

**NOTICE OF REGULAR MEETING OF THE
COMMISSIONERS COURT OF THROCKMORTON COUNTY, TEXAS**

Notice is hereby given that a regular meeting of the above-named Commissioners Court will be held on Monday, the 24th of August 2020 at 9:00 A.M., at 101 N. Minter, Throckmorton, Texas, at which time the following subjects will be discussed, to-wit:

1. Call meeting to order.
2. Read and approve minutes of previous meeting.
3. Hospital reports/approve hospital bills.
4. Citizen's Comments.
5. Discuss and take any action on implementing a burn ban.
6. Discussions with Sam Goldsmith about IT services.
7. Discuss and take any action on appointing a board member to Throckmorton Central Appraisal District board.
8. Discuss and take any action on passing Interlocal Agreement with Haskell County in reference to County Attorney pro tem.
9. Discuss and take any action on a notice of public hearing on tax increase.
10. Enter closed session under Article 551.074, with the attorney for the County.
11. Exit closed session and take any action regarding closed session agenda item.
12. Discuss and take any action on a proposed tax abatement agreement between Throckmorton County and Azure Sky Wind Project.
13. Discuss and take any action on a proposed tax abatement agreement between Throckmorton County and King Creek Farm, LLC.
14. Discuss and take any action on a proposed tax abatement agreement between Throckmorton County and King Creek Farm, II.
15. Budget Workshop
16. Elected officials report.
17. Approve and pay bills.
18. Adjourn.

Commissioners Court of Throckmorton County, Texas

Hayley Briles
Agenda Clerk

FILED FOR RECORD
at 08:50 clock P.m.

AUG 21 2020
Dianna Moore
CLERK COURT
THROCKMORTON, TX

VOL 22 PG 207

COMMISSIONER'S COURT

Regular Meeting

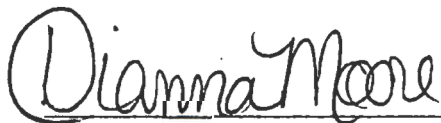
Throckmorton County Commissioners' Court met in Regular Session on Monday the 24th day of August, 2020, at 9:00 A.M., at 105 North Minter, Throckmorton, Texas, with the following members present:

Present: Trey Carrington, County Judge, Casey Wells, Commissioner Pct#1, Kasey Hibbitts, Commissioner Pct#2, Klay Mitchell, Commissioner Pct#4, Dianna Moore, County Clerk, Brenda Rankin, County Treasurer, Bobby Thompson, Doc Wigington. See sign in sheet for others present.

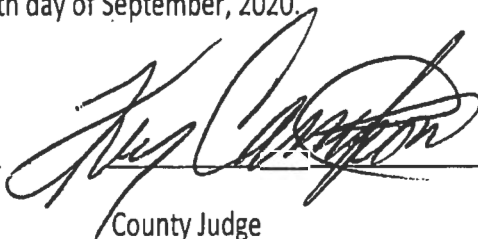
1. Trey Carrington called meeting to order at 9:04 A.M. and welcomed guest. Commissioner Sullivan was absent.
2. Dianna Moore read minutes from the previous meeting. Kasey Hibbitts made the motion with Klay Mitchell seconding to approve the minutes. Motion carried 4-0.
3. No Action on line item #3.
4. Citizen's Hearing was held. No comments were made.
5. Casey Wells made the motion with Klay Mitchell seconding to place Throckmorton County in a Burn Ban. The Ban will expire in 90 days, which will be November 22nd. Motion carried 4-0.
6. Sam Goldsmith with Goldsmith Solutions spoke with the Court regarding his proposal for 2020 IT Services. See attached for his proposal. No action was taken.
7. Casey Wells made the motion with Klay Mitchell seconding to nominate Bobby Mathiews as Board Member to County Appraisal District. Motion carried 4-0.
8. Trey Carrington made the motion with Klay Mitchell seconding to approve the local agreement with Haskell County in reference to County Attorney ProTem. See attached agreement. Motion carried 4-0.
9. Casey Wells made the motion with Kasey Hibbitts seconding to except the Proposal on the Notice of Public Hearing on Tax Increase. See attached Proposal. Motion carried 4-0.
10. The Court entered into Closed Session under Article 551.074, with the Attorney for County at 9:09 am.
11. The Court came out of Closed Session at 9:20 am. No action was taken.
12. Klay Mitchell made the motion with Casey Wells seconding to except the Proposed Tax Abatement Agreement between Throckmorton County and Azure Sky Wind Project. See attached agreement. Motion carried 4-0.

13. Kasey Hibbitts made the motion with Klay Mitchell seconding to except the Proposed Tax Abatement Agreement between Throckmorton County and King Ranch Farm, LLC. See attached agreement. Motion carried 4-0.
14. Klay Mitchell made the motion with Trey Carrington seconding to except the Proposed Tax Abatement Agreement between Throckmorton County and King Ranch Farm II. See attached agreement. Motion carried 4-0.
15. Budget Workshop was held.
16. Elected Officials Report: Brenda Rankin handed out the July Report.
17. Brenda Rankin presented the court with the county bills. Kasey Hibbitts made the motion with Klay Mitchell seconding to approve and pay the bills. Motion carried 4-0.
18. Casey Wells made the motion and seconded by Kasey Hibbitts to adjourn at 11:24 am. Motion carried 4-0.

Witnessed my hand AND approved this the 14th day of September, 2020.



ATTEST: County Clerk


County Judge

Sam Goldsmith

Todd Eagleson, EDF/King Creek

BRANDON WESTLAKE COMMINGS WESTLAKE / AZURE SKY & KING CREEK

Taylor Yeates, Land owner

Jay Cantrell Attorney for Thrickmorten Co.

DAVE BYERLY - AZURE SKY - ENEL

Russell WEBB Silver Dale
Commercial

Clark Bixler

Enel Green Power

Michelle Cline

TCISD
Elections

Pam Thompson

Russell Manerly

Trent McKnight

INFORMATION TECHNOLOGY SOLUTIONS

Managed Services | Helpdesk | Hardware & Network Support | Consulting



THROCKMORTON COUNTY - IT UPDATE

August 24, 2020

Goldsmith
S O L U T I O N S

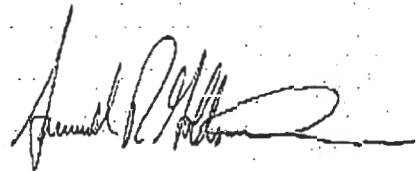
VOL 27 PG 211

THROCKMORTON COUNTY

Information Technology Update

Our Goal is to provide professional, pro-active, standards based, Enterprise-Level Support to ensure the maximum up-time and reliability;

While keeping costs manageable, ensuring users can Maximize their potential in serving their customer, the taxpayer.



Samuel R. Goldsmith

Reporting Period
2019 – 2020 YTD

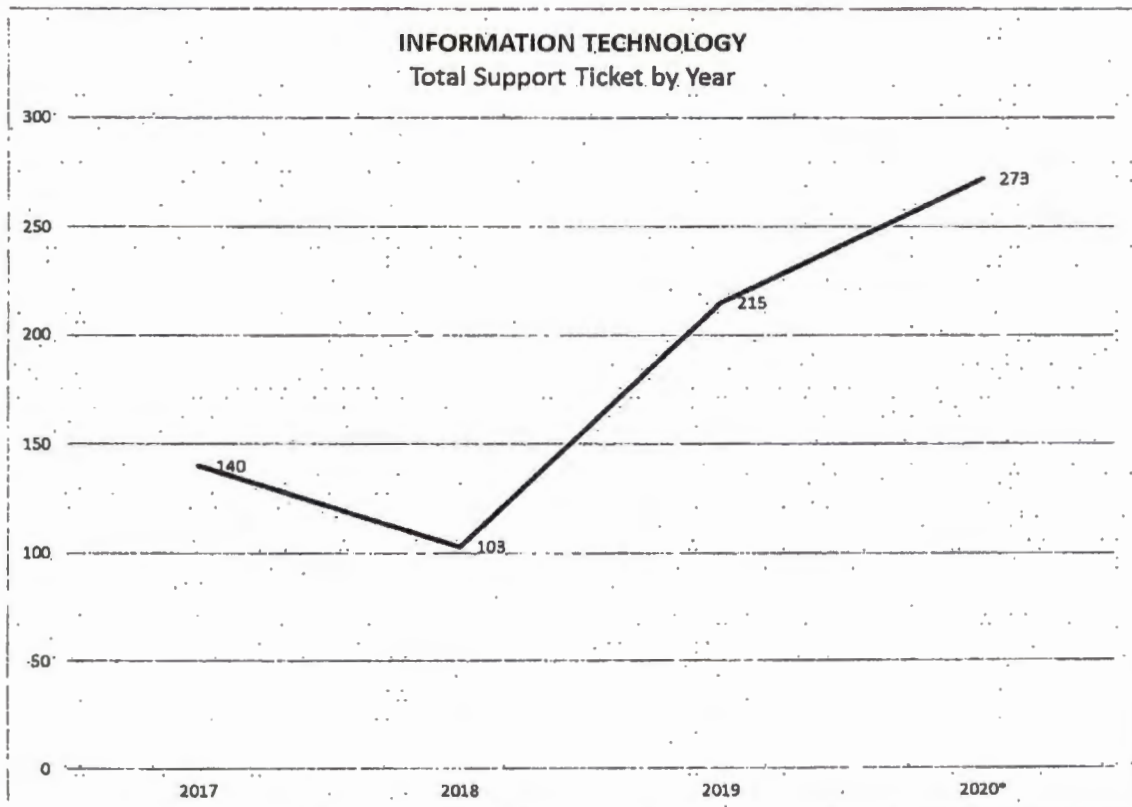
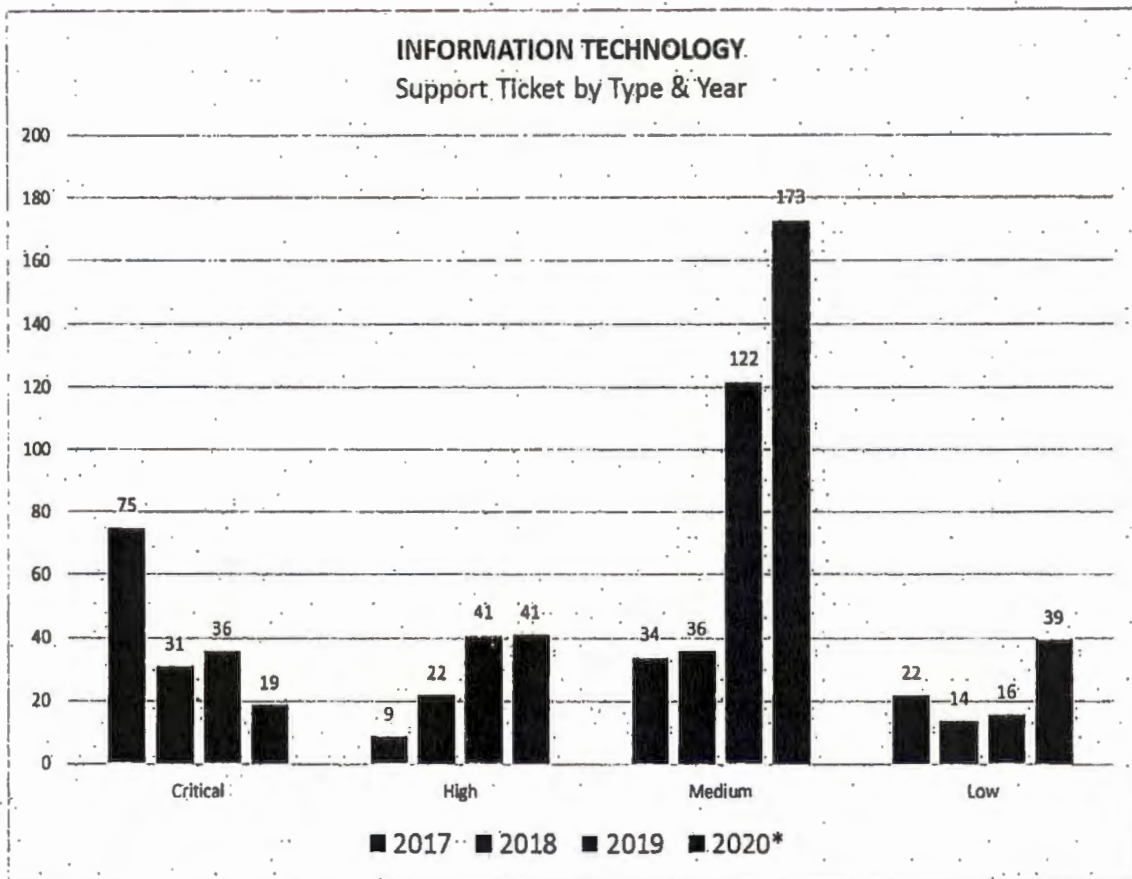
I. UPDATES & ISSUES

1. Data Migrations for all servers to streamline systems
2. Deployment of Advanced Monitoring Tools
3. Implemented new Secure Tech Security System
4. Migrated Sheriff's Office to Justice Solutions
5. Worked numerous Windstream & 9-1-1 Outages
6. LGS Server Failure (12/2019)
7. Migration to Windows 10
8. Completed Texas DPS CJIS Audit for Sheriff's Office (Passed; 12/2019, 1/2020)
9. Implemented Generator Notifications to Customer
10. Migrated LGS to the Cloud (7/2020)

THROCKMORTON COUNTY Information Technology Update

II. TICKETS

1. Ticket Data



* 2020 Projected (2020 January through July = 159 Total Tickets.. On track to be at 273 for the Year)

THROCKMORTON COUNTY

Information Technology Update

(TICKETS – Continued)

2. Tracking Results

i. Ticket Surveys

- a. In 2020 we implemented automated Customer Surveys on each Ticket after it is completed. The goal of these surveys is to track if your users are satisfied with the service we provided.
- b. These surveys are scored based on 1 to 5 “stars” (5 being the highest).
- c. These surveys are reviewed with our team weekly and followed up on with the customer if needed.

ii. Annual Customer Survey

- a. Provide an anonymous survey to each elected official to be used to improve our service to our customers.
- b. As of today, we are at a 4.45 (on a 5-point scale). 87% of responses were a 4 or higher.
- c. We continue to work to improve the customer experience.

III. PROJECTS

1. Election Security Assessment
2. Windstream Contract
 - i. Reviewing outstanding Credits
 - ii. Need to Upgrade Internet Speed
 - a. Current Connection of 10Mbps (implemented in 2015) can no longer handle daily needs
3. Migrating JP from Hill Country to LGS

IV. FUTURE ITEMS THAT NEED TO BE ADDRESSED

1. Election Security Assessment Review and Implementation of Recommended Changes from Secretary of State / Third Party Auditor
2. Server Warranty & License Renewals
3. Network changes related to Internet & Phone Service

THROCKMORTON COUNTY

Budget Year FY 2021

INFORMATION TECHNOLOGY

| Line # | Type of Need | Qty | Item | Part Number | Item Price | Total | Description | Scheduled Installation Date |
|--------|--------------|-----|------|-------------|------------|-------|-------------|-----------------------------|
|--------|--------------|-----|------|-------------|------------|-------|-------------|-----------------------------|

IT Expenses

| | | | | | | | | |
|---|----------|---|--|---------------|------------|------------|--|----------------------------|
| 1 | Warranty | 2 | Server Warranty Renewal - 2 Years | DELL | \$1,600.00 | \$3,200.00 | Replace Dispatch PC & TLETS PC (PC's were not new in 2015, | Required |
| 2 | License | 1 | VMWare Software License Renewal | VMWare / DELL | \$1,200.00 | \$1,200.00 | Upgrade VMWare ESXi | Required |
| 3 | License | 2 | Windows Server License Upgrade | DELL | \$1,500.00 | \$3,000.00 | Windows Server License Upgrade From Windows Server 2012 to Server 2019 | Recommended (Not Required) |
| 5 | Hardware | 3 | PC Desktop Replacements | Dell | \$1,400.00 | \$4,200.00 | Replace Dispatch PC & TLETS PC (PC's were not new in 2015, | Estimated |
| 6 | Hardware | 8 | Battery Backup Battery Replacements for Desktops | APC | \$160.00 | \$1,280.00 | Replace Battery Backup Units, approx 50% replacement per year | Estimated |
| 7 | Hardware | 1 | Miscellaneous Supplies, Cables, etc | | \$1,800.00 | \$1,800.00 | General Supplies, Cables, Hard Drive Destruction | Estimated |

IT Hardware & License Expenses: \$14,680.00

INFORMATION TECHNOLOGY SOLUTIONS

Managed Services | Helpdesk | Hardware & Network Support | Consulting



THROCKMORTON COUNTY

IT SERVICES PROPOSAL

August 24, 2020

Goldsmith
SOLUTIONS

VOL 27 PG 216



IT PROPOSAL

August 24, 2020

Prepared for:

THROCKMORTON COUNTY, TEXAS

101 N Minter Ave

Throckmorton, TX 76483

940.849.8805

Prepared by:

GOLDSMITH SOLUTIONS

Abilene | Dallas | Austin

support@goldsmithsolutions.com

www.goldsmithsolutions.com

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August 24, 2020

Throckmorton County
Honorable Trey Carrington
Throckmorton, TX 76483

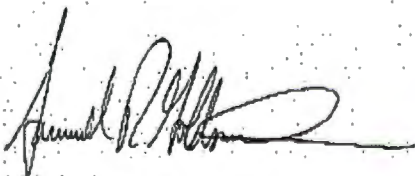
Judge & Commissioners:

In the following pages you will find our game plan for Throckmorton County IT services. This plan accomplishes Moving to Fixed Rate for IT Support. This proposal can be adjusted to meet your needs and should only be judged as a starting point.

As Information Technology services become more central to everything the county does to provide service to its citizens, we hope we make the decisions you face clearer by providing trusted counsel. We trust that you see the value in the services that we provide to Throckmorton County. I want to personally thank you for your business and support since 2015. Our goal always is to provide excellent service and to build a relationship where we are not just another vendor, but rather a trusted partner.

We welcome the opportunity to sit down with your team and go over any details that may not be spelt out in this document and present the vision we have for IT services for Throckmorton County.

Sincerely,



Samuel R. Goldsmith
sam@goldsmithsolutions.com

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DISCLAIMER

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Goldsmith Solutions considers the proposals, design, and recommendations
in this document to be the intellectual property of Goldsmith Solutions.*

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*This information should not be released as public record
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Our Goal is to provide professional, pro-active, standards based, Enterprise-Level Support to ensure the maximum up-time and reliability;

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DELIVERY STRATEGY

Goldsmith Solutions serves as your Outsourced IT Services Department. All customer requests are tracked via a ticketing system and updates provided throughout the resolution to the customer. Requests can be submitted via email or phone call. All requests, once submitted and resolved, are followed up via email so that they can be tracked and properly documented.

Work Flow

1. User has technology Related Need.
2. User Contacts Goldsmith Solutions directly.
3. Goldsmith receives request, opens ticket.
4. Goldsmith works ticket and provides updates to end-user & end-user supervisor.
5. Goldsmith documents any changes/passwords/specifics in customer's electronic records held by Goldsmith.

Response Time

Up-time is the goal, we work hard to respond to all Critical and High issues as fast as possible 24x7, 365.

| | | HIGH | MEDIUM | LOW |
|-----------------|----------|----------|----------|----------|
| Response Time | 1 Hours | 2 Hours | 8 Hours | 48 Hours |
| Resolution Goal | 8 Hours | 15 Hours | 7 Days | 14 Days |
| In Effect | 24x7 365 | 24x7 365 | 8-5, M-F | 8-5, M-F |

(Technician is looking into issue and providing customer with estimated time of repair. Times outlined are "not to exceed." Our goal is to deal with issues as quickly as possible. Most issues can be resolved remotely without an onsite visit.)

Response Times & Resolution Goals - Updated 2020

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Case Severity Level Definitions

| | |
|----------|--|
| Critical | A Critical event or condition exists when Client is experiencing a <i>widespread</i> failure or inability among Client Users to access or utilize the Services and there is no available workaround. |
| High | A High event or condition exists when <i>one</i> Client Office is impacted by the event or condition and there is no available workaround. This issue would in theory be affecting all users in a specific office. |
| Medium | A Medium event or condition is reserved for issues where <i>one</i> Client User is impacted by the event or condition; however, they can still perform their primary duties. |
| Low | A Low event or condition is where <i>one</i> Client User is seeking additional functionality or a change; however, they can still perform all duties. |

| | |
|-------------------------|--|
| Support Services Number | 800.448.3153 (Toll-Free) 972.820.0800 |
| Support Hours | Monday-Friday 8 am to 5 pm Central <small>*Except Federal Holidays - Clients are typically closed.</small> |
| Support Email | support@goldsmithsolutions.com |
| Ticket Portal | www.goldsmithsolutions.com/support |
| General Guideline | Opening a ticket via email is simple and fast. If you have a pressing issue that qualifies as High or Critical, we recommend calling and opening a ticket so we can quickly gather details and get your case assigned. |

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SOLUTIONS

OUR TEAM



Sam Goldsmith

Founder & Principal

sam@goldsmithsolutions.com

20 YEARS IN IT

*16 YEARS LIVE VIDEO
PRODUCTION*

*Directing & Producing
Nationally Televised
Faith-based Broadcasts*

*In-Game Production Support for
Texas Christian University*

Sam Goldsmith is the Founder and Principal at Goldsmith Solutions. Raised in rural West Texas, Goldsmith credits much of his success to growing up in his parent's small business; and to numerous teachers along the way who fostered his love for business, public speaking, and politics. Goldsmith went on to attend DeVry University in Irving, Texas and studied Information Systems / Telecommunications Management.

Over the past 15 years, Goldsmith has emerged as a leader in his field and has been recognized with a "Best Practice" award for Exceptional Delivery of a Service by the Texas Association of Counties for innovation in the field of Information Technology in County government.

Through his work, Goldsmith equips county governments and historic courthouses with technology solutions that enable them to make better, smarter decisions and more efficiently deliver services to the citizens they serve.

In 2018 Goldsmith was nominated and served in an advisory capacity for the 20-year review of the Texas Historical Commission - Texas Historic Courthouse Preservation Program, where he helped shape the forward path of the program that enables counties to preserve their historic courthouses while preparing for the future.

Goldsmith most recently was invited to speak to a state-wide audience about the future of technology in County Government at the 2019 "Real Places" conference hosted by the Texas Historical Commission.

Goldsmith grew up in Baird and has volunteered for the past six years to help restore his hometown's historic 1929 courthouse to its former glory and protect it for future generations.

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Jeff Mitchell

Senior Support Engineer II
jeff@goldsmithsolutions.com

21 Years in IT

14 Years City Government IT
13 Years United States Air Force



Randell Maberry

Senior Support Engineer I
randell@goldsmithsolutions.com

13 Years in IT

Former Tech Director for K-12 School



Dustin Newport

Support Technician
dustin@goldsmithsolutions.com

5 Years in IT



Drew Altom

Operations & Finance
drew@goldsmithsolutions.com

14 Years in Operations

14 Years in Operations for National
Faith-based Company



Steve Wolaver

Server Support · Special Projects
steve@goldsmithsolutions.com

41 Years in IT

15 Years IT - Credit Reporting Agency
Former Volunteer Fire Fighter



Ray Walker

Project Support
ray@goldsmithsolutions.com

14 Years in Project Support

30+ Years TxDOT

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YEARS OF EXPERIENCE WITH COUNTY USED VENDORS

| | |
|---|-----------|
| Microsoft | 20+ Years |
| DELL (PC's / Servers) | 20 Years |
| Texas Association of Counties • CIRA | 15 Years |
| Western States Communications (WSC) WCTCOG 9-1-1 | 15 Years |
| DMV-RTS | 15 Years |
| Windstream Communications | 15 Years |
| DPS TLETS • CJIS | 14 Years |
| SonicWALL (Firewall Solution) | 13 Years |
| Hill Country Software (JP Court) | 12 Years |
| LGS (Court System, County & District Clerk) | 11 Years |
| Hilliard • Automated Copy Systems (Copiers) | 11 Years |
| Hart Intercivic (Election System) | 10 Years |
| Lexis Nexis & Leads Online | 5+ Years |
| Tyler Technologies (eFile) | 5 Years |
| Justice Solutions | 3 Years |

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IT SUPPORT SERVICES

As a part of this proposal we are moving to a fixed cost for IT services. This proposal is based on the devices in your current IT environment. This cost will be reviewed on an annual basis to reassess the number of devices in use, unless intentionally implemented as a part of a project approved by Throckmorton County prior to the annual review.

End User PC's

These devices are typically used by end-users and are "on network". End User PC's typically have 1 user assigned to 1 computer. The device cost used in this proposal includes the following:

- Device Support (Onsite & Remote)
- Pro-active monitoring & support
- Endpoint Security / Reporting / Monitoring
- Remote Support that is CJIS compliant
- Integration with Goldsmith Ticketing system

Server Virtual Machines

These devices are typically Virtual Machines that run on a Host Server. The device cost used in this proposal includes the following:

- Device Support (Onsite & Remote)
- 24/7/365 Pro-active monitoring & support with notifications
- Endpoint Security / Reporting / Monitoring
- Remote Support that is CJIS compliant
- Integration with Goldsmith Ticketing system

Server Host Machines

These devices are typically Physical Machines. The device cost used in this proposal includes the following:

- Device Support (Onsite & Remote)
- 24/7/365 Pro-active monitoring & support with notifications
- Endpoint Security / Reporting / Monitoring
- Remote Support that is CJIS compliant
- Integration with Goldsmith Ticketing system

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IT SUPPORT SERVICES

IT DEVICES

| | |
|-------------------------------|----|
| Server Virtual Machines | 4 |
| Server Host Machines | 1 |
| Switches | 3 |
| Access Points | 6 |
| UPS / Battery Backup | 2 |
| Generators | 1 |
| Workstations | 16 |
| County Attorney | 1 |
| County Judge | 2 |
| Elections | 1 |
| Co & District Clerk | 4 |
| JP | 1 |
| Treasurer | 2 |
| Dispatch | 2 |
| Sheriff & Deputies | 3 |

IT Support Services – Monthly Cost \$2,195

~~~

### SYSTEMS EXCLUDED

|                                                              |   |
|--------------------------------------------------------------|---|
| Workstation                                                  |   |
| County Agent .....                                           | 1 |
| District Judge .....                                         | 1 |
| TLETS PC (recommend transitioning to support coverage) ..... | 1 |

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## SOLUTIONS

### ADD-ON SERVICES

|                                                                                                                                                                  |            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Phone System Support .....                                                                                                                                       | \$275      |
| <i>(Includes: Mitel 5000 Support, Phones 21, Fax 5, Integration with COG Provided<br/>Call Recorder for Sheriff's Office, Windstream &amp; Mitel Annual Fee)</i> |            |
| Firewall as a Service .....                                                                                                                                      | \$250      |
| <i>(Includes: Support, Compliance, Annual Security License, Monitoring, Vulnerability Testing)</i>                                                               |            |
| Applications .....                                                                                                                                               |            |
| Microsoft Office (Qty 14 x \$8.25) .....                                                                                                                         | \$115.50   |
| Office 365 Email (Qty 16 x \$4) .....                                                                                                                            | \$64       |
| Backup & Security .....                                                                                                                                          |            |
| Data Backup & Disaster Recovery – Servers (Qty 4 x \$245) .....                                                                                                  | \$980      |
| Email Backup (Qty 16 x \$4) .....                                                                                                                                | \$64*      |
| Email Secure Link (Qty 16 x \$3) .....                                                                                                                           | \$48*      |
| Add-On Services .....                                                                                                                                            | \$1,796.50 |

\* Notes a service that you currently do not subscribe to

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## S O L U T I O N S

-DETAILS ON IT SUPPORT SERVICES-

### BASIC SUMMARY OF COVERAGE

*This monthly support outlined includes: Onsite & Remote Support for normal use & conditions, Management of Microsoft Windows & Active Directory, Pro-active Preventive Maintenance, Email Services (customer provided), Microsoft Office 365 Apps, PC & Server End-Point Security Software and Monitoring, CJIS Compliant Remote support tool.*

### BASIC SUMMARY OF EXCLUSIONS

*Exclusions are typically: Software outside of Microsoft Office; Acts of Terrorism, Natural Disaster, Acts of God; Software Vendor Migrations, Major Projects for new systems; Software issues that affect more than 25% of machines at once due to circumstances beyond our control (this will be discussed with the customer prior to any work), systems that have reached End of Support or are no longer on active support contract with manufacture.*

### TRIP CHARGES

*Trip charges will be billed based on half of the technician's hourly rate which is adopted and published by Goldsmith Solutions on an annual basis. Plus, Round Trip Mileage, billed at the current IRS Mileage Rate. Travel starts in nearest office location to the customer. (Office Locations: Abilene, Dallas, Austin)*

*Example:  $(\text{Tech Rate} / 2) \times \text{Travel Time} = \text{_____} + (\text{IRS Mileage Rate} \times \text{Round Trip Miles}) =$   
Total Trip Charge*

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# Goldsmith

## SOLUTIONS

### SUMMARY

#### PROPOSED MONTHLY RECURRING

|                                                   |                   |
|---------------------------------------------------|-------------------|
| IT Support Services.....                          | \$2,195           |
| Phone System Support.....                         | \$275             |
| Firewall as a Service.....                        | \$250             |
| Software (Microsoft Office 365, 14 Licenses)..... | \$115.50          |
| Secure Email (16 Accounts).....                   | \$176             |
| Backup & Disaster Recover (4 Servers).....        | \$980             |
| <b>TOTAL.....</b>                                 | <b>\$3,991.50</b> |

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| | |
|-----------------------------|-----|
| START UP COSTS..... | \$0 |
| MIGRATION COSTS..... | \$0 |
| NETWORK HARDWARE COSTS..... | \$0 |

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S O L U T I O N S

DISCOUNTS AVAILABLE WITH EXTENDED TERM

1 Year Term with a Monthly Commitment

| | |
|-----------------------|--------------|
| \$2,000 or more | 3% per month |
| \$3,200 or more | 4% per month |

2 Year Term with a Monthly Commitment

| | |
|-----------------------|--------------|
| \$2,000 or more | 5% per month |
| \$3,200 or more | 6% per month |

3 Year Term with a Monthly Commitment

| | |
|---------------|--------------|
| \$2,000 | 7% per month |
| \$3,200 | 8% per month |

~~~

#### *What sets us apart from others?*

1. We understand the regulations, complexities, and challenges of County Government, and have been dedicated to serving Texas Counties for over 15 years.
2. We are a service-based company (not sales based). We do not sell you computers or hardware. We provide expertise, problem solving, and professional services to keep your organization "up," secure, and compliant.
3. We do not charge you extra if we must respond for something mission critical, no matter the time of day or night.
4. We monitor your firewall, take care of it, and replace it if need be for no additional charge. This is provided as "Firewall as a Service," you do not own the problem or have to budget additional for replacement of hardware or license renewals.
5. We know your system and built it from the ground up and have protected you from daily attack for over 5 years.

#### GOLDSMITH SOLUTIONS

6505 W Park Blvd, Suite 306-255, Plano, Texas 75093

800.448.3153 | 972.820.0800 | support@goldsmithsolutions.com

www.goldsmithsolutions.com

[15]

# Goldsmith

## SOLUTIONS

### REFERENCES

#### CALLAHAN COUNTY

Scott Kniffen - *County Judge*  
325.854.5805

Jan Windham - *County Treasurer*  
325.854.5840

Sandra Rose - *County Auditor*  
325.854.5845

Julie Lemon - *Jail Administrator*  
325.854.5700

#### FISHER COUNTY

Ken Holt - *County Judge*  
325.776.2151

Jeanna Parks - *County Treasurer*  
325.776.3257

Allan Arnwine - *Sheriff*  
325.776.2273

#### STONEWALL COUNTY

Ronnie Moorhead - *County Judge*  
940.989.3393

Holly McLaury - *County & District Clerk*  
940.989.2272

#### GOLDSMITH SOLUTIONS

6505 W Park Blvd, Suite 306-255, Plano, Texas 75093  
800.448.3153 | 972.820.0800 | support@goldsmithsolutions.com  
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Rec'd  
7-7-78  
8:49

STATE OF TEXAS §

COUNTY OF HASKELL §

### INTERLOCAL AGREEMENT

This Agreement is made between Haskell County, Texas (hereinafter "Haskell County") and Throckmorton County, Texas (hereinafter "Throckmorton County") and is executed pursuant to TEXAS GOVERNMENT CODE, Chapter 791, The Texas Interlocal Cooperation Act. The Agreement of the parties is as follows:

#### RECITALS

1. The office of the Throckmorton County Attorney is currently vacant.
2. Pursuant to Section 2.07 of the Texas Code of Criminal Procedure, in any county in which there is not a county attorney, the county judge may appoint from any county or district, an attorney for the state to perform the duties of the office during the absence of a county attorney.
3. Section 2.07 of the Texas Code of Criminal Procedure further provides that the Throckmorton County Commissioners may contract with another county to pay the expenses and reimburse the county for compensation paid by a county to an attorney who is appointed to perform additional services.
4. The purpose of this Agreement is to provide services by an attorney in the Throckmorton County Court by appointing the Haskell County Attorney to provide such services.
5. Each governing body performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party.
6. Each governing body finds that the subject of this Agreement is necessary to the benefit of the public and that each has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement.
7. Each governmental body finds that the performance of this Agreement is in the common interest of both parties and that the division of cost fairly compensates the performing party for those services or functions under this Agreement.



## **SECTION 1 TERM/TERMINATION**

This contract shall extend for a period of five (5) months from the date of execution of this Agreement. The Haskell County Attorney shall serve as the Throckmorton County Attorney for the period beginning August 1, 2020 through December 31, 2020. This Agreement may be terminated by either party prior to the end of the term of this Agreement by delivering written notice of intention to terminate this Agreement to the other party at least 30 days prior to termination. This Agreement may also be terminated for cause in the event either party materially breaches the terms of this Agreement.

## **SECTION 2 OBLIGATIONS OF HASKELL COUNTY**

Haskell County, by and through its elected County Attorney, hereby agrees to provide legal services to Throckmorton County on two (2) days each month, which services shall include the prosecution of all misdemeanors in Throckmorton County Court and Throckmorton Justice of the Peace Court, collecting any hot checks, holding monthly docket calls to dispose of cases, working with law enforcement officers in the investigation of misdemeanor cases, and trying any jury trial for cases unable to be disposed of through plea offers.

## **SECTION 3 OBLIGATIONS OF THROCKMORTON COUNTY**

Throckmorton County shall reimburse Haskell County the amount of \$2,000.00 per month plus any out of pocket expenses for the services rendered by Haskell County, by and through its elected County Attorney. Said reimbursement shall be paid monthly to Haskell County, beginning on 1<sup>st</sup> day of August, 2020 and continuing on the 1<sup>st</sup> day of each month until the termination of this Agreement.

## **SECTION 4 INDEMNITY**

To the extent allowed by law, the Throckmorton County agrees to hold Haskell County harmless from any and all liability arising from the legal services provided by the Haskell County Attorney to Throckmorton County. Nothing in this Agreement shall or may be construed as waiving or limiting the party's governmental or official immunity in the performance of this Agreement

## **SECTION 5 MISCELLANEOUS**

**5.01 Payments from Current Funds.** In the event that payments are required to be made pursuant to this Agreement such payments shall be made from current budgeted funds in possession of the parties.



**5.02 Binding Agreement.** Haskell County and Throckmorton County warrant and represent that they have taken all actions which are necessary to legally enter into and execute this Agreement so as to render the same effective and binding upon Haskell County and Throckmorton County under the terms and conditions stated herein.

**5.03 Amendments.** This Agreement constitutes the entire Agreement between the parties hereto. This Agreement may not be amended except by a written amendment properly approved by each parties' government bodies.

**5.04 Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

**5.05 Venue.** The parties hereto consent that venue of any action brought under this Agreement shall be in Haskell County, Texas.

**5.06 Assignability.** This Agreement and any rights, duties and obligations thereunder may not be assigned.

**5.07 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not become effective until it is executed by both parties to this Agreement.

**5.08 Entire Agreement.** This Agreement and the instruments called for by this Agreement constitute the whole Agreement of the parties and supersede any commitment, Agreement, memorandum or understanding previously made by the parties or any of those with respect to the subject matter of this Agreement.

**5.09 Prior Agreements Suspended.** This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreements between the parties.

**5.10 Notices.** All notices contemplated and/or required herein shall be in writing and shall be delivered in person or sent via certified mail, unless specifically provided otherwise.

Notices to Haskell County shall be sent to:

Haskell County Judge  
Haskell County Courthouse  
Haskell, Texas 79521

Notices to the Throckmorton County shall be sent to:

Throckmorton County Judge  
Throckmorton County Courthouse  
Throckmorton, Texas

The parties may consent to a different address for notices from time to time in writing signed by both parties hereto.

Executed this 24<sup>th</sup> day of Aug, 2020.

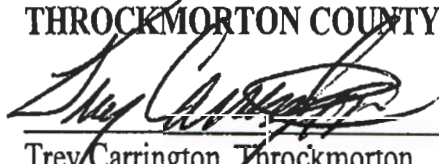
**HASKELL COUNTY**

\_\_\_\_\_  
Kenny Thompson, Haskell County Judge

Attest:

\_\_\_\_\_  
Haskell County Clerk

**THROCKMORTON COUNTY**

  
\_\_\_\_\_  
Trey Carrington, Throckmorton  
County Judge

Attest;

  
\_\_\_\_\_  
Throckmorton County Clerk

|                                   | 2019 VALUATION   |                      |  |                    |
|-----------------------------------|------------------|----------------------|--|--------------------|
|                                   |                  |                      |  |                    |
|                                   |                  |                      |  |                    |
|                                   |                  |                      |  |                    |
|                                   |                  |                      |  |                    |
|                                   |                  |                      |  |                    |
|                                   | <u>VALUATION</u> | <u>PROPOSED RATE</u> |  | <u>COLLECTIONS</u> |
|                                   |                  |                      |  |                    |
| GENERAL                           | \$ 198,592,470   | 0.765529             |  | \$ 1,520,283       |
|                                   |                  |                      |  |                    |
| ROAD & BRIDGE                     | \$ 198,592,470   | 0.142665             |  | \$ 283,322         |
|                                   |                  |                      |  |                    |
| FARM/MARKET                       | \$ 197,345,070   | <u>0.039139</u>      |  | <u>\$ 77,239</u>   |
|                                   |                  |                      |  |                    |
|                                   |                  |                      |  |                    |
|                                   |                  |                      |  |                    |
|                                   |                  |                      |  |                    |
|                                   |                  |                      |  |                    |
| DEBT FUND                         | \$ 198,592,470   | 0.085245             |  | \$ 169,290         |
|                                   |                  |                      |  |                    |
|                                   |                  |                      |  |                    |
|                                   |                  |                      |  |                    |
| TOTAL 2018 TAX RATE & COLLECTIONS |                  | 1.032578             |  | \$ 2,050,134       |
|                                   |                  |                      |  |                    |
|                                   |                  |                      |  |                    |
|                                   |                  |                      |  |                    |
|                                   |                  |                      |  |                    |
|                                   |                  |                      |  |                    |

Statements required in notice if the proposed tax rate exceeds the no-new-revenue tax rate but does not exceed the voter-approval tax rate, as prescribed by Tax Code §26.06(b-2).

## NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$ .906228 per \$100 valuation has been proposed by the governing body of  
Throckmorton County.

|                         |                   |           |
|-------------------------|-------------------|-----------|
| PROPOSED TAX RATE       | \$ <u>.906228</u> | per \$100 |
| NO-NEW-REVENUE TAX RATE | \$ <u>.875584</u> | per \$100 |
| VOTER-APPROVAL TAX RATE | \$ <u>.906228</u> | per \$100 |

The no-new-revenue tax rate is the tax rate for the 2020 tax year that will raise the same amount  
of property tax revenue for Throckmorton County from the same properties in both  
the 2019 tax year and the 2020 tax year.  
(preceding tax year) (current tax year) (name of taxing unit)

The voter-approval rate is the highest tax rate that Throckmorton County may adopt without holding  
an election to seek voter approval of the rate.  
(name of taxing unit)

The proposed tax rate is greater than the no-new-revenue tax rate. This means that Throckmorton County is proposing  
to increase property taxes for the 2020 tax year.  
(current tax year) (name of taxing unit)

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 28, 2020 @ 9:00 a.m.  
at the Throckmorton County Courthouse located at 105 N Minter Ave in Throckmorton, Texas.  
(date and time) (meeting place)

The proposed tax rate is not greater than the voter-approval tax rate. As a result, Throckmorton County is not required  
to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or  
opposition to the proposed tax rate by contacting the members of the Throckmorton Commissioners Court of  
Throckmorton County at their offices or by attending the public hearing mentioned above.  
(name of office responsible for administering the election) (name of taxing unit)

YOUR TAXES OWED UNDER ANY OF THE TAX RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

$$\text{Property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

(List names of all members of the governing body below, showing how each voted on the proposal to consider the tax increase or, if one or more were absent, indicating absences.)

FOR the proposal: Trey Carrington, Casey Wells, Kasey Hibblits, Lance Sullivan, Klay Mitchell

AGAINST the proposal: \_\_\_\_\_

PRESENT and not voting: \_\_\_\_\_

ABSENT: \_\_\_\_\_



The 86th Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by Throckmorton County last year  
(name of taxing unit)  
to the taxes proposed to be imposed on the average residence homestead by Throckmorton County this year.  
(name of taxing unit)

|                                            | 2019                                                                                 | 2020                                                                                 | Change                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Total tax rate (per \$100 of value)</b> | 2019 adopted tax rate<br><br>1.032578                                                | 2020 proposed tax rate<br><br>.906228                                                | (Increase/Decrease) of (nominal difference between tax rate for preceding year and proposed tax rate for current year) per \$100, or (percentage difference between tax rate for preceding year and proposed tax rate for current year)%                                                                                                                                     |
| <b>Average homestead taxable value</b>     | 2019 average taxable value of residence homestead<br><br>\$47,120                    | 2020 average taxable value of residence homestead<br><br>\$47,605                    | (Increase/Decrease) of (percentage difference between average taxable value of residence homestead for preceding year and current year)%                                                                                                                                                                                                                                     |
| <b>Tax on average homestead</b>            | 2019 amount of taxes on average taxable value of residence homestead<br><br>\$486.55 | 2020 amount of taxes on average taxable value of residence homestead<br><br>\$431.41 | (Increase/Decrease) of (nominal difference between amount of taxes imposed on the average taxable value of a residence homestead in the preceding year and the amount of taxes proposed on the average taxable value of a residence homestead in the current year), or (percentage difference between taxes imposed for preceding year and taxes proposed for current year)% |
| <b>Total tax levy on all properties</b>    | 2019 levy<br><br>\$2,052,497                                                         | (2020 proposed rate x current total value)/100<br>\$1,985,463                        | (Increase/Decrease) of (nominal difference between preceding year levy and proposed levy for current year), or (percentage difference between preceding year levy and proposed levy for current year)%                                                                                                                                                                       |

(If the tax assessor for the taxing unit maintains an Internet website)

For assistance with tax calculations, please contact the tax assessor for Throckmorton County  
(name of taxing unit)  
at 940-849-5691 or dsmith@throckmortoncad.org, or visit www.throckmortoncad.org  
(telephone number) (email address) (internet website address)  
for more information.

(If the tax assessor for the taxing unit does not maintain an Internet website)

For assistance with tax calculations, please contact the tax assessor for Throckmorton County  
(name of taxing unit)  
at 940-849-5691 or \_\_\_\_\_  
(telephone number) (email address)

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| THROCKMORTON COUNTY |                            |                |              |             |
|---------------------|----------------------------|----------------|--------------|-------------|
| Budget Report       |                            |                |              |             |
| July 2020           |                            |                |              |             |
| Acct                | Description                | July 2020 YTD  | 2020 Budget  | Remainder   |
|                     |                            |                |              |             |
|                     |                            |                |              |             |
|                     | INCOME STATEMENT           |                |              |             |
|                     | GENERAL FUND               |                |              |             |
| 0301                | CURRENT TAXES              | (1,367,359.05) | 1,520,282.00 | 152,922.95  |
| 0303                | DELINQUENT TAXES           | (434.90)       | -            | (434.90)    |
| 0311                | COURT RECORDS PRESERVATION | (125.00)       | 500.00       | 375.00      |
| 0312                | LAW ENFORCEMENT            | (2,314.15)     | 7,000.00     | 4,685.85    |
| 0313                | SECURITY FUND              | (746.84)       | 2,000.00     | 1,253.16    |
| 0314                | COUNTY ATTORNEY            | -              | 100.00       | 100.00      |
| 0315                | COUNTY RECORD MANAGEMENT   | (162.50)       | 300.00       | 137.50      |
| 0316                | COUNTY & DISTRICT CLERK    | (20,516.02)    | 45,000.00    | 24,483.98   |
| 0317                | CLERK'S RECORD MANAGEMENT  | (3,882.50)     | 10,000.00    | 6,117.50    |
| 0318                | COUNTY ASSESSOR/COLLECTOR  | (1,066.00)     | 5,000.00     | 3,934.00    |
| 0319                | VITAL STATISTICS FUND      | (12.00)        | 100.00       | 88.00       |
| 0320                | COUNTY TREASURER           | (893.95)       | 1,500.00     | 606.05      |
| 0321                | ARCHIVES FUND              | (3,955.00)     | 10,000.00    | 6,045.00    |
| 0322                | COUNTY JUDGE               | (12.00)        | 100.00       | 88.00       |
| 0324                | COURT REPORTER             | (165.00)       | 500.00       | 335.00      |
| 0326                | JUSTICE OF THE PEACE       | (9,606.70)     | 15,000.00    | 5,393.30    |
| 0327                | JUDICIAL TECHNOLOGY FUND   | (335.84)       | 1,000.00     | 664.16      |
| 0328                | JURY                       | (887.43)       | 200.00       | (687.43)    |
| 0330                | STATE FEES                 | 4,162.09       | -            | 4,162.09    |
| 0331                | BAIL BOND FEES             | -              | 100.00       | 100.00      |
| 0332                | DIGITIZED COURT RECORDS    | -              | 100.00       | 100.00      |
| 0333                | CHILD ABUSE PREVENTION     | (100.00)       | 50.00        | (50.00)     |
| 0334                | 11TH COURT OF APPEALS      | 130.00         | -            | 130.00      |
| 0338                | INTEREST-GENERAL           | (1,460.72)     | 4,000.00     | 2,539.28    |
| 0339                | COURT APPOINTED ATTY       | (1,248.00)     | 3,000.00     | 1,752.00    |
| 0340                | LAW LIBRARY                | (485.00)       | 1,500.00     | 1,015.00    |
| 0342                | VOTER REGISTRATION         | -              | 500.00       | 500.00      |
| 0346                | JUDGE/STATE SUBSIDY        | (10,100.00)    | 25,200.00    | 15,100.00   |
| 0348                | ATTORNEY/STATE SUBSIDY     | -              | 23,333.00    | 23,333.00   |
| 0355                | STATE GRANT PROCEEDS       | (19,247.32)    | -            | (19,247.32) |
| 0356                | BONDS                      | (7,500.00)     | -            | (7,500.00)  |
| 0357                | COURTHOUSE RESTORATION     | (2,048.00)     | -            | (2,048.00)  |
| 0360                | NURSING HOME UPL           | (98,002.92)    | -            | (98,002.92) |
| 0362                | OTHER                      | (3,000.00)     | -            | (3,000.00)  |
|                     | GROSS INCOME GENERAL FUND  | (1,551,374.75) | 1,676,365.00 | 124,990.25  |
|                     |                            |                |              |             |



| THROCKMORTON COUNTY |                           |               |             |           |
|---------------------|---------------------------|---------------|-------------|-----------|
| Budget Report       |                           |               |             |           |
| July 2020           |                           |               |             |           |
| Acct                | Description               | July 2020 YTD | 2020 Budget | Remainder |
|                     |                           |               |             |           |
|                     |                           |               |             |           |
|                     | GENERAL FUND EXPENSES     |               |             |           |
| 0402                | JUDGE'S SALARY            | 19,884.62     | 34,088.00   | 14,203.38 |
| 0403                | JUDGE'S STATE SUPPLEMENT  | 18,066.69     | 25,200.00   | 7,133.31  |
| 0404                | SECRETARY'S SALARY        | 8,262.00      | 14,148.00   | 5,886.00  |
| 0406                | TRAVEL ALLOWANCE          | 525.00        | 900.00      | 375.00    |
| 0408                | JUVENILE PROBATION        | 350.00        | 600.00      | 250.00    |
| 0410                | OFFICE SUPPLIES           | 99.50         | 200.00      | 100.50    |
| 0412                | POSTAGE                   | 94.00         | 200.00      | 106.00    |
| 0416                | DUES & CONFERENCES        | -             | 1,200.00    | 1,200.00  |
| 0426                | CLERK'S SALARY            | 18,761.68     | 32,163.00   | 13,401.32 |
| 0428                | DEPUTY'S SALARY           | 16,402.50     | 28,296.00   | 11,893.50 |
| 0431                | PART TIME HELP            | 883.50        | 5,000.00    | 4,116.50  |
| 0432                | OFFICE SUPPLIES           | 354.74        | 1,500.00    | 1,145.26  |
| 0434                | POSTAGE                   | 224.00        | 1,000.00    | 776.00    |
| 0440                | DUES & CONFERENCES        | -             | 4,500.00    | 4,500.00  |
| 0442                | ARCHIVES FUND             | -             | 25,000.00   | 25,000.00 |
| 0444                | RECORD MANAGEMENT         | 189.00        | 25,000.00   | 24,811.00 |
| 0445                | VITAL STATISTICS EXPENSES | -             | 250.00      | 250.00    |
| 0446                | SOFTWARE MAINTENANCE      | 5,425.00      | 10,000.00   | 4,575.00  |
| 0448                | OFFICE EQUIPMENT          | 1,042.13      | 3,500.00    | 2,457.87  |
| 0452                | TREASURER'S SALARY        | 20,164.62     | 34,568.00   | 14,403.38 |
| 0454                | PART TIME HELP'S SALARY   | -             | 2,500.00    | 2,500.00  |
| 0458                | OFFICE SUPPLIES           | 186.35        | 1,500.00    | 1,313.65  |
| 0460                | POSTAGE                   | 424.00        | 600.00      | 176.00    |
| 0464                | DUES & CONFERENCES        | 150.00        | 1,500.00    | 1,350.00  |
| 0468                | SOFTWARE MAINTENANCE      | -             | 1,000.00    | 1,000.00  |
| 0470                | OFFICE EQUIPMENT          | 689.68        | 2,500.00    | 1,810.32  |
| 0476                | J.P.'S SALARY             | 16,285.50     | 27,918.00   | 11,632.50 |
| 0478                | SECRETARY'S SALARY        | 8,262.00      | 14,148.00   | 5,886.00  |
| 0482                | OFFICE SUPPLIES           | 99.52         | 500.00      | 400.48    |
| 0484                | POSTAGE                   | 55.00         | 200.00      | 145.00    |
| 0488                | DUES & CONFERENCES        | 2,465.00      | 1,500.00    | (965.00)  |
| 0490                | TECHNOLOGY EXPENSES       | 301.87        | 3,000.00    | 2,698.13  |
| 0492                | SOFTWARE MAINTENANCE      | -             | 3,500.00    | 3,500.00  |
|                     |                           |               |             |           |
|                     |                           |               |             |           |
|                     |                           |               |             |           |
|                     |                           |               |             |           |
|                     |                           |               |             |           |



| THROCKMORTON COUNTY |                             |               |             |            |
|---------------------|-----------------------------|---------------|-------------|------------|
| Budget Report       |                             |               |             |            |
| July 2020           |                             |               |             |            |
| Acct                | Description                 | July 2020 YTD | 2020 Budget | Remainder  |
| 0502                | SHERIFF'S SALARY            | 20,526.24     | 35,188.00   | 14,661.76  |
| 0504                | DEPUTY'S SALARY             | 18,200.00     | 31,200.00   | 13,000.00  |
| 0505                | RELIEF DEPUTY               | 4,308.00      | 16,200.00   | 11,892.00  |
| 0506                | SECRETARY'S SALARY          | 16,603.15     | 28,820.00   | 12,216.85  |
| 0508                | DISPATCHERS' SALARIES       | 46,968.01     | 83,600.00   | 36,631.99  |
| 0510                | PART TIME HELP'S SALARY     | 756.00        | 2,000.00    | 1,244.00   |
| 0512                | TRAVEL EXPENSE, MEALS       | -             | 1,000.00    | 1,000.00   |
| 0514                | OFFICE SUPPLIES             | 1,006.13      | 2,000.00    | 993.87     |
| 0516                | POSTAGE                     | 277.32        | 500.00      | 222.68     |
| 0518                | OPERATING EXPENSES          | 1,833.51      | 5,000.00    | 3,166.49   |
| 0520                | TELEPHONE                   | 1,522.97      | 3,000.00    | 1,477.03   |
| 0522                | COMMUNICATIONS              | 736.20        | 3,500.00    | 2,763.80   |
| 0524                | AUTO MAINTENANCE            | 7,310.71      | 20,000.00   | 12,689.29  |
| 0526                | NIBRS                       | 4,984.00      | 7,500.00    | 2,516.00   |
| 0528                | DUES & CONFERENCES          | 450.00        | 4,000.00    | 3,550.00   |
| 0530                | OFFICE EQUIPMENT            | 2,234.19      | 4,000.00    | 1,765.81   |
| 0532                | VEHICLES                    | 28,904.00     | 28,904.00   | -          |
| 0534                | PRISONER CARE - BOARDING    | 24,840.00     | 20,000.00   | (4,840.00) |
| 0536                | PRISONER CARE-OTHER         | 352.28        | 2,500.00    | 2,147.72   |
| 0552                | D.A.'S SECRETARY'S SALARY   | 2,471.35      | 4,400.00    | 1,928.65   |
| 0553                | DISTRICT COURT COORDINATOR  | 3,277.68      | 7,700.00    | 4,422.32   |
| 0554                | COURT REPORTER'S SALARY     | 5,156.62      | 9,000.00    | 3,843.38   |
| 0555                | COMMUNITY SUPERVISION       | 787.60        | 2,500.00    | 1,712.40   |
| 0556                | COUNTY ATTORNEY'S SALARY    | 200.00        | 4,800.00    | 4,600.00   |
| 0557                | CO. ATTY. STATE SUPPLEMENT  | -             | 23,333.00   | 23,333.00  |
| 0558                | PROBATION CHAIRMAN'S SALARY | 600.00        | 1,200.00    | 600.00     |
| 0560                | JURORS                      | 1,548.00      | 3,000.00    | 1,452.00   |
| 0561                | JUV PROBATION BOARD-DA      | 600.00        | 1,200.00    | 600.00     |
| 0564                | COURT APPOINTED ATTORNEYS   | 10,570.55     | 10,000.00   | (570.55)   |
| 0570                | CO. ATTY. OFFICE OPERATIONS | 50.00         | 1,000.00    | 950.00     |
| 0574                | COURT EXPENSES              | 8,178.18      | 15,000.00   | 6,821.82   |
| 0576                | LAW LIBRARY EXPENSES        | 448.55        | 6,000.00    | 5,551.45   |
| 0583                | VETERAN OFFICER EXPENSES    | -             | 2,000.00    | 2,000.00   |
| 0588                | MUSEUM                      | 527.74        | 1,000.00    | 472.26     |
| 0592                | PUBLIC LIBRARY              | 12,000.00     | 12,000.00   | -          |
|                     |                             |               |             |            |
|                     |                             |               |             |            |
|                     |                             |               |             |            |
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| THROCKMORTON COUNTY |                             |               |             |            |
|---------------------|-----------------------------|---------------|-------------|------------|
| Budget Report       |                             |               |             |            |
| July 2020           |                             |               |             |            |
| Acct                | Description                 | July 2020 YTD | 2020 Budget | Remainder  |
| 0601                | CONVENIENCE STATION         | 8,280.00      | 14,500.00   | 6,220.00   |
| 0602                | JANITOR'S SALARY            | 9,382.44      | 18,000.00   | 8,617.56   |
| 0605                | TELEPHONE                   | 18,795.72     | 36,000.00   | 17,204.28  |
| 0606                | UTILITIES                   | 9,187.39      | 16,000.00   | 6,812.61   |
| 0607                | ANNEX UTILITIES             | 4,487.05      | 8,000.00    | 3,512.95   |
| 0608                | COURTHOUSE SUPPLIES         | 2,029.06      | 3,000.00    | 970.94     |
| 0609                | ANNEX SUPPLIES              | 987.40        | 1,000.00    | 12.60      |
| 0610                | MAINTENANCE & REPAIRS       | 2,220.16      | 10,000.00   | 7,779.84   |
| 0611                | ANNEX MAINTENANCE & REPAIRS | 2,530.11      | 5,000.00    | 2,469.89   |
| 0626                | C.E.A.-AG. SALARY           | 6,434.12      | 11,030.00   | 4,595.88   |
| 0630                | TRAVEL                      | 3,325.00      | 5,700.00    | 2,375.00   |
| 0632                | SUPPLIES                    | 864.82        | 1,000.00    | 135.18     |
| 0634                | TELEPHONE                   | 1,326.49      | 2,000.00    | 673.51     |
| 0638                | STOCK SHOW EXPENSES         | 800.50        | 4,000.00    | 3,199.50   |
| 0639                | CONFERENCE/MEETINGS         | 58.50         | 2,000.00    | 1,941.50   |
| 0642                | SHOW BARN UTILITIES         | 1,799.61      | 3,000.00    | 1,200.39   |
| 0644                | SHOW BARN MAINTENANCE       | 42.48         | 1,000.00    | 957.52     |
| 0654                | ELECTION JUDGES & CLERKS    | 2,545.00      | 4,000.00    | 1,455.00   |
| 0655                | ELECTION EQUIPMENT          | (120,075.00)  | 20,000.00   | 140,075.00 |
| 0656                | SUPPLIES, BALLOTS           | 681.26        | 3,000.00    | 2,318.74   |
| 0657                | VOTER REGISTRAR/ELECT ADM   | 7,210.72      | 13,000.00   | 5,789.28   |
| 0658                | VOTER REGISTRATION FUND     | 574.61        | 1,000.00    | 425.39     |
| 0659                | EDUCATION EXPENSES          | -             | 1,500.00    | 1,500.00   |
| 0662                | AUDITOR'S FEE               | -             | 15,000.00   | 15,000.00  |
| 0666                | EMPLOYEE BENEFITS-SS/RET.   | 62,191.23     | 112,000.00  | 49,808.77  |
| 0667                | UNEMPLOYMENT                | -             | 2,500.00    | 2,500.00   |
| 0668                | APPRAISAL DIST. FEES        | 93,337.86     | 116,000.00  | 22,662.14  |
| 0669                | COMPUTER TECHNOLOGY         | 24,377.08     | 30,000.00   | 5,622.92   |
| 0670                | MISCELLANEOUS               | 16,995.00     | 30,000.00   | 13,005.00  |
| 0671                | THROCKMORTON VFD            | 3,790.48      | 13,500.00   | 9,709.52   |
| 0672                | WOODSON VFD                 | 31.65         | 7,500.00    | 7,468.35   |
| 0673                | SECURITY FUND               | -             | 1,000.00    | 1,000.00   |
| 0676                | HOSPITAL SUBSIDY            | -             | 200,000.00  | 200,000.00 |
| 0677                | PAUPER BURIAL               | -             | 1,000.00    | 1,000.00   |
| 0678                | INDIGENT HEALTH CARE        | -             | 30,000.00   | 30,000.00  |
| 0679                | OUTREACH SERVICES           | 2,640.00      | 1,320.00    | (1,320.00) |
|                     |                             |               |             |            |
|                     |                             |               |             |            |
|                     |                             |               |             |            |
|                     |                             |               |             |            |

| THROCKMORTON COUNTY |                             |               |              |              |
|---------------------|-----------------------------|---------------|--------------|--------------|
| Budget Report       |                             |               |              |              |
| July 2020           |                             |               |              |              |
| Acct                | Description                 | July 2020 YTD | 2020 Budget  | Remainder    |
|                     |                             |               |              |              |
|                     |                             |               |              |              |
| 0682                | INSURANCE-GROUP HEALTH      | 99,256.83     | 180,000.00   | 80,743.17    |
| 0684                | INSURANCE-WORKER'S COMP     | 33,162.00     | 33,500.00    | 338.00       |
| 0686                | INSURANCE-BONDS             | 525.00        | 1,200.00     | 675.00       |
| 0690                | INSURANCE-GENERAL LIABILITY | 22,003.00     | 25,000.00    | 2,997.00     |
| 0694                | INSURANCE-PROPERTY          | 15,991.00     | 17,000.00    | 1,009.00     |
| 0702                | SALARIES                    | 51,944.00     | 89,217.00    | 37,273.00    |
| 0704                | TRAVEL ALLOWANCE            | 11,641.85     | 20,320.00    | 8,678.15     |
| 0706                | CONFERENCES AND DUES        | 1,832.00      | 5,000.00     | 3,168.00     |
| 0708                | OTHER                       | -             | 1,000.00     | 1,000.00     |
| 0710                | LEGISLATIVE ACTIVITIES      | -             | 200.00       | 200.00       |
|                     | TOTAL GENERAL FUND EXPENSES | 771,083.30    | 1,826,711.00 | 1,055,627.70 |
|                     |                             |               |              | -            |



| THROCKMORTON COUNTY     |                       |              |            |            |
|-------------------------|-----------------------|--------------|------------|------------|
| Budget Report           |                       |              |            |            |
| July 2020               |                       |              |            |            |
| Acct                    | Description           | Actual       | Budget     | Remainder  |
|                         |                       |              |            |            |
|                         |                       |              |            |            |
| (31) ROAD<br>& BRIDGE   |                       |              |            |            |
|                         |                       |              |            |            |
|                         | PRECINCT INCOME       |              |            |            |
| 1300                    | AD VALOREM TAXES      | (249,763.62) | 283,322.00 | 33,558.38  |
| 1310                    | AUTO REGISTRATION     | (96,695.31)  | 150,000.00 | 53,304.69  |
| 1350                    | DEBT TAX              | (146,778.67) | 169,290.00 | 22,511.33  |
|                         | TOTAL PRECINCT INCOME | (493,237.60) | 602,612.00 | 109,374.40 |
|                         |                       |              |            |            |
|                         |                       |              |            |            |
| (32) FARM<br>TO MARKET  |                       |              |            |            |
|                         |                       |              |            |            |
|                         | PRECINCT INCOME       |              |            |            |
| 1300                    | AD VALOREM TAXES      | (68,152.56)  | 77,239.00  | 9,086.44   |
|                         | TOTAL PRECINCT INCOME | (68,152.56)  | 77,239.00  | 9,086.44   |
|                         |                       |              |            |            |
|                         |                       |              |            |            |
| (33)<br>LATERAL<br>ROAD |                       |              |            |            |
|                         |                       |              |            |            |
|                         | PRECINCT INCOME       |              |            |            |
| 1340                    | OTHER                 | -            | 12,344.00  | 12,344.00  |
|                         | TOTAL PRECINCT INCOME | -            | 12,344.00  | 12,344.00  |
|                         |                       |              |            |            |
|                         |                       |              |            |            |
|                         | PRECINCT INCOME       |              |            |            |
| 1300                    | AD VALOREM TAXES      | (317,916.18) | 360,561.00 | 42,644.82  |
| 1310                    | AUTO REGISTRATION     | (99,580.01)  | 150,000.00 | 50,419.99  |
| 1340                    | OTHER                 | -            | 12,344.00  | 12,344.00  |
| 1350                    | DEBT TAX              | (151,622.17) | 169,290.00 | 17,667.83  |
|                         | TOTAL PRECINCT INCOME | (569,118.36) | 692,195.00 | 123,076.64 |



| THROCKMORTON COUNTY          |                          |                      |                    |                    |
|------------------------------|--------------------------|----------------------|--------------------|--------------------|
| Budget Report                |                          |                      |                    |                    |
| July 2020                    |                          |                      |                    |                    |
|                              |                          |                      |                    |                    |
|                              |                          |                      |                    |                    |
|                              |                          |                      |                    |                    |
|                              |                          |                      |                    |                    |
| <u>Acct</u>                  | <u>Description</u>       | <u>July 2020 YTD</u> | <u>2020 Budget</u> | <u>Remainder</u>   |
|                              |                          |                      |                    |                    |
|                              |                          |                      |                    |                    |
| (1) ROAD &<br>BRIDGE-PREC #1 |                          |                      |                    |                    |
|                              | <u>PRECINCT EXPENSES</u> |                      |                    |                    |
| 1400                         | EMPLOYEE WAGES           | 17,848.50            | 30,450.00          | 12,601.5           |
| 1410                         | EMPLOYEE BENEFITS        | 3,465.35             | 6,000.00           | 2,534.7            |
| 1420                         | UTILITIES                | 2,288.50             | 4,300.00           | 2,011.5            |
| 1430                         | EQUIPMENT MAINTENANCE    | 3,877.28             | 10,000.00          | 6,122.7            |
| 1440                         | FUEL                     | 2,408.47             | 8,000.00           | 5,591.5            |
| 1460                         | ROAD MAINTENANCE         | 178,539.31           | 17,000.00          | (161,539.3)        |
| 1480                         | OTHER                    | 856.96               | 15,000.00          | <u>14,143.0</u>    |
|                              | TOTAL PRECINCT EXPENSES  | 209,284.37           | 90,750.00          | <u>(118,534.4)</u> |
|                              |                          |                      |                    |                    |
| (21) LATERAL<br>ROAD-PREC #1 |                          |                      |                    |                    |
|                              | <u>PRECINCT EXPENSES</u> |                      |                    |                    |
| 1460                         | ROAD MAINTENANCE         | 0.00                 | 3,000.00           | <u>3,000.00</u>    |
|                              | TOTAL PRECINCT EXPENSES  | 0.00                 | 3,000.00           | <u>3,000.00</u>    |
|                              |                          |                      |                    |                    |
|                              |                          |                      |                    |                    |
|                              | TOTAL                    | 209,284.37           | 93,750.00          | (115,534.37)       |

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| THROCKMORTON COUNTY             |                          |                      |                    |                  |
|---------------------------------|--------------------------|----------------------|--------------------|------------------|
| Budget Report                   |                          |                      |                    |                  |
| July 2020                       |                          |                      |                    |                  |
|                                 |                          |                      |                    |                  |
| <u>Acct</u>                     | <u>Description</u>       | <u>July 2020 YTD</u> | <u>2020 Budget</u> | <u>Remainder</u> |
|                                 |                          |                      |                    |                  |
|                                 |                          |                      |                    |                  |
| (2) ROAD &<br>BRIDGE-PREC<br>#2 |                          |                      |                    |                  |
|                                 |                          |                      |                    |                  |
|                                 | <u>PRECINCT EXPENSES</u> |                      |                    |                  |
| 1400                            | EMPLOYEE WAGES           | 31,843.15            | 56,700.00          | 24,856.85        |
| 1410                            | EMPLOYEE BENEFITS        | 4,386.16             | 8,000.00           | 3,613.84         |
| 1420                            | UTILITIES                | 1,708.22             | 3,000.00           | 1,291.78         |
| 1430                            | EQUIPMENT MAINTENANCE    | 10,698.23            | 20,000.00          | 9,301.77         |
| 1440                            | FUEL                     | 10,408.18            | 15,000.00          | 4,591.82         |
| 1460                            | ROAD MAINTENANCE         | 16,260.12            | 17,000.00          | 739.88           |
| 1480                            | OTHER                    | 856.96               | 15,000.00          | 14,143.04        |
| 1490                            | OUTSTANDING DEBT         | 164,293.33           | 164,211.49         | (81.84)          |
|                                 | TOTAL PRECINCT EXPENSES  | 240,454.35           | 298,911.49         | 58,457.14        |
|                                 |                          |                      |                    |                  |
| (22) LATERAL<br>ROAD-PREC #2    |                          |                      |                    |                  |
|                                 | <u>PRECINCT EXPENSES</u> |                      |                    |                  |
| 1460                            | ROAD MAINTENANCE         | -                    | 3,000.00           | 3,000.00         |
|                                 | TOTAL PRECINCT EXPENSES  | -                    | 3,000.00           | 3,000.00         |
|                                 |                          |                      |                    |                  |
|                                 |                          |                      |                    |                  |
|                                 | TOTAL                    | 240,454.35           | 301,911.49         | 61,457.14        |

| THROCKMORTON COUNTY          |                          |                      |                    |                  |
|------------------------------|--------------------------|----------------------|--------------------|------------------|
| Budget Report                |                          |                      |                    |                  |
| July 2020                    |                          |                      |                    |                  |
|                              |                          |                      |                    |                  |
|                              |                          |                      |                    |                  |
|                              |                          |                      |                    |                  |
| <u>Acct</u>                  | <u>Description</u>       | <u>July 2020 YTD</u> | <u>2020 Budget</u> | <u>Remainder</u> |
|                              |                          |                      |                    |                  |
|                              |                          |                      |                    |                  |
| (3) ROAD &<br>BRIDGE-PREC #3 |                          |                      |                    |                  |
|                              | <u>PRECINCT EXPENSES</u> |                      |                    |                  |
| 1400                         | EMPLOYEE WAGES           | 17,586.30            | 58,800.00          | 41,213.70        |
| 1410                         | EMPLOYEE BENEFITS        | 3,381.53             | 10,600.00          | 7,218.47         |
| 1420                         | UTILITIES                | 1,733.05             | 2,500.00           | 766.95           |
| 1430                         | EQUIPMENT MAINTENANCE    | 1,767.88             | 20,000.00          | 18,232.12        |
| 1440                         | FUEL                     | 3,923.72             | 15,000.00          | 11,076.28        |
| 1460                         | ROAD MAINTENANCE         | 79,706.89            | 17,000.00          | (62,706.89)      |
| 1480                         | OTHER                    | 856.95               | 15,000.00          | 14,143.05        |
|                              | TOTAL PRECINCT EXPENSES  | 108,956.32           | 138,900.00         | 29,943.68        |
|                              |                          |                      |                    |                  |
| (23) LATERAL<br>ROAD-PREC #3 |                          |                      |                    |                  |
|                              | <u>PRECINCT EXPENSES</u> |                      |                    |                  |
| 1460                         | ROAD MAINTENANCE         | -                    | 3,000.00           | 3,000.00         |
|                              | TOTAL PRECINCT EXPENSES  | -                    | 3,000.00           | 3,000.00         |
|                              |                          |                      |                    |                  |
|                              |                          |                      |                    |                  |
|                              | TOTAL                    | 108,956.32           | 141,900.00         | 32,943.68        |

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| THROCKMORTON COUNTY          |                          |               |             |                   |
|------------------------------|--------------------------|---------------|-------------|-------------------|
| Budget Report                |                          |               |             |                   |
| July 2020                    |                          |               |             |                   |
|                              |                          |               |             |                   |
|                              |                          |               |             |                   |
| Acct                         | Description              | July 2020 YTD | 2020 Budget | Remainder         |
|                              |                          |               |             |                   |
|                              |                          |               |             |                   |
|                              |                          |               |             |                   |
| (4) ROAD &<br>BRIDGE-PREC #4 |                          |               |             |                   |
|                              | <u>PRECINCT EXPENSES</u> |               |             |                   |
| 1400                         | EMPLOYEE WAGES           | 27,665.67     | 61,950.00   | 34,284.33         |
| 1410                         | EMPLOYEE BENEFITS        | 6,320.85      | 11,500.00   | 5,179.15          |
| 1420                         | UTILITIES                | 2,103.47      | 2,700.00    | 596.53            |
| 1430                         | EQUIPMENT MAINTENANCE    | 3,954.30      | 20,000.00   | 16,045.70         |
| 1440                         | FUEL                     | 6,536.31      | 12,000.00   | 5,463.69          |
| 1460                         | ROAD MAINTENANCE         | (16,561.45)   | 17,000.00   | 33,561.45         |
| 1480                         | OTHER                    | 856.96        | 15,000.00   | <u>14,143.04</u>  |
|                              | TOTAL PRECINCT EXPENSES  | 30,876.11     | 140,150.00  | <u>109,273.89</u> |
|                              |                          |               |             |                   |
| (24) LATERAL<br>ROAD-PREC #4 |                          |               |             |                   |
|                              | <u>PRECINCT EXPENSES</u> |               |             |                   |
| 1460                         | ROAD MAINTENANCE         | 2,880.00      | 3,000.00    | <u>120.00</u>     |
|                              | TOTAL PRECINCT EXPENSES  | 2,880.00      | 3,000.00    | <u>120.00</u>     |
|                              |                          |               |             |                   |
|                              |                          |               |             |                   |
|                              | TOTAL                    | 33,756.11     | 143,150.00  | 109,393.89        |

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|                       |                |               |  |
|-----------------------|----------------|---------------|--|
| August 24, 2020       |                |               |  |
|                       |                |               |  |
|                       |                |               |  |
| <u>VENDOR NAME</u>    | <u>ACCOUNT</u> | <u>AMOUNT</u> |  |
| BCBS                  |                | 12,607.99     |  |
| UNUM                  |                | 296.83        |  |
| AFLAC                 |                | 680.16        |  |
| SUPERIOR VISION       |                | 176.10        |  |
| AT&T                  | PREC. 1        | 94.79         |  |
| SPRINGHOUSE           |                | 91.42         |  |
| WINDSTREAM            |                | 164.85        |  |
| WINDSTREAM            |                | 727.49        |  |
| CITY                  |                |               |  |
| CITY                  | PREC. 1        |               |  |
| CITY                  | PREC. 2        |               |  |
| CITY                  | PREC. 4        |               |  |
| TX CHILD SUPPORT DISB |                | 112.00        |  |
| DICKENS COUNTY        |                | 1,240.00      |  |
| 39TH JUDICIAL DIST    |                | 435.20        |  |
| INGRAM CONCRETE       | PREC. ?        | 193.50        |  |
| INGRAM CONCRETE       | PREC. 2        | 912.46        |  |
| INGRAM CONCRETE       | PREC. ?        | 542.11        |  |
| POSTMASTER            |                | 94.00         |  |
| DAX PUESCHEL          |                | 850.00        |  |
| REGGIE WILSON         |                | 350.00        |  |
| CHRIS BARAN           |                | 455.00        |  |
| JENNY HENLEY          |                | 250.00        |  |
| LTC GROUP             |                | 39,000.00     |  |
| INTERBANK             |                | 108,644.73    |  |
| INTERBANK             |                | 39,204.95     |  |
| DE LAGE LANDEN        |                | 357.02        |  |
| LILLIE TIMMS          |                | 22.74         |  |
| HART                  |                | 807.00        |  |
| ZACK BURKETT          | PREC. 1        | 8,218.33      |  |
| BUB & SAM CREEL       | PREC. 1        | 22,820.40     |  |
| BUB & SAM CREEL       | PREC. 4        | 11,481.36     |  |
| BRUCKNER'S            | PREC. 2        | 65.09         |  |
| CLINT HARPER          |                | 84.82         |  |
| OFFICE DEPOT          |                | 579.98        |  |
| A-1 FIRE EXTINGUISHER |                | 72.00         |  |

**ORDER APPROVING TAX ABATEMENT AGREEMENT BETWEEN  
AZURE SKY WIND PROJECT, LLC AND THROCKMORTON COUNTY, TEXAS**

AN ORDER OF THE COMMISSIONERS COURT OF THROCKMORTON COUNTY, TEXAS APPROVING A TAX ABATEMENT AGREEMENT BETWEEN THROCKMORTON COUNTY AND AZURE SKY WIND PROJECT, LLC AND AUTHORIZING EXECUTION OF THE AGREEMENT, ACTIONS BY COUNTY OFFICIALS, EMPLOYEES OR AGENTS TO CARRY OUT ITS TERMS AND MAKING CERTAIN FINDINGS OF FACT AND CONCLUSIONS OF LAW AND OTHER ORDERS:

Election to Participate in Tax Abatements

WHEREAS, on June 22, 2020 the Commissioners Court of Throckmorton County, Texas (the "Commissioners Court") adopted an order by which Throckmorton County (the "County") elected to become eligible to participate in tax abatements pursuant to the *Texas Property Redevelopment and Tax Abatement Act*, Chapter 312 of the Texas Tax Code (herein, the "Act"), and approved Tax Abatement Guidelines and Criteria governing tax abatement agreements entered into by the County (hereinafter collectively referred to as the "Guidelines"); and

Designation of Throckmorton County Reinvestment Zone 2020-1

WHEREAS, on June 22, 2020, the Commissioners Court adopted an order designating certain tracts of land located in the County as the *Throckmorton County Reinvestment Zone 2020-1* (the "Reinvestment Zone"); and

Tax Abatement Agreement

WHEREAS, representatives of the County and Azure Sky Wind Project, LLC ("Owner") have negotiated a Tax Abatement Agreement (the "Tax Abatement Agreement") providing for tax abatement with respect to certain improvements (the "Improvements") to be constructed in the Reinvestment Zone and a true copy of the Tax Abatement Agreement is attached to this order as Exhibit A; and

Project Consistent with Guidelines and the Act

WHEREAS, the Commissioners Court has concluded that the Improvements and operations proposed by Owner within the Reinvestment Zone and described in this Tax Abatement Agreement, and its terms: (i) are consistent with the requirements of the Act and the Guidelines or, to the extent of any inconsistency with the Guidelines, the Commissioners Court has determined, in its discretion and in accordance with TEX. TAX CODE §312.002(d), that the Tax Abatement Agreement should be entered into notwithstanding any such inconsistency, and (ii) constitute a major investment in the Reinvestment Zone that will be a benefit to the Reinvestment Zone and will contribute to the economic development of the County; and



No Wind-Powered Energy Device Within 25 Miles of Military Aviation Facility

WHEREAS based upon representations made by representatives of Owner in this Agreement, the Commissioners Court finds that the Improvements and Facilities referred to in the Tax Abatement Agreement will not include any "wind-powered energy device" that is located within 25 nautical miles of the boundaries of a "military aviation facility" as those quoted terms are defined in TEX. TAX CODE §312.0021; and

Procedural Requirements Satisfied

WHEREAS, the Commissioners Court of Throckmorton County, Texas has determined:

(1) Approval. That this order was approved by a majority of the Commissioners Court in a regularly scheduled meeting held on the date hereof at which a quorum of the members of the Commissioners Court were present;

(2) Public Meeting. That the meeting at which this order was approved was open to the public,

(3) Notices. That the meeting at which this order was approved was preceded by the following notices:

(A) 30 Day Posted Notice. As required by Section 312.207(c) of the Texas Tax Code a notice was posted at the place for posting of public meeting notices at the Throckmorton County Courthouse and on Throckmorton County's website not less than 30 days before the scheduled date and time for the meeting at which this order was approved, which notice contained the information required by Section 312.207(c) of the Texas Tax Code; and

(B) Open Meetings Notice. Written notice of the intention of the Commissioners Court to consider, and act upon, the Tax Abatement Agreement, was posted as a part of the Commissioner's regular agenda for its August 24, 2020 regular meeting and such notice was posted in the manner prescribed by Chapter 551 of the Texas Government Code (the "Open Meetings Act"), and

(C) Notice to Taxing Entities. Written notice of the County's intention to enter into the Tax Abatement Agreement along with a copy of the proposed Tax Abatement Agreement was sent not less than seven (7) days prior to the date of the meeting at which this order was approved by the County, through its legal counsel to the presiding officer of the Throckmorton Collegiate Independent School District; that being the only other taxing entities within the Reinvestment Zone; and

Tax Abatement Agreement Should Be Approved

WHEREAS, the Commissioners Court also finds and concludes that the Tax Abatement Agreement should be, in all things, APPROVED, the County Judge authorized and directed to execute same on behalf of Throckmorton County, and the following orders should be entered:

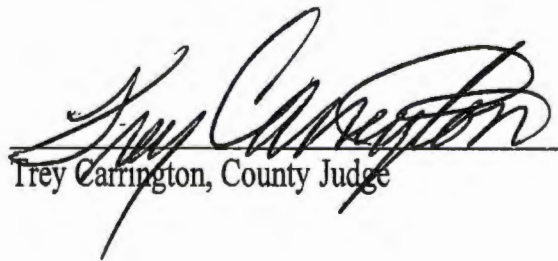
IT IS, THEREFORE, ORDERED BY THE COMMISSIONERS COURT OF THROCKMORTON COUNTY, TEXAS:

1. That the Tax Abatement Agreement is hereby APPROVED and the County Judge of Throckmorton County, Texas is hereby authorized and directed to execute same on behalf of Throckmorton County thereby binding Throckmorton County to the terms and conditions thereof.

