Issuer for the purpose of the Issuer's annual disclosure of tax expenditures under Statement No. 77 of the Governmental Accounting Standards Board.

**Section 6.04 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 claim is asserted or 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, and the Company will have the sole right and duty to assume the defenses of the same and will have the power to litigate, compromise or settle the same.

**ARTICLE VII  
ASSIGNMENT, LEASING AND SELLING**

**Section 7.01 Assignment of Rights by the Issuer.** As security for the payment of the Bonds, the Issuer will assign and pledge to the Purchaser all right, title and interest of the Issuer in this Agreement (other than the Unassigned Rights), including, without limitation, the Basic Rent payable by the Company, and hereby directs the Company to make such Basic Rent payments directly to the Purchaser, and will grant to the Purchaser a security interest in the Project Property. The Company hereby consents to such assignment and pledge and grant and agrees that it will make payments directly to the Purchaser without defense or setoff by reason of any dispute between the Company and the Issuer or the Purchaser, and hereby further agree or will agree that its respective obligations to make payments hereunder and to perform its other agreements contained herein are absolute and unconditional. The Purchaser is an intended third party beneficiary of the Company's obligations in this Agreement.

**Section 7.02 No Other Transfer by Issuer.** Except for the assignment described in Section 7.01 and Article X hereof, 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. The parties agree that the Company will be entitled to injunctive relief and specific performance (in addition to any other remedies available to it at law or in equity) to enforce the provisions of this Section 7.02.

**Section 7.03 Transfer of Project Property, Assignment of Agreement, Mortgage and Sale by the Company.** The rights of the Company in the Project Property may at any time, and from time to time, be assigned, leased, subleased, mortgaged, encumbered, conveyed, transferred or sold as a whole or in part by the Company (each, a "Transfer") and the rights of the Company under this Agreement may at any time, and from time to time, be assigned (each, an "Assignment") in whole or in part by the Company with the prior written consent of the Issuer. With respect to any Transfer and Assignment, the transferee/assignee must agree to be bound by and assume all of the terms, obligations and agreements of the Company under this Agreement. 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. Notwithstanding any other provisions in this Agreement to the contrary, except as otherwise set forth in the immediately preceding sentence and Section 8.06(c) hereof, no mortgagee or assignee shall be liable for the performance or observance of any of the obligations or duties of the Company under this Agreement and the collateral assignment of this Agreement by the Company to any mortgagee or assignee shall not give rise to any duties or obligations whatsoever on the part of such mortgagee or assignee owing to the Issuer. In the event that any mortgagee or assignee is liable under this Agreement, liability in respect of any and all obligations of any such party under this Agreement shall be limited solely to such party's interest in the Project (and no officer, director, employee, shareholder or agent thereof shall have any liability with respect thereto).

**Section 7.04 Lender Mortgages.** The Issuer and the Company expressly acknowledge the priority of the lien of each Lender or the Lenders on the Project Property under the First Lender Mortgage and/or the Leasehold Mortgage over the interests of the Issuer and over the security interests granted to the Purchaser created under the Indenture as set forth in Sections 301 and 304 of the Indenture. The Company and the Issuer agree that so long as the First Lender Mortgage and/or the Leasehold Mortgage are not discharged or reconveyed, or until written notice of prepayment and reconveyance is given to the Issuer by the Company as to a component of the Project Property, the following provisions will apply:

(a) No termination, cancellation, surrender, amendment, modification or supplement to this Agreement or the Sublease Agreement by the Company, nor the waiver by the Company of any of the provisions of this Agreement or the Sublease Agreement nor the giving by the Company of any consent, will be effective as to the Lender or Lenders unless consented to in writing by the Lender or Lenders.

(b) The Issuer, upon providing the Company any notice of (i) default under this Agreement or the Sublease Agreement or (ii) a matter on which the Issuer may predicate or claim a default, will at the same time provide a copy of such notice to the Lender or Lenders. The Issuer will have no liability for the failure to give any such notice, except that no such notice by the Issuer to Company will be deemed to have been duly given to the Lender or Lenders unless and until a copy thereof has been so provided to the Lender or Lenders. The Company will provide the Lender or Lenders with copies of all notices delivered to the Issuer under this Agreement, the Sublease Agreement and the Indenture.

(c) So long as the Leasehold Mortgage is in existence, unless the Lender or Lenders otherwise expressly consent in writing, title to the Project held by the Issuer and the leasehold estate of the Company created by this Agreement will not merge but will remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold estate by the Issuer or by the Company or by a third party, by purchase or otherwise.

(d) Notices from the Issuer to the Lender or Lenders will be mailed to the respective address of the Lender or Lenders set forth in Section 11.05 and those notices from the Lender or Lenders to the Issuer will be mailed to the address designated pursuant to the provisions of this Agreement. Such notices, demands and requests will be given in the manner described in this Agreement.

(e) The Issuer acknowledges that, in the event of damage to the Improvements on the Project due to casualty or condemnation, the casualty insurance proceeds or condemnation proceeds, as the case may be, will be applied in accordance with the terms of the First Lender Mortgage. In the event of any conflict between the provisions of this Agreement and the provisions of the First Lender Mortgage with respect to application of casualty and condemnation proceeds, the provisions of the First Lender Mortgage will control.

(f) Notwithstanding any provisions of this Agreement to the contrary, no default or event of default under the Loan Agreement or any other document or instrument evidencing or securing the indebtedness secured by the First Lender Mortgage or the Leasehold Mortgage will, in and of itself, constitute a default or Event of Default under this Agreement.



(g) Issuer will not encumber Issuer's interest in the Project Property or assign Issuer's interest in this Agreement, except as Issuer has previously done pursuant to the Indenture or as permitted under Section 7.01 hereof.

(h) As long as the Lender or Lenders (including without limitation any of their successors and assigns) holds any mortgages, security deeds or deeds of trust, including without limitation the Leasehold Mortgage, in the leasehold estate of the Company hereunder, the Company will have the right, but not the obligation to cure any defaults under this Agreement as provided in Section 8.06 hereof.

(i) In the event of the foreclosure upon the rights of the Company in this Agreement (or acceptance of a deed in lieu of foreclosure), if the interests of the Issuer hereunder are not foreclosed, this Agreement shall remain in full force and effect, and the purchaser at foreclosure shall succeed to all of the rights and obligations of the Company hereunder without consent of any Person. In that event, the Issuer will execute and deliver any reasonable requested documents to confirm such succession and the rights and obligations of the succeeding party, at the sole expense of the succeeding party.

(j) The Company's obligation to make Basic Rent payments under this Agreement is subordinate to the Company's obligations under the Loan Agreement.

(k) Upon the Company's or Lender's request, Issuer agrees to waive for the benefit of the Lender or Lenders any landlord's lien that arises by virtue of the agreements of the Company under this Agreement or pursuant to NMSA 1978, Section 48-3-5 (1997) or similar or successor statutes, and enter into a commercially standard access agreement as to collateral on which the Lender or Lenders have a lien to the extent the collateral secures the obligations of the Company under the Loan Agreement.

## **ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES**

**Section 8.01 Events of Default Defined.** Each of the following events is an "Event of Default":

(a) Failure by the Company to make any Rent payment when due which continues unremedied for a period of thirty (30) days after notice of non-payment by the Issuer or the Purchaser.

(b) Any representation or warranty 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 thirty (30) days after written notice, specifying such error and requesting that it be remedied, is given by the Issuer or the Purchaser, unless such error cannot be remedied within thirty (30) days and the Company has initiated corrective action within thirty (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 against the Company 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 the affairs of the Company, and the continuance of any such decree or order remains unstayed and in effect for a period of sixty (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 insolvency of the Company shall be grounds for default as long as Basic Rent, Additional Payments, including the PILT Payments and 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 material obligations under this Agreement, other than the payment of Rent, for a period of thirty (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 cannot be remedied within thirty (30) days and the Company has instituted corrective action within thirty (30) days after such notice and diligently pursues such action until such failure is remedied.

(e) Failure by the Company to make the PILT Payments required by Section 4.14 of this Agreement when due.

**Section 8.02 Remedies on Default.** If an Event of Default occurs and is continuing, the Purchaser and only the Purchaser, 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 Payment of the Bonds and all Additional Payments then owed by the Company 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 and the Sublease Agreement; provided, however, that upon any such termination, the Issuer shall immediately re-convey the Project Property to the Company in accordance with Article X hereof.

In the enforcement of the remedies provided in this Section 8.02, the Purchaser, as the assignee of the Issuer and on behalf of the Issuer, will treat all expenses of enforcement, including, without limitation, legal, accounting and advertising fees, as Additional Payments then due and owing. As the assignee of the Issuer, the Purchaser has sole responsibility for the exercise of any remedies if an Event of Default occurs and is continuing except to the extent provided in Section 8.03 hereof.

**Section 8.03 Issuer Remedies.**

(a) If an Event of Default by the Company has occurred with respect to its obligations set forth in Sections 4.04, 4.05, 4.06, 4.07, 4.08, 4.12, 4.14 (with respect to Issuer PILT Payments), 4.15, 4.16, 4.18, 5.04(b), 6.02, 6.03, 6.04, 7.03, 8.01(d) and 8.05 and such failure continues for sixty (60) days after the Issuer, or with respect to the obligations set forth in Sections 4.14 (with respect to School District PILT Payments) and 5.04(b) hereof, one or more of the School Districts give the Company notice of such failure; or

(b) the Company fails to comply with its obligations under Section 5.04(a) hereof, and such failure continues for thirty (30) days after the Issuer or Purchaser or its assigns gives the Company written notice of such failure, and the Purchaser or its assignee exercises any of the remedies provided in Section 8.02 hereof 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 and remains incorrect for a period of thirty (30) days after written notice,

then, the Issuer shall have the right to immediately terminate this Agreement, terminate the Sublease Agreement and take all steps necessary to have the Project Property immediately assessed for property tax purposes in the name of the Company, including without limitation, re-conveying the Project Property to the Company in accordance with Article X hereof and retaining a lien against and security interest in the Project Property securing payments of all amounts owed to Issuer or to the School Districts under this Agreement; provided, however if any Event of Default described in this Section 8.03 is not related to the payment of money and cannot be cured within the time allotted for cure, so long as the Company initiates and proceeds with due diligence to effect a cure, Issuer shall not be entitled to have the Project Property assessed in the name of the Company and re-conveyed to the Company in accordance with Article X hereof .

**Section 8.04 Notice of Default.** The Company will promptly give notice to the Purchaser and the Issuer of the occurrence of any Event of Default following written notice thereof from the Purchaser or Issuer.

**Section 8.05 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 of this Agreement, the Company will reimburse the Issuer for such reasonable expenses so incurred, upon demand as evidenced by written notice from the Issuer.

**Section 8.06 Right to Cure Defaults.**

(a) To prevent termination of this Agreement or the Sublease Agreement, any mortgagee or assignee of the Company (including the Lender or Lenders) 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

or the Sublease Agreement. The Issuer will not terminate or suspend its performance under this Agreement or the Sublease Agreement until it first gives written notice of such default to the Purchaser and to any mortgagee or assignee and allows the Purchaser and any such mortgagee or assignee the right to cure such default within the applicable cure period under this Agreement or Sublease Agreement. In addition, if the Purchaser or any such mortgagee or assignee gives the Issuer written notice prior to the expiration of the applicable cure period of the Purchaser'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 or the Sublease Agreement, the Purchaser 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 or the Sublease Agreement, thirty (30) days from the Purchaser'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 or the Sublease 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, a mortgagee or assignee (including the Lender or Lenders) (i) in the applicable time period provided in Sections 8.01, 8.03 or 8.06(a) hereof, 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 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 or the Sublease Agreement. If the Purchaser, 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 mortgagee or assignee (or a receiver requested by a mortgagee) succeeds to the interest of the Company in the Project Property or a component thereof, such successor party shall pay or cause to be paid the Basic Rent, PILT Payments, Additional Payments and all other monetary charges payable by the Company under this Agreement and the Sublease Agreement (i) that are outstanding as of the date on which the mortgagee or assignee (or a receiver requested by a mortgagee) succeeds to such interest and (ii) that accrue thereafter during the term of this Agreement.

## **ARTICLE IX PREPAYMENTS**

**Section 9.01 Prepayments.** The Company may at any time without penalty (including without limitation after the occurrence and during the continuance of an Event of Default) and for any reason cause all or any portion of the Bonds, including any subseries thereof, to be redeemed in accordance with the provisions of the Indenture by giving notice of such redemption to the Issuer, the Depositary (during the period of its appointment under Section 904(d) of the Indenture) and the Purchaser not less than five (5) days before the redemption date. Such notice will specify the redemption date and the principal amount of the Bond and/or subseries to be redeemed. On the redemption date, the Company will prepay the Basic 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, and will pay all Additional Payments, plus interest, if any, including the PILT Payments, currently owed to the Issuer and/or to the School Districts.

**ARTICLE X  
RECONVEYANCE OF PROJECT PROPERTY  
UPON TERMINATION OR EXPIRATION**

**Section 10.01 Reconveyance of Project Property.** The Company will purchase, and the Issuer will sell all of the Project Property for \$1.00 upon the expiration or sooner termination of the Term. The Company will give notice to the Issuer specifying the date for closing such purchase, which will be not less than fifteen (15) nor more than ninety (90) days from the date of such notice. At the closing of such purchase, the Issuer will, upon receipt of the purchase price, deliver to the Company appropriate documents, including, but not limited to, quitclaim deed, assignment and a bill of sale, prepared by and at the expense of the Company, conveying to the Company, without representation or warranty, title to the Project Property or a component thereof, as applicable, subject only to: (a) those liens and encumbrances if any, to which the Project Property or the applicable component thereof was subject when conveyed to the Issuer; (b) those liens and encumbrances created by the Company, and or to the creation or suffering of which the Company consented; (c) those liens and encumbrances resulting from the failure of the Company to perform any of its obligations under this Agreement; and (d) any other lien arising as a matter of law. The provisions of this Article X shall also apply in the event of a prepayment pursuant to Article IX hereof, so long as all Additional Payments and/or PILT Payments due to the Issuer or to the School Districts are paid on or before the date of the prepayment. If the Company fails to take all necessary action to have the purchased Project Property assessed for property tax purposes, the Issuer may execute, deliver and cause to be recorded, at the expense of the Company, a quitclaim deed and a bill of sale with respect to the Project Property. The Company may purchase the Project Property in whole or in part, whether or not a Default or Event of Default has occurred and is continuing, except a default in payments due under Section 4.14 hereof.

**ARTICLE XI  
MISCELLANEOUS**

**Section 11.01 Waiver; Consequential Damages.** Notwithstanding any provision contained herein to the contrary, in no event shall either party be liable to the other party under any provision of this Agreement or the Bonds for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, business interruption damages, loss of use of equipment, costs of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability. No delay or omission of either party to exercise any right or remedy hereunder or with respect hereto 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 11.02 Beneficiaries.** Nothing in this Agreement expressed or implied is intended or is to be construed to confer upon any Person other than the parties hereto and their respective successors and assigns (and, (a) in the case of Section 6.02 of this Agreement, the Indemnified Persons, (b) in the case of Sections 4.14, 5.04(b), 8.03 and Articles IX and X hereof, the School Districts and (c) in the case of Section 8.06 hereof, the Lender or Lenders) any right, remedy or claim, legal or equitable.

**Section 11.03 Limitation of Issuer's Liability.** Except as provided in Sections 4.06 and 6.02 hereof with respect to the gross negligence or willful misconduct of the Issuer or its Governing Body, or any official, employee or agent of the Issuer, 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 proceeds of the Bonds 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, 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 11.04 No Violation of Public Policies Regarding Indemnity.** To the extent, if at all, that any provision contained herein or in any related documents requiring one party to indemnify, hold harmless, insure, or defend another party (including such other party's employees or agents) is found to be within the scope of NMSA 1978, Section 56-7-1 (2005), as amended from time to time ("Section 56-7-1"), or in any way subject to, or conditioned upon consistency with, the provisions of Section 56-7-1, for its enforceability, then such provision, regardless of whether it makes reference to this or any other limitation provision, shall: (a) not 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 be further modified, if required, by the provisions of Section 56-7-1(B); (b) be enforced only to the extent that the liability, damages, losses or costs



If to the Depository: [INSERT NAME OF DEPOSITARY]  
[ADDRESS]  
[CITY/STATE/ZIP CODE]  
Attention:  
Fax:  
Email:

If to the Lenders\*: \_\_\_\_\_  
\_\_\_\_\_

\*To be provided after the Closing Date (as defined in the Bond Purchase Agreement).

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 11.06 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 either party 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 such party only to the extent permitted by law.

**Section 11.07 Successors.** Wherever the Issuer is referred to in this Agreement, it will be deemed to include without limitation its successors and all covenants and agreements in this Agreement will bind and inure to the benefit of the Issuer's permitted successors. Wherever the Company is referred to in this Agreement, it will be deemed to include without limitation its permitted successors and assigns to the extent of the interests transferred or assigned, and all covenants and agreements in this Agreement will bind and inure to the benefit of the Company's permitted successors and assigns to the extent of the interests transferred or assigned.

**Section 11.08 Title, Headings.** The title and headings of the articles, sections and subsections 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 11.09 Execution in Counterparts.** This Agreement may be executed in multiple counterparts, all of which taken together will constitute one and the same instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail in "pdf" form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall have the same effect as physical delivery of the paper document bearing the original signature. "Originally signed" or "original signature" means or refers to a signature that has not been mechanically or electronically reproduced. Any party may execute any of the Bond Documents by executing any such counterpart of such Bond Document.



**Section 11.10 Applicable Law.** The validity, construction and effect of this Agreement will be governed by the laws of the State of New Mexico applicable to agreements made and to be performed in the State of New Mexico without regard or effect given to conflict of laws rules that would require the application of the laws of any other jurisdiction.

**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, any member of the Governing Body), member or employee of a party 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 Non-Merger.** The provisions of this Agreement will survive the conveyance of the Project Property to the Issuer, the reconveyance of the Project Property to the Company, and all other performances hereunder, and will not be deemed merged in any deed or other instrument or document delivered hereunder.

**Section 11.13 Payments Due on Days That Are Not Business Days.** If the date for any payment due hereunder 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 such period.

**Section 11.14 Amendments.** Except as provided in Section 4.02 hereof, 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 Survival.** Except for the obligations of the Company set forth in Section 4.14 hereof (other than payments due and owing at the time of termination or expiration of the Agreement), all agreements, covenants, representations and indemnities 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 termination or expiration of this Agreement.

**Section 11.16 Relationship.** The relationship of Issuer and Company under this Agreement is that of sub-landlord and sub-tenant. Nothing in this Agreement shall be construed as creating a partnership or joint venture between Issuer and Company.

*[Signature pages follow]*

DATED AS OF [CLOSING MONTH] 1, 2022.

ATTEST:

TORRANCE COUNTY, NEW MEXICO

\_\_\_\_\_  
Yvonne Otero, County Clerk

By: \_\_\_\_\_  
Ryan Schwebach, Chair  
Board of County Commissioners

(SEAL)

STATE OF NEW MEXICO            )  
                                                  ) ss.  
COUNTY OF TORRANCE            )

This instrument was acknowledged before me on [MONTH] \_\_\_\_, 2022, by Ryan Schwebach, as Chair of the Board of County Commissioners of Torrance County, New Mexico, a political subdivision of the State of New Mexico.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

EL CORAZON WIND LLC, a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_ 2022,  
by \_\_\_\_\_ as \_\_\_\_\_ of El  
Corazon Wind LLC, a Delaware limited liability company.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**EXHIBIT A**

**PROJECT SITE**

**PROJECT SITE LEASES AND  
REAL PROPERTY COVERED BY PROJECT SITE LEASES**

**Torrance County, New Mexico**



**Agreement 1:**

**Landowner:**

DONALD G. ANSLEY and CAROL R. ANSLEY, husband and wife

**Landowner Documents:**

Amended and Restate Wind Energy Lease Agreement dated July 31, 2017, entered into by and between Donald G. Ansley and Carol R. Ansley, husband and wife, and Pacific Wind Development LLC, an Oregon limited liability company, as evidenced of record by that certain Memorandum of Amended and Restate Wind Energy Lease Agreement filed of record on August 17, 2017 as Document No. 002172260, in Book 337, Page 1456; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption Agreement dated July 30, 2019, as evidenced of record by that certain Memorandum of Assignment and Assumption Agreement filed of record on July 31, 2019 as Document No. 2191797, as Book 341, Page 1062; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 8 North, Range 11 East, N.M.P.M.

Section 8: S2  
Section 9: W2  
Section 10: All  
Section 14: All  
Section 15: All  
Section 16: All  
Section 17: All  
Section 19: All  
Section 20: All  
Section 21: NE4; S2  
Section 22: All  
Section 23: All  
Section 25: W2; W2E2  
Section 26: All  
Section 27: All  
Section 30: All  
Section 31: N2; N2S2; N2S2S2  
Section 32: All  
Section 33: N2S2  
Section 34: N2S2  
Section 35: N2; N2S2; N2S2S2  
Section 36: W2; W2E2

**Agreement 2:**

**Landowner:**

DOUBLE ARROW LLC, a New Mexico limited liability company

**Landowner Documents:**

Wind Energy Lease Agreement dated June 2, 2017, entered into by and between Double Arrow LLC, a New Mexico limited liability company, and Pacific Wind Development LLC, an Oregon limited liability company, as evidenced of record by that certain Memorandum of Wind Energy Lease Agreement recorded on July 27, 2017 as Document No. 002172080, in Book 337, Page 905; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption Agreement dated July 30, 2019, as evidenced of record by that certain Memorandum of Assignment and Assumption Agreement filed of record on July 31, 2019 as Document No. 2191798, as Book 341, Page 1067; as affected by that certain Notice of Extension of Wind Energy Lease Agreement dated March 8, 2022, filed of record on March 9, 2022, as Document No. 2220741, in Book 350, Page 2981; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 7 North, Range 11 East, N.M.P.M.

Section 3: Lots 1, 2, 3, 4; S2N2; S2 (All)

Section 4: Lots 1, 2, 3, 4; S2N2; S2 (All)

Section 8: All

Section 9: All

**Agreement 3:**

**Landowner:**

HARRAL, INC., a New Mexico corporation, and LELAND C. HARRAL and MARY SUSAN HARRAL, husband and wife, and as Trustees of THE LELAND C. HARRAL AND MARY SUSAN HARRAL REVOCABLE TRUST, dated December 13, 2012

**Landowner Documents:**

Amended and Restated Wind Energy Lease Agreement dated June 19, 2020, entered into by and between Harral, Inc., a New Mexico corporation, and Leland C. Harral and Mary Susan Harral, husband and wife, and as Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust, dated December 13, 2012 and El Corazon Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Amended and Restated Wind Energy Lease Agreement filed of record on June 24, 2020 as Document No. 2201430, in Book 343, Page 819, in the Records of Torrance County, New Mexico

**Legal Description:**

Township 7 North, Range 11.5 East, N.M.P.M.

Section 25: Lots 1, 2, 3, 4; E2

Township 7 North, Range 12 East, N.M.P.M.

Section 1: SW4; N2SE4; S2N2; Lots 1, 2, 3, 4; S2SE4

Section 2: S2S2

Section 3: All

Section 4: E2W2

Section 5: All

Section 8: All

Section 9: All

Section 10: All

Section 11: All

Section 12: All

Section 13: All

Section 14: All

Section 15: All

Section 17: Lots 1, 2; E2NW4, as more particularly described as a portion of Tract B on that certain plat filed of record under Book G, Page 82, as Document No. 002191216, in the Records of Torrance County, New Mexico; and

Lots 4, 5; SW4SE4, as more particularly described as a portion of Tract B on that certain plat filed of record under Book G, Page 82, as Document Number 002191216, in the Records of Torrance County, New Mexico

Section 19: E2

Section 24: All, except S2S2, as more particularly described as Tract B on that certain plat filed of record under Book G, Page 88, as Document No. 002191223, in the Records of Torrance County, New Mexico

Section 29: Lots 2, 3, 4, 6, 7, 8; W2W2; SE4; S2NE4, as more particularly described as Tract A on that certain plat filed of record under Book G, Page 89, as Document No. 002191224, in the Records of Torrance County, New Mexico

Section 30: All  
Section 31: All  
Section 32: W2SW4; SE4SW4; Lots 6, 7, 8, 9; W2NW4; NE4

Township 7 North, Range 13 East, N.M.P.M.

Section 6: E2; NW4; N2SW4; SE4SW4; Lot 7  
Section 7: W2; W2NE4; NE4NE4; NW4SE4  
Section 8: N2NW4; W2NE4; SE4SE4; N2SE4; NE4SW4  
Section 9: W2SW4  
Section 18: N2NW4; Lot 4; SE4SW4  
Section 19: Lots 1, 2, 3, as more particularly described as Tract A on that certain plat filed of record under Book G, Page 84, as Document No. 002191218, in the Records of Torrance County, New Mexico

Township 6 North, Range 11 East, N.M.P.M.

Section 1: All  
Section 12: E2  
Section 13: NE4

Township 6 North, Range 11.5 East, N.M.P.M.

Section 1: Lots 1, 2, 3, 4, 5, 6; S2NE4; SE4  
Section 12: Lots 1, 2, 3, 4; E2  
Section 13: Lot 1, 2; NE4

Township 6 North, Range 12 East, N.M.P.M.

Section 4: All, EXCEPT E2E2, as more particularly described as Tract A on that certain plat filed of record under Book G, Page 86, as Document No. 002191221, in the Records of Torrance County, New Mexico  
Section 5: All  
Section 6: All  
Section 7: All  
Section 8: All  
Section 9: All, EXCEPT E2E2, as more particularly described as Tract A on that certain plat filed of record under Book G, Page 86, as Document No. 002191222, in the Records of Torrance County, New Mexico  
Section 17: All  
Section 18: All



**Agreement 4:**

**Landowner:**

NORMA SUE HARVEY a/k/a SUE HARVEY

**Landowner Documents:**

Amended and Restated Windfarm Development Lease dated May 4, 2020, entered into by and between Sue Harvey a/k/a Sue Harvey, a single person, and El Corazon Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Amended and Restated Wind Energy Lease Agreement filed of record on May 7, 2020 as Document No. 2200980, in Book 342, Page 3955, in the Records of Torrance County, New Mexico

**Legal Description:**

Township 6 North, Range 11.5 East, N.M.P.M.  
Section 13: Lots 3, 4; SE4

**Agreement 5:**

**Landowner:**

WILLIAM H. WRYE, JR. and JOY K. WRYE, husband and wife

**Landowner Documents:**

Amended and Restated Wind Energy Lease Agreement dated March 25, 2022, entered into by and between William H. Wrye, Jr. and Joy K. Wrye, husband and wife, and El Corazon Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Amended and Restated Wind Energy Lease Agreement filed of record on April 6, 2022 as Document No. 2221081, in Book 350, Page 4507, in the Records of Torrance County, New Mexico

**Legal Description:**

Township 6 North, Range 11 East, N.M.P.M.

Section 2: All  
Section 3: S2  
Section 5: All  
Section 6: All

Township 7 North, Range 11 East, N.M.P.M.

Section 2: All  
Section 5: All  
Section 11: All  
Section 12: All  
Section 14: All  
Section 16: All  
Section 20: S2; S2N2  
Section 21: All  
Section 22: All  
Section 23: E2W2  
Section 24: All  
Section 26: All  
Section 31: AL1  
Section 32: All  
Section 33: S2N2; NE4NE4; N2S2; SE4SE4  
Section 34: W2NW4; NE4NW4; NW4SW4  
Section 36: All

Township 7 North, Range 11.5 East, N.M.P.M.

Section 12: Lot 4; E2SE4; SW4SE4  
Section 36: All

Township 7 North, Range 12 East, N.M.P.M.

Section 6: Lots 1-6, 9, 10, 13; SE4NE4; E2SE4, as more particularly described as Tract B on that certain plat filed of record under Book G, Page 64, as Document No. 002190617, in the Records of Torrance County, New Mexico

Section 7: Lots 1-7; E2; Lot 8; Lots 10 and 11, as more particularly described as Tract A on that certain plat filed of record under Book G, Page 65, as Document No. 002190618

**Agreement 6:**

**Landowner:**

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

**Landowner Documents:**

Business Lease (Lease No. EW-0105) dated June 27, 2022, entered into by and between New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, and Pattern SC Holdings LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Business Lease (Lease No. EW-0105) filed of record on July 12, 2022 as Document No. 2222170, in Book 351, Page 3750; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by that certain Assignment of State Business Lease dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 8 North, Range 14 East, N.M.P.M.

Section 12: S2N2; S2

Township 8 North, Range 15 East, N.M.P.M.

Section 4: Lot 1, 2, 3, 4; S2N2; S2

Section 5: Lot 1, 2, 3, 4; S2N2; SW4; NW4SE4; S2SE4

Section 7: Lot 1, 2, 3, 4; S2N2; S2

Section 8: N2NW4

Section 9: All

Section 11: All

Section 15: All

Section 17: All

Section 18: Lot 1, 2, 3, 4; NE4; E2NW4; E2SW4; SE4

Section 20: All

Section 21: All

Section 22: All



**Agreement 7:**

**Landowner:**

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

**Landowner Documents:**

Business Lease (Lease No. EW-0101) dated June 27, 2022, entered into by and between New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, and Pattern SC Holdings LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Business Lease (Lease No. EW-0101) filed of record on July 12, 2022 as Document No. 2222172, in Book 351, Page 3756; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by that certain Assignment of State Business Lease dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 8 North, Range 15 East, N.M.P.M.

Section 1: Lots 3, 4; S2N2; S2  
Section 12: All  
Section 13: S2NE4; S2

Township 9 North, Range 15 East, N.M.P.M.

Section 3: S2  
Section 4: Lots 1, 2, 3, 4; S2N2; S2  
Section 5: Lots 1, 2, 3, 4; S2N2; S2  
Section 6: Lots 1, 2, 3, 4, 5, 6, 7; S2NE4; SE4NW4; E2SW4; SE4  
Section 7: Lots 1, 2, 3, 4; NE4; E2NW4; E2SW4; SE4  
Section 8: All  
Section 9: NW4NE4; SE4NE4; NE4NW4; W2W2; SE4  
Section 10: NE4NE4; S2N2; N2S2; SW4SW4; SE4SE4  
Section 11: N2; SW4SW4; SE4  
Section 12: All  
Section 13: NE4; SW4  
Section 14: E2; NW4NW4; W2W4; SE4  
Section 15: S2NE4; NW4; S2  
Section 17: All  
Section 18: Lots 1, 2; NE4; E2NW4; NE4SW4; N2SE4; SE4SE4  
Section 19: Lots 1, 2, 3, 4; S2NE4; E2W2; SE4  
Section 20: S2N2; S2  
Section 21: NE4NE4; S2NE4; S2NW4; S2  
Section 22: S2N2; S2  
Section 23: NE4NE4; SW4NE4; NW4NW4; S2NW4; S2  
Section 24: N2NW4; SE4NW4; SW4SW4  
Section 25: NW4NE4; S2NE4; W2; SE4  
Section 26: E2NE4; W2NW4; S2

Section 27: N2NE4; SW4NE4; W2; SE4  
Section 28: All  
Section 29: All  
Section 30: Lots 1, 2, 3, 4; E2; E2W2  
Section 31: N2; SE4  
Section 33: All  
Section 34: All  
Section 35: All

**Agreement 8:**

**Landowner:**

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

**Landowner Documents:**

Business Lease (Lease No. EW-0106) dated June 27, 2022, entered into by and between New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, and Pattern SC Holdings LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Business Lease (Lease No. EW-0106) filed of record on July 12, 2022 as Document No. 2222173, in Book 351, Page 3762; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment of State Business Lease dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 8 North, Range 11 East, N.M.P.M.

- Section 1: Lots 1, 2, 3, 4; S2
- Section 2: Lots 1, 2, 3, 4; S2
- Section 3: Lots 1, 2, 3, 4; S2
- Section 4: Lots 1, 2, 3, 4; S2
- Section 5: Lots 1, 2, 3, 4; S2
- Section 6: Lots 1, 2, 3, 4, 5, 6; E2SW4; SE4

Township 9 North, Range 11 East, N.M.P.M.

- Section 1: Lots 1, 2; NE4SW4; N2SE4; SE4SE4
- Section 3: S2
- Section 4: S2SW4; SE4
- Section 5: SW4; S2SE4
- Section 8: All
- Section 9: All
- Section 10: All
- Section 11: All
- Section 12: All
- Section 13: NE4; S2
- Section 14: NE4; S2
- Section 15: All
- Section 16: S2
- Section 17: E2; E2NW4; NE4SW4
- Section 20: All
- Section 21: All
- Section 22: All
- Section 23: N2; NE4SW4; N2SE4; SE4SE4
- Section 24: All
- Section 25: All

Section 26: All  
 Section 27: NE4; N2NW4; SW4NW4; S2SW4; NE4SE4; S2SE4  
 Section 28: All  
 Section 29: All  
 Section 30: Lots 1, 2; E2  
 Section 31: Lots 1, 2; E2  
 Section 32: All  
 Section 33: All  
 Section 34: All  
 Section 35: All  
 Section 36: All

Township 9 North, Range 12 East, N.M.P.M.

Section 1: Lots 1, 2, 3, 4; S2N2; S2  
 Section 3: Lots 3, 4; SW4NE4; S2NW4; S2  
 Section 4: Lots 1, 2, 3, 4; S2N2; N2S2; S2SE4  
 Section 5: Lots 1, 2, 3, 4; S2N2; S2  
 Section 6: Lots 1, 2, 3, 4, 5, 7; S2NE4; SE4NW4; SE4SW4; S2SE4  
 Section 7: Lots 1, 2, 3, 4; E2; E2W2  
 Section 8: All  
 Section 9: N2NE4; SE4NE4; SW4NW4; W2SW4; SE4SW4; E2SE4  
 Section 10: All  
 Section 11: NE4; W2NW4; S2  
 Section 12: N2; N2S2; SW4SE4  
 Section 13: E2; S2SW4  
 Section 14: N2N2; S2  
 Section 15: N2N2; NE4SW4; S2SW4; SE4  
 Section 16: S2S2  
 Section 17: S2N2; S2  
 Section 18: Lots 3, 4; S2NE4; SE4NW4; E2SW4; SE4  
 Section 19: Lots 1, 2, 3, 4; E2; E2W2  
 Section 20: All  
 Section 21: S2N2; S2  
 Section 22: All  
 Section 23: All  
 Section 24: All

Township 9 North, Range 13 East, N.M.P.M.

Section 1: Lots 1, 2, 3, 4; NW4SW4  
 Section 3: Lot 4; SE4NE4; S2  
 Section 4: Lots 1, 2, 3, 4; S2N2; NE4SW4; NW4SE4; SE4SE4  
 Section 11: S2NE4; SE4  
 Section 12: NE4; NE4NW4; S2NW4; S2

Township 9 North Range 14 East, N.M.P.M.

Section 3: Lots 1, 2, 3, 4; S2N2  
 Section 4: Lots 1, 2, 3, 4; S2NW4; SW4



Section 5: Lots 1, 2, 3, 4; SE4NE4; SW4NW4; W2SW4; SE4SW4; NE4SE4; S2SE4  
Section 6: Lots 1, 2, 3, 4, 5, 6, 7; S2NE4; SE4NW4; E2SW4; SE4  
Section 7: Lots 1, 2, 3, 4; E2; E2W2  
Section 8: All  
Section 9: All  
Section 10: All  
Section 11: SW4NE4; W2; SE4  
Section 12: E2; N2NW4; SE4NW4; SW4SW4  
Section 13: All  
Section 14: All  
Section 15: All  
Section 17: All  
Section 18: Lots 1, 2, 3, 4; E2; E2W2  
Section 19: Lots 1, 2, 3, 4; E2; E2W2  
Section 20: All  
Section 21: All

**Agreement 9:**

**Landowner:**

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

**Landowner Documents:**

Business Lease (Lease No. EW-0103) dated June 27, 2022, entered into by and between New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, and Pattern SC Holdings LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Business Lease (Lease No. EW-0103) filed of record on June 27, 2022 as Document No. 2222169, in Book 351, Page 3745; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment of State Business Lease dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 8 North, Range 13 East, N.M.P.M.

- Section 1: Lots 2, 3, 4; SW4NE4; S2NW4; S2
- Section 11: N2; SW4; N2SE4
- Section 12: NW4NE4; N2NW4; SW4NW4; NW4SW4; NW4SE4; S2SE4
- Section 14: NW4NW4; S2NW4

Township 8 North, Range 14 East, N.M.P.M.

- Section 5: Lots 3, 4; S2NW4; SW4
- Section 6: Lots 1, 2, 3; S2NE4; SE4NW4; E2SW4; SE4
- Section 7: Lots 1, 4; NE4; E2NW4; SE4SW4; N2SE4
- Section 8: NW4; N2SW4; SE4SW4

Township 9 North, Range 13 East, N.M.P.M.

- Section 34: S2NE4; NW4; S2
- Section 35: NW4; S2

**Agreement 10:**

**Landowner:**

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

**Landowner Documents:**

Business Lease (Lease No. EW-0108) dated \_\_\_\_\_, 2022, entered into by and between New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, and El Corazon Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Business Lease (Lease No. EW-0108) filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_, in the Records of Torrance County, New Mexico

**Legal Description:**

Township 6 North, Range 12 East, N.M.P.M.

Section 16: All

Township 7 North, Range 11 East, N.M.P.M.

Section 1: All

Section 10: All

Section 13: All

Section 15: All

Township 7 North, Range 11.5 East, N.M.P.M.

Section 1: All

Section 12: Lot 1, 2, 3; NE4NE4; NW4NE4; SE4NE4; SW4NE4; NW4SE4

Section 13: All

Section 24: All

Township 7 North, Range 12 East, N.M.P.M.

Section 2: N2; N2S2

Section 16: All

Section 17: NE4; N2SE4; SE4SE4

Section 18: W2

Section 19: W2

Township 8 North, Range 11 East, N.M.P.M.

Section 7: SE4

Section 8: N2

Section 9: E2

Section 11: All

Section 12: All

Section 13: All

Section 18: All

Section 24: All

Section 28: All

Section 29: All  
Section 33: N2; S2S2  
Section 34: N2; S2S2  
Section 35: S2S2



**Agreement 11:**

**Landowner:**

FREDDIE E. MONTOYA and LINDA D. MONTOYA, husband and wife

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated May 27, 2021, entered into by and between Freddie E. Montoya and Linda D. Montoya, husband and wife, and Pastura Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on June 1, 2022 as Document No. 2211667, in Book 347, Page 1859; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

**Township 8 North, Range 13 East, N.M.P.M.**

Section 1: Lot 1; SE4NE4  
Section 2: Lots 1, 2, 3, 4; S2N2; S2  
Section 11: S2SE4  
Section 12: NE4NE4; S2NE4; SE4NW4; NE4SW4; NE4SE4; S2SW4  
Section 14: W2NE4; NE4NW4; N2SW4; SW4SW4; less that certain tract described in deed recorded in Book 113, Page 403

**Township 8 North, Range 14 East, N.M.P.M.**

Section 6: Lots 4, 5, 6, 7 (W2W2)  
Section 7: Lots 2, 3 (SW4NW4; NW4SW4); NE4SW4; S2SE4  
Section 8: SW4SW4

**Township 9 North, Range 13 East, N.M.P.M.**

Section 34: N2NE4  
Section 35: NE4  
Section 36: All

**Agreement 12:**

**Landowner:**

JOYCE HALDERMAN, a single person

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated November 11, 2021, entered into by and between Joyce Halderman, a single person, and Pastura Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on November 15, 2021 as Document No. 2213413, in Book 348, Page 4206; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Partial Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

**Township 9 North, Range 13 East, N.M.P.M.**

Section 9: S2SE4; NE4SE4  
Section 10: SE4; S2SW4; NE4SW4; NW4SW4  
Section 11: S2SW4  
Section 13: N2; SE4; N2SW4  
Section 14: W2; N2NE4  
Section 15: All  
Section 22: W2; SE4; N2NE4; SW4NE4; SE4NE4 (All)  
Section 23: S2; N2NW4; SE4NE4; S2NW4; SW4NE4  
Section 24: S2; NE4  
Section 25: All  
Section 26: All  
Section 27: N2; N2S2; SE4SE4; SW4SW4; SE4SW4; SW4SE4 (All)

**Township 9 North, Range 14 East, N.M.P.M.**

Section 28: S2SE4  
Section 29: S2; NW4; W2NE4; NE4NE4  
Section 30: All  
Section 31: All  
Section 32: All  
Section 33: SW4; W2NW4; SE4NW4; S2SE4; S2NE4; NE4NE4; NW4SE4; NW4NE4; NE4NW4; NE4SE4 (All)  
Section 34: N2N2; SW4SE4; S2SW4; N2SW4; NW4SE4; S2N2; E2SE4 (All)  
Section 35: NW4; S2SW4; N2SW4

**Agreement 13:**

**Landowner:**

KENNETH HALDERMAN a/k/a KENNETH DOYLE HALDERMAN

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated November 11, 2021, entered into by and between Kenneth Halderman a/k/a Kenneth Doyle Halderman and Pastura Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on November 15, 2021 as Document No. 2213414, in Book 348, Page 4211; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 9 North, Range 13 East, N.M.P.M.

Section 14: S2NE4; N2SE4; SE4

Section 23: N2NE4

**Agreement 14:**

**Landowner:**

JOSE M. CHAVEZ, SR. and MARY JANE CHAVEZ, husband and wife

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated February 8, 2022, entered into by and between Jose M. Chavez, Sr. and Mary Jane Chavez, husband and wife, and Pastura Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on February 14, 2022 as Document No. 2220429, in Book 350, Page 1717; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 9 North, Range 13 East, N.M.P.M.

Section 10: N2

Section 11: N2N2



**Agreement 15:**

**Landowner:**

MCKENZIE LAND AND LIVESTOCK COMPANY, a New Mexico corporation

**Landowner Documents:**

Renewable Energy Land Agreement dated September 7, 2016, entered into by and between McKenzie Land and Livestock Company, a New Mexico corporation, and Orion Wind Resources LLC, a Delaware limited liability company, as evidenced of record by that certain Grant of Easements, Grant of Lease Option and Memorandum of Renewable Energy Land Agreement filed of record on February 13, 2017 as Document No. 002170388, in Book 336, Page 1293; as amended by that certain unrecorded Amendment to Renewable Energy Land Agreement dated December 22, 2016; as assigned to Clines Corners Wind Farm LLC, a Delaware limited liability company, by that certain Capital Contribution Agreement dated May 23, 2019, filed of record on June 20, 2019 as Document No. 002191397, in Book 340, Page 4119; as assigned to Pastura Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Renewable Energy Land Agreement dated October 26, 2020, filed of record on March 2, 2021 as Document No. 2210644, in Book 346, Page 3599; as amended by that certain Second Amendment to Renewable Energy Land Agreement dated July 28, 2021, evidenced of record by that certain Memorandum of Second Amendment to Renewable Energy Land Agreement filed of record on May 9, 2022 as Document No. 2221439, in Book 351, Page 763; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_, in the Records of Torrance County, New Mexico

**Legal Description:**

Township 9 North, Range 14 East, N.M.P.M.

- Section 1: All (Lots 1, 2, 3, 4; S2N2; S2)
- Section 22: All
- Section 23: All
- Section 24: All
- Section 25: All
- Section 26: S2N2; N2S2; N2N2; S2S2 (All)
- Section 27: NW4SW4; E2; E2W2; SW4NW4; SW4SW4
- Section 28: SW4NE4; N2SE4; SE4NW4; SW4
- Section 35: E2
- Section 36: All

Township 9 North, Range 15 East, N.M.P.M.

- Section 1: All (Lots 1, 2, 3, 4; S2N2; S2)
- Section 2: All (Lots 1, 2, 3, 4; S2N2; S2)
- Section 3: Lots 1, 2, 3, 4; S2N2
- Section 9: NE4NE4; SW4NE4; SE4NW4; E2SW4
- Section 10: N2NW4; NW4NE4; SE4SW4; SW4SE4
- Section 11: N2SW4; SE4SW4
- Section 13: SE4; NW4

Section 14: NE4NW4; SW4NW4; E2SW4; SE4NW4  
Section 15: N2NE4  
Section 16: All  
Section 18: Lots 3, 4; SE4SW4; SW4SE4  
Section 22: N2N2  
Section 23: NE4NW4; NW4NE4  
Section 24: E2NE4SE4; SE2SE4SE4, being that portion of said forty acre subdivision described as beginning at the southwest corner thereof, and running thence east to the southeast corner, thence north to the northeast corner of said forty acre subdivision, thence in a southwesterly direction along a direct line to the southwest corner of said forty acre subdivision, being the place of beginning, and a tract in the southeast quarter of the southeast quarter described as beginning at the northeast corner of said southeast quarter of the southeast quarter and running thence west a distance of 512 feet; thence south to the intersection with a line drawn from the northeast corner to the southwest corner of said forty acre subdivision; thence in a northeasterly direction to the place of beginning; and

NE4 lying north of Highway No. 66,

EXCEPT approximately one acre of land situated in SE4 of NE4 of Sec. 24, Range 15 East, Township 9 North, on the north side of the U.S. Highway 66; to extend for 350 feet along the road and 120 feet deep from the road fence, the East boundary of the tract will be the East boundary fence of what is known as the McKenzie horse pasture, this fence starts about fifty feet more or less West of the Highway marker which is inscribed as follows: On the West surface of the marker is seen FAP←179C Sta 1522 + 31.8 and on the East surface of the marker is seen FAP→179B Sta 1522 + 31.8; and

EXCEPT 20 acres described as BEGINNING at the Northeast corner of said NE4NE4 Sec. 24, T9N., R15E., thence diagonally to the Southwest corner of said quarter section; thence North to the Northwest corner of said quarter section; thence East to the Northeast corner of said corner of said quarter section, the point and place of beginning. Containing 20 acres, more or less.

Section 25: NE4NE4  
Section 26: W2NE4; E2NW4  
Section 27: SE4NE4  
Section 31: SW4  
Section 32: All  
Section 36: All

**Agreement 16:**

**Landowner:**

CLINES CORNERS REAL ESTATE, LLC, a New Mexico limited liability company

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated \_\_\_\_\_, 2022, entered into by and between Clines Corners Real Estate, LLC, a New Mexico limited liability company, and El Corazon Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_, in the Records of Torrance County, New Mexico

**Legal Description:**

Tracts numbered One (1) through Seven (7), inclusive, as the same are shown and designated on that certain Plat of Survey prepared by Rod Billingsley, P.S. #10934, on May 13 2002, filed for record on March 15, 2002 at 9:25 o'clock A.M., as document number 2021276, and filed in Cabinet A-4, Slide 232, Plat Records of Torrance County, New Mexico, being located within:

**Township 9 North, Range 12 East, N.M.P.M.**

- Section 4: S2SW4
- Section 9: N2NW4; SE4NW4; NE4SW4; SW4NE4; W2SE4
- Section 14: S2N2
- Section 15: S2N2; NW4SW4
- Section 16: N2; N2S2
- Section 17: N2N2
- Section 18: N2N2; SW4NW4

**Agreement 17:**

**Landowner:**

HOWLING WIND RANCH, LLC, a New Mexico limited liability company

**Landowner Documents:**

Option Agreement for Transmission Line Easement and Access Easement dated September 8, 2022, entered into by and between Howling Wind Ranch, LLC, a New Mexico limited liability company, and Pastura Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Agreement and Option to Purchase Easements filed of record on September 12, 2022 as Document No. 2222743, in Book 352, Page 1112; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 6 North, Range 12 East, N.M.P.M.

Section 2: All

Section 11: All

Section 13: All

Section 14: All

Township 7 North, Range 12 East, N.M.P.M.

Section 35: S2



**Agreement 18:**

**Landowner:**

TOM BURSON a/k/a THOMAS BURSON a/k/a THOMAS W. BURSON

**Landowner Documents:**

Agreement and Option to Purchase Easements dated March 22, 2022, entered into by and between Tom Burson a/k/a Thomas Burson a/k/a Thomas W. Burson and Pastura Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Agreement and Option to Purchase Easements filed of record on March 22, 2022 as Document No. 2220874, in Book 350, Page 3498; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_, in the Records of Torrance County, New Mexico

**Legal Description:**

Township 3 North, Range 14 East, N.M.P.M.

Section 6: All

Township 4 North, Range 13 East, N.M.P.M.

Section 23: E2E2; SW4SE4; S2SW4

Section 24: N2; NW4SE4; SW4SW4; N2SW4

Section 25: All

Section 26: All

Section 27: E2

Section 34: E2

Section 35: All

Township 4 North, Range 14 East, N.M.P.M.

Section 19: Lots 3 and 4 in W2SW4

Township 6 North, Range 13 East, N.M.P.M.

Section 20: SW4NE4; SE4

Section 21: All

Section 27: W2; SE4

Section 28: All

Section 29: E2

Section 33: W2; S2SE4

Section 34: W2

**Agreement 19:**

**Landowner:**

MCLAUGHLIN RANCH LLC, a New Mexico limited liability company

**Landowner Documents:**

Agreement and Option to Purchase Easements dated August 17, 2022, entered into by and between McLaughlin Ranch LLC, a New Mexico limited liability company, and Pastura Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Agreement and Option to Purchase Easements filed of record on September 13, 2022 as Document No. 2222778, in Book 352, Page 1302; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 5 North, Range 13 East, N.M.P.M.

Section 10: SW4, Less and Except Thirty-Eight (38) acres for the New Mexico State Highway #60

Township 6 North, Range 13 East, N.M.P.M.

Section 19: All

Section 20: W2

**Agreement 20:**

**Landowner:**

TOWN OF VAUGHN, NEW MEXICO, a municipal organization

**Landowner Documents:**

Agreement and Option to Purchase Easements dated July 6, 2022, entered into by and between Town of Vaughn, New Mexico and Pastura Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Agreement and Option to Purchase Easements filed of record on July 7, 2022 as Document No. 2222115, in Book 351, Page 3597; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 5 North, Range 13 East, N.M.P.M.

Section 3: Lot 4

Section 4: NE4NE4

Township 6 North, range 13 East, N.M.P.M.

Section 33: NE4SE4; NW4NE4; SW4NE4; NW4SE4

**Agreement 21:**

**Landowner:**

CLAYTON GARDNER and LISA GARDNER, husband and wife

**Landowner Documents:**

Amended and Restated Option Agreement for Land Lease and Wind Easement dated August 2, 2019, entered into by and between Clayton Gardner and Lisa Michelle Gardner, husband and wife, and Pastura Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Amended and Restated Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on August 23, 2021 as Document No. 2212532, in Book 348, Page 452; as amended by that certain First Amendment to Amended and Restated Option Agreement for Land Lease and Wind Easement dated August 2, 2019, filed of record on February 14, 2022 as Document No. 2220416, in Book 350, Page 1692; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 5 North, Range 13 East, N.M.P.M.

- Section 13: S2; NE4; S2NW4; NW4NW4; LESS the Railroad Right-of-Way; NE4NW4; lying South of New Mexico State Highway 60
- Section 14: S2; S2N2; NE4NE4; LESS the Railroad Right-of-Way and NM State Highway 60 Right-of-Way; N2NW4; NW4NE4; lying South of New Mexico State Highway 60
- Section 15: S2; S2N2; lying South of the Railroad Right-of-Way and LESS three (3) acres, more or less, for school and garage; N2NE4; lying South of New Mexico State Highway 60; NW4; lying South of New Mexico State Highway 60 and LESS forty (40) acres, more or less, South of the Railroad Right-of-Way



**Agreement 22:**

**Landowner:**

HARVEY-ENCINO RANCH LLC, a New Mexico limited liability company

**Landowner Documents:**

Option Agreement for Transmission Line Easement and Access Easement dated \_\_\_\_\_, 2022, entered into by and between Harvey-Encino Ranch LLC, a New Mexico limited liability company, and Pastura Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Agreement and Option to Purchase Easements filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 4 North, Range 12 East, N.M.P.M.

Section 24: ALL

Township 4 North, Range 13 East, N.M.P.M.

Section 2: ALL

Section 3: ALL

Section 4: ALL

Section 5: ALL

Section 6: ALL

Section 7: ALL

Section 8: ALL

Section 9: ALL

Section 10: ALL

Section 11: ALL

Section 12: ALL

Section 13: ALL

Section 14: ALL

Section 15: ALL

Section 16: ALL

Section 17: ALL

Section 18: ALL

Section 19: ALL

Section 20: ALL

Section 21: ALL

Section 22: ALL

Section 23: NW4; W2NE4; N2SW4; NW4SE4

Section 30: ALL

Township 5 North, Range 12 East, N.M.P.M.

Section 24: ALL located South of the Rail Road Right of Way

Section 25: ALL  
Section 36: ALL

Township 5 North, Range 13 East, N.M.P.M.

Section 19: ALL located South of the Rail Road Right of Way  
Section 20: ALL  
Section 21: ALL  
Section 22: ALL  
Section 27: ALL  
Section 28: ALL  
Section 29: ALL  
Section 30: ALL  
Section 31: ALL  
Section 32: ALL  
Section 33: ALL  
Section 34: ALL

**Agreement 23:**

**Landowner:**

RUDY L. MARQUEZ and DORIS R. MARQUEZ, husband and wife

**Landowner Documents:**

Renewable Energy Land Agreement dated February 22, 2017, entered into by and between Rudy L. Marquez and Doris R. Marquez, husband and wife, and Orion Wind Resources LLC, a Delaware limited liability company, as evidenced of record by that certain Grant of Easements, Grant of Lease Option and Memorandum of Renewable Energy Land Agreement filed of record on June 23, 2017 as Document No. 201764525, in Book 140, Page 704, in the Records of Guadalupe County, New Mexico; as assigned to Clines Corners Wind Farm LLC, a Delaware limited liability company, by that certain Capital Contribution Agreement dated May 23, 2019, filed of record on June 20, 2019 as Document No. 002191397, in Book 340, Page 4119, in the Records of Torrance County, New Mexico; as assigned to Pastura Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Renewable Energy Land Agreement dated October 26, 2020, filed of record on November 30, 2020 as Document No. 202067186, in Book 149, Page 624, in the Records of Guadalupe County, New Mexico; as amended by that certain First Amendment to Renewable Energy Land Agreement dated June 29, 2021, as evidenced of record by that certain Memorandum of First Amendment to Renewable Energy Land Agreement filed of record on July 26, 2021 as Document No. 2212244, in Book 347, Page 4429, in the Records of Torrance County, New Mexico; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_, in the Records of Torrance County, New Mexico

**Legal Description:**

Township 8 North, Range 15 East, N.M.P.M.

Section 1: Lot 2 and part of Lot 1

Section 13: N2NE4

**Agreement 24:**

**Landowner:**

MONTY POUNDS and KELLEY POUNDS, husband and wife

**Landowner Documents:**

Agreement and Option to Purchase Easements dated January 27, 2022, entered into by and between Monty Pounds and Kelley Pounds, husband and wife, and Viento Loco LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Agreement and Option to Purchase Easements filed of record on January 31, 2022 as Document No. 2220267, in Book 350, Page 1031; as amended by that certain First Amendment of Agreement and Option to Purchase Easements dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 3 North, Range 13 East, N.M.P.M.

