



August 22, 2024

Hon. Jay H. Knight, County Judge
Liberty County, Texas
1923 Sam Houston
Room 201
Liberty, TX 77575

VIA FEDERAL EXPRESS

Re: Liberty County -- Liberty County Solar Project LLC (First Amendment to Eco. Dev. Program Agreement)

Dear Judge Knight:

Enclosed please find a fully executed First Amendment to Economic Development Program Agreement in duplicate. Please note the following procedure at this point:

- (1) one of the original, fully executed documents should be filed and recorded in the Official Public Records (Real Property Records). After recording, we need a copy of the fully executed document, with recordation marks, e-mailed to me;
- (2) the remaining fully executed original document should be submitted to the County Clerk for filing in the official minutes of the Commissioners Court. We do not need a copy of that filing.

Please contact me if you have questions regarding this matter. Thank you for your cooperation.

Sincerely,

Charles R. Kimbrough

Enclosures (2)

For Action: RE Draft 2 at 6-13-2024

**FIRST AMENDMENT TO ECONOMIC DEVELOPMENT
PROGRAM AGREEMENT**

This **First Amendment to Economic Development Program Agreement** ("First Amendment") is made on its Effective Date by and between Liberty County, Texas, a duly organized and operating Texas County ("County"), and Liberty County Solar Project, LLC, ("Company" or "Applicant"). The County and Company respectively are referred to individually or as a "Party" and collectively as the "Parties," and hereby state as follows:

WHEREAS, that certain Economic Development Program Agreement ("Original Agreement") was approved and executed by the Parties on its effective date of May 4, 2023 regarding the Company's solar power electricity generating facility located in Liberty County, Texas, said facility being located on the Project Land, containing approximately 1,105.846 acres, more or less, in Liberty County, Texas, a part of the John A. Williams League Survey (A-119) therein, as more particularly described by metes and bounds in the Original Agreement, and further, the Original Agreement was filed and recorded on May 5, 2023 in the public records of Liberty County, Texas maintained by the Liberty County Clerk pursuant to Instrument No. 2023020633 AGR therein, and the contents of the Original Agreement are incorporated by reference; and

WHEREAS, the purpose of the Original Agreement and this First Amendment is to promote economic development as contemplated by Chapter 381 of the Texas Local Government Code and other authority, whereby the Company shall locate, design, develop, construct, operate, and maintain its solar Project in Liberty County, Texas on Project Land in compliance with the Original Agreement and this First Amendment, and the County's economic development program ("Program") for the Project described in those instruments and approved by the Parties; and

WHEREAS, provisions exist in the Original Agreement regarding, among other things, (1) a potential transfer by a donation deed conveyance from the Company to the County of certain real property, being a strip of land 300 feet wide and more particularly described by meets and bounds as the "Donated Land" in the Original Agreement, said strip of land being located in Liberty County, Texas and a part of the John A. Williams League Survey (A-119) therein, (2) that the Donated Land, if so acquired by the County, may be used for a variety of public purposes, including without limitation, the construction and maintenance of a proposed public road or highway project, (3) a real estate option agreement and procedure whereby the County may pursue the acquisition of the Donated Land conveyance from the Company after certain preliminary land suitability testing is conducted on said land by the County's engineers and/or other third-party consultants, and (4) certain authorized reimbursement to be paid by the Company to the County for certain costs incurred by the County in the acquisition of the Donated Land through the aforesaid real estate option agreement and procedure; and

WHEREAS, the Original Agreement authorizes the Parties to amend said agreement only by the consent of both Parties memorialized by a written amendment instrument which must be duly approved and executed by both Parties, and further, it is now the intent of the Parties by their joint approval and execution of this First Amendment to modify and amend in part the Original

Agreement in order to authorize, establish, and implement by agreement (1) a certain preliminary cost deposit reimbursement procedure, and (2) a revision of the Option Term definition stated in the Original Agreement, as an accommodation to the County and as hereafter described, relating to the aforesaid Donated Land and real estate option procedure.

NOW, THEREFORE, for the consideration of the mutual benefits and promises, mutual and voluntary consent and agreement of the Parties, and for good and valuable consideration, including monetary consideration, the receipt and sufficiency of which is hereby acknowledged, as stated in the Original Agreement and this First Amendment, the County and Company agree as follows:

Administrative Provisions

1. **Authority.** The County's approval and execution of this First Amendment is authorized by Chapter 381 of the Texas Local Government Code, other authority, and the contents of the Original Agreement. This First Amendment constitutes (subject to the proper application of the doctrine of governmental immunity) a valid and binding obligation of the County and the Company. The County acknowledges that the Company is acting in reliance upon the County's performance of its obligations under this First Amendment and Original Agreement in making its decision to commit substantial financial and administrative resources to develop the Project.

2. **Interpretation.**

- (a) **Tense, Gender, and Number.** Unless otherwise designated, the past, present, or future tense shall each include the other, the masculine or feminine gender shall each include the other, and the singular and plural number shall each include the other where necessary for a correct meaning in this First Amendment. All statements made in the preamble and preliminary recitals of this First Amendment are incorporated by reference.
- (b) **Supersession.** The terms and provisions in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Original Agreement, as hereby amended. In the event of any conflict between the Original Agreement and this First Amendment, this First Amendment shall control. The Parties acknowledge and agree that the Original Agreement (i) is in full force and effect in accordance with its respective terms, (ii) remains a valid and binding obligation of the Parties (subject to the proper application of the doctrine of governmental immunity), (iii) has not been modified or amended except as explicitly set forth in this First Amendment, and (iv) is hereby reaffirmed and ratified by the Parties except as explicitly set forth in this First Amendment.
- (c) **Defined Terms.** Defined terms not otherwise defined in this First Amendment shall have the meanings described in the Original Agreement. As used in this First Amendment, "Effective Date"

shall mean the date the last signing Party executes this First Amendment.

- (d) **Entire Agreement.** The Original Agreement is being modified in part by this First Amendment (i.e., meaning that those two instruments must be read together for a proper interpretation of the Parties' agreement). Therefore, this First Amendment, the Original Agreement (to the extent not modified by this First Amendment) and that certain Access Agreement executed by and between the Parties on May 4, 2023 (authorizing the County to access to the Donated Land during the real estate option period to perform land or site suitability studies regarding said land), represent the entire agreement between the Parties and cannot be contradicted by evidence of prior contemporaneous or subsequent oral agreements of the Parties. There are no oral agreements between the Parties.
- (e) **Counterparts.** This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute but one and the same instrument, and said instrument shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. True and correct copies of this fully executed First Amendment (including the Parties' signatures appearing therein) shall be as valid, operable, and enforceable as an original.

3. **Recordation.** This fully executed and acknowledged First Amendment instrument shall be filed in the official minutes of the Commissioners Court of Liberty County, Texas maintained by the Liberty County Clerk. A fully executed and acknowledged duplicate original of this First Amendment instrument shall be filed and recorded by the County in the Official Public Records of Liberty County, Texas maintained by said clerk.

4. **Public Meeting Approval by County.** This First Amendment was approved by the Commissioners Court of Liberty County, Texas at its public meeting on August 13, 2024.

5. **Compliance with Guidelines.** This First Amendment complies with the County's active Guidelines and Criteria for Tax Abatement and Other Economic Development ("Guidelines") approved August 9, 2022 by the Commissioners Court of Liberty County, Texas. Should a conflict exist between this First Amendment and the Guidelines, this First Amendment shall control and an authorized variance to the Guidelines shall be deemed to have been granted by the County through the approval and execution of this instrument.

Amendment Provisions

6. **Amendment Section 6.4 (iii) of Original Agreement.** Section 6.4 (iii) at page 16 of the Original Agreement is modified in part and amended as follows regarding certain reimbursement issues:

- (iii) Separate from and in addition to the reimbursement for the County's attorney's fees and costs described in Section 6.4 (ii) of the Original Agreement, the Company shall pay full reimbursement to the County for all reasonable and actual (a) title insurance premiums and related recording and escrow fees for the issuance of a Texas Land Title Association owner's title insurance policy, with the County as the named insured, insuring title in the County to the Donated Land, (b) costs incurred in connection with any road feasibility study for the Donated Land, and (c) costs incurred in connection with any land or site suitability studies for the Donated Land (and the total of all such cost or fee categories described in this paragraph (iii) shall not exceed \$23,000.00 for authorized reimbursement without written approval from the Company to proceed past that total amount).

Notwithstanding anything to the contrary stated in this First Amendment or the Original Agreement regarding the land or site suitability studies expense reimbursement matter described as item (c) in the immediately preceding paragraph of this Section 6.4 (iii) and relating to the Donated Land reimbursement, the Parties agree to the following preliminary reimbursement deposit procedure:

- (a) The Company shall deliver to the Liberty County Judge (at his business office located in the Liberty County Courthouse, 1923 Sam Houston Street, Room 201, Liberty, Texas 77575) within thirty (30) days after the Effective Date, a Company preliminary reimbursement check made payable to the order of Liberty County, Texas, in the total amount of \$23,000.00 (said check to be deposited by the County in its appropriate public funds bank account), with said preliminary reimbursement deposit to be used by the County for the payment of the land or site suitability studies expense incurred by the County regarding the proposed Donated Land. Notwithstanding the foregoing, provided and on condition that the Company makes the foregoing payment, the Company shall have no obligation to reimburse the County for title insurance premiums and related recording and escrow fees for the issuance of a Texas Land Title Association owner's title insurance policy described in item (a) in the immediately preceding paragraph of this Section 6.4 (iii) or costs incurred in connection with the road feasibility study for the Donated Land described as item (b) in the immediately preceding paragraph of this Section 6.4 (iii), provided, however that County

may use excess funds not applied to the land or site suitability studies for the Donated Land for the costs specified in subsections (a) and (b) of Section 6(iii) above, if any.

- (b) Regarding this preliminary reimbursement deposit matter, the County shall: (i) provide copies of documents to the Company regarding the land or site suitability studies expense invoices received by the County for payment to consultants or other third-parties; (ii) provide copies of the payment documents executed by the County to consultants or other third-parties for payment of said expenses and any other expenses to which excess funds were applied as specified in subsection (a) above; and (iii) return to the Company all funds of the aforesaid preliminary deposit, if any, which are not used by the County as reimbursement for the payment of the aforesaid costs and expenses.
- (c) On or before the earlier to occur of (x) thirty (30) days after the Closing Date or (y) thirty (30) days after the expiration of the Option Term, the County also will agree to: (i) return to the Company all funds of the aforesaid deposit, if any, which are not used by the County as reimbursement for the payment of the expenses described in Section 6.4 (iii) (a) above; and (ii) if necessary or desired by the parties, amend the Original Agreement (or any other document) existing between the parties to accurately reflect the consent by both parties to the aforesaid preliminary deposit procedure for the payment of the land or site suitability testing expense reimbursement matter regarding the Donated Land and other expenses described in subsections (a) and (b) of Section 6 (iii), as herein described.

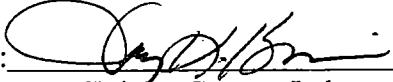
7. Amendment Section 4.4 (i) (7) (“Option Term” Definition) of Original Agreement. Section 4.4 (i) (7) at page 8 of the Original Agreement is modified in part and amended as follows regarding the “Option Term” definition: (7) **“Option Term”** shall mean that period of time commencing at 12:01 a.m. County local time on the calendar day after the effective date of the Original Agreement and ending at 11:59 p.m. County local time on April 30, 2025.”

Execution

THIS FIRST AMENDMENT WAS EXECUTED by the Parties on its Effective Date.

COUNTY:

LIBERTY COUNTY, TEXAS

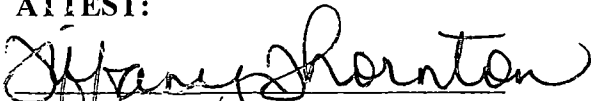
By: 

Hon. Jay Knight, County Judge

Liberty County, Texas

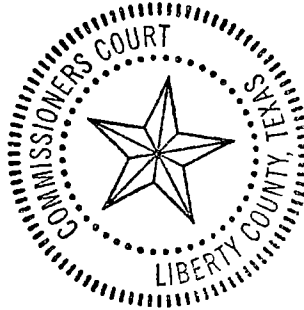
Date: 8/13, 2024

ATTEST:



County Clerk or Deputy County Clerk

Liberty County, Texas



COMPANY:

LIBERTY COUNTY SOLAR PROJECT, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____, 2024

Execution

THIS FIRST AMENDMENT WAS EXECUTED by the Parties on its Effective Date.

COUNTY:

LIBERTY COUNTY, TEXAS

By: [Signature]
Hon. Jay Knight, County Judge
Liberty County, Texas
Date: 8/13, 2024

ATTEST:

[Signature]
County Clerk or Deputy County Clerk
Liberty County, Texas



COMPANY:

LIBERTY COUNTY SOLAR PROJECT, LLC

By: [Signature]
Printed Name: Michael Arndt
Title: President
Date: August 21, 2024

ACKNOWLEDGMENTS

STATE OF _____ §

COUNTY OF _____ §

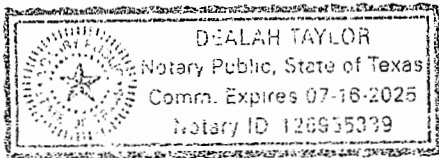
This instrument was acknowledged before me on the ____ day of _____, 2024 by Liberty County Solar Project, LLC, a Delaware business entity, by _____, its _____, by and on behalf of said business entity.

Notary Public, State of _____
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF LIBERTY §

This instrument was acknowledged before me on the 13th day of August, 2024 by the Honorable Jay Knight, the County Judge of Liberty County, Texas, by and on behalf of said county.



Dealah Taylor
Notary Public, State of Texas
My Commission Expires: 7-16-2025

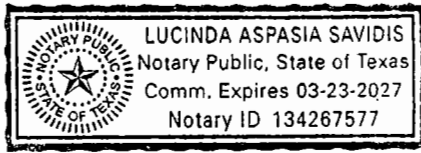
AFTER RECORDING RETURN TO:

**Hon. Jay Knight, County Judge
Liberty County, Texas
Liberty County Courthouse
1923 Sam Houston Street, Room 201
Liberty, Texas 77575**

ACKNOWLEDGMENTS

STATE OF Texas §
COUNTY OF Travis §

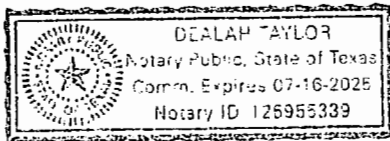
This instrument was acknowledged before me on the 21 day of August, 2024 by Liberty County Solar Project, LLC, a Delaware business entity, by Michael Arndt, its President, by and on behalf of said business entity.



[Signature]
Notary Public, State of Texas
My Commission Expires: 03-23-2027

STATE OF TEXAS §
COUNTY OF LIBERTY §

This instrument was acknowledged before me on the 13th day of August, 2024 by the Honorable Jay Knight, the County Judge of Liberty County, Texas, by and on behalf of said county.



[Signature]
Notary Public, State of Texas
My Commission Expires: 7-16-2025

AFTER RECORDING RETURN TO:

Hon. Jay Knight, County Judge
Liberty County, Texas
Liberty County Courthouse
1923 Sam Houston Street, Room 201
Liberty, Texas 77575

THE STATE OF TEXAS
COUNTY OF LIBERTY

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Liberty County, Texas.

2024029632 AGR
08/23/2024 11:01:42 AM Total Fees: \$0.00



Lee Haidusek Chambers, County Clerk
Liberty County, TX



ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This Economic Development Program Agreement (this "Agreement") is entered into on its Effective Date, by and between Liberty County, Texas, a duly organized and operating Texas County (the "County"), and Liberty County Solar Project, LLC, ("Applicant"). The County and Applicant are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties," and state as follows:

WHEREAS, the purpose of this Agreement is to promote economic development as contemplated by Chapter 381 of the Texas Local Government Code and other authority, whereby Applicant shall locate, design, develop, construct, operate, and maintain its Project in Liberty County, Texas in compliance with this Agreement and the economic development program described herein (the "Program") approved by the County and Applicant regarding this Agreement; and

WHEREAS, Applicant shall timely invest, locate, design, construct, operate, and maintain on the Project Land (more particularly described in the attached Exhibit A) in Liberty County, Texas a commercial solar power electricity generating facility (the "Project") pursuant to certain minimum requirements regarding (1) infrastructure, improvements, machinery, and equipment, (2) jobs, (3) Project duration, (4) donation of property for road construction and use, and (5) other matters, as described in this Agreement; and

WHEREAS, the County shall (subject to the terms of this Agreement and provided that Applicant is not in default of this Agreement beyond any applicable default notice or default cure period) make Economic Incentive Payments (as defined in Section 2) to Applicant to defray a portion of the Project's costs.