2. That all officers, employees and agents of Throckmorton County are further authorized and directed to take such actions as may be reasonably necessary to execute and carry out, on behalf of Throckmorton County, Texas, the terms of the Tax Abatement Agreement, as amended herein.

3. That each of the recitals set forth above are hereby approved as findings of fact and conclusions of law by the Commissioners Court.

PASSED AND APPROVED by the Commissioners Court of Throckmorton County, Texas on August 24, 2020.

  
Trey Carrington, County Judge

Attest:

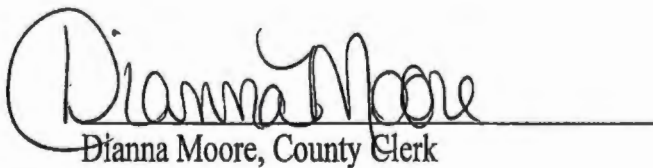
  
Dianna Moore, County Clerk



EXHIBIT A to  
Order Approving Tax Abatement Agreement between Throckmorton County, Texas  
and Azure Sky Wind Project, LLC

Copy of Tax Abatement Agreement

Consisting of 85 pages exclusive of this cover page.

**TAX ABATEMENT AGREEMENT**  
**between**  
**THROCKMORTON COUNTY, TEXAS and AZURE SKY WIND PROJECT, LLC**

This Tax Abatement Agreement (this "Agreement") is entered into by and between Throckmorton County, Texas (the "County") duly acting herein by and through its County Judge, and Azure Sky Wind Project, LLC, a Delaware limited liability company (together with its successors and assigns, "Owner").

Recitals:

A. Election to Participate in Tax Abatement. On June 22, 2020, the Commissioners Court of Throckmorton County, Texas (the "Commissioners Court") adopted a resolution stating that the County had elected to become eligible to participate in tax abatements pursuant to the *Texas Property Redevelopment and Tax Abatement Act*, as amended (herein referred to as the "Act").

B. Adoption of Tax Abatement Guidelines and Criteria. On June 22, 2020, following its action electing to participate in tax abatement, the Commissioners Court conducted a public hearing on the adoption of tax abatement guidelines and criteria and then approved guidelines and criteria governing tax abatement agreements entered into by the County (hereinafter referred to as the "Guidelines").

C. Public Hearing on Designation of Reinvestment Zone. On June 22, 2020, following actions described in recitals A and B above, the Commissioners Court conducted a public hearing on the advisability of designating the Throckmorton County Reinvestment Zone 2020-1 (the "Reinvestment Zone"), which public hearing was preceded by: (i) notice published on June 11, 2020 (more than 7 days prior to the date of the public hearing) in the Throckmorton Tribune, a newspaper of general circulation within Throckmorton County, Texas and where the tracts to be designated are located, (ii) notice which was sent by certified mail, return receipt requested, more than 7 days prior to the public hearing, to the presiding officer of the Throckmorton Collegiate Independent School District (the "Other Taxing Unit") which is the only other taxing units located within the proposed Reinvestment Zone and (iii) notice posted in accordance with Chapter 551 of the Texas Government Code (the "Open Meetings Act").

D. Designation of Reinvestment Zone. On June 22, 2020, following the conclusion of the public hearing on the proposed Reinvestment Zone, the Commissioners Court adopted an *Order Designating the Throckmorton County Reinvestment Zone 2020-1* which has been executed by the County Judge on behalf of the County Commissioners, and which order designates all or portions of the following tracts of land, all of which is located in Throckmorton County, Texas and which tracts are described by acreage, survey and abstract number and block or section number below, as the Throckmorton County Reinvestment Zone 2020-1 (herein, the "Reinvestment Zone"):

| Acreage | Survey Nos - All in BBB&C RR Co<br>Survey unless otherwise indicated | Abstract Nos. | Block/Section<br>Nos. |
|---------|----------------------------------------------------------------------|---------------|-----------------------|
| 160     | 128                                                                  | 1068          |                       |
| 160     | 220                                                                  | 1228          |                       |
| 3,640   | W41                                                                  |               | 126                   |
|         |                                                                      |               | 127                   |
|         |                                                                      |               | 128                   |
|         |                                                                      |               | 157                   |
|         |                                                                      |               | 158                   |
|         |                                                                      |               | 159                   |
| 80      | 99                                                                   | 123           |                       |
| 160     | 220                                                                  | 1228          |                       |
| 120     | 227                                                                  | 137           |                       |
| 160     | 228                                                                  | 1125          |                       |
| 480     | 228                                                                  | 1125          |                       |
| 551.57  |                                                                      | 88            | 129                   |
| 160     |                                                                      | 1068          | 128                   |
| 320     |                                                                      | 1032          | 156                   |
| 320     | 222                                                                  | 1135          |                       |
| 614.69  | 221                                                                  | 134           |                       |
| 640     | 245                                                                  | 125           |                       |
| 320     | 200                                                                  |               |                       |
| 560     | 246                                                                  | 1345          |                       |
|         | 246                                                                  | 1194          |                       |
| 80      |                                                                      | 1194          | 246                   |
| 162.812 | 189                                                                  | 118           |                       |
| 477.188 | 189                                                                  | 118           |                       |
| 640     | 260                                                                  | 1130          |                       |
| 640     | 244                                                                  | 1131          |                       |
| 200     | 261                                                                  | 154           |                       |
| 430     | 261                                                                  | 154           |                       |
| 640     | 201                                                                  | 124           |                       |
| 960     | 203                                                                  | 125           |                       |
|         | 204                                                                  | 1370          |                       |
| 640     | 215                                                                  | 131           |                       |
| 640     | 217                                                                  | 132           |                       |
| 461     | 229                                                                  | 138           |                       |
| 640     | 216                                                                  | 1375          |                       |
| 638.18  | 218                                                                  | 1372          |                       |
|         | 218                                                                  | 1028          |                       |
| 640     | 202                                                                  | 1027          |                       |
| 80      | 230                                                                  | 1023          |                       |
| 550     |                                                                      | 145           | 243                   |
| 488     | 259                                                                  | 153           |                       |
|         | 276                                                                  | 958           |                       |



| Acreage | Survey Nos - All in BBB&C RR Co<br>Survey unless otherwise indicated | Abstract Nos. | Block/Section<br>Nos. |
|---------|----------------------------------------------------------------------|---------------|-----------------------|
|         | 287                                                                  | 167           |                       |
|         | 287                                                                  | 276           |                       |
| 112     | 230                                                                  | 1023          |                       |
| 5709    | 125                                                                  | 86            |                       |
|         | 161                                                                  | 104           |                       |
|         | 163                                                                  | 105           |                       |
|         | T. & N. O.R.R. Company # 1                                           | 256           |                       |
|         | 194                                                                  | 882           |                       |
|         | 160                                                                  | 883           |                       |
|         | 16                                                                   | 969           |                       |
|         | T. & N. O.R.R. Company # 2                                           | 1003          |                       |
|         | 124                                                                  | 1005          |                       |
|         | 160                                                                  | 1036          |                       |
|         | C.I.R. # 131                                                         | 1041          |                       |
|         | C.I.R. # 118                                                         | 1117          |                       |
|         | C.I.R. # 69                                                          | 1196          |                       |
|         | B.F. Reynolds                                                        | 1405          |                       |
|         | John T. Davis                                                        | 1453          |                       |
|         | 194                                                                  | 1192          |                       |
|         | 195                                                                  | 121           |                       |
|         | 163                                                                  | 105           |                       |
| 6,072   | 165                                                                  | 106           |                       |
|         | 167                                                                  | 107           |                       |
|         | 191                                                                  | 119           |                       |
|         | 197                                                                  | 122           |                       |
|         | 199                                                                  | 123           |                       |
|         | 223                                                                  | 135           |                       |
|         | 190                                                                  | 1025          |                       |
|         | 156                                                                  | 1032          |                       |
|         | 158                                                                  | 1033          |                       |
|         | 222                                                                  | 1135          |                       |
|         | 196                                                                  | 1193          |                       |
|         | 198                                                                  | 1227          |                       |
|         | 192                                                                  | 1229          |                       |
| 177     |                                                                      | 138           | 229                   |
| 320     | 214                                                                  | 1186          |                       |
| 13,889  |                                                                      |               | 181                   |
|         |                                                                      |               | 182                   |
|         |                                                                      |               | 183                   |
|         |                                                                      |               | 184                   |
|         |                                                                      |               | 185                   |
|         | 205                                                                  | 126           |                       |
|         | 207                                                                  | 127           |                       |

| Acreage | Survey Nos - All in BBB&C RR Co<br>Survey unless otherwise indicated | Abstract Nos. | Block/Section<br>Nos. |
|---------|----------------------------------------------------------------------|---------------|-----------------------|
|         | 209                                                                  | 128           |                       |
|         | 211                                                                  | 129           |                       |
|         | 213                                                                  | 130           |                       |
|         | 235                                                                  | 141           |                       |
|         | 237                                                                  | 142           |                       |
|         | 239                                                                  | 143           |                       |
|         | 265                                                                  | 156           |                       |
|         | 267                                                                  | 157           |                       |
|         | Harry C. Eagle # 204                                                 | 860           |                       |
|         | Bud Holland # 186                                                    | 895           |                       |
|         | W.P. Trant # 238                                                     | 913           |                       |
|         | 212                                                                  | 950           |                       |
|         | 208                                                                  | 992           |                       |
|         | L.M. & C.W. Holstein # 208                                           | 995           |                       |
|         | L. Rhomberg # 210                                                    | 1015          |                       |
|         | Joel Butler # 236                                                    | 1137          |                       |
|         | Joel Butler # 240                                                    | 1138          |                       |
|         | Joel Butler # 266                                                    | 1139          |                       |
|         | M.Z. Hankins # 206                                                   | 1187          |                       |
|         | L.M. & C.W. Holstein # 208                                           | 1224          |                       |
| 320     | 219                                                                  | 133           |                       |
| 500     | 231                                                                  | 139           |                       |
| 160     | 230                                                                  | 1023          |                       |
| 297.4   | 259                                                                  | 153           |                       |
| 293.31  | 259                                                                  | 153           |                       |
| 343     | 193                                                                  | 120           |                       |
|         | 192                                                                  | 1229          |                       |
| 910     | 166                                                                  | 1096          |                       |
|         | 157                                                                  | 102           |                       |
| 930     | 159                                                                  | 1033          |                       |
|         | 164                                                                  | 106           |                       |
| 240     | 225                                                                  | 136           |                       |
| 320     | 227                                                                  | 137           |                       |

E. A copy of the County's order designating the Throckmorton County Reinvestment Zone 2020-1 is attached to this Agreement as Exhibit D.

F. Improvements Within Reinvestment Zone. Owner agrees to construct a wind powered electric generation facility within the Reinvestment Zone, which improvements are more particularly described and defined in Section 1.3 of this Agreement and are hereinafter collectively referred to as the "Improvements".



G. Improvements are Consistent with the Act and Guidelines. The Commissioners Court has concluded that the Improvements and operations proposed by Owner within the Reinvestment Zone and described in this Agreement, and the terms of this Agreement: (i) are consistent with the requirements of the Act and the Guidelines or, to the extent of any inconsistency with the Guidelines, the Commissioners Court has determined, in its discretion and in accordance with TEX. TAX CODE §312.002(d), that this Agreement should be entered into notwithstanding any such inconsistency, and (ii) constitute a major investment in the Reinvestment Zone that will be a benefit to the Reinvestment Zone and will contribute to the economic development of the County.

H. Notice of Action on this Agreement.

i. To Other Taxing Entity. As required by TEX. TAX CODE §§312.402(a-2) and 312.2041 written notice of the date, time and place of the meeting at which the Commissioners Court acted on this Agreement was sent to the presiding office of the Other Taxing Entity by priority mail and included a copy of this proposed Agreement not less than 7 days prior to the meeting. A true copy of such notice is attached hereto as Exhibit A.

ii. Posted Notice. As required by TEX. TAX CODE §312.207(c) notice of the meeting which this Agreement was acted upon by the Commissioners Court was posted more than 30 days in advance of such meeting at the Throckmorton County Courthouse and on the internet website maintained for the County by the Texas Association of Counties as required by the Open Meetings Act. Said posted notice contained the information required by TEX. TAX CODE §312.207(c). A true copy of such notice is attached hereto as Exhibit B.

I. Adoption of Agreement Approved at a Regularly Scheduled Meeting. This Agreement was adopted at a regularly scheduled meeting of the Commissioners Court, as required by TEX. TAX CODE §312.207(a).

J. Quorum. A quorum of the County Commissioners were present at the meeting at which this Agreement was approved and not less than a majority of those Commissioners present voted in favor of the approval of this Agreement.

K. No Wind-powered Energy Device Within 25 Miles of Military Aviation Facility. Based upon representations made by representatives of the Owner, the Commissioners Court finds that the Improvements and Facilities will not include any Wind-powered Energy Device that is located within 25 nautical miles of the boundaries of a Military Aviation Facility.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the parties do hereby agree as follows:



## ARTICLE 1. IMPROVEMENTS

1.1. Improvements in Reinvestment Zone. In consideration of the tax abatement granted in this Agreement, Owner agrees to construct the Improvements within the Reinvestment Zone in accordance with this Agreement.

1.2. Timing of Improvements. Owner estimates that construction of the Improvements will begin by the second quarter of 2021 and will be substantially completed by no later than March 31, 2022. These deadlines may be extended if the commencement or prosecution of work on the Improvements is delayed due to factors outside of Owner's control as defined in Section 9.7 of this Agreement. Notwithstanding the foregoing, if Owner has not substantially completed construction of the Improvements by December 31, 2022 (the "Outside Termination Date"), this Agreement shall terminate and no abatement will be granted and neither party shall owe any further obligation to the other party.

1.3. Improvements. As used in this Agreement, the term "Improvements" shall mean and refer to wind powered electric generation facilities to be located within the Reinvestment Zone with a capacity of 348 megawatts consisting of approximately 80 turbines and and related battery storage equipment with an estimated capacity of 80 megawatts. The kind, number and location of all contemplated Improvements are described Owner's application for tax abatement which is attached as Exhibit C to this Agreement. Notwithstanding the foregoing, only property meeting the following criteria shall be included within the definition of "Improvements" or "Facilities" pursuant to this Agreement: (i) the property must be located within the Reinvestment Zone, (ii) it must be eligible for tax abatement pursuant to Chapter 312 of the Texas Tax Code, (iii) it must meet the definition of an improvement as provided in Chapter 1 of the Texas Tax Code and (iv) it must be constructed after the date this Agreement is approved by the Commissioners Court. All eligible property that is part of the Facilities constructed by Owner will be considered Improvements benefitting from the tax abatement in this Agreement. For purposes of the tax abatement in this Agreement, the base year value of the Improvements (as of January 1 of the year in which this Agreement is executed) is agreed to be zero.

1.4. Spacing of Wind Turbines. The base of the tower of no wind turbine shall be erected: (i) within 1,000 feet from an occupied residence in existence at the start of construction of the Improvements unless the property owner of such residence has agreed otherwise in a written lease agreement or other agreement with Owner or (ii) within 200 feet of the property line of a tract in existence at the start of construction of the Improvements on which Owner does not have a lease for wind generation unless the property owner of such tract has agreed otherwise in a written lease agreement or other agreement with Owner.

1.5. Plans and Specifications, Governmental Requirements and Workmanship. All Improvements shall be constructed and installed in accordance with plans and specifications (the "Plans and Specifications") prepared by an engineer or architect licensed within one of the states of the United States of America and in accordance with all regulations of any governmental agency or entity having jurisdiction over any aspect of the construction. As required by TEX. TAX CODE §§312.402(a-2) and 312.205(a)(2), the County shall have the right to review the Plans and



Specifications to determine compliance with this Agreement and to inspect the Improvements and Facilities in accordance with Section 3.8 below.

## ARTICLE 2. TAX ABATEMENT

2.1. Tax Abatement Granted. Conditioned upon Owner's compliance with the terms of this Agreement, County agrees to abate one hundred percent (100%) of all property taxes levied by the County on the Improvements during the Abatement Period (hereinafter defined). Tax Abatement will not be granted for any Wind-powered Energy Device that is installed within 25 nautical miles of a Military Aviation Facility or for any property not eligible for tax abatement pursuant to Chapter 312 of the Texas Tax Code.

2.2. Abatement Period; Commencement Date. Owner may elect to begin the Abatement Period on either January 1 of 2022 or 2023. The date elected by Owner to commence tax abatement under this Agreement is hereinafter referred to as the "Commencement Date". The period in which taxes are abated under this Agreement (the "Abatement Period") will begin on the Commencement Date and will terminate on December 31 of the tenth (10<sup>th</sup>) year following the Commencement Date, unless sooner terminated in accordance with the terms of this Agreement. Termination of this Agreement shall not relieve either party of any unperformed covenants, obligations or payments owing to the other as of the date the Agreement is terminated. **Owner shall provide the County with written notice of its election with respect to the Commencement Date not later than December 1 of the year preceding the Commencement Date elected by Owners. Owner's notice of its election to commence tax abatement shall be sent in the manner required by Section 8.1 of this Agreement to the County Judge (at the address specified in Section 8.1) and to the Throckmorton County Appraisal District at 144 N. Minter Ave. Throckmorton, Texas 76483. Tax abatement will not commence under this Agreement in the absence of that notice from Owner.**

2.3. Payments In Lieu of Taxes. As consideration for the abatement granted by County under this Agreement, Owner agrees to timely perform all covenants undertaken by Owner pursuant to the terms of this Agreement including the making of an annual payment in lieu of taxes (the "Annual PILOT") to the County for each year during the Abatement Period.

(a) Due Date. The Annual PILOT required by this Agreement must be paid to the County Treasurer not later than January 31 of the year following each year for which the abatement is granted.

(b) Calculation of the Annual PILOT. The amount of the Annual PILOT for each year during the Abatement Period will be the product, expressed in dollars, obtained by multiplying the number of megawatts of electrical generating capacity of the turbines and related battery storage capacity installed as a part of the Improvements (collectively, the "Capacity") by \$1,900.00 (the "PILOT Rate"). Notwithstanding the foregoing, the amount of the Annual PILOT shall, in no event, be less than the product of the PILOT Rate multiplied by 380 megawatts, that being \$722,000.00 (the "Annual PILOT Floor Amount").



(c) Capacity. As used in this Agreement, the term "Capacity" shall mean the installed amount of the manufacturer's nameplate electric generating capacity of the Improvements, expressed in megawatts, regardless of the amount of electricity that is actually produced or sold. The Capacity shall be determined as of January 1 of each year during the Abatement Period. As a part of the Annual Certification, pursuant to Section 3.9 below, the individual who is an authorized officer of Owner shall prepare, and file, with the Commissioners Court and the Chief Appraiser of the Throckmorton County Appraisal District a sworn statement of the Capacity of the Improvements not later than January 31 of each year during the Abatement Period. If a dispute arises between the County and/or the Throckmorton County Appraisal District and Owner regarding the Capacity of the Improvements, the parties agree that it will be resolved using the same procedures applicable to disputes regarding the value of property under Title 1 of the Texas Tax Code.

2.4. Conditions to Tax Abatement. The tax abatement granted by this Agreement is expressly conditioned upon the following which must be satisfied and with which Owner agrees to comply with at all times, subject, however, to the notice and cure rights of Owner set forth in Article 5 below:

(a) Construction of the Improvements. Owner's timely construction of the Improvements in accordance with this Agreement.

(b) Operations. Owner's operation of the Facilities in accordance with this Agreement, including the provisions of Section 3.6 below.

(c) Compliance with this Agreement. Owner's compliance with all material covenants and obligations undertaken by Owner pursuant to the terms of this Agreement.

(d) Accuracy of Representations. The accuracy and truthfulness of the representations by Owner contained in this Agreement as of the date this Agreement is executed and throughout the term of this Agreement.

(e) Payment of Taxes. The payment by Owner, prior to delinquency, of all taxes levied by the County, any other taxing unit within the County, the State of Texas or the United States of America assessed based on the value of, or levied against, the Facilities or the Improvements. It shall not be a violation of this provision if the party who is assessed the tax in good faith protests the levy or assessment of a particular tax by the timely filing of appropriate proceedings to prosecute a protest or contest of the tax, makes payment of the disputed tax during such protest or contest as required by applicable law and pays the tax, as finally determined, prior to delinquency as required by applicable law.

(f) Payment of Debts, Obligations. The payment by Owner and all Affiliates and Subsidiaries of Owner, of all debts and obligations owing to third parties with respect to the Facilities or the Improvements prior to their delinquency. The Owner or is Affiliate or Subsidiary shall not be in violation of this provision if it, in good faith, contests its liability for the debt, timely defends any action or proceeding to collect the debt and pays the debt within 90 days of a final judgment or order determining that a debt is owed. The following shall be *prima facie* evidence



of a violation of this provision: (i) the filing, by Owner, of a petition for relief under Title 11 of the United States Code, or the entry of a final judgment of bankruptcy; or (ii) the filing of a mechanic's or materialmen's lien against the Improvements or the Facilities unless the amount claimed is disputed, in good faith, and a bond is provided in an amount equal to the alleged debt.

(g) Annual Applications. Owner shall comply with the provisions of TEX. TAX CODE §11.43 and timely file any required application for exemption required by that statute.

(h) Continued Operations following Abatement. Owner agrees to continue routine commercial operation of the Facilities, including all outages for repair, maintenance and refurbishment, for a period of ten (10) years after the end of the Abatement Period (the "Continued Operations Period") at a Capacity not less than 90% of the Capacity at which the Facilities operated, on average, during the 10<sup>th</sup> year of this Agreement.

### ARTICLE 3. COVENANTS APPLICABLE TO CONSTRUCTION AND OPERATIONS AFTER CONSTRUCTION

During the Abatement Period and the Continued Operations Period, the Owner agrees to the following:

3.1. Job Creation. Owner agrees to provide not fewer than 3 new full time jobs in connection with the operation of the Facilities either through direct employment by Owner or through employment by an Affiliate or Subsidiary of Owner, or by contractors or service providers engaged to provide goods or services in connection with the construction of the Improvements and thereafter in the course of operating the Facilities.

3.2. Road Use. Owner and its contractors, suppliers or service providers (collectively, "Owner's Road Users") shall have the right to use all County roads, without additional restrictions or encumbrances subject to the following:

(a) Prior Notice & Inspections. Owner shall provide notice to the Commissioner who is responsible for a particular County road of the intended use of such road or roads by Owner or Owner's Road Users in advance of its use of such County roads. Modifications to the transportation route and project boundary may be necessary from time to time. In addition to the notice, the Owner, with a representative from the County, will perform an inspection and evaluation to record and document the conditions of the roads prior to construction of the Improvements ("Pre-Construction Inspection") and at the completion of the Improvements (Post-Construction Inspection"). The Owner and County shall preform the applicable inspections within ten (10) business days of receipt of written notice from Owner. As an option, the Owner and County, within ten (10) business days may inspect portions of the County roads prior to completion of construction of the Improvements in the event that Owner no longer requires use of those portions of County roads for material construction activities.(b) Blockage of County Roads. Owner will not use any County roads in a manner which will interrupt public traffic on such road or roads unless Owner obtains the prior consent of the Commissioner responsible such road. Such consent by a Commissioner will not be unreasonably withheld.



(c) Maintenance & Repairs. Owner shall provide regular maintenance along areas utilized by the Owner during construction. For the avoidance of doubt, Owners maintenance obligations shall not be construed as a replacement for regular obligations on the part of the County to maintain its own roads. Following the completion of the Post-Construction Inspection, Owner shall have no obligation to provide regular maintenance other than to repair damages directly caused by the Owner. Owner shall, at its expense, either repair or contract with qualified contractors to repair any damage to County roads caused by Owner or Owner's Road Users, as identified in the Post-Construction Inspection. . The Owner shall return such County roads to the condition as documented in the Pre-Construction Inspection. Owner shall provide control measures to prevent the surface and air transport of dust during construction of the Improvements in accordance with industry standards. All such repairs by Owner, including the widening of roads or permanent installations pursuant to subsection (f) below, shall have the prior approval of the County and shall be done in accordance with the standards and specifications generally used by the County. Owner and County agree to communicate and cooperate in good faith as it relates to the identification and resolution of project-related maintenance and repairs.

(d) Repair by County. Notwithstanding any provision regarding notice and opportunity to cure to the contrary in Article 5 of this Agreement, if this covenant for road repair by Owner cannot be performed by Owner or in the event Owner fails to perform this covenant within 30 days of a written notice that it do so from the County, then the County may perform the road repair required of Owner pursuant to this section and Owner agrees to reimburse the County for its reasonable and necessary costs in repairing such roads. The County's cost for such repairs shall be determined using the applicable rates used by the Federal Emergency Management Administration for equipment and personnel and the County's actual cost of materials. Owner agrees to pay the cost of any such repairs within 30 days of the date Owner is billed for such services by the County.

(e) Performance Bond. Prior to the commencement of any construction activity with respect to the Improvements, Owner agrees to provide the County with a letter of credit or a performance bond by a good and sufficient surety reasonably acceptable to the County, in an amount not less than \$100,000 to secure the faithful performance of these road maintenance covenants by Owner (the "Performance Bond"). County shall release the Performance Bond within thirty (30) days after Owner's restoration of the County roads to the condition outlined in the Pre-Construction Inspection. In the event Owner engages in any retrofitting or repairs which require the transportation of heavy equipment, other than routine types of equipment that typically use such roads, across County roads during the term of this Agreement but after the Performance Bond has been released, Owner agrees to post another performance bond which reasonably reflects the cost of any related road repairs unless the County agrees that no bond is required. The County shall release any subsequent Performance Bond within thirty (30) days after the completion of any required repairs to the roads.

(f) Changes to County Roads or Permanent Installations within County ROW. Owner may not widen or change the course of any County road, or install permanent infrastructure, including but not limited to permanent access road driveways, 34.5 kV collection circuits, fiber, or other power, or communication infrastructure without the consent of the



County, which consent shall not be unreasonably withheld, conditioned, or delayed so long as Owner is not in default in its obligations under this Agreement. As a condition to granting such consent the County may require Owner to take any other precautions and covenants which may be commercially reasonably necessary to protect and maintain the roadway and its continued access by the public and the rights of adjoining property owners. Unless noted in writing otherwise, fourteen (14) days following Owner's consultation with the County, the identified improvements shall be deemed approved, or by the County's direct approval, whichever occurs first. Owner agrees to obtain any necessary permission or right from private property owners prior to using any private property for the delivery of goods or supplies used for the Improvements or for access to the site where any of the Improvements are being constructed

3.3. Insurance. Owner agrees to maintain in full force at all times starting at commencement of construction and continuing throughout the term of this Agreement the following insurance coverage issued by insurance companies authorized to conduct business in the State of Texas:

(a) Commercial general liability coverage (including coverage for all equipment and vehicles) with aggregate limits of not less than \$2,000,000.00; and

(b) Worker's compensation coverage for all full time employees to the extent required by Texas law; and

(c) Casualty insurance in a commercially reasonable amount not substantially inconsistent with industry standards.

3.4. Safe Operations; Compliance with Governmental Requirements, Permits. Owner agrees to operate the Facilities in a reasonable, prudent and safe manner and in compliance with all rules and regulations of any governmental entity having jurisdiction of its operations and in accordance with any permits issued by any governmental agency or entity with respect to its operations. Owner shall not be in violation of this covenant if Owner remedies or properly addresses any violation, or alleged violation, of a governmental rule or regulation within the time period required by the governmental agency having jurisdiction of such matter.

3.5. Compliance With Leases. Following construction of the Improvements, Owner agrees to timely comply with all material provisions of the leases in effect at that time between Owner and owners of land located in the Reinvestment Zone, provided, however, that nothing herein shall be interpreted to prevent Owner from terminating a lease that Owner determines, in its sole discretion, is not necessary or desirable for the operation of the Improvements or Facilities, or to preclude solely the parties to the lease from addressing, pursuant to the terms of the lease, any dispute regarding the lease that may arise between them. This provision does not affect any confidentiality obligations that the parties may have under any lease.

3.6. Maximized Operations. After construction of the Improvements are completed and throughout the term of this Agreement the Facilities shall be operated in a manner that maximizes the electricity produced by the Facilities consistent with Owner's obligations under any contracts for the sale of electricity and prevailing market conditions.



3.7. Local Spending. Owner agrees it will use commercially reasonable efforts to give preference to contractors and vendors located in the County in the construction of the Improvements and the operation and maintenance of the Facilities provided that Owner will not be required to use goods and services provided by local contractors or vendors where such local goods or services are not comparable in quality to those provided by nonresidents or where such goods and services are not available on terms and conditions (including price and bonding capacity) comparable to those offered by nonresidents. Owner agrees to designate a coordinator of local services who will act as a liaison between any individuals, businesses or contractors residing or doing business in the County who are interested in obtaining information about providing goods or services related to the construction of the Improvements. Additionally, Owner agrees to do the following:

(1) Not later than one month prior to the start of construction of the Improvements Owner will hold a job fair in Throckmorton, Texas advertising construction employment positions and soliciting those persons or firms that are interested in selling goods or providing services with respect to the construction of the Improvements. No later than two weeks prior to the job fair, Owner shall publish a notice in the *Throckmorton Tribune* announcing the date, time and location of the job fair and the procedure for application. Applications from the job fair shall be distributed to the various subcontractors for consideration. Owner will compile, and maintain throughout the construction process, a list of local prospective employees, vendors, contractors and service providers interested in participating in the construction process.

(2) Not later than one month prior to filling a full time position (excepting internal transfer and promotions) for the on-site operation of the Facilities, Owner shall publish notice of the position in the *Throckmorton Tribune* describing the position and the procedure for application. Any position requiring more than 35 hours per week shall be considered full time.

(3) Owner shall insure that all contractors and subcontractors working on the Improvements comply with this provision. A contractor or subcontractor or service provider from the County shall be awarded the bid unless another contractor or subcontractor or service provider is the low bidder or, in the reasonable judgment of Owner, is the most qualified. In determining whether a particular contractor, subcontractor or service provider is qualified, Owner may consider: (i) such person or firm's bonding capacity, (ii) financial and staffing capacity to carry out the work, (iii) expertise and experience, (iv) the requirements of any manufacturer with respect to the particular aspect of the work for which the person or firm is being considered; and (v) integrity, responsibility and reliability. Owner agrees to use its best efforts to use employees from the area to the extent they have the qualifications, expertise, ability and cost competitiveness to do the work required of the position for which they are being considered.

3.8. Inspections.

(a) Right to Inspect, Obtain Information. The County, acting through its officers or a designated agent or employee, shall have reasonable access to the Improvements and the Facilities: (i) to verify that the Improvements are constructed in accordance with the Plans and Specifications and conditions of this Agreement, (ii) to verify that the Facilities are operated in a



manner consistent with this Agreement, (iii) to verify compliance with the terms of this Agreement and the truth of any representations made by Owner pursuant to the terms of this Agreement, (iv) to determine the Capacity, (v) to obtain, or verify, information reasonably necessary to ascertain the Certified Appraised Value of the Facilities (as defined in Section 7.4 hereof) or (vi) any other fact or circumstance pertinent to the performance of this Agreement.

(b) Conduct of Inspections. The County agrees to provide Owner with at least 72 hours advance written notice of any such on-site inspection and further agrees that any such on-site inspection shall be conducted in a manner that will not unreasonably interfere with the construction of the Improvements or the operation of the Facilities. All such inspections shall be made with one or more representatives of Owner and in accordance with all applicable governmental safety standards. The rights of inspection set forth herein may be exercised by officers, agents or employees of the County or the Throckmorton County Appraisal District. Nothing herein shall be construed to limit or diminish the authority of the County or the Throckmorton County Appraisal District to conduct inspections or obtain information under applicable law.

3.9. Annual Certification. On or before January 31 of each calendar year that this Agreement is in effect Owner shall certify to the County its compliance with all material provisions of this Agreement. This annual certification (the "Annual Certification") shall contain a statement, sworn to by the individual who is an authorized officer of Owner, stating that Owner is in compliance with such material terms of this Agreement as well as a statement regarding the Capacity as required by Section 2.3(c) above.

3.10. Determination of Value. The Chief Appraiser of the Throckmorton County Appraisal District shall annually determine the Certified Appraised Value of all real and personal property making up the Facilities without regard to the abatement granted by this Agreement and the Certified Appraised Value of such property after applying the abatement granted this Agreement. The Chief Appraiser shall then record both values in the appraisal records. The value of the Facilities without regard to the abatement shall be used to compute the amount of abated taxes that are required to be recaptured and paid to the County in the event recapture of such taxes is required by this Agreement or applicable law. During the term of this Agreement, Owner shall each year furnish the Chief Appraiser of the Throckmorton County Appraisal District with such information as is required by applicable law (including Chapter 22 of the Texas Tax Code) and as may be necessary for the administration of the abatement specified in this Agreement. The Throckmorton County Appraisal District will determine the values required herein in any manner permitted by applicable law, but without limitation of Owner's rights in Section 3.11 hereinbelow.

3.11. Owner's Right of Protest. Nothing in this Agreement shall limit Owner's right to protest and contest any appraisal or assessment of the Facilities in accordance with applicable law. The abatement to which Owner is entitled will be governed by the values finally determined in proceedings relative to any such protest or contest by Owner.

3.12. Estoppel Certificates. Either party hereto may request an estoppel certificate from the other party hereto so long as the certificate is requested in connection with a bona fide business purpose. The certificate shall certify, as of the date of the certificate: (i) that this Agreement is in



full force and effect without default if such is the case, (ii) the remaining term of this Agreement, and (iii) such other matters as may be agreed upon by the parties. The parties shall not unreasonably withhold their consent to such requests.

3.13. Use of Improvements. The Improvements shall be used solely for the generation and distribution of electricity using wind powered turbines in furtherance of the County's development goals to achieve a major investment in the Reinvestment Zone that will be a benefit to the Reinvestment Zone and will contribute to the economic development of the County.

3.14. Damage or Destruction of Improvements. If the Improvements, or any portion thereof, are destroyed or damaged by fire, windstorm or other causes, regardless of whether such causes are based upon an act or omission of Owner or an agent, employee or officer of Owner, Owner shall replace such items to the extent that such replacement or repair can be accomplished using all available insurance proceeds. The damage to, or destruction of, the Improvements, or any portion thereof, shall not relieve Owner from the duty to pay the Annual PILOT Floor Amount specified in Section 2.3(b) above.

3.15. Criteria for Insurance, Bonding Companies. The insurance policies required by Section 3.3 and the bond required by Section 3.2 shall be issued by companies authorized to do business in the State of Texas and shall be rated "A-" or above by A.M. Best and Company or Standard and Poors or a comparable rating agency reasonably acceptable to the County.

#### **ARTICLE 4. REPRESENTATIONS**

4.1. By the County: The County hereby warrants and represents that this Agreement was authorized by an order of the Commissioners Court adopted on the date recited above authorizing the County Judge to execute this Agreement on behalf of the County.

4.2. By Owner. Owner hereby warrants and represents to the County:

(1) That Owner is a limited liability company organized under the laws of the state indicated above and authorized to do business in the State of Texas; or in the case of a permitted assignee of this Agreement, that such assignee is authorized to do business in the State of Texas.

(2) That Owner is not in default in the payment of any taxes owing to the federal, state or any local governmental units.

(3) That the officer of Owner signing this Agreement is properly authorized to enter into this Agreement and bind Owner to the terms thereof and Owner is thereby authorized to perform all covenants undertaken by Owner pursuant to this Agreement.

(4) That there is no operating agreement, certificate of formation provision, or agreement between Owner and any third party which in any way limits Owner's authority to enter into this Agreement and perform all covenants and agreements set forth herein.



(5) That none of the tangible personal property that is intended to be a part of the Improvements located within the Reinvestment Zone is located within the Reinvestment Zone as of the effective date of this Agreement.

(6) That no part of the Facilities will include a Wind-powered Energy Device located within 25 nautical miles of a Military Aviation Facility.

## **ARTICLE 5. DEFAULT; REMEDIES**

5.1. Default In Constructing Improvements. If Owner fails to complete the Improvements in the manner, and within the time period, stated in this Agreement, and Owner's failure to comply with those provisions of this Agreement are not cured following notice to Owner pursuant to Section 5.3 below, Owner shall be in default under the terms of this Agreement. In the event of a default in the construction of the Improvements the County may terminate or cancel this Agreement and Owner shall pay to the County all property tax revenues (including penalties, interest, attorney's fees and costs) that would have been payable to the County in the absence of this Agreement for any portion of the Improvements that are constructed.

5.2. Default In Operations, Payments or Performance of Other Covenants. The occurrence of any of the following circumstances shall be an event of default under the terms of this Agreement:

(1) The Facilities are not operated in accordance with the material terms of this Agreement for the period of time required by this Agreement;

(2) Owner fails to timely pay any amounts owing to County pursuant to this Agreement, including any ad valorem taxes owed to the County or any Other Taxing Unit within the County, or fails to timely and properly follow applicable procedures for protest or contest of any such ad valorem taxes; or

(3) Owner fails to timely perform any material covenant, condition or agreement it has undertaken pursuant to the terms of this Agreement;

(4) Any representation made by Owner in Section 4.2 of this Agreement is untrue or, with the passage of time, becomes materially untrue; or

(5) Owner fails to maintain continued operations in accordance with Section 2.4(h).

5.3. Notice, Right to Cure. Upon the occurrence of an event of default (including default under Sections 5.1 or 5.2 above), the County shall give the Owner written notice specifying the default.



(1) Monetary Defaults. If the event of default relates to the payment of money, Owner shall cure such default within 90 days of the date of the notice from the County.

(2) Non-Monetary Defaults. If the event of default is based upon an event other than a default in the payment of money, Owner shall cure such default within 90 days of the date of the notice of default by the County. This cure period shall be extended for the period of time referred to in Section 9.7 of this Agreement if any circumstance identified in Section 9.7 delays the cure of any such default. This cure period shall be extended if the goods and services necessary to cure same are not reasonably available to Owner within the 90-day time period; provided, that Owner shall provide the County with documentation that such goods or services are not available. If the goods and services are not reasonably available to Owner within the 90-day cure period, the cure period shall be extended for a period of an additional 90 days or such additional time period as the documentation demonstrates is reasonably necessary to cure the default, but not longer than 180 days without the approval of the County.

5.4. Remedies. If an event of default is not cured in accordance with Section 5.3 above, then the County may, in addition to any other remedies it may have at law or in equity, avail itself any of the following remedies:

(1) The recapture of all *ad valorem* taxes abated pursuant to the terms of this Agreement to the date of any default but providing a credit to Owner for the sum of the Annual PILOTs paid to the date of the default.

(2) The County shall be entitled to avail itself of any remedy available to it for the collection of property taxes under the Texas Tax Code or applicable law including: (i) the charging of interest on past due taxes, penalties, attorney's fees and costs (in each case in the amounts provided by the Texas Tax Code for charges in connection with delinquent property taxes) and (ii) the County shall have a lien which shall be equivalent to a tax lien created pursuant to TEX. TAX CODE §32.01. This lien shall attach to all taxable property as provided in TEX. TAX CODE §32.01 and shall have the same priority as a tax lien existing under TEX. TAX CODE §32.01. Notwithstanding the foregoing the County's right to foreclose this lien shall be subject to the County's compliance with the notice and right to cure provisions of Section 5.6 below. Exercise of any of the statutory remedies described in this Section 5.4 shall not constitute an election which would prohibit the County from exercising any remedy it may have under the terms of this Agreement.

(3) The County may cancel this Agreement or modify this Agreement with Owner's written consent.

(4) Within 90 days of the date of a demand by the County that it do so, Owner shall pay to the County an amount equal to all taxes abated to the date of such notice together with penalties and interest as provided for in the Texas Tax Code.

(5) Foreclose any of the liens described in this Section 5.4 above.



(6) File suit against Owner seeking a judgment for any amounts owed to the County under this Agreement or applicable law.

The exercise by the County of any of the remedies provided in this Section 5.4 or 5.1 above shall not constitute an election of remedies and will not in any way limit the County's ability to exercise any other remedy available to it under this Agreement or applicable law.

5.5. No Abatement for Calendar Year of Default. If there is a default (other than a default pursuant to Section 5.1 above), Owner shall not be entitled to abatement of taxes for the calendar year in which the default occurs or for any portion of the remaining term of this Agreement. If a default continues over more than one day, it will be considered to have occurred on the date on which it first occurred.

5.6. Mortgagee Protection. Notwithstanding any other provision hereof, County agrees that Owner may, without any further consent from the County, mortgage, pledge, or otherwise encumber its interest in the Improvements and Facilities, and Owner's lease and easement agreements regarding the Improvements and Facilities ("Leases"), to any lender or to any trustee or beneficiary under a deed of trust or to any master or special servicer (a "Mortgagee") for the purpose of financing operations of the Facilities, constructing the Improvements or acquiring additional equipment for the Facilities following any initial phase of construction. Any Mortgagee shall be entitled to receive the same written notice of any default as County is required to provide Owner hereunder so long as County has been provided notice of the identity and address of such Mortgagee, and such Mortgagee shall be entitled to cure or commence cure of any such defaults in the same manner as Owner. This provision shall not be construed to limit or diminish the County's lien priority for taxes owed pursuant to the Texas Tax Code.

## ARTICLE 6. ASSIGNMENT

6.1. Assignment. So long as no default exists and is continuing at the time of the proposed assignment and Owner provides the information required under Section 6.2 hereinbelow, and subject to the restrictions set forth in Section 6.5, Owner shall have the right to assign, in whole or in part, any of its rights or obligations under the terms of this Agreement or in the Improvements, Leases or the Facilities with the consent of the County which may only be withheld under those circumstances described in Section 6.3 below. Notwithstanding the foregoing, (i) Owner may assign this Agreement to an Affiliate or Subsidiary of Owner without the consent of the County; and (ii) a transfer of all or a portion of the ownership interests in Owner shall not be considered an assignment under the Agreement and shall not require the consent of the County. Under an assignment, Owner shall have no further rights, duties or obligations under the Agreement to the extent such rights, duties or obligations have been acquired by an assignee. Owner shall notify the County at least 48 hours before any public announcement of the acquisition or transfer of any ownership interest in Owner.

6.2. Information on Assignee to be Provided to County; Timing of Consent. In the event Owner proposes to assign all or any portion of its interest in the Facilities, Owner agrees to provide the County the Background Information (as defined in Section 7.2) on the proposed assignee.

Owner agrees to reimburse the County, up to a maximum of \$10,000, for any expenses incurred by the County in obtaining or analyzing any of the Background Information.

6.3. County May Withhold Consent. The County may withhold its consent to a proposed assignment, and such action by the County will not be considered to be unreasonable if: (i) the proposed assignee cannot demonstrate that it reasonably can expect to have, during the term of this Agreement, annual revenues sufficient to comply with the Agreement and pay the ad valorem tax assessments from the County as they are made, or the proposed assignee cannot otherwise demonstrate its financial ability to abide by all terms and conditions set forth herein, (ii) the proposed assignee has a record of violations or defaults with respect to its operations of wind projects such that the assignee does not have the capability and reliability to perform the requirements of the Agreement and (iii) the assignee does not comply with each of the conditions to assignment set forth in Section 6.4 below. If the County reasonably requests additional information the County, the Owner and the prospective assignee agree to negotiate in good faith regarding what information will, and will not, be made available to the County and any conditions to the disclosure of such information. The County shall advise Owner in writing of whether it consents to a proposed assignment not later than 30 days from the date the County is provided with all information required by Section 7.2. If the County decides to withhold its consent, it shall provide the reasons it is doing so in the written decision.

6.4. Conditions to Assignment. Owner's assignment shall also be conditioned on the following:

(1) The execution and delivery to the County of an addendum to this Agreement, in a form substantially similar to this Agreement, wherein: (i) in the case of a partial assignment, it is executed by the Owner and the assignee and provides that each of them assume and agree to timely discharge all covenants and obligations under the terms of this Agreement and (ii) in the case of a full assignment, it is executed by the assignee and provides that assignee assumes and agrees to timely discharge all covenants and obligations undertaken by Owner under the terms of this Agreement, including, without limitation, Owner's duty to provide a bond for road maintenance pursuant to Section 3.2;

(2) Proof reasonably acceptable to the County (which may be in the form of an opinion of legal counsel) that the assignee is authorized to sign the addendum and perform the covenants and obligations thereby undertaken;

(3) Payment, by the Owner or assignee, of all reasonable expenses actually incurred by the County in connection with the proposed assignment, including, without limitation, its reasonable and necessary attorney's fees in connection with the assignment as well as the expenses referred to in Section 6.2 above in an amount not to exceed \$10,000.00;

(4) The absence of any event of default under the terms of this Agreement for which a notice of default has been given and the cure period has expired; and

(5) Proof that the proposed assignee has obtained or will obtain the insurance coverage required by this Agreement.



#### 6.5. Sale or Transfer to Non-taxable Entity.

(a) If, during the Abatement Period or the period of time during which Owner is required to maintain continued operations pursuant to Section 2.4(h) above, the Owner proposes a Transfer to a Non-taxable Entity, Owner shall pay to the County an amount equal to: (i) all *ad valorem* taxes abated under the terms of this Agreement but giving credit to Owner for the sum of all Annual PILOTs made to the date of the proposed assignment, and (ii) all *ad valorem* taxes which would be due and owing for the year during which the assignment is made, even though such taxes may not yet be billed or finally assessed. Such payment shall be made prior to the effective date of any such assignment to a non-taxable entity.

(b) Any Transfer to a Non-taxable Entity by Owner without compliance with Section 6.5(a) above shall be considered a default under the terms of this Agreement without the requirement of any notice by the County to Owner or opportunity to cure. Following any such default the County will be entitled to: (i) recapture the taxes abated pursuant to this Agreement in accordance with Section 5.4 above and/or (ii) pursue, without election of remedies, any other remedy available to it under this Agreement or applicable law.

(c) As used in this Agreement, a "Transfer to a Non-taxable Entity" shall mean any sale, transfer or assignment, in whole or in part, of the Improvements or the Facilities under circumstances where the assignee is exempt from property taxation, under applicable law, with respect to the Improvements or the Facilities, or any portion thereof, sold, transferred or assigned to the assignee.

### ARTICLE 7. DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings assigned to them below:

7.1. "Affiliate" shall mean a person who controls, is controlled by, or under common control with another person and "Subsidiary" shall have the meaning assigned to it in the Texas Business Organizations Code.

7.2. "Background Information" shall include, without limitation, in the case of an assignee or partial assignee and any Affiliate of any assignee:

- (1) its legal name or identity;
- (2) the address of its local office in the County, its registered office and address maintained with the Secretary of State of the State of Texas and its principal or home office;
- (3) (i) the state in which it was chartered and its registered office and agent in that state as well as the name and address of its registered agent and office in the State of Texas, and (ii) the names and addresses of all governing persons (as that term is defined by the Texas Business Organizations Code);

(4) all public filings made in the year of the proposed assignment and the preceding two years with the Securities and Exchange Commission of the United States or with the agency of any state regulating securities transactions, if any; and

(5) a report from an independent financial rating firm selected by the County, such as Dunn and Bradstreet or Moody's, if such report exists.

7.3. "Certified Appraised Value" shall mean the appraised value of property that is subject to property taxation under the Texas Tax Code determined and certified by the Chief Appraiser of the Throckmorton County Appraisal District for each taxable year.

7.4. "Facilities" shall mean the Improvements and all other tangible property or fixtures used by Owner in connection with its wind power electric generation operations in the Reinvestment Zone and shall include any property added to the Improvements because of repairs, retrofitting or additional improvements during the term of this Agreement which are not the result of a casualty loss covered by Section 3.14 above.

7.5. "Military Aviation Facility" shall have the meaning assigned to it in TEX. TAX CODE §312.0021(a)(1).

7.6. "Wind-powered Energy Device" shall have the meaning assigned to it in TEX. TAX CODE §§11.27 and 312.021(a)(2).

7.7. Other terms not specifically defined herein shall have the meanings assigned to them by the Texas Tax Code, the Texas Business Organizations Code or other statutes of the State of Texas.

## **ARTICLE 8. NOTICES**

8.1. Notices. All notices or other communications required or permitted by this Agreement shall be in writing and shall be deemed to be properly given when delivered personally to any of the hereinafter designated addresses or the named representatives thereof, or when mailed by prepaid certified mail, return receipt requested, addressed to such party at the respective addresses set forth below:

If to the County:

Throckmorton County, Texas  
Attn: County Judge  
P.O. Box 700 (105 N. Minter – if delivered)  
Throckmorton, Texas 76483-0700



If to the Owner:

Azure Sky Wind Project, LLC  
Attn: \_\_\_\_\_  
100 Brickstone Square, Suite 300  
Andover, MA 01810-1456

Either party may change the address for notices by a written notice forwarded in accordance with the foregoing.

## ARTICLE 9. GENERAL PROVISIONS

9.1. Governing Law; Venue. This Agreement shall be construed and governed in accordance with the laws of the State of Texas without giving effect to its conflict of law rules. Venue for any action relating to the interpretation or performance of this Agreement or to enforce any right or obligation relating to this Agreement shall be in a court of competent jurisdiction having jurisdiction over cases arising in Throckmorton County, Texas.

9.2. Waiver. The failure of either party to enforce any right or demand strict performance of any obligation of the other party under this Agreement shall not operate as, or be construed to be, a waiver of such right or obligation.

9.3. Entire Agreement, Interpretation. This Agreement, including any exhibits to the Agreement, collectively constitute the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous discussions, representations, correspondence or agreements, written or oral. This Agreement may only be amended by a written instrument signed by both parties or their duly authorized officers or representatives. The language of this Agreement shall be construed as a whole according to its fair and common meaning and shall not be construed for or against either of the parties hereto. All titles or headings to sections or other divisions of this Agreement are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the content of this Agreement, such content being controlling as to the agreement between the parties hereto.

9.4. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision of this Agreement.

9.5. Agreement Subject to Rights of Bondholders. This Agreement is subject to the rights of the holders of outstanding bonds or other debt of the County.

9.6. Owner as Party to Litigation. In the event any litigation is initiated by a third party questioning or challenging the validity of this Agreement or any part hereof or any of the underlying orders or Commissioners Court actions authorizing the same, the County agrees not to object to the Owner's joinder or intervention in such litigation.

9.7. Force Majeure. If Owner's performance of any obligation or obligations under this Agreement is interrupted, delayed, or prevented by any contingency or cause beyond the control of Owner and which is not directly or indirectly caused by the acts or omissions of Owner's officers, employees or agents, then Owner shall be excused from the performance of any such obligation or obligations during the period of time that Owner is reasonably unable to perform such obligation or obligations as a result of such contingency or cause, and no default will have occurred with respect to such circumstances. Notwithstanding any other provision of this Agreement to the contrary, in the event a party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement (other than any obligation to make payment of any amount when due and payable hereunder), the obligation of such party, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any condition or event of Force Majeure, but for no longer period, and such condition or event shall so far as possible be remedied with all reasonable dispatch. Contingencies or causes beyond the control of Owner include, without limitation:

(1) Acts of God, or the public enemy, any natural disaster, war, riot, civil commotion, insurrection, fires, explosions, accidents, floods, pandemics, and labor disputes or strikes;

(2) To the extent it affects the Owner's ability to perform a non-monetary covenant or obligation under this Agreement:

(A) A change in a governmental law or regulation if Owner complies with the changed or revised law or regulation within the time limits, and in the manner, provided by such changed or revised law or regulation;

(B) A delay occasioned by the fact that supplies or materials are not reasonably available or the fact that a contractor or subcontractor is delayed in performing services and in either case the circumstance is not directly or indirectly caused by the acts or omissions of Owner.

9.8. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constituted, collectively, one agreement. Once all parties to this Agreement have signed a counterpart, this Agreement shall be binding upon all parties in accordance with the terms hereof.

9.9. Adoption of Agreement. The County agrees that any other taxing unit eligible to enter into agreements relating to the abatement of taxes may adopt all or any portion of this Agreement.

9.19. Further Acts. The parties each agree to cooperate fully with the other and to take such further action and execute such other documents or instruments as necessary or appropriate to implement the terms of this Agreement.



9.11. Reimbursement of Expenses. Owner agrees to reimburse the County for the reasonable and necessary attorney's fees and expenses incurred by the County in connection with the negotiation and preparation of this Agreement.

9.12. Incorporation of Exhibits. All exhibits attached hereto are incorporated herein. The exhibits attached to this Agreement are:

- Exhibit A – Copy of Notice to Throckmorton Collegiate Independent School District that the Commissioners Court of Throckmorton County would act on this Agreement.
- Exhibit B – Copy of posted notice of meeting at which this Agreement was acted upon.
- Exhibit C – Detailed description of the Improvements contained in Owner's application for tax abatement
- Exhibit D – Copy of the County's order designating the Throckmorton Reinvestment Zone 2020-1.

This Agreement shall be effective as of the date it is executed on behalf of both parties, as shown by their acknowledgments set forth below.

Attachments:

ATTEST:

COUNTY:

Dianna Moore, County Clerk

Throckmorton County, Texas

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

By: \_\_\_\_\_  
Trey Carrington, County Judge

STATE OF TEXAS )

COUNTY OF THROCKMORTON )

This instrument was acknowledged before me on \_\_\_\_\_, 2020 by Trey Carrington, County Judge of Throckmorton County, Texas on behalf of said County.

\_\_\_\_\_  
Notary Public, State of Texas

OWNER:

Azure Sky Wind Project, LLC, a Delaware  
limited liability company

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

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

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

This instrument was acknowledged before me on \_\_\_\_\_, 2020 by  
\_\_\_\_\_ of Azure Sky Wind Project, LLC, a Delaware limited liability  
company.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_



EXHIBIT A to  
Tax Abatement Agreement between Throckmorton County, Texas  
and Azure Sky Wind Project, LLC

Notice to Throckmorton Collegiate Independent School District  
of action on Tax Abatement Agreement by Commissioners

Consisting of 25 pages exclusive of this cover page.

(All exhibits to the proposed Tax Abatement Agreement were forwarded to the Throckmorton Collegiate Independent School District but have been intentionally omitted from this Exhibit A)

# JAY A. CANTRELL

*A Professional Corporation*

**ATTORNEY AT LAW**

Telephone: (940) 766-3305  
Fax No. (940) 322-3462

807 Eighth Street, Suite 810  
Wichita Falls, Texas 76301-3319

email: jay@jaycantrell.com

August 14, 2020

Sent Via Certified Mail, Return Receipt Requested:

Ms. Kathy Thorp, President  
Board of Trustees  
Throckmorton Collegiate Independent School District  
210 College Street  
Throckmorton, Texas 76483

Re: Notice of action by the Commissioners Court of Throckmorton County,  
Texas on a proposed Tax Abatement Agreement with Azure Sky Wind  
Project, LLC (the "Proposed Azure Sky Tax Abatement Agreement")

Dear Ms. Thorp:

Please be advised that the Commissioners Court of Throckmorton County, Texas will take action on the Proposed Azure Sky Tax Abatement Agreement at its regular meeting which begins at 9:00 a.m. on August 24, 2020 in the Commissioners Courtroom located at 105 N. Minter Street, Throckmorton, Texas.

Enclosed please find a current draft copy of the Proposed Azure Sky Tax Abatement Agreement with exhibits.

If you have any questions on this matter, please do not hesitate to contact me or Judge Carrington.

Sincerely,



Jay A. Cantrell

Enclosure – Proposed Azure Sky Tax Abatement Agreement (with exhibits)

Cc Hon. Trey Carrington  
County Judge



**TAX ABATEMENT AGREEMENT**  
**between**  
**THROCKMORTON COUNTY, TEXAS and AZURE SKY WIND PROJECT, LLC**

This Tax Abatement Agreement (this "Agreement") is entered into by and between Throckmorton County, Texas (the "County") duly acting herein by and through its County Judge, and Azure Sky Wind Project, LLC, a Delaware limited liability company (together with its successors and assigns, "Owner").

Recitals:

A. Election to Participate in Tax Abatement. On June 22, 2020, the Commissioners Court of Throckmorton County, Texas (the "Commissioners Court") adopted a resolution stating that the County had elected to become eligible to participate in tax abatements pursuant to the *Texas Property Redevelopment and Tax Abatement Act*, as amended (herein referred to as the "Act").

B. Adoption of Tax Abatement Guidelines and Criteria. On June 22, 2020, following its action electing to participate in tax abatement, the Commissioners Court conducted a public hearing on the adoption of tax abatement guidelines and criteria and then approved guidelines and criteria governing tax abatement agreements entered into by the County (hereinafter referred to as the "Guidelines").

C. Public Hearing on Designation of Reinvestment Zone. On June 22, 2020, following actions described in recitals A and B above, the Commissioners Court conducted a public hearing on the advisability of designating the Throckmorton County Reinvestment Zone 2020-1 (the "Reinvestment Zone"), which public hearing was preceded by: (i) notice published on June 11, 2020 (more than 7 days prior to the date of the public hearing) in the Throckmorton Tribune, a newspaper of general circulation within Throckmorton County, Texas and where the tracts to be designated are located, (ii) notice which was sent by certified mail, return receipt requested, more than 7 days prior to the public hearing, to the presiding officer of the Throckmorton Collegiate Independent School District (the "Other Taxing Unit") which is the only other taxing units located within the proposed Reinvestment Zone and (iii) notice posted in accordance with Chapter 551 of the Texas Government Code (the "Open Meetings Act").

D. Designation of Reinvestment Zone. On June 22, 2020, following the conclusion of the public hearing on the proposed Reinvestment Zone, the Commissioners Court adopted an *Order Designating the Throckmorton County Reinvestment Zone 2020-1* which has been executed by the County Judge on behalf of the County Commissioners, and which order designates all or portions of the following tracts of land, all of which is located in Throckmorton County, Texas and which tracts are described by acreage, survey and abstract number and block or section number below, as the Throckmorton County Reinvestment Zone 2020-1 (herein, the "Reinvestment Zone"):

| Acreage | Survey Nos - All in BBB&C RR Co<br>Survey unless otherwise indicated | Abstract Nos. | Block/Section<br>Nos. |
|---------|----------------------------------------------------------------------|---------------|-----------------------|
| 160     | 128                                                                  | 1068          |                       |
| 160     | 220                                                                  | 1228          |                       |
| 3,640   | W41                                                                  |               | 126                   |
|         |                                                                      |               | 127                   |
|         |                                                                      |               | 128                   |
|         |                                                                      |               | 157                   |
|         |                                                                      |               | 158                   |
|         |                                                                      |               | 159                   |
| 80      | 99                                                                   | 123           |                       |
| 160     | 220                                                                  | 1228          |                       |
| 120     | 227                                                                  | 137           |                       |
| 160     | 228                                                                  | 1125          |                       |
| 480     | 228                                                                  | 1125          |                       |
| 551.57  |                                                                      | 88            | 129                   |
| 160     |                                                                      | 1068          | 128                   |
| 320     |                                                                      | 1032          | 156                   |
| 320     | 222                                                                  | 1135          |                       |
| 614.69  | 221                                                                  | 134           |                       |
| 640     | 245                                                                  | 125           |                       |
| 320     | 200                                                                  |               |                       |
| 560     | 246                                                                  | 1345          |                       |
|         | 246                                                                  | 1194          |                       |
| 80      |                                                                      | 1194          | 246                   |
| 162.812 | 189                                                                  | 118           |                       |
| 477.188 | 189                                                                  | 118           |                       |
| 640     | 260                                                                  | 1130          |                       |
| 640     | 244                                                                  | 1131          |                       |
| 200     | 261                                                                  | 154           |                       |
| 430     | 261                                                                  | 154           |                       |
| 640     | 201                                                                  | 124           |                       |
| 960     | 203                                                                  | 125           |                       |
|         | 204                                                                  | 1370          |                       |
| 640     | 215                                                                  | 131           |                       |
| 640     | 217                                                                  | 132           |                       |
| 461     | 229                                                                  | 138           |                       |
| 640     | 216                                                                  | 1375          |                       |
| 638.18  | 218                                                                  | 1372          |                       |
|         | 218                                                                  | 1028          |                       |
| 640     | 202                                                                  | 1027          |                       |
| 80      | 230                                                                  | 1023          |                       |
| 550     |                                                                      | 145           | 243                   |
| 488     | 259                                                                  | 153           |                       |
|         | 276                                                                  | 958           |                       |



| Acreage | Survey Nos - All in BBB&C RR Co<br>Survey unless otherwise indicated | Abstract Nos. | Block/Section<br>Nos. |
|---------|----------------------------------------------------------------------|---------------|-----------------------|
|         | 287                                                                  | 167           |                       |
|         | 287                                                                  | 276           |                       |
| 112     | 230                                                                  | 1023          |                       |
| 5709    | 125                                                                  | 86            |                       |
|         | 161                                                                  | 104           |                       |
|         | 163                                                                  | 105           |                       |
|         | T.& N. O.R.R. Company # 1                                            | 256           |                       |
|         | 194                                                                  | 882           |                       |
|         | 160                                                                  | 883           |                       |
|         | 16                                                                   | 969           |                       |
|         | T.& N. O.R.R. Company # 2                                            | 1003          |                       |
|         | 124                                                                  | 1005          |                       |
|         | 160                                                                  | 1036          |                       |
|         | C.I.R. # 131                                                         | 1041          |                       |
|         | C.I.R. # 118                                                         | 1117          |                       |
|         | C.I.R. # 69                                                          | 1196          |                       |
|         | B.F. Reynolds                                                        | 1405          |                       |
|         | John T. Davis                                                        | 1453          |                       |
|         | 194                                                                  | 1192          |                       |
|         | 195                                                                  | 121           |                       |
|         | 163                                                                  | 105           |                       |
| 6,072   | 165                                                                  | 106           |                       |
|         | 167                                                                  | 107           |                       |
|         | 191                                                                  | 119           |                       |
|         | 197                                                                  | 122           |                       |
|         | 199                                                                  | 123           |                       |
|         | 223                                                                  | 135           |                       |
|         | 190                                                                  | 1025          |                       |
|         | 156                                                                  | 1032          |                       |
|         | 158                                                                  | 1033          |                       |
|         | 222                                                                  | 1135          |                       |
|         | 196                                                                  | 1193          |                       |
|         | 198                                                                  | 1227          |                       |
|         | 192                                                                  | 1229          |                       |
| 177     |                                                                      | 138           | 229                   |
| 320     | 214                                                                  | 1186          |                       |
| 13,889  |                                                                      |               | 181                   |
|         |                                                                      |               | 182                   |
|         |                                                                      |               | 183                   |
|         |                                                                      |               | 184                   |
|         |                                                                      |               | 185                   |
|         | 205                                                                  | 126           |                       |
|         | 207                                                                  | 127           |                       |

| Acreage | Survey Nos - All in BBB&C RR Co<br>Survey unless otherwise indicated | Abstract Nos. | Block/Section<br>Nos. |
|---------|----------------------------------------------------------------------|---------------|-----------------------|
|         | 209                                                                  | 128           |                       |
|         | 211                                                                  | 129           |                       |
|         | 213                                                                  | 130           |                       |
|         | 235                                                                  | 141           |                       |
|         | 237                                                                  | 142           |                       |
|         | 239                                                                  | 143           |                       |
|         | 265                                                                  | 156           |                       |
|         | 267                                                                  | 157           |                       |
|         | Harry C. Eagle # 204                                                 | 860           |                       |
|         | Bud Holland # 186                                                    | 895           |                       |
|         | W.P. Trant # 238                                                     | 913           |                       |
|         | 212                                                                  | 950           |                       |
|         | 208                                                                  | 992           |                       |
|         | L.M. & C.W. Holstein # 208                                           | 995           |                       |
|         | L. Rhomberg # 210                                                    | 1015          |                       |
|         | Joel Butler # 236                                                    | 1137          |                       |
|         | Joel Butler # 240                                                    | 1138          |                       |
|         | Joel Butler # 266                                                    | 1139          |                       |
|         | M.Z. Hankins # 206                                                   | 1187          |                       |
|         | L.M. & C.W. Holstein # 208                                           | 1224          |                       |
| 320     | 219                                                                  | 133           |                       |
| 500     | 231                                                                  | 139           |                       |
| 160     | 230                                                                  | 1023          |                       |
| 297.4   | 259                                                                  | 153           |                       |
| 293.31  | 259                                                                  | 153           |                       |
| 343     | 193                                                                  | 120           |                       |
|         | 192                                                                  | 1229          |                       |
| 910     | 166                                                                  | 1096          |                       |
|         | 157                                                                  | 102           |                       |
| 930     | 159                                                                  | 1033          |                       |
|         | 164                                                                  | 106           |                       |
| 240     | 225                                                                  | 136           |                       |
| 320     | 227                                                                  | 137           |                       |

E. A copy of the County's order designating the Throckmorton County Reinvestment Zone 2020-1 is attached to this Agreement as Exhibit D.