Section 25: All

Section 26: S2; S2N2; NE4NE4

Section 27: SE4; SE4NE4; W2NE4; E2NW4; SW4SW4; E2SW4; SW4NW4

Section 28: S2; S2N2

Section 31: SE4

Tract 1062 (SHC) being part of Sections 21, 22, 28, and 29



**Agreement 25:**

**Landowner:**

JAMES H. PACHTA and MELODY MAE PATCHA, husband and wife

**Landowner Documents:**

Agreement and Option to Purchase Easements dated February 11, 2022, entered into by and between James H. Pachta and Melody Mae Pachta, husband and wife, and Viento Loco LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Agreement and Option to Purchase Easements filed of record on February 14, 2022 as Document No. 2220415, in Book 350, Page 1684; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 3 North, Range 13 East, N.M.P.M.

Section 1: All

Section 12: N2

Township 3 North, Range 14 East, N.M.P.M.

Section 7: N2N2

Township 4 North, Range 14 East, N.M.P.M.

Section 31: All

**Agreement 26:**

**Landowner:**

MARTIN ADAN SANCHEZ, JR., a married person; ANA MARIPOSA BELEW, a married person; and HEATHER LEA SANCHEZ, a single person

**Landowner Documents:**

Agreement and Option to Purchase Easements dated \_\_\_\_\_, 2022, entered into by and between Martin Adan Sanchez, Jr., a married person; Ana Mariposa Belew, a married person; and Heather Lea Sanchez, a single person, and El Corazon Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_, in the Records of Torrance County, New Mexico

**Legal Description:**

Township 3 North, Range 13 East, N.M.P.M.

Section 29: Tract C, Land of Sanchez, Cabinet F, Slide 298

**Agreement 27:**

**Landowner:**

LELAND C. HARRAL AND MARY SUSAN HARRAL REVOCABLE TRUST DATED  
DECEMBER 13, 2021

**Landowner Documents:**

Option Agreement for Transmission Line Easement and Access Easement dated August 17, 2022, entered into by and between Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust, dated December 13, 2012 and Pastura Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Agreement and Option to Purchase Easements filed of record on September 12, 2022 as Document No. 2222744, in Book 352, Page 1131; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 7 North, Range 12 East, N.M.P.M.

Section 22: All

Section 23: All

Section 26: All

Section 35: N2

**Agreement 28:**

**Landowner:**

WILLIAM H. WRYE, JR. and JOY K. WRYE, husband and wife

**Landowner Documents:**

Option Agreement for Transmission Line Easement and Access Easement dated \_\_\_\_\_, 2022, entered into by and between William H. Wrye, Jr. and Joy K. Wrye, husband and wife and Pastura Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Agreement and Option to Purchase Easements filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 7 North, Range 12 East, N.M.P.M.

Section 6: Lots 7, 8, 11, 12; SE4SW4

Section 7: Lots 1, 2, 3, 4, 5, 8, 9, 12; E2W2



**Agreement 29:**

**Landowner:**

DONALD G. ANSLEY AND CAROL R. ANSLEY REVOCABLE TRUST UTA dtd December 31, 1981 and restated on October 2<sup>nd</sup>, 2014

**Landowner Documents:**

Option Agreement for Transmission Line Easement and Access Easement dated \_\_\_\_\_, 2022, entered into by and between Donald G. Ansley and Carol R. Ansley, Trustees of the Donald G. Ansley and Carol R. Ansley Revocable Trust UTA dtd December 31, 1981 and restated on October 2<sup>nd</sup>, 2014 and Pastura Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Agreement and Option to Purchase Easements filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 8 North, Range 11 East, N.M.P.M.

Section 25: E2E2

Section 36: E2NE; Lot 1, 8

**Agreement 30:**

**Landowner:**

ANCHO WIND LLC, a Delaware limited liability company

**Landowner Documents:**

Agreement and Option to Purchase Easements dated \_\_\_\_\_, 2022, entered into by and between Ancho Wind LLC, a Delaware limited liability company, and El Corazon Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Agreement and Option to Purchase Easements filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_, in the Records of Torrance County, New Mexico

**Legal Description:**

Tract designated "B-2" located in S2 of Section 33, T2N, R13E, N.M.P.M., Lands of Lazy LJ Ranch, LLC, dated August 4, 2021, filed for record on March 4, 2020, as document number 2200545, filed in Cabinet G, Slide 118, Plat Records of Torrance County, New Mexico

**Agreement 31:**

**Landowner:**

LAZY LJ RANCH, LLC, a New Mexico limited liability company

**Landowner Documents:**

Agreement and Option to Purchase Easements dated October 13, 2020, entered into by and between Lazy LJ Ranch, LLC, a New Mexico limited liability company, and Ancho Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Agreement and Option to Purchase Easements filed of record on October 15, 2020 as Document No. 002202803, in Book 344, Page 3076; as options exercised by that certain Notice of Exercise of Option dated January 27, 2022, filed of record on January 27, 2022 as Document No. 2220251, in Book 350, Page 937; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 2 North, Range 13 East, N.M.P.M.

Section 4: All  
Section 5: All  
Section 8: All  
Section 9: All  
Section 17: All  
Section 20: All  
Section 21: All  
Section 28: All  
Section 33: All

Township 3 North, Range 13 East, N.M.P.M.

Section 32: S2SE4  
Section 33: All

**Agreement 32:**

**Landowner:**

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

**Landowner Documents:**

Business Lease (Lease No. EW-0102) dated \_\_\_\_\_, 2022, entered into by and between New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, and Pattern SC Holdings LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Business Lease (Lease No. EW-0102) filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment of State Business Lease dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 9 North Range 13 East, N.M.P.M.

- Section 4: W2SW4; SE4SW4; SW4SE4
- Section 5: Lots 1, 2, 3, 4; S2N2; S2
- Section 6: Lots 1, 2, 3, 4, 5, 6, 7; S2NE4; SE4NW4; E2SW4; SE4
- Section 7: Lots 1, 2, 3; NE4; E2NW4; NE4SW4; N2SE4; SE4SE4
- Section 8: N2; SE4
- Section 9: N2; SW4; NW4SE4
- Section 16: All
- Section 17: All
- Section 18: Lots 1, 2, 3, 4; NE4; E2NW4; E2SW4; SE4
- Section 19: Lots 1, 2, 3, 4; NE4NE4; E2SW4 SE4
- Section 20: N2N2; SE4NE4; S2
- Section 21: All
- Section 28: NE4; S2NW4; S2
- Section 29: S2NE4; NW4
- Section 30: Lots 1, 2, 3, 4; NE4; E2NW4; E2SW4; SE4
- Section 31: All
- Section 32: All
- Section 33: All

**Agreement 33:**

**Landowner:**

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

**Landowner Documents:**

Grant of Right-of-Way (Right-of-Way Easement No. R-\_\_\_\_\_) dated \_\_\_\_\_, 2022, entered into by and between New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, and El Corazon Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Notice of Grant of Right-of-Way (Right-of-Way Easement No. R-\_\_\_\_\_) filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_, in the Records of Torrance County, New Mexico

**Legal Description:**

Township 2 North, Range 13 East, N.M.P.M.

Section 2: NE4; SW4; SE4NW4; NW4SE4

Township 3 North, Range 13 North, N.M.P.M.

Section 32: NE4SE4

Section 36: NE4; SW4; N2NW4; SE4NW4; NW4SE4

Township 3 North, Range 14 East, N.M.P.M.

Section 18: W2SW4; SW4NW4

Section 19: W2W2

Township 4 North, Range 13 East, N.M.P.M.

Section 24: E2SE4

Section 36: E2E2



## **EXHIBIT B**

### **Description of the Improvements and Equipment as part of Project Property**

To the extent acquired with the proceeds of the Bonds:

All wind generation equipment including wind generation turbines, blades, nacelles, rotors supporting structures and related equipment including measurement (Met) towers including foundations, guy wires, meteorological data acquisition equipment, power source, storage facility, and above-ground and underground data lines, electrical lines, gen-tie lines, meters, monitoring and control equipment, switches, transformers, batteries and other devices for storage of electrical energy, equipment enclosures, fencing, security devices, electrical and communications equipment necessary to condition and increase the voltage of electricity generated by the turbines, telecommunication lines, space boxes, wind turbine generators (including, without limitation, the nacelle and rotor) spare parts, consumables, and all other equipment and personal property which is now or hereafter acquired with bond proceeds or located at the Project Site and used in connection with the Project. Without limiting the generality of the foregoing, to the extent Company owns only a tenancy-in-common interest in any particular equipment, personal property or component thereof, then, for purposes of this Agreement, "Equipment" shall include only Company's tenancy-in-common ownership interest in such equipment, personal property or component thereof, and subject to any applicable shared ownership or tenancy-in-common agreement with respect thereto.

**EXHIBIT C**

**ANNUAL PILT CALCULATION CERTIFICATE**

**TORRANCE COUNTY, NEW MEXICO  
TAXABLE INDUSTRIAL REVENUE BONDS  
(EL CORAZON WIND LLC PROJECT)  
SERIES 2022A**

Torrance County  
205 S. Ninth Street  
P.O. Box 48  
Estancia, NM 87016  
Attn: County Manager

[Date]

With respect to payments due in years 2023 through 2026, payments by El Corazon Wind LLC (the “**Company**”) to Torrance County, New Mexico (the “**County**”) and the School Districts shall be as stated in Section 4.14(b) and (c) of the Lease Agreement (the “**Lease**”) dated as of [CLOSING MONTH] 1, 2022 between the County and the Company. With respect to payments due in years 2027 and thereafter, and pursuant to Section 4.14(b) and (d) of the Lease, the undersigned certifies on behalf of the Company that effective as of the date of this certificate, the megawatt nameplate installed capacity at the Project (as defined in the Lease) is \_\_\_\_\_ MW (the “**Certified Project MW Capacity**”). “PILT Rate” means \$2,800, increasing 2.5% (on a non-compounding basis) on January 1, 2027, and on each fifth January 1 thereafter during the Term. PILT Payments are to be calculated in accordance with the PILT Rate in effect on the relevant PILT Payment Date. Capitalized terms used but not defined in this certificate are used in this certificate as defined in the Lease.

Based on the Certified Project MW Capacity or as otherwise indicated in Section 4.14(b) and (c) of the Lease for years 2023 through 2026, the Company has calculated the PILT Payments for the PILT Payment Date occurring on January [\_\_\_], 20[\_\_\_] to be as follows:

**1) Total Annual Base PILT Amount:**

*(As indicated in Section 4.14(b) and (c) of the Lease for years 2023 through 2026 or PILT Rate x Certified Project MW Capacity in years 2027 and thereafter),*

\$ \_\_\_\_\_

**2) Issuer PILT Payment (calculated pursuant to NMSA 1978, §4-59-4(A)(2)(b) (2021))**

*([PERCENTAGE]% of Total Annual Base PILT Amount)*

\$ \_\_\_\_\_

**3) Total School District PILT Payments (calculated pursuant to §4-59-4(A)(2)(b) (2021))**

*([PERCENTAGE]% of Total Annual Base PILT Amount)*

\$ \_\_\_\_\_

**4) Corona Schools PILT Payment (calculated pursuant to §4-59-4(A)(2)(c) (2021))**  
*(20% (1/5) of total School PILT Payments Amount)* \$ \_\_\_\_\_

**5) Estancia Schools PILT Payment (calculated pursuant to §4-59-4(A)(2)(c) (2021))**  
*(20% (1/5) of Total School PILT Payments Amount)* \$ \_\_\_\_\_

**6) Moriarty Schools PILT Payment (calculated pursuant to §4-59-4(A)(2)(c) (2021))**  
*(20% (1/5) of Total School PILT Payments Amount)* \$ \_\_\_\_\_

**7) Mountainair Schools PILT Payment (calculated pursuant to §4-59-4(A)(2)(c) (2021))**  
*(20% (1/5) of Total School PILT Payments Amount)* \$ \_\_\_\_\_

**8) Vaughn Schools PILT Payment (calculated pursuant to §4-59-4(A)(2)(c) (2021))**  
*(20% (1/5) of Total School PILT Payments Amount)* \$ \_\_\_\_\_

Very Truly Yours,

EL CORAZON WIND LLC

By \_\_\_\_\_

Name:

Its:

cc: Corona Public School District, Attn: Superintendent  
Estancia Municipal School District, Attn: Superintendent  
Moriarty Municipal School District, Attn: Superintendent  
Mountainair Public School District, Attn: Superintendent  
Vaughn Municipal School District, Attn: Superintendent

**EXHIBIT D**

**EXCERPTS FROM SUBLEASE AGREEMENT  
CONCERNING DECOMMISSIONING OBLIGATIONS**

**[Attached]**

Each defined term used in this Exhibit D shall have the meaning ascribed to such term in the Land Agreement.

## SUNZIA WIND PROJECT

### PROJECT DECOMMISSIONING OBLIGATIONS FOR PROJECT SITES LOCATED IN TORRANCE COUNTY, NEW MEXICO

#### PART I. WIND LEASE LAND

##### ALL LANDOWNERS EXCEPT FOR THOSE NAMED SEPARATELY BELOW

**Removal of Wind Project Improvements.** Within twelve (12) months after the date the land agreement expires or terminates as to all of the Property, Developer shall remove all Wind Facilities and take appropriate measures to restore the Property substantially to its condition on the Effective Date of the land agreement. Developer's removal and restoration efforts shall be performed in accordance with the following standards:

(a) Wind Turbines (including towers and pad-mount transformers): Shall be cleared, cleaned and removed from the Property. Any liquids, greases, etc. contained therein shall also be removed safely from the Property in accordance with then-existing laws and regulations;

(b) Tower Foundations and Pad Mount Transformer Foundations: For all foundations installed in the ground, the foundations shall be cleared, cleaned and removed from the ground at least four (4) feet below the grade of the land affected thereby. Developer shall ensure that any holes or cavities created in the ground as a result of such removal are filled with topsoil of the same or similar type found at the Property;

(c) Any Overhead Transmission, Power and/or Communication Lines (if any) owned by Developer and no longer in use: Shall be cleared, cleaned and removed from the Property;

(d) Substation(s): Shall be cleared, cleaned and removed from the Property and any liquids, greases, etc. contained in the substation(s) shall be removed safely from the Property in accordance with then-existing laws and regulations;

(e) Buried Cables (power and/or communication): For all buried cables of whatever type (power, fiber-optic, communication, etc.) installed in the ground, such cables shall be cleared, cleaned at least three (3) feet below the grade of the land affected thereby. Developer shall ensure that any holes or cavities created in the ground as a result of such removal are filled with topsoil of the same or similar type found at the Property;

(f) O & M Building: Shall be cleared, cleaned and removed from Property. Owner may request that Developer leave and assign O & M building to Owner.

(g) Restoration of Surface. To the extent reasonably practicable, the Property will be returned to the condition it was in on the Effective Date of the land agreement, using scarification, V-rip and disc methods, as appropriate. Developer shall ensure that any holes or cavities created in the ground are filled with topsoil of the same or similar type found at the Property and to the extent reasonably practicable, the surface is returned to the same condition as before Developer dug the holes or cavities.



## **MCKENZIE LAND AND LIVESTOCK COMPANY**

**Removal of Wind Project Improvements.** Upon termination of the land agreement, whether as to the entire Property or only as to part, Grantee shall, as soon as practicable thereafter, remove all above-ground Windpower Facilities (other than roads) and all underground Windpower Facilities down to a depth of three (3) feet from the Property or portion as to which the land agreement was terminated and restore the soil surface to a condition reasonably similar to its original condition.

**DONALD AND CAROL ANSLEY  
DOUBLE ARROW LLC  
HARRAL, INC., et al.  
NORMA SUE HARVEY  
WILLIAM AND JOY WRYE**

**Removal of Wind Project Improvements.** Upon termination of the land agreement, whether as to the entire Property or only as to part, Lessee shall, as soon as practicable thereafter, remove all above-ground Windpower Facilities from the Property or portion as to which the land agreement was terminated, and restore the soil surface to a condition reasonably similar to its original condition.

## **NEW MEXICO STATE LANDS**

**Decommissioning and Restoration.** When Lessee submits Project Plans, Lessee shall also submit to Lessor for Lessor's Approval a Decommissioning Plan for the Wind Power Facilities located on the Land. The Decommissioning Plan shall include the removal of all Project Improvements to a depth of thirty-six (36) inches and Restoration of the surface of the Land, and shall include an estimate of cost to complete the Decommissioning Plan. The Decommissioning Plan shall be prepared by, and bear the seal and signature of, a licensed New Mexico professional engineer pursuant to and prepared in compliance with the New Mexico Engineering and Surveying Practice Act, and the rules promulgated under that authority, or another similarly qualified New Mexico professional approved in advance by Lessor. The Decommissioning Plan will be based upon such information as is known to Lessee at the time and upon such assumptions as are reasonable at the time. Lessor shall review Lessee's proposed Decommissioning Plan within thirty (30) days, and provide comments to same if Lessor does not approve the Decommissioning Plan, and in such event, Lessee shall respond to Lessor's comments and re-submit a revised Decommissioning Plan within a reasonable time. Lessee shall not proceed with construction until Lessor has granted Approval of the Decommissioning Plan and the amount of the Decommissioning Bond or Surety.

## **PART II. TRANSMISSION EASEMENT AREAS**

**Removal of Transmission Facilities.** Within twelve (12) months after the date the land agreement expires or terminates as to all of the Easement Areas, Grantee shall remove the Transmission Line facilities and take appropriate measures to restore the Easement Areas substantially to their respective condition on the Effective Date of the land agreement. Grantee's

removal and restoration efforts within the Easement Areas shall be performed in accordance with the following standards:

(a) all foundations installed in the ground within the Easement Areas shall be cleared, cleaned and removed from the ground at least four (4) feet below the grade of the land affected thereby, and Grantee shall ensure that any holes or cavities created in the ground as a result of such removal are filled with topsoil of the same or similar type found at the Owner's Property;

(b) all overhead transmission, power and/or communication lines (if any) owned by Grantee and no longer in use shall be cleared, cleaned and removed from the Easement Areas;

(c) all buried cables of whatever type (power, fiber-optic, communication, etc.) installed in the ground within the Easement Areas shall be cleared, cleaned and removed from the ground at least three (3) feet below the grade of the land affected thereby, and Grantee shall ensure that any holes or cavities created in the ground as a result of such removal are filled with topsoil of the same or similar type found at the Owner's Property; and

(d) to the extent reasonably practicable, the Easement Areas will be returned to substantially the condition it was in on the Effective Date, using scarification, V-rip and disc methods, as appropriate, and Grantee shall ensure that any holes or cavities created in the ground are filled with topsoil of the same or similar type found at the Owner's Property

TORRANCE COUNTY, NEW MEXICO  
As Issuer

EL CORAZON WIND LLC  
As Company

[INSERT NAME OF PURCHASER]  
As Purchaser

And

[INSERT NAME OF DEPOSITARY]  
As Depositary

---

INDENTURE

---

Dated as of [CLOSING MONTH] 1, 2022

Securing

\$2,541,000,000  
Torrance County, New Mexico  
Taxable Industrial Revenue Bonds  
(El Corazon Wind LLC Project)  
Series 2022A

This instrument constitutes a security agreement with respect to monies on deposit in the funds and accounts created hereunder and certain personal property, including certain after-acquired property as set forth herein, under the laws of the State of New Mexico.

## TABLE OF CONTENTS

	Page
ARTICLE I - RECITALS .....	1
Section 101. The Act.....	1
Section 102. Government Proceeding.....	1
Section 103. The Sublease Agreement. ....	1
Section 104. The Indenture; Lien; Collateral Pledge.....	1
Section 105. The Lease Agreement. ....	2
Section 106. Conditions Precedent Performed. ....	2
ARTICLE II - DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION ..	2
Section 201. Meanings of Words and Terms.....	2
Section 202. Rules of Construction. ....	5
Section 203. Bonds Not General Obligations of Issuer. ....	5
ARTICLE III – GRANT .....	5
Section 301. Pledge and Grant of Security Interest. ....	6
Section 302. Release and Discharge of Indenture. ....	6
Section 303. Survival of Certain Provisions.....	6
Section 304. Priority of [First Lender Mortgage and Leasehold Mortgage]. ....	6
Section 305. Further Assurances.....	7
ARTICLE IV - AUTHORIZATION, FORM, EXECUTION AND DELIVERY OF BONDS.....	7
Section 401. Authorization; Authorized Amount of the Bonds.....	7
Section 402. Form of Bond; Principal and Interest Payments. ....	7
Section 403. Execution and Delivery; Payment. ....	8
Section 404. Advances.....	8
Section 405. Registration and Transfer of the Bonds. ....	8
Section 406. Lost, Stolen, Destroyed and Mutilated Bonds. ....	9
Section 407. Cancellation and Destruction of the Bonds by Issuer.....	9
Section 408. Application of Payments for Bonds.....	9
ARTICLE V - REDEMPTION.....	10
Section 501. Redemption.....	10
Section 502. Payment of Redeemed Bonds. ....	10
ARTICLE VI – THE ACQUISITION ACCOUNT.....	10
Section 601. Creation; Deposits.....	10
Section 602. Disbursements.....	11
Section 603. Records. ....	11
Section 604. Depository May Rely on Requisitions. ....	11
Section 605. Account Statements. ....	12
Section 606. Completion Date. ....	12
Section 607. Payment on Acceleration. ....	12
Section 608. Investments. ....	12
Section 609. No Liability.....	13
Section 610. Source of Payment of the Bonds.....	13
ARTICLE VII - PARTICULAR COVENANTS AND PROVISIONS .....	13

Section 701.	Extent of Covenants; Disclaimer of Liability. ....	13
Section 702.	Performance; Authority. ....	14
Section 703.	Office or Agency.....	14
Section 704.	Obligations Under the Lease Agreement.....	14
Section 705.	Use and Possession by the Company.....	14
Section 706.	Instruments of Further Assurance. ....	14
Section 707.	Recording of Indenture, Supplemental Indentures and Other Documents. ....	15
ARTICLE VIII -	DEFAULT AND REMEDIES.....	15
Section 801.	Events of Default. ....	15
Section 802.	Acceleration. ....	15
Section 803.	Issuer and Depositary not Responsible. ....	15
Section 804.	Rights and Remedies of Purchaser. ....	16
Section 805.	Lender Right to Cure Defaults. ....	16
Section 806.	Consequential Damages.....	16
ARTICLE IX –	THE DEPOSITARY.....	16
Section 901.	Acceptance of Duties. ....	16
Section 902.	Compensation. ....	18
Section 903.	Qualification. ....	18
Section 904.	Resignation and Removal. ....	18
Section 905.	Successor Depositary. ....	19
ARTICLE X -	SUPPLEMENTS AND AMENDMENTS TO INDENTURE .....	19
ARTICLE XI -	MISCELLANEOUS PROVISIONS .....	19
Section 1101.	Notices. ....	20
Section 1102.	Remedies.....	20
Section 1103.	Beneficiaries. ....	21
Section 1104.	Severability. ....	21
Section 1105.	Obligations of Issuer Not Obligations of Officials Individually. ....	21
Section 1106.	Payments Due on Days That Are Not Business Days. ....	21
Section 1107.	Execution in Counterparts.....	21
Section 1108.	Applicable Law.....	22
Section 1109.	Survival. ....	22
Section 1110.	No Violation of Public Policies Regarding Indemnity. ....	22
Section 1111.	Successors. ....	22
Section 1112.	Title, Headings.....	22
Section 1113.	Non-Merger.....	22
Section 1114.	No Waiver.....	23
Section 1115.	Patriot Act. ....	23
Exhibit A	Form of Series 2022A Bond	
Exhibit B	Requisition and Certificate	
Exhibit C	Completion Certificate	



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”); EL CORAZON WIND LLC, a Delaware limited liability company (together with its successors and assigns and affiliates, the “Company”); and [INSERT NAME OF PURCHASER], a [Delaware] limited liability company (together with its successors and assigns, and transferees of the Bonds (defined below), the “Purchaser”), and [INSERT NAME OF DEPOSITARY], in its capacity as depositary hereunder (together with its successors and assigns, the “Depositary”), agree:

## ARTICLE I- RECITALS

Section 101. The Act. Pursuant to the County Industrial Revenue Bond Act, NMSA 1978, Sections 4-59-1 to -16 (1975, as amended through 2021) (the “Act”), the Issuer is authorized to acquire, own, lease or sell “projects” (as defined in the Act) for the purpose of promoting industry and trade by inducing manufacturing, industrial and commercial enterprises to locate or expand in the State of New Mexico (the “State”), 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 derived from the projects for which the bonds are issued. Such bonds may be secured by, among other things, the revenues of the project, a pledge of the Issuer’s lease of such project and a mortgage covering all or any part of the project for which the revenues pledged may be derived. 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 Issuer’s Board of County Commissioners (the “Governing Body”), a proposal relating to the issuance of taxable industrial revenue bonds and the acquisition, construction, equipping and installation of a wind farm, including without limitation certain real property rights, title, easements and leasehold interests, wind generation equipment consisting of turbines, blades, nacelles, rotors and supporting structures and related improvements, electrical lines and related assets used in the generation of electricity. The Issuer, by Ordinance No. [\_\_\_\_\_-\_\_] adopted on [September 28, 2022], authorized, among other matters, (i) the issuance of its Torrance County, New Mexico Taxable Industrial Revenue Bonds (El Corazon Wind LLC Project), Series 2022A in an aggregate principal amount not to exceed \$2,541,000,000 (the “Bonds”), substantially in the form of Exhibit A attached hereto, and (ii) the execution and delivery of this Indenture.

Section 103. The Sublease Agreement. The Company has entered into one or more lease and easement agreements with various lessors under which the Company leased the Project Site (collectively, the “Project Site Leases”). On [INSERT DATE], 2022, the Company entered into one or more sublease agreements with the Issuer (collectively, the “Sublease Agreement”) under which the Company subleased and conveyed to the Issuer all of the Company’s rights and none of its obligations under the Project Site Leases, upon terms and conditions as provided under the Sublease Agreement.

Section 104. The Indenture; Lien; Collateral Pledge. The Bonds are to be issued under and pursuant to this Indenture (together with any and all amendments and supplements, this “Indenture”). This Indenture constitutes a collateral pledge and assignment of the Lease Agreement (defined below) and the other collateral described in Section 301 in favor of the Purchaser of the Bonds.

Section 105. The Lease Agreement. The Issuer has entered into a Lease Agreement with the Company dated as of the date hereof (together with any and all amendments and supplements, the “Lease Agreement”), under which the Issuer has leased the Project Property (as defined in the Lease Agreement) 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 when due. 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 all of its interests in the Lease Agreement (other than the Unassigned Rights) and grant to the Purchaser a security interest in the Project Property which security interest shall at all times be junior and subordinate to the prior security interest in the Project Property granted by the Company to the Lender or Lenders regardless of when the First Lender Mortgage and/or Leasehold Mortgage (as defined in the Lease Agreement) are imposed upon the Purchaser’s interests in the Lease Agreement and the Project Property.

Section 106. Conditions Precedent Performed. Based on the opinion of Bond Counsel, and without having conducted any independent investigation thereof, the Issuer is not aware of any act or condition required on the part of the Issuer by the Constitution and laws of the State to happen, exist or be performed precedent to and in the execution and delivery of this Indenture, the Lease Agreement or the issuance of the Bonds, except such as do exist, have happened or have been performed.

## ARTICLE II- DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 201. Meanings of Words and Terms. All words and terms defined in the Lease 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 Account” has the meaning assigned in Section 601.

“Act” has the meaning assigned in Section 101.

“Advances” has the meaning assigned in Section 602.

“Affiliate” means any direct or indirect parent or subsidiary of a corporation or limited liability company.

“Applicable Law” has the meaning assigned in Section 1115.

“Authorized Company Representative” means any one of the persons designated from time to time 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 authorized signatory of the Company.

“Authorized Purchaser Representative” means any one of the persons at the time designated to act on behalf of the Purchaser in a certificate furnished to the Issuer and the

Depository containing the specimen signatures of such persons and signed on behalf of the Purchaser by an authorized signatory.

“Basic Rent” has the meaning assigned thereto in the Lease Agreement.

“Bonds” have the meaning assigned in Section 102.

“Bond Counsel” means Rodey, Dickason, Sloan, Akin & Robb, P.A., Albuquerque, New Mexico.

“Bond Documents” means, collectively: (i) the Lease Agreement, (ii) the Sublease Agreement, (iii) this Indenture, and (iv) the Bond Purchase Agreement.

“Bond Purchase Agreement” means the Bond Purchase Agreement, dated the date of the execution and delivery of the Bonds, 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, the Town of Estancia, New Mexico, or the City of New York, New York are authorized or required to close.

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

“Completion Certificate” means a certificate signed by an Authorized Company Representative certifying that the Project is complete in all material respects and all costs have been paid or provision has been made for their payment, in the form attached hereto as Exhibit C.

“Completion Date” has the meaning assigned thereto in the Lease Agreement.

“County” means Issuer.

“Cure Notice” has the meaning assigned in Section 805(a).

“Curing Party” has the meaning assigned in Section 805(a).

“Default” has the meaning assigned in Section 801.

“[Deposit Account Control Agreement]” means that certain Deposit Account Control Agreement to be entered into after the Closing Date (as defined in the Bond Purchase Agreement) by and among the Depository, the collateral agent for the benefit of the Secured Parties (as defined in the Deposit Account Control Agreement), and the Company.

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

“[Equity Capital Contribution Agreement]” means that certain Equity Capital Contribution Agreement to be entered into after the Closing Date (as defined in the Bond Purchase Agreement) by and among the equity investors as named in such agreement.

“Event of Default” has the meaning assigned in Section 8.01 of the Lease Agreement.

“[First Lender Mortgage]” has the meaning assigned thereto in the Lease Agreement.

“Indenture” has the meaning assigned in Section 104.

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

“Issuance Costs” means items of expense related to the authorization, sale and issuance of the Bonds and authorization and execution of Bond Documents, which items of expense will include, but not be limited to, application fees and expenses, publication costs, printing costs, costs of reproducing documents, filing and recording fees, Bond Counsel fees, Issuer’s financial advisor, Issuer bond counsel and other contract counsel fees, initial fees of Depository and other costs, charges and fees of the Issuer and the Company in connection with the foregoing.

“Lease Agreement” has the meaning assigned in Section 105.

“Leasehold Mortgage” has the meaning assigned thereto in the Lease Agreement.

“Lender” or “Lenders” has the meaning assigned in Section 2.01 of the Lease Agreement.

“Loan Agreement” has the meaning assigned thereto in the Lease Agreement.

“Maturity Date” means [INSERT DATE], 2052.

“Parties” mean the Issuer, the Purchaser, the Company, and the Depository.

“Party” means any one of the Parties.

“Person” means an individual, corporation, partnership, limited liability partnership, limited liability company, unincorporated organization, association, joint stock company, joint venture, trust, estate, real estate investment trust, government, government agency or political subdivision or other entity, whether acting in an individual, fiduciary or other capacity.

“Project” has the meaning assigned in the preamble to the Lease Agreement.

“Project Property” has the meaning assigned thereto in the Lease Agreement.

“Project Site” has the meaning assigned thereto in the Lease Agreement and is further described in Exhibit A thereto.

“Project Site Leases” means jointly those certain lease and easement agreements as set forth in Exhibit A to the Lease Agreement.

“Purchaser” has the meaning assigned in the preamble to the Lease Agreement.

“Record Date” means [INSERT MONTH] 1, while the Bonds are outstanding.

“Redemption Price” has the meaning assigned in Section 501.

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

“Section 56-7-1” has the meaning assigned in Section 1110.

“Section 56-7-2” has the meaning assigned in Section 1110.

“Securities Act” has the meaning assigned in Section 4.05.

“State” has the meaning assigned in Section 101.

“Sublease Agreement” has the meaning assigned in Section 103.

“Unassigned Rights” has the meaning assigned in Section 2.01 of the Lease Agreement.

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 Lease Agreement and the provisions of this Indenture will be resolved in favor of the provisions of this Indenture.

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. Pledge and Grant of Security Interest. 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 in accordance with the terms of this Indenture and the other Bond Documents), 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 pledges and assigns to the Purchaser and grants a security interest to the Purchaser in, subject to any [First Lender Mortgage and Leasehold Mortgage] (as defined in the Lease Agreement), (i) all the Issuer's right, title and interest in and to the Lease Agreement (except for the Unassigned Rights), including, without limitation, its rights to the Basic Rent payable by the Company; (ii) the Sublease Agreement, (iii) the Project Property; and (iv) the monies and investments in the Acquisition Account.

Section 302. Release and Discharge of Indenture. If the principal of, interest on and redemption price, if any, of the Bonds, are paid in full to the Purchaser, then all obligations of the Issuer as to such Bonds under this Indenture will terminate, and the Purchaser will cancel and discharge the lien granted under this Indenture and execute and deliver to the Issuer, the Depositary (subject to Section 904(d)) and the Company such instruments in writing as may be required to evidence such discharge. As long as the principal of, interest on and redemption price of any Bonds remain unpaid, the obligations of the Issuer as to such Bonds under the Indenture shall not terminate and will remain in full force and effect until all such Bonds have been paid in full. The Clerk of the Issuer is authorized to accept a certificate of the Purchaser stating that all principal and interest due on all outstanding Bonds have been paid as evidence of the satisfaction of this Indenture.

Section 303. Survival of Certain Provisions. Notwithstanding the foregoing, any provisions of this Indenture and any legislation which relate to the maturity of the Bonds, interest payments and the dates thereof, exchange, transfer and registration of the Bonds, replacement of mutilated, destroyed, lost or stolen Bonds, non-presentment of the Bonds, the holding of monies in trust, and repayments to the Company from various funds established pursuant to this Indenture and the duties in connection with all of the foregoing, will remain in effect and be binding upon the Company and the Purchaser, notwithstanding the release and discharge of this Indenture. The provisions of this Section 303 will survive the release, discharge and subordination of this Indenture.

Section 304. Priority of [First Lender Mortgage and Leasehold Mortgage]. The Issuer, the Purchaser and the Depositary acknowledge that the Issuer's interest in the Project Property, the liens and security interests granted and created in this Indenture in favor of the Purchaser under Section 301 hereof, including, but not limited to, the Acquisition Account created with the Depositary under Section 601 hereof, will at all times be subordinate to the [First Lender Mortgage and the Leasehold Mortgage] (as defined in the Lease Agreement) regardless of when the [First Lender Mortgage and/or Leasehold Mortgage] are recorded. To the extent authorized by the Company and the Purchaser, the Depositary may enter into a [Deposit Account Control Agreement] with the Lender providing the first lien financing to the Company pursuant to which the funds deposited in the Acquisition Account, until they are disbursed by the Depositary in accordance with this Indenture, are subject to such first lien financing and the terms of such control agreement.

Section 305. Further Assurances.

(a) The Issuer, the Purchaser and the Company will, at the direction of the Purchaser, or of the senior secured lenders, including the Lender or Lenders, or the Company, or an agent therefor (which shall be deemed to be beneficiaries of this provision), and 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 Depository, the Issuer, the Company, the Purchaser and the Lender or Lenders and any other senior secured lender in and to the rights accorded under: this Indenture; the Lease Agreement, including, without limitation, the Basic Rent; the Sublease Agreement; the Project Property; and in the monies and investments in the Acquisition Account, including, without limitation, the filing of financing statements and continuation statements and the execution, acknowledgement, delivery, filing and recordation of any other necessary agreements and instruments.

(b) Purchaser agrees to subordinate its right as pledgee, assignee and secured party as provided in Section 301 hereof to the Lender or Lenders and any other financial institution, lender or other financing party providing all or part of the Company Financing (as defined in the Lease Agreement), from time to time and regardless of when any mortgage or lien is imposed by the Lender or Lenders and to enter into such agreements as the Lender or Lenders, such other financial institution, lender or other financing party providing all or part of the Company Financing from time to time or the Company, its manager, or any subsidiary or affiliate of the Company may reasonably request to evidence such subordination.

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 two billion five hundred forty-one million dollars (\$2,541,000,000) (referred to hereafter in Sections 401 and 402, as the “Bond”). The Bond will be identified as Series 2022A and numbered RA-01. No Bond may be issued under this Indenture except in accordance with this Article IV. The total principal amount of the Bonds issued under this Indenture is expressly limited to \$2,541,000,000 and no additional bonds may be issued under this Indenture. The Bond may be transferred in accordance with the terms of this Indenture and the Bond.

Section 402. Form of Bond; Principal and Interest Payments. The Bond will be in substantially the form of Exhibit A attached hereto. The Bond will be dated the date of execution and delivery of this Indenture and will bear interest at [four and one-half percent (4.5%)] per annum from the date of payment of each Advance made pursuant to Section 404 through the Maturity Date or prior redemption of the Bond. Interest on the Bond will be calculated on the basis of a 360 day calendar year consisting of twelve thirty-day months. The principal amount of the Bond shall be equal to the aggregate amount of all outstanding Advances made pursuant to Section 404. Accrued interest shall be payable annually on each [MONTH, DAY], beginning [MONTH, DAY], 2023, with the outstanding principal of the Bond plus all unpaid interest thereon payable in full on the Maturity Date, or upon the prior redemption of the Bond in full or in part. Principal and interest on the Bond, as applicable, will be payable from Basic Rent

received from the Company to the owner of the Bond on the immediately preceding Record Date and upon payment of the Bond in full, upon the presentation of the Bond 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 Chair or Vice-Chair of the Governing Body of the Issuer and attested by the Clerk or a Deputy Clerk 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 401.

Section 404. Advances. Subject to the terms and conditions of the Bond Purchase Agreement, the Purchaser will purchase the Bonds upon the execution and delivery of the Indenture and will pay the purchase price of the Bonds as set forth in Section 2 of the Bond Purchase Agreement through advances described in this Section 404. The Company will request advances by notice to the Purchaser and the Depositary in accordance with Section 602 of this Indenture. Promptly upon receipt of such notice from the Company requesting an advance, the Purchaser will, so long as no Default has occurred and is continuing, remit the amount of the advance requested in such notice to the Depositary for deposit in the Acquisition Account, provided that the aggregate amount of the advances requested by the Company and remitted by the Purchaser will not exceed \$2,541,000,000. The records of the Depositary will be conclusive as to the amount of advances requested and made from the Acquisition Account, absent manifest error. The Purchaser is authorized to endorse on the schedule attached to the Bonds the date and amount of each such advance and each principal payment on and redemption in part of the Bonds and the resulting principal amount. 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.

Section 405. Registration and Transfer of the Bonds. The Company or its designee, on behalf of the Issuer, will cause to be kept at its office a book for the registration and transfer of the Bonds. Upon receipt of notice of the transfer of the Bonds by the Company or its designee in accordance with their terms, the Company or its designee, acting on behalf of the Issuer will cause the registration book to reflect the name and address of the transferee, unless a trustee for bondholders is appointed as provided in this Indenture, in which event such trustee will maintain such registration book. Ownership of the Bonds will be proved by the registration book and any request, demand, authorization, direction, notice, consent waiver or other act of the holder of any Bonds will bind every future holder of such Bonds and the holder of every Bond issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof in respect of anything done, omitted, or suffered to be done by the Company in reliance thereon, whether or not notation of such action is made upon such Bond. The registration book will be open to inspection by the Issuer upon advance notice during the Company's normal business hours.

Purchaser shall be permitted to assign the Bonds to its or the Company's Lender or Lenders as collateral for any financing or refinancing of the Project provided that such transfer is, to the extent applicable, consummated in accordance with applicable federal and state securities laws; provided, however, Purchaser 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 Purchaser or any Lender or Lenders and, at Purchaser's sole expense, cooperate reasonably to execute, or arrange for the delivery within thirty (30) days of such request, those normal, reasonable and customary consents, certificates, opinions and other documents and provide such other normal and customary representations or warranties as may be necessary to assist Purchaser or the Company in consummating any financing or refinancing of the Project or any part thereof; provided that any such documents will be fully nonrecourse to the Issuer and may be subject to the Issuer obtaining all necessary approvals of the Issuer's Governing Body to the extent required under applicable law.

The Bonds may be transferred in whole by the Purchaser, together with the obligation to fund Advances thereunder, upon: (i) surrender of the Bonds and issuance of new Bonds; (ii) compliance with the Securities Act of 1933, as amended (the "Securities Act"), and applicable state securities laws as established to the satisfaction of the Issuer; and (iii) 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, to the effect the transfer complies with the Securities 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 as further set forth in the Bond form attached as Exhibit A, provided that the conditions described in clauses (iii)(A) and (B) of this Section 405 shall not apply to the transfer of the Bonds pursuant to any pledge by the Purchaser of the Bonds as collateral to one or more financial institutions, including without limitation the Lender or Lenders. The Issuer agrees that it will cooperate in delivering new Bonds, registered in the name of the transferee. The transferee will pay any tax or fee or other charge imposed on the transfer. The Person in whose name the Bonds are registered, shall be deemed and treated 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 Bonds, to the extent of the sum or sums paid; and will not be affected by any notice to the contrary.

Section 406. Lost, Stolen, Destroyed and Mutilated Bonds. If the Issuer receives satisfactory evidence that the Bonds have been lost, stolen, destroyed or mutilated and receives satisfactory indemnity, then the Issuer will execute and deliver a new Bond. The applicant for a new Bond will pay any charges and expenses in connection with the issuance of the new Bond. A new Bond issued under this Section 406 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 406 with respect to the replacement of the lost, stolen, destroyed or mutilated Bond are exclusive.

Section 407. Cancellation and Destruction of the Bonds by Issuer. If the Bonds are delivered to the Company or the Issuer for cancellation, the Bonds will be cancelled immediately and burned or otherwise destroyed by the Issuer.

Section 408. Application of Payments for Bonds. Payments received by the Purchaser with respect to the redemption of all or any portion of the Bonds will be applied first, to the principal amount to be redeemed and then, to accrued interest on such principal amount. All other payments received by the Purchaser with respect to the Bonds will be applied first, to accrued interest on the Bonds and then, to the unpaid principal of the Bonds. If such payments

exceed accrued interest on the unpaid principal of the Bonds, Purchaser will pay the excess 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 Advances under this Indenture.

#### ARTICLE V- REDEMPTION

Section 501. Redemption. If the Company gives notice to the Issuer, the Depository (during the period of its appointment under Section 904(d) hereof) and the Purchaser pursuant to Article IX of the Lease Agreement that the Company has elected to cause the redemption of the Bonds in full or in part and the Company pays the redemption price (or otherwise offsets such amount as contemplated under Section 5.05 of the Lease Agreement), all or such portion of the Bonds will be deemed redeemed by the Issuer on the date indicated in such notice at a price equal to the principal amount to be redeemed plus accrued interest on such principal amount to the redemption date, without premium (the “Redemption Price”). If the Company redeems the Bonds in full before the Completion Date, any monies in the Acquisition Account will be returned to the Company.

Section 502. Payment of Redeemed Bonds. Upon the giving of notice of redemption as provided in Section 501, the Bonds or portions thereof called for redemption shall be due and payable on the date fixed for redemption at the Redemption Price. Payment of the Redemption Price shall be made by the Company upon surrender of such Bonds. The expense of giving notice and any other expenses of redemption shall be paid by the Company. If there shall be called for redemption less than the principal amount of the Bonds, the Issuer shall execute and deliver upon surrender of such Bonds, and without charge to the registered owner thereof, at the option of the registered owner, registered Bonds of like Maturity Date to be issued in an aggregate amount equal to the unredeemed portion of the principal amount of the Bonds so surrendered.

From and after the date fixed for redemption designated in such notice, notwithstanding that the Bonds so called for redemption in whole or in part shall not have been surrendered for cancellation, no further interest shall accrue upon the principal of the Bonds or portions thereof so called for redemption, the Bonds thereof to be redeemed shall cease to be entitled to any lien, benefit or security under this Indenture, and the registered owner(s) thereof shall have no rights to such Bonds or portions thereof, except to receive payment of the Redemption Price thereof.

#### ARTICLE VI- THE ACQUISITION ACCOUNT

Section 601. Creation; Deposits. A special account is hereby created with the Depository and designated [“Torrance County, NM El Corazon IRB Project Acquisition Account”] (the “Acquisition Account”). The Company is a “customer” within the meaning of Section 4-104 of the Uniform Commercial Code with respect to the Acquisition Account. Any monies received by the Issuer or the Depository on account of any advances under Section 404 will be deposited in the Acquisition Account. The monies in the Acquisition Account will be held by the Depository and will, subject to the provisions of Sections 606 and 607, be applied to



the payment of Related Costs and, pending such application, will be subject to the lien in favor of the Purchaser. As provided in Section 304, the interests of the Issuer, the Purchaser, the Company, and the Depository in and to the monies in the Acquisition Account shall at all times be subordinate to the [First Lender Mortgage and/or the Leasehold Mortgage] regardless of when the [First Lender Mortgage and/or the Leasehold Mortgage] are granted or recorded. Disbursements from the Acquisition Account are subject to the rights of the secured party, under the Deposit Account Control Agreement.

Section 602. Disbursements. The Depository will make payments of Related Costs from monies on deposit in the Acquisition Account (the “Advances”) upon receipt of a requisition and certificate in the form of Exhibit B attached hereto, signed by an Authorized Company Representative, stating 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 or are reasonably expected to be incurred within 30 days for Related Costs and are due and payable (or, in the case of Requisition and Certificate No. 1, if the Company is indicated as the payee, were duly paid by the Company), or will be due and payable by the Company within 30 days and that each item is a proper charge against the Acquisition Account, and has not been the subject of a previous withdrawal from the Acquisition Account;

(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 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

(c) with respect to any item for payment for labor or to contractors, builders or materialmen, (i) the obligations stated have been properly incurred or are reasonably expected to be incurred within 30 days, (ii) to the best knowledge of such Authorized Company Representative, such work was actually performed or such materials or supplies were actually furnished or installed in or about the Project (or are reasonably expected to be actually performed or actually furnished within 30 days), and (iii) to the best knowledge of such Authorized Company Representative, 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 603. Records. The Depository will keep and maintain adequate records pertaining to the Acquisition Account and payments made therefrom, which will be open to inspection by the Issuer, the Purchaser, the Company, the Lenders or their agents, upon advance notice, during Depository’s normal business hours in New York, New York (Eastern Time).

Section 604. Depository May Rely on Requisitions. All requisitions and certificates received by the Depository as conditions of payment from the Acquisition Account, may be conclusively relied upon by the Depository and will be retained by the Depository, subject at all reasonable times, to examination by the Issuer and other Parties and their respective agents and

representatives. The Depositary shall have no duty or obligation to verify the content of any requisition certificate.

Section 605. Account Statements. On a monthly basis, the Depositary will make available account statements covering all receipts and moneys then on deposit in the Acquisition Account, and any investments of such moneys. The Depositary will make reports monthly, at no cost, if the Company requests. The Depositary will provide copies of such monthly account statements at no cost to the Issuer, upon the Issuer's written request. The requirements of this Section 605 may be performed by the Depositary by granting to the Company, and the Issuer on-line view only access to the Acquisition Account. The Company (and, if the Issuer wishes to have such on-line access, the Issuer) shall provide any reasonable information to the Depositary which is needed to establish such Person with access to such on-line portal at no cost to the Issuer.

Section 606. Completion Date. Upon receipt of the Completion Certificate establishing the Completion Date, as provided in Section 4.04 of the Lease Agreement, the Depositary will, to the extent monies are available therefor, set aside 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 moneys remaining in the Acquisition Account to the Company (but the Depositary and the Issuer will have no duty to inquire into or otherwise monitor and will not have any liability associated with the use of the monies by such entities). After all Related Costs have been paid, the Depositary's duties hereunder will cease as set forth in Section 904(d).

Section 607. Payment on Acceleration. If the Purchaser declares the unpaid principal of and accrued interest on the Bonds to be immediately due and payable pursuant to Section 802, the Depositary, to the extent permitted by law, will promptly, upon receipt of written notice of such declaration from an Authorized Purchaser Representative, return all moneys then held for the credit of the Acquisition Account in accordance with Section 601 to the Purchaser for application to the unpaid principal of and accrued interest on the accelerated Bonds.

Section 608. Investments. Moneys on deposit in the Acquisition Account may be invested and reinvested by the Depositary, at the written direction of an Authorized Company Representative, in short-term interest-bearing securities or funds; provided, however, if a selection is not made and instructions not given to the Depositary by an Authorized Company Representative, the monies in the Acquisition Account shall except as otherwise provided herein remain uninvested with no liability for interest therein. Such investments will be deemed at all times to be a part of the Acquisition Account. Any interest accruing on any such investment and any profit realized from such investment will be credited to the Acquisition Account. Any investment income shall be deemed income of the Company for all tax purposes, whether or not the investment income was disbursed by the Depositary during any particular year. The Depositary shall not be liable to pay any tax on any investment income. Any loss resulting from any such investment will be charged to the Acquisition Account. Neither the Depositary nor the Issuer will be responsible for any loss resulting from any such investment or liquidation of any investment. The Depositary 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. The Depositary shall have no obligation to invest or reinvest the funds held in

the Acquisition Account if deposited with the Depository after [11:00 a.m. (Eastern Time)] on such day of deposit. Instructions received after [11:00 a.m. (Eastern Time)] will be treated as if received on the following business day.

Section 609. 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 Account and the Company shall indemnify and hold the Issuer harmless from and against all claims, liabilities of whatsoever nature arising from or relating to the Acquisition Account or the management of the Acquisition Account.

Section 610. Source of Payment of the Bonds. The Bonds and all payments thereon 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 and other security pledged to the payment of the Bonds under this Indenture. The Project Property has been leased under the Lease Agreement and the Basic Rent is to be remitted by the Company directly to the Purchaser on or before each principal payment date and interest payment date, as applicable, subject to the rights of offset set forth in Section 5.05(b) of the Lease Agreement. The Basic Rent is sufficient in amount to ensure 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.

#### ARTICLE VII- PARTICULAR COVENANTS AND PROVISIONS

Section 701. 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 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 out of the Basic Rent (but excluding Additional Payments), proceeds and receipts and other security pledged hereunder, will arise therefrom. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OR OF ANY OF ITS POLITICAL SUBDIVISIONS, OR 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 AND THIS INDENTURE 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 BONDS 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 UNLESS IT SHALL HAVE FIRST BEEN ADEQUATELY INDEMNIFIED

TO ITS SATISFACTION AGAINST THE COST, EXPENSE AND LIABILITY WHICH MAY BE INCURRED THEREBY.

Section 702. 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 without limitation the Act, to issue the Bonds, to execute and deliver this Indenture, to pledge and grant a security interest in the property described in Section 301 of this Indenture and that it has taken all actions required on its part for the issuance of the Bonds, and for the execution and delivery of this Indenture, the Bond Purchase Agreement, the Sublease Agreement and the Lease Agreement.

Section 703. Office or Agency. The Issuer will maintain an office or agency in the Town of Estancia, 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 Clerk of the Issuer will be such agency until further notice.

Section 704. Obligations Under the Lease Agreement. The Issuer: (i) will perform all of its obligations under the Lease Agreement; (ii) will not execute or agree to any change, amendment or modification of or supplement to the Lease Agreement other than as provided in Section 4.02 thereof, except in compliance with a supplement or an amendment duly executed by the Issuer and the Company, with the written approval of the Purchaser and for as long as any obligations are outstanding under the Loan Agreement (as defined in the Lease Agreement) or other loan or obligation in connection with the Company Financing, the Lender or Lenders; 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 Lease Agreement, no authority to enforce any of the rights or remedies of the Purchaser under the Lease Agreement and any actions taken by the Issuer shall be at the expense of the Company.

Notwithstanding the foregoing paragraph, it is the intention of the Lease Agreement that the Company will make payments to the Purchaser for the account of the Issuer, in such amounts and at such times as are necessary to make all payments of principal of, interest on and redemption price of the Bonds in accordance with the terms of the Bond Documents as and when due, and all such payments will be netted against any monies paid and investments made by the Purchaser to the Acquisition Account (including without limitation interest income). The Purchaser will look to the Company for payment of the Bonds and upon the security granted in the Indenture for the obligations of the Company under the Lease Agreement. As described in Section 7.01 of the Lease Agreement, the Issuer will assign and pledge to the Purchaser all right, title and interest of the Issuer in and to the Lease Agreement (except for Unassigned Rights), including without limitation the right to receive payments thereunder.

Section 705. Use and Possession by the Company. The Company will be permitted to possess, use and enjoy the Project Property as provided in the Lease Agreement.

Section 706. 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 Purchaser all the property and revenues and receipts pledged to the payment of the Bonds under this Indenture.

Section 707. Recording of Indenture, Supplemental Indentures and Other Documents. The Company will cause this Indenture, the Sublease Agreement, the Lease Agreement, and all supplements or amendments to this Indenture, as well as all security instruments, financing statements, continuation statements and any other instruments as may be required, to be recorded and 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 the County Clerk of Tarrant County, New Mexico. The Depository and the Issuer will have no responsibility to make any such filings.

#### ARTICLE VIII- DEFAULT AND REMEDIES

Section 801. Events of Default. Each of the following events is a “Default:”

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

(b) An Event of Default under the Lease Agreement occurs and is continuing;  
or

(c) The Company fails to perform any other of its obligations under the Bonds or this Indenture, and such failure continues unremedied for a period of 30 days after the provision by the Issuer or Purchaser of written notice of non-performance, unless the Purchaser or the Issuer, as applicable, shall agree in writing to the extension of such time period prior to its expiration.

Section 802. Acceleration. If a Default has occurred and is continuing, the Purchaser may by notice to the other Parties, declare the then unpaid principal of and all accrued interest on the Bonds payable by the Company, to be immediately due and payable. Upon such declaration the same will be immediately due and payable by the Company; provided, however, that the Purchaser, by written notice to the other Parties, may annul such declaration and destroy its effects and waive any such default if all reasonable charges and expenses of the Issuer and the Depository and their agents and counsel have been paid or provided for.

Section 803. Issuer and Depository not Responsible. Neither the Issuer nor the Depository has any responsibility to act on behalf of the Purchaser with respect to any Default. All rights and remedies arising from or related to any Default are the rights and remedies of the Purchaser; provided that, upon request of the Purchaser, the Issuer, if legally permitted, 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 cost, expense (including any reasonable counsel fees and expenses) or liability the Issuer may incur or suffer as a result of or in connection with such cooperation, subject to the provisions concerning the appointment of a trustee set forth in Article X.



Section 804. Rights and Remedies of Purchaser. The Purchaser will not have the right to initiate 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 a 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 any mortgage or lien imposed by a Lender or Lenders or 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 premium, if any, and interest on the Bonds, 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 provided in this Indenture or in the Bonds.

Section 805. Lender Right to Cure Defaults.

(a) If a Default has occurred and is continuing under this Indenture of which the Company has been notified, the Lender or Lenders or any other mortgagee or assignee of the Company that holds an interest in the Project Property as security, and any other lender in connection with a Company Financing (the “Curing Party”), shall, provided that the Company delivers notice to the Issuer of its intent to cure such Default before the expiration of the applicable cure period set forth in Section 801 (the “Cure Notice”), at any time have the right, but not the obligation, to perform any act necessary to cure any such Default and to prevent the release and discharge of this Indenture. Such right to cure must be performed no later than sixty (60) days following the applicable cure period provided in Section 801.