NOW, THEREFORE, in consideration of the mutual benefits and promises, mutual and voluntary consent of the Parties, and for other good and valuable consideration, including monetary consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Applicant agree as follows:

1. **Authority.** The County's execution of this Agreement is authorized by Chapter 381 of the Texas Local Government Code and other authority, and constitutes (subject to the proper application of the doctrine of governmental immunity) a valid and binding obligation of the County. The County acknowledges that Applicant is acting in reliance upon the County's performance of its obligations under this Agreement in making its decision to commit substantial financial and administrative resources to develop the Project.

2. **Definitions and Interpretation.** Unless specially defined in this Agreement, words used in the Agreement shall be interpreted according to their common usage or meaning in order to result in the most reasonable application. Unless otherwise designated, the following special definitions in this Section 2 shall apply whether the term or phrase appears in capital letters or in bolded, italicized, or underlined print.

2.1 ***"Ad Valorem Property Taxes"*** means, for any Tax Year included in the Grant Period, the County's ad valorem property taxes paid by Applicant to the County on the Taxable

Value of the Project for such Tax Year; however, the term “Ad Valorem Property Taxes” does not include any ad valorem property taxes paid on the Taxable Value of the Project Land.

2.2 “**Affiliate**” of any specified person or entity means any other person or entity, which, directly or indirectly, through one or more intermediaries, (i) controls, or is controlled by, such specified person or entity, or (ii) is under direct or indirect common control with such specified person or entity. For purposes of this definition, “controls” when used with respect to any person or entity means (a) the ownership, directly or indirectly, of fifty (50%) or more of the voting securities of such person or entity; or (b) the right to direct the management or operations of such person or entity, directly or indirectly, whether through the ownership (directly or indirectly) of securities, by contract or otherwise, and the terms “controlled” and “under direct or indirect common control with” have meanings correlative to the foregoing.

2.3 “**Agreement**” has the meaning assigned to such term in the Preamble of this Agreement.

2.4 “**Applicant**” has the meaning assigned to such term in the Preamble of this Agreement.

2.5 “**Commercial Operation**” means the date on which the Project becomes commercially operational and capable of being placed into service, such that such project has been constructed and is capable of producing solar-generated electricity.

2.6 “**Commercially Reasonable Efforts**” means, as to any Party, an undertaking by such Party to perform or satisfy an obligation or duty or otherwise act in a manner reasonably calculated to obtain the intended result by action or expenditure not disproportionate or unduly burdensome under the circumstances, which means, among other things, that such Party shall not be required to (i) expend funds other than for payment of the reasonable and customary costs and expenses of employees, contractors, counsel, consultants, representatives or agents of such Party in connection with the performance or satisfaction of such obligation, duty or other action, or (ii) institute or settle any litigation or arbitration as a part of its reasonable efforts.

2.7 “**Completion Tax Year**” has the meaning assigned to such term in Section 5.1.

2.8 “**County**” has the meaning assigned to such term in the Preamble of this Agreement.

2.9 “**Cure Period**” has the meaning assigned to such term in Section 6.3.

2.10 “**Economic Incentive Payment(s)**” or “**EIPs**” means, for any Tax Year included in the Grant Period, all payments required to be paid by the County (as economic development grants pursuant to Section 381.004 of the Texas Local Government Code and other authority) to Applicant pursuant to this Agreement with respect to such Tax Year; however, EIPs shall not be calculated to include or based upon any real property taxes paid by Applicant on the Project Land for a Tax Year, as described in Section 5.2.

2.11 “**Effective Date**” means the last of the dates of execution of this Agreement as set forth immediately above the respective signatures of the County and Applicant below.

2.12 “**Final Determination**” means (i) a decision, judgment, decree or other order of a court or other governmental authority (including the Liberty County Appraisal Review Board) with appropriate jurisdiction, which has become final and non-appealable; (ii) a final and binding settlement or compromise with a governmental authority (including the Liberty County Appraisal District) with appropriate jurisdiction; or (iii) any final disposition by reason of the expiration of all applicable statutes of limitations or by mutual agreement of the Parties.

2.13 “**Force Majeure**” means an event, occurrence or failure caused by (i) provisions of law, or the operation or effect of rules, regulations or orders promulgated by any governmental authority having jurisdiction over Applicant, the Project or the Project Land; (ii) any demand or requisition, arrest, order, request, directive, restraint or requirement of any government or governmental agency whether federal, state, military, local or otherwise; (iii) the action, judgment or decree of any court; (iv) floods, tornadoes, hailstorms, storms, hurricanes, evacuation due to threats of hurricanes, lightning, earthquakes, washouts, high water, fires, acts of God or public enemies, wars (declared or undeclared), blockades, pandemics, epidemics, infectious disease outbreaks, or any other viral or biological emergencies or threats to public health or safety, riots or civil disturbances, insurrections, vandalisms, acts of terrorism, strikes, labor disputes, or (v) any other cause (except financial), whether similar or dissimilar, over which Applicant has no reasonable control and which forbids or prevents performance. Notwithstanding anything to the contrary stated in this Agreement, however, the Parties expressly agree as follows:

- (i) An alleged Force Majeure event expressly does not include or excuse the failure of Applicant to: (a) timely and properly deliver a required monetary payment to the County, or pay ad valorem property taxes to the County, as required by law or this Agreement, or (b) timely and properly perform all Applicant obligations described in Sections 4.1 through 4.4 (inclusive) of this Agreement.
- (ii) The term of the stated Grant Period, all obligations for monetary amounts (including taxes) to be timely and properly paid by Applicant to the County, and the obligation of Applicant to timely and properly convey the Donated Land to the County by and through the delivery of the general warranty deed, as described in this Agreement, shall not be deferred or extended for any reason, including a default notice period, default cure period, or the occurrence of an alleged Force Majeure event.

2.14 “**Full Time Equivalent Employee**” or “**FTE**” means (i) an employee employed on average at least 35 hours per week. or (ii) any combination of employees, each of whom individually is not a full-time employee because they are not employed on average at least 35 hours per week, but who, in combination, are the equivalent of a full-time employee employed on average at least 35 hours per week. The term “Full Time Equivalent Employee” shall include any such employees of Applicant, any Affiliate of Applicant, and any third party operator or contractor at the Project and shall include original hires and their replacements over time.

2.15 “**Grant Period**” has the meaning assigned to such term in Section 5.2.

2.16 “**Grant Period Commencement Notice**” has the meaning assigned to such term in Section 5.1, and specifically shall include statements and sufficient documents submitted by

Applicant to the County certifying and proving that: (i) substantial completion of construction of the Project facility has occurred on the Project Land in compliance with this Agreement, including demonstrated compliance by Applicant with (a) the required timely placement and minimum value of \$154,950,000.00 in Project improvements on the Project Land for Project operations, (b) the required timely attainment of the minimum amount of approximately 100 megawatts in electricity generating capacity regarding the Project facility; and (c) the required timely provision of the minimum number of and types of Project jobs (both permanent and temporary construction and installation jobs); and (ii) the Project is in all things performing (or is ready to perform) Commercial Operations as defined by this Agreement on the Project Land.

2.17 ***“Project Land”*** means approximately 1,105.846 acres of land, as more particularly described in the attached Exhibit A, which land shall be the site on which the Project shall be located, designed, constructed, operated, and maintained by Applicant for authorized Project purposes in compliance with this Agreement and the Program.

2.18 ***“Donated Land”*** means the land being donated and conveyed by Applicant to the County pursuant to this Agreement for the purpose of a public road or highway, as more particularly described in Section 4.4 and the attached Exhibit B.

2.19 ***“Party”*** and ***“Parties”*** have the respective meanings assigned to such terms in the Preamble of this Agreement.

2.20 ***“Pending Appeal”*** has the meaning assigned to such term in Section 5.3.

2.21 ***“Preliminary EIPs”*** has the meaning assigned to such term in Section 5.3.

2.22 ***“Program”*** means the following economic development program established and approved by the County pursuant to Chapter 381 of the Texas Local Government Code and other authority regarding the Applicant Project: an economic development program for the Project Land located in Liberty County, Texas to stimulate business and commercial activity in said county by and through the timely placement, location, design, construction, operation, and maintenance on said land by Applicant, pursuant to this Agreement, of a solar power electricity generating facility with (i) the timely attainment for the Project facility of a required minimum generating capacity of approximately 100 megawatts, (ii) the timely placement and construction of certain Project improvements on the Project Land of a required minimum initial value of \$154,950,000.00, including all required, necessary, or desired labor, jobs, and machinery, equipment, structures, and infrastructure to be acquired and used on the Project Land to produce, generate, hold, transmit, and distribute electricity for Project purposes -- and including any and all other forms of real property improvements and tangible personal property associated with the foregoing development of the Project Land, all of which are permitted by Chapter 381 of the Texas Local Government Code.

2.23 ***“Project”*** means Applicant’s commercial development of the Project Land in compliance with the aforesaid Program and this Agreement.

2.24 ***“Tax Year”*** shall have the meaning assigned to such term in Section 1.04(13) of the Texas Tax Code (i.e., the calendar year).

2.25 “***Taxable Value***” has the meaning assigned to such term in Section 1.04(10) of the Texas Tax Code.

2.26 “***Termination Event***” means:

- (i) the end of the Grant Period and Applicant’s receipt of all EIPs required to be paid by the County to Applicant pursuant to this Agreement;
- (ii) a non-defaulting Party’s election to terminate this Agreement if permitted by Section 6.3 -- but subject (only as applicable by the provisions of this Agreement) to the notice, default-cure, Cure Period, and Force Majeure provisions of this Agreement;
- (iii) upon the sole election of Applicant, the decision by Applicant to not proceed with, commence, or complete construction of the Project pursuant to and in compliance with the termination provisions of Section 6.8 of this Agreement; or
- (iv) upon the sole election of the County, the failure of Applicant on or before December 31, 2024 at 11:59 p.m. County local time to (a) substantially complete the construction and installation of all Project improvements on the Project Land, and (b) deliver the Grant Period Commencement Notice to the County as required and described by this Agreement.

2.27 **Business Day and Calendar Day.** The Parties furthermore agree as follows: “Business Day” shall mean a day other than a Saturday, Sunday, or holiday recognized by the County – and unless described by this Agreement as a “Business Day,” a “day” described by this Agreement shall mean a calendar day.

3. **Term and Termination.** To allow the Parties to wind-up and complete all matters related to the timely and proper performance of their contract obligations pursuant to this Agreement, the term of this Agreement shall begin on the Effective Date and end at 11:59 p.m. on the 90th day after the occurrence of a Termination Event unless this Agreement is extended or amended in writing by the Parties as authorized by law and this Agreement.

4. **Rights and Obligations of Applicant.** In consideration of the County’s compliance with this Agreement, Applicant agrees as follows:

4.1 **Improvements and Additions to Real and Personal Property.**

- (i) On or before December 31, 2024 at 11:59 p.m. County local time, Applicant shall have accomplished and/or attained the following matters: (a) substantial completion of construction of the Project facility on the Project Land in compliance with the Program and this Agreement, including therein demonstrated compliance by Applicant with (1) the required minimum value of \$154,950,000.00 in Project improvements on the Project Land for Project facility operations, and (2) the attainment of the required minimum amount of approximately 100 megawatts in electricity generating capacity

of the Project facility; and (b) the delivery to the County of the Grant Period Commencement Notice.

- (ii) On and after January 1 of Tax Year 1 of the Grant Period, and continuing through and after December 31 of Tax Year 5 of the Grant Period, and furthermore, for a period of 25 years thereafter, Applicant shall conduct the Commercial Operation of the Project facility on the Project Land with an electricity generating capacity of the Project facility of at least approximately 100 megawatts for the entire stated period.

4.2 Provision and Creation of Jobs. On or before December 31, 2024 at 11:59 p.m. County local time, Applicant shall have accomplished substantial completion of construction of the Project facility on the Project Land in compliance with this Agreement, and timely delivered to the County the Grant Period Commencement Notice, including therein demonstrated compliance by Applicant with the required creation and provision of a minimum number and types of Project jobs, as follows:

- (i) at that time, Applicant shall demonstrate that during the construction and installation phase of the Project a minimum of 150 persons in the form of full time employees, FTEs, and/or temporary or part-time employees have been employed for construction or installation jobs on the Project Land; and
- (ii) at that time, Applicant shall demonstrate that during the Commercial Operation phase of the Project, a minimum of 2 persons in the form of full time employees or FTEs are employed on the Project Land for the full Grant Period.

4.3 Submission of Data and Inspections. No later than sixty (60) days after the end of each Tax Year before the Grant Period begins and after the end of each Tax Year included in the Grant Period, Applicant shall (i) submit to the County a schedule detailing the Ad Valorem Property Taxes, and real property taxes on the Project Land, paid for such Tax Year, and (ii) identify on such schedule any Pending Appeals for such Tax Year as of the time such schedule is submitted to the County. Furthermore, upon reasonable notice given no less than three (3) business days in advance the County shall have the right to reasonably inspect the Project Land, and reasonably inspect (and copy at County expense) all documents and records of Applicant reasonably necessary for calculating the Taxable Value of the Project and documenting employment to verify and ensure compliance by Applicant of all provisions of this Agreement and the Program, provided that the foregoing inspection right shall not extend to documents that contain privileged or confidential information. Subject to a proper application of the doctrine of governmental immunity, and to the extent authorized by Texas law, the County shall indemnify the Applicant for any claims or damages that arise in connection with its inspection herein.

4.4 Donation of Land.

- (i) The Parties agree to the following special definitions, unless otherwise designated, regarding this Section 4.4:

- (1) **“Closing Date”** shall mean the date of the closing of the real property transaction in which the Donated Land is conveyed by Applicant to the County. The Closing Date shall be determined at the sole election and discretion of the County after consultation with Applicant regarding the relevant scheduling issues for both Parties. The Closing Date shall occur on a date chosen by the County which is not later than 60-days after the Option Exercise Date (even if the Closing Date occurs on a date after the Option Term has expired -- provided that the Option Exercise Date occurred during the Option Term), nor earlier than 10-days after the Option Exercise Date.
- (2) **“Donated Land Restrictions”** shall mean the following:
 - a. Applicant shall have and exercise the right of subjacent and lateral support for the Project facilities on the Project Land for the safe construction, operation and maintenance of the Project facilities. County expressly covenants that County and its employees, agents, contractors or subcontractors shall not conduct any excavation on the Donated Land that causes a material and adverse effect to the stability of the Project facilities located on the Project Land, which includes without limitation, any excavation on the Donated Land that is not performed in compliance with applicable federal or state law (collectively, “Law”) and that causes such an effect on said Project facilities.
 - b. County and its employees, agents, contractors or subcontractors shall not (i) construct or permit to be constructed on the Donated Land, any structure that causes a material and adverse reduction in the insolation level of Applicant’s solar panel equipment located on the Project Land, which restriction includes without limitation, the construction of any structure with an excess height of 50-feet from ground level that causes such an insolation level reduction of said equipment; (ii) permit the growth of foliage on the Donated Land that causes a material and adverse reduction in the insolation level of Applicant’s solar panel equipment located on the Project Land, which restriction includes without limitation, the growth of any foliage with an excess height of 50-feet from ground level that causes such an insolation level reduction of said equipment; (iii) emit or permit the emission of more than a de minimis amount of suspended particular matter, smoke, fog or steam, or other air-borne impediment on the Donated Land that causes a material and adverse reduction in the insolation level of Applicant’s solar panel equipment located on the Project Land, which restriction includes without limitation, any such emission that is not permitted by Law and that causes such an insolation level

reduction of said equipment; or, (iv) burn or permit the burning of more than a de minimis amount of garbage, plant, shrub and yard trimmings or other vegetation on the Donated Land that causes a material and adverse reduction in the insolation level of Applicant's solar panel equipment located on the Project Land, which restriction includes without limitation, any such burning that is not permitted by Law and that causes such an insolation level reduction of said equipment.