F. Improvements Within Reinvestment Zone. Owner agrees to construct a wind powered electric generation facility within the Reinvestment Zone, which improvements are more particularly described and defined in Section 1.3 of this Agreement and are hereinafter collectively referred to as the "Improvements".



G. Improvements are Consistent with the Act and Guidelines. The Commissioners Court has concluded that the Improvements and operations proposed by Owner within the Reinvestment Zone and described in this Agreement, and the terms of this Agreement: (i) are consistent with the requirements of the Act and the Guidelines or, to the extent of any inconsistency with the Guidelines, the Commissioners Court has determined, in its discretion and in accordance with TEX. TAX CODE §312.002(d), that this Agreement should be entered into notwithstanding any such inconsistency, and (ii) constitute a major investment in the Reinvestment Zone that will be a benefit to the Reinvestment Zone and will contribute to the economic development of the County.

H. Notice of Action on this Agreement.

i. To Other Taxing Entity. As required by TEX. TAX CODE §§312.402(a-2) and 312.2041 written notice of the date, time and place of the meeting at which the Commissioners Court acted on this Agreement was sent to the presiding office of the Other Taxing Entity by certified mail, return receipt requested and included a copy of this proposed Agreement not less than 7 days prior to the meeting. A true copy of such notice is attached hereto as Exhibit A.

ii. Posted Notice. As required by TEX. TAX CODE §312.207(c) notice of the meeting which this Agreement was acted upon by the Commissioners Court was posted more than 30 days in advance of such meeting at the Throckmorton County Courthouse and on the internet website maintained for the County by the Texas Association of Counties as required by the Open Meetings Act. Said posted notice contained the information required by TEX. TAX CODE §312.207(c). A true copy of such notice certified by the County Judge is attached hereto as Exhibit B.

I. Adoption of Agreement Approved at a Regularly Scheduled Meeting. This Agreement was adopted at a regularly scheduled meeting of the Commissioners Court, as required by TEX. TAX CODE §312.207(a).

J. Quorum. A quorum of the County Commissioners were present at the meeting at which this Agreement was approved and not less than a majority of those Commissioners present voted in favor of the approval of this Agreement.

K. No Wind-powered Energy Device Within 25 Miles of Military Aviation Facility. Based upon representations made by representatives of the Owner, the Commissioners Court finds that the Improvements and Facilities will not include any Wind-powered Energy Device that is located within 25 nautical miles of the boundaries of a Military Aviation Facility.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the parties do hereby agree as follows:



## ARTICLE 1. IMPROVEMENTS

1.1. Improvements in Reinvestment Zone. In consideration of the tax abatement granted in this Agreement, Owner agrees to construct the Improvements within the Reinvestment Zone in accordance with this Agreement.

1.2. Timing of Improvements. Owner estimates that construction of the Improvements will begin by the second quarter of 2021 and will be substantially completed by no later than March 31, 2022. These deadlines may be extended if the commencement or prosecution of work on the Improvements is delayed due to factors outside of Owner's control as defined in Section 9.7 of this Agreement. Notwithstanding the foregoing, if Owner has not substantially completed construction of the Improvements by December 31, 2022 (the "Outside Termination Date"), this Agreement shall terminate and no abatement will be granted and neither party shall owe any further obligation to the other party.

1.3. Improvements. As used in this Agreement, the term "Improvements" shall mean and refer to wind powered electric generation facilities to be located within the Reinvestment Zone with a capacity of 348 megawatts consisting of approximately 80 turbines and and related battery storage equipment with an estimated capacity of 80 megawatts. The kind, number and location of all contemplated Improvements are described Owner's application for tax abatement which is attached as Exhibit C to this Agreement. Notwithstanding the foregoing, only property meeting the following criteria shall be included within the definition of "Improvements" or "Facilities" pursuant to this Agreement: (i) the property must be located within the Reinvestment Zone, (ii) it must be eligible for tax abatement pursuant to Chapter 312 of the Texas Tax Code, (iii) it must meet the definition of an improvement as provided in Chapter 1 of the Texas Tax Code and (iv) it must be constructed after the date this Agreement is approved by the Commissioners Court. All eligible property that is part of the Facilities constructed by Owner will be considered Improvements benefitting from the tax abatement in this Agreement. For purposes of the tax abatement in this Agreement, the base year value of the Improvements (as of January 1 of the year in which this Agreement is executed) is agreed to be zero.

1.4. Spacing of Wind Turbines. The base of the tower of no wind turbine shall be erected: (i) within 1,000 feet from an occupied residence in existence at the start of construction of the Improvements unless the property owner of such residence has agreed otherwise in a written lease agreement or other agreement with Owner or (ii) within 200 feet of the property line of a tract in existence at the start of construction of the Improvements on which Owner does not have a lease for wind generation unless the property owner of such tract has agreed otherwise in a written lease agreement or other agreement with Owner.

1.5. Plans and Specifications, Governmental Requirements and Workmanship. All Improvements shall be constructed and installed in accordance with plans and specifications (the "Plans and Specifications") prepared by an engineer or architect licensed within one of the states of the United States of America and in accordance with all regulations of any governmental agency or entity having jurisdiction over any aspect of the construction. As required by TEX. TAX CODE §§312.402(a-2) and 312.205(a)(2), the County shall have the right to review the Plans and



Specifications to determine compliance with this Agreement and to inspect the Improvements and Facilities in accordance with Section 3.8 below.

## ARTICLE 2. TAX ABATEMENT

2.1. Tax Abatement Granted. Conditioned upon Owner's compliance with the terms of this Agreement, County agrees to abate one hundred percent (100%) of all property taxes levied by the County on the Improvements during the Abatement Period (hereinafter defined). Tax Abatement will not be granted for any Wind-powered Energy Device that is installed within 25 nautical miles of a Military Aviation Facility or for any property not eligible for tax abatement pursuant to Chapter 312 of the Texas Tax Code.

2.2. Abatement Period; Commencement Date. Owner may elect to begin the Abatement Period on either January 1 of 2022 or 2023. The date elected by Owner to commence tax abatement under this Agreement is hereinafter referred to as the "Commencement Date". The period in which taxes are abated under this Agreement (the "Abatement Period") will begin on the Commencement Date and will terminate on December 31 of the tenth (10<sup>th</sup>) year following the Commencement Date, unless sooner terminated in accordance with the terms of this Agreement. Termination of this Agreement shall not relieve either party of any unperformed covenants, obligations or payments owing to the other as of the date the Agreement is terminated. Owner shall provide the County with written notice of its election with respect to the Commencement Date not later than December 1 of the year preceding the Commencement Date elected by Owners. Owner's notice of its election to commence tax abatement shall be sent in the manner required by Section 8.1 of this Agreement to the County Judge (at the address specified in Section 8.1) and to the Throckmorton County Appraisal District at 144 N. Minter Ave. Throckmorton, Texas 76483. Tax abatement will not commence under this Agreement in the absence of that notice from Owner.

2.3. Payments In Lieu of Taxes. As consideration for the abatement granted by County under this Agreement, Owner agrees to timely perform all covenants undertaken by Owner pursuant to the terms of this Agreement including the making of an annual payment in lieu of taxes (the "Annual PILOT") to the County for each year during the Abatement Period.

(a) Due Date. The Annual PILOT required by this Agreement must be paid to the County Treasurer not later than January 31 of the year following each year for which the abatement is granted.

(b) Calculation of the Annual PILOT. The amount of the Annual PILOT for each year during the Abatement Period will be the product, expressed in dollars, obtained by multiplying the number of megawatts of electrical generating capacity of the turbines and related battery storage capacity installed as a part of the Improvements (collectively, the "Capacity") by \$1,900.00 (the "PILOT Rate"). Notwithstanding the foregoing, the amount of the Annual PILOT shall, in no event, be less than the product of the PILOT Rate multiplied by 380 megawatts, that being \$722,000.00 (the "Annual PILOT Floor Amount").



(c) Capacity. As used in this Agreement, the term "Capacity" shall mean the installed amount of the manufacturer's nameplate electric generating capacity of the Improvements, expressed in megawatts, regardless of the amount of electricity that is actually produced or sold. The Capacity shall be determined as of January 1 of each year during the Abatement Period. As a part of the Annual Certification, pursuant to Section 3.9 below, the individual who is an authorized officer of Owner shall prepare, and file, with the Commissioners Court and the Chief Appraiser of the Throckmorton County Appraisal District a sworn statement of the Capacity of the Improvements not later than January 31 of each year during the Abatement Period. If a dispute arises between the County and/or the Throckmorton County Appraisal District and Owner regarding the Capacity of the Improvements, the parties agree that it will be resolved using the same procedures applicable to disputes regarding the value of property under Title 1 of the Texas Tax Code.

2.4. Conditions to Tax Abatement. The tax abatement granted by this Agreement is expressly conditioned upon the following which must be satisfied and with which Owner agrees to comply with at all times, subject, however, to the notice and cure rights of Owner set forth in Article 5 below:

(a) Construction of the Improvements. Owner's timely construction of the Improvements in accordance with this Agreement.

(b) Operations. Owner's operation of the Facilities in accordance with this Agreement, including the provisions of Section 3.6 below.

(c) Compliance with this Agreement. Owner's compliance with all material covenants and obligations undertaken by Owner pursuant to the terms of this Agreement.

(d) Accuracy of Representations. The accuracy and truthfulness of the representations by Owner contained in this Agreement as of the date this Agreement is executed and throughout the term of this Agreement.

(e) Payment of Taxes. The payment by Owner, prior to delinquency, of all taxes levied by the County, any other taxing unit within the County, the State of Texas or the United States of America assessed based on the value of, or levied against, the Facilities or the Improvements. It shall not be a violation of this provision if the party who is assessed the tax in good faith protests the levy or assessment of a particular tax by the timely filing of appropriate proceedings to prosecute a protest or contest of the tax, makes payment of the disputed tax during such protest or contest as required by applicable law and pays the tax, as finally determined, prior to delinquency as required by applicable law.

(f) Payment of Debts, Obligations. The payment by Owner and all Affiliates and Subsidiaries of Owner, of all debts and obligations owing to third parties with respect to the Facilities or the Improvements prior to their delinquency. The Owner or is Affiliate or Subsidiary shall not be in violation of this provision if it, in good faith, contests its liability for the debt, timely defends any action or proceeding to collect the debt and pays the debt within 90 days of a final judgment or order determining that a debt is owed. The following shall be *prima facie* evidence



of a violation of this provision: (i) the filing, by Owner, of a petition for relief under Title 11 of the United States Code, or the entry of a final judgment of bankruptcy; or (ii) the filing of a mechanic's or materialmen's lien against the Improvements or the Facilities unless the amount claimed is disputed, in good faith, and a bond is provided in an amount equal to the alleged debt.

(g) Annual Applications. Owner shall comply with the provisions of TEX. TAX CODE §11.43 and timely file any required application for exemption required by that statute.

(h) Continued Operations following Abatement. Owner agrees to continue routine commercial operation of the Facilities, including all outages for repair, maintenance and refurbishment, for a period of ten (10) years after the end of the Abatement Period (the "Continued Operations Period") at a Capacity not less than 90% of the Capacity at which the Facilities operated, on average, during the 10<sup>th</sup> year of this Agreement.

### ARTICLE 3. COVENANTS APPLICABLE TO CONSTRUCTION AND OPERATIONS AFTER CONSTRUCTION

During the Abatement Period and the Continued Operations Period, the Owner agrees to the following:

3.1. Job Creation. Owner agrees to provide not fewer than 3 new full time jobs in connection with the operation of the Facilities either through direct employment by Owner or through employment by an Affiliate or Subsidiary of Owner, or by contractors or service providers engaged to provide goods or services in connection with the construction of the Improvements and thereafter in the course of operating the Facilities.

3.2. Road Use. Owner and its contractors, suppliers or service providers (collectively, "Owner's Road Users") shall have the right to use all County roads, without additional restrictions or encumbrances subject to the following:

(a) Prior Notice & Inspections. Owner shall provide notice to the Commissioner who is responsible for a particular County road of the intended use of such road or roads by Owner or Owner's Road Users in advance of its use of such County roads. Modifications to the transportation route and project boundary may be necessary from time to time. In addition to the notice, the Owner, with a representative from the County, will perform an inspection and evaluation to record and document the conditions of the roads prior to construction of the Improvements ("Pre-Construction Inspection") and at the completion of the Improvements (Post-Construction Inspection"). The Owner and County shall perform the applicable inspections within ten (10) business days of receipt of written notice from Owner. As an option, the Owner and County, within ten (10) business days may inspect portions of the County roads prior to completion of construction of the Improvements in the event that Owner no longer requires use of those portions of County roads for material construction activities. (b) Blockage of County Roads. Owner will not use any County roads in a manner which will interrupt public traffic on such road or roads unless Owner obtains the prior consent of the Commissioner responsible such road. Such consent by a Commissioner will not be unreasonably withheld.



(c) Maintenance & Repairs. Owner shall provide regular maintenance along areas utilized by the Owner during construction. For the avoidance of doubt, Owners maintenance obligations shall not be construed as a replacement for regular obligations on the part of the County to maintain its own roads. Following the completion of the Post-Construction Inspection, Owner shall have no obligation to provide regular maintenance other than to repair damages directly caused by the Owner. Owner shall, at its expense, either repair or contract with qualified contractors to repair any damage to County roads caused by Owner or Owner's Road Users, as identified in the Post-Construction Inspection. . The Owner shall return such County roads to the condition as documented in the Pre-Construction Inspection. Owner shall provide control measures to prevent the surface and air transport of dust during construction of the Improvements in accordance with industry standards. All such repairs by Owner, including the widening of roads or permanent installations pursuant to subsection (f) below, shall have the prior approval of the County and shall be done in accordance with the standards and specifications generally used by the County. Owner and County agree to communicate and cooperate in good faith as it relates to the identification and resolution of project-related maintenance and repairs.

(d) Repair by County. Notwithstanding any provision regarding notice and opportunity to cure to the contrary in Article 5 of this Agreement, if this covenant for road repair by Owner cannot be performed by Owner or in the event Owner fails to perform this covenant within 30 days of a written notice that it do so from the County, then the County may perform the road repair required of Owner pursuant to this section and Owner agrees to reimburse the County for its reasonable and necessary costs in repairing such roads. The County's cost for such repairs shall be determined using the applicable rates used by the Federal Emergency Management Administration for equipment and personnel and the County's actual cost of materials. Owner agrees to pay the cost of any such repairs within 30 days of the date Owner is billed for such services by the County.

(e) Performance Bond. Prior to the commencement of any construction activity with respect to the Improvements, Owner agrees to provide the County with a letter of credit or a performance bond by a good and sufficient surety reasonably acceptable to the County, in an amount not less than \$100,000 to secure the faithful performance of these road maintenance covenants by Owner (the "Performance Bond"). County shall release the Performance Bond within thirty (30) days after Owner's restoration of the County roads to the condition outlined in the Pre-Construction Inspection. In the event Owner engages in any retrofitting or repairs which require the transportation of heavy equipment, other than routine types of equipment that typically use such roads, across County roads during the term of this Agreement but after the Performance Bond has been released, Owner agrees to post another performance bond which reasonably reflects the cost of any related road repairs unless the County agrees that no bond is required. The County shall release any subsequent Performance Bond within thirty (30) days after the completion of any required repairs to the roads.

(f) Changes to County Roads or Permanent Installations within County ROW. Owner may not widen or change the course of any County road, or install permanent infrastructure, including but not limited to permanent access road driveways, 34.5 kV collection circuits, fiber, or other power, or communication infrastructure without the consent of the



County, which consent shall not be unreasonably withheld, conditioned, or delayed so long as Owner is not in default in its obligations under this Agreement. As a condition to granting such consent the County may require Owner to take any other precautions and covenants which may be commercially reasonably necessary to protect and maintain the roadway and its continued access by the public and the rights of adjoining property owners. Unless noted in writing otherwise, fourteen (14) days following Owner's consultation with the County, the identified improvements shall be deemed approved, or by the County's direct approval, whichever occurs first. Owner agrees to obtain any necessary permission or right from private property owners prior to using any private property for the delivery of goods or supplies used for the Improvements or for access to the site where any of the Improvements are being constructed

3.3. Insurance. Owner agrees to maintain in full force at all times starting at commencement of construction and continuing throughout the term of this Agreement the following insurance coverage issued by insurance companies authorized to conduct business in the State of Texas:

(a) Commercial general liability coverage (including coverage for all equipment and vehicles) with aggregate limits of not less than \$2,000,000.00; and

(b) Worker's compensation coverage for all full time employees to the extent required by Texas law; and

(c) Casualty insurance in a commercially reasonable amount not substantially inconsistent with industry standards.

3.4. Safe Operations; Compliance with Governmental Requirements, Permits. Owner agrees to operate the Facilities in a reasonable, prudent and safe manner and in compliance with all rules and regulations of any governmental entity having jurisdiction of its operations and in accordance with any permits issued by any governmental agency or entity with respect to its operations. Owner shall not be in violation of this covenant if Owner remedies or properly addresses any violation, or alleged violation, of a governmental rule or regulation within the time period required by the governmental agency having jurisdiction of such matter.

3.5. Compliance With Leases. Following construction of the Improvements, Owner agrees to timely comply with all material provisions of the leases in effect at that time between Owner and owners of land located in the Reinvestment Zone, provided, however, that nothing herein shall be interpreted to prevent Owner from terminating a lease that Owner determines, in its sole discretion, is not necessary or desirable for the operation of the Improvements or Facilities, or to preclude solely the parties to the lease from addressing, pursuant to the terms of the lease, any dispute regarding the lease that may arise between them. This provision does not affect any confidentiality obligations that the parties may have under any lease.

3.6. Maximized Operations. After construction of the Improvements are completed and throughout the term of this Agreement the Facilities shall be operated in a manner that maximizes the electricity produced by the Facilities consistent with Owner's obligations under any contracts for the sale of electricity and prevailing market conditions.



3.7. Local Spending. Owner agrees it will use commercially reasonable efforts to give preference to contractors and vendors located in the County in the construction of the Improvements and the operation and maintenance of the Facilities provided that Owner will not be required to use goods and services provided by local contractors or vendors where such local goods or services are not comparable in quality to those provided by nonresidents or where such goods and services are not available on terms and conditions (including price and bonding capacity) comparable to those offered by nonresidents. Owner agrees to designate a coordinator of local services who will act as a liaison between any individuals, businesses or contractors residing or doing business in the County who are interested in obtaining information about providing goods or services related to the construction of the Improvements. Additionally, Owner agrees to do the following:

(1) Not later than one month prior to the start of construction of the Improvements Owner will hold a job fair in Throckmorton, Texas advertising construction employment positions and soliciting those persons or firms that are interested in selling goods or providing services with respect to the construction of the Improvements. No later than two weeks prior to the job fair, Owner shall publish a notice in the *Throckmorton Tribune* announcing the date, time and location of the job fair and the procedure for application. Applications from the job fair shall be distributed to the various subcontractors for consideration. Owner will compile, and maintain throughout the construction process, a list of local prospective employees, vendors, contractors and service providers interested in participating in the construction process.

(2) Not later than one month prior to filling a full time position (excepting internal transfer and promotions) for the on-site operation of the Facilities, Owner shall publish notice of the position in the *Throckmorton Tribune* describing the position and the procedure for application. Any position requiring more than 35 hours per week shall be considered full time.

(3) Owner shall insure that all contractors and subcontractors working on the Improvements comply with this provision. A contractor or subcontractor or service provider from the County shall be awarded the bid unless another contractor or subcontractor or service provider is the low bidder or, in the reasonable judgment of Owner, is the most qualified. In determining whether a particular contractor, subcontractor or service provider is qualified, Owner may consider: (i) such person or firm's bonding capacity, (ii) financial and staffing capacity to carry out the work, (iii) expertise and experience, (iv) the requirements of any manufacturer with respect to the particular aspect of the work for which the person or firm is being considered; and (v) integrity, responsibility and reliability. Owner agrees to use its best efforts to use employees from the area to the extent they have the qualifications, expertise, ability and cost competitiveness to do the work required of the position for which they are being considered.

### 3.8. Inspections.

(a) Right to Inspect, Obtain Information. The County, acting through its officers or a designated agent or employee, shall have reasonable access to the Improvements and the Facilities: (i) to verify that the Improvements are constructed in accordance with the Plans and Specifications and conditions of this Agreement, (ii) to verify that the Facilities are operated in a



manner consistent with this Agreement, (iii) to verify compliance with the terms of this Agreement and the truth of any representations made by Owner pursuant to the terms of this Agreement, (iv) to determine the Capacity, (v) to obtain, or verify, information reasonably necessary to ascertain the Certified Appraised Value of the Facilities (as defined in Section 7.4 hereof) or (vi) any other fact or circumstance pertinent to the performance of this Agreement.

(b) Conduct of Inspections. The County agrees to provide Owner with at least 72 hours advance written notice of any such on-site inspection and further agrees that any such on-site inspection shall be conducted in a manner that will not unreasonably interfere with the construction of the Improvements or the operation of the Facilities. All such inspections shall be made with one or more representatives of Owner and in accordance with all applicable governmental safety standards. The rights of inspection set forth herein may be exercised by officers, agents or employees of the County or the Throckmorton County Appraisal District. Nothing herein shall be construed to limit or diminish the authority of the County or the Throckmorton County Appraisal District to conduct inspections or obtain information under applicable law.

3.9. Annual Certification. On or before January 31 of each calendar year that this Agreement is in effect Owner shall certify to the County its compliance with all material provisions of this Agreement. This annual certification (the "Annual Certification") shall contain a statement, sworn to by the individual who is an authorized officer of Owner, stating that Owner is in compliance with such material terms of this Agreement as well as a statement regarding the Capacity as required by Section 2.3(c) above.

3.10. Determination of Value. The Chief Appraiser of the Throckmorton County Appraisal District shall annually determine the Certified Appraised Value of all real and personal property making up the Facilities without regard to the abatement granted by this Agreement and the Certified Appraised Value of such property after applying the abatement granted this Agreement. The Chief Appraiser shall then record both values in the appraisal records. The value of the Facilities without regard to the abatement shall be used to compute the amount of abated taxes that are required to be recaptured and paid to the County in the event recapture of such taxes is required by this Agreement or applicable law. During the term of this Agreement, Owner shall each year furnish the Chief Appraiser of the Throckmorton County Appraisal District with such information as is required by applicable law (including Chapter 22 of the Texas Tax Code) and as may be necessary for the administration of the abatement specified in this Agreement. The Throckmorton County Appraisal District will determine the values required herein in any manner permitted by applicable law, but without limitation of Owner's rights in Section 3.11 hereinbelow.

3.11. Owner's Right of Protest. Nothing in this Agreement shall limit Owner's right to protest and contest any appraisal or assessment of the Facilities in accordance with applicable law. The abatement to which Owner is entitled will be governed by the values finally determined in proceedings relative to any such protest or contest by Owner.

3.12. Estoppel Certificates. Either party hereto may request an estoppel certificate from the other party hereto so long as the certificate is requested in connection with a bona fide business purpose. The certificate shall certify, as of the date of the certificate: (i) that this Agreement is in



full force and effect without default if such is the case, (ii) the remaining term of this Agreement, and (iii) such other matters as may be agreed upon by the parties. The parties shall not unreasonably withhold their consent to such requests.

3.13. Use of Improvements. The Improvements shall be used solely for the generation and distribution of electricity using wind powered turbines in furtherance of the County's development goals to achieve a major investment in the Reinvestment Zone that will be a benefit to the Reinvestment Zone and will contribute to the economic development of the County.

3.14. Damage or Destruction of Improvements. If the Improvements, or any portion thereof, are destroyed or damaged by fire, windstorm or other causes, regardless of whether such causes are based upon an act or omission of Owner or an agent, employee or officer of Owner, Owner shall replace such items to the extent that such replacement or repair can be accomplished using all available insurance proceeds. The damage to, or destruction of, the Improvements, or any portion thereof, shall not relieve Owner from the duty to pay the Annual PILOT Floor Amount specified in Section 2.3(b) above.

3.15. Criteria for Insurance, Bonding Companies. The insurance policies required by Section 3.3 and the bond required by Section 3.2 shall be issued by companies authorized to do business in the State of Texas and shall be rated "A-" or above by A.M. Best and Company or Standard and Poors or a comparable rating agency reasonably acceptable to the County.

#### **ARTICLE 4. REPRESENTATIONS**

4.1. By the County: The County hereby warrants and represents that this Agreement was authorized by an order of the Commissioners Court adopted on the date recited above authorizing the County Judge to execute this Agreement on behalf of the County.

4.2. By Owner. Owner hereby warrants and represents to the County:

(1) That Owner is a limited liability company organized under the laws of the state indicated above and authorized to do business in the State of Texas; or in the case of a permitted assignee of this Agreement, that such assignee is authorized to do business in the State of Texas.

(2) That Owner is not in default in the payment of any taxes owing to the federal, state or any local governmental units.

(3) That the officer of Owner signing this Agreement is properly authorized to enter into this Agreement and bind Owner to the terms thereof and Owner is thereby authorized to perform all covenants undertaken by Owner pursuant to this Agreement.

(4) That there is no operating agreement, certificate of formation provision, or agreement between Owner and any third party which in any way limits Owner's authority to enter into this Agreement and perform all covenants and agreements set forth herein.



(5) That none of the tangible personal property that is intended to be a part of the Improvements located within the Reinvestment Zone is located within the Reinvestment Zone as of the effective date of this Agreement.

(6) That no part of the Facilities will include a Wind-powered Energy Device located within 25 nautical miles of a Military Aviation Facility.

## **ARTICLE 5. DEFAULT; REMEDIES**

5.1. Default In Constructing Improvements. If Owner fails to complete the Improvements in the manner, and within the time period, stated in this Agreement, and Owner's failure to comply with those provisions of this Agreement are not cured following notice to Owner pursuant to Section 5.3 below, Owner shall be in default under the terms of this Agreement. In the event of a default in the construction of the Improvements the County may terminate or cancel this Agreement and Owner shall pay to the County all property tax revenues (including penalties, interest, attorney's fees and costs) that would have been payable to the County in the absence of this Agreement for any portion of the Improvements that are constructed.

5.2. Default In Operations, Payments or Performance of Other Covenants. The occurrence of any of the following circumstances shall be an event of default under the terms of this Agreement:

(1) The Facilities are not operated in accordance with the material terms of this Agreement for the period of time required by this Agreement;

(2) Owner fails to timely pay any amounts owing to County pursuant to this Agreement, including any ad valorem taxes owed to the County or any Other Taxing Unit within the County, or fails to timely and properly follow applicable procedures for protest or contest of any such ad valorem taxes; or

(3) Owner fails to timely perform any material covenant, condition or agreement it has undertaken pursuant to the terms of this Agreement;

(4) Any representation made by Owner in Section 4.2 of this Agreement is untrue or, with the passage of time, becomes materially untrue; or

(5) Owner fails to maintain continued operations in accordance with Section 2.4(h).

5.3. Notice, Right to Cure. Upon the occurrence of an event of default (including default under Sections 5.1 or 5.2 above), the County shall give the Owner written notice specifying the default.



(1) Monetary Defaults. If the event of default relates to the payment of money, Owner shall cure such default within 90 days of the date of the notice from the County.

(2) Non-Monetary Defaults. If the event of default is based upon an event other than a default in the payment of money, Owner shall cure such default within 90 days of the date of the notice of default by the County. This cure period shall be extended for the period of time referred to in Section 9.7 of this Agreement if any circumstance identified in Section 9.7 delays the cure of any such default. This cure period shall be extended if the goods and services necessary to cure same are not reasonably available to Owner within the 90-day time period; provided, that Owner shall provide the County with documentation that such goods or services are not available. If the goods and services are not reasonably available to Owner within the 90-day cure period, the cure period shall be extended for a period of an additional 90 days or such additional time period as the documentation demonstrates is reasonably necessary to cure the default, but not longer than 180 days without the approval of the County.

5.4. Remedies. If an event of default is not cured in accordance with Section 5.3 above, then the County may, in addition to any other remedies it may have at law or in equity, avail itself any of the following remedies:

(1) The recapture of all *ad valorem* taxes abated pursuant to the terms of this Agreement to the date of any default but providing a credit to Owner for the sum of the Annual PILOTs paid to the date of the default.

(2) The County shall be entitled to avail itself of any remedy available to it for the collection of property taxes under the Texas Tax Code or applicable law including: (i) the charging of interest on past due taxes, penalties, attorney's fees and costs (in each case in the amounts provided by the Texas Tax Code for charges in connection with delinquent property taxes) and (ii) the County shall have a lien which shall be equivalent to a tax lien created pursuant to TEX. TAX CODE §32.01. This lien shall attach to all taxable property as provided in TEX. TAX CODE §32.01 and shall have the same priority as a tax lien existing under TEX. TAX CODE §32.01. Notwithstanding the foregoing the County's right to foreclose this lien shall be subject to the County's compliance with the notice and right to cure provisions of Section 5.6 below. Exercise of any of the statutory remedies described in this Section 5.4 shall not constitute an election which would prohibit the County from exercising any remedy it may have under the terms of this Agreement.

(3) The County may cancel this Agreement or modify this Agreement with Owner's written consent.

(4) Within 90 days of the date of a demand by the County that it do so, Owner shall pay to the County an amount equal to all taxes abated to the date of such notice together with penalties and interest as provided for in the Texas Tax Code.

(5) Foreclose any of the liens described in this Section 5.4 above.



(6) File suit against Owner seeking a judgment for any amounts owed to the County under this Agreement or applicable law.

The exercise by the County of any of the remedies provided in this Section 5.4 or 5.1 above shall not constitute an election of remedies and will not in any way limit the County's ability to exercise any other remedy available to it under this Agreement or applicable law.

5.5. No Abatement for Calendar Year of Default. If there is a default (other than a default pursuant to Section 5.1 above), Owner shall not be entitled to abatement of taxes for the calendar year in which the default occurs or for any portion of the remaining term of this Agreement. If a default continues over more than one day, it will be considered to have occurred on the date on which it first occurred.

5.6. Mortgagee Protection. Notwithstanding any other provision hereof, County agrees that Owner may, without any further consent from the County, mortgage, pledge, or otherwise encumber its interest in the Improvements and Facilities, and Owner's lease and easement agreements regarding the Improvements and Facilities ("Leases"), to any lender or to any trustee or beneficiary under a deed of trust or to any master or special servicer (a "Mortgagee") for the purpose of financing operations of the Facilities, constructing the Improvements or acquiring additional equipment for the Facilities following any initial phase of construction. Any Mortgagee shall be entitled to receive the same written notice of any default as County is required to provide Owner hereunder so long as County has been provided notice of the identity and address of such Mortgagee, and such Mortgagee shall be entitled to cure or commence cure of any such defaults in the same manner as Owner. This provision shall not be construed to limit or diminish the County's lien priority for taxes owed pursuant to the Texas Tax Code.

## ARTICLE 6. ASSIGNMENT

6.1. Assignment. So long as no default exists and is continuing at the time of the proposed assignment and Owner provides the information required under Section 6.2 hereinbelow, and subject to the restrictions set forth in Section 6.5, Owner shall have the right to assign, in whole or in part, any of its rights or obligations under the terms of this Agreement or in the Improvements, Leases or the Facilities with the consent of the County which may only be withheld under those circumstances described in Section 6.3 below. Notwithstanding the foregoing, (i) Owner may assign this Agreement to an Affiliate or Subsidiary of Owner without the consent of the County; and (ii) a transfer of all or a portion of the ownership interests in Owner shall not be considered an assignment under the Agreement and shall not require the consent of the County. Under an assignment, Owner shall have no further rights, duties or obligations under the Agreement to the extent such rights, duties or obligations have been acquired by an assignee. Owner shall notify the County at least 48 hours before any public announcement of the acquisition or transfer of any ownership interest in Owner.

6.2. Information on Assignee to be Provided to County; Timing of Consent. In the event Owner proposes to assign all or any portion of its interest in the Facilities, Owner agrees to provide the County the Background Information (as defined in Section 7.2) on the proposed assignee.



Owner agrees to reimburse the County, up to a maximum of \$10,000, for any expenses incurred by the County in obtaining or analyzing any of the Background Information.

6.3. County May Withhold Consent. The County may withhold its consent to a proposed assignment, and such action by the County will not be considered to be unreasonable if: (i) the proposed assignee cannot demonstrate that it reasonably can expect to have, during the term of this Agreement, annual revenues sufficient to comply with the Agreement and pay the ad valorem tax assessments from the County as they are made, or the proposed assignee cannot otherwise demonstrate its financial ability to abide by all terms and conditions set forth herein, (ii) the proposed assignee has a record of violations or defaults with respect to its operations of wind projects such that the assignee does not have the capability and reliability to perform the requirements of the Agreement and (iii) the assignee does not comply with each of the conditions to assignment set forth in Section 6.4 below. If the County reasonably requests additional information the County, the Owner and the prospective assignee agree to negotiate in good faith regarding what information will, and will not, be made available to the County and any conditions to the disclosure of such information. The County shall advise Owner in writing of whether it consents to a proposed assignment not later than 30 days from the date the County is provided with all information required by Section 7.2. If the County decides to withhold its consent, it shall provide the reasons it is doing so in the written decision.

6.4. Conditions to Assignment. Owner's assignment shall also be conditioned on the following:

(1) The execution and delivery to the County of an addendum to this Agreement, in a form substantially similar to this Agreement, wherein: (i) in the case of a partial assignment, it is executed by the Owner and the assignee and provides that each of them assume and agree to timely discharge all covenants and obligations under the terms of this Agreement and (ii) in the case of a full assignment, it is executed by the assignee and provides that assignee assumes and agrees to timely discharge all covenants and obligations undertaken by Owner under the terms of this Agreement, including, without limitation, Owner's duty to provide a bond for road maintenance pursuant to Section 3.2;

(2) Proof reasonably acceptable to the County (which may be in the form of an opinion of legal counsel) that the assignee is authorized to sign the addendum and perform the covenants and obligations thereby undertaken;

(3) Payment, by the Owner or assignee, of all reasonable expenses actually incurred by the County in connection with the proposed assignment, including, without limitation, its reasonable and necessary attorney's fees in connection with the assignment as well as the expenses referred to in Section 6.2 above in an amount not to exceed \$10,000.00;

(4) The absence of any event of default under the terms of this Agreement for which a notice of default has been given and the cure period has expired; and

(5) Proof that the proposed assignee has obtained or will obtain the insurance coverage required by this Agreement.



#### 6.5. Sale or Transfer to Non-taxable Entity.

(a) If, during the Abatement Period or the period of time during which Owner is required to maintain continued operations pursuant to Section 2.4(h) above, the Owner proposes a Transfer to a Non-taxable Entity, Owner shall pay to the County an amount equal to: (i) all *ad valorem* taxes abated under the terms of this Agreement but giving credit to Owner for the sum of all Annual PILOTs made to the date of the proposed assignment, and (ii) all *ad valorem* taxes which would be due and owing for the year during which the assignment is made, even though such taxes may not yet be billed or finally assessed. Such payment shall be made prior to the effective date of any such assignment to a non-taxable entity.

(b) Any Transfer to a Non-taxable Entity by Owner without compliance with Section 6.5(a) above shall be considered a default under the terms of this Agreement without the requirement of any notice by the County to Owner or opportunity to cure. Following any such default the County will be entitled to: (i) recapture the taxes abated pursuant to this Agreement in accordance with Section 5.4 above and/or (ii) pursue, without election of remedies, any other remedy available to it under this Agreement or applicable law.

(c) As used in this Agreement, a "Transfer to a Non-taxable Entity" shall mean any sale, transfer or assignment, in whole or in part, of the Improvements or the Facilities under circumstances where the assignee is exempt from property taxation, under applicable law, with respect to the Improvements or the Facilities, or any portion thereof, sold, transferred or assigned to the assignee.

### ARTICLE 7. DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings assigned to them below:

7.1. "Affiliate" shall mean a person who controls, is controlled by, or under common control with another person and "Subsidiary" shall have the meaning assigned to it in the Texas Business Organizations Code.

7.2. "Background Information" shall include, without limitation, in the case of an assignee or partial assignee and any Affiliate of any assignee:

- (1) its legal name or identity;
- (2) the address of its local office in the County, its registered office and address maintained with the Secretary of State of the State of Texas and its principal or home office;
- (3) (i) the state in which it was chartered and its registered office and agent in that state as well as the name and address of its registered agent and office in the State of Texas, and (ii) the names and addresses of all governing persons (as that term is defined by the Texas Business Organizations Code);

(4) all public filings made in the year of the proposed assignment and the preceding two years with the Securities and Exchange Commission of the United States or with the agency of any state regulating securities transactions, if any; and

(5) a report from an independent financial rating firm selected by the County, such as Dunn and Bradstreet or Moody's, if such report exists.

7.3. "Certified Appraised Value" shall mean the appraised value of property that is subject to property taxation under the Texas Tax Code determined and certified by the Chief Appraiser of the Throckmorton County Appraisal District for each taxable year.

7.4. "Facilities" shall mean the Improvements and all other tangible property or fixtures used by Owner in connection with its wind power electric generation operations in the Reinvestment Zone and shall include any property added to the Improvements because of repairs, retrofitting or additional improvements during the term of this Agreement which are not the result of a casualty loss covered by Section 3.14 above.

7.5. "Military Aviation Facility" shall have the meaning assigned to it in TEX. TAX CODE §312.0021(a)(1).

7.6. "Wind-powered Energy Device" shall have the meaning assigned to it in TEX. TAX CODE §§11.27 and 312.021(a)(2).

7.7. Other terms not specifically defined herein shall have the meanings assigned to them by the Texas Tax Code, the Texas Business Organizations Code or other statutes of the State of Texas.

## ARTICLE 8. NOTICES

8.1. Notices. All notices or other communications required or permitted by this Agreement shall be in writing and shall be deemed to be properly given when delivered personally to any of the hereinafter designated addresses or the named representatives thereof, or when mailed by prepaid certified mail, return receipt requested, addressed to such party at the respective addresses set forth below:

If to the County:

Throckmorton County, Texas  
Attn: County Judge  
P.O. Box 700 (105 N. Minter – if delivered)  
Throckmorton, Texas 76483-0700



If to the Owner:

Azure Sky Wind Project, LLC  
Attn: \_\_\_\_\_  
100 Brickstone Square, Suite 300  
Andover, MA 01810-1456

Either party may change the address for notices by a written notice forwarded in accordance with the foregoing.

## ARTICLE 9. GENERAL PROVISIONS

9.1. Governing Law; Venue. This Agreement shall be construed and governed in accordance with the laws of the State of Texas without giving effect to its conflict of law rules. Venue for any action relating to the interpretation or performance of this Agreement or to enforce any right or obligation relating to this Agreement shall be in a court of competent jurisdiction having jurisdiction over cases arising in Throckmorton County, Texas.

9.2. Waiver. The failure of either party to enforce any right or demand strict performance of any obligation of the other party under this Agreement shall not operate as, or be construed to be, a waiver of such right or obligation.

9.3. Entire Agreement, Interpretation. This Agreement, including any exhibits to the Agreement, collectively constitute the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous discussions, representations, correspondence or agreements, written or oral. This Agreement may only be amended by a written instrument signed by both parties or their duly authorized officers or representatives. The language of this Agreement shall be construed as a whole according to its fair and common meaning and shall not be construed for or against either of the parties hereto. All titles or headings to sections or other divisions of this Agreement are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the content of this Agreement, such content being controlling as to the agreement between the parties hereto.

9.4. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision of this Agreement.

9.5. Agreement Subject to Rights of Bondholders. This Agreement is subject to the rights of the holders of outstanding bonds or other debt of the County.

9.6. Owner as Party to Litigation. In the event any litigation is initiated by a third party questioning or challenging the validity of this Agreement or any part hereof or any of the underlying orders or Commissioners Court actions authorizing the same, the County agrees not to object to the Owner's joinder or intervention in such litigation.



9.7. Force Majeure. If Owner's performance of any obligation or obligations under this Agreement is interrupted, delayed, or prevented by any contingency or cause beyond the control of Owner and which is not directly or indirectly caused by the acts or omissions of Owner's officers, employees or agents, then Owner shall be excused from the performance of any such obligation or obligations during the period of time that Owner is reasonably unable to perform such obligation or obligations as a result of such contingency or cause, and no default will have occurred with respect to such circumstances. Notwithstanding any other provision of this Agreement to the contrary, in the event a party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement (other than any obligation to make payment of any amount when due and payable hereunder); the obligation of such party, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any condition or event of Force Majeure, but for no longer period, and such condition or event shall so far as possible be remedied with all reasonable dispatch. Contingencies or causes beyond the control of Owner include, without limitation:

(1) Acts of God, or the public enemy, any natural disaster, war, riot, civil commotion, insurrection, fires, explosions, accidents, floods, pandemics, and labor disputes or strikes;

(2) To the extent it affects the Owner's ability to perform a non-monetary covenant or obligation under this Agreement:

(A) A change in a governmental law or regulation if Owner complies with the changed or revised law or regulation within the time limits, and in the manner, provided by such changed or revised law or regulation;

(B) A delay occasioned by the fact that supplies or materials are not reasonably available or the fact that a contractor or subcontractor is delayed in performing services and in either case the circumstance is not directly or indirectly caused by the acts or omissions of Owner.

9.8. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constituted, collectively, one agreement. Once all parties to this Agreement have signed a counterpart, this Agreement shall be binding upon all parties in accordance with the terms hereof.

9.9. Adoption of Agreement. The County agrees that any other taxing unit eligible to enter into agreements relating to the abatement of taxes may adopt all or any portion of this Agreement.

9.19. Further Acts. The parties each agree to cooperate fully with the other and to take such further action and execute such other documents or instruments as necessary or appropriate to implement the terms of this Agreement.



9.11. Reimbursement of Expenses. Owner agrees to reimburse the County for the reasonable and necessary attorney's fees and expenses incurred by the County in connection with the negotiation and preparation of this Agreement.

9.12. Incorporation of Exhibits. All exhibits attached hereto are incorporated herein. The exhibits attached to this Agreement are:

- Exhibit A – Copy of Notice to Throckmorton Collegiate Independent School District that the Commissioners Court of Throckmorton County would act on this Agreement.
- Exhibit B – Copy of posted notice of meeting at which this Agreement was acted upon.
- Exhibit C – Detailed description of the Improvements contained in Owner's application for tax abatement
- Exhibit D – Copy of the County's order designating the Throckmorton Reinvestment Zone 2020-1.

This Agreement shall be effective as of the date it is executed on behalf of both parties, as shown by their acknowledgments set forth below.

Attachments:

ATTEST:

COUNTY:

Dianna Moore, County Clerk

Throckmorton County, Texas

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

By: \_\_\_\_\_  
Trey Carrington, County Judge

STATE OF TEXAS )

COUNTY OF THROCKMORTON )

This instrument was acknowledged before me on \_\_\_\_\_, 2020 by Trey Carrington, County Judge of Throckmorton County, Texas on behalf of said County.

\_\_\_\_\_  
Notary Public, State of Texas

OWNER:

Azure Sky Wind Project, LLC, a Delaware  
limited liability company

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

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

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

This instrument was acknowledged before me on \_\_\_\_\_, 2020 by  
\_\_\_\_\_ of Azure Sky Wind Project, LLC, a Delaware limited liability  
company.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_



**EXHIBIT B to**

**Tax Abatement Agreement between Throckmorton County, Texas  
and Azure Sky Wind Project, LLC**

**Posted and Published (on the County's website) Notice of Action by the Throckmorton County  
Commissioners on proposed Tax Abatement Agreement with Azure Sky Wind Project, LLC**

**Consisting of 1 page exclusive of this cover page.**

**NOTICE REGARDING CONSIDERATION AND ACTION BY  
THE COMMISSIONERS COURT OF THROCKMORTON COUNTY, TEXAS  
ON A PROPOSED TAX ABATEMENT AGREEMENT WITH  
AZURE SKY WIND PROJECT, LLC**

The Commissioners Court of Throckmorton County, Texas will hold a regular meeting at 9:00 a.m. on August 24, 2020 in the Commissioners Courtroom at 105 N. Minter, Throckmorton, Texas at which time it will consider and take action on a proposed Tax Abatement Agreement between Throckmorton County, Texas and Azure Sky Wind Project, LLC (the "Tax Abatement Agreement"). In accordance with TEX. TAX CODE §312.207(c), the following information is provided relative to the proposed Tax Abatement Agreement:

- (1) The name of the property owner and applicant with respect to the Tax Abatement Agreement is Azure Sky Wind Project, LLC.
- (2) The project which is the subject of the Tax Abatement Agreement is located in the *Throckmorton County Reinvestment Zone 2020-1*. The *Throckmorton County Reinvestment Zone 2020-1* is located in the area shown on the attached maps. A more particular description of the *Throckmorton County Reinvestment Zone 2020-1* is contained in the *Order of the Commissioners Court of Throckmorton County Designating the Throckmorton County Reinvestment Zone 2020-1* which was adopted on June 22, 2020 which is on file with the records of the Commissioners Court.
- (3) A general description of the nature of the improvements included in the Tax Abatement Agreement are Wind Project turbine towers, Wind Project turbine generators and blades, foundations and related infrastructure and equipment.
- (4) The estimated cost of the project is \$312,709,280.00.

This is a notice required by TEX. TAX CODE §312.207(c). There will be other items which will be considered and acted upon by the Throckmorton County Commissioners Court at its August 24, 2020 meeting. Those additional items will be set forth in a later notice which will be posted as required by Chapter 551 of the Texas Government Code (the Open Meetings Act).

The above and foregoing notice was posted as follows:

FILED FOR RECORD  
at 9:00 o'clock a.m.

JUL 21 2020  
Diana Moore  
CLERK COURT  
THROCKMORTON, TX



EXHIBIT C to  
Tax Abatement Agreement between Throckmorton County, Texas  
and Azure Sky Wind Project, LLC

Description of Improvements

Consisting of 8 pages exclusive of this cover page.

Throckmorton County  
APPLICATION FOR TAX ABATEMENT

Name of Applicant: Azure Sky Wind, LLC Date: 3/19/2019  
Address of Applicant: 100 Brickstone Sq., Suite 300 E-mail: \_\_\_\_\_  
City/State/Zip: Andover, MA Phone: 978-681-1900  
Name of Representative/Agent: Wes Jackson  
Representative/Agent E-Mail: wjackson@cwlp.net Phone: 713-266-4456 x2  
Proposed Name for Reinvestment Zone: Throckmorton County RZ 02-2020

1. Please state the approximate current ad valorem tax value of the real property within the proposed reinvestment zone: \$ None.
2. Please attach a map of the proposed Reinvestment Zone, with sufficient detail to locate the reinvestment zone in relation to the highways or county roads that will access the zone, with sufficient contrast to make publication in a newspaper generally legible at a scale of not more than ¼ page, and contain an "inset" map locating the proposed reinvestment zone within the county.
3. Please provide a list of the properties that will be located within the proposed reinvestment zone, by Ad Valorem Parcel ID Numbers utilized by the County Appraisal District, and the current registered owner of each such parcel.

See attached Exhibit A.

4. Please provide a general description of the nature of the proposed project, the types of infrastructure that will be constructed or installed within the proposed reinvestment zone, and a statement as to what improvements will be subject to the abatement and any exclusions from abatement the applicant expects to construct or install within the proposed reinvestment zone. Please state the Applicant's best estimate of the taxable value of all such improvements. \$ \_\_\_\_\_

Azure Sky Wind, LLC (Azure Sky Wind) is requesting a tax abatement from Throckmorton County for the Azure Sky Wind Project (the "Project"), a proposed wind powered electric generating facility in Throckmorton County. This project would be constructed within the Throckmorton County RZ 02-2020.



The proposed Project is anticipated to have a capacity of approximately 348 MW located in Throckmorton County. The exact number and location of panels and inverters will vary depending upon ongoing siting analysis, manufacturer's availability, prices, and the megawatt generating capacity of the Project when completed. Current estimated plans are to install 65 of the 4.8 MW Nordex wind turbines and 15 of the 2.415 MW Siemens/Gamesa wind turbines with all turbines located in Throckmorton County. The Applicant requests a value limitation for all facilities and equipment installed for the Project, including; wind turbines, towers, foundations, roadways, meteorological towers, collection system, communication system, electric switchyard, electric transformers, transmission line and associated towers, interconnection facilities and all eligible ancillary and necessary equipment. The estimated Taxable value in Year 1 of the project is \$300,682,000 and would depreciate down to \$130,780,000 in the first year after the Abatement Period expired.

5. Please state the number of temporary jobs that will be generated by the proposed project, and the number of permanent jobs that will be created. In relation to job creation, please state the expected duration of temporary jobs within the county, and the anticipated annual payroll for permanent jobs. 250-300 temporary workers during construction period of approximately 12 months and 6 permanent jobs at an estimated \$49,974 per year.
6. Please identify any incentives the applicant will make available to attract and retain permanent residential employees to construct, maintain or operate the resulting facilities within the proposed reinvestment zone. The applicant will offer competitive pay with attractive benefit packages to incent permanent employees to operate and maintain the project.
7. Please state whether or not the applicant intends to seek a reduction in the initial ad valorem tax basis by deducting any federal tax credits from the cost basis or value of the proposed improvements for purposes of county ad valorem taxation in the first year such improvements will be taxable by the county. The project would be seeking the Federal Production Tax Credit which does not affect the value of the Project when using the Cost Approach Method.
8. Please state the estimated tax revenues the county can expect to receive during each year of any requested abatement, and the method by which this revenue is calculated. Please state the remaining useful life of the proposed project at the conclusion of the abatement period. Please attach a spreadsheet to your application with this calculation, showing the formula used in the calculation. This spreadsheet should show expected

revenues to the County both during the requested abatement period, as well as for each subsequent year after the expiration of the abatement period for the duration of the expected useful life of the facilities constructed or installed within the proposed reinvestment zone. See attached schedule of Estimated values and tax amounts (Exhibit B)

9. Please provide a comparison between any proposed abatement of taxes based upon a percentage of abatement and resulting PILOT (Payment in Lieu of Taxes) that might result from the county approving the requested abatement.
10. Please provide a time schedule for undertaking and completing the planned improvements. This timeline should include an anticipated commencement of construction, commercial operations commencement date, and date of first payment of any PILOT or ad valorem tax payment. Full construction of the Project is anticipated to begin in the 1st Quarter of 2021 with completion by December 31, 2021. The first payment would be for the 2022 tax year.
11. Please provide certification from the County Appraisal District that any property owned by the Applicant is ad valorem tax obligations. N/A
12. Please attach a non-refundable application fee of \$1,000.00 to the completed application.

Date:

\_\_\_\_\_

Authorized Representative or Agent



# EXHIBIT A

| Lease Number | County       | Tax Property ID #                                                                                                                                                                       | Acreage | Survey                                                                                                                                                                                                                                                                                                                                                                                                                                               | Abstract                                                                                                                                                                                                                                       | Section/Block                          |
|--------------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| 012          | Throckmorton | 41606                                                                                                                                                                                   | 160     | BBB&C RR Co. Sur. 128                                                                                                                                                                                                                                                                                                                                                                                                                                | Abst. 1068                                                                                                                                                                                                                                     |                                        |
| 014          | Throckmorton | 3121, 42250                                                                                                                                                                             | 160     | BBB&C RR Co. Sur. 220                                                                                                                                                                                                                                                                                                                                                                                                                                | Abst. 1228                                                                                                                                                                                                                                     |                                        |
| 021          | Throckmorton | 2782, 1294, 1296, 2844, 2897, 1269                                                                                                                                                      | 3,640   | BBB&C RR Co. W41<br>BBB&C RR Co.<br>BBB&C RR Co.<br>BBB&C RR Co.<br>BBB&C RR Co.<br>BBB&C RR Co.                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                | 126<br>127<br>128<br>157<br>158<br>159 |
| 025          | Throckmorton | 1342                                                                                                                                                                                    | 80      | BBB&C RR Co. Sur. 199                                                                                                                                                                                                                                                                                                                                                                                                                                | Abst. 123                                                                                                                                                                                                                                      |                                        |
| 025          | Throckmorton | 3123, 3125                                                                                                                                                                              | 160     | BBB&C RR Co. Sur. 220                                                                                                                                                                                                                                                                                                                                                                                                                                | Abst. 1228                                                                                                                                                                                                                                     |                                        |
| 038          | Throckmorton | 1385, 42836                                                                                                                                                                             | 120     | BBB&C RR Co. Sur. 227                                                                                                                                                                                                                                                                                                                                                                                                                                | Abst. 137                                                                                                                                                                                                                                      |                                        |
| 041          | Throckmorton | 40793, 41016                                                                                                                                                                            | 160     | BBB&C RR Co. Sur. 228                                                                                                                                                                                                                                                                                                                                                                                                                                | Abst. 1125                                                                                                                                                                                                                                     |                                        |
| 042          | Throckmorton | 10826                                                                                                                                                                                   | 480     | BBB&C RR Co. Sur. 228                                                                                                                                                                                                                                                                                                                                                                                                                                | Abst. 1125                                                                                                                                                                                                                                     |                                        |
| 043          | Throckmorton | 1270, 1272, 1275, 42760, 42761, 42762, 42826, 42827, 42828                                                                                                                              | 551.57  | BBB&C RR Co. Sur.                                                                                                                                                                                                                                                                                                                                                                                                                                    | Abst. 88                                                                                                                                                                                                                                       | 129                                    |
| 043          | Throckmorton | 2896, 42763, 42831                                                                                                                                                                      | 160     | BBB&C RR Co. Sur.                                                                                                                                                                                                                                                                                                                                                                                                                                    | Abst. 1068                                                                                                                                                                                                                                     | 128                                    |
| 043          | Throckmorton | 2841, 42759, 42830                                                                                                                                                                      | 320     | BBB&C RR Co. Sur.                                                                                                                                                                                                                                                                                                                                                                                                                                    | Abst. 1032                                                                                                                                                                                                                                     | 156                                    |
| 045          | Throckmorton | 3005                                                                                                                                                                                    | 320     | BBB&C RR Co. Sur. 222                                                                                                                                                                                                                                                                                                                                                                                                                                | Abst. 1135                                                                                                                                                                                                                                     |                                        |
| 056          | Throckmorton | 1373                                                                                                                                                                                    | 614.69  | BBB&C RR Co. Sur. 221                                                                                                                                                                                                                                                                                                                                                                                                                                | Abst. 134                                                                                                                                                                                                                                      |                                        |
| 056          | Throckmorton | 1410                                                                                                                                                                                    | 640     | BBB&C RR Co. Sur. 245                                                                                                                                                                                                                                                                                                                                                                                                                                | Abst. 125                                                                                                                                                                                                                                      |                                        |
| 056          | Throckmorton | 2828                                                                                                                                                                                    | 320     | BBB&C RR Co. Sur. 200                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                |                                        |
| 056          | Throckmorton | 3080, 3251                                                                                                                                                                              | 560     | BBB&C R.R. Co. Sur. 246<br>BBB&C R.R. Co. Sur. 246                                                                                                                                                                                                                                                                                                                                                                                                   | Abst. 1345<br>Abst. 1194                                                                                                                                                                                                                       |                                        |
| 056          | Throckmorton | 43297                                                                                                                                                                                   | 80      | BBB&C RR Co. Sur.                                                                                                                                                                                                                                                                                                                                                                                                                                    | Abst. 1194                                                                                                                                                                                                                                     | 246                                    |
| 056          | Throckmorton | 3081, 3082                                                                                                                                                                              | 162.812 | BBB&C RR Co. Sur. 189                                                                                                                                                                                                                                                                                                                                                                                                                                | Abst. 118                                                                                                                                                                                                                                      |                                        |
| 057          | Throckmorton | 1334                                                                                                                                                                                    | 477.188 | BBB&C RR Co. Sur. 189                                                                                                                                                                                                                                                                                                                                                                                                                                | Abst. 118                                                                                                                                                                                                                                      |                                        |
| 057          | Throckmorton | 2995                                                                                                                                                                                    | 640     | BBB&C RR Co. Sur. 260                                                                                                                                                                                                                                                                                                                                                                                                                                | Abst. 1130                                                                                                                                                                                                                                     |                                        |
| 057          | Throckmorton | 2998                                                                                                                                                                                    | 640     | BBB&C RR Co. Sur. 244                                                                                                                                                                                                                                                                                                                                                                                                                                | Abst. 1131                                                                                                                                                                                                                                     |                                        |
| 057          | Throckmorton | 42523, 42744                                                                                                                                                                            | 200     | BBB&C RR Co. Sur. 261                                                                                                                                                                                                                                                                                                                                                                                                                                | Abst. 154                                                                                                                                                                                                                                      |                                        |
| 057          | Throckmorton | 1454                                                                                                                                                                                    | 430     | BBB&C RR Co. Sur. 261                                                                                                                                                                                                                                                                                                                                                                                                                                | Abst. 154                                                                                                                                                                                                                                      |                                        |
| 058          | Throckmorton | 1348                                                                                                                                                                                    | 640     | BBB&C RR Co. Sur. 201                                                                                                                                                                                                                                                                                                                                                                                                                                | Abst. 124                                                                                                                                                                                                                                      |                                        |
| 058          | Throckmorton | 1350, 3283                                                                                                                                                                              | 960     | BBB&C RR Co. Sur. 203<br>BBB&C RR Co. Sur. 204                                                                                                                                                                                                                                                                                                                                                                                                       | Abst. 125<br>Abst. 1370                                                                                                                                                                                                                        |                                        |
| 058          | Throckmorton | 1359                                                                                                                                                                                    | 640     | BBB&C RR Co. Sur. 215                                                                                                                                                                                                                                                                                                                                                                                                                                | Abst. 131                                                                                                                                                                                                                                      |                                        |
| 058          | Throckmorton | 1362, 1364                                                                                                                                                                              | 640     | BBB&C RR Co. Sur. 217                                                                                                                                                                                                                                                                                                                                                                                                                                | Abst. 132                                                                                                                                                                                                                                      |                                        |
| 058          | Throckmorton | 1386                                                                                                                                                                                    | 461     | BBB&C RR Co. Sur. 229                                                                                                                                                                                                                                                                                                                                                                                                                                | Abst. 138                                                                                                                                                                                                                                      |                                        |
| 058          | Throckmorton | 3292                                                                                                                                                                                    | 640     | BBB&C RR Co. Sur. 216                                                                                                                                                                                                                                                                                                                                                                                                                                | Abst. 1375                                                                                                                                                                                                                                     |                                        |
| 058          | Throckmorton | 3285, 2835                                                                                                                                                                              | 638.18  | BBB&C RR Co. Sur. 218<br>BBB&C RR Co. Sur. 218                                                                                                                                                                                                                                                                                                                                                                                                       | Abst. 1372<br>Abst. 1028                                                                                                                                                                                                                       |                                        |
| 058          | Throckmorton | 2833                                                                                                                                                                                    | 640     | BBB&C RR Co. Sur. 202                                                                                                                                                                                                                                                                                                                                                                                                                                | Abst. 1027                                                                                                                                                                                                                                     |                                        |
| 058          | Throckmorton | 2815                                                                                                                                                                                    | 80      | BBB&C RR Co. Sur. 230                                                                                                                                                                                                                                                                                                                                                                                                                                | Abst. 1023                                                                                                                                                                                                                                     |                                        |
| 059          | Throckmorton | 1407                                                                                                                                                                                    | 550     | BBB&C RR Co. Sur.                                                                                                                                                                                                                                                                                                                                                                                                                                    | Abst. 145                                                                                                                                                                                                                                      | 243                                    |
| 067          | Throckmorton | 1451, 2694, 3476, 3477, 18318                                                                                                                                                           | 488     | BBB&C RR Co. Sur. 259<br>BBB&C RR Co. Sur. 276<br>BBB&C RR Co. Sur. 287<br>BBB&C RR Co. Sur. 287                                                                                                                                                                                                                                                                                                                                                     | Abst. 153<br>Abst. 958<br>Abst. 167<br>Abst. 276                                                                                                                                                                                               |                                        |
| 071          | Throckmorton | 2808                                                                                                                                                                                    | 112     | BBB&C RR Co. Sur. 230                                                                                                                                                                                                                                                                                                                                                                                                                                | Abst. 1023                                                                                                                                                                                                                                     |                                        |
| 072          | Throckmorton | 1267, 1298, 1299, 1300, 1301, 1302, 1303, 1756, 2602, 2603, 2606, 2708, 2709, 2710, 2775, 2779, 2781, 2850, 2856, 2968, 3086, 3320, 3321, 3322, 3375, 41941, 43409, 43412, 43413, 43423 | 5709    | BBB&C RR Co. Sur. 125<br>BBB&C RR Co. Sur. 161<br>BBB&C RR Co. Sur. 163<br>T. & N. O.R.R. Company Sur. 1<br>BBB&C RR Co. Sur. 194<br>BBB&C RR Co. Sur. 160<br>BBB&C RR Co. Sur. 16<br>T. & N. O.R.R. Company Sur. 2<br>BBB&C RR Co. Sur. 124<br>BBB&C RR Co. Sur. 160<br>C.I.R. Sur. 131<br>C.I.R. Sur. 118<br>C.I.R. Sur. 69<br>B.F. Reynolds Sur.<br>John T. Davis Sur.<br>BBB&C RR Co. Sur. 194<br>BBB&C RR Co. Sur. 195<br>BBB&C RR Co. Sur. 163 | Abst. 86<br>Abst. 104<br>Abst. 105<br>Abst. 256<br>Abst. 882<br>Abst. 883<br>Abst. 969<br>Abst. 1003<br>Abst. 1005<br>Abst. 1036<br>Abst. 1041<br>Abst. 1117<br>Abst. 1196<br>Abst. 1405<br>Abst. 1453<br>Abst. 1192<br>Abst. 121<br>Abst. 105 |                                        |

# EXHIBIT A

|     |              |                                                                                                                                                                                                                        |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                  |                                 |
|-----|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| 073 | Throckmorton | 1309<br>1312<br>1335<br>1339<br>1340<br>1375<br>2820<br>2842<br>2845<br>3004<br>3079<br>3120<br>3126                                                                                                                   | 6,072  | BBB&C RR Co. Sur. 165<br>BBB&C RR Co. Sur. 167<br>BBB&C RR Co. Sur. 191<br>BBB&C RR Co. Sur. 197<br>BBB&C RR Co. Sur. 199<br>BBB&C RR Co. Sur. 223<br>BBB&C RR Co. Sur. 190<br>BBB&C RR Co. Sur. 156<br>BBB&C RR Co. Sur. 158<br>BBB&C RR Co. Sur. 222<br>BBB&C RR Co. Sur. 196<br>BBB&C RR Co. Sur. 198<br>BBB&C RR Co. Sur. 192                                                                                                                                                                                                                                                                                                                                                      | Abst. 106<br>Abst. 107<br>Abst. 119<br>Abst. 122<br>Abst. 123<br>Abst. 135<br>Abst. 1025<br>Abst. 1032<br>Abst. 1033<br>Abst. 1135<br>Abst. 1193<br>Abst. 1227<br>Abst. 1229                                                                                                                     |                                 |
| 074 | Throckmorton | 1387, 1388                                                                                                                                                                                                             | 177    | BBB&C RR Co. Sur.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Abst. 138                                                                                                                                                                                                                                                                                        | 229                             |
| 080 | Throckmorton | 3073                                                                                                                                                                                                                   | 320    | BBB&C RR Co. Sur. 214                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Abst. 1186                                                                                                                                                                                                                                                                                       |                                 |
| 082 | Throckmorton | 1322, 1324, 1326,<br>1352, 1353, 1354,<br>1355, 1357, 1396,<br>1397, 1398, 1456,<br>1458, 2579, 2617,<br>2644, 2687, 2760,<br>2761, 2767, 2768,<br>2795, 3008, 3009,<br>3010, 3011, 3074,<br>3117, 3118, 3208,<br>3345 | 13,889 | BBB&C RR Co. Sur.<br>BBB&C RR Co. Sur.<br>BBB&C RR Co. Sur.<br>BBB&C RR Co. Sur.<br>BBB&C RR Co. Sur.<br>BBB&C RR Co. Sur. 205<br>BBB&C RR Co. Sur. 207<br>BBB&C RR Co. Sur. 209<br>BBB&C RR Co. Sur. 211<br>BBB&C RR Co. Sur. 213<br>BBB&C RR Co. Sur. 235<br>BBB&C RR Co. Sur. 237<br>BBB&C RR Co. Sur. 239<br>BBB&C RR Co. Sur. 265<br>BBB&C RR Co. Sur. 267<br>Harry C. Eagle Sur. 204<br>Bud Holland Sur. 186<br>W.P. Trant Sur. 238<br>BBB&C RR Co. Sur. 212<br>BBB&C RR Co. Sur. 208<br>L.M. & C.W. Holstein Sur. 208<br>L. Rhomberg Sur. 210<br>Joel Butler Sur. 236<br>Joel Butler Sur. 240<br>Joel Butler Sur. 266<br>M.Z. Hankins Sur. 206<br>L.M. & C.W. Holstein Sur. 208 | Abst. 126<br>Abst. 127<br>Abst. 128<br>Abst. 129<br>Abst. 130<br>Abst. 141<br>Abst. 142<br>Abst. 143<br>Abst. 156<br>Abst. 157<br>Abst. 860<br>Abst. 895<br>Abst. 913<br>Abst. 950<br>Abst. 992<br>Abst. 995<br>Abst. 1015<br>Abst. 1137<br>Abst. 1138<br>Abst. 1139<br>Abst. 1187<br>Abst. 1224 | 181<br>182<br>183<br>184<br>185 |
| 083 | Throckmorton | 1369                                                                                                                                                                                                                   | 320    | BBB&C RR Co. Sur. 219                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Abst. 133                                                                                                                                                                                                                                                                                        |                                 |
| 083 | Throckmorton | 1389, 1390                                                                                                                                                                                                             | 500    | BBB&C RR Co. Sur. 231                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Abst. 139                                                                                                                                                                                                                                                                                        |                                 |
| 083 | Throckmorton | 2806                                                                                                                                                                                                                   | 160    | BBB&C RR Co. Sur. 230                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Abst. 1023                                                                                                                                                                                                                                                                                       |                                 |
| 083 | Throckmorton | 1446                                                                                                                                                                                                                   | 297.4  | BBB&C RR Co. Sur. 259                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Abst. 153                                                                                                                                                                                                                                                                                        |                                 |
| 083 | Throckmorton | 1448                                                                                                                                                                                                                   | 293.31 | BBB&C RR Co. Sur. 259                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Abst. 153                                                                                                                                                                                                                                                                                        |                                 |
| 084 | Throckmorton | 1337, 41942                                                                                                                                                                                                            | 343    | BBB&C RR Co. Sur. 193<br>BBB&C RR Co. Sur. 192                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Abst. 120<br>Abst. 1229                                                                                                                                                                                                                                                                          |                                 |
| 091 | Throckmorton | 1293, 2936                                                                                                                                                                                                             | 910    | BBB&C RR Co. Sur. 166<br>BBB&C RR Co. Sur. 157                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Abst. 1096<br>Abst. 102                                                                                                                                                                                                                                                                          |                                 |
| 091 | Throckmorton | 1295, 2712                                                                                                                                                                                                             | 930    | BBB&C RR Co. Sur. 159<br>BBB&C RR Co. Sur. 164                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Abst. 1033<br>Abst. 106                                                                                                                                                                                                                                                                          |                                 |
| 092 | Throckmorton | 1376, 1379                                                                                                                                                                                                             | 240    | BBB&C RR Co. Sur. 225                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Abst. 136                                                                                                                                                                                                                                                                                        |                                 |
| 003 | Throckmorton | 1383                                                                                                                                                                                                                   | 320    | BBB&C RR Co. Sur. 227                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Abst. 137                                                                                                                                                                                                                                                                                        |                                 |



EXHIBIT B

|             |
|-------------|
| County Rate |
| 2019 Actual |
| 1.03258     |

| TAX YEAR | YEAR | ESTIMATED PROJECT VALUE |
|----------|------|-------------------------|
| 2023     | 1    | \$ 300,682,000          |
| 2024     | 2    | \$ 276,654,390          |
| 2025     | 3    | \$ 254,548,315          |
| 2026     | 4    | \$ 234,210,069          |
| 2027     | 5    | \$ 215,498,242          |
| 2028     | 6    | \$ 198,282,738          |
| 2029     | 7    | \$ 182,443,865          |
| 2030     | 8    | \$ 167,871,507          |
| 2031     | 9    | \$ 154,464,360          |
| 2032     | 10   | \$ 142,129,220          |
| 2033     | 11   | \$ 130,780,341          |
| 2034     | 12   | \$ 120,338,836          |
| 2035     | 13   | \$ 110,732,128          |
| 2036     | 14   | \$ 101,893,448          |
| 2037     | 15   | \$ 93,761,364           |
| 2038     | 16   | \$ 86,279,362           |
| 2039     | 17   | \$ 79,395,448           |
| 2040     | 18   | \$ 73,061,786           |
| 2041     | 19   | \$ 67,234,367           |
| 2042     | 20   | \$ 61,872,704           |
| 2043     | 21   | \$ 56,939,547           |
| 2044     | 22   | \$ 52,400,626           |
| 2045     | 23   | \$ 48,224,412           |
| 2046     | 24   | \$ 44,381,901           |
| 2047     | 25   | \$ 40,846,403           |
| 2048     | 26   | \$ 34,719,443           |
| 2049     | 27   | \$ 28,817,137           |
| 2050     | 28   | \$ 23,341,881           |
| 2051     | 29   | \$ 18,440,086           |
| 2052     | 30   | \$ 14,198,866           |
|          |      |                         |
|          |      |                         |

| Calculated Abatement % | County Est Tax w/o Abatement | PILOT Payment | PILOT \$/MW |
|------------------------|------------------------------|---------------|-------------|
| 82%                    | \$ 3,104,776                 | \$ 556,800    | 1,600       |
| 81%                    | \$ 2,856,672                 | \$ 556,800    | 1,600       |
| 79%                    | \$ 2,628,410                 | \$ 556,800    | 1,600       |
| 77%                    | \$ 2,418,402                 | \$ 556,800    | 1,600       |
| 75%                    | \$ 2,225,187                 | \$ 556,800    | 1,600       |
| 73%                    | \$ 2,047,424                 | \$ 556,800    | 1,600       |
| 70%                    | \$ 1,883,875                 | \$ 556,800    | 1,600       |
| 68%                    | \$ 1,733,404                 | \$ 556,800    | 1,600       |
| 65%                    | \$ 1,594,965                 | \$ 556,800    | 1,600       |
| 62%                    | \$ 1,467,595                 | \$ 556,800    | 1,600       |
|                        | \$ 1,350,409                 |               |             |
|                        | \$ 1,242,592                 |               |             |
|                        | \$ 1,143,396                 |               |             |
|                        | \$ 1,052,129                 |               |             |
|                        | \$ 968,159                   |               |             |
|                        | \$ 890,902                   |               |             |
|                        | \$ 819,820                   |               |             |
|                        | \$ 754,420                   |               |             |
|                        | \$ 694,247                   |               |             |
|                        | \$ 638,884                   |               |             |
|                        | \$ 587,945                   |               |             |
|                        | \$ 541,077                   |               |             |
|                        | \$ 497,955                   |               |             |
|                        | \$ 458,278                   |               |             |
|                        | \$ 421,771                   |               |             |
|                        | \$ 358,505                   |               |             |
|                        | \$ 297,559                   |               |             |
|                        | \$ 241,023                   |               |             |
|                        | \$ 190,408                   |               |             |
|                        | \$ 146,614                   |               |             |
|                        |                              |               |             |
|                        | \$ 35,256,806                |               |             |

|               |              |     |
|---------------|--------------|-----|
| \$ 23,311,120 | \$ 5,568,000 | 76% |
|---------------|--------------|-----|

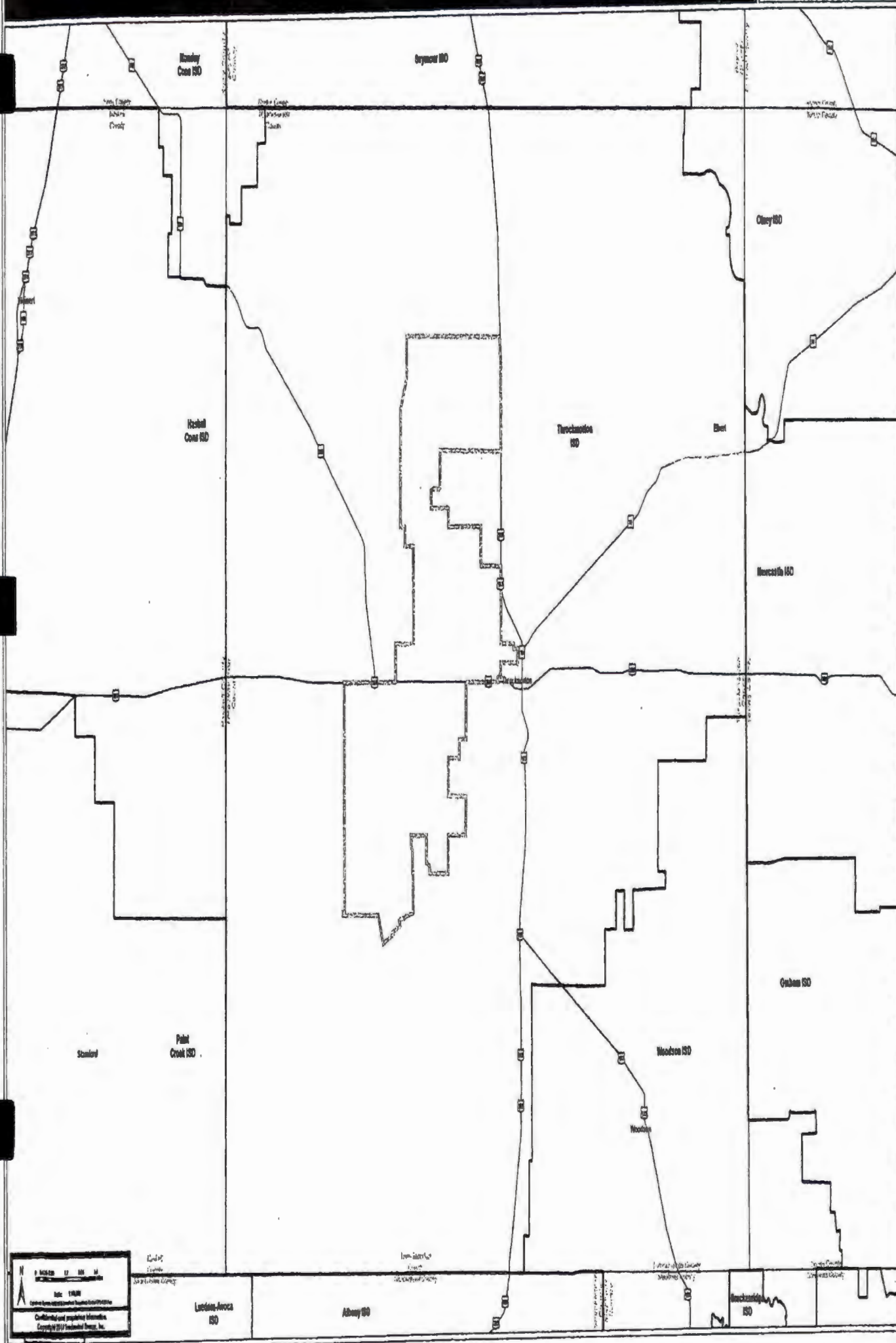
Assumptions

|                     |                |
|---------------------|----------------|
| COST \$/MW          | \$ 900,000     |
| # of MWs            | 348            |
| Total Investment    | \$ 313,200,000 |
| 1ST YR DEPREC       | 4%             |
| DEPREC (Yrs 2-25)   | 8%             |
| DEPREC (Yr 26)      | 7%             |
| Add DEPREC/Yr @ 21+ | 2%             |

# Azure Sky Wind Project - Vicinity Map



Legend  
☐ Road Right of Way  
☐ Railroad  
☐ Water Body  
☐ County



Scale: 1" = 1 Mile  
 Date: 1/1/10  
 Confidential and proprietary information.  
 Copyright 2010 First Wind Energy, Inc.