(b) After receipt of the Cure Notice by the Issuer, the Curing Party shall pay or cause to be paid all monetary charges payable by the Company under this Indenture which have accrued and are unpaid as of the date of the Cure Notice and those which accrue thereafter, and any charges, expenses, fees, and/or penalties that the Issuer may incur as the result of the Default after its receipt of the Cure Notice.

Section 806. Consequential Damages. Notwithstanding any provision contained herein to the contrary, in no event shall the Issuer, the Depositary, the Purchaser or the Company be liable to each other under any provision of this Indenture or the other Bond Documents for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, business interruption damages, loss of use of equipment, costs of capital, cost of temporary equipment or services, whether based in whole or in part in contract or in tort, including negligence, strict liability, or any other theory of liability.

## ARTICLE IX– THE DEPOSITARY

Section 901. 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 with respect to delivery of a certificate of the

Depository under Section 7(e)(viii) of the Bond Purchase Agreement, and no implied covenants or obligations will be read into this Indenture against the Depository.

(b) In the absence of gross negligence or willful misconduct on its part, the Depository may conclusively rely on certificates or notices furnished to the Depository and conforming on their faces to the requirements of this Indenture or the Lease Agreement, as the case may be; but if any such certificates or notices are specifically required to be furnished to the Depository under this Indenture or the Lease Agreement, the Depository will examine the same to determine whether they conform on their faces to the requirements of this Indenture or the Lease Agreement, as the case may be. Without limiting the foregoing, the Depository may rely on information furnished by the Company including as to ownership of the Bonds.

(c) The Company hereby indemnifies and holds harmless the Depository and its officers, directors, employees, representatives and agents from and against any and all loss, liability, cost, damage, expense, obligations, penalties, stamp or other similar taxes, including, without limitation, reasonable counsel fees, which the Depository may suffer or incur by reason of any action, claim or proceeding brought against the Depository arising out of or directly or indirectly 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 gross negligence or willful misconduct of the Depository as determined pursuant to a final, non-appealable judgment of a court of competent jurisdiction. No provision of this Indenture will be construed to relieve the Depository from liability for its own gross negligence or willful misconduct as determined by a final non-appealable order of a court of competent jurisdiction.

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

(e) The Depository 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 Depository, its directors, officers, agents and employees, security or indemnity satisfactory to the Depository against the costs (including without limitation, reasonable fees of attorneys), expenses and liabilities that might be incurred by the Depository in connection therewith.

(f) The Depository shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Depository (including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God or war, civil unrest, local or national disturbance or disaster, any act of terrorism, or the unavailability of the Federal Reserve Bank wire or facsimile or other wire or communication facility).

(g) The Depository shall not be required to expend or risk any of its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties hereunder unless an adequate indemnity against such risk or liability is provided.

(h) The Depositary is authorized to obey and comply with all writs, orders, judgments or decrees issued by a court or an administrative agency having jurisdiction over the matter affecting any money, documents or things held by the Depositary. The Depositary shall not be liable to any of the Parties hereto or any other person by reason of the Depositary's compliance with such writs, orders, judgments or decrees undertaken in good faith.

(i) The Depositary shall be entitled to take any action or to refuse to take any action as required by the Depositary to comply with any applicable law, regulation, or court orders.

Section 902. Compensation. The Company will pay to the Depositary its reasonable fees and charges and all of its reasonable expenses (including reasonable counsel fees and expenses).

Section 903. Qualification. The Depositary must be an [association or a corporation organized and doing business under the laws of the United States of America, be granted trust powers under such laws and be subject to supervision or examination by federal banking authorities]. If at any time the Depositary ceases to be eligible in accordance with the provisions of this Section 903, it will resign immediately in the manner and with the effect specified in Section 904.

Section 904. 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 905.

(b) The Depositary may resign at any time by 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. The costs and expenses (including its attorneys' fees and expenses) incurred by the Depositary in connection with such proceeding shall be paid by the Company.

(c) The Depositary may be removed at any time by the Company by notice to the other Parties.

(d) The Depositary will be automatically removed on the occurrence of the later of (i) the Completion Date and the application of all monies on deposit in the Acquisition Account as provided in Section 606 or (ii) the date on which the Depositary no longer holds funds for payment of Related Costs. No successor Depositary will thereafter be appointed and each reference to the Depositary in this Indenture and the Lease Agreement will thereafter be ineffective.

(e) If the Depositary resigns or is removed (except as provided in subsection (d) of this Section 904), 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.

(f) The entity that served as Depositary and resigned or was removed shall continue to benefit from the indemnification, cost-reimbursement and liability protection provisions of this Agreement with respect to all times during which such entity served as Depositary, except to the extent that its actions constituted gross negligence or willful misconduct.

Section 905. 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 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 and monies held by it under this Indenture to its successor. The Issuer and the Purchaser will execute, acknowledge and deliver any instrument reasonably 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 that is merged or consolidated with or into the Person acting as Depositary, or to which all or substantially all of the corporate trust assets and business of the Depositary may be sold, will automatically become the successor Depositary.

ARTICLE X- SUPPLEMENTS AND AMENDMENTS TO INDENTURE

This Indenture may be supplemented or amended only by one or more instruments executed by the Issuer, the Purchaser, the Company and the Depositary and, for so long as any obligations are outstanding under the [Loan Agreement] and the [Equity Capital Contribution Agreement], the applicable Lender or Lenders. The Depositary will execute any such proposed supplement or amendment on the request of the Purchaser unless the Depositary determines in good faith that its rights or obligations under this Indenture would be adversely affected by such supplement or amendment. If the rights or obligations of the Depositary would be adversely affected by such supplement or amendment, as determined in good faith by the Depositary, the Depositary will have no liability for its refusal to enter into such supplement or amendment. Notwithstanding the generality of the foregoing, if the Purchaser gives notice to the Issuer, the Depositary, and the Company of the Purchaser's desire to have a trustee appointed for the benefit of the Purchaser, to the extent permitted by law the Parties will cooperate in amending this Indenture to facilitate such appointment. Nothing herein is intended to require the Issuer to act in a fiduciary capacity and if the Purchaser transfers the Bonds in compliance with the conditions set forth on the Bonds and if circumstances arise which would so require, the Issuer has the right to request that a trustee be appointed by and at the expense of the Company and the Parties will cooperate in amending this Indenture to facilitate the making of such appointment.

ARTICLE XI- MISCELLANEOUS PROVISIONS

Section 1101. 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 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 by nationally recognized commercial carrier service 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  
P.O. Box 48  
Estancia, NM 87016  
Attention: County Manager

If to the Purchaser: [INSERT NAME OF PURCHASER]  
c/o Pattern Energy Group 2 LP  
1088 Sansome Street  
San Francisco, CA 94111  
Attention: General Counsel

If to the Company: El Corazon Wind LLC  
c/o Pattern Energy Group 2 LP  
1088 Sansome Street  
San Francisco, CA 94111  
Attention: General Counsel

If to the Depository: [INSERT NAME OF DEPOSITARY]  
[ADDRESS]  
[CITY, STATE, ZIP CODE]  
Attention: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

If to the Lenders\*: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*To be provided after the Closing Date (as defined in the Bond Purchase Agreement).

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 1102. 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. Each such right or remedy is in addition to every other right or remedy provided in any of the Bond Documents or by law. 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 1103. 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 (and, in the case of Section 6.02 of the Lease Agreement only, the Indemnified Persons (as defined therein) and in the case of Section 6 of the Bond Purchase Agreement, the Indemnified Parties (as defined therein) any right, remedy or claim, legal or equitable.

Section 1104. Severability. In case any one or more of the provisions of any of the Bond Documents or of the Bonds is 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 Issuer 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 the Issuer to the full extent permitted by law.

Section 1105. Obligations of Issuer Not Obligations of Officials Individually. All obligations of the Issuer under the Bond Documents and the Bonds will be deemed to be obligations of the Issuer to the full extent permitted by the Constitution and laws of the State. 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, members of the Governing Body) 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 1106. 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 such date.

Section 1107. Execution in Counterparts. Each of the Bond Documents may be executed in multiple counterparts, all of which taken together will constitute one and the same instrument. Delivery of a copy of any of the Bond Documents bearing an original signature by facsimile transmission, by electronic mail in “pdf” form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall have the same effect as physical delivery of the paper document bearing the original signature. “Originally signed” or “original signature” means or refers to a signature that has not been mechanically or electronically reproduced. Any Party may execute any of the Bond Documents by executing any such counterpart of such Bond Document.

Section 1108. Applicable Law. The validity, construction and effect of each of the Bond Documents will be governed by the law of the State applicable to agreements made and to be performed in the State without regard or effect given to conflict of laws rules that would require the application of the laws of any other jurisdiction.

Section 1109. Survival. The provisions of Sections 901 and 902 of this Indenture will survive payment of the Bonds and expiration or earlier termination of this Indenture.

Section 1110. No Violation of Public Policies Regarding Indemnity. To the extent, if at all, that any provision contained herein or in any related documents requiring one Party to indemnify, hold harmless, insure, or defend another Party (including such other Party's employees or agents) is found to be within the scope of NMSA 1978, Section 56-7-1 (2005), as amended from time to time ("Section 56-7-1"), or in any way subject to, or conditioned upon consistency with, the provisions of Section 56-7-1 for its enforceability, then such provision, regardless of whether it makes reference to this or any other limitation provision, shall: (a) not 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 be further modified, if required, by the provisions of Section 56-7-1(B); (b) be enforced only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the indemnitor or its officers, employees or agents; and (c) be further modified, if required, by the provisions of Section 56-7-1(B). Further, despite any other term or condition of this Indenture, to the extent, if at all, that any agreement, covenant, or promise to indemnify another Party (including such Party's employees or agents) contained herein or in any related documents, is found to be within the scope of NMSA 1978, Section 56-7-2 (2003), as amended from time to time ("Section 56-7-2"), or in any way subject to, or conditioned upon consistency with, the provisions of Section 56-7-2, for its enforceability, then, regardless of whether it makes reference to this or any other limitation provision, such agreement is not intended to, and it does not, indemnify such indemnitee against loss or liability for damages arising from: (i) the sole or concurrent negligence of such indemnitee or the agents or employees of such indemnitee; (ii) the sole or concurrent negligence of an independent contractor who is directly responsible to such indemnitee; or (iii) an accident that occurs in operations carried on at the direction or under the supervision of such indemnitee, an employee or representative of such indemnitee or in accordance with methods and means specified by such indemnitee or the employees or representatives of such indemnitee.

Section 1111. Successors. Whenever a Party is referred to in this Indenture, it shall be deemed to include its successors and permitted assigns, and all covenants and agreements in this Indenture will bind and inure to the benefit of such Party's successors and permitted assigns.

Section 1112. Title, Headings. The title and headings of the articles, sections and subsections 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 1113. Non-Merger. The provisions of this Indenture will survive the conveyance of the Project Property to the Issuer, the re-conveyance of the Project Property to the Company,

and all other performances hereunder, and will not be deemed merged in any deed or other instrument or document delivered hereunder.

Section 1114. No Waiver. No waiver of any breach of any covenant or agreement contained herein shall operate as a waiver of any subsequent breach of the same covenant or agreement, and in case of a breach by any Party of any covenant, agreement or undertaking, the non-defaulting Parties may nevertheless accept from the Party in breach any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

Section 1115. Patriot Act. In order to comply with the laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including, without limitation, those relating to the funding of terrorist activities and money laundering, including Section 326 of the USA PATRIOT Act of the United States (“Applicable Law”), the Depository is required to obtain, verify, record and update certain information relating to individuals and entities which maintain a business relationship with the Depository. Accordingly, each of the Parties agree to provide to the Depository, upon its reasonable request from time to time such identifying information and documentation as is readily available for such Party in order to enable the Depository to comply with Applicable Law.

*[Signature pages follow]*

DATED AS OF [CLOSING MONTH] 1, 2022.

Issuer:

ATTEST:

TORRANCE COUNTY, NEW MEXICO

\_\_\_\_\_  
Yvonne Otero  
County Clerk

By: \_\_\_\_\_  
Ryan Schwebach  
Chair  
Board of County Commissioners

(SEAL)

STATE OF NEW MEXICO        )  
                                          )  
COUNTY OF TORRANCE        )

This instrument was acknowledged before me on [MONTH] \_\_\_\_, 2022, by Ryan Schwebach, as Chair of the Board of County Commissioners of Torrance County, New Mexico, a political subdivision of the State of New Mexico.

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_







Purchaser:

[INSERT NAME OF PURCHASER],  
a [Delaware] limited liability company

By: \_\_\_\_\_

Name:

Title:

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20[22], by \_\_\_\_\_ as \_\_\_\_\_  
\_\_\_\_\_ of [INSERT NAME OF PURCHASER], a [Delaware] limited liability company.

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_

EXHIBIT A

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT  
OF 1933, AS AMENDED, OR BY ANY STATE SECURITIES LAW AND  
IS TRANSFERABLE ONLY UPON COMPLIANCE WITH THE  
RESTRICTIVE TERMS PROVIDED BELOW AND IN  
THE INDENTURE REFERRED TO BELOW

No. RA-01

Up to \$2,541,000,000

United States of America  
State of New Mexico

Torrance County, New Mexico  
Taxable Industrial Revenue Bond  
(El Corazon Wind LLC Project)  
Series 2022A

Registered Owner: [INSERT NAME OF PURCHASER]

<u>MATURITY DATE</u>	<u>INTEREST RATE</u>	<u>ISSUE DATE</u>
[MONTH/DAY], 20[52]	[4.5%] per annum	As of [INSERT DATE], 2022

TORRANCE COUNTY, NEW MEXICO, 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 source described below, to [INSERT NAME OF PURCHASER], a [Delaware] limited liability company (together with its successors and assigns, and transferees as permitted below, the “Purchaser”), on the Maturity Date, two billion five hundred forty-one million dollars (\$2,541,000,000) (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 source, to the Purchaser, interest at the Interest Rate (specified above) on such principal amounts advanced with respect to this Bond from the dates of such advances (computed on the basis of a 360-day year consisting of twelve 30-day months) payable annually on each [MONTH/DAY], beginning [MONTH/DAY], 20[23] until payment of such principal amount. The outstanding principal amount of the Bond plus all interest thereon is due and payable in full on the Maturity Date.

This Bond is issued under and pursuant to the Constitution and laws of the State of New Mexico, particularly NMSA 1978, Sections 4-59-1 to -16 (1975, as amended through 2021), and pursuant to an ordinance duly adopted by the Issuer.

The principal of, interest on and redemption price of this Bond are payable solely from the Basic Rent derived by the Issuer from the Lease Agreement dated as of [CLOSING MONTH] 1, 2022 (the “Lease Agreement”) between the Issuer and El Corazon Wind LLC (the “Company”), which Lease Agreement relates to a certain electric generation facility located in Torrance County, New Mexico, but outside the boundaries of any incorporated municipality, and which revenues have been pledged and assigned by the Issuer to the Purchaser under the Indenture

dated as of [CLOSING MONTH] 1, 2022 (together with any amendments and supplements, the “Indenture”) among the Issuer, the Purchaser, the Company and [INSERT NAME OF DEPOSITARY], as Depositary (the “Depositary”).

Reference is made to the Indenture, the Lease Agreement, and the Bond Purchase Agreement (as defined in the Indenture) 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, the transfer of the Bond, 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. By accepting this Bond, the holder accepts and undertakes to perform all of the obligations of the Purchaser.

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 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.

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 a 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 responsibility to act on behalf of the Purchaser with respect to any Default.

The Purchaser is authorized to endorse on Schedule I attached to this Bond the date and amount of each advance by the Purchaser pursuant to Section 404 of the Indenture and each principal payment on and redemption in part of this Bond and the resulting principal amount. Failure to make any such endorsement or any error in such endorsement will not affect the rights or obligations of the Issuer or the Purchaser.

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 THE 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 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, Board of County Commissioners

[SEAL]

Attest:

\_\_\_\_\_  
County Clerk

(SEAL)



SCHEDULE I  
PRINCIPAL DRAWS

<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

REQUISITION AND CERTIFICATE NO. [\_\_\_\_] (this "Requisition")

To: [INSERT NAME OF PURCHASER]  
c/o Pattern Energy Group 2 LP  
1088 Sansome Street  
San Francisco, CA 94111  
Attention: General Counsel

[INSERT NAME OF DEPOSITARY], as Depositary  
[ADDRESS]  
[CITY, STATE, ZIP CODE]  
Attention: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

The undersigned, pursuant to the Indenture dated as of [CLOSING MONTH] 1, 2022 (the "Indenture"), among Torrance County, New Mexico (the "Issuer"), El Corazon Wind LLC (the "Company"), [INSERT NAME OF PURCHASER] (the "Purchaser") and [INSERT NAME OF DEPOSITARY], as Depositary, requests on behalf of the Company the disbursement of \$\_\_\_\_\_ from the Acquisition Account (as defined in the Indenture) to pay the following Related Costs (or in the case of Requisition and Certificate No. 1, to reimburse the Company for payment of such Related Costs) with respect to the Project (as defined in the Indenture) or to the issuance of the Bonds (as defined in the Indenture), as set forth on Schedule I attached hereto and incorporated herein by this reference:

The undersigned certifies that:

(1) obligations in the stated amounts were incurred or are reasonably expected to be incurred within 30 days for Related Costs and are due and payable (or, in the case of Requisition and Certificate No. 1, if the Company is indicated as the payee, were duly paid by the Company), or will be due and payable by the Company within 30 days and that each item is a proper charge against the Acquisition Account, and has not been the subject of a previous withdrawal from the Acquisition Account;

(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 this 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 or are reasonably expected to be incurred within 30 days, (ii) to the best knowledge of the undersigned, such work was actually performed or such materials or supplies were actually furnished or installed in or about the

Project (or are reasonably expected to be actually performed or actually furnished within 30 days), and (iii) to the best knowledge of the undersigned, 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: \_\_\_\_\_

Authorized Company Representative:

[INSERT NAME OF AUTHORIZED COMPANY REPRESENTATIVE]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

The undersigned, identified as the secured party in the [Deposit Account Control Agreement], countersigns this Requisition and Certificate and submits it to the Depositary.

Secured Party:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Schedule I  
 to Requisition and Certificate No. [\_\_\_\_]  
 [Payments from Torrance County, New Mexico Taxable Industrial Revenue Bonds  
 (El Corazon Wind LLC Project)  
 Series 2022A Acquisition Account]

<u>Payment Date</u>	<u>Amount</u>	<u>Name of Payee</u>	<u>Account to which Payment is to be Made</u>	<u>Purpose/Description</u>
	\$			
	\$ _____ Total Amount of this Requisition			

EXHIBIT C

COMPLETION CERTIFICATE

The undersigned Authorized Company Representative, pursuant to Section 606 of the Indenture dated as of [CLOSING MONTH] 1, 2022 (the “Indenture”), among Torrance County, New Mexico (the “Issuer”), El Corazon Wind LLC (the “Company”), [INSERT NAME OF PURCHASER] (the “Purchaser”) and [INSERT NAME OF DEPOSITARY], as Depositary, states that, except for specified amounts remaining in the Acquisition Account for any Related Costs of the Company shown below and not now due and payable, the Project is complete in all material respects 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 monies in the Acquisition Account to the Company pursuant to Section 606 of the Indenture, the Company will have sole responsibility for the payment of any Related Cost in excess of the amount specified on Schedule I attached hereto and incorporated herein by this reference, to be retained in the Acquisition Account.

DATED: \_\_\_\_\_

Authorized Company Representative:

[INSERT NAME OF AUTHORIZED COMPANY REPRESENTATIVE]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Schedule I  
to Completion Certificate  
El Corazon Wind LLC

Related Costs not yet Due and Payable

<u>Vendor Name</u>	<u>Amount</u>	<u>Description/For</u>
	\$ _____ Total Related Costs Not Yet due and Payable	

## **SUBLEASE AGREEMENT**

This Sublease Agreement (this “Agreement”) is entered into as of [CLOSING DATE], 2022, by and between EL CORAZON WIND LLC, a Delaware limited liability company (the “Company”), and Tarrant County, New Mexico, a political subdivision existing under the laws of the State of New Mexico (the “Issuer” or “County”). Capitalized terms used in this Agreement, but not defined herein, shall have the meanings assigned to such terms in the Bond Lease (defined below).

### **RECITALS**

WHEREAS, the Company wishes to construct a certain wind project located within the County, but outside the boundaries of any incorporated municipality, for the generation and transportation of electricity (the “Project”) consisting of leased land, easements and other property rights on real property leased by the Company and located within the County but outside the boundaries of any incorporated municipality, which real property is more particularly described on Exhibit A attached hereto (the “Project Site”), and all necessary facilities and equipment, including supporting towers, nacelles, rotors, supporting structures and related improvements (the “Improvements” and together with the Project Site, the “Project Property”), and the Company has requested the Issuer to issue a series of its industrial revenue bonds in connection with the Project; and

WHEREAS, the Company is the lessee under various ground leases and easements in connection with the Project which are referred herein to as the “Project Site Leases” and identified in Exhibit A attached hereto; and

WHEREAS, the Issuer adopted Ordinance No. [\_\_\_\_-\_\_] on [September 28, 2022], which authorizes the issuance of its Tarrant County, New Mexico Taxable Industrial Revenue Bonds (El Corazon Wind LLC Project), Series 2022A in a maximum principal amount not to exceed \$2,541,000,000 (the “Bonds”); and

WHEREAS, in order to facilitate the transaction for issuance of the Bonds, which contemplates a sublease by the Issuer to the Company of the Project Site covered by the Project Site Leases and lease of the Improvements to the Company, the Company and Issuer propose to enter into this Agreement; and

WHEREAS, the Issuer is willing to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement (the “Parties”) agree as follows:

1. Sublease, Lease and Transfer. The Company does hereby (i) sublease and convey to the Issuer, and the Issuer hereby accepts, all of the Company’s rights and none of its obligations under the Project Site Leases and with respect to the Project Site and (ii) lease and

convey to the Issuer, and the Issuer hereby accepts, all of the Company's rights in and to the Improvements and none of the Company's obligations with respect thereto, upon the terms and conditions provided herein. No rent payments will be payable by the Issuer to the Company or to any other party.

2. Limitation of Issuer Liability. The Parties acknowledge that the Company retains all of its obligations under the Project Site Leases and with respect to the Project Property and other fractional property interests related to the Project Property and subleased and leased hereby or to be subleased or leased to Issuer, and the Company agrees to perform and discharge timely and in full all of its duties, obligations and liabilities under the Project Site Leases during the Term (as defined in the Bond Lease (defined below)). The Company and the Issuer agree that the provisions of the Lease Agreement under which the Issuer subleases the Project Site Leases and the Improvements to the Company (the "Bond Lease") with respect to limitations of the Issuer's liability are deemed to apply with respect to this Agreement and the transaction contemplated hereby. The Company hereby agrees to defend, indemnify and hold harmless the Issuer, members of the Board of County Commissioners of Torrance County, New Mexico (the "Governing Body"), and officials, employees and agents of the Issuer, against any claims, costs, liabilities and expenses, including attorney's fees and court costs, arising out of or related to this Agreement, the Project Site Leases, the Project Site, including, but not limited to suits, legal or administrative proceedings, liabilities, damages, claims, 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 the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended), hazardous wastes (as defined in Resource Conservation and Recovery Act of 1976, as amended) or other materials or substances within the meaning of 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 any Improvements located on or used in connection with the Project Site and Project. The insurance maintained by the Company pursuant to the Bond Lease shall be available if necessary for purposes of indemnification of the Issuer under this Agreement, but the amount of such insurance does not limit any liability of the Company hereunder.

3. Bond Lease. Immediately upon effectiveness of this Agreement, the Company and the Issuer will enter into the Bond Lease, pursuant to which the Issuer will sublease the Project Site Leases and the Project Property to the Company, and the terms and conditions of the Bond Lease will govern such arrangement. The Parties intend that this Agreement will remain in effect following execution of the Bond Lease and that neither will be merged into the other. The Issuer and the Company acknowledge that Exhibit A hereto, including without limitation the schedule of Project Site Leases and legal descriptions of the Project Site, may be changed, supplemented, modified, removed, substituted, amended and added to at any time, without the consent of the Issuer, to reflect changes to the property rights held by the Company consistent with the terms of Section 4.02 of the Bond Lease. Notwithstanding any claim or provision in the Project Site Leases, the Company's environmental indemnity contained in Section 4.06 of the Bond Lease shall extend to the Issuer for its protection in connection with its interest in this Agreement.

4. Relationship. Nothing in this Agreement shall be construed as creating a partnership or joint venture between the Issuer and the Company. Nothing in this Agreement

shall be construed to create privity of estate or privity of contract between the Issuer and any lessor or grantor under the Project Site Leases.

5. Representations and Warranties of Company. The Company represents and warrants to the Issuer that:

(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 and under the laws of the State, and has duly authorized the execution, delivery and performance of the Project Site Leases and this Agreement.

(b) The Company has full legal right, power and authority to carry out and consummate the transactions contemplated by the Project Site Leases and this Agreement and to incur and perform the obligations provided for therein and herein, all of which have been duly authorized by all proper and necessary action on the part of the Company. No consent or approval of any public authority or third party is required as a condition of validity of the Project Site Leases or this Agreement except for such approvals and consents that have already been obtained.

(c) The execution, delivery and performance by the Company of the Project Site Leases and this Agreement 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 is bound or any law, rule, regulation, ordinance, order, consent, or decree, applicable to the Company or its properties where such conflict, contravention, violation, breach or default could reasonably be expected to materially adversely affect the ability of the Company to perform its obligations under the Project Site Leases or this Agreement.

(d) The Project Site Leases and this 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) The sublease and lease effected under this Agreement are either permitted under the Project Site Leases or otherwise without the consent of the lessor, grantor or any other party or, if lessor, grantor or other party consent is required under the Project Site Leases or otherwise, the Company has obtained all consent(s) of the applicable lessor, grantor or other third party to the subleasing of the Project Site and lease of the Improvements to the Issuer.

6. Obligations of Issuer. Notwithstanding anything to the contrary in this Agreement, the Company acknowledges and agrees that the Issuer shall have no obligation whatsoever under the Project Site Leases, including any obligation to comply with or perform, or to cause the compliance with or performance of, any of the terms and conditions required to be performed by the Company or other lessee or grantee under the Project Site Leases. The Company hereby acknowledges and agrees that the Company is solely responsible for the performance of the obligations of the lessee or grantee under the Project Site Leases.

7. Binding Agreement and Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives and such successors and assigns as permitted under this Agreement.

8. Execution in Counterparts & Electronic Delivery. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail in “pdf” form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall have the same effect as physical delivery of the paper document bearing the original signature. “Originally signed” or “original signature” means or refers to a signature that has not been mechanically or electronically reproduced.

9. Governing Law. This Agreement and the legal relations of the Parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, without regard to its principles of conflicts of law.

*[Signature pages follow]*





(SEAL)

TORRANCE COUNTY, NEW MEXICO

Attest:

\_\_\_\_\_  
Yvonne Otero, County Clerk

By \_\_\_\_\_  
Ryan Schwebach, Chair  
Board of County Commissioners

STATE OF NEW MEXICO        )  
                                          ) ss.  
COUNTY OF TORRANCE        )

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Ryan Schwebach, as Chair of the Board of County Commissioners of Torrance County, New Mexico, a political subdivision of the State of New Mexico.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

EXHIBIT A

**PROJECT SITE**

**PROJECT SITE LEASES AND  
REAL PROPERTY COVERED BY PROJECT SITE LEASES**

**Torrance County, New Mexico**

**Agreement 1:**

**Landowner:**

DONALD G. ANSLEY and CAROL R. ANSLEY, husband and wife

**Landowner Documents:**

Amended and Restate Wind Energy Lease Agreement dated July 31, 2017, entered into by and between Donald G. Ansley and Carol R. Ansley, husband and wife, and Pacific Wind Development LLC, an Oregon limited liability company, as evidenced of record by that certain Memorandum of Amended and Restate Wind Energy Lease Agreement filed of record on August 17, 2017 as Document No. 002172260, in Book 337, Page 1456; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption Agreement dated July 30, 2019, as evidenced of record by that certain Memorandum of Assignment and Assumption Agreement filed of record on July 31, 2019 as Document No. 2191797, as Book 341, Page 1062; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 8 North, Range 11 East, N.M.P.M.

Section 8: S2  
Section 9: W2  
Section 10: All  
Section 14: All  
Section 15: All  
Section 16: All  
Section 17: All  
Section 19: All  
Section 20: All  
Section 21: NE4; S2  
Section 22: All  
Section 23: All  
Section 25: W2; W2E2  
Section 26: All  
Section 27: All  
Section 30: All  
Section 31: N2; N2S2; N2S2S2  
Section 32: All  
Section 33: N2S2  
Section 34: N2S2  
Section 35: N2; N2S2; N2S2S2  
Section 36: W2; W2E2

**Agreement 2:**

**Landowner:**

DOUBLE ARROW LLC, a New Mexico limited liability company

**Landowner Documents:**

Wind Energy Lease Agreement dated June 2, 2017, entered into by and between Double Arrow LLC, a New Mexico limited liability company, and Pacific Wind Development LLC, an Oregon limited liability company, as evidenced of record by that certain Memorandum of Wind Energy Lease Agreement recorded on July 27, 2017 as Document No. 002172080, in Book 337, Page 905; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption Agreement dated July 30, 2019, as evidenced of record by that certain Memorandum of Assignment and Assumption Agreement filed of record on July 31, 2019 as Document No. 2191798, as Book 341, Page 1067; as affected by that certain Notice of Extension of Wind Energy Lease Agreement dated March 8, 2022, filed of record on March 9, 2022, as Document No. 2220741, in Book 350, Page 2981; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 7 North, Range 11 East, N.M.P.M.

Section 3: Lots 1, 2, 3, 4; S2N2; S2 (All)

Section 4: Lots 1, 2, 3, 4; S2N2; S2 (All)

Section 8: All

Section 9: All



**Agreement 3:**

**Landowner:**

HARRAL, INC., a New Mexico corporation, and LELAND C. HARRAL and MARY SUSAN HARRAL, husband and wife, and as Trustees of THE LELAND C. HARRAL AND MARY SUSAN HARRAL REVOCABLE TRUST, dated December 13, 2012

**Landowner Documents:**

Amended and Restated Wind Energy Lease Agreement dated June 19, 2020, entered into by and between Harral, Inc., a New Mexico corporation, and Leland C. Harral and Mary Susan Harral, husband and wife, and as Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust, dated December 13, 2012 and El Corazon Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Amended and Restated Wind Energy Lease Agreement filed of record on June 24, 2020 as Document No. 2201430, in Book 343, Page 819, in the Records of Torrance County, New Mexico

**Legal Description:**

Township 7 North, Range 11.5 East, N.M.P.M.

Section 25: Lots 1, 2, 3, 4; E2

Township 7 North, Range 12 East, N.M.P.M.

Section 1: SW4; N2SE4; S2N2; Lots 1, 2, 3, 4; S2SE4

Section 2: S2S2

Section 3: All

Section 4: E2W2

Section 5: All

Section 8: All

Section 9: All

Section 10: All

Section 11: All

Section 12: All

Section 13: All

Section 14: All

Section 15: All

Section 17: Lots 1, 2; E2NW4, as more particularly described as a portion of Tract B on that certain plat filed of record under Book G, Page 82, as Document No. 002191216, in the Records of Torrance County, New Mexico; and  
Lots 4, 5; SW4SE4, as more particularly described as a portion of Tract B on that certain plat filed of record under Book G, Page 82, as Document Number 002191216, in the Records of Torrance County, New Mexico

Section 19: E2

Section 24: All, except S2S2, as more particularly described as Tract B on that certain plat filed of record under Book G, Page 88, as Document No. 002191223, in the Records of Torrance County, New Mexico

- Section 29: Lots 2, 3, 4, 6, 7, 8; W2W2; SE4; S2NE4, as more particularly described as Tract A on that certain plat filed of record under Book G, Page 89, as Document No. 002191224, in the Records of Torrance County, New Mexico
- Section 30: All
- Section 31: All
- Section 32: W2SW4; SE4SW4; Lots 6, 7, 8, 9; W2NW4; NE4

Township 7 North, Range 13 East, N.M.P.M.

- Section 6: E2; NW4; N2SW4; SE4SW4; Lot 7
- Section 7: W2; W2NE4; NE4NE4; NW4SE4
- Section 8: N2NW4; W2NE4; SE4SE4; N2SE4; NE4SW4
- Section 9: W2SW4
- Section 18: N2NW4; Lot 4; SE4SW4
- Section 19: Lots 1, 2, 3, as more particularly described as Tract A on that certain plat filed of record under Book G, Page 84, as Document No. 002191218, in the Records of Torrance County, New Mexico

Township 6 North, Range 11 East, N.M.P.M.

- Section 1: All
- Section 12: E2
- Section 13: NE4

Township 6 North, Range 11.5 East, N.M.P.M.

- Section 1: Lots 1, 2, 3, 4, 5, 6; S2NE4; SE4
- Section 12: Lots 1, 2, 3, 4; E2
- Section 13: Lot 1, 2; NE4

Township 6 North, Range 12 East, N.M.P.M.

- Section 4: All, EXCEPT E2E2, as more particularly described as Tract A on that certain plat filed of record under Book G, Page 86, as Document No. 002191221, in the Records of Torrance County, New Mexico
- Section 5: All
- Section 6: All
- Section 7: All
- Section 8: All
- Section 9: All, EXCEPT E2E2, as more particularly described as Tract A on that certain plat filed of record under Book G, Page 86, as Document No. 002191222, in the Records of Torrance County, New Mexico
- Section 17: All
- Section 18: All

**Agreement 4:**

**Landowner:**

NORMA SUE HARVEY a/k/a SUE HARVEY

**Landowner Documents:**

Amended and Restated Windfarm Development Lease dated May 4, 2020, entered into by and between Sue Harvey a/k/a Sue Harvey, a single person, and El Corazon Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Amended and Restated Wind Energy Lease Agreement filed of record on May 7, 2020 as Document No. 2200980, in Book 342, Page 3955, in the Records of Torrance County, New Mexico

**Legal Description:**

Township 6 North, Range 11.5 East, N.M.P.M.

Section 13: Lots 3, 4; SE4

**Agreement 5:**

**Landowner:**

WILLIAM H. WRYE, JR. and JOY K. WRYE, husband and wife

**Landowner Documents:**

Amended and Restated Wind Energy Lease Agreement dated March 25, 2022, entered into by and between William H. Wrye, Jr. and Joy K. Wrye, husband and wife, and El Corazon Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Amended and Restated Wind Energy Lease Agreement filed of record on April 6, 2022 as Document No. 2221081, in Book 350, Page 4507, in the Records of Torrance County, New Mexico

**Legal Description:**

Township 6 North, Range 11 East, N.M.P.M.

Section 2: All  
Section 3: S2  
Section 5: All  
Section 6: All

Township 7 North, Range 11 East, N.M.P.M.

Section 2: All  
Section 5: All  
Section 11: All  
Section 12: All  
Section 14: All  
Section 16: All  
Section 20: S2; S2N2  
Section 21: All  
Section 22: All  
Section 23: E2W2  
Section 24: All  
Section 26: All  
Section 31: AL1  
Section 32: All  
Section 33: S2N2; NE4NE4; N2S2; SE4SE4  
Section 34: W2NW4; NE4NW4; NW4SW4  
Section 36: All

Township 7 North, Range 11.5 East, N.M.P.M.

Section 12: Lot 4; E2SE4; SW4SE4  
Section 36: All

Township 7 North, Range 12 East, N.M.P.M.

- Section 6: Lots 1-6, 9, 10, 13; SE4NE4; E2SE4, as more particularly described as Tract B on that certain plat filed of record under Book G, Page 64, as Document No. 002190617, in the Records of Torrance County, New Mexico
- Section 7: Lots 1-7; E2; Lot 8; Lots 10 and 11, as more particularly described as Tract A on that certain plat filed of record under Book G, Page 65, as Document No. 002190618



**Agreement 6:**

**Landowner:**

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

**Landowner Documents:**

Business Lease (Lease No. EW-0105) dated June 27, 2022, entered into by and between New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, and Pattern SC Holdings LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Business Lease (Lease No. EW-0105) filed of record on July 12, 2022 as Document No. 2222170, in Book 351, Page 3750; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by that certain Assignment of State Business Lease dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 8 North, Range 14 East, N.M.P.M.

Section 12: S2N2; S2

Township 8 North, Range 15 East, N.M.P.M.

Section 4: Lot 1, 2, 3, 4; S2N2; S2  
Section 5: Lot 1, 2, 3, 4; S2N2; SW4; NW4SE4; S2SE4  
Section 7: Lot 1, 2, 3, 4; S2N2; S2  
Section 8: N2NW4  
Section 9: All  
Section 11: All  
Section 15: All  
Section 17: All  
Section 18: Lot 1, 2, 3, 4; NE4; E2NW4; E2SW4; SE4  
Section 20: All  
Section 21: All  
Section 22: All

**Agreement 7:**

**Landowner:**

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

**Landowner Documents:**

Business Lease (Lease No. EW-0101) dated June 27, 2022, entered into by and between New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, and Pattern SC Holdings LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Business Lease (Lease No. EW-0101) filed of record on July 12, 2022 as Document No. 2222172, in Book 351, Page 3756; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by that certain Assignment of State Business Lease dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 8 North, Range 15 East, N.M.P.M.

Section 1: Lots 3, 4; S2N2; S2

Section 12: All

Section 13: S2NE4; S2

Township 9 North, Range 15 East, N.M.P.M.

Section 3: S2

Section 4: Lots 1, 2, 3, 4; S2N2; S2

Section 5: Lots 1, 2, 3, 4; S2N2; S2

Section 6: Lots 1, 2, 3, 4, 5, 6, 7; S2NE4; SE4NW4; E2SW4; SE4

Section 7: Lots 1, 2, 3, 4; NE4; E2NW4; E2SW4; SE4

Section 8: All

Section 9: NW4NE4; SE4NE4; NE4NW4; W2W2; SE4

Section 10: NE4NE4; S2N2; N2S2; SW4SW4; SE4SE4

Section 11: N2; SW4SW4; SE4

Section 12: All

Section 13: NE4; SW4

Section 14: E2; NW4NW4; W2W4; SE4

Section 15: S2NE4; NW4; S2

Section 17: All

Section 18: Lots 1, 2; NE4; E2NW4; NE4SW4; N2SE4; SE4SE4

Section 19: Lots 1, 2, 3, 4; S2NE4; E2W2; SE4

Section 20: S2N2; S2

Section 21: NE4NE4; S2NE4; S2NW4; S2

Section 22: S2N2; S2

Section 23: NE4NE4; SW4NE4; NW4NW4; S2NW4; S2

Section 24: N2NW4; SE4NW4; SW4SW4

Section 25: NW4NE4; S2NE4; W2; SE4  
Section 26: E2NE4; W2NW4; S2  
Section 27: N2NE4; SW4NE4; W2; SE4  
Section 28: All  
Section 29: All  
Section 30: Lots 1, 2, 3, 4; E2; E2W2  
Section 31: N2; SE4  
Section 33: All  
Section 34: All  
Section 35: All

**Agreement 8:**

**Landowner:**

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

**Landowner Documents:**

Business Lease (Lease No. EW-0106) dated June 27, 2022, entered into by and between New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, and Pattern SC Holdings LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Business Lease (Lease No. EW-0106) filed of record on July 12, 2022 as Document No. 2222173, in Book 351, Page 3762; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment of State Business Lease dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 8 North, Range 11 East, N.M.P.M.

Section 1: Lots 1, 2, 3, 4; S2  
Section 2: Lots 1, 2, 3, 4; S2  
Section 3: Lots 1, 2, 3, 4; S2  
Section 4: Lots 1, 2, 3, 4; S2  
Section 5: Lots 1, 2, 3, 4; S2  
Section 6: Lots 1, 2, 3, 4, 5, 6; E2SW4; SE4

Township 9 North, Range 11 East, N.M.P.M.

Section 1: Lots 1, 2; NE4SW4; N2SE4; SE4SE4  
Section 3: S2  
Section 4: S2SW4; SE4  
Section 5: SW4; S2SE4  
Section 8: All  
Section 9: All  
Section 10: All  
Section 11: All  
Section 12: All  
Section 13: NE4; S2  
Section 14: NE4; S2  
Section 15: All  
Section 16: S2  
Section 17: E2; E2NW4; NE4SW4  
Section 20: All  
Section 21: All  
Section 22: All  
Section 23: N2; NE4SW4; N2SE4; SE4SE4

Section 24: All  
 Section 25: All  
 Section 26: All  
 Section 27: NE4; N2NW4; SW4NW4; S2SW4; NE4SE4; S2SE4  
 Section 28: All  
 Section 29: All  
 Section 30: Lots 1, 2; E2  
 Section 31: Lots 1, 2; E2  
 Section 32: All  
 Section 33: All  
 Section 34: All  
 Section 35: All  
 Section 36: All

Township 9 North, Range 12 East, N.M.P.M.

Section 1: Lots 1, 2, 3, 4; S2N2; S2  
 Section 3: Lots 3, 4; SW4NE4; S2NW4; S2  
 Section 4: Lots 1, 2, 3, 4; S2N2; N2S2; S2SE4  
 Section 5: Lots 1, 2, 3, 4; S2N2; S2  
 Section 6: Lots 1, 2, 3, 4, 5, 7; S2NE4; SE4NW4; SE4SW4; S2SE4  
 Section 7: Lots 1, 2, 3, 4; E2; E2W2  
 Section 8: All  
 Section 9: N2NE4; SE4NE4; SW4NW4; W2SW4; SE4SW4; E2SE4  
 Section 10: All  
 Section 11: NE4; W2NW4; S2  
 Section 12: N2; N2S2; SW4SE4  
 Section 13: E2; S2SW4  
 Section 14: N2N2; S2  
 Section 15: N2N2; NE4SW4; S2SW4; SE4  
 Section 16: S2S2  
 Section 17: S2N2; S2  
 Section 18: Lots 3, 4; S2NE4; SE4NW4; E2SW4; SE4  
 Section 19: Lots 1, 2, 3, 4; E2; E2W2  
 Section 20: All  
 Section 21: S2N2; S2  
 Section 22: All  
 Section 23: All  
 Section 24: All

Township 9 North, Range 13 East, N.M.P.M.

Section 1: Lots 1, 2, 3, 4; NW4SW4  
 Section 3: Lot 4; SE4NE4; S2  
 Section 4: Lots 1, 2, 3, 4; S2N2; NE4SW4; NW4SE4; SE4SE4  
 Section 11: S2NE4; SE4  
 Section 12: NE4; NE4NW4; S2NW4; S2



Township 9 North Range 14 East, N.M.P.M.

Section 3: Lots 1, 2, 3, 4; S2N2  
Section 4: Lots 1, 2, 3, 4; S2NW4; SW4  
Section 5: Lots 1, 2, 3, 4; SE4NE4; SW4NW4; W2SW4; SE4SW4; NE4SE4; S2SE4  
Section 6: Lots 1, 2, 3, 4, 5, 6, 7; S2NE4; SE4NW4; E2SW4; SE4  
Section 7: Lots 1, 2, 3, 4; E2; E2W2  
Section 8: All  
Section 9: All  
Section 10: All  
Section 11: SW4NE4; W2; SE4  
Section 12: E2; N2NW4; SE4NW4; SW4SW4  
Section 13: All  
Section 14: All  
Section 15: All  
Section 17: All  
Section 18: Lots 1, 2, 3, 4; E2; E2W2  
Section 19: Lots 1, 2, 3, 4; E2; E2W2  
Section 20: All  
Section 21: All

**Agreement 9:**

**Landowner:**

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

**Landowner Documents:**

Business Lease (Lease No. EW-0103) dated June 27, 2022, entered into by and between New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, and Pattern SC Holdings LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Business Lease (Lease No. EW-0103) filed of record on June 27, 2022 as Document No. 2222169, in Book 351, Page 3745; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment of State Business Lease dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

**Township 8 North, Range 13 East, N.M.P.M.**

Section 1: Lots 2, 3, 4; SW4NE4; S2NW4; S2  
Section 11: N2; SW4; N2SE4  
Section 12: NW4NE4; N2NW4; SW4NW4; NW4SW4; NW4SE4; S2SE4  
Section 14: NW4NW4; S2NW4

**Township 8 North, Range 14 East, N.M.P.M.**

Section 5: Lots 3, 4; S2NW4; SW4  
Section 6: Lots 1, 2, 3; S2NE4; SE4NW4; E2SW4; SE4  
Section 7: Lots 1, 4; NE4; E2NW4; SE4SW4; N2SE4  
Section 8: NW4; N2SW4; SE4SW4

**Township 9 North, Range 13 East, N.M.P.M.**

Section 34: S2NE4; NW4; S2  
Section 35: NW4; S2

**Agreement 10:**

**Landowner:**

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

**Landowner Documents:**

Business Lease (Lease No. EW-0108) dated \_\_\_\_\_, 2022, entered into by and between New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, and El Corazon Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Business Lease (Lease No. EW-0108) filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_, in the Records of Torrance County, New Mexico

**Legal Description:**

Township 6 North, Range 12 East, N.M.P.M.

Section 16: All

Township 7 North, Range 11 East, N.M.P.M.

Section 1: All

Section 10: All

Section 13: All

Section 15: All

Township 7 North, Range 11.5 East, N.M.P.M.

Section 1: All

Section 12: Lot 1, 2, 3; NE4NE4; NW4NE4; SE4NE4; SW4NE4; NW4SE4

Section 13: All

Section 24: All

Township 7 North, Range 12 East, N.M.P.M.

Section 2: N2; N2S2

Section 16: All

Section 17: NE4; N2SE4; SE4SE4

Section 18: W2

Section 19: W2

Township 8 North, Range 11 East, N.M.P.M.

Section 7: SE4

Section 8: N2

Section 9: E2

Section 11: All

Section 12: All

Section 13: All

Section 18: All

Section 24: All  
Section 28: All  
Section 29: All  
Section 33: N2; S2S2  
Section 34: N2; S2S2  
Section 35: S2S2

**Agreement 11:**

**Landowner:**

FREDDIE E. MONTOYA and LINDA D. MONTOYA, husband and wife

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated May 27, 2021, entered into by and between Freddie E. Montoya and Linda D. Montoya, husband and wife, and Pastura Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on June 1, 2022 as Document No. 2211667, in Book 347, Page 1859; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 8 North, Range 13 East, N.M.P.M.

- Section 1: Lot 1; SE4NE4
- Section 2: Lots 1, 2, 3, 4; S2N2; S2
- Section 11: S2SE4
- Section 12: NE4NE4; S2NE4; SE4NW4; NE4SW4; NE4SE4; S2SW4
- Section 14: W2NE4; NE4NW4; N2SW4; SW4SW4; less that certain tract described in deed recorded in Book 113, Page 403

Township 8 North, Range 14 East, N.M.P.M.

- Section 6: Lots 4, 5, 6, 7 (W2W2)
- Section 7: Lots 2, 3 (SW4NW4; NW4SW4); NE4SW4; S2SE4
- Section 8: SW4SW4

Township 9 North, Range 13 East, N.M.P.M.

- Section 34: N2NE4
- Section 35: NE4
- Section 36: All



**Agreement 12:**

**Landowner:**

JOYCE HALDERMAN, a single person

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated November 11, 2021, entered into by and between Joyce Halderman, a single person, and Pastura Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on November 15, 2021 as Document No. 2213413, in Book 348, Page 4206; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Partial Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 9 North, Range 13 East, N.M.P.M.

Section 9: S2SE4; NE4SE4  
Section 10: SE4; S2SW4; NE4SW4; NW4SW4  
Section 11: S2SW4  
Section 13: N2; SE4; N2SW4  
Section 14: W2; N2NE4  
Section 15: All  
Section 22: W2; SE4; N2NE4; SW4NE4; SE4NE4 (All)  
Section 23: S2; N2NW4; SE4NE4; S2NW4; SW4NE4  
Section 24: S2; NE4  
Section 25: All  
Section 26: All  
Section 27: N2; N2S2; SE4SE4; SW4SW4; SE4SW4; SW4SE4 (All)

Township 9 North, Range 14 East, N.M.P.M.

Section 28: S2SE4  
Section 29: S2; NW4; W2NE4; NE4NE4  
Section 30: All  
Section 31: All  
Section 32: All  
Section 33: SW4; W2NW4; SE4NW4; S2SE4; S2NE4; NE4NE4; NW4SE4; NW4NE4; NE4NW4; NE4SE4 (All)  
Section 34: N2N2; SW4SE4; S2SW4; N2SW4; NW4SE4; S2N2; E2SE4 (All)  
Section 35: NW4; S2SW4; N2SW4

**Agreement 13:**

**Landowner:**

KENNETH HALDERMAN a/k/a KENNETH DOYLE HALDERMAN

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated November 11, 2021, entered into by and between Kenneth Halderman a/k/a Kenneth Doyle Halderman and Pastura Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on November 15, 2021 as Document No. 2213414, in Book 348, Page 4211; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 9 North, Range 13 East, N.M.P.M.

Section 14: S2NE4; N2SE4; SE4

Section 23: N2NE4

**Agreement 14:**

**Landowner:**

JOSE M. CHAVEZ, SR. and MARY JANE CHAVEZ, husband and wife

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated February 8, 2022, entered into by and between Jose M. Chavez, Sr. and Mary Jane Chavez, husband and wife, and Pastura Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on February 14, 2022 as Document No. 2220429, in Book 350, Page 1717; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 9 North, Range 13 East, N.M.P.M.

Section 10: N2

Section 11: N2N2

**Agreement 15:**

**Landowner:**

MCKENZIE LAND AND LIVESTOCK COMPANY, a New Mexico corporation

**Landowner Documents:**

Renewable Energy Land Agreement dated September 7, 2016, entered into by and between McKenzie Land and Livestock Company, a New Mexico corporation, and Orion Wind Resources LLC, a Delaware limited liability company, as evidenced of record by that certain Grant of Easements, Grant of Lease Option and Memorandum of Renewable Energy Land Agreement filed of record on February 13, 2017 as Document No. 002170388, in Book 336, Page 1293; as amended by that certain unrecorded Amendment to Renewable Energy Land Agreement dated December 22, 2016; as assigned to Clines Corners Wind Farm LLC, a Delaware limited liability company, by that certain Capital Contribution Agreement dated May 23, 2019, filed of record on June 20, 2019 as Document No. 002191397, in Book 340, Page 4119; as assigned to Pastura Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Renewable Energy Land Agreement dated October 26, 2020, filed of record on March 2, 2021 as Document No. 2210644, in Book 346, Page 3599; as amended by that certain Second Amendment to Renewable Energy Land Agreement dated July 28, 2021, evidenced of record by that certain Memorandum of Second Amendment to Renewable Energy Land Agreement filed of record on May 9, 2022 as Document No. 2221439, in Book 351, Page 763; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_, in the Records of Torrance County, New Mexico

**Legal Description:**

Township 9 North, Range 14 East, N.M.P.M.

- Section 1: All (Lots 1, 2, 3, 4; S2N2; S2)
- Section 22: All
- Section 23: All
- Section 24: All
- Section 25: All
- Section 26: S2N2; N2S2; N2N2; S2S2 (All)
- Section 27: NW4SW4; E2; E2W2; SW4NW4; SW4SW4
- Section 28: SW4NE4; N2SE4; SE4NW4; SW4
- Section 35: E2
- Section 36: All

Township 9 North, Range 15 East, N.M.P.M.

- Section 1: All (Lots 1, 2, 3, 4; S2N2; S2)
- Section 2: All (Lots 1, 2, 3, 4; S2N2; S2)
- Section 3: Lots 1, 2, 3, 4; S2N2
- Section 9: NE4NE4; SW4NE4; SE4NW4; E2SW4
- Section 10: N2NW4; NW4NE4; SE4SW4; SW4SE4

Section 11: N2SW4; SE4SW4  
 Section 13: SE4; NW4  
 Section 14: NE4NW4; SW4NW4; E2SW4; SE4NW4  
 Section 15: N2NE4  
 Section 16: All  
 Section 18: Lots 3, 4; SE4SW4; SW4SE4  
 Section 22: N2N2  
 Section 23: NE4NW4; NW4NE4  
 Section 24: E2NE4SE4; SE2SE4SE4, being that portion of said forty acre subdivision described as beginning at the southwest corner thereof, and running thence east to the southeast corner, thence north to the northeast corner of said forty acre subdivision, thence in a southwesterly direction along a direct line to the southwest corner of said forty acre subdivision, being the place of beginning, and a tract in the southeast quarter of the southeast quarter described as beginning at the northeast corner of said southeast quarter of the southeast quarter and running thence west a distance of 512 feet; thence south to the intersection with a line drawn from the northeast corner to the southwest corner of said forty acre subdivision; thence in a northeasterly direction to the place of beginning; and

NE4 lying north of Highway No. 66,

EXCEPT approximately one acre of land situated in SE4 of NE4 of Sec. 24, Range 15 East, Township 9 North, on the north side of the U.S. Highway 66; to extend for 350 feet along the road and 120 feet deep from the road fence, the East boundary of the tract will be the East boundary fence of what is known as the McKenzie horse pasture, this fence starts about fifty feet more or less West of the Highway marker which is inscribed as follows: On the West surface of the marker is seen FAP←179C Sta 1522 + 31.8 and on the East surface of the marker is seen FAP→179B Sta 1522 + 31.8; and

EXCEPT 20 acres described as BEGINNING at the Northeast corner of said NE4NE4 Sec. 24, T9N., R15E., thence diagonally to the Southwest corner of said quarter section; thence North to the Northwest corner of said quarter section; thence East to the Northeast corner of said corner of said quarter section, the point and place of beginning. Containing 20 acres, more or less.

Section 25: NE4NE4  
 Section 26: W2NE4; E2NW4  
 Section 27: SE4NE4  
 Section 31: SW4  
 Section 32: All  
 Section 36: All



**Agreement 16:**

**Landowner:**

CLINES CORNERS REAL ESTATE, LLC, a New Mexico limited liability company

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated \_\_\_\_\_, 2022, entered into by and between Clines Corners Real Estate, LLC, a New Mexico limited liability company, and El Corazon Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_, in the Records of Torrance County, New Mexico

**Legal Description:**

Tracts numbered One (1) through Seven (7), inclusive, as the same are shown and designated on that certain Plat of Survey prepared by Rod Billingsley, P.S. #10934, on May 13 2002, filed for record on March 15, 2002 at 9:25 o'clock A.M., as document number 2021276, and filed in Cabinet A-4, Slide 232, Plat Records of Torrance County, New Mexico, being located within:

**Township 9 North, Range 12 East, N.M.P.M.**

- Section 4: S2SW4
- Section 9: N2NW4; SE4NW4; NE4SW4; SW4NE4; W2SE4
- Section 14: S2N2
- Section 15: S2N2; NW4SW4
- Section 16: N2; N2S2
- Section 17: N2N2
- Section 18: N2N2; SW4NW4

**Agreement 17:**

**Landowner:**

HOWLING WIND RANCH, LLC, a New Mexico limited liability company

**Landowner Documents:**

Option Agreement for Transmission Line Easement and Access Easement dated September 8, 2022, entered into by and between Howling Wind Ranch, LLC, a New Mexico limited liability company, and Pastura Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Agreement and Option to Purchase Easements filed of record on September 12, 2022 as Document No. 2222743, in Book 352, Page 1112; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 6 North, Range 12 East, N.M.P.M.