- (3) **"Insolation"** in general shall mean exposure to the rays of the sun, and specifically in context to these Section 4.4 provisions, the amount of total solar radiation reaching Applicant's solar panel equipment located on the Project Land.
 - (4) **"Option"** shall mean the exclusive right of the County, as described in this Section 4.4, to obtain Applicant's conveyance to the County of the Donated Land.
 - (5) **"Option Exercise Date"** shall mean the date, occurring within the Option Term, upon which the County shall deliver its written notice to the Applicant exercising the County's exclusive Option to obtain Applicant's conveyance to the County of the Donated Land, as herein described.
 - (6) **"Option Fee"** shall mean the non-refundable monetary consideration, in the amount of \$500.00 (in the form of a County check made payable to the order of Applicant), to be timely paid and delivered by the County to Applicant on or before 15-business days after the Effective Date, in order for the County to obtain Applicant's grant of the exclusive Option regarding Applicant's conveyance to the County of the Donated Land as herein described.
 - (7) **"Option Term"** shall mean that period of time commencing at 12:01 a.m. County local time on the calendar day after the Effective Date and ending at 11:59 p.m. County local time on October 31, 2024.
- (ii) Pursuant to Sections 81.032 and 381.004 of the Texas Local Government Code, Sections 251.019 and 252.214 of the Texas Transportation Code, and other authority, the Parties agree pursuant to this Section 4.4 (which section is agreed by the Parties to constitute an option agreement for the conveyance of real property) that Applicant shall timely give, grant, and convey to the County an economic development donation by and through Applicant's execution and delivery to the County of a Gift Deed with General Warranty ("Deed," same being a gift deed to be executed and delivered by Applicant as a donation to the County without any monetary consideration required to

be paid as a purchase price from the County) regarding certain real property ("Donated Land") located in Liberty County, Texas adjacent to the Project Land, described in the attached **Exhibit B**. The form of Deed to be executed and delivered by Applicant is described in the attached **Exhibit C**.

- (iii) Upon Applicant's conveyance to the County of the Donated Land, by and through Applicant's execution and delivery of the Deed to the County, said land shall, subject to the Donated Land Restrictions, be used by the County: (1) as the site for the location, design, construction, operation, and maintenance by the County and/or the State of Texas of a public road or highway; or (2) for any other use authorized by law, including an authorized sale, lease, or other transfer of the Donated Land by the County or the State of Texas to a third-party. County hereby acknowledges that certain aspects inherent to the operation of the Project facility may result in nuisance, such as visual impacts, possible increased noise levels, and other possible effects of electrical generation and transmission including potential interference with radio, television, telephone, mobile telephone or other electronic devices. County understands and has been informed by Applicant that the Project facilities on the Project Land may result in some nuisance, as herein described. Notwithstanding any other provision of this Agreement, the Parties agree that (subject to the proper application of the doctrine of governmental immunity, as applicable): (1) except for those remedies described in Section (ix)(3) below (which remedies expressly preclude the compelled or required re-conveyance or restoration by County to Applicant of title or possession to the Donated Land), Applicant shall be entitled to equitable relief, including specific performance (in a court of competent jurisdiction -- see Section 6.11 for venue of suit), only to compel compliance with the provisions of Section 4.4(i)(2) of this Agreement; and (2) if equitable relief is unavailable to Applicant as a remedy for a violation by County of the Donated Land Restrictions, Applicant may pursue a claim or cause of action in a court of competent jurisdiction (see Section 6.11 for venue of suit) for the recovery of any incurred monetary damages (of any kind, character, or nature), attorney's fees, expert or consultant fees, court costs and interest as allowed by Texas law for a violation of said restrictions.
- (iv) The Deed (described in **Exhibit C**) shall convey to the County all of the surface estate of the Donated Land (described in **Exhibit B**), with all minerals or royalties, if any, being reserved and excepted by and in favor of Applicant or the applicable mineral owner.
- (v) For and in consideration of the Option Fee being timely paid and delivered by the County, Applicant does hereby grant to the County the exclusive right and Option to obtain Applicant's conveyance to the County of the Donated Land, by and through Applicant's execution and delivery of the Deed, as herein described on or before the Closing Date.

- (vi) During the Option Term, the County may exercise its exclusive Option to obtain Applicant's conveyance to the County of the Donated Land on or before the Closing Date, as herein described, by delivering a written notice to Applicant which clearly states: (1) the exercise by the County of its exclusive Option granted by Applicant to the County in this Section 4.4; (2) a date for the Closing Date; and (3) the name and contact information (including e-mail address) of the Title Company.
- (vii) On the Closing Date, the closing regarding Applicant's conveyance of the Donated Land to the County shall occur at a title insurance company office located in Liberty County, Texas, as selected by the County (the "Title Company"). On or before the Closing Date (as requested or instructed by the Title Company), Applicant shall timely convey to the County the Donated Land, by and through Applicant's execution and delivery of the Deed, and further, shall deliver to the Title Company all documents reasonably requested by said company in its instructions to the Parties for the closing.
- (viii) The Parties agree that all closing costs incurred by the County from the Title Company or otherwise regarding the conveyance of the Donated Land and closing shall be paid by the County; however, said cost payments by the County shall be subject to the County's separate right to recover as reimbursement all or a part of said costs from Applicant pursuant to the specific reimbursement requirements of Section 6.4 of this Agreement.
- (ix) Notwithstanding anything to the contrary stated in this Agreement, the Parties agree as follows:
 - (1) Should the County fail to exercise its exclusive Option on or before the expiration of the Option Term, as herein described: (a) County shall remain obligated to make all annual EIPs pursuant to the terms of this Agreement; (b) all County rights pursuant to this Agreement to obtain from Applicant the conveyance of the Donated Land shall automatically be terminated and extinguished; and (c) Applicant no longer shall have any obligation pursuant to this Agreement to (i) convey the Donated Land to Applicant, or (ii) execute or deliver the Deed to the County.
 - (2) Should the County timely exercise its exclusive Option, as herein described -- but thereafter, should Applicant fail or refuse to convey the Donated Land to the County on or before the Closing Date, by and through the execution and delivery of the Deed, or fail or refuse to deliver closing documents to the Title Company upon said company's request or instructions, or fail or refuse to participate in the closing upon said company's request or instructions, as herein described -- then the County may, at its sole election and discretion:

(a) terminate this Agreement; (b) pursue a claim or cause of action in a court of competent jurisdiction (see Section 6.11 for venue of suit) for specific performance of this Agreement, injunctive relief, mandamus relief, or any other claim or cause of action necessary or desired to obtain Applicant's conveyance to the County of the Donated Land, by and through Applicant's execution and delivery of the Deed, as herein described; (c) declare an event of default of this Agreement, pursue the rights and remedies set forth in Section 6.3(i) below, together with additional monetary damages equal to any out-of-pocket title, escrow, legal and inspection fees, costs and expenses actually incurred by County and any other out-of-pocket fees, costs and expenses actually incurred by County in connection with the performance of its due diligence review of the Donated Land and investigation as to the feasibility of the Donated Land for its proposed use (provided such amounts are in excess of amounts paid by Applicant pursuant to Section 6.4 below); and/or, (d) if the remedies above are unavailable to County (if, for example, Applicant conveyed the Donated Land to a third-party), pursue a claim or cause of action in a court of competent jurisdiction (see Section 6.11 for venue of suit) for the recovery of any incurred monetary damages (of any kind, character, or nature), attorney's fees, expert or consultant fees, court costs and interest as allowed by Texas law.

- (3) The Parties expressly agree and acknowledge that Applicant's completed conveyance of the Donated Land to the County, through Applicant's execution and delivery of the Deed to the County, shall in all things occur without the rights of recourse, rescission, reversion, cancellation, or other claim for the compelled or required re-conveyance or restoration by County to Applicant of title or possession to the Donated Land should: (a) this Agreement be terminated for any reason; (b) a default of this Agreement be alleged by Applicant against the County for any reason; or (c) Applicant desire to recover the title to or possession of the Donated Land for any reason.

5. Economic Incentive Payments.

5.1 **Grant Period Commencement Notice.** On or before December 31, 2024 at 11:59 p.m. County local time, Applicant shall deliver the Grant Period Commencement Notice to the County. The Tax Year during which the Grant Period Commencement Notice is delivered shall be the Completion Tax Year.

5.2 **Grant Period; EIPs Based on Ad Valorem Property Taxes.** For a period of five (5) consecutive Tax Years (the "**Grant Period**") beginning on January 1 of the Tax Year immediately following the Completion Tax Year specified in the Grant Period Commencement Notice, and subject to the provisions of Section 5.3, the County shall, pursuant to Chapter 381 of

the Texas Local Government Code and other authority, make annual EIPs to Applicant within thirty (30) days after Applicant submits to the County the Ad Valorem Property Taxes paid (and real property taxes paid) schedule as required in Section 4.3, subject to this Agreement and provided that Applicant is not in default of this Agreement beyond any applicable Cure Period. With respect to each Tax Year included in the Grant Period, and subject to the provisions of Section 5.3, the EIPs shall be calculated as follows:

- (a) calculations for such Tax Year shall be based upon the actual Ad Valorem Property Taxes paid by Applicant and collected by the County with respect to such Tax Year – however, the EIPs shall not be calculated to include or based upon any real property taxes paid by Applicant on the Project Land for a Tax Year; and
- (b) the EIPs shall be an amount equal to the percentage of such Ad Valorem Property Taxes set forth opposite such Tax Year in the Table below:

Table	
Tax Year of the Grant Period	Percentage of Ad Valorem Property Taxes
1	100%
2	90%
3	80%
4	70%
5	60%

For illustration purposes only, if Applicant delivers the Grant Period Commencement Notice to the County during calendar year 2024, then (i) the Completion Year will be 2024, and (ii) the first year of the Grant Period will be 2025. Applicant will pay the Ad Valorem Property Taxes for Tax Year 2025 on or before the statutory due date of January 31, 2026. Applicant will submit the information required by Section 4.3 of this Agreement within 60 days after December 31, 2025. The County shall pay the EIP owed with respect to the first year of the Grant Period (Tax Year 2025) within 30 days after Applicant submits the information required by Section 4.3, and the EIP will be calculated based on the Ad Valorem Property Taxes paid by Applicant for Tax Year 2025. Each subsequent EIP shall thereafter be initiated and paid according to the same schedule.

5.3 Effect of Pending Appeal. If on the due date, as specified in Section 5.2, for payment of any EIPs with respect to a Tax Year included in the Grant Period there are any administrative or judicial protests, appeals, or other proceedings pending with respect to all or any portion of the Taxable Value of the Project for such Tax Year (a “*Pending Appeal*”), the County shall pay to Applicant on or before such due date the amount of EIPs calculated based upon the actual Ad Valorem Property Taxes paid by Applicant and collected by the County with respect to such Tax Year as of such due date (the “*Preliminary EIPs*”). Upon the occurrence of a Final Determination with respect to such Pending Appeal, Applicant shall recalculate both (i) the amount of the EIPs for such Tax Year and (ii) the amount of the actual Ad Valorem Property Taxes paid by Applicant and collected by the County with respect to such Tax Year to reflect any changes therein resulting from such Final Determination (including taking into account any refunds

actually paid by the County to Applicant and any additional Ad Valorem Property Taxes actually paid by Applicant to the County as a result of such Final Determination) and submit a statement to the County setting forth such recalculations and the amount, if any, by which the EIPs so recalculated exceed the Preliminary EIPs (as appropriately adjusted, if applicable, to reflect any previous payment(s) resulting from any previous recalculation(s) of the amount of the EIPs for such Tax Year and the amount of the actual Ad Valorem Property Taxes paid by Applicant and collected by the County with respect to such Tax Year under this Section 5.3), or the Preliminary EIPs (as so adjusted, if applicable) exceed the EIPs so recalculated, as the case may be, and:

- (a) if the EIPs so recalculated exceeds the Preliminary EIPs (as so adjusted, if applicable), then the County shall pay the amount of such excess, without interest or penalty, to Applicant within thirty (30) days after Applicant's delivery of such statement to the County; and
- (b) if the Preliminary EIPs (as so adjusted, if applicable) exceeds the EIPs so recalculated, then Applicant shall pay the amount of such excess, without interest or penalty, to the County within thirty (30) days after Applicant's delivery of such statement to the County.

6. **Miscellaneous.**

6.1 **Mutual Assistance.** This Agreement is based upon and declares the mutual and voluntary consent of the Parties to all terms, provisions, conditions, rights, and remedies stated in the Agreement. Toward that end, the County and Applicant will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement.

6.2 **Representations and Warranties.** The County, subject to a proper application of the doctrine of governmental immunity, represents and warrants to Applicant that: (i) the Program and this Agreement are within its authority, and that it is duly authorized and empowered to establish the Program, enter into this Agreement, and perform its obligations hereunder; and (ii) the County has the requisite authority to enter into this Agreement.

6.3 **Material Default.** As used in this Agreement, "default" and "material default" are synonymous, and the Parties agree as follows:

- (i) **Applicant Default/County Remedies.** During the term of this Agreement, the County may declare a material default of this Agreement by Applicant if Applicant (a) refuses or fails to comply with any of the terms of this Agreement; or (b) allows Ad Valorem Property Taxes or real property taxes owed to the County or any other taxing entity or taxing jurisdiction in Liberty County, Texas, to become delinquent, and fails to timely and properly pursue the lawful procedures for a tax protest. If the County declares Applicant to be in material default of this Agreement, the County shall notify Applicant in writing prior to the end of the term of this Agreement and shall be entitled to suspend the payment of any EIPs that otherwise become due after the date such written notice is given to Applicant, and if such default is not cured within sixty (60) days from the date of such notice (such sixty (60) day period, or such longer period as may be agreed by the Parties in writing

through negotiation, such longer period being referred to herein as the "Cure Period"), then the County may as its sole and exclusive (unless otherwise described in this Agreement) remedy (i) terminate this Agreement, (ii) and take all necessary legal action to recapture or recover of previously paid EIPs, and (iii) take all necessary legal action to recover the County's incurred attorneys' fees and other expenses and costs in exercising its remedies in this paragraph. Applicant shall not be responsible for any alleged consequential damages arising pursuant to this Agreement, unless otherwise described in this Agreement.

UNLESS OTHERWISE DESCRIBED IN THIS AGREEMENT, TERMINATION OF THIS AGREEMENT AND RECAPTURE OF EIPS PREVIOUSLY MADE, ALONG WITH RECOVERY OF ANY REASONABLY INCURRED COURT COSTS, ATTORNEYS' FEES AND OTHER EXPENSES AND COSTS, SHALL BE THE COUNTY'S SOLE REMEDY, AND APPLICANT'S SOLE LIABILITY, IN THE EVENT OF AN UNCURED DEFAULT BY APPLICANT. APPLICANT AND COUNTY AGREE THAT THE LIMITATIONS CONTAINED IN THIS PARAGRAPH ARE REASONABLE AND REFLECT THE BARGAINED FOR RISK ALLOCATION AGREED TO BY THE PARTIES.

- (ii) County Default/Applicant Remedies. During the term of this Agreement, Applicant may declare a material default of this Agreement by the County if the County refuses or fails to comply with any of the terms of this Agreement. If the Applicant declares the County to be in material default of this Agreement, the Applicant shall notify the County in writing prior to the end of the term of this Agreement, and if such default is not cured within sixty (60) days from the date of such notice (such sixty (60) day period, or such longer period as may be agreed by the Parties in writing through negotiation, such longer period being referred to herein as the "Cure Period"), then Applicant may, as its sole (unless otherwise described in this Agreement) remedies, either terminate this Agreement or take all legal action necessary to enforce the specific performance of the County's obligations in this Agreement and, if permitted by law, take all necessary legal action to recover the Applicant's incurred attorneys' fees and other expenses and costs in exercising its remedies in this paragraph.

UNLESS OTHERWISE DESCRIBED IN THIS AGREEMENT, TERMINATION OR SPECIFIC PERFORMANCE OF THIS AGREEMENT, ALONG WITH RECOVERY OF ANY REASONABLY INCURRED COURT COSTS, ATTORNEYS' FEES AND OTHER EXPENSES AND COSTS, SHALL BE THE APPLICANT'S SOLE REMEDIES IN THE EVENT OF AN UNCURED DEFAULT BY THE COUNTY. APPLICANT AND COUNTY AGREE THAT THE LIMITATIONS CONTAINED IN THIS PARAGRAPH ARE REASONABLE AND REFLECT THE BARGAINED FOR RISK ALLOCATION AGREED TO BY THE PARTIES.

- (iii) Exceptions and Limitations. Notwithstanding anything to the contrary stated in this Agreement, however, the Parties expressly agree as follows:

- (a) The default notice and Cure Period described in this Section 6.3 expressly do not apply to the following material default events if committed by Applicant: (1) the failure of Applicant to timely and properly pay its Ad Valorem Property Taxes to the County or real property taxes owed to the County, as required by law and this Agreement; or (2) the failure of Applicant to timely and properly perform all Applicant obligations described in Sections 4.1 and 4.2 of this Agreement.
- (b) 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 as expressly set out below), 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. The party prevented or hindered from performing shall give prompt (but in no event later than thirty (30) business days after the occurrence of such event) notice and reasonably full particulars of such event to the other party and shall take all reasonable actions within its power to remove the basis for nonperformance, and after doing so shall resume performance as soon as possible. A Force Majeure event expressly does not include or excuse the failure of Applicant to: (a) timely and properly pay Ad Valorem Property Taxes to the County or real property taxes owed to the County as required by law and this Agreement, or (b) perform all Applicant obligations described in Sections 4.1 through 4.4 (inclusive) of this Agreement.
- (c) Notwithstanding any other provision in this Section 6.3, neither the term of the Grant Period nor Applicant's obligation to pay Ad Valorem Property Taxes to the County shall be deferred or extended for any reason, including a Cure Period or the occurrence of an alleged Force Majeure event.