# Azure Sky Wind Project - Improvement Map



## Legend

- Proposed Project Area
- Existing Project Area
- Road
- Water
- Boundary
- Other

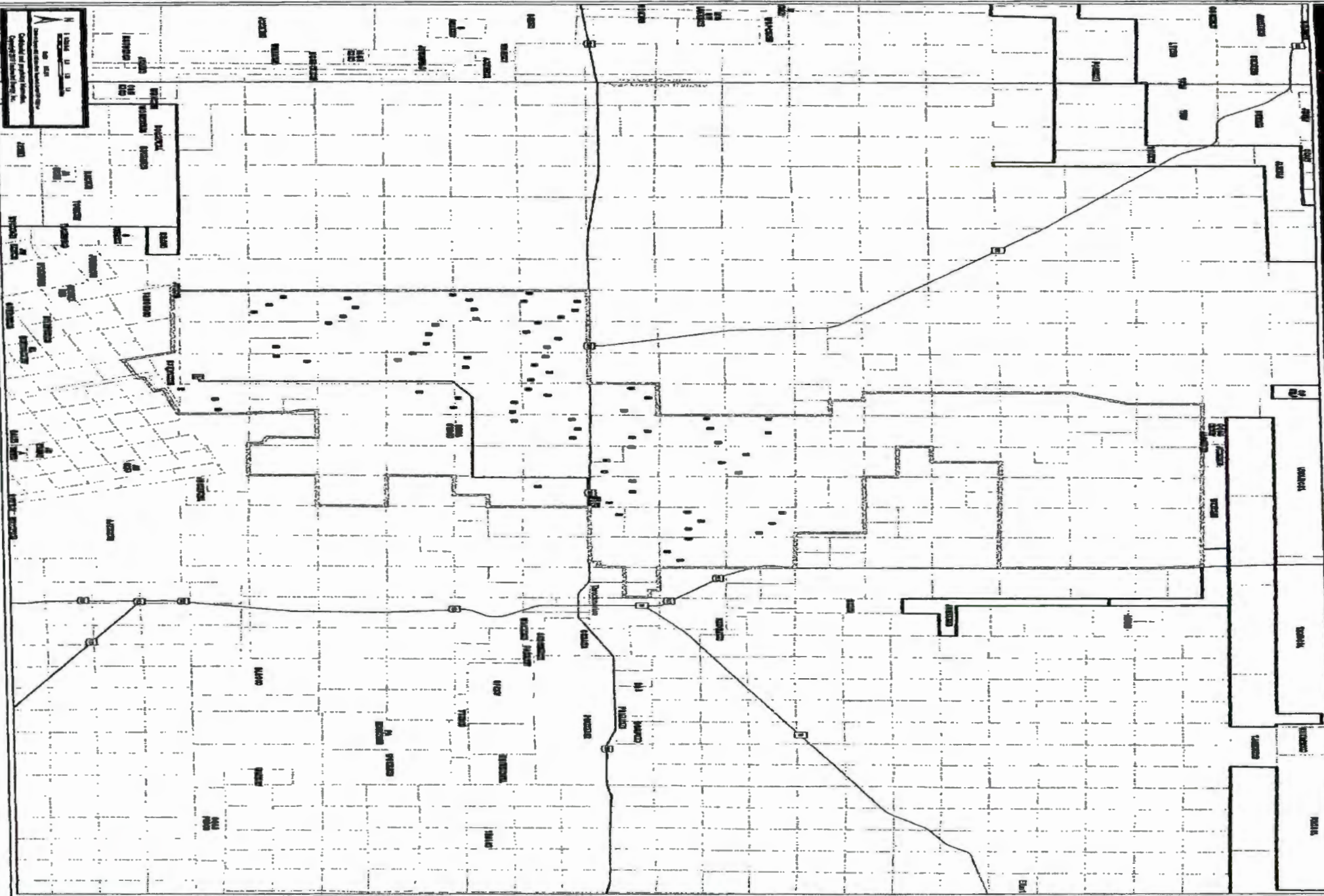


EXHIBIT D to

Tax Abatement Agreement between Throckmorton County, Texas  
and Azure Sky Wind Project, LLC

Order Designating Throckmorton County Reinvestment Zone 2020-1

Consisting of 23 pages exclusive of this cover page.



**ORDER OF THE COMMISSIONERS COURT OF THROCKMORTON COUNTY  
DESIGNATING THE**

**THROCKMORTON COUNTY REINVESTMENT ZONE NO. 2020-1**

**AND MAKING CERTAIN FINDINGS OF FACT AND ENTERING CERTAIN  
CONCLUSIONS OF LAW**

**June 22, 2020**

**Recitals:**

A. On June 22, 2020, and prior to any action on this order, the Commissioners Court of Throckmorton County, Texas (the "Commissioners Court") adopted an order electing to participate in tax abatement pursuant to the Texas Property Redevelopment and Tax Abatement Act (Chapter 312, Texas Tax Code, referred to herein as the "Act").

B. On June 22, 2020, and prior to any action on this order, the Commissioners Court held a public hearing on the adoption of Tax Abatement Guidelines and Criteria governing any tax abatement agreement that may be entered into by the County and, following that public hearing, the Commissioners Court adopted Tax Abatement Guidelines and Criteria for Throckmorton County, Texas.

C. On June 22, 2020, and prior to any action on this order, the Commissioners Court held a public hearing in the Commissioners Courtroom located at 105 North Minter, Throckmorton, Texas on the advisability of designating those tracts of land located in Throckmorton County, Texas which are described in Exhibit A to this order (herein referred to as the "Subject Lands") as a reinvestment zone under the Act.

D. Notice of the June 22, 2020 public hearing was published on June 12, 2020 in The Throckmorton Tribune, a newspaper of general circulation in the area where the Subject Lands are located, as shown by the publishers affidavit and clipping from said newspaper which is attached to this order as Exhibit B and said date of publication was not later than the seventh day before the date of the June 22, 2020 public hearing.

E. Notice of this public hearing was also delivered in writing, via certified mail, return receipt requested, to the presiding officer of the Board of Trustees of the Throckmorton Collegiate Independent School District, which is the only taxing unit, other than Throckmorton County, that includes the Subject Lands in their boundaries. A true copy of said notice together proof of delivery is attached as Exhibit C to this order.

F. Based upon the information available to it, including information presented to it at the public hearing referred to above and at prior meetings of the Commissioners Court, the Commissioners Court has determined, and hereby finds and concludes:

(1) that the erection of wind powered electric generating facilities on the Subject Lands is feasible and practical and would be a benefit to the Subject Lands and Throckmorton County, Texas during the course of, and after the expiration of, a tax abatement agreement between Throckmorton County and the developer of a wind energy project pursuant to the Act to be located on the Subject Lands.

(2) that the designation of the Subject Lands as a reinvestment zone will attract major investment in the zone that will be a benefit to the Subject Lands and will contribute to the economic development of Throckmorton County, Texas;

(3) that the designation of the Subject Lands as a reinvestment zone is consistent with Throckmorton County's Tax Abatement Guidelines and Criteria heretofore approved by the Commissioners Court on this date;

(4) that this order was approved by a majority of the Commissioners Court at a meeting held on the date set forth below, which meeting was open to the public, preceded by proper notice, as required by Chapter 551 of the Texas Government Code (the Open Meetings Act) and the Act, and at which a quorum of the members of the Commissioners Court were present;

(5) that the action of the Commissioners Court in approving this order followed the public hearing on the advisability of designating the Subject Lands as a reinvestment zone referred to above at which all persons desiring to speak on the subject were allowed to do so;

(6) that all recitals set forth above are hereby adopted as additional findings of fact and conclusions of law by the Commissioners Court; and

(7) that the following orders should be entered:

IT IS ORDERED, BY THE COMMISSIONERS COURT OF THROCKMORTON COUNTY, TEXAS:

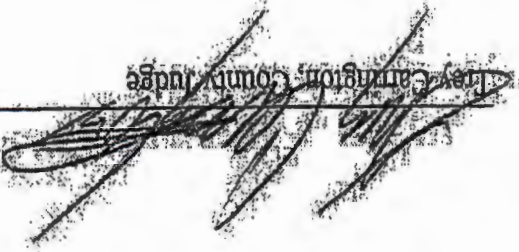
1. That the Subject Lands, located in Throckmorton County, Texas be, and the Subject Lands are, hereby designated as the Throckmorton County Reinvestment Zone 2020-1 and are hereby declared eligible for property tax abatement as authorized by the Act and Throckmorton County's Tax Abatement Guidelines and Criteria.

2. That the foregoing designation shall be effective for a period of five years from the date of this order; provided that such designation may be renewed by appropriate action of the Commissioners Court at a future date.

3. All of the exhibits to this order are incorporated herein by reference.



PASSED AND APPROVED by a vote of the Commissioners Court of Throckmorton  
County, Texas on June 22, 2020.

  
Trey Carrington, County Judge

ATTEST:

Diana Moore, County Clerk

  
Diana Moore

**Exhibit A to Order Designating Throckmorton County Reinvestment Zone 2020-1**  
**Page 1 of 3 pages for Exhibit A**

| <b>Acreage</b> | <b>Survey Nos - All in BBB&amp;C RR Co<br/>Survey unless otherwise indicated</b> | <b>Abstract Nos.</b> | <b>Block/Section<br/>Nos.</b> |
|----------------|----------------------------------------------------------------------------------|----------------------|-------------------------------|
| 160            | 128                                                                              | 1068                 |                               |
| 160            | 220                                                                              | 1228                 |                               |
| 3,640          | W41                                                                              |                      | 126                           |
|                |                                                                                  |                      | 127                           |
|                |                                                                                  |                      | 128                           |
|                |                                                                                  |                      | 157                           |
|                |                                                                                  |                      | 158                           |
|                |                                                                                  |                      | 159                           |
| 80             | 99                                                                               | 123                  |                               |
| 160            | 220                                                                              | 1228                 |                               |
| 120            | 227                                                                              | 137                  |                               |
| 160            | 228                                                                              | 1125                 |                               |
| 480            | 228                                                                              | 1125                 |                               |
| 551.57         |                                                                                  | 88                   | 129                           |
| 160            |                                                                                  | 1068                 | 128                           |
| 320            |                                                                                  | 1032                 | 156                           |
| 320            | 222                                                                              | 1135                 |                               |
| 614.69         | 221                                                                              | 134                  |                               |
| 640            | 245                                                                              | 125                  |                               |
| 320            | 200                                                                              |                      |                               |
| 560            | 246                                                                              | 1345                 |                               |
|                | 246                                                                              | 1194                 |                               |
| 80             |                                                                                  | 1194                 | 246                           |
| 162.812        | 189                                                                              | 118                  |                               |
| 477.188        | 189                                                                              | 118                  |                               |
| 640            | 260                                                                              | 1130                 |                               |
| 640            | 244                                                                              | 1131                 |                               |
| 200            | 261                                                                              | 154                  |                               |
| 430            | 261                                                                              | 154                  |                               |
| 640            | 201                                                                              | 124                  |                               |
| 960            | 203                                                                              | 125                  |                               |
|                | 204                                                                              | 1370                 |                               |
| 640            | 215                                                                              | 131                  |                               |
| 640            | 217                                                                              | 132                  |                               |
| 461            | 229                                                                              | 138                  |                               |
| 640            | 216                                                                              | 1375                 |                               |
| 638.18         | 218                                                                              | 1372                 |                               |
|                | 218                                                                              | 1028                 |                               |
| 640            | 202                                                                              | 1027                 |                               |
| 80             | 230                                                                              | 1023                 |                               |
| 550            |                                                                                  | 145                  | 243                           |
| 488            | 259                                                                              | 153                  |                               |

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**Exhibit A to Order Designating Throckmorton County Reinvestment Zone 2020-1**  
**Page 2 of 3 pages for Exhibit A**

| <b>Acreage</b> | <b>Survey Nos - All in BBB&amp;C RR Co<br/>Survey unless otherwise indicated</b> | <b>Abstract Nos.</b> | <b>Block/Section<br/>Nos.</b> |
|----------------|----------------------------------------------------------------------------------|----------------------|-------------------------------|
|                | 276                                                                              | 958                  |                               |
|                | 287                                                                              | 167                  |                               |
|                | 287                                                                              | 276                  |                               |
| 112            | 230                                                                              | 1023                 |                               |
| 5709           | 125                                                                              | 86                   |                               |
|                | 161                                                                              | 104                  |                               |
|                | 163                                                                              | 105                  |                               |
|                | T.& N. O.R.R. Company # 1                                                        | 256                  |                               |
|                | 194                                                                              | 882                  |                               |
|                | 160                                                                              | 883                  |                               |
|                | 16                                                                               | 969                  |                               |
|                | T.& N. O.R.R. Company # 2                                                        | 1003                 |                               |
|                | 124                                                                              | 1005                 |                               |
|                | 160                                                                              | 1036                 |                               |
|                | C.I.R. # 131                                                                     | 1041                 |                               |
|                | C.I.R. # 118                                                                     | 1117                 |                               |
|                | C.I.R. # 69                                                                      | 1196                 |                               |
|                | B.F. Reynolds                                                                    | 1405                 |                               |
|                | John T. Davis                                                                    | 1453                 |                               |
|                | 194                                                                              | 1192                 |                               |
|                | 195                                                                              | 121                  |                               |
|                | 163                                                                              | 105                  |                               |
| 6,072          | 165                                                                              | 106                  |                               |
|                | 167                                                                              | 107                  |                               |
|                | 191                                                                              | 119                  |                               |
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|                | 199                                                                              | 123                  |                               |
|                | 223                                                                              | 135                  |                               |
|                | 190                                                                              | 1025                 |                               |
|                | 156                                                                              | 1032                 |                               |
|                | 158                                                                              | 1033                 |                               |
|                | 222                                                                              | 1135                 |                               |
|                | 196                                                                              | 1193                 |                               |
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| 177            |                                                                                  | 138                  | 229                           |
| 320            | 214                                                                              | 1186                 |                               |
| 13,889         |                                                                                  |                      | 181                           |
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**Exhibit A to Order Designating Throckmorton County Reinvestment Zone 2020-1**  
**Page 3 of 3 pages for Exhibit A**

| <b>Acreage</b> | <b>Survey Nos - All in BBB&amp;C RR Co<br/>Survey unless otherwise indicated</b> | <b>Abstract Nos.</b> | <b>Block/Section<br/>Nos.</b> |
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|                | 239                                                                              | 143                  |                               |
|                | 265                                                                              | 156                  |                               |
|                | 267                                                                              | 157                  |                               |
|                | Harry C. Eagle # 204                                                             | 860                  |                               |
|                | Bud Holland # 186                                                                | 895                  |                               |
|                | W.P. Trant # 238                                                                 | 913                  |                               |
|                | 212                                                                              | 950                  |                               |
|                | 208                                                                              | 992                  |                               |
|                | L.M. & C.W. Holstein # 208                                                       | 995                  |                               |
|                | L. Rhomberg # 210                                                                | 1015                 |                               |
|                | Joel Butler # 236                                                                | 1137                 |                               |
|                | Joel Butler # 240                                                                | 1138                 |                               |
|                | Joel Butler # 266                                                                | 1139                 |                               |
|                | M.Z. Hankins # 206                                                               | 1187                 |                               |
|                | L.M. & C.W. Holstein # 208                                                       | 1224                 |                               |
| 320            | 219                                                                              | 133                  |                               |
| 500            | 231                                                                              | 139                  |                               |
| 160            | 230                                                                              | 1023                 |                               |
| 297.4          | 259                                                                              | 153                  |                               |
| 293.31         | 259                                                                              | 153                  |                               |
| 343            | 193                                                                              | 120                  |                               |
|                | 192                                                                              | 1229                 |                               |
| 910            | 166                                                                              | 1096                 |                               |
|                | 157                                                                              | 102                  |                               |
| 930            | 159                                                                              | 1033                 |                               |
|                | 164                                                                              | 106                  |                               |
| 240            | 225                                                                              | 136                  |                               |
| 320            | 227                                                                              | 137                  |                               |

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**EXHIBIT B to**  
**Order Designating the Throckmorton County Reinvestment Zone 2020-1**  
**Published Notice of Public Hearing**

**Consisting of 3 pages exclusive of this cover page.**

Jay Cantel #1  
WK 4

## Affidavit of Publisher

The State of Texas  
County of Throckmorton

Before me, the undersigned authority, on this day personally appeared Callie Metler-Smith, who being by me duly sworn, on her oath deposes and says that she is publisher of the *Throckmorton Tribune* newspaper of general circulation published in said County; that said newspaper is continuously and regularly distributed in Throckmorton County; that a copy of the within and foregoing notice was published in said newspaper, such publication being on the following dates June 12, 2020, newspaper copies of which are hereto attached.

*Callie Metler-Smith*

Callie Metler-Smith  
Publisher

Sworn to and subscribed before me, this 16<sup>th</sup> day of June 2020  
Amber Jill Faulks





news@throckmortontribune.com

## Thro'sure to a Tribute

[illegible]

| Case No. | Case Name | Case No. | Case Name |
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| Throck Co pg 7.jpg |                                                                    |             |               |
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| Account            | Survey No. All in BUREAU OF LAND SURVEY unless otherwise indicated | Almanac No. | Block/Section |
|                    | 190                                                                | 102         |               |
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| 177                | 214                                                                | 116         | 101           |
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| Account | Survey No. All in BUREAU OF LAND SURVEY unless otherwise indicated | Almanac No. | Block/Section |
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| 571     | 19                                                                 | 102         |               |
| 572     | 19                                                                 | 102         | </            |



**EXHIBIT C to**  
**Order Designating the Throckmorton County Reinvestment Zone 2020-1**  
**Notice to Throckmorton Collegiate Independent School District**

**Consisting of 12 pages exclusive of this cover page.**

# **JAY A. CANTRELL**

*A Professional Corporation*

**ATTORNEY AT LAW**

Telephone: (940) 766-3305  
Fax No. (940) 322-3462

807 Eighth Street, Suite 810  
Wichita Falls, Texas 76301-3319

email: jay@jaycantrell.com

June 10, 2020

**Sent Via Certified Mail, Return Receipt Requested:**

Ms. Kathy Thorp, President  
Board of Trustees  
Throckmorton Collegiate Independent School District  
210 College Street  
Throckmorton, Texas 76483

Re: Notice of a public hearing by Commissioners Court of Throckmorton  
County, Texas on Designation of the following:

Throckmorton County Reinvestment Zone 2020-1; and  
Throckmorton County Reinvestment Zone 2020-2

Dear Ms. Thorp:

I represent the Throckmorton County Commissioners in connection with these matters.

## **Public Hearing on Reinvestment Zones**

Public hearings have been scheduled before the Commissioners Court of Throckmorton County beginning at 9:00 a.m. on June 22, 2020 in the Commissioners Courtroom located at 105 N. Minter Street, Throckmorton, Texas at which the Commissioners Court will consider the advisability of designating certain tracts of land as the Throckmorton County Reinvestment Zone 2020-1 and other tracts of land as the Throckmorton County Reinvestment Zone 2020-2. All of those tracts of land are described by acreage survey, abstract and section or block number on the exhibits or tables which are enclosed with this letter. The two proposed reinvestment zones are also shown on the respective maps which are also enclosed with this letter.


Following the public hearing the Commissioners Court will take action on whether to designation those tracts as a reinvestment zone. This action is being taken at the request of the respective lessees of these tracts. Both lessees anticipate building a wind energy project on the tracts they have leased.



June 10, 2020  
Presiding Officers of  
Throckmorton Collegiate Independent School District  
Page 2 of 2 Pages

If you have any questions on this matter, please do not hesitate to contact me or  
Judge Carrington.

Sincerely,

  
Jay A. Cantrell

Enclosures as indicated

Cc. Hon. Trey Carrington  
County Judge

7018 0680 0001 0620 9145

|                                                                                                            |    |
|------------------------------------------------------------------------------------------------------------|----|
| <b>U.S. Postal Service<sup>TM</sup></b><br><b>CERTIFIED MAIL<sup>®</sup> RECEIPT</b><br>Domestic Mail Only |    |
| For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a>              |    |
| <b>OFFICIAL USE</b>                                                                                        |    |
| <b>Certified Mail Fee</b>                                                                                  |    |
| Extra Services & Fees (charge box, and fee as appropriate)                                                 |    |
| <input type="checkbox"/> Return Receipt (hardcopy)                                                         | \$ |
| <input type="checkbox"/> Return Receipt (electronic)                                                       | \$ |
| <input type="checkbox"/> Certified Mail Restricted Delivery                                                | \$ |
| <input type="checkbox"/> Adult Signature Required                                                          | \$ |
| <input type="checkbox"/> Adult Signature Restricted Delivery                                               | \$ |
| <b>Postage</b>                                                                                             |    |
| <b>Total Postage and Fees</b>                                                                              |    |
| <b>Sent to</b> KATHY THOMP THROCKMORTON ISD                                                                |    |
| <b>Street and Apt. No.</b> 900 1st St                                                                      |    |
| <b>City, State, ZIP+4<sup>®</sup></b> ADD College Throckmorton TX 76483                                    |    |
| PS Form 3800, April 2015 PSN 7530-02-000-9017 See Reverse for Instructions                                 |    |

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FAQs >

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Tracking Number: 70180680000106209145

Remove X

Your item was delivered to an individual at the address at 11:04 am on June 15, 2020 in THROCKMORTON, TX 76483.

✓ Delivered

June 15, 2020 at 11:04 am  
Delivered, Left with Individual  
THROCKMORTON, TX 76483

Get Updates ✓

Feedback

Text & Email Updates



Tracking History



June 15, 2020, 11:04 am  
Delivered, Left with Individual  
THROCKMORTON, TX 76483

Your item was delivered to an individual at the address at 11:04 am on June 15, 2020 in THROCKMORTON, TX 76483.

June 12, 2020, 9:04 am  
Delivery Attempted - No Access to Delivery Location  
THROCKMORTON, TX 76483

VOL 27 PG 331



June 12, 2020, 8:07 am  
Arrived at Unit  
THROCKMORTON, TX 76483

June 11, 2020, 10:13 pm  
Departed USPS Regional Facility  
FORT WORTH TX DISTRIBUTION CENTER

June 11, 2020, 10:55 am  
Arrived at USPS Regional Origin Facility  
FORT WORTH TX DISTRIBUTION CENTER

June 11, 2020, 12:05 am  
Arrived at USPS Regional Origin Facility  
COPPELL TX DISTRIBUTION CENTER

June 10, 2020, 3:09 pm  
Departed Post Office  
WICHITA FALLS, TX 76301

June 10, 2020, 1:51 pm  
USPS picked up item  
WICHITA FALLS, TX 76301

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VOL 27 PG 332

6/24/2020

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**FAQs**

**Feedback**

**VOL 27 PG 333**



**Exhibit A to Order Designating Throckmorton County Reinvestment Zone 2020-1**  
**Page 1 of 3 pages for Exhibit A**

| <b>Acreage</b> | <b>Survey Nos - All in BBB&amp;C RR Co<br/>Survey unless otherwise indicated</b> | <b>Abstract Nos.</b> | <b>Block/Section<br/>Nos.</b> |
|----------------|----------------------------------------------------------------------------------|----------------------|-------------------------------|
| 160            | 128                                                                              | 1068                 |                               |
| 160            | 220                                                                              | 1228                 |                               |
| 3,640          | W41                                                                              |                      | 126                           |
|                |                                                                                  |                      | 127                           |
|                |                                                                                  |                      | 128                           |
|                |                                                                                  |                      | 157                           |
|                |                                                                                  |                      | 158                           |
|                |                                                                                  |                      | 159                           |
| 80             | 99                                                                               | 123                  |                               |
| 160            | 220                                                                              | 1228                 |                               |
| 120            | 227                                                                              | 137                  |                               |
| 160            | 228                                                                              | 1125                 |                               |
| 480            | 228                                                                              | 1125                 |                               |
| 551.57         |                                                                                  | 88                   | 129                           |
| 160            |                                                                                  | 1068                 | 128                           |
| 320            |                                                                                  | 1032                 | 156                           |
| 320            | 222                                                                              | 1135                 |                               |
| 614.69         | 221                                                                              | 134                  |                               |
| 640            | 245                                                                              | 125                  |                               |
| 320            | 200                                                                              |                      |                               |
| 560            | 246                                                                              | 1345                 |                               |
|                | 246                                                                              | 1194                 |                               |
| 80             |                                                                                  | 1194                 | 246                           |
| 162.812        | 189                                                                              | 118                  |                               |
| 477.188        | 189                                                                              | 118                  |                               |
| 640            | 260                                                                              | 1130                 |                               |
| 640            | 244                                                                              | 1131                 |                               |
| 200            | 261                                                                              | 154                  |                               |
| 430            | 261                                                                              | 154                  |                               |
| 640            | 201                                                                              | 124                  |                               |
| 960            | 203                                                                              | 125                  |                               |
|                | 204                                                                              | 1370                 |                               |
| 640            | 215                                                                              | 131                  |                               |
| 640            | 217                                                                              | 132                  |                               |
| 461            | 229                                                                              | 138                  |                               |
| 640            | 216                                                                              | 1375                 |                               |
| 638.18         | 218                                                                              | 1372                 |                               |
|                | 218                                                                              | 1028                 |                               |
| 640            | 202                                                                              | 1027                 |                               |
| 80             | 230                                                                              | 1023                 |                               |
| 550            |                                                                                  | 145                  | 243                           |
| 488            | 259                                                                              | 153                  |                               |

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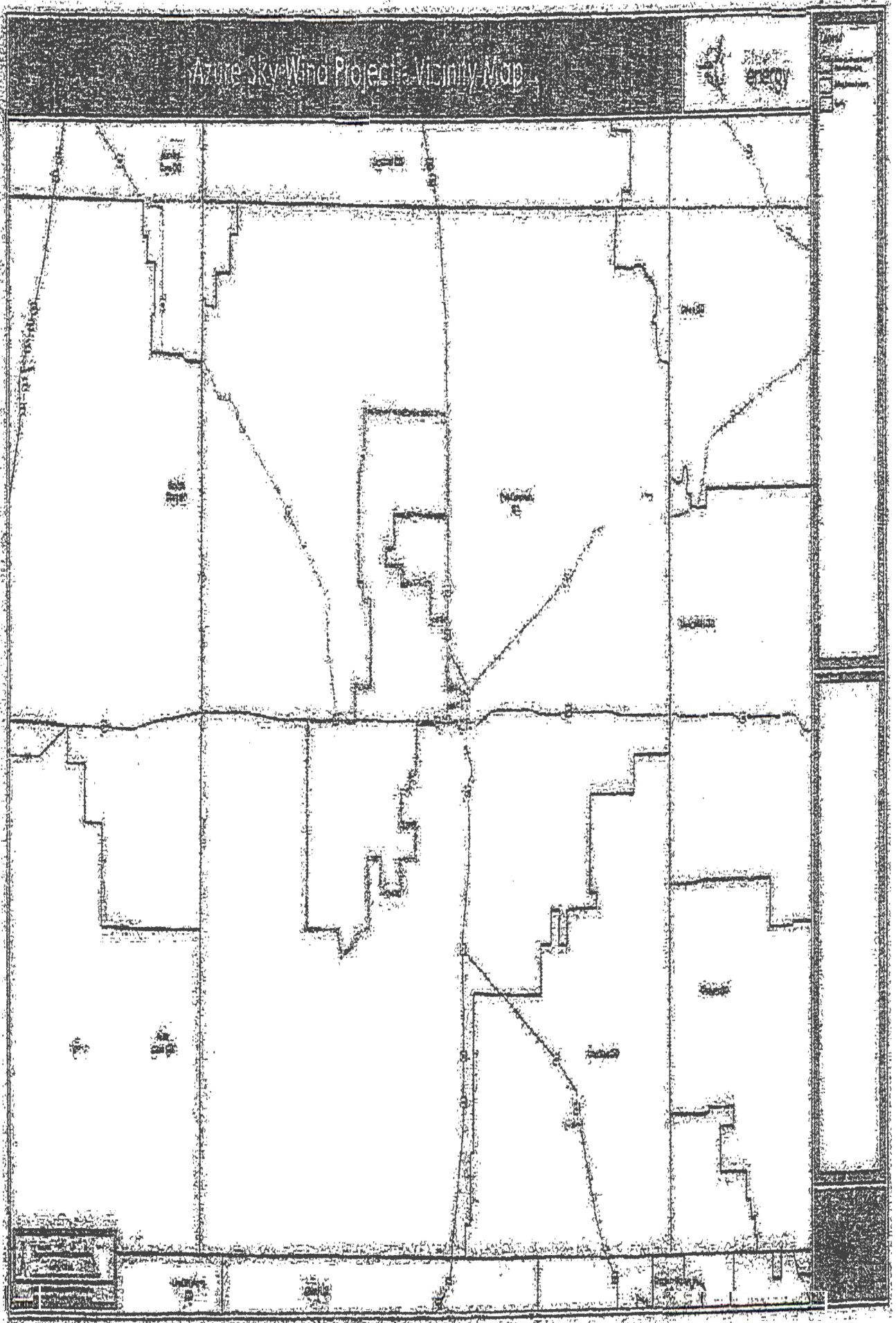
**Exhibit A to Order Designating Throckmorton County Reinvestment Zone 2020-1**  
**Page 2 of 3 pages for Exhibit A**

| <b>Acreage</b> | <b>Survey Nos - All in BBB&amp;C RR Co<br/>Survey unless otherwise indicated</b> | <b>Abstract Nos.</b> | <b>Block/Section<br/>Nos.</b> |
|----------------|----------------------------------------------------------------------------------|----------------------|-------------------------------|
|                | 276                                                                              | 958                  |                               |
|                | 287                                                                              | 167                  |                               |
|                | 287                                                                              | 276                  |                               |
| 112            | 230                                                                              | 1023                 |                               |
| 5709           | 125                                                                              | 86                   |                               |
|                | 161                                                                              | 104                  |                               |
|                | 163                                                                              | 105                  |                               |
|                | T. & N. O.R.R. Company # 1                                                       | 256                  |                               |
|                | 194                                                                              | 882                  |                               |
|                | 160                                                                              | 883                  |                               |
|                | 16                                                                               | 969                  |                               |
|                | T. & N. O.R.R. Company # 2                                                       | 1003                 |                               |
|                | 124                                                                              | 1005                 |                               |
|                | 160                                                                              | 1036                 |                               |
|                | C.I.R. # 131                                                                     | 1041                 |                               |
|                | C.I.R. # 118                                                                     | 1117                 |                               |
|                | C.I.R. # 69                                                                      | 1196                 |                               |
|                | B.F. Reynolds                                                                    | 1405                 |                               |
|                | John T. Davis                                                                    | 1453                 |                               |
|                | 194                                                                              | 1192                 |                               |
|                | 195                                                                              | 121                  |                               |
|                | 163                                                                              | 105                  |                               |
| 6,072          | 165                                                                              | 106                  |                               |
|                | 167                                                                              | 107                  |                               |
|                | 191                                                                              | 119                  |                               |
|                | 197                                                                              | 122                  |                               |
|                | 199                                                                              | 123                  |                               |
|                | 223                                                                              | 135                  |                               |
|                | 190                                                                              | 1025                 |                               |
|                | 156                                                                              | 1032                 |                               |
|                | 158                                                                              | 1033                 |                               |
|                | 222                                                                              | 1135                 |                               |
|                | 196                                                                              | 1193                 |                               |
|                | 198                                                                              | 1227                 |                               |
|                | 192                                                                              | 1229                 |                               |
| 177            |                                                                                  | 138                  | 229                           |
| 320            | 214                                                                              | 1186                 |                               |
| 13,889         |                                                                                  |                      | 181                           |
|                |                                                                                  |                      | 182                           |
|                |                                                                                  |                      | 183                           |
|                |                                                                                  |                      | 184                           |
|                |                                                                                  |                      | 185                           |



**Exhibit A to Order Designating Throckmorton County Reinvestment Zone 2020-1**  
**Page 3 of 3 pages for Exhibit A**

| <b>Acreage</b> | <b>Survey Nos - All in BBB&amp;C RR Co Survey unless otherwise indicated</b> | <b>Abstract Nos.</b> | <b>Block/Section Nos.</b> |
|----------------|------------------------------------------------------------------------------|----------------------|---------------------------|
|                | 205                                                                          | 126                  |                           |
|                | 207                                                                          | 127                  |                           |
|                | 209                                                                          | 128                  |                           |
|                | 211                                                                          | 129                  |                           |
|                | 213                                                                          | 130                  |                           |
|                | 235                                                                          | 141                  |                           |
|                | 237                                                                          | 142                  |                           |
|                | 239                                                                          | 143                  |                           |
|                | 265                                                                          | 156                  |                           |
|                | 267                                                                          | 157                  |                           |
|                | Harry C. Eagle # 204                                                         | 860                  |                           |
|                | Bud Holland # 186                                                            | 895                  |                           |
|                | W.P. Trant # 238                                                             | 913                  |                           |
|                | 212                                                                          | 950                  |                           |
|                | 208                                                                          | 992                  |                           |
|                | L.M. & C.W. Holstein # 208                                                   | 995                  |                           |
|                | L. Rhomberg # 210                                                            | 1015                 |                           |
|                | Joel Butler # 236                                                            | 1137                 |                           |
|                | Joel Butler # 240                                                            | 1138                 |                           |
|                | Joel Butler # 266                                                            | 1139                 |                           |
|                | M.Z. Hankins # 206                                                           | 1187                 |                           |
|                | L.M. & C.W. Holstein # 208                                                   | 1224                 |                           |
| 320            | 219                                                                          | 133                  |                           |
| 500            | 231                                                                          | 139                  |                           |
| 160            | 230                                                                          | 1023                 |                           |
| 297.4          | 259                                                                          | 153                  |                           |
| 293.31         | 259                                                                          | 153                  |                           |
| 343            | 193                                                                          | 120                  |                           |
|                | 192                                                                          | 1229                 |                           |
| 910            | 166                                                                          | 1096                 |                           |
|                | 157                                                                          | 102                  |                           |
| 930            | 159                                                                          | 1033                 |                           |
|                | 164                                                                          | 106                  |                           |
| 240            | 225                                                                          | 136                  |                           |
| 320            | 227                                                                          | 137                  |                           |





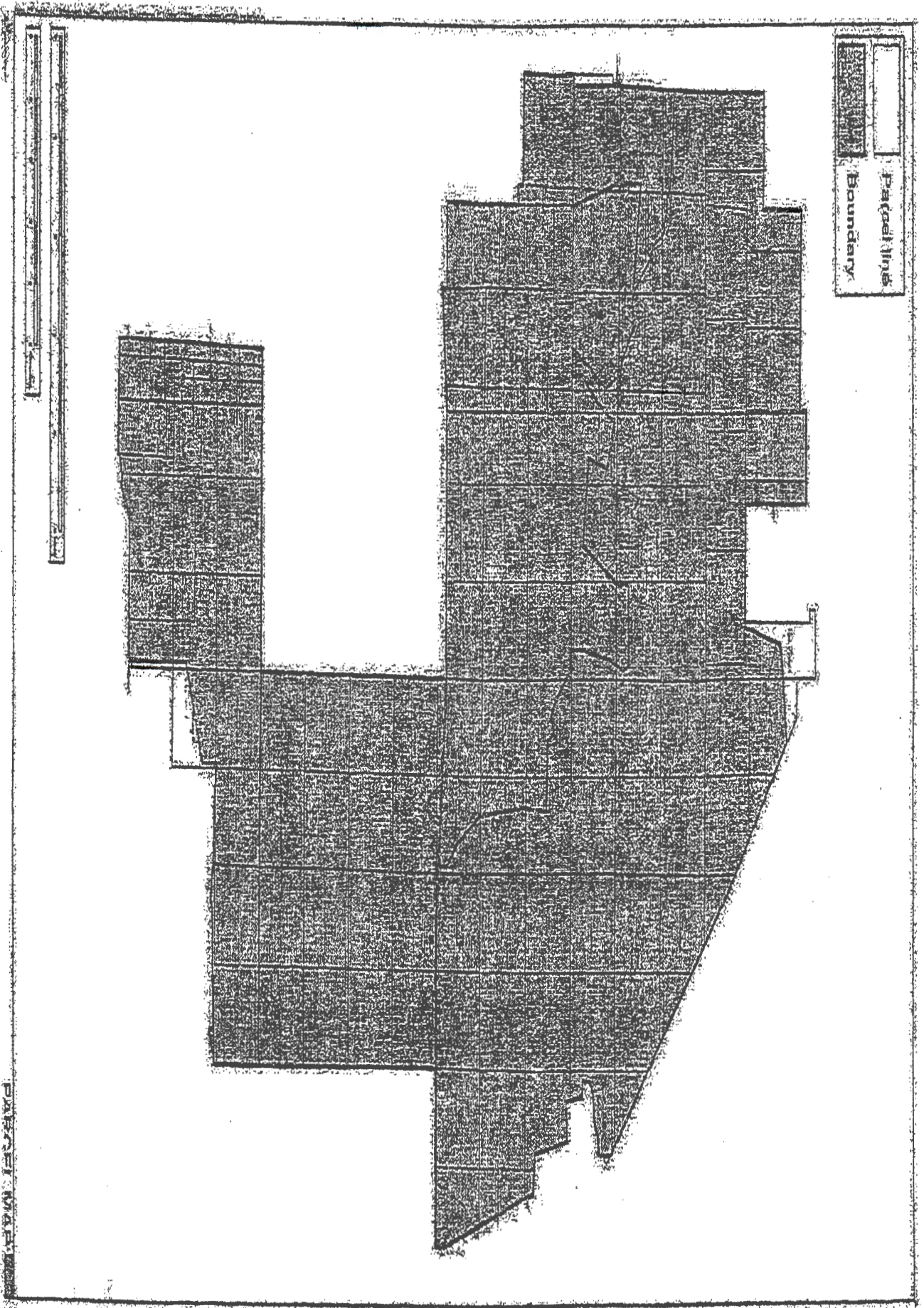
**Exhibit A to Order Designating Throckmorton County Reinvestment Zone 2020-2**  
**Page 1 of 2 Pages of Exhibit A**

| <b>Acreage</b> | <b>Abstract and Survey Nos.</b> |
|----------------|---------------------------------|
| 647.2          | A-43 BBB AND C 39               |
| 646.9          | A-48 BBB AND C 49               |
| 661.7          | A-55 BBB AND C 63               |
| 661.7          | A-55 BBB AND C 63               |
| 656.2          | A-1060 BBB AND C 64             |
| 649.9          | A-1073 BBB AND C 40             |
| 647            | A-1074 BBB AND C 50             |
| 330            | A-1120 BBB AND C 38             |
| 321.9          | A-1198 J E POOLE 38             |
| 471.7          | A-1327 BBB AND C 23             |
| 274.3          | A-44 BBB AND C 41               |
| 476.4          | A-47 BBB AND C 47               |
| 387            | A-56 BBB AND C 65               |
| 225.8          | A-64 BBB AND C 81               |
| 4              | A-71 BBB AND C 95               |
| 4              | A-71 BBB AND C 95               |
| 334.4          | A-1059 BBB AND C 22             |
| 467.1          | A-1061 BBB AND C 24             |
| 635.8          | A-1072 BBB AND C 48             |
| 152            | A-1126 B H WISDOM 46            |
| 456            | A-1238 E P SWENSON 82           |
| 456            | A-1238 E P SWENSON 82           |
| 99.5           | A-1239 E P SWENSON 80           |
| 391.1          | A-1328 BBB AND CC 25            |
| 665            | A-38 BBB AND C 19               |
| 374.4          | A-44 BBB AND C 41               |

Exhibit A to Order Designating Throckmorton County Reinvestment Zone 2020-2  
Page 2 of 2 Pages of Exhibit A

| Acreage | Abstract and Survey Nos. |
|---------|--------------------------|
| 645.5   | A-45 BBB AND C 43        |
| 641.3   | A-46 BBB AND C 45        |
| 164.9   | A-47 BBB AND C 47        |
| 267     | A-56 BBB AND C 65        |
| 648.1   | A-57 BBB AND C 67        |
| 651.5   | A-58 BBB AND C 69        |
| 97.1    | A-61 BBB AND C 75        |
| 647.6   | A-62 BBB AND C 77        |
| 645.3   | A-63 BBB AND C 79        |
| 431.8   | A-64 BBB AND C 81        |
| 643.3   | A-71 BBB AND C 95        |
| 645     | A-72 BBB AND C 97        |
| 642.7   | A-73 BBB AND C 99        |
| 152     | A-74 BBB AND C 101       |
| 620.2   | A-80 BBB AND C 113       |
| 646.4   | A-81 BBB AND C 115       |
| 2       | A-81 BBB AND C 115       |
| 649.7   | A-82 BBB AND C 117       |
| 643     | A-89 BBB AND C 131       |
| 293     | A-90 BBB AND C 133       |





PAGE 11



**ORDER APPROVING TAX ABATEMENT AGREEMENT BETWEEN  
KING CREEK WIND FARM, LLC AND THROCKMORTON COUNTY, TEXAS**

AN ORDER OF THE COMMISSIONERS COURT OF THROCKMORTON COUNTY, TEXAS APPROVING A TAX ABATEMENT AGREEMENT BETWEEN THROCKMORTON COUNTY AND KING CREEK WIND FARM, LLC AND AUTHORIZING EXECUTION OF THE AGREEMENT, ACTIONS BY COUNTY OFFICIALS, EMPLOYEES OR AGENTS TO CARRY OUT ITS TERMS AND MAKING CERTAIN FINDINGS OF FACT AND CONCLUSIONS OF LAW AND OTHER ORDERS:

Election to Participate in Tax Abatements

WHEREAS, on June 22, 2020 the Commissioners Court of Throckmorton County, Texas (the "Commissioners Court") adopted an order by which Throckmorton County (the "County") elected to become eligible to participate in tax abatements pursuant to the *Texas Property Redevelopment and Tax Abatement Act*, Chapter 312 of the Texas Tax Code (herein, the "Act"), and approved Tax Abatement Guidelines and Criteria governing tax abatement agreements entered into by the County (hereinafter collectively referred to as the "Guidelines"); and

Designation of Throckmorton County Reinvestment Zone 2020-2

WHEREAS, on June 22, 2020, the Commissioners Court adopted an order designating certain tracts of land located in the County as the *Throckmorton County Reinvestment Zone 2020-2* (the "Reinvestment Zone"); and

Tax Abatement Agreement

WHEREAS, representatives of the County and King Creek Wind Farm, LLC ("Owner") have negotiated a Tax Abatement Agreement (the "Tax Abatement Agreement") providing for tax abatement with respect to certain improvements (the "Improvements") to be constructed in the Reinvestment Zone and a true copy of the Tax Abatement Agreement is attached to this order as Exhibit A; and

Project Consistent with Guidelines and the Act

WHEREAS, the Commissioners Court has concluded that the Improvements and operations proposed by Owner within the Reinvestment Zone and described in this Tax Abatement Agreement, and its terms: (i) are consistent with the requirements of the Act and the Guidelines or, to the extent of any inconsistency with the Guidelines, the Commissioners Court has determined, in its discretion and in accordance with TEX. TAX CODE §312.002(d), that the Tax Abatement Agreement should be entered into notwithstanding any such inconsistency, and (ii) constitute a major investment in the Reinvestment Zone that will be a benefit to the Reinvestment Zone and will contribute to the economic development of the County; and

VOL 27 PG 341



No Wind-Powered Energy Device Within 25 Miles of Military Aviation Facility

WHEREAS based upon representations made by representatives of Owner in this Agreement, the Commissioners Court finds that the Improvements and Facilities referred to in the Tax Abatement Agreement will not include any "wind-powered energy device" that is located within 25 nautical miles of the boundaries of a "military aviation facility" as those quoted terms are defined in TEX. TAX CODE §312.0021; and

Procedural Requirements Satisfied

WHEREAS, the Commissioners Court of Throckmorton County, Texas has determined:

(1) Approval. That this order was approved by a majority of the Commissioners Court in a regularly scheduled meeting held on the date hereof at which a quorum of the members of the Commissioners Court were present;

(2) Public Meeting. That the meeting at which this order was approved was open to the public,

(3) Notices. That the meeting at which this order was approved was preceded by the following notices:

(A) 30 Day Posted Notice. As required by Section 312.207(c) of the Texas Tax Code a notice was posted at the place for posting of public meeting notices at the Throckmorton County Courthouse and on Throckmorton County's website not less than 30 days before the scheduled date and time for the meeting at which this order was approved, which notice contained the information required by Section 312.207(c) of the Texas Tax Code; and

(B) Open Meetings Notice. Written notice of the intention of the Commissioners Court to consider, and act upon, the Tax Abatement Agreement, was posted as a part of the Commissioner's regular agenda for its August 24, 2020 regular meeting and such notice was posted in the manner prescribed by Chapter 551 of the Texas Government Code (the "Open Meetings Act"), and

(C) Notice to Taxing Entities. Written notice of the County's intention to enter into the Tax Abatement Agreement along with a copy of the proposed Tax Abatement Agreement was sent not less than seven (7) days prior to the date of the meeting at which this order was approved by the County, through its legal counsel to the presiding officer of the Throckmorton Collegiate Independent School District; that being the only other taxing entities within the Reinvestment Zone; and

Tax Abatement Agreement Should Be Approved

WHEREAS, the Commissioners Court also finds and concludes that the Tax Abatement Agreement should be, in all things, APPROVED, the County Judge authorized and directed to execute same on behalf of Throckmorton County, and the following orders should be entered:

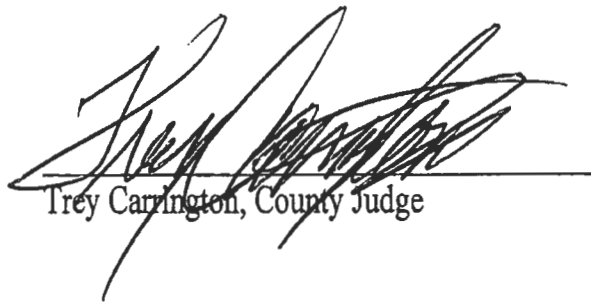
IT IS, THEREFORE, ORDERED BY THE COMMISSIONERS COURT OF THROCKMORTON COUNTY, TEXAS:

1. That the Tax Abatement Agreement is hereby APPROVED and the County Judge of Throckmorton County, Texas is hereby authorized and directed to execute same on behalf of Throckmorton County thereby binding Throckmorton County to the terms and conditions thereof.

2. That all officers, employees and agents of Throckmorton County are further authorized and directed to take such actions as may be reasonably necessary to execute and carry out, on behalf of Throckmorton County, Texas, the terms of the Tax Abatement Agreement, as amended herein.

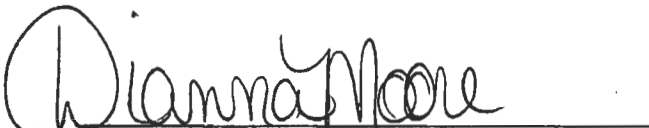
3. That each of the recitals set forth above are hereby approved as findings of fact and conclusions of law by the Commissioners Court.

PASSED AND APPROVED by the Commissioners Court of Throckmorton County, Texas on August 24, 2020.



Trey Carrington, County Judge

Attest:



Dianna Moore, County Clerk



EXHIBIT A to  
Order Approving Tax Abatement Agreement between Throckmorton County, Texas  
and King Creek Wind Farm, LLC

Copy of Tax Abatement Agreement

Consisting of 77 pages exclusive of this cover page.

## TAX ABATEMENT AGREEMENT

Between

THROCKMORTON COUNTY, TEXAS and KING CREEK WIND FARM, LLC

This Tax Abatement Agreement (this "Agreement") is entered into by and between Throckmorton County, Texas (the "County") duly acting herein by and through its County Judge, and King Creek Wind Farm, LLC, a Delaware limited liability company (together with its successors and assigns, "Owner") effective as of the 24<sup>th</sup> day August, 2020.

### Recitals:

A. Election to Participate in Tax Abatement. On June 22, 2020, the Commissioners Court of Throckmorton County, Texas (the "Commissioners Court") adopted a resolution stating that the County had elected to become eligible to participate in tax abatements pursuant to the *Texas Property Redevelopment and Tax Abatement Act*, as amended (herein referred to as the "Act").

B. Adoption of Tax Abatement Guidelines and Criteria. On June 22, 2020, following its action electing to participate in tax abatement, the Commissioners Court conducted a public hearing on the adoption of tax abatement guidelines and criteria and then approved guidelines and criteria governing tax abatement agreements entered into by the County (hereinafter referred to as the "Guidelines").

C. Public Hearing on Designation of Reinvestment Zone. On June 22, 2020, following actions described in recitals A and B above, the Commissioners Court conducted a public hearing on the advisability of designating the Throckmorton County Reinvestment Zone 2020-2 (the "Reinvestment Zone"), which public hearing was preceded by: (i) notice published on June 11, 2020 (more than 7 days prior to the date of the public hearing) in the Throckmorton Tribune, a newspaper of general circulation within Throckmorton County, Texas and where the tracts to be designated are located, (ii) notice which was sent by certified mail, return receipt requested, more than 7 days prior to the public hearing, to the presiding officer of the Throckmorton Collegiate Independent School District (the "Other Taxing Unit") which is the only other taxing units located within the proposed Reinvestment Zone and (iii) notice posted in accordance with Chapter 551 of the Texas Government Code (the Open Meetings Act).

D. Designation of Reinvestment Zone. On June 22, 2020, following the conclusion of the public hearing on the proposed Reinvestment Zone, the Commissioners Court adopted an *Order Designating the Throckmorton County Reinvestment Zone 2020-2* which has been executed by the County Judge on behalf of the County Commissioners, and which order designates all or portions of the following tracts of land, all of which is located in Throckmorton County, Texas and which tracts are described by acreage, survey and abstract number and block or section number below, as the Throckmorton County Reinvestment Zone 2020-2 (herein, the "Reinvestment Zone"):



| Acreage | Abstract and Survey Nos. |
|---------|--------------------------|
| 647.2   | A-43 BBB AND C 39        |
| 646.9   | A-48 BBB AND C 49        |
| 661.7   | A-55 BBB AND C 63        |
| 661.7   | A-55 BBB AND C 63        |
| 656.2   | A-1060 BBB AND C 64      |
| 649.9   | A-1073 BBB AND C 40      |
| 647     | A-1074 BBB AND C 50      |
| 330     | A-1120 BBB AND C 38      |
| 321.9   | A-1198 J E POOLE 38      |
| 471.7   | A-1327 BBB AND C 23      |
| 274.3   | A-44 BBB AND C 41        |
| 476.4   | A-47 BBB AND C 47        |
| 387     | A-56 BBB AND C 65        |
| 225.8   | A-64 BBB AND C 81        |
| 4       | A-71 BBB AND C 95        |
| 4       | A-71 BBB AND C 95        |
| 334.4   | A-1059 BBB AND C 22      |
| 467.1   | A-1061 BBB AND C 24      |
| 635.8   | A-1072 BBB AND C 48      |
| 152     | A-1126 B H WISDOM 46     |
| 456     | A-1238 E P SWENSON 82    |
| 456     | A-1238 E P SWENSON 82    |
| 99.5    | A-1239 E P SWENSON 80    |
| 391.1   | A-1328 BBB AND CC 25     |
| 665     | A-38 BBB AND C 19        |
| 374.4   | A-44 BBB AND C 41        |

| Acreage | Abstract and Survey Nos. |
|---------|--------------------------|
| 645.5   | A-45 BBB AND C 43        |
| 641.3   | A-46 BBB AND C 45        |
| 164.9   | A-47 BBB AND C 47        |
| 267     | A-56 BBB AND C 65        |
| 648.1   | A-57 BBB AND C 67        |
| 651.5   | A-58 BBB AND C 69        |
| 97.1    | A-61 BBB AND C 75        |
| 647.6   | A-62 BBB AND C 77        |
| 645.3   | A-63 BBB AND C 79        |
| 431.8   | A-64 BBB AND C 81        |
| 643.3   | A-71 BBB AND C 95        |
| 645     | A-72 BBB AND C 97        |
| 642.7   | A-73 BBB AND C 99        |
| 152     | A-74 BBB AND C 101       |
| 620.2   | A-80 BBB AND C 113       |
| 646.4   | A-81 BBB AND C 115       |
| 2       | A-81 BBB AND C 115       |
| 649.7   | A-82 BBB AND C 117       |
| 643     | A-89 BBB AND C 131       |
| 293     | A-90 BBB AND C 133       |

E. A copy of the County's order designating the Throckmorton County Reinvestment Zone 2020-2 is attached to this Agreement as Exhibit D.

F. Improvements Within Reinvestment Zone. Owner plans to construct a wind powered electric generation facility within the Reinvestment Zone, which improvements are more particularly described and defined in Section 1.3 of this Agreement and are hereinafter collectively referred to as the "Improvements".

G. Improvements are Consistent with the Act and Guidelines. The Commissioners Court has concluded that the Improvements and operations proposed by Owner within the



Reinvestment Zone and described in this Agreement, and the terms of this Agreement: (i) are consistent with the requirements of the Act and the Guidelines or, to the extent of any inconsistency with the Guidelines, the Commissioners Court has determined, in its discretion and in accordance with TEX. TAX CODE §312.002(d), that this Agreement should be entered into notwithstanding any such inconsistency, and (ii) constitute a major investment in the Reinvestment Zone that will be a benefit to the Reinvestment Zone and will contribute to the economic development of the County.

H. Notice of Action on this Agreement.

i. To Other Taxing Entity. As required by TEX. TAX CODE §§312.402(a-2) and 312.2041 written notice of the date, time and place of the meeting at which the Commissioners Court acted on this Agreement was sent to the presiding office of the Other Taxing Entity by priority mail and included a copy of this proposed Agreement not less than 7 days prior to the meeting. A true copy of such notice is attached hereto as Exhibit A.

ii. Posted Notice. As required by TEX. TAX CODE §312.207(c) notice of the meeting which this Agreement was acted upon by the Commissioners Court was posted more than 30 days in advance of such meeting at the Throckmorton County Courthouse and on the internet website maintained for the County by the Texas Association of Counties as required by Chapter 551, Texas Government Code (the "Open Meetings Act"). Said posted notice contained the information required by TEX. TAX CODE §312.207(c). A true copy of such notice certified by the County Judge is attached hereto as Exhibit B.

I. Adoption of Agreement Approved at a Regularly Scheduled Meeting. This Agreement was adopted at a regularly scheduled meeting of the Commissioners Court, as required by TEX. TAX CODE §312.207(a).

J. Quorum. A quorum of the County Commissioners were present at the meeting at which this Agreement was approved and not less than a majority of those Commissioners present voted in favor of the approval of this Agreement.

K. No Wind-powered Energy Device Within 25 Miles of Military Aviation Facility. Based upon representations made by representatives of the Owner, the Commissioners Court finds that the Improvements and Facilities will not include any Wind-powered Energy Device that is located within 25 nautical miles of the boundaries of a Military Aviation Facility.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the parties do hereby agree as follows:

**ARTICLE 1.  
IMPROVEMENTS**

1.1. Improvements in Reinvestment Zone. Owner anticipates that it will construct the Improvements within the Reinvestment Zone in accordance with this Agreement. Owner acknowledges that the abatement granted herein is conditioned upon completion of construction of the Improvements within the Reinvestment Zone as provided in Section 2.4 herein.

1.2. Timing of Improvements. Owner estimates that construction of the Improvements will begin by the fourth quarter of 2020 and will be substantially completed by no later than December 31, 2021. These deadlines may be extended if the commencement or prosecution of work on the Improvements is delayed due to factors outside of Owner's control as defined in Section 9.7 of this Agreement. Notwithstanding the foregoing, if Owner has not substantially completed construction of the Improvements by December 31, 2022 (the "Outside Termination Date"), this Agreement shall terminate and no abatement will be granted and neither party shall owe any further obligation to the other party.

1.3. Improvements. As used in this Agreement, the term "Improvements" shall mean and refer to wind powered electric generation facilities to be located within the Reinvestment Zone with a capacity of at least 120 megawatts. The number and location of all contemplated Improvements are shown on the improvements map and vicinity map which is attached as Exhibit C to this Agreement. Notwithstanding the foregoing, only property meeting the following criteria shall be included within the definition of "Improvements" or "Facilities" pursuant to this Agreement: (i) the property must be located within the Reinvestment Zone, (ii) it must be eligible for tax abatement pursuant to Chapter 312 of the Texas Tax Code, (iii) it must meet the definition of an improvement as provided in Chapter 1 of the Texas Tax Code and (iv) it must be constructed after the date this Agreement is approved by the Commissioners Court. All eligible property that is part of the Facilities constructed by Owner will be considered Improvements benefitting from the tax abatement in this Agreement. For purposes of the tax abatement in this Agreement, the base year value of the Improvements (as of January 1 of the year in which this Agreement is executed) is agreed to be zero.

1.4. Spacing of Wind Turbines. The base of the tower of no wind turbine shall be erected: (i) within 1,000 feet from an occupied residence in existence at the start of construction of the Improvements unless the property owner of such residence has agreed otherwise in a written lease agreement or other agreement with Owner or (ii) within 200 feet of the property line of a tract in existence at the start of construction of the Improvements on which Owner does not have a lease for wind generation unless the property owner of such tract has agreed otherwise in a written lease agreement or other agreement with Owner. For avoidance of doubt, a residence shall mean a routinely occupied dwelling structure actually occupied as a home and hunting cabins, storage buildings, barns (excluding any barn structure constructed for use as and actually occupied as a home, such as a "barndominium"), or other temporary, moveable or agricultural structures that are not routinely occupied dwellings shall not be residences for purposes of this Agreement.

1.5. Plans and Specifications, Governmental Requirements and Workmanship. All Improvements shall be constructed and installed in accordance with plans and specifications (the "Plans and Specifications") prepared by an engineer or architect licensed within one of the states of the United States of America and in accordance with all regulations of any governmental agency or entity having jurisdiction over any aspect of the construction. As required by TEX. TAX CODE §§312.402(a-2) and 312.205(a)(2), the County shall have the right to inspect the Improvements and Facilities in accordance with Section 3.8 below.



## ARTICLE 2. TAX ABATEMENT

2.1. Tax Abatement Granted. Conditioned upon Owner's compliance with the terms of this Agreement, County agrees to abate one hundred percent (100%) of all property taxes levied by the County on the Improvements during the Abatement Period (hereinafter defined). Tax Abatement will not be granted for any Wind-powered Energy Device that is installed within 25 nautical miles of a Military Aviation Facility or for any property not eligible for tax abatement pursuant to Chapter 312 of the Texas Tax Code.

2.2. Abatement Period; Commencement Date. Owner may elect to begin the Abatement Period on either January 1 of 2022 or 2023. The date elected by Owner to commence tax abatement under this Agreement is hereinafter referred to as the "Commencement Date". The period in which taxes are abated under this Agreement (the "Abatement Period") will begin on the Commencement Date and will terminate on December 31 of the tenth (10<sup>th</sup>) year following the Commencement Date, unless sooner terminated in accordance with the terms of this Agreement. Termination of this Agreement shall not relieve either party of any unperformed covenants, obligations or payments owing to the other as of the date the Agreement is terminated. Owner shall provide the County with written notice of its election with respect to the Commencement Date not later than December 1 of the year preceding the Commencement Date elected by Owners. Owner's notice of its election to commence tax abatement shall be sent in the manner required by Section 8.1 of this Agreement to the County Judge (at the address specified in Section 8.1) and to the Throckmorton County Appraisal District at 144 N. Minter Ave. Throckmorton, Texas 76483. Tax abatement will not commence under this Agreement in the absence of that notice from Owner.

2.3. Payments In Lieu of Taxes. As consideration for the abatement granted by County under this Agreement, Owner agrees to timely perform all covenants undertaken by Owner pursuant to the terms of this Agreement including the making of an annual payment in lieu of taxes (the "Annual PILOT") to the County for each year during the Abatement Period.

(a) Due Date. The Annual PILOT required by this Agreement must be paid to the County Treasurer not later than January 31 of the year following each year for which the abatement is granted.

(b) Calculation of the Annual PILOT. The amount of the Annual PILOT for each year during the Abatement Period will be the product, expressed in dollars, obtained by multiplying the number of megawatts of electrical generating capacity of the Improvements (the "Capacity") by \$1,900 (the "PILOT Rate"). Notwithstanding the foregoing, the amount of the Annual PILOT shall, in no event, be less than the product of the PILOT Rate multiplied by 120 megawatts, that being \$228,000 (the "Annual PILOT Floor Amount").

(c) Capacity. As used in this Agreement, the term "Capacity" shall mean the installed amount of the manufacturer's nameplate electric generating capacity of the Improvements, expressed in megawatts, regardless of the amount of electricity that is actually produced or sold. The Capacity shall be determined as of January 1 of each year during the

Abatement Period. As a part of the Annual Certification, pursuant to Section 3.9 below, the individual who is an authorized officer of Owner shall prepare, and file, with the Commissioners Court and the Chief Appraiser of the Throckmorton County Appraisal District a sworn statement of the Capacity of the Improvements not later than January 31 of each year during the Abatement Period. If a dispute arises between the County and/or the Throckmorton County Appraisal District and Owner regarding the Capacity of the Improvements, the parties agree that it will be resolved using the same procedures applicable to disputes regarding the value of property under Title 1 of the Texas Tax Code.

2.4. Conditions to Tax Abatement. The tax abatement granted by this Agreement is expressly conditioned upon the following which must be satisfied, subject, however, to the notice and cure rights of Owner set forth in Article 5 below:

(a) Construction of the Improvements. Owner's timely construction of the Improvements in accordance with this Agreement.

(b) Operations. Owner's operation of the Facilities in accordance with this Agreement, including the provisions of Section 3.6 below.

(c) Compliance with this Agreement. Owner's compliance with all material covenants and obligations undertaken by Owner pursuant to the terms of this Agreement.

(d) Accuracy of Representations. The accuracy and truthfulness of the representations by Owner contained in this Agreement as of the date this Agreement is executed and throughout the term of this Agreement.

(e) Payment of Taxes. The payment by Owner, prior to delinquency, of all taxes levied by the County, any other taxing unit within the County, the State of Texas or the United States of America assessed based on the value of, or levied against, the Facilities or the Improvements. It shall not be a violation of this provision if the party who is assessed the tax in good faith protests the levy or assessment of a particular tax by the timely filing of appropriate proceedings to prosecute a protest or contest of the tax, makes payment of the disputed tax during such protest or contest as required by applicable law and pays the tax, as finally determined, prior to delinquency as required by applicable law.

(f) [Reserved]

(g) [Reserved]

(h) Continued Operations following Abatement. Owner's continued routine commercial operation of the Facilities, subject to outages for repair, maintenance and refurbishment and Force Majeure events, for a period of ten (10) years after the end of the Abatement Period (the "Continued Operations Period").



**ARTICLE 3.**  
**COVENANTS APPLICABLE TO CONSTRUCTION**  
**AND OPERATIONS AFTER CONSTRUCTION**

During the Abatement Period and the Continued Operations Period, the Owner agrees to the following:

3.1. Job Creation. Owner agrees to provide not fewer than 2 new full time jobs in connection with the operation of the Facilities either through direct employment by Owner or through employment by an Affiliate or Subsidiary of Owner, or by contractors or service providers engaged to provide goods or services in connection with the construction of the Improvements and thereafter in the course of operating the Facilities.

3.2. Road Use. Owner and its contractors, suppliers or service providers (collectively, "Owner's Road Users") shall have the right to use all County roads subject to the following:

(a) Prior Notice. Owner shall provide notice to the Commissioner who is responsible for a particular County road of the intended use of such road or roads by Owner or Owner's Road Users in advance of its use of such County roads. Owner will have a pre-construction survey completed for all County roads to be used by Owner, which will include current conditions and recommendations for any preparations or modifications that will be necessary to perform required construction. In addition, the County will provide Owner, if available, with copies of any plans, cross sections and specifications relevant to the applicable roads. Copies of all pre-construction survey documentation shall be provided to the County. All costs associated with the pre-construction survey shall be borne solely by Owner.

(b) Blockage of County Roads. Owner will not use any County roads in a manner which will interrupt public traffic on such road or roads unless Owner obtains the prior consent of the Commissioner responsible such road. Such consent by a Commissioner will not be unreasonably withheld but may be conditioned upon allowing use at a time less likely to interrupt other traffic or the use of alternate routes that will minimize the interruption of public traffic.

(c) Repairs. Upon completion of construction, Owner will have a post-construction survey completed, the methods of which shall be similar to those of the pre-construction survey described above. The two sets of pre and post-construction data will be compared and if there is any wheel lane rutting, cracking or other damage resulting from road usage for construction of the Improvements, the County and Owner will determine the extent of the repairs or improvements needed to return the County roads used by Owner to a pre-construction condition, taking into consideration and excluding normal wear and tear from usage by the public. All costs associated with the post-construction survey shall be borne solely by Owner. Owner shall repair any damage to County roads caused by Owner or Owner's Road Users during the course of constructing, repairing or maintaining the Improvements and shall return such roads to the condition such roads were in prior to their use by Owner or Owner's Road Users. All such repairs by Owner, including the widening of roads pursuant to subsection (f) below, shall have the prior approval of the County and shall be done in accordance with the standards and specifications for road repair generally used by the County for other county roads.

(d) Repair by County. Notwithstanding any provision regarding notice and opportunity to cure to the contrary in Article 5 of this Agreement, if this covenant for road repair by Owner cannot be performed by Owner or in the event Owner fails to perform this covenant within 30 days of a demand that it do so from the County, then the County may perform the road repair required of Owner pursuant to this section and Owner agrees to reimburse the County for its reasonable and necessary costs in repairing such roads. The County's cost for such repairs shall be determined using the applicable rates used by the Federal Emergency Management Administration for equipment and personnel and the County's actual cost of materials. Owner agrees to pay the cost of any such repairs within 30 days of the date Owner is billed for such services by the County.

(e) Performance Bond. Prior to the commencement of any construction activity with respect to the Improvements, Owner agrees to provide the County with a letter of credit or a performance bond by a good and sufficient surety reasonably acceptable to the County, in an amount not less than \$100,000 to secure the faithful performance of these road maintenance covenants by Owner (the "Performance Bond"). A corporate surety licensed to do business in the State of Texas that meets the criteria specified in Section 3.15 below shall be deemed acceptable by the County. County shall release the Performance Bond within thirty (30) days after Owner's completion of construction of the Improvements if Owner has complied with all covenants regarding road maintenance required by this Section 3.2. In the event Owner engages in any retrofitting or repairs which require the transportation of heavy equipment, other than routine types of equipment that typically use such roads, across County roads during the term of this Agreement but after the Performance Bond has been released, Owner agrees to post another performance bond which reasonably reflects the cost of any related road repairs unless the County agrees that no bond is required. The County shall release any subsequent Performance Bond within thirty (30) days after the completion of any required repairs to the roads.

(f) Changes to County Roads. Owner may not widen or change the course of any County road without the consent of the County, which consent shall not be unreasonably withheld, conditioned, or delayed so long as Owner is not in default in its obligations under this Agreement. As a condition to granting such consent the County may require Owner to take any other precautions and covenants which may be commercially reasonably necessary to protect and maintain the roadway and its continued access by the public and the rights of adjoining property owners. Owner agrees to obtain any necessary permission or right from private property owners prior to using any private property for the delivery of goods or supplies used for the Improvements or for access to the site where any of the Improvements are being constructed.

3.3. Insurance. Owner agrees to maintain in full force at all times starting at commencement of construction and continuing throughout the term of this Agreement the following insurance coverage issued by insurance companies authorized to conduct business in the State of Texas:

(a) Commercial general liability coverage (including coverage for all equipment and vehicles) with aggregate limits of not less than \$2,000,000.00; and



(b) Worker's compensation coverage for all full time employees to the extent required by Texas law; and

(c) Casualty insurance in a commercially reasonable amount not substantially inconsistent with industry standards.