Section 2: All

Section 11: All

Section 13: All

Section 14: All

Township 7 North, Range 12 East, N.M.P.M.

Section 35: S2

**Agreement 18:**

**Landowner:**

TOM BURSON a/k/a THOMAS BURSON a/k/a THOMAS W. BURSON

**Landowner Documents:**

Agreement and Option to Purchase Easements dated March 22, 2022, entered into by and between Tom Burson a/k/a Thomas Burson a/k/a Thomas W. Burson and Pastura Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Agreement and Option to Purchase Easements filed of record on March 22, 2022 as Document No. 2220874, in Book 350, Page 3498; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_, in the Records of Torrance County, New Mexico

**Legal Description:**

Township 3 North, Range 14 East, N.M.P.M.

Section 6: All

Township 4 North, Range 13 East, N.M.P.M.

Section 23: E2E2; SW4SE4; S2SW4  
Section 24: N2; NW4SE4; SW4SW4; N2SW4  
Section 25: All  
Section 26: All  
Section 27: E2  
Section 34: E2  
Section 35: All

Township 4 North, Range 14 East, N.M.P.M.

Section 19: Lots 3 and 4 in W2SW4

Township 6 North, Range 13 East, N.M.P.M.

Section 20: SW4NE4; SE4  
Section 21: All  
Section 27: W2; SE4  
Section 28: All  
Section 29: E2  
Section 33: W2; S2SE4  
Section 34: W2

**Agreement 19:**

**Landowner:**

MCLAUGHLIN RANCH LLC, a New Mexico limited liability company

**Landowner Documents:**

Agreement and Option to Purchase Easements dated August 17, 2022, entered into by and between McLaughlin Ranch LLC, a New Mexico limited liability company, and Pastura Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Agreement and Option to Purchase Easements filed of record on September 13, 2022 as Document No. 2222778, in Book 352, Page 1302; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 5 North, Range 13 East, N.M.P.M.

Section 10: SW4, Less and Except Thirty-Eight (38) acres for the New Mexico State Highway #60

Township 6 North, Range 13 East, N.M.P.M.

Section 19: All

Section 20: W2

**Agreement 20:**

**Landowner:**

TOWN OF VAUGHN, NEW MEXICO, a municipal organization

**Landowner Documents:**

Agreement and Option to Purchase Easements dated July 6, 2022, entered into by and between Town of Vaughn, New Mexico and Pastura Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Agreement and Option to Purchase Easements filed of record on July 7, 2022 as Document No. 2222115, in Book 351, Page 3597; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 5 North, Range 13 East, N.M.P.M.

Section 3: Lot 4

Section 4: NE4NE4

Township 6 North, range 13 East, N.M.P.M.

Section 33: NE4SE4; NW4NE4; SW4NE4; NW4SE4

**Agreement 21:**

**Landowner:**

CLAYTON GARDNER and LISA GARDNER, husband and wife

**Landowner Documents:**

Amended and Restated Option Agreement for Land Lease and Wind Easement dated August 2, 2019, entered into by and between Clayton Gardner and Lisa Michelle Gardner, husband and wife, and Pastura Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Amended and Restated Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on August 23, 2021 as Document No. 2212532, in Book 348, Page 452; as amended by that certain First Amendment to Amended and Restated Option Agreement for Land Lease and Wind Easement dated August 2, 2019, filed of record on February 14, 2022 as Document No. 2220416, in Book 350, Page 1692; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 5 North, Range 13 East, N.M.P.M.

- Section 13: S2; NE4; S2NW4; NW4NW4; LESS the Railroad Right-of-Way; NE4NW4; lying South of New Mexico State Highway 60
- Section 14: S2; S2N2; NE4NE4; LESS the Railroad Right-of-Way and NM State Highway 60 Right-of-Way; N2NW4; NW4NE4; lying South of New Mexico State Highway 60
- Section 15: S2; S2N2; lying South of the Railroad Right-of-Way and LESS three (3) acres, more or less, for school and garage; N2NE4; lying South of New Mexico State Highway 60; NW4; lying South of New Mexico State Highway 60 and LESS forty (40) acres, more or less, South of the Railroad Right-of-Way



**Agreement 22:**

**Landowner:**

HARVEY-ENCINO RANCH LLC, a New Mexico limited liability company

**Landowner Documents:**

Option Agreement for Transmission Line Easement and Access Easement dated \_\_\_\_\_, 2022, entered into by and between Harvey-Encino Ranch LLC, a New Mexico limited liability company, and Pastura Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Agreement and Option to Purchase Easements filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 4 North, Range 12 East, N.M.P.M.

Section 24: ALL

Township 4 North, Range 13 East, N.M.P.M.

Section 2: ALL

Section 3: ALL

Section 4: ALL

Section 5: ALL

Section 6: ALL

Section 7: ALL

Section 8: ALL

Section 9: ALL

Section 10: ALL

Section 11: ALL

Section 12: ALL

Section 13: ALL

Section 14: ALL

Section 15: ALL

Section 16: ALL

Section 17: ALL

Section 18: ALL

Section 19: ALL

Section 20: ALL

Section 21: ALL

Section 22: ALL

Section 23: NW4; W2NE4; N2SW4; NW4SE4

Section 30: ALL

Township 5 North, Range 12 East, N.M.P.M.

Section 24: ALL located South of the Rail Road Right of Way  
Section 25: ALL  
Section 36: ALL

Township 5 North, Range 13 East, N.M.P.M.

Section 19: ALL located South of the Rail Road Right of Way  
Section 20: ALL  
Section 21: ALL  
Section 22: ALL  
Section 27: ALL  
Section 28: ALL  
Section 29: ALL  
Section 30: ALL  
Section 31: ALL  
Section 32: ALL  
Section 33: ALL  
Section 34: ALL

**Agreement 23:**

**Landowner:**

RUDY L. MARQUEZ and DORIS R. MARQUEZ, husband and wife

**Landowner Documents:**

Renewable Energy Land Agreement dated February 22, 2017, entered into by and between Rudy L. Marquez and Doris R. Marquez, husband and wife, and Orion Wind Resources LLC, a Delaware limited liability company, as evidenced of record by that certain Grant of Easements, Grant of Lease Option and Memorandum of Renewable Energy Land Agreement filed of record on June 23, 2017 as Document No. 201764525, in Book 140, Page 704, in the Records of Guadalupe County, New Mexico; as assigned to Clines Corners Wind Farm LLC, a Delaware limited liability company, by that certain Capital Contribution Agreement dated May 23, 2019, filed of record on June 20, 2019 as Document No. 002191397, in Book 340, Page 4119, in the Records of Torrance County, New Mexico; as assigned to Pastura Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Renewable Energy Land Agreement dated October 26, 2020, filed of record on November 30, 2020 as Document No. 202067186, in Book 149, Page 624, in the Records of Guadalupe County, New Mexico; as amended by that certain First Amendment to Renewable Energy Land Agreement dated June 29, 2021, as evidenced of record by that certain Memorandum of First Amendment to Renewable Energy Land Agreement filed of record on July 26, 2021 as Document No. 2212244, in Book 347, Page 4429, in the Records of Torrance County, New Mexico; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_, in the Records of Torrance County, New Mexico

**Legal Description:**

Township 8 North, Range 15 East, N.M.P.M.

Section 1: Lot 2 and part of Lot 1

Section 13: N2NE4

**Agreement 24:**

**Landowner:**

MONTY POUNDS and KELLEY POUNDS, husband and wife

**Landowner Documents:**

Agreement and Option to Purchase Easements dated January 27, 2022, entered into by and between Monty Pounds and Kelley Pounds, husband and wife, and Viento Loco LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Agreement and Option to Purchase Easements filed of record on January 31, 2022 as Document No. 2220267, in Book 350, Page 1031; as amended by that certain First Amendment of Agreement and Option to Purchase Easements dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 3 North, Range 13 East, N.M.P.M.

Section 25: All

Section 26: S2; S2N2; NE4NE4

Section 27: SE4; SE4NE4; W2NE4; E2NW4; SW4SW4; E2SW4; SW4NW4

Section 28: S2; S2N2

Section 31: SE4

Tract 1062 (SHC) being part of Sections 21, 22, 28, and 29

**Agreement 25:**

**Landowner:**

JAMES H. PACHTA and MELODY MAE PATCHA, husband and wife

**Landowner Documents:**

Agreement and Option to Purchase Easements dated February 11, 2022, entered into by and between James H. Pachta and Melody Mae Pachta, husband and wife, and Viento Loco LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Agreement and Option to Purchase Easements filed of record on February 14, 2022 as Document No. 2220415, in Book 350, Page 1684; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 3 North, Range 13 East, N.M.P.M.

Section 1: All

Section 12: N2

Township 3 North, Range 14 East, N.M.P.M.

Section 7: N2N2

Township 4 North, Range 14 East, N.M.P.M.

Section 31: All

**Agreement 26:**

**Landowner:**

MARTIN ADAN SANCHEZ, JR., a married person; ANA MARIPOSA BELEW, a married person; and HEATHER LEA SANCHEZ, a single person

**Landowner Documents:**

Agreement and Option to Purchase Easements dated \_\_\_\_\_, 2022, entered into by and between Martin Adan Sanchez, Jr., a married person; Ana Mariposa Belew, a married person; and Heather Lea Sanchez, a single person, and El Corazon Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_, in the Records of Torrance County, New Mexico

**Legal Description:**

Township 3 North, Range 13 East, N.M.P.M.

Section 29: Tract C, Land of Sanchez, Cabinet F, Slide 298



**Agreement 27:**

**Landowner:**

LELAND C. HARRAL AND MARY SUSAN HARRAL REVOCABLE TRUST DATED  
DECEMBER 13, 2021

**Landowner Documents:**

Option Agreement for Transmission Line Easement and Access Easement dated August 17, 2022, entered into by and between Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust, dated December 13, 2012 and Pastura Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Agreement and Option to Purchase Easements filed of record on September 12, 2022 as Document No. 2222744, in Book 352, Page 1131; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Tarrant County, New Mexico

**Legal Description:**

Township 7 North, Range 12 East, N.M.P.M.

Section 22: All  
Section 23: All  
Section 26: All  
Section 35: N2

**Agreement 28:**

**Landowner:**

WILLIAM H. WRYE, JR. and JOY K. WRYE, husband and wife

**Landowner Documents:**

Option Agreement for Transmission Line Easement and Access Easement dated \_\_\_\_\_, 2022, entered into by and between William H. Wrye, Jr. and Joy K. Wrye, husband and wife and Pastura Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Agreement and Option to Purchase Easements filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 7 North, Range 12 East, N.M.P.M.

Section 6: Lots 7, 8, 11, 12; SE4SW4

Section 7: Lots 1, 2, 3, 4, 5, 8, 9, 12; E2W2

**Agreement 29:**

**Landowner:**

DONALD G. ANSLEY AND CAROL R. ANSLEY REVOCABLE TRUST UTA dtd December 31, 1981 and restated on October 2<sup>nd</sup>, 2014

**Landowner Documents:**

Option Agreement for Transmission Line Easement and Access Easement dated \_\_\_\_\_, 2022, entered into by and between Donald G. Ansley and Carol R. Ansley, Trustees of the Donald G. Ansley and Carol R. Ansley Revocable Trust UTA dtd December 31, 1981 and restated on October 2<sup>nd</sup>, 2014 and Pastura Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Agreement and Option to Purchase Easements filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 8 North, Range 11 East, N.M.P.M.

Section 25: E2E2

Section 36: E2NE; Lot 1, 8

**Agreement 30:**

**Landowner:**

ANCHO WIND LLC, a Delaware limited liability company

**Landowner Documents:**

Agreement and Option to Purchase Easements dated \_\_\_\_\_, 2022, entered into by and between Ancho Wind LLC, a Delaware limited liability company, and El Corazon Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Agreement and Option to Purchase Easements filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_, in the Records of Torrance County, New Mexico

**Legal Description:**

Tract designated "B-2" located in S2 of Section 33, T2N, R13E, N.M.P.M., Lands of Lazy LJ Ranch, LLC, dated August 4, 2021, filed for record on March 4, 2020, as document number 2200545, filed in Cabinet G, Slide 118, Plat Records of Torrance County, New Mexico

**Agreement 31:**

**Landowner:**

LAZY LJ RANCH, LLC, a New Mexico limited liability company

**Landowner Documents:**

Agreement and Option to Purchase Easements dated October 13, 2020, entered into by and between Lazy LJ Ranch, LLC, a New Mexico limited liability company, and Ancho Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Agreement and Option to Purchase Easements filed of record on October 15, 2020 as Document No. 002202803, in Book 344, Page 3076; as options exercised by that certain Notice of Exercise of Option dated January 27, 2022, filed of record on January 27, 2022 as Document No. 2220251, in Book 350, Page 937; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 2 North, Range 13 East, N.M.P.M.

Section 4: All  
Section 5: All  
Section 8: All  
Section 9: All  
Section 17: All  
Section 20: All  
Section 21: All  
Section 28: All  
Section 33: All

Township 3 North, Range 13 East, N.M.P.M.

Section 32: S2SE4  
Section 33: All

**Agreement 32:**

**Landowner:**

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

**Landowner Documents:**

Business Lease (Lease No. EW-0102) dated \_\_\_\_\_, 2022, entered into by and between New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, and Pattern SC Holdings LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Business Lease (Lease No. EW-0102) filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; as assigned to El Corazon Wind LLC, a Delaware limited liability company, by and through that certain Assignment of State Business Lease dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 9 North Range 13 East, N.M.P.M.

- Section 4: W2SW4; SE4SW4; SW4SE4
- Section 5: Lots 1, 2, 3, 4; S2N2; S2
- Section 6: Lots 1, 2, 3, 4, 5, 6, 7; S2NE4; SE4NW4; E2SW4; SE4
- Section 7: Lots 1, 2, 3; NE4; E2NW4; NE4SW4; N2SE4; SE4SE4
- Section 8: N2; SE4
- Section 9: N2; SW4; NW4SE4
- Section 16: All
- Section 17: All
- Section 18: Lots 1, 2, 3, 4; NE4; E2NW4; E2SW4; SE4
- Section 19: Lots 1, 2, 3, 4; NE4NE4; E2SW4 SE4
- Section 20: N2N2; SE4NE4; S2
- Section 21: All
- Section 28: NE4; S2NW4; S2
- Section 29: S2NE4; NW4
- Section 30: Lots 1, 2, 3, 4; NE4; E2NW4; E2SW4; SE4
- Section 31: All
- Section 32: All
- Section 33: All



**Agreement 33:**

**Landowner:**

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

**Landowner Documents:**

Grant of Right-of-Way (Right-of-Way Easement No. R-\_\_\_\_\_) dated \_\_\_\_\_, 2022, entered into by and between New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, and El Corazon Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Notice of Grant of Right-of-Way (Right-of-Way Easement No. R-\_\_\_\_\_) filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_, in the Records of Torrance County, New Mexico

**Legal Description:**

Township 2 North, Range 13 East, N.M.P.M.

Section 2: NE4; SW4; SE4NW4; NW4SE4

Township 3 North, Range 13 North, N.M.P.M.

Section 32: NE4SE4

Section 36: NE4; SW4; N2NW4; SE4NW4; NW4SE4

Township 3 North, Range 14 East, N.M.P.M.

Section 18: W2SW4; SW4NW4

Section 19: W2W2

Township 4 North, Range 13 East, N.M.P.M.

Section 24: E2SE4

Section 36: E2E2

**DRAFT**

*Mesa Canyons Wind LLC  
September 21, 2022*

TORRANCE COUNTY, NEW MEXICO

and

MESA CANYONS WIND LLC

---

LEASE AGREEMENT

---

Dated as of [CLOSING MONTH] 1, 2022

\$959,000,000  
Torrance County, New Mexico  
Taxable Industrial Revenue Bonds  
(Mesa Canyons Wind LLC Project)  
Series 2022A

## TABLE OF CONTENTS

	<b>Page</b>
<b>ARTICLE I RECITALS .....</b>	<b>1</b>
Section 1.01 Recitals.....	1
<b>ARTICLE II DEFINITIONS AND RULES OF CONSTRUCTION .....</b>	<b>2</b>
Section 2.01 Definitions.....	2
Section 2.02 Rules of Construction .....	7
<b>ARTICLE III REPRESENTATIONS .....</b>	<b>7</b>
Section 3.01 Issuer Representations .....	7
Section 3.02 Company Representations .....	8
<b>ARTICLE IV THE PROJECT, THE COMPANY AND AFFILIATED ENTITIES .....</b>	<b>11</b>
Section 4.01 Construction, Acquisition, Equipping, and Completion .....	11
Section 4.02 Plans and Specifications and Changes to the Project Property .....	11
Section 4.03 No Warranty of Condition or Suitability by Issuer.....	12
Section 4.04 Completion Date .....	12
Section 4.05 Gross Receipts and Compensating Tax .....	13
Section 4.06 Compliance With Law .....	14
Section 4.07 Taxes and Utility Charges.....	15
Section 4.08 Maintenance .....	15
Section 4.09 Replacement of Project Property .....	15
Section 4.10 Eminent Domain; Damage; Destruction .....	16
Section 4.11 Insurance .....	16
Section 4.12 Access and Inspection.....	16
Section 4.13 Property Exempt .....	16
Section 4.14 Payments in Lieu of Tax .....	16
Section 4.15 Termination of Lease Agreement or Cessation of Operations and Clawbacks .....	18
Section 4.16 Use of Project Property .....	18
Section 4.17 Organizational Structure .....	18
Section 4.18 Obligations Under Project Site Leases .....	19
Section 4.19 Contracts Relating to the Project Property.....	19
Section 4.20 Restrictive Covenants .....	19
Section 4.21 Annual Certificate .....	19
<b>ARTICLE V LEASE; TERM; POSSESSION; RENT .....</b>	<b>19</b>
Section 5.01 Lease of the Project Property; Term .....	19
Section 5.02 Quiet Enjoyment .....	19
Section 5.03 Project Site Leases .....	20
Section 5.04 Basic Rent and Additional Payments.....	20
Section 5.05 Obligations Unconditional; Rights of Offset .....	20
Section 5.06 Net Lease .....	21
<b>ARTICLE VI SPECIAL COVENANTS .....</b>	<b>21</b>
Section 6.01 Recording and Filing; Further Assurances .....	21
Section 6.02 Release and Indemnification.....	22
Section 6.03 GASB77 Reporting Information.....	23

Section 6.04	Claims; Liens .....	23
<b>ARTICLE VII ASSIGNMENT, LEASING AND SELLING .....</b>		<b>24</b>
Section 7.01	Assignment of Rights by the Issuer .....	24
Section 7.02	No Other Transfer by Issuer .....	24
Section 7.03	Transfer of Project Property, Assignment of Agreement, Mortgage and Sale by the Company	24
Section 7.04	Lender Mortgages .....	25
<b>ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES .....</b>		<b>26</b>
Section 8.01	Events of Default Defined .....	26
Section 8.02	Remedies on Default.....	27
Section 8.03	Issuer Remedies .....	28
Section 8.04	Notice of Default.....	28
Section 8.05	Agreement to Pay Attorneys’ Fees and Expenses .....	28
Section 8.06	Right to Cure Defaults .....	28
<b>ARTICLE IX PREPAYMENTS .....</b>		<b>29</b>
Section 9.01	Prepayments.....	29
<b>ARTICLE X RECONVEYANCE OF PROJECT PROPERTY UPON TERMINATION OR EXPIRATION .....</b>		<b>30</b>
Section 10.01	Reconveyance of Project Property .....	30
<b>ARTICLE XI MISCELLANEOUS.....</b>		<b>30</b>
Section 11.01	Waiver; Consequential Damages .....	30
Section 11.02	Beneficiaries .....	31
Section 11.03	Limitation of Issuer’s Liability .....	31
Section 11.04	No Violation of Public Policies Regarding Indemnity .....	31
Section 11.05	Notices .....	32
Section 11.06	Severability .....	33
Section 11.07	Successors.....	33
Section 11.08	Title, Headings.....	33
Section 11.09	Execution in Counterparts.....	33
Section 11.10	Applicable Law .....	34
Section 11.11	Obligations of Issuer Not Obligations of Officials Individually .....	34
Section 11.12	Non-Merger.....	34
Section 11.13	Payments Due on Days That Are Not Business Days .....	34
Section 11.14	Amendments .....	34
Section 11.15	Survival.....	34
Section 11.16	Relationship .....	34

Exhibit A – Project Site Leases and Real Property covered by Project Site Leases

Exhibit B – Description of the Improvements and Equipment

Exhibit C – Annual PILT Calculation Certificate

Exhibit D – Excerpts from Sublease Agreement Concerning Decommissioning Obligations

TORRANCE COUNTY, NEW MEXICO, a political subdivision of the State of New Mexico (the “Issuer” or “County”), as lessor, and MESA CANYONS WIND LLC, a Delaware limited liability company authorized to do business in the State of New Mexico (the “State”), together with its successors, assigns and affiliates (the “Company”), agree:

**ARTICLE I  
RECITALS**

**Section 1.01 Recitals.**

A. The Company has requested that the Issuer issue its Taxable Industrial Revenue Bonds (Mesa Canyons Wind LLC Project), Series 2022A in a maximum aggregate principal amount not to exceed \$959,000,000 (collectively, the “Bonds”). The proceeds of the Bonds will be used to finance the Project (defined below).

B. The Issuer is authorized under the County Industrial Revenue Bond Act, NMSA 1978, Sections 4-59-1 to -16 (1975, as amended through 2021) (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 Property (defined below) pursuant to Ordinance No. [\_\_\_\_-\_\_] adopted by the Board of County Commissioners of Torrance County, New Mexico on [September] [28], 2022 (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 [CLOSING MONTH] 1, 2022 (together with any and all amendments and supplements, the “Indenture”) among the Issuer, the Company, [INSERT NAME OF PURCHASER], a [Delaware] limited liability company (together with its successors and assignees, and transferees of the Bonds, the “Purchaser”) and [INSERT NAME OF DEPOSITARY] (the “Depositary”).

D. 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 below).

E. The proceeds of the Bonds will be used to finance the Project (as defined below), and Project Property (as defined below) which is to be leased to the Company under this Lease Agreement (together with all amendments and supplements, this “Agreement”).

F. Pursuant to NMSA 1978, Section 4-59-4(A)(2) (2021), the Company will make annual in-lieu tax payments to the Issuer and to the Corona Public School District, the Estancia Municipal School District, the Moriarty Municipal School District, the Mountainair Public School District, and the Vaughn Municipal School District, as provided in Section 4.14 of this Agreement.

G. The Company has subleased its rights under the Project Site Leases (as defined below) to the Issuer pursuant to the Sublease Agreement (as defined below). The Project Property, which includes the leasehold and easement interests in the real property subject to the Project Site Leases, is to be leased to the Company pursuant to this Agreement.

H. The Issuer deems it desirable, in the best interests of its residents and in accordance with the purposes of the Act, to issue its Bonds and make the proceeds thereof available to the Company pursuant to this Agreement for the purposes described above and in the Indenture.

I. The Bonds are to be purchased under a Bond Purchase Agreement dated as of [INSERT DATE], 2022 (together with any and all amendments and supplements, the “Bond Purchase Agreement”), among the Issuer, the Purchaser and the Company.

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 the Basic Rent (as defined below)).

## **ARTICLE II DEFINITIONS AND RULES OF CONSTRUCTION**

**Section 2.01 Definitions.** All words and terms defined in the Indenture have the same meanings when used in this Agreement. In addition:

“Acquisition Account” has the meaning assigned thereto in Section 601 of the Indenture.

“Additional Payments” has the meaning assigned in Section 5.04(b) of this Agreement.

“Affiliate” means, with respect to the Company, any other Person controlling, controlled by or under common control with the Company.

“Agreement” or “Lease Agreement” means this Lease Agreement dated as of [CLOSING MONTH] 1, 2022 between the Issuer and the Company.

“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.

“Assignment” has the meaning assigned thereto in Section 7.03 of this Agreement.

“Authorized Company Representative” has the meaning assigned thereto in the Indenture.

“Basic Rent” has the meaning assigned in Section 5.04(a) of this Agreement.

“Bonds” means the Torrance County, New Mexico Taxable Industrial Revenue Bonds (Mesa Canyons Wind LLC Project), Series 2022A in an aggregate principal amount not to exceed \$959,000,000.



“Bond Counsel” means Rodey, Dickason, Sloan, Akin & Robb, P.A., Albuquerque, New Mexico.

“Bond Documents” means collectively (i) this Agreement, (ii) the Sublease Agreement, (iii) the Indenture, and (iv) the Bond Purchase Agreement.

“Bond Ordinance” has the meaning assigned in Recital B above.

“Bond Purchase Agreement” has the meaning assigned in Recital I above.

“Business Day” has the meaning assigned in the Indenture.

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

“CFE Properties” has the meaning assigned in Section 3.02(t)(ii) of this Agreement.

“Closing Date” has the meaning assigned thereto in the Bond Purchase Agreement.

“Company” has the meaning assigned in the preamble to this Agreement.

“Company Financing” means a transaction or series of transactions with the Lender or Lenders involving credit agreements, loan documents (including without limitation the Loan Agreement), letters of credit, and other instruments evidencing financial obligations to be secured by one or more mortgages, pledges, encumbrances, or other liens on the Project Property to which the Company, its members, or any subsidiary or Affiliate of the Company is a party, entered into or occurring at any time prior to the Closing Date or during the Term and after the date of initial delivery of the Bonds, for the purpose of obtaining financing or refinancing of any existing financing for the use by the Company or any Affiliates.

“Completion Date” has the meaning assigned in Section 4.04 of this Agreement.

[“Common Facilities Easement Agreement” means that certain [Cotenancy, Common Facilities and Easement Agreement] to be entered into after the Closing Date (as defined in the Bond Purchase Agreement) by and among the Company or one or more Affiliates and certain other parties identified therein.]

“Conveyancing Documents” has the meaning assigned in Section 4.01 of this Agreement.

“Default” has the meaning assigned in Section 801 of the Indenture.

“Depositary” has the meaning assigned in Recital C to this Agreement.

“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.

“Equipment” means that equipment and other personal property as described in Exhibit B attached hereto.

“Event of Default” has the meaning assigned in Section 8.01 of this Agreement.

“First Lender Mortgage” means that [Line of Credit Deed of Trust, Assignment of Leases and Rents, Financing Statement, Security Agreement and Fixture Filing or similarly named mortgage instrument] and all amendments, supplements, modifications and replacements thereof, made by the Company for the benefit of the Lender or Lenders creating a lien on the Project Site and the Project Property, to which the Issuer’s interest is subject.

“Governing Body” has the meaning assigned in Section 3.01(b) of this Agreement.

“Improvements” means all improvements as to the Project Site, including but not limited to any buildings or other structures, the Equipment and all other equipment and personal property of any kind acquired with the proceeds of the Bonds prior to the Completion Date which is subject to depreciation for federal income tax purposes and is installed or located at the Project Site and used as part of the Project described in Exhibit B attached hereto.

“Indemnified Persons” has the meaning assigned in Section 6.02 of this Agreement.

“Indenture” has the meaning assigned in Recital C above.

“Issuance Costs” means items of expense related to the authorization, sale and issuance of the Bonds and authorization and execution of the Bond Documents, which items of expense will include, but not be limited to, application fees and expenses, publication costs, printing costs, costs of reproducing documents, filing and recording fees, Bond Counsel fees, Issuer’s financial advisor, County bond counsel and other contract counsel fees, initial fees of Depository and other costs, charges and fees of the Issuer and the Company in connection with the foregoing.

“Issue Date” has the meaning assigned in the form of Bond attached as Exhibit A to the Indenture.

“Issuer” has the meaning assigned in the preamble to this Agreement.

“Issuer PILT Payments” has the meaning assigned in Section 4.14(a) of this Agreement.

“Lender” or “Lenders” means Lenders (as defined in the Loan Agreement) and their agents.

“Leasehold Mortgage” means that [Line of Credit Deed of Trust, Assignment of Leases and Rents and Revenues, Financing Statement, Security Agreement and Fixture Filing or similarly named mortgage instrument], and all amendments, supplements, modifications and replacements thereof, made by the Company for the benefit of the Lender or Lenders and creating among other things, a lien on the Company’s leasehold estate under this Agreement.

“Loan Agreement” means (a) that certain Financing Agreement to be entered into after the Closing Date (as defined in the Bond Purchase Agreement) (as amended, amended and

restated, supplemented or otherwise modified from time to time, the “Financing Agreement”), among, the Lenders (as defined therein), the Company or an Affiliate, as borrower, the Purchaser, an Administrative Agent (as defined therein) and the other parties thereto, providing for, among other things, the financing of the Project and (b) that certain [Letter of Credit, Reimbursement and Loan Agreement or similarly named letter of credit agreement] to be entered into after the Closing Date (as defined in the Bond Purchase Agreement) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “LC Reimbursement Agreement”), among, the Lenders (as defined therein), the letter of credit issuers and an Administrative Agent (as defined therein).

“Losses” has the meaning assigned in Section 6.02 of this Agreement.

“NTTCs” has the meaning assigned in Section 4.05 of this Agreement.

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

“Person” means an individual, corporation, partnership, limited liability partnership, limited liability company, unincorporated organization, association, joint stock company, joint venture, trust, estate, real estate investment trust, government, agency or political subdivision or other entity, whether acting in an individual, fiduciary or other capacity.

“PILT Certificate” has the meaning assigned in Section 4.14(b) of this Agreement.

“PILT Payment Date” has the meaning assigned in Section 4.14 of this Agreement.

“PILT Payments” has the meaning assigned in Section 4.14(a) of this Agreement.

“PILT Rate” means \$2,800, increasing 2.5% (on a non-compounding basis) on January 1, 2027 and on each fifth January 1 thereafter during the Term.

“Project” means the acquisition, development, construction and equipping of that certain wind farm located within the County but outside the boundaries of any incorporated municipality being developed and to be operated by the Company on the Project Site for the purpose of generating electricity, including without limitation all associated Improvements and Equipment.

“Project Property” means (i) any rights of the Company in, or related to, the Project Site owned or hereafter acquired under easements, agreements or leases and assigned or subleased by the Company to the Issuer (including, but not limited to, those rights subleased to the Issuer pursuant to the Sublease Agreement) and (ii) the Improvements.

“Project Site” means the real property located within the County but outside the boundaries of any incorporated municipality upon which the Project is to be located described in Exhibit A attached hereto as may be amended or supplemented at any time pursuant to Section 4.02 of this Agreement.

“Project Site Leases” means, collectively, those certain lease and easement agreements that convey the Project Site to the Company as set forth in Exhibit A attached hereto.

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

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

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

“School Districts” means, collectively, the Corona Public School District, the Estancia Municipal School District, the Moriarty Municipal School District, the Mountainair Public School District, and the Vaughn Municipal School District.

“School District PILT Payments” has the meaning assigned in Section 4.14(a) of this Agreement.

“Section 56-7-1” has the meaning assigned in Section 11.04 of this Agreement.

“Section 56-7-2” has the meaning assigned in Section 11.04 of this Agreement.

“State” means the State of New Mexico.

“Sublease Agreement” means, collectively, those agreements pursuant to which the Company subleases its rights under the Project Site Leases to the Issuer.

“Term” means the period from (a) the date of the execution and delivery of this Agreement by the Issuer and the Company to (b) the earlier of (i) the date of Payment of the Bonds, (ii) the date of termination of this Agreement pursuant to Section 8.02(d), or (iii) [INSERT DATE], 2052.

“Temporary Cessation or Interruption of Operations” has the meaning assigned in Section 4.16 of this Agreement.

“Total Annual Base PILT Amount” means (i) for the years 2023 through 2026, the amount specified in Section 4.14(c) of this Agreement for each respective year; or, (ii) for year 2027 and every year thereafter for the remainder of the Term of the Agreement, the PILT Rate multiplied by the Certified Project MW Capacity specified in the PILT Certificate for each respective year.

“Transfer” has the meaning assigned in Section 7.03 of this Agreement.

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

“Unassigned Rights” means the right of the Issuer to make all determinations and approvals and receive all notices accorded to it under this Agreement and to enforce in its name and for its own benefit the provisions of Sections 4.04 (notice rights only), 4.05, 4.06, 4.12, 4.14, 4.15, 4.16, 4.18, 4.21, 5.04(b), 6.02, 6.03, 6.04, 7.03, 8.03 and 8.05 of this Agreement, with

respect to Issuer fees and expenses; gross receipts and compensating tax; the right to access the Project; the PILT Payments; reports to the Depository and Issuer; environmental matters; transfer, assignment, subleasing, sale and indemnity payments as the interests of the Issuer and related Persons may appear.

**Section 2.02 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, recitals or exhibits are references to articles, recitals, 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 the Indenture.

**ARTICLE III  
REPRESENTATIONS**

**Section 3.01 Issuer Representations.** The Issuer represents that, as of the date of delivery of this Agreement:

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

(b) The Issuer has duly authorized by the Bond Ordinance adopted at a meeting duly called and held, by the affirmative vote of not less than a majority of all of the members of its Board of County Commissioners (the “Governing Body”), 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, without limitation, the acquisition of the Project Property and paying certain costs related to the issuance of the Bonds.

(c) To the knowledge of the Issuer, without independent investigation and without representation as to the validity or enforceability of the Bonds or the Bond Documents, (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.

(d) The Issuer finds and determines that the financing of the Project will be of economic and other benefit to the Issuer, and based upon the representations of the Company as to the location of the Project contained in Resolution No. 2021-37 of the Issuer, the Project is

located within Torrance County, New Mexico, but outside the boundaries of any incorporated municipality.

(e) No litigation, proceedings or investigations are pending or, to the knowledge of the Issuer, threatened against the Issuer at law or in equity before any court, tribunal, governmental authority or arbitration board, seeking to restrain, enjoin or limit the approval or issuance and delivery of the Bonds, the Indenture, the Bond Purchase Agreement, the Sublease Agreement, this Agreement or any other documents pertaining to the Bonds or the Bond Documents to which the Issuer is a party.

(f) To the knowledge of the Issuer, no member, officer or other official of the Issuer has any pecuniary interest whatsoever in the Company or the transactions contemplated by this Agreement.

(g) Based solely on the representation of the Company in Section 3.02(t) of this Agreement, the Issuer acknowledges and consents that the real estate interests comprising the Project Site shall be subject to the rights and obligations of the parties to the Common Facilities Easement Agreement providing for the use of certain common facilities and transmission easements by the Company and the other parties to such agreement.

**Section 3.02 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 and under the laws of the State, and has duly authorized the execution, delivery and performance of the Sublease Agreement, this Agreement, the Indenture and the Bond Purchase Agreement.

(b) The Company has full legal right, power and authority to carry out and consummate the transactions contemplated by the Sublease Agreement, this Agreement, the Indenture and the Bond Purchase Agreement and to incur and perform the obligations provided for therein, all of which have been duly authorized by all proper and necessary action on the part of the Company. No consent or approval of any public authority or third party is required as a condition of validity of the Bond Documents except for such approvals and consents that have already been obtained. The Company has not received any written notice that the Project is not in material compliance with all laws and regulations to which it is subject.

(c) The execution, delivery and performance by the Company of the Sublease Agreement, this Agreement, the Indenture 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 where such conflict, contravention, violation, breach or default could reasonably be expected to materially adversely affect the ability of the Company to perform its obligations under the Bond Documents.



(d) The Sublease Agreement, this Agreement, the Indenture 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) There is no action, suit, proceeding, inquiry or investigation by or before any court, public board or body pending or, to the actual 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, or (iii) questions the authority of the Company to own, lease or operate any of the Project Property.

(f) The Company has not received any written notice of any currently existing violation of any zoning, land use, environmental or other similar law or regulation applicable to the Project Site.

(g) This Agreement will serve as a financing agreement for the purpose of providing payment for the account of the Issuer of such revenues as will be sufficient to pay the principal and interest on, the Bonds, and providing that the Company will be obligated to pay for the maintenance of and insurance (including self-insurance requirements) on the Project as required by the Act. None of the proceeds of the Bonds will be used to provide working capital.

(h) Immediately prior to the effectiveness of the Sublease Agreement, the Project Site Leases are each valid and legally binding against the Company and, from and after the effectiveness of the Sublease Agreement, allow the Company to use the Project Site as tenant or grantee and allow the Company to sublease the Project Site to the Issuer for the purpose of developing and operating the Project subject to the terms and conditions set forth in the Project Site Leases. The Sublease Agreement constitutes a valid, legally binding lease by the Company to the Issuer of the Project Site described therein, to the extent of the rights of the Company under the relevant Project Site Lease(s).

(i) All taxes and assessments due and payable by the Company have been paid or are being contested in good faith by appropriate proceedings, and the Company has filed all tax returns that it is required to file.

(j) The Company intends to complete the Project prior to the Completion Date and will cause to be paid all costs of the Project in excess of money available therefor in the Acquisition Accounts.

(k) 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.

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

(m) As agent for the Issuer, the Company proposes to acquire, construct, install, and equip, or cause to be acquired, constructed, installed, and equipped, the Project. The Company will have responsibility for the installation, acquisition, and equipping of the Project, and may perform the same, by itself or through Affiliates, agents, contractors, subcontractors, or others selected by it, in whatever lawful manner it deems necessary or advisable. With respect to such acquisition, construction, installation, and equipping, the Company will procure from the appropriate State, county, municipal, and other authorities and corporations, connection and discharge arrangements for the supply of utility services for the operation of the Project.

(n) 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.

(o) The Project Property is located within the County but outside the boundaries of any incorporated municipality and the Project is an electric generation facility which does not require both location approval and a certificate of convenience and necessity prior to commencing construction or operation of the facility pursuant to the New Mexico Public Utility Act, NMSA 1978, Sections 62-3-1 to -5 (1967, as amended through 2019).

(p) 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.

(q) The Company acknowledges that the Issuer has made no warranty or representation, express or implied, that the amount in the Acquisition Account will be sufficient to pay the Related Costs or that the Project Property will be suitable for the Company’s needs.

(r) No litigation at law or in equity, nor any proceeding before any governmental agency or other tribunal, involving the Company is pending or, to the knowledge of the Company, threatened, in which any liability of the Company is not adequately covered by insurance or otherwise, or in which any judgment or order would materially and adversely affect the Project, the validity of this Agreement, the Indenture, the Bond Purchase Agreement, or the Sublease Agreement, or the performance of the Company’s obligations thereunder or the transactions contemplated thereby.

(s) 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 Project Property, and all permits, licenses, consents, and permissions necessary for the Project Property have been or will be obtained in due course.

(t) [The Company represents that (i) it will enter into a Common Facilities Easement Agreement, (ii) under the Common Facilities Easement Agreement, it will provide for

the use of certain common facilities and easements comprising Project Property (the “CFE Properties”), (iii) the rights of the Company in and to the CFE Properties is and will be subject to the terms and conditions of the Common Facilities Easement Agreement and (iv) the Company’s sublease of the CFE Properties included in the Project Property pursuant to the Sublease Agreement and its lease of such CFE Properties pursuant to this Lease Agreement will be subject to the terms and conditions of the Common Facilities Easement Agreement.]

The representations of the Company in this Section 3.02 and in any certificate or other instrument delivered by the Company pursuant to any of the Bond Documents or 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.

#### **ARTICLE IV THE PROJECT, THE COMPANY AND AFFILIATED ENTITIES**

**Section 4.01 Construction, Acquisition, Equipping, and Completion.** The Company will, on behalf of and as agent for the Issuer, construct, acquire, install, and equip the Project and will undertake to complete the Project as promptly as practicable. On or prior to the date of issuance and delivery of the Bonds and execution of this Agreement, the Company has conveyed or caused to be conveyed to the Issuer, by sublease, bill of sale and/or such other appropriate transfer or conveyance documents as will vest title in the Issuer (the “Conveyancing Documents”), to all of the Company’s interest in the Project Site under the Sublease Agreement and to any and all Improvements as may exist at that time and thereafter the Company shall transfer legal title to each additional relevant portion of the Improvements acquired by the Company as agent for the Issuer, so that title will vest in the Issuer pursuant to the Conveyancing Documents. All Improvements shall be paid out of proceeds of the Bonds to appropriate vendors or on a reimbursement basis to the Company pursuant to Section 602 of the Indenture. 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. To the extent reasonably possible, the Company will cause the Project to be completed with proceeds of issuance of the Bonds, and the Company will use its best reasonable efforts to cause the Purchaser to carry out its obligations to make advances under the Bonds. After installation, and other than removals in connection with repairs or replacements, the Improvements will at all times during the Term be located in or upon the Project Site. To the extent necessary, after proceeds of the Bonds have been exhausted, the Company will cause the Project to be completed with its own funds or other resources and it will not be entitled to reimbursement or reduction of the Basic Rent. The Company will obtain at the necessary time all licenses and permits required for the occupancy and operation of the Project Property.

**Section 4.02 Plans and Specifications and Changes to the Project Property.** The Company will maintain a set of plans and specifications for the Project during the period of installation and equipping which will be available to the Issuer and the Purchaser for inspection during the Company’s regular business hours. In addition to its rights under Section 4.09 hereof, the Company may, at any time and without the prior consent or approval of the Issuer and the Purchaser, make changes, supplements, modify, remove, substitute, amend and make additions to, the Project Property (including, without limitation, the Project Site Leases and the legal descriptions of the Project Site contained in Exhibit A hereto and in the Project Site Leases and legal descriptions of the Project Site contained in Exhibit A to the Sublease Agreement, provided that any changes, supplements, modifications, removals, substitutions and additions to the

Project Site Leases and legal descriptions of the Project Site contained in Exhibit A hereto and in Exhibit A to the Sublease Agreement shall be effectuated and recorded (if applicable), no later than [January 1, 2024]), and may make changes, conveyances of rights and interests and take other action as provided under the terms of the Project Site Leases [and Common Facilities Easement Agreement] without the prior approval of the Issuer. The Issuer, the Company, and the Purchaser will take such further actions as necessary to effect any such changes including, without limitation, executing, delivering, and recording bills of sale, assignments, amendments or substitutions to the Project Property, the Project Site Leases, the Sublease Agreement, this Agreement and/or the other Bond Documents, and the Governing Body hereby delegates to the Chair of the Governing Body or the County Manager the authority to execute, on behalf of the Issuer, such bills of sale, assignments, amendments or substitutions to the Project Property, the Project Site Leases, the Sublease Agreement, this Agreement and/or the other Bond Documents, subject to review by the County Attorney as to legal sufficiency. Notwithstanding the foregoing, the Company will not make any changes, supplements, modifications, amendments, additions, removals, or substitutions or otherwise change or operate the Project Property or permit the Project Property 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 results in the Bond proceeds being applied in a manner other than as provided in the Bond Documents.

**Section 4.03 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 4.03 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 4.04 Completion Date.** The Company will complete or cause the Project to be completed as promptly as practicable, but no later than the fifth anniversary of the date of this Agreement. On the date the Project is complete, in the sole opinion of the Company (the “Completion Date”), the Company will deliver to the Issuer and Depositary a certificate signed by an Authorized Company Representative stating that, except for specified amounts remaining in the Acquisition Account for any specified Related Costs incurred by the Company but not then due and payable, the Project is complete in all material respects and all material 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 Account to the Company, pursuant to Section 606 of the Indenture, the Company will have the sole responsibility for the payment of any Related Costs in excess of the amount specified to be retained in the Acquisition Account. 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 and each component of the Project Property.

#### **Section 4.05 Gross Receipts and Compensating Tax.**

The Company will act as agent for the County with respect to the Project and in acquisition of the Project Property or any component thereof. The County authorizes the Company to act as agent for the purchase of wind generation equipment used to generate electricity from wind energy and related equipment as defined in NMSA 1978, Section 7-9-54.3 (2010) with respect to the Project. The Company, either on its own behalf or as an agent for the Issuer pursuant to Section 4.01 hereof and this Section 4.05, will file returns for reporting and paying compensating tax which may be due because of the Project and will pay prior to delinquency, as a Related Cost, any gross receipts or compensating tax due from the Issuer under any such returns. To the extent consistent with State law, the Issuer will cooperate with the Company in the obtaining of Nontaxable Transaction Certificates (“NTTCs”) to be issued to vendors and contractors by the Company, as agent for the Issuer, in order to permit the vendors and contractors to claim deductions available under the New Mexico Gross Receipts and Compensating Tax Act for their receipts from selling tangible personal property for the Project, to the Company, as agent for the Issuer. 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 such entities 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; provided, except as otherwise provided in Section 6.02 hereof, that the Company shall have no liability for any penalties or other charges related to any delay or default by the Issuer in the performance of its obligations under this Agreement. 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, provided the Company will not pursue a dispute without notice to the Issuer and will not pursue any dispute that, in the reasonable opinion of the Issuer, may materially and adversely affect the interests or rights of the Issuer. During the period of such contest and any related appeal, this Section 4.05 will be deemed satisfied with respect to the matters so contested. The Issuer will, at the expense of the Company, join in any reasonable modifications to this Agreement which are necessary or desirable to obtain NTTCs 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 Project or the operations at the Project by the Company. The Company will employ NTTCs solely to purchase Project Property or any component thereof with proceeds of the Bonds, and will not employ NTTCs for purchases after the Completion Date. It is the intention of the Issuer, that the Company shall be deemed to be acting as agent for the Issuer with respect to all purchases of Project Property or any component thereof with proceeds of the Bonds on the terms set forth herein, even if certain purchasing and delivery documentation (including but not limited to receipts, invoices, and forms and corresponding documentation for the purchase of goods) may not expressly disclose or identify such agency relationship.



The Issuer and the Company understand that the receipts of vendors from the sale of tangible personal property to the Issuer, which tangible personal property is included in the Project Property (but excluding certain “construction material”, as defined in NMSA 1978, Section 7-9-3.4(B) (2020) and modified at NMSA 1978, Section 7-9-54(A)(3) (2018)), will be deductible from gross receipts or governmental gross receipts, and exempt from compensating tax, to the extent permitted by NMSA 1978, Sections 7-9-14 (2001) and 7-9-54 (2018) and 3.2.212.22 NMAC and sections of the New Mexico Statutes Annotated (NMSA) and the New Mexico Administrative Code (NMAC) under which such provisions or similar provisions may be codified or renumbered in the future. The deduction from gross receipts or governmental gross receipts, and the exemption from the compensating tax, will not apply to purchases of Project Property except as provided in the preceding sentence, and except as contemplated in the preceding sentence, the Company will not be authorized by this Agreement to provide NTTCs to vendors.

**Section 4.06 Compliance With Law.** The Company will obtain or cause to be obtained all necessary permits and approvals for the construction, occupancy, operation, and maintenance of the Project Property, and will comply in all material respects with all Applicable Environmental Laws and any applicable laws and requirements of any governmental body, agency, or department. The Company may in good faith contest the validity or the applicability of any such law or requirement. During the period of such contest and any related appeal, this Section 4.06 will be deemed satisfied with respect to the law or requirement so contested.

To the extent that the use which the Company makes of the 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 Property, 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.

The Company agrees to promptly notify the Purchaser and the Issuer of any violation or alleged violation of any Applicable Environmental Laws of which they receive written notice.

The Company shall, at its 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 by the Company or its employees, agents or contractors. If the Company fails to timely take any action required under this Section 4.06 after written 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 therefor, 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



members of the Issuer's Governing Body, its 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 caused by the Company or its employees, agents, or contractors 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 4.06: (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 willful misconduct of the Issuer or any of the members of the Issuer's governing body or its employees or agents.

**Section 4.07 Taxes and Utility Charges.** The Company will pay or cause to be paid, as and when due, (a) 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, (b) all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project Property and (c) 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 4.07 will be deemed satisfied with respect to any such levy, tax, assessment or other charge so contested.

**Section 4.08 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 good repair and in such operating condition as is needed, in its sole discretion, for its operations and make all necessary repairs and replacements to the Project Property (whether ordinary, extraordinary, structural, nonstructural, foreseen and unforeseen). In addition, the Company will comply with all of its decommissioning obligations under the Project Site Leases, the applicable provisions of which are excerpted in Exhibit D attached hereto, which Exhibit D, notwithstanding any amendment to the Project Site Leases, shall not be amended, or deemed to be amended, without the prior written consent of the Issuer.

**Section 4.09 Replacement of Project Property.** In addition to its rights under Section 4.02 hereof, the Company may from time to time replace any machinery, equipment or fixtures constituting a part of the Project Property leased hereunder by such entity, and 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 the reasonable 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 4.09 to be so replaced or removed. The provisions of Section 10.01 hereof govern the form of any such instruments. The removal from the Project of any portion of the machinery, equipment or fixtures, if any, pursuant to the provisions of this Section 4.09 will not entitle the Company to any abatement or diminution in amount of the Basic Rent, Additional Payments or PILT Payments 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; title to such property will not

thereby be transferred to the Issuer. [Consider additional language to cover conveyances of “last leg” gen-tie property.]

**Section 4.10 Eminent Domain; Damage; Destruction.** The Company will give prompt notice to the Issuer and the Purchaser of any damage to or destruction of the Project Property that results in the Project no longer being a qualified “project” as defined in and as contemplated by the Act. If any of 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 or with respect to or from any damage to or destruction of all or any portion of the Project Property shall be paid to the Company.

**Section 4.11 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 comprehensive general liability insurance against liability for (a) 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 (b) if the Company has employees, claims 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 4.12 Access and Inspection.** Subject to the terms of the easements applicable to the Project Site and the Project Site Leases, which, to the Company’s knowledge, will not prevent Issuer’s access and entry to the Project Site, the Company will give the Issuer, the Purchaser and their duly authorized agents, during regular business hours, upon two (2) Business Days’ prior notice, such rights of access and entry onto the Project Site for any reasonable purpose of the Issuer or the Purchaser, as applicable, contemplated by this Agreement. At the sole option of the Company, any such access or entry shall include being escorted by a representative of the Company. During any such access or entry, the Issuer and Purchaser shall comply with all safety related rules and policies of the Company or its contractors.

**Section 4.13 Property Exempt.** The Issuer and the Company acknowledge that during the Term, the Project Property will be exempt from property taxation pursuant to NMSA 1978, Section 7-36-3 (2019).

**Section 4.14 Payments in Lieu of Tax.**

(a) *PILT Payment Date.* During the Term, the Company shall make annual payments in lieu of taxes to the Issuer (the “Issuer PILT Payments”) and the School Districts (the “School District PILT Payments” and, together with the Issuer PILT Payments, the “PILT Payments”) as provided herein, beginning on the first Business Day of January 2023, and, thereafter, on the first Business Day of January in each succeeding year (each such payment date,

a “PILT Payment Date”). In the event that payment of any such PILT Payment is not made when due, the Issuer or the School Districts, upon giving the Company no less than thirty (30) day’s written notice, may, but are not required to, impose a late fee equal to five percent (5%) of the amount not paid following expiration of such thirty (30) day notice period.

(b) *PILT Certificate.* At least one month prior to each PILT Payment Date, the Company shall deliver to the Issuer, with a copy to each of the School Districts, a certificate substantially in the form of Exhibit C hereto (the “PILT Certificate”) (i) certifying the total number of megawatt nameplate installed capacity for the Project on the Project Site, effective as of the date of the certificate, and (ii) calculating the amounts of the PILT Payments in accordance with the formula shown on the PILT Certificate or as otherwise specified in the PILT Certificate, except that the amounts of the PILT Payments for the years 2023 through 2026 shall be the amounts set forth in Section 4.14(c) below. All PILT Payments shall be distributed in accordance with NMSA 1978, Section 4-59-4(A)(2) (2021) between the Issuer and each of the School Districts. The School District PILT Payments specified on each applicable PILT Certificate shall conform to the requirement specified at NMSA 1978, Section 4-59-4(A)(2)(d) (2021), and not taking into account any subsequent amendment thereto.

(c) *PILT Payments for the Years 2023 through 2026.* On the applicable PILT Payment Date for the years 2023 through 2026, the PILT Payments made to the Issuer and to the School Districts shall be as follows: (i) for the year 2023, the total amount (in the aggregate) of fifty thousand dollars (\$50,000) (and said amount shall be the Total Annual Base PILT Amount for such purposes), which shall be apportioned as set forth on the PILT Certificate for the year 2023; (ii) for each of the years 2024 and 2025, the total amount (in the aggregate) of one hundred thousand dollars (\$100,000) (and said amount for each such year shall be the Total Annual Base PILT Amount for such purpose for each such year), which shall be apportioned as set forth on the PILT Certificates for the years 2024 and 2025, respectively; and (iii) for the year 2026, the Total Annual Base PILT Amount that would have been due for 2026 by multiplying the PILT Rate by the Certified Project MW Capacity indicated on the PILT Certificate for year 2026 (the “2026 Base PILT Amount”), plus an additional amount sufficient to make the 2023 through 2025 PILT Payments equal to the 2026 Base PILT Amount (but credited by the PILT Payments paid for the years 2023, 2024, and 2025).

(d) *PILT Payments for the Year 2027 through the Remainder of the Term.* On the PILT Payment Date for the years 2027 through the remainder of the Term, the Company shall pay (i) to the Issuer, an amount equal to the Issuer PILT Payment as set forth in the PILT Certificate for such year; and (ii) to each of the School Districts, an amount equal to the portion of the School PILT Payments payable to them as set forth in the PILT Certificate for such year.

(e) *Increased Capacity.* In any year in which there is an increase in the megawatt nameplate installed capacity using existing assets, the Company will make increased PILT Payments based on the calculation set forth in the PILT Certificate. In the event that the Company proposes to increase the megawatt nameplate installed capacity for the Project by purchasing additional equipment, or construction of a new project by the Company, the Company will advise the County of its intent, and, if appropriate, request the issuance of additional industrial revenue bonds.

**Section 4.15 Termination of Lease Agreement or Cessation of Operations and Clawbacks.**

(a) In the event the Company terminates this Agreement or if there is a cessation of operations of the Project (other than the Temporary Cessation or Interruption of Operations), the Company will take all necessary action to have the Project Property assessed for property tax purposes in the name of the Company promptly following termination of the Agreement or cessation of operations. Effective as of the date of termination, the Company's obligation to pay any future PILT Payments shall cease and the Company shall not be liable for any such PILT Payments due and payable after the termination date or cessation date, provided that the Company or the successor in interest in the Project Property shall be liable for property taxes thereafter levied on the Project Property.

