

**BILL OF SALE
AGREEMENT**

This is a sale Agreement, dated November 10, 2017, between Collin County, in the State of Texas, USA, with offices at _____ (“Buyer”), a Texas County, and Buckthorn Wind Project LLC, with offices at 1000 Main Street, Houston, TX 77002 (“Seller”), a Delaware limited liability company.

- (1) SCOPE OF SERVICES. Seller expressly agrees that it:
 - Shall provide box culverts as per Exhibit A (the “Material”), in accordance with the schedule set forth herein.
- (2) BUYER agrees to comply with the terms and conditions of this sale Agreement and to perform its obligations set forth herein.
- (3) DELIVERY. Where Seller is delivering Material hereunder, delivery shall be F.O.B. the Seller’s storage location in 1420 CR109 Mingus, Texas.
- (4) PRICE. In consideration of Seller performing hereunder, Buyer agrees to pay to Seller the aggregate amount of One Dollar (US\$1.00). Unless otherwise agreed to, this amount shall be due and payable at time of purchase and prior to the release of Material to Buyer. Payment may be transferred via a wire transfer or delivery of a bona fide cashiers check from a bank acceptable to the Seller or in cash.

Seller’s price does not include sales, use, excise, value-added or similar taxes. Consequently, in addition to the price specified herein, Buyer shall pay, or reimburse Seller for, the gross amount of any present or future sales, use, excise, value-added or other similar tax applicable to the price, sale or furnishing of any services hereunder, or in lieu thereof Buyer shall provide Seller with tax-exemption evidence acceptable to the taxing authorities.

- (5) SELLER’S RESPONSIBILITY. Seller’s sole responsibility hereunder shall be to make the Material available at Seller’s facility stated above in accordance with the terms and conditions hereof.
- (6) TITLE. Where Seller is selling material, parts, or equipment hereunder, Seller hereby provides this Bill of Sale for the purpose of title transfer.

Upon receipt of funds in the amount of US\$1.00 from Collin County (“Buyer”) Buckthorn Wind Project LLC, for good and valuable consideration, the sufficiency of which is hereby acknowledged, does hereby sell, transfer, assign, convey and deliver unto Collin County (“Buyer”), all of its right, title and interest in and to the Material described herein.

To have and to hold the same by Buyer and its successors and assigns forever.

Seller warrants that it has and is transferring good and valid title to such equipment. Buyer acknowledges that it is purchasing the equipment on an “As Is, Where Is” basis with no warranties, express or implied, except as set forth in this Article 6 above.

- (7) AS IS. Any Material donated or sold hereunder is donated or sold “AS IS”. SELLER DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED,

INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

- (8) **DISCLAIMERS.** Seller offers no warranties, representations or assurances of any kind with respect to any equipment, parts, or any Materials provided hereunder, the accuracy thereof, or the quality of the workmanship.
- (9) **LIMITATION OF LIABILITY.** Subject to paragraph (10) below, in no event shall either party hereunder be liable to the other or any party claiming through it for any reason whatsoever, including an action based upon contract, tort, strict liability or negligence or environmental claim for an amount in excess of the contract price, payable hereunder nor for any special consequential, incidental or other indirect damages of any kind.
- (10) **INDEMNIFICATION.** To the extent allowed by law, Buyer agrees that it shall defend, indemnify and hold Seller fully harmless for any damages, losses, claims or actions, including actions grounded upon contract, tort, negligence, strict liability, or environmental claims, which Seller incurs as a result of Buyer's performance hereunder or use of same Material by Buyer or any third party.

In no event, shall Seller be liable for damages including, but not limited to, loss of profits or revenue, loss of use of the equipment or any associated equipment, cost of capital, cost of purchased power, cost of substitute equipment, facilities or services, downtime costs, or claims of customers of Buyer for such damages and Buyer will defend and indemnify Seller against any such claims, to the extent allowed by law.

- (11) **GOVERNING LAW.** This Agreement is governed by the laws of the State of Texas.
- (12) **ENTIRE AGREEMENT.** In the event of a conflict between the terms and conditions hereof and those of any ancillary document, the terms and conditions hereof shall govern. This Agreement represents the sole agreement between the parties, merging and superseding all prior agreements, oral or written.
- (13) **BINDING, COUNTERPARTS, EFFECTIVENESS, NOTICES.** This Agreement shall be binding upon the parties hereto and cannot be assigned, amended or modified except in writing agreed to by the parties. This Agreement may be executed in counterpart, and each such counterpart shall be deemed an original. This Agreement shall be effective as of the date first written above, upon Seller's receipt of a signed counterpart hereof or facsimile thereof to be followed by a second counterpart. Notices shall be sent to the parties at the address indicated above.

Buckthorn Wind Project LLC (Seller)

By: _____

Its: _____

Date: _____

Collin County, Texas, USA (Buyer)

By: *[Signature]* _____

Its: County Judge _____

Date: 12/13/17 _____