3.4. [Reserved]

3.5. [Reserved]

3.6. [Reserved]

3.7. Local Spending. Owner agrees it will use commercially reasonable efforts to utilize qualified contractors and vendors located in the County in the construction of the Improvements and the operation and maintenance of the Facilities provided that Owner will not be required to use goods and services provided by local contractors or vendors where such local goods or services are not comparable in quality to those provided by nonresidents or where such goods and services are not available on terms and conditions (including price and bonding capacity) comparable to those offered by nonresidents, subject to and in compliance with Owner's internal procurement policies and procedures. Owner agrees to designate a coordinator of local services who will act as a liaison between any individuals, businesses or contractors residing or doing business in the County who are interested in obtaining information about providing goods or services related to the construction of the Improvements. Additionally, Owner agrees to do the following:

(1) Not later than one month prior to the start of construction of the Improvements Owner will hold a job fair in Throckmorton, Texas advertising construction employment positions and soliciting those persons or firms that are interested in selling goods or providing services with respect to the construction of the Improvements. No later than two weeks prior to the job fair, Owner shall publish a notice in the *Throckmorton Tribune* announcing the date, time and location of the job fair and the procedure for application. Applications from the job fair shall be distributed to the various subcontractors for consideration. Owner will compile, and maintain throughout the construction process, a list of local prospective employees, vendors, contractors and service providers interested in participating in the construction process.

(2) Not later than one month prior to filling a full time position (excepting internal transfer and promotions) for the on-site operation of the Facilities, Owner shall publish notice of the position in the *Throckmorton Tribune* describing the position and the procedure for application. Any position requiring more than 35 hours per week shall be considered full time.

(3) Owner shall insure that all contractors and subcontractors working on the Improvements comply with this provision. A contractor or subcontractor or service provider from the County shall be awarded the bid unless another contractor or subcontractor or service provider is the low bidder or, in the reasonable judgment of Owner, is the most qualified. In determining whether a particular contractor or service provider is qualified, Owner may consider: (i) such person or firm's bonding capacity, (ii) financial and staffing capacity to carry out the work, (ii) expertise and experience, (iv) the requirements of any manufacturer with respect to the particular

aspect of the work for which the person or firm is being considered; and (v) integrity, responsibility and reliability. Owner agrees to use its best efforts to use employees from the area to the extent they have the qualifications, expertise, ability and cost competitiveness to do the work required of the position for which they are being considered.

### 3.8. Inspections.

(a) Right to Inspect, Obtain Information. The County, acting through its officers or a designated agent or employee, shall have reasonable access to the Improvements and the Facilities: (i) to verify that the Improvements are constructed in accordance with the Plans and Specifications and conditions of this Agreement, (ii) to verify that the Facilities are operated in a manner consistent with this Agreement, (iii) to verify compliance with the terms of this Agreement and the truth of any representations made by Owner pursuant to the terms of this Agreement, (iv) to determine the Capacity, (v) to obtain, or verify, information reasonably necessary to ascertain the Certified Appraised Value of the Facilities (as defined in Section 7.4 hereof) or (vi) any other fact or circumstance pertinent to the performance of this Agreement.

(b) Conduct of Inspections. The County agrees to provide Owner with at least 2 business days advance written notice of any such on-site inspection and further agrees that any such on-site inspection shall be conducted in a manner that will not unreasonably interfere with the construction of the Improvements or the operation of the Facilities. All such inspections shall be made with one or more representatives of Owner and in accordance with all applicable governmental safety standards. The rights of inspection set forth herein may be exercised by officers, agents or employees of the County or the Throckmorton County Appraisal District. Nothing herein shall be construed to limit or diminish the authority of the County or the Throckmorton County Appraisal District to conduct inspections or obtain information under applicable law.

3.9. Annual Certification. On or before January 31 of each calendar year that this Agreement is in effect Owner shall certify to the County its compliance with all material provisions of this Agreement. This annual certification (the "Annual Certification") shall contain a statement, sworn to by the individual who is an authorized officer of Owner, stating that Owner is in compliance with such material terms of this Agreement as well as a statement regarding the Capacity as required by Section 2.3(c) above.

3.10. Determination of Value. The Chief Appraiser of the Throckmorton County Appraisal District shall annually determine the Certified Appraised Value of all real and personal property making up the Facilities without regard to the abatement granted by this Agreement and the Certified Appraised Value of such property after applying the abatement granted this Agreement. The Chief Appraiser shall then record both values in the appraisal records. The value of the Facilities without regard to the abatement shall be used to compute the amount of abated taxes that are required to be recaptured and paid to the County in the event recapture of such taxes is required by this Agreement or applicable law. During the term of this Agreement, Owner shall each year furnish the Chief Appraiser of the Throckmorton County Appraisal District with such information as is required by applicable law (including Chapter 22 of the Texas Tax Code) and as may be necessary for the administration of the abatement specified in this Agreement. The



Throckmorton County Appraisal District will determine the values required herein in any manner permitted by applicable law, but without limitation of Owner's rights in Section 3.11 hereinbelow.

3.11. Owner's Right of Protest. Nothing in this Agreement shall limit Owner's right to protest and contest any appraisal or assessment of the Facilities in accordance with applicable law. The abatement to which Owner is entitled will be governed by the values finally determined in proceedings relative to any such protest or contest by Owner.

3.12. Estoppel Certificates. Either party hereto may request an estoppel certificate from the other party hereto so long as the certificate is requested in connection with a bona fide business purpose. The certificate shall certify, as of the date of the certificate: (i) that this Agreement is in full force and effect without default if such is the case, (ii) the remaining term of this Agreement, and (iii) such other matters as may be agreed upon by the parties. The parties shall not unreasonably withhold their consent to such requests.

3.13. Use of Improvements. The Improvements shall be used solely for the generation and distribution of electricity using wind powered turbines in furtherance of the County's development goals to achieve a major investment in the Reinvestment Zone that will be a benefit to the Reinvestment Zone and will contribute to the economic development of the County.

3.14. Damage or Destruction of Improvements. The damage to, or destruction of, the Improvements, or any portion thereof, shall not relieve Owner from the duty to pay the Annual PILOT Floor Amount specified in Section 2.3(b) above.

3.15. Criteria for Insurance, Bonding Companies. The insurance policies required by Section 3.3 and the bond required by Section 3.2 shall be issued by companies authorized to do business in the State of Texas and shall be rated "A" or above by A.M. Best and Company or Standard and Poors or a comparable rating agency reasonably acceptable to the County.

#### ARTICLE 4. REPRESENTATIONS

4.1. By the County: The County hereby warrants and represents that this Agreement was authorized by an order of the Commissioners Court adopted on the date recited above authorizing the County Judge to execute this Agreement on behalf of the County.

4.2. By Owner. Owner hereby warrants and represents to the County:

(1) That Owner is a limited liability company organized under the laws of the state indicated above and in good standing with the State of Texas; or in the case of a permitted assignee of this Agreement, that such assignee is authorized to do business in the State of Texas.

(2) That Owner is not in default in the payment of any taxes owing to the federal, state or any local governmental units.

(3) That the officer of Owner signing this Agreement is properly authorized to enter into this Agreement and bind Owner to the terms thereof and Owner is thereby authorized to perform all covenants undertaken by Owner pursuant to this Agreement.

(4) That there is no operating agreement, certificate of formation provision, or agreement between Owner and any third party which in any way limits Owner's authority to enter into this Agreement and perform all covenants and agreements set forth herein.

(5) That none of the tangible personal property that is intended to be a part of the Improvements located within the Reinvestment Zone is located within the Reinvestment Zone as of the effective date of this Agreement.

(6) That no part of the Facilities will include a Wind-powered Energy Device located within 25 nautical miles of a Military Aviation Facility.

## **ARTICLE 5. DEFAULT; REMEDIES**

5.1. Default In Constructing Improvements. If Owner fails to complete the Improvements in the manner, and within the time period, stated in this Agreement, and Owner's failure to comply with those provisions of this Agreement are not cured following notice to Owner pursuant to Section 5.3 below, Owner shall be in default under the terms of this Agreement. In the event of a default in the construction of the Improvements the County may terminate or cancel this Agreement and Owner shall pay to the County all property tax revenues (including penalties, interest, attorney's fees and costs) that would have been payable to the County in the absence of this Agreement for any portion of the Improvements that are constructed less a credit for any Annual PILOT payments made by Owner.

5.2. Default In Operations, Payments or Performance of Other Covenants. The occurrence of any of the following circumstances shall be an event of default under the terms of this Agreement:

(1) The Facilities are not operated in accordance with the material terms of this Agreement for the period of time required by this Agreement;

(2) Owner fails to timely pay any amounts owing to County pursuant to this Agreement, including any ad valorem taxes owed to the County or any Other Taxing Unit within the County, or fails to timely and properly follow applicable procedures for protest or contest of any such ad valorem taxes; or

(3) Owner fails to timely perform any material covenant, condition or agreement it has undertaken pursuant to the terms of this Agreement;

(4) Any representation made by Owner in Section 4.2 of this Agreement is materially untrue or, with the passage of time, becomes materially untrue; or



(5) Owner fails to maintain continued operations in accordance with Section 2.4(h).

5.3. Notice, Right to Cure. Upon the occurrence of an event of default (including default under Sections 5.1 or 5.2 above), the County shall give the Owner written notice specifying the default.

(1) Monetary Defaults. If the event of default relates to the payment of money, Owner shall cure such default within 90 days of the date of the notice from the County.

(2) Non-Monetary Defaults. If the event of default is based upon an event other than a default in the payment of money, Owner shall cure such default within 90 days of the date of the notice of default by the County. This cure period shall be extended for such additional time period as is reasonably necessary to cure the default provided that Owner has commenced the cure and is diligently proceeding with such cure, but not longer than 180 days without the approval of the County, which approval shall not be unreasonably withheld, conditioned or delayed.

5.4. Remedies. If an event of default is not cured in accordance with Section 5.3 above, then the County may avail itself any of the following remedies:

(1) The recapture of all *ad valorem* taxes abated pursuant to the terms of this Agreement to the date of any default but providing a credit to Owner for the sum of the Annual PILOTs paid to the date of the default.

(2) The County shall be entitled to avail itself of any remedy available to it for the collection of property taxes under the Texas Tax Code or applicable law including: (i) the charging of interest on past due taxes, penalties, attorney's fees and costs (in each case in the amounts provided by the Texas Tax Code for charges in connection with delinquent property taxes) and (ii) the County shall have a lien which shall be equivalent to a tax lien created pursuant to TEX. TAX CODE §32.01. This lien shall attach to all taxable property as provided in TEX. TAX CODE §32.01 and shall have the same priority as a tax lien existing under TEX. TAX CODE §32.01. Notwithstanding the foregoing the County's right to foreclose this lien shall be subject to the County's compliance with the notice and right to cure provisions of Section 5.6 below. Exercise of any of the statutory remedies described in this Section 5.4 shall not constitute an election which would prohibit the County from exercising any remedy it may have under the terms of this Agreement.

(3) The County may cancel this Agreement or modify this Agreement with Owner's written consent.

(4) Within 90 days of the date of a demand by the County that it do so, Owner shall pay to the County an amount equal to all taxes abated, less a credit for PILOT payments made, to the date of such notice together with penalties and interest as provided for in the Texas Tax Code.

(5) Foreclose any of the liens described in this Section 5.4 above.



(6) File suit against Owner seeking a judgment for any amounts owed to the County under this Agreement.

The exercise by the County of any one or more of the remedies provided in this Section 5.4 or 5.1 above shall be the sole and exclusive remedies available to the County because of an uncured default by Owner.

5.5. No Abatement for Calendar Year of Default. If there is a default (other than a default pursuant to Section 5.1 above) under the terms of this Agreement which is not timely cured in accordance with Section 5.3, Owner shall not be entitled to abatement of taxes for the calendar year in which the default occurs or for any portion of the remaining term of this Agreement. If a default continues over more than one day, it will be considered to have occurred on the date on which it first occurred.

5.6. Mortgagee Protection. Notwithstanding any other provision hereof, County agrees that Owner may, without any further consent from the County, mortgage, pledge, or otherwise encumber its interest in the Improvements and Facilities, and Owner's lease and easement agreements regarding the Improvements and Facilities ("Leases"), to any lender or to any trustee or beneficiary under a deed of trust or to any master or special servicer (a "Mortgagee") for the purpose of financing operations of the Facilities, constructing the Improvements or acquiring additional equipment for the Facilities following any initial phase of construction. Any Mortgagee shall be entitled to receive the same written notice of any default as County is required to provide Owner hereunder so long as County has been provided notice of the identity and address of such Mortgagee, and such Mortgagee shall be entitled to cure or commence cure of any such defaults in the same manner as Owner. This provision shall not be construed to limit or diminish the County's lien priority for taxes owed pursuant to the Texas Tax Code.

5.7 LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, OWNER'S LIABILITY PURSUANT TO THIS AGREEMENT SHALL BE LIMITED TO RECAPTURE OF PROPERTY TAXES ABATED ONLY AS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED IN THIS AGREEMENT, AND RECOVERY OF THE AMOUNTS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED HEREIN, ALONG WITH ANY REASONABLY INCURRED COURT COSTS AND ATTORNEYS' FEES. FOR AVOIDANCE OF DOUBT, AMOUNTS PAYABLE UNDER THIS AGREEMENT BY OWNER SHALL BE SUBJECT TO ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES, INCLUDING PENALTIES AND INTEREST, IN ACCORDANCE WITH THE TEXAS TAX CODE AND A LIEN SECURING SUCH AMOUNTS AS PROVIDED HEREIN.

## ARTICLE 6. ASSIGNMENT

6.1. Assignment. So long as no default exists and is continuing at the time of the proposed assignment and Owner provides the information required under Section 6.2 hereinbelow, and subject to the restrictions set forth in Section 6.5, Owner shall have the right to assign, in whole or



in part, any of its rights or obligations under the terms of this Agreement or in the Improvements, Leases or the Facilities with the consent of the County which may only be withheld under those circumstances described in Section 6.3 below. Notwithstanding the foregoing, (i) Owner may assign this Agreement to an Affiliate or Subsidiary of Owner without the consent of the County; and (ii) a transfer of all or a portion of the ownership interests in Owner shall not be considered an assignment under the Agreement and shall not require the consent of the County. After an assignment, Owner shall have no further rights, duties or obligations under the Agreement to the extent such rights, duties or obligations have been acquired by an assignee.

6.2. Information on Assignee to be Provided to County; Timing of Consent. In the event Owner proposes to assign all or any portion of its interest in the Facilities, Owner agrees to provide the County the Background Information (as defined in Section 7.2) on the proposed assignee. Owner agrees to reimburse the County, up to a maximum of \$10,000, for any expenses incurred by the County in obtaining or analyzing any of the Background Information.

6.3. County May Withhold Consent. The County may withhold its consent to a proposed assignment, and such action by the County will not be considered to be unreasonable if: (i) the proposed assignee cannot demonstrate that it reasonably can expect to have, during the term of this Agreement, annual revenues sufficient to comply with the Agreement and pay the ad valorem tax assessments from the County as they are made, or the proposed assignee cannot otherwise demonstrate its financial ability to abide by all terms and conditions set forth herein, (ii) the proposed assignee has a record of violations or defaults with respect to its operations of wind projects such that the assignee does not have the capability and reliability to perform the requirements of the Agreement and (iii) the assignee does not comply with each of the conditions to assignment set forth in Section 6.4 below. If the County reasonably requests additional information the County, the Owner and the prospective assignee agree to negotiate in good faith regarding what information will, and will not, be made available to the County and any conditions to the disclosure of such information. The County shall advise Owner in writing of whether it consents to a proposed assignment not later than 30 days from the date the County is provided with all information required by Section 7.2. If the County decides to withhold its consent, it shall provide the reasons it is doing so in the written decision.

6.4. Conditions to Assignment. Owner's assignment shall also be conditioned on the following:

(1) The execution and delivery to the County of an addendum to this Agreement, in a form substantially similar to this Agreement, wherein: (i) in the case of a partial assignment, it is executed by the Owner and the assignee and provides that each of them assume and agree to timely discharge all covenants and obligations under the terms of this Agreement and (ii) in the case of a full assignment, it is executed by the assignee and provides that assignee assumes and agrees to timely discharge all covenants and obligations undertaken by Owner under the terms of this Agreement, including, without limitation, Owner's duty to provide a bond for road maintenance pursuant to Section 3.2;

(2) Proof reasonably acceptable to the County (which may be in the form of an opinion of legal counsel) that the assignee is authorized to sign the addendum and perform the covenants and obligations thereby undertaken;

(3) Payment, by the Owner or assignee, of all reasonable expenses actually incurred by the County in connection with the proposed assignment, including, without limitation, its reasonable and necessary attorney's fees in connection with the assignment as well as the expenses referred to in Section 6.2 above in an amount not to exceed \$10,000.00;

(4) The absence of any event of default under the terms of this Agreement for which a notice of default has been given and the cure period has expired; and

(5) Proof that the proposed assignee has obtained or will obtain the insurance coverage required by this Agreement.

#### 6.5. Sale or Transfer to Non-taxable Entity.

(a) If, during the Abatement Period or the period of time during which Owner is required to maintain continued operations pursuant to Section 2.4(h) above, the Owner proposes a Transfer to a Non-taxable Entity, Owner shall pay to the County an amount equal to: (i) all *ad valorem* taxes abated under the terms of this Agreement but giving credit to Owner for the sum of all Annual PILOTs made to the date of the proposed assignment, and (ii) all *ad valorem* taxes which would be due and owing for the year during which the assignment is made, even though such taxes may not yet be billed or finally assessed. Such payment shall be made prior to the effective date of any such assignment to a non-taxable entity.

(b) Any Transfer to a Non-taxable Entity by Owner without compliance with Section 6.5(a) above shall be considered a default under the terms of this Agreement without the requirement of any notice by the County to Owner or opportunity to cure. Following any such default the County will be entitled to: (i) recapture the taxes abated pursuant to this Agreement in accordance with Section 5.4 above and/or (ii) pursue, without election of remedies, any other remedy available to it under this Agreement or applicable law.

(c) As used in this Agreement, a "Transfer to a Non-taxable Entity" shall mean any sale, transfer or assignment, in whole or in part, of the Improvements or the Facilities under circumstances where the assignee is exempt from property taxation, under applicable law, with respect to the Improvements or the Facilities, or any portion thereof, sold, transferred or assigned to the assignee.

### ARTICLE 7. DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings assigned to them below:



7.1. "Affiliate" shall mean a person who controls, is controlled by, or under common control with another person and "Subsidiary" shall have the meaning assigned to it in the Texas Business Organizations Code.

7.2. "Background Information" shall include, without limitation, in the case of an assignee or partial assignee and any Affiliate of any assignee:

- (1) its legal name or identity;
- (2) the address of its local office in the County, its registered office and address maintained with the Secretary of State of the State of Texas and its principal or home office;
- (3) (i) the state in which it was chartered and its registered office and agent in that state as well as the name and address of its registered agent and office in the State of Texas, and (ii) the names and addresses of all governing persons (as that term is defined by the Texas Business Organizations Code);
- (4) all public filings made in the year of the proposed assignment and the preceding two years with the Securities and Exchange Commission of the United States or with the agency of any state regulating securities transactions, if any; and
- (5) a report from an independent financial rating firm selected by the County, such as Dunn and Bradstreet or Moody's, if such report exists.

7.3. "Certified Appraised Value" shall mean the appraised value of property that is subject to property taxation under the Texas Tax Code determined and certified by the Chief Appraiser of the Throckmorton County Appraisal District for each taxable year.

7.4. "Facilities" shall mean the Improvements and all other tangible property or fixtures used by Owner in connection with its wind power electric generation operations in the Reinvestment Zone and shall include any property added to the Improvements because of repairs, retrofitting or additional improvements during the term of this Agreement.

7.5. "Military Aviation Facility" shall have the meaning assigned to it in TEX. TAX CODE §312.0021(a)(1).

7.6. "Wind-powered Energy Device" shall have the meaning assigned to it in TEX. TAX CODE §§11.27 and 312.021(a)(2).

7.7. Other terms not specifically defined herein shall have the meanings assigned to them by the Texas Tax Code, the Texas Business Organizations Code or other statutes of the State of Texas.

## ARTICLE 8. NOTICES

8.1. Notices. All notices or other communications required or permitted by this Agreement shall be in writing and shall be deemed to be properly given when delivered personally to any of the hereinafter designated addresses or the named representatives thereof, or when mailed by

prepaid certified mail, return receipt requested, addressed to such party at the respective addresses set forth below:

If to the County:

Throckmorton County, Texas  
Attn: County Judge  
P.O. Box 700 (105 N. Minter – if delivered)  
Throckmorton, Texas 76483-0700

If to the Owner:

King Creek Wind Farm, LLC  
Attn: Asset Manager  
601 Travis Street, Suite 1700  
Houston, TX 77002

Either party may change the address for notices by a written notice forwarded in accordance with the foregoing.

## ARTICLE 9. GENERAL PROVISIONS

9.1. Governing Law; Venue. This Agreement shall be construed and governed in accordance with the laws of the State of Texas without giving effect to its conflict of law rules. Venue for any action relating to the interpretation or performance of this Agreement or to enforce any right or obligation relating to this Agreement shall be in a court of competent jurisdiction having jurisdiction over cases arising in Throckmorton County, Texas.

9.2. Waiver. The failure of either party to enforce any right or demand strict performance of any obligation of the other party under this Agreement shall not operate as, or be construed to be, a waiver of such right or obligation.

9.3. Entire Agreement; Interpretation. This Agreement, including any exhibits to the Agreement, collectively constitute the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous discussions, representations, correspondence or agreements, written or oral. This Agreement may only be amended by a written instrument signed by both parties or their duly authorized officers or representatives. The language of this Agreement shall be construed as a whole according to its fair and common meaning and shall not be construed for or against either of the parties hereto. All titles or headings to sections or other divisions of this Agreement are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the content of this Agreement, such content being controlling as to the agreement between the parties hereto.

9.4. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such



invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision of this Agreement.

9.5. Agreement Subject to Rights of Bondholders. This Agreement is subject to the rights of the holders of outstanding bonds of the County.

9.6. Owner as Party to Litigation. In the event any litigation is initiated by a third party questioning or challenging the validity of this Agreement or any part hereof or any of the underlying orders or Commissioners Court actions authorizing the same, the County agrees not to object to the Owner's joinder or intervention in such litigation.

9.7. Force Majeure. If Owner's performance of any obligation or obligations under this Agreement is interrupted, delayed, or prevented by any contingency or cause beyond the control of Owner ("Force Majeure"), then Owner shall be excused from the performance of any such obligation or obligations during the period of time that Owner is reasonably unable to perform such obligation or obligations as a result of such contingency or cause, and no default will have occurred with respect to such circumstances. Notwithstanding any other provision of this Agreement to the contrary, in the event a party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement (other than any obligation to make payment of any amount when due and payable hereunder), the obligation of such party, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any condition or event of Force Majeure, but for no longer period, and such condition or event shall so far as possible be remedied with all reasonable dispatch. Force Majeure events shall include, without limitation:

(1) Acts of God, or the public enemy, any natural disaster, war, riot, civil commotion, insurrection, fires, explosions, accidents, floods, pandemics, and labor disputes or strikes;

(2) To the extent it affects the Owner's ability to perform a non-monetary covenant or obligation under this Agreement:

(A) A change in a governmental law or regulation if Owner complies with the changed or revised law or regulation within the time limits, and in the manner, provided by such changed or revised law or regulation;

(B) A delay occasioned by the fact that supplies or materials are not reasonably available or the fact that a contractor or subcontractor is delayed in performing services.

9.8. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constituted, collectively, one agreement. Once all parties to this Agreement have signed a counterpart, this Agreement shall be binding upon all parties in accordance with the terms hereof.

9.9. Adoption of Agreement. The County agrees that any other taxing unit eligible to enter into agreements relating to the abatement of taxes may adopt all or any portion of this Agreement.

9.19. Further Acts. The parties each agree to cooperate fully with the other and to take such further action and execute such other documents or instruments as necessary or appropriate to implement the terms of this Agreement.

9.11. Reimbursement of Expenses. Owner agrees to reimburse the County for the reasonable and necessary attorney's fees and expenses incurred by the County in connection with the negotiation and preparation of this Agreement. Payment is to be made within 30 days of receipt by Company of invoice from the County, with supporting documentation sufficient to enable the Owner to verify such expenses. Notwithstanding anything in this paragraph, the maximum reimbursement to be paid by Owner is \$7,500.00.

9.12. Conflict with Guidelines. To the extent this Agreement modifies or varies from any requirement or procedure set forth in the Guidelines, those Guidelines are deemed amended for purposes of this Agreement only.

9.13. Incorporation of Exhibits. All exhibits attached hereto are incorporated herein. The exhibits attached to this Agreement are:

- Exhibit A – Copy of Notice to Throckmorton Collegiate Independent School District that the Commissioners Court of Throckmorton County would act on this Agreement.
- Exhibit B – Copy of posted notice of meeting at which this Agreement was acted upon.
- Exhibit C – Improvement Map and Vicinity Map
- Exhibit D – Copy of the County's order designating the Throckmorton Reinvestment Zone 2020-2.

This Agreement shall be effective as of the date and year first written above.

ATTEST:

Dianna Moore, County Clerk

COUNTY:

Throckmorton County, Texas

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

By: \_\_\_\_\_  
Trey Carrington, County Judge



OWNER:

King Creek Wind Farm,, LLC, a Delaware  
limited liability company

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

EXHIBIT A to  
Tax Abatement Agreement between Throckmorton County, Texas  
and King Creek Wind Farm, LLC

Notice to Throckmorton Collegiate Independent School District  
of action on Tax Abatement Agreement by Commissioners

Consisting of 23 pages exclusive of this cover page.

(All exhibits to the proposed Tax Abatement Agreement were forwarded to the Throckmorton Collegiate Independent School District but have been intentionally omitted from this Exhibit A)



# JAY A. CANTRELL

*A Professional Corporation*

**ATTORNEY AT LAW**

Telephone: (940) 766-3305  
Fax No. (940) 322-3462

807 Eighth Street, Suite 810  
Wichita Falls, Texas 76301-3319

email: jay@jaycantrell.com

August 14, 2020

Ms. Kathy Thorp, President  
Board of Trustees  
Throckmorton Collegiate Independent School District  
210 College Street  
Throckmorton, Texas 76483

Re: Notice of action by the Commissioners Court of Throckmorton County,  
Texas on a proposed Tax Abatement Agreement with King Creek Wind  
Farm, LLC (the "Proposed King Creek I Tax Abatement Agreement")

Dear Ms. Thorp:

Please be advised that the Commissioners Court of Throckmorton County, Texas will take action on the Proposed King Creek I Tax Abatement Agreement at its regular meeting which begins at 9:00 a.m. on August 24, 2020 in the Commissioners Courtroom located at 105 N. Minter Street, Throckmorton, Texas.

Enclosed please find a current draft copy of the Proposed King Creek I Tax Abatement Agreement with exhibits.

If you have any questions on this matter, please do not hesitate to contact me or Judge Carrington.

Sincerely,



Jay A. Cantrell

Enclosure - Proposed King Creek I Tax Abatement Agreement (with exhibits)

Cc Hon. Trey Carrington  
County Judge

**TAX ABATEMENT AGREEMENT**  
**Between**  
**THROCKMORTON COUNTY, TEXAS and KING CREEK WIND FARM, LLC**

This Tax Abatement Agreement (this "Agreement") is entered into by and between Throckmorton County, Texas (the "County") duly acting herein by and through its County Judge, and King Creek Wind Farm, LLC, a Delaware limited liability company (together with its successors and assigns, "Owner") effective as of the 24th day of August, 2020.

**Recitals:**

A. Election to Participate in Tax Abatement. On June 22, 2020, the Commissioners Court of Throckmorton County, Texas (the "Commissioners Court") adopted a resolution stating that the County had elected to become eligible to participate in tax abatements pursuant to the *Texas Property Redevelopment and Tax Abatement Act*, as amended (herein referred to as the "Act").

B. Adoption of Tax Abatement Guidelines and Criteria. On June 22, 2020, following its action electing to participate in tax abatement, the Commissioners Court conducted a public hearing on the adoption of tax abatement guidelines and criteria and then approved guidelines and criteria governing tax abatement agreements entered into by the County (hereinafter referred to as the "Guidelines").

C. Public Hearing on Designation of Reinvestment Zone. On June 22, 2020, following actions described in recitals A and B above, the Commissioners Court conducted a public hearing on the advisability of designating the Throckmorton County Reinvestment Zone 2020-2 (the "Reinvestment Zone"), which public hearing was preceded by: (i) notice published on June 11, 2020 (more than 7 days prior to the date of the public hearing) in the Throckmorton Tribune, a newspaper of general circulation within Throckmorton County, Texas and where the tracts to be designated are located, (ii) notice which was sent by certified mail, return receipt requested, more than 7 days prior to the public hearing, to the presiding officer of the Throckmorton Collegiate Independent School District (the "Other Taxing Unit") which is the only other taxing units located within the proposed Reinvestment Zone and (iii) notice posted in accordance with Chapter 551 of the Texas Government Code (the Open Meetings Act).

D. Designation of Reinvestment Zone. On June 22, 2020, following the conclusion of the public hearing on the proposed Reinvestment Zone, the Commissioners Court adopted an *Order Designating the Throckmorton County Reinvestment Zone 2020-2* which has been executed by the County Judge on behalf of the County Commissioners, and which order designates all or portions of the following tracts of land, all of which is located in Throckmorton County, Texas and which tracts are described by acreage, survey and abstract number and block or section number below, as the Throckmorton County Reinvestment Zone 2020-2 (herein, the "Reinvestment Zone"):



| Acreage | Abstract and Survey Nos. |
|---------|--------------------------|
| 647.2   | A-43 BBB AND C 39        |
| 646.9   | A-48 BBB AND C 49        |
| 661.7   | A-55 BBB AND C 63        |
| 661.7   | A-55 BBB AND C 63        |
| 656.2   | A-1060 BBB AND C 64      |
| 649.9   | A-1073 BBB AND C 40      |
| 647     | A-1074 BBB AND C 50      |
| 330     | A-1120 BBB AND C 38      |
| 321.9   | A-1198 J E POOLE 38      |
| 471.7   | A-1327 BBB AND C 23      |
| 274.3   | A-44 BBB AND C 41        |
| 476.4   | A-47 BBB AND C 47        |
| 387     | A-56 BBB AND C 65        |
| 225.8   | A-64 BBB AND C 81        |
| 4       | A-71 BBB AND C 95        |
| 4       | A-71 BBB AND C 95        |
| 334.4   | A-1059 BBB AND C 22      |
| 467.1   | A-1061 BBB AND C 24      |
| 635.8   | A-1072 BBB AND C 48      |
| 152     | A-1126 B H WISDOM 46     |
| 456     | A-1238 E P SWENSON 82    |
| 456     | A-1238 E P SWENSON 82    |
| 99.5    | A-1239 E P SWENSON 80    |
| 391.1   | A-1328 BBB AND CC 25     |
| 665     | A-38 BBB AND C 19        |
| 374.4   | A-44 BBB AND C 41        |

| Acreage | Abstract and Survey Nos. |
|---------|--------------------------|
| 645.5   | A-45 BBB AND C 43        |
| 641.3   | A-46 BBB AND C 45        |
| 164.9   | A-47 BBB AND C 47        |
| 267     | A-56 BBB AND C 65        |
| 648.1   | A-57 BBB AND C 67        |
| 651.5   | A-58 BBB AND C 69        |
| 97.1    | A-61 BBB AND C 75        |
| 647.6   | A-62 BBB AND C 77        |
| 645.3   | A-63 BBB AND C 79        |
| 431.8   | A-64 BBB AND C 81        |
| 643.3   | A-71 BBB AND C 95        |
| 645     | A-72 BBB AND C 97        |
| 642.7   | A-73 BBB AND C 99        |
| 152     | A-74 BBB AND C 101       |
| 620.2   | A-80 BBB AND C 113       |
| 646.4   | A-81 BBB AND C 115       |
| 2       | A-81 BBB AND C 115       |
| 649.7   | A-82 BBB AND C 117       |
| 643     | A-89 BBB AND C 131       |
| 293     | A-90 BBB AND C 133       |

E. A copy of the County's order designating the Throckmorton County Reinvestment Zone 2020-2 is attached to this Agreement as Exhibit D.

F. Improvements Within Reinvestment Zone. Owner plans to construct a wind powered electric generation facility within the Reinvestment Zone, which improvements are more particularly described and defined in Section 1.3 of this Agreement and are hereinafter collectively referred to as the "Improvements".

G. Improvements are Consistent with the Act and Guidelines. The Commissioners Court has concluded that the Improvements and operations proposed by Owner within the



Reinvestment Zone and described in this Agreement, and the terms of this Agreement: (i) are consistent with the requirements of the Act and the Guidelines or, to the extent of any inconsistency with the Guidelines, the Commissioners Court has determined, in its discretion and in accordance with TEX. TAX CODE §312.002(d), that this Agreement should be entered into notwithstanding any such inconsistency, and (ii) constitute a major investment in the Reinvestment Zone that will be a benefit to the Reinvestment Zone and will contribute to the economic development of the County.

H. Notice of Action on this Agreement.

i. To Other Taxing Entity. As required by TEX. TAX CODE §§312.402(a-2) and 312.2041 written notice of the date, time and place of the meeting at which the Commissioners Court acted on this Agreement was sent to the presiding office of the Other Taxing Entity by certified mail, return receipt requested and included a copy of this proposed Agreement not less than 7 days prior to the meeting. A true copy of such notice is attached hereto as Exhibit A.

ii. Posted Notice. As required by TEX. TAX CODE §312.207(c) notice of the meeting which this Agreement was acted upon by the Commissioners Court was posted more than 30 days in advance of such meeting at the Throckmorton County Courthouse and on the internet website maintained for the County by the Texas Association of Counties as required by Chapter 551, Texas Government Code (the "Open Meetings Act"). Said posted notice contained the information required by TEX. TAX CODE §312.207(c). A true copy of such notice certified by the County Judge is attached hereto as Exhibit B.

I. Adoption of Agreement Approved at a Regularly Scheduled Meeting. This Agreement was adopted at a regularly scheduled meeting of the Commissioners Court, as required by TEX. TAX CODE §312.207(a).

J. Quorum. A quorum of the County Commissioners were present at the meeting at which this Agreement was approved and not less than a majority of those Commissioners present voted in favor of the approval of this Agreement.

K. No Wind-powered Energy Device Within 25 Miles of Military Aviation Facility. Based upon representations made by representatives of the Owner, the Commissioners Court finds that the Improvements and Facilities will not include any Wind-powered Energy Device that is located within 25 nautical miles of the boundaries of a Military Aviation Facility.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the parties do hereby agree as follows:

ARTICLE 1.  
IMPROVEMENTS

1.1. Improvements in Reinvestment Zone. Owner anticipates that it will construct the Improvements within the Reinvestment Zone in accordance with this Agreement. Owner acknowledges that the abatement granted herein is conditioned upon completion of construction of the Improvements within the Reinvestment Zone as provided in Section 2.4 herein.



1.2. Timing of Improvements. Owner estimates that construction of the Improvements will begin by the fourth quarter of 2020 and will be substantially completed by no later than December 31, 2021. These deadlines may be extended if the commencement or prosecution of work on the Improvements is delayed due to factors outside of Owner's control as defined in Section 9.7 of this Agreement. Notwithstanding the foregoing, if Owner has not substantially completed construction of the Improvements by December 31, 2022 (the "Outside Termination Date"), this Agreement shall terminate and no abatement will be granted and neither party shall owe any further obligation to the other party.

1.3. Improvements. As used in this Agreement, the term "Improvements" shall mean and refer to wind powered electric generation facilities to be located within the Reinvestment Zone with a capacity of at least 140.5 megawatts. The kind, number and location of all contemplated Improvements are described in Owner's application for tax abatement which is attached as Exhibit C to this Agreement. Notwithstanding the foregoing, only property meeting the following criteria shall be included within the definition of "Improvements" or "Facilities" pursuant to this Agreement: (i) the property must be located within the Reinvestment Zone, (ii) it must be eligible for tax abatement pursuant to Chapter 312 of the Texas Tax Code, (iii) it must meet the definition of an improvement as provided in Chapter 1 of the Texas Tax Code and (iv) it must be constructed after the date this Agreement is approved by the Commissioners Court. All eligible property that is part of the Facilities constructed by Owner will be considered Improvements benefitting from the tax abatement in this Agreement. For purposes of the tax abatement in this Agreement, the base year value of the Improvements (as of January 1 of the year in which this Agreement is executed) is agreed to be zero.

1.4. Spacing of Wind Turbines. The base of the tower of no wind turbine shall be erected: (i) within 1,000 feet from an occupied residence in existence at the start of construction of the Improvements unless the property owner of such residence has agreed otherwise in a written lease agreement or other agreement with Owner or (ii) within 200 feet of the property line of a tract in existence at the start of construction of the Improvements on which Owner does not have a lease for wind generation unless the property owner of such tract has agreed otherwise in a written lease agreement or other agreement with Owner. For avoidance of doubt, a residence shall mean a routinely occupied dwelling structure actually occupied as a home and hunting cabins, storage buildings, barns (excluding any barn structure constructed for use as and actually occupied as a home, such as a "barndominium"), or other temporary, moveable or agricultural structures that are not routinely occupied dwellings shall not be residences for purposes of this Agreement.

1.5. Plans and Specifications, Governmental Requirements and Workmanship. All Improvements shall be constructed and installed in accordance with plans and specifications (the "Plans and Specifications") prepared by an engineer or architect licensed within one of the states of the United States of America and in accordance with all regulations of any governmental agency or entity having jurisdiction over any aspect of the construction. As required by TEX. TAX CODE §§312.402(a-2) and 312.205(a)(2), the County shall have the right to inspect the Improvements and Facilities in accordance with Section 3.8 below.



## ARTICLE 2. TAX ABATEMENT

2.1. Tax Abatement Granted. Conditioned upon Owner's compliance with the terms of this Agreement, County agrees to abate one hundred percent (100%) of all property taxes levied by the County on the Improvements during the Abatement Period (hereinafter defined). Tax Abatement will not be granted for any Wind-powered Energy Device that is installed within 25 nautical miles of a Military Aviation Facility or for any property not eligible for tax abatement pursuant to Chapter 312 of the Texas Tax Code.

2.2. Abatement Period; Commencement Date. Owner may elect to begin the Abatement Period on either January 1 of 2022 or 2023. The date elected by Owner to commence tax abatement under this Agreement is hereinafter referred to as the "Commencement Date". The period in which taxes are abated under this Agreement (the "Abatement Period") will begin on the Commencement Date and will terminate on December 31 of the tenth (10<sup>th</sup>) year following the Commencement Date, unless sooner terminated in accordance with the terms of this Agreement. Termination of this Agreement shall not relieve either party of any unperformed covenants, obligations or payments owing to the other as of the date the Agreement is terminated. Owner shall provide the County with written notice of its election with respect to the Commencement Date not later than December 1 of the year preceding the Commencement Date elected by Owners. Owner's notice of its election to commence tax abatement shall be sent in the manner required by Section 8.1 of this Agreement to the County Judge (at the address specified in Section 8.1) and to the Throckmorton County Appraisal District at 144 N. Minter Ave. Throckmorton, Texas 76483. Tax abatement will not commence under this Agreement in the absence of that notice from Owner.

2.3. Payments In Lieu of Taxes. As consideration for the abatement granted by County under this Agreement, Owner agrees to timely perform all covenants undertaken by Owner pursuant to the terms of this Agreement including the making of an annual payment in lieu of taxes (the "Annual PILOT") to the County for each year during the Abatement Period.

(a) Due Date. The Annual PILOT required by this Agreement must be paid to the County Treasurer not later than January 31 of the year following each year for which the abatement is granted.

(b) Calculation of the Annual PILOT. The amount of the Annual PILOT for each year during the Abatement Period will be the product, expressed in dollars, obtained by multiplying the number of megawatts of electrical generating capacity of the Improvements (the "Capacity") by \$1,900 (the "PILOT Rate"). Notwithstanding the foregoing, the amount of the Annual PILOT shall, in no event, be less than the product of the PILOT Rate multiplied by 140.5 megawatts, that being \$266,950 (the "Annual PILOT Floor Amount").

(c) Capacity. As used in this Agreement, the term "Capacity" shall mean the installed amount of the manufacturer's nameplate electric generating capacity of the Improvements, expressed in megawatts, regardless of the amount of electricity that is actually produced or sold. The Capacity shall be determined as of January 1 of each year during the



Abatement Period. As a part of the Annual Certification, pursuant to Section 3.9 below, the individual who is an authorized officer of Owner shall prepare, and file, with the Commissioners Court and the Chief Appraiser of the Throckmorton County Appraisal District a sworn statement of the Capacity of the Improvements not later than January 31 of each year during the Abatement Period. If a dispute arises between the County and/or the Throckmorton County Appraisal District and Owner regarding the Capacity of the Improvements, the parties agree that it will be resolved using the same procedures applicable to disputes regarding the value of property under Title 1 of the Texas Tax Code.

2.4. Conditions to Tax Abatement. The tax abatement granted by this Agreement is expressly conditioned upon the following which must be satisfied, subject, however, to the notice and cure rights of Owner set forth in Article 5 below:

(a) Construction of the Improvements. Owner's timely construction of the Improvements in accordance with this Agreement.

(b) Operations. Owner's operation of the Facilities in accordance with this Agreement, including the provisions of Section 3.6 below.

(c) Compliance with this Agreement. Owner's compliance with all material covenants and obligations undertaken by Owner pursuant to the terms of this Agreement.

(d) Accuracy of Representations. The accuracy and truthfulness of the representations by Owner contained in this Agreement as of the date this Agreement is executed and throughout the term of this Agreement.

(e) Payment of Taxes. The payment by Owner, prior to delinquency, of all taxes levied by the County, any other taxing unit within the County, the State of Texas or the United States of America assessed based on the value of, or levied against, the Facilities or the Improvements. It shall not be a violation of this provision if the party who is assessed the tax in good faith protests the levy or assessment of a particular tax by the timely filing of appropriate proceedings to prosecute a protest or contest of the tax, makes payment of the disputed tax during such protest or contest as required by applicable law and pays the tax, as finally determined, prior to delinquency as required by applicable law.

(f) [Reserved]

(g) [Reserved]

(h) Continued Operations following Abatement. Owner's continued routine commercial operation of the Facilities, subject to outages for repair, maintenance and refurbishment and Force Majeure events, for a period of ten (10) years after the end of the Abatement Period (the "Continued Operations Period").



**ARTICLE 3.**  
**COVENANTS APPLICABLE TO CONSTRUCTION**  
**AND OPERATIONS AFTER CONSTRUCTION**

During the Abatement Period and the Continued Operations Period, the Owner agrees to the following:

3.1. Job Creation. Owner agrees to provide not fewer than 2 new full time jobs in connection with the operation of the Facilities either through direct employment by Owner or through employment by an Affiliate or Subsidiary of Owner, or by contractors or service providers engaged to provide goods or services in connection with the construction of the Improvements and thereafter in the course of operating the Facilities.

3.2. Road Use. Owner and its contractors, suppliers or service providers (collectively, "Owner's Road Users") shall have the right to use all County roads subject to the following:

(a) Prior Notice. Owner shall provide notice to the Commissioner who is responsible for a particular County road of the intended use of such road or roads by Owner or Owner's Road Users in advance of its use of such County roads. Owner will have a pre-construction survey completed for all County roads to be used by Owner, which will include current conditions and recommendations for any preparations or modifications that will be necessary to perform required construction. In addition, the County will provide Owner, if available, with copies of any plans, cross sections and specifications relevant to the applicable roads. Copies of all pre-construction survey documentation shall be provided to the County. All costs associated with the pre-construction survey shall be borne solely by Owner.

(b) Blockage of County Roads. Owner will not use any County roads in a manner which will interrupt public traffic on such road or roads unless Owner obtains the prior consent of the Commissioner responsible such road. Such consent by a Commissioner will not be unreasonably withheld but may be conditioned upon allowing use at a time less likely to interrupt other traffic or the use of alternate routes that will minimize the interruption of public traffic.

(c) Repairs. Upon completion of construction, Owner will have a post-construction survey completed, the methods of which shall be similar to those of the pre-construction survey described above. The two sets of pre and post-construction data will be compared and if there is any wheel lane rutting, cracking or other damage resulting from road usage for construction of the Improvements, the County and Owner will determine the extent of the repairs or improvements needed to return the County roads used by Owner to a pre-construction condition, taking into consideration and excluding normal wear and tear from usage by the public. All costs associated with the post-construction survey shall be borne solely by Owner. Owner shall repair any damage to County roads caused by Owner or Owner's Road Users during the course of constructing, repairing or maintaining the Improvements and shall return such roads to the condition such roads were in prior to their use by Owner or Owner's Road Users. All such repairs by Owner, including the widening of roads pursuant to subsection (f) below, shall have the prior approval of the County and shall be done in accordance with the standards and specifications for road repair generally used by the County for other county roads.



(d) Repair by County. Notwithstanding any provision regarding notice and opportunity to cure to the contrary in Article 5 of this Agreement, if this covenant for road repair by Owner cannot be performed by Owner or in the event Owner fails to perform this covenant within 30 days of a demand that it do so from the County, then the County may perform the road repair required of Owner pursuant to this section and Owner agrees to reimburse the County for its reasonable and necessary costs in repairing such roads. The County's cost for such repairs shall be determined using the applicable rates used by the Federal Emergency Management Administration for equipment and personnel and the County's actual cost of materials. Owner agrees to pay the cost of any such repairs within 30 days of the date Owner is billed for such services by the County.

(e) Performance Bond. Prior to the commencement of any construction activity with respect to the Improvements, Owner agrees to provide the County with a letter of credit or a performance bond by a good and sufficient surety reasonably acceptable to the County, in an amount not less than \$100,000 to secure the faithful performance of these road maintenance covenants by Owner (the "Performance Bond"). A corporate surety licensed to do business in the State of Texas that meets the criteria specified in Section 3.15 below shall be deemed acceptable by the County. County shall release the Performance Bond within thirty (30) days after Owner's completion of construction of the Improvements if Owner has complied with all covenants regarding road maintenance required by this Section 3.2. In the event Owner engages in any retrofitting or repairs which require the transportation of heavy equipment, other than routine types of equipment that typically use such roads, across County roads during the term of this Agreement but after the Performance Bond has been released, Owner agrees to post another performance bond which reasonably reflects the cost of any related road repairs unless the County agrees that no bond is required. The County shall release any subsequent Performance Bond within thirty (30) days after the completion of any required repairs to the roads.

(f) Changes to County Roads. Owner may not widen or change the course of any County road without the consent of the County, which consent shall not be unreasonably withheld, conditioned, or delayed so long as Owner is not in default in its obligations under this Agreement. As a condition to granting such consent the County may require Owner to take any other precautions and covenants which may be commercially reasonably necessary to protect and maintain the roadway and its continued access by the public and the rights of adjoining property owners. Owner agrees to obtain any necessary permission or right from private property owners prior to using any private property for the delivery of goods or supplies used for the Improvements or for access to the site where any of the Improvements are being constructed.

3.3. Insurance. Owner agrees to maintain in full force at all times starting at commencement of construction and continuing throughout the term of this Agreement the following insurance coverage issued by insurance companies authorized to conduct business in the State of Texas:

(a) Commercial general liability coverage (including coverage for all equipment and vehicles) with aggregate limits of not less than \$2,000,000.00; and



(b) Worker's compensation coverage for all full time employees to the extent required by Texas law; and

(c) Casualty insurance in a commercially reasonable amount not substantially inconsistent with industry standards.

3.4. [Reserved]

3.5. [Reserved]

3.6. [Reserved]

3.7. Local Spending. Owner agrees it will use commercially reasonable efforts to utilize qualified contractors and vendors located in the County in the construction of the Improvements and the operation and maintenance of the Facilities provided that Owner will not be required to use goods and services provided by local contractors or vendors where such local goods or services are not comparable in quality to those provided by nonresidents or where such goods and services are not available on terms and conditions (including price and bonding capacity) comparable to those offered by nonresidents, subject to and in compliance with Owner's internal procurement policies and procedures. Owner agrees to designate a coordinator of local services who will act as a liaison between any individuals, businesses or contractors residing or doing business in the County who are interested in obtaining information about providing goods or services related to the construction of the Improvements. Additionally, Owner agrees to do the following:

(1) Not later than one month prior to the start of construction of the Improvements Owner will hold a job fair in Throckmorton, Texas advertising construction employment positions and soliciting those persons or firms that are interested in selling goods or providing services with respect to the construction of the Improvements. No later than two weeks prior to the job fair, Owner shall publish a notice in the *Throckmorton Tribune* announcing the date, time and location of the job fair and the procedure for application. Applications from the job fair shall be distributed to the various subcontractors for consideration. Owner will compile, and maintain throughout the construction process, a list of local prospective employees, vendors, contractors and service providers interested in participating in the construction process.

(2) Not later than one month prior to filling a full time position (excepting internal transfer and promotions) for the on-site operation of the Facilities, Owner shall publish notice of the position in the *Throckmorton Tribune* describing the position and the procedure for application. Any position requiring more than 35 hours per week shall be considered full time.

(3) Owner shall insure that all contractors and subcontractors working on the Improvements comply with this provision. A contractor or subcontractor or service provider from the County shall be awarded the bid unless another contractor or subcontractor or service provider is the low bidder or, in the reasonable judgment of Owner, is the most qualified. In determining whether a particular contractor or service provider is qualified, Owner may consider: (i) such person or firm's bonding capacity, (ii) financial and staffing capacity to carry out the work, (ii) expertise and experience, (iv) the requirements of any manufacturer with respect to the particular



aspect of the work for which the person or firm is being considered; and (v) integrity, responsibility and reliability. Owner agrees to use its best efforts to use employees from the area to the extent they have the qualifications, expertise, ability and cost competitiveness to do the work required of the position for which they are being considered.

### 3.8. Inspections.

(a) Right to Inspect, Obtain Information. The County, acting through its officers or a designated agent or employee, shall have reasonable access to the Improvements and the Facilities: (i) to verify that the Improvements are constructed in accordance with the Plans and Specifications and conditions of this Agreement, (ii) to verify that the Facilities are operated in a manner consistent with this Agreement, (iii) to verify compliance with the terms of this Agreement and the truth of any representations made by Owner pursuant to the terms of this Agreement, (iv) to determine the Capacity, (v) to obtain, or verify, information reasonably necessary to ascertain the Certified Appraised Value of the Facilities (as defined in Section 7.4 hereof) or (vi) any other fact or circumstance pertinent to the performance of this Agreement.

(b) Conduct of Inspections. The County agrees to provide Owner with at least 2 business days advance written notice of any such on-site inspection and further agrees that any such on-site inspection shall be conducted in a manner that will not unreasonably interfere with the construction of the Improvements or the operation of the Facilities. All such inspections shall be made with one or more representatives of Owner and in accordance with all applicable governmental safety standards. The rights of inspection set forth herein may be exercised by officers, agents or employees of the County or the Throckmorton County Appraisal District. Nothing herein shall be construed to limit or diminish the authority of the County or the Throckmorton County Appraisal District to conduct inspections or obtain information under applicable law.

3.9. Annual Certification. On or before January 31 of each calendar year that this Agreement is in effect Owner shall certify to the County its compliance with all material provisions of this Agreement. This annual certification (the "Annual Certification") shall contain a statement, sworn to by the individual who is an authorized officer of Owner, stating that Owner is in compliance with such material terms of this Agreement as well as a statement regarding the Capacity as required by Section 2.3(c) above.

3.10. Determination of Value. The Chief Appraiser of the Throckmorton County Appraisal District shall annually determine the Certified Appraised Value of all real and personal property making up the Facilities without regard to the abatement granted by this Agreement and the Certified Appraised Value of such property after applying the abatement granted this Agreement. The Chief Appraiser shall then record both values in the appraisal records. The value of the Facilities without regard to the abatement shall be used to compute the amount of abated taxes that are required to be recaptured and paid to the County in the event recapture of such taxes is required by this Agreement or applicable law. During the term of this Agreement, Owner shall each year furnish the Chief Appraiser of the Throckmorton County Appraisal District with such information as is required by applicable law (including Chapter 22 of the Texas Tax Code) and as may be necessary for the administration of the abatement specified in this Agreement. The



Throckmorton County Appraisal District will determine the values required herein in any manner permitted by applicable law, but without limitation of Owner's rights in Section 3.11 hereinbelow.

3.11. Owner's Right of Protest. Nothing in this Agreement shall limit Owner's right to protest and contest any appraisal or assessment of the Facilities in accordance with applicable law. The abatement to which Owner is entitled will be governed by the values finally determined in proceedings relative to any such protest or contest by Owner.

3.12. Estoppel Certificates. Either party hereto may request an estoppel certificate from the other party hereto so long as the certificate is requested in connection with a bona fide business purpose. The certificate shall certify, as of the date of the certificate: (i) that this Agreement is in full force and effect without default if such is the case, (ii) the remaining term of this Agreement, and (iii) such other matters as may be agreed upon by the parties. The parties shall not unreasonably withhold their consent to such requests.

3.13. Use of Improvements. The Improvements shall be used solely for the generation and distribution of electricity using wind powered turbines in furtherance of the County's development goals to achieve a major investment in the Reinvestment Zone that will be a benefit to the Reinvestment Zone and will contribute to the economic development of the County.

3.14. Damage or Destruction of Improvements. The damage to, or destruction of, the Improvements, or any portion thereof, shall not relieve Owner from the duty to pay the Annual PILOT Floor Amount specified in Section 2.3(b) above.

3.15. Criteria for Insurance, Bonding Companies. The insurance policies required by Section 3.3 and the bond required by Section 3.2 shall be issued by companies authorized to do business in the State of Texas and shall be rated "A" or above by A.M. Best and Company or Standard and Poors or a comparable rating agency reasonably acceptable to the County.

#### ARTICLE 4. REPRESENTATIONS

4.1. By the County: The County hereby warrants and represents that this Agreement was authorized by an order of the Commissioners Court adopted on the date recited above authorizing the County Judge to execute this Agreement on behalf of the County.

4.2. By Owner. Owner hereby warrants and represents to the County:

(1) That Owner is a limited liability company organized under the laws of the state indicated above and in good standing with the State of Texas; or in the case of a permitted assignee of this Agreement, that such assignee is authorized to do business in the State of Texas.

(2) That Owner is not in default in the payment of any taxes owing to the federal, state or any local governmental units.



(3) That the officer of Owner signing this Agreement is properly authorized to enter into this Agreement and bind Owner to the terms thereof and Owner is thereby authorized to perform all covenants undertaken by Owner pursuant to this Agreement.

(4) That there is no operating agreement, certificate of formation provision, or agreement between Owner and any third party which in any way limits Owner's authority to enter into this Agreement and perform all covenants and agreements set forth herein.

(5) That none of the tangible personal property that is intended to be a part of the Improvements located within the Reinvestment Zone is located within the Reinvestment Zone as of the effective date of this Agreement.

(6) That no part of the Facilities will include a Wind-powered Energy Device located within 25 nautical miles of a Military Aviation Facility.

## **ARTICLE 5. DEFAULT; REMEDIES**

5.1. Default In Constructing Improvements. If Owner fails to complete the Improvements in the manner, and within the time period, stated in this Agreement, and Owner's failure to comply with those provisions of this Agreement are not cured following notice to Owner pursuant to Section 5.3 below, Owner shall be in default under the terms of this Agreement. In the event of a default in the construction of the Improvements the County may terminate or cancel this Agreement and Owner shall pay to the County all property tax revenues (including penalties, interest, attorney's fees and costs) that would have been payable to the County in the absence of this Agreement for any portion of the Improvements that are constructed less a credit for any Annual PILOT payments made by Owner.

5.2. Default In Operations, Payments or Performance of Other Covenants. The occurrence of any of the following circumstances shall be an event of default under the terms of this Agreement:

(1) The Facilities are not operated in accordance with the material terms of this Agreement for the period of time required by this Agreement;

(2) Owner fails to timely pay any amounts owing to County pursuant to this Agreement, including any ad valorem taxes owed to the County or any Other Taxing Unit within the County, or fails to timely and properly follow applicable procedures for protest or contest of any such ad valorem taxes; or

(3) Owner fails to timely perform any material covenant, condition or agreement it has undertaken pursuant to the terms of this Agreement;

(4) Any representation made by Owner in Section 4.2 of this Agreement is materially untrue or, with the passage of time, becomes materially untrue; or



(5) Owner fails to maintain continued operations in accordance with Section 2.4(h).

5.3. Notice, Right to Cure. Upon the occurrence of an event of default (including default under Sections 5.1 or 5.2 above), the County shall give the Owner written notice specifying the default.

(1) Monetary Defaults. If the event of default relates to the payment of money, Owner shall cure such default within 90 days of the date of the notice from the County.

(2) Non-Monetary Defaults. If the event of default is based upon an event other than a default in the payment of money, Owner shall cure such default within 90 days of the date of the notice of default by the County. This cure period shall be extended for such additional time period as is reasonably necessary to cure the default provided that Owner has commenced the cure and is diligently proceeding with such cure, but not longer than 180 days without the approval of the County, which approval shall not be unreasonably withheld, conditioned or delayed.

5.4. Remedies. If an event of default is not cured in accordance with Section 5.3 above, then the County may avail itself any of the following remedies:

(1) The recapture of all *ad valorem* taxes abated pursuant to the terms of this Agreement to the date of any default but providing a credit to Owner for the sum of the Annual PILOTs paid to the date of the default.

(2) The County shall be entitled to avail itself of any remedy available to it for the collection of property taxes under the Texas Tax Code or applicable law including: (i) the charging of interest on past due taxes, penalties, attorney's fees and costs (in each case in the amounts provided by the Texas Tax Code for charges in connection with delinquent property taxes) and (ii) the County shall have a lien which shall be equivalent to a tax lien created pursuant to TEX. TAX CODE §32.01. This lien shall attach to all taxable property as provided in TEX. TAX CODE §32.01 and shall have the same priority as a tax lien existing under TEX. TAX CODE §32.01. Notwithstanding the foregoing the County's right to foreclose this lien shall be subject to the County's compliance with the notice and right to cure provisions of Section 5.6 below. Exercise of any of the statutory remedies described in this Section 5.4 shall not constitute an election which would prohibit the County from exercising any remedy it may have under the terms of this Agreement.

(3) The County may cancel this Agreement or modify this Agreement with Owner's written consent.

(4) Within 90 days of the date of a demand by the County that it do so, Owner shall pay to the County an amount equal to all taxes abated, less a credit for PILOT payments made, to the date of such notice together with penalties and interest as provided for in the Texas Tax Code.

(5) Foreclose any of the liens described in this Section 5.4 above.

(6) File suit against Owner seeking a judgment for any amounts owed to the County under this Agreement.

The exercise by the County of any one or more of the remedies provided in this Section 5.4 or 5.1 above shall be the sole and exclusive remedies available to the County because of an uncured default by Owner.

5.5. No Abatement for Calendar Year of Default. If there is a default (other than a default pursuant to Section 5.1 above) under the terms of this Agreement which is not timely cured in accordance with Section 5.3, Owner shall not be entitled to abatement of taxes for the calendar year in which the default occurs or for any portion of the remaining term of this Agreement. If a default continues over more than one day, it will be considered to have occurred on the date on which it first occurred.

5.6. Mortgagee Protection. Notwithstanding any other provision hereof, County agrees that Owner may, without any further consent from the County, mortgage, pledge, or otherwise encumber its interest in the Improvements and Facilities, and Owner's lease and easement agreements regarding the Improvements and Facilities ("Leases"), to any lender or to any trustee or beneficiary under a deed of trust or to any master or special servicer (a "Mortgagee") for the purpose of financing operations of the Facilities, constructing the Improvements or acquiring additional equipment for the Facilities following any initial phase of construction. Any Mortgagee shall be entitled to receive the same written notice of any default as County is required to provide Owner hereunder so long as County has been provided notice of the identity and address of such Mortgagee, and such Mortgagee shall be entitled to cure or commence cure of any such defaults in the same manner as Owner. This provision shall not be construed to limit or diminish the County's lien priority for taxes owed pursuant to the Texas Tax Code.

5.7 LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, OWNER'S LIABILITY PURSUANT TO THIS AGREEMENT SHALL BE LIMITED TO RECAPTURE OF PROPERTY TAXES ABATED ONLY AS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED IN THIS AGREEMENT, AND RECOVERY OF THE AMOUNTS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED HEREIN, ALONG WITH ANY REASONABLY INCURRED COURT COSTS AND ATTORNEYS' FEES. FOR AVOIDANCE OF DOUBT, AMOUNTS PAYABLE UNDER THIS AGREEMENT BY OWNER SHALL BE SUBJECT TO ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES, INCLUDING PENALTIES AND INTEREST, IN ACCORDANCE WITH THE TEXAS TAX CODE AND A LIEN SECURING SUCH AMOUNTS AS PROVIDED HEREIN.

## ARTICLE 6. ASSIGNMENT

6.1. Assignment. So long as no default exists and is continuing at the time of the proposed assignment and Owner provides the information required under Section 6.2 hereinbelow, and



subject to the restrictions set forth in Section 6.5, Owner shall have the right to assign, in whole or in part, any of its rights or obligations under the terms of this Agreement or in the Improvements, Leases or the Facilities with the consent of the County which may only be withheld under those circumstances described in Section 6.3 below. Notwithstanding the foregoing, (i) Owner may assign this Agreement to an Affiliate or Subsidiary of Owner without the consent of the County; and (ii) a transfer of all or a portion of the ownership interests in Owner shall not be considered an assignment under the Agreement and shall not require the consent of the County. After an assignment, Owner shall have no further rights, duties or obligations under the Agreement to the extent such rights, duties or obligations have been acquired by an assignee.

6.2. Information on Assignee to be Provided to County: Timing of Consent. In the event Owner proposes to assign all or any portion of its interest in the Facilities, Owner agrees to provide the County the Background Information (as defined in Section 7.2) on the proposed assignee. Owner agrees to reimburse the County, up to a maximum of \$10,000, for any expenses incurred by the County in obtaining or analyzing any of the Background Information.

6.3. County May Withhold Consent. The County may withhold its consent to a proposed assignment, and such action by the County will not be considered to be unreasonable if: (i) the proposed assignee cannot demonstrate that it reasonably can expect to have, during the term of this Agreement, annual revenues sufficient to comply with the Agreement and pay the ad valorem tax assessments from the County as they are made, or the proposed assignee cannot otherwise demonstrate its financial ability to abide by all terms and conditions set forth herein, (ii) the proposed assignee has a record of violations or defaults with respect to its operations of wind projects such that the assignee does not have the capability and reliability to perform the requirements of the Agreement and (iii) the assignee does not comply with each of the conditions to assignment set forth in Section 6.4 below. If the County reasonably requests additional information the County, the Owner and the prospective assignee agree to negotiate in good faith regarding what information will, and will not, be made available to the County and any conditions to the disclosure of such information. The County shall advise Owner in writing of whether it consents to a proposed assignment not later than 30 days from the date the County is provided with all information required by Section 7.2. If the County decides to withhold its consent, it shall provide the reasons it is doing so in the written decision.

6.4. Conditions to Assignment. Owner's assignment shall also be conditioned on the following:

(1) The execution and delivery to the County of an addendum to this Agreement, in a form substantially similar to this Agreement, wherein: (i) in the case of a partial assignment, it is executed by the Owner and the assignee and provides that each of them assume and agree to timely discharge all covenants and obligations under the terms of this Agreement and (ii) in the case of a full assignment, it is executed by the assignee and provides that assignee assumes and agrees to timely discharge all covenants and obligations undertaken by Owner under the terms of this Agreement, including, without limitation, Owner's duty to provide a bond for road maintenance pursuant to Section 3.2;



(2) Proof reasonably acceptable to the County (which may be in the form of an opinion of legal counsel) that the assignee is authorized to sign the addendum and perform the covenants and obligations thereby undertaken;

(3) Payment, by the Owner or assignee, of all reasonable expenses actually incurred by the County in connection with the proposed assignment, including, without limitation, its reasonable and necessary attorney's fees in connection with the assignment as well as the expenses referred to in Section 6.2 above in an amount not to exceed \$10,000.00;

(4) The absence of any event of default under the terms of this Agreement for which a notice of default has been given and the cure period has expired; and

(5) Proof that the proposed assignee has obtained or will obtain the insurance coverage required by this Agreement.

#### 6.5. Sale or Transfer to Non-taxable Entity.

(a) If, during the Abatement Period or the period of time during which Owner is required to maintain continued operations pursuant to Section 2.4(h) above, the Owner proposes a Transfer to a Non-taxable Entity, Owner shall pay to the County an amount equal to: (i) all *ad valorem* taxes abated under the terms of this Agreement but giving credit to Owner for the sum of all Annual PILOTs made to the date of the proposed assignment, and (ii) all *ad valorem* taxes which would be due and owing for the year during which the assignment is made, even though such taxes may not yet be billed or finally assessed. Such payment shall be made prior to the effective date of any such assignment to a non-taxable entity.

(b) Any Transfer to a Non-taxable Entity by Owner without compliance with Section 6.5(a) above shall be considered a default under the terms of this Agreement without the requirement of any notice by the County to Owner or opportunity to cure. Following any such default the County will be entitled to: (i) recapture the taxes abated pursuant to this Agreement in accordance with Section 5.4 above and/or (ii) pursue, without election of remedies, any other remedy available to it under this Agreement or applicable law.

(c) As used in this Agreement, a "Transfer to a Non-taxable Entity" shall mean any sale, transfer or assignment, in whole or in part, of the Improvements or the Facilities under circumstances where the assignee is exempt from property taxation, under applicable law, with respect to the Improvements or the Facilities, or any portion thereof, sold, transferred or assigned to the assignee.

### ARTICLE 7. DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings assigned to them below:



7.1. "Affiliate" shall mean a person who controls, is controlled by, or under common control with another person and "Subsidiary" shall have the meaning assigned to it in the Texas Business Organizations Code.

7.2. "Background Information" shall include, without limitation, in the case of an assignee or partial assignee and any Affiliate of any assignee:

- (1) its legal name or identity;
- (2) the address of its local office in the County, its registered office and address maintained with the Secretary of State of the State of Texas and its principal or home office;
- (3) (i) the state in which it was chartered and its registered office and agent in that state as well as the name and address of its registered agent and office in the State of Texas, and (ii) the names and addresses of all governing persons (as that term is defined by the Texas Business Organizations Code);
- (4) all public filings made in the year of the proposed assignment and the preceding two years with the Securities and Exchange Commission of the United States or with the agency of any state regulating securities transactions, if any; and
- (5) a report from an independent financial rating firm selected by the County, such as Dunn and Bradstreet or Moody's, if such report exists.

7.3. "Certified Appraised Value" shall mean the appraised value of property that is subject to property taxation under the Texas Tax Code determined and certified by the Chief Appraiser of the Throckmorton County Appraisal District for each taxable year.

7.4. "Facilities" shall mean the Improvements and all other tangible property or fixtures used by Owner in connection with its wind power electric generation operations in the Reinvestment Zone and shall include any property added to the Improvements because of repairs, retrofitting or additional improvements during the term of this Agreement.

7.5. "Military Aviation Facility" shall have the meaning assigned to it in TEX. TAX CODE §312.0021(a)(1).

7.6. "Wind-powered Energy Device" shall have the meaning assigned to it in TEX. TAX CODE §§11.27 and 312.021(a)(2).

7.7. Other terms not specifically defined herein shall have the meanings assigned to them by the Texas Tax Code, the Texas Business Organizations Code or other statutes of the State of Texas.

## ARTICLE 8. NOTICES

8.1. Notices. All notices or other communications required or permitted by this Agreement shall be in writing and shall be deemed to be properly given when delivered personally to any of the hereinafter designated addresses or the named representatives thereof, or when mailed by

prepaid certified mail, return receipt requested, addressed to such party at the respective addresses set forth below:

If to the County:

Throckmorton County, Texas  
Attn: County Judge  
P.O. Box 700 (105 N. Minter – if delivered)  
Throckmorton, Texas 76483-0700

If to the Owner:

King Creek Wind Farm, LLC  
Attn: \_\_\_\_\_  
601 Travis Street, Suite 1700  
Houston, TX 77002

Either party may change the address for notices by a written notice forwarded in accordance with the foregoing.

## ARTICLE 9. GENERAL PROVISIONS

9.1. Governing Law; Venue. This Agreement shall be construed and governed in accordance with the laws of the State of Texas without giving effect to its conflict of law rules. Venue for any action relating to the interpretation or performance of this Agreement or to enforce any right or obligation relating to this Agreement shall be in a court of competent jurisdiction having jurisdiction over cases arising in Throckmorton County, Texas.

9.2. Waiver. The failure of either party to enforce any right or demand strict performance of any obligation of the other party under this Agreement shall not operate as, or be construed to be, a waiver of such right or obligation.

9.3. Entire Agreement; Interpretation. This Agreement, including any exhibits to the Agreement, collectively constitute the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous discussions, representations, correspondence or agreements, written or oral. This Agreement may only be amended by a written instrument signed by both parties or their duly authorized officers or representatives. The language of this Agreement shall be construed as a whole according to its fair and common meaning and shall not be construed for or against either of the parties hereto. All titles or headings to sections or other divisions of this Agreement are only for the convenience of the parties and shall not be construed to have any effect or meaning; with respect to the content of this Agreement, such content being controlling as to the agreement between the parties hereto.

9.4. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such



invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision of this Agreement.

9.5. Agreement Subject to Rights of Bondholders. This Agreement is subject to the rights of the holders of outstanding bonds of the County.

9.6. Owner as Party to Litigation. In the event any litigation is initiated by a third party questioning or challenging the validity of this Agreement or any part hereof or any of the underlying orders or Commissioners Court actions authorizing the same, the County agrees not to object to the Owner's joinder or intervention in such litigation.

9.7. Force Majeure. If Owner's performance of any obligation or obligations under this Agreement is interrupted, delayed, or prevented by any contingency or cause beyond the control of Owner ("Force Majeure"), then Owner shall be excused from the performance of any such obligation or obligations during the period of time that Owner is reasonably unable to perform such obligation or obligations as a result of such contingency or cause, and no default will have occurred with respect to such circumstances. Notwithstanding any other provision of this Agreement to the contrary, in the event a party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement (other than any obligation to make payment of any amount when due and payable hereunder), the obligation of such party, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any condition or event of Force Majeure, but for no longer period, and such condition or event shall so far as possible be remedied with all reasonable dispatch. Force Majeure events shall include, without limitation:

(1) Acts of God, or the public enemy, any natural disaster, war, riot, civil commotion, insurrection, fires, explosions, accidents, floods, pandemics, and labor disputes or strikes;

(2) To the extent it affects the Owner's ability to perform a non-monetary covenant or obligation under this Agreement:

(A) A change in a governmental law or regulation if Owner complies with the changed or revised law or regulation within the time limits, and in the manner, provided by such changed or revised law or regulation;

(B) A delay occasioned by the fact that supplies or materials are not reasonably available or the fact that a contractor or subcontractor is delayed in performing services.

9.8. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constituted, collectively, one agreement. Once all parties to this Agreement have signed a counterpart, this Agreement shall be binding upon all parties in accordance with the terms hereof.

9.9. Adoption of Agreement. The County agrees that any other taxing unit eligible to enter into agreements relating to the abatement of taxes may adopt all or any portion of this Agreement.

9.19. Further Acts. The parties each agree to cooperate fully with the other and to take such further action and execute such other documents or instruments as necessary or appropriate to implement the terms of this Agreement.

9.11. Reimbursement of Expenses. Owner agrees to reimburse the County for the reasonable and necessary attorney's fees and expenses incurred by the County in connection with the negotiation and preparation of this Agreement. Payment is to be made within 30 days of receipt by Company of invoice from the County, with supporting documentation sufficient to enable the Owner to verify such expenses. Notwithstanding anything in this paragraph, the maximum reimbursement to be paid by Owner is \$7,500.00.

9.12. Conflict with Guidelines. To the extent this Agreement modifies or varies from any requirement or procedure set forth in the Guidelines, those Guidelines are deemed amended for purposes of this Agreement only.

9.13. Incorporation of Exhibits. All exhibits attached hereto are incorporated herein. The exhibits attached to this Agreement are:

- Exhibit A – Copy of Notice to Throckmorton Collegiate Independent School District that the Commissioners Court of Throckmorton County would act on this Agreement.
- Exhibit B – Copy of posted notice of meeting at which this Agreement was acted upon.
- Exhibit C – Detailed description of the Improvements contained in Owner's application for tax abatement
- Exhibit D – Copy of the County's order designating the Throckmorton Reinvestment Zone 2020-2.

This Agreement shall be effective as of the date and year first written above.