(b) If, within [five (5)] years of the date of issuance of the Bonds, the Company fails to complete the Project or the Project ceases operations (other than for Temporary Cessation or Interruption of Operations) or the Term of the Agreement has expired), the Company will pay to the Issuer (for the account of all taxing entities within whose jurisdiction the Project is or is to be located), within ninety (90) days of such cessation or non-completion of the Project, an amount equal to 100% of: (i) the ad valorem taxes on real and personal property that the Company did not pay, but would have been required to pay if the Bonds had not been issued by the Issuer and the Project Property had been subject to ad valorem taxation, calculated using the mill levy rates and property tax valuations imposed in each applicable tax year, plus (ii) the amount of gross receipts tax that was not paid, but would have been payable by vendors of Project Property if the Bonds had not been issued and receipts from sales of Project Property had not been deducted from gross receipts of the vendors under NMSA 1978, Section 7-9-54 (2018), plus (iii) the amount of compensating tax that was not paid, but would have been payable by the Company pursuant to NMSA 1978, Section 7-9-14 (2001) with respect to Project Property if the Bonds had not been issued. Any payments required to be made under this Section 4.15(b) shall be reduced by any PILT Payments made by the Company.

**Section 4.16 Use of Project Property.** Following the Completion Date, the Company will use or cause the Project Property to be used, and Issuer grants the Company the full right to use, 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 4.16, "continuously" means regularly and on a schedule consistent with that of similar facilities in the State. Temporary cessation or interruption of operations, cessation of operations during any outbreak, epidemic, pandemic, or an escalation of hostilities or other national or international calamity or crisis, 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, terror attacks, shortages of materials or supplies, inclement or destructive weather conditions, or any other reason beyond the reasonable control of the Company, or other similar circumstances (collectively, the "Temporary Cessation or Interruption of Operations") will not constitute a failure by the Company to comply with this Section 4.16.

**Section 4.17 Organizational Structure.** The Company shall have the right to change its organizational structure, including but not limited to a change in control, so long as such a change does not result in the 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, as applicable, all or part of the obligations of the Company transferred to such entity under the Bond Documents. Original executed copies of such assumption will be delivered to each of the other parties promptly following the effective date of such succession or transfer. To the extent necessary under the laws of the State, the Company will become and remain authorized to transact business in the State and the Company will remain in good standing in the State.

**Section 4.18 Obligations Under Project Site Leases.** The Company will make or cause to be made all payments and perform or cause to be performed all obligations of the grantee/tenant under the Project Site Leases. The Company or relevant Affiliate(s) may, in good faith, contest the obligation to pay or perform under the Project Site Leases in appropriate legal or other proceedings. During the period for such contest and any related appeal, this Section 4.18 will be deemed satisfied with respect to such payment or obligation so contested.

**Section 4.19 Contracts Relating to the Project Property.** The Company may enter into or amend, modify or supplement contracts relating to that part or component of the Project Property it leases, including without limitation the Project Site Leases, without the consent of Issuer, provided that such contract, amendment, modification or supplement will not change the nature of the Project as a qualified “project” as defined in and as contemplated by the Act or impose any liability on Issuer.

**Section 4.20 Restrictive Covenants.** The Company will comply with all applicable restrictive covenants, if any, which run with and bind the Project Site.

**Section 4.21 Annual Certificate.** The Company will furnish the Issuer, the Purchaser and the Depositary (until its duties cease pursuant to Section 9.04(d) of the Indenture), on or before the anniversary of the date of this Agreement of each year while the Bonds are outstanding, commencing [INSERT DATE], 2023, a certificate of the Company signed by an Authorized Company Representative stating that the Company has made a review of its activities during the preceding calendar year for the purpose of determining whether or not the Company has complied with all of the terms, provisions and conditions of this Agreement and the Company has, to the best of its knowledge, kept, observed, performed, and fulfilled each and every covenant, provision and condition of this Agreement on its part to be performed and is not in default in the performance or observance of any of the terms, covenants, provisions or conditions hereof, or if the Company will be in default, such certificate will specify all such defaults and the nature thereof.

## **ARTICLE V LEASE; TERM; POSSESSION; RENT**

**Section 5.01 Lease of the Project Property; Term.** In consideration of the payment of Rent and for other good and valuable consideration, the Issuer leases the Project Property to the Company for the Term, subject to the terms and conditions of this Agreement.

**Section 5.02 Quiet Enjoyment.** The Issuer will not take any action, other than pursuant to Section 4.12 or Article VIII hereof, to prevent the Company from having quiet and peaceable possession and enjoyment of the component of the Project Property that it leases hereunder



during the Term (except to the extent the Issuer is acting solely in its capacity as a governmental entity with power of Eminent Domain, in which event the provisions of Section 4.10 hereof, shall control and the Company shall have all rights against the Issuer that any other party subject to Eminent Domain may have to recover for any interest taken) and will, at the request of the Company and at the expense of the Company, 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 rights to such possession and enjoyment against any third party.

**Section 5.03 Project Site Leases.** Issuer will not terminate, accept termination, amend, modify or waive provisions of the Project Site Leases without Company's prior written approval, which may be given or withheld in Company's sole and absolute discretion.

**Section 5.04 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 necessary 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 (collectively, the "Basic Rent"). The parties acknowledge that the Company may pay, discharge, and redeem the Bonds for the account of the Issuer by offsetting amounts owed under the Bonds to the Purchaser against monies due and payable 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 advances on the Bonds under the Indenture.

(b) The Company will also make the following payments (the "Additional Payments") to or on behalf of the Issuer or the School Districts, all actual and customary out-of-pocket costs and expenses (including, but not limited to, financial advisor fees, counsel fees, whether contract county attorney fees, bond counsel or any other counsel representing the Issuer or the School Districts in connection with matters arising under this Lease Agreement) actually paid or incurred by the Issuer or the School Districts in connection with: (i) the negotiation, preparation, approval, execution and delivery of the Bonds, the Indenture, this Agreement, the Sublease Agreement and the other documents and instruments related hereto and thereto; (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 negotiation, preparation and review of any documents in connection with a Transfer and an Assignment; (iv) 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; (v) the servicing and administration of the Bonds during the Term or thereafter; and (vi) any requested subordination of the Issuer's interest in the Project Property to a Lender or Lenders.

**Section 5.05 Obligations Unconditional; Rights of Offset**

(a) Except as otherwise provided in Section 5.05(b) below, the obligation of the Company to pay Rent and to perform its other obligations under this Agreement is absolute and unconditional and will not be subject to diminution by setoff, counterclaim, abatement or otherwise, whether as a result of 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 any of its obligations under this Agreement, the Company may, subject to the limitations imposed by Section 11.03 hereof, initiate such action against the Issuer as the Company may deem necessary to compel such performance of the 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 that 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 or a component thereof. In such event, if no Event of Default has occurred and is continuing, the Issuer will cooperate with the Company, at the expense of 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 foregoing provisions of this Section 5.05, it is the intention of this Agreement that the Company shall make the Basic Rent payments to the Purchaser for the account of the Issuer, in such amounts and at such times as are necessary to make all payments of principal of, interest on, and redemption price of the Bonds 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 by the Company 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 provided in Section 602 of the Indenture. The Purchaser will look only to the Company for payment of the Bonds upon the security granted in the Indenture for the Company's obligations under this Agreement. As described in Section 7.01 hereof, the Issuer will assign and pledge to the Purchaser certain of its rights, title and interests in and to this Agreement including without limitation the right to receive payments hereunder.

**Section 5.06 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 5.05(b) hereof, free of any deductions and without abatement, diminution or setoff.

## **ARTICLE VI SPECIAL COVENANTS**

**Section 6.01 Recording and Filing; Further Assurances.** The Issuer and the Company will, at the direction of the Purchaser or of the senior secured lenders of the Purchaser or the Company, including the Lender or Lenders, or an agent therefor (which shall be deemed beneficiaries of this provision) and 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 or the Company in the Project Property, including, without limitation, the filing of financing statements and continuation statements and the execution, acknowledgment, delivery, filing and recordation of any other necessary agreements and instruments. The Issuer will cooperate with the Company in all such matters.

## **Section 6.02 Release and Indemnification.**

(a) The Company releases the Issuer and members of its Governing Body, officers, employees, designated representatives, agents or other elected or appointed officials of the Issuer, past, present or future (collectively, hereinafter the “Indemnified Persons”) from, and the Company will indemnify and hold the Indemnified Persons harmless from and against, any and all claims, damages, demands, expenses, liabilities and losses of every kind, character and nature (the “Losses”) asserted by or on behalf of any Person against the Indemnified Persons, including litigation expenses, attorney’s fees or court costs in connection with (i) the execution and delivery of this Agreement and the Indenture and the obligations imposed on the Issuer under this Agreement and the Indenture, any actions taken by the Issuer in connection with the performance of this Agreement and the Issuer’s legal ownership or leasing of the Project Property; (ii) the offering, sale, delivery, or remarketing of the Bonds including but not limited to any liability that may arise under federal or New Mexico securities laws as a result of inaccurate information supplied by the Company in connection with the issuance of the Bonds or any subsequent sale or redemption of the Bonds; (iii) the construction, equipping, operation, use, occupancy and maintenance of the Project by the Company and/or its affiliates and any written statements or representations made or given by the Company and/or its affiliates or any of their respective officers or employees to the Indemnified Persons, with respect to such construction, equipping, operation, use, occupancy or maintenance of the Project, including, but not limited to, statements or representations of facts and other information regarding the operational affairs and financial position of the Company; (iv) any loss or damage to property or any injury to or death of any natural person that may be occasioned by any cause whatsoever relating to the operation, installation, maintenance and use of the Project Property; and (v) any loss or damage incurred by the Issuer as a result of violation by the Company of the provisions of Section 3.02 hereof. The Company also covenants and agrees, at its expense, to indemnify the Indemnified Persons from and against, all costs, reasonable attorney’s fees, expenses and liabilities incurred involving any claim, action or proceeding brought by reason of any such claim. The Company will not be liable for any settlement of any proceeding made without its consent (which consent will not be unreasonably withheld) but if settled with the consent of the Company or if there be a final, unappealable judgment for the plaintiff in any such action, the Company will indemnify and hold harmless the Indemnified Persons.

(b) The Company will also indemnify the Issuer or any Indemnified Person for all reasonable costs and expenses, including reasonable counsel fees, incurred in: (i) enforcing any obligation of the Company under this Agreement or any related agreement, (ii) taking any action requested by the Company, (iii) taking any action required by this Agreement or any related agreement or (iv) taking any action considered necessary by the Issuer and which is authorized by this Agreement or any related agreement.

(c) The Company will not be obligated to indemnify the Issuer or any other Indemnified Person(s) under subsections (a) and (b) of this Section 6.02, to the extent any Losses are caused or occasioned by the gross negligence or willful misconduct of the Issuer or any other Indemnified Person(s) or if a court of competent jurisdiction finds that the Losses in question were caused by the willful misconduct or gross negligence of the Issuer or the involved Indemnified Person(s).

(d) In case a claim is made or any action or proceeding is brought against an Indemnified Person based on matters described in this Section 6.02 and for which indemnity is sought against the Company pursuant to this Section 6.02, the Indemnified Person shall promptly notify the Company in writing, and the Company, upon receipt of that notice, 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 Indemnified Person to provide timely notice will not relieve the Company from its obligations under this Section 6.02 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 6.02 shall be reduced by an amount equal to the amount of the loss sustained by the Company solely as a result of such failure to notify. If the Indemnified Person is advised in a written opinion of counsel that there may be legal defenses available to the Indemnified Person which are adverse to or in conflict with those available to the Company, or that the defense of the Indemnified Person should be handled by separate counsel, the Company shall not have the right to assume or cause the assumption of the defense of the Indemnified Person. 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 the Indemnified Person shall be paid by the Company. Notwithstanding, and in addition to any of the foregoing, the Indemnified Person 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 Indemnified Person unless the employment of such counsel has been specifically authorized in writing by the Company. 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 Indemnified Persons.

**Section 6.03 GASB77 Reporting Information.** The Company shall provide to the Issuer annually, or more frequently if the Issuer so requests, such information concerning (a) expenditures of proceeds of the Bonds; (b) the estimated value of the Project Property; (c) 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 (d) all other information reasonably requested by the Issuer for the purpose of the Issuer's annual disclosure of tax expenditures under Statement No. 77 of the Governmental Accounting Standards Board.

**Section 6.04 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 claim is asserted or 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, and the Company will have the sole right and duty to assume the defenses of the same and will have the power to litigate, compromise or settle the same.

**ARTICLE VII  
ASSIGNMENT, LEASING AND SELLING**

**Section 7.01 Assignment of Rights by the Issuer.** As security for the payment of the Bonds, the Issuer will assign and pledge to the Purchaser all right, title and interest of the Issuer in this Agreement (other than the Unassigned Rights), including, without limitation, the Basic Rent payable by the Company, and hereby directs the Company to make such Basic Rent payments directly to the Purchaser, and will grant to the Purchaser a security interest in the Project Property. The Company hereby consents to such assignment and pledge and grant and agrees that it will make payments directly to the Purchaser without defense or setoff by reason of any dispute between the Company and the Issuer or the Purchaser, and hereby further agree or will agree that its respective obligations to make payments hereunder and to perform its other agreements contained herein are absolute and unconditional. The Purchaser is an intended third party beneficiary of the Company's obligations in this Agreement.

**Section 7.02 No Other Transfer by Issuer.** Except for the assignment described in Section 7.01 and Article X hereof, 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. The parties agree that the Company will be entitled to injunctive relief and specific performance (in addition to any other remedies available to it at law or in equity) to enforce the provisions of this Section 7.02.

**Section 7.03 Transfer of Project Property, Assignment of Agreement, Mortgage and Sale by the Company.** The rights of the Company in the Project Property may at any time, and from time to time, be assigned, leased, subleased, mortgaged, encumbered, conveyed, transferred or sold as a whole or in part by the Company (each, a "Transfer") and the rights of the Company under this Agreement may at any time, and from time to time, be assigned (each, an "Assignment") in whole or in part by the Company with the prior written consent of the Issuer. With respect to any Transfer and Assignment, the transferee/assignee must agree to be bound by and assume all of the terms, obligations and agreements of the Company under this Agreement. 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. Notwithstanding any other provisions in this Agreement to the contrary, except as otherwise set forth in the immediately preceding sentence and Section 8.06(c) hereof, no mortgagee or assignee shall be liable for the performance or observance of any of the obligations or duties of the Company under this Agreement and the collateral assignment of this Agreement by the Company to any mortgagee or assignee shall not give rise to any duties or obligations whatsoever on the part of such mortgagee or assignee owing to the Issuer. In the event that any mortgagee or assignee is liable under this Agreement, liability in respect of any and all obligations of any such party under this Agreement shall be limited solely to such party's interest in the Project (and no officer, director, employee, shareholder or agent thereof shall have any liability with respect thereto).

**Section 7.04 Lender Mortgages.** The Issuer and the Company expressly acknowledge the priority of the lien of each Lender or the Lenders on the Project Property under the First Lender Mortgage and/or the Leasehold Mortgage over the interests of the Issuer and over the security interests granted to the Purchaser created under the Indenture as set forth in Sections 301 and 304 of the Indenture. The Company and the Issuer agree that so long as the First Lender Mortgage and/or the Leasehold Mortgage are not discharged or reconveyed, or until written notice of prepayment and reconveyance is given to the Issuer by the Company as to a component of the Project Property, the following provisions will apply:

(a) No termination, cancellation, surrender, amendment, modification or supplement to this Agreement or the Sublease Agreement by the Company, nor the waiver by the Company of any of the provisions of this Agreement or the Sublease Agreement nor the giving by the Company of any consent, will be effective as to the Lender or Lenders unless consented to in writing by the Lender or Lenders.

(b) The Issuer, upon providing the Company any notice of (i) default under this Agreement or the Sublease Agreement or (ii) a matter on which the Issuer may predicate or claim a default, will at the same time provide a copy of such notice to the Lender or Lenders. The Issuer will have no liability for the failure to give any such notice, except that no such notice by the Issuer to Company will be deemed to have been duly given to the Lender or Lenders unless and until a copy thereof has been so provided to the Lender or Lenders. The Company will provide the Lender or Lenders with copies of all notices delivered to the Issuer under this Agreement, the Sublease Agreement and the Indenture.

(c) So long as the Leasehold Mortgage is in existence, unless the Lender or Lenders otherwise expressly consent in writing, title to the Project held by the Issuer and the leasehold estate of the Company created by this Agreement will not merge but will remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold estate by the Issuer or by the Company or by a third party, by purchase or otherwise.

(d) Notices from the Issuer to the Lender or Lenders will be mailed to the respective address of the Lender or Lenders set forth in Section 11.05 and those notices from the Lender or Lenders to the Issuer will be mailed to the address designated pursuant to the provisions of this Agreement. Such notices, demands and requests will be given in the manner described in this Agreement.

(e) The Issuer acknowledges that, in the event of damage to the Improvements on the Project due to casualty or condemnation, the casualty insurance proceeds or condemnation proceeds, as the case may be, will be applied in accordance with the terms of the First Lender Mortgage. In the event of any conflict between the provisions of this Agreement and the provisions of the First Lender Mortgage with respect to application of casualty and condemnation proceeds, the provisions of the First Lender Mortgage will control.

(f) Notwithstanding any provisions of this Agreement to the contrary, no default or event of default under the Loan Agreement or any other document or instrument evidencing or securing the indebtedness secured by the First Lender Mortgage or the Leasehold Mortgage will, in and of itself, constitute a default or Event of Default under this Agreement.



(g) Issuer will not encumber Issuer's interest in the Project Property or assign Issuer's interest in this Agreement, except as Issuer has previously done pursuant to the Indenture or as permitted under Section 7.01 hereof.

(h) As long as the Lender or Lenders (including without limitation any of their successors and assigns) holds any mortgages, security deeds or deeds of trust, including without limitation the Leasehold Mortgage, in the leasehold estate of the Company hereunder, the Company will have the right, but not the obligation to cure any defaults under this Agreement as provided in Section 8.06 hereof.

(i) In the event of the foreclosure upon the rights of the Company in this Agreement (or acceptance of a deed in lieu of foreclosure), if the interests of the Issuer hereunder are not foreclosed, this Agreement shall remain in full force and effect, and the purchaser at foreclosure shall succeed to all of the rights and obligations of the Company hereunder without consent of any Person. In that event, the Issuer will execute and deliver any reasonable requested documents to confirm such succession and the rights and obligations of the succeeding party, at the sole expense of the succeeding party.

(j) The Company's obligation to make Basic Rent payments under this Agreement is subordinate to the Company's obligations under the Loan Agreement.

(k) Upon the Company's or Lender's request, Issuer agrees to waive for the benefit of the Lender or Lenders any landlord's lien that arises by virtue of the agreements of the Company under this Agreement or pursuant to NMSA 1978, Section 48-3-5 (1997) or similar or successor statutes, and enter into a commercially standard access agreement as to collateral on which the Lender or Lenders have a lien to the extent the collateral secures the obligations of the Company under the Loan Agreement.

## **ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES**

**Section 8.01 Events of Default Defined.** Each of the following events is an "Event of Default":

(a) Failure by the Company to make any Rent payment when due which continues unremedied for a period of thirty (30) days after notice of non-payment by the Issuer or the Purchaser.

(b) Any representation or warranty 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 thirty (30) days after written notice, specifying such error and requesting that it be remedied, is given by the Issuer or the Purchaser, unless such error cannot be remedied within thirty (30) days and the Company has initiated corrective action within thirty (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 against the Company 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 the affairs of the Company, and the continuance of any such decree or order remains unstayed and in effect for a period of sixty (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 insolvency of the Company shall be grounds for default as long as Basic Rent, Additional Payments, including the PILT Payments and 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 material obligations under this Agreement, other than the payment of Rent, for a period of thirty (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 cannot be remedied within thirty (30) days and the Company has instituted corrective action within thirty (30) days after such notice and diligently pursues such action until such failure is remedied.

(e) Failure by the Company to make the PILT Payments required by Section 4.14 of this Agreement when due.

**Section 8.02 Remedies on Default.** If an Event of Default occurs and is continuing, the Purchaser and only the Purchaser, 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 Payment of the Bonds and all Additional Payments then owed by the Company 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 and the Sublease Agreement; provided, however, that upon any such termination, the Issuer shall immediately re-convey the Project Property to the Company in accordance with Article X hereof.

In the enforcement of the remedies provided in this Section 8.02, the Purchaser, as the assignee of the Issuer and on behalf of the Issuer, will treat all expenses of enforcement, including, without limitation, legal, accounting and advertising fees, as Additional Payments then due and owing. As the assignee of the Issuer, the Purchaser has sole responsibility for the exercise of any remedies if an Event of Default occurs and is continuing except to the extent provided in Section 8.03 hereof.

**Section 8.03 Issuer Remedies.**

(a) If an Event of Default by the Company has occurred with respect to its obligations set forth in Sections 4.04, 4.05, 4.06, 4.07, 4.08, 4.12, 4.14 (with respect to Issuer PILT Payments), 4.15, 4.16, 4.18, 5.04(b), 6.02, 6.03, 6.04, 7.03, 8.01(d) and 8.05 and such failure continues for sixty (60) days after the Issuer, or with respect to the obligations set forth in Sections 4.14 (with respect to School District PILT Payments) and 5.04(b) hereof, one or more of the School Districts give the Company notice of such failure; or

(b) the Company fails to comply with its obligations under Section 5.04(a) hereof, and such failure continues for thirty (30) days after the Issuer or Purchaser or its assigns gives the Company written notice of such failure, and the Purchaser or its assignee exercises any of the remedies provided in Section 8.02 hereof 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 and remains incorrect for a period of thirty (30) days after written notice,

then, the Issuer shall have the right to immediately terminate this Agreement, terminate the Sublease Agreement and take all steps necessary to have the Project Property immediately assessed for property tax purposes in the name of the Company, including without limitation, re-conveying the Project Property to the Company in accordance with Article X hereof and retaining a lien against and security interest in the Project Property securing payments of all amounts owed to Issuer or to the School Districts under this Agreement; provided, however if any Event of Default described in this Section 8.03 is not related to the payment of money and cannot be cured within the time allotted for cure, so long as the Company initiates and proceeds with due diligence to effect a cure, Issuer shall not be entitled to have the Project Property assessed in the name of the Company and re-conveyed to the Company in accordance with Article X hereof .

**Section 8.04 Notice of Default.** The Company will promptly give notice to the Purchaser and the Issuer of the occurrence of any Event of Default following written notice thereof from the Purchaser or Issuer.

**Section 8.05 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 of this Agreement, the Company will reimburse the Issuer for such reasonable expenses so incurred, upon demand as evidenced by written notice from the Issuer.

**Section 8.06 Right to Cure Defaults.**

(a) To prevent termination of this Agreement or the Sublease Agreement, any mortgagee or assignee of the Company (including the Lender or Lenders) 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

or the Sublease Agreement. The Issuer will not terminate or suspend its performance under this Agreement or the Sublease Agreement until it first gives written notice of such default to the Purchaser and to any mortgagee or assignee and allows the Purchaser and any such mortgagee or assignee the right to cure such default within the applicable cure period under this Agreement or Sublease Agreement. In addition, if the Purchaser or any such mortgagee or assignee gives the Issuer written notice prior to the expiration of the applicable cure period of the Purchaser'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 or the Sublease Agreement, the Purchaser 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 or the Sublease Agreement, thirty (30) days from the Purchaser'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 or the Sublease 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, a mortgagee or assignee (including the Lender or Lenders) (i) in the applicable time period provided in Sections 8.01, 8.03 or 8.06(a) hereof, 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 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 or the Sublease Agreement. If the Purchaser, 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 mortgagee or assignee (or a receiver requested by a mortgagee) succeeds to the interest of the Company in the Project Property or a component thereof, such successor party shall pay or cause to be paid the Basic Rent, PILT Payments, Additional Payments and all other monetary charges payable by the Company under this Agreement and the Sublease Agreement (i) that are outstanding as of the date on which the mortgagee or assignee (or a receiver requested by a mortgagee) succeeds to such interest and (ii) that accrue thereafter during the term of this Agreement.

## **ARTICLE IX PREPAYMENTS**

**Section 9.01 Prepayments.** The Company may at any time without penalty (including without limitation after the occurrence and during the continuance of an Event of Default) and for any reason cause all or any portion of the Bonds, including any subseries thereof, to be redeemed in accordance with the provisions of the Indenture by giving notice of such redemption to the Issuer, the Depositary (during the period of its appointment under Section 904(d) of the Indenture) and the Purchaser not less than five (5) days before the redemption date. Such notice will specify the redemption date and the principal amount of the Bond and/or subseries to be redeemed. On the redemption date, the Company will prepay the Basic 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, and will pay all Additional Payments, plus interest, if any, including the PILT Payments, currently owed to the Issuer and/or to the School Districts.

**ARTICLE X  
RECONVEYANCE OF PROJECT PROPERTY  
UPON TERMINATION OR EXPIRATION**

**Section 10.01 Reconveyance of Project Property.** The Company will purchase, and the Issuer will sell all of the Project Property for \$1.00 upon the expiration or sooner termination of the Term. The Company will give notice to the Issuer specifying the date for closing such purchase, which will be not less than fifteen (15) nor more than ninety (90) days from the date of such notice. At the closing of such purchase, the Issuer will, upon receipt of the purchase price, deliver to the Company appropriate documents, including, but not limited to, quitclaim deed, assignment and a bill of sale, prepared by and at the expense of the Company, conveying to the Company, without representation or warranty, title to the Project Property or a component thereof, as applicable, subject only to: (a) those liens and encumbrances if any, to which the Project Property or the applicable component thereof was subject when conveyed to the Issuer; (b) those liens and encumbrances created by the Company, and or to the creation or suffering of which the Company consented; (c) those liens and encumbrances resulting from the failure of the Company to perform any of its obligations under this Agreement; and (d) any other lien arising as a matter of law. The provisions of this Article X shall also apply in the event of a prepayment pursuant to Article IX hereof, so long as all Additional Payments and/or PILT Payments due to the Issuer or to the School Districts are paid on or before the date of the prepayment. If the Company fails to take all necessary action to have the purchased Project Property assessed for property tax purposes, the Issuer may execute, deliver and cause to be recorded, at the expense of the Company, a quitclaim deed and a bill of sale with respect to the Project Property. The Company may purchase the Project Property in whole or in part, whether or not a Default or Event of Default has occurred and is continuing, except a default in payments due under Section 4.14 hereof.

**ARTICLE XI  
MISCELLANEOUS**

**Section 11.01 Waiver; Consequential Damages.** Notwithstanding any provision contained herein to the contrary, in no event shall either party be liable to the other party under any provision of this Agreement or the Bonds for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, business interruption damages, loss of use of equipment, costs of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability. No delay or omission of either party to exercise any right or remedy hereunder or with respect hereto 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 11.02 Beneficiaries.** Nothing in this Agreement expressed or implied is intended or is to be construed to confer upon any Person other than the parties hereto and their respective successors and assigns (and, (a) in the case of Section 6.02 of this Agreement, the Indemnified Persons, (b) in the case of Sections 4.14, 5.04(b), 8.03 and Articles IX and X hereof, the School Districts and (c) in the case of Section 8.06 hereof, the Lender or Lenders) any right, remedy or claim, legal or equitable.

**Section 11.03 Limitation of Issuer's Liability.** Except as provided in Sections 4.06 and 6.02 hereof with respect to the gross negligence or willful misconduct of the Issuer or its Governing Body, or any official, employee or agent of the Issuer, 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 proceeds of the Bonds 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, 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 11.04 No Violation of Public Policies Regarding Indemnity.** To the extent, if at all, that any provision contained herein or in any related documents requiring one party to indemnify, hold harmless, insure, or defend another party (including such other party's employees or agents) is found to be within the scope of NMSA 1978, Section 56-7-1 (2005), as amended from time to time ("Section 56-7-1"), or in any way subject to, or conditioned upon consistency with, the provisions of Section 56-7-1, for its enforceability, then such provision, regardless of whether it makes reference to this or any other limitation provision, shall: (a) not 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 be further modified, if required, by the provisions of Section 56-7-1(B); (b) be enforced only to the extent that the liability, damages, losses or costs





If to the Depository: [INSERT NAME OF DEPOSITARY]  
[ADDRESS]  
[CITY/STATE/ZIP CODE]  
Attention:  
Fax:  
Email:

If to the Lenders\*: \_\_\_\_\_  
\_\_\_\_\_

\*To be provided after the Closing Date (as defined in the Bond Purchase Agreement).

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 11.06 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 either party 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 such party only to the extent permitted by law.

**Section 11.07 Successors.** Wherever the Issuer is referred to in this Agreement, it will be deemed to include without limitation its successors and all covenants and agreements in this Agreement will bind and inure to the benefit of the Issuer’s permitted successors. Wherever the Company is referred to in this Agreement, it will be deemed to include without limitation its permitted successors and assigns to the extent of the interests transferred or assigned, and all covenants and agreements in this Agreement will bind and inure to the benefit of the Company’s permitted successors and assigns to the extent of the interests transferred or assigned.

**Section 11.08 Title, Headings.** The title and headings of the articles, sections and subsections 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 11.09 Execution in Counterparts.** This Agreement may be executed in multiple counterparts, all of which taken together will constitute one and the same instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail in “pdf” form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall have the same effect as physical delivery of the paper document bearing the original signature. “Originally signed” or “original signature” means or refers to a signature that has not been mechanically or electronically reproduced. Any party may execute any of the Bond Documents by executing any such counterpart of such Bond Document.

**Section 11.10 Applicable Law.** The validity, construction and effect of this Agreement will be governed by the laws of the State of New Mexico applicable to agreements made and to be performed in the State of New Mexico without regard or effect given to conflict of laws rules that would require the application of the laws of any other jurisdiction.

**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, any member of the Governing Body), member or employee of a party 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 Non-Merger.** The provisions of this Agreement will survive the conveyance of the Project Property to the Issuer, the reconveyance of the Project Property to the Company, and all other performances hereunder, and will not be deemed merged in any deed or other instrument or document delivered hereunder.

**Section 11.13 Payments Due on Days That Are Not Business Days.** If the date for any payment due hereunder 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 such period.

**Section 11.14 Amendments.** Except as provided in Section 4.02 hereof, 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 Survival.** Except for the obligations of the Company set forth in Section 4.14 hereof (other than payments due and owing at the time of termination or expiration of the Agreement), all agreements, covenants, representations and indemnities 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 termination or expiration of this Agreement.

**Section 11.16 Relationship.** The relationship of Issuer and Company under this Agreement is that of sub-landlord and sub-tenant. Nothing in this Agreement shall be construed as creating a partnership or joint venture between Issuer and Company.

*[Signature pages follow]*

DATED AS OF [CLOSING MONTH] 1, 2022.

ATTEST:

TORRANCE COUNTY, NEW MEXICO

\_\_\_\_\_  
Yvonne Otero, County Clerk

By: \_\_\_\_\_  
Ryan Schwebach, Chair  
Board of County Commissioners

(SEAL)

STATE OF NEW MEXICO            )  
                                                  ) ss.  
COUNTY OF TORRANCE            )

This instrument was acknowledged before me on [MONTH] \_\_\_\_, 2022, by Ryan Schwebach, as Chair of the Board of County Commissioners of Torrance County, New Mexico, a political subdivision of the State of New Mexico.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

MESA CANYONS WIND LLC, a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_ 2022,  
by \_\_\_\_\_ as \_\_\_\_\_ of  
Mesa Canyons Wind LLC, a Delaware limited liability company.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**EXHIBIT A**

**PROJECT SITE**

**PROJECT SITE LEASES AND  
REAL PROPERTY COVERED BY PROJECT SITE LEASES**

**Torrance County, New Mexico**

**Agreement 1:**

**Landowner:**

DAN R. BELL and CRYSTAL BELL, husband and wife

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated December 6, 2016, entered into by and between Dan R. Bell and Crystal Bell, husband and wife, and Viento Loco LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement recorded on December 8, 2016 as Document No. 002163025, in Book 335, Page 4699, as rerecorded on February 23, 2017 as Document No. 002170495, in Book 336, Page 1549; as assigned to Duran Mesa LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated December 6, 2017, filed of record on December 7, 2017 as Document No. 002173381, in Book 337, Page 4844; as assigned to Cowboy Mesa LLC, a Delaware limited liability company by that certain Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated August 14, 2020, filed of record on August 24, 2020 as Document No. 2202080, in Book 343, Page 4557; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the records of Torrance County, New Mexico.

**Legal Description:**

Township 1 North, Range 13 East (T1N, R13E), N.M.P.M.

- Section 1: W2NW4; NW4SW4; Less 25 acres in the NW4NW4 lying North of County Road CO-13
- Section 3: S2N2; N2S2
- Section 4: All
- Section 9: N2
- Section 10: N2

Township 2 North, Range 13 East (T2N, R13E), N.M.P.M.

- Section 35: All



**Agreement 2:**

**Landowner:**

GALLINA CREEK RANCH, a general partnership

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated December 20, 2016, entered into by and between Gallina Creek Ranch, Randal Biebelle, and Joyce Biebelle and Viento Loco LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement recorded on December 28, 2016 as Document No. 002163212, in Book 335, Page 5228; as assigned to Tecolote Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated December 6, 2017, filed of record on December 7, 2017 as Document No. 002173386, in Book 337, Page 4873; as partially assigned to Red Cloud Wind LLC, a Delaware limited liability company by that certain Partial Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated October 5, 2020, filed of record on October 13, 2020 as Document No. 002202772, in Book 344, Page 2430; as partially assigned to Cowboy Mesa LLC, a Delaware limited liability company, by that certain Partial Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated October 6, 2020, filed of record on October 14, 2020 as Document No. 2202791, in Book 344, Page 2643, as corrected by that certain Scrivener’s-Error Affidavit filed of record on December 7, 2020 as Document No. 2203388, in Book 345, Page 670; and as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the records of Torrance County, New Mexico.

**Legal Description:**

Township 1 North, Range 14 East (T1N, R14E), N.M.P.M.

Section 3: NE4; N2SE4

Section 10: S2NE4; SE4

Section 11: All

Section 14: All

Section 15: All

Section 22: All

Section 23: All

Section 26: All, less and except 3.29 acres, Beginning at a point that lies S 2 deg. 09’10” E., 493.87 feet from the West ¼ of said Section 26, said West ¼ corner being set on survey dated 1/10/94 by Joe M. Sisneros, N.M.P.L.S., #6847; Thence S. 75 deg. 53’10”E., 308.95 feet; Thence S. 12 deg. 54’50”W., 211.20 feet; thence S. 19 deg. 00’55” W., 669.30 feet; thence N. 2 deg. 09’10”W., 914.62 feet to the point of beginning, containing 3.29 acres, more or less.

Section 27: Tract I

N2, Less and Except 22.74 acres to Howell, more particularly described as follows: Beginning at the Eastern most corner of the parcel herein described, whence the East ¼ corner of said Section 27, bears N. 89 deg. 52’50” E, a distance of 2227.49 feet; thence S. 89 deg. 52’50”W, 2999.90 feet; thence No.00

deg. 20'35"W, 578.98 feet; thence S. 81 deg. 14'39"E, 2136.84 feet; thence S. 76 deg. 30'13"E, 374.15 feet; thence S. 72 deg. 50'22"E, 348.66 feet; thence S. 73 deg. 35'28" E, 202.73 feet to the point of beginning, containing 22.736 acres, more or less, as shown on that certain Plat entitled "Land Division and Property Boundary Adjustment of Property of James N. Howell & Gallina Creek Ranch Partnership", prepared by Don Edgington, P.S. #9050 on March 11, 2004, filed for record on April 15, 2004 at 9:40 o'clock, A.M., as document number 2041622, and filed in Cabinet E, Slide 224, Plat Records of Torrance County, New Mexico.

#### Tract II

A portion of land containing 17.044 acres more or less, situate within the South Half of said Section 27, and more particularly described as follows: Beginning at the Northeast corner of the parcel herein described, said corner being the East  $\frac{1}{4}$  corner of said Section 27; thence S. 02 deg. 08'58"E, 667.03 feet; thence N. 73 deg. 37'29"W, 2347.74 feet; thence N. 89 deg. 52'50" E, 2227.49 feet to the point of beginning, as shown on that certain Plat entitled "Land Division and Property Boundary Adjustment of Property of James N. Howell & Gallina Creek Ranch Partnership", prepared by Don Edgington, P.S. #9050 on March 11, 2004, filed for record on April 15, 2004 at 9:40 o'clock, A.M., as document number 2041622, and filed in Cabinet E, Slide 224, Plat Records of Torrance County, New Mexico.

**Agreement 3:**

**Landowner:**

ROGELIO HERNANDEZ and OBDULIA YOLANDA HERNANDEZ, husband and wife, and CHRISTEL LONGORIA, Personal Representative of the ESTATE OF JAMES McKIBBEN, deceased

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated May 13, 2019, entered into by and between Rogelio Hernandez and Obdulia Yolanda Hernandez, husband and wife, and Christel Longoria, Personal Representative of the Estate of James McKibben, deceased, and Cowboy Mesa LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement recorded on May 15, 2019 as Document No. 002191105, in Book 340, Page 3205; and as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the records of Torrance County, New Mexico.

**Legal Description:**

Township 1 North, Range 13 East, N.M.P.M.

BEING ALL THAT CERTAIN TRACT WHICH IS A PORTION OF THE WEST ONE-HALF (W1/2) OF SECTION 26 AND A PORTION OF THE SOUTH ONE-HALF (S1/2) OF SECTION 27, T.1N., R.13E., N.M.P.M., TORRANCE COUNTY, NEW MEXICO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED FROM WHICH THE NORTHEAST CORNER SECTION 26 BEARS S 89°16'19" E, A DISTANCE OF 2611.79 FEET;  
THENCE, S 00°48'28" E, A DISTANCE OF 5342.96 FEET;  
THENCE, N 89°56'37" W, A DISTANCE OF 2634.32 FEET;  
THENCE, N 89°56'37" W, A DISTANCE OF 1916.52 FEET;  
THENCE, N 03°12'02" E, A DISTANCE OF 419.59 FEET;  
THENCE, FOLLOWING A CURVE TO THE LEFT WHOSE RADIUS IS 2083.48 FEET, WHOSE ARC LENGTH IS 1314.72 FEET, WHSE CENTRAL ANGLE IS 36°09'17", AND WHOSE CHORD BEARS N 47°36'11" E, A DISTANCE OF 1293.01 FEET;  
THENCE, N 29°30'33" E, A DISTANCE OF 346.78 FEET;  
THENCE, N 29°30'50" E, A DISTANCE OF 4218.75 FEET;  
THENCE, N 29°30'50" E, A DISTANCE OF 100.78 FEET;  
THENCE, S 89°20'54" E, A DISTANCE OF 1198.53 FEET TO THE POINT OF BEGINNING AND CONTAINING 343.986 ACRES AS SURVEYED DURING THE MONTH OF JUNE 2013.

**Agreement 4:**

**Landowner:**

THE HOLLEYMAN FAMILY TRUST CREATED MAY 19, 1993

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated January 5, 2017, entered into by and between The Holleyman Family Trust Created May 19, 1993, and Viento Loco LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement recorded on January 9, 2017 as Document No. 002170087, Book 336, Page 252, and rerecorded on February 22, 2017, as Document No. 002170474, Book 336, Page 1493; as amended by that certain Joinder, Ratification and Assumptio of Option Agreement for Land Lease and Wind Easement dated July 24, 2017, filed of record on July 27, 2017 as Document No. 002172083, Book 337, Page 914; as amended by that certain First Amendment to Option Agreement for Land Lease and Wind Easement and First Amendment to Memorandum of Option Agreement for Land Lease and Wind Easement dated July 24, 2017, filed of record on July 27, 2017 as Document No. 002172084, Book 337, Page 926; as assigned to Duran Mesa LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated December 6, 2017, filed of record on December 7, 2017 as Document No. 002173382, Book 337, Page 4849; as amended by that certain Second Amendment to Option Agreement for Land Lease and Wind Easement dated October 26, 2020, filed of record on October 29, 2020 as Document No. 002202967, Book 344, Page 3800; as partially assigned to Cowboy Mesa LLC, a Delaware limited liability company, by that certain Partial Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated October 27, 2020 as Document No. 002202968, Book 344 Page 3808, and corrected by that certain Scrivener's Error Affidavit filed of record on December 7, 2020 as Document No. 2203386, Book 345, Page 660; as assigned to Mesa Canyon Winds LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the records of Torrance County, New Mexico.

**Legal Description:**

Township 3 North, Range 14 East, N.M.P.M.

Section 31: Lots 1, 2, 3, and 4; E2W2; E2

Section 32: SW4SW4

Township 2 North, Range 14 East, N.M.P.M.

Section 5: Lot 4, SW4NW4; W2SW4

Section 6: Lots 1, 2, 3, 4, 5, 6, and 7; SE4NW4; S2NE4; SE4

Township 1 North, Range 13 East, N.M.P.M.

Section 1: NE4; E2NW4; E2SE4; NW4SE4; NE4SW4, a portion of the SW4 of the NE4 more particularly described as follows: BEGINNING at a point on the present Southeasterly right-of-way line of the El Paso and rock Island Railway Company, which bears South 47° 19' West, 2717.1 feet from the NE corner of Section 1,

thence South 51° 58' West, along the said right-of-way line 815.9 feet to a point on the North and South Quarter line of said Section 1; thence South along said North and South Quarter line 253.9 feet to a point; thence North 51° 58' East, 815.9 feet to a point; thence North 253.9 feet to the point and place of beginning.

Less and Except that portion of the NE4 of the NE4 of that portion that lies NW of the Union Pacific Railroad and that part of the Southern NW4 that lies SW of Torrance County Road CO-13 called Torrance Road.

Section 9: S2  
Section 10: S2  
Section 11: NW4NE4; E2SE4; E2SW4; SW4SW4; NW4SW4  
Section 13: W2; SE4; NW4NE4  
Section 14: All  
Section 15: E2E2; that part of the W2 of the SE4 lying East of the old E.P. and S.W. Railroad, W2; W2NE4; W2SE4; West of the right-of-way  
Section 21: All  
Section 22: W2; W2E2  
Section 24: NE4NE4  
Section 27: N2NW4; NW4NE4  
Section 28: N2

Township 1 North, Range 14 East, N.M.P.M.

Section 18: S2SW4  
Section 19: N2NW4

Township 2 North, Range 13 East, N.M.P.M.

Section 1: All  
Section 11: All  
Section 12: All

Township 3 North, Range 13 East, N.M.P.M.

Section 35: All

**Agreement 5:**

**Landowner:**

FRANK NOBLE HOWELL and DARYL JAMES HOWELL

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated December 16, 2016, entered into by and between James Noble Howell and Viento Loco LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement recorded on December 28, 2016 as Document No. 002163214, Book 335, Page 5239; as assigned to Cowboy Mesa LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated December 6, 2017, filed of record on December 7, 2017 as Document No. 002173385, in Book 337, Page 4867; as amended by that certain Joinder, Ratification and Assumption of Option Agreement for Land Lease and Wind Easement dated October 5, 2020, filed of record on October 13, 2020, as Document No. 002202775, in Book 344, Page 2472; as partially assigned to Tecolote Wind LLC, a Delaware limited liability company, by and through that certain Partial Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated October 6, 2020, filed of record on October 14, 2020, as Document No. 2202792, in Book 344, Page 2656; and as assigned to Mesa Canyon Winds LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the records of Torrance County, New Mexico.

**Legal Description:**

Township 1 North, Range 13 East, N.M.P.M.

Section 24: SE4SE4

Township 1 North, Range 14 East, N.M.P.M.

Section 3: NW4; N2SW4

Section 4: E2

Section 16: All

Section 17: All

Section 19: S2S2

Section 20: All

Section 21: All

Section 26: S2, a portion thereof as described in Book 278, Page 3467

Section 27: N2, a portion thereof as described in Book 302, Page 724; S2, less a portion thereof as described in Book 302, Page 725

Section 28: All

Section 29: S2

Section 30: N2; N2S2

Township 2 North, Range 14 East, N.M.P.M.

Section 28: E2

Section 33: NE4



Section 34: NW4

**Agreement 6:**

**Landowner:**

TIMOTHY BRYANT KEELIN, a married man dealing in his sole and separate property, and JAMES ANDREW KEELIN, a single man

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated November 8, 2018, entered into by and between Timothy Bryant Keelin, a married man dealing in his sole and separate property, and James Andrew Keelin, a single man, and Cowboy Mesa LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement recorded on November 14, 2018 as Document No. 002183035, in Book 339, Page 4305; and as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the records of Torrance County, New Mexico.

**Legal Description:**

Township 1 North, Range 13 East (T1N, R13E), N.M.P.M.

Section 25: All

Section 26: SE4

**Agreement 7:**

**Landowner:**

ZACHARY D. GRAHAM, a married man as his sole and separate property, and  
JEFFREY D. GRAHAM, a married man as his sole and separate property

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated March 15, 2019, entered into by and between Christel Longoria and Ben Longoria, her husband, and Cowboy Mesa LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement recorded on March 21, 2019 as Document No. 002190579, in Book 340, Page 1541; as assigned from Christel Longoria and Ben Longoria, husband and wife, to Zachary D. Graham, a married man as his sole and separate property, and Jeffrey D. Graham, a married man as his sole and separate property, by that certain Memorandum of Assignment and Assumption of Option Agreement dated February 9, 2021, filed of record on February 18, 2021 as Document No. 2210498, in Book 346, Page 3180; and as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the records of Torrance County, New Mexico.

**Legal Description:**

Township 1 North, Range 13 East (T1N, R13E), N.M.P.M.  
TRACT I

BEING ALL THAT CERTAIN TRACT WHICH IS A PORTION OF SECTION 26 SECTION 27, T.1N., R.13E., N.M.P.M., TORRANCE COUNTY, NEW MEXICO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF TRACT B WHICH IS THE NORTHEAST CORNER OF SAID SECTION 27;  
THENCE, N 89°20'54" W, A DISTANCE OF 1188.64 FEET;  
THENCE, S 29°30'50" W, A DISTANCE OF 4209.51 FEET;  
THENCE, N 29°31'01" E, A DISTANCE OF 196.73 FEET;  
THENCE, FOLLOWING A CURVE TO THE RIGHT WHOSE RADIUS IS 2291.83 FEET, WHOSE ARC LENGTH IS 1244.54 FEET, WHOSE CENTRAL ANGLE IS 31°06'49", AND WHOSE CHORD BEARS S 45°05'17" W, A DISTANCE OF 1229.31 FEET;  
THENCE, S 74°20'12" W, A DISTANCE OF 896.98 FEET;  
THENCE, S 69°57'30" W, A DISTANCE OF 615.12 FEET;  
THENCE, N 25°00'19" E, A DISTANCE OF 586.24 FEET;  
THENCE, FOLLOWING A CURVE TO THE RIGHT WHOSE RADIUS IS 5629.56 FEET, WHOSE ARC LENGTH IS 709.23 FEET, WHOSE CENTRAL ANGLE IS 07°13'06", AND WHOSE CHORD BEARS N 28°31'32" E, A DISTANCE OF 708.77 FEET;  
THENCE, S 89°44'22" E, A DISTANCE OF 132.31 FEET;  
THENCE, N 00°06'31" E, A DISTANCE OF 202.12 FEET;

THENCE, FOLLOWING A CURVE TO THE RIGHT WHOSE RADIUS IS 5629.56 FEET, WHOSE ARC LENGTH IS 218.84 FEET, WHOSE CENTRAL ANGLE IS 02°13'38", AND WHOSE CHORD BEARS N 35°42'15" E, A DISTANCE OF 218.83 FEET;  
THENCE, N 36°49'04" E, A DISTANCE OF 466.65 FEET;  
THENCE, FOLLOWING A CURVE TO THE LEFT WHOSE RADIUS IS 5629.58 FEET, WHOSE ARC LENGTH IS 709.13 FEET, WHOSE CENTRAL ANGLE IS 06°58'11", AND WHOSE CHORD BEARS N 33°22'24" E, A DISTANCE OF 708.70 FEET;  
THENCE, S 89°31'58" E, A DISTANCE OF 505.64 FEET;  
THENCE, N 00°14'32" W, A DISTANCE OF 1141.16 FEET;  
THENCE, FOLLOWING A CURVE TO THE LEFT WHOSE RADIUS IS 5629.58 FEET, WHOSE ARC LENGTH IS 1576.89 FEET, WHOSE CENTRAL ANGLE IS 15°29'54", AND WHOSE CHORD BEARS N 09°54'18" E, A DISTANCE OF 1572.09 FEET;  
THENCE, S 89°06'41" E, A DISTANCE OF 1007.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 176.351 ACRES AS SURVEYED DURING THE MONTH OF JUNE 2013.

## TRACT II

BEING ALL THAT CERTAIN TRACT WHICH IS A PORTION OF THE NORTHWEST ONE-QUARTER (NW1/4) OF THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 27, T.1N., R.13E., N.M.P.M., TORRANCE COUNTY, NEW MEXICO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 27 BEARS N 89°06'41" W, A DISTANCE OF 3852.89 FEET;  
THENCE, S 89°06'41" E, A DISTANCE OF 76.96 FEET;  
THENCE, FOLLOWING A CURVE TO THE RIGHT WHOSE RADIUS IS 5629.58 FEET, WHOSE ARC LENGTH IS 722.39 FEET, WHOSE CENTRAL ANGLE IS 07°21'08", AND WHOSE CHORD BEARS S 05°52'37" W, A DISTANCE OF 721.90 FEET;  
THENCE, N 00°14'32" W, A DISTANCE OF 719.30 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.763 ACRES AS SURVEYED DURING THE MONTH OF JUNE 2013.

**Agreement 8:**

**Landowner:**

GERALD R. PERKINS and SHERRILL D. BRADFORD, Co-Trustees of the PERKINS FAMILY TRUST, established April 20, 1993

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated December 6, 2016, entered into by and between Gerald R. Perkins and Sherrill D. Bradford, Co-Trustees of the Perkins Family Trust, established April 20, 1993, and Cowboy Mesa LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement recorded on December 8, 2016 as Document No. 002163024, Book 335, Page 4692; as partially assigned to Red Cloud Wind LLC, a Delaware limited liability company, by that certain Partial Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated October 15, 2020, filed of record on October 20, 2020 as Document No. 2202859, in Book 344, Page 3320; and as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the records of Torrance County, New Mexico.

**Legal Description:**

Township 1 North, Range 13 East (T1N, R13E), N.M.P.M.

Section 34: E2NE4

Section 35: All

Section 36: All

Township 1 North, Range 14 East (T1N, R14E), N.M.P.M.

Section 31: S2SW4; S2SE4; NE4NW4; S2NW4; NE4; N2S2; NW4NW4 (Lot 1)

Section 32: All

**Agreement 9:**

**Landowner:**

JOHN E. TRACEY

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated May 17, 2017, entered into by and between John E. Tracey and Viento Loco LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement recorded on May 22, 2017 as Document No. 002171419, in Book 336, Page 3868; as assigned to Cowboy Mesa LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated December 6, 2017, filed of record on December 7, 2017 as Document No. 002173384, in Book 337, Page 4862; and as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the records of Torrance County, New Mexico.

**Legal Description:**

Township 1 North, Range 14 East (T1N, R14E), N.M.P.M.

Section 18: NE4; E2SE4

Section 19: N2NE4

Section 29: N2

Section 30: S2S2



**Agreement 10:**

**Landowner:**

BENNIE M. SUMNER, a single man as to his separate property

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated October 19, 2017, entered into by and between Bennie M. Sumner, a single man as to his separate property, and Viento Loco LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement recorded on October 24, 2017 as Document No. 002172936, in Book 337, Page 3732; and as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the records of Torrance County, New Mexico.

**Legal Description:**

Township 1 North, Range 13 East, N.M.P.M.

Section 22: E2E2

Section 23: All

Section 24: W2

**Agreement 11:**

**Landowner:**

DAWN D. JOHNS, a single woman

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated June 8, 2017, entered into by and between Dawn D. Johns and Viento Loco LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement recorded on June 15, 2017 as Document No. 002171646, in Book 336, Page 4474; and as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the records of Torrance County, New Mexico.

**Legal Description:**

Township 1 North, Range 14 East, N.M.P.M.

Section 18: SW4SE4

**Agreement 12:**

**Landowner:**

JAMES H. ROSE and MICHELE N. ROSE, husband and wife

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated January 17, 2017, entered into by and between James H. Rose and Michele N. Rose, husband and wife, and Viento Loco LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement recorded on January 19, 2017 as Document No. 002170180, in Book 336, Page 512; and as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the records of Torrance County, New Mexico.

**Legal Description:**

Township 1 North, Range 12 East, N.M.P.M.

- Section 4: S2
- Section 9: N2; SE4
- Section 10: All
- Section 11: All
- Section 12: E2
- Section 14: W2
- Section 15: All, except a tract of 0.336 acres out of the SE4SE4 conveyed to American Telephone & Telegraph Company, described by metes and bounds in that certain Warranty Deed dated November 14, 1963, which is recorded in Book 149 at page 491 of the Deed Records of Torrance County, New Mexico

Township 1 North, Range 13 East, N.M.P.M.

- Section 7: Lots 1, 2, 3, 4; E2W2; E2
- Section 8: All
- Section 17: N2N2; S2NE4; E2SE4
- Section 18: Lots 1, 2, 3; E2NW4; NE4SW4; N2SE4

**Agreement 13:**

**Landowner:**

SHARON D. HANNA, a single woman

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated February 20, 2019, entered into by and between Sharon D. Hanna, a single woman, and Viento Loco LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement recorded on February 28, 2019 as Document No. 002190433, in Book 340, Page 1211; and as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the records of Torrance County, New Mexico.

**Legal Description:**

Township 2 North, Range 13 East, N.M.P.M.

Section 27: 32 acres in the SE4

Section 34: E2

**Agreement 14:**

**Landowner:**

RAD ENTERPRISES, LLC, a Texas limited liability company

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated December 16, 2016, entered into by and between Rad Enterprises, LLC, a Texas limited liability company, and Viento Loco LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement recorded on December 28, 2016 as Document No. 002163213, in Book 335, Page 5234, rerecorded on January 30, 2019 as Document No. 002190178, in Book 340, Page 569; and as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the records of Torrance County, New Mexico.

**Legal Description:**

TRACT ONE:

All that certain lot, tract or parcel of land being all of Sections Five (5) and Six (6) in Township One (1) North of Range Thirteen (13) East of N.M.P.M. and all of Section One (1) and the West half of Section Twelve (W ½ 12) in Township One (1) North Range Twelve (12) East of the N.M.P.M. containing twenty-two hundred forty (2240) acres, more or less, according to the Government survey thereof and being the same property described in Warranty Deed dated April 17, 1959 by H.B. Colbaugh, a/k/a Hank B. Colbaugh and his wife, Esther Colbaugh and Willis Brunson and his wife, Nettie Ann Brunson, which was recorded in Book 121, Page 316 in the Records of Torrance County, New Mexico, on May 8, 1959.

TRACT TWO:

All that certain lot, tract or parcel of land being the North One-half (N ½) of Section 4, Range 12 East, Township 1 North, N.M.P.M. and the South West (SW ¼) of Section 34, Range 12 East, Township 2 North, N.M.P.M. and all of Section 3, Range 12 East, Township 1 North, N.M.P.M. and the South East ¼ (SE ¼) of Section 33, Range 12 East, Township 2 North, N.M.P.M. and being the same property described in Warranty Deed dated October 27, 1964 between Anna Belle Husband and Willis W. Brunson and wife, Nettie A. Brunson which was recorded in Book 156, Page 477 in the Records of Torrance County, New Mexico, on October 30, 1964.