6.4 Attorney's Fees and Reimbursement.

- (i) In the event of a dispute between the Parties in connection with this Agreement, and as discussed above, the prevailing Party in the resolution of any such dispute, whether by litigation or otherwise, shall be entitled to full recovery of all attorneys' fees, costs and expenses incurred in connection therewith, including costs of court, from the non-prevailing Party to the extent allowed by law.
- (ii) The Applicant shall pay full reimbursement to the County for all reasonable and actual attorneys' fees (not to exceed \$20,000 without written approval from Applicant to proceed past that amount), newspaper publication fees, filing fees, costs, and other expenses, if any, incurred by the County in the negotiation, execution, and filing of (a) this Agreement, and, separately (b) any Applicant-requested amendment or revision of this Agreement. The County shall deliver a Form W-9 and reimbursement statement to Applicant containing sufficient invoice or other written expense data to confirm the correct reimbursement amount due the

County for all incurred fees, costs, and expenses described in this Section, and said statement shall be delivered by the County to Applicant on or before the later of (a) 30 days from the Effective Date (meaning the last party to sign) of this Agreement or any Applicant requested amendment or revision thereof, or (b) the Closing Date or earlier termination of the Option. On or before 30 days from the Applicant's receipt of said reimbursement statement, the Applicant shall deliver full reimbursement to the County for those incurred fees, costs, and expenses by the following agreed method of payment and delivery: the Applicant shall timely deliver to the Liberty County Judge an Applicant check made payable to the order of Liberty County, Texas, for the full amount of the aforesaid reimbursement then due.

- (iii) Separate from and in addition to the reimbursement for the County's attorney's fees and costs described in Section 6.4(ii) above, Applicant shall pay full reimbursement to the County for all reasonable and actual (a) title insurance premiums and related recording and escrow fees for the issuance of a Texas Land Title Association owner's title insurance policy, with the County as the named insured, insuring title in the County to the Donated Land, (b) costs incurred in connection with any road feasibility study for the Donated Land, and (c) costs incurred in connection with any land or site suitability studies for the Donated Land (and the total of all such cost or fee categories described in this paragraph (iii) shall not exceed \$23,000.00 for authorized reimbursement without written approval from Applicant to proceed past that total amount).

6.5 Entire Agreement; Amendment; Waiver.

- (i) This Agreement contains the entire agreement between the Parties. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto are superseded by this Agreement. This Agreement may only be amended, altered or revoked by written instrument signed by the County and Applicant. Waiver of any term, condition or provision of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of, or failure to comply with, the same term, condition or provision, or a waiver of any other term, condition or provision of this Agreement.
- (ii) No waiver of a material default occurs if the non-defaulting Party fails to immediately declare a material default or delays in taking any action regarding a material default committed by the defaulting Party.
- (iii) This approved, fully executed Agreement (a) shall be filed in the official minutes of the Commissioners Court of Liberty County, Texas maintained by the County Clerk of said county, and (b) a certified copy thereof shall be filed and recorded in the Official Public Records of Liberty County, Texas maintained by said clerk.
- (iv) This Agreement was approved by the Commissioners Court of Liberty County, Texas at its public meeting conducted on April 25, 2023.

- (v) This Agreement is made by the Parties in compliance with the County's active Guidelines and Criteria for Tax Abatement and Other Economic Development ("**Guidelines**") approved August 9, 2022 by the Commissioners Court of Liberty County, Texas. Should a conflict exist between this Agreement and the Guidelines, this Agreement shall control and an authorized variance to the Guidelines shall be deemed to have been granted by the County through the approval and execution of this Agreement.

6.6 **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and permitted assigns.

6.7 **Assignment.**

- (i) Applicant may assign all or any part of its rights and obligations under this Agreement to a new owner or lessee of all or any portion of the Project Land or the Project, provided that Applicant shall provide written notice of such assignment to the County. In the event of a partial assignment by Applicant to a new owner or lessee of all or any portion of the Project Land or the Project, the County shall enter into a substantially similar agreement to this Agreement with the assignee. The County shall not assign any its rights or obligations under this Agreement to any other person or party.
- (ii) Notwithstanding any other provision hereof, County agrees that Applicant may, without the prior consent of the County, implement financing structures, including construction lending or tax equity financing, and in any case, mortgage, pledge, collaterally assign, or otherwise encumber its interest in the Project, its interests in the Project Land, and/or its interest in this Agreement to any lender, any trustee or beneficiary under a deed of trust, any master or special servicer, or any tax equity investor (in any type of financing, a "Mortgagee") for the purpose of financing operations of the Project, constructing the Project, or acquiring additional equipment for the Project following any initial phase of construction. Applicant shall give County notice of the existence of any Mortgagee. Any Mortgagee shall be entitled to cure or commence cure of any such defaults on behalf of Applicant, and County shall accept such curative action by Mortgagee in the same manner as if the curative action was completed by Applicant. This provision shall not be construed to limit or diminish the County's lien priority for taxes owed pursuant to the Texas Tax Code.

6.8 **Termination.** In the event Applicant determines it will not proceed with, commence or complete construction of the Project, but subject to all rights of County described in Section 4.4 above, Applicant shall have the right to terminate this Agreement by notifying the County in writing of its exercise of such right, such exercise of such right shall not be a default by Applicant under this Agreement, and this Agreement and the rights and obligations of the Parties will be deemed terminated and of no further force or effect at the conclusion of the winding-up period described in Section 3.

6.9 Notice. All notices and communications required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed duly given (i) on the date of delivery, if delivered personally, (ii) on the third (3rd) day after mailing, if mailed by first class registered or certified mail, postage prepaid, return receipt requested, with the United States Postal Service, or (iii) on the next business day after deposit with a nationally recognized courier for next day service and so addressed and if there is evidence of acceptance by receipt. All notices and communications hereunder shall be delivered to a Party at the addresses set forth below (or at such other address or addresses as a Party shall have specified in a notice given in accordance with this Section 6.9):

If to the County: The Honorable Jay Knight, County Judge
Liberty County, Texas
Liberty County Courthouse
1923 Sam Houston Street, Room 201
Liberty, TX 77575

with required copies to:

Office of County Attorney
Liberty County, Texas
Liberty County Courthouse
1923 Sam Houston Street, Room 202
Liberty, TX 77575

If to Applicant: Liberty County Solar Project, LLC
Office of General Counsel
98 San Jacinto Blvd, Ste 750
Austin, Texas 78701
Phone: (512) 240-9107
Email (for informational and not notices purposes only):
legal@recurrentenergy.com

with required copies to:

Kroll, LLC
919 Congress Ave. #1450
Austin, TX 78701
Attn: Michael Lateur, Managing Director, Specialty Tax
Phone: (512) 671-5575
Email: michael.lateur@kroll.com

6.10 Interpretation. When a reference is made in this Agreement to a Section or Exhibit, such reference shall be to a Section of, or Exhibit to, this Agreement, unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All statements made in the title, preamble, and preliminary recitals of this Agreement, and all documents attached to this

Agreement, are incorporated by reference for all purposes. Unless the context otherwise requires, the word “including” shall mean “including, but not limited to,”. Words used in this Agreement, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context shall require. This Agreement is the joint product of the Parties and each provision of this Agreement has been subject to the mutual consultation, negotiation, consent and agreement of each Party and shall not be construed for or against any Party.

6.11 **Applicable Law.** This Agreement and the transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to conflicts of law or rules that would direct the application of the laws of another jurisdiction. Venue in any legal proceeding regarding or relating to this Agreement shall be in Liberty County, Texas.

6.12 **Severability.** In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected. It is also the intention of the Parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, and this Agreement shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. True and correct copies of this fully executed Agreement (including the Parties’ signatures appearing therein) shall be as valid, operable, and enforceable as the original executed Agreement.

6.14 **No Third-Party Beneficiaries.** This Agreement shall be for the sole and exclusive benefit of the Parties and shall not be construed to confer any rights, privileges, or causes of action upon any third parties, except as permitted by Section 6.7.

6.15 **Exhibit.** The following exhibits are attached and incorporated by reference for all purposes: Exhibit A: Description of the Project Land; Exhibit B: Description of the Donated Land; and Exhibit C: Deed.

6.16 **No Joint Venture.** It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The County and its past, present and future officers, elected and non-elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

6.17 **Road/Bridge Repair Obligations.** During the Construction Period and Maintenance Event (both defined below) of the Project, Applicant shall perform the following obligations regarding any damage caused by Applicant (“Applicant” as used in this paragraph shall be interpreted to include the employees, agents, contractors or subcontractors, agents, successors,

or assigns of Applicant) to the County's public road and bridge system. "Construction Period" shall be the period commencing on the Effective Date of the Agreement until the Grant Period Commencement Notice is issued.

- (i) Applicant shall engage a Texas licensed engineer to perform a road and bridge assessment before Project construction begins with a statement that sets forth Applicant's efforts to ensure that the County's public road and bridge system used by Applicant during its construction (to be identified by such engineer) will not be damaged. After the completion of the Project, Applicant shall engage a Texas licensed engineer to perform a road and bridge assessment of the County's public roads and bridge system identified in the report above, which assessment shall include a statement by the engineer that such roads and bridges have not been damaged, by Applicant during Project construction, or if damaged, have been repaired to the same or better condition as existed before the damage event occurred, normal wear being excepted.
- (ii) On or before 45 days after Applicant receives written notice from the County that Applicant has damaged any of the County's public roads or bridge system adjacent to the Project Land during the Construction Period or any Maintenance Event (defined below), Applicant shall promptly and timely repair or provide the funds to the County for the County to repair such roads and bridges of the County's public road and bridge system damaged by Applicant during the Construction Period or Maintenance Event, with the required standard of repair being to the same or better condition as existed before the damage event occurred, normal wear being excepted. Applicant also shall use commercially reasonable efforts to minimize the disruption to the County's public road and bridge system caused by the Project operations and activities. County's notice shall specify whether it elects to have Applicant perform such repairs or provide funds to the County. If the County elects to receive funds, County shall present an invoice or estimate for such repair costs prepared by a licensed Texas engineer to Applicant with its notice.
- (iv) Upon completion of any Maintenance Event and/or the completion, discontinuation and removal of the Project infrastructure, improvements, structures, machinery, and equipment, Applicant shall leave the roads and bridges of the County's public road and bridge system in a state of the same or better condition as they were prior to a damage causing event caused by the Applicant, as herein described, normal wear being excepted.
- (v) Applicant shall replace any road signs or delineators damaged by the Applicant during Project construction, operation, maintenance, discontinuation and removal.
- (vi) "Maintenance Event" shall mean any significant maintenance of the Project infrastructure, improvements, structure, machinery, and equipment that requires use of multi-axle vehicles, trailers or vehicles with overweight permits. Applicant shall give the County five (5) days' written notice prior to the commencement of a Maintenance Event which notice shall specify the duration and location of the Maintenance Event.

6.18 Tax Situs, Levy, and Collection. During each year of this Agreement and during the entire operational life of Applicant's Project, Applicant shall: (i) annually furnish the Liberty County Central Appraisal District, by and through the District's Chief Appraiser, with the information described in Chapter 22 of the Texas Tax Code or other authority identified by the County with sixty (60) days advance written notice to Applicant as may be necessary or advisable for the proper administration this Agreement; and (ii) render its Project infrastructure, structures, improvements, machinery, equipment, personal property, and real property for ad valorem taxation in Liberty County, Texas, said county hereby being designated and agreed by the Parties as the situs for the appraisal, assessment, levy, and collection of taxes on said property by the County, and the payment of said taxes by the Applicant regarding said property, for the purposes of and pursuant to this Agreement.

6.19 Compliance with Federal, State, and Local Regulations. Nothing in this Agreement shall be construed to alter or affect the obligation of Applicant to comply with any applicable federal or Texas statute, rule, or regulation, and any applicable local ordinance, rule, or regulation regarding this Agreement or the Applicant's Project operations and activities conducted in Liberty County, Texas. Furthermore, the Parties expressly agree as follows:

- (i) Pursuant to Chapter 2271 of the Texas Government Code, relating in part to the statutory prohibition on contracts with companies boycotting Israel, Applicant agrees and verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.
- (ii) Pursuant to Chapter 2264 of the Texas Government Code, relating in part to statutory restrictions on the use of certain public subsidies, Applicant agrees and certifies that: (a) Applicant (or a branch, division, or department thereof) does not and will not knowingly employ an undocumented worker regarding its Project on the Project Land; and (b) Applicant (or a branch, division, or department thereof), after receiving a public subsidy from the County pursuant to this Agreement (including an EIP), and if convicted of a knowing violation under 8 U.S.C. Section 1324a(f), shall repay the amount of the public subsidy in full, plus interest per annum at a rate equal to the effective "prime rate" of interest for large U.S. money center commercial banks published under "Money Rates" by the Wall Street Journal, accruing from the date of said conviction and with said repayment to the County occurring not later than the 120th day after the County notifies the Applicant (or a branch, division, or department thereof) of the violation.
- (iii) Prior to the approval of this Agreement by the County, Applicant has submitted to the County: (a) a properly executed Form CIQ/Conflicts of Interest Questionnaire pursuant to Chapter 176 of the Texas Local Government Code and other authority; and (b) a properly executed Form 1295/Texas Ethics Commission Certificate of Interested Parties pursuant to Section 2252.908 of the Texas Government Code and other authority.

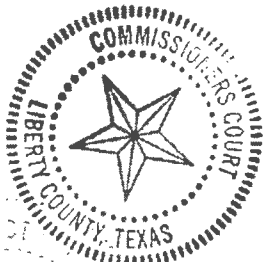
6.20 INDEMNITY. TO THE EXTENT AUTHORIZED BY TEXAS LAW, THE APPLICANT, INCLUDING ITS EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS, SUCCESSORS, AND/OR ASSIGNS, (COLLECTIVELY

“INDEMNITOR”), SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND REGARDING ANY AND ALL LIABILITIES, CLAIMS FOR RELIEF, CAUSES OF ACTION, AND DAMAGES BROUGHT BY THIRD PARTIES AGAINST THE COUNTY THAT ARISE FROM THE NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL ACT, OR WILLFUL MISCONDUCT OF INDEMNITOR; HOWEVER, THIS INDEMNITY OBLIGATION OF INDEMNITOR SHALL NOT APPLY IN THE EVENT SUCH LIABILITIES, CLAIMS FOR RELIEF, CAUSES OF ACTION AND DAMAGES BROUGHT BY THIRD PARTIES ARE ATTRIBUTABLE TO A MATERIAL DEFAULT COMITTED BY THE COUNTY OF THIS AGREEMENT.

EXECUTED to be effective as of the Effective Date.

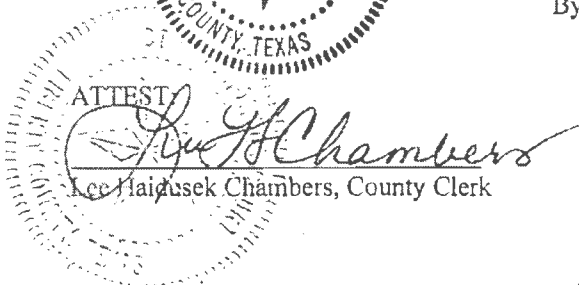
(SIGNATURES ON FOLLOWING PAGES)

SIGNED AND AGREED on the 1st day of May, 20 23.



LIBERTY COUNTY, TEXAS

By: [Signature]
The Honorable Jay Knight, County Judge



ATTEST
[Signature]
Lee Haigusek Chambers, County Clerk

SIGNED AND AGREED on the 4 day of MAY, 20 23.

LIBERTY COUNTY SOLAR PROJECT, LLC

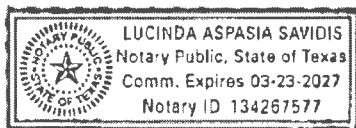
By: [Signature]
Printed Name: SPIVEY PAUP
Title: VICE PRESIDENT
Date: MAY 4, 2023

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 4 day of MAY, 2023
by Liberty County Solar Project, LLC, a Delaware business entity, by
SPIVEY PAUP, its VICE PRESIDENT, by and on behalf
of said business entity.