ATTEST:

Dianna Moore, County Clerk

COUNTY:

Throckmorton County, Texas

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

By: \_\_\_\_\_  
Trey Carrington, County Judge



OWNER:

King Creek Wind Farm, LLC, a Delaware  
limited liability company

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

EXHIBIT B to

Tax Abatement Agreement between Throckmorton County, Texas  
and King Creek Wind Farm, LLC

Posted and Published (on the County's website) Notice of Action by the Throckmorton County  
Commissioners on proposed Tax Abatement Agreement with King Creek Wind Farm, LLC

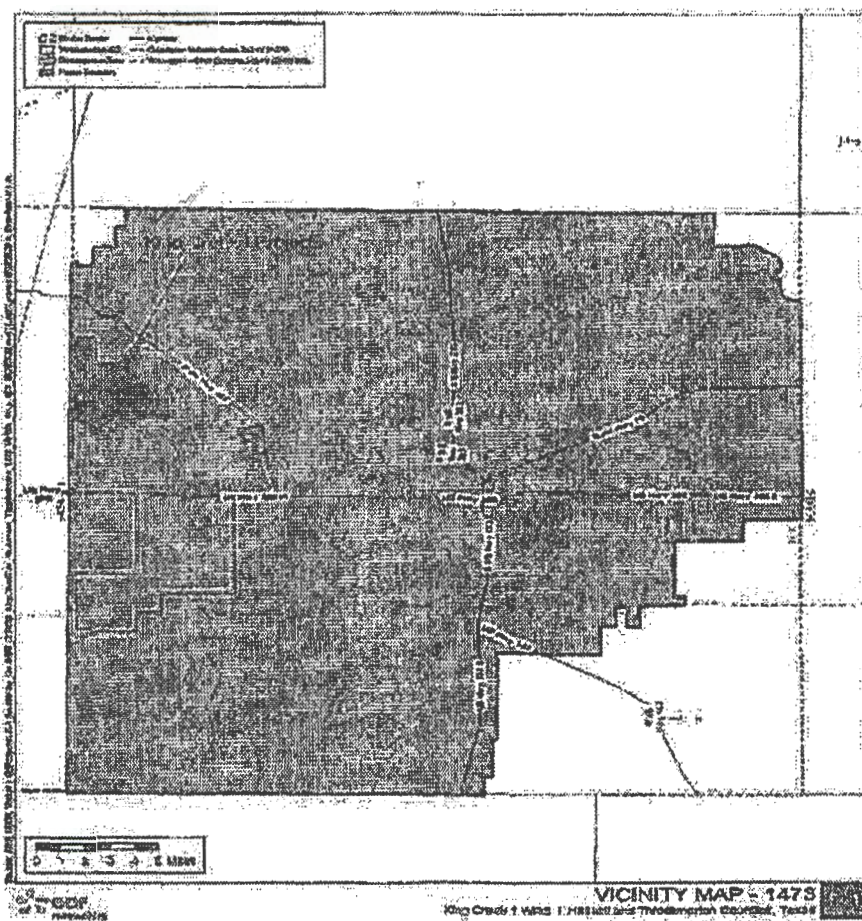
Consisting of 7 pages exclusive of this cover page.



**NOTICE OF CONSIDERATION AND ACTION BY THE COMMISSIONERS COURT  
OF THROCKMORTON COUNTY, TEXAS OF A PROPOSED TAX ABATEMENT  
AGREEMENT WITH KING CREEK WIND FARM LLC**

The Commissioners Court of Throckmorton County, Texas will hold a regular meeting at 9:00 a.m. on August 24, 2020 in the Commissioners Courtroom at 105 N. Minter, Throckmorton, Texas at which time it will consider and take action on a proposed Tax Abatement Agreement between Throckmorton County, Texas and King Creek Wind Farm LLC (the "Tax Abatement Agreement"). In accordance with TEX. TAX CODE §312.207(c), the following information is provided relative to the proposed Tax Abatement Agreement:

- (1) The name of the property owner and applicant with respect to the Tax Abatement Agreement is King Creek Wind Farm LLC.
- (2) The project which is the subject of the Tax Abatement Agreement is located in the *Throckmorton County Reinvestment Zone 2020-2*. The *Throckmorton County Reinvestment Zone 2020-1* is located in the area described in Exhibit A to this notice. The King Creek Wind project which is the subject of this proposed Tax Abatement Agreement is to be located in the area shown on the following map:



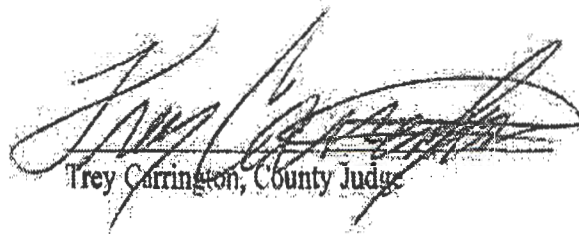
(3) A general description of the nature of the improvements included in the Tax Abatement Agreement are wind turbine towers, wind turbine generators and blades, foundations and related infrastructure and equipment.

(4) The estimated cost of the project is \$140,000,000.00.

This is a notice required by TEX. TAX CODE §312.207(c). There will be other items which will be considered and acted upon by the Throckmorton County Commissioners Court at its August 24, 2020 meeting. Those additional items will be set forth in a later notice which will be posted as required by Chapter 551 of the Texas Government Code (the Open Meetings Act).

The above and foregoing notice was posted as follows:

|                                                                                                                             |                                                     |
|-----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| On a bulletin board at the Throckmorton County Courthouse which is convenient to the public at the following date and time: | On the County's website on the following date:      |
| Date of posting: <u>July 15<sup>th</sup></u> , 2020                                                                         | Date of posting: <u>July 15<sup>th</sup></u> , 2020 |
| Time of posting: <u>2:15 p.m.</u>                                                                                           |                                                     |

  
Trey Carrington, County Judge



**Exhibit A to Order Designating Throckmorton County Reinvestment Zone 2020-2**  
**Page 1 of 5 Pages of Exhibit A**

| <b>Appraisal District<br/>Parcel Identification<br/>No.</b> | <b>Abstract No.</b> | <b>Survey and Section No.</b> | <b>Acreage</b> |
|-------------------------------------------------------------|---------------------|-------------------------------|----------------|
| 1218                                                        | A-43                | BBB AND C 39                  | 647.2          |
| 1223                                                        | A-48                | BBB AND C 49                  | 646.9          |
| 1230                                                        | A-55                | BBB AND C 63                  | 661.7          |
| 1230                                                        | A-55                | BBB AND C 63                  | 661.7          |
| 2882                                                        | A-1060              | BBB AND C 64                  | 656.2          |
| 2912                                                        | A-1073              | BBB AND C 40                  | 649.9          |
| 2913                                                        | A-1074              | BBB AND C 50                  | 647            |
| 2976                                                        | A-1120              | BBB AND C 38                  | 330            |
| 3089                                                        | A-1198              | J E POOLE 38                  | 321.9          |
| 3234                                                        | A-1327              | BBB AND C 23                  | 471.7          |
| 40973                                                       | A-44                | BBB AND C 41                  | 274.3          |
| 40974                                                       | A-47                | BBB AND C 47                  | 476.4          |
| 40975                                                       | A-56                | BBB AND C 65                  | 387            |
| 40976                                                       | A-64                | BBB AND C 81                  | 225.8          |
| 40977                                                       | A-71                | BBB AND C 95                  | 4              |
| 40977                                                       | A-71                | BBB AND C 95                  | 4              |
| 40978                                                       | A-1059              | BBB AND C 22                  | 334.4          |
| 40979                                                       | A-1061              | BBB AND C 24                  | 467.1          |
| 40980                                                       | A-1072              | BBB AND C 48                  | 635.8          |
| 40983                                                       | A-1126              | B H WISDOM 46                 | 152            |
| 40984                                                       | A-1238              | E P SWENSON 82                | 456            |
| 40984                                                       | A-1238              | E P SWENSON 82                | 456            |
| 40985                                                       | A-1239              | E P SWENSON 80                | 99.5           |
| 40986                                                       | A-1328              | BBB AND CC 25                 | 391.1          |
| 1210                                                        | A-38                | BBB AND C 19                  | 665            |

**Exhibit A to Order Designating Throckmorton County Reinvestment Zone 2020-2**  
**Page 2 of 5 Pages of Exhibit A**

| <b>Appraisal District<br/>Parcel Identification<br/>No.</b> | <b>Abstract No.</b> | <b>Survey and Section No.</b> | <b>Acreage</b> |
|-------------------------------------------------------------|---------------------|-------------------------------|----------------|
| 1219                                                        | A-44                | BBB AND C 41                  | 374.4          |
| 1220                                                        | A-45                | BBB AND C 43                  | 645.5          |
| 1221                                                        | A-46                | BBB AND C 45                  | 641.3          |
| 1222                                                        | A-47                | BBB AND C 47                  | 164.9          |
| 1231                                                        | A-56                | BBB AND C 65                  | 267            |
| 1232                                                        | A-57                | BBB AND C 67                  | 648.1          |
| 1233                                                        | A-58                | BBB AND C 69                  | 651.5          |
| 1237                                                        | A-61                | BBB AND C 75                  | 97.1           |
| 1238                                                        | A-62                | BBB AND C 77                  | 647.6          |
| 1239                                                        | A-63                | BBB AND C 79                  | 645.3          |
| 1240                                                        | A-64                | BBB AND C 81                  | 431.8          |
| 1248                                                        | A-71                | BBB AND C 95                  | 643.3          |
| 1249                                                        | A-72                | BBB AND C 97                  | 645            |
| 1250                                                        | A-73                | BBB AND C 99                  | 642.7          |
| 1252                                                        | A-74                | BBB AND C 101                 | 152            |
| 1259                                                        | A-80                | BBB AND C 113                 | 620.2          |
| 1260                                                        | A-81                | BBB AND C 115                 | 646.4          |
| 1261                                                        | A-81                | BBB AND C 115                 | 2              |
| 1262                                                        | A-82                | BBB AND C 117                 | 649.7          |
| 1276                                                        | A-89                | BBB AND C 131                 | 643            |
| 1278                                                        | A-90                | BBB AND C 133                 | 293            |
| 1279                                                        | A-90                | BBB AND C 133                 | 10             |
| 1290                                                        | A-100               | BBB AND C 153                 | 36             |
| 1292                                                        | A-101               | BBB AND C 155                 | 449            |
| 2621                                                        | A-900               | BBB AND C 116                 | 645            |



**Exhibit A to Order Designating Throckmorton County Reinvestment Zone 2020-2**  
**Page 3 of 5 Pages of Exhibit A**

| <b>Appraisal District<br/>Parcel Identification<br/>No.</b> | <b>Abstract No.</b> | <b>Survey and Section No.</b> | <b>Acreage</b> |
|-------------------------------------------------------------|---------------------|-------------------------------|----------------|
| 2639                                                        | A-910               | SJ SWENSON 132                | 515.9          |
| 2666                                                        | A-930               | GC AND SF 5                   | 607.83         |
| 2793                                                        | A-1013              | BBB AND C 44                  | 658.1          |
| 2797                                                        | A-1016              | BBB AND C 112                 | 162.5          |
| 2800                                                        | A-1018              | BBB AND C 76                  | 608.2          |
| 2802                                                        | A-1019              | BBB AND C 70                  | 460.4          |
| 2879                                                        | A-1057              | BBB AND C 130                 | 645.9          |
| 2881                                                        | A-1059              | BBB AND C 22                  | 140.2          |
| 2910                                                        | A-1071              | BBB AND C 66                  | 653            |
| 2911                                                        | A-1072              | BBB AND C 48                  | 7.2            |
| 2943                                                        | A-1101              | W T SWAGERTY 154              | 269.5          |
| 2986                                                        | A-1124              | B H WISDOM 42                 | 647.4          |
| 2989                                                        | A-1126              | B H WISDOM 46                 | 489.3          |
| 2990                                                        | A-1127              | B H WISDOM 78                 | 645.1          |
| 2991                                                        | A-1128              | J A WETHERBEE 114             | 648.3          |
| 3016                                                        | A-1142              | JACK BUTLER 100               | 618.4          |
| 3054                                                        | A-1165              | R S EDSALL 18                 | 148.3          |
| 3099                                                        | A-1209              | JC THOMAS 134                 | 173.5          |
| 3130                                                        | A-1231              | A F MORRIS 98                 | 642            |
| 3131                                                        | A-1232              | A F MORRIS 68                 | 643.8          |
| 3132                                                        | A-1233              | A F MORRIS 20                 | 480            |
| 3143                                                        | A-1237              | EP SWENSON 96                 | 643            |
| 3144                                                        | A-1238              | EP SWENSON 82                 | 196.5          |
| 3145                                                        | A-1239              | EP SWENSON 80                 | 550.3          |
| 3152                                                        | A-1245              | JOHN L WELLS 6                | 183.6          |

**Exhibit A to Order Designating Throckmorton County Reinvestment Zone 2020-2**  
**Page 4 of 5 Pages of Exhibit A**

| <b>Appraisal District<br/>Parcel Identification<br/>No.</b> | <b>Abstract No.</b> | <b>Survey and Section No.</b> | <b>Acreage</b> |
|-------------------------------------------------------------|---------------------|-------------------------------|----------------|
| 3162                                                        | A-1254              | R M IRICK 8                   | 279.6          |
| 3233                                                        | A-1326              | BBB AND C 21                  | 476.5          |
| 1158                                                        | A-3                 | AB AND M 21                   | 33.2           |
| 1212                                                        | A-40                | BBB AND C 33                  | 640            |
| 1226                                                        | A-51                | BBB AND C 55                  | 640            |
| 1227                                                        | A-52                | BBB AND C 57                  | 640            |
| 1243                                                        | A-67                | BBB AND C 87                  | 640            |
| 2612                                                        | A-888               | AB AND M 10                   | 320            |
| 2614                                                        | A-893               | BBB AND C 56                  | 160            |
| 2618                                                        | A-896               | BBB AND C 32                  | 320            |
| 2774                                                        | A-1002              | BBB AND C 90                  | 640            |
| 2778                                                        | A-1004              | BBB AND C 122                 | 640            |
| 2867                                                        | A-1046              | BBB AND C 30                  | 481            |
| 2875                                                        | A-1053              | BBB AND C 58                  | 640            |
| 2932                                                        | A-1092              | AB AND M 22                   | 640            |
| 3107                                                        | A-1213              | M BECKNELL                    | 56.7           |
| 3114                                                        | A-1219              | W B HARDIN 2                  | 80             |
| 3238                                                        | A-1330              | BBB AND C 31                  | 475            |
| 3239                                                        | A-1331              | C AND M RR 1                  | 469            |
| 3274                                                        | A-1364              | BBB AND C 56                  | 480            |
| 3275                                                        | A-1365              | BBB AND C 32                  | 320            |
| 3311                                                        | A-1398              | AB AND M 10                   | 319            |
| 3343                                                        | A-1416              | C AND M 2                     | 63             |
| 1228                                                        | A-53                | BBB AND C 59                  | 640            |
| 1229                                                        | A-54                | BBB AND C 61                  | 640            |



**Exhibit A to Order Designating Throckmorton County Reinvestment Zone 2020-2**  
**Page 5 of 5 Pages of Exhibit A**

| <b>Appraisal District<br/>Parcel Identification<br/>No.</b> | <b>Abstract No.</b> | <b>Survey and Section No.</b> | <b>Acreage</b> |
|-------------------------------------------------------------|---------------------|-------------------------------|----------------|
| 1241                                                        | A-65                | BBB AND C 83                  | 640            |
| 1242                                                        | A-66                | BBB AND CRR 85                | 640            |
| 1246                                                        | A-69                | BBB AND C 91                  | 640            |
| 1247                                                        | A-70                | BBB AND C 93                  | 640            |
| 1263                                                        | A-83                | BBB AND C 119                 | 640            |
| 1264                                                        | A-84                | BBB AND C 121                 | 640            |
| 2876                                                        | A-1054              | A N JEFFERIES 60              | 640            |
| 2877                                                        | A-1055              | A N JEFFERIES 62              | 640            |
| 2890                                                        | A-1063              | B F MERRY 84 BBB AND C        | 640            |
| 2891                                                        | A-1064              | B F MERRY 92 BBB AND C        | 640            |
| 2892                                                        | A-1065              | B F MERRY 94 BBB AND C        | 640            |
| 2893                                                        | A-1066              | B F MERRY 118 BBC             | 640            |
| 2894                                                        | A-1067              | B F MERRY 120 BB AND C        | 640            |
| 2928                                                        | A-1089              | B F MERRY 86 BBB AND C        | 640            |

EXHIBIT C to  
Tax Abatement Agreement between Throckmorton County, Texas  
and King Creek Wind Farm, LLC

Improvement Map and Vicinity Map

Consisting of 2 pages exclusive of this cover page.



Source: EDF, USCB, Ventyx | G:\Projects\USA\_South\King\_Creek\05 GIS\052 MapDoc\Tax\_Abatement\_Throckmorton\_1473\_Improvements\_Map\_v12\_KC1\_20200706.mxd | Last Updated 7/6/2020 by Brandon McNulty


Haskell County


HASKELL


Throckmorton  
County


Boys Creek Rd


State Hwy 222


 County Border


 Throckmorton ISD


 Reinvestment Zone


 Project Boundary


 Wind Turbine (20)

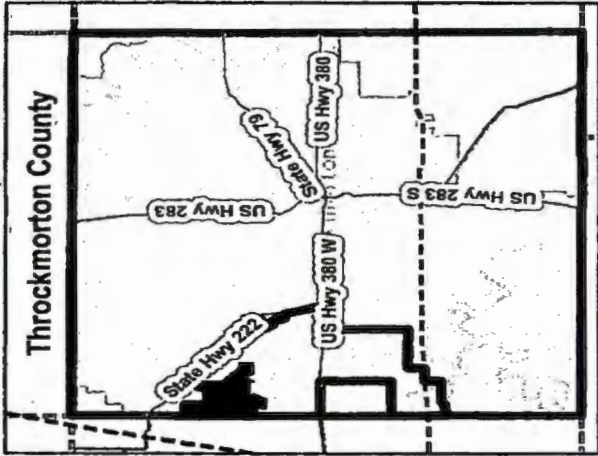
 Project Substation


 Generator 715-kV Line to North Point of Interconnection (POI) 3.0 miles within Project Boundary 1472

 Highway


 Oklahoma - Mulberry Creek 345 kV (ABP)


 Willamcrest - Clear Crossing 345 kV (Oncoz ED)



 County Boundary

 Throckmorton County

 Throckmorton ISD

 Reinvestment Zone

 Project Boundary

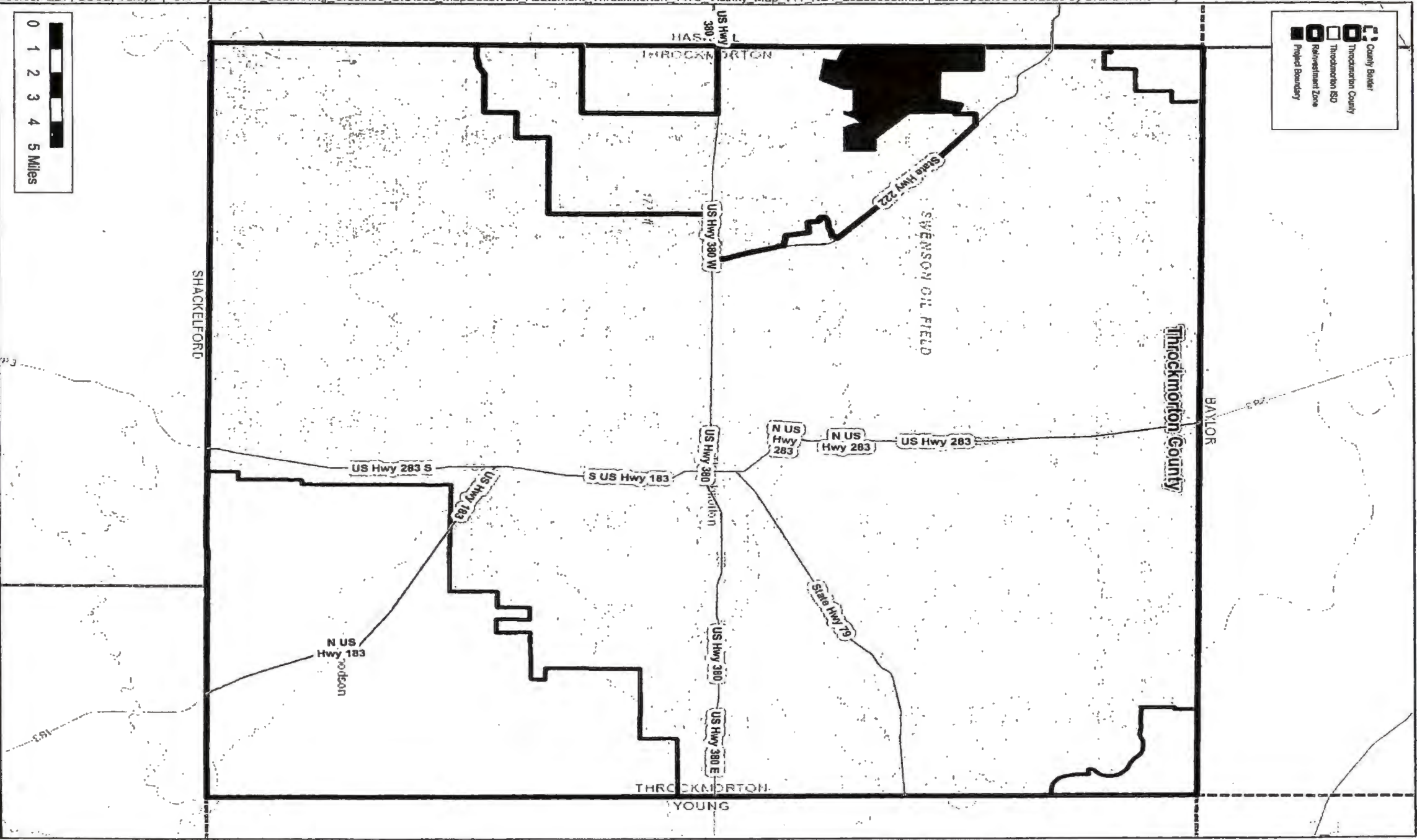




EXHIBIT D to

Tax Abatement Agreement between Throckmorton County, Texas  
and King Creek Wind Farm, LLC

Order Designating Throckmorton County Reinvestment Zone 2020-2

Consisting of 19 pages exclusive of this cover page.

**ORDER OF THE COMMISSIONERS COURT OF THROCKMORTON COUNTY  
DESIGNATING THE**

**THROCKMORTON COUNTY REINVESTMENT ZONE NO. 2020-2**

**AND MAKING CERTAIN FINDINGS OF FACT AND ENTERING CERTAIN  
CONCLUSIONS OF LAW**

**July 13, 2020**

**Recitals:**

A. On June 22, 2020 the Commissioners Court of Throckmorton County, Texas (the "Commissioners Court") adopted an order electing to participate in tax abatement pursuant to the Texas Property Redevelopment and Tax Abatement Act (Chapter 312, Texas Tax Code, referred to herein as the "Act").

B. On June 22, 2020 the Commissioners Court held a public hearing on the adoption of Tax Abatement Guidelines and Criteria governing any tax abatement agreement that may be entered into by the County and, following that public hearing, the Commissioners Court adopted Tax Abatement Guidelines and Criteria for Throckmorton County, Texas.

C. On July 13, 2020 the Commissioners Court held a public hearing in the Commissioners Courtroom located at 105 North Minter, Throckmorton, Texas on the advisability of designating those tracts of land located in Throckmorton County, Texas which are described in Exhibit A to this order (herein referred to as the "Subject Lands") as a reinvestment zone under the Act.

D. Notice of the July 13, 2020 public hearing was published on June 26, 2020 in The Throckmorton Tribune, a newspaper of general circulation in the area where the Subject Lands are located, as shown by the publishers affidavit and clipping from said newspaper which is attached to this order as Exhibit B and said date of publication was not later than the seventh day before the date of the July 13, 2020 public hearing.

E. Notice of this public hearing was also delivered in writing, via certified mail, return receipt requested, to the presiding officer of the Board of Trustees of the Throckmorton Collegiate Independent School District, which is the only taxing unit, other than Throckmorton County, that includes the Subject Lands in their boundaries. Said notice was sent more than seven days prior to the date of said hearing. A true copy of the notice together with copies of the return receipt is attached as Exhibit C to this order.

F. Based upon the information available to it, including information presented to it at the public hearing referred to above and at prior meetings of the Commissioners Court, the Commissioners Court has determined, and hereby finds and concludes:



(1) that the erection of wind powered electric generating facilities on the Subject Lands is feasible and practical and would be a benefit to the Subject Lands and Throckmorton County, Texas during the course of, and after the expiration of, a tax abatement agreement between Throckmorton County and the developer of a wind energy project pursuant to the Act to be located on the Subject Lands.

(2) that the designation of the Subject Lands as a reinvestment zone will attract major investment in the zone that will be a benefit to the Subject Lands and will contribute to the economic development of Throckmorton County, Texas;

(3) that the designation of the Subject Lands as a reinvestment zone is consistent with Throckmorton County's Tax Abatement Guidelines and Criteria heretofore approved by the Commissioners Court on this date;

(4) that this order was approved by a majority of the Commissioners Court at a meeting held on the date set forth below, which meeting was open to the public, preceded by proper notice, as required by Chapter 551 of the Texas Government Code (the Open Meetings Act) and the Act, and at which a quorum of the members of the Commissioners Court were present;

(5) that the action of the Commissioners Court in approving this order followed the public hearing on the advisability of designating the Subject Lands as a reinvestment zone referred to above at which all persons desiring to speak on the subject were allowed to do so;

(6) that all recitals set forth above are hereby adopted as additional findings of fact and conclusions of law by the Commissioners Court; and

(7) that the following orders should be entered:

IT IS ORDERED, BY THE COMMISSIONERS COURT OF THROCKMORTON COUNTY, TEXAS:

1. That the Subject Lands, located in Throckmorton County, Texas be, and the Subject Lands are, hereby designated as the Throckmorton County Reinvestment Zone 2020-2 and are hereby declared eligible for property tax abatement as authorized by the Act and Throckmorton County's Tax Abatement Guidelines and Criteria.

2. That the foregoing designation shall be effective for a period of five years from the date of this order; provided that such designation may be renewed by appropriate action of the Commissioners Court at a future date.

3. All of the exhibits to this order are incorporated herein by reference.

PASSED AND APPROVED by a vote of the Commissioners Court of Throckmorton County, Texas on July 13, 2020.

  
Trey Carrington, County Judge

ATTEST:

Dianna Moore, County Clerk .

By Dianna Moore



# EXHIBIT -A-

| County       | Parcel ID | Legal Acreage | Legal Description1  | Legal Description2    |
|--------------|-----------|---------------|---------------------|-----------------------|
| Throckmorton | 1158      | 33.2          | A-3 AB AND M 21     |                       |
| Throckmorton | 1210      | 665           | A-38 BBB AND C 19   | -TLC-                 |
| Throckmorton | 1211      | 486           | A-39 BBB AND C 29   |                       |
| Throckmorton | 1212      | 640           | A-40 BBB AND C 33   | CR 432                |
| Throckmorton | 1213      | 640           | A-41 BBB AND C 35   |                       |
| Throckmorton | 1214      | 320           | A-42 BBB AND C 37   |                       |
| Throckmorton | 1215      | 120           | A-42 BBB AND C 37   |                       |
| Throckmorton | 1216      | 197           | A-42 BBB AND C 37   |                       |
| Throckmorton | 1217      | 3             | A-42 BBB AND C 37   |                       |
| Throckmorton | 1218      | 647.2         | A-43 BBB AND C 39   |                       |
| Throckmorton | 1219      | 374.4         | A-44 BBB AND C 41   | -TLC-                 |
| Throckmorton | 1220      | 645.5         | A-45 BBB AND C 43   | -TLC-                 |
| Throckmorton | 1221      | 641.3         | A-46 BBB AND C 45   | -TLC-                 |
| Throckmorton | 1222      | 164.9         | A-47 BBB AND C 47   | -TLC-                 |
| Throckmorton | 1223      | 646.9         | A-48 BBB AND C 49   |                       |
| Throckmorton | 1224      | 640           | A-49 BBB AND C 51   |                       |
| Throckmorton | 1225      | 640           | A-50 BBB AND C 53   |                       |
| Throckmorton | 1226      | 640           | A-51 BBB AND C 55   |                       |
| Throckmorton | 1227      | 640           | A-52 BBB AND C 57   | COFFEE                |
| Throckmorton | 1228      | 640           | A-53 BBB AND C 59   | COMMANCHE CREST       |
| Throckmorton | 1229      | 640           | A-54 BBB AND C 61   | COMMANCHE CREST RANCH |
| Throckmorton | 1230      | 661.7         | A-55 BBB AND C 63   |                       |
| Throckmorton | 1230      | 661.7         | A-55 BBB AND C 63   |                       |
| Throckmorton | 1231      | 267           | A-56 BBB AND C 65   | -TLC-                 |
| Throckmorton | 1232      | 648.1         | A-57 BBB AND C 67   | -TLC-                 |
| Throckmorton | 1233      | 651.5         | A-58 BBB AND C 69   | -TLC-                 |
| Throckmorton | 1237      | 97.1          | A-61 BBB AND C 75   | -TLC-                 |
| Throckmorton | 1238      | 647.6         | A-62 BBB AND C 77   | -TLC-                 |
| Throckmorton | 1239      | 645.3         | A-63 BBB AND C 79   | -TLC-                 |
| Throckmorton | 1240      | 431.8         | A-64 BBB AND C 81   | -TLC-                 |
| Throckmorton | 1241      | 640           | A-65 BBB AND C 83   | COMMANCHE CREST RANCH |
| Throckmorton | 1242      | 640           | A-66 BBB AND CRR 85 | COMMANCHE CREST RANCH |
| Throckmorton | 1243      | 640           | A-67 BBB AND C 87   |                       |
| Throckmorton | 1246      | 640           | A-69 BBB AND C 91   | COMMANCHE CREST RANCH |
| Throckmorton | 1247      | 640           | A-70 BBB AND C 93   | COMMANCHE CREST RANCH |
| Throckmorton | 1248      | 643.3         | A-71 BBB AND C 95   | -TLC-                 |
| Throckmorton | 1249      | 645           | A-72 BBB AND C 97   | -TLC-                 |
| Throckmorton | 1250      | 642.7         | A-73 BBB AND C 99   | -TLC-                 |
| Throckmorton | 1252      | 152           | A-74 BBB AND C 101  | -TLC-                 |
| Throckmorton | 1259      | 620.2         | A-80 BBB AND C 113  | -TLC-                 |
| Throckmorton | 1260      | 646.4         | A-81 BBB AND C 115  | -TLC-                 |
| Throckmorton | 1261      | 2             | A-81 BBB AND C 115  | #NAME?                |
| Throckmorton | 1262      | 649.7         | A-82 BBB AND C 117  | -TLC-                 |
| Throckmorton | 1263      | 640           | A-83 BBB AND C 119  | COMMANCHE CREST RANCH |
| Throckmorton | 1264      | 640           | A-84 BBB AND C 121  | COMMANCHE CREST RANCH |
| Throckmorton | 1276      | 643           | A-89 BBB AND C 131  | -TLC-                 |
| Throckmorton | 1278      | 293           | A-90 BBB AND C 133  | -TLC-                 |



# EXHIBIT -A-

| County       | Parcel ID | Legal Acreage | Legal Description1            | Legal Description2     |
|--------------|-----------|---------------|-------------------------------|------------------------|
| Throckmorton | 1279      | 10            | A-90 BBB AND C 133            | IMPROVEMENT- HERNANDEZ |
| Throckmorton | 1290      | 36            | A-100 BBB AND C 153           | -TLC-                  |
| Throckmorton | 1292      | 449           | A-101 BBB AND C 155           | -TLC-                  |
| Throckmorton | 2612      | 320           | A-888 AB AND M 10             | CAMPBELL W/2           |
| Throckmorton | 2614      | 160           | A-893 BBB AND C 56            | SW/4 GENTRY            |
| Throckmorton | 2618      | 320           | A-896 BBB AND C 32            | N/2                    |
| Throckmorton | 2621      | 645           | A-900 BBB AND C 116           | DANIEL J KERR          |
| Throckmorton | 2639      | 515.9         | A-910 SJ SWENSON 132          | -TLC-                  |
| Throckmorton | 2666      | 607.83        | A-930 GC AND SF 5             | -TLC-                  |
| Throckmorton | 2774      | 640           | A-1002 BBB AND C 90           | REYNOLDS               |
| Throckmorton | 2778      | 640           | A-1004 BBB AND C 122          | B F REYNOLDS           |
| Throckmorton | 2793      | 658.1         | A-1013 BBB AND C 44           | MILLIE RHOMBERG        |
| Throckmorton | 2797      | 162.5         | A-1016 BBB AND C 112          | L RHOMBERG             |
| Throckmorton | 2800      | 608.2         | A-1018 BBB AND C 76           | JA RHOMBERG            |
| Throckmorton | 2802      | 460.4         | A-1019 BBB AND C 70           | JA RHOMBERG            |
| Throckmorton | 2864      | 247.5         | A-1044 D C CAMPBELL 26        |                        |
| Throckmorton | 2865      | 260.5         | A-1044 D C CAMPBELL 26        |                        |
| Throckmorton | 2866      | 490           | A-1045 BBB AND C 28           |                        |
| Throckmorton | 2867      | 481           | A-1046 BBB AND C 30           | E PT CAMPBELL          |
| Throckmorton | 2868      | 640           | A-1047 BBB AND C 34           |                        |
| Throckmorton | 2872      | 640           | A-1050 BBB AND C 36           |                        |
| Throckmorton | 2873      | 640           | A-1051 BBB AND C 52           |                        |
| Throckmorton | 2874      | 640           | A-1052 BBB AND C 54           |                        |
| Throckmorton | 2875      | 640           | A-1053 BBB AND C 58           | JEFFRIES               |
| Throckmorton | 2876      | 640           | A-1054 A N JEFFERIES 60       | ROBBIE D JOHNSON       |
| Throckmorton | 2877      | 640           | A-1055 A N JEFFERIES 62       | COMMANCHE CREST RANCH  |
| Throckmorton | 2879      | 645.9         | A-1057 BBB AND C 130          | A B KING               |
| Throckmorton | 2881      | 140.2         | A-1059 BBB AND C 22           | JA MATTHEWS            |
| Throckmorton | 2882      | 656.2         | A-1060 BBB AND C 64           | JA MATTHEWS            |
| Throckmorton | 2890      | 640           | A-1063 B F MERRY 84 BBB AND C | COMMANCHE CREST RANCH  |
| Throckmorton | 2891      | 640           | A-1064 B F MERRY 92 BBB AND C | COMMANCHE CREST RANCH  |
| Throckmorton | 2892      | 640           | A-1065 B F MERRY 94 BBB AND C | COMMANCHE CREST RANCH  |
| Throckmorton | 2893      | 640           | A-1066 B F MERRY 118 BBC      | COMMANCHE CREST RANCH  |
| Throckmorton | 2894      | 640           | A-1067 B F MERRY 120 BB AND C | COMMANCHE CREST RANCH  |
| Throckmorton | 2910      | 653           | A-1071 BBB AND C 66           | JE POOLE               |
| Throckmorton | 2911      | 7.2           | A-1072 BBB AND C 48           | J E POOLE              |
| Throckmorton | 2912      | 649.9         | A-1073 BBB AND C 40           | JE POOLE               |
| Throckmorton | 2913      | 647           | A-1074 BBB AND C 50           | JE POOLE               |
| Throckmorton | 2913      | 647           | A-1074 BBB AND C 50           | JE POOLE               |
| Throckmorton | 2928      | 640           | A-1089 B F MERRY 86 BBB AND C | COMMANCHE CREST RANCH  |
| Throckmorton | 2932      | 640           | A-1092 AB AND M 22            | W D REYNOLDS           |
| Throckmorton | 2943      | 269.5         | A-1101 W T SWAGERTY 154       | -TLC-                  |
| Throckmorton | 2976      | 330           | A-1120 BBB AND C 38           | S/2 JOHN SAUER         |
| Throckmorton | 2976      | 330           | A-1120 BBB AND C 38           | S/2 JOHN SAUER         |
| Throckmorton | 2986      | 647.4         | A-1124 B H WISDOM 42          | -TLC-                  |
| Throckmorton | 2989      | 489.3         | A-1126 B H WISDOM 46          | -TLC-                  |
| Throckmorton | 2990      | 645.1         | A-1127 B H WISDOM 78          | -TLC-                  |



# EXHIBIT -A-

| County       | Parcel ID | Legal Acreage | Legal Description1       | Legal Description2 |
|--------------|-----------|---------------|--------------------------|--------------------|
| Throckmorton | 2991      | 648.3         | A-1128 J A WETHERBEE 114 | -TLC-              |
| Throckmorton | 3016      | 618.4         | A-1142 JACK BUTLER 100   | -TLC-              |
| Throckmorton | 3054      | 148.3         | A-1165 R S EDSALL 18     | -TLC-              |
| Throckmorton | 3089      | 321.9         | A-1198 J E POOLE 38      | N/2                |
| Throckmorton | 3099      | 173.5         | A-1209 J C THOMAS 134    | -TLC-              |
| Throckmorton | 3107      | 56.7          | A-1213 M BECKNELL        | N PT               |
| Throckmorton | 3114      | 80            | A-1219 W B HARDIN 2      |                    |
| Throckmorton | 3130      | 642           | A-1231 A F MORRIS 98     | -TLC-              |
| Throckmorton | 3131      | 643.8         | A-1232 A F MORRIS 68     | -TLC-              |
| Throckmorton | 3132      | 480           | A-1233 A F MORRIS 20     | -TLC-              |
| Throckmorton | 3143      | 643           | A-1237 EP SWENSON 96     | -TLC-              |
| Throckmorton | 3144      | 196.5         | A-1238 EP SWENSON 82     | -TLC-              |
| Throckmorton | 3145      | 550.3         | A-1239 EP SWENSON 80     | -TLC-              |
| Throckmorton | 3152      | 183.6         | A-1245 JOHN L WELLS 6    | -TLC-              |
| Throckmorton | 3162      | 279.6         | A-1254 R M IRICK 8       | -TLC-              |
| Throckmorton | 3233      | 476.5         | A-1326 BBB AND C 21      | -TLC-              |
| Throckmorton | 3234      | 471.7         | A-1327 BBB AND C 23      |                    |
| Throckmorton | 3235      | 81.41         | A-1328 BBB AND C 25      |                    |
| Throckmorton | 3237      | 495           | A-1329 BBB AND C 27      |                    |
| Throckmorton | 3238      | 475           | A-1330 BBB AND C 31      | E PT               |
| Throckmorton | 3239      | 469           | A-1331 C AND M RR 1      | E PT               |
| Throckmorton | 3274      | 480           | A-1364 BBB AND C 56      | E/2 COFFEE         |
| Throckmorton | 3275      | 320           | A-1365 BBB AND C 32      | S/2                |
| Throckmorton | 3310      | 1             | A-1398 2 10 WILLIAMSON   | E/2 AB AND M       |
| Throckmorton | 3311      | 319           | A-1398 AB AND M 10       | E/2 G B WILLIAMSON |
| Throckmorton | 3343      | 63            | A-1416 C AND M 2         | E PT WILLIAMSON    |
| Throckmorton | 40973     | 274.3         | A-44 BBB AND C 41        |                    |
| Throckmorton | 40974     | 476.4         | A-47 BBB AND C 47        |                    |
| Throckmorton | 40975     | 387           | A-56 BBB AND C 65        |                    |
| Throckmorton | 40976     | 225.8         | A-64 BBB AND C 81        |                    |
| Throckmorton | 40977     | 4             | A-71 BBB AND C 95        |                    |
| Throckmorton | 40977     | 4             | A-71 BBB AND C 95        |                    |
| Throckmorton | 40978     | 334.4         | A-1059 BBB AND C 22      | J A MATTHEWS       |
| Throckmorton | 40979     | 467.1         | A-1061 BBB AND C 24      |                    |
| Throckmorton | 40980     | 635.8         | A-1072 BBB AND C 48      | J E POOLE          |
| Throckmorton | 40983     | 152           | A-1126 B H WISDOM 46     |                    |
| Throckmorton | 40984     | 456           | A-1238 E P SWENSON 82    |                    |
| Throckmorton | 40984     | 456           | A-1238 E P SWENSON 82    |                    |
| Throckmorton | 40985     | 99.5          | A-1239 E P SWENSON 80    |                    |
| Throckmorton | 40986     | 391.1         | A-1328 BBB AND CC 25     |                    |

**EXHIBIT B to**  
**Order Designating the Throckmorton County Reinvestment Zone 2020-2**  
**Published Notice of Public Hearing**

**Consisting of 3 pages exclusive of this cover page.**



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# **JAY A. CANTRELL**

*A Professional Corporation*

**ATTORNEY AT LAW**

Telephone: (940) 766-3305  
Fax No. (940) 322-3462

807 Eighth Street, Suite 810  
Wichita Falls, Texas 76301-3319

email: jay@jaycantrell.com

June 17, 2020

**Sent Via Certified Mail, Return Receipt Requested:**

Ms. Kathy Thorp, President  
Board of Trustees  
Throckmorton Collegiate Independent School District  
210 College Street  
Throckmorton, Texas 76483

Re: Notice of public hearing by Commissioners Court of Throckmorton County,  
Texas on Designation of the Throckmorton County Reinvestment Zone  
2020-2.

Dear Ms. Thorp:

As indicated previously, I represent the Throckmorton County Commissioners in connection with this matter.

A public hearing has been rescheduled before the Commissioners Court of Throckmorton County beginning at 9:00 a.m. on July 13, 2020 in the Commissioners Courtroom located at 105 N. Minter Street, Throckmorton, Texas at which the Commissioners Court will consider the advisability of designating certain tracts of land set forth in Exhibit A to this letter as the Throckmorton County Reinvestment Zone 2020-2. The tracts of land are described by appraisal district identification number, abstract numbers, survey and section or block numbers and acreage on Exhibit A.

Following the public hearing the Commissioners Court will take action on whether to designation those tracts as a reinvestment zone. This action is being taken at the request of the lessee of these tracts who anticipates building a wind energy project on the tracts they have leased.

If you have any questions on this matter, please do not hesitate to contact me or Judge Carrington.

VOL 22 PG 412

Jay Central  
WK 6

## Affidavit of Publisher

**The State of Texas**  
**County of Throckmorton**

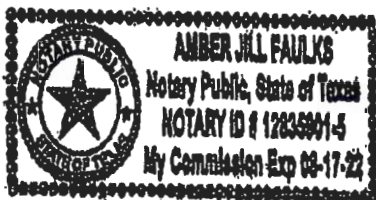
Before me, the undersigned authority, on this day personally appeared Callie Metler-Smith, who being by me duly sworn, on her oath deposes and says that she is publisher of the *Throckmorton Tribune* newspaper of general circulation published in said County; that said newspaper is continuously and regularly distributed in Throckmorton County, that a copy of the within and foregoing notice was published in said newspaper, such publication being on the following dates June 26, 2020, newspaper copies of which are hereto attached.

Callie Metler-Smith

Callie Metler-Smith  
Publisher

Sworn to and subscribed before me, this 1<sup>st</sup> day of July 2020

Amber Jill Faulks





**EXHIBIT C to**  
**Order Designating the Throckmorton County Reinvestment Zone 2020-2**  
**Notice to Throckmorton Collegiate Independent School District**

**Consisting of 8 pages exclusive of this cover page.**





**Exhibit A to Order Designating Throckmorton County Reinvestment Zone 2020-2**  
**Page 1 of 5 Pages of Exhibit A**

| <b>Appraisal District<br/>Parcel Identification<br/>No.</b> | <b>Abstract No.</b> | <b>Survey and Section No.</b> | <b>Acreage</b> |
|-------------------------------------------------------------|---------------------|-------------------------------|----------------|
| 1218                                                        | A-43                | BBB AND C 39                  | 647.2          |
| 1223                                                        | A-48                | BBB AND C 49                  | 646.9          |
| 1230                                                        | A-55                | BBB AND C 63                  | 661.7          |
| 1230                                                        | A-55                | BBB AND C 63                  | 661.7          |
| 2882                                                        | A-1060              | BBB AND C 64                  | 656.2          |
| 2912                                                        | A-1073              | BBB AND C 40                  | 649.9          |
| 2913                                                        | A-1074              | BBB AND C 50                  | 647            |
| 2976                                                        | A-1120              | BBB AND C 38                  | 330            |
| 3089                                                        | A-1198              | J E POOLE 38                  | 321.9          |
| 3234                                                        | A-1327              | BBB AND C 23                  | 471.7          |
| 40973                                                       | A-44                | BBB AND C 41                  | 274.3          |
| 40974                                                       | A-47                | BBB AND C 47                  | 476.4          |
| 40975                                                       | A-56                | BBB AND C 65                  | 387            |
| 40976                                                       | A-64                | BBB AND C 81                  | 225.8          |
| 40977                                                       | A-71                | BBB AND C 95                  | 4              |
| 40977                                                       | A-71                | BBB AND C 95                  | 4              |
| 40978                                                       | A-1059              | BBB AND C 22                  | 334.4          |
| 40979                                                       | A-1061              | BBB AND C 24                  | 467.1          |
| 40980                                                       | A-1072              | BBB AND C 48                  | 635.8          |
| 40983                                                       | A-1126              | B H WISDOM 46                 | 152            |
| 40984                                                       | A-1238              | E P SWENSON 82                | 456            |
| 40984                                                       | A-1238              | E P SWENSON 82                | 456            |
| 40985                                                       | A-1239              | E P SWENSON 80                | 99.5           |
| 40986                                                       | A-1328              | BBB AND CC 25                 | 391.1          |
| 1210                                                        | A-38                | BBB AND C 19                  | 665            |

**Exhibit A to Order Designating Throckmorton County Reinvestment Zone 2020-2**  
**Page 2 of 5 Pages of Exhibit A**

| <b>Appraisal District<br/>Parcel Identification<br/>No.</b> | <b>Abstract No.</b> | <b>Survey and Section No.</b> | <b>Acreage</b> |
|-------------------------------------------------------------|---------------------|-------------------------------|----------------|
| 1219                                                        | A-44                | BBB AND C 41                  | 374.4          |
| 1220                                                        | A-45                | BBB AND C 43                  | 645.5          |
| 1221                                                        | A-46                | BBB AND C 45                  | 641.3          |
| 1222                                                        | A-47                | BBB AND C 47                  | 164.9          |
| 1231                                                        | A-56                | BBB AND C 65                  | 267            |
| 1232                                                        | A-57                | BBB AND C 67                  | 648.1          |
| 1233                                                        | A-58                | BBB AND C 69                  | 651.5          |
| 1237                                                        | A-61                | BBB AND C 75                  | 97.1           |
| 1238                                                        | A-62                | BBB AND C 77                  | 647.6          |
| 1239                                                        | A-63                | BBB AND C 79                  | 645.3          |
| 1240                                                        | A-64                | BBB AND C 81                  | 431.8          |
| 1248                                                        | A-71                | BBB AND C 95                  | 643.3          |
| 1249                                                        | A-72                | BBB AND C 97                  | 645            |
| 1250                                                        | A-73                | BBB AND C 99                  | 642.7          |
| 1252                                                        | A-74                | BBB AND C 101                 | 152            |
| 1259                                                        | A-80                | BBB AND C 113                 | 620.2          |
| 1260                                                        | A-81                | BBB AND C 115                 | 646.4          |
| 1261                                                        | A-81                | BBB AND C 115                 | 2              |
| 1262                                                        | A-82                | BBB AND C 117                 | 649.7          |
| 1276                                                        | A-89                | BBB AND C 131                 | 643            |
| 1278                                                        | A-90                | BBB AND C 133                 | 293            |
| 1279                                                        | A-90                | BBB AND C 133                 | 10             |
| 1290                                                        | A-100               | BBB AND C 153                 | 36             |
| 1292                                                        | A-101               | BBB AND C 155                 | 449            |
| 2621                                                        | A-900               | BBB AND C 116                 | 645            |



**Exhibit A to Order Designating Throckmorton County Reinvestment Zone 2020-2**  
**Page 3 of 5 Pages of Exhibit A**

| <b>Appraisal District<br/>Parcel Identification<br/>No.</b> | <b>Abstract No.</b> | <b>Survey and Section No.</b> | <b>Acreage</b> |
|-------------------------------------------------------------|---------------------|-------------------------------|----------------|
| 2639                                                        | A-910               | SJ SWENSON 132                | 515.9          |
| 2666                                                        | A-930               | GC AND SF 5                   | 607.83         |
| 2793                                                        | A-1013              | BBB AND C 44                  | 658.1          |
| 2797                                                        | A-1016              | BBB AND C 112                 | 162.5          |
| 2800                                                        | A-1018              | BBB AND C 76                  | 608.2          |
| 2802                                                        | A-1019              | BBB AND C 70                  | 460.4          |
| 2879                                                        | A-1057              | BBB AND C 130                 | 645.9          |
| 2881                                                        | A-1059              | BBB AND C 22                  | 140.2          |
| 2910                                                        | A-1071              | BBB AND C 66                  | 653            |
| 2911                                                        | A-1072              | BBB AND C 48                  | 7.2            |
| 2943                                                        | A-1101              | W T SWAGERTY 154              | 269.5          |
| 2986                                                        | A-1124              | B H WISDOM 42                 | 647.4          |
| 2989                                                        | A-1126              | B H WISDOM 46                 | 489.3          |
| 2990                                                        | A-1127              | B H WISDOM 78                 | 645.1          |
| 2991                                                        | A-1128              | J A WETHERBEE 114             | 648.3          |
| 3016                                                        | A-1142              | JACK BUTLER 100               | 618.4          |
| 3054                                                        | A-1165              | R S EDSALL 18                 | 148.3          |
| 3099                                                        | A-1209              | JC THOMAS 134                 | 173.5          |
| 3130                                                        | A-1231              | A F MORRIS 98                 | 642            |
| 3131                                                        | A-1232              | A F MORRIS 68                 | 643.8          |
| 3132                                                        | A-1233              | A F MORRIS 20                 | 480            |
| 3143                                                        | A-1237              | EP SWENSON 96                 | 643            |
| 3144                                                        | A-1238              | EP SWENSON 82                 | 196.5          |
| 3145                                                        | A-1239              | EP SWENSON 80                 | 550.3          |
| 3152                                                        | A-1245              | JOHN L WELLS 6                | 183.6          |

**Exhibit A to Order Designating Throckmorton County Reinvestment Zone 2020-2**  
**Page 4 of 5 Pages of Exhibit A**

| <b>Appraisal District<br/>Parcel Identification<br/>No.</b> | <b>Abstract No.</b> | <b>Survey and Section No.</b> | <b>Acreage</b> |
|-------------------------------------------------------------|---------------------|-------------------------------|----------------|
| 3162                                                        | A-1254              | R M IRICK 8                   | 279.6          |
| 3233                                                        | A-1326              | BBB AND C 21                  | 476.5          |
| 1158                                                        | A-3                 | AB AND M 21                   | 33.2           |
| 1212                                                        | A-40                | BBB AND C 33                  | 640            |
| 1226                                                        | A-51                | BBB AND C 55                  | 640            |
| 1227                                                        | A-52                | BBB AND C 57                  | 640            |
| 1243                                                        | A-67                | BBB AND C 87                  | 640            |
| 2612                                                        | A-888               | AB AND M 10                   | 320            |
| 2614                                                        | A-893               | BBB AND C 56                  | 160            |
| 2618                                                        | A-896               | BBB AND C 32                  | 320            |
| 2774                                                        | A-1002              | BBB AND C 90                  | 640            |
| 2778                                                        | A-1004              | BBB AND C 122                 | 640            |
| 2867                                                        | A-1046              | BBB AND C 30                  | 481            |
| 2875                                                        | A-1053              | BBB AND C 58                  | 640            |
| 2932                                                        | A-1092              | AB AND M 22                   | 640            |
| 3107                                                        | A-1213              | M BECKNELL                    | 56.7           |
| 3114                                                        | A-1219              | W B HARDIN 2                  | 80             |
| 3238                                                        | A-1330              | BBB AND C 31                  | 475            |
| 3239                                                        | A-1331              | C AND M RR 1                  | 469            |
| 3274                                                        | A-1364              | BBB AND C 56                  | 480            |
| 3275                                                        | A-1365              | BBB AND C 32                  | 320            |
| 3311                                                        | A-1398              | AB AND M 10                   | 319            |
| 3343                                                        | A-1416              | C AND M 2                     | 63             |
| 1228                                                        | A-53                | BBB AND C 59                  | 640            |
| 1229                                                        | A-54                | BBB AND C 61                  | 640            |



**Exhibit A to Order Designating Throckmorton County Reinvestment Zone 2020-2**  
**Page 5 of 5 Pages of Exhibit A**

| <b>Appraisal District<br/>Parcel Identification<br/>No.</b> | <b>Abstract No.</b> | <b>Survey and Section No.</b> | <b>Acreage</b> |
|-------------------------------------------------------------|---------------------|-------------------------------|----------------|
| 1241                                                        | A-65                | BBB AND C 83                  | 640            |
| 1242                                                        | A-66                | BBB AND CRR 85                | 640            |
| 1246                                                        | A-69                | BBB AND C 91                  | 640            |
| 1247                                                        | A-70                | BBB AND C 93                  | 640            |
| 1263                                                        | A-83                | BBB AND C 119                 | 640            |
| 1264                                                        | A-84                | BBB AND C 121                 | 640            |
| 2876                                                        | A-1054              | A N JEFFERIES 60              | 640            |
| 2877                                                        | A-1055              | A N JEFFERIES 62              | 640            |
| 2890                                                        | A-1063              | B F MERRY 84 BBB AND C        | 640            |
| 2891                                                        | A-1064              | B F MERRY 92 BBB AND C        | 640            |
| 2892                                                        | A-1065              | B F MERRY 94 BBB AND C        | 640            |
| 2893                                                        | A-1066              | B F MERRY 118 BBC             | 640            |
| 2894                                                        | A-1067              | B F MERRY 120 BB AND C        | 640            |
| 2928                                                        | A-1089              | B F MERRY 86 BBB AND C        | 640            |





**ORDER APPROVING TAX ABATEMENT AGREEMENT BETWEEN  
KING CREEK WIND FARM II, LLC AND THROCKMORTON COUNTY, TEXAS**

AN ORDER OF THE COMMISSIONERS COURT OF THROCKMORTON COUNTY, TEXAS APPROVING A TAX ABATEMENT AGREEMENT BETWEEN THROCKMORTON COUNTY AND KING CREEK WIND FARM II, LLC AND AUTHORIZING EXECUTION OF THE AGREEMENT, ACTIONS BY COUNTY OFFICIALS, EMPLOYEES OR AGENTS TO CARRY OUT ITS TERMS AND MAKING CERTAIN FINDINGS OF FACT AND CONCLUSIONS OF LAW AND OTHER ORDERS:

Election to Participate in Tax Abatements

WHEREAS, on June 22, 2020 the Commissioners Court of Throckmorton County, Texas (the "Commissioners Court") adopted an order by which Throckmorton County (the "County") elected to become eligible to participate in tax abatements pursuant to the *Texas Property Redevelopment and Tax Abatement Act*, Chapter 312 of the Texas Tax Code (herein, the "Act"), and approved Tax Abatement Guidelines and Criteria governing tax abatement agreements entered into by the County (hereinafter collectively referred to as the "Guidelines"); and

Designation of Throckmorton County Reinvestment Zone 2020-2

WHEREAS, on June 22, 2020, the Commissioners Court adopted an order designating certain tracts of land located in the County as the *Throckmorton County Reinvestment Zone 2020-2* (the "Reinvestment Zone"); and

Tax Abatement Agreement

WHEREAS, representatives of the County and King Creek Wind Farm II, LLC ("Owner") have negotiated a Tax Abatement Agreement (the "Tax Abatement Agreement") providing for tax abatement with respect to certain improvements (the "Improvements") to be constructed in the Reinvestment Zone and a true copy of the Tax Abatement Agreement is attached to this order as Exhibit A; and

Project Consistent with Guidelines and the Act

WHEREAS, the Commissioners Court has concluded that the Improvements and operations proposed by Owner within the Reinvestment Zone and described in this Tax Abatement Agreement, and its terms: (i) are consistent with the requirements of the Act and the Guidelines or, to the extent of any inconsistency with the Guidelines, the Commissioners Court has determined, in its discretion and in accordance with TEX. TAX CODE §312.002(d), that the Tax Abatement Agreement should be entered into notwithstanding any such inconsistency, and (ii) constitute a major investment in the Reinvestment Zone that will be a benefit to the Reinvestment Zone and will contribute to the economic development of the County; and

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No Wind-Powered Energy Device Within 25 Miles of Military Aviation Facility

WHEREAS based upon representations made by representatives of Owner in this Agreement, the Commissioners Court finds that the Improvements and Facilities referred to in the Tax Abatement Agreement will not include any "wind-powered energy device" that is located within 25 nautical miles of the boundaries of a "military aviation facility" as those quoted terms are defined in TEX. TAX CODE §312.0021; and

Procedural Requirements Satisfied

WHEREAS, the Commissioners Court of Throckmorton County, Texas has determined:

(1) Approval. That this order was approved by a majority of the Commissioners Court in a regularly scheduled meeting held on the date hereof at which a quorum of the members of the Commissioners Court were present;

(2) Public Meeting. That the meeting at which this order was approved was open to the public,

(3) Notices. That the meeting at which this order was approved was preceded by the following notices:

(A) 30 Day Posted Notice. As required by Section 312.207(c) of the Texas Tax Code a notice was posted at the place for posting of public meeting notices at the Throckmorton County Courthouse and on Throckmorton County's website not less than 30 days before the scheduled date and time for the meeting at which this order was approved, which notice contained the information required by Section 312.207(c) of the Texas Tax Code; and

(B) Open Meetings Notice. Written notice of the intention of the Commissioners Court to consider, and act upon, the Tax Abatement Agreement, was posted as a part of the Commissioner's regular agenda for its August 24, 2020 regular meeting and such notice was posted in the manner prescribed by Chapter 551 of the Texas Government Code (the "Open Meetings Act"), and

(C) Notice to Taxing Entities. Written notice of the County's intention to enter into the Tax Abatement Agreement along with a copy of the proposed Tax Abatement Agreement was sent not less than seven (7) days prior to the date of the meeting at which this order was approved by the County, through its legal counsel to the presiding officer of the Throckmorton Collegiate Independent School District; that being the only other taxing entities within the Reinvestment Zone; and

Tax Abatement Agreement Should Be Approved

WHEREAS, the Commissioners Court also finds and concludes that the Tax Abatement Agreement should be, in all things, APPROVED, the County Judge authorized and directed to execute same on behalf of Throckmorton County, and the following orders should be entered:




IT IS, THEREFORE, ORDERED BY THE COMMISSIONERS COURT OF THROCKMORTON COUNTY, TEXAS:

1. That the Tax Abatement Agreement is hereby APPROVED and the County Judge of Throckmorton County, Texas is hereby authorized and directed to execute same on behalf of Throckmorton County thereby binding Throckmorton County to the terms and conditions thereof.

2. That all officers, employees and agents of Throckmorton County are further authorized and directed to take such actions as may be reasonably necessary to execute and carry out, on behalf of Throckmorton County, Texas, the terms of the Tax Abatement Agreement, as amended herein.

3. That each of the recitals set forth above are hereby approved as findings of fact and conclusions of law by the Commissioners Court.

PASSED AND APPROVED by the Commissioners Court of Throckmorton County, Texas on August 24, 2020.

  
Trey Carrington, County Judge

Attest:

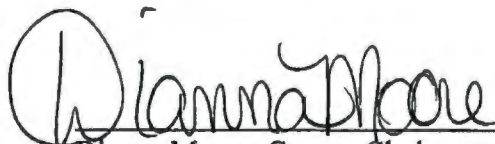
  
Dianna Moore, County Clerk

EXHIBIT A to  
Order Approving Tax Abatement Agreement between Throckmorton County, Texas  
and King Creek Wind Farm II, LLC

Copy of Tax Abatement Agreement

Consisting of 77 pages exclusive of this cover page.



**TAX ABATEMENT AGREEMENT**  
**Between**  
**THROCKMORTON COUNTY, TEXAS and KING CREEK WIND FARM II, LLC**

This Tax Abatement Agreement (this "Agreement") is entered into by and between Throckmorton County, Texas (the "County") duly acting herein by and through its County Judge, and King Creek Wind Farm II, LLC, a Delaware limited liability company (together with its successors and assigns, "Owner") effective as of the 24<sup>th</sup> day August, 2020.

**Recitals:**

A. Election to Participate in Tax Abatement. On June 22, 2020, the Commissioners Court of Throckmorton County, Texas (the "Commissioners Court") adopted a resolution stating that the County had elected to become eligible to participate in tax abatements pursuant to the *Texas Property Redevelopment and Tax Abatement Act*, as amended (herein referred to as the "Act").

B. Adoption of Tax Abatement Guidelines and Criteria. On June 22, 2020, following its action electing to participate in tax abatement, the Commissioners Court conducted a public hearing on the adoption of tax abatement guidelines and criteria and then approved guidelines and criteria governing tax abatement agreements entered into by the County (hereinafter referred to as the "Guidelines").

C. Public Hearing on Designation of Reinvestment Zone. On June 22, 2020, following actions described in recitals A and B above, the Commissioners Court conducted a public hearing on the advisability of designating the Throckmorton County Reinvestment Zone 2020-2 (the "Reinvestment Zone"), which public hearing was preceded by: (i) notice published on June 11, 2020 (more than 7 days prior to the date of the public hearing) in the Throckmorton Tribune, a newspaper of general circulation within Throckmorton County, Texas and where the tracts to be designated are located, (ii) notice which was sent by certified mail, return receipt requested, more than 7 days prior to the public hearing, to the presiding officer of the Throckmorton Collegiate Independent School District (the "Other Taxing Unit") which is the only other taxing units located within the proposed Reinvestment Zone and (iii) notice posted in accordance with Chapter 551 of the Texas Government Code (the Open Meetings Act).

D. Designation of Reinvestment Zone. On June 22, 2020, following the conclusion of the public hearing on the proposed Reinvestment Zone, the Commissioners Court adopted an *Order Designating the Throckmorton County Reinvestment Zone 2020-2* which has been executed by the County Judge on behalf of the County Commissioners, and which order designates all or portions of the following tracts of land, all of which is located in Throckmorton County, Texas and which tracts are described by acreage, survey and abstract number and block or section number below, as the Throckmorton County Reinvestment Zone 2020-2 (herein, the "Reinvestment Zone"):

| Acreage | Abstract and Survey Nos. |
|---------|--------------------------|
| 647.2   | A-43 BBB AND C 39        |
| 646.9   | A-48 BBB AND C 49        |
| 661.7   | A-55 BBB AND C 63        |
| 661.7   | A-55 BBB AND C 63        |
| 656.2   | A-1060 BBB AND C 64      |
| 649.9   | A-1073 BBB AND C 40      |
| 647     | A-1074 BBB AND C 50      |
| 330     | A-1120 BBB AND C 38      |
| 321.9   | A-1198 J E POOLE 38      |
| 471.7   | A-1327 BBB AND C 23      |
| 274.3   | A-44 BBB AND C 41        |
| 476.4   | A-47 BBB AND C 47        |
| 387     | A-56 BBB AND C 65        |
| 225.8   | A-64 BBB AND C 81        |
| 4       | A-71 BBB AND C 95        |
| 4       | A-71 BBB AND C 95        |
| 334.4   | A-1059 BBB AND C 22      |
| 467.1   | A-1061 BBB AND C 24      |
| 635.8   | A-1072 BBB AND C 48      |
| 152     | A-1126 B H WISDOM 46     |
| 456     | A-1238 E P SWENSON 82    |
| 456     | A-1238 E P SWENSON 82    |
| 99.5    | A-1239 E P SWENSON 80    |
| 391.1   | A-1328 BBB AND CC 25     |
| 665     | A-38 BBB AND C 19        |
| 374.4   | A-44 BBB AND C 41        |



| Acreage | Abstract and Survey Nos. |
|---------|--------------------------|
| 645.5   | A-45 BBB AND C 43        |
| 641.3   | A-46 BBB AND C 45        |
| 164.9   | A-47 BBB AND C 47        |
| 267     | A-56 BBB AND C 65        |
| 648.1   | A-57 BBB AND C 67        |
| 651.5   | A-58 BBB AND C 69        |
| 97.1    | A-61 BBB AND C 75        |
| 647.6   | A-62 BBB AND C 77        |
| 645.3   | A-63 BBB AND C 79        |
| 431.8   | A-64 BBB AND C 81        |
| 643.3   | A-71 BBB AND C 95        |
| 645     | A-72 BBB AND C 97        |
| 642.7   | A-73 BBB AND C 99        |
| 152     | A-74 BBB AND C 101       |
| 620.2   | A-80 BBB AND C 113       |
| 646.4   | A-81 BBB AND C 115       |
| 2       | A-81 BBB AND C 115       |
| 649.7   | A-82 BBB AND C 117       |
| 643     | A-89 BBB AND C 131       |
| 293     | A-90 BBB AND C 133       |

E. A copy of the County's order designating the Throckmorton County Reinvestment Zone 2020-2 is attached to this Agreement as Exhibit D.

F. Improvements Within Reinvestment Zone. Owner plans to construct a wind powered electric generation facility within the Reinvestment Zone, which improvements are more particularly described and defined in Section 1.3 of this Agreement and are hereinafter collectively referred to as the "Improvements".

G. Improvements are Consistent with the Act and Guidelines. The Commissioners Court has concluded that the Improvements and operations proposed by Owner within the

Reinvestment Zone and described in this Agreement, and the terms of this Agreement: (i) are consistent with the requirements of the Act and the Guidelines or, to the extent of any inconsistency with the Guidelines, the Commissioners Court has determined, in its discretion and in accordance with TEX. TAX CODE §312.002(d), that this Agreement should be entered into notwithstanding any such inconsistency, and (ii) constitute a major investment in the Reinvestment Zone that will be a benefit to the Reinvestment Zone and will contribute to the economic development of the County.

H. Notice of Action on this Agreement.

i. To Other Taxing Entity. As required by TEX. TAX CODE §§312.402(a-2) and 312.2041 written notice of the date, time and place of the meeting at which the Commissioners Court acted on this Agreement was sent to the presiding office of the Other Taxing Entity by priority mail and included a copy of this proposed Agreement not less than 7 days prior to the meeting. A true copy of such notice is attached hereto as Exhibit A.

ii. Posted Notice. As required by TEX. TAX CODE §312.207(c) notice of the meeting which this Agreement was acted upon by the Commissioners Court was posted more than 30 days in advance of such meeting at the Throckmorton County Courthouse and on the internet website maintained for the County by the Texas Association of Counties as required by Chapter 551, Texas Government Code (the "Open Meetings Act"). Said posted notice contained the information required by TEX. TAX CODE §312.207(c). A true copy of such notice certified by the County Judge is attached hereto as Exhibit B.

I. Adoption of Agreement Approved at a Regularly Scheduled Meeting. This Agreement was adopted at a regularly scheduled meeting of the Commissioners Court, as required by TEX. TAX CODE §312.207(a).

J. Quorum. A quorum of the County Commissioners were present at the meeting at which this Agreement was approved and not less than a majority of those Commissioners present voted in favor of the approval of this Agreement.

K. No Wind-powered Energy Device Within 25 Miles of Military Aviation Facility. Based upon representations made by representatives of the Owner, the Commissioners Court finds that the Improvements and Facilities will not include any Wind-powered Energy Device that is located within 25 nautical miles of the boundaries of a Military Aviation Facility.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the parties do hereby agree as follows:

**ARTICLE 1.  
IMPROVEMENTS**

1.1. Improvements in Reinvestment Zone. Owner anticipates that it will construct the Improvements within the Reinvestment Zone in accordance with this Agreement. Owner acknowledges that the abatement granted herein is conditioned upon completion of construction of the Improvements within the Reinvestment Zone as provided in Section 2.4 herein.



1.2. Timing of Improvements. Owner estimates that construction of the Improvements will begin by the fourth quarter of 2020 and will be substantially completed by no later than December 31, 2021. These deadlines may be extended if the commencement or prosecution of work on the Improvements is delayed due to factors outside of Owner's control as defined in Section 9.7 of this Agreement. Notwithstanding the foregoing, if Owner has not substantially completed construction of the Improvements by December 31, 2022 (the "Outside Termination Date"), this Agreement shall terminate and no abatement will be granted and neither party shall owe any further obligation to the other party.

1.3. Improvements. As used in this Agreement, the term "Improvements" shall mean and refer to wind powered electric generation facilities to be located within the Reinvestment Zone with a capacity of at least 180 megawatts. The number and location of all contemplated Improvements are shown on the improvements map and vicinity map is attached as Exhibit C to this Agreement. Notwithstanding the foregoing, only property meeting the following criteria shall be included within the definition of "Improvements" or "Facilities" pursuant to this Agreement: (i) the property must be located within the Reinvestment Zone, (ii) it must be eligible for tax abatement pursuant to Chapter 312 of the Texas Tax Code, (iii) it must meet the definition of an improvement as provided in Chapter 1 of the Texas Tax Code and (iv) it must be constructed after the date this Agreement is approved by the Commissioners Court. All eligible property that is part of the Facilities constructed by Owner will be considered Improvements benefitting from the tax abatement in this Agreement. For purposes of the tax abatement in this Agreement, the base year value of the Improvements (as of January 1 of the year in which this Agreement is executed) is agreed to be zero.

1.4. Spacing of Wind Turbines. The base of the tower of no wind turbine shall be erected: (i) within 1,000 feet from an occupied residence in existence at the start of construction of the Improvements unless the property owner of such residence has agreed otherwise in a written lease agreement or other agreement with Owner or (ii) within 200 feet of the property line of a tract in existence at the start of construction of the Improvements on which Owner does not have a lease for wind generation unless the property owner of such tract has agreed otherwise in a written lease agreement or other agreement with Owner. For avoidance of doubt, a residence shall mean a routinely occupied dwelling structure actually occupied as a home and hunting cabins, storage buildings, barns (excluding any barn structure constructed for use as and actually occupied as a home, such as a "barndominium"), or other temporary, moveable or agricultural structures that are not routinely occupied dwellings shall not be residences for purposes of this Agreement.

1.5. Plans and Specifications, Governmental Requirements and Workmanship. All Improvements shall be constructed and installed in accordance with plans and specifications (the "Plans and Specifications") prepared by an engineer or architect licensed within one of the states of the United States of America and in accordance with all regulations of any governmental agency or entity having jurisdiction over any aspect of the construction. As required by TEX. TAX CODE §§312.402(a-2) and 312.205(a)(2), the County shall have the right to inspect the Improvements and Facilities in accordance with Section 3.8 below.



## ARTICLE 2. TAX ABATEMENT

2.1. Tax Abatement Granted. Conditioned upon Owner's compliance with the terms of this Agreement, County agrees to abate one hundred percent (100%) of all property taxes levied by the County on the Improvements during the Abatement Period (hereinafter defined). Tax Abatement will not be granted for any Wind-powered Energy Device that is installed within 25 nautical miles of a Military Aviation Facility or for any property not eligible for tax abatement pursuant to Chapter 312 of the Texas Tax Code.

2.2. Abatement Period; Commencement Date. Owner may elect to begin the Abatement Period on either January 1 of 2022 or 2023. The date elected by Owner to commence tax abatement under this Agreement is hereinafter referred to as the "Commencement Date". The period in which taxes are abated under this Agreement (the "Abatement Period") will begin on the Commencement Date and will terminate on December 31 of the tenth (10<sup>th</sup>) year following the Commencement Date, unless sooner terminated in accordance with the terms of this Agreement. Termination of this Agreement shall not relieve either party of any unperformed covenants, obligations or payments owing to the other as of the date the Agreement is terminated. Owner shall provide the County with written notice of its election with respect to the Commencement Date not later than December 1 of the year preceding the Commencement Date elected by Owners. Owner's notice of its election to commence tax abatement shall be sent in the manner required by Section 8.1 of this Agreement to the County Judge (at the address specified in Section 8.1) and to the Throckmorton County Appraisal District at 144 N. Minter Ave. Throckmorton, Texas 76483. Tax abatement will not commence under this Agreement in the absence of that notice from Owner.

2.3. Payments In Lieu of Taxes. As consideration for the abatement granted by County under this Agreement, Owner agrees to timely perform all covenants undertaken by Owner pursuant to the terms of this Agreement including the making of an annual payment in lieu of taxes (the "Annual PILOT") to the County for each year during the Abatement Period.