SAVE AND EXCEPT:

A narrow tract of land situated starting at the NW Corner of Section 1, Township 01 North, Range 12 East, NMPM, going south 250' to Torrance Road (CR 2013);

Thence a distance of 15,837' East along Torrance Road to a point 123' south of the NE Corner of Section 5, Township 01 North, Range 13 East;

Thence a distance of 123' North to the NE Corner of Section 5, Township 01 North, Range 13 East;

Thence a distance of 15,837' West to the place of beginning. Containing 61.5 acres more or less.



**Agreement 15:**

**Landowner:**

LAZY LJ RANCH, LLC, a New Mexico limited liability company

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated December 6, 2016, entered into by and between Lazy LJ Ranch, LLC, a New Mexico limited liability company, and Viento Loco LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement recorded on December 8, 2016 as Document No. 002163023, in Book 335, Page 4686; as amended by that certain Notice of Partial Termination of Option Agreement for Land Lease and Wind Easement and Partial Termination of Memorandum of Option Agreement for Land Lease and Wind Easement dated June 30, 2022, filed of record on July 5, 2022 as Document No. 2222094, in Book 351, Page 3503; and as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the records of Torrance County, New Mexico.

**Legal Description:**

Township 2 North, Range 13 East, N.M.P.M.

- Section 3: All
- Section 4: All
- Section 5: All
- Sectoin 8: All
- Section 9: All
- Section 10: All
- Section 14: All
- Section 15: All
- Section 17: All
- Section 20: All
- Section 21: All
- Section 22: All
- Section 23: All
- Section 26: All
- Section 27: All, less 32 acres of the SE4
- Section 28: All
- Section 29: N2N2
- Section 33: All
- Section 34: W2

Township 3 North, Range 13 East, N.M.P.M.

- Section 32: S2SE4
- Section 33: All
- Section 34: All

Township 2 North, Range 12 East, N.M.P.M.

Section 35: SE4SE4

Township 1 North, Range 12 & 13 East, N.M.P.M.

A narrow tract of land situate starting at the NW corner of Section 1, Township 01 North, Range 12 East, NMPM, going south 250' to Torrance road (CR C013);

Thence a distance of 15837' East along Torrance Road to a point 123' south of the NE corner of Section 5, Township 01 North, Range 13 East.

Thence a distance of North 123' to the NE corner of Section 5, Township 01 North, Range 13 East;

Thence a distance of 15837' West to the place of beginning. Containing 61.5 acres, more or less.

**Agreement 16:**

**Landowner:**

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

**Landowner Documents:**

Business Lease EW-0093 dated June 27, 2022, entered into by and between Pattern SC Holdings LLC, a Delaware limited liability company, and New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, as evidenced of record by that certain Memorandum of Business Lease EW-0093 filed of record on July 11, 2022 as Document No. 2222130, in Book 351, Page 3638; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment of State Business Lease dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 1 North, Range 12 East, N.M.P.M.

Section 2: Lots 1, 2, 3, 4; S2N2; S2

Section 16: All

Township 1 North, Range 13 East, N.M.P.M.

Section 2: Lots 1, 2, 3, 4; S2N2; S2

Section 3: Lots 1, 2, 3, 4; S2S2

Section 11: NE4NE4; S2N2; N2NW4; W2SE4

Section 16: All

Section 18: NE4

Township 2 North, Range 12 East, N.M.P.M.

Section 14: W2

Section 25: S2N2; S2

Section 36: All

Township 2 North, Range 13 East, N.M.P.M.

Section 16: All

Section 29: S2N2; S2

Section 30: Lots 2, 3, 4; S2NE4; SE4NW4; E2SW4; SE4

Section 31: Lots 1, 2, 3, 4; NE4; E2W2; SE4

Section 32: All

**Agreement 17:**

**Landowner:**

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

**Landowner Documents:**

Business Lease EW-0056 dated June 1, 2020, entered into by and between Cowboy Mesa LLC, a Delaware limited liability company, and New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, as evidenced of record by that certain Memorandum of Business Lease EW-0056 filed of record on September 28, 2020 as Document No. 002202592, in Book 344, Page 1723; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment of State Business Lease dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 1 North, Range 13 East, N.M.P.M.

Section 1: NE4NE4; S2SW4; SW4SE4

Section 12: W2; N2NE4

Section 13: SW4NE4

Township 1 North, Range 14 East, N.M.P.M.

Section 4: W2

Section 5: NE4NE4

Section 6: N2NW4; SW4NW4; NW4SW4

Section 7: E2; SW4; E2NW4; SW4NW4

Section 8: N2NW4

Township 2 North, Range 14 East, N.M.P.M.

Section 28: SW4

Section 31: NW4SE4

Section 32: NE4; E2SE4

Section 33: S2; NW4

**Agreement 18:**

**Landowner:**

NOLAN F. TRACEY and his wife, BONNIE L. TRACEY

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated June 19, 2017, entered into by and between Nolan F. Tracey, a married man dealing in his sole and separate property; being joined pro forma by his wife, Bonnie L. Tracey, and Viento Loco LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on June 21, 2017 as Document No. 002171713, in Book 336, Page 4660; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the records of Torrance County, New Mexico.

**Legal Description:**

Township 1 North, Range 13 East, N.M.P.M.

Section 12: S2NE4; SE4

Section 13: E2NE4

**Agreement 19:**

**Landowner:**

NOLAN F. TRACEY and his wife, BONNIE L. TRACEY; RHONDA GARLICK; and FORREST TRACEY

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated July 18, 2017, entered into by and between Nolan F. Tracey, a married man dealing in his sole and separate property; being joined pro forma by his wife, Bonnie L. Tracey; Rhonda Garlick, Individually and as her sole and separate property; and Forrest Tracey, Individually and as his sole and separate property, and Viento Loco LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on July 19, 2017 as Document No. 002172005, in Book 337, Page 714; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the records of Torrance County, New Mexico.

**Legal Description:**

Township 1 North, Range 14 East, N.M.P.M.  
Section 18: NW4; N2SW4; N2W2; SE4



**Agreement 20:**

**Landowner:**

ANCHO WIND LLC, a Delaware limited liability company

**Landowner Documents:**

Agreement and Option to Purchase Easements dated \_\_\_\_\_, 2022, entered into by and between Ancho Wind LLC, a Delaware limited liability company, and El Corazon Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Agreement and Option to Purchase Easements filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_, in the Records of Torrance County, New Mexico

**Legal Description:**

Tract designated "B-2" located in S2 of Section 33, T2N, R13E, N.M.P.M., Lands of Lazy LJ Ranch, LLC, dated August 4, 2021, filed for record on March 4, 2020, as document number 2200545, filed in Cabinet G, Slide 118, Plat Records of Torrance County, New Mexico

## **EXHIBIT B**

### **Description of the Improvements and Equipment as part of Project Property**

To the extent acquired with the proceeds of the Bonds:

All wind generation equipment including wind generation turbines, blades, nacelles, rotors supporting structures and related equipment including measurement (Met) towers including foundations, guy wires, meteorological data acquisition equipment, power source, storage facility, and above-ground and underground data lines, electrical lines, gen-tie lines, meters, monitoring and control equipment, switches, transformers, batteries and other devices for storage of electrical energy, equipment enclosures, fencing, security devices, electrical and communications equipment necessary to condition and increase the voltage of electricity generated by the turbines, telecommunication lines, space boxes, wind turbine generators (including, without limitation, the nacelle and rotor) spare parts, consumables, and all other equipment and personal property which is now or hereafter acquired with bond proceeds or located at the Project Site and used in connection with the Project. Without limiting the generality of the foregoing, to the extent Company owns only a tenancy-in-common interest in any particular equipment, personal property or component thereof, then, for purposes of this Agreement, "Equipment" shall include only Company's tenancy-in-common ownership interest in such equipment, personal property or component thereof, and subject to any applicable shared ownership or tenancy-in-common agreement with respect thereto.

**EXHIBIT C**

**ANNUAL PILT CALCULATION CERTIFICATE**

**TORRANCE COUNTY, NEW MEXICO  
TAXABLE INDUSTRIAL REVENUE BONDS  
(MESA CANYONS WIND LLC PROJECT)  
SERIES 2022A**

Torrance County  
205 S. Ninth Street  
P.O. Box 48  
Estancia, NM 87016  
Attn: County Manager

[Date]

With respect to payments due in years 2023 through 2026, payments by Mesa Canyons Wind LLC (the “**Company**”) to Torrance County, New Mexico (the “**County**”) and the School Districts shall be as stated in Section 4.14(b) and (c) of the Lease Agreement (the “**Lease**”) dated as of [CLOSING MONTH] 1, 2022 between the County and the Company. With respect to payments due in years 2027 and thereafter, and pursuant to Section 4.14(b) and (d) of the Lease, the undersigned certifies on behalf of the Company that effective as of the date of this certificate, the megawatt nameplate installed capacity at the Project (as defined in the Lease) is \_\_\_\_\_ MW (the “**Certified Project MW Capacity**”). “PILT Rate” means \$2,800, increasing 2.5% (on a non-compounding basis) on January 1, 2027, and on each fifth January 1 thereafter during the Term. PILT Payments are to be calculated in accordance with the PILT Rate in effect on the relevant PILT Payment Date. Capitalized terms used but not defined in this certificate are used in this certificate as defined in the Lease.

Based on the Certified Project MW Capacity or as otherwise indicated in Section 4.14(b) and (c) of the Lease for years 2023 through 2026, the Company has calculated the PILT Payments for the PILT Payment Date occurring on January [\_\_\_], 20[\_\_\_] to be as follows:

**1) Total Annual Base PILT Amount:**

*(As indicated in Section 4.14(b) and (c) of the Lease for years 2023 through 2026 or PILT Rate x Certified Project MW Capacity in years 2027 and thereafter),*

\$ \_\_\_\_\_

**2) Issuer PILT Payment (calculated pursuant to NMSA 1978, §4-59-4(A)(2)(b) (2021))**

*([PERCENTAGE]% of Total Annual Base PILT Amount)*

\$ \_\_\_\_\_

**3) Total School District PILT Payments (calculated pursuant to §4-59-4(A)(2)(b) (2021))**

*([PERCENTAGE]% of Total Annual Base PILT Amount)*

\$ \_\_\_\_\_

**4) Corona Schools PILT Payment (calculated pursuant to §4-59-4(A)(2)(c) (2021))**  
*(20% (1/5) of total School PILT Payments Amount)* \$ \_\_\_\_\_

**5) Estancia Schools PILT Payment (calculated pursuant to §4-59-4(A)(2)(c) (2021))**  
*(20% (1/5) of Total School PILT Payments Amount)* \$ \_\_\_\_\_

**6) Moriarty Schools PILT Payment (calculated pursuant to §4-59-4(A)(2)(c) (2021))**  
*(20% (1/5) of Total School PILT Payments Amount)* \$ \_\_\_\_\_

**7) Mountainair Schools PILT Payment (calculated pursuant to §4-59-4(A)(2)(c) (2021))**  
*(20% (1/5) of Total School PILT Payments Amount)* \$ \_\_\_\_\_

**8) Vaughn Schools PILT Payment (calculated pursuant to §4-59-4(A)(2)(c) (2021))**  
*(20% (1/5) of Total School PILT Payments Amount)* \$ \_\_\_\_\_

Very Truly Yours,

MESA CANYONS WIND LLC

By \_\_\_\_\_

Name:

Its:

cc: Corona Public School District, Attn: Superintendent  
Estancia Municipal School District, Attn: Superintendent  
Moriarty Municipal School District, Attn: Superintendent  
Mountainair Public School District, Attn: Superintendent  
Vaughn Municipal School District, Attn: Superintendent

**EXHIBIT D**

**EXCERPTS FROM SUBLEASE AGREEMENT  
CONCERNING DECOMMISSIONING OBLIGATIONS**

**[Attached]**

Each defined term used in this Exhibit D shall have the meaning ascribed to such term in the Land Agreement.

## SUNZIA WIND PROJECT

### PROJECT DECOMMISSIONING OBLIGATIONS FOR PROJECT SITES LOCATED IN TORRANCE COUNTY, NEW MEXICO

#### PART I. WIND LEASE LAND

##### ALL LANDOWNERS EXCEPT FOR THOSE NAMED SEPARATELY BELOW

**Removal of Wind Project Improvements.** Within twelve (12) months after the date the land agreement expires or terminates as to all of the Property, Developer shall remove all Wind Facilities and take appropriate measures to restore the Property substantially to its condition on the Effective Date of the land agreement. Developer's removal and restoration efforts shall be performed in accordance with the following standards:

(a) Wind Turbines (including towers and pad-mount transformers): Shall be cleared, cleaned and removed from the Property. Any liquids, greases, etc. contained therein shall also be removed safely from the Property in accordance with then-existing laws and regulations;

(b) Tower Foundations and Pad Mount Transformer Foundations: For all foundations installed in the ground, the foundations shall be cleared, cleaned and removed from the ground at least four (4) feet below the grade of the land affected thereby. Developer shall ensure that any holes or cavities created in the ground as a result of such removal are filled with topsoil of the same or similar type found at the Property;

(c) Any Overhead Transmission, Power and/or Communication Lines (if any) owned by Developer and no longer in use: Shall be cleared, cleaned and removed from the Property;

(d) Substation(s): Shall be cleared, cleaned and removed from the Property and any liquids, greases, etc. contained in the substation(s) shall be removed safely from the Property in accordance with then-existing laws and regulations;

(e) Buried Cables (power and/or communication): For all buried cables of whatever type (power, fiber-optic, communication, etc.) installed in the ground, such cables shall be cleared, cleaned at least three (3) feet below the grade of the land affected thereby. Developer shall ensure that any holes or cavities created in the ground as a result of such removal are filled with topsoil of the same or similar type found at the Property;

(f) O & M Building: Shall be cleared, cleaned and removed from Property. Owner may request that Developer leave and assign O & M building to Owner.

(g) Restoration of Surface. To the extent reasonably practicable, the Property will be returned to the condition it was in on the Effective Date of the land agreement, using scarification, V-rip and disc methods, as appropriate. Developer shall ensure that any holes or cavities created in the ground are filled with topsoil of the same or similar type found at the Property and to the extent reasonably practicable, the surface is returned to the same condition as before Developer dug the holes or cavities.



## **MCKENZIE LAND AND LIVESTOCK COMPANY**

**Removal of Wind Project Improvements.** Upon termination of the land agreement, whether as to the entire Property or only as to part, Grantee shall, as soon as practicable thereafter, remove all above-ground Windpower Facilities (other than roads) and all underground Windpower Facilities down to a depth of three (3) feet from the Property or portion as to which the land agreement was terminated and restore the soil surface to a condition reasonably similar to its original condition.

**DONALD AND CAROL ANSLEY  
DOUBLE ARROW LLC  
HARRAL, INC., et al.  
NORMA SUE HARVEY  
WILLIAM AND JOY WRYE**

**Removal of Wind Project Improvements.** Upon termination of the land agreement, whether as to the entire Property or only as to part, Lessee shall, as soon as practicable thereafter, remove all above-ground Windpower Facilities from the Property or portion as to which the land agreement was terminated, and restore the soil surface to a condition reasonably similar to its original condition.

## **NEW MEXICO STATE LANDS**

**Decommissioning and Restoration.** When Lessee submits Project Plans, Lessee shall also submit to Lessor for Lessor's Approval a Decommissioning Plan for the Wind Power Facilities located on the Land. The Decommissioning Plan shall include the removal of all Project Improvements to a depth of thirty-six (36) inches and Restoration of the surface of the Land, and shall include an estimate of cost to complete the Decommissioning Plan. The Decommissioning Plan shall be prepared by, and bear the seal and signature of, a licensed New Mexico professional engineer pursuant to and prepared in compliance with the New Mexico Engineering and Surveying Practice Act, and the rules promulgated under that authority, or another similarly qualified New Mexico professional approved in advance by Lessor. The Decommissioning Plan will be based upon such information as is known to Lessee at the time and upon such assumptions as are reasonable at the time. Lessor shall review Lessee's proposed Decommissioning Plan within thirty (30) days, and provide comments to same if Lessor does not approve the Decommissioning Plan, and in such event, Lessee shall respond to Lessor's comments and re-submit a revised Decommissioning Plan within a reasonable time. Lessee shall not proceed with construction until Lessor has granted Approval of the Decommissioning Plan and the amount of the Decommissioning Bond or Surety.

## **PART II. TRANSMISSION EASEMENT AREAS**

**Removal of Transmission Facilities.** Within twelve (12) months after the date the land agreement expires or terminates as to all of the Easement Areas, Grantee shall remove the Transmission Line facilities and take appropriate measures to restore the Easement Areas substantially to their respective condition on the Effective Date of the land agreement. Grantee's

removal and restoration efforts within the Easement Areas shall be performed in accordance with the following standards:

(a) all foundations installed in the ground within the Easement Areas shall be cleared, cleaned and removed from the ground at least four (4) feet below the grade of the land affected thereby, and Grantee shall ensure that any holes or cavities created in the ground as a result of such removal are filled with topsoil of the same or similar type found at the Owner's Property;

(b) all overhead transmission, power and/or communication lines (if any) owned by Grantee and no longer in use shall be cleared, cleaned and removed from the Easement Areas;

(c) all buried cables of whatever type (power, fiber-optic, communication, etc.) installed in the ground within the Easement Areas shall be cleared, cleaned and removed from the ground at least three (3) feet below the grade of the land affected thereby, and Grantee shall ensure that any holes or cavities created in the ground as a result of such removal are filled with topsoil of the same or similar type found at the Owner's Property; and

(d) to the extent reasonably practicable, the Easement Areas will be returned to substantially the condition it was in on the Effective Date, using scarification, V-rip and disc methods, as appropriate, and Grantee shall ensure that any holes or cavities created in the ground are filled with topsoil of the same or similar type found at the Owner's Property

TORRANCE COUNTY, NEW MEXICO  
As Issuer

MESA CANYONS WIND LLC  
As Company

[INSERT NAME OF PURCHASER]  
As Purchaser

And

[INSERT NAME OF DEPOSITARY]  
As Depositary

---

INDENTURE

---

Dated as of [CLOSING MONTH] 1, 2022

Securing

\$959,000,000  
Torrance County, New Mexico  
Taxable Industrial Revenue Bonds  
(Mesa Canyons Wind LLC Project)  
Series 2022A

This instrument constitutes a security agreement with respect to monies on deposit in the funds and accounts created hereunder and certain personal property, including certain after-acquired property as set forth herein, under the laws of the State of New Mexico.

## TABLE OF CONTENTS

	Page
ARTICLE I - RECITALS .....	1
Section 101. The Act.....	1
Section 102. Government Proceeding.....	1
Section 103. The Sublease Agreement. ....	1
Section 104. The Indenture; Lien; Collateral Pledge.....	1
Section 105. The Lease Agreement. ....	2
Section 106. Conditions Precedent Performed. ....	2
ARTICLE II - DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION ..	2
Section 201. Meanings of Words and Terms.....	2
Section 202. Rules of Construction. ....	5
Section 203. Bonds Not General Obligations of Issuer. ....	5
ARTICLE III – GRANT .....	5
Section 301. Pledge and Grant of Security Interest. ....	6
Section 302. Release and Discharge of Indenture. ....	6
Section 303. Survival of Certain Provisions.....	6
Section 304. Priority of [First Lender Mortgage and Leasehold Mortgage]. ....	6
Section 305. Further Assurances.....	7
ARTICLE IV - AUTHORIZATION, FORM, EXECUTION AND DELIVERY OF BONDS.....	7
Section 401. Authorization; Authorized Amount of the Bonds.....	7
Section 402. Form of Bond; Principal and Interest Payments. ....	7
Section 403. Execution and Delivery; Payment. ....	8
Section 404. Advances.....	8
Section 405. Registration and Transfer of the Bonds. ....	8
Section 406. Lost, Stolen, Destroyed and Mutilated Bonds. ....	9
Section 407. Cancellation and Destruction of the Bonds by Issuer.....	9
Section 408. Application of Payments for Bonds.....	9
ARTICLE V - REDEMPTION.....	10
Section 501. Redemption.....	10
Section 502. Payment of Redeemed Bonds. ....	10
ARTICLE VI – THE ACQUISITION ACCOUNT.....	10
Section 601. Creation; Deposits.....	10
Section 602. Disbursements.....	11
Section 603. Records. ....	11
Section 604. Depository May Rely on Requisitions. ....	11
Section 605. Account Statements. ....	12
Section 606. Completion Date. ....	12
Section 607. Payment on Acceleration. ....	12
Section 608. Investments. ....	12
Section 609. No Liability.....	13
Section 610. Source of Payment of the Bonds.....	13
ARTICLE VII - PARTICULAR COVENANTS AND PROVISIONS .....	13

Section 701.	Extent of Covenants; Disclaimer of Liability. ....	13
Section 702.	Performance; Authority. ....	14
Section 703.	Office or Agency.....	14
Section 704.	Obligations Under the Lease Agreement.....	14
Section 705.	Use and Possession by the Company.....	14
Section 706.	Instruments of Further Assurance. ....	14
Section 707.	Recording of Indenture, Supplemental Indentures and Other Documents. ....	15
ARTICLE VIII -	DEFAULT AND REMEDIES.....	15
Section 801.	Events of Default. ....	15
Section 802.	Acceleration. ....	15
Section 803.	Issuer and Depositary not Responsible. ....	15
Section 804.	Rights and Remedies of Purchaser. ....	16
Section 805.	Lender Right to Cure Defaults.....	16
Section 806.	Consequential Damages.....	16
ARTICLE IX –	THE DEPOSITARY.....	16
Section 901.	Acceptance of Duties. ....	16
Section 902.	Compensation. ....	18
Section 903.	Qualification. ....	18
Section 904.	Resignation and Removal. ....	18
Section 905.	Successor Depositary.....	19
ARTICLE X -	SUPPLEMENTS AND AMENDMENTS TO INDENTURE .....	19
ARTICLE XI -	MISCELLANEOUS PROVISIONS .....	19
Section 1101.	Notices. ....	20
Section 1102.	Remedies.....	20
Section 1103.	Beneficiaries. ....	21
Section 1104.	Severability. ....	21
Section 1105.	Obligations of Issuer Not Obligations of Officials Individually. ....	21
Section 1106.	Payments Due on Days That Are Not Business Days. ....	21
Section 1107.	Execution in Counterparts.....	21
Section 1108.	Applicable Law.....	22
Section 1109.	Survival. ....	22
Section 1110.	No Violation of Public Policies Regarding Indemnity. ....	22
Section 1111.	Successors.....	22
Section 1112.	Title, Headings.....	22
Section 1113.	Non-Merger.....	22
Section 1114.	No Waiver.....	23
Section 1115.	Patriot Act. ....	23
Exhibit A	Form of Series 2022A Bond	
Exhibit B	Requisition and Certificate	
Exhibit C	Completion Certificate	

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”); MESA CANYONS WIND LLC, a Delaware limited liability company (together with its successors and assigns and affiliates, the “Company”); and [INSERT NAME OF PURCHASER], a [Delaware] limited liability company (together with its successors and assigns, and transferees of the Bonds (defined below), the “Purchaser”), and [INSERT NAME OF DEPOSITARY], in its capacity as depositary hereunder (together with its successors and assigns, the “Depositary”), agree:

## ARTICLE I- RECITALS

Section 101. The Act. Pursuant to the County Industrial Revenue Bond Act, NMSA 1978, Sections 4-59-1 to -16 (1975, as amended through 2021) (the “Act”), the Issuer is authorized to acquire, own, lease or sell “projects” (as defined in the Act) for the purpose of promoting industry and trade by inducing manufacturing, industrial and commercial enterprises to locate or expand in the State of New Mexico (the “State”), 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 derived from the projects for which the bonds are issued. Such bonds may be secured by, among other things, the revenues of the project, a pledge of the Issuer’s lease of such project and a mortgage covering all or any part of the project for which the revenues pledged may be derived. 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 Issuer’s Board of County Commissioners (the “Governing Body”), a proposal relating to the issuance of taxable industrial revenue bonds and the acquisition, construction, equipping and installation of a wind farm, including without limitation certain real property rights, title, easements and leasehold interests, wind generation equipment consisting of turbines, blades, nacelles, rotors and supporting structures and related improvements, electrical lines and related assets used in the generation of electricity. The Issuer, by Ordinance No. [\_\_\_\_\_-\_\_] adopted on [September 28, 2022], authorized, among other matters, (i) the issuance of its Torrance County, New Mexico Taxable Industrial Revenue Bonds (Mesa Canyons Wind LLC Project), Series 2022A in an aggregate principal amount not to exceed \$959,000,000 (the “Bonds”), substantially in the form of Exhibit A attached hereto, and (ii) the execution and delivery of this Indenture.

Section 103. The Sublease Agreement. The Company has entered into one or more lease and easement agreements with various lessors under which the Company leased the Project Site (collectively, the “Project Site Leases”). On [INSERT DATE], 2022, the Company entered into one or more sublease agreements with the Issuer (collectively, the “Sublease Agreement”) under which the Company, subleased and conveyed to the Issuer all of the Company’s rights and none of its obligations under the Project Site Leases, upon terms and conditions as provided under the Sublease Agreement.

Section 104. The Indenture; Lien; Collateral Pledge. The Bonds are to be issued under and pursuant to this Indenture (together with any and all amendments and supplements, this “Indenture”). This Indenture constitutes a collateral pledge and assignment of the Lease Agreement (defined below) and the other collateral described in Section 301 in favor of the Purchaser of the Bonds.



Section 105. The Lease Agreement. The Issuer has entered into a Lease Agreement with the Company dated as of the date hereof (together with any and all amendments and supplements, the “Lease Agreement”), under which the Issuer has leased the Project Property (as defined in the Lease Agreement) 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 when due. 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 all of its interests in the Lease Agreement (other than the Unassigned Rights) and grant to the Purchaser a security interest in the Project Property which security interest shall at all times be junior and subordinate to the prior security interest in the Project Property granted by the Company to the Lender or Lenders regardless of when the First Lender Mortgage and/or Leasehold Mortgage (as defined in the Lease Agreement) are imposed upon the Purchaser’s interests in the Lease Agreement and the Project Property.

Section 106. Conditions Precedent Performed. Based on the opinion of Bond Counsel, and without having conducted any independent investigation thereof, the Issuer is not aware of any act or condition required on the part of the Issuer by the Constitution and laws of the State to happen, exist or be performed precedent to and in the execution and delivery of this Indenture, the Lease Agreement or the issuance of the Bonds, except such as do exist, have happened or have been performed.

## ARTICLE II- DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 201. Meanings of Words and Terms. All words and terms defined in the Lease 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 Account” has the meaning assigned in Section 601.

“Act” has the meaning assigned in Section 101.

“Advances” has the meaning assigned in Section 602.

“Affiliate” means any direct or indirect parent or subsidiary of a corporation or limited liability company.

“Applicable Law” has the meaning assigned in Section 1115.

“Authorized Company Representative” means any one of the persons designated from time to time 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 authorized signatory of the Company.

“Authorized Purchaser Representative” means any one of the persons at the time designated to act on behalf of the Purchaser in a certificate furnished to the Issuer and the

Depositary containing the specimen signatures of such persons and signed on behalf of the Purchaser by an authorized signatory.

“Basic Rent” has the meaning assigned thereto in the Lease Agreement.

“Bonds” have the meaning assigned in Section 102.

“Bond Counsel” means Rodey, Dickason, Sloan, Akin & Robb, P.A., Albuquerque, New Mexico.

“Bond Documents” means, collectively: (i) the Lease Agreement, (ii) the Sublease Agreement, (iii) this Indenture, and (iv) the Bond Purchase Agreement.

“Bond Purchase Agreement” means the Bond Purchase Agreement, dated the date of the execution and delivery of the Bonds, 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, the Town of Estancia, New Mexico, or the City of New York, New York are authorized or required to close.

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

“Completion Certificate” means a certificate signed by an Authorized Company Representative certifying that the Project is complete in all material respects and all costs have been paid or provision has been made for their payment, in the form attached hereto as Exhibit C.

“Completion Date” has the meaning assigned thereto in the Lease Agreement.

“County” means Issuer.

“Cure Notice” has the meaning assigned in Section 805(a).

“Curing Party” has the meaning assigned in Section 805(a).

“Default” has the meaning assigned in Section 801.

“[Deposit Account Control Agreement]” means that certain Deposit Account Control Agreement to be entered into after the Closing Date (as defined in the Bond Purchase Agreement) by and among the Depositary, the collateral agent for the benefit of the Secured Parties (as defined in the Deposit Account Control Agreement), and the Company.

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

“[Equity Capital Contribution Agreement]” means that certain Equity Capital Contribution Agreement to be entered into after the Closing Date (as defined in the Bond Purchase Agreement) by and among the equity investors as named in such agreement.

“Event of Default” has the meaning assigned in Section 8.01 of the Lease Agreement.

“[First Lender Mortgage]” has the meaning assigned thereto in the Lease Agreement.

“Indenture” has the meaning assigned in Section 104.

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

“Issuance Costs” means items of expense related to the authorization, sale and issuance of the Bonds and authorization and execution of Bond Documents, which items of expense will include, but not be limited to, application fees and expenses, publication costs, printing costs, costs of reproducing documents, filing and recording fees, Bond Counsel fees, Issuer’s financial advisor, Issuer bond counsel and other contract counsel fees, initial fees of Depository and other costs, charges and fees of the Issuer and the Company in connection with the foregoing.

“Lease Agreement” has the meaning assigned in Section 105.

“Leasehold Mortgage” has the meaning assigned thereto in the Lease Agreement.

“Lender” or “Lenders” has the meaning assigned in Section 2.01 of the Lease Agreement.

“Loan Agreement” has the meaning assigned thereto in the Lease Agreement.

“Maturity Date” means [INSERT DATE], 2052.

“Parties” mean the Issuer, the Purchaser, the Company, and the Depository.

“Party” means any one of the Parties.

“Person” means an individual, corporation, partnership, limited liability partnership, limited liability company, unincorporated organization, association, joint stock company, joint venture, trust, estate, real estate investment trust, government, government agency or political subdivision or other entity, whether acting in an individual, fiduciary or other capacity.

“Project” has the meaning assigned in the preamble to the Lease Agreement.

“Project Property” has the meaning assigned thereto in the Lease Agreement.

“Project Site” has the meaning assigned thereto in the Lease Agreement and is further described in Exhibit A thereto.

“Project Site Leases” means jointly those certain lease and easement agreements as set forth in Exhibit A to the Lease Agreement.

“Purchaser” has the meaning assigned in the preamble to the Lease Agreement.

“Record Date” means [INSERT MONTH] 1, while the Bonds are outstanding.

“Redemption Price” has the meaning assigned in Section 501.

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

“Section 56-7-1” has the meaning assigned in Section 1110.

“Section 56-7-2” has the meaning assigned in Section 1110.

“Securities Act” has the meaning assigned in Section 4.05.

“State” has the meaning assigned in Section 101.

“Sublease Agreement” has the meaning assigned in Section 103.

“Unassigned Rights” has the meaning assigned in Section 2.01 of the Lease Agreement.

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 Lease Agreement and the provisions of this Indenture will be resolved in favor of the provisions of this Indenture.

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. Pledge and Grant of Security Interest. 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 in accordance with the terms of this Indenture and the other Bond Documents), 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 pledges and assigns to the Purchaser and grants a security interest to the Purchaser in, subject to any [First Lender Mortgage and Leasehold Mortgage] (as defined in the Lease Agreement), (i) all the Issuer's right, title and interest in and to the Lease Agreement (except for the Unassigned Rights), including, without limitation, its rights to the Basic Rent payable by the Company; (ii) the Sublease Agreement, (iii) the Project Property; and (iv) the monies and investments in the Acquisition Account.

Section 302. Release and Discharge of Indenture. If the principal of, interest on and redemption price, if any, of the Bonds, are paid in full to the Purchaser, then all obligations of the Issuer as to such Bonds under this Indenture will terminate, and the Purchaser will cancel and discharge the lien granted under this Indenture and execute and deliver to the Issuer, the Depositary (subject to Section 904(d)) and the Company such instruments in writing as may be required to evidence such discharge. As long as the principal of, interest on and redemption price of any Bonds remain unpaid, the obligations of the Issuer as to such Bonds under the Indenture shall not terminate and will remain in full force and effect until all such Bonds have been paid in full. The Clerk of the Issuer is authorized to accept a certificate of the Purchaser stating that all principal and interest due on all outstanding Bonds have been paid as evidence of the satisfaction of this Indenture.

Section 303. Survival of Certain Provisions. Notwithstanding the foregoing, any provisions of this Indenture and any legislation which relate to the maturity of the Bonds, interest payments and the dates thereof, exchange, transfer and registration of the Bonds, replacement of mutilated, destroyed, lost or stolen Bonds, non-presentment of the Bonds, the holding of monies in trust, and repayments to the Company from various funds established pursuant to this Indenture and the duties in connection with all of the foregoing, will remain in effect and be binding upon the Company and the Purchaser, notwithstanding the release and discharge of this Indenture. The provisions of this Section 303 will survive the release, discharge and subordination of this Indenture.

Section 304. Priority of [First Lender Mortgage and Leasehold Mortgage]. The Issuer, the Purchaser and the Depositary acknowledge that the Issuer's interest in the Project Property, the liens and security interests granted and created in this Indenture in favor of the Purchaser under Section 301 hereof, including, but not limited to, the Acquisition Account created with the Depositary under Section 601 hereof, will at all times be subordinate to the [First Lender Mortgage and the Leasehold Mortgage] (as defined in the Lease Agreement) regardless of when the [First Lender Mortgage and/or Leasehold Mortgage] are recorded. To the extent authorized by the Company and the Purchaser, the Depositary may enter into a [Deposit Account Control Agreement] with the Lender providing the first lien financing to the Company pursuant to which the funds deposited in the Acquisition Account, until they are disbursed by the Depositary in accordance with this Indenture, are subject to such first lien financing and the terms of such control agreement.

Section 305. Further Assurances.

(a) The Issuer, the Purchaser and the Company will, at the direction of the Purchaser, or of the senior secured lenders, including the Lender or Lenders, or the Company, or an agent therefor (which shall be deemed to be beneficiaries of this provision), and 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 Depository, the Issuer, the Company, the Purchaser and the Lender or Lenders and any other senior secured lender in and to the rights accorded under: this Indenture; the Lease Agreement, including, without limitation, the Basic Rent; the Sublease Agreement; the Project Property; and in the monies and investments in the Acquisition Account, including, without limitation, the filing of financing statements and continuation statements and the execution, acknowledgement, delivery, filing and recordation of any other necessary agreements and instruments.

(b) Purchaser agrees to subordinate its right as pledgee, assignee and secured party as provided in Section 301 hereof to the Lender or Lenders and any other financial institution, lender or other financing party providing all or part of the Company Financing (as defined in the Lease Agreement), from time to time and regardless of when any mortgage or lien is imposed by the Lender or Lenders and to enter into such agreements as the Lender or Lenders, such other financial institution, lender or other financing party providing all or part of the Company Financing from time to time or the Company, its manager, or any subsidiary or affiliate of the Company may reasonably request to evidence such subordination.

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 nine hundred fifty-nine million dollars (\$959,000,000) (referred to hereafter in Sections 401 and 402, as the “Bond”). The Bond will be identified as Series 2022A and numbered RA-01. No Bond may be issued under this Indenture except in accordance with this Article IV. The total principal amount of the Bonds issued under this Indenture is expressly limited to \$959,000,000 and no additional bonds may be issued under this Indenture. The Bond may be transferred in accordance with the terms of this Indenture and the Bond.

Section 402. Form of Bond; Principal and Interest Payments. The Bond will be in substantially the form of Exhibit A attached hereto. The Bond will be dated the date of execution and delivery of this Indenture and will bear interest at [four and one-half percent (4.5%)] per annum from the date of payment of each Advance made pursuant to Section 404 through the Maturity Date or prior redemption of the Bond. Interest on the Bond will be calculated on the basis of a 360 day calendar year consisting of twelve thirty-day months. The principal amount of the Bond shall be equal to the aggregate amount of all outstanding Advances made pursuant to Section 404. Accrued interest shall be payable annually on each [MONTH, DAY], beginning [MONTH, DAY], 2023, with the outstanding principal of the Bond plus all unpaid interest thereon payable in full on the Maturity Date, or upon the prior redemption of the Bond in full or in part. Principal and interest on the Bond, as applicable, will be payable from Basic Rent



received from the Company to the owner of the Bond on the immediately preceding Record Date and upon payment of the Bond in full, upon the presentation of the Bond 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 Chair or Vice-Chair of the Governing Body of the Issuer and attested by the Clerk or a Deputy Clerk 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 401.

Section 404. Advances. Subject to the terms and conditions of the Bond Purchase Agreement, the Purchaser will purchase the Bonds upon the execution and delivery of the Indenture and will pay the purchase price of the Bonds as set forth in Section 2 of the Bond Purchase Agreement through advances described in this Section 404. The Company will request advances by notice to the Purchaser and the Depositary in accordance with Section 602 of this Indenture. Promptly upon receipt of such notice from the Company requesting an advance, the Purchaser will, so long as no Default has occurred and is continuing, remit the amount of the advance requested in such notice to the Depositary for deposit in the Acquisition Account, provided that the aggregate amount of the advances requested by the Company and remitted by the Purchaser will not exceed \$959,000,000. The records of the Depositary will be conclusive as to the amount of advances requested and made from the Acquisition Account, absent manifest error. The Purchaser is authorized to endorse on the schedule attached to the Bonds the date and amount of each such advance and each principal payment on and redemption in part of the Bonds and the resulting principal amount. 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.

Section 405. Registration and Transfer of the Bonds. The Company or its designee, on behalf of the Issuer, will cause to be kept at its office a book for the registration and transfer of the Bonds. Upon receipt of notice of the transfer of the Bonds by the Company or its designee in accordance with their terms, the Company or its designee, acting on behalf of the Issuer will cause the registration book to reflect the name and address of the transferee, unless a trustee for bondholders is appointed as provided in this Indenture, in which event such trustee will maintain such registration book. Ownership of the Bonds will be proved by the registration book and any request, demand, authorization, direction, notice, consent waiver or other act of the holder of any Bonds will bind every future holder of such Bonds and the holder of every Bond issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof in respect of anything done, omitted, or suffered to be done by the Company in reliance thereon, whether or not notation of such action is made upon such Bond. The registration book will be open to inspection by the Issuer upon advance notice during the Company's normal business hours.

Purchaser shall be permitted to assign the Bonds to its or the Company's Lender or Lenders as collateral for any financing or refinancing of the Project provided that such transfer is, to the extent applicable, consummated in accordance with applicable federal and state securities laws; provided, however, Purchaser 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 Purchaser or any Lender or Lenders and, at Purchaser's sole expense, cooperate reasonably to execute, or arrange for the delivery within thirty (30) days of such request, those normal, reasonable and customary consents, certificates, opinions and other documents and provide such other normal and customary representations or warranties as may be necessary to assist Purchaser or the Company in consummating any financing or refinancing of the Project or any part thereof; provided that any such documents will be fully nonrecourse to the Issuer and may be subject to the Issuer obtaining all necessary approvals of the Issuer's Governing Body to the extent required under applicable law.

The Bonds may be transferred in whole by the Purchaser, together with the obligation to fund Advances thereunder, upon: (i) surrender of the Bonds and issuance of new Bonds; (ii) compliance with the Securities Act of 1933, as amended (the "Securities Act"), and applicable state securities laws as established to the satisfaction of the Issuer; and (iii) 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, to the effect the transfer complies with the Securities 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 as further set forth in the Bond form attached as Exhibit A, provided that the conditions described in clauses (iii)(A) and (B) of this Section 405 shall not apply to the transfer of the Bonds pursuant to any pledge by the Purchaser of the Bonds as collateral to one or more financial institutions, including without limitation the Lender or Lenders. The Issuer agrees that it will cooperate in delivering new Bonds, registered in the name of the transferee. The transferee will pay any tax or fee or other charge imposed on the transfer. The Person in whose name the Bonds are registered, shall be deemed and treated 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 Bonds, to the extent of the sum or sums paid; and will not be affected by any notice to the contrary.

Section 406. Lost, Stolen, Destroyed and Mutilated Bonds. If the Issuer receives satisfactory evidence that the Bonds have been lost, stolen, destroyed or mutilated and receives satisfactory indemnity, then the Issuer will execute and deliver a new Bond. The applicant for a new Bond will pay any charges and expenses in connection with the issuance of the new Bond. A new Bond issued under this Section 406 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 406 with respect to the replacement of the lost, stolen, destroyed or mutilated Bond are exclusive.

Section 407. Cancellation and Destruction of the Bonds by Issuer. If the Bonds are delivered to the Company or the Issuer for cancellation, the Bonds will be cancelled immediately and burned or otherwise destroyed by the Issuer.

Section 408. Application of Payments for Bonds. Payments received by the Purchaser with respect to the redemption of all or any portion of the Bonds will be applied first, to the principal amount to be redeemed and then, to accrued interest on such principal amount. All other payments received by the Purchaser with respect to the Bonds will be applied first, to accrued interest on the Bonds and then, to the unpaid principal of the Bonds. If such payments

exceed accrued interest on the unpaid principal of the Bonds, Purchaser will pay the excess 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 Advances under this Indenture.

#### ARTICLE V- REDEMPTION

Section 501. Redemption. If the Company gives notice to the Issuer, the Depository (during the period of its appointment under Section 904(d) hereof) and the Purchaser pursuant to Article IX of the Lease Agreement that the Company has elected to cause the redemption of the Bonds in full or in part and the Company pays the redemption price (or otherwise offsets such amount as contemplated under Section 5.05 of the Lease Agreement), all or such portion of the Bonds will be deemed redeemed by the Issuer on the date indicated in such notice at a price equal to the principal amount to be redeemed plus accrued interest on such principal amount to the redemption date, without premium (the “Redemption Price”). If the Company redeems the Bonds in full before the Completion Date, any monies in the Acquisition Account will be returned to the Company.

Section 502. Payment of Redeemed Bonds. Upon the giving of notice of redemption as provided in Section 501, the Bonds or portions thereof called for redemption shall be due and payable on the date fixed for redemption at the Redemption Price. Payment of the Redemption Price shall be made by the Company upon surrender of such Bonds. The expense of giving notice and any other expenses of redemption shall be paid by the Company. If there shall be called for redemption less than the principal amount of the Bonds, the Issuer shall execute and deliver upon surrender of such Bonds, and without charge to the registered owner thereof, at the option of the registered owner, registered Bonds of like Maturity Date to be issued in an aggregate amount equal to the unredeemed portion of the principal amount of the Bonds so surrendered.

From and after the date fixed for redemption designated in such notice, notwithstanding that the Bonds so called for redemption in whole or in part shall not have been surrendered for cancellation, no further interest shall accrue upon the principal of the Bonds or portions thereof so called for redemption, the Bonds thereof to be redeemed shall cease to be entitled to any lien, benefit or security under this Indenture, and the registered owner(s) thereof shall have no rights to such Bonds or portions thereof, except to receive payment of the Redemption Price thereof.

#### ARTICLE VI- THE ACQUISITION ACCOUNT

Section 601. Creation; Deposits. A special account is hereby created with the Depository and designated [“Torrance County, NM IRB Project Acquisition Account”] (the “Acquisition Account”). The Company is a “customer” within the meaning of Section 4-104 of the Uniform Commercial Code with respect to the Acquisition Account. Any monies received by the Issuer or the Depository on account of any advances under Section 404 will be deposited in the Acquisition Account. The monies in the Acquisition Account will be held by the Depository and will, subject to the provisions of Sections 606 and 607, be applied to the payment of Related

Costs and, pending such application, will be subject to the lien in favor of the Purchaser. As provided in Section 304, the interests of the Issuer, the Purchaser, the Company, and the Depository in and to the monies in the Acquisition Account shall at all times be subordinate to the [First Lender Mortgage and/or the Leasehold Mortgage] regardless of when the [First Lender Mortgage and/or the Leasehold Mortgage] are granted or recorded. Disbursements from the Acquisition Account are subject to the rights of the secured party, under the Deposit Account Control Agreement.

Section 602. Disbursements. The Depository will make payments of Related Costs from monies on deposit in the Acquisition Account (the “Advances”) upon receipt of a requisition and certificate in the form of Exhibit B attached hereto, signed by an Authorized Company Representative, stating 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 or are reasonably expected to be incurred within 30 days for Related Costs and are due and payable (or, in the case of Requisition and Certificate No. 1, if the Company is indicated as the payee, were duly paid by the Company), or will be due and payable by the Company within 30 days and that each item is a proper charge against the Acquisition Account, and has not been the subject of a previous withdrawal from the Acquisition Account;

(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 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

(c) with respect to any item for payment for labor or to contractors, builders or materialmen, (i) the obligations stated have been properly incurred or are reasonably expected to be incurred within 30 days, (ii) to the best knowledge of such Authorized Company Representative, such work was actually performed or such materials or supplies were actually furnished or installed in or about the Project (or are reasonably expected to be actually performed or actually furnished within 30 days), and (iii) to the best knowledge of such Authorized Company Representative, 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 603. Records. The Depository will keep and maintain adequate records pertaining to the Acquisition Account and payments made therefrom, which will be open to inspection by the Issuer, the Purchaser, the Company, the Lenders or their agents, upon advance notice, during Depository’s normal business hours in New York, New York (Eastern Time).

Section 604. Depository May Rely on Requisitions. All requisitions and certificates received by the Depository as conditions of payment from the Acquisition Account, may be conclusively relied upon by the Depository and will be retained by the Depository, subject at all reasonable times, to examination by the Issuer and other Parties and their respective agents and

representatives. The Depositary shall have no duty or obligation to verify the content of any requisition certificate.

Section 605. Account Statements. On a monthly basis, the Depositary will make available account statements covering all receipts and moneys then on deposit in the Acquisition Account, and any investments of such moneys. The Depositary will make reports monthly, at no cost, if the Company requests. The Depositary will provide copies of such monthly account statements at no cost to the Issuer, upon the Issuer's written request. The requirements of this Section 605 may be performed by the Depositary by granting to the Company, and the Issuer on-line view only access to the Acquisition Account. The Company (and, if the Issuer wishes to have such on-line access, the Issuer) shall provide any reasonable information to the Depositary which is needed to establish such Person with access to such on-line portal at no cost to the Issuer.

Section 606. Completion Date. Upon receipt of the Completion Certificate establishing the Completion Date, as provided in Section 4.04 of the Lease Agreement, the Depositary will, to the extent monies are available therefor, set aside 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 moneys remaining in the Acquisition Account to the Company (but the Depositary and the Issuer will have no duty to inquire into or otherwise monitor and will not have any liability associated with the use of the monies by such entities). After all Related Costs have been paid, the Depositary's duties hereunder will cease as set forth in Section 904(d).

Section 607. Payment on Acceleration. If the Purchaser declares the unpaid principal of and accrued interest on the Bonds to be immediately due and payable pursuant to Section 802, the Depositary, to the extent permitted by law, will promptly, upon receipt of written notice of such declaration from an Authorized Purchaser Representative, return all moneys then held for the credit of the Acquisition Account in accordance with Section 601 to the Purchaser for application to the unpaid principal of and accrued interest on the accelerated Bonds.

Section 608. Investments. Moneys on deposit in the Acquisition Account may be invested and reinvested by the Depositary, at the written direction of an Authorized Company Representative, in short-term interest-bearing securities or funds; provided, however, if a selection is not made and instructions not given to the Depositary by an Authorized Company Representative, the monies in the Acquisition Account shall except as otherwise provided herein remain uninvested with no liability for interest therein. Such investments will be deemed at all times to be a part of the Acquisition Account. Any interest accruing on any such investment and any profit realized from such investment will be credited to the Acquisition Account. Any investment income shall be deemed income of the Company for all tax purposes, whether or not the investment income was disbursed by the Depositary during any particular year. The Depositary shall not be liable to pay any tax on any investment income. Any loss resulting from any such investment will be charged to the Acquisition Account. Neither the Depositary nor the Issuer will be responsible for any loss resulting from any such investment or liquidation of any investment. The Depositary 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. The Depositary shall have no obligation to invest or reinvest the funds held in



the Acquisition Account if deposited with the Depository after [11:00 a.m. (Eastern Time)] on such day of deposit. Instructions received after [11:00 a.m. (Eastern Time)] will be treated as if received on the following business day.

Section 609. 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 Account and the Company shall indemnify and hold the Issuer harmless from and against all claims, liabilities of whatsoever nature arising from or relating to the Acquisition Account or the management of the Acquisition Account.

Section 610. Source of Payment of the Bonds. The Bonds and all payments thereon 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 and other security pledged to the payment of the Bonds under this Indenture. The Project Property has been leased under the Lease Agreement and the Basic Rent is to be remitted by the Company directly to the Purchaser on or before each principal payment date and interest payment date, as applicable, subject to the rights of offset set forth in Section 5.05(b) of the Lease Agreement. The Basic Rent is sufficient in amount to ensure 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.

#### ARTICLE VII- PARTICULAR COVENANTS AND PROVISIONS

Section 701. 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 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 out of the Basic Rent (but excluding Additional Payments), proceeds and receipts and other security pledged hereunder, will arise therefrom. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OR OF ANY OF ITS POLITICAL SUBDIVISIONS, OR 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 AND THIS INDENTURE 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 BONDS 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 UNLESS IT SHALL HAVE FIRST BEEN ADEQUATELY INDEMNIFIED

TO ITS SATISFACTION AGAINST THE COST, EXPENSE AND LIABILITY WHICH MAY BE INCURRED THEREBY.

Section 702. 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 without limitation the Act, to issue the Bonds, to execute and deliver this Indenture, to pledge and grant a security interest in the property described in Section 301 of this Indenture and that it has taken all actions required on its part for the issuance of the Bonds, and for the execution and delivery of this Indenture, the Bond Purchase Agreement, the Sublease Agreement and the Lease Agreement.

Section 703. Office or Agency. The Issuer will maintain an office or agency in the Town of Estancia, 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 Clerk of the Issuer will be such agency until further notice.

Section 704. Obligations Under the Lease Agreement. The Issuer: (i) will perform all of its obligations under the Lease Agreement; (ii) will not execute or agree to any change, amendment or modification of or supplement to the Lease Agreement other than as provided in Section 4.02 thereof, except in compliance with a supplement or an amendment duly executed by the Issuer and the Company, with the written approval of the Purchaser and for as long as any obligations are outstanding under the Loan Agreement (as defined in the Lease Agreement) or other loan or obligation in connection with the Company Financing, the Lender or Lenders; 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 Lease Agreement, no authority to enforce any of the rights or remedies of the Purchaser under the Lease Agreement and any actions taken by the Issuer shall be at the expense of the Company.

Notwithstanding the foregoing paragraph, it is the intention of the Lease Agreement that the Company will make payments to the Purchaser for the account of the Issuer, in such amounts and at such times as are necessary to make all payments of principal of, interest on and redemption price of the Bonds in accordance with the terms of the Bond Documents as and when due, and all such payments will be netted against any monies paid and investments made by the Purchaser to the Acquisition Account (including without limitation interest income). The Purchaser will look to the Company for payment of the Bonds and upon the security granted in the Indenture for the obligations of the Company under the Lease Agreement. As described in Section 7.01 of the Lease Agreement, the Issuer will assign and pledge to the Purchaser all right, title and interest of the Issuer in and to the Lease Agreement (except for Unassigned Rights), including without limitation the right to receive payments thereunder.

Section 705. Use and Possession by the Company. The Company will be permitted to possess, use and enjoy the Project Property as provided in the Lease Agreement.

Section 706. 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 Purchaser all the property and revenues and receipts pledged to the payment of the Bonds under this Indenture.

Section 707. Recording of Indenture, Supplemental Indentures and Other Documents. The Company will cause this Indenture, the Sublease Agreement, the Lease Agreement, and all supplements or amendments to this Indenture, as well as all security instruments, financing statements, continuation statements and any other instruments as may be required, to be recorded and 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 the County Clerk of Tarrant County, New Mexico. The Depository and the Issuer will have no responsibility to make any such filings.

#### ARTICLE VIII- DEFAULT AND REMEDIES

Section 801. Events of Default. Each of the following events is a “Default:”

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

(b) An Event of Default under the Lease Agreement occurs and is continuing;  
or

(c) The Company fails to perform any other of its obligations under the Bonds or this Indenture, and such failure continues unremedied for a period of 30 days after the provision by the Issuer or Purchaser of written notice of non-performance, unless the Purchaser or the Issuer, as applicable, shall agree in writing to the extension of such time period prior to its expiration.

Section 802. Acceleration. If a Default has occurred and is continuing, the Purchaser may by notice to the other Parties, declare the then unpaid principal of and all accrued interest on the Bonds payable by the Company, to be immediately due and payable. Upon such declaration the same will be immediately due and payable by the Company; provided, however, that the Purchaser, by written notice to the other Parties, may annul such declaration and destroy its effects and waive any such default if all reasonable charges and expenses of the Issuer and the Depository and their agents and counsel have been paid or provided for.

Section 803. Issuer and Depository not Responsible. Neither the Issuer nor the Depository has any responsibility to act on behalf of the Purchaser with respect to any Default. All rights and remedies arising from or related to any Default are the rights and remedies of the Purchaser; provided that, upon request of the Purchaser, the Issuer, if legally permitted, 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 cost, expense (including any reasonable counsel fees and expenses) or liability the Issuer may incur or suffer as a result of or in connection with such cooperation, subject to the provisions concerning the appointment of a trustee set forth in Article X.

Section 804. Rights and Remedies of Purchaser. The Purchaser will not have the right to initiate 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 a 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 any mortgage or lien imposed by a Lender or Lenders or 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 premium, if any, and interest on the Bonds, 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 provided in this Indenture or in the Bonds.

Section 805. Lender Right to Cure Defaults.

(a) If a Default has occurred and is continuing under this Indenture of which the Company has been notified, the Lender or Lenders or any other mortgagee or assignee of the Company that holds an interest in the Project Property as security, and any other lender in connection with a Company Financing (the “Curing Party”), shall, provided that the Company delivers notice to the Issuer of its intent to cure such Default before the expiration of the applicable cure period set forth in Section 801 (the “Cure Notice”), at any time have the right, but not the obligation, to perform any act necessary to cure any such Default and to prevent the release and discharge of this Indenture. Such right to cure must be performed no later than sixty (60) days following the applicable cure period provided in Section 801.

(b) After receipt of the Cure Notice by the Issuer, the Curing Party shall pay or cause to be paid all monetary charges payable by the Company under this Indenture which have accrued and are unpaid as of the date of the Cure Notice and those which accrue thereafter, and any charges, expenses, fees, and/or penalties that the Issuer may incur as the result of the Default after its receipt of the Cure Notice.

Section 806. Consequential Damages. Notwithstanding any provision contained herein to the contrary, in no event shall the Issuer, the Depositary, the Purchaser or the Company be liable to each other under any provision of this Indenture or the other Bond Documents for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, business interruption damages, loss of use of equipment, costs of capital, cost of temporary equipment or services, whether based in whole or in part in contract or in tort, including negligence, strict liability, or any other theory of liability.