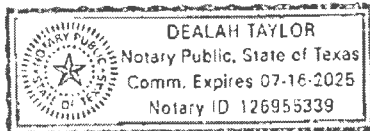


[Signature]
Notary Public, State of TEXAS
My Commission Expires: 03-23-2027

STATE OF Texas §

COUNTY OF LIBERTY §

This instrument was acknowledged before me on the 18th day of May, 2023
by the Honorable Jay Knight, the County Judge of Liberty County, Texas, by and on behalf of said
county.



Dealah Taylor
Notary Public, State of Texas
My Commission Expires: 7-16-2025

AFTER RECORDING RETURN TO:

**Hon. Jay Knight, County Judge
Liberty County, Texas
Liberty County Courthouse
1923 Sam Houston Street, Room 201
Liberty, Texas 77575**

EXHIBIT PACKET TO ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

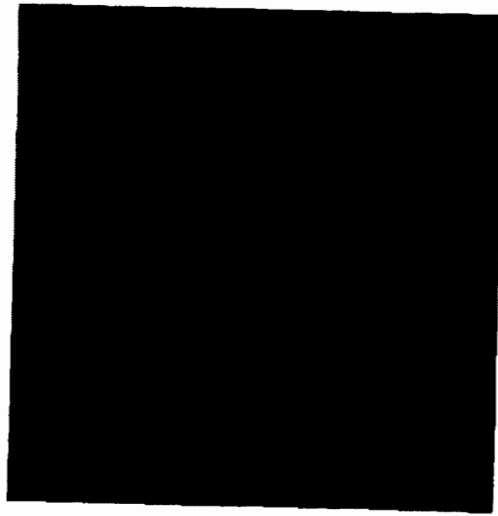
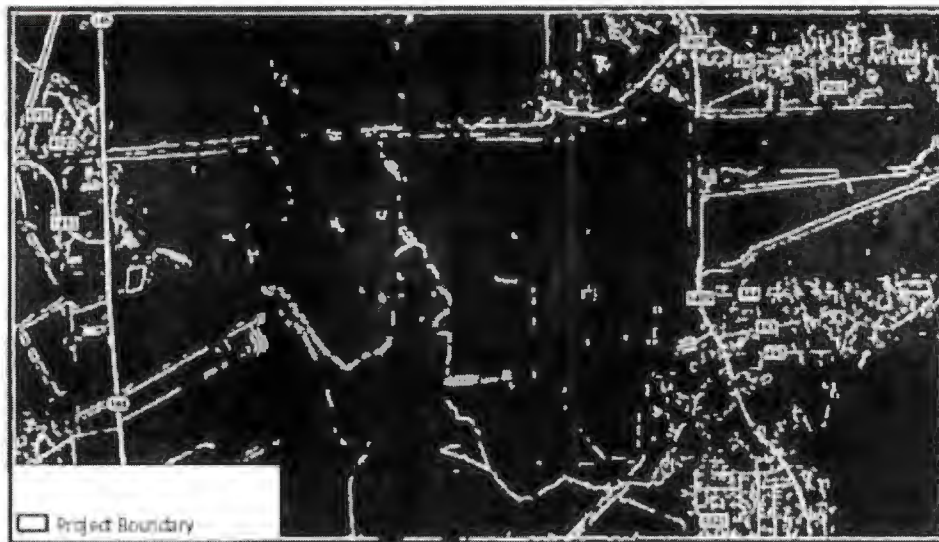


EXHIBIT A**Description of Project Land**

The parcel IDs for the proposed project and their corresponding legal descriptions from the Liberty CAD are listed below:

Parcel ID	Legal Description as provided by Liberty CAD
20880	000119 J A WILLIAMS, TRACT 3, ACRES 1427.56
20893	000119 J A WILLIAMS, TRACT 7, ACRES 473.221



The exact legal description for each parcel is provided below:

MARY GAY (Liberty CAD Parcel ID 20880)

PARCEL A – INTENTIONALLY OMITTED

PARCEL B – 295.95 ACRES

Being a 295.95 acre tract of land located in the John A. Williams League, Abstract No. 119, and being a part of that called 1,454.19 acre tract of land as described in deed to The Mary Gay Corporation, recorded in Volume 1307, Page 68, Official Public Records of Liberty County, Texas and being a portion of a called 2.3956 acre tract of land as described in deed to The Mary Gay Corporation, recorded as Document No. 2016001926, Official Public Records of Liberty County, Texas and being more particularly described as follows:

Commencing at a found 4 inch by 4 inch concrete post at the northwest corner of said Abstract No. 119, also being an inside corner of the William E. Kierstead Survey, Abstract No. 693, also being the northwest corner of said Mary Gay Corporation tract (Volume 1307, Page 68), and having a coordinate of X=4,028,932.61, Y=9,993,509.37;

Thence North 85 degrees 46 minutes 16 seconds East, along the north line of said Abstract No. 119 and the south line of said Abstract No. 693, at 297.17 feet pass a found 1-1/2 inch iron pipe that bears South 04 degrees 13 minutes 44 seconds East, a distance of 6.79 feet, at 443.24 feet pass the most easterly southeast corner of said Abstract No. 693, also being the southwest corner of the Isaac Warner Survey, Abstract No. 420, a found rebar capped "M Chandler 5292" bears South 04 degrees 13 minutes 44 seconds East, a distance of 9.70 feet, continuing along the north line of said Abstract No. 119 and the south line of said Abstract No. 420, at 3,597.76 feet pass a found 1 inch iron pipe that bears South 04 degrees 13 minutes 44 seconds East, a distance of 3.05 feet, at 5,391.53 feet pass the northwest corner of said Mary Gay Corporation tract (Document No. 2016001926), a found 1/2 inch rebar capped "Al Sikes RPLS 2914" bears South 04 degrees 13 seconds 44 minutes East, a distance of 0.35 feet, in all a distance of 5,489.78 feet to the westerly right of way line of FM 1409, from which a found 1/2 inch rebar capped "AL Sikes RPLS 2914" bears South 85 degrees 46 minutes 16 seconds West, a distance of 2.19 feet, and a found 1 inch iron pipe bears South 63 degrees 22 minutes 39 seconds West, a distance of 1.62 feet;

Thence South 06 degrees 55 minutes 08 seconds West, along said westerly right of way line, a distance of 122.31 feet to a set 1/2 inch iron pipe capped "WESTWOOD PS," said point being the Point of Beginning;

Thence continuing South 06 degrees 55 minutes 08 seconds West, along said westerly right of way line, a distance of 43.99 feet to a point from which a found concrete post bears North 03 degrees 33 minutes 13 seconds West, a distance of 0.60 feet;

Thence Southerly, along a tangential curve on said westerly right of way, concave to the East, having a central angle of 11 degrees 30 minutes 00 seconds, a radius of 1,185.92 feet for an arc distance of 238.03 feet to a point, from which a found 1/2 inch rebar capped "BHA INC" bears South 87 degrees 18 minutes 42 seconds West, a distance of 0.31 feet;

Thence South 04 degrees 34 minutes 52 seconds East, along said westerly right of way line, at 1,756.51 feet pass the southeast corner of said Mary Gay Corporation tract (Document No. 2016001926), from which a found 5/8 inch rebar capped "Al Sikes RPLS 2914" bears North 85 degrees 55 minutes 36 seconds East, a distance of 1.42 feet, in all a distance of 2,264.05 feet to a set 1/2 inch iron pipe capped "WESTWOOD PS";

Thence South 80 degrees 58 minutes 52 seconds West, a distance of 1,170.14 feet to a set 1/2 inch iron pipe capped "WESTWOOD PS";

Thence South 80 degrees 55 minutes 16 seconds West, a distance of 3,298.96 feet to a set 1/2 inch iron pipe capped "WESTWOOD PS";

Thence South 80 degrees 58 minutes 28 seconds West, a distance of 1,025.62 feet to a set 1/2 inch iron pipe capped "WESTWOOD PS" on the west line of said Abstract No. 119 and the east line of a called 7,450.588 acre tract of land described in deed to River Ranch Holdings, LLC, recorded in Document Number 2017004908, Official Public Records of Liberty County, Texas;

Thence North 03 degrees 45 minutes 06 seconds West, along the west line of said Abstract No. 119 and the east line of said River Ranch Holdings, LLC tract, a distance of 2,272.43 feet to a set 1/2 inch iron pipe capped "WESTWOOD PS" from which the Point of Commencement bears North 03 degrees 45 minutes 06 seconds West, a distance of 853.80 feet;

Thence North 85 degrees 17 minutes 54 seconds East, a distance of 847.85 feet to a set 1/2 inch iron pipe capped "WESTWOOD PS";

Thence North 76 degrees 57 minutes 36 seconds East, a distance of 1,961.07 feet to a set 1/2 inch iron pipe capped "WESTWOOD PS";

Thence North 76 degrees 38 minutes 41 seconds East, a distance of 1,152.22 feet to a set 1/2 inch iron pipe capped "WESTWOOD PS";

Thence North 73 degrees 17 minutes 58 seconds East, a distance of 775.23 feet to a set 1/2 inch iron pipe capped "WESTWOOD PS";

Thence North 70 degrees 22 minutes 37 seconds East, a distance of 287.13 feet to a set 1/2 inch iron pipe capped "WESTWOOD PS";

Thence North 85 degrees 46 minutes 16 seconds East, a distance of 516.10 feet to the Point of Beginning.

Containing 12,891,445 square feet or 295.95 acres, more or less.

PARCEL C – EASEMENT

Being a 56.78 acre tract of land located in the John A. Williams League, Abstract No. 119, and being a part of that called 1,454.19 acre tract of land as described in deed to The Mary Gay Corporation, recorded in Volume 1307, Page 68, Official Public Records of Liberty County, Texas and being more particularly described as follows:

Commencing at a found 4 inch by 4 inch concrete post at the northwest corner of said Abstract No. 119, also being an inside corner of the William E. Kierstead Survey, Abstract No. 693, also being the northwest corner of said Mary Gay Corporation tract (Volume 1307,

Page 68), and having a coordinate of $X=4,028,932.61$, $Y=9,993,509.37$;

Thence North 85 degrees 46 minutes 16 seconds East, along the north line of said Abstract No. 119 and the south line of said Abstract No. 693, at 297.17 feet pass a found 1-1/2 inch iron pipe that bears South 04 degrees 13 minutes 44 seconds East, a distance of 6.79 feet, at 443.24 feet pass the most easterly southeast corner of said Abstract No. 693, also being the southwest corner of the Isaac Warner Survey, Abstract No. 420, a found rebar capped "M Chandler 5292" bears South 04 degrees 13 minutes 44 seconds East, a distance of 9.70 feet, continuing along the north line of said Abstract No. 119 and the south line of said Abstract No. 420, at 3,597.76 feet pass a found 1 inch iron pipe that bears South 04 degrees 13 minutes 44 seconds East, a distance of 3.05 feet, at 5,391.53 feet pass the northwest corner a tract of land as described in deed to the Mary Gay Corporation, recorded as Document No. 2016001926, Official Public Records of Liberty County, Texas, a found 1/2 inch rebar capped "Al Sikes RPLS 2914" bears South 04 degrees 13 seconds 44 minutes East, a distance of 0.35 feet, in all a distance of 5,489.78 feet to the westerly right of way line of FM 1409, from which a found 1/2 inch rebar capped "AL Sikes RPLS 2914" bears South 85 degrees 46 minutes 16 seconds West, a distance of 2.19 feet, and a found 1 inch iron pipe bears South 63 degrees 22 minutes 39 seconds West, a distance of 1.62 feet;

Thence South 06 degrees 55 minutes 08 seconds West, along said westerly right of way line, a distance of 166.30 feet, a found concrete post bears North 03 degrees 33 minutes 13 seconds West, a distance of 0.60 feet;

Thence Southerly, along a tangential curve on said westerly right of way, concave to the East, having a central angle of 11 degrees 30 minutes 00 seconds, a radius of 1,185.92 feet for an arc distance of 238.03 feet to a point, from which a found 1/2 inch rebar capped "BHA INC" bears South 87 degrees 18 minutes 42 seconds West, a distance of 0.31 feet;

Thence South 04 degrees 34 minutes 52 seconds East, along said westerly right of way line, at 1,756.51 feet pass the southeast corner of a tract of land as described in deed to the Mary Gay Corporation, recorded as Document No. 2016001926, Official Public Records of Liberty County, Texas, from which a found 5/8 inch rebar capped "Al Sikes RPLS 2914" bears North 85 degrees 55 minutes 36 seconds East, a distance of 1.42 feet, in all a distance of 2,264.05 feet to a set 1/2 inch iron pipe capped "WESTWOOD PS," on said westerly right of way line, said point being the Point of Beginning;

Thence South 80 degrees 58 minutes 52 seconds West, a distance of 1,170.14 feet to a set 1/2 inch iron pipe capped "WESTWOOD PS";

Thence South 80 degrees 55 minutes 16 seconds West, a distance of 3,298.96 feet to a set 1/2 inch iron pipe capped "WESTWOOD PS";

Thence South 80 degrees 58 minutes 28 seconds West, a distance of 1,025.62 feet to a set 1/2 inch iron pipe capped "WESTWOOD PS" on the west line of said Abstract No. 119 and

the east line of a called 7,450.588 acre tract of land described in deed to River Ranch Holdings, LLC, recorded in Document Number 2017004908, Official Public Records of Liberty County, Texas, from which the Point of Commencement bears North 03 degrees 45 minutes 06 seconds West, a distance of 3126.24;

Thence South 3 degrees 45 minutes 6 seconds East, along the west line of said Abstract No. 119 and the east line of said River Ranch Holdings, LLC tract, a distance of 451.91 feet to a set 1/2 inch iron pipe capped "WESTWOOD PS";

Thence North 80 degrees 58 minutes 28 seconds East, a distance of 1,067.54 feet to a set 1/2 inch iron pipe capped "WESTWOOD PS";

Thence North 80 degrees 55 minutes 16 seconds East, a distance of 3,298.77 feet to a set 1/2 inch iron pipe capped "WESTWOOD PS";

Thence North 80 degrees 58 minutes 52 seconds East, a distance of 1,128.91 feet to a set 1/2 inch iron pipe capped "WESTWOOD PS" on said westerly right of way line of FM 1409;

Thence Northerly, along a non-tangential curve on said westerly right of way line, concave to the West, having a central angle of 01 degree 51 minutes 54 seconds, a chord that bears North 03 degrees 38 minutes 55 seconds West, a chord distance of 371.67 feet, a radius of 11,419.16 feet, for an arc distance of 371.69 feet from which a 5/8" rebar capped "SAM" bears South 03 degrees 30 minutes 42 seconds West, a distance of 0.76 feet;

Thence North 04 degrees 34 minutes 52 seconds West, along said westerly right of way line tangent to the last described curve, a distance of 80.20 feet to the Point of Beginning.

Containing 2,473,348 square feet or 56.78 acres, more or less.