(a) Due Date. The Annual PILOT required by this Agreement must be paid to the County Treasurer not later than January 31 of the year following each year for which the abatement is granted.

(b) Calculation of the Annual PILOT. The amount of the Annual PILOT for each year during the Abatement Period will be the product, expressed in dollars, obtained by multiplying the number of megawatts of electrical generating capacity of the Improvements (the "Capacity") by \$1,900 (the "PILOT Rate"). Notwithstanding the foregoing, the amount of the Annual PILOT shall, in no event, be less than the product of the PILOT Rate multiplied by 180 megawatts, that being \$342,000 (the "Annual PILOT Floor Amount").

(c) Capacity. As used in this Agreement, the term "Capacity" shall mean the installed amount of the manufacturer's nameplate electric generating capacity of the Improvements, expressed in megawatts, regardless of the amount of electricity that is actually produced or sold. The Capacity shall be determined as of January 1 of each year during the



Abatement Period. As a part of the Annual Certification, pursuant to Section 3.9 below, the individual who is an authorized officer of Owner shall prepare, and file, with the Commissioners Court and the Chief Appraiser of the Throckmorton County Appraisal District a sworn statement of the Capacity of the Improvements not later than January 31 of each year during the Abatement Period. If a dispute arises between the County and/or the Throckmorton County Appraisal District and Owner regarding the Capacity of the Improvements, the parties agree that it will be resolved using the same procedures applicable to disputes regarding the value of property under Title 1 of the Texas Tax Code.

2.4. Conditions to Tax Abatement. The tax abatement granted by this Agreement is expressly conditioned upon the following which must be satisfied, subject, however, to the notice and cure rights of Owner set forth in Article 5 below:

(a) Construction of the Improvements. Owner's timely construction of the Improvements in accordance with this Agreement.

(b) Operations. Owner's operation of the Facilities in accordance with this Agreement, including the provisions of Section 3.6 below.

(c) Compliance with this Agreement. Owner's compliance with all material covenants and obligations undertaken by Owner pursuant to the terms of this Agreement.

(d) Accuracy of Representations. The accuracy and truthfulness of the representations by Owner contained in this Agreement as of the date this Agreement is executed and throughout the term of this Agreement.

(e) Payment of Taxes. The payment by Owner, prior to delinquency, of all taxes levied by the County, any other taxing unit within the County, the State of Texas or the United States of America assessed based on the value of, or levied against, the Facilities or the Improvements. It shall not be a violation of this provision if the party who is assessed the tax in good faith protests the levy or assessment of a particular tax by the timely filing of appropriate proceedings to prosecute a protest or contest of the tax, makes payment of the disputed tax during such protest or contest as required by applicable law and pays the tax, as finally determined, prior to delinquency as required by applicable law.

(f) [Reserved]

(g) [Reserved]

(h) Continued Operations following Abatement. Owner's continued routine commercial operation of the Facilities, subject to outages for repair, maintenance and refurbishment and Force Majeure events, for a period of ten (10) years after the end of the Abatement Period (the "Continued Operations Period").

**ARTICLE 3.**  
**COVENANTS APPLICABLE TO CONSTRUCTION**  
**AND OPERATIONS AFTER CONSTRUCTION**

During the Abatement Period and the Continued Operations Period, the Owner agrees to the following:

3.1. Job Creation. Owner agrees to provide not fewer than 4 new full time jobs in connection with the operation of the Facilities either through direct employment by Owner or through employment by an Affiliate or Subsidiary of Owner, or by contractors or service providers engaged to provide goods or services in connection with the construction of the Improvements and thereafter in the course of operating the Facilities.

3.2. Road Use. Owner and its contractors, suppliers or service providers (collectively, "Owner's Road Users") shall have the right to use all County roads subject to the following:

(a) Prior Notice. Owner shall provide notice to the Commissioner who is responsible for a particular County road of the intended use of such road or roads by Owner or Owner's Road Users in advance of its use of such County roads. Owner will have a pre-construction survey completed for all County roads to be used by Owner, which will include current conditions and recommendations for any preparations or modifications that will be necessary to perform required construction. In addition, the County will provide Owner, if available, with copies of any plans, cross sections and specifications relevant to the applicable roads. Copies of all pre-construction survey documentation shall be provided to the County. All costs associated with the pre-construction survey shall be borne solely by Owner.

(b) Blockage of County Roads. Owner will not use any County roads in a manner which will interrupt public traffic on such road or roads unless Owner obtains the prior consent of the Commissioner responsible such road. Such consent by a Commissioner will not be unreasonably withheld but may be conditioned upon allowing use at a time less likely to interrupt other traffic or the use of alternate routes that will minimize the interruption of public traffic.

(c) Repairs. Upon completion of construction, Owner will have a post-construction survey completed, the methods of which shall be similar to those of the pre-construction survey described above. The two sets of pre and post-construction data will be compared and if there is any wheel lane rutting, cracking or other damage resulting from road usage for construction of the Improvements, the County and Owner will determine the extent of the repairs or improvements needed to return the County roads used by Owner to a pre-construction condition, taking into consideration and excluding normal wear and tear from usage by the public. All costs associated with the post-construction survey shall be borne solely by Owner. Owner shall repair any damage to County roads caused by Owner or Owner's Road Users during the course of constructing, repairing or maintaining the Improvements and shall return such roads to the condition such roads were in prior to their use by Owner or Owner's Road Users. All such repairs by Owner, including the widening of roads pursuant to subsection (f) below, shall have the prior approval of the County and shall be done in accordance with the standards and specifications for road repair generally used by the County for other county roads.



(d) Repair by County. Notwithstanding any provision regarding notice and opportunity to cure to the contrary in Article 5 of this Agreement, if this covenant for road repair by Owner cannot be performed by Owner or in the event Owner fails to perform this covenant within 30 days of a demand that it do so from the County, then the County may perform the road repair required of Owner pursuant to this section and Owner agrees to reimburse the County for its reasonable and necessary costs in repairing such roads. The County's cost for such repairs shall be determined using the applicable rates used by the Federal Emergency Management Administration for equipment and personnel and the County's actual cost of materials. Owner agrees to pay the cost of any such repairs within 30 days of the date Owner is billed for such services by the County.

(e) Performance Bond. Prior to the commencement of any construction activity with respect to the Improvements, Owner agrees to provide the County with a letter of credit or a performance bond by a good and sufficient surety reasonably acceptable to the County, in an amount not less than \$100,000 to secure the faithful performance of these road maintenance covenants by Owner (the "Performance Bond"). A corporate surety licensed to do business in the State of Texas that meets the criteria specified in Section 3.15 below shall be deemed acceptable by the County. County shall release the Performance Bond within thirty (30) days after Owner's completion of construction of the Improvements if Owner has complied with all covenants regarding road maintenance required by this Section 3.2. In the event Owner engages in any retrofitting or repairs which require the transportation of heavy equipment, other than routine types of equipment that typically use such roads, across County roads during the term of this Agreement but after the Performance Bond has been released, Owner agrees to post another performance bond which reasonably reflects the cost of any related road repairs unless the County agrees that no bond is required. The County shall release any subsequent Performance Bond within thirty (30) days after the completion of any required repairs to the roads.

(f) Changes to County Roads. Owner may not widen or change the course of any County road without the consent of the County, which consent shall not be unreasonably withheld, conditioned, or delayed so long as Owner is not in default in its obligations under this Agreement. As a condition to granting such consent the County may require Owner to take any other precautions and covenants which may be commercially reasonably necessary to protect and maintain the roadway and its continued access by the public and the rights of adjoining property owners. Owner agrees to obtain any necessary permission or right from private property owners prior to using any private property for the delivery of goods or supplies used for the Improvements or for access to the site where any of the Improvements are being constructed.

3.3. Insurance. Owner agrees to maintain in full force at all times starting at commencement of construction and continuing throughout the term of this Agreement the following insurance coverage issued by insurance companies authorized to conduct business in the State of Texas:

(a) Commercial general liability coverage (including coverage for all equipment and vehicles) with aggregate limits of not less than \$2,000,000.00; and



(b) Worker's compensation coverage for all full time employees to the extent required by Texas law; and

(c) Casualty insurance in a commercially reasonable amount not substantially inconsistent with industry standards.

3.4. [Reserved]

3.5. [Reserved]

3.6. [Reserved]

3.7. Local Spending. Owner agrees it will use commercially reasonable efforts to utilize qualified contractors and vendors located in the County in the construction of the Improvements and the operation and maintenance of the Facilities provided that Owner will not be required to use goods and services provided by local contractors or vendors where such local goods or services are not comparable in quality to those provided by nonresidents or where such goods and services are not available on terms and conditions (including price and bonding capacity) comparable to those offered by nonresidents, subject to and in compliance with Owner's internal procurement policies and procedures. Owner agrees to designate a coordinator of local services who will act as a liaison between any individuals, businesses or contractors residing or doing business in the County who are interested in obtaining information about providing goods or services related to the construction of the Improvements. Additionally, Owner agrees to do the following:

(1) Not later than one month prior to the start of construction of the Improvements Owner will hold a job fair in Throckmorton, Texas advertising construction employment positions and soliciting those persons or firms that are interested in selling goods or providing services with respect to the construction of the Improvements. No later than two weeks prior to the job fair, Owner shall publish a notice in the *Throckmorton Tribune* announcing the date, time and location of the job fair and the procedure for application. Applications from the job fair shall be distributed to the various subcontractors for consideration. Owner will compile, and maintain throughout the construction process, a list of local prospective employees, vendors, contractors and service providers interested in participating in the construction process.

(2) Not later than one month prior to filling a full time position (excepting internal transfer and promotions) for the on-site operation of the Facilities, Owner shall publish notice of the position in the *Throckmorton Tribune* describing the position and the procedure for application. Any position requiring more than 35 hours per week shall be considered full time.

(3) Owner shall insure that all contractors and subcontractors working on the Improvements comply with this provision. A contractor or subcontractor or service provider from the County shall be awarded the bid unless another contractor or subcontractor or service provider is the low bidder or, in the reasonable judgment of Owner, is the most qualified. In determining whether a particular contractor or service provider is qualified, Owner may consider: (i) such person or firm's bonding capacity, (ii) financial and staffing capacity to carry out the work, (iii) expertise and experience, (iv) the requirements of any manufacturer with respect to the particular



aspect of the work for which the person or firm is being considered; and (v) integrity, responsibility and reliability. Owner agrees to use its best efforts to use employees from the area to the extent they have the qualifications, expertise, ability and cost competitiveness to do the work required of the position for which they are being considered.

### 3.8. Inspections.

(a) Right to Inspect, Obtain Information. The County, acting through its officers or a designated agent or employee, shall have reasonable access to the Improvements and the Facilities: (i) to verify that the Improvements are constructed in accordance with the Plans and Specifications and conditions of this Agreement, (ii) to verify that the Facilities are operated in a manner consistent with this Agreement, (iii) to verify compliance with the terms of this Agreement and the truth of any representations made by Owner pursuant to the terms of this Agreement, (iv) to determine the Capacity, (v) to obtain, or verify, information reasonably necessary to ascertain the Certified Appraised Value of the Facilities (as defined in Section 7.4 hereof) or (vi) any other fact or circumstance pertinent to the performance of this Agreement.

(b) Conduct of Inspections. The County agrees to provide Owner with at least 2 business days advance written notice of any such on-site inspection and further agrees that any such on-site inspection shall be conducted in a manner that will not unreasonably interfere with the construction of the Improvements or the operation of the Facilities. All such inspections shall be made with one or more representatives of Owner and in accordance with all applicable governmental safety standards. The rights of inspection set forth herein may be exercised by officers, agents or employees of the County or the Throckmorton County Appraisal District. Nothing herein shall be construed to limit or diminish the authority of the County or the Throckmorton County Appraisal District to conduct inspections or obtain information under applicable law.

3.9. Annual Certification. On or before January 31 of each calendar year that this Agreement is in effect Owner shall certify to the County its compliance with all material provisions of this Agreement. This annual certification (the "Annual Certification") shall contain a statement, sworn to by the individual who is an authorized officer of Owner, stating that Owner is in compliance with such material terms of this Agreement as well as a statement regarding the Capacity as required by Section 2.3(c) above.

3.10. Determination of Value. The Chief Appraiser of the Throckmorton County Appraisal District shall annually determine the Certified Appraised Value of all real and personal property making up the Facilities without regard to the abatement granted by this Agreement and the Certified Appraised Value of such property after applying the abatement granted this Agreement. The Chief Appraiser shall then record both values in the appraisal records. The value of the Facilities without regard to the abatement shall be used to compute the amount of abated taxes that are required to be recaptured and paid to the County in the event recapture of such taxes is required by this Agreement or applicable law. During the term of this Agreement, Owner shall each year furnish the Chief Appraiser of the Throckmorton County Appraisal District with such information as is required by applicable law (including Chapter 22 of the Texas Tax Code) and as may be necessary for the administration of the abatement specified in this Agreement. The

Throckmorton County Appraisal District will determine the values required herein in any manner permitted by applicable law, but without limitation of Owner's rights in Section 3.11 hereinbelow.

3.11. Owner's Right of Protest. Nothing in this Agreement shall limit Owner's right to protest and contest any appraisal or assessment of the Facilities in accordance with applicable law. The abatement to which Owner is entitled will be governed by the values finally determined in proceedings relative to any such protest or contest by Owner.

3.12. Estoppel Certificates. Either party hereto may request an estoppel certificate from the other party hereto so long as the certificate is requested in connection with a bona fide business purpose. The certificate shall certify, as of the date of the certificate: (i) that this Agreement is in full force and effect without default if such is the case, (ii) the remaining term of this Agreement, and (iii) such other matters as may be agreed upon by the parties. The parties shall not unreasonably withhold their consent to such requests.

3.13. Use of Improvements. The Improvements shall be used solely for the generation and distribution of electricity using wind powered turbines in furtherance of the County's development goals to achieve a major investment in the Reinvestment Zone that will be a benefit to the Reinvestment Zone and will contribute to the economic development of the County.

3.14. Damage or Destruction of Improvements. The damage to, or destruction of, the Improvements, or any portion thereof, shall not relieve Owner from the duty to pay the Annual PILOT Floor Amount specified in Section 2.3(b) above.

3.15. Criteria for Insurance, Bonding Companies. The insurance policies required by Section 3.3 and the bond required by Section 3.2 shall be issued by companies authorized to do business in the State of Texas and shall be rated "A" or above by A.M. Best and Company or Standard and Poors or a comparable rating agency reasonably acceptable to the County.

#### ARTICLE 4. REPRESENTATIONS

4.1. By the County: The County hereby warrants and represents that this Agreement was authorized by an order of the Commissioners Court adopted on the date recited above authorizing the County Judge to execute this Agreement on behalf of the County.

4.2. By Owner. Owner hereby warrants and represents to the County:

(1) That Owner is a limited liability company organized under the laws of the state indicated above and in good standing with the State of Texas; or in the case of a permitted assignee of this Agreement, that such assignee is authorized to do business in the State of Texas.

(2) That Owner is not in default in the payment of any taxes owing to the federal, state or any local governmental units.



(3) That the officer of Owner signing this Agreement is properly authorized to enter into this Agreement and bind Owner to the terms thereof and Owner is thereby authorized to perform all covenants undertaken by Owner pursuant to this Agreement.

(4) That there is no operating agreement, certificate of formation provision, or agreement between Owner and any third party which in any way limits Owner's authority to enter into this Agreement and perform all covenants and agreements set forth herein.

(5) That none of the tangible personal property that is intended to be a part of the Improvements located within the Reinvestment Zone is located within the Reinvestment Zone as of the effective date of this Agreement.

(6) That no part of the Facilities will include a Wind-powered Energy Device located within 25 nautical miles of a Military Aviation Facility.

## **ARTICLE 5. DEFAULT; REMEDIES**

5.1. Default In Constructing Improvements. If Owner fails to complete the Improvements in the manner, and within the time period, stated in this Agreement, and Owner's failure to comply with those provisions of this Agreement are not cured following notice to Owner pursuant to Section 5.3 below, Owner shall be in default under the terms of this Agreement. In the event of a default in the construction of the Improvements the County may terminate or cancel this Agreement and Owner shall pay to the County all property tax revenues (including penalties, interest, attorney's fees and costs) that would have been payable to the County in the absence of this Agreement for any portion of the Improvements that are constructed less a credit for any Annual PILOT payments made by Owner.

5.2. Default In Operations, Payments or Performance of Other Covenants. The occurrence of any of the following circumstances shall be an event of default under the terms of this Agreement:

(1) The Facilities are not operated in accordance with the material terms of this Agreement for the period of time required by this Agreement;

(2) Owner fails to timely pay any amounts owing to County pursuant to this Agreement, including any ad valorem taxes owed to the County or any Other Taxing Unit within the County, or fails to timely and properly follow applicable procedures for protest or contest of any such ad valorem taxes; or

(3) Owner fails to timely perform any material covenant, condition or agreement it has undertaken pursuant to the terms of this Agreement;

(4) Any representation made by Owner in Section 4.2 of this Agreement is materially untrue or, with the passage of time, becomes materially untrue; or

(5) Owner fails to maintain continued operations in accordance with Section 2.4(h).

5.3. Notice, Right to Cure. Upon the occurrence of an event of default (including default under Sections 5.1 or 5.2 above), the County shall give the Owner written notice specifying the default.

(1) Monetary Defaults. If the event of default relates to the payment of money, Owner shall cure such default within 90 days of the date of the notice from the County.

(2) Non-Monetary Defaults. If the event of default is based upon an event other than a default in the payment of money, Owner shall cure such default within 90 days of the date of the notice of default by the County. This cure period shall be extended for such additional time period as is reasonably necessary to cure the default provided that Owner has commenced the cure and is diligently proceeding with such cure, but not longer than 180 days without the approval of the County, which approval shall not be unreasonably withheld, conditioned or delayed.

5.4. Remedies. If an event of default is not cured in accordance with Section 5.3 above, then the County may avail itself any of the following remedies:

(1) The recapture of all *ad valorem* taxes abated pursuant to the terms of this Agreement to the date of any default but providing a credit to Owner for the sum of the Annual PILOTs paid to the date of the default.

(2) The County shall be entitled to avail itself of any remedy available to it for the collection of property taxes under the Texas Tax Code or applicable law including: (i) the charging of interest on past due taxes, penalties, attorney's fees and costs (in each case in the amounts provided by the Texas Tax Code for charges in connection with delinquent property taxes) and (ii) the County shall have a lien which shall be equivalent to a tax lien created pursuant to TEX. TAX CODE §32.01. This lien shall attach to all taxable property as provided in TEX. TAX CODE §32.01 and shall have the same priority as a tax lien existing under TEX. TAX CODE §32.01. Notwithstanding the foregoing the County's right to foreclose this lien shall be subject to the County's compliance with the notice and right to cure provisions of Section 5.6 below. Exercise of any of the statutory remedies described in this Section 5.4 shall not constitute an election which would prohibit the County from exercising any remedy it may have under the terms of this Agreement.

(3) The County may cancel this Agreement or modify this Agreement with Owner's written consent.

(4) Within 90 days of the date of a demand by the County that it do so, Owner shall pay to the County an amount equal to all taxes abated, less a credit for PILOT payments made, to the date of such notice together with penalties and interest as provided for in the Texas Tax Code.

(5) Foreclose any of the liens described in this Section 5.4 above.



(6) File suit against Owner seeking a judgment for any amounts owed to the County under this Agreement.

The exercise by the County of any one or more of the remedies provided in this Section 5.4 or 5.1 above shall be the sole and exclusive remedies available to the County because of an uncured default by Owner.

5.5. No Abatement for Calendar Year of Default. If there is a default (other than a default pursuant to Section 5.1 above) under the terms of this Agreement which is not timely cured in accordance with Section 5.3, Owner shall not be entitled to abatement of taxes for the calendar year in which the default occurs or for any portion of the remaining term of this Agreement. If a default continues over more than one day, it will be considered to have occurred on the date on which it first occurred.

5.6. Mortgagee Protection. Notwithstanding any other provision hereof, County agrees that Owner may, without any further consent from the County, mortgage, pledge, or otherwise encumber its interest in the Improvements and Facilities, and Owner's lease and easement agreements regarding the Improvements and Facilities ("Leases"), to any lender or to any trustee or beneficiary under a deed of trust or to any master or special servicer (a "Mortgagee") for the purpose of financing operations of the Facilities, constructing the Improvements or acquiring additional equipment for the Facilities following any initial phase of construction. Any Mortgagee shall be entitled to receive the same written notice of any default as County is required to provide Owner hereunder so long as County has been provided notice of the identity and address of such Mortgagee, and such Mortgagee shall be entitled to cure or commence cure of any such defaults in the same manner as Owner. This provision shall not be construed to limit or diminish the County's lien priority for taxes owed pursuant to the Texas Tax Code.

5.7 LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, OWNER'S LIABILITY PURSUANT TO THIS AGREEMENT SHALL BE LIMITED TO RECAPTURE OF PROPERTY TAXES ABATED ONLY AS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED IN THIS AGREEMENT, AND RECOVERY OF THE AMOUNTS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED HEREIN, ALONG WITH ANY REASONABLY INCURRED COURT COSTS AND ATTORNEYS' FEES. FOR AVOIDANCE OF DOUBT, AMOUNTS PAYABLE UNDER THIS AGREEMENT BY OWNER SHALL BE SUBJECT TO ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES, INCLUDING PENALTIES AND INTEREST, IN ACCORDANCE WITH THE TEXAS TAX CODE AND A LIEN SECURING SUCH AMOUNTS AS PROVIDED HEREIN.

## ARTICLE 6. ASSIGNMENT

6.1. Assignment. So long as no default exists and is continuing at the time of the proposed assignment and Owner provides the information required under Section 6.2 hereinbelow, and



subject to the restrictions set forth in Section 6.5, Owner shall have the right to assign, in whole or in part, any of its rights or obligations under the terms of this Agreement or in the Improvements, Leases or the Facilities with the consent of the County which may only be withheld under those circumstances described in Section 6.3 below. Notwithstanding the foregoing, (i) Owner may assign this Agreement to an Affiliate or Subsidiary of Owner without the consent of the County; and (ii) a transfer of all or a portion of the ownership interests in Owner shall not be considered an assignment under the Agreement and shall not require the consent of the County. After an assignment, Owner shall have no further rights, duties or obligations under the Agreement to the extent such rights, duties or obligations have been acquired by an assignee.

6.2. Information on Assignee to be Provided to County; Timing of Consent. In the event Owner proposes to assign all or any portion of its interest in the Facilities, Owner agrees to provide the County the Background Information (as defined in Section 7.2) on the proposed assignee. Owner agrees to reimburse the County, up to a maximum of \$10,000, for any expenses incurred by the County in obtaining or analyzing any of the Background Information.

6.3. County May Withhold Consent. The County may withhold its consent to a proposed assignment, and such action by the County will not be considered to be unreasonable if: (i) the proposed assignee cannot demonstrate that it reasonably can expect to have, during the term of this Agreement, annual revenues sufficient to comply with the Agreement and pay the ad valorem tax assessments from the County as they are made, or the proposed assignee cannot otherwise demonstrate its financial ability to abide by all terms and conditions set forth herein, (ii) the proposed assignee has a record of violations or defaults with respect to its operations of wind projects such that the assignee does not have the capability and reliability to perform the requirements of the Agreement and (iii) the assignee does not comply with each of the conditions to assignment set forth in Section 6.4 below. If the County reasonably requests additional information the County, the Owner and the prospective assignee agree to negotiate in good faith regarding what information will, and will not, be made available to the County and any conditions to the disclosure of such information. The County shall advise Owner in writing of whether it consents to a proposed assignment not later than 30 days from the date the County is provided with all information required by Section 7.2. If the County decides to withhold its consent, it shall provide the reasons it is doing so in the written decision.

6.4. Conditions to Assignment. Owner's assignment shall also be conditioned on the following:

(1) The execution and delivery to the County of an addendum to this Agreement, in a form substantially similar to this Agreement, wherein: (i) in the case of a partial assignment, it is executed by the Owner and the assignee and provides that each of them assume and agree to timely discharge all covenants and obligations under the terms of this Agreement and (ii) in the case of a full assignment, it is executed by the assignee and provides that assignee assumes and agrees to timely discharge all covenants and obligations undertaken by Owner under the terms of this Agreement, including, without limitation, Owner's duty to provide a bond for road maintenance pursuant to Section 3.2;



(2) Proof reasonably acceptable to the County (which may be in the form of an opinion of legal counsel) that the assignee is authorized to sign the addendum and perform the covenants and obligations thereby undertaken;

(3) Payment, by the Owner or assignee, of all reasonable expenses actually incurred by the County in connection with the proposed assignment, including, without limitation, its reasonable and necessary attorney's fees in connection with the assignment as well as the expenses referred to in Section 6.2 above in an amount not to exceed \$10,000.00;

(4) The absence of any event of default under the terms of this Agreement for which a notice of default has been given and the cure period has expired; and

(5) Proof that the proposed assignee has obtained or will obtain the insurance coverage required by this Agreement.

#### 6.5. Sale or Transfer to Non-taxable Entity.

(a) If, during the Abatement Period or the period of time during which Owner is required to maintain continued operations pursuant to Section 2.4(h) above, the Owner proposes a Transfer to a Non-taxable Entity, Owner shall pay to the County an amount equal to: (i) all *ad valorem* taxes abated under the terms of this Agreement but giving credit to Owner for the sum of all Annual PILOTs made to the date of the proposed assignment, and (ii) all *ad valorem* taxes which would be due and owing for the year during which the assignment is made, even though such taxes may not yet be billed or finally assessed. Such payment shall be made prior to the effective date of any such assignment to a non-taxable entity.

(b) Any Transfer to a Non-taxable Entity by Owner without compliance with Section 6.5(a) above shall be considered a default under the terms of this Agreement without the requirement of any notice by the County to Owner or opportunity to cure. Following any such default the County will be entitled to: (i) recapture the taxes abated pursuant to this Agreement in accordance with Section 5.4 above and/or (ii) pursue, without election of remedies, any other remedy available to it under this Agreement or applicable law.

(c) As used in this Agreement, a "Transfer to a Non-taxable Entity" shall mean any sale, transfer or assignment, in whole or in part, of the Improvements or the Facilities under circumstances where the assignee is exempt from property taxation, under applicable law, with respect to the Improvements or the Facilities, or any portion thereof, sold, transferred or assigned to the assignee.

### ARTICLE 7. DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings assigned to them below:



7.1. "Affiliate" shall mean a person who controls, is controlled by, or under common control with another person and "Subsidiary" shall have the meaning assigned to it in the Texas Business Organizations Code.

7.2. "Background Information" shall include, without limitation, in the case of an assignee or partial assignee and any Affiliate of any assignee:

- (1) its legal name or identity;
- (2) the address of its local office in the County, its registered office and address maintained with the Secretary of State of the State of Texas and its principal or home office;
- (3) (i) the state in which it was chartered and its registered office and agent in that state as well as the name and address of its registered agent and office in the State of Texas, and (ii) the names and addresses of all governing persons (as that term is defined by the Texas Business Organizations Code);
- (4) all public filings made in the year of the proposed assignment and the preceding two years with the Securities and Exchange Commission of the United States or with the agency of any state regulating securities transactions, if any; and
- (5) a report from an independent financial rating firm selected by the County, such as Dunn and Bradstreet or Moody's, if such report exists.

7.3. "Certified Appraised Value" shall mean the appraised value of property that is subject to property taxation under the Texas Tax Code determined and certified by the Chief Appraiser of the Throckmorton County Appraisal District for each taxable year.

7.4. "Facilities" shall mean the Improvements and all other tangible property or fixtures used by Owner in connection with its wind power electric generation operations in the Reinvestment Zone and shall include any property added to the Improvements because of repairs, retrofitting or additional improvements during the term of this Agreement.

7.5. "Military Aviation Facility" shall have the meaning assigned to it in TEX. TAX CODE §312.0021(a)(1).

7.6. "Wind-powered Energy Device" shall have the meaning assigned to it in TEX. TAX CODE §§11.27 and 312.021(a)(2).

7.7. Other terms not specifically defined herein shall have the meanings assigned to them by the Texas Tax Code, the Texas Business Organizations Code or other statutes of the State of Texas.

## ARTICLE 8. NOTICES

8.1. Notices. All notices or other communications required or permitted by this Agreement shall be in writing and shall be deemed to be properly given when delivered personally to any of the hereinafter designated addresses or the named representatives thereof, or when mailed by



prepaid certified mail, return receipt requested, addressed to such party at the respective addresses set forth below:

If to the County:

Throckmorton County, Texas  
Attn: County Judge  
P.O. Box 700 (105 N. Minter – if delivered)  
Throckmorton, Texas 76483-0700

If to the Owner:

King Creek Wind Farm II, LLC  
Attn: Asset Manager  
601 Travis Street, Suite 1700  
Houston, TX 77002

Either party may change the address for notices by a written notice forwarded in accordance with the foregoing.

## ARTICLE 9. GENERAL PROVISIONS

9.1. Governing Law; Venue. This Agreement shall be construed and governed in accordance with the laws of the State of Texas without giving effect to its conflict of law rules. Venue for any action relating to the interpretation or performance of this Agreement or to enforce any right or obligation relating to this Agreement shall be in a court of competent jurisdiction having jurisdiction over cases arising in Throckmorton County, Texas.

9.2. Waiver. The failure of either party to enforce any right or demand strict performance of any obligation of the other party under this Agreement shall not operate as, or be construed to be, a waiver of such right or obligation.

9.3. Entire Agreement, Interpretation. This Agreement, including any exhibits to the Agreement, collectively constitute the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous discussions, representations, correspondence or agreements, written or oral. This Agreement may only be amended by a written instrument signed by both parties or their duly authorized officers or representatives. The language of this Agreement shall be construed as a whole according to its fair and common meaning and shall not be construed for or against either of the parties hereto. All titles or headings to sections or other divisions of this Agreement are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the content of this Agreement, such content being controlling as to the agreement between the parties hereto.

9.4. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such

invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision of this Agreement.

9.5. Agreement Subject to Rights of Bondholders. This Agreement is subject to the rights of the holders of outstanding bonds of the County.

9.6. Owner as Party to Litigation. In the event any litigation is initiated by a third party questioning or challenging the validity of this Agreement or any part hereof or any of the underlying orders or Commissioners Court actions authorizing the same, the County agrees not to object to the Owner's joinder or intervention in such litigation.

9.7. Force Majeure. If Owner's performance of any obligation or obligations under this Agreement is interrupted, delayed, or prevented by any contingency or cause beyond the control of Owner ("Force Majeure"), then Owner shall be excused from the performance of any such obligation or obligations during the period of time that Owner is reasonably unable to perform such obligation or obligations as a result of such contingency or cause, and no default will have occurred with respect to such circumstances. Notwithstanding any other provision of this Agreement to the contrary, in the event a party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement (other than any obligation to make payment of any amount when due and payable hereunder), the obligation of such party, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any condition or event of Force Majeure, but for no longer period, and such condition or event shall so far as possible be remedied with all reasonable dispatch. Force Majeure events shall include, without limitation:

(1) Acts of God, or the public enemy, any natural disaster, war, riot, civil commotion, insurrection, fires, explosions, accidents, floods, pandemics, and labor disputes or strikes;

(2) To the extent it affects the Owner's ability to perform a non-monetary covenant or obligation under this Agreement:

(A) A change in a governmental law or regulation if Owner complies with the changed or revised law or regulation within the time limits, and in the manner, provided by such changed or revised law or regulation;

(B) A delay occasioned by the fact that supplies or materials are not reasonably available or the fact that a contractor or subcontractor is delayed in performing services.

9.8. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constituted, collectively, one agreement. Once all parties to this Agreement have signed a counterpart, this Agreement shall be binding upon all parties in accordance with the terms hereof.

9.9. Adoption of Agreement. The County agrees that any other taxing unit eligible to enter into agreements relating to the abatement of taxes may adopt all or any portion of this Agreement.



9.19. Further Acts. The parties each agree to cooperate fully with the other and to take such further action and execute such other documents or instruments as necessary or appropriate to implement the terms of this Agreement.

9.11. Reimbursement of Expenses. Owner agrees to reimburse the County for the reasonable and necessary attorney's fees and expenses incurred by the County in connection with the negotiation and preparation of this Agreement. Payment is to be made within 30 days of receipt by Company of invoice from the County, with supporting documentation sufficient to enable the Owner to verify such expenses. Notwithstanding anything in this paragraph, the maximum reimbursement to be paid by Owner is \$7,500.00.

9.12. Conflict with Guidelines. To the extent this Agreement modifies or varies from any requirement or procedure set forth in the Guidelines, those Guidelines are deemed amended for purposes of this Agreement only.

9.13. Incorporation of Exhibits. All exhibits attached hereto are incorporated herein. The exhibits attached to this Agreement are:

- Exhibit A – Copy of Notice to Throckmorton Collegiate Independent School District that the Commissioners Court of Throckmorton County would act on this Agreement.
- Exhibit B – Copy of posted notice of meeting at which this Agreement was acted upon.
- Exhibit C – Improvements Map and Vicinity Map
- Exhibit D – Copy of the County's order designating the Throckmorton Reinvestment Zone 2020-2.

This Agreement shall be effective as of the date and year first written above.

ATTEST:

Dianna Moore, County Clerk

COUNTY:

Throckmorton County, Texas

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

By: \_\_\_\_\_  
Trey Carrington, County Judge

OWNER:

King Creek Wind Farm II, LLC, a Delaware  
limited liability company

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



**EXHIBIT A to**

**Tax Abatement Agreement between Throckmorton County, Texas  
and King Creek Wind Farm II, LLC**

**Notice to Throckmorton Collegiate Independent School District  
of action on Tax Abatement Agreement by Commissioners**

**Consisting of 23 pages exclusive of this cover page.**

**(All exhibits to the proposed Tax Abatement Agreement were forwarded to the Throckmorton Collegiate Independent School District but have been intentionally omitted from this Exhibit A)**

# JAY A. CANTRELL

*A Professional Corporation*

**ATTORNEY AT LAW**

Telephone: (940) 766-3305  
Fax No. (940) 322-3462

807 Eighth Street, Suite 810  
Wichita Falls, Texas 76301-3319

email: jay@jaycantrell.com

August 14, 2020

Ms. Kathy Thorp, President  
Board of Trustees  
Throckmorton Collegiate Independent School District  
210 College Street  
Throckmorton, Texas 76483

Re: Notice of action by the Commissioners Court of Throckmorton County,  
Texas on a proposed Tax Abatement Agreement with King Creek Wind  
Farm II, LLC (the "Proposed King Creek II Tax Abatement Agreement")

Dear Ms. Thorp:

Please be advised that the Commissioners Court of Throckmorton County, Texas will take action on the Proposed King Creek II Tax Abatement Agreement at its regular meeting which begins at 9:00 a.m. on August 24, 2020 in the Commissioners Courtroom located at 105 N. Minter Street, Throckmorton, Texas.

Enclosed please find a current draft copy of the Proposed King Creek II Tax Abatement Agreement with exhibits.

If you have any questions on this matter, please do not hesitate to contact me or Judge Carrington.

Sincerely,



Jay A. Cantrell

Enclosure – Proposed King Creek II Tax Abatement Agreement (with exhibits)

Cc Hon. Trey Carrington  
County Judge

VOL 27 PG 449



## TAX ABATEMENT AGREEMENT

Between

THROCKMORTON COUNTY, TEXAS and KING CREEK WIND FARM II, LLC

This Tax Abatement Agreement (this "Agreement") is entered into by and between Throckmorton County, Texas (the "County") duly acting herein by and through its County Judge, and King Creek Wind Farm II, LLC, a Delaware limited liability company (together with its successors and assigns, "Owner") effective as of the 24th day of August, 2020.

### Recitals:

A. Election to Participate in Tax Abatement. On June 22, 2020, the Commissioners Court of Throckmorton County, Texas (the "Commissioners Court") adopted a resolution stating that the County had elected to become eligible to participate in tax abatements pursuant to the *Texas Property Redevelopment and Tax Abatement Act*, as amended (herein referred to as the "Act").

B. Adoption of Tax Abatement Guidelines and Criteria. On June 22, 2020, following its action electing to participate in tax abatement, the Commissioners Court conducted a public hearing on the adoption of tax abatement guidelines and criteria and then approved guidelines and criteria governing tax abatement agreements entered into by the County (hereinafter referred to as the "Guidelines").

C. Public Hearing on Designation of Reinvestment Zone. On June 22, 2020, following actions described in recitals A and B above, the Commissioners Court conducted a public hearing on the advisability of designating the Throckmorton County Reinvestment Zone 2020-2 (the "Reinvestment Zone"), which public hearing was preceded by: (i) notice published on June 11, 2020 (more than 7 days prior to the date of the public hearing) in the Throckmorton Tribune, a newspaper of general circulation within Throckmorton County, Texas and where the tracts to be designated are located, (ii) notice which was sent by certified mail, return receipt requested, more than 7 days prior to the public hearing, to the presiding officer of the Throckmorton Collegiate Independent School District (the "Other Taxing Unit") which is the only other taxing units located within the proposed Reinvestment Zone and (iii) notice posted in accordance with Chapter 551 of the Texas Government Code (the Open Meetings Act).

D. Designation of Reinvestment Zone. On June 22, 2020, following the conclusion of the public hearing on the proposed Reinvestment Zone, the Commissioners Court adopted an *Order Designating the Throckmorton County Reinvestment Zone 2020-2* which has been executed by the County Judge on behalf of the County Commissioners, and which order designates all or portions of the following tracts of land, all of which is located in Throckmorton County, Texas and which tracts are described by acreage, survey and abstract number and block or section number below, as the Throckmorton County Reinvestment Zone 2020-2 (herein, the "Reinvestment Zone"):

| Acreage | Abstract and Survey Nos. |
|---------|--------------------------|
| 647.2   | A-43 BBB AND C 39        |
| 646.9   | A-48 BBB AND C 49        |
| 661.7   | A-55 BBB AND C 63        |
| 661.7   | A-55 BBB AND C 63        |
| 656.2   | A-1060 BBB AND C 64      |
| 649.9   | A-1073 BBB AND C 40      |
| 647     | A-1074 BBB AND C 50      |
| 330     | A-1120 BBB AND C 38      |
| 321.9   | A-1198 J E POOLE 38      |
| 471.7   | A-1327 BBB AND C 23      |
| 274.3   | A-44 BBB AND C 41        |
| 476.4   | A-47 BBB AND C 47        |
| 387     | A-56 BBB AND C 65        |
| 225.8   | A-64 BBB AND C 81        |
| 4       | A-71 BBB AND C 95        |
| 4       | A-71 BBB AND C 95        |
| 334.4   | A-1059 BBB AND C 22      |
| 467.1   | A-1061 BBB AND C 24      |
| 635.8   | A-1072 BBB AND C 48      |
| 152     | A-1126 B H WISDOM 46     |
| 456     | A-1238 E P SWENSON 82    |
| 456     | A-1238 E P SWENSON 82    |
| 99.5    | A-1239 E P SWENSON 80    |
| 391.1   | A-1328 BBB AND CC 25     |
| 665     | A-38 BBB AND C 19        |
| 374.4   | A-44 BBB AND C 41        |



| Acreage | Abstract and Survey Nos. |
|---------|--------------------------|
| 645.5   | A-45 BBB AND C 43        |
| 641.3   | A-46 BBB AND C 45        |
| 164.9   | A-47 BBB AND C 47        |
| 267     | A-56 BBB AND C 65        |
| 648.1   | A-57 BBB AND C 67        |
| 651.5   | A-58 BBB AND C 69        |
| 97.1    | A-61 BBB AND C 75        |
| 647.6   | A-62 BBB AND C 77        |
| 645.3   | A-63 BBB AND C 79        |
| 431.8   | A-64 BBB AND C 81        |
| 643.3   | A-71 BBB AND C 95        |
| 645     | A-72 BBB AND C 97        |
| 642.7   | A-73 BBB AND C 99        |
| 152     | A-74 BBB AND C 101       |
| 620.2   | A-80 BBB AND C 113       |
| 646.4   | A-81 BBB AND C 115       |
| 2       | A-81 BBB AND C 115       |
| 649.7   | A-82 BBB AND C 117       |
| 643     | A-89 BBB AND C 131       |
| 293     | A-90 BBB AND C 133       |

E. A copy of the County's order designating the Throckmorton County Reinvestment Zone 2020-2 is attached to this Agreement as Exhibit D.

F. Improvements Within Reinvestment Zone. Owner plans to construct a wind powered electric generation facility within the Reinvestment Zone, which improvements are more particularly described and defined in Section 1.3 of this Agreement and are hereinafter collectively referred to as the "Improvements".

G. Improvements are Consistent with the Act and Guidelines. The Commissioners Court has concluded that the Improvements and operations proposed by Owner within the



Reinvestment Zone and described in this Agreement, and the terms of this Agreement: (i) are consistent with the requirements of the Act and the Guidelines or, to the extent of any inconsistency with the Guidelines, the Commissioners Court has determined, in its discretion and in accordance with TEX. TAX CODE §312.002(d), that this Agreement should be entered into notwithstanding any such inconsistency, and (ii) constitute a major investment in the Reinvestment Zone that will be a benefit to the Reinvestment Zone and will contribute to the economic development of the County.

H. Notice of Action on this Agreement.

i. To Other Taxing Entity. As required by TEX. TAX CODE §§312.402(a-2) and 312.2041 written notice of the date, time and place of the meeting at which the Commissioners Court acted on this Agreement was sent to the presiding office of the Other Taxing Entity by priority mail and included a copy of this proposed Agreement not less than 7 days prior to the meeting. A true copy of such notice is attached hereto as Exhibit A.

ii. Posted Notice. As required by TEX. TAX CODE §312.207(c) notice of the meeting which this Agreement was acted upon by the Commissioners Court was posted more than 30 days in advance of such meeting at the Throckmorton County Courthouse and on the internet website maintained for the County by the Texas Association of Counties as required by Chapter 551, Texas Government Code (the "Open Meetings Act"). Said posted notice contained the information required by TEX. TAX CODE §312.207(c). A true copy of such notice certified by the County Judge is attached hereto as Exhibit B.

I. Adoption of Agreement Approved at a Regularly Scheduled Meeting. This Agreement was adopted at a regularly scheduled meeting of the Commissioners Court, as required by TEX. TAX CODE §312.207(a).

J. Quorum. A quorum of the County Commissioners were present at the meeting at which this Agreement was approved and not less than a majority of those Commissioners present voted in favor of the approval of this Agreement.

K. No Wind-powered Energy Device Within 25 Miles of Military Aviation Facility. Based upon representations made by representatives of the Owner, the Commissioners Court finds that the Improvements and Facilities will not include any Wind-powered Energy Device that is located within 25 nautical miles of the boundaries of a Military Aviation Facility.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the parties do hereby agree as follows:

**ARTICLE 1.  
IMPROVEMENTS**

1.1. Improvements in Reinvestment Zone. Owner anticipates that it will construct the Improvements within the Reinvestment Zone in accordance with this Agreement. Owner acknowledges that the abatement granted herein is conditioned upon completion of construction of the Improvements within the Reinvestment Zone as provided in Section 2.4 herein.



1.2. Timing of Improvements. Owner estimates that construction of the Improvements will begin by the fourth quarter of 2020 and will be substantially completed by no later than December 31, 2021. These deadlines may be extended if the commencement or prosecution of work on the Improvements is delayed due to factors outside of Owner's control as defined in Section 9.7 of this Agreement. Notwithstanding the foregoing, if Owner has not substantially completed construction of the Improvements by December 31, 2022 (the "Outside Termination Date"), this Agreement shall terminate and no abatement will be granted and neither party shall owe any further obligation to the other party.

1.3. Improvements. As used in this Agreement, the term "Improvements" shall mean and refer to wind powered electric generation facilities to be located within the Reinvestment Zone with a capacity of at least 203 megawatts. The kind, number and location of all contemplated Improvements are described in Owner's application for tax abatement which is attached as Exhibit C to this Agreement. Notwithstanding the foregoing, only property meeting the following criteria shall be included within the definition of "Improvements" or "Facilities" pursuant to this Agreement: (i) the property must be located within the Reinvestment Zone, (ii) it must be eligible for tax abatement pursuant to Chapter 312 of the Texas Tax Code, (iii) it must meet the definition of an improvement as provided in Chapter 1 of the Texas Tax Code and (iv) it must be constructed after the date this Agreement is approved by the Commissioners Court. All eligible property that is part of the Facilities constructed by Owner will be considered Improvements benefitting from the tax abatement in this Agreement. For purposes of the tax abatement in this Agreement, the base year value of the Improvements (as of January 1 of the year in which this Agreement is executed) is agreed to be zero.

1.4. Spacing of Wind Turbines. The base of the tower of no wind turbine shall be erected: (i) within 1,000 feet from an occupied residence in existence at the start of construction of the Improvements unless the property owner of such residence has agreed otherwise in a written lease agreement or other agreement with Owner or (ii) within 200 feet of the property line of a tract in existence at the start of construction of the Improvements on which Owner does not have a lease for wind generation unless the property owner of such tract has agreed otherwise in a written lease agreement or other agreement with Owner. For avoidance of doubt, a residence shall mean a routinely occupied dwelling structure actually occupied as a home and hunting cabins, storage buildings, barns (excluding any barn structure constructed for use as and actually occupied as a home, such as a "barndominium"), or other temporary, moveable or agricultural structures that are not routinely occupied dwellings shall not be residences for purposes of this Agreement.

1.5. Plans and Specifications, Governmental Requirements and Workmanship. All Improvements shall be constructed and installed in accordance with plans and specifications (the "Plans and Specifications") prepared by an engineer or architect licensed within one of the states of the United States of America and in accordance with all regulations of any governmental agency or entity having jurisdiction over any aspect of the construction. As required by TEX. TAX CODE §§312.402(a-2) and 312.205(a)(2), the County shall have the right to inspect the Improvements and Facilities in accordance with Section 3.8 below.



## ARTICLE 2. TAX ABATEMENT

2.1. Tax Abatement Granted. Conditioned upon Owner's compliance with the terms of this Agreement, County agrees to abate one hundred percent (100%) of all property taxes levied by the County on the Improvements during the Abatement Period (hereinafter defined). Tax Abatement will not be granted for any Wind-powered Energy Device that is installed within 25 nautical miles of a Military Aviation Facility or for any property not eligible for tax abatement pursuant to Chapter 312 of the Texas Tax Code.

2.2. Abatement Period; Commencement Date. Owner may elect to begin the Abatement Period on either January 1 of 2022 or 2023. The date elected by Owner to commence tax abatement under this Agreement is hereinafter referred to as the "Commencement Date". The period in which taxes are abated under this Agreement (the "Abatement Period") will begin on the Commencement Date and will terminate on December 31 of the tenth (10<sup>th</sup>) year following the Commencement Date, unless sooner terminated in accordance with the terms of this Agreement. Termination of this Agreement shall not relieve either party of any unperformed covenants, obligations or payments owing to the other as of the date the Agreement is terminated. Owner shall provide the County with written notice of its election with respect to the Commencement Date not later than December 1 of the year preceding the Commencement Date elected by Owners. Owner's notice of its election to commence tax abatement shall be sent in the manner required by Section 8.1 of this Agreement to the County Judge (at the address specified in Section 8.1) and to the Throckmorton County Appraisal District at 144 N. Minter Ave. Throckmorton, Texas 76483. Tax abatement will not commence under this Agreement in the absence of that notice from Owner.

2.3. Payments In Lieu of Taxes. As consideration for the abatement granted by County under this Agreement, Owner agrees to timely perform all covenants undertaken by Owner pursuant to the terms of this Agreement including the making of an annual payment in lieu of taxes (the "Annual PILOT") to the County for each year during the Abatement Period.

(a) Due Date. The Annual PILOT required by this Agreement must be paid to the County Treasurer not later than January 31 of the year following each year for which the abatement is granted.

(b) Calculation of the Annual PILOT. The amount of the Annual PILOT for each year during the Abatement Period will be the product, expressed in dollars, obtained by multiplying the number of megawatts of electrical generating capacity of the Improvements (the "Capacity") by \$1,900 (the "PILOT Rate"). Notwithstanding the foregoing, the amount of the Annual PILOT shall, in no event, be less than the product of the PILOT Rate multiplied by 203 megawatts, that being \$385,700.00 (the "Annual PILOT Floor Amount").

(c) Capacity. As used in this Agreement, the term "Capacity" shall mean the installed amount of the manufacturer's nameplate electric generating capacity of the Improvements, expressed in megawatts, regardless of the amount of electricity that is actually produced or sold. The Capacity shall be determined as of January 1 of each year during the



Abatement Period. As a part of the Annual Certification, pursuant to Section 3.9 below, the individual who is an authorized officer of Owner shall prepare, and file, with the Commissioners Court and the Chief Appraiser of the Throckmorton County Appraisal District a sworn statement of the Capacity of the Improvements not later than January 31 of each year during the Abatement Period. If a dispute arises between the County and/or the Throckmorton County Appraisal District and Owner regarding the Capacity of the Improvements, the parties agree that it will be resolved using the same procedures applicable to disputes regarding the value of property under Title 1 of the Texas Tax Code.

2.4. Conditions to Tax Abatement. The tax abatement granted by this Agreement is expressly conditioned upon the following which must be satisfied, subject, however, to the notice and cure rights of Owner set forth in Article 5 below:

(a) Construction of the Improvements. Owner's timely construction of the Improvements in accordance with this Agreement.

(b) Operations. Owner's operation of the Facilities in accordance with this Agreement, including the provisions of Section 3.6 below.

(c) Compliance with this Agreement. Owner's compliance with all material covenants and obligations undertaken by Owner pursuant to the terms of this Agreement.

(d) Accuracy of Representations. The accuracy and truthfulness of the representations by Owner contained in this Agreement as of the date this Agreement is executed and throughout the term of this Agreement.

(e) Payment of Taxes. The payment by Owner, prior to delinquency, of all taxes levied by the County, any other taxing unit within the County, the State of Texas or the United States of America assessed based on the value of, or levied against, the Facilities or the Improvements. It shall not be a violation of this provision if the party who is assessed the tax in good faith protests the levy or assessment of a particular tax by the timely filing of appropriate proceedings to prosecute a protest or contest of the tax, makes payment of the disputed tax during such protest or contest as required by applicable law and pays the tax, as finally determined, prior to delinquency as required by applicable law.

(f) [Reserved]

(g) [Reserved]

(h) Continued Operations following Abatement. Owner's continued routine commercial operation of the Facilities, subject to outages for repair, maintenance and refurbishment and Force Majeure events, for a period of ten (10) years after the end of the Abatement Period (the "Continued Operations Period").



**ARTICLE 3.**  
**COVENANTS APPLICABLE TO CONSTRUCTION**  
**AND OPERATIONS AFTER CONSTRUCTION**

During the Abatement Period and the Continued Operations Period, the Owner agrees to the following:

3.1. Job Creation. Owner agrees to provide not fewer than 2 new full time jobs in connection with the operation of the Facilities either through direct employment by Owner or through employment by an Affiliate or Subsidiary of Owner, or by contractors or service providers engaged to provide goods or services in connection with the construction of the Improvements and thereafter in the course of operating the Facilities.

3.2. Road Use. Owner and its contractors, suppliers or service providers (collectively, "Owner's Road Users") shall have the right to use all County roads subject to the following:

(a) Prior Notice. Owner shall provide notice to the Commissioner who is responsible for a particular County road of the intended use of such road or roads by Owner or Owner's Road Users in advance of its use of such County roads. Owner will have a pre-construction survey completed for all County roads to be used by Owner, which will include current conditions and recommendations for any preparations or modifications that will be necessary to perform required construction. In addition, the County will provide Owner, if available, with copies of any plans, cross sections and specifications relevant to the applicable roads. Copies of all pre-construction survey documentation shall be provided to the County. All costs associated with the pre-construction survey shall be borne solely by Owner.

(b) Blockage of County Roads. Owner will not use any County roads in a manner which will interrupt public traffic on such road or roads unless Owner obtains the prior consent of the Commissioner responsible such road. Such consent by a Commissioner will not be unreasonably withheld but may be conditioned upon allowing use at a time less likely to interrupt other traffic or the use of alternate routes that will minimize the interruption of public traffic.

(c) Repairs. Upon completion of construction, Owner will have a post-construction survey completed, the methods of which shall be similar to those of the pre-construction survey described above. The two sets of pre and post-construction data will be compared and if there is any wheel lane rutting, cracking or other damage resulting from road usage for construction of the Improvements, the County and Owner will determine the extent of the repairs or improvements needed to return the County roads used by Owner to a pre-construction condition, taking into consideration and excluding normal wear and tear from usage by the public. All costs associated with the post-construction survey shall be borne solely by Owner. Owner shall repair any damage to County roads caused by Owner or Owner's Road Users during the course of constructing, repairing or maintaining the Improvements and shall return such roads to the condition such roads were in prior to their use by Owner or Owner's Road Users. All such repairs by Owner, including the widening of roads pursuant to subsection (f) below, shall have the prior approval of the County and shall be done in accordance with the standards and specifications for road repair generally used by the County for other county roads.



(d) Repair by County. Notwithstanding any provision regarding notice and opportunity to cure to the contrary in Article 5 of this Agreement, if this covenant for road repair by Owner cannot be performed by Owner or in the event Owner fails to perform this covenant within 30 days of a demand that it do so from the County, then the County may perform the road repair required of Owner pursuant to this section and Owner agrees to reimburse the County for its reasonable and necessary costs in repairing such roads. The County's cost for such repairs shall be determined using the applicable rates used by the Federal Emergency Management Administration for equipment and personnel and the County's actual cost of materials. Owner agrees to pay the cost of any such repairs within 30 days of the date Owner is billed for such services by the County.

(e) Performance Bond. Prior to the commencement of any construction activity with respect to the Improvements, Owner agrees to provide the County with a letter of credit or a performance bond by a good and sufficient surety reasonably acceptable to the County, in an amount not less than \$100,000 to secure the faithful performance of these road maintenance covenants by Owner (the "Performance Bond"). A corporate surety licensed to do business in the State of Texas that meets the criteria specified in Section 3.15 below shall be deemed acceptable by the County. County shall release the Performance Bond within thirty (30) days after Owner's completion of construction of the Improvements if Owner has complied with all covenants regarding road maintenance required by this Section 3.2. In the event Owner engages in any retrofitting or repairs which require the transportation of heavy equipment, other than routine types of equipment that typically use such roads, across County roads during the term of this Agreement but after the Performance Bond has been released, Owner agrees to post another performance bond which reasonably reflects the cost of any related road repairs unless the County agrees that no bond is required. The County shall release any subsequent Performance Bond within thirty (30) days after the completion of any required repairs to the roads.

(f) Changes to County Roads. Owner may not widen or change the course of any County road without the consent of the County, which consent shall not be unreasonably withheld, conditioned, or delayed so long as Owner is not in default in its obligations under this Agreement. As a condition to granting such consent the County may require Owner to take any other precautions and covenants which may be commercially reasonably necessary to protect and maintain the roadway and its continued access by the public and the rights of adjoining property owners. Owner agrees to obtain any necessary permission or right from private property owners prior to using any private property for the delivery of goods or supplies used for the Improvements or for access to the site where any of the Improvements are being constructed.

3.3. Insurance. Owner agrees to maintain in full force at all times starting at commencement of construction and continuing throughout the term of this Agreement the following insurance coverage issued by insurance companies authorized to conduct business in the State of Texas:

(a) Commercial general liability coverage (including coverage for all equipment and vehicles) with aggregate limits of not less than \$2,000,000.00; and



(b) Worker's compensation coverage for all full time employees to the extent required by Texas law; and

(c) Casualty insurance in a commercially reasonable amount not substantially inconsistent with industry standards.

3.4. [Reserved]

3.5. [Reserved]

3.6. [Reserved]

3.7. Local Spending. Owner agrees it will use commercially reasonable efforts to utilize qualified contractors and vendors located in the County in the construction of the Improvements and the operation and maintenance of the Facilities provided that Owner will not be required to use goods and services provided by local contractors or vendors where such local goods or services are not comparable in quality to those provided by nonresidents or where such goods and services are not available on terms and conditions (including price and bonding capacity) comparable to those offered by nonresidents, subject to and in compliance with Owner's internal procurement policies and procedures. Owner agrees to designate a coordinator of local services who will act as a liaison between any individuals, businesses or contractors residing or doing business in the County who are interested in obtaining information about providing goods or services related to the construction of the Improvements. Additionally, Owner agrees to do the following:

(1) Not later than one month prior to the start of construction of the Improvements Owner will hold a job fair in Throckmorton, Texas advertising construction employment positions and soliciting those persons or firms that are interested in selling goods or providing services with respect to the construction of the Improvements. No later than two weeks prior to the job fair, Owner shall publish a notice in the *Throckmorton Tribune* announcing the date, time and location of the job fair and the procedure for application. Applications from the job fair shall be distributed to the various subcontractors for consideration. Owner will compile, and maintain throughout the construction process, a list of local prospective employees, vendors, contractors and service providers interested in participating in the construction process.

(2) Not later than one month prior to filling a full time position (excepting internal transfer and promotions) for the on-site operation of the Facilities, Owner shall publish notice of the position in the *Throckmorton Tribune* describing the position and the procedure for application. Any position requiring more than 35 hours per week shall be considered full time.

(3) Owner shall insure that all contractors and subcontractors working on the Improvements comply with this provision. A contractor or subcontractor or service provider from the County shall be awarded the bid unless another contractor or subcontractor or service provider is the low bidder or, in the reasonable judgment of Owner, is the most qualified. In determining whether a particular contractor or service provider is qualified, Owner may consider: (i) such person or firm's bonding capacity, (ii) financial and staffing capacity to carry out the work, (ii) expertise and experience, (iv) the requirements of any manufacturer with respect to the particular



aspect of the work for which the person or firm is being considered; and (v) integrity, responsibility and reliability. Owner agrees to use its best efforts to use employees from the area to the extent they have the qualifications, expertise, ability and cost competitiveness to do the work required of the position for which they are being considered.

### 3.8. Inspections.

(a) Right to Inspect, Obtain Information. The County, acting through its officers or a designated agent or employee, shall have reasonable access to the Improvements and the Facilities: (i) to verify that the Improvements are constructed in accordance with the Plans and Specifications and conditions of this Agreement, (ii) to verify that the Facilities are operated in a manner consistent with this Agreement, (iii) to verify compliance with the terms of this Agreement and the truth of any representations made by Owner pursuant to the terms of this Agreement, (iv) to determine the Capacity, (v) to obtain, or verify, information reasonably necessary to ascertain the Certified Appraised Value of the Facilities (as defined in Section 7.4 hereof) or (vi) any other fact or circumstance pertinent to the performance of this Agreement.

(b) Conduct of Inspections. The County agrees to provide Owner with at least 2 business days advance written notice of any such on-site inspection and further agrees that any such on-site inspection shall be conducted in a manner that will not unreasonably interfere with the construction of the Improvements or the operation of the Facilities. All such inspections shall be made with one or more representatives of Owner and in accordance with all applicable governmental safety standards. The rights of inspection set forth herein may be exercised by officers, agents or employees of the County or the Throckmorton County Appraisal District. Nothing herein shall be construed to limit or diminish the authority of the County or the Throckmorton County Appraisal District to conduct inspections or obtain information under applicable law.

3.9. Annual Certification. On or before January 31 of each calendar year that this Agreement is in effect Owner shall certify to the County its compliance with all material provisions of this Agreement. This annual certification (the "Annual Certification") shall contain a statement, sworn to by the individual who is an authorized officer of Owner, stating that Owner is in compliance with such material terms of this Agreement as well as a statement regarding the Capacity as required by Section 2.3(c) above.

3.10. Determination of Value. The Chief Appraiser of the Throckmorton County Appraisal District shall annually determine the Certified Appraised Value of all real and personal property making up the Facilities without regard to the abatement granted by this Agreement and the Certified Appraised Value of such property after applying the abatement granted this Agreement. The Chief Appraiser shall then record both values in the appraisal records. The value of the Facilities without regard to the abatement shall be used to compute the amount of abated taxes that are required to be recaptured and paid to the County in the event recapture of such taxes is required by this Agreement or applicable law. During the term of this Agreement, Owner shall each year furnish the Chief Appraiser of the Throckmorton County Appraisal District with such information as is required by applicable law (including Chapter 22 of the Texas Tax Code) and as may be necessary for the administration of the abatement specified in this Agreement. The



Throckmorton County Appraisal District will determine the values required herein in any manner permitted by applicable law, but without limitation of Owner's rights in Section 3.11 hereinbelow.

3.11. Owner's Right of Protest. Nothing in this Agreement shall limit Owner's right to protest and contest any appraisal or assessment of the Facilities in accordance with applicable law. The abatement to which Owner is entitled will be governed by the values finally determined in proceedings relative to any such protest or contest by Owner.

3.12. Estoppel Certificates. Either party hereto may request an estoppel certificate from the other party hereto so long as the certificate is requested in connection with a bona fide business purpose. The certificate shall certify, as of the date of the certificate: (i) that this Agreement is in full force and effect without default if such is the case, (ii) the remaining term of this Agreement, and (iii) such other matters as may be agreed upon by the parties. The parties shall not unreasonably withhold their consent to such requests.

3.13. Use of Improvements. The Improvements shall be used solely for the generation and distribution of electricity using wind powered turbines in furtherance of the County's development goals to achieve a major investment in the Reinvestment Zone that will be a benefit to the Reinvestment Zone and will contribute to the economic development of the County.

3.14. Damage or Destruction of Improvements. The damage to, or destruction of, the Improvements, or any portion thereof, shall not relieve Owner from the duty to pay the Annual PILOT Floor Amount specified in Section 2.3(b) above.

3.15. Criteria for Insurance, Bonding Companies. The insurance policies required by Section 3.3 and the bond required by Section 3.2 shall be issued by companies authorized to do business in the State of Texas and shall be rated "A" or above by A.M. Best and Company or Standard and Poors or a comparable rating agency reasonably acceptable to the County.

#### **ARTICLE 4. REPRESENTATIONS**

4.1. By the County: The County hereby warrants and represents that this Agreement was authorized by an order of the Commissioners Court adopted on the date recited above authorizing the County Judge to execute this Agreement on behalf of the County.

4.2. By Owner. Owner hereby warrants and represents to the County:

(1) That Owner is a limited liability company organized under the laws of the state indicated above and in good standing with the State of Texas; or in the case of a permitted assignee of this Agreement, that such assignee is authorized to do business in the State of Texas.

(2) That Owner is not in default in the payment of any taxes owing to the federal, state or any local governmental units.



(3) That the officer of Owner signing this Agreement is properly authorized to enter into this Agreement and bind Owner to the terms thereof and Owner is thereby authorized to perform all covenants undertaken by Owner pursuant to this Agreement.

(4) That there is no operating agreement, certificate of formation provision, or agreement between Owner and any third party which in any way limits Owner's authority to enter into this Agreement and perform all covenants and agreements set forth herein.

(5) That none of the tangible personal property that is intended to be a part of the Improvements located within the Reinvestment Zone is located within the Reinvestment Zone as of the effective date of this Agreement.

(6) That no part of the Facilities will include a Wind-powered Energy Device located within 25 nautical miles of a Military Aviation Facility.

#### **ARTICLE 5. DEFAULT; REMEDIES**

5.1. Default In Constructing Improvements. If Owner fails to complete the Improvements in the manner, and within the time period, stated in this Agreement, and Owner's failure to comply with those provisions of this Agreement are not cured following notice to Owner pursuant to Section 5.3 below, Owner shall be in default under the terms of this Agreement. In the event of a default in the construction of the Improvements the County may terminate or cancel this Agreement and Owner shall pay to the County all property tax revenues (including penalties, interest, attorney's fees and costs) that would have been payable to the County in the absence of this Agreement for any portion of the Improvements that are constructed less a credit for any Annual PILOT payments made by Owner.

5.2. Default In Operations, Payments or Performance of Other Covenants. The occurrence of any of the following circumstances shall be an event of default under the terms of this Agreement:

(1) The Facilities are not operated in accordance with the material terms of this Agreement for the period of time required by this Agreement;

(2) Owner fails to timely pay any amounts owing to County pursuant to this Agreement, including any ad valorem taxes owed to the County or any Other Taxing Unit within the County, or fails to timely and properly follow applicable procedures for protest or contest of any such ad valorem taxes; or

(3) Owner fails to timely perform any material covenant, condition or agreement it has undertaken pursuant to the terms of this Agreement;

(4) Any representation made by Owner in Section 4.2 of this Agreement is materially untrue or, with the passage of time, becomes materially untrue; or



(5) Owner fails to maintain continued operations in accordance with Section 2.4(h).

5.3. Notice, Right to Cure. Upon the occurrence of an event of default (including default under Sections 5.1 or 5.2 above), the County shall give the Owner written notice specifying the default.

(1) Monetary Defaults. If the event of default relates to the payment of money, Owner shall cure such default within 90 days of the date of the notice from the County.

(2) Non-Monetary Defaults. If the event of default is based upon an event other than a default in the payment of money, Owner shall cure such default within 90 days of the date of the notice of default by the County. This cure period shall be extended for such additional time period as is reasonably necessary to cure the default provided that Owner has commenced the cure and is diligently proceeding with such cure, but not longer than 180 days without the approval of the County, which approval shall not be unreasonably withheld, conditioned or delayed.

5.4. Remedies. If an event of default is not cured in accordance with Section 5.3 above, then the County may avail itself any of the following remedies:

(1) The recapture of all *ad valorem* taxes abated pursuant to the terms of this Agreement to the date of any default but providing a credit to Owner for the sum of the Annual PILOTs paid to the date of the default.

(2) The County shall be entitled to avail itself of any remedy available to it for the collection of property taxes under the Texas Tax Code or applicable law including: (i) the charging of interest on past due taxes, penalties, attorney's fees and costs (in each case in the amounts provided by the Texas Tax Code for charges in connection with delinquent property taxes) and (ii) the County shall have a lien which shall be equivalent to a tax lien created pursuant to TEX. TAX CODE §32.01. This lien shall attach to all taxable property as provided in TEX. TAX CODE §32.01 and shall have the same priority as a tax lien existing under TEX. TAX CODE §32.01. Notwithstanding the foregoing the County's right to foreclose this lien shall be subject to the County's compliance with the notice and right to cure provisions of Section 5.6 below. Exercise of any of the statutory remedies described in this Section 5.4 shall not constitute an election which would prohibit the County from exercising any remedy it may have under the terms of this Agreement.

(3) The County may cancel this Agreement or modify this Agreement with Owner's written consent.

(4) Within 90 days of the date of a demand by the County that it do so, Owner shall pay to the County an amount equal to all taxes abated, less a credit for PILOT payments made, to the date of such notice together with penalties and interest as provided for in the Texas Tax Code.

(5) Foreclose any of the liens described in this Section 5.4 above.



(6) File suit against Owner seeking a judgment for any amounts owed to the County under this Agreement.

The exercise by the County of any one or more of the remedies provided in this Section 5.4 or 5.1 above shall be the sole and exclusive remedies available to the County because of an uncured default by Owner.

5.5. No Abatement for Calendar Year of Default. If there is a default (other than a default pursuant to Section 5.1 above) under the terms of this Agreement which is not timely cured in accordance with Section 5.3, Owner shall not be entitled to abatement of taxes for the calendar year in which the default occurs or for any portion of the remaining term of this Agreement. If a default continues over more than one day, it will be considered to have occurred on the date on which it first occurred.

5.6. Mortgagee Protection. Notwithstanding any other provision hereof, County agrees that Owner may, without any further consent from the County, mortgage, pledge, or otherwise encumber its interest in the Improvements and Facilities, and Owner's lease and easement agreements regarding the Improvements and Facilities ("Leases"), to any lender or to any trustee or beneficiary under a deed of trust or to any master or special servicer (a "Mortgagee") for the purpose of financing operations of the Facilities, constructing the Improvements or acquiring additional equipment for the Facilities following any initial phase of construction. Any Mortgagee shall be entitled to receive the same written notice of any default as County is required to provide Owner hereunder so long as County has been provided notice of the identity and address of such Mortgagee, and such Mortgagee shall be entitled to cure or commence cure of any such defaults in the same manner as Owner. This provision shall not be construed to limit or diminish the County's lien priority for taxes owed pursuant to the Texas Tax Code.

5.7 LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, OWNER'S LIABILITY PURSUANT TO THIS AGREEMENT SHALL BE LIMITED TO RECAPTURE OF PROPERTY TAXES ABATED ONLY AS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED IN THIS AGREEMENT, AND RECOVERY OF THE AMOUNTS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED HEREIN, ALONG WITH ANY REASONABLY INCURRED COURT COSTS AND ATTORNEYS' FEES. FOR AVOIDANCE OF DOUBT, AMOUNTS PAYABLE UNDER THIS AGREEMENT BY OWNER SHALL BE SUBJECT TO ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES, INCLUDING PENALTIES AND INTEREST, IN ACCORDANCE WITH THE TEXAS TAX CODE AND A LIEN SECURING SUCH AMOUNTS AS PROVIDED HEREIN.

## ARTICLE 6. ASSIGNMENT

6.1. Assignment. So long as no default exists and is continuing at the time of the proposed assignment and Owner provides the information required under Section 6.2 hereinbelow, and



subject to the restrictions set forth in Section 6.5, Owner shall have the right to assign, in whole or in part, any of its rights or obligations under the terms of this Agreement or in the Improvements, Leases or the Facilities with the consent of the County which may only be withheld under those circumstances described in Section 6.3 below. Notwithstanding the foregoing, (i) Owner may assign this Agreement to an Affiliate or Subsidiary of Owner without the consent of the County; and (ii) a transfer of all or a portion of the ownership interests in Owner shall not be considered an assignment under the Agreement and shall not require the consent of the County. After an assignment, Owner shall have no further rights, duties or obligations under the Agreement to the extent such rights, duties or obligations have been acquired by an assignee.

6.2. Information on Assignee to be Provided to County; Timing of Consent. In the event Owner proposes to assign all or any portion of its interest in the Facilities, Owner agrees to provide the County the Background Information (as defined in Section 7.2) on the proposed assignee. Owner agrees to reimburse the County, up to a maximum of \$10,000, for any expenses incurred by the County in obtaining or analyzing any of the Background Information.

6.3. County May Withhold Consent. The County may withhold its consent to a proposed assignment, and such action by the County will not be considered to be unreasonable if: (i) the proposed assignee cannot demonstrate that it reasonably can expect to have, during the term of this Agreement, annual revenues sufficient to comply with the Agreement and pay the ad valorem tax assessments from the County as they are made, or the proposed assignee cannot otherwise demonstrate its financial ability to abide by all terms and conditions set forth herein, (ii) the proposed assignee has a record of violations or defaults with respect to its operations of wind projects such that the assignee does not have the capability and reliability to perform the requirements of the Agreement and (iii) the assignee does not comply with each of the conditions to assignment set forth in Section 6.4 below. If the County reasonably requests additional information the County, the Owner and the prospective assignee agree to negotiate in good faith regarding what information will, and will not, be made available to the County and any conditions to the disclosure of such information. The County shall advise Owner in writing of whether it consents to a proposed assignment not later than 30 days from the date the County is provided with all information required by Section 7.2. If the County decides to withhold its consent, it shall provide the reasons it is doing so in the written decision.

6.4. Conditions to Assignment. Owner's assignment shall also be conditioned on the following:

(1) The execution and delivery to the County of an addendum to this Agreement, in a form substantially similar to this Agreement, wherein: (i) in the case of a partial assignment, it is executed by the Owner and the assignee and provides that each of them assume and agree to timely discharge all covenants and obligations under the terms of this Agreement and (ii) in the case of a full assignment, it is executed by the assignee and provides that assignee assumes and agrees to timely discharge all covenants and obligations undertaken by Owner under the terms of this Agreement, including, without limitation, Owner's duty to provide a bond for road maintenance pursuant to Section 3.2;



(2) Proof reasonably acceptable to the County (which may be in the form of an opinion of legal counsel) that the assignee is authorized to sign the addendum and perform the covenants and obligations thereby undertaken;

(3) Payment, by the Owner or assignee, of all reasonable expenses actually incurred by the County in connection with the proposed assignment, including, without limitation, its reasonable and necessary attorney's fees in connection with the assignment as well as the expenses referred to in Section 6.2 above in an amount not to exceed \$10,000.00;

(4) The absence of any event of default under the terms of this Agreement for which a notice of default has been given and the cure period has expired; and

(5) Proof that the proposed assignee has obtained or will obtain the insurance coverage required by this Agreement.