## ARTICLE IX– THE DEPOSITARY

Section 901. 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 with respect to delivery of a certificate of the

Depository under Section 7(e)(viii) of the Bond Purchase Agreement, and no implied covenants or obligations will be read into this Indenture against the Depository.

(b) In the absence of gross negligence or willful misconduct on its part, the Depository may conclusively rely on certificates or notices furnished to the Depository and conforming on their faces to the requirements of this Indenture or the Lease Agreement, as the case may be; but if any such certificates or notices are specifically required to be furnished to the Depository under this Indenture or the Lease Agreement, the Depository will examine the same to determine whether they conform on their faces to the requirements of this Indenture or the Lease Agreement, as the case may be. Without limiting the foregoing, the Depository may rely on information furnished by the Company including as to ownership of the Bonds.

(c) The Company hereby indemnifies and holds harmless the Depository and its officers, directors, employees, representatives and agents from and against any and all loss, liability, cost, damage, expense, obligations, penalties, stamp or other similar taxes, including, without limitation, reasonable counsel fees, which the Depository may suffer or incur by reason of any action, claim or proceeding brought against the Depository arising out of or directly or indirectly 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 gross negligence or willful misconduct of the Depository as determined pursuant to a final, non-appealable judgment of a court of competent jurisdiction. No provision of this Indenture will be construed to relieve the Depository from liability for its own gross negligence or willful misconduct as determined by a final non-appealable order of a court of competent jurisdiction.

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

(e) The Depository 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 Depository, its directors, officers, agents and employees, security or indemnity satisfactory to the Depository against the costs (including without limitation, reasonable fees of attorneys), expenses and liabilities that might be incurred by the Depository in connection therewith.

(f) The Depository shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Depository (including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God or war, civil unrest, local or national disturbance or disaster, any act of terrorism, or the unavailability of the Federal Reserve Bank wire or facsimile or other wire or communication facility).

(g) The Depository shall not be required to expend or risk any of its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties hereunder unless an adequate indemnity against such risk or liability is provided.

(h) The Depositary is authorized to obey and comply with all writs, orders, judgments or decrees issued by a court or an administrative agency having jurisdiction over the matter affecting any money, documents or things held by the Depositary. The Depositary shall not be liable to any of the Parties hereto or any other person by reason of the Depositary's compliance with such writs, orders, judgments or decrees undertaken in good faith.

(i) The Depositary shall be entitled to take any action or to refuse to take any action as required by the Depositary to comply with any applicable law, regulation, or court orders.

Section 902. Compensation. The Company will pay to the Depositary its reasonable fees and charges and all of its reasonable expenses (including reasonable counsel fees and expenses).

Section 903. Qualification. The Depositary must be an [association or a corporation organized and doing business under the laws of the United States of America, be granted trust powers under such laws and be subject to supervision or examination by federal banking authorities]. If at any time the Depositary ceases to be eligible in accordance with the provisions of this Section 903, it will resign immediately in the manner and with the effect specified in Section 904.

Section 904. 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 905.

(b) The Depositary may resign at any time by 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. The costs and expenses (including its attorneys' fees and expenses) incurred by the Depositary in connection with such proceeding shall be paid by the Company.

(c) The Depositary may be removed at any time by the Company by notice to the other Parties.

(d) The Depositary will be automatically removed on the occurrence of the later of (i) the Completion Date and the application of all monies on deposit in the Acquisition Account as provided in Section 606 or (ii) the date on which the Depositary no longer holds funds for payment of Related Costs. No successor Depositary will thereafter be appointed and each reference to the Depositary in this Indenture and the Lease Agreement will thereafter be ineffective.

(e) If the Depositary resigns or is removed (except as provided in subsection (d) of this Section 904), 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.

(f) The entity that served as Depositary and resigned or was removed shall continue to benefit from the indemnification, cost-reimbursement and liability protection provisions of this Agreement with respect to all times during which such entity served as Depositary, except to the extent that its actions constituted gross negligence or willful misconduct.

Section 905. 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 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 and monies held by it under this Indenture to its successor. The Issuer and the Purchaser will execute, acknowledge and deliver any instrument reasonably 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 that is merged or consolidated with or into the Person acting as Depositary, or to which all or substantially all of the corporate trust assets and business of the Depositary may be sold, will automatically become the successor Depositary.

ARTICLE X- SUPPLEMENTS AND AMENDMENTS TO INDENTURE

This Indenture may be supplemented or amended only by one or more instruments executed by the Issuer, the Purchaser, the Company and the Depositary and, for so long as any obligations are outstanding under the [Loan Agreement] and the [Equity Capital Contribution Agreement], the applicable Lender or Lenders. The Depositary will execute any such proposed supplement or amendment on the request of the Purchaser unless the Depositary determines in good faith that its rights or obligations under this Indenture would be adversely affected by such supplement or amendment. If the rights or obligations of the Depositary would be adversely affected by such supplement or amendment, as determined in good faith by the Depositary, the Depositary will have no liability for its refusal to enter into such supplement or amendment. Notwithstanding the generality of the foregoing, if the Purchaser gives notice to the Issuer, the Depositary, and the Company of the Purchaser's desire to have a trustee appointed for the benefit of the Purchaser, to the extent permitted by law the Parties will cooperate in amending this Indenture to facilitate such appointment. Nothing herein is intended to require the Issuer to act in a fiduciary capacity and if the Purchaser transfers the Bonds in compliance with the conditions set forth on the Bonds and if circumstances arise which would so require, the Issuer has the right to request that a trustee be appointed by and at the expense of the Company and the Parties will cooperate in amending this Indenture to facilitate the making of such appointment.

ARTICLE XI- MISCELLANEOUS PROVISIONS

Section 1101. 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 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 by nationally recognized commercial carrier service 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  
                                  P.O. Box 48  
                                  Estancia, NM 87016  
                                  Attention: County Manager

If to the Purchaser:       [INSERT NAME OF PURCHASER]  
                                  c/o Pattern Energy Group 2 LP  
                                  1088 Sansome Street  
                                  San Francisco, CA 94111  
                                  Attention: General Counsel

If to the Company:        Mesa Canyons Wind LLC  
                                  c/o Pattern Energy Group 2 LP  
                                  1088 Sansome Street  
                                  San Francisco, CA 94111  
                                  Attention: General Counsel

If to the Depository:     [INSERT NAME OF DEPOSITARY]  
                                  [ADDRESS]  
                                  [CITY, STATE, ZIP CODE]  
                                  Attention: \_\_\_\_\_  
                                  Fax: \_\_\_\_\_  
                                  Email: \_\_\_\_\_

If to the Lenders\*:       \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  \_\_\_\_\_

\*To be provided after the Closing Date (as defined in the Bond Purchase Agreement).

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 1102. 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. Each such right or remedy is in addition to every other right or remedy provided in any of the Bond Documents or by law. 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 1103. 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 (and, in the case of Section 6.02 of the Lease Agreement only, the Indemnified Persons (as defined therein) and in the case of Section 6 of the Bond Purchase Agreement, the Indemnified Parties (as defined therein) any right, remedy or claim, legal or equitable.

Section 1104. Severability. In case any one or more of the provisions of any of the Bond Documents or of the Bonds is 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 Issuer 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 the Issuer to the full extent permitted by law.

Section 1105. Obligations of Issuer Not Obligations of Officials Individually. All obligations of the Issuer under the Bond Documents and the Bonds will be deemed to be obligations of the Issuer to the full extent permitted by the Constitution and laws of the State. 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, members of the Governing Body) 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 1106. 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 such date.

Section 1107. Execution in Counterparts. Each of the Bond Documents may be executed in multiple counterparts, all of which taken together will constitute one and the same instrument. Delivery of a copy of any of the Bond Documents bearing an original signature by facsimile transmission, by electronic mail in “pdf” form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall have the same effect as physical delivery of the paper document bearing the original signature. “Originally signed” or “original signature” means or refers to a signature that has not been mechanically or electronically reproduced. Any Party may execute any of the Bond Documents by executing any such counterpart of such Bond Document.



Section 1108. Applicable Law. The validity, construction and effect of each of the Bond Documents will be governed by the law of the State applicable to agreements made and to be performed in the State without regard or effect given to conflict of laws rules that would require the application of the laws of any other jurisdiction.

Section 1109. Survival. The provisions of Sections 901 and 902 of this Indenture will survive payment of the Bonds and expiration or earlier termination of this Indenture.

Section 1110. No Violation of Public Policies Regarding Indemnity. To the extent, if at all, that any provision contained herein or in any related documents requiring one Party to indemnify, hold harmless, insure, or defend another Party (including such other Party's employees or agents) is found to be within the scope of NMSA 1978, Section 56-7-1 (2005), as amended from time to time ("Section 56-7-1"), or in any way subject to, or conditioned upon consistency with, the provisions of Section 56-7-1 for its enforceability, then such provision, regardless of whether it makes reference to this or any other limitation provision, shall: (a) not 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 be further modified, if required, by the provisions of Section 56-7-1(B); (b) be enforced only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the indemnitor or its officers, employees or agents; and (c) be further modified, if required, by the provisions of Section 56-7-1(B). Further, despite any other term or condition of this Indenture, to the extent, if at all, that any agreement, covenant, or promise to indemnify another Party (including such Party's employees or agents) contained herein or in any related documents, is found to be within the scope of NMSA 1978, Section 56-7-2 (2003), as amended from time to time ("Section 56-7-2"), or in any way subject to, or conditioned upon consistency with, the provisions of Section 56-7-2, for its enforceability, then, regardless of whether it makes reference to this or any other limitation provision, such agreement is not intended to, and it does not, indemnify such indemnitee against loss or liability for damages arising from: (i) the sole or concurrent negligence of such indemnitee or the agents or employees of such indemnitee; (ii) the sole or concurrent negligence of an independent contractor who is directly responsible to such indemnitee; or (iii) an accident that occurs in operations carried on at the direction or under the supervision of such indemnitee, an employee or representative of such indemnitee or in accordance with methods and means specified by such indemnitee or the employees or representatives of such indemnitee.

Section 1111. Successors. Whenever a Party is referred to in this Indenture, it shall be deemed to include its successors and permitted assigns, and all covenants and agreements in this Indenture will bind and inure to the benefit of such Party's successors and permitted assigns.

Section 1112. Title, Headings. The title and headings of the articles, sections and subsections 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 1113. Non-Merger. The provisions of this Indenture will survive the conveyance of the Project Property to the Issuer, the re-conveyance of the Project Property to the Company,

and all other performances hereunder, and will not be deemed merged in any deed or other instrument or document delivered hereunder.

Section 1114. No Waiver. No waiver of any breach of any covenant or agreement contained herein shall operate as a waiver of any subsequent breach of the same covenant or agreement, and in case of a breach by any Party of any covenant, agreement or undertaking, the non-defaulting Parties may nevertheless accept from the Party in breach any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

Section 1115. Patriot Act. In order to comply with the laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including, without limitation, those relating to the funding of terrorist activities and money laundering, including Section 326 of the USA PATRIOT Act of the United States (“Applicable Law”), the Depository is required to obtain, verify, record and update certain information relating to individuals and entities which maintain a business relationship with the Depository. Accordingly, each of the Parties agree to provide to the Depository, upon its reasonable request from time to time such identifying information and documentation as is readily available for such Party in order to enable the Depository to comply with Applicable Law.

*[Signature pages follow]*







Purchaser:

[INSERT NAME OF PURCHASER],  
a [Delaware] limited liability company

By: \_\_\_\_\_

Name:

Title:

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20[22], by \_\_\_\_\_ as \_\_\_\_\_  
\_\_\_\_\_ of [INSERT NAME OF PURCHASER], a [Delaware] limited liability company.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

EXHIBIT A

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT  
OF 1933, AS AMENDED, OR BY ANY STATE SECURITIES LAW AND  
IS TRANSFERABLE ONLY UPON COMPLIANCE WITH THE  
RESTRICTIVE TERMS PROVIDED BELOW AND IN  
THE INDENTURE REFERRED TO BELOW

No. RA-01

Up to \$959,000,000

United States of America  
State of New Mexico

Torrance County, New Mexico  
Taxable Industrial Revenue Bond  
(Mesa Canyons Wind LLC Project)  
Series 2022A

Registered Owner: [INSERT NAME OF PURCHASER]

<u>MATURITY DATE</u> [MONTH/DAY], 20[52]	<u>INTEREST RATE</u> [4.5%] per annum	<u>ISSUE DATE</u> As of [INSERT DATE], 2022
---------------------------------------------	------------------------------------------	------------------------------------------------

TORRANCE COUNTY, NEW MEXICO, 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 source described below, to [INSERT NAME OF PURCHASER], a [Delaware] limited liability company (together with its successors and assigns, and transferees as permitted below, the “Purchaser”), on the Maturity Date, nine hundred fifty-nine million dollars (\$959,000,000) (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 source, to the Purchaser, interest at the Interest Rate (specified above) on such principal amounts advanced with respect to this Bond from the dates of such advances (computed on the basis of a 360-day year consisting of twelve 30-day months) payable annually on each [MONTH/DAY], beginning [MONTH/DAY], 20[23] until payment of such principal amount. The outstanding principal amount of the Bond plus all interest thereon is due and payable in full on the Maturity Date.

This Bond is issued under and pursuant to the Constitution and laws of the State of New Mexico, particularly NMSA 1978, Sections 4-59-1 to -16 (1975, as amended through 2021), and pursuant to an ordinance duly adopted by the Issuer.

The principal of, interest on and redemption price of this Bond are payable solely from the Basic Rent derived by the Issuer from the Lease Agreement dated as of [CLOSING MONTH] 1, 2022 (the “Lease Agreement”) between the Issuer and Mesa Canyons Wind LLC (the “Company”), which Lease Agreement relates to a certain electric generation facility located in Torrance County, New Mexico, but outside the boundaries of any incorporated municipality, and which revenues have been pledged and assigned by the Issuer to the Purchaser under the

Exhibit A-1



Indenture dated as of [CLOSING MONTH] 1, 2022 (together with any amendments and supplements, the “Indenture”) among the Issuer, the Purchaser, the Company and [INSERT NAME OF DEPOSITARY], as Depositary (the “Depositary”).

Reference is made to the Indenture, the Lease Agreement, and the Bond Purchase Agreement (as defined in the Indenture) 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, the transfer of the Bond, 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. By accepting this Bond, the holder accepts and undertakes to perform all of the obligations of the Purchaser.

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 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.

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 a 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 responsibility to act on behalf of the Purchaser with respect to any Default.

The Purchaser is authorized to endorse on Schedule I attached to this Bond the date and amount of each advance by the Purchaser pursuant to Section 404 of the Indenture and each principal payment on and redemption in part of this Bond and the resulting principal amount. Failure to make any such endorsement or any error in such endorsement will not affect the rights or obligations of the Issuer or the Purchaser.

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 THE 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 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, Board of County Commissioners

[SEAL]

Attest:

\_\_\_\_\_  
County Clerk

(SEAL)

SCHEDULE I  
PRINCIPAL DRAWS

<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

REQUISITION AND CERTIFICATE NO. [ ] (this "Requisition")

To: [INSERT NAME OF PURCHASER]  
c/o Pattern Energy Group 2 LP  
1088 Sansome Street  
San Francisco, CA 94111  
Attention: General Counsel

[INSERT NAME OF DEPOSITARY], as Depositary  
[ADDRESS]  
[CITY, STATE, ZIP CODE]  
Attention: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

The undersigned, pursuant to the Indenture dated as of [CLOSING MONTH] 1, 2022 (the "Indenture"), among Torrance County, New Mexico (the "Issuer"), Mesa Canyons Wind LLC (the "Company"), [INSERT NAME OF PURCHASER] (the "Purchaser") and [INSERT NAME OF DEPOSITARY], as Depositary, requests on behalf of the Company the disbursement of \$\_\_\_\_\_ from the Acquisition Account (as defined in the Indenture) to pay the following Related Costs (or in the case of Requisition and Certificate No. 1, to reimburse the Company for payment of such Related Costs) with respect to the Project (as defined in the Indenture) or to the issuance of the Bonds (as defined in the Indenture), as set forth on Schedule I attached hereto and incorporated herein by this reference:

The undersigned certifies that:

(1) obligations in the stated amounts were incurred or are reasonably expected to be incurred within 30 days for Related Costs and are due and payable (or, in the case of Requisition and Certificate No. 1, if the Company is indicated as the payee, were duly paid by the Company), or will be due and payable by the Company within 30 days and that each item is a proper charge against the Acquisition Account, and has not been the subject of a previous withdrawal from the Acquisition Account;

(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 this 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 or are reasonably expected to be incurred within 30 days, (ii) to the best knowledge of the undersigned, such work was actually performed or such materials or supplies were actually furnished or installed in or about the

Project (or are reasonably expected to be actually performed or actually furnished within 30 days), and (iii) to the best knowledge of the undersigned, 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: \_\_\_\_\_

Authorized Company Representative:

[INSERT NAME OF AUTHORIZED COMPANY REPRESENTATIVE]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

The undersigned, identified as the secured party in the [Deposit Account Control Agreement], countersigns this Requisition and Certificate and submits it to the Depositary.

Secured Party:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Schedule I  
 to Requisition and Certificate No. [\_\_\_\_]  
 [Payments from Torrance County, New Mexico Taxable Industrial Revenue Bonds  
 (Mesa Canyons Wind LLC Project)  
 Series 2022A Acquisition Account]

<u>Payment Date</u>	<u>Amount</u>	<u>Name of Payee</u>	<u>Account to which Payment is to be Made</u>	<u>Purpose/Description</u>
	\$			
	\$ _____ Total Amount of this Requisition			

EXHIBIT C

COMPLETION CERTIFICATE

The undersigned Authorized Company Representative, pursuant to Section 606 of the Indenture dated as of [CLOSING MONTH] 1, 2022 (the “Indenture”), among Torrance County, New Mexico (the “Issuer”), Mesa Canyons Wind LLC (the “Company”), [INSERT NAME OF PURCHASER] (the “Purchaser”) and [INSERT NAME OF DEPOSITARY], as Depositary, states that, except for specified amounts remaining in the Acquisition Account for any Related Costs of the Company shown below and not now due and payable, the Project is complete in all material respects 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 monies in the Acquisition Account to the Company pursuant to Section 606 of the Indenture, the Company will have sole responsibility for the payment of any Related Cost in excess of the amount specified on Schedule I attached hereto and incorporated herein by this reference, to be retained in the Acquisition Account.

DATED: \_\_\_\_\_

Authorized Company Representative:

[INSERT NAME OF AUTHORIZED COMPANY REPRESENTATIVE]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Schedule I  
to Completion Certificate  
Mesa Canyons Wind LLC

Related Costs not yet Due and Payable

<u>Vendor Name</u>	<u>Amount</u>	<u>Description/For</u>
	\$ _____ Total Related Costs Not Yet due and Payable	

## **SUBLEASE AGREEMENT**

This Sublease Agreement (this “Agreement”) is entered into as of [CLOSING DATE], 2022, by and between MESA CANYONS WIND LLC, a Delaware limited liability company (the “Company”), and Tarrant County, New Mexico, a political subdivision existing under the laws of the State of New Mexico (the “Issuer” or “County”). Capitalized terms used in this Agreement, but not defined herein, shall have the meanings assigned to such terms in the Bond Lease (defined below).

### **RECITALS**

WHEREAS, the Company wishes to construct a certain wind project located within the County, but outside the boundaries of any incorporated municipality, for the generation and transportation of electricity (the “Project”) consisting of leased land, easements and other property rights on real property leased by the Company and located within the County but outside the boundaries of any incorporated municipality, which real property is more particularly described on Exhibit A attached hereto (the “Project Site”), and all necessary facilities and equipment, including supporting towers, nacelles, rotors, supporting structures and related improvements (the “Improvements” and together with the Project Site, the “Project Property”), and the Company has requested the Issuer to issue a series of its industrial revenue bonds in connection with the Project; and

WHEREAS, the Company is the lessee under various ground leases and easements in connection with the Project which are referred herein to as the “Project Site Leases” and identified in Exhibit A attached hereto; and

WHEREAS, the Issuer adopted Ordinance No. [\_\_\_\_\_-\_\_] on [September 28, 2022], which authorizes the issuance of its Tarrant County, New Mexico Taxable Industrial Revenue Bonds (Mesa Canyons Wind LLC Project), Series 2022A in a maximum principal amount not to exceed \$959,000,000 (the “Bonds”); and

WHEREAS, in order to facilitate the transaction for issuance of the Bonds, which contemplates a sublease by the Issuer to the Company of the Project Site covered by the Project Site Leases and lease of the Improvements to the Company, the Company and Issuer propose to enter into this Agreement; and

WHEREAS, the Issuer is willing to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement (the “Parties”) agree as follows:

1. Sublease, Lease and Transfer. The Company does hereby (i) sublease and convey to the Issuer, and the Issuer hereby accepts, all of the Company’s rights and none of its obligations under the Project Site Leases and with respect to the Project Site and (ii) lease and

convey to the Issuer, and the Issuer hereby accepts, all of the Company's rights in and to the Improvements and none of the Company's obligations with respect thereto, upon the terms and conditions provided herein. No rent payments will be payable by the Issuer to the Company or to any other party.

2. Limitation of Issuer Liability. The Parties acknowledge that the Company retains all of its obligations under the Project Site Leases and with respect to the Project Property and other fractional property interests related to the Project Property and subleased and leased hereby or to be subleased or leased to Issuer, and the Company agrees to perform and discharge timely and in full all of its duties, obligations and liabilities under the Project Site Leases during the Term (as defined in the Bond Lease (defined below)). The Company and the Issuer agree that the provisions of the Lease Agreement under which the Issuer subleases the Project Site Leases and the Improvements to the Company (the "Bond Lease") with respect to limitations of the Issuer's liability are deemed to apply with respect to this Agreement and the transaction contemplated hereby. The Company hereby agrees to defend, indemnify and hold harmless the Issuer, members of the Board of County Commissioners of Torrance County, New Mexico (the "Governing Body"), and officials, employees and agents of the Issuer, against any claims, costs, liabilities and expenses, including attorney's fees and court costs, arising out of or related to this Agreement, the Project Site Leases, the Project Site, including, but not limited to suits, legal or administrative proceedings, liabilities, damages, claims, 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 the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended), hazardous wastes (as defined in Resource Conservation and Recovery Act of 1976, as amended) or other materials or substances within the meaning of 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 any Improvements located on or used in connection with the Project Site and Project. The insurance maintained by the Company pursuant to the Bond Lease shall be available if necessary for purposes of indemnification of the Issuer under this Agreement, but the amount of such insurance does not limit any liability of the Company hereunder.

3. Bond Lease. Immediately upon effectiveness of this Agreement, the Company and the Issuer will enter into the Bond Lease, pursuant to which the Issuer will sublease the Project Site Leases and the Project Property to the Company, and the terms and conditions of the Bond Lease will govern such arrangement. The Parties intend that this Agreement will remain in effect following execution of the Bond Lease and that neither will be merged into the other. The Issuer and the Company acknowledge that Exhibit A hereto, including without limitation the schedule of Project Site Leases and legal descriptions of the Project Site, may be changed, supplemented, modified, removed, substituted, amended and added to at any time, without the consent of the Issuer, to reflect changes to the property rights held by the Company consistent with the terms of Section 4.02 of the Bond Lease. Notwithstanding any claim or provision in the Project Site Leases, the Company's environmental indemnity contained in Section 4.06 of the Bond Lease shall extend to the Issuer for its protection in connection with its interest in this Agreement.

4. Relationship. Nothing in this Agreement shall be construed as creating a partnership or joint venture between the Issuer and the Company. Nothing in this Agreement

shall be construed to create privity of estate or privity of contract between the Issuer and any lessor or grantor under the Project Site Leases.

5. Representations and Warranties of Company. The Company represents and warrants to the Issuer that:

(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 and under the laws of the State, and has duly authorized the execution, delivery and performance of the Project Site Leases and this Agreement.

(b) The Company has full legal right, power and authority to carry out and consummate the transactions contemplated by the Project Site Leases and this Agreement and to incur and perform the obligations provided for therein and herein, all of which have been duly authorized by all proper and necessary action on the part of the Company. No consent or approval of any public authority or third party is required as a condition of validity of the Project Site Leases or this Agreement except for such approvals and consents that have already been obtained.

(c) The execution, delivery and performance by the Company of the Project Site Leases and this Agreement 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 is bound or any law, rule, regulation, ordinance, order, consent, or decree, applicable to the Company or its properties where such conflict, contravention, violation, breach or default could reasonably be expected to materially adversely affect the ability of the Company to perform its obligations under the Project Site Leases or this Agreement.

(d) The Project Site Leases and this 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) The sublease and lease effected under this Agreement are either permitted under the Project Site Leases or otherwise without the consent of the lessor, grantor or any other party or, if lessor, grantor or other party consent is required under the Project Site Leases or otherwise, the Company has obtained all consent(s) of the applicable lessor, grantor or other third party to the subleasing of the Project Site and lease of the Improvements to the Issuer.

6. Obligations of Issuer. Notwithstanding anything to the contrary in this Agreement, the Company acknowledges and agrees that the Issuer shall have no obligation whatsoever under the Project Site Leases, including any obligation to comply with or perform, or to cause the compliance with or performance of, any of the terms and conditions required to be performed by the Company or other lessee or grantee under the Project Site Leases. The Company hereby acknowledges and agrees that the Company is solely responsible for the performance of the obligations of the lessee or grantee under the Project Site Leases.

7. Binding Agreement and Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives and such successors and assigns as permitted under this Agreement.

8. Execution in Counterparts & Electronic Delivery. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail in “pdf” form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall have the same effect as physical delivery of the paper document bearing the original signature. “Originally signed” or “original signature” means or refers to a signature that has not been mechanically or electronically reproduced.

9. Governing Law. This Agreement and the legal relations of the Parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, without regard to its principles of conflicts of law.

*[Signature pages follow]*



(SEAL)

TORRANCE COUNTY, NEW MEXICO

Attest:

\_\_\_\_\_  
Yvonne Otero, County Clerk

By \_\_\_\_\_  
Ryan Schwebach, Chair  
Board of County Commissioners

STATE OF NEW MEXICO        )  
                                          ) ss.  
COUNTY OF TORRANCE        )

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Ryan Schwebach, as Chair of the Board of County Commissioners of Torrance County, New Mexico, a political subdivision of the State of New Mexico.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



EXHIBIT A

**PROJECT SITE**

**PROJECT SITE LEASES AND  
REAL PROPERTY COVERED BY PROJECT SITE LEASES**

**Torrance County, New Mexico**

**Agreement 1:**

**Landowner:**

DAN R. BELL and CRYSTAL BELL, husband and wife

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated December 6, 2016, entered into by and between Dan R. Bell and Crystal Bell, husband and wife, and Viento Loco LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement recorded on December 8, 2016 as Document No. 002163025, in Book 335, Page 4699, as rerecorded on February 23, 2017 as Document No. 002170495, in Book 336, Page 1549; as assigned to Duran Mesa LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated December 6, 2017, filed of record on December 7, 2017 as Document No. 002173381, in Book 337, Page 4844; as assigned to Cowboy Mesa LLC, a Delaware limited liability company by that certain Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated August 14, 2020, filed of record on August 24, 2020 as Document No. 2202080, in Book 343, Page 4557; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the records of Torrance County, New Mexico.

**Legal Description:**

Township 1 North, Range 13 East (T1N, R13E), N.M.P.M.

- Section 1: W2NW4; NW4SW4; Less 25 acres in the NW4NW4 lying North of County Road CO-13
- Section 3: S2N2; N2S2
- Section 4: All
- Section 9: N2
- Section 10: N2

Township 2 North, Range 13 East (T2N, R13E), N.M.P.M.

- Section 35: All

**Agreement 2:**

**Landowner:**

GALLINA CREEK RANCH, a general partnership

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated December 20, 2016, entered into by and between Gallina Creek Ranch, Randal Biebelle, and Joyce Biebelle and Viento Loco LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement recorded on December 28, 2016 as Document No. 002163212, in Book 335, Page 5228; as assigned to Tecolote Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated December 6, 2017, filed of record on December 7, 2017 as Document No. 002173386, in Book 337, Page 4873; as partially assigned to Red Cloud Wind LLC, a Delaware limited liability company by that certain Partial Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated October 5, 2020, filed of record on October 13, 2020 as Document No. 002202772, in Book 344, Page 2430; as partially assigned to Cowboy Mesa LLC, a Delaware limited liability company, by that certain Partial Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated October 6, 2020, filed of record on October 14, 2020 as Document No. 2202791, in Book 344, Page 2643, as corrected by that certain Scrivener's-Error Affidavit filed of record on December 7, 2020 as Document No. 2203388, in Book 345, Page 670; and as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the records of Tarrant County, New Mexico.

**Legal Description:**

Township 1 North, Range 14 East (T1N, R14E), N.M.P.M.

Section 3: NE4; N2SE4

Section 10: S2NE4; SE4

Section 11: All

Section 14: All

Section 15: All

Section 22: All

Section 23: All

Section 26: All, less and except 3.29 acres, Beginning at a point that lies S 2 deg. 09'10" E., 493.87 feet from the West ¼ of said Section 26, said West ¼ corner being set on survey dated 1/10/94 by Joe M. Sisneros, N.M.P.L.S., #6847; Thence S. 75 deg. 53'10"E., 308.95 feet; Thence S. 12 deg. 54'50"W., 211.20 feet; thence S. 19 deg. 00'55" W., 669.30 feet; thence N. 2 deg. 09'10"W., 914.62 feet to the point of beginning, containing 3.29 acres, more or less.

Section 27: Tract I

N2, Less and Except 22.74 acres to Howell, more particularly described as follows: Beginning at the Eastern most corner of the parcel herein described,

whence the East  $\frac{1}{4}$  corner of said Section 27, bears N. 89 deg. 52'50" E, a distance of 2227.49 feet; thence S. 89 deg. 52'50"W, 2999.90 feet; thence No.00 deg. 20'35"W, 578.98 feet; thence S. 81 deg. 14'39"E, 2136.84 feet; thence S. 76 deg. 30'13"E, 374.15 feet; thence S. 72 deg. 50'22"E, 348.66 feet; thence S. 73 deg. 35'28" E, 202.73 feet to the point of beginning, containing 22.736 acres, more or less, as shown on that certain Plat entitle "Land Division an dProperty Boundary Adjustment of Property of James N. Howell & Gallina Creek Ranch Partnership", prepared by Don Edgington, P.S. #9050 on March 11, 2004, filed for record on April 15, 2004 at 9:40 o'clock, A.M., as document number 2041622, and filed in Cabinet E, Slide 224, Plat Records of Torrance County, New Mexico.

#### Tract II

A portion of land containing 17.044 acres more or less, situate within the South Half of said Section 27, and more particularly described as follows: Beginning at the Northeast corner of the parcel herein described, said corner being the East  $\frac{1}{4}$  corner of said Section 27; thence S. 02 deg. 08'58"E, 667.03 feet; thence N. 73 deg. 37'29"W, 2347.74 feet; thence N. 89 deg. 52'50" E, 2227.49 feet to the point of beginning, as shown on that certain Plat entitled "Land Division an dProperty Boundary Adjustment of Property of James N. Howell & Gallina Creek Ranch Partnership", prepared by Don Edgington, P.S. #9050 on March 11, 2004, filed for record on April 15, 2004 at 9:40 o'clock, A.M., as document number 2041622, and filed in Cabinet E, Slide 224, Plat Records of Torrance County, New Mexico.

**Agreement 3:**

**Landowner:**

ROGELIO HERNANDEZ and OBDULIA YOLANDA HERNANDEZ, husband and wife, and CHRISTEL LONGORIA, Personal Representative of the ESTATE OF JAMES McKIBBEN, deceased

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated May 13, 2019, entered into by and between Rogelio Hernandez and Obdulia Yolanda Hernandez, husband and wife, and Christel Longoria, Personal Representative of the Estate of James McKibben, deceased, and Cowboy Mesa LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement recorded on May 15, 2019 as Document No. 002191105, in Book 340, Page 3205; and as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the records of Torrance County, New Mexico.

**Legal Description:**

Township 1 North, Range 13 East, N.M.P.M.

BEING ALL THAT CERTAIN TRACT WHICH IS A PORTION OF THE WEST ONE-HALF (W1/2) OF SECTION 26 AND A PORTION OF THE SOUTH ONE-HALF (S1/2) OF SECTION 27, T.1N., R.13E., N.M.P.M., TORRANCE COUNTY, NEW MEXICO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED FROM WHICH THE NORTHEAST CORNER SECTION 26 BEARS S 89°16'19" E, A DISTANCE OF 2611.79 FEET;  
THENCE, S 00°48'28" E, A DISTANCE OF 5342.96 FEET;  
THENCE, N 89°56'37" W, A DISTANCE OF 2634.32 FEET;  
THENCE, N 89°56'37" W, A DISTANCE OF 1916.52 FEET;  
THENCE, N 03°12'02" E, A DISTANCE OF 419.59 FEET;  
THENCE, FOLLOWING A CURVE TO THE LEFT WHOSE RADIUS IS 2083.48 FEET, WHOSE ARC LENGTH IS 1314.72 FEET, WHSE CENTRAL ANGLE IS 36°09'17", AND WHOSE CHORD BEARS N 47°36'11" E, A DISTANCE OF 1293.01 FEET;  
THENCE, N 29°30'33" E, A DISTANCE OF 346.78 FEET;  
THENCE, N 29°30'50" E, A DISTANCE OF 4218.75 FEET;  
THENCE, N 29°30'50" E, A DISTANCE OF 100.78 FEET;  
THENCE, S 89°20'54" E, A DISTANCE OF 1198.53 FEET TO THE POINT OF BEGINNING AND CONTAINING 343.986 ACRES AS SURVEYED DURING THE MONTH OF JUNE 2013.

**Agreement 4:**

**Landowner:**

THE HOLLEYMAN FAMILY TRUST CREATED MAY 19, 1993

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated January 5, 2017, entered into by and between The Holleyman Family Trust Created May 19, 1993, and Viento Loco LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement recorded on January 9, 2017 as Document No. 002170087, Book 336, Page 252, and rerecorded on February 22, 2017, as Document No. 002170474, Book 336, Page 1493; as amended by that certain Joinder, Ratification and Assumption of Option Agreement for Land Lease and Wind Easement dated July 24, 2017, filed of record on July 27, 2017 as Document No. 002172083, Book 337, Page 914; as amended by that certain First Amendment to Option Agreement for Land Lease and Wind Easement and First Amendment to Memorandum of Option Agreement for Land Lease and Wind Easement dated July 24, 2017, filed of record on July 27, 2017 as Document No. 002172084, Book 337, Page 926; as assigned to Duran Mesa LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated December 6, 2017, filed of record on December 7, 2017 as Document No. 002173382, Book 337, Page 4849; as amended by that certain Second Amendment to Option Agreement for Land Lease and Wind Easement dated October 26, 2020, filed of record on October 29, 2020 as Document No. 002202967, Book 344, Page 3800; as partially assigned to Cowboy Mesa LLC, a Delaware limited liability company, by that certain Partial Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated October 27, 2020 as Document No. 002202968, Book 344 Page 3808, and corrected by that certain Scrivener's Error Affidavit filed of record on December 7, 2020 as Document No. 2203386, Book 345, Page 660; as assigned to Mesa Canyon Winds LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the records of Torrance County, New Mexico.

**Legal Description:**

Township 3 North, Range 14 East, N.M.P.M.

Section 31: Lots 1, 2, 3, and 4; E2W2; E2

Section 32: SW4SW4

Township 2 North, Range 14 East, N.M.P.M.

Section 5: Lot 4, SW4NW4; W2SW4

Section 6: Lots 1, 2, 3, 4, 5, 6, and 7; SE4NW4; S2NE4; SE4

Township 1 North, Range 13 East, N.M.P.M.

Section 1: NE4; E2NW4; E2SE4; NW4SE4; NE4SW4, a portion of the SW4 of the NE4 more particularly described as follows: BEGINNING at a point on the present

Southeasterly right-of-way line of the El Paso and rock Island Railway Company, which bears South 47° 19' West, 2717.1 feet from the NE corner of Section 1, thence South 51° 58' West, along the said right-of-way line 815.9 feet to a point on the North and South Quarter line of said Section 1; thence South along said North and South Quarter line 253.9 feet to a point; thence North 51° 58' East, 815.9 feet to a point; thence North 253.9 feet to the point and place of beginning.

Less and Except that portion of the NE4 of the NE4 of that portion that lies NW of the Union Pacific Railroad and that part of the Southern NW4 that lies SW of Torrance County Road CO-13 called Torrance Road.

- Section 9: S2
- Section 10: S2
- Section 11: NW4NE4; E2SE4; E2SW4; SW4SW4; NW4SW4
- Section 13: W2; SE4; NW4NE4
- Section 14: All
- Section 15: E2E2; that part of the W2 of the SE4 lying East of the old E.P. and S.W. Railroad, W2; W2NE4; W2SE4; West of the right-of-way
- Section 21: All
- Section 22: W2; W2E2
- Section 24: NE4NE4
- Section 27: N2NW4; NW4NE4
- Section 28: N2

Township 1 North, Range 14 East, N.M.P.M.

- Section 18: S2SW4
- Section 19: N2NW4

Township 2 North, Range 13 East, N.M.P.M.

- Section 1: All
- Section 11: All
- Section 12: All

Township 3 North, Range 13 East, N.M.P.M.

- Section 35: All



**Agreement 5:**

**Landowner:**

FRANK NOBLE HOWELL and DARYL JAMES HOWELL

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated December 16, 2016, entered into by and between James Noble Howell and Viento Loco LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement recorded on December 28, 2016 as Document No. 002163214, Book 335, Page 5239; as assigned to Cowboy Mesa LLC, a Delaware limited liability company, by and through that certain Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated December 6, 2017, filed of record on December 7, 2017 as Document No. 002173385, in Book 337, Page 4867; as amended by that certain Joinder, Ratification and Assumption of Option Agreement for Land Lease and Wind Easement dated October 5, 2020, filed of record on October 13, 2020, as Document No. 002202775, in Book 344, Page 2472; as partially assigned to Tecolote Wind LLC, a Delaware limited liability company, by and through that certain Partial Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated October 6, 2020, filed of record on October 14, 2020, as Document No. 2202792, in Book 344, Page 2656; and as assigned to Mesa Canyon Winds LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the records of Torrance County, New Mexico.

**Legal Description:**

Township 1 North, Range 13 East, N.M.P.M.

Section 24: SE4SE4

Township 1 North, Range 14 East, N.M.P.M.

Section 3: NW4; N2SW4

Section 4: E2

Section 16: All

Section 17: All

Section 19: S2S2

Section 20: All

Section 21: All

Section 26: S2, a portion thereof as described in Book 278, Page 3467

Section 27: N2, a portion thereof as described in Book 302, Page 724; S2, less a portion thereof as described in Book 302, Page 725

Section 28: All

Section 29: S2

Section 30: N2; N2S2

Township 2 North, Range 14 East, N.M.P.M.

Section 28: E2  
Section 33: NE4  
Section 34: NW4

**Agreement 6:**

**Landowner:**

TIMOTHY BRYANT KEELIN, a married man dealing in his sole and separate property, and JAMES ANDREW KEELIN, a single man

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated November 8, 2018, entered into by and between Timothy Bryant Keelin, a married man dealing in his sole and separate property, and James Andrew Keelin, a single man, and Cowboy Mesa LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement recorded on November 14, 2018 as Document No. 002183035, in Book 339, Page 4305; and as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the records of Torrance County, New Mexico.

**Legal Description:**

Township 1 North, Range 13 East (T1N, R13E), N.M.P.M.

Section 25: All

Section 26: SE4

**Agreement 7:**

**Landowner:**

ZACHARY D. GRAHAM, a married man as his sole and separate property, and  
JEFFREY D. GRAHAM, a married man as his sole and separate property

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated March 15, 2019, entered into by and between Christel Longoria and Ben Longoria, her husband, and Cowboy Mesa LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement recorded on March 21, 2019 as Document No. 002190579, in Book 340, Page 1541; as assigned from Christel Longoria and Ben Longoria, husband and wife, to Zachary D. Graham, a married man as his sole and separate property, and Jeffrey D. Graham, a married man as his sole and separate property, by that certain Memorandum of Assignment and Assumption of Option Agreement dated February 9, 2021, filed of record on February 18, 2021 as Document No. 2210498, in Book 346, Page 3180; and as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the records of Torrance County, New Mexico.

**Legal Description:**

Township 1 North, Range 13 East (T1N, R13E), N.M.P.M.  
TRACT I

BEING ALL THAT CERTAIN TRACT WHICH IS A PORTION OF SECTION 26 SECTION 27, T.1N., R.13E., N.M.P.M., TORRANCE COUNTY, NEW MEXICO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF TRACT B WHICH IS THE NORTHEAST CORNER OF SAID SECTION 27;  
THENCE, N 89°20'54" W, A DISTANCE OF 1188.64 FEET;  
THENCE, S 29°30'50" W, A DISTANCE OF 4209.51 FEET;  
THENCE, N 29°31'01" E, A DISTANCE OF 196.73 FEET;  
THENCE, FOLLOWING A CURVE TO THE RIGHT WHOSE RADIUS IS 2291.83 FEET, WHOSE ARC LENGTH IS 1244.54 FEET, WHOSE CENTRAL ANGLE IS 31°06'49", AND WHOSE CHORD BEARS S 45°05'17" W, A DISTANCE OF 1229.31 FEET;  
THENCE, S 74°20'12" W, A DISTANCE OF 896.98 FEET;  
THENCE, S 69°57'30" W, A DISTANCE OF 615.12 FEET;  
THENCE, N 25°00'19" E, A DISTANCE OF 586.24 FEET;  
THENCE, FOLLOWING A CURVE TO THE RIGHT WHOSE RADIUS IS 5629.56 FEET, WHOSE ARC LENGTH IS 709.23 FEET, WHOSE CENTRAL ANGLE IS 07°13'06", AND WHOSE CHORD BEARS N 28°31'32" E, A DISTANCE OF 708.77 FEET;

THENCE, S 89°44'22" E, A DISTANCE OF 132.31 FEET;  
THENCE, N 00°06'31" E, A DISTANCE OF 202.12 FEET;  
THENCE, FOLLOWING A CURVE TO THE RIGHT WHOSE RADIUS IS 5629.56 FEET,  
WHOSE ARC LENGTH IS 218.84 FEET, WHOSE CENTRAL ANGLE IS 02°13'38", AND  
WHOSE CHORD BEARS N 35°42'15" E, A DISTANCE OF 218.83 FEET;  
THENCE, N 36°49'04" E, A DISTANCE OF 466.65 FEET;  
THENCE, FOLLOWING A CURVE TO THE LEFT WHOSE RADIUS IS 5629.58 FEET,  
WHOSE ARC LENGTH IS 709.13 FEET, WHOSE CENTRAL ANGLE IS 06°58'11", AND  
WHOSE CHORD BEARS N 33°22'24" E, A DISTANCE OF 708.70 FEET;  
THENCE, S 89°31'58" E, A DISTANCE OF 505.64 FEET;  
THENCE, N 00°14'32" W, A DISTANCE OF 1141.16 FEET;  
THENCE, FOLLOWING A CURVE TO THE LEFT WHOSE RADIUS IS 5629.58 FEET,  
WHOSE ARC LENGTH IS 1576.89 FEET, WHOSE CENTRAL ANGLE IS 15°29'54", AND  
WHOSE CHORD BEARS N 09°54'18" E, A DISTANCE OF 1572.09 FEET;  
THENCE, S 89°06'41" E, A DISTANCE OF 1007.28 FEET TO THE POINT OF BEGINNING  
AND CONTAINING 176.351 ACRES AS SURVEYED DURING THE MONTH OF JUNE  
2013.

## TRACT II

BEING ALL THAT CERTAIN TRACT WHICH IS A PORTION OF THE NORTHWEST  
ONE-QUARTER (NW1/4) OF THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION  
27, T.1N., R.13E., N.M.P.M., TORRANCE COUNTY, NEW MEXICO, AND BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED  
FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 27 BEARS N 89°06'41"  
W, A DISTANCE OF 3852.89 FEET;  
THENCE, S 89°06'41" E, A DISTANCE OF 76.96 FEET;  
THENCE, FOLLOWING A CURVE TO THE RIGHT WHOSE RADIUS IS 5629.58 FEET,  
WHOSE ARC LENGTH IS 722.39 FEET, WHOSE CENTRAL ANGLE IS 07°21'08", AND  
WHOSE CHORD BEARS S 05°52'37" W, A DISTANCE OF 721.90 FEET;  
THENCE, N 00°14'32" W, A DISTANCE OF 719.30 FEET TO THE POINT OF BEGINNING  
AND CONTAINING 0.763 ACRES AS SURVEYED DURING THE MONTH OF JUNE 2013.

**Agreement 8:**

**Landowner:**

GERALD R. PERKINS and SHERRILL D. BRADFORD, Co-Trustees of the PERKINS FAMILY TRUST, established April 20, 1993

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated December 6, 2016, entered into by and between Gerald R. Perkins and Sherrill D. Bradford, Co-Trustees of the Perkins Family Trust, established April 20, 1993, and Cowboy Mesa LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement recorded on December 8, 2016 as Document No. 002163024, Book 335, Page 4692; as partially assigned to Red Cloud Wind LLC, a Delaware limited liability company, by that certain Partial Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated October 15, 2020, filed of record on October 20, 2020 as Document No. 2202859, in Book 344, Page 3320; and as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the records of Torrance County, New Mexico.

**Legal Description:**

Township 1 North, Range 13 East (T1N, R13E), N.M.P.M.

Section 34: E2NE4

Section 35: All

Section 36: All

Township 1 North, Range 14 East (T1N, R14E), N.M.P.M.

Section 31: S2SW4; S2SE4; NE4NW4; S2NW4; NE4; N2S2; NW4NW4 (Lot 1)

Section 32: All

**Agreement 9:**

**Landowner:**

JOHN E. TRACEY

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated May 17, 2017, entered into by and between John E. Tracey and Viento Loco LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement recorded on May 22, 2017 as Document No. 002171419, in Book 336, Page 3868; as assigned to Cowboy Mesa LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated December 6, 2017, filed of record on December 7, 2017 as Document No. 002173384, in Book 337, Page 4862; and as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Option Agreement for Land Lease and Wind Easement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the records of Torrance County, New Mexico.

**Legal Description:**

Township 1 North, Range 14 East (T1N, R14E), N.M.P.M.

Section 18: NE4; E2SE4

Section 19: N2NE4

Section 29: N2

Section 30: S2S2



**Agreement 10:**

**Landowner:**

BENNIE M. SUMNER, a single man as to his separate property

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated October 19, 2017, entered into by and between Bennie M. Sumner, a single man as to his separate property, and Viento Loco LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement recorded on October 24, 2017 as Document No. 002172936, in Book 337, Page 3732; and as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the records of Torrance County, New Mexico.

**Legal Description:**

Township 1 North, Range 13 East, N.M.P.M.

Section 22: E2E2

Section 23: All

Section 24: W2

**Agreement 11:**

**Landowner:**

DAWN D. JOHNS, a single woman

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated June 8, 2017, entered into by and between Dawn D. Johns and Viento Loco LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement recorded on June 15, 2017 as Document No. 002171646, in Book 336, Page 4474; and as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the records of Torrance County, New Mexico.

**Legal Description:**

Township 1 North, Range 14 East, N.M.P.M.

Section 18: SW4SE4

**Agreement 12:**

**Landowner:**

JAMES H. ROSE and MICHELE N. ROSE, husband and wife

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated January 17, 2017, entered into by and between James H. Rose and Michele N. Rose, husband and wife, and Viento Loco LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement recorded on January 19, 2017 as Document No. 002170180, in Book 336, Page 512; and as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the records of Torrance County, New Mexico.

**Legal Description:**

Township 1 North, Range 12 East, N.M.P.M.

- Section 4: S2
- Section 9: N2; SE4
- Section 10: All
- Section 11: All
- Section 12: E2
- Section 14: W2
- Section 15: All, except a tract of 0.336 acres out of the SE4SE4 conveyed to American Telephone & Telegraph Company, described by metes and bounds in that certain Warranty Deed dated November 14, 1963, which is recorded in Book 149 at page 491 of the Deed Records of Torrance County, New Mexico

Township 1 North, Range 13 East, N.M.P.M.

- Section 7: Lots 1, 2, 3, 4; E2W2; E2
- Section 8: All
- Section 17: N2N2; S2NE4; E2SE4
- Section 18: Lots 1, 2, 3; E2NW4; NE4SW4; N2SE4

**Agreement 13:**

**Landowner:**

SHARON D. HANNA, a single woman

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated February 20, 2019, entered into by and between Sharon D. Hanna, a single woman, and Viento Loco LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement recorded on February 28, 2019 as Document No. 002190433, in Book 340, Page 1211; and as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the records of Torrance County, New Mexico.

**Legal Description:**

Township 2 North, Range 13 East, N.M.P.M.

Section 27: 32 acres in the SE4

Section 34: E2

**Agreement 14:**

**Landowner:**

RAD ENTERPRISES, LLC, a Texas limited liability company

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated December 16, 2016, entered into by and between Rad Enterprises, LLC, a Texas limited liability company, and Viento Loco LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement recorded on December 28, 2016 as Document No. 002163213, in Book 335, Page 5234, rerecorded on January 30, 2019 as Document No. 002190178, in Book 340, Page 569; and as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the records of Torrance County, New Mexico.

**Legal Description:**

TRACT ONE:

All that certain lot, tract or parcel of land being all of Sections Five (5) and Six (6) in Township One (1) North of Range Thirteen (13) East of N.M.P.M. and all of Section One (1) and the West half of Section Twelve (W ½ 12) in Township One (1) North Range Twelve (12) East of the N.M.P.M. containing twenty-two hundred forty (2240) acres, more or less, according to the Government survey thereof and being the same property described in Warranty Deed dated April 17, 1959 by H.B. Colbaugh, a/k/a Hank B. Colbaugh and his wife, Esther Colbaugh and Willis Brunson and his wife, Nettie Ann Brunson, which was recorded in Book 121, Page 316 in the Records of Torrance County, New Mexico, on May 8, 1959.

TRACT TWO:

All that certain lot, tract or parcel of land being the North One-half (N ½) of Section 4, Range 12 East, Township 1 North, N.M.P.M. and the South West (SW ¼) of Section 34, Range 12 East, Township 2 North, N.M.P.M. and all of Section 3, Range 12 East, Township 1 North, N.M.P.M. and the South East ¼ (SE ¼) of Section 33, Range 12 East, Township 2 North, N.M.P.M. and being the same property described in Warranty Deed dated October 27, 1964 between Anna Belle Husband and Willis w. Brunson and wife, Nettie A. Brunson which was recorded in Book 156, Page 477 in the Records of Torrance County, New Mexico, on October 30, 1964.

SAVE AND EXCEPT:

A narrow tract of land situated starting at the NW Corner of Section 1, Township 01 North, Range 12 East, NMPM, going south 250' to Torrance Road (CR 2013);

Thence a distance of 15,837' East along Torrance Road to a point 123' south of the NE Corner of Section 5, Township 01 North, Range 13 East;

Thence a distance of 123' North to the NE Corner of Section 5, Township 01 North, Range 13 East;

Thence a distance of 15,837' West to the place of beginning. Containing 61.5 acres more or less.

**Agreement 15:**

**Landowner:**

LAZY LJ RANCH, LLC, a New Mexico limited liability company

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated December 6, 2016, entered into by and between Lazy LJ Ranch, LLC, a New Mexico limited liability company, and Viento Loco LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement recorded on December 8, 2016 as Document No. 002163023, in Book 335, Page 4686; as amended by that certain Notice of Partial Termination of Option Agreement for Land Lease and Wind Easement and Partial Termination of Memorandum of Option Agreement for Land Lease and Wind Easement dated June 30, 2022, filed of record on July 5, 2022 as Document No. 2222094, in Book 351, Page 3503; and as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the records of Torrance County, New Mexico.

**Legal Description:**

Township 2 North, Range 13 East, N.M.P.M.

- Section 3: All
- Section 4: All
- Section 5: All
- Sectoin 8: All
- Section 9: All
- Section 10: All
- Section 14: All
- Section 15: All
- Section 17: All
- Section 20: All
- Section 21: All
- Section 22: All
- Section 23: All
- Section 26: All
- Section 27: All, less 32 acres of the SE4
- Section 28: All
- Section 29: N2N2
- Section 33: All
- Section 34: W2

Township 3 North, Range 13 East, N.M.P.M.

- Section 32: S2SE4
- Section 33: All



Section 34: All

Township 2 North, Range 12 East, N.M.P.M.

Section 35: SE4SE4

Township 1 North, Range 12 & 13 East, N.M.P.M.

A narrow tract of land situate starting at the NW corner of Section 1, Township 01 North, Range 12 East, NMPM, going south 250' to Torrance road (CR C013);

Thence a distance of 15837' East along Torrance Road to a point 123' south of the NE corner of Section 5, Township 01 North, Range 13 East.

Thence a distance of North 123' to the NE corner of Section 5, Township 01 North, Range 13 East;

Thence a distance of 15837' West to the place of beginning. Containing 61.5 acres, more or less.

**Agreement 16:**

**Landowner:**

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

**Landowner Documents:**

Business Lease EW-0093 dated June 27, 2022, entered into by and between Pattern SC Holdings LLC, a Delaware limited liability company, and New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, as evidenced of record by that certain Memorandum of Business Lease EW-0093 filed of record on July 11, 2022 as Document No. 2222130, in Book 351, Page 3638; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment of State Business Lease dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 1 North, Range 12 East, N.M.P.M.

Section 2: Lots 1, 2, 3, 4; S2N2; S2

Section 16: All

Township 1 North, Range 13 East, N.M.P.M.

Section 2: Lots 1, 2, 3, 4; S2N2; S2

Section 3: Lots 1, 2, 3, 4; S2S2

Section 11: NE4NE4; S2N2; N2NW4; W2SE4

Section 16: All

Section 18: NE4

Township 2 North, Range 12 East, N.M.P.M.

Section 14: W2

Section 25: S2N2; S2

Section 36: All

Township 2 North, Range 13 East, N.M.P.M.

Section 16: All

Section 29: S2N2; S2

Section 30: Lots 2, 3, 4; S2NE4; SE4NW4; E2SW4; SE4

Section 31: Lots 1, 2, 3, 4; NE4; E2W2; SE4

Section 32: All

**Agreement 17:**

**Landowner:**

NEW MEXICO COMMISSIONER OF PUBLIC LANDS, the acting trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310

**Landowner Documents:**

Business Lease EW-0056 dated June 1, 2020, entered into by and between Cowboy Mesa LLC, a Delaware limited liability company, and New Mexico Commissioner of Public Lands, the acting Trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, as evidenced of record by that certain Memorandum of Business Lease EW-0056 filed of record on September 28, 2020 as Document No. 002202592, in Book 344, Page 1723; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company by that certain Assignment of State Business Lease dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the Records of Torrance County, New Mexico

**Legal Description:**

Township 1 North, Range 13 East, N.M.P.M.