PARCEL D – 276.57 ACRES

Being a 276.57 acre tract of land located in the John A. Williams League, Abstract No. 119, and being a part of that called 1,454.19 acre tract of land as described in deed to The Mary Gay Corporation, recorded in Volume 1307, Page 68, Official Public Records of Liberty County, Texas and being more particularly described as follows:

Commencing at a found 4 inch by 4 inch concrete post at the northwest corner of said Abstract No. 119, also being an inside corner of the William E. Kierstead Survey, Abstract No. 693, also being the northwest corner of said Mary Gay Corporation tract (Volume 1307, Page 68), and having a coordinate of X=4,028,932.61, Y=9,993,509.37;

Thence North 85 degrees 46 minutes 16 seconds East, along the north line of said Abstract No. 119 and the south line of said Abstract No. 693, at 297.17 feet pass a found 1-1/2 inch

iron pipe that bears South 04 degrees 13 minutes 44 seconds East, a distance of 6.79 feet, at 443.24 feet pass the most easterly southeast corner of said Abstract No. 693, also being the southwest corner of the Isaac Warner Survey, Abstract No. 420, a found rebar capped "M Chandler 5292" bears South 04 degrees 13 minutes 44 seconds East, a distance of 9.70 feet, continuing along the north line of said Abstract No. 119 and the south line of said Abstract No. 420, at 3,597.76 feet pass a found 1 inch iron pipe that bears South 04 degrees 13 minutes 44 seconds East, a distance of 3.05 feet, at 5,391.53 feet pass the northwest corner of a tract of land as described in deed to the Mary Gay Corporation, recorded as Document No. 2016001926, Official Public Records of Liberty County, Texas, a found 1/2 inch rebar capped "Al Sikes RPLS 2914" bears South 04 degrees 13 seconds 44 minutes East, a distance of 0.35 feet, in all a distance of 5,489.78 feet to the westerly right of way line of FM 1409, from which a found 1/2 inch rebar capped "AL Sikes RPLS 2914" bears South 85 degrees 46 minutes 16 seconds West, a distance of 2.19 feet, and a found 1 inch iron pipe bears South 63 degrees 22 minutes 39 seconds West, a distance of 1.62 feet;

Thence South 06 degrees 55 minutes 08 seconds West, along said westerly right of way line, a distance of 166.30 feet, a found concrete post bears North 03 degrees 33 minutes 13 seconds West, a distance of 0.60 feet;

Thence Southerly, along a tangential curve on said westerly right of way, concave to the East, having a central angle of 11 degrees 30 minutes 00 seconds, a radius of 1,185.92 feet for an arc distance of 238.03 feet to a point, from which a found 1/2 inch rebar capped "BHA INC" bears South 87 degrees 18 minutes 42 seconds West, a distance of 0.31 feet;

Thence South 04 degrees 34 minutes 52 seconds East, along said westerly right of way line, at 1,756.51 feet pass the southeast corner of said Mary Gay Corporation tract (Document No. 2016001926), from which a found 5/8 inch rebar capped "Al Sikes RPLS 2914" bears North 85 degrees 55 minutes 36 seconds East, a distance of 1.42 feet, in all a distance of 2,344.25 feet, from which a found 5/8 inch rebar capped "SAM" bears South 03 degrees 30 minutes 42 seconds West, a distance of 0.76 feet;

Thence Southerly, along a tangential curve on said westerly right of way line, concave to the West, having a central angle of 01 degrees 51 minutes 54 seconds, a radius of 11,419.16 feet for an arc distance of 371.69 feet, to a set 1/2 inch iron pipe capped "WESTWOOD PS," said point being the Point of Beginning;

Thence continuing along said tangential curve on said westerly right of way line, concave to the West, having a central angle of 00 degrees 13 minutes 06 seconds, a chord that bears South 02 degrees 36 minutes 25 seconds East, a chord length of 43.52 feet, a radius of 11,419.16 feet for an arc distance of 43.52 feet, from which a found concrete post bears South 19 degrees 22 minutes 38 seconds East, a distance of 0.70 feet;

Thence South 02 degrees 29 minutes 52 seconds East, along said westerly right of way, a distance of 1,213.68 feet, from which a found concrete post bears South 03 degrees 33 minutes 13 seconds East, a distance of 0.20 feet, and a found rebar bears North 04 degrees 01 minutes 22 seconds East, a distance of 1.94 feet;

Thence Southerly, along a tangential curve on said westerly right of way, concave to the West, having a central angle of 04 degrees 32 minutes 11 seconds, a chord that bears South 00 degrees 13 minutes 46 seconds East, a chord length of 450.36, a radius of 5,689.58 feet for an arc distance of 450.48 feet to a found rebar with illegible cap at the northerly corner of a called 5.64 acre Parcel "B" as described in deed to Coastal Industrial Water Authority, recorded in Volume 659, Page 251, Deed Records of Liberty County, Texas;

Thence South 11 degrees 26 minutes 59 seconds West, along the westerly line of said Coastal Industrial Water Authority tract, a distance of 450.93 feet to a found 1 inch iron pipe at a corner of said Coastal Industrial Water Authority tract;

Thence South 65 degrees 52 minutes 37 seconds West, along the northwesterly line of said Coastal Industrial Water Authority tract, a distance of 997.13 feet to a found 5/8 inch rebar capped "SAM";

Thence Southwesterly, along said northwesterly line, along a non-tangential curve, concave to the Southeast, having a central angle of 05 degrees 59 minutes 01 second, a chord that bears South 59 degrees 44 minutes 04 seconds West, and a radius of 1,039.00 feet for an arc distance of 108.51 feet to a found 5/8 inch rebar on the westerly corner of said Coastal Industrial Water Authority tract, also being the northeasterly corner of a called 476.131 acre tract of land described in deed to James A. Smesny and Peggy A. Smesny, recorded in Volume 1933, Page 384, Official Public Records of Liberty County, Texas;

Thence South 86 degrees 46 minutes 04 seconds West, along the north line of said Smesny tract, a distance of 4,266.71 feet to the west line of said Abstract No. 119 and the east line of a called 7,450.588 acre tract of land described in deed to River Ranch Holdings, LLC, recorded in Document Number 2017004908, Official Public Records of Liberty County, Texas, from which a found metal monument under water bears South 86 degrees 14 minutes 54 seconds West, a distance of 13.03 feet;

Thence North 03 degrees 45 minutes 06 seconds West, along the west line of said Abstract No. 119 and the east line of said River Ranch Holdings, LLC tract, a distance of 1,990.38 feet to a set 1/2 inch iron pipe capped "WESTWOOD PS," from which a set 1/2 inch iron pipe capped "WESTWOOD PS" bears North 03 degrees 45 minutes 06 seconds West, a distance of 451.91 feet;

Thence North 80 degrees 58 minutes 28 seconds East, a distance of 1,067.54 feet to a set 1/2 inch iron pipe capped "WESTWOOD PS";

Thence North 80 degrees 55 minutes 16 seconds East, a distance of 3,298.77 feet to a set 1/2 inch iron pipe capped "WESTWOOD PS";

Thence North 80 degrees 58 minutes 52 seconds East, a distance of 1,128.91 feet to the Point of Beginning.

Containing 12,047,536 square feet or 276.57 acres, more or less.

SMESNY LEGAL (Liberty CAD Parcel ID 20893)

FIELD NOTES TO 476.131 ACRES OF LAND AS SITUATED IN THE JOHN A. WILLIAMS SURVEY, A-119, LIBERTY COUNTY, TEXAS, AND BEING THE RESIDUE OF THAT CERTAIN CALLED 878 ACRE TRACT CONVEYED BY H. S. TROUSDALE, ET. AL., TO THE AMERICAN RICE GROWERS COOPERATIVE ASSOCIATION, DAYTON DIVISION, BY DEED RECORDED IN VOLUME 540, PAGE 370 OF THE OFFICIAL RECORDS OF SAID COUNTY. SAID 476.31 ACRES BEING IN TWO PARCELS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

PARCEL ONE: 473.221 ACRES

BEGINNING at a concrete monument found for the southwest corner of this, of said 878 acres and of said Williams Survey, same being an interior corner of the Louis Davis Survey, A-18 and of the Weldon W. Alders 4692.715 acre tract described in Volume 1777, Page 75 of the official records of said county;

THENCE: N 03° 06' W, with the west line of said Williams Survey and the east line of said Davis Survey and of the A. P. Blackwell Survey, A-782 and the lower east line of the William E. Kierstead Survey, A-693, at 5773.45 Ft. pass a fence corner post found on the south side of a drainage ditch, in all 5786.81 Ft. to a ½ inch iron rod set in said ditch for the northwest corner of this, of said 878 acres and of said Williams Survey, same being an interior corner of said Kierstead Survey and of the Weldon W. Alders 2493.202 acre tract described in Volume 1754, Page 697 of said official records;

THENCE: N 87° 30' E 4280.13 Ft., with the north line of said Williams Survey and the south lines of the Kierstead and William D. Smith Survey, A-107 and of the Dick Tinsley 58.0 acres, the David A. Peterson 22.36 acres and the George R. Ardeneaux 24.09 acres as described in Volume 1531, Page 265, Volume 1298, Page 680 and Volume 1298, Page 668, respectively, of said official records, to a 5/8 inch iron rod found for the northeast corner of this tract, same being the northwest corner of the Coastal Inland Water Authority 36.03 acres described as Parcel "A" in deed recorded in Volume 646, Page 602 of said deed records;

THENCE: SOUTHWESTERLY 1086.08 Ft., with the west line of said 36.03 acres, in a curve to the left having a central angle of 59° 53' 30", a radius of 1039.00 Ft. and a long chord bearing S 30° 28' W 1037.30 Ft. to a disturbed 5/8 inch iron rod reset for the point of tangency of said curve, same being an interior corner of this tract;

THENCE: S 00° 49' W 4535.10 Ft., continuing with the west line of said 36.03 acres, to a ½ inch iron rod set for the upper southeast corner of this tract, same being an interior corner of said 36.03 acres;

THENCE: N 89° 29' W 10.00 Ft., with a transition line of said 36.03 acres, to a ½ inch iron rod set for an interior corner of this tract, same being an exterior corner of said 36.03 acres;

THENCE: SOUTHWESTERLY 315.67 Ft., continuing with said 36.03 acre west line, in a curve to the right having a central angle of $24^{\circ} 50' 38''$, a radius of 728.00 Ft. and a long chord bearing S $12^{\circ} 57' W$ 313.20 Ft., to a 1/2 inch iron rod set for the lower southeast corner of this tract, same being the southwest corner of said 36.03 acres, and being on the south line of said 878 acres and of said Williams Survey and the north line of the lower portion of said Blackwell Survey and being the lower northeast corner of said Alders 4692.715 acre tract;

THENCE: S $85^{\circ} 59' W$ 3300.44 Ft., with the south line of said Williams Survey, to the PLACE OF BEGINNING AND CONTAINING WITHIN THESE BOUNDS 473.221 ACRES OF LAND.

PARCEL TWO: 2.910 ACRES

BEGINNING at a 1 inch iron pipe found for the southeast corner of this tract on the west right of way of F. M. Highway 1409, same being the northeast corner of the W. M. Trousdale, Jr. 2.0 acre tract described in Volume 456, Page 262 of said deed records;

THENCE: S $71^{\circ} 25' W$ 368.95 Ft., with the north line of said 2.0 acres to its northwest corner, a 5/8 inch iron rod found for an exterior corner of this tract, same being the upper northeast corner of the Andrew J. Bates 22.760 acre tract described in Volume 1531, Page 792 of said official records;

THENCE: S $73^{\circ} 50' W$ 1177.11 Ft., with the north line of said 22.760 acres, to a 5/8 inch iron rod found for the point of curvature of a curve to the right, same being an exterior corner of this tract and an interior corner of said 22.760 acres;

THENCE: SOUTHWESTERLY 168.10 Ft., with said curve, having a central angle of $28^{\circ} 45' 00''$, a radius of 335.00 Ft. and a long chord bearing S $88^{\circ} 12' 30'' W$ 166.34 Ft., to a 1/2 inch iron rod set for the point of tangency of said curve, same being an exterior corner of this tract and an interior corner of said 22.760 acres;

THENCE: N $77^{\circ} 25' W$ 123.36 feet, continuing with the North line of said 22.760 acres to its northwest corner, a 5/8 inch iron rod found for the southwest corner of this tract on the east line of the Coastal Inland Water Authority 36.03 acres described as Parcel "A" in deed recorded in Volume 646, Page 602 of said deed records;

THENCE N $00^{\circ} 27' E$ 71.60 ft, with the East line of said 36.03 acres, to a 5/8 inch iron rod found for the northwest corner of this tract, same being the southwest corner of the Jack Jones Estate 13.00 acre tract described in Volume 1764, Page 178 of said official records;

THENCE: S $77^{\circ} 25' E$ 138.41 Ft., with the south line of said 13.00 acres, to a 5/8 inch iron rod found for the point of curvature of a curve to the left;

THENCE: NORTHEASTERLY 132.97 Ft., with said curve having a central angle of $28^{\circ} 45' 00''$, a radius of 265.00 Ft. and a long chord bearing N $99^{\circ} 12' 30'' E$ 131.58 Ft. to a 5/8 inch iron rod found for the point of tangency of said curve;

THENCE: N 73° 50' E 1175.66 Ft., continuing with the south line of said 5.470 acres to its exterior corner, a 5/8 inch iron rod found for an interior corner of this tract;

THENCE: N 71° 25' E 337.20 Ft., continuing with the south line of said 13.00 acres to its southeast corner, a 1/2 inch iron rod set for the northeast corner of this tract on the west right of way of F. M. Highway 1409;

THENCE: SOUTHEASTERLY 20.21 Ft., with said west right of way, in a curve to the left having a central angle of 01° 31' 52", a radius of 756.20 Ft. and a long chord bearing S 41° 23' 04" E 20.21 Ft. to a 5/8 inch iron rod found for the point of tangency of said curve;

THENCE: S 42° 09' E 56.05 Ft., continuing with said west right of way, to the PLACE OF BEGINNING AND CONTAINING WITHIN THESE BOUNDS 2.910 ACRES OF LAND WHICH TOGETHER WITH PARCEL ONE CONTAINS A TOTAL OF 476.131 ACRES OF LAND.

PARCEL THREE: EASEMENT

FIELD NOTES TO 0.415 ACRE OF LAND AS SITUATED IN THE JOHN A. WILLIAMS SURVEY, A-119, LIBERTY COUNTY, TEXAS, AND BEING OUT OF THAT CERTAIN CALLED 36.03 ACRES DESCRIBED AS PARCEL "A" IN DEED FROM THE AMERICAN RICE GROWERS COOPERATIVE ASSOCIATION, DAYTON DIVISION, TO THE COASTAL INDUSTRIAL WATER AUTHORITY AS RECORDED IN VOLUME 646, PAGE 602 OF THE DEED RECORDS OF SAID COUNTY. SAID 0.415 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod found for the northeast corner of this tract on the east line of said 36.03 acres, same being on the northwest corner of a 2.910 acre tract surveyed this date and being the southwest corner of the Jack Jones Estate 13.00 acre tract described in Volume 1764, Page 178 of the official records of said county;

THENCE: S 00° 27' W 71.60 Ft., with the east line of said 36.03 acres and the west line of said 2.910 acres, to a 5/8 inch iron rod found for the southeast corner of this tract, same being the southwest corner of said 2.910 acres and being the northwest corner of the Andrew J. Bates 22.760 acres described in Volume 1531, Page 792 of said official records;

THENCE: N 89° 11' W 252.91 Ft., on a line severing said 36.03 acres, to a 1/2 inch iron rod set for the southwest corner of this tract on the west line of said 36.03 acres, same being on the east line of a 473.221 acre tract surveyed this date at a point N 00° 49' E 3481.02 Ft. from the upper southeast corner of same;

THENCE: N 00° 49' E 71.60 Ft., with said 36.03 acre west line, to a 1/2 inch iron rod set for the northwest corner of this tract, same being on the east line of said 473.221 acre tract at a point S 30° 28' W 1037.30 Ft. and S 00° 49' W 982.48 Ft. from the northeast corner of same;

THENCE: S 89° 11' E 252.45 Ft., on a line severing said 36.03 acres, to the PLACE OF BEGINNING AND CONTAINING WITHIN THESE BOUNDS 0.415 ACRE OF LAND.

EXHIBIT B

DESCRIPTION OF THE DONATED LAND
RIVER RANCH PARKWAY—MARY GAY

[see attached]



RIVER RANCH PARKWAY MARY GAY
(Construction Estimate)

Being a strip of land 300 feet wide centered on the following description, out of a called 1454.19 acre tract as recorded in Volume 1307, page 68 Official Public Records Liberty County and a called 2.3956 acre tract as recorded at Liberty County Clerk's File Number 2016001926, being located in the John A. Williams Survey, Abstract Number 119, Liberty County, Texas, and being more particularly described by metes and bounds as follows;

COMMENCING, at a northeasterly corner of said called 2.3956 acre tract, and in the west line of FM 1409 (80 foot wide).

THENCE, South 06 degrees 54 minutes 19 seconds West along the east line of said 2.3956 acre tract and the said west line of FM 1409, a distance of 166.30 feet to the beginning of a curve to the left;

THENCE, an arc distance of 238.03 along said curve to the left, said having a radius of 1185.92 feet and a chord bearing and distance of South 01 degrees 09 minutes 19 seconds West 237.63 feet to the point of tangency;

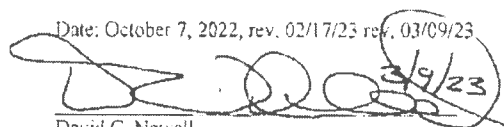
THENCE, , South 04 degrees 35 minutes 41 seconds East continuing along the east line of said 2.3956 acre tract and the said west line of FM 1409, a distance of 577.23 feet to the **POINT OF BEGINNING**;

THENCE, South 85 degrees 24 minutes 19 seconds West continuing over and across said called 2.3956 acre tract and said called 1454.19 acre tract a distance of 3735.62 feet to the beginning of a curve to the left;

THENCE, an arc distance of 978.49 along said curve to the left, said having a radius of 6950.00 feet and a chord bearing and distance of South 81 degrees 19 minutes 35 seconds West 988.65 feet to the point of tangency;

THENCE, South 77 degrees 14 minutes 52 seconds West continuing over and across said called 1454.19 acre tract a distance of 737.75 feet to the west line of said called 1454.19 acre tract the **POINT OF TERMINATION**.