#### 6.5. Sale or Transfer to Non-taxable Entity.

(a) If, during the Abatement Period or the period of time during which Owner is required to maintain continued operations pursuant to Section 2.4(h) above, the Owner proposes a Transfer to a Non-taxable Entity, Owner shall pay to the County an amount equal to: (i) all *ad valorem* taxes abated under the terms of this Agreement but giving credit to Owner for the sum of all Annual PILOTs made to the date of the proposed assignment, and (ii) all *ad valorem* taxes which would be due and owing for the year during which the assignment is made, even though such taxes may not yet be billed or finally assessed. Such payment shall be made prior to the effective date of any such assignment to a non-taxable entity.

(b) Any Transfer to a Non-taxable Entity by Owner without compliance with Section 6.5(a) above shall be considered a default under the terms of this Agreement without the requirement of any notice by the County to Owner or opportunity to cure. Following any such default the County will be entitled to: (i) recapture the taxes abated pursuant to this Agreement in accordance with Section 5.4 above and/or (ii) pursue, without election of remedies, any other remedy available to it under this Agreement or applicable law.

(c) As used in this Agreement, a "Transfer to a Non-taxable Entity" shall mean any sale, transfer or assignment, in whole or in part, of the Improvements or the Facilities under circumstances where the assignee is exempt from property taxation, under applicable law, with respect to the Improvements or the Facilities, or any portion thereof, sold, transferred or assigned to the assignee.

### ARTICLE 7. DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings assigned to them below:

7.1. "Affiliate" shall mean a person who controls, is controlled by, or under common control with another person and "Subsidiary" shall have the meaning assigned to it in the Texas Business Organizations Code.

7.2. "Background Information" shall include, without limitation, in the case of an assignee or partial assignee and any Affiliate of any assignee:

- (1) its legal name or identity;
- (2) the address of its local office in the County, its registered office and address maintained with the Secretary of State of the State of Texas and its principal or home office;
- (3) (i) the state in which it was chartered and its registered office and agent in that state as well as the name and address of its registered agent and office in the State of Texas, and (ii) the names and addresses of all governing persons (as that term is defined by the Texas Business Organizations Code);
- (4) all public filings made in the year of the proposed assignment and the preceding two years with the Securities and Exchange Commission of the United States or with the agency of any state regulating securities transactions, if any; and
- (5) a report from an independent financial rating firm selected by the County, such as Dunn and Bradstreet or Moody's, if such report exists.

7.3. "Certified Appraised Value" shall mean the appraised value of property that is subject to property taxation under the Texas Tax Code determined and certified by the Chief Appraiser of the Throckmorton County Appraisal District for each taxable year.

7.4. "Facilities" shall mean the Improvements and all other tangible property or fixtures used by Owner in connection with its wind power electric generation operations in the Reinvestment Zone and shall include any property added to the Improvements because of repairs, retrofitting or additional improvements during the term of this Agreement.

7.5. "Military Aviation Facility" shall have the meaning assigned to it in TEX. TAX CODE §312.0021(a)(1).

7.6. "Wind-powered Energy Device" shall have the meaning assigned to it in TEX. TAX CODE §§11.27 and 312.021(a)(2).

7.7. Other terms not specifically defined herein shall have the meanings assigned to them by the Texas Tax Code, the Texas Business Organizations Code or other statutes of the State of Texas.

## ARTICLE 8. NOTICES

8.1. Notices. All notices or other communications required or permitted by this Agreement shall be in writing and shall be deemed to be properly given when delivered personally to any of the hereinafter designated addresses or the named representatives thereof, or when mailed by



prepaid certified mail, return receipt requested, addressed to such party at the respective addresses set forth below:

If to the County:

Throckmorton County, Texas  
Attn: County Judge  
P.O. Box 700 (105 N. Minter – if delivered)  
Throckmorton, Texas 76483-0700

If to the Owner:

King Creek Wind Farm II, LLC  
Attn: \_\_\_\_\_  
601 Travis Street, Suite 1700  
Houston, TX 77002

Either party may change the address for notices by a written notice forwarded in accordance with the foregoing.

#### ARTICLE 9. GENERAL PROVISIONS

9.1. Governing Law; Venue. This Agreement shall be construed and governed in accordance with the laws of the State of Texas without giving effect to its conflict of law rules. Venue for any action relating to the interpretation or performance of this Agreement or to enforce any right or obligation relating to this Agreement shall be in a court of competent jurisdiction having jurisdiction over cases arising in Throckmorton County, Texas.

9.2. Waiver. The failure of either party to enforce any right or demand strict performance of any obligation of the other party under this Agreement shall not operate as, or be construed to be, a waiver of such right or obligation.

9.3. Entire Agreement, Interpretation. This Agreement, including any exhibits to the Agreement, collectively constitute the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous discussions, representations, correspondence or agreements, written or oral. This Agreement may only be amended by a written instrument signed by both parties or their duly authorized officers or representatives. The language of this Agreement shall be construed as a whole according to its fair and common meaning and shall not be construed for or against either of the parties hereto. All titles or headings to sections or other divisions of this Agreement are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the content of this Agreement, such content being controlling as to the agreement between the parties hereto.

9.4. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such

invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision of this Agreement.

9.5. Agreement Subject to Rights of Bondholders. This Agreement is subject to the rights of the holders of outstanding bonds of the County.

9.6. Owner as Party to Litigation. In the event any litigation is initiated by a third party questioning or challenging the validity of this Agreement or any part hereof or any of the underlying orders or Commissioners Court actions authorizing the same, the County agrees not to object to the Owner's joinder or intervention in such litigation.

9.7. Force Majeure. If Owner's performance of any obligation or obligations under this Agreement is interrupted, delayed, or prevented by any contingency or cause beyond the control of Owner ("Force Majeure"), then Owner shall be excused from the performance of any such obligation or obligations during the period of time that Owner is reasonably unable to perform such obligation or obligations as a result of such contingency or cause, and no default will have occurred with respect to such circumstances. Notwithstanding any other provision of this Agreement to the contrary, in the event a party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement (other than any obligation to make payment of any amount when due and payable hereunder), the obligation of such party, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any condition or event of Force Majeure, but for no longer period, and such condition or event shall so far as possible be remedied with all reasonable dispatch. Force Majeure events shall include, without limitation:

(1) Acts of God, or the public enemy, any natural disaster, war, riot, civil commotion, insurrection, fires, explosions, accidents, floods, pandemics, and labor disputes or strikes;

(2) To the extent it affects the Owner's ability to perform a non-monetary covenant or obligation under this Agreement:

(A) A change in a governmental law or regulation if Owner complies with the changed or revised law or regulation within the time limits, and in the manner, provided by such changed or revised law or regulation;

(B) A delay occasioned by the fact that supplies or materials are not reasonably available or the fact that a contractor or subcontractor is delayed in performing services.

9.8. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constituted, collectively, one agreement. Once all parties to this Agreement have signed a counterpart, this Agreement shall be binding upon all parties in accordance with the terms hereof.

9.9. Adoption of Agreement. The County agrees that any other taxing unit eligible to enter into agreements relating to the abatement of taxes may adopt all or any portion of this Agreement.



9.19. Further Acts. The parties each agree to cooperate fully with the other and to take such further action and execute such other documents or instruments as necessary or appropriate to implement the terms of this Agreement.

9.11. Reimbursement of Expenses. Owner agrees to reimburse the County for the reasonable and necessary attorney's fees and expenses incurred by the County in connection with the negotiation and preparation of this Agreement. Payment is to be made within 30 days of receipt by Company of invoice from the County, with supporting documentation sufficient to enable the Owner to verify such expenses. Notwithstanding anything in this paragraph, the maximum reimbursement to be paid by Owner is \$7,500.00.

9.12. Conflict with Guidelines. To the extent this Agreement modifies or varies from any requirement or procedure set forth in the Guidelines, those Guidelines are deemed amended for purposes of this Agreement only.

9.13. Incorporation of Exhibits. All exhibits attached hereto are incorporated herein. The exhibits attached to this Agreement are:

- Exhibit A – Copy of Notice to Throckmorton Collegiate Independent School District that the Commissioners Court of Throckmorton County would act on this Agreement.
- Exhibit B – Copy of posted notice of meeting at which this Agreement was acted upon.
- Exhibit C – Detailed description of the Improvements contained in Owner's application for tax abatement
- Exhibit D – Copy of the County's order designating the Throckmorton Reinvestment Zone 2020-2.

This Agreement shall be effective as of the date and year first written above.

ATTEST:

Dianna Moore, County Clerk

COUNTY:

Throckmorton County, Texas

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

By: \_\_\_\_\_  
Trey Carrington, County Judge

OWNER:

King Creek Wind Farm II, LLC, a Delaware  
limited liability company

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



EXHIBIT B to

Tax Abatement Agreement between Throckmorton County, Texas  
and King Creek Wind Farm II, LLC

Posted and Published (on the County's website) Notice of Action by the Throckmorton County  
Commissioners on proposed Tax Abatement Agreement with King Creek Wind Farm II, LLC

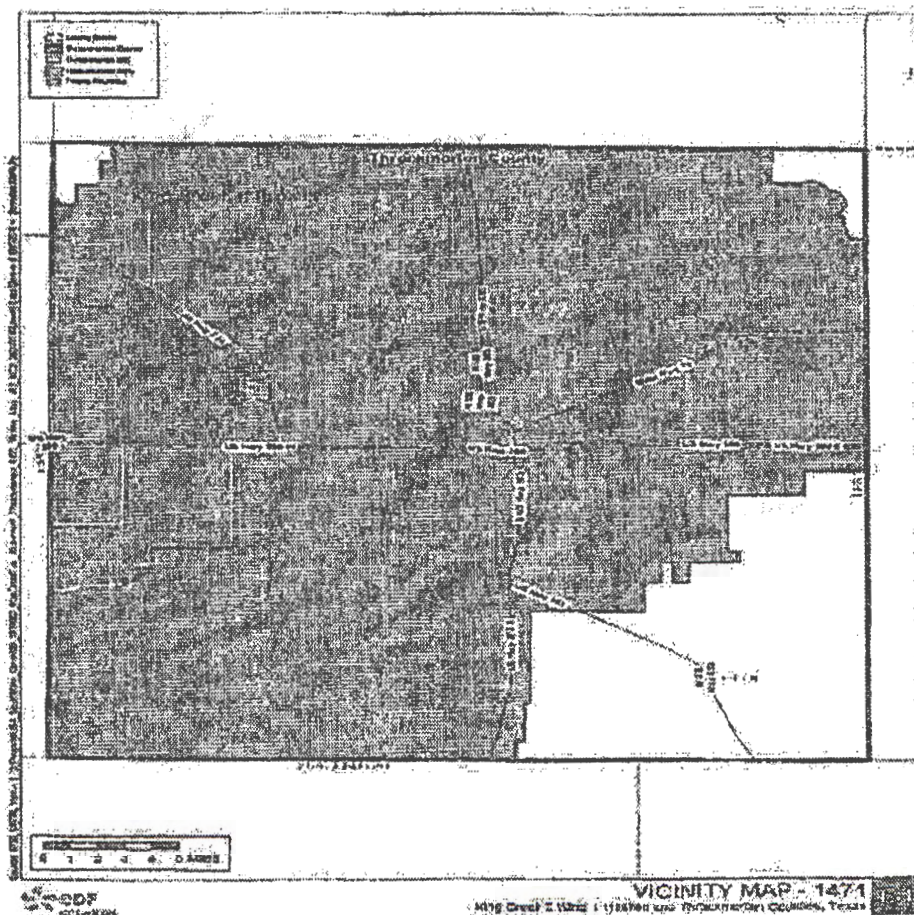
Consisting of 7 pages exclusive of this cover page.

**NOTICE OF CONSIDERATION AND ACTION BY THE COMMISSIONERS COURT  
OF THROCKMORTON COUNTY, TEXAS ON A PROPOSED TAX ABATEMENT  
AGREEMENT WITH KING CREEK WIND FARM II, LLC**

The Commissioners Court of Throckmorton County, Texas will hold a regular meeting at 9:00 a.m. on August 24, 2020 in the Commissioners Courtroom at 105 N. Minter, Throckmorton, Texas at which time it will consider and take action on a proposed Tax Abatement Agreement between Throckmorton County, Texas and King Creek Wind Farm II, LLC (the "Tax Abatement Agreement"). In accordance with TEX. TAX CODE §312.207(c), the following information is provided relative to the proposed Tax Abatement Agreement:

(1) The name of the property owner and applicant with respect to the Tax Abatement Agreement is King Creek Wind Farm II, LLC.

(2) The project which is the subject of the Tax Abatement Agreement is located in the *Throckmorton County Reinvestment Zone 2020-2*. The *Throckmorton County Reinvestment Zone 2020-1* is located in the area described in Exhibit A to this notice. The King Creek II project which is the subject of this proposed Tax Abatement Agreement is to be located in the area shown on the following map:





(3) A general description of the nature of the improvements included in the Tax Abatement Agreement are wind turbine towers, wind turbine generators and blades, foundations and related infrastructure and equipment.

(4) The estimated cost of the project is \$209,000,000.00.

This is a notice required by TEX. TAX CODE §312.207(c). There will be other items which will be considered and acted upon by the Throckmorton County Commissioners Court at its August 24, 2020 meeting. Those additional items will be set forth in a later notice which will be posted as required by Chapter 551 of the Texas Government Code (the Open Meetings Act).

The above and foregoing notice was posted as follows:

|                                                                                                                             |                                                     |
|-----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| On a bulletin board at the Throckmorton County Courthouse which is convenient to the public at the following date and time: | On the County's website on the following date:      |
| Date of posting: <u>July 15<sup>th</sup></u> , 2020                                                                         | Date of posting: <u>July 15<sup>th</sup></u> , 2020 |
| Time of posting: <u>2:30 p.m.</u>                                                                                           |                                                     |

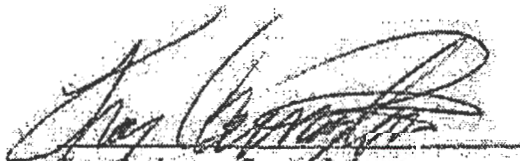
  
Trey Carrington, County Judge

Exhibit A to Order Designating Throckmorton County Reinvestment Zone 2020-2  
Page 1 of 5 Pages of Exhibit A

| Appraisal District<br>Parcel Identification<br>No. | Abstract No. | Survey and Section No. | Acreage |
|----------------------------------------------------|--------------|------------------------|---------|
| 1218                                               | A-43         | BBB AND C 39           | 647.2   |
| 1223                                               | A-48         | BBB AND C 49           | 646.9   |
| 1230                                               | A-55         | BBB AND C 63           | 661.7   |
| 1230                                               | A-55         | BBB AND C 63           | 661.7   |
| 2882                                               | A-1060       | BBB AND C 64           | 656.2   |
| 2912                                               | A-1073       | BBB AND C 40           | 649.9   |
| 2913                                               | A-1074       | BBB AND C 50           | 647     |
| 2976                                               | A-1120       | BBB AND C 38           | 330     |
| 3089                                               | A-1198       | J E POOLE 38           | 321.9   |
| 3234                                               | A-1327       | BBB AND C 23           | 471.7   |
| 40973                                              | A-44         | BBB AND C 41           | 274.3   |
| 40974                                              | A-47         | BBB AND C 47           | 476.4   |
| 40975                                              | A-56         | BBB AND C 65           | 387     |
| 40976                                              | A-64         | BBB AND C 81           | 225.8   |
| 40977                                              | A-71         | BBB AND C 95           | 4       |
| 40977                                              | A-71         | BBB AND C 95           | 4       |
| 40978                                              | A-1059       | BBB AND C 22           | 334.4   |
| 40979                                              | A-1061       | BBB AND C 24           | 467.1   |
| 40980                                              | A-1072       | BBB AND C 48           | 635.8   |
| 40983                                              | A-1126       | B H WISDOM 46          | 152     |
| 40984                                              | A-1238       | E P SWENSON 82         | 456     |
| 40984                                              | A-1238       | E P SWENSON 82         | 456     |
| 40985                                              | A-1239       | E P SWENSON 80         | 99.5    |
| 40986                                              | A-1328       | BBB AND CC 25          | 391.1   |
| 1210                                               | A-38         | BBB AND C 19           | 665     |



Exhibit A to Order Designating Throckmorton County Reinvestment Zone 2020-2  
Page 2 of 5 Pages of Exhibit A

| Appraisal District<br>Parcel Identification<br>No. | Abstract No. | Survey and Section No. | Acreage |
|----------------------------------------------------|--------------|------------------------|---------|
| 1219                                               | A-44         | BBB AND C 41           | 374.4   |
| 1220                                               | A-45         | BBB AND C 43           | 645.5   |
| 1221                                               | A-46         | BBB AND C 45           | 641.3   |
| 1222                                               | A-47         | BBB AND C 47           | 164.9   |
| 1231                                               | A-56         | BBB AND C 65           | 267     |
| 1232                                               | A-57         | BBB AND C 67           | 648.1   |
| 1233                                               | A-58         | BBB AND C 69           | 651.5   |
| 1237                                               | A-61         | BBB AND C 75           | 97.1    |
| 1238                                               | A-62         | BBB AND C 77           | 647.6   |
| 1239                                               | A-63         | BBB AND C 79           | 645.3   |
| 1240                                               | A-64         | BBB AND C 81           | 431.8   |
| 1248                                               | A-71         | BBB AND C 95           | 643.3   |
| 1249                                               | A-72         | BBB AND C 97           | 645     |
| 1250                                               | A-73         | BBB AND C 99           | 642.7   |
| 1252                                               | A-74         | BBB AND C 101          | 152     |
| 1259                                               | A-80         | BBB AND C 113          | 620.2   |
| 1260                                               | A-81         | BBB AND C 115          | 646.4   |
| 1261                                               | A-81         | BBB AND C 115          | 2       |
| 1262                                               | A-82         | BBB AND C 117          | 649.7   |
| 1276                                               | A-89         | BBB AND C 131          | 643     |
| 1278                                               | A-90         | BBB AND C 133          | 293     |
| 1279                                               | A-90         | BBB AND C 133          | 10      |
| 1290                                               | A-100        | BBB AND C 153          | 36      |
| 1292                                               | A-101        | BBB AND C 155          | 449     |
| 2621                                               | A-900        | BBB AND C 116          | 645     |

Exhibit A to Order Designating Throckmorton County Reinvestment Zone 2020-2  
Page 3 of 5 Pages of Exhibit A

| Appraisal District<br>Parcel Identification<br>No. | Abstract No. | Survey and Section No. | Acreage |
|----------------------------------------------------|--------------|------------------------|---------|
| 2639                                               | A-910        | SJ SWENSON 132         | 515.9   |
| 2666                                               | A-930        | GC AND SF 5            | 607.83  |
| 2793                                               | A-1013       | BBB AND C 44           | 658.1   |
| 2797                                               | A-1016       | BBB AND C 112          | 162.5   |
| 2800                                               | A-1018       | BBB AND C 76           | 608.2   |
| 2802                                               | A-1019       | BBB AND C 70           | 460.4   |
| 2879                                               | A-1057       | BBB AND C 130          | 645.9   |
| 2881                                               | A-1059       | BBB AND C 22           | 140.2   |
| 2910                                               | A-1071       | BBB AND C 66           | 653     |
| 2911                                               | A-1072       | BBB AND C 48           | 7.2     |
| 2943                                               | A-1101       | W T SWAGERTY 154       | 269.5   |
| 2986                                               | A-1124       | B H WISDOM 42          | 647.4   |
| 2989                                               | A-1126       | B H WISDOM 46          | 489.3   |
| 2990                                               | A-1127       | B H WISDOM 78          | 645.1   |
| 2991                                               | A-1128       | J A WETHERBEE 114      | 648.3   |
| 3016                                               | A-1142       | JACK BUTLER 100        | 618.4   |
| 3054                                               | A-1165       | R S EDSALL 18          | 148.3   |
| 3099                                               | A-1209       | JC THOMAS 134          | 173.5   |
| 3130                                               | A-1231       | A F MORRIS 98          | 642     |
| 3131                                               | A-1232       | A F MORRIS 68          | 643.8   |
| 3132                                               | A-1233       | A F MORRIS 20          | 480     |
| 3143                                               | A-1237       | EP SWENSON 96          | 643     |
| 3144                                               | A-1238       | EP SWENSON 82          | 196.5   |
| 3145                                               | A-1239       | EP SWENSON 80          | 550.3   |
| 3152                                               | A-1245       | JOHN L WELLS 6         | 183.6   |



Exhibit A to Order Designating Throckmorton County Reinvestment Zone 2020-2  
Page 4 of 5 Pages of Exhibit A

| Appraisal District<br>Parcel Identification<br>No. | Abstract No. | Survey and Section No. | Acreage |
|----------------------------------------------------|--------------|------------------------|---------|
| 3162                                               | A-1254       | R M IRICK 8            | 279.6   |
| 3233                                               | A-1326       | BBB AND C 21           | 476.5   |
| 1158                                               | A-3          | AB AND M 21            | 33.2    |
| 1212                                               | A-40         | BBB AND C 33           | 640     |
| 1226                                               | A-51         | BBB AND C 55           | 640     |
| 1227                                               | A-52         | BBB AND C 57           | 640     |
| 1243                                               | A-67         | BBB AND C 87           | 640     |
| 2612                                               | A-888        | AB AND M 10            | 320     |
| 2614                                               | A-893        | BBB AND C 56           | 160     |
| 2618                                               | A-896        | BBB AND C 32           | 320     |
| 2774                                               | A-1002       | BBB AND C 90           | 640     |
| 2778                                               | A-1004       | BBB AND C 122          | 640     |
| 2867                                               | A-1046       | BBB AND C 30           | 481     |
| 2875                                               | A-1053       | BBB AND C 58           | 640     |
| 2932                                               | A-1092       | AB AND M 22            | 640     |
| 3107                                               | A-1213       | M BECKNELL             | 56.7    |
| 3114                                               | A-1219       | W B HARDIN 2           | 80      |
| 3238                                               | A-1330       | BBB AND C 31           | 475     |
| 3239                                               | A-1331       | C AND M RR 1           | 469     |
| 3274                                               | A-1364       | BBB AND C 56           | 480     |
| 3275                                               | A-1365       | BBB AND C 32           | 320     |
| 3311                                               | A-1398       | AB AND M 10            | 319     |
| 3343                                               | A-1416       | C AND M 2              | 63      |
| 1228                                               | A-53         | BBB AND C 59           | 640     |
| 1229                                               | A-54         | BBB AND C 61           | 640     |

**Exhibit A to Order Designating Throckmorton County Reinvestment Zone 2020-2**  
**Page 5 of 5 Pages of Exhibit A**

| <b>Appraisal District<br/>Parcel Identification<br/>No.</b> | <b>Abstract No.</b> | <b>Survey and Section No.</b> | <b>Acreage</b> |
|-------------------------------------------------------------|---------------------|-------------------------------|----------------|
| 1241                                                        | A-65                | BBB AND C 83                  | 640            |
| 1242                                                        | A-66                | BBB AND CRR 85                | 640            |
| 1246                                                        | A-69                | BBB AND C 91                  | 640            |
| 1247                                                        | A-70                | BBB AND C 93                  | 640            |
| 1263                                                        | A-83                | BBB AND C 119                 | 640            |
| 1264                                                        | A-84                | BBB AND C 121                 | 640            |
| 2876                                                        | A-1054              | A N JEFFERIES 60              | 640            |
| 2877                                                        | A-1055              | A N JEFFERIES 62              | 640            |
| 2890                                                        | A-1063              | B F MERRY 84 BBB AND C        | 640            |
| 2891                                                        | A-1064              | B F MERRY 92 BBB AND C        | 640            |
| 2892                                                        | A-1065              | B F MERRY 94 BBB AND C        | 640            |
| 2893                                                        | A-1066              | B F MERRY 118 BBC             | 640            |
| 2894                                                        | A-1067              | B F MERRY 120 BB AND C        | 640            |
| 2928                                                        | A-1089              | B F MERRY 86 BBB AND C        | 640            |



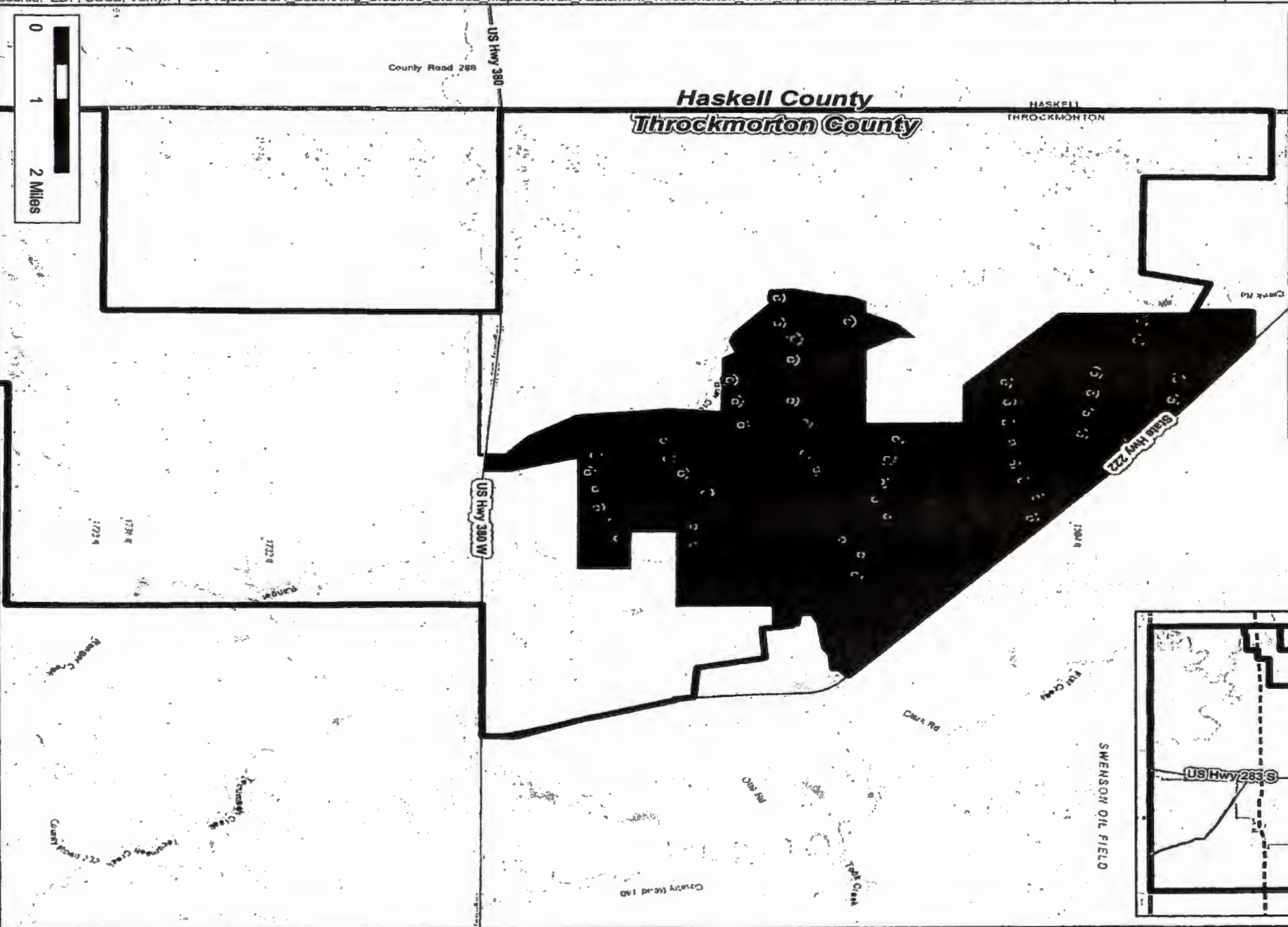
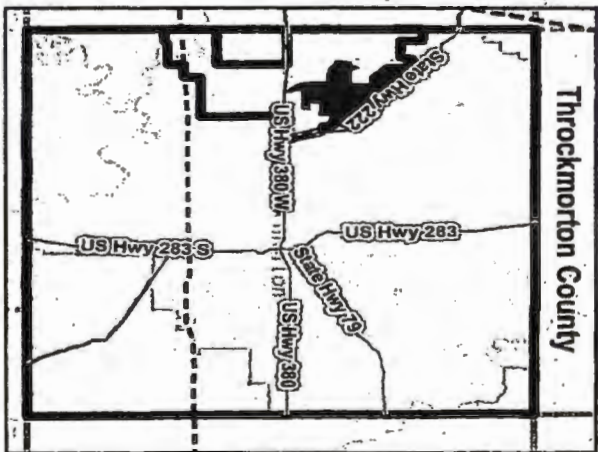
EXHIBIT C to  
Tax Abatement Agreement between Throckmorton County, Texas  
and King Creek Wind Farm II, LLC

Improvements Map and Vicinity Map

Consisting of 2 pages exclusive of this cover page.

**Legend**

- County Boundary
- Throckmorton ISD
- Reforestation Zone
- Project Boundary
- Wind Turbine (49)
- Project Station
- Quarter Tie-In Line to South Point of Intersection (POI) 6.75 miles within Project Boundary 1471
- Highway
- Obstacle - Mulberry Creek 345 KV (AEP)
- Mileage - Clear Crossing 345 KV (Oscar ED)





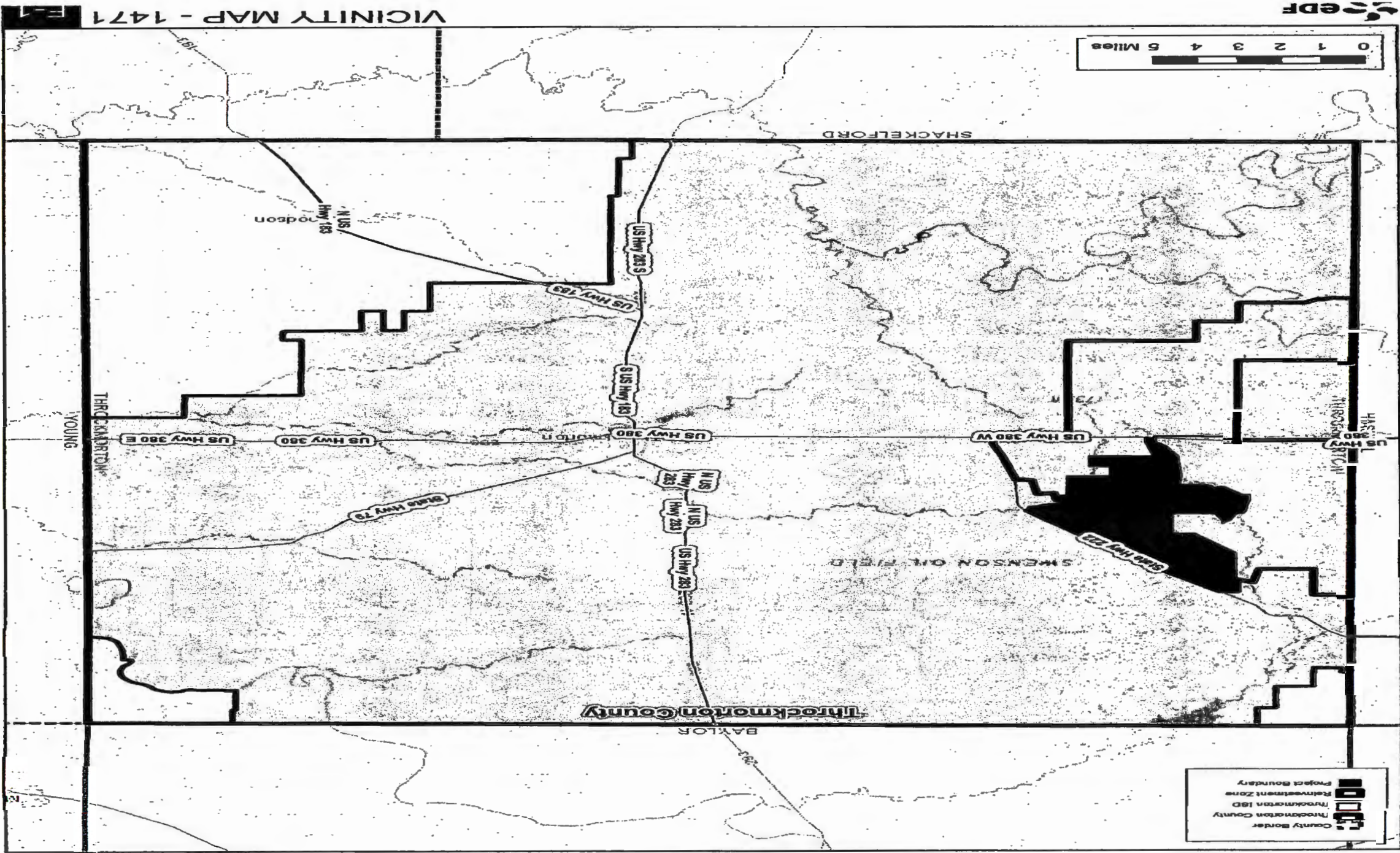
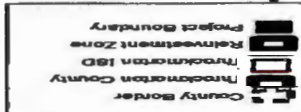


EXHIBIT D to

Tax Abatement Agreement between Throckmorton County, Texas  
and King Creek Wind Farm II, LLC

Order Designating Throckmorton County Reinvestment Zone 2020-2

Consisting of 19 pages exclusive of this cover page.



**ORDER OF THE COMMISSIONERS COURT OF THROCKMORTON COUNTY  
DESIGNATING THE**

**THROCKMORTON COUNTY REINVESTMENT ZONE NO. 2020-2**

**AND MAKING CERTAIN FINDINGS OF FACT AND ENTERING CERTAIN  
CONCLUSIONS OF LAW**

**July 13, 2020**

**Recitals:**

A. On June 22, 2020 the Commissioners Court of Throckmorton County, Texas (the "Commissioners Court") adopted an order electing to participate in tax abatement pursuant to the Texas Property Redevelopment and Tax Abatement Act (Chapter 312, Texas Tax Code, referred to herein as the "Act").

B. On June 22, 2020 the Commissioners Court held a public hearing on the adoption of Tax Abatement Guidelines and Criteria governing any tax abatement agreement that may be entered into by the County and, following that public hearing, the Commissioners Court adopted Tax Abatement Guidelines and Criteria for Throckmorton County, Texas.

C. On July 13, 2020 the Commissioners Court held a public hearing in the Commissioners Courtroom located at 105 North Minter, Throckmorton, Texas on the advisability of designating those tracts of land located in Throckmorton County, Texas which are described in Exhibit A to this order (herein referred to as the "Subject Lands") as a reinvestment zone under the Act.

D. Notice of the July 13, 2020 public hearing was published on June 26, 2020 in The Throckmorton Tribune, a newspaper of general circulation in the area where the Subject Lands are located, as shown by the publishers affidavit and clipping from said newspaper which is attached to this order as Exhibit B and said date of publication was not later than the seventh day before the date of the July 13, 2020 public hearing.

E. Notice of this public hearing was also delivered in writing, via certified mail, return receipt requested, to the presiding officer of the Board of Trustees of the Throckmorton Collegiate Independent School District, which is the only taxing unit, other than Throckmorton County, that includes the Subject Lands in their boundaries. Said notice was sent more than seven days prior to the date of said hearing. A true copy of the notice together with copies of the return receipt is attached as Exhibit C to this order.

F. Based upon the information available to it, including information presented to it at the public hearing referred to above and at prior meetings of the Commissioners Court, the Commissioners Court has determined, and hereby finds and concludes:

(1) that the erection of wind powered electric generating facilities on the Subject Lands is feasible and practical and would be a benefit to the Subject Lands and Throckmorton County, Texas during the course of, and after the expiration of, a tax abatement agreement between Throckmorton County and the developer of a wind energy project pursuant to the Act to be located on the Subject Lands.

(2) that the designation of the Subject Lands as a reinvestment zone will attract major investment in the zone that will be a benefit to the Subject Lands and will contribute to the economic development of Throckmorton County, Texas;

(3) that the designation of the Subject Lands as a reinvestment zone is consistent with Throckmorton County's Tax Abatement Guidelines and Criteria heretofore approved by the Commissioners Court on this date;

(4) that this order was approved by a majority of the Commissioners Court at a meeting held on the date set forth below, which meeting was open to the public, preceded by proper notice, as required by Chapter 551 of the Texas Government Code (the Open Meetings Act) and the Act, and at which a quorum of the members of the Commissioners Court were present;

(5) that the action of the Commissioners Court in approving this order followed the public hearing on the advisability of designating the Subject Lands as a reinvestment zone referred to above at which all persons desiring to speak on the subject were allowed to do so;

(6) that all recitals set forth above are hereby adopted as additional findings of fact and conclusions of law by the Commissioners Court; and

(7) that the following orders should be entered:

IT IS ORDERED, BY THE COMMISSIONERS COURT OF THROCKMORTON COUNTY, TEXAS:

1. That the Subject Lands, located in Throckmorton County, Texas be, and the Subject Lands are, hereby designated as the Throckmorton County Reinvestment Zone 2020-2 and are hereby declared eligible for property tax abatement as authorized by the Act and Throckmorton County's Tax Abatement Guidelines and Criteria.

2. That the foregoing designation shall be effective for a period of five years from the date of this order; provided that such designation may be renewed by appropriate action of the Commissioners Court at a future date.

3. All of the exhibits to this order are incorporated herein by reference.



PASSED AND APPROVED by a vote of the Commissioners Court of Throckmorton County, Texas on July 13, 2020.

  
Trey Carrington, County Judge

ATTEST:

Dianna Moore, County Clerk

By Dianna Moore

# EXHIBIT -A-

| County       | Parcel ID | Legal Acreage | Legal Description1  | Legal Description2    |
|--------------|-----------|---------------|---------------------|-----------------------|
| Throckmorton | 1158      | 33.2          | A-3 AB AND M 21     |                       |
| Throckmorton | 1210      | 665           | A-38 BBB AND C 19   | -TLC-                 |
| Throckmorton | 1211      | 486           | A-39 BBB AND C 29   |                       |
| Throckmorton | 1212      | 640           | A-40 BBB AND C 33   | CR 432                |
| Throckmorton | 1213      | 640           | A-41 BBB AND C 35   |                       |
| Throckmorton | 1214      | 320           | A-42 BBB AND C 37   |                       |
| Throckmorton | 1215      | 120           | A-42 BBB AND C 37   |                       |
| Throckmorton | 1216      | 197           | A-42 BBB AND C 37   |                       |
| Throckmorton | 1217      | 3             | A-42 BBB AND C 37   |                       |
| Throckmorton | 1218      | 647.2         | A-43 BBB AND C 39   |                       |
| Throckmorton | 1219      | 374.4         | A-44 BBB AND C 41   | -TLC-                 |
| Throckmorton | 1220      | 645.5         | A-45 BBB AND C 43   | -TLC-                 |
| Throckmorton | 1221      | 641.3         | A-46 BBB AND C 45   | -TLC-                 |
| Throckmorton | 1222      | 164.9         | A-47 BBB AND C 47   | -TLC-                 |
| Throckmorton | 1223      | 646.9         | A-48 BBB AND C 49   |                       |
| Throckmorton | 1224      | 640           | A-49 BBB AND C 51   |                       |
| Throckmorton | 1225      | 640           | A-50 BBB AND C 53   |                       |
| Throckmorton | 1226      | 640           | A-51 BBB AND C 55   |                       |
| Throckmorton | 1227      | 640           | A-52 BBB AND C 57   | COFFEE                |
| Throckmorton | 1228      | 640           | A-53 BBB AND C 59   | COMMANCHE CREST       |
| Throckmorton | 1229      | 640           | A-54 BBB AND C 61   | COMMANCHE CREST RANCH |
| Throckmorton | 1230      | 661.7         | A-55 BBB AND C 63   |                       |
| Throckmorton | 1230      | 661.7         | A-55 BBB AND C 63   |                       |
| Throckmorton | 1231      | 267           | A-56 BBB AND C 65   | -TLC-                 |
| Throckmorton | 1232      | 648.1         | A-57 BBB AND C 67   | -TLC-                 |
| Throckmorton | 1233      | 651.5         | A-58 BBB AND C 69   | -TLC-                 |
| Throckmorton | 1237      | 97.1          | A-61 BBB AND C 75   | -TLC-                 |
| Throckmorton | 1238      | 647.6         | A-62 BBB AND C 77   | -TLC-                 |
| Throckmorton | 1239      | 645.3         | A-63 BBB AND C 79   | -TLC-                 |
| Throckmorton | 1240      | 431.8         | A-64 BBB AND C 81   | -TLC-                 |
| Throckmorton | 1241      | 640           | A-65 BBB AND C 83   | COMMANCHE CREST RANCH |
| Throckmorton | 1242      | 640           | A-66 BBB AND CRR 85 | COMMANCHE CREST RANCH |
| Throckmorton | 1243      | 640           | A-67 BBB AND C 87   |                       |
| Throckmorton | 1246      | 640           | A-69 BBB AND C 91   | COMMANCHE CREST RANCH |
| Throckmorton | 1247      | 640           | A-70 BBB AND C 93   | COMMANCHE CREST RANCH |
| Throckmorton | 1248      | 643.3         | A-71 BBB AND C 95   | -TLC-                 |
| Throckmorton | 1249      | 645           | A-72 BBB AND C 97   | -TLC-                 |
| Throckmorton | 1250      | 642.7         | A-73 BBB AND C 99   | -TLC-                 |
| Throckmorton | 1252      | 152           | A-74 BBB AND C 101  | -TLC-                 |
| Throckmorton | 1259      | 620.2         | A-80 BBB AND C 113  | -TLC-                 |
| Throckmorton | 1260      | 646.4         | A-81 BBB AND C 115  | -TLC-                 |
| Throckmorton | 1261      | 2             | A-81 BBB AND C 115  | #NAME?                |
| Throckmorton | 1262      | 649.7         | A-82 BBB AND C 117  | -TLC-                 |
| Throckmorton | 1263      | 640           | A-83 BBB AND C 119  | COMMANCHE CREST RANCH |
| Throckmorton | 1264      | 640           | A-84 BBB AND C 121  | COMMANCHE CREST RANCH |
| Throckmorton | 1276      | 643           | A-89 BBB AND C 131  | -TLC-                 |
| Throckmorton | 1278      | 293           | A-90 BBB AND C 133  | -TLC-                 |



# EXHIBIT -A-

| County       | Parcel ID | Legal Acreage | Legal Description1            | Legal Description2     |
|--------------|-----------|---------------|-------------------------------|------------------------|
| Throckmorton | 1279      | 10            | A-90 BBB AND C 133            | IMPROVEMENT- HERNANDEZ |
| Throckmorton | 1290      | 36            | A-100 BBB AND C 153           | -TLC-                  |
| Throckmorton | 1292      | 449           | A-101 BBB AND C 155           | -TLC-                  |
| Throckmorton | 2612      | 320           | A-888 AB AND M 10             | CAMPBELL W/2           |
| Throckmorton | 2614      | 160           | A-893 BBB AND C 56            | SW/4 GENTRY            |
| Throckmorton | 2618      | 320           | A-896 BBB AND C 32            | N/2                    |
| Throckmorton | 2621      | 645           | A-900 BBB AND C 116           | DANIEL J KERR          |
| Throckmorton | 2639      | 515.9         | A-910 SJ SWENSON 132          | -TLC-                  |
| Throckmorton | 2666      | 607.83        | A-930 GC AND SF 5             | -TLC-                  |
| Throckmorton | 2774      | 640           | A-1002 BBB AND C 90           | REYNOLDS               |
| Throckmorton | 2778      | 640           | A-1004 BBB AND C 122          | B F REYNOLDS           |
| Throckmorton | 2793      | 658.1         | A-1013 BBB AND C 44           | MILLIE RHOMBERG        |
| Throckmorton | 2797      | 162.5         | A-1016 BBB AND C 112          | L RHOMBERG             |
| Throckmorton | 2800      | 608.2         | A-1018 BBB AND C 76           | JA RHOMBERG            |
| Throckmorton | 2802      | 460.4         | A-1019 BBB AND C 70           | JA RHOMBERG            |
| Throckmorton | 2864      | 247.5         | A-1044 D C CAMPBELL 26        |                        |
| Throckmorton | 2865      | 260.5         | A-1044 D C CAMPBELL 26        |                        |
| Throckmorton | 2866      | 490           | A-1045 BBB AND C 28           |                        |
| Throckmorton | 2867      | 481           | A-1046 BBB AND C 30           | E PT CAMPBELL          |
| Throckmorton | 2868      | 640           | A-1047 BBB AND C 34           |                        |
| Throckmorton | 2872      | 640           | A-1050 BBB AND C 36           |                        |
| Throckmorton | 2873      | 640           | A-1051 BBB AND C 52           |                        |
| Throckmorton | 2874      | 640           | A-1052 BBB AND C 54           |                        |
| Throckmorton | 2875      | 640           | A-1053 BBB AND C 58           | JEFFRIES               |
| Throckmorton | 2876      | 640           | A-1054 A N JEFFERIES 60       | ROBBIE D JOHNSON       |
| Throckmorton | 2877      | 640           | A-1055 A N JEFFERIES 62       | COMMANCHE CREST RANCH  |
| Throckmorton | 2879      | 645.9         | A-1057 BBB AND C 130          | A B KING               |
| Throckmorton | 2881      | 140.2         | A-1059 BBB AND C 22           | JA MATTHEWS            |
| Throckmorton | 2882      | 656.2         | A-1060 BBB AND C 64           | JA MATTHEWS            |
| Throckmorton | 2890      | 640           | A-1063 B F MERRY 84 BBB AND C | COMMANCHE CREST RANCH  |
| Throckmorton | 2891      | 640           | A-1064 B F MERRY 92 BBB AND C | COMMANCHE CREST RANCH  |
| Throckmorton | 2892      | 640           | A-1065 B F MERRY 94 BBB AND C | COMMANCHE CREST RANCH  |
| Throckmorton | 2893      | 640           | A-1066 B F MERRY 118 BBC      | COMMANCHE CREST RANCH  |
| Throckmorton | 2894      | 640           | A-1067 B F MERRY 120 BB AND C | COMMANCHE CREST RANCH  |
| Throckmorton | 2910      | 653           | A-1071 BBB AND C 66           | JE POOLE               |
| Throckmorton | 2911      | 7.2           | A-1072 BBB AND C 48           | J E POOLE              |
| Throckmorton | 2912      | 649.9         | A-1073 BBB AND C 40           | JE POOLE               |
| Throckmorton | 2913      | 647           | A-1074 BBB AND C 50           | JE POOLE               |
| Throckmorton | 2913      | 647           | A-1074 BBB AND C 50           | JE POOLE               |
| Throckmorton | 2928      | 640           | A-1089 B F MERRY 86 BBB AND C | COMMANCHE CREST RANCH  |
| Throckmorton | 2932      | 640           | A-1092 AB AND M 22            | W D REYNOLDS           |
| Throckmorton | 2943      | 269.5         | A-1101 W T SWAGERTY 154       | -TLC-                  |
| Throckmorton | 2976      | 330           | A-1120 BBB AND C 38           | S/2 JOHN SAUER         |
| Throckmorton | 2976      | 330           | A-1120 BBB AND C 38           | S/2 JOHN SAUER         |
| Throckmorton | 2986      | 647.4         | A-1124 B H WISDOM 42          | -TLC-                  |
| Throckmorton | 2989      | 489.3         | A-1126 B H WISDOM 46          | -TLC-                  |
| Throckmorton | 2990      | 645.1         | A-1127 B H WISDOM 78          | -TLC-                  |



# EXHIBIT -A-

| County       | Parcel ID | Legal Acreage | Legal Description1       | Legal Description2 |
|--------------|-----------|---------------|--------------------------|--------------------|
| Throckmorton | 2991      | 648.3         | A-1128 J A WETHERBEE 114 | -TLC-              |
| Throckmorton | 3016      | 618.4         | A-1142 JACK BUTLER 100   | -TLC-              |
| Throckmorton | 3054      | 148.3         | A-1165 R S EDSALL 18     | -TLC-              |
| Throckmorton | 3089      | 321.9         | A-1198 J E POOLE 38      | N/2                |
| Throckmorton | 3099      | 173.5         | A-1209 J C THOMAS 134    | -TLC-              |
| Throckmorton | 3107      | 56.7          | A-1213 M BECKNELL        | N PT               |
| Throckmorton | 3114      | 80            | A-1219 W B HARDIN 2      |                    |
| Throckmorton | 3130      | 642           | A-1231 A F MORRIS 98     | -TLC-              |
| Throckmorton | 3131      | 643.8         | A-1232 A F MORRIS 68     | -TLC-              |
| Throckmorton | 3132      | 480           | A-1233 A F MORRIS 20     | -TLC-              |
| Throckmorton | 3143      | 643           | A-1237 EP SWENSON 96     | -TLC-              |
| Throckmorton | 3144      | 196.5         | A-1238 EP SWENSON 82     | -TLC-              |
| Throckmorton | 3145      | 550.3         | A-1239 EP SWENSON 80     | -TLC-              |
| Throckmorton | 3152      | 183.6         | A-1245 JOHN L WELLS 6    | -TLC-              |
| Throckmorton | 3162      | 279.6         | A-1254 R M IRICK 8       | -TLC-              |
| Throckmorton | 3233      | 476.5         | A-1326 BBB AND C 21      | -TLC-              |
| Throckmorton | 3234      | 471.7         | A-1327 BBB AND C 23      |                    |
| Throckmorton | 3235      | 81.41         | A-1328 BBB AND C 25      |                    |
| Throckmorton | 3237      | 495           | A-1329 BBB AND C 27      |                    |
| Throckmorton | 3238      | 475           | A-1330 BBB AND C 31      | E PT               |
| Throckmorton | 3239      | 469           | A-1331 C AND M RR 1      | E PT               |
| Throckmorton | 3274      | 480           | A-1364 BBB AND C 56      | E/2 COFFEE         |
| Throckmorton | 3275      | 320           | A-1365 BBB AND C 32      | S/2                |
| Throckmorton | 3310      | 1             | A-1398 2 10 WILLIAMSON   | E/2 AB AND M       |
| Throckmorton | 3311      | 319           | A-1398 AB AND M 10       | E/2 G B WILLIAMSON |
| Throckmorton | 3343      | 63            | A-1416 C AND M 2         | E PT WILLIAMSON    |
| Throckmorton | 40973     | 274.3         | A-44 BBB AND C 41        |                    |
| Throckmorton | 40974     | 476.4         | A-47 BBB AND C 47        |                    |
| Throckmorton | 40975     | 387           | A-56 BBB AND C 65        |                    |
| Throckmorton | 40976     | 225.8         | A-64 BBB AND C 81        |                    |
| Throckmorton | 40977     | 4             | A-71 BBB AND C 95        |                    |
| Throckmorton | 40977     | 4             | A-71 BBB AND C 95        |                    |
| Throckmorton | 40978     | 334.4         | A-1059 BBB AND C 22      | J A MATTHEWS       |
| Throckmorton | 40979     | 467.1         | A-1061 BBB AND C 24      |                    |
| Throckmorton | 40980     | 635.8         | A-1072 BBB AND C 48      | J E POOLE          |
| Throckmorton | 40983     | 152           | A-1126 B H WISDOM 46     |                    |
| Throckmorton | 40984     | 456           | A-1238 E P SWENSON 82    |                    |
| Throckmorton | 40984     | 456           | A-1238 E P SWENSON 82    |                    |
| Throckmorton | 40985     | 99.5          | A-1239 E P SWENSON 80    |                    |
| Throckmorton | 40986     | 391.1         | A-1328 BBB AND CC 25     |                    |



**EXHIBIT B to**  
**Order Designating the Throckmorton County Reinvestment Zone 2020-2**  
**Published Notice of Public Hearing**

**Consisting of 3 pages exclusive of this cover page.**

Jay Central  
WKB

## Affidavit of Publisher

**The State of Texas**  
**County of Throckmorton**

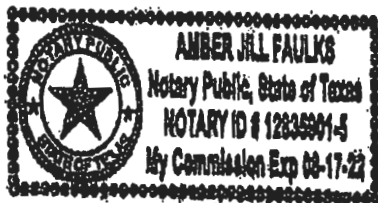
Before me, the undersigned authority, on this day personally appeared Callie Metler-Smith, who being by me duly sworn, on her oath deposes and says that she is publisher of the *Throckmorton Tribune* newspaper of general circulation published in said County; that said newspaper is continuously and regularly distributed in Throckmorton County, that a copy of the within and foregoing notice was published in said newspaper, such publication being on the following dates June 26, 2020, newspaper copies of which are hereto attached.

Callie Metler-Smith

Callie Metler-Smith  
Publisher

Sworn to and subscribed before me, this 1<sup>st</sup> day of July 2020

Amber Jill Faulks





VOL 27 PG 402

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OFFICE OF PUBLIC AFFAIRS AND COMMUNITY RELATIONS  
U.S. DEPARTMENT OF JUSTICE  
WASHINGTON, D.C. 20535  
TELEPHONE: (202) 512-2000  
FACSIMILE: (202) 512-2000  
WWW.DEPARTMENTOFJUSTICE.GOV

| Account | Survey No. | Area in Acres | Altered No. | Block No. |
|---------|------------|---------------|-------------|-----------|
| 610     | 201        | 204           | 121         | 100       |
| 660     | 203        | 204           | 121         | 100       |
| 710     | 204        | 204           | 121         | 100       |
| 810     | 217        | 204           | 121         | 100       |
| 910     | 216        | 204           | 121         | 100       |
| 1010    | 218        | 204           | 121         | 100       |
| 1110    | 218        | 204           | 121         | 100       |
| 1210    | 218        | 204           | 121         | 100       |
| 1310    | 218        | 204           | 121         | 100       |
| 1410    | 218        | 204           | 121         | 100       |
| 1510    | 218        | 204           | 121         | 100       |
| 1610    | 218        | 204           | 121         | 100       |
| 1710    | 218        | 204           | 121         | 100       |
| 1810    | 218        | 204           | 121         | 100       |
| 1910    | 218        | 204           | 121         | 100       |
| 2010    | 218        | 204           | 121         | 100       |
| 2110    | 218        | 204           | 121         | 100       |
| 2210    | 218        | 204           | 121         | 100       |
| 2310    | 218        | 204           | 121         | 100       |
| 2410    | 218        | 204           | 121         | 100       |
| 2510    | 218        | 204           | 121         | 100       |
| 2610    | 218        | 204           | 121         | 100       |
| 2710    | 218        | 204           | 121         | 100       |
| 2810    | 218        | 204           | 121         | 100       |
| 2910    | 218        | 204           | 121         | 100       |
| 3010    | 218        | 204           | 121         | 100       |
| 3110    | 218        | 204           | 121         | 100       |
| 3210    | 218        | 204           | 121         | 100       |
| 3310    | 218        | 204           | 121         | 100       |
| 3410    | 218        | 204           | 121         | 100       |
| 3510    | 218        | 204           | 121         | 100       |
| 3610    | 218        | 204           | 121         | 100       |
| 3710    | 218        | 204           | 121         | 100       |
| 3810    | 218        | 204           | 121         | 100       |
| 3910    | 218        | 204           | 121         | 100       |
| 4010    | 218        | 204           | 121         | 100       |
| 4110    | 218        | 204           | 121         | 100       |
| 4210    | 218        | 204           | 121         | 100       |
| 4310    | 218        | 204           | 121         | 100       |
| 4410    | 218        | 204           | 121         | 100       |
| 4510    | 218        | 204           | 121         | 100       |
| 4610    | 218        | 204           | 121         | 100       |
| 4710    | 218        | 204           | 121         | 100       |
| 4810    | 218        | 204           | 121         | 100       |
| 4910    | 218        | 204           | 121         | 100       |
| 5010    | 218        | 204           | 121         | 100       |
| 5110    | 218        | 204           | 121         | 100       |
| 5210    | 218        | 204           | 121         | 100       |
| 5310    | 218        | 204           | 121         | 100       |
| 5410    | 218        | 204           | 121         | 100       |
| 5510    | 218        | 204           | 121         | 100       |
| 5610    | 218        | 204           | 121         | 100       |
| 5710    | 218        | 204           | 121         | 100       |
| 5810    | 218        | 204           | 121         | 100       |
| 5910    | 218        | 204           | 121         | 100       |
| 6010    | 218        | 204           | 121         | 100       |
| 6110    | 218        | 204           | 121         | 100       |
| 6210    | 218        | 204           | 121         | 100       |
| 6310    | 218        | 204           | 121         | 100       |
| 6410    | 218        | 204           | 121         | 100       |
| 6510    | 218        | 204           | 121         | 100       |
| 6610    | 218        | 204           | 121         | 100       |
| 6710    | 218        | 204           | 121         | 100       |
| 6810    | 218        | 204           | 121         | 100       |
| 6910    | 218        | 204           | 121         | 100       |
| 7010    | 218        | 204           | 121         | 100       |
| 7110    | 218        | 204           | 121         | 100       |
| 7210    | 218        | 204           | 121         | 100       |
| 7310    | 218        | 204           | 121         | 100       |
| 7410    | 218        | 204           | 121         | 100       |
| 7510    | 218        | 204           | 121         | 100       |
| 7610    | 218        | 204           | 121         | 100       |
| 7710    | 218        | 204           | 121         | 100       |
| 7810    | 218        | 204           | 121         | 100       |
| 7910    | 218        | 204           | 121         | 100       |
| 8010    | 218        | 204           | 121         | 100       |
| 8110    | 218        | 204           | 121         | 100       |
| 8210    | 218        | 204           | 121         | 100       |
| 8310    | 218        | 204           | 121         | 100       |
| 8410    | 218        | 204           | 121         | 100       |
| 8510    | 218        | 204           | 121         | 100       |
| 8610    | 218        | 204           | 121         | 100       |
| 8710    | 218        | 204           | 121         | 100       |
| 8810    | 218        | 204           | 121         | 100       |
| 8910    | 218        | 204           | 121         | 100       |
| 9010    | 218        | 204           | 121         | 100       |
| 9110    | 218        | 204           | 121         | 100       |
| 9210    | 218        | 204           | 121         | 100       |
| 9310    | 218        | 204           | 121         | 100       |
| 9410    | 218        | 204           | 121         | 100       |
| 9510    | 218        | 204           | 121         | 100       |
| 9610    | 218        | 204           | 121         | 100       |
| 9710    | 218        | 204           | 121         | 100       |
| 9810    | 218        | 204           | 121         | 100       |
| 9910    | 218        | 204           | 121         | 100       |
| 10010   | 218        | 204           | 121         | 100       |

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VOL. 77 PG. 493



**EXHIBIT C to**  
**Order Designating the Throckmorton County Reinvestment Zone 2020-2**  
**Notice to Throckmorton Collegiate Independent School District**

**Consisting of 8 pages exclusive of this cover page.**

# **JAY A. CANTRELL**

*A Professional Corporation*

**ATTORNEY AT LAW**

Telephone: (940) 766-3305  
Fax No. (940) 322-3462

807 Eighth Street, Suite 810  
Wichita Falls, Texas 76301-3319

email: jay@jaycantrell.com

June 17, 2020

**Sent Via Certified Mail, Return Receipt Requested:**

Ms. Kathy Thorp, President  
Board of Trustees  
Throckmorton Collegiate Independent School District  
210 College Street  
Throckmorton, Texas 76483

Re: Notice of public hearing by Commissioners Court of Throckmorton County,  
Texas on Designation of the Throckmorton County Reinvestment Zone  
2020-2

Dear Ms. Thorp:

As indicated previously, I represent the Throckmorton County Commissioners in connection with this matter.

A public hearing has been rescheduled before the Commissioners Court of Throckmorton County beginning at 9:00 a.m. on July 13, 2020 in the Commissioners Courtroom located at 105 N. Minter Street, Throckmorton, Texas at which the Commissioners Court will consider the advisability of designating certain tracts of land set forth in Exhibit A to this letter as the Throckmorton County Reinvestment Zone 2020-2. The tracts of land are described by appraisal district identification number, abstract numbers, survey and section or block numbers and acreage on Exhibit A.

Following the public hearing the Commissioners Court will take action on whether to designation those tracts as a reinvestment zone. This action is being taken at the request of the lessee of these tracts who anticipates building a wind energy project on the tracts they have leased.

If you have any questions on this matter, please do not hesitate to contact me or Judge Carrington.



June 17, 2020  
Presiding Officer of  
Throckmorton Collegiate-Independent School District  
Page 2 of 2 Pages

Sincerely,



Jay A. Cantrell

Enclosure as indicated

Cc Hon. Trey Carrington  
County Judge

| U.S. Postal Service<br>CERTIFIED MAIL RECEIPT<br>Domestic Mail Only                 |    |
|-------------------------------------------------------------------------------------|----|
| For tracking information, visit us online at <a href="http://usps.com">usps.com</a> |    |
| OFFICIAL USE                                                                        |    |
| Certified Mail Fee \$                                                               |    |
| Extra Services & Fees (check box, add fee as appropriate)                           |    |
| <input type="checkbox"/> Return Receipt (hardcopy)                                  | \$ |
| <input type="checkbox"/> Return Receipt (electronic)                                | \$ |
| <input type="checkbox"/> Certified Mail Restricted Delivery                         | \$ |
| <input type="checkbox"/> Adult Signature Required                                   | \$ |
| <input type="checkbox"/> Signature Required Delivery                                | \$ |
| Postage                                                                             |    |
| Total Postage and Fees \$                                                           |    |
| Sent by <u>Kyle Thompson</u> <u>7/15/20</u>                                         |    |
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| City, State, ZIP+4® <u>Throckmorton TX 76783</u>                                    |    |

2516 0250 1000 0250 9102

**Exhibit A to Order Designating Throckmorton County Reinvestment Zone 2020-2**  
**Page 1 of 5 Pages of Exhibit A**

| <b>Appraisal District<br/>Parcel Identification<br/>No.</b> | <b>Abstract No.</b> | <b>Survey and Section No.</b> | <b>Acreage</b> |
|-------------------------------------------------------------|---------------------|-------------------------------|----------------|
| 1218                                                        | A-43                | BBB AND C 39                  | 647.2          |
| 1223                                                        | A-48                | BBB AND C 49                  | 646.9          |
| 1230                                                        | A-55                | BBB AND C 63                  | 661.7          |
| 1230                                                        | A-55                | BBB AND C 63                  | 661.7          |
| 2882                                                        | A-1060              | BBB AND C 64                  | 656.2          |
| 2912                                                        | A-1073              | BBB AND C 40                  | 649.9          |
| 2913                                                        | A-1074              | BBB AND C 50                  | 647            |
| 2976                                                        | A-1120              | BBB AND C 38                  | 330            |
| 3089                                                        | A-1198              | J E POOLE 38                  | 321.9          |
| 3234                                                        | A-1327              | BBB AND C 23                  | 471.7          |
| 40973                                                       | A-44                | BBB AND C 41                  | 274.3          |
| 40974                                                       | A-47                | BBB AND C 47                  | 476.4          |
| 40975                                                       | A-56                | BBB AND C 65                  | 387            |
| 40976                                                       | A-64                | BBB AND C 81                  | 225.8          |
| 40977                                                       | A-71                | BBB AND C 95                  | 4              |
| 40977                                                       | A-71                | BBB AND C 95                  | 4              |
| 40978                                                       | A-1059              | BBB AND C 22                  | 334.4          |
| 40979                                                       | A-1061              | BBB AND C 24                  | 467.1          |
| 40980                                                       | A-1072              | BBB AND C 48                  | 635.8          |
| 40983                                                       | A-1126              | B H WISDOM 46                 | 152            |
| 40984                                                       | A-1238              | E P SWENSON 82                | 456            |
| 40984                                                       | A-1238              | E P SWENSON 82                | 456            |
| 40985                                                       | A-1239              | E P SWENSON 80                | 99.5           |
| 40986                                                       | A-1328              | BBB AND CC 25                 | 391.1          |
| 1210                                                        | A-38                | BBB AND C 19                  | 665            |



**Exhibit A to Order Designating Throckmorton County Reinvestment Zone 2020-2**  
**Page 2 of 5 Pages of Exhibit A**

| <b>Appraisal District<br/>Parcel Identification<br/>No.</b> | <b>Abstract No.</b> | <b>Survey and Section No.</b> | <b>Acreage</b> |
|-------------------------------------------------------------|---------------------|-------------------------------|----------------|
| 1219                                                        | A-44                | BBB AND C 41                  | 374.4          |
| 1220                                                        | A-45                | BBB AND C 43                  | 645.5          |
| 1221                                                        | A-46                | BBB AND C 45                  | 641.3          |
| 1222                                                        | A-47                | BBB AND C 47                  | 164.9          |
| 1231                                                        | A-56                | BBB AND C 65                  | 267            |
| 1232                                                        | A-57                | BBB AND C 67                  | 648.1          |
| 1233                                                        | A-58                | BBB AND C 69                  | 651.5          |
| 1237                                                        | A-61                | BBB AND C 75                  | 97.1           |
| 1238                                                        | A-62                | BBB AND C 77                  | 647.6          |
| 1239                                                        | A-63                | BBB AND C 79                  | 645.3          |
| 1240                                                        | A-64                | BBB AND C 81                  | 431.8          |
| 1248                                                        | A-71                | BBB AND C 95                  | 643.3          |
| 1249                                                        | A-72                | BBB AND C 97                  | 645            |
| 1250                                                        | A-73                | BBB AND C 99                  | 642.7          |
| 1252                                                        | A-74                | BBB AND C 101                 | 152            |
| 1259                                                        | A-80                | BBB AND C 113                 | 620.2          |
| 1260                                                        | A-81                | BBB AND C 115                 | 646.4          |
| 1261                                                        | A-81                | BBB AND C 115                 | 2              |
| 1262                                                        | A-82                | BBB AND C 117                 | 649.7          |
| 1276                                                        | A-89                | BBB AND C 131                 | 643            |
| 1278                                                        | A-90                | BBB AND C 133                 | 293            |
| 1279                                                        | A-90                | BBB AND C 133                 | 10             |
| 1290                                                        | A-100               | BBB AND C 153                 | 36             |
| 1292                                                        | A-101               | BBB AND C 155                 | 449            |
| 2621                                                        | A-900               | BBB AND C 116                 | 645            |

**Exhibit A to Order Designating Throckmorton County Reinvestment Zone 2020-2**  
**Page 3 of 5 Pages of Exhibit A**

| <b>Appraisal District<br/>Parcel Identification<br/>No.</b> | <b>Abstract No.</b> | <b>Survey and Section No.</b> | <b>Acreage</b> |
|-------------------------------------------------------------|---------------------|-------------------------------|----------------|
| 2639                                                        | A-910               | SJ SWENSON 132                | 515.9          |
| 2666                                                        | A-930               | GC AND SF 5                   | 607.83         |
| 2793                                                        | A-1013              | BBB AND C 44                  | 658.1          |
| 2797                                                        | A-1016              | BBB AND C 112                 | 162.5          |
| 2800                                                        | A-1018              | BBB AND C 76                  | 608.2          |
| 2802                                                        | A-1019              | BBB AND C 70                  | 460.4          |
| 2879                                                        | A-1057              | BBB AND C 130                 | 645.9          |
| 2881                                                        | A-1059              | BBB AND C 22                  | 140.2          |
| 2910                                                        | A-1071              | BBB AND C 66                  | 653            |
| 2911                                                        | A-1072              | BBB AND C 48                  | 7.2            |
| 2943                                                        | A-1101              | W T SWAGERTY 154              | 269.5          |
| 2986                                                        | A-1124              | B H WISDOM 42                 | 647.4          |
| 2989                                                        | A-1126              | B H WISDOM 46                 | 489.3          |
| 2990                                                        | A-1127              | B H WISDOM 78                 | 645.1          |
| 2991                                                        | A-1128              | J A WETHERBEE 114             | 648.3          |
| 3016                                                        | A-1142              | JACK BUTLER 100               | 618.4          |
| 3054                                                        | A-1165              | R S EDSALL 18                 | 148.3          |
| 3099                                                        | A-1209              | JC THOMAS 134                 | 173.5          |
| 3130                                                        | A-1231              | A F MORRIS 98                 | 642            |
| 3131                                                        | A-1232              | A F MORRIS 68                 | 643.8          |
| 3132                                                        | A-1233              | A F MORRIS 20                 | 480            |
| 3143                                                        | A-1237              | EP SWENSON 96                 | 643            |
| 3144                                                        | A-1238              | EP SWENSON 82                 | 196.5          |
| 3145                                                        | A-1239              | EP SWENSON 80                 | 550.3          |
| 3152                                                        | A-1245              | JOHN L WELLS 6                | 183.6          |



**Exhibit A to Order Designating Throckmorton County Reinvestment Zone 2020-2**  
**Page 4 of 5 Pages of Exhibit A**

| <b>Appraisal District<br/>Parcel Identification<br/>No.</b> | <b>Abstract No.</b> | <b>Survey and Section No.</b> | <b>Acreage</b> |
|-------------------------------------------------------------|---------------------|-------------------------------|----------------|
| 3162                                                        | A-1254              | R M IRICK 8                   | 279.6          |
| 3233                                                        | A-1326              | BBB AND C 21                  | 476.5          |
| 1158                                                        | A-3                 | AB AND M 21                   | 33.2           |
| 1212                                                        | A-40                | BBB AND C 33                  | 640            |
| 1226                                                        | A-51                | BBB AND C 55                  | 640            |
| 1227                                                        | A-52                | BBB AND C 57                  | 640            |
| 1243                                                        | A-67                | BBB AND C 87                  | 640            |
| 2612                                                        | A-888               | AB AND M 10                   | 320            |
| 2614                                                        | A-893               | BBB AND C 56                  | 160            |
| 2618                                                        | A-896               | BBB AND C 32                  | 320            |
| 2774                                                        | A-1002              | BBB AND C 90                  | 640            |
| 2778                                                        | A-1004              | BBB AND C 122                 | 640            |
| 2867                                                        | A-1046              | BBB AND C 30                  | 481            |
| 2875                                                        | A-1053              | BBB AND C 58                  | 640            |
| 2932                                                        | A-1092              | AB AND M 22                   | 640            |
| 3107                                                        | A-1213              | M BECKNELL                    | 56.7           |
| 3114                                                        | A-1219              | W B HARDIN 2                  | 80             |
| 3238                                                        | A-1330              | BBB AND C 31                  | 475            |
| 3239                                                        | A-1331              | C AND M RR 1                  | 469            |
| 3274                                                        | A-1364              | BBB AND C 56                  | 480            |
| 3275                                                        | A-1365              | BBB AND C 32                  | 320            |
| 3311                                                        | A-1398              | AB AND M 10                   | 319            |
| 3343                                                        | A-1416              | C AND M 2                     | 63             |
| 1228                                                        | A-53                | BBB AND C 59                  | 640            |
| 1229                                                        | A-54                | BBB AND C 61                  | 640            |

**Exhibit A to Order Designating Throckmorton County Reinvestment Zone 2020-2**  
**Page 5 of 5 Pages of Exhibit A**

| <b>Appraisal District<br/>Parcel Identification<br/>No.</b> | <b>Abstract No.</b> | <b>Survey and Section No.</b> | <b>Acreage</b> |
|-------------------------------------------------------------|---------------------|-------------------------------|----------------|
| 1241                                                        | A-65                | BBB AND C 83                  | 640            |
| 1242                                                        | A-66                | BBB AND CRR 85                | 640            |
| 1246                                                        | A-69                | BBB AND C 91                  | 640            |
| 1247                                                        | A-70                | BBB AND C 93                  | 640            |
| 1263                                                        | A-83                | BBB AND C 119                 | 640            |
| 1264                                                        | A-84                | BBB AND C 121                 | 640            |
| 2876                                                        | A-1054              | A N JEFFERIES 60              | 640            |
| 2877                                                        | A-1055              | A N JEFFERIES 62              | 640            |
| 2890                                                        | A-1063              | B F MERRY 84 BBB AND C        | 640            |
| 2891                                                        | A-1064              | B F MERRY 92 BBB AND C        | 640            |
| 2892                                                        | A-1065              | B F MERRY 94 BBB AND C        | 640            |
| 2893                                                        | A-1066              | B F MERRY 118 BBC             | 640            |
| 2894                                                        | A-1067              | B F MERRY 120 BB AND C        | 640            |
| 2928                                                        | A-1089              | B F MERRY 86 BBB AND C        | 640            |