Section 1: NE4NE4; S2SW4; SW4SE4  
Section 12: W2; N2NE4  
Section 13: SW4NE4

Township 1 North, Range 14 East, N.M.P.M.

Section 4: W2  
Section 5: NE4NE4  
Section 6: N2NW4; SW4NW4; NW4SW4  
Section 7: E2; SW4; E2NW4; SW4NW4  
Section 8: N2NW4

Township 2 North, Range 14 East, N.M.P.M.

Section 28: SW4  
Section 31: NW4SE4  
Section 32: NE4; E2SE4  
Section 33: S2; NW4

**Agreement 18:**

**Landowner:**

NOLAN F. TRACEY and his wife, BONNIE L. TRACEY

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated June 19, 2017, entered into by and between Nolan F. Tracey, a married man dealing in his sole and separate property; being joined pro forma by his wife, Bonnie L. Tracey, and Viento Loco LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on June 21, 2017 as Document No. 002171713, in Book 336, Page 4660; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the records of Torrance County, New Mexico.

**Legal Description:**

Township 1 North, Range 13 East, N.M.P.M.

Section 12: S2NE4; SE4

Section 13: E2NE4

**Agreement 19:**

**Landowner:**

NOLAN F. TRACEY and his wife, BONNIE L. TRACEY; RHONDA GARLICK; and FORREST TRACEY

**Landowner Documents:**

Option Agreement for Land Lease and Wind Easement dated July 18, 2017, entered into by and between Nolan F. Tracey, a married man dealing in his sole and separate property; being joined pro forma by his wife, Bonnie L. Tracey; Rhonda Garlick, Individually and as her sole and separate property; and Forrest Tracey, Individually and as his sole and separate property, and Viento Loco LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Option Agreement for Land Lease and Wind Easement filed of record on July 19, 2017 as Document No. 002172005, in Book 337, Page 714; as assigned to Mesa Canyons Wind LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Land Agreement dated \_\_\_\_\_, 2022, filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_; all in the records of Torrance County, New Mexico.

**Legal Description:**

Township 1 North, Range 14 East, N.M.P.M.  
Section 18: NW4; N2SW4; N2W2; SE4

**Agreement 20:**

**Landowner:**

ANCHO WIND LLC, a Delaware limited liability company

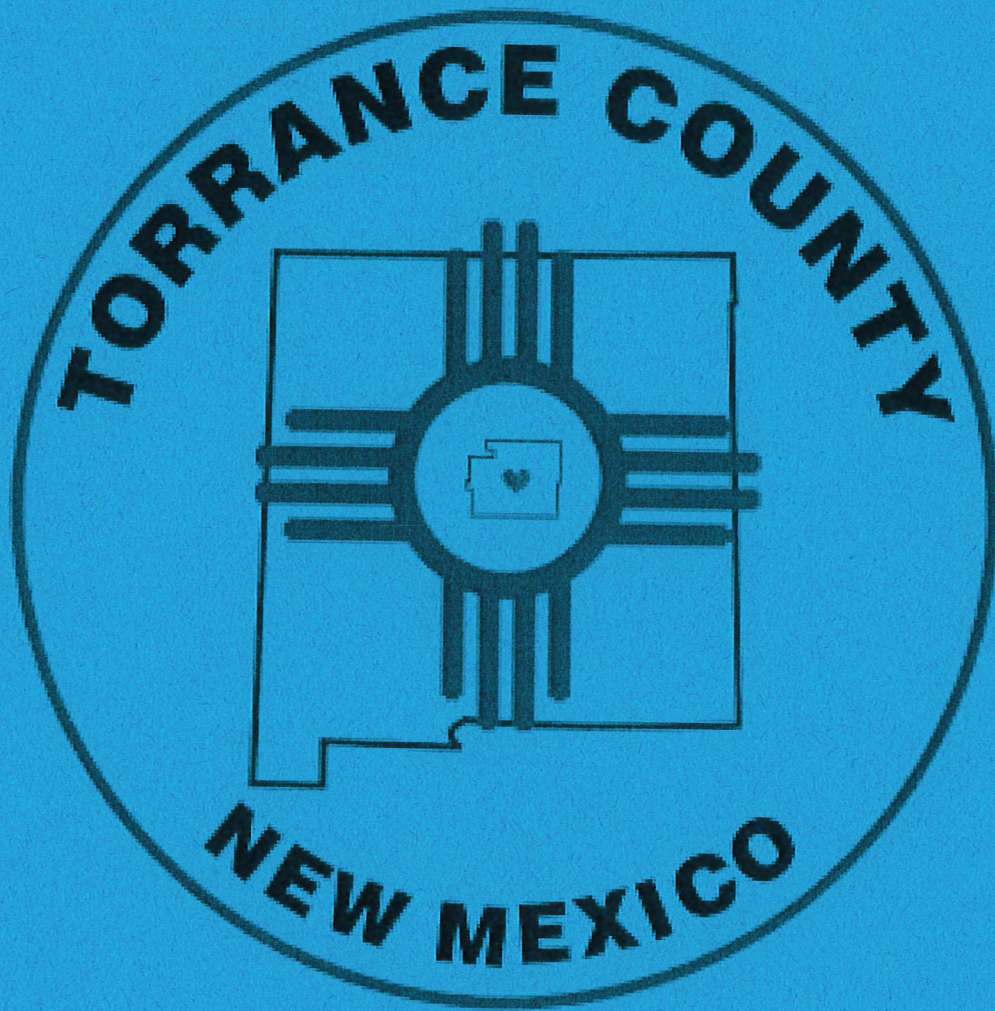
**Landowner Documents:**

Agreement and Option to Purchase Easements dated \_\_\_\_\_, 2022, entered into by and between Ancho Wind LLC, a Delaware limited liability company, and El Corazon Wind LLC, a Delaware limited liability company, as evidenced of record by that certain Memorandum of Agreement and Option to Purchase Easements filed of record on \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_, in the Records of Torrance County, New Mexico

**Legal Description:**

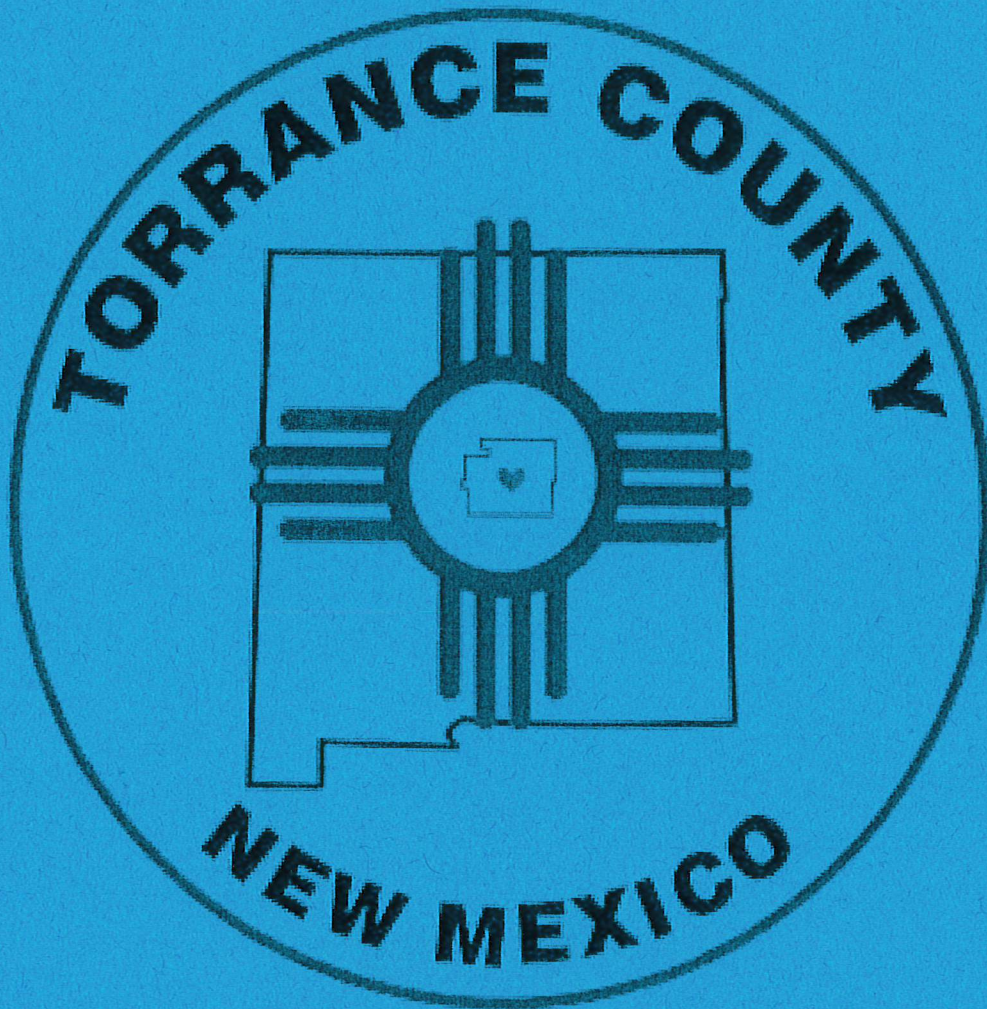
Tract designated "B-2" located in S2 of Section 33, T2N, R13E, N.M.P.M., Lands of Lazy LJ Ranch, LLC, dated August 4, 2021, filed for record on March 4, 2020, as document number 2200545, filed in Cabinet G, Slide 118, Plat Records of Torrance County, New Mexico





*Agenda Item  
No. 11*





*Agenda Item  
No. 12-A*



#### Brief Project Overview and Purpose:

The purpose of this project is to aid Torrance County in updating our Community Wildlife Protection Plan. Torrance County has been greatly impacted by the damage and loss caused by wildfires in the past and our goal is to decrease hazards that may contribute to a wildfire in the community. Funding from the Community Wildfire Defense Grant would allow Torrance County the opportunity to properly update the CWPP and continue to protect our residents from the threats caused by wildfires.

#### Budget:

Grant funds will be spent hiring a firm to officially write the TCCWPP using the information compiled by Torrance County.

#### Accomplishments:

Torrance County wishes to accomplish the following:

- Prioritize fuel reduction in high-risk areas such as homes that are located in the Wildlife Urban Interface (WUI).
- Update the Torrance County Hazard Mitigation Plan
- Improve treatments of structural ignitability

#### Collaboration:

Torrance County will work with the following entities, when updating the Community Wildlife Protection Plan to ensure that we are creating the best plan for Torrance County and its' residents.

- Claunch-Pinto Soil and Water Conservation District
- East Torrance Soil and Water Conservation District
- Edgewood Soil and Water Conservation District
- United States Forest Service
- Bureau of Land Management
- Torrance County Landowners and Residents

#### Landscape Impacts:

**Project Sustainability:**

Torrance County is taking the necessary steps to maintain a sustainable CWPP. We are currently working to update our Hazard Mitigation Plan and Emergency Operations Plan, of which, both plans are relevant aspects of ensuring the CWPP stays current.

Maintenance of the CWPP will be completed by Torrance County Emergency management along with the Torrance County Fire Department

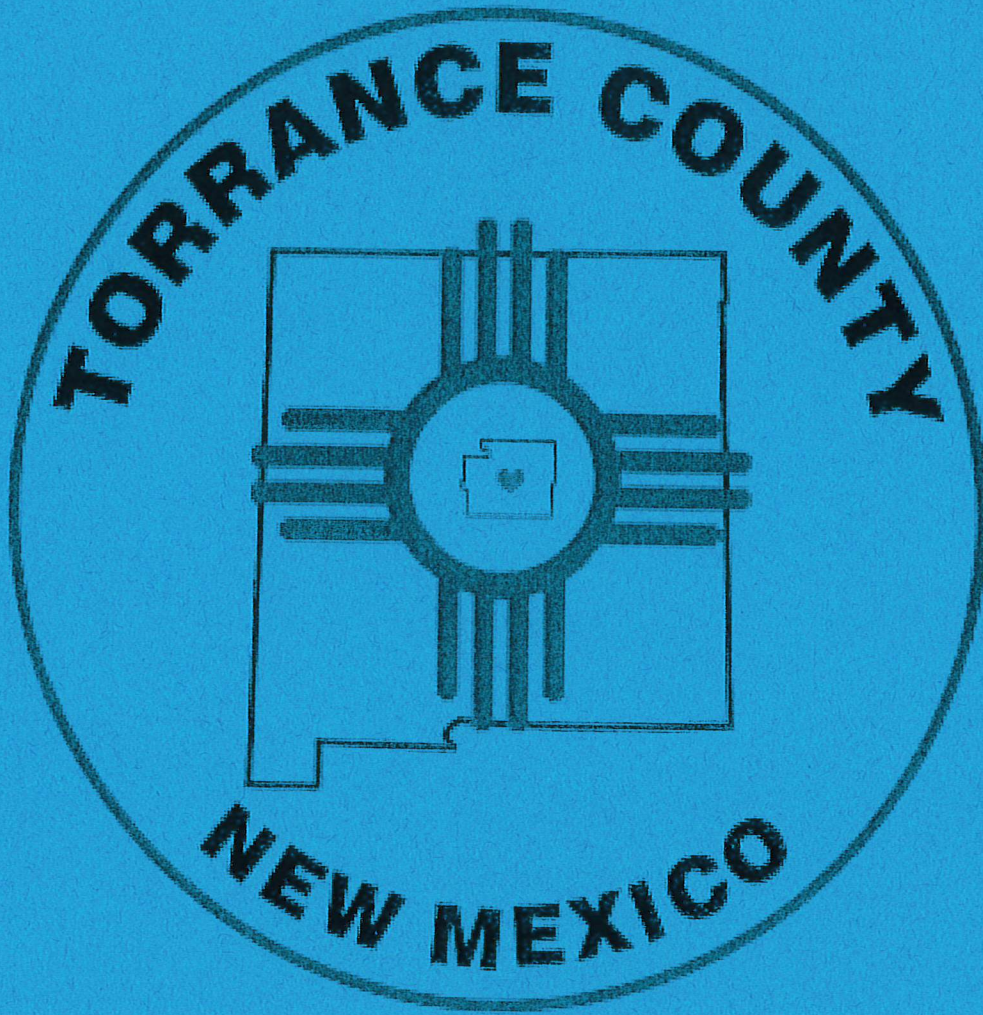
**Low Income Community:**

Based on the 2016-2022 Census the Median Household Income in Torrance County is \$38,240. The Median House Income for the state of New Mexico is \$50,822 and the Median Household Income for the United States is \$68,400.

**Affected by a Severe a Disaster:**

**Area of Wildfire Hazard Potential:**





*Agenda Item  
No. 13-A*





# Duke Energy Progresso Solar Project

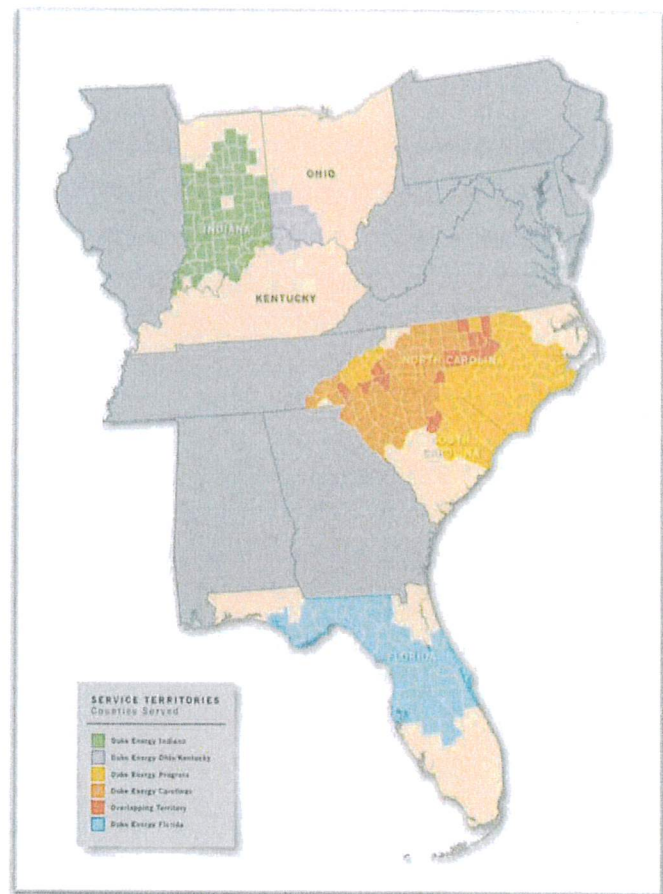
Torrance County NM





## Duke Energy and Duke Energy Renewables

- 7.4 million customers in seven states
- Headquartered in Charlotte, NC
- Over 100 years of operation
- A Fortune 125 company; NYSE listed (DUK) (A-/Baa1)
- Dow Jones Sustainability North America Index for 12 consecutive years
- 100 Best Corporate Citizens by Corporate Responsibility magazine for 5 of the past 6 years
- 31,000 employees
- 52 GW of generating capacity
- \$150B+ of assets
- Considering sale of Renewables Company to become independent operator
- DCP example





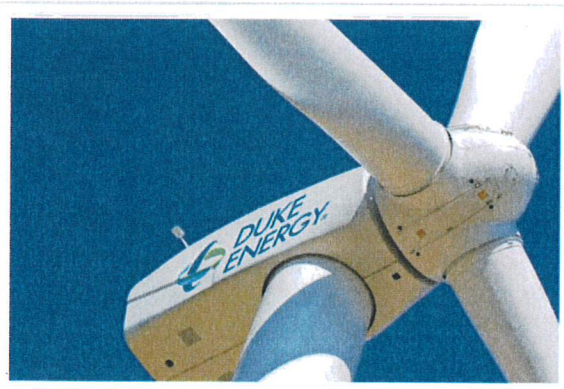


## Duke Energy Renewables – Technologies



### Solar

- Business model: develop/acquire, build, own, operate solar projects throughout the U.S.
  - Primary focus on utility-scale PV projects
  - Also distributed-generation-scale projects through sister company, REC Commercial Solar
- **Currently 55 operating facilities totaling 1,330 MW**
- **Operate Caprock Solar in Quay County NM**

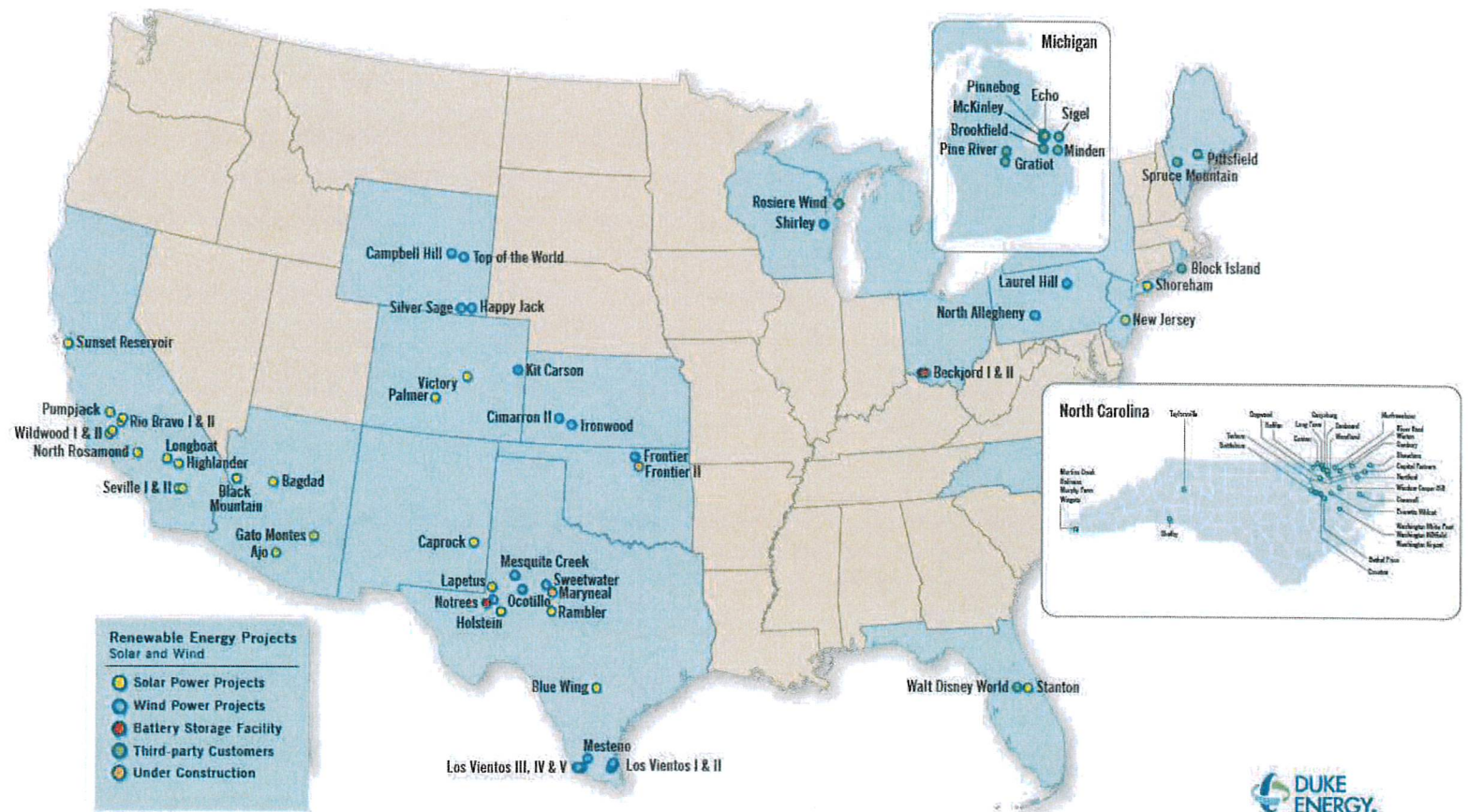


### Wind

- Business model: develop/acquire, build, own, operate utility-scale windpower facilities throughout the U.S.
- Acquired Tierra Energy (2007), Catamount Energy (2008), and Outland Energy Services (2012) to establish platform of operating and development assets with O&M services offering
- **Currently 23 operating facilities totaling 3,043 MW**
- Additional projects under construction



# Portfolio



Duke Energy Renewables  
©2020 Duke Energy Corporation. 1301845-0 8/20

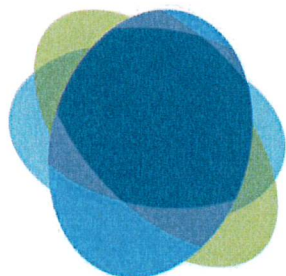
A wide-angle photograph of a solar farm, showing rows of solar panels stretching across a green field under a clear sky.

## Jeff Neves, Business Development Director

- Experienced developer of 3,100 MW of renewable energy projects across North America
- Leading development of 1,000+ MW of solar projects in TX, NM and Midwest US
- Member of development team for largest single owner renewable site in TX, 2<sup>nd</sup> in US
- Over 14 years in Energy Industry



## Development Partner - Amshore Renewable Energy



**AMSHORE**<sup>®</sup>  
RENEWABLE ENERGY

- **20 years:** in renewable energy development
- **9 years:** partnered with Duke Energy
- **2.9 gigawatts:** renewable power developed
- **500,000+ acres:** leased for projects
- **\$4B:** invested in Amshore-originated projects
- **100+ years:** combined development team experience
- **Services:** project evaluation, land, regulatory, external affairs, owner's representative, value-added technologies
- **Headquarters:** Dallas, Texas, USA
- **Website:** [www.amshore.com](http://www.amshore.com)



## Progreso Solar- Progreso, Torrance County, New Mexico

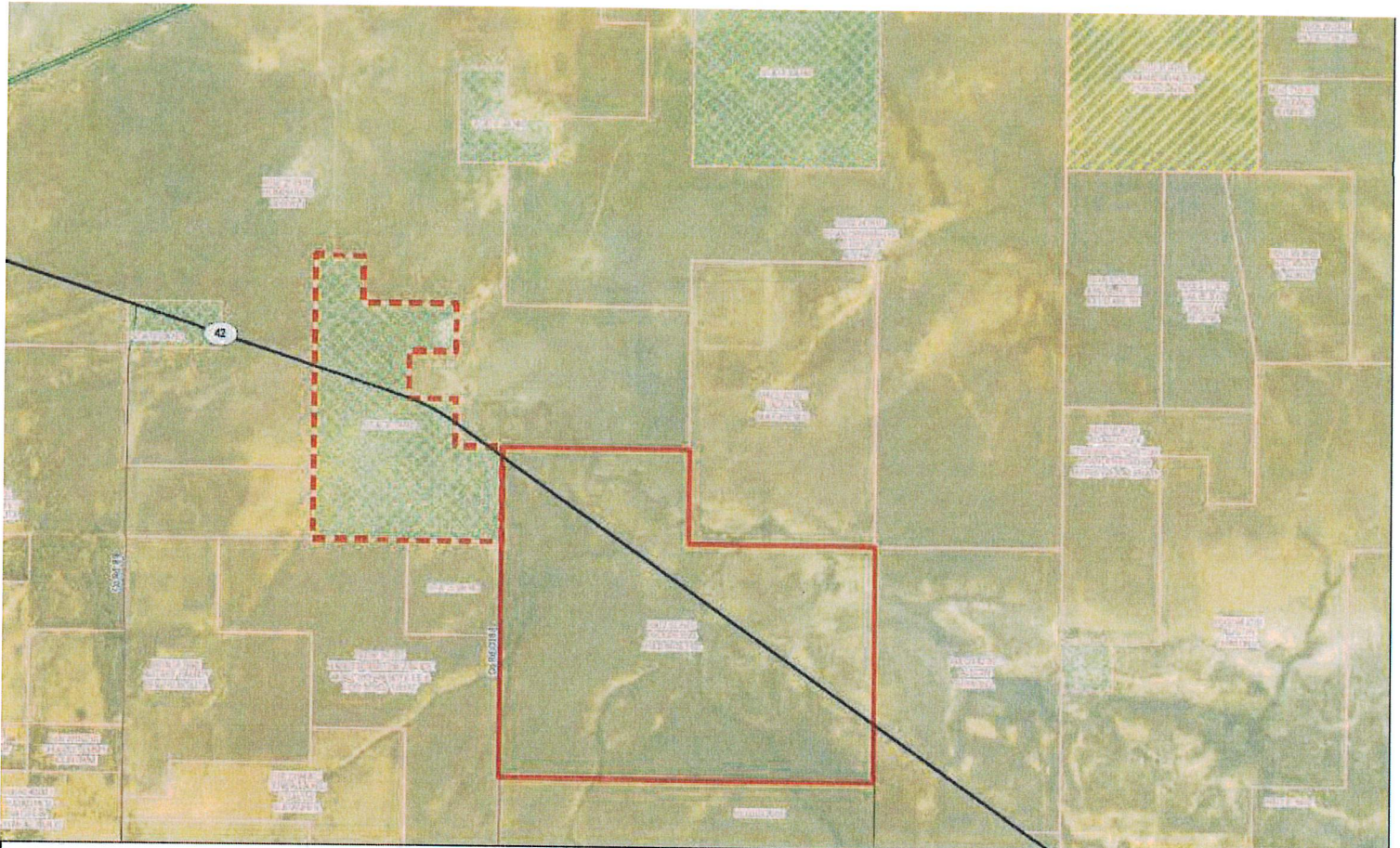
---

- 75 MW PV site in Tri-State system- 2,000 acres under lease
- Progreso site sits on 115kV Willard/ Torrance system
- Currently in TriState queue for 2025 COD and bid into Tristate RFP 9/16/22



- Potentially \$100,000,000+ investment
- Met station installed 2022, geotechnical and environmental underway, no fatal flaws





**LEGEND**

- Prospect Area (~2,400 acres)
  - Original (~1,900 acres)
  - State Land Expansion (~480 acres)
- Proposed Western Split Transmission Line
- Land Parcel (Tarrant County Assessor)
- State Trust Land Ownership Estate (New Mexico State Land Office)
  - Surface and Subsurface
  - Surface

Amshore US Wind, LLC  
**Progresso Solar Prospect**  
 Land Ownership

Project Location: Tarrant County, New Mexico

N

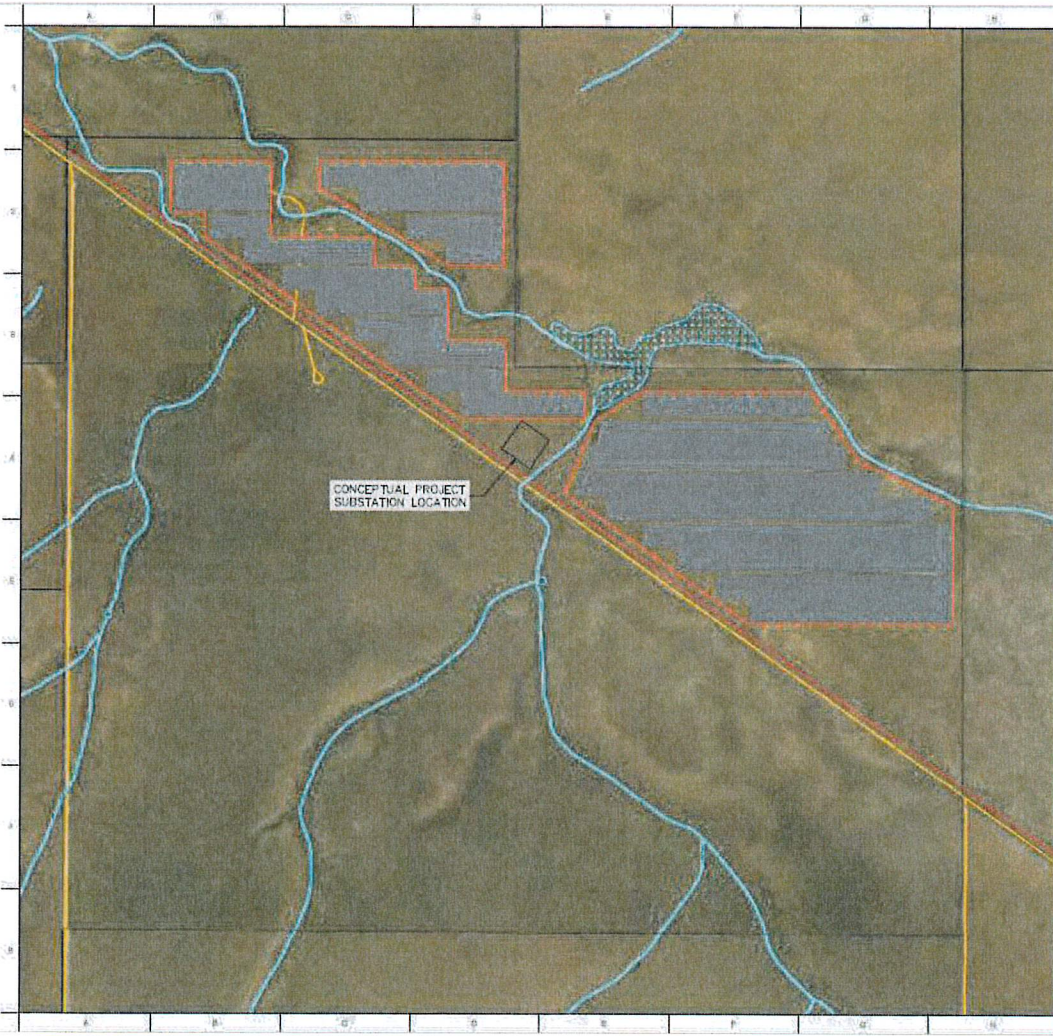
0 1,500 3,000 Feet

**FIGURE 1**

Prepared by: [Redacted] Date: 10/16/2018







SITE SUMMARY	
LOAD AREA	185 Acre
PROVISED AREA	200 Acre
EXISTING USE (AC)	75.00 IN OF PCE
EXISTING USE (SQ)	67,000 SQ
ACRES AVAILABLE	1.00
DATE OF THIS PLAN	2/18
TITLE	GRANITE SOLAR ROW
SCALE	1"=500'

GENERAL NOTES:  
 1. THIS IS A PRELIMINARY LAYOUT AND SHOULD BE USED FOR HIGH LEVEL PURPOSES ONLY.  
 2. TERRESTRIAL ANALYSIS HAS NOT BEEN COMPLETE WHICH COULD REDUCE BUILDABLE AREA.

LEGEND

---	PROPERTY BOUNDARY
---	PERMITS
---	PROPOSED
---	NEIGHBORHOOD BOUNDARY
---	EXISTING UTILITY B.P.
---	ROAD
---	TRACT/ PARCELS

CONFORMANCE STATEMENT  
 THE DESIGN AND ALL ASSOCIATED NOTES IN THIS PROJECT ARE THE PROPERTY OF DUKE ENERGY AND SHOULD NOT BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF DUKE ENERGY.

SCALE

DUKE ENERGY RENEWABLES  
 1000 Energy Performance Center LLC  
 100 N. Central Street  
 Charlotte, NC 28202

PROJECT:  
**PROGRESSO**

REVISIONS

#	ISSUE #	DATE
1	PRELIMINARY	2/18/20

DATE: AUGUST 16, 2022

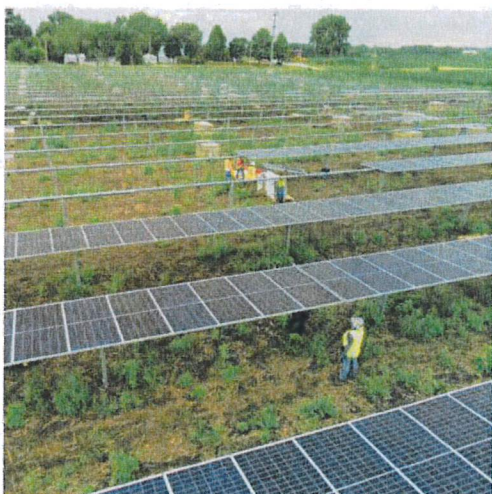
NOT FOR CONSTRUCTION

SHEET TITLE:  
**PROGRESSO SOLAR**

SHEET NO.  
 SHEET 1 OF 1



# Solar Construction Process





## Industrial Revenue Bonds

- City council or county commission must vote to induce an IRB, and the community does not lend its credit to an IRB. The company must secure its own purchaser of IRBs or the company can purchase its own IRB
- Unlike municipal bonds, no tax revenues are pledged to pay off the bonds

## Who Pays Off the Bond?

- The company is responsible for all loan payments, not the local government. There are no taxpayer funds involved in the bond payments.



## Why Offer an IRB ?

- IRBs are a tool to encourage business expansions and locations, job growth and capital investment
- Most states have IRB programs, but they are not necessarily defined the same way ours are (some provide public financing)
- IRBs are an “inducement” to encourage companies to locate or expand here in New Mexico; they must be issued before a project is started (without the IRB it is unlikely that the project could happen here)
- IRBs help New Mexico be competitive for capital-intensive projects by reducing risk/cost of locating here; highly competitive market both for companies and communities

Source- [To Be or Not To Be An IRB \(nmlegis.gov\)](http://nmlegis.gov)

## Industrial Revenue Bond Discussion

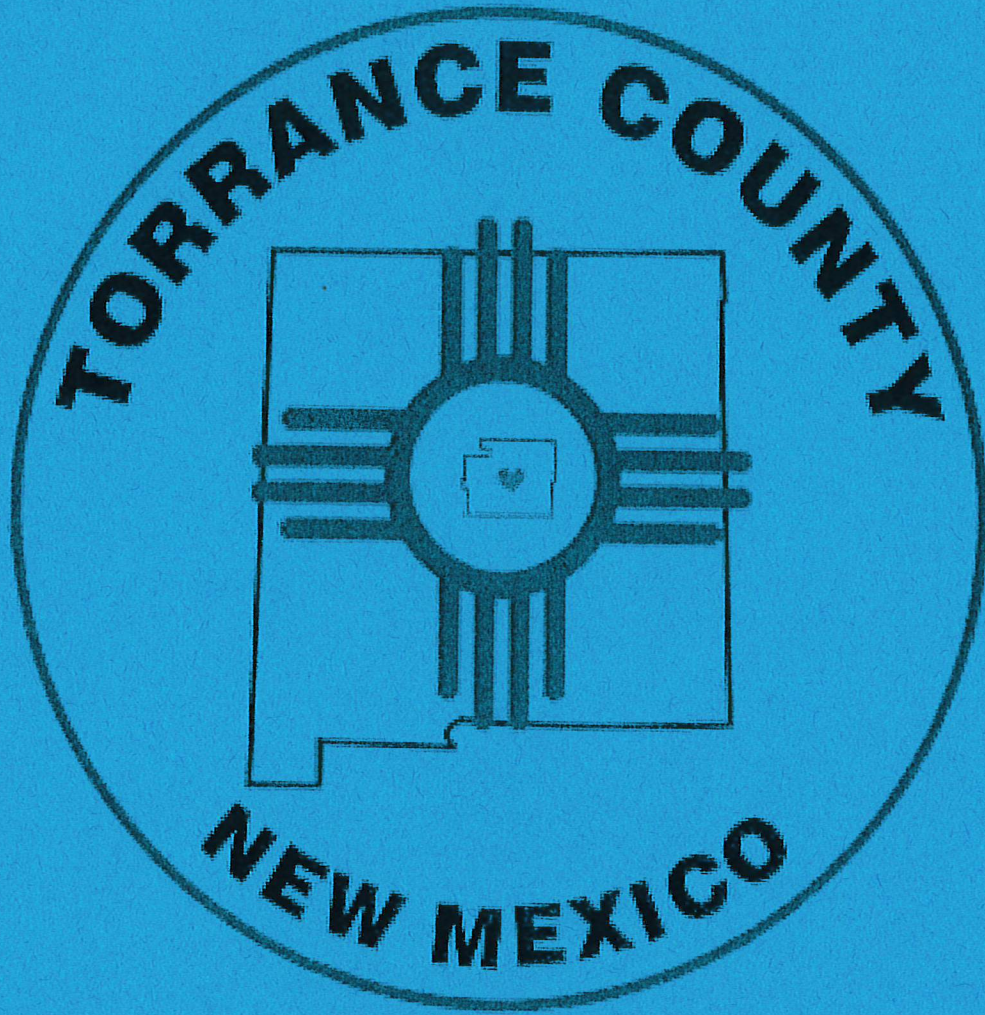
---

- IRBs are allowed in New Mexico to facilitate projects like solar and wind development whereby taxes are abated for a specified term, and projects make payments in lieu of taxes at a determined amount, usually based on a \$/MW
- Incentivizes investment- Progresso potentially \$100+ million
- Torrance County has entered into IRBs to support investment in past
- Gives Schools and Counties revenue they can count on annually
- Duke Energy and Quay County entered into IRB for Caprock Solar
- Progresso Solar would like to request Torrance County begin formal discussion to consider an IRB program
- Discussion/ consideration does not obligate the County to do an IRB
- Next steps would be to coordinate with County staff and bond counsel



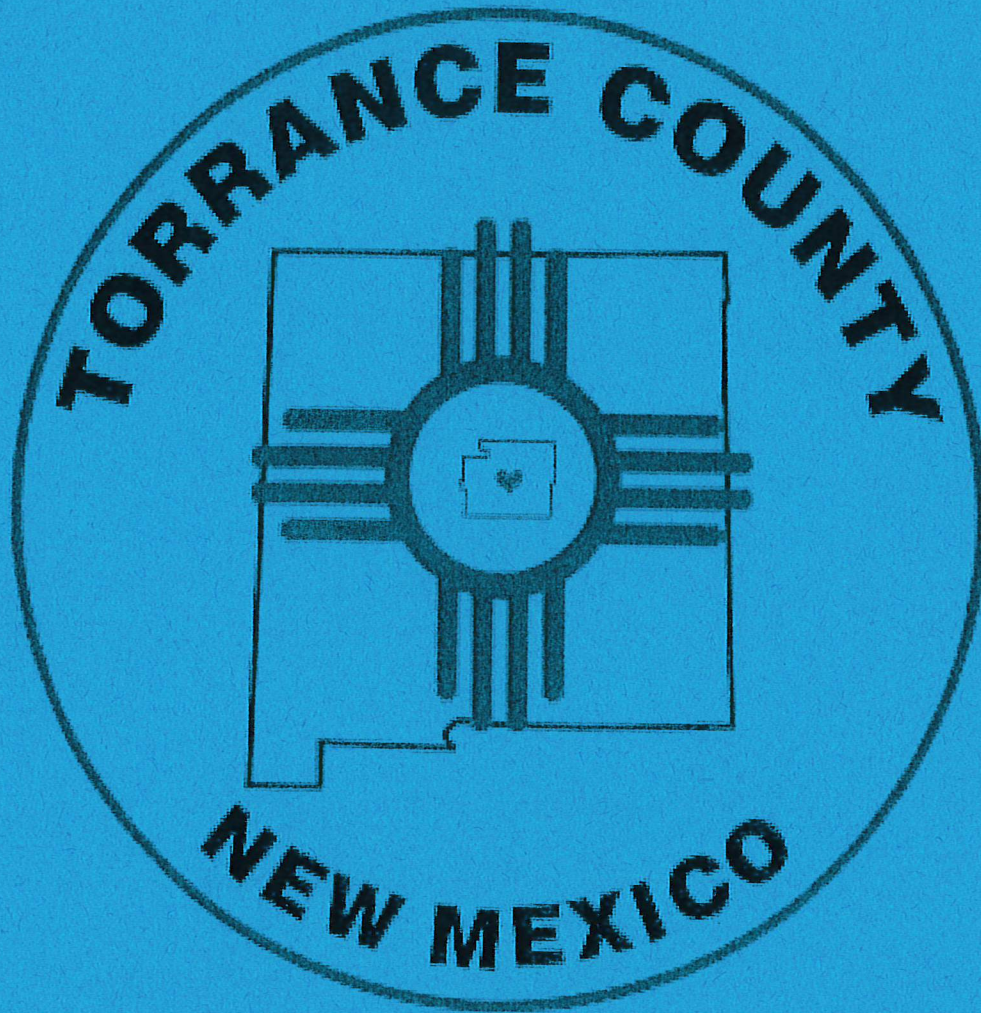
**THANK YOU**





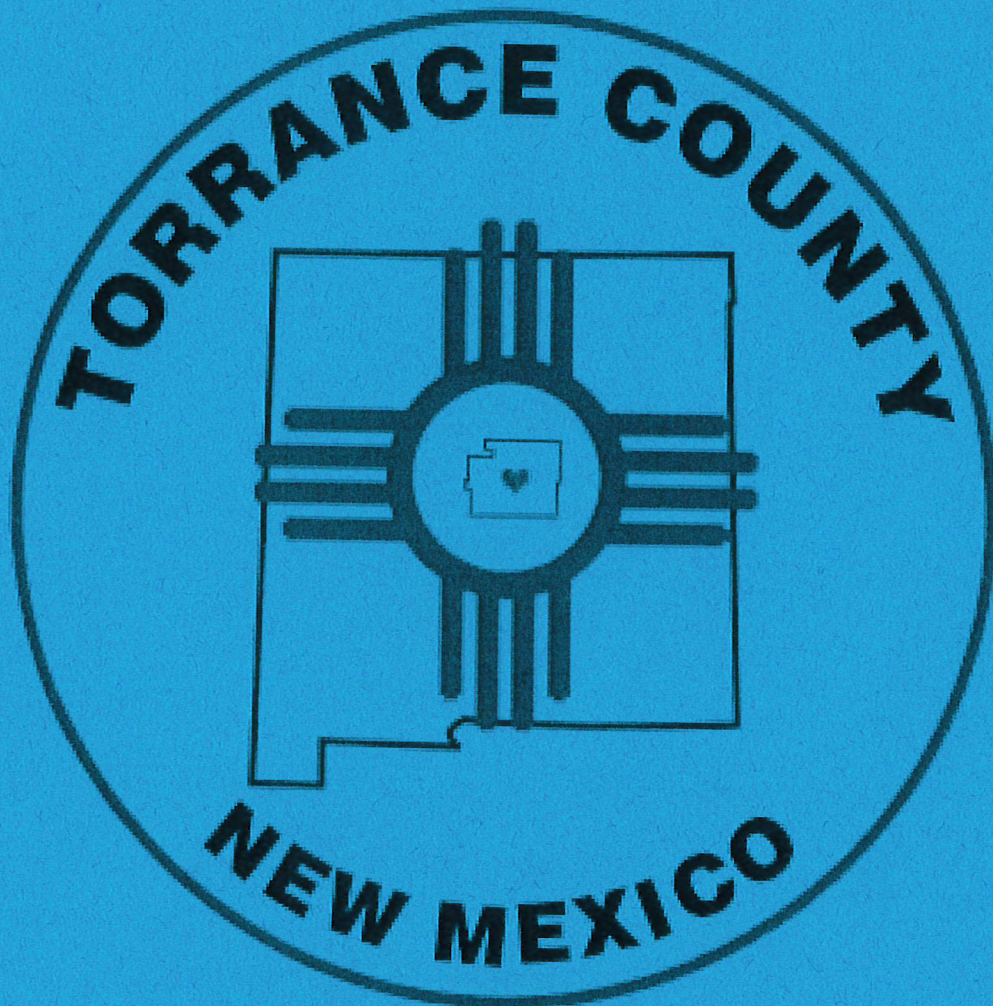
*Agenda Item*  
*No. 13-B*





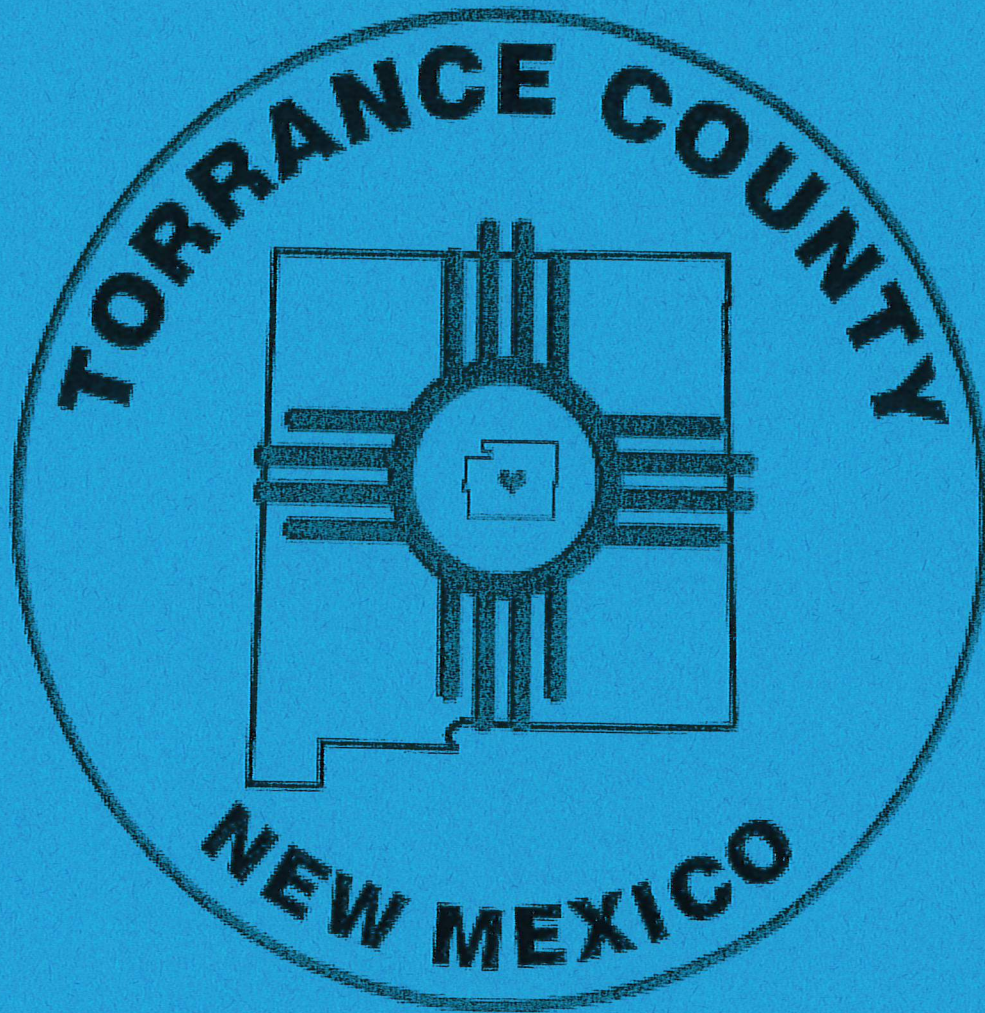
*Agenda Item*  
*No. 13-C*





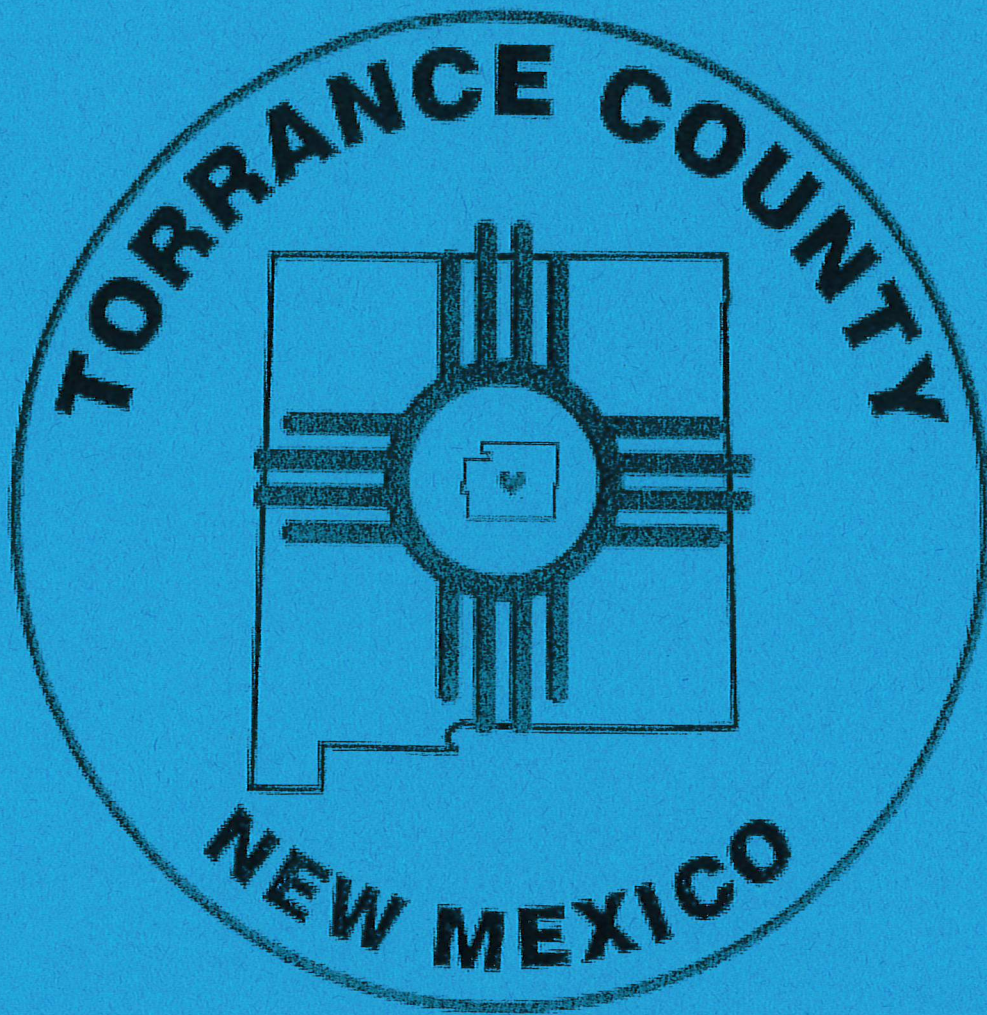
*Agenda Item  
No. 14*





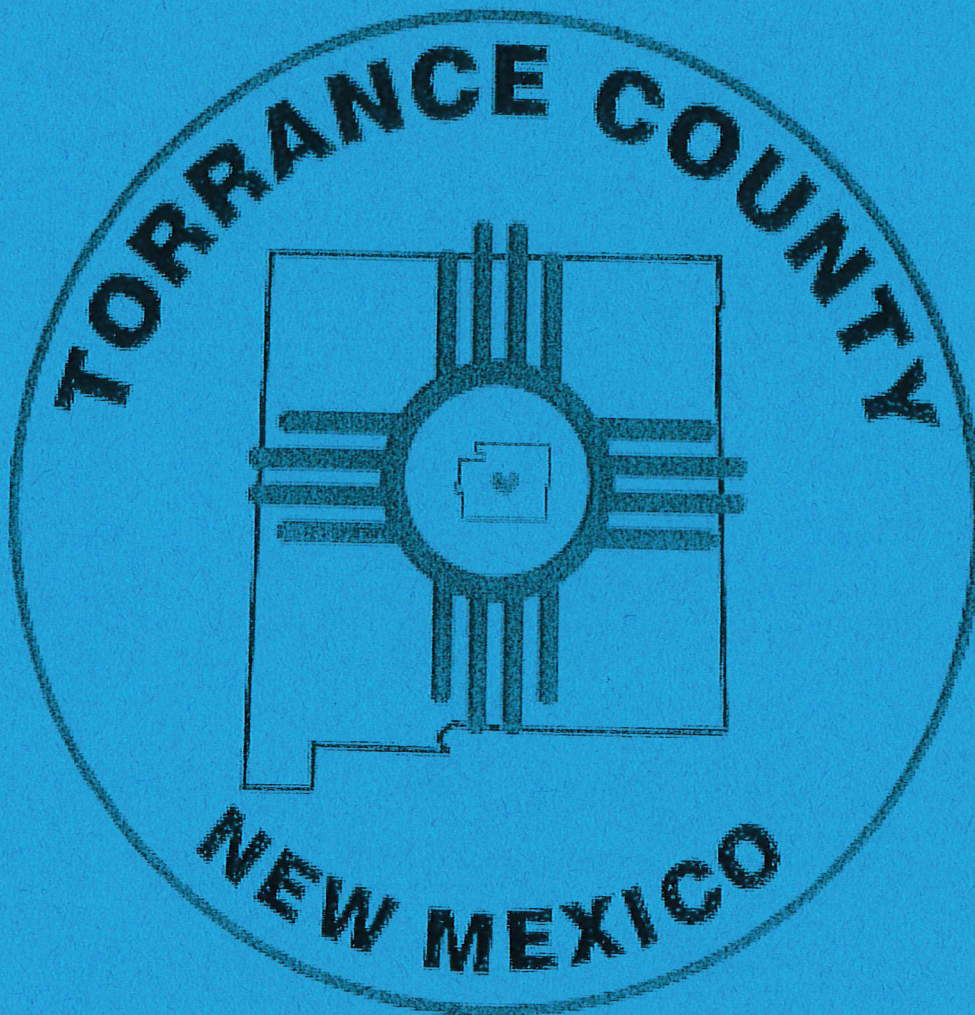
*Agenda Item  
No. 15*





*Agenda Item  
No. 16*





*Agenda Item  
No. 17*