Date: October 7, 2022, rev. 02/17/23 rev. 03/09/23



David C. Newell
Registered Professional Land Surveyor
Texas Registration No. 4085
T.B.P.L.S. FIRM REG. NO. 10194715



EXHIBIT C

DEED

(see attached)



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GIFT DEED WITH GENERAL WARRANTY

Date: _____, 2023, the Effective Date

Grantor: Liberty County Solar Project, LLC, a Delaware limited liability company
In Care of: Office of General Counsel
98 San Jacinto Boulevard, Suite 750
Austin, Texas 78701

Grantee: Liberty County, Texas, a duly organized and operating Texas county
In Care of: Honorable Jay H. Knight, County Judge
Liberty County Courthouse
1923 Sam Houston Street, Room 201
Liberty, Texas 77575

Consideration: The consideration for this deed is Grantor's intention and resulting conduct to hereby give, grant, and convey to Grantee the Property, as herein described and without the requirement of monetary consideration being paid by Grantee as a purchase price for the Property, said conveyance of real property by Grantor to Grantee an authorized economic development grant or other authorized donation of said property by Grantor to Grantee pursuant to Chapters 81 and 381 of the Texas Local Government Code, and other authority, for all lawful purposes, and furthermore, this conveyance is made pursuant to and in compliance with the provisions of that certain Economic Development Program Agreement dated _____, 2023 and recorded on _____, 2023 in the Official Public Records of Liberty County, Texas pursuant to Instrument No. _____ therein, the contents of which are incorporated by reference and to which reference is made for all purposes, said agreement having been executed by and between the Parties regarding Grantor's solar facility project located in Liberty County, Texas.

Property (including any improvements): The subject property for this deed is all that certain tract or parcel of land ("Property"), containing approximately 37.7834 acres, more or less, being and situated in Liberty County, Texas, a part of the John A. Williams Survey (Abstract No. 119) therein, and more particularly described by metes and bounds in the attached **Exhibit A**.

Reservations from Conveyance: For Grantor and Grantor's successors and assigns forever, Grantor expressly reserves and retains all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it. Grantor, however, expressly waives and conveys to Grantee the right of ingress and egress to and from the surface of the Property, as well as the right to enter on to or use the surface of the Property, relating to the

portion of the mineral estate owned by Grantor, with the understanding that the exploration and development of the reserved and retained mineral estate items mentioned above will occur off of and away from the surface of the Property, including, for example, by directional drilling or pooling, provided that such operations shall in no manner interfere with the use of the surface or subsurface support of any improvements constructed or to be constructed on the Property.

Exceptions to Conveyance and Warranty: This conveyance is made subject to all covenants, conditions, reservations, restrictions, rights of way, easements and leases, if any, that are applicable to the Property and also that are: (1) valid, in existence, and of record: or (2) valid, in existence, and apparent by visual inspection.

Restrictions, Covenants, and Conditions to the Conveyance: The restrictions described in Section 4.4 of the Program Agreement are incorporated by reference in this deed.

Other Provisions:

- (1) As used in this deed:
 - (a) **“Effective Date”** shall mean the date Grantor signed this deed;
 - (b) **“Parties”** shall mean the Grantor and Grantee named in this deed;
 - (c) **“Property”** shall include (i) the real property made the subject of this conveyance, as herein described, (ii) all dirt, soil, caliche, gravel, rocks, trees, grass, brush, plants, timber, lumber, or other vegetation or materials located on, in, or under said real property, (iii) any right, title and interest owned or held by Grantor in and to strips or gores of land adjoining said real property and abutting properties, (iv) all rights of ingress, egress, or access easements to said real property owned or held by Grantor, (v) all improvements located on said real property, including but not limited to buildings, structures, fixtures, and other improvements of every kind and character in, on, under, above, or about said real property, and (vi) all water (including groundwater and surface water) in and under and that may be produced and saved from the Property -- and furthermore, if the water is subject to existing production or an existing license or lease, Property shall include the production, the license, the lease, and all benefits from said production, license, or lease;
 - (d) **“Program Agreement”** shall mean that certain Economic Development Program Agreement dated _____, 2023 and recorded on _____, 2023 in the Official Public Records of Liberty County, Texas pursuant to Instrument No. _____ therein, the contents of which are incorporated by reference and to which reference is made for all purposes, said agreement having been executed by and between the Parties regarding Grantor’s solar facility project located in Liberty County, Texas; and

- (c) the past, present, or future tense shall each include the other, the masculine, feminine, or neuter gender shall each include the other, and the singular and plural number shall each include the other where necessary for a correct meaning in this deed.
- (2) This conveyance is intended to include any property interests obtained by after-acquired title.
- (3) The preliminary recitals of and all documents attached to this deed are incorporated by reference for all purposes.
- (4) Grantor hereby waives and relinquishes all rights of recourse, rescission, reversion, cancellation, or other claim for the compelled or required re-conveyance or restoration by Grantee (or its successors or assigns) to Grantor of title or possession to the Property.
- (5) **GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT AND TRANSACTION BETWEEN THE PARTIES. THE CONSIDERATION IN THE FORM OF A DONATION (WITHOUT THE REQUIREMENT OF A PURCHASE PRICE PAID BY GRANTEE) FOR THIS DEED AND CONVEYANCE WAS BARGAINED BETWEEN THE PARTIES ON THE BASIS OF AN "AS IS, WHERE IS, WITH ANY AND ALL FAULTS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THOSE CONTAINED IN THE PROGRAM AGREEMENT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN ITS INSPECTION OF THE PROPERTY AND REVIEW OF THE CONTENTS, REPRESENTATIONS, AND WARRANTIES EXPRESSLY CONTAINED IN THE AFORESAID PROGRAM AGREEMENT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS.**

FURTHERMORE, GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (A) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (B) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PROGRAM AGREEMENT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE

PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE.

Grantor, for the Consideration (in the form of a donation of real property as herein described) and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, hereby gives, grants, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXECUTED on its Effective Date as shown by the signature of Grantor below.

GRANTOR:

LIBERTY COUNTY SOLAR PROJECT, LLC

By: _____
Printed Name: _____
Title: _____
Date: _____, 2023

GRANTEE:

DEED APPROVED AND ACCEPTED

LIBERTY COUNTY, TEXAS

By: _____
Honorable Jay H. Knight, County Judge
Liberty County, Texas
Date: _____, 2023

ATTEST:

By: _____
Lee Haidusek Chambers, County Clerk
Liberty County, Texas
Date: _____, 2023

ACKNOWLEDGEMENTS

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2023 by Liberty County Solar Project, LLC, a Delaware limited liability company, by _____, its _____, by and on behalf of said business entity.

Notary Public, State of _____
My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF LIBERTY §

This instrument was acknowledged before me on the ____ day of _____, 2023 by the Honorable Jay H. Knight, the County Judge of Liberty County, Texas, by and on behalf of said county.

Notary Public, State of Texas
My Commission Expires: _____

AFTER RECORDING RETURN TO:

Liberty County, Texas
c/o Honorable Jay H. Knight, County Judge
Liberty County Courthouse
1923 Sam Houston Street, Room 201
Liberty, Texas 77575

EXHIBIT A

(Property Description – Donated Land)



RIVER RANCH PARKWAY MARY GAY
(Construction Estimate)

Being a strip of land 300 feet wide centered on the following description, out of a called 1454.19 acre tract as recorded in Volume 1307, page 68 Official Public Records Liberty County and a called 2.3956 acre tract as recorded at Liberty County Clerk's File Number 2016001926, being located in the John A. Williams Survey, Abstract Number 119, Liberty County, Texas, and being more particularly described by metes and bounds as follows;

COMMENCING, at a northeasterly corner of said called 2.3956 acre tract, and in the west line of FM 1409 (80 foot wide):

THENCE, South 06 degrees 54 minutes 19 seconds West along the east line of said 2.3956 acre tract and the said west line of FM 1409, a distance of 166.30 feet to the beginning of a curve to the left,

THENCE, an arc distance of 238.03 along said curve to the left, said having a radius of 1185.92 feet and a chord bearing and distance of South 01 degrees 09 minutes 19 seconds West 237.63 feet to the point of tangency;

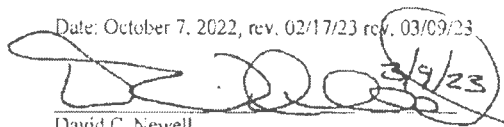
THENCE, , South 04 degrees 35 minutes 41 seconds East continuing along the east line of said 2.3956 acre tract and the said west line of FM 1409, a distance of 577.23 feet to the **POINT OF BEGINNING**;

THENCE, South 85 degrees 24 minutes 19 seconds West continuing over and across said called 2.3956 acre tract and said called 1454.19 acre tract a distance of 3735.62 feet to the beginning of a curve to the left;

THENCE, an arc distance of 978.49 along said curve to the left, said having a radius of 6950.00 feet and a chord bearing and distance of South 81 degrees 19 minutes 35 seconds West 988.65 feet to the point of tangency;

THENCE, South 77 degrees 14 minutes 52 seconds West continuing over and across said called 1454.19 acre tract a distance of 737.75 feet to the west line of said called 1454.19 acre tract the **POINT OF TERMINATION**.

Date: October 7, 2022, rev. 02/17/23 rev. 03/09/23



David C. Newell
Registered Professional Land Surveyor
Texas Registration No. 4085
T.B.P.L.S. FIRM REG. NO. 10194715

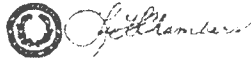


THE STATE OF TEXAS

COUNTY OF LIBERTY

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Liberty County, Texas.

2023020633 AGR
05/05/2023 11:55:51 AM Total Fees: \$0.00



Lee Haidusek Chambers, County Clerk
Liberty County, TX

**ACCESS AGREEMENT**

THIS ACCESS AGREEMENT ("Agreement") is made as of MAY 4, 2023 ("Effective Date") by and between Liberty County, Texas, a duly organized and operating Texas County ("Licensee"), and Liberty County Solar Project, LLC, a Delaware limited liability company ("Licensor").

RECITALS:

A. Licensor and Licensee are currently negotiating the terms of an Economic Development Program Agreement (the "Agreement"), pursuant to which Licensor shall donate to Licensee certain real property owned by Licensor located in Liberty County, Texas as described and depicted on Exhibit "A" attached hereto (the "Property").

B. Licensee desires to enter onto the Property for the purpose of conducting various inspections of the Property as described herein in advance of Licensor donating the Property to Licensee.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. License to Enter Property. Licensor hereby grants Licensee, its affiliates, and their duly authorized agents, consultants and independent contractors (collectively, "Representatives") a nonexclusive license to enter upon the Property, at Licensee's sole cost and expense, for the purpose of performing the work as described in Exhibit "B" attached hereto. Neither Licensee nor any of its Representatives may place any other structure, sign or other improvement on the Property without Licensor's prior written consent which may be given or withheld in the exercise of Licensor's sole discretion. Licensee shall give Licensor reasonable advance notice of the identity of any Representatives who will enter upon the Property, the purpose for such entry, and the approximate time periods and dates that such entry may occur, to one of the following Licensor representatives: Susannah Ragab (Susannah.Ragab@recurrentenergy.com); Scott Leonard (Scott.Leonard@recurrentenergy.com); or Lisa Kilde (Lisa.Kilde@recurrentenergy.com) together with copy of such notice sent to real_estate@recurrentenergy.com, or such other Licensor party designated by Licensor in writing to Licensee.
2. Government Regulations. While on the Property, Licensee and its Representatives shall comply with all applicable governmental laws and regulations.
3. Liens. To the extent authorized by Texas law, Licensee shall not suffer or permit to be enforced against the Property any mechanics', materialmen's, contractors' or subcontractors' liens or any claim for damage arising from the investigations performed by Licensee or its Representatives, and to the extent authorized by Texas law, Licensee shall pay or cause to be paid all of said liens, claims or demands before any action is brought to enforce the same against the Property.
4. Indemnity. To the extent authorized by Texas law, Licensee shall indemnify and hold Licensor harmless from all liability, claims, demands, damages and costs resulting from damage caused by

the use of the Property pursuant to this Agreement by Licensee or its Representatives; provided, however, that the foregoing indemnity shall not apply to the mere discovery of any pre-existing conditions.

5. Insurance. Licensee at its sole cost and expense shall maintain comprehensive general liability insurance ("Liability Insurance") on an "occurrence basis" against claims for "personal injury," including without limitation, bodily injury, death or property damage, occurring upon, on or about the Property, such insurance to afford immediate minimum protection, at the time of the inception of this Agreement (or, if later, then at a time that is in any event prior to any entry by Licensee upon the Property pursuant to this Agreement), and at all times during the term of this Agreement, to a limit of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate, with respect to personal injury or death to any one or more persons or to damage to property. Such insurance shall designate, and be for the benefit of, Licensee, as the named insured party and Licenser, as an additional insured on the policy.

6. Term. Licensee's rights granted by this Agreement shall be effective commencing on the Effective Date and shall terminate automatically without notice, except where otherwise indicated, upon the earlier to occur of (a) the recordation of the deed donating the Property in the Official Records of Liberty County, and (b) 11:59 p.m. Licensee local time on October 31, 2024.

7. Nature of Licensee's Rights. Licensee acknowledges that (a) this Agreement grants Licensee a nonexclusive license, and (b) Licensee has no rights as an owner, purchaser or tenant by virtue hereof. Upon termination of this Agreement (except in the event of a termination pursuant to Section 6(a)), Licensee shall promptly vacate the Property.

8. Maintenance and Condition of Property. Licensee, to the extent authorized by Texas Law, will be responsible for any damage done to the Property by Licensee or its Representatives and, upon departing from or being required to vacate the Property, to the extent authorized by Texas Law, will pay the costs of repairing and restoring the Property and every portion thereof, if caused by Licensee or its Representatives, to as good a condition as existed prior to Licensee's entry onto the Property.

9. Binding Effect. The provisions of this Agreement, subject to the proper application of the doctrine of governmental immunity under Texas law, are binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

10. Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to conflicts of law or rules that would direct the application of the laws of another jurisdiction. Venue in any legal proceeding regarding or relating to this Agreement shall be in Liberty County, Texas.

11. Notices. Notices shall be in writing and shall be given by either: (a) personal or air courier service delivery to a responsible person; or (b) deposit in the United States mail, certified mail, return receipt requested, postage prepaid. Notices shall be delivered or addressed to Licenser and Licensee at the addresses set forth below or at such other address as a party may designate in writing. The date notice is deemed to have been given, received and become effective shall be the date on which the notice is delivered, if notice is given by personal or air courier service delivery or by Email, or the date of actual receipt if the notice is sent through the United States mail.

To "Licensee":

The Honorable Jay Knight, County Judge
Liberty County, Texas

Liberty County Courthouse
1923 Sam Houston Street, Room 201
Liberty, TX 77575
Email: jay.knight@co.liberty.tx.us

With copy to:

The Honorable Matthew Poston, County Attorney
Liberty County, Texas
Liberty County Courthouse
1923 Sam Houston Street, 2nd Floor
Liberty, TX 77575
Email: matthew.poston@co.liberty.tx.us

To "Licensor":

Liberty County Solar Project, LLC
c/o Recurrent Energy, LLC
98 San Jacinto Blvd. Suite 750
Austin, TX 78701
Phone: (512) 240-9107
Attention: Legal Department
Email: legal@recurrentenergy.com

With copy to:

Liberty County Solar Project, LLC
c/o Recurrent Energy, LLC
98 San Jacinto Blvd. Suite 750
Austin, TX 78701
Phone: (512) 240-9107
Attention: Real Estate Department
Email: real_estate@recurrentenergy.com

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by Licensor and Licensee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

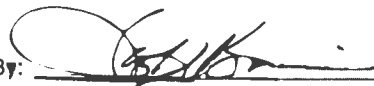
LICENSOR:

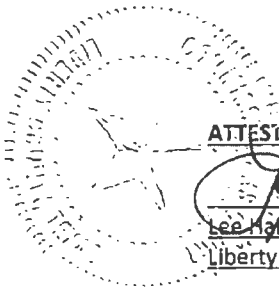
LIBERTY COUNTY SOLAR PROJECT, LLC
a Delaware limited liability company

By: 
Name: SPIVEY PAUP
Its: VICE PRESIDENT

LICENSEE:

LIBERTY COUNTY, TEXAS

By: 
Name: Monorable Jay Knight
Its: County Judge



ATTEST:

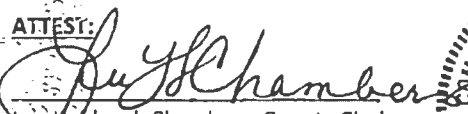
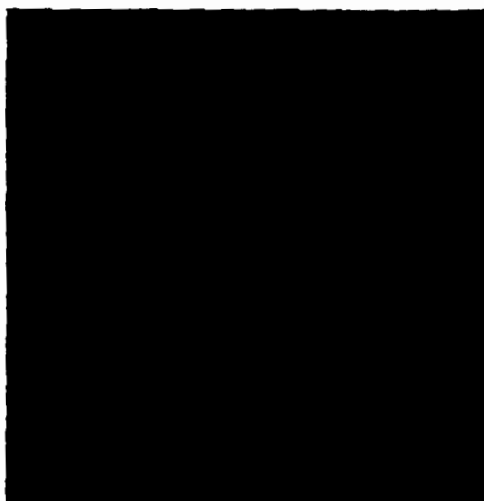

Lee Haldusek Chambers, County Clerk
Liberty County, Texas



Exhibit A

Legal Description of Property

[see attached]



RIVER RANCH PARKWAY MARY GAY
(Construction Estimate)

Being a strip of land 300 feet wide centered on the following description, out of a called 1454.19 acre tract as recorded in Volume 1307, page 68 Official Public Records Liberty County and a called 2.3956 acre tract as recorded at Liberty County Clerk's File Number 2016001926, being located in the John A. Williams Survey, Abstract Number 119, Liberty County, Texas, and being more particularly described by metes and bounds as follows;

COMMENCING, at a northeasterly corner of said called 2.3956 acre tract, and in the west line of FM 1409 (80 foot wide);

THENCE, South 06 degrees 54 minutes 19 seconds West along the east line of said 2.3956 acre tract and the said west line of FM 1409, a distance of 166.30 feet to the beginning of a curve to the left;

THENCE, an arc distance of 238.03 along said curve to the left, said having a radius of 1185.92 feet and a chord bearing and distance of South 01 degrees 09 minutes 19 seconds West 237.63 feet to the point of tangency;

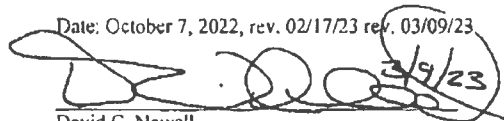
THENCE, , South 04 degrees 35 minutes 41 seconds East continuing along the east line of said 2.3956 acre tract and the said west line of FM 1409, a distance of 577.23 feet to the **POINT OF BEGINNING**;

THENCE, South 85 degrees 24 minutes 19 seconds West continuing over and across said called 2.3956 acre tract and said called 1454.19 acre tract a distance of 3735.62 feet to the beginning of a curve to the left;

THENCE, an arc distance of 978.49 along said curve to the left, said having a radius of 6950.00 feet and a chord bearing and distance of South 81 degrees 19 minutes 35 seconds West 988.65 feet to the point of tangency;

THENCE, South 77 degrees 14 minutes 52 seconds West continuing over and across said called 1454.19 acre tract a distance of 737.75 feet to the west line of said called 1454.19 acre tract the **POINT OF TERMINATION**.

Date: October 7, 2022, rev. 02/17/23 rev. 03/09/23



David C. Newell
Registered Professional Land Surveyor
Texas Registration No. 4085
T.B.P.L.S. FIRM REG. NO. 10194715



Also shown as on the pages attached below as "Proposed Roadway to Liberty County"

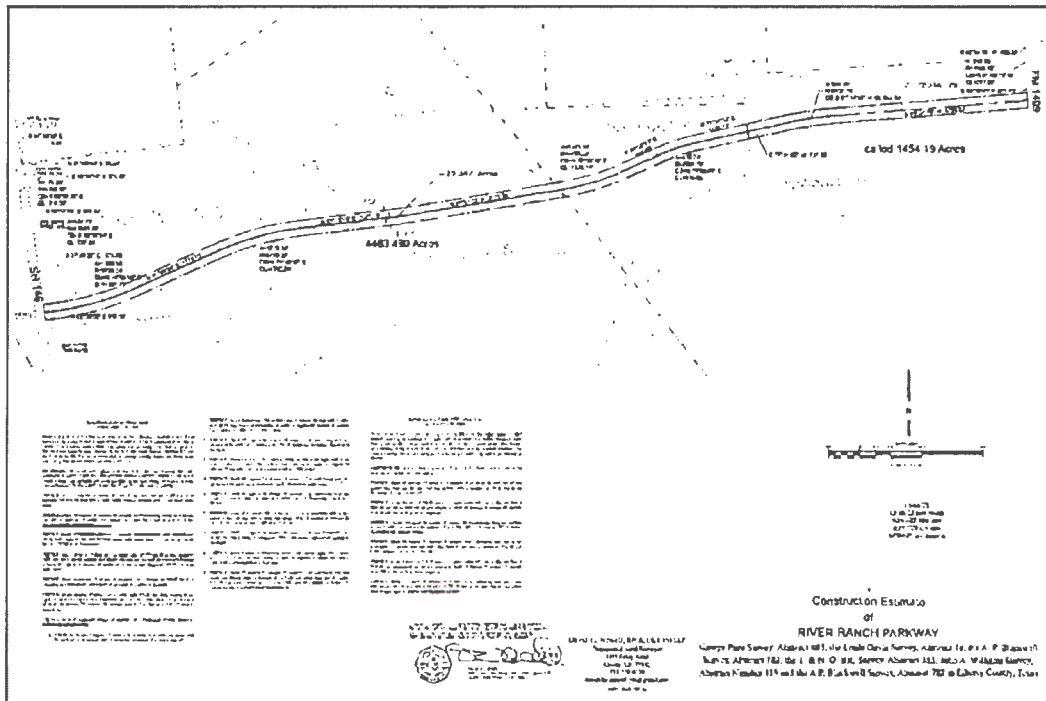


Exhibit B

Scope of Work

- a. Phase I environmental site assessment;
- b. Geotechnical engineering studies;
- c. Drainage study;
- d. Floodplain/flood hazard study;
- e. Wetlands study;
- f. Endangered species study;
- g. Archeological (historical/cultural resources) study

THE STATE OF TEXAS

COUNTY OF LIBERTY

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Liberty County, Texas.

2023020700

AGR

05/08/2023 07:44:26 AM Total Fees: \$0.00



Lee Maldusek Chambers, County Clerk
Liberty County, TX



ACCESS AGREEMENT

THIS ACCESS AGREEMENT ("Agreement") is made as of MAY 4, 2023 ("Effective Date") by and between Liberty County, Texas, a duly organized and operating Texas County ("Licensee"), and Liberty County Solar Project, LLC, a Delaware limited liability company ("Licensor").

RECITALS:

A. Licensor and Licensee are currently negotiating the terms of an Economic Development Program Agreement (the "Agreement"), pursuant to which Licensor shall donate to Licensee certain real property owned by Licensor located in Liberty County, Texas as described and depicted on Exhibit "A" attached hereto (the "Property").

B. Licensee desires to enter onto the Property for the purpose of conducting various inspections of the Property as described herein in advance of Licensor donating the Property to Licensee.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. License to Enter Property. Licensor hereby grants Licensee, its affiliates, and their duly authorized agents, consultants and independent contractors (collectively, "Representatives") a nonexclusive license to enter upon the Property, at Licensee's sole cost and expense, for the purpose of performing the work as described in Exhibit "B" attached hereto. Neither Licensee nor any of its Representatives may place any other structure, sign or other improvement on the Property without Licensor's prior written consent which may be given or withheld in the exercise of Licensor's sole discretion. Licensee shall give Licensor reasonable advance notice of the identity of any Representatives who will enter upon the Property, the purpose for such entry, and the approximate time periods and dates that such entry may occur, to one of the following Licensor representatives: Susannah Ragab (Susannah.Ragab@recurrentenergy.com); Scott Leonard (Scott.Leonard@recurrentenergy.com); or Lisa Kilde (Lisa.Kilde@recurrentenergy.com) together with copy of such notice sent to real_estate@recurrentenergy.com, or such other Licensor party designated by Licensor in writing to Licensee.
2. Government Regulations. While on the Property, Licensee and its Representatives shall comply with all applicable governmental laws and regulations.
3. Liens. To the extent authorized by Texas law, Licensee shall not suffer or permit to be enforced against the Property any mechanics', materialmen's, contractors' or subcontractors' liens or any claim for damage arising from the investigations performed by Licensee or its Representatives, and to the extent authorized by Texas law, Licensee shall pay or cause to be paid all of said liens, claims or demands before any action is brought to enforce the same against the Property.
4. Indemnity. To the extent authorized by Texas law, Licensee shall indemnify and hold Licensor harmless from all liability, claims, demands, damages and costs resulting from damage caused by

the use of the Property pursuant to this Agreement by Licensee or its Representatives; provided, however, that the foregoing indemnity shall not apply to the mere discovery of any pre-existing conditions.

5. Insurance. Licensee at its sole cost and expense shall maintain comprehensive general liability insurance ("Liability Insurance") on an "occurrence basis" against claims for "personal injury," including without limitation, bodily injury, death or property damage, occurring upon, on or about the Property, such insurance to afford immediate minimum protection, at the time of the inception of this Agreement (or, if later, then at a time that is in any event prior to any entry by Licensee upon the Property pursuant to this Agreement), and at all times during the term of this Agreement, to a limit of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate, with respect to personal injury or death to any one or more persons or to damage to property. Such insurance shall designate, and be for the benefit of, Licensee, as the named insured party and Licensors, as an additional insured on the policy.

6. Term. Licensee's rights granted by this Agreement shall be effective commencing on the Effective Date and shall terminate automatically without notice, except where otherwise indicated, upon the earlier to occur of (a) the recordation of the deed donating the Property in the Official Records of Liberty County, and (b) 11:59 p.m. Licensee local time on October 31, 2024.

7. Nature of Licensee's Rights. Licensee acknowledges that (a) this Agreement grants Licensee a nonexclusive license, and (b) Licensee has no rights as an owner, purchaser or tenant by virtue hereof. Upon termination of this Agreement (except in the event of a termination pursuant to Section 6(a)), Licensee shall promptly vacate the Property.

8. Maintenance and Condition of Property. Licensee, to the extent authorized by Texas Law, will be responsible for any damage done to the Property by Licensee or its Representatives and, upon departing from or being required to vacate the Property, to the extent authorized by Texas Law, will pay the costs of repairing and restoring the Property and every portion thereof, if caused by Licensee or its Representatives, to as good a condition as existed prior to Licensee's entry onto the Property.

9. Binding Effect. The provisions of this Agreement, subject to the proper application of the doctrine of governmental immunity under Texas law, are binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

10. Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to conflicts of law or rules that would direct the application of the laws of another jurisdiction. Venue in any legal proceeding regarding or relating to this Agreement shall be in Liberty County, Texas.

11. Notices. Notices shall be in writing and shall be given by either: (a) personal or air courier service delivery to a responsible person; or (b) deposit in the United States mail, certified mail, return receipt requested, postage prepaid. Notices shall be delivered or addressed to Licensors and Licensee at the addresses set forth below or at such other address as a party may designate in writing. The date notice is deemed to have been given, received and become effective shall be the date on which the notice is delivered, if notice is given by personal or air courier service delivery or by Email, or the date of actual receipt if the notice is sent through the United States mail.

To "Licensee":

The Honorable Jay Knight, County Judge
Liberty County, Texas

Liberty County Courthouse
1923 Sam Houston Street, Room 201
Liberty, TX 77575
Email: jay.knight@co.liberty.tx.us

With copy to:

The Honorable Matthew Poston, County Attorney
Liberty County, Texas
Liberty County Courthouse
1923 Sam Houston Street, 2nd Floor
Liberty, TX 77575
Email: matthew.poston@co.liberty.tx.us

To "Licensor":

Liberty County Solar Project, LLC
c/o Recurrent Energy, LLC
98 San Jacinto Blvd. Suite 750
Austin, TX 78701
Phone: (512) 240-9107
Attention: Legal Department
Email: legal@recurrentenergy.com

With copy to:


Liberty County Solar Project, LLC
c/o Recurrent Energy, LLC
98 San Jacinto Blvd. Suite 750
Austin, TX 78701
Phone: (512) 240-9107
Attention: Real Estate Department
Email: real_estate@recurrentenergy.com

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by Licensor and Licensee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LICENSOR:

LIBERTY COUNTY SOLAR PROJECT, LLC
a Delaware limited liability company

By: 
Name: SPIVEY PAUP
Its: VICE PRESIDENT

LICENSEE:

LIBERTY COUNTY, TEXAS

By: 
Name: Honorable Jay Knight
Its: County Judge

ATTEST:


Lee Haidusek Chambers, County Clerk
Liberty County, Texas



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[see attached]



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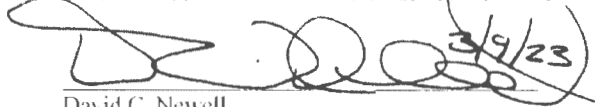
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Date: October 7, 2022, rev. 02/17/23 rev. 03/09/23



David C. Newell
Registered Professional Land Surveyor
Texas Registration No. 4085
L.B.P.L.S. FIRM REG. NO. 10194715



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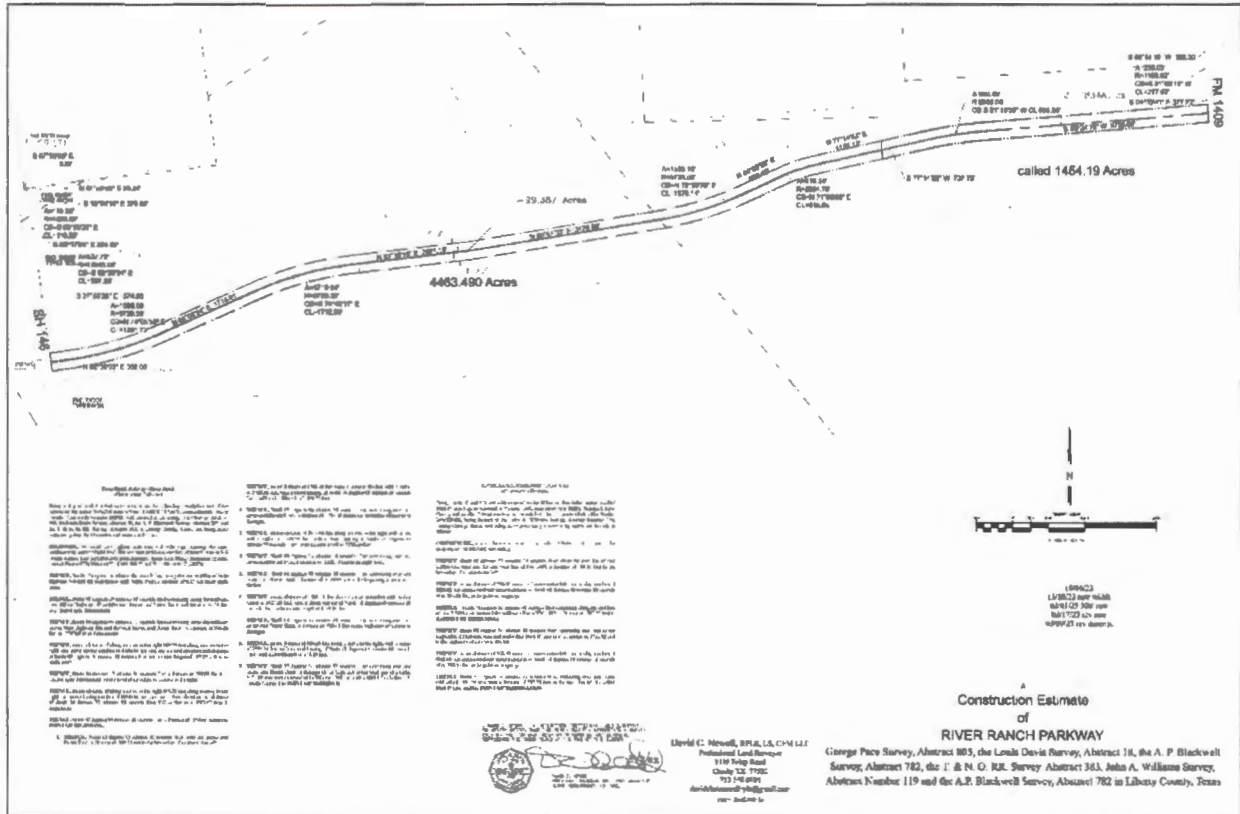


Exhibit B

Scope of Work

- a. Phase I environmental site assessment;
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- d. Floodplain/flood hazard study;
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- g. Archeological (historical/cultural resources) study

THE STATE OF TEXAS

COUNTY OF LIBERTY

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
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05/08/2023 07:44:26 AM Total Fees: \$0.00



Lee Haidusek Chambers
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Liberty County, TX